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 Hon. Juan Edgardo M. Angara
Chair, House Committee on Higher and Technical Education
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Chancellor, UP Baguio



ADMINISTRATIVE ISSUANCES

ADMINISTRATIVE ORDERS

Administrative Order No. PERR-10-037: Committee to Update and Codify the University Code

To: **Dr. Lourdes E. Abadingo**, Co-Chair
Secretary of the University and of the Board of Regents
Prof. Theodore O. Te, Co-Chair
Vice President for Legal Affairs
Prof. E. Leo D. Battad, Member
College of Law, UP Diliman
Prof. Ludendorffo Decenteceo, Member
College of Arts and Letters, UP Diliman
Mr. Ricardo V. Ozoa, Member
Office of the Secretary of the University
Ms. Carla V. Noroña, Secretary
Office of the Secretary of the University

Please constitute yourselves into a Committee to Update and Codify the University Code with Dr. Lourdes E. Abadingo and Prof. Theodore O. Te as Co-Chairs. The Committee shall have the following tasks:

1. Review the University Code and identify provisions that require updating in light of more recent decisions of the Board of Regents as well as the provisions of the University of the Philippines Charter of 2008;
2. Integrate and update the University Code provisions to harmonize the various rules that govern the UP Community;
3. Codify the updated University Code; and
4. Make appropriate recommendations for the most appropriate format for the University Code and widest dissemination.

You may secure resource persons and support personnel as necessary to assist the Committee in its tasks.

The Committee and its resource persons, secretariat and support staff shall be granted honoraria under existing rates as approved by the Board of Regents.

05 July 2010

(Sgd.) EMERLINDA R. ROMAN
President

Administrative Order No. PERR-10-036: Constitution of an Ad Hoc Committee Composed of Accredited Construction Performance Evaluators (CPEs) to Assess Several Infrastructure Projects of UP Manila

To: **Engr. Mark John K. Vergara**
UP Los Baños
Engr. Edwin Dimaculangan
UP Diliman
Arch. Leonard Cordero
Campus Planning, Development and Maintenance Office
UP Manila

Pursuant to Administrative Order PERR 10-021, please constitute yourselves into an ad hoc committee composed of accredited Constructors Performance Evaluators (CPEs) to assess current infrastructure projects of UP Manila, with Engr. Mark John K. Vergara as Chair.

All expenses (travel, accommodation and others), honoraria and per diem of the members and support staff shall be shouldered by UP Manila.

The Committee, including the support staff shall be entitled to honoraria for ad hoc committee level 1. Payment of honoraria shall be on a per "major" infrastructure project basis. "Minor" projects shall be lumped to form one (1) "major" project. The Vice President for Administration, through the recommendation of the CPES System Chair, shall determine the type of infrastructure project evaluated for purposes of payment of honoraria.

06 July 2010

(Sgd.) EMERLINDA R. ROMAN
President

Administrative Order No. PERR 10-038: Search Committee for the Deanship of the Graduate School, UPLB

To: **Dr. Florinda D.F. Mateo**
Assistant Vice President for Academic Affairs
UP System

I hereby appoint you as President's representative in the Search Committee for the Deanship of the Graduate School of UP Los Baños.

Either the Office of the Chancellor or the Chair of the Search Committee will get in touch with you regarding the schedule of committee meetings.

Trip expenses, as well as honoraria, shall be borne by the Office of the President.

Thank you.

19 July 2010

(Sgd.) EMERLINDA R. ROMAN
President

Administrative Order No. PERR 10-042: Search Committee for the Deanship of the College of Veterinary Medicine, UPLB

To: **Dr. Ida S. Dalmacio**
Institute of Biological Science, College of Arts and Sciences
UP Los Baños

I hereby appoint you as President's representative in the Search Committee for the Deanship of the College of Veterinary Medicine, UP Los Baños.

Either the Office of the Chancellor or the Chair of the Search Committee will get in touch with you regarding the schedule of committee meetings.

Trip expenses, as well as honoraria, shall be borne by the Office of the President.

Thank you.

03 August 2010

(Sgd.) EMERLINDA R. ROMAN
President



Administrative Order No. PERR 10-042A: TWG for the Automated Guideway Transit (AGT) Prototype Project

To: **Prof. Armin B. Sarthou Jr.**
Vice President for Development
Prof. Michael V. Tomeldan
Director, Office of Design and Planning Initiatives
Prof. Nicolo Precioso Del Castillo
College of Architecture
Prof. Carlo Arcilla
CS/National Institute of Geological Sciences
Prof. Jose Regin F. Regidor
Director, National Center for Transport Studies
Prof. Norbert S. Que
COE/ Institute of Civil Engineering
Prof. Miguel Escoto
COE/ Electrical and Electronics Engineering Institute

Please constitute yourselves into a Technical Working Group (TWG) for the University of the Philippines Automated Guideway Transit (AGT) Prototype Project, with Vice President Armin B. Sarthou Jr. as Chair.

The TWG for the AGT prototype Project shall have the following tasks:

1. In coordination with the Department of Science and Technology (DOST), conduct preliminary evaluation and assessment of the University of the Philippines Diliman (UP Diliman) campus transport system to determine the feasibility of setting-up a prototype Automated Guideway Transit (AGT), consisting of two (2) 60-passenger capacity coaches traversing a 2-kilometer (approx.) test track in an area within the UP Diliman campus to be designated by the University. The prototype project will initially involve R&D, construction and technical evaluation of the AGT system over the 2-km experimental track.
2. In case of positive determination by both the University of the Philippines (UP) and the Department of Science and Technology (DOST) of the viability of the prototyping project, draft a Memorandum of Understanding (MOU) between the University of the Philippines (UP) and the Department of Science and Technology (DOST) outlining the conditions of implementation of said project subject to mutually acceptable terms.

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

03 August 2010

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



Administrative Order No. PERR 10-043: Search Committee for the Deanship of the UPV College of Fisheries and Ocean Sciences

To: **Dr. Rhodora V. Azanza**
Marine Science Institute, College of Science
UP Diliman

I hereby appoint you as President's representative in the Search Committee for the Deanship of the UPV College of Fisheries and Ocean Sciences.

Either the Office of the Chancellor or the Chair of the Search Committee will get in touch with you regarding the schedule of committee meetings.

Trip expenses, as well as honoraria, shall be borne by the Office of the President.

Thank you.

04 August 2010

(Sgd.) **AMELIA P. GUEVARA**
Vice President for Academic Affairs and
Officer-in-Charge of the University

Administrative Order No. PERR 10-048: Constitution of the Special Bids and Awards Committee (SBAC) for the Lease of UP Diliman East Campus Property located at Katipunan/C-5 Avenue, Diliman, Quezon City

To: **Dr. Arlene A. Samaniego**, Vice President for Administration
Prof. Mary Delia G. Tomacruz, Vice Chancellor for Administration
Prof. Ariel S. Betan, Assistant Vice President for Administration
Prof. Rafael A. Rodriguez, College of Business Administration
Atty. Celeste Bernad, Office of the Vice President for Legal Affairs
Ms. Sofia Gemora, Commission on Audit
Resource Persons:

Prof. Armin B. Sarthou, Jr.
Vice President for Development
Dr. Dina Ocampo
Dean, College of Education

Please constitute yourselves into a Special Bids and Awards Committee (SBAC) for the lease and development of the UP Diliman East Campus Property located at Katipunan/C-5 Avenue, Diliman, Quezon City, with Vice President Arlene A. Samaniego as Chair and Vice Chancellor Mary Delia G. Tomacruz as Vice Chair.

The Board of Regents at its 1258th meeting on 29 July 2010, approved the terms of reference on the long term lease of the UP Diliman East Campus Property.

The SBAC shall invite interested parties through public announcement, evaluate their proposals, and recommend and award for the lease of the UP Diliman East Campus Property, in accordance with UP policy, government regulations, and all applicable laws.

The SBAC may constitute a Technical Working Group (TWG) and appoint other resource persons and support personnel as necessary.

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

01 September 2010

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

Administrative Order No. PERR 10-050: Search Committee for the Director of the Animal and Dairy Sciences Cluster (ADSC) – College of Agriculture, UPLB

To: **Dr. Agnes C. Rola**
Dean, College of Public Affairs
UP Los Baños

I hereby appoint you as President's representative in the Search Committee for the Director of the Animal and Dairy Sciences Cluster (ADSC) – College of Agriculture, UP Los Baños.

Either the Office of the Chancellor or the Chair of the Search Committee will get in touch with you regarding the schedule of the committee meetings.

Thank you.

02 September 2010

(Sgd.) EMERLINDA R. ROMAN
President

Administrative Order No. PERR 10-051: Rice Subsidy/Allowance

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

The Board of Regents, in its 1259th meeting on 27 August 2010, approved the grant of the second rice subsidy/allowance for 2010 equivalent to One Thousand Five Hundred Pesos (PhP1,500.00) to be given to the administrative personnel covered by the Collective Negotiation Agreement (CNA) between the University and the All-UP Workers union (AUPWU) and to faculty and REPS covered by the CNA between the University and the All-UP academic Employees Union (AUPAEU).

In the spirit of equity, the Board of Regents also approved that the same rice subsidy/allowance of PhP1,500.00 be given to the faculty, REPS and administrative personnel not covered by the CNAs between the University and the Administrative and Academic Unions.

This shall be charged against the savings of the Constituent Universities and the Philippine General hospital, subject to all applicable government accounting and auditing rules and regulations.

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

02 September 2010

(Sgd.) EMERLINDA R. ROMAN
President

Administrative Order No. PERR 10-052: Constitution of Financial Assistance Program for Hospitalization Expenses (FAPHE) Committee

For: **Prof. Ariel S. Betan**
Assistant Vice President for Administration
Dr. Angela D. Escoto
Director
HRDO, UP System/Diliman
Dr. Hector L. Edrosa
University Health Service
UP Diliman

With Assistant Vice President Ariel S. Betan as Chair, please constitute yourselves as the Financial Assistance Program Hospitalization Expenses (FAPHE) Committee who shall evaluate requests for

reimbursement due to hospital confinement and requests for availment of rehabilitation privilege.

You are expected to meet whenever necessary to make an initial assessment/endorsement on requests and come up with the committee recommendation as soon as possible, for approval of the appropriate authority.

The Committee, including the secretary and support staff shall be entitled to an honorarium equivalent to an Ad Hoc Committee level 2 (to be given semi-annually).

02 September 2010

(Sgd.) EMERLINDA R. ROMAN
President

Administrative Order No. PERR 10-054: Search Committee for the Deanship of the College of Science and Mathematics, UP Mindanao

To: **Prof. Ariel S. Betan**
Assistant Vice President for Administration

I hereby appoint you as President's representative in the Search Committee for the Deanship of the College of Science and Mathematics, UP Mindanao.

Either the Office of the Chancellor or the Chair of the Search Committee will get in touch with you regarding the schedule of committee meetings.

Trip expenses, as well as honoraria, shall be borne by the Office of the President.

Thank you.

09 September 2010

(Sgd.) EMERLINDA R. ROMAN
President

Administrative Order No. PERR 10-055: Search Committee for the Deanship of the College of Humanities and Social Sciences, UP Mindanao

To: **Prof. Ludendorffo Decenteceo**
Department of Speech Communication and Theater Arts
College of Arts and Letters, UP Diliman

I hereby appoint you as President's representative in the Search Committee for the Deanship of the College of Humanities and Social Sciences, UP Mindanao.

Either the Office of the Chancellor or the Chair of the Search Committee will get in touch with you regarding the schedule of committee meetings.

Trip expenses, as well as honoraria, shall be borne by the Office of the President.

Thank you.

09 September 2010

(Sgd.) EMERLINDA R. ROMAN
President



Administrative Order No. PERR 10-056: Constitution of an Ad Hoc Committee Composed of Accredited Construction Performance Evaluators (CPEs) to Assess Several Infrastructure Projects of UP Baguio

To: **Engr. Edinel V. Tadeo**
UP Manila
Engr. Omar T. Marzan
UP Diliman
Engr. Isabelo O. Abing
UP Baguio

Pursuant to Administrative Order PERR 10-021, please constitute yourselves into an Ad Hoc Committee composed of accredited Constructors Performance Evaluators (CPEs) to assess current infrastructure projects of UP Baguio, with Engr. Edinel V. Tadeo as Team Leader.

All expenses (travel, accommodation and others), honoraria and per diem of the members and support staff shall be shouldered by UP Baguio.

The Committee, including the support staff shall be entitled to honoraria for ad hoc committee level 1. Payment of honoraria shall be on a per "major" infrastructure project basis. "Minor" projects shall be lumped to form one (1) "major" project. The Vice President for Administration, through the recommendation of the CPES System Chair, shall determine the type of infrastructure project evaluated for purposes of payment of honoraria.

15 September 2010

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

Administrative Order No. PERR 10-058: Constitution of an Ad Hoc Committee Composed of Accredited Construction Performance Evaluators (CPEs) to Assess Several Infrastructure Projects of UP Manila SHS Extension Campus, South Cotabato

To: **Engr. Rolando S. Jamero**
UP Visayas
Engr. Cesar E. Estocado
UP Mindanao
Arch. Allen R. Buenaventura
UP Manila

Pursuant to Administrative Order PERR 10-021, please constitute yourselves into an Ad Hoc Committee composed of accredited Constructors Performance Evaluators (CPEs) to assess current infrastructure projects of UP Manila SHS Extension Campus, South Cotabato, with Engr. Rolando S. Jamero as Team Leader.

All expenses (travel, accommodation and others), honoraria and per diem of the members and support staff shall be shouldered by UP Manila.

The Committee, including the support staff shall be entitled to honoraria for ad hoc committee level 1. Payment of honoraria shall be on a per "major" infrastructure project basis. "Minor" projects shall be lumped to form one (1) "major" project. The Vice President for Administration, through the recommendation of the CPES System Chair, shall determine the type of infrastructure project evaluated for purposes of payment of honoraria.

23 September 2010

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

Administrative Order No. PERR 10-060: UP College of Law Centennial Commission

For:

Chairman:
Senator Edgardo J. Angara

Members:

Senator Franklin M. Drilon
Senator Richard J. Gordon
Chief Justice Hilario G. Davide
Chief Justice Reynato S. Puno
Justice Ameurfina Melencio Herrera
Justice Florida Ruth P. Romero
Justice Antonio T. Carpio
Atty. Estelito P. Mendoza
Atty. Felipe L. Gozon
Atty. Merceditas Santiago-Nolledo
Prof. Francis H. Jardeleza
Prof. Rafael A. Morales
Atty. Ma. Lourdes Rausa-Chan
Atty. Rodolfo R. Waga Jr.
Ms. Teresa Ira Maris P. Guanzon,
President, Law Student Government

Convenor:

Dean Marvic Mario Victor F. Leonen

Head Secretariat:

Associate Dean Patricia R.P. Salvador Daway

Your beloved college/alma mater will be celebrating its Centennial Year in 2011. His Excellency Benigno S. Aquino III has issued Proclamation No. 32 dated 9 September 2010 entitled "Declaring 2011 as the University of the Philippines College of Law Centennial Year, Providing for its Commemoration and For Other Purposes," a copy of which is attached. In this connection, please constitute yourselves as the UP College of Law Centennial Commission that will assist the Dean and the Law Faculty formulate and implement a plan of activities for the occasion.

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

28 September 2010

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

Administrative Order No. PERR 10-062: Committee to Study the Proposed Conversion of UP Cebu High School into a High School for the Arts

To: **Dean Enrique M. Avila**
UP Cebu
Dean Dina Joana S. Ocampo
UPD College of Education
Dean Florentina P. Colayco
UPD College of Fine Arts
Dean Jose S. Buenconsejo
UPD College of Music
Professor Rosario Y. Montaña
Chair, UP Cebu Professional Education Division
Professor Raymund L. Fernandez
UP Cebu Humanities Division

(to be named later, a professor with expertise on high school curriculum)

UPD College of Education
Professor Purita T. Baltazar
 Principal, UP Cebu High School

With Dean Avila as Committee Chair, Dean Ocampo as Vice Chair and Professor Baltazar as Member-Secretary, please constitute yourselves into a Committee to Study the Proposed Conversion of UP Cebu High School into a High School for the Arts.

30 September 2010

(Sgd.) EMERLINDA R. ROMAN
 President

MEMORANDA

Memorandum No. PERR-10-12: Fund Campaign Report as of 30 June 2010

For:

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

Attention:

- CU Database Administrators,
- UP Centennial Fund Campaign

1. Kindly refer to the table below for the status of submissions to our UP System-wide Donations Database:

CU	Updated as of:
UP Diliman	31-Mar-10
UP Los Baños	31-Mar-10
UP Manila	30-Jun-10
UP Visayas	31-Mar-10
UP Open University	31-Mar-10
UP Mindanao	31-Mar-10
UP Baguio	31-Dec-08 [No new donation as per UP Baguio's Dbase Administrator]
UP System Adm. (UPSA)	31-Mar-10

2. Please submit your 2nd quarter updates not later than 31 July 2010.
3. 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.
4. Enclosed is a CD of your latest database as edited by the OP 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.
5. 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.

6. We are also providing you a copy of the UP Systemwide Report on new donations for the 1st quarter of 2010 and its one-page summary.

Thank you.

06 July 2010

(Sgd.) EMERLINDA R. ROMAN
 President

Memorandum No. PERR 10-011: Grant of Merit Incentive of Five Thousand Pesos (PhP5,000) to all qualified UP Personnel for CY 2010

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

Background

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

1. Coverage

- 1.1. UP personnel, WITH PERFORMANCE RATING OF AT LEAST "SATISFACTORY" for the period January to June 2010, (if applicable), regardless of salary or appointment status (whether regular, permanent, temporary, contractual, casual or substitute) who have rendered at least four (4) months of service to the University, as of 30 July 2010, shall be granted Five Thousand Pesos (PhP5,000) each.
- 1.2. Those who have served for less than four (4) months as of 30 July 2010 shall be entitled to a proportionate amount as long as they have a performance rating of at least "SATISFACTORY".
- 1.3. Part-time personnel including lecturers shall receive one-half (1/2) of the benefits of full-time personnel.

2. Exemptions

The following are not entitled to the merit incentive grant.

- 2.1. Those whose performance for the period January to June 2010 have not yet been evaluated as of 30 July 2010;
- 2.2. Those under preventive suspension as of 30 July 2010;
- 2.3. Those who were meted suspension from office or were separated from the service for cause in calendar year 2010 for litigated administrative cases;
- 2.4. Those who were meted suspension from office in calendar year 2009 for litigated administrative case which suspension extended to calendar year 2010;
- 2.5. Those who were absent without official leave (AWOL) as of 30 July 2010; and
- 2.6. Those who were not hired as part of the organic manpower of UP such as consultants or experts serving for a limited period to perform specific activities or services with expected outputs; apprentices; laborers of contracted projects; those paid by piecework basis; and others similarly situated.

3. Amount of Merit Incentive Grant

- 3.1. The merit incentive grant shall be Five Thousand Pesos (PhP5,000.00) per employee for those who have rendered at least four (4) months of service to UP as of 30 July 2010, with a performance rating of at least "SATISFACTORY".

3.2. Those who have rendered at least one (1) month of service as of 30 July 2010 with a performance rating of at least "SATISFACTORY" shall receive pro-rated share of the merit incentive grant as follows:

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

3.3. Those who have rendered active service but have been separated from the University due to retirement/resignation/death before 30 July 2010, with a performance rating of at least "SATISFACTORY" (if applicable) shall likewise receive pro-rated share of the merit incentive grant as follows, based on the number of months that they have served:

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

4. Merit Incentive Grant for Project Personnel

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

5. Date of Payment

Payment of the merit incentive charged to CU RF/Savings shall be made not earlier than 6 August 2010.

05 July 2010

(Sgd.) EMERLINDA R. ROMAN
President

Memorandum No. PERR 10-013: Financial Assistance Program for Hospitalization Expenses (FAPHE) for UP Employees (Faculty, REPS and Administrative Staff)

To: Vice Presidents
Chancellors
Faculty, REPS and Administrative Staff

The Board of Regents, in its 1255th meeting held on 27 May 2010 approved the Financial Assistance Program for Hospitalization Expenses (FAPHE) for University employees systemwide. The benefit provides a Php200,000 accumulated maximum amount per employee to help pay off expenses (net of PhilHealth and other private medical health card benefits) incurred during hospital confinement/s while in the active service in the University. This excludes confinements for executive/annual medical check-up and vanity purposes. No further assistance will be given once the Php200,000 is already consumed.

The attached implementing guideline was approved in the 263rd meeting of the President's Advisory Council (PAC) held on 5 July 2010.

For compliance.

07 July 2010

(Sgd.) EMERLINDA R. ROMAN
President

Memorandum No. PERR 10-014: UP Provident Fund Inc. (UPPFI) Loan Window for Annual Premium of Medical Health Insurance

To: Vice Presidents
Chancellors
Faculty and Staff

We are pleased to announce that the UP Provident Fund Inc. (UPPFI), during the 88th regular meeting of its Board of Trustees held on 12 June 2010, approved the proposal of the UP System to open a loan window for the members interested to enrol in any medical health insurance company for payment of their annual insurance premium. This is a solution to the employees' woes of being burdened with expenses incurred when he/she or any member of his/her family gets ill and needs medical/surgical intervention.

The maximum loanable amount at any one time is Php10,000 payable in one year. A member may include the medical health insurance loan of his/her dependent/s as long as the total loan does not exceed Php10,000.

Attached is a copy of the proposed Flexi-Group Medical Plan submitted by Blue Cross, where benefits per plan and corresponding premium amount due are indicated.

While the CUs are still deciding on whether to apply with Blue Cross or any other medical health insurance company at the campus level, employees who are interested to join the System level group may forward filled-up application forms (copy of form attached) to the OVPA not later than 23 July 2010. These will be forwarded to Blue Cross for their evaluation and approval.

Once approved, the employee applies for loan directly with UPPFI.

Attached is the guideline on the UPPFI loan, for your reference.

07 July 2010

(Sgd.) EMERLINDA R. ROMAN
President



DECISIONS OF THE BOARD OF REGENTS

**1257TH MEETING
14 JULY 2010**

APPOINTMENT

Directorship of UP Diliman Extension Program in Pampanga

President Roman informed the Board that she has been following this up with the Chancellor of UP Diliman. But due to unforeseen circumstances, i.e. the Chancellor's mother getting very ill (confined at the ICU), the Chancellor has not had the time to interview the latest nominees. There is no report yet from the Chancellor. To date, the following have been nominated: Professors Manuel Gerardo Duran, Julieta Mallari, Roberto Reyes, Maria Sagrario Simbulan, Florencia Charito Sebastian. The Chancellor still has to interview Professors Duran, Simbulan and Sebastian. The President said that she is not sure if Prof. Mallari is still in the running.

The process, according to the President, has not been completed. Under the existing procedure, the Chancellor recommends because he is the one going to work directly with the Director. The President endorses on the basis of the Chancellor's recommendation and then the Board decides. To date, the Chancellor has not made any recommendation.

Chair Angeles informed the Board that as requested by him during the last meeting, three of the nominees came to see him at CHED. Two did not report for the interview.

Regent Pascual asked if Prof. Sebastian is a new nominee.

President Roman said that Prof. Sebastian is a member of the faculty but still on detail with the Office of Senator Loren Legarda. She would not be available until September 2010.

The President suggested that the Board wait for the recommendation of the Chancellor.

Regent Taguiwalo pointed out that it would be difficult to decide on the directorship because there are no materials available. Until now, she said, the Board has not been furnished copies of the curriculum vitae and copies of the nominees' programs. The Faculty Regent added that she appreciates the President's underscoring the fact that the Board has to follow the process. This process, however, has been going on for over a year now. The term of the incumbent Director ended in May 2009 and the Chancellor has been given the leeway to give the recommendations for over a year now. While she commiserates with Chancellor Cao who has to look after his sick mother, Regent Taguiwalo said that she does not know how the Board could decide on this given the lack of information. In terms of process, the Board has been very patient in giving the Chancellor of UP Diliman more than enough time to make the recommendation.

Regent Pascual wondered how this particular item was put in the agenda and yet the Board does not have the necessary papers and thus not ready to decide.

President Roman explained that in the last Board meeting, it was the Chair who raised this issue and wanted this taken up in the special meeting. The President said that she has been following this up with Chancellor Cao. The Chancellor was on official trip to China but had to come home because of his mother. President Roman called up the Chancellor and asked him to make a recommendation. Chancellor Cao, however, responded that he could not make a recommendation without interviewing the latest nominees.

Chair Angeles asked what the pleasure of the Board was. Apparently, he said, the Board could not decide on this matter, in the absence of materials. The Chancellor should be given time to submit the results of his interviews and his recommendations.

Regent Gonzales inquired from the Chair who were the nominees he interviewed, for records purposes.

Chair Angeles said that he had interviewed Profs. Roberto Reyes, Maria Sagrario Simbulan and Florencia Charito Sebastian.

Regent Taguiwalo asked if the President has information on these nominees, e.g. their CVs. President Roman said that there are no available information since the report including the complete documentation should come from the Chancellor. She reminded the Board that the recommendation should come from the Chancellor since it is he who would be working with the Director.

The Faculty Regent put on record that the Board of Regents approved the process for selecting deans and directors which provides that three months before the end of the term of the incumbent, a search process shall commence and a month before the end of the term of the incumbent, a new dean or director should have been chosen. The Chancellor, therefore, should be reminded of the approved process which provides a time frame for selecting new deans and directors. The Board has given him more than enough time. The Faculty Regent then asked what the Board could do if the Chancellor does not follow what is prescribed under the Board-approved selection process.

President Roman reminded the Board that the Chancellor submitted the name of Prof. Juliet Mallari at the first instance. The Board did not accept and asked the Chancellor to expand the process which he did. The Chancellor did an active search. In fact, he talked to a number of possible nominees. Unfortunately, nobody wanted to take on the challenge. It was truly a long process for the Chancellor. It was by authority of the Board that the Chancellor expanded the search.

Regent Cabrera commented that adequate time was given the Chancellor. In fact, he said, there were interested and qualified nominees in the past. The problem could be the fact that these nominees are not the preferences of the Chancellor. It would be difficult, the Staff Regent said, for people to be nominated and realized later that they are not the preferences of the Chancellor, "hindi sila tipo ng Chancellor." There could be a situation, Regent Cabrera said, where qualified individuals would refuse to be nominated. This would defeat the notion of democratic participation, where one may not necessarily be the preference of the Chancellor but he/she could still work with the Chancellor in the operationalization of the latter's Vision/Mission.

President Roman explained that any selection process is discriminatory. The Chancellor chooses on the basis of the qualifications of the nominees and on the basis of how he is going to relate with that person. It is not as if "natipuhan ka lang ng Chancellor." This has never happened in the University. Moreover, the President said that UPDEPP is not complaining. There is nothing scandalous or anomalous going on there. The faculty members are not complaining.

Chair Angeles said that as expressed by many members of the Board, the directorship of the UPDEPP could be taken up during the regular meeting of the Board on July 29, 2010. There should be no further postponement since this is long overdue.

President Roman informed the Board that she will ask the Chancellor to submit all the documents pertinent to the search. If he does not come up with a recommendation by July 29, the Board would decide.

Regent Taguiwalo requested the Office of the Secretary of the University and the Board of Regents to put together all excerpts from the minutes of the Board pertinent to the selection of the Director of UPDEPP. This could be a learning experience and perhaps, the Faculty Regent said, the Board could come up with additional guidelines vis-à-vis the selection process for deans and directors.

POLICY MATTERS APPROVED

Proposal of the College of Engineering to Name Building One (1) of the UP Centennial Dormitory as CONCORDIA B. ALBARRACIN HALL

The Guidelines for naming building, structures, streets, parks and other places in the University (approved by the UP President on 27 July 2004 and noted by the Board of Regents during its 1195th meeting on

26 August 2004) ("Guidelines") provide, pertinently to the proposal of the College of Engineering to name Building One of the UP Centennial Dormitory after the mother of Dr. Magdaleno B. Albaraccin, Jr., that in naming a building, after a natural person, the person so honored must have exceptional or exemplary achievements in his/her field/profession or significant contribution to the University or the Filipino people and must have a sterling reputation or could be looked upon as a role model of the youth (3rd Para., Guidelines). This is subject to a subsequent condition that the donation subject of the naming rights concession should not be less than fifty percent (50%) of the construction cost of such building, street, park or place.

Dean Rowena Guevara of the College of Engineering attests that the donation of Dr. Albarracin, through Union Galvasteel Corporation (UCG) is indeed more than fifty percent (50%) of the cost of construction and that, more pertinently, the person to be honored with the requested naming "lived an exemplary life as a primary grade school teacher and even received several awards for excellence in teaching ... with all her six children (being) professionals, and four of whom are alumni of the University of the Philippines."

There is substantial justification to recommend that the proposed naming of the Centennial Dormitory to Concordia Albarracin Hall be granted. The late Mrs. Albarracin, having been an exemplary teacher to generations of primary school students and mother to six of her own, four of whom are UP alumni, deserves to be honored and set apart as example.

Board action: **APPROVAL.**

OTHER MATTERS

Appeals of Respondent-Appellants RANDOLPH JON P. GUERZON, ARNOLD H. ARAN and ANDRE JOSEPH S. DE BELEN

Hereunder is the pertinent Memorandum of the Vice President for Legal Affairs (Memorandum No. TOT (J) 2010-037 dated 21 June 2010):

"STATEMENT OF THE CASE:

This is a consolidated Memorandum to the Honorable Board of Regents in relation to the following:

1. Appeal of Randolph Jon P. Guerzon from the Decision of the Office of the President dated 31 July 2009 finding the respondent-appellant guilty of violating Rule 1 Sections 1(B) and 1(H) of the Revised Rules and Regulations Governing Fraternities, Sororities and Other Student Organizations ("the Rules") for the acts of recruiting freshmen students to the Sigma Rho Fraternity as well as involvement in physical initiations (hazing) and imposing upon him the penalty of expulsion and two one (1) year suspensions
2. Appeal of Arnold H. Aran from the Decision of the Office of the President dated 12 April 2010 for Violation of Rule 1 Sections 1(B) and 1(H) of the Revised Rules and Regulations Governing Fraternities, Sororities and Other Student Organizations ("the Rules") likewise for the acts of recruiting freshmen students to the Sigma Rho Fraternity as well as involvement in physical initiations (hazing) and imposing upon him the penalty of expulsion and two one (1) year suspensions

Considering that the foregoing cases involve the same set of facts and the Decisions of the Honorable President pertaining to said cases are now on appeal to the Honorable Board, these cases shall be resolved jointly in this memorandum.

Complainants FIDEL T. CASIMIRO, LYNNE C. OLPOT, EDAN BELGICA and JOHN DEREK QUELIZA ("Complainants"), all freshmen

students of UPLB, filed the cases against members of the Sigma Rho Fraternity ("Sigma Rho") including herein respondent-appellants for: a) recruiting freshmen, including Complainants, to join the fraternity; b) subjecting Complainants to hazing activities as part of their fraternity initiation rites; and c) threatening Complainants with physical harm and death through text messages.

All herein respondent-appellants basically denied the charges against them. The Student Disciplinary Tribunal (Tribunal) conducted several hearings and came out with the following findings:

1. Respondent-appellant Guerzon was guilty in SDT Case No. 07-15 for conducting physical initiations, in SDT Case No. 07-15A for recruiting freshmen, herein Complainants, and in SDT Case No. 07-15C for recruiting freshmen namely Erizon Aldea, John Keith Enriquez, Andrew Gozar, Mark David Briones, Clarence Carcellar, and Angelo Bernardo Orosco.
2. Respondent-appellant Aran was guilty in SDT Case No. 07-15 for conducting physical initiation or hazing, in SDT Case No. 07-15A for recruiting freshmen, herein Complainants, and in SDT Case No. 07-15C for recruiting freshmen namely Erizon Aldea, John Keith Enriquez, Andrew Gozar, Mark David Briones, Clarence Carcellar, and Angelo Bernardo Orosco.

CASE OF RANDOLPH JON P. GUERZON

In his Appeal dated 30 April 2009, respondent-appellant Guerzon sought the reversal of the Decision of the Tribunal.

In the Endorsement of the Appeal to the Office of the Vice President for Legal Affairs dated 04 May 2009, the Office of the Chancellor refuted the allegations of respondent-appellant citing therein the procedural as well as substantial legal bases for the Decision.

In a Decision dated 31 July 2009, the Office of the President (through the Office of the Vice-President for Legal Affairs) issued a Decision affirming in toto the Decision of the SDT as approved by the Office of the Chancellor. In this Decision, the Office of the President explained the basis of the Decision, thus:

"The following issues are presented for resolution:

1. Whether or not respondent-appellant's right to due process was violated and whether such violation effectively nullifies the Decision.
2. Whether or not there is substantial evidence to hold respondent-appellant guilty of the charges filed against him.

"We agree with the Chancellor that there was no violation of respondent's right to due process.

"In the first place, respondent-appellant misapprehends Section 3, Rule III of the Rules. The provision does not provide that both parents and student respondents must be furnished a copy of the formal charge as it actually states that:

'xxx The formal charge shall be served on the student/respondent(s) through the Dean of the College, a copy of which shall be furnished the parents and/or guardians or the student respondents'

"In other words, there is proper service when the formal charge is sent to EITHER the parents/guardians or the student respondents themselves. In this case, the student respondents, including respondent-appellant, was served the formal charges through the College Secretary on 09 October 2007 (See Attachment 4 of the Decision). It is not disputed that respondent-appellant filed his Answers to the formal charges. Thus, it similarly cannot be disputed that he received the formal charges as he would have nothing to answer had he not received the same.

"In his Appeal dated 30 April 2009, respondent-appellant, in trying to assert his contention, also cited Section 8 of the Rules and Regulations on Student Conduct and Discipline which requires that "xxx (I)n every charge, the parents or guardians of the students charged shall be furnished a copy of the same xxx". He insists that the failure to comply with this provision is a violation of respondent-appellant's right to due process and hence, consequently renders the Decision null and void.

"This Office disagrees.

"Assuming for the sake of argument that both parents and student-respondents are supposed to be furnished copies of the formal charges, it would still not render the decision null and void.

"Jurisprudence directs that when it comes to administrative cases, technical rules of procedure must not be rigidly applied. As stated in the case of *Morales v. Board of Regents of the University of the Philippines*, thus:

'xxx We must bear in mind that procedural rules are intended to ensure the proper administration of law and justice. The rules of procedure ought not to be applied in a very rigid, technical sense, for they are adopted to help secure, not override, substantial justice. A deviation from its rigid enforcement may thus be allowed to attain its prime objective, for after all, the dispensation of justice is the core reason for the existence of courts. Xxx' (*Morales v. Board of Regents of UP*, 446 SCRA 227, 238-239, December 13, 2004.)

"Hence, it would be substantial compliance to the rules if the student respondents were the only ones furnished copies of the formal charges like what happened in instant case. Besides, the primary objective of due process is the right to be informed and the consequent opportunity to be heard which has been achieved in this case when the formal charges were served upon respondent-appellant. In *Gairan v. Alcala, et al.*, the Supreme Court reiterated this ruling:

'xxx What is repugnant to due process is the denial of the opportunity to be heard. The petitioner was undoubtedly afforded the opportunity to present his side as he was directed to file his written answer to the formal charge against him. Xxx' (*Gairan v. Alcala, et al.*, 444 SCRA 428, 444, November 26, 2004).

"Hence, there can no violation of respondent-appellant's right to due process, which can effectively deprive the Tribunal of its jurisdiction to try and decide the case. The assailed Decision, therefore, is valid. xxx

Xxx

Xxx

Xxx

"Respondent-appellant also contends that he could not be made liable under Section 1(B), Rule I of the Rules because it was not "shown that he had engaged in or participated in the physical initiation". According to him, "(m)ere membership in the fraternity or mere presence in the place where the initiation took place will not automatically make the fraternity member guilty of this offense." (See Appeal dated 30 April 2009, p. 15).

"This argument cannot be countenanced.

"There is evidence to show that respondent-appellant engaged and participated in the physical initiations of the complainants. John Derek P. Queliza, one of the complainants, narrated in his "Salaysay" dated February 20, 2008, he stated:

'xxx Si Guerzon Randolph Jon ay hinampas po ako ng belt sa katawan. Xxx' (See "Salaysay ni Derek Queliza sa SDT Case No. 07-15, page 1).

"This is a clear and unqualified statement about respondent-appellant's direct participation during the initiation rites of the complainants.

"Further, it is not correct to limit the term "engages" to the actual infliction of violence. In fact, Section 1(B) Rule I of the Rules provides for some flexibility when it used the phrase "in any form" to describe the "physical initiations or hazing". In this case, respondent-appellant can be said to have "engaged" in physical initiations by his active presence and tacit consent to the entire prohibited activity.

"Besides, the "Salaysay" of the complainants specifically stated that they were forced to kneel before all the members of Sigma Rho present during the physical initiations, including herein respondent-appellant (See Salaysay of all the complainants dated 20 February 2008, page 2).

"As regards the charge of "recruiting" freshmen to join a fraternity under Section 3, Rule I of the Rules, this Office agrees with the Office of the Chancellor in its interpretation of the term "recruitment".

"Recruitment" involves not only "inviting" people as interpreted by respondent-appellant, but the entire process of bringing into one's organization a fresh supply of members as defined by the Webster's dictionary.

"In instant case, while respondent-appellant did not directly invite complainants to join the fraternity, he participated in the recruitment process when he took part in the physical initiation rites conducted by Sigma Rho. In fact, the whole process of recruitment culminated when respondent-appellant, together with the entire membership of the fraternity, accepted the neophytes into their organization.

"WHEREFORE, in view of the foregoing, this Office denies the Appeal dated 30 April 2009, and affirms in full the SDT Decision dated 16 April 2009 finding respondent-appellant RANDOLPH JOHN P. GUERZON guilty of violating Section 1(B) and Section 1 (H) of Rule I of the Revised Rules and Regulations Governing Fraternities, Sororities and Other Student Organizations and imposing on him the penalty of EXPULSION in SDT Case No. 07-15; SUSPENSION in SDT Case No. 07-15-a; and SUSPENSION IN SDT Case No. 07-15c. xxx"

In his Memorandum-Appeal to the Board of Regents dated 24 August 2009, respondent-appellant sought the reversal of the Decision dated 31 July 2009 on the following:

Grounds

"I. THE HONORABLE U.P. PRESIDENT COMMITTED SERIOUS ERROR AND GRAVE ABUSE OF DISCRETION IN AFFIRMING THE DECISION OF THE STUDENT DISCIPLINARY TRIBUNAL DATED APRIL 16, 2009 FOR THE REASON THAT THE SDT DECISION WAS RENDERED IN VIOLATION OF THE RIGHTS OF THE RESPONDENT APPELLANT TO DUE PROCESS OF LAW AND IS NOT SIGNED BY THE CHAIRMAN AND ONE MEMBER OF THE TRIBUNAL.

"II. THE HONORABLE OFFICE OF THE PRESIDENT THROUGH THE VICE PRESIDENT FOR LEGAL COMMITTED SERIOUS ERROR AND GRAVE ABUSE OF DISCRETION IN IMPLEMENTING THE DECISION PENDING APPEAL DESPITE THE FACT THAT THE PENALTY IMPOSED BY THE SDT IS MORE THAN ONE YEAR.

“III. THE HONORABLE UP PRESIDENT COMMITTED SERIOUS ERROR AND GRAVE ABUSE OF DISCRETION IN NOT FINDING THAT RESPONDENT APPELLANT IS NOT GUILTY OF VIOLATING SECTION 1(B) AND SECTION 1(H) OF RULE 1 OF THE REVISED RULES AND REGULATIONS GOVERNING FRATERNITIES, SORORITIES AND OTHER STUDENT ORGANIZATIONS AND IN NOT DISMISSING THE CASE FOR LACK OF SUBSTANTIAL EVIDENCE TO SUPPORT THE DECISION

“IV. THE HONORABLE U.P. PRESIDENT COMMITTED SERIOUS ERROR AND GRAVELY ABUSED HER DISCRETION IN IMPOSING THE PENALTY OF EXPULSION AND SUSPENSION ON RESPONDENT APPELLANT RANDOLPH JON P. GUERZON

“V. ASSUMING THAT THE RESPONDENT APPELLANT IS GUILTY OF VIOLATING SECTION 1(B) AND SECTION 1(H) OF RULE 1 OF THE REVISED RULES AND REGULATIONS GOVERNING FRATERNITIES, SORORITIES AND OTHER STUDENT ORGANIZATIONS, THE PENALTY IMPOSED IS TOO HARSH, EXCESSIVE AND NOT COMMENSURATE TO HIS ALLEGED PARTICIPATION IN THE OFFENSE CHARGED.

Discussion in the Guerzon Case

There is no violation of respondent-appellant's right to administrative due process.

The first ground raised by herein respondent-appellant basically harps on his argument that his right to administrative due process has been violated because his parents were not furnished a copy of the formal charge, and that the chairman of the Tribunal did not sign its Decision.

Jurisprudence defines the concept of Administrative Due Process as simply the opportunity to be heard. In the recent case of *Bacsasar v. Civil Service Commission* (G.R. No. 180853, January 20, 2009), the Supreme Court stated:

“xxx It must be remembered that the essence of due process does not necessarily require a hearing, but simply a reasonable opportunity or right to be heard or, as applied to administrative proceedings, an opportunity to explain one's side.

Xxx What is simply required is that the party concerned is given due notice and is afforded an opportunity or right to be heard. It is enough that the parties are given a fair and reasonable opportunity to explain their respective sides of the controversy and to present evidence on which a fair decision can be made. Xxx”

In instant case, respondent-appellant, together with his co-respondents, was informed of the formal charges, and was given an opportunity to explain his side of the story as well as present his legal arguments before the Tribunal. Because of this, respondent-appellant's contention that his parents were not furnished a copy of the formal charge and that the SDT Decision was not signed by the Chairman of the Tribunal are now peripheral issues which, even if true, will not tantamount to a denial of respondent-appellant's right to administrative due process.

For instance, the absence of the signatures of the Chairman and the Student-Representative of the Tribunal on the Decision, cannot possibly render the entire proceedings nugatory as contended by herein respondent-appellant because it is common knowledge that a member of the Tribunal, including the Chairman himself, may opt not to take part in some of the proceedings of the Tribunal. For as long as a Decision is arrived at by a majority of the Tribunal members, the Decision should be binding on the parties to the case.

Furthermore, nothing in the Rules directs the complete nullification of the entire proceedings if the parents of respondents

were not furnished a copy of the formal charges. Besides, the parents of respondent-appellant were not oblivious to the charges against their son when they admitted before the secretary of the SDT that they knew of the formal charges filed against him. Respondent-appellant, himself, knew of the charges against him, otherwise, he would not have been able to file his Answers before the Tribunal.

Respondent-appellant's contention that the Tribunal was partial against him is not only false but overly presumptuous. Just because the Tribunal rendered a Decision against him, respondent-appellant concludes right away that the Tribunal intended to convict him. This conclusion is completely baseless and unsupported by any kind of evidence.

Respondent-appellant Guerzon's contention that he was not furnished a copy of the UPLB Chancellor's Endorsement of Appeal and hence his right to administrative due process has been violated is not valid because said Endorsement did not raise any new factual issues which respondent-appellant Guerzon may not have had the opportunity to rebut during the proceedings in the Tribunal. What it contained were mere legal opinions based on evidence previously presented during the hearings. Said legal opinions did not amend the Decision of the Tribunal but simply amplified some of the Tribunal's legal conclusions.

Hence, the basic requirements of administrative due process have been completely satisfied.

The school registrar was correct in not allowing respondent-appellant to enroll on the basis of his earlier suspensions.

On the issue of the decision being executed pending appeal, respondent-appellant misinterpreted the act of the school registrar to deny him enrollment in relation to the pertinent provision on the Rules. The Office of the Vice President for Legal Affairs, in a Memorandum to respondent-appellant's father Atty. Adolpho M. Guerzon dated 16 June 2009, clarified that respondent-appellant was not allowed to enroll because of the two (2) one-year suspensions imposed on respondent-appellant in SDT Cases Nos. 07-15 and 07-15A which, according to Section 2 of Rule V of the Rules, is immediately executory pending appeal. Hence, he was denied enrollment, not on the basis of the penalty of expulsion imposed upon him but on the basis of the two (2) one (1) year suspensions he received. Respondent-appellant's contention that any portion of the Decision could not be implemented pending appeal simply cannot prevail because then an unfair situation would arise. For it would be clearly unjust for somebody who is convicted only of one (1) year suspension not to be allowed to enroll while another person who is convicted of two (2) one year suspensions plus expulsion can still enroll. That cannot possibly be the contemplation of the Rules.

There is substantial evidence to convict respondent-appellant for hazing and the recruitment of complainants but not in the recruitment of the other freshmen students.

On the ground that there is no substantial evidence to convict respondent-appellant, there seem to be a basis to partially modify the Decision of the Tribunal and the Honorable President.

Respondent-appellant has been held liable for his act of recruiting two sets of freshmen, herein complainants who joined Sigma Rho on the first semester of SY 2007-2008 as well as those who joined Sigma Rho one semester earlier, on the second semester of SY 2006-2007.

It is the contention of respondent-appellant that the evidence did not show that he recruited any of the named freshmen. “Recruitment”,

argued respondent-appellant, is the act of soliciting membership, which according to him, he did not do in relation to this case. Further, he argued that recruitment is different from the actual conduct of the initiation rites otherwise the act of recruitment and hazing should not have been penalized separately. We disagree.

Any fraternity member who directly participates in any of the activities of the entire initiation rites, from the time a freshman student is invited to join the fraternity until the time that the student becomes a full-fledged member, commits the prohibited act of recruiting freshmen students. If, on top of participating in any activity during the initiations process, the fraternity member physically hurts any of the applicants/neophytes, the fraternity member shall likewise be made liable for hazing and shall be imposed an additional penalty of expulsion.

Based on above definition of "recruitment", respondent-appellant Guerzon is thus liable for directly participating in recruiting complainants when said complainant were made to kneel before the Sigma Rho member, including herein respondent-appellant, at the time that he was present during the physical initiation sometime July 20-27, 2007.

However, as correctly pointed out by respondent-appellant, the Tribunal failed to specify his direct participation in recruiting the other set of freshmen namely Erizon Aldea, John Keith Enriquez, Andrew Gozar, Mark David Briones, Clarence Carcellar, and Angelo Bernardo Orosco. There is also no evidence on record to show how he took part in recruiting these students.

Hence, it is recommended that the finding of the Tribunal to hold respondent-appellant Guerzon liable for the recruitment of herein complainants be affirmed. However, due to lack of substantial evidence, respondent-appellant Guerzon should be acquitted of the charge of recruiting Erizon Aldea, John Keith Enriquez, Andrew Gozar, Mark David Briones, Clarence Carcellar, and Angelo Bernardo Orosco.

On the charge of hazing, there is clearly substantial evidence showing respondent-appellant Guerzon's direct participation in the physical initiations based on complainant Queliza's testimony that respondent-appellant Guerzon hit him with a belt during the initiation rites. It is of no moment that this fact is not contained in the Decision of the Tribunal, the "Salaysay" of Queliza which contains this fact still forms of part of the body of evidence of this case which must be considered in determining the liability of respondent-appellant.

The penalty imposed upon respondent-appellant is necessary to show the university's serious intent of eradicating fraternity-related violence in campus

Respondent-appellant Guerzon also contends that the penalty imposed on him is too harsh, excessive and not commensurate to his alleged participation. While this office commiserates with the plight of respondent-appellant, it also cannot turn a blind eye on the enduring culture of violence taking place in the university's fraternity system that has destroyed the lives of many promising young men. As such, the Decision must remain firm and unyielding if only to convey to all how much the University condemns violent activities, regardless of any particular person's degree of involvement, in order to completely discourage and deter fraternities and other similar university organizations from even attempting to conduct such violent activities.

Considering the foregoing, it is respectfully recommended that the Board of Regents partially AFFIRM said findings by the Tribunal by holding respondent-appellant Guerzon liable for recruiting herein complainants as well as engaging in physical initiations, but absolving him from the charge of recruiting Erizon, Aldea, John Keith Enriquez, Andrew Gozar, Mark David Briones, Clarence Carcellar, and Angelo Bernardo Orosco due to lack of substantial evidence. It is recommended that respondent-appellant Guerzon be imposed the penalty of one (1) year suspension for the act of recruiting freshmen to Sigma Rho, and

the penalty of expulsion from the University for the act of conducting physical initiations or hazing.

CASE OF ARNOLD H. ARAN

In the case of respondent-appellant Aran, he appealed the decision of the Tribunal before the Office of the President, which then rendered a decision dated 12 April 2010 affirming said Decision.

Respondent-appellant now appeals before the Honorable Board on the following:

Grounds

The evidence adduced shows that respondent-appellant is not guilty of the charges against him.

Respondent-appellant's defense of denials and alibi are sustained by clear and convincing evidence and should thus be given credence.

The evidence submitted by complainants and respondent-appellant stand upon an equipoise which must redound to respondent-appellant's benefit.

The higher ends of substantial justice and equity dictate that respondent-appellant be allowed to graduate from the UP Los Baños.

Discussion in Aran Case

Upon serious re-examination of the facts of the case and evidence on record, we find no compelling and justifiable reason to modify the Decision of the Honorable President. The evidence on record as discussed below clearly shows that Aran took part in the recruitment of the complainants. There is also substantial evidence to show that he inflicted physical harm on the complainants during the hazing sessions of the Sigma Rho Fraternity. Hereunder is a more extensive discussion of the basis of this recommendation.

Substantial evidence provided by the prosecution shows respondent-appellant's guilt. Contrary to appellant's assertion, his defense cannot be given credence

Respondent-appellant alleges that he is not guilty of the charges against him and invokes the defense of denial and alibi.

In affirming the decision of the SDT, the Office of the President held thus:

The Tribunal found that there was substantial evidence to convict respondent-appellant of the charges against him. The Tribunal held:

The joint complaint affidavits and Salaysays of the complainants wherein they described in detail the events in the Sigma Rho Fraternity recruitment activities were carefully evaluated by the Tribunal.

During the clarificatory hearings conducted by the Tribunal on January 31, February 21 and November 24, 2008, it was observed that the complaining witnesses were all candid and straightforward in narrating their traumatic experiences in the hands of the officers and members of the Sigma Rho Fraternity during the recruitment process which commenced on June 18, 2007 during the Almusalan at the SU Building.

The medico-legal and the medical certificates as well as pictures of the injuries of the complainants have substantially established the fact that complainants Casimiro, Queliza, Olpot and Belgica underwent hazing or physical initiation on July 27, 2007.

It is a general knowledge that to become a member of the fraternity, there were various stages that an applicant should pass through. Obviously, like any other organization, the process starts when one member invites a non-member to attend their orientation. In the fraternity, there is a stage which they called "reporting" wherein the applicants will report to the members and officers of the fraternity for the purpose of getting acquainted with them. In the case of Sigma Rho fraternity, the witnesses testified that during the reporting stage, they were asked

not only to acquaint themselves with the members and officers of the fraternity but they were asked to do silly and menial things. Even in the reporting stage they have already experienced to be hazed aside from the physical initiation they have experienced on July 27, 2007. Hazing as defined in RA 8049, or "An Act Regulating Hazing and Other Forms of Initiation Rites in Fraternities, Sororities and Organizations and Providing Penalties therefor" is an initiation rite or practice as a prerequisite for admission into membership in a fraternity, sorority or organization by placing a recruit, neophyte or applicant in some embarrassing or humiliating situation such as forcing him to do menial, silly, foolish and similar tasks or activities or otherwise subjecting him to physical or psychological suffering or injury.

The Tribunal was convinced that in SDT Case No. 07-15, a hazing/ final initiation rites was indeed conducted on July 27, 2007 and that in SDT Case No. 07-15A, these complainants who were freshman when these incidents happened which started on June 18, 2007 until July 28, 2007 were recruited by the members and officers of the Sigma Rho fraternity.

The Tribunal believes that all the respondents were already known to the complaining witnesses during the final initiation rites. It must be noted that the recruitment process in this case started on June 18, 2007 wherein respondents Naval, Orosco and Perpena briefly oriented complainant Casimiro and Lynnel Olpot together with another applicant Aristotle Sylvania. The group continuously badger, and because of their compulsion, they were able to bring them to the White House or their fraternity house, for another orientation and were forced to become an applicant or a neophyte on July 11, 2007.

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The complainants in their Salaysays for SDT Case No. 07-15C, stating that the three (3) freshmen namely Aldea, Enriquez and Gozar were all present during the Sigma Rho fraternity orientation and the hazing activity wherein they suffered physical injuries in their bodies as well as their Salaysays for SDT Case No. 07-15D, wherein they emphatically stated in detail all the actual participation of freshmen Aldea, Briones, Carcellar, Enriquez, Gozar and Orosco proved that indeed the respondents in SDT Case No. 07-15C recruited the above-named freshmen. Suffice to say that these freshmen in SDT Case No. 07-15D allowed themselves to be recruited by the Sigma Rho fraternity during the second semester of SY 2006-2007 and first semester of 2007-2008 as far as Andrew Gozar is concerned. With this, the Tribunal is convinced that the respondents in SDT Case No. 07-15C and SOT Case No. 07-15D committed the offense as charged. The respondents freshmen did not present their witnesses who submitted affidavits to the Tribunal on August 31, 2007.

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Upon scrutiny, the tickler notebooks of complainants Casimiro and Olpot which were presented by the prosecution revealed those members of the Sigma Rho fraternity who, during the reporting stage of the complainants, wrote some information about themselves and signed their page. In Olpot's tickler notebook, information given by respondents Cristobal, Galindon, Carcellar, Malabanan, Aran, Bailey, Cabaylo, Alcaraz, Perpeña, Escobanas, and in Casimiro's tickler notebook, information given by respondents Briones, Cristobal, Galindon, Carcellar, Malabanan, Cabaylo, Enriquez, Alcaraz, Perpefl, Anciano and Samarista when compared to the membership roster of the SOAD (Attachment 1) are exactly the same information they have supplied. Likewise their signatures in the tickler notebooks have greater similarities compared to the attendance sheet of the SDT (Attachments 3 and 4) and their answers to the formal charges (Exhibit 3 to 3-D). These tickler notebooks also reveals that freshmen Enriquez, Briones and Carcellar who were admitted to the UPLB only last 2006 were recruited and became Sigma Rho members during the second semester of SY 2006-2007. Andrew Gozar who was admitted to UPLB in 2007 became a member of Sigma Rho fraternity on

June 29, 2007. Surprisingly, old members of the Sigma Rho fraternity such as Ramon Cristobal, Carlo Vic Anida, Emil Ricardo Perpeña, Linnuel Lorico, John Bailey Samarista and one ARCI were recruited when they were still freshmen.

Convincingly, the two weeks period after the orientation of the Sigma Rho fraternity which includes the reporting stage is enough for the complainants to recognize most of the respondents even only through their voices. For this reason, even though they were blindfolded, the complainants really knew who was the respondent hazing them while talking to them during the final initiation rites of the Sigma Rho Fraternity on July 27, 2007. And for two weeks, they became acquainted with all of the respondents in these six (6) cases.

On the other hand, to refute the allegations, the respondents submitted answers simply in a denial form stating only that they vehemently deny all the charges against them, the same being untrue. During the entire proceedings of this case, neither they confute the statements of the complainants nor presented evidences to prove their innocence. Mr. Aran, appeared and present himself to the Tribunal denying the charges against him. He stated that he went home during that date and time subject of the six (6) cases.

Contrary to what they have stated in their memorandum that respondents Guerzon and Aran did not participate in the hazing activity of the Sigma Rho fraternity, during the hearing on November 24, 2008, the respondents categorically stated that Randolph John Guerzon and Arnold Aran were present during the hazing or final initiation rites conducted by the Sigma Rho frat members on July 27, 2009. Aside from positively identifying Arnold Aran, Queliza and Casimiro testified in their Salaysays that Aran hit them by a belt in their bodies. Belgica likewise testified that Aran was present during the hazing activity.

The members who were not present during the said activity, according to the complainants, were De Belen, Tanguio and Veluya. However, the complainants have sufficiently proven that De Belen, Tanguio and Veluya were present during the reporting stage of the recruitment of the Sigma Rho Fraternity which started on July 10 until July 25, 2007.

Respondent-appellant has testified that he was not present during the hazing/ initiation ceremony held on 27 July 2007. He presented signed statements issued by his mother, which were attached to his Appeal Memorandum. Also attached was a signed statement allegedly executed by complainant Lynnel C. Olpot and his mother, Mylene C. Olpot, which stated:

I LYNNEL OLPOT do hereby retract all my statements against Arnold Aran regarding the recruitment of Fidel Casimiro Jr., John Derek Chester Queliza, Edan Belgica and Lynell Olpot by the Sigma Rho Fraternity as stated in SDT case 07-15, 07-15a and 07-15b. We support his testimonies that He was not in the incident at the time of the hazing activity and did not threaten us by any means.

Respondent-appellant also provided upon appeal a statement signed by Louise Aldrone Tanguio (Vice Archon AY 2007-2008), Andre Joseph de Belen (Keeper of the Rolls AY 2007-2008) and Prof. Jose Rene Micor (Senior Adviser AY 2007-2008) stating that respondent-appellant was an inactive member of the fraternity effective First Semester of Academic Year 2007-2008 and did not have any active involvement in the fraternity's activities and whereabouts during the whole school year.

Unfortunately, the pieces of evidence presented by respondent-appellant upon his appeal are insufficient to overturn the decision of the Tribunal.

The Salaysays provided by the complaining witnesses clearly placed respondent-appellant in the scene of the hazing/ initiation ceremony held on 27 July 2007. In fact, complainants Casimiro and Queliza identified respondent-appellant as having hit them with belts during the hazing incident. Complainant Belgica also stated that respondent-appellant

was present during the said incident. Only complainant Olpot made no mention of respondent-appellant's participation during the initiation ceremony, although his Salaysay mentioned that he knelt in front of respondent-appellant at the end of the ceremony to ask for acceptance.

We are inclined to believe complainants Casimiro, Queliza, and Belgica that respondent-appellant was indeed present during the initiation ceremony, and moreover, actively participated in the hazing incident. If indeed respondent-appellant was not present during the said initiation ceremony, ALL the complainants would have said so, as they did in the case of De Belen, Tanguio and Veluya. The substantial evidence proving respondent-appellant's guilt far outweighs the evidence he presented to show his alleged innocence.

Despite respondent-appellant's assertions that he did not recruit the complainants when they were freshmen, substantial evidence was provided showing otherwise. Complainants Casimiro and Belgica both stated that they reported to respondent-appellant. Complainants Olpot and Queliza both stated that they reported to respondent-appellant and that he made them jog or exercise. The Tickler notebook of Olpot was signed by a certain Arnold, with student number starting with 01 and whose course was BS Chemical Engineering. It is reasonable to assume that such Arnold is respondent-appellant, whose student number also began with 01 and whose course was BS Chemical Engineering. Such pieces of evidence constitute substantial evidence showing respondent-appellant's participation in the recruitment of the complainants.

As for the charge for having recruited Aldea Erizon; Briones, Marck David G; Carcellar, Clarene R; Enriquez John Keith; Andrew DG when they were freshmen, this office affirms the decision of the SDT. As the Tribunal accurately pointed out, Enriquez, Briones and Carcellar, who were admitted to the UPLB only last 2006, were recruited and became Sigma Rho members during the second semester of SY 2006-2007. At that time, respondent-appellant was serving as the Grand Archon of Sigma Rho Fraternity.

As an Officer of Sigma Rho, respondent-appellant had the responsibility of ensuring that his fraternity brothers not only complied with the rules and regulations of their fraternity, but those of the University as well. As an officer, he was in the perfect position to put a stop to the recruitment of complainants, knowing fully well that recruitment of freshmen is prohibited under the Rules. This, unfortunately, respondent-appellant failed to do.

Rule 1 Section 1(H) of the Rules clearly states:

H. Any such member or officer of fraternities or sororities who recruits a college freshman or first year student taking a first undergraduate degree shall be suspended for at least one (1) year and the student recruited as well as all officers of the fraternities or sororities concerned shall likewise be suspended for a similar period.

As an officer of the recruiting fraternity, respondent-appellant shall be suspended for at least one (1) year for such offense under Rule 1 Section 1(H) of the Rules. Therefore, this Office must AFFIRM the decision of the Tribunal in SDT Case No. 07-15C finding respondent-appellant guilty of the offense charged and penalizing him with suspension for one (1) year.

As held by the Supreme Court in the landmark case of Ang Tibay vs. Commissioner of Internal Revenue (69 Phil 635), substantial evidence is more than a mere scintilla. It means such relevant evidence as a reasonable mind might accept as adequate to support a conclusion. Substantial evidence proved that respondent-appellant participated in the hazing and recruitment of freshmen students. Accordingly, this Office has no choice except to AFFIRM the decision of the Tribunal in SDT Case No. 07-15, 07-15A, and 07-15C finding respondent-appellant guilty of the offenses charged.

In addition to the evidence submitted by respondent-appellant before the SDT and during his appeal to the Office of the President, he also submitted a statement allegedly signed by complainant Queliza which states:

I, Derek Queliza, hereby retract all my statements against Arnold H. Aran regarding my recruitment, physical initiation or the hazing conducted by the Sigma Rho Fraternity which are the subject matters of SDT Case nos. 0715, 0715A to E for violation of Sec.1(B) and Sec.1(H) of the Revised Rules and Regulations Governing Fraternities, Sororities, and other Student organizations. Arnold H. Aran did not recruit me, He was not present in the physical initiation or hazing and thus did not inflict any physical harm or injury upon me.

Place of Signing UPLB, May 11, 2010.

The issue at hand is whether or not the evidence submitted by prosecution was substantial to prove respondent-appellant's guilt, as held by the SDT and affirmed by the Office of the President.

We recommend that the decision of the SDT and the Office of the President be affirmed.

With regard to the charge of physical initiation or hazing, respondent-appellant claims that he was at home at the time of the hazing. He presented letters signed by his mother, Mrs. Amelia Aran, attesting to such. Respondent-appellant and Mrs. Aran claimed that respondent-appellant had arrived home by 8:00 p.m. on 27 July 2007, and that he had stayed home the whole weekend. Respondent-appellant also submitted statements allegedly issued by complainants Olpot and Queliza, retracting their previous statements regarding respondent-appellant's participation during the physical initiation.

The prosecution, on the other hand, presented Salaysays executed by the four complainants Olpot, Queliza, Belgica, and Casimiro placing respondent-appellant in Laguna during the initiation. These statements were signed by Isabel C. Mendoza, a member of the SDT.

The Supreme Court has extensively discussed denial and alibi. In the case *Velasco vs. People of the Philippines* (G.R. No. 166479, 28 February 2006), the Supreme Court held:

"To be believed, denial must be buttressed by strong evidence of non-culpability. Otherwise, it is purely self-serving and without merit. <http://sc.judiciary.gov.ph/jurisprudence/2006/feb2006/G.R.No.166479.htm> - _ftn27

Settled is the rule that the defense of alibi is inherently weak and crumbles in the light of positive declarations of truthful witnesses who testified on affirmative matters. <http://sc.judiciary.gov.ph/jurisprudence/2006/feb2006/G.R.No.166479.htm> - _ftn28

Greater weight is given to the categorical identification of the accused by the prosecution witnesses than to the accused's plain denial of participation in the commission of the crime. <http://sc.judiciary.gov.ph/jurisprudence/2006/feb2006/G.R.No.166479.htm> - _ftn29

There being no strong and credible evidence adduced to overcome the testimonies of private complainant and Armando Maramba pointing to him as the culprit, no weight can be given petitioner's denial.

Petitioner's defense of alibi likewise fails. As against positive identification by prosecution witnesses, the accused's alibi is worthless. <http://sc.judiciary.gov.ph/jurisprudence/2006/feb2006/G.R.No.166479.htm> - _ftn30. Having been identified by two credible witnesses, petitioner cannot escape liability. Moreover, for alibi to prosper, it must be proven that during the commission of the crime, the accused was in another place

and that it was physically impossible for him to be at the locus criminis. [http://sc.judiciary.gov.ph/jurisprudence/2006/feb2006/G.R.No.166479.htm - _ftn31](http://sc.judiciary.gov.ph/jurisprudence/2006/feb2006/G.R.No.166479.htm-_ftn31) Courts view the defense of alibi with suspicion and caution not only because it is inherently weak and unreliable, but also it can be fabricated easily. [http://sc.judiciary.gov.ph/jurisprudence/2006/feb2006/G.R.No.166479.htm - _ftn32](http://sc.judiciary.gov.ph/jurisprudence/2006/feb2006/G.R.No.166479.htm-_ftn32).

As found by the trial court, it was not physically impossible for petitioner to be at the crime scene when the crime was committed since it only takes a ten-minute ride from the place where he allegedly alighted from the car of one Berting Soriano to the crime scene. We have held that:

Alibi, the plea of having been elsewhere than at the scene of the crime at the time of the commission of the felony, is a plausible excuse for the accused. Let there be no mistake about it. Contrary to the common notion, alibi is in fact a good defense. But to be valid for purposes of exoneration from a criminal charge, the defense of alibi must be such that it would have been physically impossible for the person charged with the crime to be at the locus criminis at the time of its commission, the reason being that no person can be in two places at the same time. The excuse must be so airtight that it would admit of no exception. Where there is the least possibility of accused's presence at the crime scene, the alibi will not hold water. (Citing *People v. Malones*, G.R. Nos. 124388-90. 11 March 2004, 425 SCRA 318, 339)" (Emphasis ours, citations omitted) [http://sc.judiciary.gov.ph/jurisprudence/2006/feb2006/G.R.No.166479.htm - _ftn33](http://sc.judiciary.gov.ph/jurisprudence/2006/feb2006/G.R.No.166479.htm-_ftn33)

In clarifying the requirements for alibi, the Supreme Court held in the case of *People vs. Oco* (G. R. Nos. 137370-71, 29 September 2003):

"For alibi to prosper, the requirements of time and distance must be strictly met. It is not to prove that the crime was committed; he must also demonstrate by clear and convincing evidence that it was physically impossible for him to be at the scene of the crime during its commission." (Emphasis ours)

Further, the Supreme Court held in the case *People vs. Gomez* (G.R. No. 132171 31 May 2000):

"The defense should know better than to hide behind the convenient cloak of judicial notice to escape attention from the fact that it failed to introduce evidence of physical impossibility during trial. Physical impossibility in relation to alibi takes into consideration not only the geographical distance between the scene of the crime and the place where accused maintains he was at, but more importantly, the accessibility between these two points – in the instant case, how this distance translates to number of hours of travel. Thus, although geographical distances may be taken judicial notice of, this alone will not suffice for purposes of proving an alibi, because it remains for the defense to prove the relative accessibility of accused from the scene of the crime at the time the crime was committed. Putting it more plainly, the defense should have introduced evidence of average travel time as of March 1993 from Iloilo City to Bungsod, Valderrama, Antique – and it should have done so during the trial, and not now on appeal." (Emphasis ours)

In deciding this case, the Honorable Board must weigh the evidence presented by both parties.

In the case of *People vs. Larrañaga et al.* (G.R. Nos. 138874-75, 21 July 2005), the Supreme Court offered the following advice regarding appreciating evidence pertaining to alibi:

"Appellants likewise claimed that we should have not sustained the trial court's rejection of their alibi. Settled is the

rule that the defense of alibi is inherently weak and crumbles in the light of positive declarations of truthful witnesses who testified on affirmative matters. Being evidence that is negative in nature and self-serving, it cannot attain more credibility than the testimonies of prosecution witnesses who testify on clear and positive evidence. On top of its inherent weakness, alibi becomes less plausible as a defense when it is corroborated only by relatives or close friends of the accused.

This case presents to us a balance scale whereby perched on one end is appellants' alibi supported by witnesses who were either their relatives, friends or classmates, while on the other end is the positive identification of the herein appellants by the prosecution witnesses who were not, in any way, related to the victims. With the above jurisprudence as guide, we are certain that the balance must tilt in favor of the latter." (Emphasis ours, citations omitted)

We are convinced that the evidence presented by the defense even on appeal, is insufficient to overcome the positive testimony and clear identification of the prosecution.

First, the latter statements issued by complainants Olpot and Queliza retracting their previous statements do not seem as credible as their previous salaysays. Neither of these statements was sworn to, or was issued before any competent authority. The salaysays, however, were received by the SDT, an impartial body investigating the case. Also, the statements were issued in 2009 in the case of Olpot and in 2010 in the case of Queliza. At least two years have passed since the incident occurred. The identification of respondent-appellant by the complainants during the SDT proceedings is much more believable than their belated retractions, considering the SDT proceedings occurred soon after the incident happened, presumably, while complainants' memories of the incident were still fresh.

Second, assuming *arguendo* that the retractions by Olpot and Queliza are to be believed, there is still the matter of Belgica's and Casimiro's testimonies which place respondent-appellant at the scene of the hazing and identified his participation. Belgica stated that respondent-appellant was present and Casimiro stated that he was hit by respondent-appellant with a belt. Both stated that they knelt in front of Sigma Rho members present during the hazing, including herein respondent-appellant. The Office of the President was correct in pointing out that if indeed respondent-appellant was not present during the physical initiation, all of the complainants would have retracted their previous statements or would not have placed respondent-appellant at the scene of the incident in the first place, as in the case of *de Belen*, *Tanguio*, and *Veluya*.

Third, applying the doctrine established in *People vs. Larrañaga* as cited above, we are more inclined to believe the testimony of the complainants instead of respondent-appellant's witness. Complainants have no relationship with respondent-witness and are less inclined to falsify the truth. On the other hand, a mother is likely to protect her son. To bolster his defense, respondent-appellant should have presented the testimony of uninterested witnesses who could identify him as having spent the entire weekend at home.

Fourth, the requirements of time and distance have not been met. Aside from the testimony of his mother, respondent-appellant has not provided any proof that it was physically impossible for him to have been present at the physical initiation or hazing. As held in *People vs. Gomez* as cited above, "the burden is upon the accused to present credible and tangible proof of physical impossibility to be at the scene of the crime; otherwise, an alibi may not prevail over the positive testimony and clear identification of the accused by prosecution witnesses."

All of the above reasons convincingly support the decisions of the SDT and Office of the President holding respondent-appellant liable for physical initiation or hazing, in violation of Rule 1 Section 1(B) of the Rules.

With regard to the charge of recruitment of freshmen, respondent-appellant failed to present substantial proof in his defense.

Respondent-appellant invokes the statements issued by Olpot and Queliza to prove that he did not participate in the recruitment of the complainants. Respondent-appellant also provided a statement signed by Louise Aldrone Tanguio (Vice Archon AY 2007-2008), Andre Joseph de Belen (Keeper of the Rolls AY 2007-2008) and Prof. Jose Rene Micor (Senior Adviser AY 2007-2008) stating that respondent-appellant was an inactive member of the fraternity effective First Semester of Academic Year 2007-2008 and did not have any active involvement in the fraternity's activities and whereabouts during the whole school year.

Even if respondent-appellant was indeed officially inactive in the organization during the first semester of AY 2007-2008, this does not necessarily mean he took no part in recruiting the complainants. An inactive member may continue to hang out with his fraternity brothers despite his inactive status. As a former Grand Archon, it does not seem plausible that respondent-appellant would fail to encourage recruits he may come across to join the fraternity. In fact, as stated by complainants Casimiro and Belgica in their salaysays, respondent-appellant was one of the Sigma Rho members they reported to during the recruitment period. Moreover, respondent-appellant did not deny that he signed the tickler notebook of Olpot during the recruitment period, as stated in the decision of the Office of the President. There is enough evidence presented by the prosecution for a reasonable mind to arrive at the conclusion that indeed, respondent-appellant participated in the recruitment of the complainants.

Respondent-appellant also presented a letter from the UPLB Sigma Rho Fraternity Alumni Association, Inc. which stated that Briones and Carcellar, whose student numbers start with 06, were not members of the fraternity. Such statements are self-serving and are easily overcome by the proof provided by the prosecution. Aside from the statements made by the complainants identifying Carcellar and Briones as Sigma Rho members, the tickler notebooks of Olpot and Casimiro contained pages signed by Briones and Carcellar stating that they were members of the fraternity and that they were recruited while they were still freshmen students as shown by their "Date of Finals." Further, the notebooks revealed that Carcellar was the chairman of Sigma Rho's Committee on Social Affairs and that Briones was a member of the same committee. Also, the tickler notebooks showed that John Keith Enriquez, whose student number is 06-47596, had his finals on 5 January 2007. Enriquez, Briones, and Carcellar were clearly recruited while they were freshmen, during the time respondent-appellant served as Grand Archon. Accordingly, he must be held liable as an officer for violating Rule 1 Section 1(H) of the Rules.

Respondent-appellant also raises in his appeal the issue of incomplete transcripts of the SDT proceedings. Regrettably, the transcripts for this case are indeed incomplete. However, this is not enough to render the decision of the SDT null and void. Such transcripts are merely records of the hearings. The members of the SDT were present during the hearings and had the opportunity to personally observe the demeanor of the witnesses. Accordingly, their findings of fact should be given weight. Also, the SDT could rely on pleadings, memoranda, and other evidence presented by the parties to decide the case. Well settled is the rule that proceedings before a student tribunal do not have to entail proceedings and hearings similar to those prescribed for actions and proceedings in courts of justice.

Upon positive identification, the burden rested on respondent-appellant to disprove the allegations of the prosecution. Unfortunately, this he failed to do. Accordingly, the decision of the SDT and the Office of the President must be sustained.

There is no equiponderance of evidence.

As correctly stated by the respondent-appellant, the equiponderance of evidence rule states that when the scale shall stand upon an equipoise and there is nothing in the evidence which shall incline it to one side or

the other, the court will find for the defendant. Under said principle, the plaintiff must rely on the strength of his evidence and not on the weakness of defendant's claim. Even if the evidence of the plaintiff may be stronger than that of the defendant, there is no preponderance of evidence on his side if such evidence is insufficient in itself to establish his cause of action. (Sapu-an, et al. v. Court of Appeals, 214 SCRA 701, 705-706.)

However, there is no such equipoise in this case. The prosecution evidence was more than sufficient to establish a cause of action. As carefully explained above, the evidence presented by the prosecution clearly showed that respondent-appellant is guilty of the charges against him. Moreover, respondent-appellant was not able to discharge the burden of proof required to prove his innocence upon positive identification of the complainants. As such, there can be no application of the equiponderance of evidence rule.

In light of respondent-appellant's expulsion, he cannot be allowed to graduate from the University.

Respondent-appellant claims that the right to graduate and to be issued his certificate of graduation, having completed all the academic requirements for his course, is a property right even if deemed inchoate. Accordingly, he prays that he be allowed to graduate and receive his certificate of graduation. However, in light of respondent-appellant's expulsion, it is recommended that the Honorable Board deny him his request.

Respondent-appellant is mistaken. His graduation is contingent not only on his completion of academic requirements, but also upon his good conduct. A UP graduate has not only earned all the academic requirements for graduation, but must have conducted himself or herself in such manner as befits a UP student. A student who has violated the Rules and has been meted the penalty of expulsion is clearly not worthy of continuing his education in the University, much less graduating from UP.

Section 13(d) of Republic Act No. 9500, otherwise known as the University of the Philippines Charter of 2008, states that the Board of Regents has the power to approve the graduation of students. The Honorable Board cannot be expected to allow respondent-appellant to graduate, considering it has been proven that respondent-appellant is guilty of violating Rule 1 Section 1(H) of the Rules and must be expelled. This is an exercise of academic freedom. As held in the case University of the Philippines Board of Regents et al. vs. Court of Appeals and Arokiaswamy (G.R. No. 134625, 31 August 1999):

"Art. XIV, §5 (2) of the Constitution provides that "[a]cademic freedom shall be enjoyed in all institutions of higher learning." This is nothing new. The 1935 Constitution and the 1973 Constitution likewise provided for the academic freedom or, more precisely, for the institutional autonomy of universities and institutions of higher learning. As pointed out by this Court in Garcia vs. Faculty Admission Committee, Loyola School of Theology (68 SCRA 277 (1975)), it is a freedom granted to "institutions of higher learning" which is thus given "a wide sphere of authority certainly extending to the choice of the students." If such institution of higher learning can decide who can and who cannot study in it, it certainly can also determine on whom it can confer the honor and distinction of being its graduates." (Citations omitted, emphasis ours)

Therefore, it is recommended that the Honorable Board of Regents affirm in toto the decision of the Office of the President, finding respondent-appellant guilty of violating Rule 1 Sections 1(B) and 1(H) of the Rules, and imposing upon him the penalty of expulsion and suspension of two (2) years.

CONCLUSION

In summary, we recommend that respondent-appellant Guerzon be held liable for violating Rule 1 Section 1 (B) for recruiting complainants, who are all freshmen, and Rule 1 Section (H) for inflicting physical harm (hazing) on them during the initiations process of the Sigma Rho Fraternity. However, it is recommended that he be absolved from the charge of recruiting Erizon Aldea, John Keith Enriquez, Andrew Gozar, Mark David Briones, Clarence Carcellar, and Angelo Bernardo Orosco due to lack of substantial evidence. Hence, respondent-appellant Guerzon shall be imposed the penalty of one (1) year suspension and expulsion from the University of the Philippines.

In the case of respondent-appellant Aran, we found no cogent reason to overturn the Decision of the Honorable President finding him guilty of violating Rule 1 Sections 1(B) and 1(H) of the Rules, and imposing upon him the penalty of two (2) one (1) year suspensions and expulsion from the University of the Philippines."

Board Action: The Board agreed to modify the decision of the President as follows:

In the case of Guerzon, the penalty of expulsion from the University of the Philippines was commuted to five (5) years suspension. The additional penalty of one (1) year suspension was affirmed but was considered deemed served.

In the case of Aran, the penalty of expulsion from the University of the Philippines was commuted to five (5) years suspension. This was further commuted to one (1) year community service to be supervised and monitored by UPLB. He would be reported to the Professional Regulation Commission (PRC) if he fails to fulfil this requirement.

De Belen, the least guilty among the respondents was meted the penalty of one (1) year community service to be supervised and monitored by UPLB.

N.B. President Roman reiterated that this is a hazing case involving twenty-one members (21) of the Sigma Rho Fraternity based in UP Los Banos. The respondents, Guerzon, Aran and De Belen have been meted different penalties because of varying degrees of involvement in the hazing and recruitment of freshman students. They are now appealing their case to the Board of Regents. Incidentally, a Committee was created by the Chancellor of UP Los Banos to review the SDT decision and advise him accordingly. This Committee recommended the commutation of the penalty of expulsion to five (5) years suspension. The Chancellor, however, upheld the decision of expulsion.

CASE OF RANDOLPH JON P. GUERZON

Chair Angeles explained that Guerzon has been suspended for one (1) year even pending his appeal on the expulsion penalty. He is now requesting that he be allowed to enrol.

President Roman reminded the Chair that the decision of the SDT in the case of Guerzon is expulsion. This is in accordance with the Rules and Regulations of the University approved by the Board.

Chair Angeles replied that there is an appeal, so the Board would have to make a decision whether to entertain the appeal or not. He said that he has already expressed his position that in cases of this type, the Aggrieved Party could always bring the case to the Court and the Board should not be acting like a Court because it is not a Court of Law. The Aggrieved Party could take his/her case to Court. The Chair asked the Board if the student may now be allowed to enrol after having been suspended for one (1) year. He said that the one (1) year has already expired and the case has been pending too long.

President Roman stressed that the penalty is not just suspension but expulsion. She agrees that there is an Anti-Hazing Law but the University has rules to follow, rules that were approved by the BOR in consultation with the students who have had enough of hazing and rumbles on campus.

Chair Angeles reiterated that this case has been pending too long and the one year suspension has expired. Guerzon is now appealing that he be allowed to enrol. The Board, the Chair said, should decide on this appeal.

Regent Taguivalo pointed out that she understands that the decision of the President on the students' appeals is based on the current policies on students involved in fraternity hazing. These students are meted out the commensurate penalties of actual expulsion once they are found guilty of such participation. She therefore cannot find any reason why the Board should overturn the decision based on current University policies.

Regent Sarmiento replied that the Board is the Appellate Court which reviews the decision of the President.

Regent Taguivalo explained that in general, the Board supports the decision of the UP Administration related to various appeals from the faculty, students and staff, but if there is a discrepancy between the President's decision and the standing policies of the University, the Board has the power to overturn such decision. However, in the instant case, the Faculty Regent said, that she is trying to find out the reason why the Board should not confirm the decision of the President. She then asked the Student Regent about her stand on the matter.

Student Regent Co said that based on her consultations with the students on the case, the students are aware that university rules have been violated. The appeals, however, indicate that these students want to finish their studies and apparently they want to rectify their mistakes. The Board therefore should grant the students' appeal.

Chair Angeles commented that the University should not continue punishing students who committed mistakes. If they appeal, the Board should decide on whether to give them the chance to be reformed citizens, pursue their ambitions and find their careers. He said that the Board members could not just close their eyes and disregard the appeals.

President Roman stressed that the University is not disregarding the appeal. There is just need for a basis for commuting or reducing the penalty.

Regent Pascual commented that the Committee created to look at the case is a legitimate body created by the University. Since that Committee gave its recommendation to commute the penalty of expulsion to mere suspension, regardless of how many years it is, that recommendation should be given due weight.

President Roman clarified that the Committee was created by UPLB Chancellor Velasco to advise him on the SDT decision. While the Committee recommended the commutation of the penalty of expulsion to five (5) years suspension, the Chancellor affirmed the SDT decision to expel.

Regent Pascual pointed out that there was this body that recognized that there could be a basis for reducing the penalty of expulsion to suspension. The Board, he said, should be able to look at the proceedings of the Committee. In some instances, the Regent said, the point of view of the Committee could be the basis for the final decision, if there is merit in that view, even if that view has been disregarded by the Chancellor. He then asked the President if all the students have formal appeals to the Board.

President Roman replied that the students have no formal appeal but they just sent her a letter that is a template, signed individually. Of the twenty-one (21) students, not everybody submitted an appeal. Some have already left the University.

President Roman, reading the recommendation of the Committee, said that thirteen (13) students (out of 21) filed their appeal. The committee proposes that the decision of expulsion be given corresponding equivalencies in terms of duration of suspension. The participation in

hazing merits an expulsion penalty while recruitment of freshmen to the fraternity merits suspension.

President Roman clarified what expulsion in the University of the Philippines means. Many believe that expulsion is the end of the world but in the University, it is not a death penalty because the student is given a chance to transfer to another school so he could go on with his life. There are University rules that must be followed, values that must be reinforced and the students look up to the University to make sure that rules are followed.

Regent Pascual noted that under the Rules on Student Discipline, both the fraternity who does the initiation and hazing of students and the students who are the subjects of the initiation and the hazing are liable. If this is so, he said, how come the Board is just focussing on these students who did the hazing. He asked if the freshman students who joined the fraternity have been penalized.

The President answered in the affirmative.

Regent Sarmiento said that the complainants can appeal before the courts.

Regent Taguiwalo informed the Board that the Rules on Student Discipline are currently being reviewed. The issues based on the experiences of the University will surely be addressed by the ongoing review.

Regent Pascual asked what is the direction of the current review based on the initial discussions.

Vice President Te who was requested to respond to the query of Regent Pascual said that the proposed amendments encourage less punitive measures.

Regent Pascual acknowledged that the direction of the current review of Student Rules on Discipline is towards a different approach to Penology. He noted that the current rules were adopted in 1995 yet. The Regent is glad that there is now a move towards a different approach to penalizing students who break the rules of the University. This is the view that he had expressed while discussing the case of the six (6) School of Economics students with the representatives of the University Council of UP Diliman. These are young kids with bright future before them.

Chair Angeles reminded the Board that the Philippine Constitution, particularly the Bill of Rights allows freedom of association. Joining groups like fraternities and sororities is guaranteed by the Constitution.

President Roman made it clear that the University is not violating the Constitution. Students are allowed to join fraternities and sororities, but not during their freshman year. This is a policy which is welcomed by the parents.

Regent Taguiwalo pointed out that there are three possible options for the Board. The Board could affirm the decision of the President, consider the recommendation of the Committee created by the UPLB Chancellor to modify the penalties, and to consider the penalties deemed served. Personally, the Faculty Regent said that she is for middle ground.

The Faculty Regent said that the crucial issue is actually the appeal of the student regarding the decision of the University Administration imposing a penalty of expulsion because of his participation in the hazing in UPLB. The Board is trying to consider both the need for the University to ensure that its rules and regulations are followed and at the same time take into account that these are young students who should be given a chance after committing serious mistakes. If the penalty is considered deemed served, this is going to create a wrong impression that the University tolerates fraternity hazing when in fact it continues to be a major problem in the University. Regent Taguiwalo suggested that "Instead of expulsion it should be five (5) years suspension for the first penalty and the second penalty is to affirm the one year suspension. Both penalties shall be served simultaneously." In this sense, the Board sends the message that participation in fraternity hazing remains a serious offense which the University is not going to tolerate. At the same time, the Board is laying the grounds for the possible amendments of the Code of Conduct of Students.

Regent Sarmiento objected to the Motion. He said the suggestion is not acceptable since it is practically the same as the original penalty.

The Chair asked, what is the point of suspension when one is already expelled?

This, according to Regent Taguiwalo is to clarify that there are two violations by the student, i.e. expulsion for hazing and suspension for recruiting freshmen into the fraternity.

Regent Cabrera clarified if the five (5) years suspension and the original one (1) year suspension would mean six (6) years suspension.

The President said that the Board could decide that these be served simultaneously.

Regent Pascual commented that even if served simultaneously, the five (5) years suspension would still be quite long.

The Chair asked Regent Taguiwalo to restate her motion.

Regent Taguiwalo moved that "Instead of expulsion, it should be five (5) years suspension for the first penalty, and the second penalty is to affirm the one (1) year suspension. Both penalties shall be served simultaneously."

Regent Pascual clarified that the one (1) year suspension has already been served.

Regent Sarmiento reiterated his objection

There being an objection, the Chair announced the division of the house. The results are as follows:

IN FAVOR - 4 (President Roman, Faculty Regent Taguiwalo, Student Regent Co and Regent Pascual)

AGAINST - 3 (Regent Gonzalez, Regent Sarmiento and Regent Cabrera)

The Chair announced that the Motion is carried.

Regent Pascual clarified that a "No" vote would mean that the Board is not taking any action. It would mean affirming the penalty of expulsion. A "Yes" vote means the Board is going for the lighter penalty, the modified penalty.

Regent Cabrera requested that he be clarified as regards the voting that just took place on the Guerzon case. He said that his intention was really to vote in favor of Regent Taguiwalo's motion that instead of expulsion, it should be 5 years suspension for the first penalty, and the second penalty is to affirm the one-year suspension. Both penalties shall be served simultaneously. He said that he should have voted "in favor" of the motion but unfortunately, he voted "against" it. When asked by Regent Pascual if he wanted to change his vote, he answered in the affirmative.

President Roman said that the result is now five (5) in favor, and two (2) against. The decision of the President on the Guerzon case is thus modified.

CASE OF ARNOLD H. ARAN

Regent Pascual explained that Aran has not formally graduated and he is asking that he be allowed to formally graduate so that he could take the Board exam. This is a case where suspension would really be moot and academic.

Regent Sarmiento made a motion that the penalty originally given to Aran be treated fully served. President Roman said the Regent might be inconsistent because Aran has two (2) penalties, one is expulsion and the other one is two (2) counts of one (1) year suspension.

Regent Pascual suggested that to be consistent with the first decision, the Board could commute the penalty of expulsion to suspension. Given that Aran has completed all the requirements for graduation, to serve a suspension would not mean anything because it would just be an inhuman punishment for someone who does not have to come back and enrol in

the University, the Regent said. He further suggested that the Regents could consider a penalty of suspension as deemed served. Suspension here means that one is suspended between two (2) enrolments. In Aran's case, he does not have to enrol anymore, so a suspension would not mean anything.

Regent Sarmiento accepted Regent Pascual's amendment to his motion.

Chair Angeles opined that the suspension of Aran for one (1) year has actually been served considering that it has been more than one year already that he has not been allowed to graduate. Moreover, he is supposed and should be allowed to graduate and be given his transcript of records and diploma, so that he could take the Board exam.

President Roman said that Aran has a penalty of expulsion and it would therefore appear that he is not being punished at all.

Regent Pascual replied that he is being punished but the circumstances are such that suspension does not mean anything.

President Roman replied that the message given to the students is that they could haze and initiate on their final year when they have completed all the requirements for graduation. The President said that there must be some sense of a penalty. She then amended the pending motion by suggesting that the Board reduce the penalty of expulsion to five (5) years suspension, and the two (2) counts of one (1) year suspension be served simultaneously, so that is for five (5) years. Now that Aran has completed his requirements for graduation and that he no longer needs to enrol, the President made a motion that Aran serve a one (1) year suspension, in which case he would not be recommended for graduation for a period of one (1) year.

Chair Angeles insisted that the one (1) year penalty has been deemed served. President Roman replied that the Chair might have forgotten about the penalty of expulsion. A heavier penalty is being recommended, otherwise it would appear to Aran that he is not being penalized.

The Chair said that Aran could not take the Board exam because the BOR has delayed the decision. The student keeps on making an appeal, he added. To this, President Roman replied that the case has not been delayed at all.

At this point, Regent Sarmiento moved that the expulsion portion of the decision in the Aran case be removed. In other words, there would be no more expulsion.

President Roman asked if the Board is acquitting the student. Regent Sarmiento replied in the affirmative. He added that this decision is similar to the Board's decision in another case.

Chair Angeles asked if anyone would second Regent Sarmiento's motion. President Roman objected to the motion. The President then amended the motion by proposing that the Board commute the penalty of expulsion to five (5) years suspension, and commute it further to community service for one (1) year. The President clarified that Aran would be considered a graduate as of that day when the Board would give its decision. It would not be made retroactive.

Regent Pascual agreed to the amendment of the President.

Regent Gonzalez clarified if Aran could take the Board exam. Regent Pascual said that this is on the condition that Aran would render community service.

President Roman explained that UPLB should monitor and supervise this community service. If Aran fails to render service, he would have to be reported to the Professional Regulation Commission (PRC).

Chair Angeles asked if there is any objection to the amendment made by the President. There was no objection. Regent Sarmiento said that he was accepting the amendment. The motion therefore as amended was carried.

CASE OF JOSEPH S. DE BELEN

President Roman said that De Belen has been meted out a penalty of two (2) years suspension. She moved that this penalty be commuted to one year community service, to be supervised and monitored by UPLB.

Chair Angeles inquired if De Belen could render community service and study at the same time.

Regent Pascual answered in the affirmative.

President Roman explained that De Belen is the least guilty of all considering that he did not really participate in the hazing but was involved only in the recruitment. He is presently not enrolled and is serving his suspension.

Regent Gonzalez seconded the motion of the President and there being no objection, the motion was carried.

The Case of KEVIN TRISTAN S. VELASCO

Hereunder is the pertinent Notice of the Vice President for Legal Affairs dated 29 June 2010:

"Notice is hereby given that on June 25, 2010, the Office of the President of the University of the Philippines rendered a Decision on the appeal filed by respondent Kevin Tristan Velasco, the dispositive of the Decision reads:

'WHEREFORE, in view of the foregoing, the Decision of the Student Disciplinary Tribunal dated 20 August 2010 is hereby partially affirmed. Respondent-appellant KEVIN TRISTAN S. VELASCO is acquitted of the charges for violation of Section 2(a) of the RRSCD for lack of substantial evidence, but is found guilty of violating Section 2(m) of the same Rules.

Accordingly, the penalty of suspension for a period of forty-five (45) days is hereby imposed upon respondent-appellant KEVIN TRISTAN S. VELASCO.'

The decision of the Office of the President may be appealed to the Board of Regents by a Notice of Appeal filed with the President with fifteen (15) days from receipt of a copy of the decision. The Notice of Appeal, if any, should contain a statement of material dates and a summary of the grounds for the appeal. Should no appeal be taken, the decision shall be final and executory."

Board action: The Board, by a vote of 4 in favor, 2 against, 1 abstention, ratified the graduation of Kevin Tristan S. Velasco and considered the penalty of forty-five days suspension deemed served.

The Case of PUNYAGI ABUEG

Hereunder is the pertinent Memorandum of the Vice President for Legal Affairs (Memorandum No. TOT (J) 2010-042 dated 7 July 2010):

"STATEMENT OF THE CASE:

This refers to the appeal of respondent-appellant Punyagi Abueg ("respondent-appellant") from the Decision of the Office of the President dated 28 January 2010 for Violation of Section 2, paragraph (m) of the Revised Rules and Regulations on Student Conduct and Discipline ("RRSCD"), as amended resulting to respondent-appellant's suspension for forty-five (45) days. The dispositive portion of the decision states:

"WHEREFORE, the decision dated 20 August 2009 issued by the Student Disciplinary Tribunal of the University of the Philippines which imposed the penalty of suspension for forty-five (45) days is hereby AFFIRMED."

FACTS OF THE CASE:

This case sprung from complaints made by witnesses against respondent-appellant and his co-respondents, all students of the UP School of Economics, for allegedly committing acts during their mid-term examinations in BA 161 class described and characterized as cheating and/or misconduct. Specifically, respondent-appellant and respondent Kevin Tristan S. Velasco were reported to be "talking in whispers with one another as they looked at each other's papers which they spread out in such a way that it was easy for them to see each other's test papers."

The pertinent provisions in the Formal Charge dated 28 March 2008 against the respondent-appellant are:

"After the preliminary inquiry conducted before the Student Disciplinary Tribunal, wherein there are reasonable grounds to believe that the following respondents committed acts of cheating and/or other forms of misconduct during examinations, as follows:

On 06 August 2007, at around 6:00pm to 8:00pm, at Room 302 of the College of Business Administration and in the course of the mid-term examination conducted by Prof. Shirley Calapatia, ... that ERIC ANGELES, PUNYAGI ABUEG and KEVIN VELASCO were talking in whispers with one another as they looked at each other's papers' which they spread out in such a way that it was easy for them to see each other's test paper;...

"All respondents are students of the School of Economics, UP Diliman.

"Immediately after the commission of the foregoing acts by the aforementioned respondents, the complaining witnesses reported the said acts of cheating and/or misconduct to their teacher, Prof. Calapatia, who, in response to their complaint, conducted a retake of the examination about a week after the 06 August 2007 tainted examination."

In a Decision dated 20 August 2008, the SDT exonerated respondent-appellant from the formal charge under Section 2, paragraph (a) of the RRSCD. However, respondent-appellant was found guilty of the formal charge under Section 2, paragraph (m) of the RRSCD and was meted a penalty of forty-five days (45) suspension.

Respondent-appellant filed a Motion for Partial Reconsideration which was denied by the SDT in a Resolution dated 30 September 2009.

In an Appeal to the Office of the President dated 23 October 2009, respondent-appellant questioned both the Decision and Resolution of the SDT. Respondent-appellant filed a Motion to Resolve dated 10 November 2009 and an Urgent Motion to Resolve dated 18 November 2009 before the Office of the President.

Respondent-appellant submitted a Memorandum on Appeal dated 8 December 2009 to the Board of Regents while his Appeal was pending before the Office of the President.

The Office of the President affirmed the decision of the SDT in a decision rendered 28 January 2010.

Respondent-appellant now reiterates his Appeal before the Honorable Board through his Manifestation with Motion to Resolve Attached BOR Appeal dated 12 February 2010.

ISSUES:

Respondent-appellant raised the following issues in his Memorandum on Appeal:

- The Honorable Tribunal committed grave abuse of discretion

despite patent lack of jurisdiction over the case.

- The Honorable Tribunal committed serious legal error when it permitted the proceedings to continue despite violations on the due process rights of respondent Abueg.
- The Honorable Tribunal committed grave legal and factual error when it denied respondent Abueg's Motion for Partial Reconsideration finding respondent Abueg guilty of violation of Section 2(m) of the Revised Rules and Regulations on Student Conduct and Discipline despite insufficiency of evidence.
- The above-cited issues are exactly the same as those raised by respondent-appellant in his appeal to the Office of the President.

In addition, respondent-appellant in his Manifestation with Motion to Resolve Attached BOT Appeal raised the issue on service of the penalty imposed upon him by the Office of the President. Respondent-appellant states:

"7. Granting without admitting that the belated decision of the Office of the President which affirms the Decision of the SDT for suspension of 45 days is proper, the same should be deemed served for being moot and academic as the Respondent has long endured a lengthy and protracted proceedings from the time of first SDT hearing almost 2 years ago. At present, he has not received his official transcript of records and diploma thus stalling his opportunities in employment and higher education."

PRAYER:

WHEREFORE, premises considered it is respectfully prayed that the pending Memorandum of Appeal dated December 8, 2009 to the Honorable Board of Regents be resolved as provided for by the Rules and/or in the alternative, with utmost compassion and sympathy for the plight of the Respondent, that the penalty of suspension of 45 days be deemed served for being moot and academic."

COMMENTS:

The Office of the President has resolved each of the issues raised by the respondent-appellant in his Memorandum of Appeal, holding thus:

"The SDT correctly exercised jurisdiction over the present case.

Respondent-appellant alleges that the case at bar falls within the jurisdiction of the College of Business Administration and not the SDT, considering that the alleged misconduct occurred during an examination for one of the classes of the said College. Respondent-appellant quotes Section 5 of the RRSCD as his legal basis, which states:

Section 5. Jurisdiction. – All cases involving discipline of students under these rules shall be subject to the jurisdiction of the student disciplinary tribunal, except the following cases which shall fall under the jurisdiction of the appropriate college or unit:

1. Violation of college or unit rules and regulations by students of the college, or
2. Misconduct committed by the students of the college or unit within its classrooms or premises or in the course of an official activity;

Provided, that regional units of the University shall have original jurisdiction over all cases involving students of such units.

To bolster this argument, respondent-appellant cites a written memorandum dated 11 February 2008 issued by the Diliman Legal Office

through its Chief Legal Officer, Atty. Ma. Luz Rañeses-Raval, which states that the appropriate College to handle the alleged acts of respondent-appellant is the College of Business Administration.

Respondent-appellant invokes the legal principles on jurisdiction as enunciated by the Supreme Court in the case of *Andaya vs. Abadia* 228 SCRA 705 (1993), which provides:

"Jurisdiction over subject matter is essential in the sense that erroneous assumption thereof may put at naught whatever proceedings the court might have had. Hence, even on appeal, and even if the parties do not raise the issue of jurisdiction, the reviewing court is not precluded from ruling that it has no jurisdiction over the case. It is elementary that jurisdiction is vested by law and cannot be conferred or waived by the parties or even by the judge. It is also irrefutable that a court may at any stage of the proceedings dismiss the case for want of jurisdiction. For this matter, the ground of lack of jurisdiction in dismissing a case is not waivable. Hence, the last sentence of Sec. 2, Rule 9, Rules of Court, expressly states: "Whenever it appears that the court has no jurisdiction over the subject matter, it shall dismiss the action."

Respondent-appellant's contention is without merit. This Office disagrees with the DLO's interpretation of the RRSCD.

This case necessitates a closer look at Section 5 of the RRSCD, which provides for the jurisdiction of the SDT. The general rule is that all cases involving discipline of students under the RRSCD shall be subject to the jurisdiction of the SDT. Unless a case falls under one of the exceptions provided in Section 5, the general rule must apply. The question now arises whether or not respondent-appellant's case falls under an exception to the rule.

We hold that it does not.

There is no doubt that the case involves a violation of the RRSCD, considering respondent-appellant was charged with cheating under Section 2(a) of the RRSCD and/or misconduct under Section 2(m) of the RRSCD.

Respondent-appellant cannot invoke the first exception because it calls for violation of college or unit rules and regulations by students of the college. The rule that was violated was not a specific college or unit rule. Rather there was a violation of the RRSCD, which is a system-wide rule applicable to all colleges and units of the University. Further, respondent-appellant is not a student of the College of Business Administration. The exception provides that a college or unit can exercise jurisdiction over its own student when such student transgresses the college or unit's rules. Such is not the case at bar. Thus, it is evident that the case does not fall under the first exception.

Neither does it fall under the second exception, which pertains to misconduct committed by the students of the college or unit within its classrooms or premises or in the course of an official activity. Like the first exception, this rule provides that the college or unit has jurisdiction over its own student.

In summary, both exceptions provide that colleges and units exercise jurisdiction over their own students when the student violates the college/unit's rules (as stated in the first exception) or university rules provided such misconduct occurred within the classrooms or premises of the college/unit or in the course of an official activity (as stated in the second exception).

The College of Business Administration could not exercise jurisdiction because respondent-appellant is not one of its students. On the other hand, the School of Economics, to which respondent-appellant belongs, could not also exercise jurisdiction because the alleged acts of misconduct occurred outside of its premises and no specific rule of the School of Economics was particularly alleged to have been violated.

Since respondent-appellant does not fall under the exceptions, his case is well within the jurisdiction of the SDT.

Further, the Board of Regents ("BOR") has already settled the issue of jurisdiction in this case. During the 1234th BOR Meeting held last 31 July 2008, the BOR held thus:

The Board discussed this concern in executive session. Since there are two (2) colleges involved, i.e., the School of Economics and the College of Business Administration, jurisdiction lies indeed with the Student Disciplinary Tribunal (SDT).

After hearing the facts of the case, the Board agreed to let the process take its proper course and to enjoin the SDT to speed up its deliberations and to submit its recommendations (if necessary), hopefully in time for the next meeting of the Board of Regents.

The matter of jurisdiction in this case having been settled by the BOR, it can no longer be questioned by the respondent-appellant.

Respondent-appellant was granted due process.

Respondent-appellant alleges that the UP School of Economics should not have conducted an investigation of the case because the jurisdiction to investigate falls under the College of Business Administration. Respondent-appellant reiterated and adopted the allegations in his Answer, specifically:

That as a student, my rights were deprived as there was no due process of law observed for the following reasons:

That I was not given an opportunity to present my side during the fact-finding committee deliberation which was a form of investigation, considering the seriousness of the offense being charged, especially so because I know that the lone witness, Ms. Danilyn Abarquez, made a very serious mistake in implicating me and my seatmates.

That the composition of the investigating committee included no less than, with all due respect, a prominent professor and member of the faculty, who appears to be very biased and partial from the very beginning, having made pronouncements of the guilt of our group with an assurance that those involved will not receive their honors on graduation.

That the composition of the investigating committee did not include a student member, as mandated by Article 459 of the University Systems Code under Chapter 77, thereby further violating my rights as a student.

That the formal charge was made by the Honorable Chancellor himself who does not have personal knowledge of the alleged wrongdoing which is violative of my rights under section 22(c) of the Rules and Regulations as contained in the succeeding paragraph.

That the Student Disciplinary Tribunal is (sic) misled into issuing a letter dated March 31, 2008 to the University Registrar to hold in abeyance until further notice my graduation and honors even if I have satisfied all the requirements for graduation in obvious complete disregard for my rights as a student as contained in Section 22 under the Rules and Regulation on Student Conduct and Discipline, to wit:

Each respondent shall enjoy the following rights:

- a) Not to be subjected to any disciplinary penalty except upon due process of law;
- b) To be convicted only on the basis of substantial evidence, the burden of proof being with the person bringing the charge;
- c) To be convicted only on evidence introduced at the proceedings or of which the respondent has been properly appraised;
- d) Pending final decision on any charge, to enjoy all his rights and privileges as a student, subject to the power of the Dean or the tribunal to order the preventive suspension of the respondent for not more than 15 days where suspension is necessary to maintain the security of the college or the University;
- e) To defend himself personally, or by counsel, or representative of his own choice. If the respondent should desire but is unable to secure the service of counsel, he should manifest that fact two days before the date of hearing, and request the tribunal or the

investigation committee to designate counsel for him from among the members of the University constituency.

While it is regrettable that respondent-appellant was made to endure the inconvenience of three investigations conducted separately by the College of Business Administration, the School of Economics, and the SDT, such cannot be said to have been a violation of his right to due process. The fact that investigations were conducted to provide respondent-appellant the opportunity to air his side indicates observance of such right.

Indeed, the requisites laid down by the Supreme Court for the observance of due process in the imposition of disciplinary sanctions against students were adhered to in respondent-appellant’s case.

The Supreme Court has defined the standards for due process involving student disciplinary actions, thus:

“But, to repeat, the imposition of disciplinary sanctions requires observance of procedural due process. And it bears stressing that due process in disciplinary cases involving students does not entail proceedings and hearings similar to those prescribed for actions and proceedings in courts of justice. The proceedings in student discipline cases may be summary; and cross-examination is not, contrary to petitioners’ view, an essential part thereof. There are withal minimum standards which must be met to satisfy the demands of procedural due process; and these are, that (1) the students must be informed in writing of the nature and cause of any accusation against them; (2) they shall have the right to answer the charges against them, with the assistance of counsel, if desired; (3) they shall be informed of the evidence against them; (4) they shall have the right to adduce evidence in their own behalf; and (5) the evidence must be duly considered by the investigating committee or official designated by the school authorities to hear and decide the case.” (Guzman v. National University, 142 SCRA 699 [1986])

The minimum requirements of due process in student disciplinary cases as provided for in the Guzman case were reiterated in the case of Ateneo de Manila University vs. Capulong (222 SCRA 645 [1993]), to wit:

“Corollary to their contention of denial of due process is their argument that it is the Ang Tibay case and not the Guzman case which is applicable in the case at bar. Though both cases essentially deal with the requirements of due process, the Guzman case is more apropos to the instant case, since the latter deals specifically with the minimum standards to be satisfied in the imposition of disciplinary sanctions in academic institutions, such as petitioner university herein, thus:

“(1) the students must be informed in writing of the nature and cause of any accusation against them; (2) that they shall have the right to answer the charges against them with the assistance of counsel, if desired; (3) they shall be informed of the evidence against them; (4) they shall have the right to adduce evidence in their own behalf; and (5) the evidence must be duly considered by the investigating committee or official designated by the school authorities to hear and decide the case.”

Respondent-appellant’s due process rights were not violated.

First, he was informed in writing of the nature and cause of the accusation against him: a copy of the formal charge was sent to respondent-appellant by registered mail on 02 April 2008 and was received by Ester Pesito in behalf of respondent-appellant on 17 April 2008

Second, he was able to answer the charges against him through, as shown by his Answer dated 14 April 2008.

Third, he was informed of the evidence against him. The records show that respondent-appellant’s counsel received affidavits of complainants/witnesses Taguba, Campos, Abarquez, Garcia, Aban, Malana, Parado, Cuevas, Dr. Arcenas, and Dr. Kraft. (See Acknowledgment Receipt signed by Atty. Jose Antonio Gallo dated 11 April 2008). Respondent was also present during the hearings and was represented by counsel. In fact, at the hearing held on 24 April 2008, respondent-appellant’s counsel was able to extensively cross-examine Ms. Abarquez, the main witness against respondent-appellant.

Fourth, he was able to present evidence on his own behalf, such as the testimonies of witnesses as well as his own testimony. Respondent-appellant even filed several pleadings, motions, and other legal documents in his defense, through the assistance of his counsel. Among others, respondent was able to file a Motion to Dismiss dated 09 May 2008; Reply to Consolidated Opposition/Comment to the Motion to Dismiss filed by the respondents dated 23 May 2008; Motion for Reconsideration dated 23 June 2008; and Memorandum on Appeal dated 23 June 2008.

Fifth, the evidence was duly considered as can be seen from the decision of the SDT, which states:

“Following is a table that summarizes the parties’ evidence in this case:

Respondent	Prosecution’s Evidence	Respondent’s Evidence
Punyagi Abueg	Testimonies of Witnesses Abarquez and Libre, Documentary Exhibits “F” to “H” and sub-markings.	Testimonies of Witnesses Prof. Calapatia, Angeles, Testa, Gonzales, and Razon, and Respondent Abueg, Documentary Exhibits “1” to “13” and sub-markings

“The Tribunal, in weighing all the admitted evidence, relies on substantial evidence, to wit –” (SDT Resolution dated 20 August 2009, page 4)

Indeed, respondent was afforded due process every step of the way. As such, he cannot claim denial of due process to annul the decision.

There is substantial evidence to justify finding of guilt.

Respondent-appellant was found liable for misconduct under Section 2(m) of the RRSCD on the strength of the testimony of one witness, Ms. Abarquez, who testified and submitted an affidavit stating that she saw respondent-appellant and his seatmate, Mr. Velasco whispering and leaning towards each other during the examination, and that the test papers and answer sheets of respondent-appellant and his co-respondent were spread out on the table, making it easy for the respondents to see each others’ papers.

During the hearing wherein the testimony of Ms. Abarquez was heard, several matters came to light: she saw the alleged actions of respondent-appellant only for a matter of seconds (TSN, 24 April 2008, Up v. Cimagala et al. (Ms. Abarquez’ Testimony), Pages 22-23); Ms. Abarquez did not see respondent-appellant looking at the paper of Mr. Velasco (Ibid, page 26, 27, and 42); Ms. Abarquez could not state with certainty that she heard respondent-appellant murmuring or whispering during the exam (Ibid, page 37); Ms. Abarquez could not state with certainty that respondent-appellant was murmuring answers to Mr. Velasco during that moment that she did see them murmuring to each other (Ibid, pages 43 and 50); Ms. Abarquez was sure that she saw respondent-appellant and Mr. Velasco leaning towards each other and murmuring to each other with their test papers and answer sheets still in front of them while on her way out the door (Ibid, page 44); respondent-appellant’s actions were so out of the ordinary during an exam that it caught her attention and gave her pause (Ibid, page 83); and it was not possible that she made a mistake in her observation. (Ibid, page 89)

Respondent-appellant argues that he should not have been found liable for misconduct under Section 2(m) of the RRSCD. Respondent-appellant alleges that neither the formal charge nor the decision itself clearly specified as to how the misconduct was supposedly committed; he claims that considering there is no substantial evidence to support the formal charge under section 2, paragraph (a) of the RRSCD against him, the very same acts complained of should not be taken or interpreted to mean also as any other form of misconduct, thus:

“... Elementary interpretation of the rules on statutory construction dictates that section 2 paragraph (m) covers all other kinds or forms of misconduct that are not specifically covered from paragraph (a) to (l) of section 2 of the RRSCD. The prosecution failed miserably to introduce evidence in support of the charge of section 2(m) any “other” (italics ours) form of misconduct, the operative word being “other”. Absent such other form of misconduct then it follows that Respondent Abueg cannot be held liable for violation of section 2 paragraph (m) for insufficiency of evidence.”

He further cites the SDT’s Resolution dated 20 May 2008 dismissing the same charge for both section 2(a) and later on section 2(m) against his co-respondents Lapid and Sun for insufficiency of evidence and lack of the element of willfulness on the part of respondents.

He also objects to the SDT’s interpretation of the examination re-take thus:

“The Honorable Tribunal’s interpretation that the re-take is indicative of as (sic) cheating or any other form of misconduct is gravely erroneous. To have such an interpretation will encroach upon the academic freedom of the professor in charge. It was clearly the class decision to re-take the examination in order to clear the controversy once and for all. To take the view that the fact that a re-take of the examination was conducted to mean that cheating as a form of misconduct can be reasonably inferred will be disastrous and will result to a dangerous precedent that no self-respecting student would now avail of or take the option for a re-take because of said negative interpretation, hence, further encroaching not only on academic freedom but violative of the student’s rights to due process. Furthermore, the more established principle of estoppel must naturally follow and be enforced in cases of re-taking of examinations which is an accepted practice in the academe as may be gleaned even in taking of professional examinations administered by the government.”

Respondent-appellant also finds questionable the fact that the formal charge is different from the affidavit of the witness, Ms. Danilyn Abarquez, upon which the formal charge was based.

Respondent-appellant argues that no substantial evidence was provided by the Prosecution to warrant his conviction. First, the physical arrangement of the tables, chairs, and persons seated on respondent-appellant’s table, including respondent-appellant himself, accounted for the fact that the test papers were spread out. Second, Ms. Abarquez testified that she was not able to see where respondents were looking and thus could not positively state that respondent-appellant and his co-respondents were looking at each others’ papers. Third, Ms. Abarquez allegedly admitted that she did not hear respondent-appellant murmuring. Fourth, another prosecution witness, Ms. Ria Campos, testified that it was a female voice she heard murmuring, which necessarily precludes respondent-appellant.

Respondent-appellant moreover brought attention to alleged animosity existing between the respondents and the complainants/witnesses. Such animosity was observed by no less than the professor of BA 161 herself, Atty. Shirley Calapatia.

After considering carefully, respondent-appellant’s contentions and the evidence on record, we find that his contentions are without merit.

While the evidence against respondent-appellant is insufficient to convict him of cheating under Rule 2(a) of the RRSCD, there is substantial evidence proving that he did, indeed, perform misconduct during the mid-term examinations. Misconduct, as defined in the SDT Decision (quoting Black’s Law Dictionary, Revised 4th edition, p. 1150), is a transgression of some established and definite rule of action, a forbidden act, a dereliction from duty, unlawful behavior, willful in character, improper or wrong behavior; its synonyms are misdemeanor, misdeed, misbehavior, delinquency, impropriety, mismanagement, offense but not negligence or carelessness. Whispered conferences, no matter how innocent or innocuous, cannot be allowed during an exam, for it is not only distracting to others but could lead one to believe that cheating is being done, as in this case. Even if not expressly instructed, respondent-appellant, being a UP student, ought to have been well aware that any conduct tending to indicate cheating is improper during an examination. Thus while talking during an exam may not be proof per se of cheating, it may be considered proof per se of improper conduct during an exam; that is misconduct.

Respondent-appellant is mistaken in his belief that he cannot be convicted for an offense under Section 2(m) of the RRSCD because he was exonerated of the offense of cheating under Section 2(a) of the RRSCD. While he and his counsel were able to adequately defend against the charge of cheating, such was not the case for the charge of misconduct. Substantial evidence, through the testimony of Ms. Abarquez, was presented to prove that respondent-appellant was caught in the act of holding a whispered or murmured conversation with his seatmate during an exam, to wit:

ATTY. DACANAY: Miss Witness, where were you on August 6, 2007 at around 6:00 PM?

MS. ABARQUEZ: I was taking the midterm examinations for my BA 161 class.

ATTY. DACANAY: Where did you take this exam?

MS. ABARQUEZ: BA Room 302.

ATTY. DACANAY: Who else, if any, took the exam?

MS. ABARQUEZ: My classmates and the students of the other class, the 5:30 to 7:00 class.

ATTY. DACANAY: Miss Witness, did you notice anything unusual, if any, that happened during the exam?

MS. ABARQUEZ: Yes. First of all, our bags were with us during the examinations. And when I was on my way out, because I finished the exam early, I saw Mr. Kevin Velasco and Mr. Abueg leaning towards each other and talking and Mr. Erik Angeles looking at them as if included in the conversation. And I also noticed that their papers weren’t covered and were spread out. It was very easy for them to look at each other’s papers.

ATTY. DACANAY: Miss Witness, after you saw this incident, what did you do, if any, after the exam?

MS. ABARQUEZ: I continued walking because I saw this while I was walking out of the door. And then I went outside. And when I recognized that Miss _____ (The paragraph quoted, including

the blank, was lifted as is from the TSN of the hearing held on 24 April 2008.) was also finished with her exam, I asked her if she noticed anything during the exam and she didn't comment. And so we proceeded on discussing about a requirement we had to pass. And then a few days after, I heard that there were incidents of cheating during our BA 161 exam. At which point, I approached Ms. Jances Parado, our senior batch rep, to tell her that I might have seen something that would also constitute cheating.

ATTY. DACANAY: Miss Witness, when you observed this incident, at what part of the classroom were you standing?

MS. ABARQUEZ: Actually, I wasn't standing. I was walking out towards the back door of the room.

ATTY. DACANAY: Miss Witness, can you make a sketch of the layout of the classroom?

MS. ABARQUEZ: Okay.

CHAIRMAN: Provide the witness a clean sheet of paper. Atty. Dacanay, make the proper manifestations as we go along. Thank you.

MS. ABARQUEZ: I don't know how many tables there are in the room but I know that there were three rows of tables. Columns? I am not sure. I was here. I was walking towards... I am not sure how many tables there are before me. I mean, here.

CHAIRMAN: Alright. Attorney, propound questions to enable the witness to explain her sketch.

ATTY. DACANAY: Miss Witness, using this sketch, please indicate the relative position of Mr. Abueg in relation to where you stood at the time that you saw them, that you observed the incident.

MS. ABARQUEZ: Mr. Abueg was seated here.

ATTY. DACANAY: And where was Mr. Velasco seated relative to your position at the time you observed them?

MS. ABARQUEZ: Here. Beside Mr. Abueg.

ATTY. DACANAY: And where was Mr. Angeles seated relative to your position at the time you observed them? Your Honor, we request that this sketch prepared by Miss Abarquez be marked as Exhibit "F" for the Prosecution?

CHAIRMAN: Mark it as Exhibit "F" for the Prosecution.

ATTY. ALABA: Your Honor, the witness has not spoken on the microphone when she described the position of Mr. Angeles.

CHAIRMAN: Alright. Kindly propound the necessary questions, Atty. Dacanay to enable the witness to explain the sketch.

ATTY. DACANAY: Yes, Your Honor. Miss Witness, please describe where Mr. Abueg was seated relative to your position when you observed the incident.

MS. ABARQUEZ: Mr. Abueg was, I think, one meter to one and a half meter away from me when I saw them.

ATTY. DACANAY: And where was Mr. Velasco seated relative to your position when you observed them?

MS. ABARQUEZ: Beside Mr. Abueg.

ATTY. DACANAY: And where was Mr. Angeles seated relative to your position when you saw them?

MS. ABARQUEZ: I saw him that he was at the far end of the table but beside Mr. Velasco, but they weren't seating as close together as Mr. Abueg and Mr. Velasco.

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ATTY. DACANAY: Miss Witness, what happened after you informed an officer of your batch regarding the incident that you observed during that particular midterm exam?

MS. ABARQUEZ: After that, I heard that they were preparing some letter and they were asking me to sign but I wasn't able to sign because I don't stay in Econ as much as other people do. And so, after a while, I can't remember how long after, we were called into the Office of the College Secretary. And the College Secretary as well as Ma'am Aleli Kraft, they were there. They were asking us about what happened. And so I told them what I saw. And the other people also told them what they saw. (TSN, 24 April 2008, UP v. Cimagala, et al. (Ms. Abarquez' Testimony), pages 5 to 9)

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ATTY. GALLO: Yes. Now, when you say murmuring, it is safe for me to assume that these are just sounds but no words were audible to you. Correct?

MS. ABARQUEZ: Correct.

ATTY. GALLO: When you say whispering, there appears to be talking, like what you heard right now, there were people whispering in the Tribunal.

MS. ABARQUEZ: Yes.

ATTY. GALLO: That's why you were looking, glancing. But you cannot hear what they were whispering about. Correct?

MS. ABARQUEZ: Yes. I really didn't hear what the words were.

ATTY. GALLO: Okay. Now, in the case of talking, that is of different meaning. Did you hear any audible words?

MS. ABARQUEZ: No, Sir.

- ATTY. GALLO: Not even. Which really is consistent to what you've been saying — you did not hear anyone talking to anybody about answers but you heard, merely inferred, or you merely observed that there were these activities happening.
- MS. ABARQUEZ: Yes. I just saw them.
- ATTY. GALLO: Is it possible that a person would be moving his lips while reading the exams or reading his own answers? Is it possible without sound coming?
- MS. ABARQUEZ: Yes.
- ATTY. GALLO: Because different students have different styles.
- MS. ABARQUEZ: Yes. Some move their lips when they're reading.
- ATTY. GALLO: Right. That's why I'm just afraid, Madame Witness, and my question is, is it possible that in that two seconds when you glanced, you merely imagined that there was an inference of cheating going on?
- MS. ABARQUEZ: No, Sir.
- ATTY. GALLO: Are you sure?
- MS. ABARQUEZ: Yes, Sir. Because I saw them murmuring to each other.
- ATTY. GALLO: Murmuring. But you did not hear what was being murmured?
- MS. ABARQUEZ: No, Sir.
- ATTY. GALLO: I have to remind you that here in UP, talking is a no-no during the taking of exams. Correct?
- MS. ABARQUEZ: Yes, Sir.
- ATTY. GALLO: Not unless it is after the exams?
- MS. ABARQUEZ: Yes, Sir.
- ATTY. GALLO: Is it possible that Adi Abueg also has finished his exams at that point when you finished yours? Is it possible?
- MS. ABARQUEZ: I don't think so because he was still sitting. He appeared to be still answering and he didn't come out of the room shortly after.
- ATTY. GALLO: Okay. But you're certain that you've finished already?
- MS. ABARQUEZ: Yes. I already passed my papers. (Ibid, pages 43 to 44)
- ATTY. DACANAY: Miss Witness, you testified during your cross-examination that you didn't use the term "cheating" in your Affidavit. Miss Witness, why is it that despite this non-use of the term "cheating," you decided to report the incidents that you observed during this BA 161 exam?
- MS. ABARQUEZ: Because what I saw wasn't ordinary. It really caught my attention that they were doing something that shouldn't be done during an examination, which was murmuring to each other. It was unusual and it was very suspicious for me that they were doing that during the exam. (Ibid, pages 83 to 84)
- XXX
- ATTY. GALLO: Now, to you, to your mind, any person whispering, murmuring, and talking, or appearing to be murmuring or appearing to be whispering, or appearing to be talking is a cheater?
- MS. ABARQUEZ: Yes, Sir, during that period of the exam because it would be impossible to talk about anything else during that period of time.
- ATTY. GALLO: In the same way that it would be impossible for you to know with certainty in that two-seconds that you personally witnessed that there was cheating going on. Correct?
- MS. ABARQUEZ: Yes.
- ATTY. GALLO: Yes. So, these are just matters of possibility?
- MS. ABARQUEZ: Yes.
- ATTY. GALLO: In the same way that it is possible that you imagined certain individuals including Respondent Abueg to be actually cheating. Correct?
- MS. ABARQUEZ: Sir, what I stated in what I signed are not imaginary. I actually saw what I put in my...
- ATTY. GALLO: Is it possible that you made a mistake in your observation?
- MS. ABARQUEZ: No. (Ibid., page 89)
- The testimony of a lone witness has been held to be sufficient for conviction, as held by the Supreme Court in the case *People vs. Matubis et al* (G.R. No. 109774. March 27, 1998) thus:
- "Unless expressly required by law, the testimony of a single witness, if found credible and positive, is sufficient to convict. Truth is established not by the number of witnesses but by the quality of their testimonies."
- We note with approval the SDT's finding regarding the credibility of Ms. Abarquez. We consider that respondent-appellant has mentioned in his Affidavit that Ms. Abarquez might hold ill feelings towards him due to their class project, no other evidence supports such allegation. In fact, respondent-appellant himself is not sure of such allegations, as can be seen from the following excerpt taken from respondent-appellant's Affidavit dated 29 August 2008:

"12. I believe that Ms. Abarquez merely wanted to join the bandwagon. She wanted to be part of the "controversial/hate movement" against us, a very talented group of students who all came from private schools, and so she opted to fabricate a story to put us down. All the respondents belong to one barkada who may be perceived by others as "mayabang na mayayaman" or the "cono" group. In reality, however, we are not. It just so happened that our group always recited in class, delivered great presentations and got high grades.

13. I strongly believe that Ms. Abarquez got offended when we were group mates in this BA 161 subject. Erik Angeles (another respondent/tablemate), Ms. Abarquez and I, together with 2 other students were groupmates in a report. She probably got insulted when Erik and I took major responsibility in the group report. Specifically, when the group was deciding as to who will distribute the handouts (the most important part of the report), Erik and I volunteered immediately, without any hesitation. The manner that we volunteered ourselves could have been interpreted as if we did not trust her to come up with an excellent output. Also, we did not let her and the other 2 group mates pay for the prizes even if they insisted on paying.

14. Because of my being helpful and concerned with my classmates, some of my professors (even in our lower years) usually gave me administrative tasks for the class. This led to my classmates in our senior year branding me as "teacher's pet." This title could have been due to the envy of the members of the controversial/hate movement."

Although Professor Calapatia herself mentions in her letter dated 27 March 2008 that a rivalry exists between the complaining witnesses and the respondents in this case, including respondent-appellant herein, such rivalry was not proven with substantial evidence during the course of the SDT proceedings.

Ms. Abarquez herself testified that she had difficulty testifying during the SDT hearings since she considered some of the respondents her friends, as can be seen from her testimony:

ATTY. GALLO: Yes. Okay. Now, when you received that letter, you immediately attended along with other witnesses. Correct?

MS. ABARQUEZ: Actually, before I decided to attend, I really had mixed feelings because I was really hesitant because these people, well, some of them, I consider as friends.

ATTY. GALLO: Right. Correct. So, you understand what I'm saying, how difficult it must be for you. Correct?

MS. ABARQUEZ: It was very difficult.

ATTY. GALLO: And you know how difficult it is also for your friends who are now being accused of certain wrongdoing?

MS. ABARQUEZ: Yes, Sir. (Ibid. page 31.)

The fact that Ms. Abarquez did not come forward with her testimony right after the mid-term exam is consistent with human behavior. Ms. Abarquez actually sought to talk to her classmate about the unusual incident she witnessed right after the exam. However, since her classmate was disinclined to participate in such a discussion, she let the subject

drop. She did eventually report the incident when she heard that others witnessed similar incidences during the mid-term exam. This Office is well aware of the negative image associated with squealers and tattletales. The desire to not be looked upon negatively by one's peers is motivation enough for a witness to keep quiet, particularly when one has witnessed a compromising situation involving classmates or friends. As a rule, an eyewitness testimony cannot be disregarded on account of the delay in reporting the event, so long as the delay is justified. (People of the Philippines vs. Preciados et al. G.R. No. 122934, 5 January 2001)

Furthermore, we are not inclined to overturn the SDT's ruling regarding the credibility of the witness. The Supreme Court has held that administrative tribunals are in a better position to assess the credibility of witnesses, as compared to appellate bodies. The Supreme Court held in the case of Mollaneda vs. Umacob (GR 140128, 6 June 2001):

"... In laying down the precedent that the matter of assigning values to the testimony of witnesses is best performed by trial courts or administrative bodies rather than by appellate courts, this Court merely recognizes that the trial court or the administrative body as a trier of facts is in a better position to assess the demeanor of the witnesses and the credibility of their testimonies as they were within its proximal view during the hearing or investigation."

While it is true that Ms. Ria Campos, another witness, did not hear respondent-appellant's voice, the testimony of Ms. Campos was presented to specifically prove alleged acts of respondents Alexis Cimagala, Anezka Cortina, Anne Co, Wilmer Cu, Bernadette Lopez, Carissa Mangubat, Augustine Rafael Lapid, and Paula Sun (TSN, 15 April 2008, UP v. Cimagala et al. (Ms. Campos' Testimony), Pages 46 to 47.) and not respondent-appellant Abueg. Had Ms. Campos been presented to prove or disprove accusations against respondent-appellant Abueg, her testimony should have been formally offered for such purpose. Further, Ms. Campos was not in a position to observe and thus testify as to the acts committed by respondent-appellant. Ms. Campos testified that she was seated near respondents Alexis Cimagala, Anezka Cortina, Anne Co, Wilmer Cu, Bernadette Lopez, Carissa Mangubat, Augustine Rafael Lapid, and Paula Sun and made no mention of Mr. Abarquez, to wit:

ATTY. DACANAY: Ms. Witness, you earlier said that you heard murmuring. You mentioned that there were murmuring and whispering. Who are these people that you heard murmuring and whispering?

MS. CAMPOS: Ms. Cimagala and Ms. Cortina. And Ms. Co and Mr. Cu. And Ms. Mangubat and Ms. Lopez. And then Mr. Lapid and Ms. Sun.

ATTY. DACANAY: Ms. Witness, when you heard this people whispering, with regard to Ms. Cimagala and Ms. Cortina, where were they in relation to where you were seated?

MS. CAMPOS: They were in the table in front of me.

ATTY. DACANAY: In front of you. So Ms. Witness, I will ask you to draw the seating arrangement that you remember during the BA 161 midterm examinations at Room CBA 302.

CHAIRMAN: Make the proper manifestations as we go along, Counsel.

ATTY. DACANAY: Ms. Witness, can you please describe what you drew on the paper?

MS. CAMPOS: So, there are three columns in the classroom, composed of tables. We were at the last row. I am seated beside Ms. Karen Broñosa, and then Ms. Ginel Taguba was on her left. And then on the left of Ms. Ginel Taguba is a BA guy, Business Administration student. And then on the table in front of us, right in front of me was an empty chair, followed by, which is beside Ms. Cortina. On the left of Ms. Cortina was Ms. Cimagala and then on the left of Ms. Cimagala is Mr. Quimpo. On the table in front of them, on the front of the empty chair was Ms. Mangubat. On her left was Ms. Lopez, on Ms. Lopez's left was Mr. Cu. on the left of Mr. Cu was Ms. Co. And on the other side of the room is a table, which was not aligned to any tables kasi it was not really arranged. There seated Ms. Sun and beside him is Mr. Lipid.

ATTY. DACANAY: Your Honor, we request that the seating plan for BA Room 302 for Inc BA 161 midterm examination held last August 6, 2008 be marked as Exhibit "B?"

CHAIRMAN: You mean the sketch made by the witness?

ATTY. DACANAY: Yes. The drawing, I mean.

CHAIRMAN: The drawing made by the witness be marked as Exhibit "B" for the Prosecution?

ATTY. DACANAY: Yes, Your Honor, for the Prosecution.

CHAIRMAN: Mark it as Exhibit "B." Kindly use the microphone, Madame Counsel. (Ibid, pages 51 to 53)

The fact that Ms. Campos did not hear respondent-appellant whispering or murmuring during the exam does not necessarily mean that nobody else saw respondent-appellant committing the acts imputed to him. Thus, the testimony of witness Ms. Campos is not enough proof to counter the testimony of Ms. Abarquez.

The penalty imposed is proper.

The SDT imposed upon respondent-appellant a penalty of suspension for forty-five (45) days. It is well within the power of the SDT to decide on the penalty to be imposed upon respondent-appellant.

Section 25(m) of the RRSCD provides:

m) The disciplinary action that may be imposed for violations of the misconduct in Section 2(m) may take the form of expulsion, suspension from the University, withholding of graduation and other privileges, withdrawal of registration privileges, permanent disqualification from enrollment, exclusion from any class, reprimand, exclusion from any class, warning, or expression of apology. The gravity of the offense committed and the circumstances attending to its commission shall determine the nature of the disciplinary action or penalty to be imposed.

The University of the Philippines is the Philippines' premier institution of higher learning. A UP student is expected to excel as a student and as a law abiding citizen. To allow misconduct to remain unpunished disregards the standard of excellence UP zealously upholds. As such, this Office believes that penalty imposed upon respondent-

appellant is commensurate to the offense of misconduct." (Decision of the Office of the President dated 28 January 2010, pages 3 to 22)

Respondent-appellant did not raise anything new with regard to the issues raised in his Memorandum of Appeal. As such, there is no reason to amend the Decision of the Office of the President, there being sound factual and legal bases for such Decision.

It is recommended that the BOR withdraw respondent-appellant's graduation and require respondent-appellant to enroll for purposes of residency in order to implement the 45-day suspension. However, ultimately, the manner of service of respondent-appellant's penalty is left upon the discretion of the BOR.

Respondent-appellant prays that the penalty of 45 days suspension imposed upon him be considered served.

The penalty of academic suspension contemplates a prohibition for a period of time from enrolling, attending classes, taking examinations, using University facilities or graduating (see analogously Revised Rules and Regulations Governing Fraternities, Sororities and Other Student Organizations, sec. 3). While, generally, the penalty of suspension would take place immediately upon the finality of the decision, the same rule cannot apply in this case given the peculiar circumstances prevailing, i.e., that respondent-appellant was allowed to graduate from the University.

During the University Council ("UC") Meeting of 23 April 2008, the UC took the following action:

Action: The UC, by a vote of 198 for, 12 against, and with 11 abstentions, approved the motion to re-affirm the policy that was adopted previously that all graduating students who have complied with the academic requirements for graduation must be recommended for graduation without prejudice to the final determination of the disciplinary cases and without prejudice to the appropriate corrective measures to be undertaken by the University should the decision be against them.

The graduation of respondent-appellant was subject to two (2) very express and specific conditions, thus: (a) final determination of the disciplinary cases and (b) corrective measures that may be undertaken by the University should the Decision be adverse to them.

The Decision imposing a 45-day suspension on respondent-appellant presents an appropriate opportunity to report back to the UC for the appropriate "corrective measures." It must be noted that the second condition would contemplate even the penalty of expulsion, should the same have been imposed; therefore, any penalty less than that should be considered covered by the second condition imposed by the UC for their graduation.

Thus, the following actions are recommended so that the penalty imposed upon respondent-appellant by the SDT and affirmed by the Office of the President be carried out:

First, it is recommended that the Honorable Board of Regents withdraw respondent-appellant's graduation, only for the purpose of allowing him to serve out the 45-day suspension at the earliest possible opportunity. Thereafter, respondent-appellant should be required to enroll for purposes of residency in order to serve his 45-day suspension.

Second, should the Honorable Board of Regents approve the abovementioned recommendation, it should also require respondent-appellant's home college, the School of Economics ("SE"), to report to the UC that a Decision has been rendered, which would then subject the graduation of respondent-appellant to the first condition imposed by its 23 April 2008 Action.

Once the SE determines that the 45-day suspension has been served, the SE may then recommend to the UC and, in turn, to the Board of Regents that the respondents be allowed to graduate.

This course of action is similar to a previous one taken by the UC in the matter of Rey Faisan Millan where Mr. Millan, after having been recommended for graduation and having been allowed to graduate in

2002, was made to serve his one-year suspension for a conviction by the SDT for hazing. The UC also recommended that his graduation be withdrawn (UC Meeting of 27 June 2003) which the BOR approved (1174th Meeting, 29 August 2003).

This course of action was also recommended by the Office of the Vice President for Legal Affairs in a letter dated 5 February 2009, upon request by Dr. Emmanuel S. de Dios, Dean of the School of Economics, for clarification as to the service of the 45 day suspension penalty imposed upon Misses Alexis Cimagala, Anezka Cortina, Carissa Mangubat, Bernadette Lopez, Judie Ann Co, and Mr. Wilmer Cu. The said students are respondent-appellant's co-respondents in the present case.

Finally, it is noted that the respondent-appellant graduated with honors from the University. Should the Honorable Board choose to withdraw respondent-appellant's graduation, the withdrawal of the academic honors conferred would have to follow, as a matter of course. Thereafter, the existence of the suspension may have to be considered in any subsequent recommendation for graduation.

Ultimately, while several recommendations have been made to address the issue, the manner of service of respondent-appellant's penalty of suspension for 45 days is left upon the sound discretion of the Board."

Board action: The Board, by a vote of 4 in favor, 2 against, 1 abstention, ratified the graduation of Punyagi Abueg and considered the penalty of forty-five (45) days suspension deemed served.

N.B. President Roman explained that Velasco withdrew his appeal because she (President Roman) reduced the penalty. Unlike the six (6) other students who were suspended, a direct witness, a certain Mr. Libre testified that during the examination period when all the others were exchanging notes, going out to the toilet with their books and whispering to each other, Velasco was on one side of the room. Velasco asked Mr. Libre what the answer for item no. 3 was or whatever number that was. Going over the testimonies of the other students and the teachers, they did not hear anything. Even the students next to Velasco did not hear anything. Since there was no basis and upon the advice of the Legal Counsel, the one year suspension was removed. The question is the forty-five (45) days suspension. In the case of the six (6) School of Economics students, the SDT decided that the student serve the penalty of forty-five (45) days suspension which the School of Economics, the University Council and the Board accepted. The issue is when the suspension would be implemented. The School of Economics and the University Council said that based on precedents, the students must serve the forty-five (45) days suspension. They should enrol for residency and after that, they would automatically be allowed to graduate. The Board did not agree on that but considered the penalty deemed served.

Regent Pascual said that the precedents that have been referred to in relation to this case were entirely different in their circumstances and could not be considered as true precedents. In any case, he said, he is amazed with the inconsistency he sees in how a suspension is served. In the case of the UPLB students, because of suspension, they were not allowed to enrol. In the case of Abueg and Velasco, they are being asked to enrol to serve a suspension. The Regent asked, "Which is which?"

President Roman explained that the circumstances of the students are different. In the case of the UPLB students, they have not completed their academic requirements yet. Because of suspension, they cannot enrol. The concerned students from the School of Economics have already graduated. Thus, to serve the suspension, they have to enrol for residency.

Regent Pascual said that that is the very essence of "deemed served". If a non-graduating student is suspended, he/she is not allowed to enrol, but in the case of the graduated students who were meted out the penalty of suspension, they should not be asked to enrol.

President Roman said that the rule is - if you no longer need to enrol in courses, you enrol for residency to enable you to serve the penalty. The Chair shared with the Board copy of the appeal of Velasco dated July 9, 2010. The Chair proposed that the graduation of the students, i.e. Velasco and Abueg be ratified and that the forty-five (45) days suspension be deemed served.

Vice President Te explained that the problem is there is no appeal, so there is no venue for the Board to consider that. One cannot separate the appeal from the penalty.

Chair Angeles read the last paragraph of Velasco's letter requesting that the Board consider the penalty imposed upon him as moot, academic and deemed served. His "sufferings are more than enough to please those who brought about these flimsy allegations that were not convincingly proven."

President Roman reacted to this statement and wanted to put on record that she could not even accept that these students consider the University's decision as flimsy and that the University has wronged them when they have committed acts of misconduct and cheating.

Regent Pascual said that the offense was not cheating in this particular case. Since these two (2) students (Abueg and Velasco) are part of the group that included six (6) students which the Board acted on, for consistency, he proposed that the Board make the same decision on these two (2) students as it was on the first six (6).

Chair Angeles clarified Regent Pascual's Motion as follows: "That the graduation of these two (2) students (Abueg and Velasco) be considered ratified and their forty-five (45) days suspension deemed served." Regent Gonzalez seconded but President Roman raised an objection.

Because of President Roman's objection, Chair Angeles announced that they would take a vote "viva voce."

Regent Pascual clarified that his motion is made in order to be consistent with the Board's decision in the case of the similarly situated six (6) School of Economics students.

The result of the voting is as follows:

IN FAVOR - 4 (Regents Gonzalez, Sarmiento, Pascual and Co)
AGAINST - 2 (President Roman and Faculty Regent Taguiwalo)
ABSTAIN - 1 (Staff Regent Cabrera)

The Chair announced that the motion is carried. The Board has ratified the graduation of the students and the penalty of suspension for forty five (45) days is deemed served.



On the Case of PROF. SARAH JANE S. RAYMUNDO

Two letters were presented to the Board. The first letter dated 18 June 2010 was addressed to the President by the tenured faculty of the Department of Sociology. Among the concerns raised were the following:

- the procedure and substantial ground(s) relied upon by the Faculty Regent for her Motion "to grant the appeal for tenure of Prof. Sarah Raymundo; and
- who abstained, voted in favor and against said motion, as well as the ground(s) or reasons for their respective votes.

Hereunder is the full text of the letter of the Department of Sociology:

" 18 June 2010

Prof. Emerlinda R. Roman, Ph.D.
President
University of the Philippines
Diliman, Quezon City

Through: **Prof. Sergio S. Cao, Ph.D.**
Chancellor
University of the Philippines Diliman

Dear President Roman,

The Department of Sociology received via facsimile on 31 May 2010 the attached Excerpt from the Minutes of the 1255th Meeting of the Board of Regents on 27 May 2010. The Department also received a copy of this document marked Official Release on 02 June 2010.

The tenured faculty of the Department met on 07 June 2010 to discuss the meaning of said document and agreed during a meeting on 15 June 2010 to write to you regarding our concerns.

We are respectfully requesting you as Chief Academic Officer of the University (Sec. 14, R.A. 9500) to kindly endorse for the consideration of the Board of Regents our request to be clarified on what we think are fundamental questions relating to the governance of the University and our most cherished values – academic freedom and institutional autonomy.

These values are clearly embodied in the following excerpt from the Manual of the University of the Philippines Office of the Vice President for Academic Affairs (2004, p. 13) titled 'Shaping Our Institutional Future: A Statement on Faculty Tenure, Rank and Promotions' which states that:

1. Only tenured faculty members of the department may recommend tenure...
2. The initial recommendation emanates from the units Chair and Academic Personnel Committee and proceeds through channels...
3. The Chancellor endorses recommendations for tenure to the President. All recommendations for tenure are acted on by the Board of Regents, upon the recommendation of the President.'

In the interest of transparency and due process, may we be informed:

1. about the procedural and substantive ground(s) relied upon by the Faculty Regent for her motion 'to grant the appeal for tenure of Prof. Sarah Raymundo'?

2. who abstained, voted in favor and against said motion, as well as the ground/(s) or reasons for their respective votes?

Finally, may we request for a copy of the minutes pertaining to the abovementioned motion?

Thank you very much.

Very truly yours,

The Tenured Faculty

Clemen C. Aquino (Sgd.)
Professor

Marie Joy B. Arguillas (Sgd.)
Professor

Maria Cynthia Rose B. Bautista (Sgd.)
Professor

Randolf S. David (Sgd.)
Professor

Marcia Ruth Gabriela P. Fernandez (Sgd.)
Assistant Professor

Gerardo M. Lanuza (Sgd.)
Associate Professor

Clarissa A. Rubio (Sgd.)
Professor

Laura L. Samson (Sgd.)
Professor"

The second letter dated 23 June 2010 was from Prof. Sarah Jane Raymundo, thanking the Board for its affirmative decision on her appeal for tenure. She said that she is writing out of concern over the status of her appointment as a faculty member. She has not received a notice of appointment nor a teaching load for this semester from the Department of Sociology.

Hereunder is the full text of the letter of Ms. Sarah Jane S. Raymundo:

" June 23, 2010

Board of Regents
Quezon Hall
University of the Philippines
Diliman, Quezon City, Philippines

To the Board of Regents:

I would like to express my deep appreciation for the Board of Regents affirmative decision on my appeal for tenure. No words could describe my relief over a decision that rendered meaningful and worthy all those months of joblessness that inevitably came with emotional and financial stress. It has upheld my own scholarship and service to the University, and beyond that, has given faith and hope for many of my colleagues both tenured and untenured as many of them expressed their heartfelt congratulations to me after almost two years of struggle for job security. To many of us, the grant of tenure meant a renewed inspiration and faith that unjust administrative verdicts can indeed be rectified within the processes of our institution; and that casualties of the former may find recourse and justice in a conscientious Board.

However, I am writing this letter out of concern over the status of my appointment as a faculty member. Since my grant of tenure in May 27, 2010, I have not received a notice of appointment nor a teaching load for this semester from the Department of Sociology. This situation, needless to say, has been utterly disconcerting considering all my efforts at following up on the matter.

Let it be known that I have submitted a letter reporting for duty to the Chairperson of the Department of Sociology on June 1, 2010

and have as well sought the Chair's and the Dean's advice on June 8, 2010, the first day of classes for this semester. Below is a chronology of what has transpired since the BOR's grant of tenure up to the present:

On May 27, 2010, My appeal for tenure was granted by the BOR.

Last June 1, 2010, I personally claimed my copy of the BOR minutes which bears the decision on my tenure as no unit in the University made a prior effort to formally inform me of the BOR decision. Upon receipt of my copy from the Office of the Secretary, I submitted a letter to the Chair of the Department of Sociology to indicate my report for duty and a request for a meeting the soonest time possible. I furnished Dean Zosimo Lee a copy of the same letter. I also submitted a letter to the BOR informing the Board of my knowledge of the decision and my formal report for duty to the Chair of the Department of Sociology.

On June 8, 2010, I inquired about the status of my appointment through a brief meeting with Dr. Joy Arguillas, Chair of the Department Sociology. I was informed about the tenured faculty meeting which discussed the matter of my tenured status. However, I was also told that the tenured faculty had a difficult time interpreting the minutes which bears the BOR's grant of tenure as there were no implementing guidelines that came with it. When I ask where these implementing guidelines would come from, I was informed that the chair is in the process of consulting with different offices of the University. I was also told that without the implementing guidelines that should guide the Department in processing my basic papers, I will be unable to handle courses for this semester. I was assured that I shall get word from the Department the soonest time possible regarding the matter. In the same day, I also sought the advice of Dean Zosimo Lee whose opinion, as it was made known to me, is that neither he nor the President of the University could command the Department to process my basic papers. I was also made to understand that the basic papers could only emanate from my home department and that the Chair, at some point, will have to respond to the letter I submitted on June 1.

More than fifteen days have passed since my formal letter to the chair of the Sociology Department and I have not received any notice on the processing of my basic papers.

I hope to register these serious concerns to the Board for your consideration. Your decisive action will ensure that justice will truly be served. Thank you very much.

Sincerely yours,

Sarah Jane S. Raymundo (Sgd.)"

Board action: **The Board, by a vote of 4 in favor, 1 against, 2 abstentions, reaffirmed its authority over cases of tenure like the case of Prof. Sarah Raymundo. The President who voted against this particular motion was requested to communicate this decision to the Department of Sociology.**

N.B. Chair Angeles recalled that the Board has already granted the appeal of Prof. Raymundo for tenure. He heard, however, that the Department has not accepted her and that she is not getting her salary.

Regent Sarmiento asked if somebody who was not given a position in the University is entitled to what she is asking now.

The Chair said that Prof. Raymundo has been given her tenure. However, the Department where she belongs would not want to give her assignments. The Department does not want to appoint her. This, the

Chair said, is not fair to the Board which is the highest governing body of the University.

President Roman clarified that what Regent Sarmiento is asking is how the Board could give tenure to someone who has no appointment in the University. Prof. Raymundo's appointment was only up to December 2009.

Regent Taguiwalo said that it is clear from the discussions of the various cases that the Board of Regents is the highest policy making body in the University. That, in the actual circumstance of Prof. Sarah Raymundo, she went through the whole appeals process of the University which is clarified by policies approved by the Board. When President Roman denied Prof. Raymundo's appeal in December 2009, she immediately appealed to the Board of Regents in so far as their understanding that the Board is the final decision maker vis-à-vis issues in the University including appointments. When the Board voted on Prof. Raymundo's appeal last May 27, nobody raised the question of jurisdiction. This is why, according to the Faculty Regent, she was surprised that Vice President Te who is supposed to be the Legal Counsel of the Board came up with an opinion questioning the decision of the latter.

The Faculty Regent, in response to the letter from the Department of Sociology requested the Office of the Secretary of the University and the Board of Regents to include in the minutes (where the grant of tenure of Prof. Raymundo appears) the full paper that she submitted which was the basis for the grant of tenure to Prof. Raymundo. Regent Taguiwalo then asked how the decision of the Board could be operationalized. "What is the role of the University Administration in implementing a decision of the Board of Regents which was voted on last May 27?" Regent Taguiwalo then put on record that when the Board nullified the appointment of Dr. Jose C. Gonzales as PGH Director despite objections from some members of the Board, he was immediately replaced by Dr. Rolando Enrique Domingo who was administered his oath of office right away. One can easily see the discrepancy, according to Regent Taguiwalo, between Board decisions supported by the University Administration and Board decisions which the University Administration opposed. "What is the Board of Regents if not a collegial body?" asked the Faculty Regent.

Reacting to the previous query of Regent Sarmiento, Regent Pascual clarified if Prof. Raymundo still had an appointment when she filed her appeal before the Board of Regents. President Roman responded that Prof. Raymundo filed her appeal in January 2010. Her appointment was until December 2009. The decision of the President was dated December 17, 2009.

December 17, 2009, according to Regent Pascual, was the last working day of the year. Thus, the appeal of Prof. Raymundo is still within the allowable period of appeal from the date the President promulgated her decision.

There is no such procedure, according to Vice President Te.

Regent Pascual called the attention of the Board to practices in the case of disciplinary cases where there is a period of appeal within which an individual is allowed to appeal and that appeal was considered by the Board because of the lateness of the decision of the President. Regent Pascual said that he is also amazed with the way the Vice President for Legal Affairs has framed his opinion, making a very explicit statement that "what is not included in an enumeration is deemed excluded." The Board, the Regent said, has acted on a number of things not explicitly provided, like approval for tenure.

Vice President Te pointed out that the Board acts on tenure upon the recommendation of the Department Chair, the Dean, the Chancellor and the President.

Regent Pascual asked where the particular provision cited by Vice President Te is. There is a particular provision in the Charter that empowers the Board to appoint faculty members and other officials and employees. The Regent added that there is ample provision that empowers the Board to act on the Sarah Raymundo case. He then suggested that the Board pass a resolution asking the concerned department to enforce the decision of the Board.

Regent Cabrera seconded the suggestion of Regent Pascual. Before the Board could act on the suggestion of Regent Pascual, Regent Taguiwalo asked for other possibilities, i.e. options for the Board to implement a decision which has not been implemented by the various units of the University. The Faculty Regent recalled the case of prof. Lorraine Salazar. The latter was given tenure by the Board, but this was not completed because she did not follow it up. But the Administration took action. The University Council discussed this case a lot of times. Regent Taguiwalo then asked what the legal opinion then was.

President Roman pointed out that the case of Lorraine Salazar is one where she was not recommended by the Department, not recommended by the College, not recommended by the Chancellor but recommended by the President. The Board acted on the basis of the recommendation of the President. This is what Vice President Te was trying to explain earlier. Incidentally, the President said, Vice President Te did not come up with an opinion on his own volition. President Roman clarified that she requested the Vice President for Legal Affairs for a legal opinion because she was trying to respond to the letter from the Department of Sociology. In the case of Prof. Lorraine Salazar, a decision was made by the Board to grant her tenure. An excerpt of the minutes of the meeting was sent to the Department of Political Science which refused to implement it. It ended there. Prof. Salazar left the University, went on leave and has not communicated with the University. She did not even write to the Department. This would indicate that if the Department would not recognize her, she also would not recognize them by not going through the Department in applying for a leave.

Regent Taguiwalo explained that Prof. Lorraine Salazar was different in the sense that she did not go through the process of the University. She went directly to the Office of the President and the Board acted on her case without going through the various levels of the University. The Faculty Regent informed the Board that the University Council never questioned the right of the Board to decide on tenure cases. In cases where the Board makes decisions contrary to the recommendations or appeals of the units, it is suggested that it provides the University Council with an explanation of its decision. This would ensure better understanding of the issues involved and would also ensure transparency.

The decision really of the Board, according to Regent Taguiwalo is based on the application of standards for tenure, the academic standards. She said that the Board would not even countenance looking at the appeal of Prof. Raymundo if she has not fulfilled the requirements. This is where the question of justice lies. The Faculty Regent then asked, "What is the recourse of untenured faculty members who really work hard to fulfil the requirements for tenure of the University clarified to them from the beginning?" She said that she has no qualm that the decision of the Board can stand scrutiny. The Board, she said, is not violating the rights of the tenured faculty. The Board is not violating disciplinary autonomy.

Prof. Sarah Raymundo, according to Regent Taguiwalo has already reported for duty. But until now, she does not have any appointment and does not have a teaching load. Regent Taguiwalo asked, "What is the recourse of the Board?"

President Roman called the attention of the Board to a letter from the Department of Sociology dated June 18, 2010. A number of questions have been raised and the Board might want to respond to these questions.

Regent Taguiwalo said that the Board could respond to the questions. She has no problem sharing with them the position she submitted to the Board which was the basis for the grant of tenure. It is up to the Board if the minutes of the meeting on the appeal for tenure of Prof. Raymundo, could be shared with the Department. The latter, according to the Faculty Regent, is not saying that the decision of the Board is wrong. Their letter is not a letter of reconsideration. It is actually an inquiry. "Why is it then that the University could not implement the decision of the Board?" asked Regent Taguiwalo.

Regent Pascual moved that the Board reaffirm its authority over cases of tenure like the case of Prof. Sarah Raymundo. Regent Taguiwalo seconded this motion. President Roman objected. The Chair, therefore

called for a division of the house. The results are as follows: In favour of Regent Pascual's motion, 4 (Regents Pascual, Taguiwalo, Cabrera, Co), against, 1 (President Roman), abstained, 2 (Regents Gonzalez and Sarmiento).

President Roman requested that her vote be put on record and clarified that her objection is only for tenure and only for the procedural aspect of granting tenure.

Regent Taguiwalo moved that the Department of Sociology be reminded that the Board of Regents has made a decision and for them to initiate the appointment of Prof. Raymundo.

To Regent Sarmiento the motion of Regent Taguiwalo is not necessary. They just have to be informed of the decision of the Board. The Board should not bulldoze the Department, according to Regent Sarmiento. They know what they are doing.

The Department, according to Regent Taguiwalo has already been informed of the decision of the Board and they have not acted on it. Regent Pascual suggested that the President be requested to communicate to the Department the decision of the Board.

Regent Taguiwalo asked what would happen if the Department refuses to initiate the appointment, which is their position now. The loser here, according to the Faculty Regent is Prof. Raymundo who has been out of job since January 2010.

President Roman said that the Department has a letter asking about the procedure and the Board has decided to reaffirm its authority. A copy of the excerpt of the pertinent portion of the minutes of the meeting would be sent to them.

Regent Pascual pointed out that the Department is asking for the basis of the decision to grant tenure and the basis, he said, is the Motion of the Faculty Regent.

President Roman recalled that during the May 27, 2010 meeting of the Board, she went on record asking the Board to give the members of the department a statement stating the reason for the grant of tenure to Prof. Raymundo. There was a written basis from the Faculty Regent, but there was no discussion.

Regent Taguiwalo recalled that her written motion was adopted by the Board. There was discussion but not as exhaustively as the President wanted it to be.

The Department has a letter, according to Regent Pascual. The Board owes them a response and this is the written motion of the Faculty Regent.

Regent Taguiwalo suggested that the letter be part of the actual minutes.

When the Chair asked what the next move would be, the President answered that the Department would be given a copy of the decision of the Board reaffirming its authority over tenure cases like the case of Prof. Raymundo.

Regent Gonzales said that the Board should leave to the President the appropriate course of action since after all she is the Chief Academic Officer of the University.

Two (2) Construction Agreements between the University of the Philippines and the China State Philippines Construction Corporation (Contractor)

Project: Proposed Institute of Civil Engineering (ICE) Building, Phase 1

Amount: PhP206,308,267.99

Mode of Procurement: Public bidding in accordance with RA 9184 and its implementing rules and regulations

Period of Contract: 240 Calendar Days reckoned from the date of receipt of the Notice to Proceed

Particulars:

- a. For and in consideration of the performance and accomplishment of the Works and the correction of any defects therein, the University shall pay the Contractor the total amount of PhP206,308,267.99 subject to pertinent laws on government contracts and auditing procedures. The said Contract Price is inclusive of all duties, taxes, licenses, premiums, fees and charges which may accrue by virtue of the Works, such as but not limited to permit and registration fees, municipal and personal property taxes, fees for storage or consumption, employment taxes, payments and contributions imposed by law, and insurance;
- b. The relationship of the University to the Contractor is that of an independent contractor. Nothing in the Agreement shall be construed as creating an employer-employee relationship between the University and the Contractor, its sub-contractor, employees, agents, or workers.
- c. The Contractor shall indemnify, hold free and harmless, and defend at its own expense the University and its officials, agents, employees, or workers, from and against all suits, claims, demands, and liabilities of any nature or kind, including costs and expenses associated therewith, arising out of acts or omissions of the Contractor, its employees, workers, or sub-contractors in the performance of any activity in connection with the WORKS, including those that may be initiated by its employees, workers, agents, sub-contractors, or by any other entity or person against the University by reason of or in connection with the WORKS;
- d. The Agreement and the Contract Documents mentioned in the Agreement shall be interpreted in a manner as to render harmony to ensure the full and satisfactory completion of the WORKS. In cases of doubt or conflict between and among any items or provisions of the Contract Documents, and/or between and among any of the Contract Documents and the Agreement, the Contractor shall refer the same in writing to the University for clarification and guidance. The clarification or determination made by the University shall be binding and conclusive upon the Parties;
- e. The Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines and the Parties thereby submit to the exclusive jurisdiction of the competent Courts of Quezon City, Provided, that prior to any resort to the filing of an action in court or any quasi-judicial body, the parties shall endeavor to amicably settle any dispute according to the provisions of Republic Act No. 9285 otherwise known as the "Alternative Dispute Resolution Act of 2004", Provided further, that disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be referred thereto in accordance with Executive Order No. 1008, otherwise known as the "Construction Industry Arbitration Law"; and
- f. Should any provision of the Agreement be declared illegal, invalid or unconstitutional by the court of law, the rest of the other provisions not affected thereby shall remain valid, subsisting and binding.

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.

Board action: **APPROVAL.**

Project: Proposed Institute of Electrical and Electronics Engineering (IEEE) Building 2, Engineering Complex

Amount: PhP144,640,268.28

Period of Contract: 365 Calendar Days reckoned from the date of receipt of the Notice to Proceed

Mode of Procurement: Public bidding in accordance with RA 9184 and its implementing rules and regulations

Particulars:

- a. For and in consideration of the performance and accomplishment of the Works and the correction of any defects therein, the University shall pay the Contractor the total amount of PhP144,640,268.28 subject to pertinent laws on government contracts and auditing procedures. The said Contract Price is inclusive of all duties, taxes, licenses, premiums, fees and charges which may accrue by virtue of the Works, such as but not limited to permit and registration fees, municipal and personal property taxes, fees for storage or consumption, employment taxes, payments and contributions imposed by law, and insurance;
- b. The relationship of the University to the Contractor is that of an independent contractor. Nothing in the Agreement shall be construed as creating an employer-employee relationship between the University and the Contractor, its sub-contractor, employees, agents, or workers.
- c. The Contractor shall indemnify, hold free and harmless, and defend at its own expense the University and its officials, agents, employees, or workers, from and against all suits, claims, demands, and liabilities of any nature or kind, including costs and expenses associated therewith, arising out of acts or omissions of the Contractor, its employees, workers, or sub-contractors in the performance of any activity in connection with the WORKS, including those that may be initiated by its employees, workers, agents, sub-contractors, or by any other entity or person against the University by reason of or in connection with the WORKS;
- d. The Agreement and the Contract Documents mentioned in the Agreement shall be interpreted in a manner as to render harmony to ensure the full and satisfactory completion of the WORKS. In cases of doubt or conflict between and among any items or provisions of the Contract Documents, and/or between and among any of the Contract Documents and the Agreement, the Contractor shall refer the same in writing to the University for clarification and guidance. The clarification or determination made by the University shall be binding and conclusive upon the Parties;
- e. The Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines and the Parties thereby submit to the exclusive jurisdiction of the competent Courts of Quezon City, Provided, that prior to any resort to the filing of an action in court or any quasi-judicial body, the parties shall endeavor to amicably settle any dispute according to the provisions of Republic Act No. 9285 otherwise known as the "Alternative Dispute Resolution Act of 2004", Provided further, that disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be referred thereto in accordance with Executive Order No. 1008, otherwise known as the "Construction Industry Arbitration Law"; and
- f. Should any provision of the Agreement be declared illegal, invalid or unconstitutional by the court of law, the rest of the other provisions not affected thereby shall remain valid, subsisting and binding.

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.

Board action: APPROVAL.

N.B. Regent Pascual pointed out that these two contracts were in the Agenda of the Board in June. The Board deferred its action on these two contracts because of questions he raised with respect to the background and capability of the concerned construction company. His questions, Regent Pascual said, were based on the presentations made to him by a number of contractors/alumni of the College of Engineering. Subsequent to that meeting, there was a series of small meetings between the alumni of the College of Engineering, the Dean of the College of Engineering and the Bids and Awards Committee. In the final meeting, the position was that the Alumni Engineers were really uncomfortable with awarding the contracts to China State Philippines Construction Corporation because of the contractor's track record. In the end, however, the main point that became the basis of the group's position was the fact that if the University does not go ahead with China State Philippines Construction Corporation, there is a big risk that the University will lose the funding for the two College of Engineering buildings to be constructed under the two contracts. Hence, those present during the final meeting agreed to go ahead with the award of the contracts to China State Philippines Construction Corporation with the proviso that there would be close supervision of the construction and that the down payment be made against a bank guarantee. Regent Pascual said that a performance bond is already incorporated in the contracts. President Roman affirmed the existence of a performance bond.

Dean Silvestre of the College of Architecture and Vice Chair of the Bids and Awards Committee informed the Board that the Office of the Campus Architect as well as the College of Engineering will closely monitor the quality and the performance of the China State Philippines Construction Corporation.

President Roman reiterated that the Bids and Awards Committee of UP Diliman followed all the rules. It is not as if they went around the rules when they identified the Contractor. It is just that the Board cannot get a very firm response on the status of the China State Philippines Construction Corporation. Regent Pascual agreed that the legal requirements were met. But, he said that in managing projects similar to the projects under consideration, one should not just be limited to the legal requirements. Due diligence should be done exhaustively. It appears that due to certain limitations, the Bids and Awards Committee has not been able to pursue what he would normally expect a Bids and Awards Committee to look into when they do due diligence.

Regent Sarmiento inquired into the performance bond which the Contractor initially wanted to withdraw.

Regent Pascual, in response to Regent Sarmiento's query, said that the contracts could now be signed.

Chair Angeles asked where the funds are coming from. The President said that the funds are from President Gloria Macapagal Arroyo, from the General Appropriation Act.

The Chair further asked if there is a deadline in the utilization of the funds. President Roman answered that the deadline was last December 2009 and the contracts have been awarded.

Regent Gonzalez moved for the approval of the two Contracts with China State Philippines Construction Corporation. President Roman seconded the motion. Regent Taguivalo added the proviso stated earlier by Regent Pascual that there has to be strict monitoring of the two projects by the University. This is clear from the Contracts, according to Regent Gonzales. President Roman added that the University, in fact, would have Project Management Teams.

Regent Taguivalo reiterated that these two contracts are special cases. Actions on these were held in abeyance because of the observations of Regent Pascual.

On the Selection Process for the UP President

The Board agreed to adopt the criteria used in the selection of the 19th UP President in 2004:

Selection Criteria - 1

- Stature in the academic profession
- Administrative capability
- National and International reputation as a scholar
- Probity and moral integrity

Selection Criteria - 2

- Values and perspectives
- Possesses the political will and the political skills to defend and promote academic freedom and institutional autonomy
- Commitment to academic excellence
- A clear and inspiring vision of UP's role in the 21st century
- Leads in ensuring the implementation of democratic governance in the university based on collegiality, representation, accountability, transparency and active participation of constituents

Selection Criteria - 3

- Ability to raise funds without compromising the traditional values and ideals of academia
- Capacity to manage available resources to sustain the UP Modernization Program
- Fairness in dealing with all constituents; does not persecute or dispense special favors; does not engage in factionalism

Selection Criteria - 4

- Preserves the secular, public and non-sectarian character of UP
- Maintains and enriches intellectual diversity; does not promote a particular religion or school of thought
- Keeps UP above politics, but respects the rights of faculty members and students to participate in political debates and campaign for their beliefs within the limits of law

Board action: APPROVAL.

N.B. President Roman moved for the adoption of the criteria used in 2004. These include the following: Stature in the Academic Profession, Administrative Capability, National and International Reputation as a Scholar, Probity and Moral integrity. In 1999, the President said, prior association with the University was included. This was, however, removed in the 2004 Selection Criteria.

Regent Taguivalo called the attention of the Board to four (4) sets of selection criteria used in 2004.

Regent Pascual commented that the criteria are restrictive. For instance, he asked, if the Presidency is limited to academics. The criterion prescribing "national and international reputation as a scholar..." suggests that the person the Board is looking for is an academic. It is not exactly limited, according to Regent Taguivalo. In 2004, one of the top two nominees, Ambassador Espiritu was not an academic.

President Roman said that it would be odd that the Board is looking for a President and would not even state that the nominee must be a scholar. The UP President, after all, is Head of the Faculty and the Chief Academic Officer.

Regent Sarmiento moved that the criteria used in selecting the UP President in 2004 be adopted.

Regent Cabrera proposed that in addition to the criteria used in 2004, the following be added: "Leads in ensuring the implementation of democratic governance in the University based on collegiality,

representation, accountability, transparency and active participation of constituents." This, the Staff Regent said, is found in the UP Charter.

The President agreed to this additional criterion.

Regent Taguiwalo reiterated that under Selection Criteria – 4 the word "public," be added as follows: "Preserves the secular, public and non-sectarian character of UP." This is also contained in the UP Charter, according to her.

There were no objections to the criteria proposed by Regents Taguiwalo and Cabrera to be added to the criteria used in 2004. The Board, is thus, all set to start the search for the next President of UP.

Regent Taguiwalo suggested that the pertinent announcement be made since there are faculty members who have asked her if they could submit their nominations already.

Timetable for the Search for the Next UP President

1. Constitution of the Search Committee	2 June 2010
2. Discussion of the Criteria for the Selection of the UP President	14 July 2010
3. Call for Nominations	15 July 2010 to 25 August 2010
4. Evaluation/Screening of Nominees	27 August 2010 (Friday) BOR Meeting, UP Mindanao
5. Uploading in the UP Website of the List of Nominees Including Their CVs and Vision Papers	28 August 2010
6. Nominees' Fora	September to October 2010 Sept. 24, 2010 1 - 4 p.m. UP Diliman – video conferencing
7. Presentation of Vision and Programs before the BOR and Interviews	8 November 2010 (Monday) 8:00 a.m. – 4:00 p.m. BOR Room, UP Diliman
8. Election of the New President	26 November 2010 (Friday) BOR Meeting UP Visayas Cebu College

Board action: APPROVAL. The President was authorized to make changes in the schedule.

N.B. President Roman shared with the Board her experiences when she was running for the UP Presidency. She said that she has questions on the Public Fora. She went through these Public Fora in 2004 and often wondered to herself if indeed these were really necessary. All the nominees went around the different campuses and presented their vision, mission and programs of action. The nominees were asked the same questions in the different campuses. They were practically repeating their answers to the questions. Towards the end, the nominees already had similar answers.

The President suggested a Public Forum that would be beamed live in the different CUs. She informed the Board that the University now has facilities for video conferencing. The latter was extensively used during the Centennial Lecture Series.

Regent Pascual agreed with the suggestion of President Roman to make use of video conferencing to present the nominees vision, mission and programs of action.

Regent Taguiwalo suggested that the Public Forum be held on 24 September 2010 in UP Diliman instead of UP Los Baños as earlier proposed.

President Roman said that the Public Forum could be done in UP Diliman on 24 September 2010, 1-4 pm and would be beamed live to all the different CUs of the University. The Public Forum, according to the President still has value in the sense that the UP community would get to know all the nominees, especially the "outsiders."

Regent Pascual asked how many Public Fora would be held. President Roman requested authority to work this out as she has to check on the schedule of people who would be in charge of these Public Fora.

Regent Taguiwalo recommended that uploading of the nominees' CVs, vision/mission, programs be included in the timetable. There should be a specific date for this, according to Regent Taguiwalo.

Regent Pascual clarified what the direction of the Consultation is. He asked if this is a way for the nominee to understand what is going on in UP so that he would be able to formulate his vision and programs that would be presented to the Board during the interview.

President Roman explained that once the nominee accepts the nomination, he/she should be ready to submit his vision/mission, program. This is why the President said, she questioned the process.

Regent Taguiwalo said that the Consultation is an opportunity for the constituents to get to know the various nominees and raise concerns and issues.

The term Consultation, according to Regent Pascual is a misnomer. The President said that it is just actually a Forum.

Chair Angeles proposed that the activity be termed "Nominees' Forum."

The Board approved the proposed timetable, giving the President the authority to make the necessary changes, if and when necessary.

Request of the President for Authority to Approve A Budget for the Search Process for the Next UP President

The President requests authority to approve a budget for the search process for the next UP President. The budget shall cover airfare, hotel accommodations of Regents and the BOR staff who will assist in the search process/public fora. Honoraria will also have to be paid the secretariat/staff who will provide support to the search process/public fora.

Board action: APPROVAL.



**1258TH MEETING
29 JULY 2010**

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

Directorship of UP Diliman Extension Program in Pampanga

The President requested that this matter be taken up together with the appointment of other officials. She said that she would request for an executive session for this particular item.

Protest (Appeal) of Mr. FLORENDOC. SAMBRANO on the Appointment of Mr. Mark John K. Vergara as Supervising Administrative Officer in the UPLB SPMO to the Honorable Board of Regents on the Decision Rendered by UP President Emerlinda Roman, dated 09 September 2009, Ref. No. PERR 09-082

Documents submitted by the Vice President for Administration on the Concern of Staff Regent Cabrera Whether the Appointment of Mr. MARK VERGARA as Supervising Administrative Officer of UPLB-SPMO was Done Through the Correct Process

Vice President Arlene A. Samaniego enumerated the necessary information in support of the Appointment of Mr. Mark Vergara as Supervising Administrative Officer of UPLB-SPMO.

Board action: The Board agreed that the case is now moot and academic considering the death of Mr. Mark Vergara. Once the position is declared open, the University should follow strictly the rules on hiring and promotion.

N.B. President Roman informed the Board that Mr. Mark Vergara passed away about two weeks ago. For the benefit of the new Chair, the President recalled that Mr. Florendo Sambrano is contesting the appointment of Mr. Vergara as Supervising Administrative Officer of the UPLB SPMO on the ground that existing guidelines on hiring and promotion were not followed. Regent Cabrera requested for the details of this particular case. Such details were provided him by the Vice President for Administration.

Regent Cabrera informed the Board that Mr. Sambrano is the Chapter President of the All UP Workers Union in UP Los Baños. With the death of Mr. Vergara, the Staff Regent said that this appeal is now moot and academic. The Staff Regent also thanked Vice President Samaniego for providing him with the pertinent documents on this case. With these documents, he pointed out that it is clear indeed that there was violation of the existing guidelines on hiring and promotion. Regent Cabrera cited the Memorandum of the then Vice President for Administration Martin V. Gregorio providing for the "Implementing Guidelines for the University of the Philippines Merit Selection Plan for Administrative Personnel." UPLB in this particular case did not comply with the aforementioned guidelines. According to Regent Cabrera, UPLB constituted a Committee (different from the existing Personnel Committee) where the Union was not represented. It is clear from the CNA, he said, that for committees where personnel matters are tackled, the Union should always be represented. Regent Cabrera therefore suggested that when the position vacated by the death of Mr. Vergara is opened anew, the existing guidelines for hiring and promotion as contained in the Memorandum of then Vice President for Administration should be strictly followed. This is to avoid complaints from the staff.

Vice President for Administration Arlene Samaniego who was called in for this particular item informed the Board that the Memorandum cited by Regent Cabrera is being followed by all the CUs, from the department

level up to the University level. There is always a Union representative in committees that tackle personnel matters.

Regent Cabrera clarified that for this particular case, a new committee was created without a Union representative. Even the prescribed percentage for education, work experience, and performance was not followed. This is why problems cropped up, according to Regent Cabrera. People think that when the appointing authority does not like the applicant, he/she would create a new committee and would come up with different standards.

The Board agreed that this case is now closed. In the re-opening of the position vacated by the death of Mr. Vergara, the existing guidelines on hiring and promotion should be strictly followed.

Appeal to the Board of Regents of Ms. BELLA R. LUCAS, University Researcher III at the UP Center for Integrative and Development Studies on Her Two (2) Consecutive Unsatisfactory Performance Ratings

Hereunder is the pertinent memorandum of the Vice President for Legal Affairs (Memorandum No. TOT (J) 2010-026:

"STATEMENT OF THE CASE:

Ms. Bella R. Lucas ("appellant") is employed as University Researcher III at the UP Center for Integrative and Development Studies ("CIDS"). She appeals her two (2) consecutive unsatisfactory performance ratings for the periods January to June 2008 and July to December 2008.

FACTS:

On 11 March 2009, President Emerlinda R. Roman issued Administrative Order No. PERR-09-021, constituting the University Performance Evaluation Review Committee (UPPERC) for the appeal of Ms. Bella Lucas regarding her unsatisfactory performance ratings for the periods of January to June 2008 and July to December 2008. The committee was composed of Dr. Arlene A. Samaniego, Vice President for Administration, as Chair; and as members: Dr. Florinda D.F. Mateo, Asst. Vice President for Academic Affairs; Dr. Angela D. Escoto, Director of the System HRDO, and Ms. Perlita Rana, representative of All-UP Academic Employees Union (AUPAEU).

A total of five (5) UPPERC meetings were held to resolve appellant's appeal. Taking into consideration the evidence presented, including documents submitted by appellant, the CIDS PERC and the CIDS Executive Director, Prof. Elizabeth Pangalangan, as well as the two (2) interviews with the appellant, an interview with CIDS Executive Director Prof. Pangalangan and interview with appellant's superior at CIDS, Dr. Celia Adriano, UPPERC unanimously agreed to affirm the unsatisfactory ratings given to appellant covering the periods January to June 2008 and July to December 2008. On 01 June 2009, the President concurred with the UPPERC's affirmation of the unsatisfactory ratings. Hence, this appeal to the Board of Regents.

ISSUE ON APPEAL:

Whether or not appellant's unsatisfactory performance ratings should be upheld.

COMMENTS:

The Board of Regents does not have jurisdiction to entertain this appeal.

A reading of the rules regarding performance evaluation promulgated by the Civil Service Commission (CSC) and the University of the Philippines reveals that the Board of Regents does not have jurisdiction over appeals of performance ratings.

Section F of the Guidelines Implementing the Revised Performance Evaluation System of the University of the Philippines (“Guidelines”) provides:

F. System of Appeals.

Problems on the establishment and performance targets and evaluation of performance shall be settled at the Unit PERC level or appealed to the University PERC (UPPERC) if necessary.

Civil Service Commission Memorandum Circular No. 13, Series of 1999 likewise provides:

VI. Appeals

1. Employees who feel aggrieved or dissatisfied with their final performance ratings can file an appeal with the PERC within ten (10) days from the date of receipt of their Performance Report Forms from the PERC. Employees, however, shall not be allowed to protest the performance ratings of their co-employees. Ratings obtained by other employees can only be used as basis or reference for comparison in appealing one’s performance rating.
2. The PERC shall decide on the appeals within one month from receipt.

Appeals lodged at any PERC shall follow the hierarchical jurisdiction of various PERCs in an agency. For example, the decision of the Provincial PERC is appealable to the Regional PERC which decision is in turn appealable to the National/Central Office PERC.

The decision of the PERC in the central office of departments may be appealed further to the CSC, Commission Proper, only in exceptional instances.

XXX

Considering appellant’s performance ratings have already been reviewed by the UPPPERC which is a system-wide or national PERC system, appellant’s recourse is to appeal to the CSC Commission Proper, assuming that her case may be considered an exceptional instance.

In conclusion, it is thus recommended that this appeal should be dismissed for lack of jurisdiction.”

The President endorses the recommendation that this appeal be dismissed for lack of jurisdiction.

Board action: DEFERRED.

Letter of Acting Secretary NORBERTO B. GONZALES, dated 28 May 2010, to President Emerlinda R. Roman on the Revised Implementing Rules and Regulations (IRR) of the National Service Training Program (NSTP) Law

Highlights of the Important Provisions of the Revised IRR which have to be implemented, to wit:

1. Section 4, paragraph c: “...There shall be an orientation for all NSTP enrollees to be jointly conducted by the ROTC, CWTS and LTS coordinators/implementers. Students enrolled in the First Semester of the freshmen year shall be made to undergo a common module phase for 25 hours training period...”

2. Section 8, paragraph a.2: “...There should be an NSTP office in each school or college/ university headed by an NSTP Director or its equivalent position, responsible for the implementation of the Program. Each of the NSTP components is considered a distinct and/or separate unit under NSTP Office, and the head of the unit shall report directly to the NSTP Director or its equivalent position.”

Board action: **The Board requested the Vice President for Legal Affairs to prepare his Opinion on the Revised IRR of the NSTP. The Board likewise instructed the Student Regent to get the sentiments of the students on this matter.**

N.B. President Roman informed the Board that this was initially discussed with the Chancellors. The latter, however, would like to get the position of the students on the Revised IRR. This is the reason why in the last meeting of the Board, the agreement was to request the Student Regent to get the sentiments of the students on this matter.

Regent Co said that the students are asking whether the guidelines would still be implemented considering that Secretary Gonzales has already been replaced. She added that the additional 25 hours training period under the ROTC/CWTS/LTS may already be redundant since students are already required 25 hours of service under any program of their choice covered by the NSTP.

The Revised IRR, according to the President is not consistent with the NSTP Law. Under the Law, the students are given options. Under the Revised IRR, students enrolled in the First Semester of the freshman year shall be made to undergo a common module phase for 25 hours training period. The question of the Student Regent is if the Revised IRR guidelines are still valid considering that Secretary Gonzales has already been replaced. Unless the guidelines are withdrawn, they remain to be valid, according to the President.

Chair Licuanan asked if the guidelines were sent to all universities. The President answered in the affirmative.

Regent Taguivalo requested that the Vice President for Legal Affairs be tasked to come up with a legal opinion on whether the guidelines under the Revised IRR are consistent with the letter and spirit of the Law.

Vice President Te informed the Board that he has already indicated to the President that by just reading the Law and the IRR, one could easily see the inconsistencies. The Vice President added that he has also indicated to Regent Co that he is willing to coordinate with them on their final position to make it stronger.

Based on the study of the document, Vice President Te pointed out that the Revised IRR actually changed the terms of the Law which is not allowed. He also informed the Board that the new Secretary of National Defense plans to bring back ROTC. It is therefore best for the University to formally put into writing its position on this issue. He said that he would prepare his Legal Opinion on this matter.

President Roman reiterated the need for the Student Regent to get also the position of the students on this matter. To this, Regent Co agreed.



Terms of Reference on the Prequalification and Bidding for the Development of the University of the Philippines Diliman East Campus Property

1. Project Title

Bidding for the Development of the University of the Philippines Diliman East Campus Property

2. Background

The University of the Philippines (UP) invites proponents to bid for the development of its property located at Katipunan/C-5 Avenue, Diliman, Quezon City.

The UP Diliman Land Use Plan designates for Commercial Use the East Campus Property, a 7.4-ha. (approx.) area at the east campus boundary along Katipunan/C-5 Avenue, which includes the site currently occupied by the UP Integrated School (UPIS).

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 1258th meeting on 29 July 2010, approved the University of the Philippines Diliman East Campus Property Project for implementation in accordance with University policy and all applicable Government Procurement Regulations.

The University of the Philippines (UP) has long intended to improve the facilities of the UP Integrated School (UPIS) and integrate it with the main campus.

The project entails the construction by the proponent, as a donation, of new high school buildings of the UP Integrated School at the present site of the decommissioned Narra Dormitory. This will in turn allow for the development of the vacated UPIS site into commercial (mixed-use retail and office development) and academic-support facilities, consistent with the UP Diliman campus setting and academic development goals. It shall be in compliance with the latest Board-approved UP Diliman Land Use Plan of 1994 (designating the land presently occupied by the UPIS high school as commercial), and allow for more centralized UPIS administration of its campuses. It will address safety and security concerns for UPIS high school students arising from the widening of C-5, which has also led to the increased isolation of the UPIS HS campus. It

will allow the upgrading of the UPIS high school facilities at little or no cost to the University. It will free up a strategically-located and long-unutilized asset (UP Diliman East Campus Property) for use as a significant resource generator for the University to support its academic, research and extension functions; and will provide students, faculty and staff convenient access to a wide variety of needed products and services.

3. Project Description

The project will involve the relocation and improvement of UPIS in a more suitable location within the main campus, and the development of the vacated UPIS property as an appropriately-scaled mixed-use facility.

The proponent will donate an amount of not less than PhP 220M for the relocation of the UPIS high school and upgrade of other UPIS facilities. The vacated UPIS property will then be developed into an integrated mixed-use facility compatible with the UP Diliman campus character, and demonstrably consistent with a University-town concept of development. The project site (currently occupied by the UPIS high school) measures a total of approximately 7.4 hectares.

The proposed development shall include Retail and Office components that will address the needs of UP and adjoining communities, and foster collaboration between Academe and Industry. It will include the following: an incubator area for startup business ventures; a University Bookstore for UP publications and merchandise; and venues for school activities such as job fairs, galleries, exhibits and other community events.

The mixed-use component will make available venues for conferences and fora, will provide basic shopping, dining, entertainment, recreation, services and other conveniences, and will create jobs for UP graduates.

4. Project Components

The project shall have the following basic components:

1. Donation of modern completely finished and equipped buildings costing no less than P180 Million, the design and specifications of which shall be dictated by the University, provided that gross enclosed floor area shall not be less than 9,000 square meters.
2. Allocation of at least an additional P40 Million for rehabilitation and upgrading work on the other UPIS facilities (the K-2 and 3-6 buildings).
3. Redevelopment of the current UPIS site with Retail and Office components.
4. Integration of sustainability features (e.g., green/open spaces) that are in full compliance with acceptable environmental guidelines.
5. Signing of a Contract of Lease (with development obligations) between the University (Lessor) and the Developer/Lessee for the approximately 7.4-hectare UP Diliman East Campus Property (project site) with a Lease Term (Period) of twenty-five (25) years.
6. All improvements shall revert to the University at the end of the first Lease Term.
7. The Contract of Lease may be renewed for another 5 to 25 years upon mutual agreement of the parties.

5. Technical Specifications

The Technical Proposal shall conform with the University's development concept and should contain the following: site and master development plans, building floor plans, elevations and area perspectives,

overall architectural character and general physical characteristics, implementation approach and methodology, description of proposed available services and products, and implementation timetable. The proponent may include such other features as it may deem necessary or as may further improve its proposal. The technical proposal shall be consistent with the following guidelines:

Development concept	Tropical, energy-efficient and user-friendly
Permissible Floor Area Ratio (FAR)	Maximum of 1.2
Site Components	Buildings, driveways, ample parking, landscape areas and accessibility features
Building Type	Maximum of five (5) storeys, of reinforced concrete and/or steel construction system, with mechanical elevators, stairs and ramps provided
Building Energy System	Daylighting and Passive Cooling System, interfaced with electric lighting and airconditioning systems, as well as other tropical design elements Alternative energy systems must be explored and incorporated into the design
Landscape/Environmental Concerns	a) Generous planting areas b) Signage and other landscape fixtures and furniture for orientation, aesthetic, safety and security purposes Adequate and sanitary garbage disposal systems Security lighting Other elements necessary to enhance the aesthetic quality of the development, such as water features, pedestrian walkways, etc.
Vehicular/Pedestrian Circulation	Driveways and walkways shall be stress-free, barrier-free, accessible, clearly defined and permanently constructed. Smooth and unhampered ingress and egress to the University and other neighboring buildings and existing facilities shall be considered in overall planning.

Other recommended design parameters:

1. Retail and Office Development
2. At least 50% of total land area preserved as open space (inclusive of roads, easements, parks and surface parking areas)
3. Preservation and/or relocation within Project Site of at least 25% of existing trees
4. Maximum Floor Area Ratio (FAR) of 1.2
5. Maximum of 3 floors for Retail, and 5 floors for Office buildings
6. Parking Ratio consistent with Building Code or better

6. General Guidelines and Requirements

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

Project proposals shall be evaluated based on the following criteria, with the first two being evaluated and passed before the third is considered:

1. The ability of the proponent to undertake the proposed development, in terms of track record in similar developments, financial strength, management capability, and other similar factors.
2. Overall design character and activity mix, which shall also be evaluated by a panel of experts to determine compatibility with the University's mandate and character. The general development concept should be that of a University Town.
3. Revenues guaranteed the University over the duration of the 25-year lease, and the scheduling of such revenues. The Net Present Value (NPV) method of calculation shall be used in the evaluation of the proposal, which shall also include the residual value of the development at the end of the lease period. An appropriate discount rate shall be used.

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 PHP _____ 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 7.0 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 twenty-five (25) years, renewable upon mutual agreement of the parties.

Minimum Bid - The Minimum Bid shall be Pesos _____.

Bidder's Bond - The Bidder's Bond shall be PhP 5 Million. 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 twenty-five (25) years. The prospective Developer/Lessee 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."

The above 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 8.0 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

(NOTE: This function may alternatively be handled by the UP Diliman SBAC)

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

7. 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, 2009, 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, 2009, 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.

8. 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:

- Site Plan and Master Development Plan
- Horizontal site amenities (roads, utilities and facilities)
- Vertical structures (footprints and massing)
- Landscaping
- Land Use Distribution
- Statement of 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.

The Technical Proposal shall be in accordance with the Technical Specifications outlined in Section 5.0. The prospective developer/lessee 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.
- Amount of Donation and Timetable for the relocation and upgrade of the UPIS.
- Sharing scheme in the gross revenues of the project.
- “Multi-Year Comprehensive Development Plan”, required for lease terms greater than five (5) years, in accordance with the pertinent provisions of RA 9500. The lease term (25 years) 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 (with Development Obligations) 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 be PhP 5 Million. 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.

9. Evaluation of Proposals

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

- Technical Proposal (50%), passing score required
- Business Plan/Financial Proposal (50%)

The SBAC shall evaluate the Technical Plans first. 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 which bidder among those who passed the technical evaluation shall submit the best business/financial offer; i.e. the proposal found to offer the best financial returns for the University.

10. 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

11. 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.

12. 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

(alternatively, to the UP Diliman SBAC)

13. List of Appendices

- Prequalification Application Forms
- Location/Vicinity Map
- Property Map
- Draft Contract of Lease (with Development Obligations)

Board action: **The Board allowed the University to proceed with the development of the UP Diliman East Campus Property following the aforementioned Terms of Reference. These Terms of Reference, however, may be changed depending on lessons learned from previous property development projects. Moreover, bidders should be asked to submit a fully compliant proposal, plus an alternative proposal for the development of the property.**

N.B. President Roman informed the Chair that in a previous meeting of the Board, the Administration submitted for the Board's consideration a proposal from Ayala Land to develop the UP Integrated School (UPIS) property. The decision of the Board then was not to accept the proposal but instead for the University to come up with its own Terms of Reference. The thinking was that the University should decide on what it wants and not let any private party decide for the University. The President then called on Vice President Armin Sarthou to give a brief report on the item.

Vice President Sarthou informed the Board that the project entails the construction by the proponent, as a donation, of new high school buildings of the UPIS at the present site of the decommissioned Narra Dormitory. This will in turn allow for the development of the vacated UPIS into commercial (mixed-use retail and office development) and academic support facilities, consistent with the UP Diliman campus setting and academic development goals.

This project, according to Vice President Sarthou has been in the works for the past fifteen (15) years. The University has been wanting to transfer the high school. In fact, he said, he was a member of the PTA for a long time since his children studied at UPIS. About fifteen (15) years ago, the K-2 department has been transferred into the Education Complex. This was necessary because of security concerns. The High School Department was left behind. The parents that time were actively looking for developers who could help them transfer the High School Department. It was only recently, late last year that a developer came forward with the proposal to actually transfer the High School from its present site to where the Narra Dormitory is presently situated and at the same time make a development proposal for the vacated property. This particular proposal, however, was not accepted by the Board. The latter wants the University to open up this project to open bidding.

The Vice President for Development said that consultations have been conducted with the faculty of the College of Education and the UPIS who have overwhelmingly endorsed the project. Vice President Sarthou shared with the Board pertinent portions of the letter of the Dean of the College of Education, as follows: "... It was with excitement that we met the news relayed to us by Vice President Armin Sarthou regarding the possible donation toward the UPIS by virtue of a possible land use agreement between the University and the Ayala Land. For more than fifteen (15) years, the UPIS, NISMED and the College of Education communities have been aspiring for the complete Education Complex to be situated within the main campus grounds of UP Diliman..." Three reasons have been cited by the faculty why they want the UPIS transferred inside the main campus: (1) Safety. With the C-5 Road becoming busier and busier, the constituents of UPIS are exposed to greater danger; (2) Security. The school is open to various groups or elements and it would be harder to ensure that the students stay within the school premises when more public transportation becomes accessible to them. There is now the problem of UPIS students being all over Katipunan; (3) The three units within the College of Education are excited at the prospect of closer proximity to each other.

There are basic differences between the proposed Terms of Reference and those proposed by Ayala. The proposal of Ayala called for an outright fee, donation actually of a building. Ayala will finance the construction of the building and at the same time, they will develop the property to be vacated by UPIS and lease it from the University. The amount involved here according to Vice President Sarthou is PhP177M for the initial transfer of the UPIS into the Narra Complex and something to the tune of PhP2Billion for the next twenty five (25) years. Ayala will be paying UP for the vacated UPIS property. The Terms of Reference are very generous.

The Floor Area Ratio (FAR) being talked about is only 1.2. Vice President Sarthou pointed out that the density is similar to the density of the Ayala Techno Hub which means that one cannot go very high. The FAR of 1.2 is the ratio of the gross floor area to the area of the lot. The area of the lot is something like 7.4 hectares which is about 74,000 square

meters. One can construct something like 80,000 plus square meters of floor area. One can only go up to five (5) storeys.

According to the Vice President for Development, what is now being proposed is a much improved Terms of Reference. The upfront fee being asked is now PhP180M plus PhP40 M for the rehabilitation and upgrading work of the other UPIS facilities (the K-2 and 3-6 buildings). This is exactly what the College of Education wants since these buildings are anywhere from 30 to 50 years old.

President Roman requested the Board to approve the proposed Terms of Reference so work can now be started.

Chair Licuanan asked if Ayala could rethink its offer. The President answered that this could be done if Ayala participates in the bidding. Regent Pascual inquired from Vice President Sarthou if the floor area ratio is based on zoning restrictions or it is just a choice made by the University.

Vice President Sarthou, in response to the question of Regent Pascual answered that the floor area ratio was a choice made since the profitability of the parcel of land is always dependent upon the floor area ratio.

Regent Pascual pointed out that the Building Code specifies the maximum floor area ratio, depending on the zoning. There are problems related to this, according to the President. If one looks at Katipunan, there are very tall buildings. This is not consistent with an Ordinance that prescribes low to medium rise buildings. There have been complaints, as early as the time of Mayor Mel Mathay.

Regent Pascual explained that what he wants is to improve the process of getting proposals. The University, he said, should require a compliant proposal, a proposal that complies with its specifications. But, the University should also open up the possibility of the bidder coming up with an alternative development proposal. This could help the University find the best use of the property.

President Roman wondered how the proposal of Regent Pascual could be done. She said that what the University could do is to specify the minimum requirements when it makes the announcements.

There are minimum requirements, according to Regent Pascual. The University, however, should allow flexibility of what private developers can come up to better improve the capability of the property. In certain cases, the Regent said, the bidders are required to submit two (2) proposals, a compliant proposal and an alternative proposal.

Regent Gonzalez asked if the ones who studied this case put themselves on the developers' side.

Vice President Sarthou replied in the affirmative to Regent Gonzalez' query. It was the Ayala proposal, he said, that revived this project. Since the unsolicited proposal from Ayala was not acceptable to the Board, what was done according to the Vice President for Development, was to prepare the Terms of Reference and spell out the minimum requirements. The contents of the Terms are precisely the reflection of what the University wants for the development of that particular part of the campus. The University does not want a development akin to Eastwood because of the traffic that it would generate. What the University wants is to have a University Town Complex in that part of the campus.

Chair Licuanan pointed out that there is more or less a consensus that the development of the property should go ahead. However, Regent Pascual is asking for some flexibility, i.e. to require bidders to submit proposals that are fully compliant and at the same time propose alternatives on how best to use the property.

Regent Pascual reiterated that bidders have to submit a compliant proposal and at the same time propose an alternative approach keeping in mind that certain terms cannot be changed, e.g. the upfront payment of PhP200 M minimum or certain amount of space that should be for incubation purposes.

Regent Gonzalez recalled that she was also a member of the Board of Regents during the time of former President Emil Q. Javier. There were also plans to develop so they called for developers. Because they were not strict, there were about 17 developers who showed up. When the Terms of Reference were formulated, there were no bidders. The Regent reminded

the Vice President for Development and his Committee to put themselves on the side of the developers and come up with realistic and doable terms for the developers.

Regent Cabrera requested that the Board be briefed on the Ayala Techno Hub. Based on data he has seen, the Staff Regent feels that the University has been put at a disadvantaged position. Now, he wants to find out to what extent the Ayala Techno Hub has generated income for the University. The Staff Regent further asked if the proposed Terms of Reference are the best for the University and if there are no other alternatives which could generate income for the University without compromising its academic character. Regent Cabrera also clarified if indeed the Ayala Techno Hub has given the University only about PhP100M all these years that they have been in UP property.

Related to what Regent Cabrera pointed out, Regent Pascual recalled that in a briefing conducted by Vice President Sarthou, the latter committed to furnish the Regents the financial report on the Ayala Techno Hub. To date, Regent Pascual said, they have not received the promised financial report.

Vice President Sarthou explained that before the University went into an arrangement with Ayala Land, the property where the Ayala Techno Hub is now located was a non-performing asset populated by informal settlers. The University bid out the property twice and twice the bidding failed. The deal with Ayala was the best possible deal that time. Ayala advanced the amount of PhP100 M during the UP Centenary. This advance payment is deemed an interest-free deposit to be applied against the rental payments which are to be paid by Ayala to UP commencing on the months immediately succeeding the month in which the advance payment was paid until the advance payment is fully liquidated.

President Roman instructed Vice President Sarthou to conduct the briefing on the Ayala Techno Hub and to furnish the Regents copies of the contract. The President explained that when the contract was signed in 2006, Ayala Land was given time to build the ten (10) buildings. For the first one or two years, Ayala did not have any income since they were still constructing. President Roman informed the Board that there is a Compliance Committee chaired by Regent Sarmiento that meets regularly to monitor not just the construction but also to make sure that Ayala is faithful to the provisions of the contract especially in regard to getting the locators. This Compliance Committee meets regularly to make sure that Ayala follows the provisions of the contract.

Regent Pascual noted that quite apart from the Compliance Committee which is important would be the lessons learned from the arrangements the University entered into with Ayala. If there are good lessons to be learned, these could be incorporated in the proposed Terms of Reference. Mistakes committed should be avoided.

Regent Taguiwalo proposed that the Board defer its action on the proposed Terms of Reference until the Vice President for Development has given the Regents the briefing on the Ayala Techno Hub.

President Roman requested immediate Board action on the proposed Terms of Reference as the project has been long in the making. There is still need to put together all the documents. The President said that the Board would be informed every step of the way. Moreover, the contract would still go back to the Board for approval.

Chair Licuanan asked if the Board could now give the University permission to proceed with the instruction to incorporate any learning experience from the Ayala Techno Hub. A briefing, the Chair said, may be given while the process is going on.

Regent Taguiwalo objected on the ground that she is not in a position to approve the Terms of Reference without the lessons from the project with the Ayala Land. The Faculty Regent gave the additional information which she got from some Quezon City personnel that because the Ayala Techno Hub is located in an academic setting, it enjoys tax privileges. She then asked the Vice President for Development if this is true.

Vice Sarthou answered "not for the business operations." He added that as the landowner, it is UP that enjoys the tax breaks.

Regent Gonzales said that having been in the industry of development for twenty (20) years, any delay would mean a lot for the project. She then moved that the Board approve the Terms of Reference so the University could proceed with the project. Anyway, Regent Gonzalez said that every step of the way, the Board would be consulted.

Regent Cabrera pointed out that he agrees with Regent Gonzales that projects should not be delayed. He is just making sure that there is due diligence, that lessons learned in the past are considered and that weaknesses in previous projects would be corrected. The Staff Regent then asked if there are no better alternatives to develop the property other than that which is being presented to the Board.

The Chair asked if the concerns of the Staff Regent could be answered by the suggestion of Regent Pascual that alternatives would also be solicited from the bidders.

Vice President Sarthou assured Regent Cabrera that this is the best possible way to do it. Certainly, he said, the University wants to develop its properties properly and in consonance with its mandate. The alternative, according to the Vice President is not to develop the property at all and not to generate anything for the University. Vice President Sarthou informed the Board that the projected income for one year from the property would translate to about four (4) kindergarten and grade two (2) buildings.

The President reiterated the motion that the Board allow the development of the UPIS property following the Terms of Reference which may be subject to change depending on lessons learned and to request the bidders to submit a fully compliant proposal plus an alternative proposal for the development of the property.

Regent Gonzalez seconded the motion of the President.

Chair Licuanan then called for a division of the house. The results are as follows:

In favor of the Motion – 4 (Regents Roman, Pascual, Sarmiento and Gonzalez).

Against the Motion – 3 (Regents, Taguiwalo, Co and Cabrera).

Thus, the proposed Terms of Reference on the Prequalification and Bidding for the Development of the UP Diliman East Campus Property were approved, subject to the incorporation of lessons learned from the Ayala TechnoHub project and a request for submission of an alternative proposal for the development of the property.

Draft Memorandum of Agreement between the University of the Philippines and PHIL-KOREA Renewable Energy Corporation (PKRECI)

Project: Study for the construction, establishment and operation of a biomass power plant, a geothermal power plant, a hydroelectric plant within the land properties administered by UP

Implementing Unit: UP Los Baños

Particulars:

Obligations of PKRECI:

- a. PKRECI shall, at no cost and risk to UP, unless otherwise provided, conduct studies to determine the technical, socio-economic and environmental feasibility of tapping the potential(s) of those said areas either owned, managed, administered by UP and/or over which it has jurisdiction as geo-thermal, bio-mass and hydro-electric sources of energy;
- b. PKRECI shall endeavour to solicit from the Government of South Korea and other institutions therein financial assistance to UP for the conduct of the feasibility studies subject of the agreement;

- c. PKRECI shall undertake to complete the feasibility studies and submit the same to UP within twelve (12) months from the execution of the agreement including therein proposals for the setting up and establishment of the necessary facilities, plants and/or related infrastructure designed to harness and tap alternative sustainable energy sources. Provided that, should the feasibility studies or formal project proposal be unacceptable to UP, the parties shall keep confidential and return to each other all documents, plans and drawings, respectively, belonging to both parties. Furthermore, except for the materials which are considered public or common knowledge and information, no portion of the feasibility study or formal proposal may be used for any purposes other than the pursuance of the above-mentioned projects;
- d. PKRECI shall, prior to and throughout any and all exploratory surveys, drillings and related activities to carry out the feasibility studies, secure the necessary permits, clearances, licenses and other documents and papers required or to be required by law and/or government rules and regulations for such activities; and
- e. PKRECI shall, throughout the duration of the subject undertaking, hold UP free and harmless from any and all liabilities or claims arising from any fault or negligence committed by its officers, employees, agents, contractors and all other persons acting for and in its behalf.

Obligations of UP:

- a. UP shall, subject to compliance with any and all laws, rules and regulations, allow the PKRECI to conduct exploratory surveys and drillings within the areas referred to in the foregoing; Provided, however, that all work plans, activities and undertakings having to do therewith shall bear the approval of UP;
- b. UP shall, whenever needed or required, extend to PKRECI such assistance in securing the necessary permits, clearances, licenses and other documents and papers required or to be required by law and/or government rules and regulations to carry out the obligations set forth therein; and
- c. UP shall, for a period of not exceeding six (6) months, provide PKRECI with an ample office space and two bungalow houses for free, save for utility expenses which shall be for the latter's account, throughout the duration of conducting the feasibility study/ies.

Board action: **APPROVAL. The Board approved the Draft Memorandum of Agreement between the University of the Philippines and Phil-Korea Renewable Energy Corporation (PKRECI), subject to the following conditions:**

- (1) **The item on provision of housing by the University should be deleted;**
- (2) **The item obliging PKRECI to solicit from the Government of South Korea and other institutions financial assistance for UP should, likewise be removed; and**
- (3) **The non-exclusivity clause should be made explicit.**

N.B. Vice President Sarthou explained that PHIL-KOREA Renewable Energy Corporation (PKRECI) is requesting permission to conduct studies to determine the technical, socio-economic and

environmental feasibility of tapping the potentials of those areas either owned, managed and administered by UP and/or over which it has jurisdiction as geothermal, bio-mass and hydro-electric sources of energy.

Regent Taguiwalo thanked Vice President Sarthou for the additional documents he provided the Board. She then asked if the University had previous dealings with PKRECI. Moreover, Regent Taguiwalo inquired if there are no Filipino corporations who have the capability and who have also the interest in doing similar work that the PKRECI is doing. The Faculty Regent is also concerned with the provision of an exclusivity clause which means that if the University does not agree to the proposals of the company, the latter would have exclusive right to the information it has gathered. This, according to Regent Taguiwalo would be very problematic since the University would be providing them with several privileges including housing and the prestige of the University. She asked if there was due diligence. The nature of the contract according to Regent Taguiwalo is not beneficial to the University.

Regent Pascual pointed out that the contract the Board is looking at now has not changed from the time the Board initially discussed it. He said that he has already raised a number of points that would discourage the University from pursuing this project. First, the contract covers a number of areas where the University is allowing PKRECI to go into, e.g. geothermal, biomass, hydro-electric sources of energy, etc. If the University is to enter into a contract with an entity, Regent Pascual said that this has to be based on the competence of that entity. He then asked if PKRECI has the competence in all the aforementioned areas. He would be surprised, he said, if that would be the case. Second, it is not true that there would be no cost on the part of the University. The fact is that the University is providing housing and this is a cost to UP. Third, the University is saying that there would be an educational value from the findings that would come out of the work of PKRECI. The contract, however, is clear that if the project does not proceed with PKRECI doing it, the results of their studies would not be available to UP anymore because they become the exclusive property of PKRECI. Fourth, PKRECI would still look for grants to be able to do the study. The grant would go to UP but the execution would be done by PKRECI. If that is the case, Regent Pascual said that UP should have the full ownership of the results of the study. If a grant would still be sought for this study, why can't UP itself look for the grant and for UP to find the appropriate party to do the study. Given that one of the areas to be explored is renewable energy, an attractive area of support from multilateral and bilateral agencies, there is no reason why UP should enter into a contract with a private entity, particularly a foreign entity when UP itself can pursue this on its own and seek the kind of funding needed to do the study.

Regent Gonzalez pointed out that she knows the group looking into this project. She said that they know perfectly what UP needs. She then proposed that the Board approve the draft agreement which has been in the pipeline for quite sometime and thoroughly studied. This way, the Regent said, the group could proceed.

Regent Cabrera noted that this project might have been carefully studied. But based on what Regent Pascual said, the draft agreement would not be beneficial to the University especially when it comes to the data gathered which will be kept by PKRECI if the project is not pursued. There is also the point that UP itself could look for the grant and conduct the study itself and commission a Filipino group to develop the area. The Staff Regent said that the proposed agreement should not be approved unless the terms are revised to make them more beneficial to the University.

Vice President Sarthou explained that what is on the table is just a Memorandum of Agreement for a feasibility study. The University has contracted out a Filipino company, the PNOG Development and Management Corporation (PNOG-DMC) to do a similar study. This company was given a three year period to do the same study. This company, however, has not been acting fast. PKRECI has been asking for exclusivity because the study as far as this particular project is concerned

is quite hefty and expensive. The Vice President said that he asked Chancellor Velasco if UP could do the study given a grant. The Chancellor feels that UP cannot do the study since this will involve drilling holes, possibly three (3) kilometers deep at certain points for the geothermal plant. PKRECI is backed by STX Heavy Industries Co., Inc. The latter is a 15 billion dollar company with presence all over the world.

Regent Sarmiento clarified if the area to be studied is the same area being studied by PNOC-DMC. President Roman said "Yes," but the group is not working that fast.

Regent Taguivwalo requested a status report on the Agreement with PNOC-DMC when she realized that PKRECI and PNOC-DMC would be studying the same area.

The President informed the Board that because PNOC-DMC has not been working fast, UPLB is trying to get another group so that there are now two groups competing with each other to undertake the feasibility studies.

Asked for an update, Chancellor Velasco who was called in for this particular item, informed the Board that they have given all pertinent documents to the PNOC group. For example, he said, the group was provided with a copy of the initial feasibility study for the project in Paete to harness the water, i.e. to create a small dam that would provide water to Metro Manila and to harness energy through water hydro energy. This project was done about 10-15 years ago. To date, the Chancellor said that the PNOC group has not submitted any proposal yet and he is a little bit disappointed with the group.

Regent Sarmiento commented that there would be two competing groups interested in the same area. The Regent asked if the PNOC-DMC is still interested. Chancellor Velasco said that he has not received any update from the group lately.

Vice President Sarthou clarified that both groups are aware of the existence of each group. The idea really is to give competition to the PNOC-DMC so they would act accordingly. PKRECI has the capability to deliver.

Regent Cabrera asked Vice President Sarthou if in the case of the PNOC group, the results of the studies would be given to UP in the event the project is not pursued. He asked if the arrangements with PKRECI and PNOC-DMC are the same in relation to availability of data.

Vice President Sarthou explained that the data are going to be available to the University but these cannot be used for the project. The arrangement is the same with PNOC-DMC. Data generated cannot be used by UP with any other takers.

In principle, according to Regent Pascual, he supports the development of the area for energy generation particularly from renewable sources. What he is questioning are the terms under which the University is proposing to do this. The PKRECI says that it "shall endeavour to solicit from the Government of South Korea and other institutions therein financial assistance to UP for the conduct of the feasibility studies..." If this is the case, Regent Pascual asked why the results of the study would not be owned by UP. This, according to the Regent should be renegotiated. If the study would be funded by way of a grant from the Korean Government or other institutions, the results should be owned by UP and UP should be free to use that to get competitive bids for the development of the area with PKRECI being allowed also to bid. Under the draft Memorandum of Agreement, the University is effectively giving PKRECI exclusive rights for the results.

Chair Licuanan noted that as mentioned by Vice President Sarthou the terms for PNOC-DMC and PKRECI are the same.

In the case of the Agreement with PNOC-DMC, Regent Pascual recalled that the latter will fund their feasibility studies. Under the Agreement with PKRECI, the latter will solicit grants for UP and yet the results will not be owned for UP. There seems to be inconsistency, according to Regent Pascual, in the way the Agreement was negotiated or formulated.

Regent Gonzalez shared with the Board her experience with the Tan Yu Group of Companies. The latter owns the Fuga Island which is about

10,000 hectares. The Tan Yu Group had several corporations similar to PKRECI. They had one in Singapore, another one in Taiwan and one in the Philippines. According to Regent Gonzalez, the Tan Yu Group allowed these corporations to explore the island since there was no cost to them. Whatever data they got was entirely theirs. However, in the contract, it was stipulated that the data should be made available to the Tan Yu Group because the land is theirs. These corporations developed the area with their machineries and equipment. In other words, according to Regent Gonzalez, the Board should give PKRECI the go signal to proceed with their feasibility studies. This, she said, would be good for the University.

Regent Pascual pointed out that the Board could allow PKRECI to proceed but the terms of the Agreement should be renegotiated.

Chancellor Velasco clarified that while the University could not use the data, it would have access to these data and these could be used in the decision making process. At any rate, according to the Chancellor, any bid has to generate its own data. Having these data will give the University the edge in properly evaluating any proposal.

Regent Taguivwalo said that she shares the concern of Regent Pascual with regard to solicitation of grants by PKRECI for UP. Solicitation of financial assistance by a private company using the name of the University is onerous. Approving the Agreement would give the PKRECI the license to use the name of the University of the Philippines in applying for financial grants.

Chancellor Velasco said that he is amenable to removing what was perceived as an onerous provision. This could be renegotiated, according to the President.

Regent Taguivwalo requested that the Memorandum of Agreement with PKRECI be rewritten and that there should be a comparative matrix of this particular Agreement with that of the Agreement with PNOC-DMC.

Vice President Sarthou informed the Board that for the longest time these land grants were expense items, i.e. 14,000 hectares of expense items. The University is happy that there are people interested in developing these areas. If there are provisions in the Agreement with PKRECI which the Board want removed, these shall be removed. These can be renegotiated with the parties concerned.

Regent Gonzales moved that the Board approve the Draft memorandum of Agreement between the University of the Philippines and the PHIL-KOREA Renewable Energy Corporation (PKRECI), subject to the modifications specified by the Board.

Regent Taguivwalo objected to the motion of Regent Gonzalez. She pointed out that there is a need to understand the particular contents of the MOA relative to the particular contents of the MOA with PNOC-DMC which was already approved by the Board. The Faculty Regent added that she would like to see the final Terms of Reference.

According to Regent Pascual, approval should be very specific as to which provision should be removed or added. The Regent said that he wants strict consistency in the MOA. All costs should be shouldered by PKRECI. The provision on housing should therefore be deleted. Moreover, the solicitation of financial grants for UP should be stricken out of the MOA. Effectively, according to Regent Pascual, the University is just giving PKRECI the opportunity to explore the area and come up with a proposal at its own expense. The group has to specify what they really want. If they want to explore geothermal sources of energy, then the discussion should be limited on that. The University should not give this group an all encompassing agreement where it would be difficult to pin down responsibility.

Vice President Sarthou clarified that PKRECI is interested on all sources of energy.

Regent Gonzales recalled that when they had this Singaporean contractor at Fuga Island, she was like Regent Pascual scrutinizing every detail. Her boss, Mr. Tan Yu reminded her not to be like that and asked her to send the contractor to Fuga Island for they might find oil there. Given her experience, Regent Gonzales reiterated her motion to approve

the draft memorandum of agreement. There can be two contractors and the first to find oil in the property of UP would surely be an asset to the University.

Regent Pascual added to his previous suggestions, the non-exclusivity provision that should be made explicit.

Chair Licuanan clarified that the motion is to approve the draft Agreement subject to deletion of the provisions on housing, solicitation of financial grants in the name of UP and a non-exclusivity provision. She then called for a division of the house. The results are as follows:

In Favour of the Motion – 4 (Regents Roman, Pascual, Sarmiento and Gonzalez)

Against the Motion – 1 (Regent Taguiwalo)

Abstained – 2 (Regents Co and Cabrera)

Thus, the draft Memorandum of Agreement between the University of the Philippines and PHIL-KOREA as modified was approved.

Proposal of UP Baguio to Increase the Graduate Tuition of the Master of Management Program

An increase in the graduate tuition of the Master of Management (MM) Program of the University of the Philippines Baguio is being proposed on three grounds: to generate resources to improve the level of support services to graduate students as well as for faculty enhancement; to keep pace with and maintain the ecology of tuition rates in the management programs of the UP System; and to adjust the rates for inflation.

Recommendations for the Proposed Increase

The Committee to Review Graduate Tuition was constituted by President Emerlinda R. Roman through Administrative Order No. PERR-07-47 after discussions on graduate tuition done by the President's Advisory Council in its meeting on 2 May 2007. The final report was submitted on 29 August 2008. The copy of the report and the results of the survey were made available to the Institute of Management by its committee Chair, Dr. Lisa Grace S. Bersales.

It is imperative to increase the graduate tuition to improve further student services, catch up with inflation, and build the trust fund for faculty enhancement and capital outlay.

The proposed tuition increase will be implemented in 3 tranches within the next four years to soften the impact to students. The implementation in tranches is in sync with the Salary Standardization Law III (2009-2012) as about 30% of graduate students are government employees. The Cordillera region, whose capital is Baguio City, is not a high-income area with only an average of PhP192 thousand annual income per family and poverty incidence of 28.8% in 2006. The proposed initial increase from PhP600 per unit to PhP1,000 per unit effective June 2010 is simply to catch up with inflation as the last increase was effected 9 years ago. This is the same amount that is charged in the undergraduate programs (PhP1,000 per unit). The second increase from PhP1,000 to PhP1,250 will be effective in June 2012, and the last increase from PhP1,250 to PhP1,500 will be effective in June 2014. In real terms, the tuition increase to PhP1,000 is almost zero, percentage-wise (i.e. inflation adjustment) while the increase to PhP1,500 is a 50% increase from the base of PhP1,000. The proposed schedule of the nominal increase and its effectivity is given in Table 1. The proposed tuition increase in tranches will be applied to all students-incoming lateral transfer and continuing students.

Table 1. Schedule of Proposed Increase and Effectivity

From	To	Nominal % Rate of Increase	Effectivity
PhP600/unit	PhP1,000	67%	June 2010
PhP1,000/unit	PhP1,250	25%	June 2012
PhP1,250/unit	PhP1,500	20%	June 2014

Since the cost of instruction per student credit unit is PhP5,400 as per the Committee report in 2008, the proposed PhP1,500 tuition per unit by June 2014 is but a partial cost recovery strategy. Furthermore, higher tuition is a signal of high quality education, enabling students to value their UP education as a good investment.

Proposed Allocation of Incremental Graduate Tuition

The proposed allocation of the increase in tuition would be fixed at PhP300 per unit for the campus (constituent university) as per the Committee recommendation and the rest for the unit (Institute of Management). The share of the campus will increase to PhP300 per unit under this scheme as the original share is PhP240 per unit (PhP200 as base 10% of the increment of PhP400).

The proposed allocation of the incremental graduate tuition would be:

- Scholarships and loan program, 30%

Graduate students enrolled in the MM program are practicing professionals and gainfully employed. However, in order to make sure that the tuition increase will not be a barrier to enter the graduate program, the current scholarship program will be expanded to accommodate part-time students who are financially-deserving through tuition discounts. The current loan program will likewise be reviewed to increase the loanable amounts.

- Additional acquisition of books for the Library, 20%

To augment the present number of collections and volumes of management books, research journals and periodicals shall be procured for the Graduate Resource Center and in the Main Library.

- Faculty enhancement and support, 20%

Financial support will be provided to the graduate faculty for attendance in trainings and conferences; paper presentations; writing and publication of research papers; writing and preparation of instructional materials/course syllabi; and faculty exchanges. The fund would also be tapped to provide subsidy for faculty housing (e.g. UPB walk-up housing) of newly recruited faculty members who are not from Baguio City and its vicinity. These would help motivate and improve the performance of the faculty as well as increase the chances of recruiting qualified faculty.

- Acquisition of equipment, 15%

Acquisition of various equipment for classroom and case rooms will be continued. Equipment includes personal and laptop computers, computer software licenses and printers. The use of modern technology will greatly increase efficiency and effectiveness of teaching and research at the graduate level.

- Augmentation of MOOE, 15%

This would provide valuable augmentation of the severely limited funds available to the Institute for Maintenance, Operations and Other Expenses (MOOE). This is required for general administrative operations, facilities upkeep, supplies, and maintenance.

Consultations and Endorsements

The proposal to increase graduate tuition for the MM program was first announced in the CSS College Faculty Meeting on 22 June 2009. The formal proposal was presented to the College Executive Board on 28 September 2009. There was also extensive discussion on the proposal by the Institute of Management faculty in its 2 October 2009 meeting. The two major recommendations of the IM faculty are: to institute new mechanisms/scholarships to allow the accommodation of qualified but financially-challenged students, and to have extensive consultations with the students regarding the scheme.

Following the recommendation to have extensive consultations, the proposal was emailed to the UP Management Association, Inc. (UPMA) officers for them to study. The UPMA is the de facto student council of the Institute of Management. This was followed by a meeting with UPMA officers on 6 November 2009 wherein the proposal was duly reviewed and discussed. The UPMA officers recommended the expansion of the scholarship program to accommodate financially-deserving part-time students through tuition discounts. The UPMA also suggested that the proposal be presented per class in the MM program, a la road show, to generate endorsement.

Consultations with students took place from December 2009 to January 2010 after the 2nd Semester, AY 2009-2010 enrollment. As of the 2nd Semester, AY 2009-2010, there were a total of 84 students enrolled in the MM program, 18 of whom are in residency. These residency students were not included in the consultation process as they will be the least affected, if not affected at all, by the proposed increase (e.g. residents are those preparing to take the comprehensive exam in order to graduate from the program). The remaining 66 students comprised 10 new and 56 continuing students. Of the 66 students, 63 were consulted and all were in favor of the proposed tuition increase in tranches. The three (3) students who were not consulted were either absent when the consultations per class were done or dropped out from their classes. Table 2 summarizes the results of the consultation.

Table 2. Results of the Consultation Process

2nd Sem AY 2009-10	Number of enrolled students	Number of students consulted	Number of students who are in favor	Percentage of in favor over enrolled
New students	10	10	10	100%
Continuing	56	53	53	95%
TOTAL	66	63	63	95%

The background and recommendation for the tuition increase, and the results of the consultation process was presented to and overwhelmingly endorsed by the College of Social Sciences Faculty in their meeting last 15 January 2010.

Board action: APPROVAL.

N.B. President Roman explained that this is a proposal from UP Baguio. Consultations were held with the graduate students, those who would be affected by the increase. In a previous Board meeting, the Student Regent requested more time to study the proposal.

Regent Co reported that after the dialogue with the Director of the Institute of Management, the University Student Council of Baguio issued a statement "On The Proposed Graduate Tuition Increase In The Institute of Management," (copies of this statement were distributed to the Regents during the meeting). The statement actually centered among others on the following: (1) claim of the UP Management Association as the de facto student council of the Institute; (2) since the graduate students and the Institute of Management are still under the University, the students of the Institute are still under the jurisdiction of the University Student Council.

The Student Regent pointed out that the claim of the UP Management Association as the de facto student council of the Institute has no clear basis at all. The Association has no Constitution or basis at all for claiming that it is the student council representing the graduate students.

When asked by the Chair what is therefore the stand, President Roman pointed out that the affected graduate students are for the increase, but the undergraduate students are objecting.

Regent Co explained that they are not disregarding the fact that 95% of those who will be affected by the increase are all for it. It is just that at present, with its current tuition, graduate programs of the Institute are very accessible. This may no longer be true once the tuition is increased.

The Student Regent also pointed out that they also have concerns on the staggering of the tuition increase. She said that the proposed increase for 2012 and 2014 would have to go through another series of consultation since there is now a newly approved BOR policy that 50%+1 of those who would be affected by proposed tuition/laboratory fee increases should be consulted.

The President clarified that the proposed tuition increase would be implemented in three (3) tranches within the next four years to soften the impact to students. This is exactly what the students were consulted about and the affected students agreed. President Roman said that UP Baguio could have charged the full amount from the very start. This must have been a compromise, for UP Baguio to do it gradually.

President Roman moved that the Board decide on this proposal as this has been delayed for many months already and should have taken effect in June.

Regent Co objected to the motion of the President. The Chair, thus, called for a division of the house. The results are as follows: In Favor of the Increase - 4 (President Roman, Regents Gonzales, Pascual and Sarmiento); Against the Increase - 2 (Regents Cabrera and Co); Abstention - 1 (Regent Taguiwalo)

Thus, the proposed increase in graduate tuition of the Master of Management Program of UP Baguio was approved.

On Large Class Size

Regent Taguiwalo said that there was a long discussion on this issue. She just wants to put on record the following:

1. I want to clarify the statement of President Roman (on p.170, Minutes of June 2 meeting) that "the Faculty Regent is railroading the issue by bringing this directly to the Board of Regents."
2. I would like to request that the complete text of my June 2 Motion on the Large Class Issue in UPLB be incorporated in the minutes. The motion contains a chronology from January 4, 2010 up to March 9, 2010. I have also attached the May 25, 2010 letter of Prof. Teodoro Mendoza sharing his account of what happened in the last University Council meeting of UPLB (prior to the May 27 BOR meeting). After my January 17, 2010 consultation with UPLB faculty members who had questions on the large class policy of UPLB, I immediately relayed this concern to President Roman and she responded on January 18. After another meeting

with a number of UPLB faculty on this issue last February 11, I immediately conveyed to President Roman their request to have a meeting with her which was held on February 16. The rest of the chronology details the various exchanges between some UP faculty members and the UPLB Chancellor.

3. The letter of Prof. Mendoza on May 25 states that he and another UPLB professor raised the issue of the large class policy in the University Council meeting. While they managed to raise several questions, there was [sic] no deliberations in the University Council as the Chancellor allegedly immediately adjourned the meeting.
4. Given the above chronology, I cannot accept the statement of the President that I have railroaded the issue by bringing this directly to the Board of Regents.
5. The main question raised by the full scale adoption and implementation of the large class policy for All RGEF and Foundation courses of UPLB is which body has the mandate to approve such policy. The adoption was made on the basis of the decision of the Executive Committee of the UPLB and is now being implemented without going through the University Council. Does this not violate University Rules? Can this be considered as precedent which other CUs can adopt in institutionalizing the large class policy for ALL RGEF courses?
6. I would like to reiterate the concerns raised in my June 2 motion:

The large class policy is not merely an administrative matter, it is very much an academic matter infringing on academic freedom of the faculty of the different units on how to teach a particular course as well as involving questions on the quality of instruction. At the very least, the University Council should be involved in discussing the ramifications of the large class policy for ALL RGEF, foundation and legislated courses. The notation of the VP for Academic Affairs based on her own thinking and the experience of her Institute, which is part of the College of Science, cannot replace the deliberations of this policy by the council of professors of all departments and units of UPLB.

The large class policy is also covered by Chapter 41 of the University Code and particularly Article 316 which enumerates English and Spanish courses as exempted from the provisions specifying the range in the number of students required for classes.

The results of the pilot testing are mixed with student evaluation of large classes indicating more than half would not recommend large classes and only 16% would do so.

There has been strong opposition from students and faculty especially from the College of Arts and Sciences with the demand that particular courses be exempted from the implementation of the policy.

At least five faculty members have not been renewed as a result of this policy in spite of President Roman's position that 'The non-renewal of appointment of faculty members will only consider performance and not the result of the implementation of large classes'.

7. Finally, I would like to respond to the statement of Chancellor Velasco contained in the minutes regarding my behavior as a Faculty Regent. As the chronology I have presented has shown, I raised the concerns of the UPLB faculty to the UP President twice who in turn, as best as I can recall, relayed the matter to the Chancellor. I have also included in the chronology the various memoranda coming from the UPLB Chancellor and his responses to the issues raised by sectors opposed to the policy. I do not believe that I have violated any protocol by not directly speaking to him about this matter."

Faculty Regent's Motion for Reconsideration on the PGH Directorship

Regent Taguiwalo informed the Board that her Motion for Recocnsidreation on the PGH Directorship still stands. When this was initially presented to the Board, the latter agreed to seek clarification from the Department of Justice. She now wants to know the status of the request for a DOJ opinion.

Vice President Te informed the Board that his office has already drafted the letter request to DOJ. But because of the transition from the previous administration to a new one, the letter has not been filed yet. The Legal Office was not sure whom to address it to. But now that things have settled down and there is a new Secretary of Justice, the letter will be sent as soon as possible.

Regent Taguiwalo requested that the Board be furnished a copy of the letter to DOJ.

Regent Pascual asked who would sign the letter. Vice President Te said he would sign in since it is his office that is seeking legal opinion from the DOJ.

On The "Sagad" Award

Regent Cabrera followed up the proposal to increase the "Sagad" award. While he said that he has been informed earlier by Dr. Abadingo that this matter is still being studied, he wanted to hear it from the President.

President Roman informed the Board particularly Regent Cabrera that there really is no urgency on this issue since the promotion money has not been released yet. The "Sagad" award cannot be released ahead of the promotion.

Regent Cabrera asked if this item could be brought back to the Board in its August meeting. President Roman frankly informed the Staff Regent that not all the campuses could afford his proposal. It is really unduly exposing the Chancellors specially those who cannot afford it. The Board, according to the President should move together on this particular issue. When this issue was presented before the Chancellors, the sentiment was to use the old rate if what they are presenting is not acceptable to some members of the Board. The discussion ended there, since according to the President she did not want to go further given the then prevailing sentiment of the Chancellors.

President Roman said that the "Sagad" award would definitely come together with the promotion.



On the Tenure of Ms. Sarah Raymundo

President Roman informed the Board that this matter was taken up in the recent meeting of the University Council of UP Diliman. Since the Faculty Regent is a member of the Council, the President asked her if she could brief the Board on what transpired.

Regent Taguiwalo said that it is better to ask the Office of the Chancellor of UP Diliman to provide the Board with a copy of the minutes of the meeting of the University Council.

A letter from the tenured faculty of the Department of Sociology dated 26 July 2010, was sent to the President through the Chancellor of UP Diliman. The said letter requested clarification on the meaning and implications of the 27 May 2010 decision of the Board granting the appeal for tenure of Ms. Sarah Raymundo. The faculty raised the following questions for consideration of the Board:

1. May we be clarified as to the meaning of the Board's action reaffirming its authority over tenure cases?
2. May we be informed about the procedural and substantive ground(s) considered by the Board in approving the Motion of the Faculty Regent "to grant the appeal for tenure of Prof. Sarah Raymundo"?
3. May we be enlightened on the procedures that will be enforced in implementing the BOR decision to grant tenure to Ms. Raymundo?

President Roman informed the Board that they have to look into this problem which has not happened before. The Chair asked if the Dean could implement the Board's decision if the Department refuses.

President Roman said that the Dean did not endorse Ms. Raymundo's tenure. She also mentioned that it is important to know what transpired in the University Council meeting because there were questions about the Board's decision including what Department she would be assigned.

Chair Licuanan said that she is aware that there is no endorsement, but given the decision of the Board of Regents, she asked who would implement such decision.

Regent Taguiwalo remarked that the University Council did not vote on the issue. Although there were discussions, the University Council did not have a stand on the issue. Regent Taguiwalo said that Prof. Raymundo followed the process of appeal and that she has had no income since January. The Faculty Regent asked where is justice in this case.

When asked by the Chair what she proposes to the Board, Regent Taguiwalo replied that the President who is the Chief Operating Officer also objected to the Board's decision, so if she (the President) refuses to implement that decision, everything would be useless.

The Chair commented that she finds it strange that unanimity at the academic levels should be overturned at the Board's level. The Board made a decision which was quite against the University academic community and the management of the University.

Regent Taguiwalo said that there could only be abuse of authority if the decision of the Board was done whimsically or arbitrarily. Prof. Raymundo has fulfilled the requirements and has followed the appeals process, according to her. Now, the Faculty Regent said, the Board has a decision on Prof. Raymundo but she remains without appointment, she remains without any salary.

At some point, the President said, there was one faculty member of the Department of Sociology who was suggesting that Prof. Raymundo be given a temporary appointment for one more year and then assess her after the year for possible tenure. President Roman added that she does not know the sentiments of the faculty of the Department now that they have drawn the lines.

In the last meeting of the Board of Regents, Regent Taguiwalo recalled that the President was authorized to communicate to the faculty of the Department of Sociology the decision of the Board. The President said that as instructed, she wrote to the Department. She also gave them

a copy of the excerpt of the minutes of the meeting pertinent to the case of Prof. Raymundo.

According to Regent Taguiwalo, in the case of Prof. Lorraine Salazar, when the University Council requested for clarification from the Board, the only message they got was "Noted." She was then part of the University Council and she thought that the Board should have shared the decision. The basis for the decision may be different, Regent Taguiwalo said, but the Board now is transparent about the processes.

Regent Gonzalez pointed out that there is a difference between the case of Lorraine Salazar and that of Sarah Raymundo. Lorraine Salazar was endorsed by then President Nemenzo but this time, Sarah Raymundo was not endorsed at all. The Regent said that she is at a loss now on what to do. The Board has made a decision and yet the department would not accept her.

The Chair said that the only course of action would be very divisive in the sense that it would really put the Board against the academic community because there is no win-win situation.

President Roman suggested that a Regents' Committee be tasked to answer the letter of the Department.

Before a Regents' Committee is convened, Regent Taguiwalo asked the President about the letter she sent to the Department.

The Chair asked how the President communicated to the Department the Board's decision on the Sarah Raymundo case. The President replied that she communicated to them the decision of the Board reaffirming its authority over tenure cases. However, the faculty is asking just what is meant by "reaffirming its authority." The faculty is aware that there are guidelines before tenure could be given. These guidelines were not at all followed. The decision to grant tenure was initiated by the Faculty Regent. The President then suggested that maybe the Faculty Regent or Regent Pascual and those who voted for the grant of tenure could answer the question.

Regent Taguiwalo said that she is willing to draft the answer to the question and she would share it with the Board. In the meantime, she asked "what about Sarah Raymundo?, where is justice for her?" The Board, according to Regent Taguiwalo could share the minutes with the Department. The Board could also clarify because there are misinformation, e.g. "it was Regent Taguiwalo who made the motion, actually Sarah Raymundo did not appeal." The Faculty Regent added that there is also distortion of the process. Unlike Lorraine Salazar who wrote directly to then President Nemenzo, Sarah Raymundo followed the appeal's process.

The President clarified that Lorraine Salazar did not go directly to then President Nemenzo. Prof. Salazar also went to see her (Dr. Roman was then Chancellor of UP Diliman).

Regent Pascual raised the fundamental issue facing the Board that comes about because of the case of Sarah Raymundo. This is the question of what happens to a decision of the Board that is not in line with the position of the UP Administration. "How can the Board enforce the implementation of the decision which is not supported by the Administration," the Regent asked. This has to be addressed, according to Regent Pascual if the Board is to move forward.

The President clarified that it is not only the University Administration but the academic bodies do not support the decision.

Regent Pascual asked how the President is enforcing the decision of the Board.

The President replied that she has formally written the Department of Sociology about the Board's decision.

Regent Pascual then asked what the Board could do next.

Chair Licuanan commented that it is now the Board of Regents against the UP Community.

Regent Cabrera said that this is not a good sign. The tenure of Prof. Raymundo has been thoroughly discussed and debated and finally voted upon. This is already a case of implementing a Board decision. In the case of the administrative staff, if they do not follow their superiors, they would be charged with insubordination, according to the Staff Regent.

Regent Cabrera added that in a democracy, some would win, some would lose. The Board, being a collegial body, there are attempts to arrive at consensus. Failure to do so would result to votation. Once a decision is reached, it has to be implemented.

The Chair said that she really finds it very strange, especially in a tenure case, that the Board should overturn the academic community at the various levels. She said that she is very uncomfortable with this. There is a Board decision that seems unimplementable. Regent Cabrera is saying "insubordination." Chair Licuanan asked if the Board has to go that far. Even if the Board calls it insubordination, the Chair asked about the police powers of the Board. She further asked if there is a compromise somewhere.

Regent Taguiwalo inquired if there are similar cases in the past. Secretary Abadingo said there is none.

The Chair remarked that tenure case is an academic decision and should stop at the very level of the President. She asked why this is now at the level of the Board of Regents. Regent Taguiwalo said there was an appeal.

The President said that the Faculty Manual states that tenure is approved by the Board upon the recommendation of the President.

Regent Taguiwalo inquired about the possibility of the Board instructing the Office of the Secretary of the University to issue a Temporary Appointment to Sarah Raymundo.

The President replied that the problem is to what department she would be assigned and what she is going to teach. Who would give her the teaching load?

The Chair said that she would like to find out how Professor Raymundo's peers outside of the Sociology Department feel about her case. She asked if there is any wisdom that the Board could draw on for some kind of a solution.

President Roman informed the Board especially the Chair that a letter from about twenty-three (23) Deans of UP Diliman reminded the Board that tenure may be approved only upon the recommendation of the President. The Board members were given copies of the letter. This is how the other colleges feel about the Sarah Raymundo case.

Regent Taguiwalo requested that a compilation of documents on the Sarah Raymundo issue be prepared so that the Board could put together all the materials. As to what are the possibilities for the resolution of the issue, she said that it is a problem because she does not see the President, who is into operations, taking any step to try to come up with compromise between the questions raised by the Department of Sociology as well as Sarah Raymundo's rights.

President Roman replied that as assigned by the Board, she already informed the Department of Sociology of the Board's decision. There was a University Council meeting held right after that and there was a long discussion about Sarah Raymundo. The President noted that the University Council has no business discussing the tenure of a specific faculty member. But the Council took time to discuss this case. She requested the Chancellor to give her a copy of the minutes of the meeting of the Council, but was told that the tapes of the discussions are still being transcribed. President Roman thought of the proposed one year temporary appointment. But, she said she has to get the clearance of the Board. She might be talking with the department asking them if they are amenable with the one year temporary and then the Board would say "No."

The Chair said that at this stage, some kind of negotiation or compromise is called for.

President Roman said that the Department of Sociology would not stop asking their questions if these are not directly answered. They are asking what exactly does the Board mean when it says "Reaffirmed" and the President said that she could not answer that. Maybe, the other Regents have the answer to it because the idea of reaffirming came from those who voted, she added.

Regent Taguiwalo said the Department of Sociology's letter could be answered on the basis of the minutes of the Board meeting. Questions

which cannot be answered because these have not been discussed should be discussed. If there are compromises, these should be heard.

The Chair asked what kind of compromise would be possible – is it the one year extension? This is indeed a unique case. Chair Licuanan added that the case has gone beyond the original issue. But, she said that she would be happy to find other possibilities.

The Faculty Regent asked "why is it alright for the President of the University to overturn recommendations of the lower level and not alright for the Board of Regents?" Chair Licuanan answered that because the Board really is into policy making. Later on, the Board may consider changes in policy given the lessons learned from this case.

Regent Pascual noted that this is a case where the Board has decided and the decision cannot be implemented.

Regent Sarmiento recalled that he questioned the granting of tenure because Prof. Raymundo was no longer teaching when the case was taken up by the Board.

Regent Taguiwalo said that one of the members of the Department of Sociology revealed that the real reason why Sarah Raymundo was not recommended for tenure was political, i.e. she was charged with recruiting students to the New People's Army. This information came out in the open in the University Council meeting. The Council did not discuss that anymore and that was never mentioned as an official reason for denying her tenure.

The Chair said that she also heard about this, from both sides. Supporters have political motivations and Prof. Raymundo's department has political reasons, she added. Be that as it may, Chair Licuanan pointed out that the Board has made a decision. This decision, however, does not seem to be implementable. She then asked, "where does the Board go from here?"

The President finally suggested that the issue be taken up again in the next Board meeting.

REPORTS

REPORT OF THE PRESIDENT

I. Attendance in the APRU Presidents' Meeting at the University of Auckland, New Zealand, June 30-July 2, 2010

The University of the Philippines is the only university in the Philippines that is a member of the Association of Pacific Rim Universities or APRU. APRU is an association of the leading universities in countries along the Pacific Rim. Member universities come from Southeast Asia, East Asia (Japan, China and Korea), the United States, Canada, Australia and New Zealand. Membership in this association is by invitation only. This year's host university is the University of Auckland. Eighteen university presidents and 61 other university officials attended this year's meeting.

On June 30, the Mayor of Auckland hosted a reception for the participants at the Auckland Town Hall. In his brief welcome speech, His Worship John Banks introduced the City of Auckland to us. He also explained the forthcoming elections (in November) of a new "super" mayor to replace seven mayors (earlier it had been agreed that the seven city councils would be merged into one super council.)

After the reception, the University of Auckland hosted dinner for the participants. During dinner, John Allen, Chief Executive and Secretary of Foreign Affairs and Trade of the New Zealand Ministry of Foreign Affairs spoke on the role of New Zealand in the Asia Pacific, explaining that from being Europe's outpost in the Pacific, it has become a country of the Pacific.

On July 1, during breakfast (Note: In all APRU meetings that I have attended, every meal features a speaker) Dr. David Budgett of the University of Auckland talked about his research on mechanical pumps (artificial hearts). A multidisciplinary team of scientists and engineers at

the University of Auckland have developed a power transfer technology which transfers power from outside the body to inside without the need to break skin, thereby eliminating the risk of infection. This technology is applicable to a wide range of implantable electrical devices including heart pumps.

After breakfast two sessions were held. The first featured two speakers: Rt Honorable Mike Moore, New Zealand Ambassador-Elect to the United States who talked about Globalization and the Pacific Future. Ambassador Moore was former Prime Minister of New Zealand who has the distinction of having had the shortest term. While he did not explain his short term, he casually mentioned that he did foolish things for which he was punished. In his talk, he touched on climate change, trade, population flows, security and international relations. He ended his speech by saying that the days when he can freely speak are coming to an end. When he assumes his new post as Ambassador, he will have to be more careful with what he says. His talk was followed by a commentary from Colin James, a political journalist, who explained New Zealand's transition from Europe's outpost to one apex of a triangle with the Americas and Asia. This has given New Zealanders a unique perspective on global, and in particular Pacific Rim security, economic and cultural affairs.

The second session featured three speakers: Professor Glenn McGregor, Director of the School of the Environment, Professor John Montgomery, Director of the Leigh Laboratory, both of the University of Auckland and Professor Rajesh Chandra, Vice Chancellor of the University of the South Pacific who talked about how the ocean must be factored into the responses the region has to make to ensure human security. Of particular interest to me was the talk of Vice Chancellor Chandra who explained how helpless the countries of the South Pacific sometimes feel because they pay the heaviest price for the problems brought about by climate change. Yet they account for the smallest/negligible contribution to the climate change situation. He added that the countries of the South Pacific feel left out of the global and Asia Pacific space. The University of the South Pacific is owned by 12 countries in the South Pacific. It has 18,621 students enrolled in 15 campuses.

In the afternoon we had two other sessions: the first session featured speakers Professor Daojiong Zha of Peking University and Professor Thomas Fingar of Stanford University. Their topic was on how regional organizations (university alliances) deal with future challenges. The talks were a disappointment as they did not really zero in on their assigned topics.

There were four speakers in the second session: Professor Stephen Toope of the University of British Columbia, Dr. Enrique Zepeda of Tecnologico de Monterrey (Mexico), Professor Chorch Chuan Tan, President of the National University of Singapore and Professor Steven Sample, President of the University of Southern California who talked about their respective universities' role in providing leadership to their economies and in addressing regional issues and fostering regional cooperation.

At dinner which was held at the University of Auckland's business school, one of the newest and most modern buildings on campus, Distinguished Professor Sir Peter Gluckman, Chief Science Advisor to the New Zealand Prime Minister talked about science, diplomacy and universities. He explained that while science has always had an international dimension, it is becoming an increasingly relevant diplomatic tool. He identified three distinct interactions: science in diplomacy (for e.g. in supporting arms control), science for diplomacy (building new relationships) and diplomacy for science (where diplomatic relationships are used to support science.) New trends now offer opportunities for academic research but in turn may affect the way in which trans-institutional bilateral arrangements have traditionally operated.

During dinner APRU also honored Dr. Steven Sample who is retiring as president of the University of Southern California. Dr. Sample was a

founding member of the APRU and was instrumental in seeing through its development.

On July 2, the APRU business meeting was held. The following were taken up:

- The selection of China as the next venue of the APRU Presidents' Meeting in 2011. Tsinghua University will host the meeting. A presentation on Tsinghua University and Beijing was done by the President of the university
- Report on APRU activities for June 1, 2009 to May 31, 2010
- Report on the Senior Staff Meeting held in Keio University in Japan
- Approval of the Financial Report and approval to select another Auditor
- New APRU fee structure, in effect removing the tier system with universities now paying the same amount. For those in the second tier (where UP and some of the Southeast Asian countries belong) there will be a transition fee before the universities pay the same amount as the other universities from the developed countries
- The election of Chancellor Henry Yang of the University of Santa Barbara as Chair of APRU, replacing Professor Wei Yang of Zhejiang University who was Interim Chair
- The announcement of the resignation of Professor Kenneth McGillivray as Secretary General of the APRU. Professor McGillivray will be joining the University of Southern California
- Briefing on the APRU World Institute by Professor Richard Drobnick

The last activity was the Presidents Open Forum which I was tasked to chair. In this forum there were three speakers:

- Professor Mark Emmert President of the University of Washington who talked about university cooperation in the Pacific Rim and beyond the 21st century.
- Vice Chancellor Ghauth Jasmon of the University of Malaya who talked about his university's Bright Sparks program which is a scholarship program open to bright students to entice them to eventually work for the university.
- President Chorch Chuan Tan of the University of Singapore who talked about residential learning and new facilities at the University Town complex now being established at the National University of Singapore. The University Town seeks to provide small group residential college learning in a format designed to challenge individual students to develop, articulate and defend his/her ideas. It also seeks to enhance student experience for a stronger sense of belonging and bonding.

Lunch followed this last session of the APRU meeting.

In the evening, alumni from UP treated me to dinner at the Skytower - the tallest building in New Zealand. From there they took me to the airport for my flight back home.

II. Visit of Ambassadors to UP

The Ambassador from the People's Republic of China visited UP on July 13. After my brief presentation on the University, the Ambassador sat down with our Political Science students to discuss China-Philippine relations. The Ambassador said he was very impressed with the students and was challenged by the quality of their questions. The Ambassador also played volleyball with our Volleyball Varsity Team.

The US Ambassador visited UP on July 23. He met with some deans and faculty of UP Diliman. After breakfast, he interacted with students leaders of UP Diliman.

III. Selection Process for the Faculty Regent

I met with the Chancellors of the seven constituent universities on June 24 to discuss the reports from the various University Councils on the selection of the Faculty Regent. Consolidating these reports, we have come up with the guidelines and procedures for the selection. For the first time we shall allow electronic voting (in addition to manual voting). The Computer Center is working on the program for electronic voting.

IV. Proposed dormitory donation

The Beta Epsilon Fraternity alumni are proposing to donate a dormitory (300 capacity) and has discussed the proposal with me and Diliman officials. Former Regent Filemon Berba Jr. sat down with us to discuss their proposal. Former UP President Jose V. Abueva was also in the meeting.

V. Oath taking of UP Manila Deans

I attended the oath taking of the new dean of the College of Pharmacy on July 6 at UP Manila. Dean Imelda Peña explained to the audience her plans for the next three years. Prominent among the plans is the College's centennial celebration next year. After the oath taking I administered the oath of office on the new officers of the UP Pharmacy Alumni Association.

On July 22, I attended the oath taking ceremony for Dean Nina Gloriani of the College of Public Health. Dean Gloriani has been given a fresh mandate by the BOR to lead the College in the next three years.

VI. Lecture at UP Tacloban College

I delivered a lecture at the College on the occasion of its 37th anniversary on July 7. The lecture was attended by the faculty, staff and students of the College. My lecture's title was "The Changing Role of the University in the Context of the New Charter."

VII. Lecture at the College of Economics and Management, UPLB

I was invited to give a lecture at the College of Economics and Management on the occasion of its 32nd year. Here I talked about "UP as the Country's National University and as a Public Service University."

VIII. Donations received

On July 5 the UPAA hosted the send off dinner for the UP Fighting Maroons at the Bahay ng Alumni. Vice-President Jejomar Binay attended the event and pledged to donate the amount equivalent to the athletes' meal expenses for one month. That evening, the Alpha Sigma Fraternity also donated P500,000 for the team's use.

On July 6, Meralco donated P800,000 (P700,000 for the Men's Basketball Team and P100,000 for the Junior Women's Basketball and Junior Men's Basketball teams) to the UPAA. Meralco Chairman Manolo Lopez and President Manuel V. Pangilinan were present to hand over the check to Mr. Ponciano Rivera.

On July 8, Dr. Albert Coe of the UPAA Washington DC, Maryland and Virginia came to the office to sign the Deed of Donation for the establishment of two Faculty Grants (for UP Visayas and UP Manila). The amount of about \$33,000 was remitted to the UP Foundation through the PNB bank in New York. This donation brings to four the number of faculty grants from this alumni association. When I visited with the UPAADCMDVA in 2007, it pledged 7 Faculty Grants (one for each campus). In 2008, they donated about \$32,000 for two grants (UP Open University and UP Mindanao). They promised to redeem their pledge for three more Faculty Grants.

Also on July 8, Mr Manuel V. Pangilinan visited the College of Engineering to donate P1 Million to the UP Alumni Engineers and the College of Engineering. Mr. Pangilinan was given a tour of the buildings and facilities of the College.

REPORT OF THE FACULTY REGENT

"The report covers the following:

- I. The UP Sectoral Regents' Forum on the Search for the Next UP President
- II. The 2010 Sectoral Regents' System-wide, Multi -sectoral Conference on September 2 and 3, 2010
- III. Concerns raised regarding the 2010 Faculty Regent Selection Process

I. The UP Sectoral Regents' Forum on the Search for the Next UP President

The Faculty, Student and Staff Regents are sponsoring a series of fora entitled "The Search for the Next UP President: Criteria, Process and Experience" The objectives of the forum are:

- To help prepare for the active and informed participation of the university's faculty, students, REPS, and administrative staff in the search process through: the sharing of information and sharing of experience
- To elicit suggestions and comments related to the nomination and selection process

Two fora have been held so far: the UPLB forum last July 15 and the UPM forum last July 23. In both fora, 2004 Student Regent Marco de los Reyes, who was part of the 2004 selection process for the UP President, was the resource person. He shared the criteria, process and experience in the previous search. Staff Regent Clodualdo Cabrera provided the rationale and objectives of the Sectoral Regents fora while Student Regent Cori Alessa Co presented the criteria for nominations, the process and schedules for the 2010 Search for the Next UP President. I moderated the open forum where questions and suggestions from the floor were discussed.

The questions raised during the fora that we were unable to answer are the following:

1. Is there an age limit for the nominees?
2. Does an individual need to have previous connection to UP to be nominated?
3. Does every nomination need to include the required documents such as CV, consent, vision statement or once a complete nomination has been submitted, is it all right to just forward to the Search Committee additional endorsements for the nominee?
4. Will the Search Committee come up with a shortlist of nominees?

Suggestions regarding the search were also forwarded:

1. In both UPLB and UPM, a strong request that the public forum/consultation be not limited to UP Diliman with other CU constituents participating only through video conferencing. This suggestion stems from the desire of the UP constituents to dialogue with the nominees on concerns of the various UP sectors as well as for the sectors to hear the nominees elaborate on their vision/program. A participant pointed out that the 2008 UP Charter on the powers of the BOR states that a "process of democratic consultation with the university community based on standards and guidelines set by the Board" is a requirement

prior to the election of the UP President. (2008 UP Charter, Section, Section 13, Powers and Duties of the Board of Regents, (j))

2. Regarding the criteria, a participant suggested that academic excellence should not be measured only in terms of international publications but the nominee's record of service to the nation should be an important criterion in the selection process.
3. Steps in maintaining the institutional autonomy of the University should be spelled out by the nominees.

Other issues raised in the two fora for future nominees to consider include transparency in the report on university earnings from tuition fee increase and how these have been utilized; the large class policy, review of the Revitalized General Education Program and democratic governance in the university.

UP Manila Chancellor Ramon Arcadio supported the UPM forum and prepared a welcome address read by UPM Vice Chancellor for Academic Affairs Josefina Tayag as the Chancellor had to attend a meeting in Congress. I am attaching the speech of Chancellor Arcadio.

The UP Diliman forum is scheduled on August 11 and arrangements are being made to hold similar fora in UP Baguio, UP Mindanao and UP Visayas in the coming weeks.

II. UP Sectoral Regents' Conference on September 2 and 3, 2010

The Offices of the Faculty, Staff and Student Regent will sponsor a UP System-Wide, Multi-Sectoral Conference with the theme "The Current State of the University of the Philippines and the Challenges to the New UP President under the Aquino Administration." This will be held on September 2 and 3, 2010 in UP Diliman. The conference is the first ever jointly sponsored by the Sectoral Regents of the University.

Rationale:

Last June 30, a new Philippine President, Benigno "Noynoy" Aquino III, was inaugurated and will head the government after nine years of the administration of Gloria Macapagal-Arroyo. The term of UP President Emerlinda R. Roman ends on February 11, 2011 and the search for a new UP President has started with the call for nominations issued by the Board of Regents.

These two events have major implications for the University of the Philippines, a university still considered the premier state university of the country, although it now calls itself the "national university". Where is the University of the Philippines now after almost six years of the Roman presidency under the Arroyo administration? What will be the direction of the country in the coming six years of the new Aquino administration and what will be UP's role in those six years? These are some of the crucial questions that the conference will tackle.

In particular the conference would focus on the following provisions of the 2008 UP Charter:

The 2008 UP Charter declares that "The State shall promote, foster, nurture and protect the right of all citizens to quality education. Toward this end, it is the policy of the State to strengthen the University of the Philippines as the national university."

- (e) Protect and promote the professional and economic rights and welfare of its academic and non-academic personnel;
- (h) Provide democratic governance in the University based on collegiality, representation, accountability, transparency and active participation of its constituents, and promote the holding of fora for students, faculty, research, extension and professional staff (REPS), staff, and alumni to discuss non-academic issues affecting the University.

SEC. 8. Social Responsibility. – The national university is committed to serve the Filipino nation and humanity. While it carries out the obligation to pursue universal principles, it must relate its activities to the needs of the Filipino people and their aspirations for social progress and transformation.

SEC. 9. Democratic Access. – The national university shall take affirmative steps which may take the form of an alternative and equitable admissions process to enhance the access of disadvantaged students, such as indigenous peoples, poor and deserving students, including but not limited to valedictorians and salutatorians of public high schools, and students from depressed areas, to its programs and services.

No student shall be denied admission to the national university by reason solely of age, gender, nationality, religious belief, economic status, ethnicity, physical disability, or political opinion or affiliation.

Objectives:

1. Lay down the situation of the four major sectors of the University, the students, the faculty, REPS and administrative staff based on the reports of the sectors themselves.
2. Discuss and critique the current direction of the university as it relates to performing its "social responsibility of service to the people and to humanity" and to propose programs and policies consistent with this social responsibility.
3. Come up with resolutions to be presented as challenges to the various nominees for the UP Presidency as well as resolutions to strengthen solidarity among the sectors of the university.

The Sectoral Regents would be asking for support from the University for this undertaking."

N.B. Regent Taguiwalo highlighted on the search for the next UP President in her report. She reported that the sectoral regents have so far concluded two fora on the search for the next UP President. When the schedule of the public forum was shared with the participants, the reaction is to have the forum also outside of UP Diliman. The forum would be an opportunity not only to listen to vision/mission statements. It would also allow the nominees to listen to the concerns of the constituents.

President Roman said that public fora could be held in UP Diliman, UP Los Baños and UP Manila and these could be beamed live in the other campuses.

Regent Co informed the Board that actually she has a motion to amend the schedule of the public fora (please refer to pertinent section under "Other Matters.")

Regent Taguiwalo informed the Board that another query that cropped up during the sectoral fora was on the age requirement for nominees.

President Roman replied that whoever is elected President would have to step down at age 70, whether or not the full term of six (6) years is completed. President Nemenzo would have been President until August 2005. But, he turned 70 in February 2005 so he had to step down.

Another question raised according to Regent Taguiwalo was if connection to UP is necessary for one to be nominated.

One could be an alumnus or alumna, according to President Roman.

Regent Taguiwalo asked if the Board would prepare a short list of nominees. President Roman said, in 2004, the Board did not have a short list. She, however, proposed that this matter be taken up in the next meeting when the Board already has the listing of all the nominees.

Regent Taguiwalo informed the Board that another question raised was if they could endorse from the list of nominees already submitted to the Board.

President Roman answered "Yes." The number of endorsements, however, would not figure in the decision. All it takes actually is for one person to nominate, according to the President.

POLICY MATTERS APPROVED

Proposed Guidelines for the Merit Promotion of Faculty Members who are Eligible to Cross-Rank and are Due for Compulsory Retirement

Rationale

As stated in *Shaping our Institutional Future* (2004, pp.20-21), "promotion to a higher rank occurs only three times in a faculty's career. Hence, rank promotions require the highest standards of performance." But because calls for promotion can be infrequent and far between, there are cases when after having met these "highest standards of performance", a faculty loses the chance to be promoted to a higher rank because s/he is due for retirement. The following guidelines are being proposed to provide an opportunity for a faculty member who has been consistently performing well in all three areas of teaching, research and extension and who satisfies the requirements for crossing rank, but who may not be able to do so because s/he is due for compulsory retirement within one year and there is no call for promotion.

Guidelines

1. Only regular faculty members (full-time and part-time) in active service, who are holding the rank of either Assistant Professor 7 or Associate Professor 7 and are due for compulsory retirement (i.e. age 65) within one year, may apply for this merit promotion.
2. Only qualified faculty members who apply for this promotion shall be evaluated. Application shall be made by the faculty member within one year prior to his/her compulsory retirement.
3. The applicant shall be evaluated based on merit using the guidelines for promotion as contained in the manual, *Shaping our Institutional Future* (2004, pp. 20 -26).
4. Only accomplishments for the period since the date of the last promotion up to the time of application shall be considered. The accomplishments must include at least one peer-reviewed article in a reputable publication or a juried creative work, the minimum requirements for crossing rank.
5. Applications shall be initially evaluated by the CU APFC and recommended by the Chancellor to the President, and then to the Board of Regents.
6. Faculty members who are beyond 65 years but who are serving on an extended basis as full-time faculty shall not be covered by these guidelines but may be promoted during the regular call for promotion.

Board action: APPROVAL. Faculty Regent Taguiwalo recommended that other qualified faculty members be allowed to cross-rank outside of the call for promotion. The President said that she would take up with the President's Advisory Council (PAC) the suggestion of the Faculty Regent.

N.B. President Roman explained that promotions do not come very often. The University was just lucky to receive promotion money from the National Government for the last three years. Promotions are more often few and far between. The proposed guidelines are meant to effect promotion for faculty members who are eligible to cross-rank and are due for compulsory retirement.

Regent Taguiwalo said that she attended the Executive Committee meeting of UP Diliman where this proposal emanated from. She thought

that this would also apply to other faculty members who are qualified to cross-rank.

The President clarified that while this proposal emanated from UP Diliman, it was also discussed in the President's Advisory Council and the consensus among the Chancellors was to make this applicable only to those due for compulsory retirement.

The Faculty Regent pointed out that there are faculty members who are able to fulfil the requirements for crossing rank at a time when there is no call for promotion. Her sentiment is to include these faculty members in the proposal. Regent Taguiwalo recalled that it was Dean Echamis who proposed that all other faculty members on the verge of crossing rank be included in the proposal.

President Roman moved that the existing proposal be approved and that she promised to bring back to the PAC the recommendation of the Faculty Regent.

Nobody objected to the motion of the President. Thus, the proposed guidelines were approved.

Proposal for the Creation of the UP Open University Information Office

Rationale

As a relatively young campus in the UP System, the University of the Philippines Open University (UPOU) needs to create public awareness of itself. Compared to other campuses, UPOU has the added challenge of explaining its mode of teaching to its target audience. The fact that the university has geographically dispersed operations and is physically separated from its publics makes information dissemination more complicated.

In the past, public information about the university has been carried out by two staff members under the Office of the Chancellor. A Project Development Associate was appointed last year to provide a more organized approach to the public information activities with the Chancellor still retaining administrative responsibility for the unit. Given the unique and complicated nature of information dissemination in the university, these activities need to be strategically organized within a formal organizational structure. It is within this context that the creation of the UPOU Information Office is being proposed.

Mandate and Functions

The proposed Information Office is mandated to plan, implement, and coordinate information programs of the university and assist all units of the university in carrying out their communication and information projects.

Specifically, the office will perform the following functions:

Information materials production. This includes the design and production of information materials in both print and audio-visual forms for dissemination primarily to the university's external users.

Information services. This involves the implementation of information-based initiatives in organizational image building, news and documentation, and provision of technical assistance in media practice to internal users.

Information coordination. The office will also be in charge of coordinating the collection, verification, and organization of information that will be used in the communication collateral of the university (e.g., websites, brochures, etc.).

Alumni relations coordination. This includes assisting the Alumni Association in coordinating alumni-related and disseminating information on the association's projects and initiatives.

Staffing

The office will have the following staffing:

- Director (position to be created on additional assignment basis)
- Information Officer (position currently existing)
- University Extension Associate (position currently existing)

Functions of the Director

The Office of the Director shall:

- Assist the Chancellor and other university officials on matters related to the office's area of specialization;
- Exercise supervision and control over all staff members under the office;
- Develop information and communication plans, programs, operating standards and administrative techniques for the accomplishments of the office's objectives;
- Coordinate the work of the office with that of other offices and units in the University and with that of other related agencies; and
- Perform other functions as may be provided by law.

Additional financial outlay

The Director position who will be appointed on additional assignment basis will receive honorarium, RATA, and a 6-unit administrative load credit. He/she will serve on a three-year term.

Board action: APPROVAL.

Request for Authority to File an Application with PEZA for the DOST-PEZA Open TBI to be an IT Park

DOST-PEZA Open TBI was put up to encourage the creation and growth of more innovative technology-based and ICT-related companies in the country with a focus on start up software, content, hardware, and solution provider enterprises whose business models incorporate open technologies. This mission will be greatly enhanced if the incubatees can register and apply for PEZA incentives.

Project Description

The DOST-PEZA Open Technology Business Incubator (DOST-PEZA OPEN TBI) is a collaborative project between the Department of Science and Technology (DOST) and the Philippine Economic Zone Authority (PEZA). This project is part of the Memorandum of Understanding (MoU) executed on November 26, 2007 between the two agencies for development, implementation and advocacy of technology business incubation engaging in the fields of, but not limited to, Open Information and Communication Technologies. A Memorandum of Agreement (MoA) was executed on September 11, 2008 for the establishment of the DOST-PEZA OPEN TBI within the premises of the Advanced Science and Technology Institute (ASTI), C.P. Garcia Avenue, UP Diliman, Quezon City.

The DOST-PEZA OPEN TBI, supported by grants from PEZA and DOST, is implemented by ASTI and the Technology Resource Center (TRC). ASTI will provide technical expertise in the operations of the TBI. TRC on the other hand will handle its management.

The project is put up to encourage the growth of more innovative technology-based companies in the country with focus on start up software, content, hardware and solution provider enterprises whose business models incorporate open technologies.

Services offered for resident incubatees include physical office spaces constructed from low-cost and rapid setup 40-ft. customized ISO-standard shipping containers. Each office space has a minimum usable interior of around 20 sq.m.

The DOST-PEZA Open TBI also offers the following: a) security and maintenance; b) shared meeting, training and conferencing facilities; c) high-speed Internet connection and data center services; d) back office and support services; e) marketing support; f) basic technical, management consultancy/coaching; g) legal which include business and intellectual property application assistance; h) technology forecasting and matching; and, i) R & D funding assistance. The project is also open for virtual incubation services for non-resident incubatees.

All prospective incubatees, whether resident or non-resident, should meet all entry requirements to be able to avail of the services of the facility. Incubatees are bound to follow and observe all guidelines of the facility. Periodic assessment will be conducted to monitor incubatees' performance as basis for exit/graduation from the project.

With affordable lease rates and service fees, an efficient technical assistance, management, and incubate-oriented support services, the DOST-PEZA OPEN TBI aims to graduate self-sustaining enterprises prepped for the global market.

Board action: APPROVAL.

Request of UP Los Baños to Suspend the 30% Cap on Contract Labor for Five (5) Years Starting 2009 until 2013 and to Allow UP Los Baños Housing Office to Use Up to 50% of its MOOE for Contract Labor

During its 1232nd Meeting on May 30, 2008, the UP Board of Regents approved the proposal of the University of the Philippines Los Baños (UPLB) to create a UP Los Baños Housing Trust Fund. Prior to this, the UP President likewise approved UPLB's proposal to rationalize UPLB housing occupancy fees and land use rentals during the President's Advisory Council meeting on May 21, 2008.

As a result of these approvals, the income from house occupancy fees has increased from P2,480,369.25 in 2008 to P4.665 million in 2009. As of August 2009, their housing income already amounts to P3,114,896.50. Since 2007, UPLB has plowed back all of the housing revenues (less administrative cost) for the operations of the UPLB Housing Office, particularly to finance its efforts to repair their staff housing units. UPLB procured materials for house repair and hired non-government workers (NGWs) to facilitate the repair work. To date, they have nine (9) NGWs in the house repair and maintenance crew and two (2) NGWs who perform administrative functions at the UHO.

It is heartening to note that as a result of these efforts, many staff housing beneficiaries have filed job requests. To date, they have completed partial repairs in 55 units over a period of 1 ½ years, and there are 146 beneficiaries on the waiting list. Work in the housing units usually takes a considerable period because many of them have been neglected in the past. At the rate they are going, it will take at least five (5) years before they will be able to attend to the job requests, many of which are only for partial repairs.

Since 2007, UPLB has invested in repair tools and equipment, and they expect that in the coming years, most of their repair costs will be for materials and labor. The BOR approval states that "the Trust Fund shall be used for the MOOE of the UP Los Baños Housing Office (not to exceed 60% of the annual income and that only 30% of their share shall be for contract labor) and capital build up for the construction of new staff housing facilities and the reacquisition of private housing units on University land (at least 40% of the annual income)". In this connection,

UPLB would like to request the UP Board of Regents to suspend the 30% cap on contract labor for five (5) years of its MOOE for contract labor to enable UPLB to speed up its housing repair and maintenance activities. This will enable UPLB to improve the delivery of housing services to their staff housing beneficiaries.

Board action: APPROVAL.

N.B. President Roman informed the Board that UPLB rents out housing units. Whatever they get is deposited into a Trust Fund. Thirty (30%) percent of the Trust Fund is used for labor and fifty (50%) percent is used for MOOE. The CU is now requesting that the cap be removed so they could speed up the renovation of the housing units. If one goes to UPLB, he/she would see that many of the housing units are newly repaired/renovated.

Regent Cabrera inquired if the workers doing the repairs are non-government workers or non-UP contractuels. In UP Diliman, the ones doing the repairs, he said, are from the Campus Maintenance Office (CMO). In UP Diliman also, a new housing awardee could renovate and could be reimbursed for a maximum of PhP100,000 (actually credited for monthly rentals).

Chancellor Velasco informed them that they are hiring Non-Government Workers (NGWs) because they do not have enough people in their Campus Maintenance Office.

Regent Cabrera suggested that UPLB look into the possibility of giving the workers some kind of a protection like insurance. He feels that these people should be protected even if they are non-UP contractuels especially those doing dangerous jobs.

Chancellor Velasco suggested that this be taken up at the system level since the NGW contract that is being followed is a standard form.

President Roman said it is only Diliman and Los Baños who use the NGW contract. But Diliman seldom outsources because in Diliman they allow the awardee to renovate their housing unit and the cost of renovation is credited to future rentals. The President inquired from Chancellor Velasco if they allow such an arrangement in Los Baños.

Chancellor Velasco answered in the affirmative but said that their problem is the maintenance. They have about two hundred fifty (250) houses, plus the dormitories, neglected over the years.

President Roman commented that she noticed that the faculty and staff housing awardees do not take care of their homes.

UP Integrated School Rules and Regulations on Student Conduct and Discipline (RRSCD)

The Chancellor of UP Diliman is submitting to the Board the UP Integrated School Rules and Regulations on Student Conduct and Discipline (UPIS-RRSCD).

The said RRSCD of UPIS was approved by the UP Diliman University Council at its 101st meeting held on 12 December 2007 at the Benitez Theater, College of Education, and was subsequently endorsed by the Office of the Chancellor on 17 December 2007.

The new UPIS RRSCD was sent by the UPIS in the hope of securing Board approval of the said rules and regulations that have been developed with "substantial inputs from the Diliman and University legal offices."

The RRSCD was reviewed and endorsed by the University Council Committee on Student Organizations, Activities and Welfare as being compliant with the University Council approval of 2007.

Board action: APPROVAL.

N.B. The Student Regent endorsed the aforementioned rules.

Request for Temporary Waiver of the Faculty Tenure Rule in Favor of Professor PAMELA A. CUSTODIO, Assistant Professor, College of Development Communication, UP Los Baños, effective 1 June 2010 until 31 October 2010

Professor Custodio has recently earned her PhD in DevCom degree. She graduated on April 24, 2010. She has also published her journal article titled "Storytelling in Qualitative Development Communication Research: Locating the Narrative of Participation Through the Interpretive Lens" in the maiden issue of the Philippine Journal of Development Communication (Vol. 1 No. 1 pp 75-103) which came out in mid-2008.

Professor Custodio has performed very satisfactorily as a faculty of the Department of Development Journalism (DDJ). She teaches basic and advance development journalism courses, namely DEVC 20, 120, 122 and 123; and foundation courses like DEVC 10 and DEVC 70 and communication research (DEVC 197 and 198). Further, the College needs more senior staff to teach and serve as adviser or committee member of their postgraduate students. Professor Custodio is among the pool of graduate faculty who can teach graduate courses and advise graduate students as graduate committee member. She handles the graduate seminar, DEVC 299.

She is also involved in various research and extension activities. She is part of the College's FAO-funded research on communication for development; and she has been involved in participatory rural appraisal and awareness campaign on climate change adaptation in Mt. Province conducted in April to May 2010.

Aside from academic duties, Professor Custodio has been active in the College's and University's various committees. She is a member of the graduate committee that evaluates applicants for the MS and PhD in DevCom programs and the curriculum committee which has recently been engaged in revising the undergraduate research course and proposing an RGEF course. She also serves in the University Committee on Graduation.

Professor Custodio's work is invaluable to her Department and to the College. Her dedication to service and work in the College merits her recommendation for the renewal of her appointment as Assistant Professor.

The waiver is being requested to prevent a break in her service to the University.

Board action: APPROVAL.

Request for the Extension of the Temporary Waiver of the Faculty Tenure Rule in Favor of Professor MA. TERESITA B. OSALLA, Assistant Professor, College of Development Communication, UP Los Baños, effective 1 June 2010 until 31 October 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 1st Semester of SY 2003-2004 and consistently earned high evaluation ratings from her students. She has published her article on "ICTs and Community Media: Process Documentation of Setting-Up an Enhanced Community," in the Philippine Journal of Development Communication, vol. 1, no. 2, July to December 2008.

The waiver is being requested while the papers for tenure are being processed.

Board action: APPROVAL.

Request for Temporary Waiver of the Faculty Tenure Rule in Favor of Professor OPHELIA D. TEPINO, Assistant Professor 1, UP Rural High School, UP Los Baños, Effective 1 July 2010 until 31 October 2010

Prof. Tepino has finished her Master of Science in Family Resource Management with cognate in Educational Management, 2nd semester of academic year 2006-007 in UP Los Baños. She was able to publish a research paper entitled Correlation of Maternal Guidance and the Sexual Knowledge of their Adolescent Daughters in Volume XI, Number 1, March 2010 issue of the Journal of Philippine Association of Home Economics in State Colleges and Universities (PAHESCU). She is also a member of the said Association.

This is a stop gap measure while the tenure papers are being processed.

Board action: APPROVAL.

Request for Extension of the Temporary Waiver of the Faculty Tenure Rule in Favor of Professor APRIL HOPE T. CASTRO, Assistant Professor 1, College of Arts and Sciences, UP Los Baños, Effective 1 June 2010 until 31 October 2010

Prof. Castro is an Assistant Professor 1 in the Department of Social Sciences, College of Arts and Sciences, UP Los Baños. The department made an appeal for a waiver of the faculty tenure rules in 2009 to enable her to accomplish the necessary publication requirement for tenure. She was awarded an extension of appointment up to May 31, 2010. At present, however, the Journal of Nature Studies publication where she has submitted an article has suffered from technical problems. The Volume 9 (1) January-June issue of the journal which was scheduled to be released last May 28, 2010 was delayed. The department received the news from the journal issue editor that the journal came out of the press only on June 1, 2010.

It is in this light that the College is requesting for an extension of the waiver for faculty tenure rule for Prof. Castro and an extension of her appointment up to 31 October 2010. This is to allow the Department of Social Sciences to facilitate the request for Ms. Castro's application for tenure and additionally, to prevent a break in her record of service to the University.

Board action: APPROVAL.

Request for Temporary Waiver of the Faculty Tenure Rule in Favor of Professor ANDRES TOMAS L. DANS, College of Forestry and Natural Resources, UP Los Baños, Effective 1 June 2010 until 31 October 2010

Prof. Dans has been with the department for three (3) years and is qualified for tenureship. One of the requirements for permanency is the publication in a refereed journal. His publication came out last April 2010, hence the delay in his appointment papers.

This is a stop-gap measure while the tenure papers are being processed.

Board action: APPROVAL.



Request for Temporary Waiver of the Faculty Tenure Rule in Favor of Professor VICENTE G. BALLARAN, JR., Assistant Professor 1, Agrometeorology and Farm Structures Division, Institute of Agricultural Engineering, College of Engineering and Agro-Industrial Technology, UP Los Baños, Effective 1 June 2010 until 31 October 2010

Prof. Ballaran has already satisfied two of the three minimum requirements for tenure: (a) Master's degree and (b) high student evaluation ratings. His technical paper entitled Spatial and Temporal Variations of the La Niña Phenomenon in the Philippines has already been accepted for publication in the Philippine Journal of Agricultural and Biosystems Engineering (PJABE).

The Division is in dire need of Prof. Ballaran's expertise. He has been teaching in the University for almost five (5) years now. He is assigned to teach specialized courses in geographic information systems (GIS) and agricultural structures. His research project proposal entitled Development of Environmentally Sound Food Production Buildings for Livestock through Innovative Designs is being evaluated for DOST-ERDT funding. In addition, he is the current head of the Student Organizations and Activities Division (SOAD), Office of the Student Affairs (OSA).

Considering his good performance as an Assistant Professor and his additional duties in the University, the Division strongly feels that Prof. Ballaran deserves to be given a chance for faculty tenure through this waiver pending the actual publication of his research paper.

Board action: APPROVAL.

Request for Temporary Waiver of the Faculty Tenure Rule in Favor of Professor JUDELINE C. DIMALIBOT, Assistant Professor 1, Institute of Biological Sciences, College of Arts and Sciences, UP Los Baños, Effective 1 June 2010 until 31 October 2010

Prof. Dimalibot was appointed Assistant Professor 1 in June 2007. She earned her MS degree in Zoology from UPLB in 1992. Her paper entitled Size of the Home Range of Palawan Tree Shrew, *Tupaia Palawanensis* Thomas 1894 at the Puerto Princesa Subterranean River National Park, Philippines was published in *Asia Life Sciences Supplement*, 4:147-159, 2010.

Prof. Dimalibot has served as Project Development Officer of the Palawan Council for Sustainable Development (PCSD), and as Administrative Officer of the Palawan Crocodile Farming Institute (CFI). She has undergone training on Endangered Species Management with the Durrell Foundation in Jersey Zoo at the United Kingdom. She is a good team player, and has performed well as the Undergraduate Program Committee Chair of the division for two years. Her MS degree in Zoology, and her extensive training, research and management experience in the field of Wildlife Biology would help develop and strengthen the graduate and research programs of the Institute.

She is a very good teacher and she enthusiastically shares her expertise and training in Wildlife Biology to her students in Mammalogy and Wildlife Conservation.

The waiver is requested pending the evaluation of her recommendation for tenure.

Board action: APPROVAL.

Request for Temporary Waiver of the Faculty Tenure Rule in Favor of Professor GAYLINE F. MANALANG, JR., Assistant Professor, College of Public Health, UP Manila, Effective 19 February 2010 until 30 October 2010

Prof. Manalang's research manuscript entitled Improving Occupational Health and Safety (OHS) in eleven Department of Health

Hospitals in Metro Manila: Considerations for Training OHS Personnel and Implementation of OHS programs has been accepted for publication and is included in the 2010 issue of Acta Medica Philippina which is currently being prepared.

This is a stop-gap measure while the tenure papers are being processed.

Board action: **APPROVAL.**

FINANCIAL MATTERS APPROVED

Reprogramming of UP Baguio's Excess Income for FY 2008 and 2009 in the Amount of PhP30,361,000.00, Certified Available by the UP Budget Office and Accounting Office, to be utilized as follows:

Personnel Services To cover obligations for salaries/wages substitute faculty, personnel benefits (monetization, retirement & extended leave credits) and other PS requirements	PhP7,061,000.00
Maintenance and Other Operating Expenses To augment MOOE needs including expenses for repairs and maintenance, research/instructional materials, scholarships/development funds	PhP5,800,000.00
Construction Outlay To provide funds for CO projects – additional requirements for the Alumni Center (including site development), rehabilitation of the Student Center and repainting/repair of existing building	PhP15,000,000.00
Equipment Outlay To provide funds for the purchase of various pieces of equipment	PhP2,500,000.00
Total	PhP30,361,000.00

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

Board action: **APPROVAL.**

Programming of UP Diliman's Interest Income from the Endowment Fund in the Amount of PhP8,000,000.00, Certified Available by the UPD Accounting Office, to be utilized as follows:

Maintenance and Other Operating Expenses To augment MOOE needs including expenses for laboratory and office supplies, and materials	PhP8,000,000.00
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It is understood that obligations/disbursements from this reprogrammed amount shall be subject to the usual accounting, budgeting and auditing laws, rules and regulations.

Board action: **APPROVAL.**

N.B. Regent Taguiwalo requests that she be given a copy of the detailed expenditures to give her an idea of where the UP money goes. She thinks that the pronouncement every meeting that UP does not have money is contradictory because she said that for the past one and a half year that she has been a member of the Board there has always been reprogramming.

In response to the request of Faculty Regent Taguiwalo, President Roman instructed the Secretary of the University, Dr. Lourdes Abadigo to provide Regent Taguiwalo with the 2009 COA report.

Request of the College of Business Administration to Adjust the Dissertation Faculty Consultant Fee from PhP10,000/student/semester or Trimester to \$890 per student (to be directly paid to the faculty consultants), under the Memorandum of Cooperation between the University of the Philippines and Hasanuddin University

The Memorandum of Cooperation between the President of the University of the Philippines and the Rector of Hasanuddin University on 4 February 2008 was approved by the Board of Regents in its 1230th meeting on 29 February 2008.

A second batch of students from Hasanuddin University is arriving this AY 2010-2011 under a "sandwich program." At its 1232nd meeting, the following were approved by the Board of Regents:

Course Audit Fee (for graduate program courses audited)	PhP2,500/unit
Foreign Student's Fee (to be used for Personal Services cost for Visiting Students' Program Administration)	US\$500/ trimester/semester per student
Dissertation Faculty Consultants' Fee (to be paid to the Faculty Consultants)	PhP10,000/trimester/semester per student

The UP Diliman College of Business Administration is requesting that the dissertation faculty consultant fee be adjusted from PhP10,000/student/semester or trimester to \$890.00 per student (to be directly paid to the faculty consultants) because of the time required to advise the students based on the faculty's experience advising the first batch of students.

Board action: **APPROVAL.**

APPOINTMENTS

UP System

Dr. LYDIA R. ARCELLANA as Director, Office of Alumni Relations, effective 1 June 2010 until 28 February 2011

UP Diliman

Dr. MIGUELA MENA as Dean, Asian Institute of Tourism, effective 1 August 2010 until 31 July 2013

Dr. BEN PAUL B. GUTIERREZ as Dean, College of Business Administration, effective 1 August 2010 until 31 July 2013

Dr. AURA C. MATIAS as Dean, College of Engineering, effective 1 August 2010 until 31 July 2013

Dr. JOSE BUENCONSEJO as Dean, College of Music, effective 1 August 2010 until 31 July 2013

Dr. EDNA E.A. CO as Dean, National College of Public Administration and Governance, effective 1 August 2010 until 31 July 2013

Dr. MICHAEL TAN as Dean, College of Social Sciences and Philosophy, effective 1 August 2010 until 31 July 2013

Dr. ROBERTO REYES as Director, UP Diliman Extension Program in Pampanga, effective 1 August 2010 until 31 July 2013

Dr. ARSENIO M. BALISACAN as Dean, School of Economics, effective 1 August 2010 until 31 July 2013

UP Open University

Dr. DINAH PALMERA P. NADERA as Director, Multimedia Center, effective 1 July 2010 until 30 June 2013

UP Baguio

Dr. TEOFINO C. MACABIOG as Director, Office of Student Affairs, effective 1 June 2010 until 31 May 2013

TRANSFER TO PERMANENT STATUS**UP Diliman**

Prof. Johann Frederick A. Cabbab as Assistant Professor 4 (Salary Grade 20-1), School of Library and Information Science, effective 29 July 2010

Prof. Ria D. Sanchez as Assistant Professor 1 (Salary Grade 18-1), College of Home Economics, effective 29 July 2010

UP Manila

Prof. Chester Antonio C. Arcilla as Assistant Professor 2 (Salary Grade 19-1), College of Arts and Sciences, effective 24 June 2010

Prof. Ildefonso M. Chan as Associate Professor 4 (Salary Grade 24-3) (Part-Time), College of Medicine, effective 29 July 2010

UP Baguio

Prof. Ma. Elinora P. Imson as Associate Professor 5 (Salary Grade 25-2), College of Arts and Communication, effective 29 July 2010

UP Mindanao

Prof. Jhoanna Lynn B. Cruz-Daliling as Assistant Professor 6 (Salary Grade 21-3), College of Humanities and Social Sciences, effective 29 July 2010

Prof. Jean Marie V. Juanga as Assistant Professor 1 (Salary Grade 18-1), College of Humanities and Social Sciences, effective 29 July 2010

AUTOMATIC PROMOTION**UP Diliman**

Prof. Jose Wendell P. Capili from Associate Professor 5 (Salary Grade 25-3) to Professor 2 (Salary Grade 26-5), College of Arts and Letters, effective 11 December 2009

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

Prof. Carmen A. Abubakar, Professor 10, Institute of Islamic Studies, effective 1 June 2010 until 31 May 2011

Prof. Thelma E. Arambulo, Professor 4, College of Arts and Letters, effective 1 June 2010 until 31 May 2011

Prof. Lydia R. Arcellana, Associate Professor 7, College of Arts and Letters, effective 1 June 2010 until 31 May 2011

Prof. Cristina P. Hidalgo, Professorial Lecturer 5, College of Arts and Letters, effective 1 June 2010 until 31 May 2011

Prof. Eden L. Layda, Associate Professor 1, Asian Center, effective 1 November 2009 until 31 October 2010

Prof. Helen E. Lopez, Professor 12, College of Arts and Letters, effective 1 June 2010 until 31 May 2011

Prof. Peter Xenos, Professorial Lecturer 5, College of Social Sciences and Philosophy, effective 1 June 2010 until 31 May 2010

UP Los Baños

Prof. Jose R. Medina, Professorial Lecturer 4, College of Public Affairs, effective 1 June 2010 until 31 May 2011

UP Visayas

Prof. Edward D. Defensor as Professorial Lecturer 1, College of Arts and Sciences, effective 1 June 2010 until 31 October 2010

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

Prof. Felipe De Leon, Jr., Professorial Lecturer 4, College of Arts and Letters, effective 1 June 2010 until 31 May 2011

Prof. Romeo G. Dizon, Professorial Lecturer 2, UP Diliman Extension Program in Pampanga, effective 1 June 2010 until 31 May 2011

Prof. Rosalie B. Faderon, Professorial Lecturer 5, School of Library and Information Science, effective 1 June 2010 until 31 May 2011

Prof. Frank G. Flores, Professorial Lecturer 5, College of Arts and Letters, effective 1 June 2010 until 31 May 2011

Prof. Corazon F. Gatchalian, Professorial Lecturer 4, College of Home Economics, effective 1 June 2010 until 31 May 2011

Prof. Rosario D. Jimenez, Professorial Lecturer 2, School of Urban and Regional Planning, effective 1 September 2010 until 31 August 2011

Prof. Rosalinda M. Kimpo, Professorial Lecturer 2, College of Human Kinetics, effective 1 June 2010 until 31 May 2011

Prof. Amiel Y. Leonardia, Professorial Lecturer 5, College of Arts and Letters, effective 1 June 2010 until 31 May 2011

Prof. Grace P. Perdigon, Professorial Lecturer 1, College of Home Economics, effective 1 June 2010 until 31 May 2011

Prof. Ma. Clara Y. Ravina, Professorial Lecturer 5, College of Arts and Letters, effective 1 June 2010 until 31 May 2011

Prof. Reynaldo A. Tabbada, Professorial Lecturer 5, College of Science, effective 1 June 2010 until 31 May 2011

Prof. Lilian B. Ungson, Professorial Lecturer 2, College of Science, effective 1 June 2010 until 31 May 2011

**REAPPOINTMENT BEYOND
COMPULSORY RETIREMENT AGE OF 65****UP Diliman**

Prof. Raul Pertierra, Professorial Lecturer 5, Center for International Studies, effective 5 November 2009 until 4 November 2010

UP Open University

Prof. Cerenilla A. Cruz, Senior Lecturer 1, Faculty of Management and Development Studies, effective 1 June 2010 until 22 October 2010

Prof. Rogelio V. Cuyno, Professorial Lecturer 5, Faculty of Management and Development Studies, effective 1 June 2010 until 22 October 2010

Prof. Perla E. Legaspi, Professorial Lecturer 3, Faculty of Management and Development Studies, effective 1 June 2010 until 22 October 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 Summer, 2009-2010, approved and endorsed by the University Council at its 82nd meeting held on 9 July 2010

Board action: APPROVAL, except those with pending cases.

Graduation of students from UP Los Baños who completed all the requirements for their respective degrees/titles as of the end of Summer 2010, approved and endorsed by the University Council at its 114th meeting held on 12 July 2010

Board action: APPROVAL, except those with pending cases.

Graduation of students from UP Baguio who completed all the requirements for their respective degrees/titles as of the end of Summer, 2009-2010, approved and endorsed by the University Council at its 40th meeting held on 12 July 2010

Board action: APPROVAL, except those with pending cases.

Graduation of students from UP Visayas who completed all the requirements for their respective degrees/titles as of the end of Summer 2010/Third Trimester 2009-2010 or as of the end of the semester/term specified, approved and endorsed by the University Council at its 92nd meeting held on 10 July 2010

Board action: APPROVAL, except those with pending cases.

Graduation of students from UP Diliman who completed all the requirements for their respective degrees/titles as of the end of Summer 2010 or earlier or as of the end of the semester/term specified, approved and endorsed by the University Council at its 114th meeting held on 19 July 2010

Board action: APPROVAL, except those with pending cases.

Confirmation of Graduation of Six (6) Students of UP Diliman whose graduation was approved by the President to enable them to meet the deadline for application for the Licensure Examination

By virtue of the authority granted her by the Board of Regents at its 1048th meeting held on 26 March 1992, the President approved the graduation of the following students:

College of Engineering

Bachelor of Science in Metallurgical Engineering
Maria Luisa A. Sajonas
Roberto S. Salamat, Jr.

Bachelor of Science in Metallurgical Engineering
Harvey B. Fuensalida
Olga D. Guela
Jayson Sl. Lomboy

College of Science

Bachelor of Science in Geology
Jino Riel R. Gungon

The official graduation of these students is being required by the Professional Regulation Commission (PRC) for the students' applications for the Licensure Examination which is due on or before July 28, 2010. Hence, approval by the President was necessary.

Board action: CONFIRMATION.

Graduation of Students from UP MINDANAO who completed all the requirements for their respective degrees/titles as of the end of Summer AY 2009-2010, approved and endorsed by the University Council at its 30th Meeting held on 19 July 2010 listed down as follows:

College of Humanities and Social Sciences

Bachelor of Science in Architecture
Respuesto, Hanna Mae B.
Sapto, Nassrodin O.

College of Science and Mathematics

Bachelor of Science in Applied Mathematics
Comendador, Christine Y.

Bachelor of Science in Computer Science
Gales, Alfredo Jr., P.
Manos, Bryan Carlo P.

Bachelor of Science in Food Technology
Cariño, Carene Mae S.
Ferrer, Danica M.
Gayagas, Angelo A.
Perez, Louise Melody N.

Bachelor of Science in Biology
Gayagas, Angelo A.

Board action: APPROVAL, except those with pending cases.

PROFESSORIAL CHAIRS/
FACULTY GRANTS ESTABLISHED

Establishment of the UPAANevada UP Centennial Professorial Chair at the College of Music, UP Diliman

Donation: USD 30,000.00

Donor: University of the Philippines Alumni Association of Nevada

Beneficiary Unit: College of Music, UP Diliman

Fund Management: UP Foundation, Inc. (UPFI)

Conditions: Implementation shall observe pertinent rules of the University

Board action: APPROVAL.

Establishment of the UPAA DCMDVA UP Centennial Faculty Grants at UP Manila and UP Visayas

Donation: USD 33,223.00

Donor: UPAA DCMDVA Chapter

Beneficiary Units: UP Manila and UP Visayas

Fund Management: UP Foundation, Inc. (UPFI)

Conditions: Implementation shall observe pertinent rules of the University

Board action: APPROVAL.

Establishment of the Dr. Perla D. Santos Ocampo UP Centennial Professorial Chair in Pediatric Gastroenterology, Hepatology and Nutrition in the UP Manila College of Medicine

Total Donations: USD 30,153.19

Donor: Section of Pediatric Gastroenterology, Hepatology and Nutrition of the Department of Pediatrics, College of Medicine/Philippine General Hospital

Beneficiary Units: Department of Pediatrics, College of Medicine/Philippine General Hospital, UP Manila

The Section of Pediatric Gastroenterology, Hepatology and Nutrition of the Department of Pediatrics has donated in 2000 the amount of PhP500,000 which has already earned a total interest of PhP122,046.93 as of June 30, 2010. Recently, the Section donated USD 16,000 and PhP29,000. Total amount available for the proposed Chair is now USD 30,153.9 or PhP1,387,046.93, using the conversion rate of 1 USD = PhP46.

The proposed Chair is in honor of Dr. Perla D. Santos Ocampo, University Professor Emeritus, former Chancellor of UP Manila, who was recently conferred the title National Scientist.

The Chair shall be awarded in accordance with applicable policies and guidelines of the University of the Philippines.

Board action: APPROVAL.



MATTERS CONFIRMED

MEMORANDA OF AGREEMENT

UP System

Licensing Agreement between the University of the Philippines (University) and the Branwyn Trading Corp (Licensee)

Project: Licensing Agreement on Materials

Particulars:

License

- a. The University grants the Licensee the non-exclusive right to use the Licensed Materials in relation to Product Classes 16, 14, 18 and 25 specified in the Agreement;
- b. The Licensee acknowledges that the rights granted are non-exclusive and limited to the specified Product Classes;
- c. Nothing in this Agreement shall prevent the University from dealing with its rights in the Licensed Materials for any other purpose in other Product Classes with respect to any other merchandise.

Ownership and Title

- a. The Licensee shall exploit the Licensed Materials to the best advantage of the parties but nothing shall constitute a right for the Licensee to use any of the Trademarks owned by the University except as a non-exclusive licensee thereof;
- b. The Licensee shall not use the Licensed Materials as part of its trade name or otherwise to characterize its business;
- c. The Licensee acknowledges the title of the University to the trademarks, and agrees that the goodwill arising from use of these trademarks by the Licensee shall accrue to the benefit of the University. The Licensee shall not challenge the title of the University to the trademarks or be a party to any act likely to prejudice the trademarks or other intellectual or commercial property right in respect of the Merchandise and/or the Licensed Materials to which the Licensee shall be entitled; and
- d. All intellectual or commercial property rights in the design and product development of the Merchandise and the Sales Materials shall belong jointly to the Licensee and the University.

Payments

- a. In consideration of the non-exclusive License granted herein, the Licensee shall pay to the University from Commencement Date, the Royalty Fee equal to Ten Percent (10.0%) of the Merchandise's Net Wholesale Price, up to the full term of the Agreement;
- b. In addition to the Royalty Fee, the Licensee shall pay to the University a goodwill fee of Philippine Pesos: PhP150,000.00 payable in three (3) installments;
- c. Within thirty (30) days from each calendar quarter end, the Licensee shall render to the University a written statement of the Actual Sales Report certified by the Licensee's auditors showing the royalty fee due the University, the basis of determination of the same, and of which the Royalty Fee shall be simultaneously paid to the University;
- d. The Merchandise is deemed sold upon dispatch of invoice to the purchasers;
- e. Payment of Royalty Fee by the Licensee to the University shall be made in the Philippines Peso Currency;

- f. In accordance with the Provision of Sec. 25 of the Republic Act No. 9500 or the UP Charter of 2008, the 10% Royalty Fee of the University shall be exempt from all taxes and duties and shall be subject to 0% VAT;
- g. The Licensee shall in no event, without the University's prior consent, be entitled to offset any amounts it may claim as owed to it by the University for any reason whatsoever, against any remittance of Royalty Fee owed to the University pursuant to this Agreement;
- h. The University may charge interest on all monies outstanding calculated from the due date for payment at a rate of One Percent (1.0%) per month;
- i. Failure by the Licensee to make payment of the Royalty Fee in full within one hundred eighty (180) days after the due date shall entitle the University to, automatically and without need for demand, cancel this Agreement in accordance with the terms of paragraph 17 (Termination) of the Agreement; and
- j. Licensee agrees and warrants that the projected yearly Royalty Fees in the Agreement are based on the minimum and guaranteed sales of the Merchandise. Licensee, therefore, agrees and warrants to pay an additional Royalty Fee equivalent to one percent (1.0%) of the actual sales volume in the event that the actual sales volume does not meet the minimum sales target.

Effectivity: Effective for a period of five (5) years commencing on 8 March 2010 and shall expire on 8 March 2015. Any renewal of this Licensing Agreement shall be subject to the University's assessment of the performance of the Licensee and the current business environment in relation to the University's mission.

Date notarized: 25 June 2010

UP Diliman

Agreement on Academic Exchange and Cooperation between the University of the Philippines Diliman and the Institut National Des Langues Et Civilizations Orientales (INALCO)

Project: Academic Exchange

Particulars:

The parties will endeavor to cooperate in all fields and disciplines which are of mutual interest to them as follows:

- a. Mutual accreditation of courses or "unites de valeur";
- b. Exchange of faculty members and staff;
- c. Exchange of students;
- d. Joint research programs, undertaken in both countries, in the disciplines and fields which are the subject of mutual interest, the results of which shall be reciprocally shared and disseminated by both institutions;
- e. Exchange of information in educational and academic fields of interest to both parties; and
- f. Joint publication of matters of mutual interest.

Effectivity: Effective for three (3) years beginning on the First Semester of Academic Year 2010-2011

Date signed: 3 March 2010 (by INALCO)
12 January 2010 (by UP)

Memorandum of Understanding between the University of the Philippines Diliman and The Regents of the University of California, Represented by its Santa Cruz Campus (UCSC)

Project: Academic Collaboration

Particulars:

- a. Subject to Government policies, terms and conditions, UP Diliman shall be responsible for:
 1. Providing the UCSC researchers with access to the research station;
 2. Providing facilities for UCSC researchers; and
 3. Providing counterparts and assistance to UCSC researchers.
- b. UCSC shall be responsible for:
 1. Carrying out research that will assist the UP Diliman to enhance the scientific knowledge and management of the biological resources;
 2. Providing data, information, expertise and advice to UP Diliman in order to improve the management of the biological resources; and
 3. Where applicable, providing access to UP Diliman staff to UCSC research facilities.

Effectivity: Shall come into force on the date of last signing (January 15, 2010) and shall remain in force for a period of two (2) years

Date signed: 17 December 2009 (by UP)
15 January 2010 (by UCSC)

Memorandum of Understanding between the University of the Philippines and the Korea Foundation, Korea

Project: Visiting Professorship

Particulars:

- a. The Foundation shall directly provide the Visiting Professor with a round-trip and traveler's insurance, a monthly living allowance and the funds needed to acquire teaching materials for her teaching at the University;
- b. The University's Obligations:
 1. The University shall provide the Visiting Professor with free housing, office space and other resources, in accordance with the University's general practices for Visiting Professors. The University shall also be responsible in carrying out all administrative procedures necessary to ensure that the Visiting Professor obtains a proper visa and residence certificate; and
 2. Within ten (10) days after the end of the 2010-2011 academic year, the University shall submit an annual report, using the Foundation's report form detailing the activities of the Visiting Professor and the University's Korea-related programs.
- c. The University understands and accepts that future support of the visiting professorship could be reassessed if the University does not faithfully fulfil the obligations stipulated in Article 4-a and 4-b.

Effectivity: Shall be effective beginning June 1, 2010 to March 31, 2011

Date signed: 27 May 2010

Agreement of Cooperation between the University of the Philippines and the La Trobe University (LTU), Australia

Project: Collaboration in a wide variety of activities

Particulars:

The two Universities agree to explore collaboration in a wide variety of activities of mutual interest areas and in particular to develop more detailed proposals in each of the following:

- a. Student and Staff exchanges;
- b. Cooperation in the work of the Philippine Australia Studies Centre (PASC) at LTU;
- c. The development of capacity building projects in a variety of academic areas and providing for staff development programs at LTU;
- d. Arrangements for Visiting Lectures;
- e. Identification of areas where productive collaboration in research projects could be considered;
- f. Scholarship Programs;
- g. Consideration of the most effective way to access Australian Endeavour or AusAid Scholarships to support students from UP to attend LTU courses and to support staff exchanges;
- h. The development of appropriate short courses for both staff and students as part of capacity building programs at UP; and
- i. Student mobility programs at undergraduate or post graduate level.

Effectivity: Shall be effective for five (5) years from the date of signing in the instance and shall be subject to change, renewal and termination by mutual consent

Date signed: 18 December 2009 - (by the University)
18 January 2010 - (by the La Trobe Univ.)

Memorandum of Understanding between the University of the Philippines and the University of South Australia (UniSa)

Project: Cooperative activities

Particulars:

The cooperative activities to be undertaken by parties may include:

- a. Exchange of staff and students;
- b. Exchange of information for education for research purposes;
- c. Conduct of joint education and training;
- d. Conduct of joint research, publication and symposia; and
- e. Conduct of other activities considered by the parties to be of benefit to each party's educational and research programs.

Effectivity: Will be valid for three (3) years from the date of signing (March 9, 2010)

Date signed: 9 March 2010 - (by the University)
26 March 2010 - (by the Univ. of South Australia)

Memorandum of Understanding between the University of the Philippines and the Embassy of France in Manila (French Embassy)

Project: Academic Cooperation

Particulars:

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

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

Effectivity: Shall be effective for a period of three (3) years from date of signing

Date signed: 29 June 2010

Memorandum of Agreement (Third Renewal) between the University of the Philippines and the Miriam College Foundation, Inc. (MC)

Project: Academic Cooperation

Particulars:

- a. Within fields that are mutually acceptable and subject to the requirements of each university's own academic programs and other academic undertakings, the following forms of cooperation shall be pursued under the agreement:
 - Exchange of faculty for part-time teaching; and
 - Participation in seminars, lectures and academic meetings.
- b. Research collaboration and other related activities may also be pursued;
- c. Each party shall respect the academic freedom of the other in utilizing any intellectual output in accordance with the academic policies, including policies on intellectual property; and
- d. In the case of part-time teaching of faculty of one university in another, the rules and procedures governing such activity are embodied in Annex A, which shall form an integral part of the Agreement.

Effectivity: Shall be effective upon date of signing by the parties (May 13, 2010) and shall remain in force for three (3) years

Date notarized: 13 May 2010



Memorandum of Agreement between the University of the Philippines (Responsible Partner or "RP") through its Third World Studies Center and the Office of Presidential Adviser on the Peace Process (Implementing Partner or "IP")

Project: A Pilot Study on the Human Security Index in Eight Municipalities in the Philippines

Particulars:

Rights and Responsibilities of the RP

The RP, as the Responsible Partner for this particular Project, hereby agrees to undertake the following responsibilities:

- a. Activate and implement the Project within the context and policy guidelines of the GOP-UNDP Conflict Prevention and Peace Building Programme;
- b. Manage the effective and timely delivery of outputs and procurement of inputs as specified in the TOR;
- c. Accept and issue receipt thereof, in behalf of the IP, the funds allocated for the project and ensure the judicious and proper use of programme funds in a manner that is consistent with NIM guidelines;
- d. Coordinate project related concerns with the IP, thru the PMO as necessary; and
- e. Submit progress report and financial report to IP, thru the PMO as specified in the TOR.

Rights and Responsibilities of the IP

The IP, through the CPPB Project Management Office shall undertake the following responsibilities:

- a. Review, monitor and certify the satisfactory completion of outputs by the RP;
- b. Report the technical and financial delivery of the project to UNDP and NEDA through the IP, consistent with the NIM guidelines;
- c. Facilitate the procurement of goods and services in accordance with the TOR, if requiring the assistance of the UNDP Development Support Services Center;
- d. Facilitate the verification and audit of the RP's financial reports and records by the government and the UNDP authorized auditors;
- e. Resolve operational issues and concerns that may arise in the course of project implementation; and
- f. Maintain accountability for the production of outputs and use of programme funds and other resources.

Effectivity: Shall be effective upon signing of the parties and shall remain in force until December 31, 2010

Date notarized: 24 June 2010



Memorandum of Understanding between the University of the Philippines Diliman through its Center for International Studies (Grantee) and the National Commission for Culture and the Arts (NCCA)

Project: The Batad Ifugao House Restoration and Conservation Initiative

Particulars:

The Grantee shall:

- a. Submit Official Receipt or its equivalent for each tranche received from the NCCA;
- b. Utilize the Grant only for the Project in accordance with the approved Line Item Budget;
- c. Keep an accounting of the grant in accordance with generally accepted government accounting and auditing rules and regulations and which all records shall be made available for inspection by an NCCA staff or COA Auditor;
- d. Withhold all applicable taxes and remit them to the Bureau of Internal Revenue;
- e. Implement the Project according to the particularities and according to NCCA Guidelines on Project Implementation;
- f. Act as lead implementor of the Project;
- g. Undertake the local and national promotion of the Project in print, broadcast and other media and shall properly acknowledge the sponsorship of the NCCA in all media disseminations;
- h. Authorize the NCCA to include, partially or entirely the project output of the activity in the NCCA database and website;
- i. Coordinate regularly with the NCCA staff for the implementation, monitoring and assessment of the Project;
- j. Submit all liquidation reports as required by the NCCA within 2 months after the implementation of the Project;
- k. Submit Terminal Report to the NCCA Project Monitoring and Evaluation Division; and
- l. Submit one (1) copy of clear and broadcast quality video documentation of the Project in DVD format.

The NCCA shall:

- a. Appropriate the sum of PhP178,000.00 as financial assistance to the Grantee to be released in three (3) tranches; and
- b. Acknowledge its acceptance of the completed project if the results indicated in the inspection reports so warrant.

Date notarized: 17 June 2010

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

Project: Automated Rapid Reef Assessment System (ARRAS)

Project 1 Multi-sensor Reef Assessment (MSRA)

Project 2 Computerized Reef Assessment and Visualization (CRAV)

Particulars:

Operation of the Program

- a. The Program shall be undertaken by UPD-NIP in accordance with the approved program proposal and shall be monitored

by PCASTRD. The proponent shall acknowledge DOST's and PCASTRD's support on its facility and shall submit to DOST through PCASTRD, semi-annual accomplishment reports and an audited financial report within three (3) months after the completion of the program together with an annual technical report; and

Funding Assistance to the Program

- a. The DOST support for the Program for its Y1 grant shall be a financial grant of PhP7,408,851.00 to be expended as allocated in the approved Project Line-Item Budgets (Annex B). The Revised Guidelines Governing the Grants-In-Aid Program of DOST (Annex C) shall govern the implementation of the program.

Period of the Program: Shall be completed with a period of three (3) years with the initial Y1 grant covering the period May 1, 2010 to April 30, 2011. The projects shall be started immediately after the release of the project funds

Date notarized: 11 June 2010

Memorandum of Agreement between the University of the Philippines and the Securities and Exchange Commission (SEC) (First Party)

Project: Mandatory Continuing Legal Education (MCLE)

Implementing Unit: UP Law Center

Amount of the Project: PhP2,000.00 per SEC lawyer-participant with a minimum of 70 participants

Particulars:

- a. The Parties will jointly conduct an MCLE-accredited seminar on February 5 to March 12, 2010. For this purpose, the parties shall agree upon the specific topics and the lectures for the Seminar;
- b. Subject to Paragraph 1 of the MOA, the Second Party shall take charge of the design of the modules and its implementation including the accreditation of the participants by the MCLE Committee.

The First Party shall:

- a. Shoulder the costs for the food and venue of the activities; and
- b. Be responsible for the invitation and identification of the participants to the seminar.

Period of the Project: February 2 to March 12, 2010

Date notarized: 17 June 2010

Implementing Agreement between the University of the Philippines through the National Institute of Geological Sciences (NIGS) and the Institute for Research on Earth Evolution, the Japan Agency for Marine-Earth Science and Technology (IFREE/JAMSTEC)

Project: Research Cooperation on Dynamics and Evolution of the Earth System

Implementing Unit: National Institute of Geological Sciences, College of Science, UP Diliman

Particulars:

Principal Areas of Research Cooperation

The Parties agree to conduct researches across a range of field as follows:

- New technology of sample preparation for isotopic analysis;
- Origin of Large igneous Province such as Continental Flood Basalts (CFB) and Oceanic Plateaus, and origin of Oceanic Island volcanism;
- Petrology and geochemistry of igneous rocks from modern and ancient subduction and collision zones; and
- Modern and ancient oceanic anoxic environments and linkages between marine perturbations and volcanic eruptions.

Forms of Research Cooperation

The forms of the research cooperation are agreed as follows:

- To exchange scientists, post-doctoral researchers and/or graduate students to work on specific research projects of mutual interests;
- To exchange data and other scientific information in the fields of mutual interest;
- To implement cooperative research programs; and
- To hold meetings, when necessary, to review the progress of the current areas of research cooperation and to discuss plans for future cooperation.

Responsibilities

- Except as otherwise agreed in the separate written agreement, all the costs resulting from the research cooperation under this IA shall be borne by the Parties, based on the mutual understanding that the each Party shall be responsible for its own cost. The research cooperation under this IA shall be subject to the availability of funds.
- The Parties shall make their best efforts for visa formalities when the occasion arises to visit the other Party under this IA.
- The Parties shall be responsible for compliance with any domestic regulation or policy pertaining to import/export of goods and technical information, including payment or waiver of any fee or duty imposed.

Period of the Project: Will become effective from the date of the signature by the duly authorized representatives of the Parties and valid until March 31, 2012

Date signed: 8 January 2010 (by IFREE/JAMSTEC)
10 June 2010 (by UP)

Memorandum of Agreement between the University of the Philippines and the Sporteum Philippines, Inc. (SPORTEUM)

Project: SPORTEUM sports apparel and accessories with the brand ACCEL as the Official Outfitter of the UP Fighting Maroons

Particulars:

- a. SPORTEUM undertakes to supply, at its sole expense, the UP Fighting Maroons with basketball and other sports gear annually for the duration of the Agreement;
- b. SPORTEUM also undertakes to supply 250 pieces of Varsity jackets and 250 pieces Varsity shorts to the Varsity athletes and coaches to have a one look outfit before, during and after the

games on an annual basis, provided that the design and make for both years shall be the same;

- c. In exchange, subject to applicable laws and rules – particularly including, but not necessarily limited to, Republic Act No. 9184 and whenever appropriate, UP Diliman shall purchase ACCEL sports gear which SPORTEUM shall provide at a 35% discount;
- d. The UP Fighting Maroons Basketball Players of UP Diliman, specifically the regular players and members of its coaching staff:
 1. Shall incorporate the ACCEL logo in all the playing and practice uniforms alongside the UP and UAAP logos;
 2. Shall wear the uniforms before, during and after all UAAP and other tournaments, at and during its appearances and participation in all UAAP and all sport-related activities;
 3. May wear basketball shoes of another brand they prefer at no expense on the part of SPORTEUM. In such case, the player shall waive his right to receive the issuance of ACCEL footwear; provided, however, that they shall not be allowed to wear any headbands and wristbands, or other apparel that prominently displays another brand;
 4. Two (2) streamers to be displayed at the UP Fighting Maroons Home Court or UP Gym;
 5. Shall allow SPORTEUM to display ACCEL streamers in the playing or practice areas of the UP Fighting Maroons Basketball Team; and
 6. Shall ensure that the terms and conditions of the Agreement shall be strictly followed.

Effectivity: Shall be effective from June 1, 2010 to May 31, 2012 or during the duration of the 73rd season of the UAAP

Date notarized: 5 July 2010

Contract between the University of the Philippines through the Population Institute (Contractor) and the United Nations Population Fund (UNFPA)

Project: Data Collection Phase of Nationwide Survey on Young Adult Fertility and Sexuality (UNFPA-funded project)

Particulars:

The Contractor is expected to deliver the following:

- a. Raw data collected from at least two UNFPA project sites, using the English questionnaire;
- b. Final version of the survey instruments for the Muslim youth;
- c. Final version of the four main survey instruments prepared in at least five (5) major dialects; and
- d. Other activities as may be required for the timely completion of the assignment.

Amount of the Project: PhP4,197,000.00

Duration of the Project: Shall be for a period of four (4) months, commencing on April 27, 2010 and ending on or before August 27, 2010

Date signed: 26 April 2010

Property Management Agreement between the University of the Philippines and the Servicio Filipino Inc. (Property Manager)

Project: Management and Operation of the Residential Areas of the UP Centennial Dormitory, Phase 1 and Phase 2

Particulars:

Use of Residential Units

- a. The Property Manager shall admit to the Residential Areas for a term of one (1) Academic Year subject to the University rules, only UP undergraduate and graduate students (residents). Admission of residents shall be processed and pre-approved by the Office of the Vice-Chancellor for Student Affairs;
- b. The Property Manager shall provide each resident with a set of keys to the residential unit and closet, if any, assigned to such resident, with reasonable fees therefore approved by the UP Oversight Committee. The Property Manager shall at all times keep spare keys to each residential unit and closet;
- c. During Summer Holidays and as specifically authorized by the UP Oversight Committee, the Property Manager may admit transients and other qualified persons to the Residential Areas pursuant to University Rules and at rates approved by the UP Oversight Committee, provided that the residents shall have the first priority to occupy the Residential Areas during such period;
- d. The Property Manager is authorized to close the Residential Areas during the Summer and Christmas holiday break, only upon prior approval of the UP Oversight Committee and subject to sufficient security, janitorial and maintenance personnel;
- e. The Property Manager shall exert every effort to ensure that every resident promptly pay to the UP Cashier rentals and other fees as these fall due. Rentals and fees shall strictly follow the published/ approved rental and fee rates for UP;
- f. The Property Manager shall, on behalf of UP, execute and deliver any and all notices to and demands on residents who are delinquent in the payment of rentals and fees;
- g. The Property Manager shall post the necessary signs and notices to residents to enforce collections and other UP rules;
- h. The Property Manager shall operate and maintain a public-address or two (2)-way communication system between units and the Property Manager's office unit/ visitor's reception area for prompt and efficient communications;
- i. The Property Manager shall maintain its own books, records, and accounts, including other reports required by UP; relative to the Residential Areas operations. It shall prepare and submit to the UP Oversight Committee on or before the fifth (5th) day of the first month of each ensuing Quarter a report of the preceding Quarter's incomes and expenses containing monthly and year to date information; and
- j. The Property Manager shall at its sole cost employ a sufficient number of approximately trained, experienced and otherwise qualified competent personnel to enable it to efficiently and effectively carry out its obligations pursuant to the Agreement, including but not limited to janitorial, housekeeping, and security and administrative and maintenance staff.

Duration of the Agreement:

Shall take effect immediately upon its execution and shall remain in effect for five (5) years, unless earlier terminated in accordance with the provisions of the Agreement:

1. The five (5) year term for Phase 1, which shall be ready for occupancy not later than June 2010, shall commence to run from

the first day or property manager's assumption of duty, which shall not be later than five (5) days from receipt of UP's Notice to Proceed; and

2. The five (5) year term for Phase 2, which shall be ready for occupancy within one (1) year from execution hereof, commences to run from the first day of property manager's assumption of duty, which shall not be later than five (5) days from receipt of UP's Notice to Proceed; Provided that the five (5) year term for Phase 2 shall refer to the period of actual assumption to duty up to and until the expiry of the five-year term of Phase 1, it being understood that the expiry of the five (5) year term of the Property Managers, shall be simultaneous with that of Phase 1.

Amount of the Project: UP shall pay the Property Manager a total management fee of PhP6,637,267.37 for Phase I & II per year (at PhP3,318,633.68 per Phase per year).

Date notarized: 28 May 2010

N.B. The Board of Regents, at its 1237th and 1240th meetings, authorized the Oversight Committee of the UP Centennial Dormitory to appoint and designate the Property Manager. After a public bidding held on April 8, 2010 in accordance with RA 9184 and its Implementing Rules and Regulations (IRR), Servicio Filipino was found to be the lowest calculated responsive and complying bidder with technical and financial competence to manage the residential areas of the UP Centennial Dormitory.

Regent Cabrera pointed out that management of a UP Dormitory by Servicio Filipino, a private entity is something new in the University. He said that this set-up only worsens the trend towards contractualization in the University. The Staff Regent registered his objection to this set up because employees who used to be regular would now be irregular which means that anytime the employee could be laid off. Moreover, there are no benefits. The University is now being used as a mechanism to expand contractualization in the public sector. Regent Cabrera said that the University should be the first to oppose this kind of set up whereby an employee when he/she gets old could just be laid off. It is different, the Regent said when dormitories are managed by the regular employees of the University. These employees could even be second parents to students staying in the dormitories.

President Roman explained that the agreement pertains to the management of the Centennial Dormitory which was built by a private entity. Part of the donation was for the dormitory to be managed by a private party to ensure that the funds for the maintenance of the dormitory are set aside and to ensure that the residential areas of the dormitory are well maintained. The President made it clear that there is no intention to displace UP employees. The Centennial Dormitory is a donation and is different from the existing UP dormitories.

Chair Licuanan explained that this is a special case in the sense that part of the Agreement with the donor was that it should be managed by a private entity.

Regent Taguivalo pointed out that she objected to the project because it sets a new practice in the University, that of privatizing student services particularly dormitories. She asked what the background of Servicio Filipino is. She further asked where the PhP6M UP is paying Servicio Filipino is coming from.

The Faculty Regent was referred to the Appendix where a background information on the company was provided.

Chancellor Cao who was called in for this item, explained that the Memorandum of Agreement between the University of the Philippines, the Philippine Investment-Management (PHINMA) and the UP Engineering and Research Development Foundation, Inc. (UPERDFI) stipulated that the management and operation of the Centennial Dormitory shall be by a third party management group. The latter would operate and manage

the dormitory including paying for electricity, water and other utilities. The managers will not actually hold the money. The students will pay their fees at the UP Cashier's office. The management group, however, will advance all costs and expenses for utilities and services. Then, UP will pay them from the dormitory fees collected.

Consistent with the rules on procurement, the Chancellor informed the Board that Servicio Filipino was identified through public bidding. Because it is UP which will be paying the Property Manager, there has to be a certification as to the availability of funds. This is why the amount is in the Agreement. The University would pay Servicio Filipino, the Property Manager, a total management fee of PhP6,637,267.37 for phases 1 and 2 per year (at PhP3,318,633.68 per phase per year). Under the Property Management Agreement, according to Chancellor Cao, the Management fees, net of withholding taxes, shall constitute the full compensation for the services performed by the Property manager, including compensation and benefits of the Property Manager's staff, and maintenance and operating expenses such as, but not limited to supplies, refurbishing, utilities, equipment, security and janitorial services, insurance, taxes and other expenses incurred in the management and operation of the residential areas.

The Chancellor informed the Board that they had in fact difficulty getting a Property Manager because of the low fee. When asked by Regent Pascual how many bids the University got, Chancellor Cao answered "only one."

Chancellor Cao explained that there are two (2) third party managers in this transaction. There is the third party manager for the dormitory and another third party manager for the first floor. The second floor up to the fifth floor are the only dormitory spaces. The first floor is for service components such as computer shops, laundry, etc. There is already a failed bidding for the third party manager for the first floor of the dormitory. As per contract, if the dormitory residents fail to pay on time, the property manager will advance the payment for utilities.

Regent Taguivalo said that she thought it would be PHINMA who would manage the dormitory. The President pointed out that PHINMA is not in the business of managing dormitories.

On the question of the Faculty Regent on why the donors made a condition to the donation management by a third party, the President replied that the donors want to make sure that the residential areas are properly maintained.

Regent Taguivalo asked on the status of the Oversight Committee.

Chancellor Cao informed the Board that the Oversight Committee has been constituted. It is chaired by the Chancellor. As stated in the memorandum creating the Committee, the Chancellor said, there is no honorarium. The Chancellor clarified though that when committees are created, there are standard rates for honoraria as approved by the Board of Regents.

President Roman said that she finds nothing wrong with paying honorarium to people who are doing assignments outside of their official duties. Overseeing the management of a dormitory, the President said, is not part of a dean's job. There really is nothing wrong in paying honoraria.

Regent Taguivalo pointed out that the monitoring of dormitories is part and parcel of the work of the Vice Chancellor for Student Affairs. There is also the UP Diliman Housing Committee. The Faculty Regent said that the University is indeed getting into privatization of a particular student service of the University and the University is adopting new forms of rewards and benefits for faculty administrators. She recalled that she has already expressed this concern in a previous meeting of the Board. She added that there is a need to look into this given the pronouncement of President Aquino during his State of the Nation address that government personnel are enjoying more and more benefits and perks.

Chancellor Cao, reacting to the concerns raised by Regent Taguivalo, said that many committees are formed in the University. Sometimes, the functions of these committees are related to the jobs of the members.

The Chancellor cited as an example the Curriculum Committee of the University and the members are faculty members tasked to review curricular proposals. For the longest time, the Chancellor said, the members of the Curriculum Committee have not been paid at all. Now, they are paid PhP1,000 each as honorarium. If the University invokes the principle that people should not be paid for doing something related to their job, most of the committees in the University will not be paid honoraria.

The Chancellor made it clear that rates paid to committee members are all approved by the Board.

The Curriculum Committee is different from an Oversight Committee, according to Regent Taguiwalo. She asked if the University could be transparent and tell how much the members of the Oversight Committee get as honoraria.

The Chair said that the way she understood it, the existing rates shall be applied to the Oversight Committee.

Chancellor Cao made it clear that they have not been paid at all.

In the future, according to Chair Licuanan, when the Oversight Committee is paid, it would be according to the prescribed rates.

Regent Cabrera reiterated an earlier point he raised. He asked how the University could protect the workers. It is the case in government that when one grows old and retire, he/she would be entitled to retirement benefits. Under the new set up, because workers are under a third party management, they can be dismissed anytime and when they grow old, there is no assurance of retirement benefits. When they are harassed or exploited, they cannot even turn to UP because the latter would simply tell them that the University has nothing to do with them.

Asked by the Chair if what he meant was how Servicio Filipino treats its workers, the Staff Regent said that he has no actual experience yet with the company. His experience relates to the cases of janitors and security personnel.

Chair Licuanan pointed out that the University should look into how these private companies treat their workers, if this is always in accordance with the UP values and principles.

President Roman explained that in the case of janitors and security personnel, the University requires an Escrow Fund. In the event that these janitors and security personnel are not paid by their agencies, UP will draw from the Escrow Fund. The University also requires the SSS receipts before the agencies are paid.

Regent Pascual suggested that the University should make sure that the minimum standards of labor management are incorporated in the Agreement with Servicio Filipino. Since this is the first time this is being done, UP, according to Regent Pascual should take the lead and play the demonstrational role on how to treat labor properly.

Regent Co manifested her concern that the University is now on the road to privatization and different commercialization schemes. This is the first time she said that a private entity would manage a dorm in the university which is fundamentally a basic student service. It is alarming, according to the Student Regent, that the maintenance of a dormitory would depend on the fees paid by the students.

President Roman moved that the Board confirm the Agreement with Servicio Filipino.

Regent Cabrera registered his objection to the motion of the President on the ground that UP regular employees should manage the dormitories and the facilities. This issue, according to the Chair should have been raised when the Board accepted the donation for the dormitory. Regent Taguiwalo explained that there was no Staff Regent yet when the Board accepted the donation.

The Chair proceeded to divide the house. The results were as follows:

For Confirmation of the Agreement – 4 (Regents Roman, Pascual, Sarmiento and Gonzalez)

Against Confirmation – 3 (Regents Taguiwalo, Co and Cabrera).

The Property Management Agreement with Servicio Filipino was thus confirmed.

UP Manila

Memorandum of Agreement between UP Manila (University) and the National Museum of the Filipino People (NMFP) (Institution)

Project: On-the-Job Training for Student Trainees of UP Manila

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

Particulars:

- a. The University shall be responsible for briefing the on-the-job trainees who intend to conduct practicum exposure in the Institution as part of the University's curriculum;
- b. The University shall provide the on-the-job student-trainees the basic orientation on work values, behaviour, and discipline to ensure smooth cooperation with the Institution;
- c. The University shall issue an official endorsement vouching for the well being of the on-the-job student-trainee which shall be used by the Institution for processing the application of the student-trainee;
- d. The University shall voluntarily withdraw a student-trainee who is found to misbehave and/or acts in defiance to existing standards, rules and regulations of the Institution and impose necessary university sanctions to the said student-trainee;
- e. The Institution, upon consultation with the University, may require qualified students to submit themselves to examinations, interviews, and to file pertinent documents to support their applications;
- f. The Institution is not obliged to employ student-trainee upon completion of the training;
- g. The student-trainee shall be personally responsible for any and all liabilities arising from negligence in the performance of his/her duties and functions while under training;
- h. There is no employer-employee relationship between the Institution and the student-trainee; and
- i. The duration of the program shall be equivalent to two hundred (200) working hours unless otherwise agreed upon by the Institution and the University.

Effectivity: Effective on the day of the agreement is mutually signed by the parties. Implementation will commence immediately and shall continue to be valid thereafter until a written notice is given by either party thirty (30) days prior to the date of intended termination.

Date signed: 12 May 2010



UP Open University

Memorandum of Agreement between UP Open University and the Cagayan State University (CSU)

Project: Distance Education Program

Particulars:

UPOU shall be obligated to:

- a. Provide necessary funds for the honoraria of the coordinator and the study tutors as well as assistance in the form of maintenance and operating expenses, including supplies, travel and sundry for the implementation of the program;
- b. Disburse funds through the UPOU Learning Center at CSU, in accordance with the applicable government accounting and auditing rules and regulations; and
- c. Require the submission of a quarterly status of funds/liquidation before a sub-allotment of funds shall be released. For this purpose, a copy of the Program Budget and the Financial Procedures for the learning center are made integral parts of the Memorandum.

Responsibilities of CSU:

The CSU, as the cooperating institution of the program, shall be obligated to:

- a. Look for an appropriate space within its university to locate the UPOU learning center;
- b. Provide and ensure the availability of sufficient rooms where the study sessions and face-to-face laboratory courses will be conducted;
- c. Provide the use of the UPOU Learning Center and the study session rooms to UPOU, free of charge;
- d. Help establish materials to market and advertise the Distance Education Program to recruit prospective students;
- e. In case such services are required by UPOU, to allow its staff to be available as learning center coordinators or assist as study tutors; and
- f. To allow and make available the services of its administrative people in the preparation and submission of quarterly status reports of funds/liquidation to the UPOU.

Effectivity: Effective for a period of one (1) year starting June 1, 2010 up to May 31, 2011, and shall be automatically renewed under the same terms and conditions unless sooner terminated by either party, provided that a 30-day written notice by anyone of the parties shall have been served on the other party and ongoing academic programs are not prejudiced.

Date notarized: 11 May 2010

Memorandum of Agreement between UP Open University and the Unibersidad De Sta. Isabel (USI)

Project: Distance Education Program

Particulars:

UPOU shall be obligated to:

- a. Provide necessary funds for the honoraria of the coordinator and the study tutors as well as assistance in the form of maintenance and operating expenses, including supplies, travel and sundry for the implementation of the program;

- b. Disburse funds through the UPOU Learning Center at USI, in accordance with the applicable government accounting and auditing rules and regulations; and
- c. Require the submission of a quarterly status of funds/liquidation before a sub-allotment of funds shall be released. For this purpose, a copy of the Program Budget and the Financial Procedures for the learning center are made integral parts of the Memorandum.

Responsibilities of USI:

The USI, as the cooperating institution of the program, shall be obligated to:

- a. Look for an appropriate space within its university to locate the UPOU Learning Center;
- b. Provide and ensure the availability of sufficient rooms where the study sessions and face-to-face laboratory courses will be conducted;
- c. Provide the use of the UPOU Learning Center and the study session rooms to UPOU, free of charge;
- d. Help establish materials to market and advertise the Distance Education Program to recruit prospective students;
- e. In case such services are required by UPOU, to allow its staff to be available as learning center coordinators or assist as study tutors; and
- f. To allow and make available the services of its administrative people in the preparation and submission of quarterly status reports of funds/liquidation to the UPOU.

Effectivity: Effective for a period of one (1) year starting June 1, 2010 up to May 31, 2011, and shall be automatically renewed under the same terms and conditions unless sooner terminated by either party, provided that a 30-day written notice by anyone of the parties shall have been served on the other party and ongoing academic programs are not prejudiced.

Date notarized: 11 May 2010

Memorandum of Understanding between UP Open University and the Living Life Well Natural Health Hub (LLW)

Project: Collaboration on the development of training course modules on wellness and alternative healing

Particulars:

- a. The cooperation between UPOU and LLW shall be based on the principles of mutual benefit and respect for each other's independence;
- b. UPOU and LLW may pursue other forms of cooperation, within fields that are mutually acceptable and subject to the requirements of each institution's own education programs, research activities and other undertakings.
- c. The Parties recognize that the MOU does not, and cannot, address all the circumstances and issues that may arise during its duration. The process undertaken by the Parties in accordance with this MOU will be dynamic in nature, and may change over time. This MOU, may therefore, be amended in writing, at any time by the mutual written agreement between the Parties.

Effectivity: Effective on and after the date of signing by the respective authorized signatories of both institutions and shall remain in force until terminated by either party

Date notarized: 27 May 2010

UP Mindanao

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

Project: Putting Up a Purok Center and Women's Organization Hall inside the titled Property of UP Mindanao

Particulars:

The Barangay Council of Mintal has officially designated the former Southern Frontier Day Care Center to be now called "Purok Center and the Women's Organization Hall of Purok 19" (Purok Center) situated at the Mintal property of UP Mindanao.

UP Mindanao grants permission to the Barangay Council of Mintal to put up the aforementioned Hall at its property subject to law and existing rules and regulations of the University.

Effectivity: The Agreement shall be valid for a period of three (3) years starting from the date of its execution/notarization. However, as far as the First Party is concerned, the effectivity of the Agreement shall commence only upon the confirmation by the UP Board of Regents.

Date notarized: 25 May 2010

OTHER MATTERS

Confirmation of "SAGAD" Awards Approved by the President

The President, by virtue of the authority granted her by the Board, approved the grant of "SAGAD" Awards to faculty members who have reached Professor 12 level, as follows:

Dr. GRACE J. ALFONSO	UP Open University
Dr. MA. THERESA L. DE VILLA	UP Open University
Dr. NEMAH N. HERMOSA	UP Open University
Dr. FELIX LIBRERO	UP Open University
Prof. DELFIN L. TOLENTINO	UP Baguio
Prof. MINDA J. FORMACION	UP Visayas
Prof. NORMA F. FORTES	UP Visayas
Prof. GAUDIOSAA. GONZALES	UP Visayas
Prof. LEONOR M. SANTOS	UP Visayas
Prof. AUGUSTO E. SERRANO, JR.	UP Visayas
Prof. EBONIA B. SERASPE	UP Visayas
Prof. IDA JOSEPHINE L. SIASON	UP Visayas

Board action: CONFIRMATION.

Request of the National College of Public Administration and Governance (NCPAG) to Name the Street Perpendicular to Jacinto Street and in front of ISSI and SOLAIR leading to NCPAG as the Raul P. de Guzman Street Upon Recommendation of the Committee on Naming Buildings, Streets, Parks

The request is meritorious and the aforementioned street at present is not named. It would be but fitting to name it after the late Dean Raul P. de Guzman.

The ISSI and SOLAIR have no objections to naming the street after Dr. de Guzman.

Board action: CONFIRMATION.

Official Logos of the Center for Gender and Women Studies and the College of Pharmacy of UP Manila

The official logos of the UP College of Pharmacy and the Center for Gender and Women Studies were chosen among the entries submitted in their respective logo-making contest. The said logos shall be governed by the Principles and Policies on Intellectual Property Rights of the University. Under the said Policies, the University shall own these trade or service marks. The respective institutions are enjoined to register their logos with the Intellectual Property Office through the Technology Licensing Office of the University.

Center for Gender and Women Studies

The outer circle bears the name of the office and at the same time has the symbol of the female, with three females of different skin and hair color, meaning the CGWS promotes the institutionalization of gender-fair perspective and framework to the whole UP Manila community. The contents of the inner part of the logo represent the dedication of UPM CGWS to continuously develop gender-sensitive perspective in teaching, training programs, scientific researches, patient health services in all health sector units specifically clinical and public health education programs and in the delivery of gender-responsive health policy research paradigms, information systems under a systematic and strategic plan of action for engendering the health sector through health science education, research, and training.

College of Pharmacy of UP Manila

The UP College of Pharmacy Centennial Celebration (1911-2011) is depicted by the three major groups of stylized shapes and figures that form the letters C, P and the number 100.

Inside the letter P is the Bowl of Hygeia which stands for the pharmacy profession and two Alibata characters corresponding to the letters U and P. Collectively, these figures represent the UP College of Pharmacy's leadership in pharmacy education and research.

The Oblation inside the letter C symbolizes the self-offering of the College in the Service of the nation and its readiness to face the future challenges of the next century.

The shapes and pictures inside the 100 symbolize the Department of Pharmacy, Industrial Pharmacy and Pharmaceutical Chemistry, respectively – the solid foundations on which the College of Pharmacy firmly stands.

Maroon and forest green are the University of the Philippines' official colors and the gold color of the number 100 represents the College of Pharmacy's excellence not only for the past 100 years but for the next centuries to come.

Board action: APPROVAL.



Proposal to Confirm the Status of the UP Los Baños – University Health Service as A Second Level Hospital

Chancellor Luis Rey Velasco, in a letter to President Roman, dated 1 June 2010 requests that the status of UPLB's University Health Service be confirmed as a Second Level Hospital. This is in view of an opinion rendered by the UP Manila Legal Office that the hospital's operation as a Second Level Hospital is an ultra vires act since there was no requisite approval from the Board of Regents. This opinion was affirmed by the Office of the Vice President for Legal Affairs in an opinion dated 14 November 2008. However, after revisiting the pertinent documents, the Office of the Vice President for Legal Affairs is of the opinion that the accreditation of the UPLB-UHS as a Second Level Hospital was initially an ultra vires act which was eventually ratified by the Board of Regents. There is nothing in the documents presented that would show that there was an explicit request for, and approval of, the accreditation of the UPLB-UHS as a Second level Hospital by UP Los Baños. However, in its 1125th meeting held in October 1998, the Board of Regents approved the realignment of funds that will be utilized in the procurement of hospital equipment necessary for the upgrading of the UPLB-UHS as a Second Level Hospital.

The UPLB-UHS has maintained its social relevance and existence in the UPLB community parallel to its mission and vision. It has taken numerous initiatives in implementing health care reforms in adherence to quality facilities and services that benefitted the UPLB constituents. It has also carried out various collaborative programs and initiatives with local and international agencies. As such, the UPLB-UHS is the only secondary government hospital in Los Baños and nearby communities which provides sophisticated medical and medical related ancillary services.

Board action: CONFIRMATION.

National Science Complex Site Development Plan

Governance

The National Science Complex (NSC) was established on 8 December 2006 by Presidential Executive Order 583. The NSC is operated by the University of the Philippines through the College of Science, UP Diliman.

Purpose

To provide a nurturing and enabling environment for Filipino scientists, researchers and students.

Location

The NSC occupies a 21.9-hectare contiguous area in the southeast portion of UP Diliman. The Science Complex location is stipulated in the UP Diliman Land Use Plan that was approved by the UP Board of Regents on 23 June 1994.

NSC Completion Program

The Philippine government allocated a total of PhP 1.7B [PhP 500M in 2006, PhP 500M in 2008 and PhP 700M in 2009] to complete the infrastructure requirements of the NSC and to establish a number of technology incubation centers within the NSC.

The College of Science

It is composed of eleven constituent units: 1. National Institute of Geological Sciences (NIGS), 2. The Marine Science Institute (MSI), 3.

National Institute of Molecular Biology & Biotechnology (NIMBB), 4. National Institute of Physics (NIP), 5. Natural Sciences Research (NSRI), 6. Institute of Biology (IB), 7. Institute of Chemistry (IC), 8. Institute of Environmental Science & Meteorology (IESM), 9. Institute of Mathematics (IM), 10. Science & Society Program (SSP), 11. Materials Science & Engineering Program (MSEP).

Mission of the College

1. To generate new scientific knowledge that improves our understanding of how Nature works (scientific research & development).
2. To train the next generations of scientists and researchers of the Philippines (Generation of human capital).

CS Manpower (1st semester, AY 2010-2011)

PhD Faculty: 149 (58% of regular CS faculty items), PhD students: 182, MS students: 595, BS students: 1650

Degree Programs

Undergraduate: 7 (Applied Physics, Biology, Chemistry, Geology, Mathematics, Mol Biology & Biotechnology, Physics); Graduate: 21

Major Infrastructures To Be Built

NSC Road Network & Site Development (1), Major Buildings (9), Rehabilitation of Existing CS Buildings (5)

Start of first NSC Construction Project: February 2008

Status of NSC Completion Program as of July 15, 2010:

1. NSC Road Network (Phase I) – 100% completed
2. NIP Administration and Faculty Wing (Completed)
3. IC Research Wing – more than 95% completed, IM Building 2 – more than 80% completed
4. NIP Lecture Pavilion – on going
5. IC Teaching Wing – on going
6. NIMBB Building – suspended pending approval of NSC Master Plan
7. IB Building – on going
8. IESM Building – on going
9. CS Administration Building – architectural design on going
10. Rehabilitation of IM Building 1, NIP Research Wing, NIGS Building, MSI Building, CS Library Building – design and plan phase.

Importance of Approving the NSC Site Development Master Plan:

The immediate approval by the BOR of the NSC Master Plan will allow UP to proceed with the following projects:

1. Construction of the new NIMBB Building (currently suspended)
2. Rehabilitation of Regidor Street – construction of new Rotunda between IB and NIMBB Buildings, construction of new rotunda between IC Research Wing and IC Teaching Wing, construction of drainage system along entire Regidor Street within NSC, Installation of proper road lighting system, construction of proper pedestrian sidewalks and parking spaces.
3. Improvements in main NSC Road Network – installation of humps, street signs, road reflectors, safety fences, etc. Rubble masonry (rip rap) of road embankments

4. Construction of new pedestrian pathways connecting NSC Buildings
5. Replacement of NSC fences along CP Garcia Avenue and development of green buffer zone to minimize pollution (noise and carbon emission) to NSC.
6. Rehabilitation of existing buildings (NIGS, MSI, Math, NIP Research Wing, NSRI) and parking lots.
7. Other NSC site improvements.

The funds needed to carry out the above projects will have to be obligated not later than 31 December 2010.

Board action: APPROVAL.

Request of President Roman for Authority to Travel to Tainan, Taiwan from 2-4 October 2010 to Attend the 2010 SATU Presidents' Forum

The President requests permission to travel on official time from 2 - 4 October 2010, inclusive of travel time, to attend the 2010 SATU Presidents' Forum which will be held at the National Cheng Kung University in Tainan, Taiwan. October 2 - 3 is a weekend. 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 her 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 Hanoi, Vietnam from 9 - 15 November 2010 to Attend the Board of Trustees Meeting of the International Rice Research Institute

The President requests permission to travel on official time from 9 - 15 November 2010, inclusive of travel time, to attend the Board of Trustees meeting of the International Rice Research Institute (IRRI) of which the UP President is ex-officio member.

The IRRI will cover everything except the President's salary during the period and the usual pre-travel allowance.

From UP, the President requests the usual pre-travel allowance to be taken from the UP International Linkages Fund.

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

Board action: APPROVAL.



Concerns of the Student Regent

1. On Laboratory Fee Increases

This issue was presented from the floor by Regent Co. Her Position Paper reads as follows:

"As the Student Regent of the University of the Philippines System, my mandate is to represent the students of the university system, whether they are certificate, non-degree, undergraduate, graduate and post-graduate students as stipulated in the section 12, sub-section 1-G of the Republic Act 9500 or also known as the UP Charter of 2008.

As of Academic Year 2007-2008, there have been numerous laboratory fee increases proposals that are proposed by numerous College Administrations for the procurement of equipment and tools needed in the laboratories that are necessary for teaching and learning. Majority of the proposed laboratory fee increase proposals has been approved that is in accordance with RA 9500 which states in Section 13 that the Board of Regents has the capacity to fix tuition and other fee increases:

Power and Duties of the Board of Regents – The administration of the national university and the exercise of its corporate powers are vested in the Board of Regents:

(m) To fix the tuition fees and other necessary school charges, as the Board may deem proper to impose, after due and comprehensive consultation with the students concerned. Such fees and charges, including government support and other income generated by the national university, shall constitute special trust funds and shall be deposited in an authorized government depository bank. Any and all interest that shall accrue therefrom shall from part of the same funds for the use of the national university.

However, honourable members of Board of Regents, let us review the rationale of the tuition and other fee increase approved by the UP Board of Regents in December 2006. According to the 11th point of the Primer on the Proposal to Adjust Tuition and Other Fees released by the Office of the UP President as per Memorandum Number PERR 06-036 in September 12, 2006.

UP's income will be used to cover increasing cost of power and other utilities, procurement of equipment and upkeep of facilities, purchase of books and maintenance of journal and library subscriptions, and enhancements of teaching and research.

In the primer's 12th point it has been said that in order:

To reflect the adjustments for these three expenditure items, UP's miscellaneous fees will be adjusted by campus as follows:

Campus Existing Proposed

- I. Category I
 - Diliman P515.00->P2,000.00
 - Los Baños P515.00->P2,000.00
 - Manila P565->P2,000.00
- II. Category II
 - Baguio P595->P1,405.00
 - Visayas P595->P1,405.00
 - Mindanao P830.00->P1,640.00

With the approval of the Tuition and Other Fee increases in December 2006, it has been clear that the use of the miscellaneous fee

Will translate into quality academic services (in terms of instruction and supervised research) provided by highly qualified faculty members, improved student-computer ratios, increased internet access, well-maintained teaching and research laboratories with state-of-the-art equipment

As stated in the 14th point of the said primer.

With the clear justification of the 2006 Tuition and Other Increase, the Laboratory Fee Increase proposals from the College Administrators that had been considered and approved by the Board of Regents from 2007 up to this date raise an issue of redundancy in the collection of the said fees. Since the justification of the approved laboratory fee increases that have been approved by the Board of Regents and the 2006 Tuition and Other Fee Increases are the same in principle, the fees implemented are now in question.

Where did the tuition and miscellaneous fee increments of the 2006 Tuition and Other Fee Increases (TOFI) Policy go to?

Why do the colleges need new laboratory fees increases if there are funds available to cover the expenditures needed for the procurement of equipment?

These are the inquiries that caught the SR's attention. With the redundant collection of fees of the Univeristy, it burdens even more the current and future Iskolar ng Bayan, especially those who belong to lower income bracket and put some of them in the situation that they cannot even pay their dues to the university. Therefore with this approval of redundant fees, the University Administration violates Section 9 of the RA 9500 which states that:

The national university shall take affirmative steps which may take the form of an alternative and equitable admission process to enhance the access of disadvantaged students, such as indigenous peoples, poor and deserving students, including but not limited to valedictorian and salutatorians of public high schools, and students from depressed areas, to its programs and services.

In line with the ideals of the UP Charter of 2008, the undersigned is thus requesting the honourable members of the Board to support the following:

- The Student Regent, together with the University and College Student Councils, launch and conduct a comprehensive review of the laboratory fees proposed by the college administrations of the University system, approved by the Board of Regents; and
- Suspend the deliberations of the current laboratory fee increase proposals of college administrations to the Board of Regents.

CORI ALESSA C. CO (Sgd)
Student Regent
University of the Philippines System"

Board action: The President agreed to support the proposed review of laboratory fees approved by the Board since 2007. She did not, however, agree to the suggestion to suspend the deliberations of proposed laboratory fee increases.

2. Motion to Amend the Previously Approved Schedule of Public Forum of the Search for the Next UP President (Please see related discussion under Report of the Faculty Regent)

The Motion of the Student Regent is as follows:

"The Board of Regents (BOR) approved on its 1257th (Special) Meeting held on 14 July 2010 at the BOR Room, UP Diliman, Quezon City, the Timetable for the Search of the Next UP President. The Nominees' Fora is scheduled on 24 September 2010, 1 - 4 pm in UP Diliman via video conferencing. According to Section 13 (Powers and Duties of the Board of Regents) of the UP Charter, given that the BOR is the Search Committee for the UP President Selection, it has the power

(j) To elect the President of the University for single term of six (6) years following a process of democratic consultation with the university community based on standards and guidelines set by the Board.

In line with the concept of democratic consultation, holding just one public forum would not address all the issues raised by the constituent universities. In the 4th Sectoral Regents' Forum entitled 'The Search for the Next UP President: Criteria, Process and Experience' held last 15 July 2010 in the ACCI Auditorium at UP Los Baños, and its 5th leg on 23 July 2010 in the PGH Science Hall at UP Manila, it has also been deemed insufficient to hold just one public forum via video-conferencing because of the UP System's wide scope and large population.

According to the excerpt from the Minutes of the 1182nd Meeting of the BOR held on 27 May 2004, the BOR defined the Selection Process for the 19th UP President, in Sec. 23.2 [to] hold public fora in all constituent universities. Each constituent unit is unique. It has its own problems and sectors that must be addressed in such an important undertaking.

Although there are budget constraints, we must not compromise the democratic selection of the person who will lead the whole UP System for the next six years. Thus, the search process should be able to involve the active participation of all the sectors and stakeholders from all the constituent universities.

The Office of the Student Regent, considering the importance of comprehensive consultation for this momentous undertaking and the UP System's budget constraints, moves to hold public fora in the UP System's constituent universities with the largest population, namely in Diliman, Manila, Los Baños and video-conferencing for Baguio, Visayas and Mindanao on these dates:

Manila	14 September
Diliman	24 September
Los Baños	05 October
Baguio, Open University, Visayas, Mindanao (video-conferencing)	15 October

CORI ALESSA C. CO (Sgd)
Student Regent
University of the Philippines System"

3. On the Large Lecture Class Policy of UP Los Baños

The Student Regent submitted the following position:

"As a student of the University of the Philippines System, my mandate is to represent the students of the university system, whether they are certificate, non-degree, undergraduate, graduate and post-graduate students as stipulated in the Section 12, sub-section 1-G of the Republic Act 9500 or also known as the UP Charter of 2008.

On January 4, 2010, the Office of the Chancellor of UP Los Baños released Memorandum No. 001, Series of 2010, regarding the implementation of the Large Classes Policy on all of the General Education courses starting the 1st semester of 2010-2011. As stated in the memorandum, it justifies that class size does not affect the performance of the students. After the release of the said memorandum, the series of events occurred to oppose the implementation of the said policy by the UP Los Baños faculty and studentry, due to the anti-student, anti-faculty and anti-academic freedom aspects. Despite the massive opposition, the UP Los Baños administration continued the implementation of this policy, this 1st semester of 2010-2011.

The Republic Act 9500 or commonly known as the UP Charter of 2008 states the "Powers and Duties of the Board of Regents" in Section 13 sub-section a:

The administration of the national university and the exercise of its corporate powers are vested in the Board of Regents.

The Board shall exercise the following specific powers and duties:

(a) To define in general terms the thrusts of the national university and adopt broad policy guidelines to ensure their implementation;"

In accordance to this provision of the UP Charter of 2008, during the 1255th Board of Regents (BOR) Meeting, the motion of Faculty Regent Judy Taguiwalo to form a Regent's Committee to look into the issues raised by the studentry and faculty regarding the full-scale implementation of the large classes policy for evaluation/policy formulation/amendments by the BOR, has been approved. However, it has not been said when the Regents' Committee will be formed in order to look upon the Large Class Policy.

In line with the ideals of the UP Charter of 2008, the undersigned is thus requesting the Honorable Members of the Board to convene the Regents' Committee this 1257th BOR Meeting in order to have a faster response to the issues as mentioned.

CORI ALESSA C. CO (Sgd)
Student Regent
University of the Philippines System"

N.B. The Student Regent gave the members of the Board a copy of the "Manifesto of Unity," from concerned students, alumni, faculty and staff of UPLB. This manifesto declares its opposition to the large class policy of the current administration of UPLB.

Regent Co pointed out the need to conduct an immediate review of the large class size policy.

President Roman informed the Board that her own review is ongoing. The campuses have already created their respective committees for this purpose. Based on the report of the Vice President for Academic Affairs, reports are due by September. The President recalled that when the Board took this up, it was Regent Pascual who suggested that the Board wait for the recommendations of the President.

Regent Taguiwalo pointed out that the ongoing review is on the Revitalized General Education Program (RGEP) which was implemented in 2001. The Large Class Size Policy was adopted by UPLB only in January 2010. The Faculty Regent said that the Board is talking of two different levels here. The RGEP has long been implemented and the Large Class Size Policy is a relatively new phenomenon. The concerns include the following: what process does adoption of the large class size policy go through. This is so because, the policy did not go through the University Council for approval; the policy involves the use of large class lecture for all RGEP courses.

The President assured the Board that issue of the large class size is part of the ongoing review of the RGEP.

MATTERS NOTED

News Clippings on the Search for the Next UP President

UP Law Centennial Textbook Writing Project

The Centennial Textbook Writing Project ("Project") aims to promote legal scholarship by encouraging faculty of the UP College of Law to write textbooks on their fields of expertise. It also aims to further develop legal education by disseminating high quality legal materials for students that may be used by students and professors in other schools.

The funding for this program comes from a Special Allotment Release Order (SARO).

DEEDS OF DONATION

UP Manila

Deed of Donation between the University of the Philippines Manila (Donee) and the Section of Pediatric Gastroenterology, Hepatology and Nutrition of the Department of Pediatrics, College of Medicine/Philippine General Hospital (Donor)

The Donor provided financial assistance for the Donee to so carry out its objective, particularly on April 15, 2000 donating the sum of PhP500,000.00 for the establishment of Professorial Chair in Pediatric Gastroenterology, Hepatology and Nutrition.

The Donor desires to further provide financial assistance for the Donee to carry out its objectives.

Donations: USD 16,000 and PhP29,000.00

Purpose: Establishment of Perla D. Santos Ocampo UP Centennial Professorial Chair in Pediatric Gastroenterology, Hepatology and Nutrition

Beneficiary Unit: Department of Pediatrics, College of Medicine/Philippine General Hospital

Particulars:

- a. The Donation shall be used to support the awarding of the Professorial Chair referred to at the College of Medicine, UP Manila;

- b. The Donee undertakes to have the Professorial Chair referred to renamed into the Perla D. Santos Ocampo UP Centennial Professorial Chair in Pediatric Gastroenterology, Hepatology and Nutrition;
- c. The Donee shall manage the Donation and only its earnings may be used in awarding the Perla D. Santos Ocampo UP Centennial Professorial Chair in Pediatric Gastroenterology, Hepatology and Nutrition; provided that the Donee is hereby authorized to commingle the Donation with other funds that the Donee manages; provided, finally, that the Donee shall be reimbursed for the costs of such fund management at an amount equivalent to Ten Percent (10%) of whatever earnings are generated from such management of the Donation;
- d. The Perla D. Santos Ocampo UP Centennial Professorial Chair in Pediatric Gastroenterology, Hepatology and Nutrition shall be awarded in accordance with the applicable policies and guidelines of the University of the Philippines in effect as of such awarding, not inconsistent with the above-enumerated terms; and
- e. This arrangement may be amended by mutual written consent of the Donor and the Donee.

The Donee accepts and acknowledges receipt of the Donation, and expresses its sincere appreciation to the Donor.

It is understood that the Donee's acceptance of the Donation is subject to the formal establishment of the Perla D. Santos Ocampo UP Centennial Professorial Chair in Pediatric Gastroenterology, Hepatology and Nutrition.

UP Diliman

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

Donations: Various Equipment, as follows:

- Zocca cutting machine
- Alpha Surface grinder
- Rockwell hardness tester
- Specimen mounting press
- Sample polisher
- Metallograph
- Mettler Balance
- Metal Disintegrator
- Ultrasonic Tester
- Photodeveloper/enlarger set
- Ball cutter

End user: Department of Mining, Metallurgical and Materials Engineering, College of Engineering, UP Diliman

Particulars:

- a. The Donor hereby transfers and conveys, by way of donation, unto the Donee the absolute ownership of the donated 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;
- b. The Donee undertakes to properly maintain the Donated Equipment and utilize them solely for the purpose intended; and
- c. The Donor undertakes to extend all available assistance to the Donee in installing the Donated Equipment at the DMMME Building, UP Campus, Diliman, Quezon City and in training personnel selected by the Donee in the use of the same.

Date notarized: 16 June 2010

UP Foundation, Inc.

Deed of Donation between the UP Alumni Association of Nevada (Donor) and the University of the Philippines Foundation, Inc (Donee)

Donation: USD30,000.00

Purpose: Establishment of UPAA Nevada UP Centennial Professorial Chair

Beneficiary Unit: College of Music, UP Diliman

Particulars:

- a. The donation shall be used to support the establishment and awarding of a professorial chair at the College of Music, UP Diliman
- b. The Donee shall manage the donation and only its earnings may be used in awarding the UPAA Nevada UP Centennial Professorial Chair;
- c. The UPAA Nevada UP Centennial Professorial Chair shall be awarded in accordance with the applicable policies and guidelines of the University of the Philippines in effect as of such awarding, not inconsistent with the above-enumerated terms; and
- d. The Agreement may be amended by mutual consent of the Donor and the Donee.

Deed of Donation between the UPAA DC Maryland Virginia Chapter (Donor) and the University of the Philippines Foundation, Inc (Donee)

Donation: USD33,223

Purpose: Establishment of UPAA DCMDVA UP Centennial Faculty Grant

Beneficiary Units: UP Manila and UP Visayas

Particulars:

- a. To be divided equally, the donation shall be used to support the establishment and awarding of two faculty grants to be known as the UPAA DCMDVA UP Centennial Faculty Grant at the UP Manila and UP Visayas;
- b. The Donee shall manage the donation and only its earnings may be used in awarding the UPAA DCMDVA UP Centennial Faculty Grants;
- c. Such UPAA DCMDVA UP Centennial Faculty Grants shall be awarded in accordance with the applicable policies and guidelines of the University of the Philippines in effect as of such awarding, not inconsistent with the above-enumerated terms; and
- d. The Agreement may be amended by mutual consent of the Donor and the Donee.

Date notarized: 8 July 2010



CONTRACTS/AGREEMENTS

UP System

Contract of Lease between the University of the Philippines and the UP Provident Fund Incorporated (UPPFFI)

Area: Portion of the UCIDS, Ang Bahay ng Alumni, UP Diliman

Rental Rate: PhP4,000 per month

Duration of Lease: The Contract shall have a term of seven (7) months commencing on January 1, 2010 and automatically expiring on July 31, 2010 unless sooner revoked, rescinded or pre-terminated.

Date notarized: 9 July 2010

UP Diliman

Construction Management Services Agreement between the University of the Philippines and the DCCD Engineering Corporation (Construction Management Consultant)

Project: Construction Management Services for the Proposed Energy and Environmental Engineering Building

Amount of Contract: PhP4,952,160.00

Mode of Procurement: Public bidding in accordance with RA 9184 and its implementing rules and regulations

Particulars:

- a. The Scope of Services, Duties and Responsibilities of the Construction Management Consultant are set forth in the Terms of Reference which is stated and made an integral part of the Agreement;
- b. In the implementation of the Project, the Construction Management Consultant shall provide such qualified and experienced technical personnel as required to carryout the services, including, but not limited to:

ROBERTO S. NUEZ	Construction Manager/Team Leader
ROMEL M. DIVINAGRACIA	Resident Engineer
MARVIN M. MAMAACLAY	Quality Control/Materials Engineer
MARJOREE R. GERONIMO	Quantity Surveyor
JOSE ANTONIO V. LUCES	Project Architect
KENNEDY C. MACABUHAY	Electrical Engineer
PRUTO J. RAMOS	Plumbing/Sanitary Engineer
EDGAR P. DE SILVA	Mechanical Engineer

who, unless upon prior written approval of the Office of the Campus Architect (hereinafter referred to as "OCA"), shall not be replaced or in any way substituted as such; and

- c. The Construction Management Consultant has posted a Performance Bond issued by Malayan Insurance Co., Inc. dated 20 January 2010 in the amount of PhP1,485,648.00 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.

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

Period of Contract: The Construction Management Consultant shall perform the services under the Agreement and complete the Project to the satisfaction of the University within Three Hundred Sixty Five (365) Calendar Days. For the first phase of the Project, the actual construction works will be four (4) months as specified in the Notice to Proceed for Phase 1 of the Project. The second phase of the Project, the actual construction works will be eight (8) months, as specified in the Notice to Proceed for Phase 2 of the Project, but the services of the Construction Management Consultant shall also be required approximately one (1) month after construction completion of Phase 2 of the Project.

Date Notarized: 19 February 2010

Two (2) Construction Agreements between the University of the Philippines and the Mechanics Construction Corporation (Contractor)

1. Project: Proposed Renovation of the DNA Analysis Laboratory, Phase 2

Amount of Contract: PhP422,154.84

Mode of Procurement: Public bidding in accordance with RA 9184 and its implementing rules and regulations.

Particulars:

- a. For and in consideration of the performance and accomplishment of the works and the correction of any defects therein, the University shall pay the Contractor the total amount of PhP422,154.84 subject to pertinent laws on government contracts and auditing procedures. The said Contract Price is inclusive of all duties, taxes, licenses, premiums, fees and charges which may accrue by virtue of the Works, such as but not limited to permit and registration fees, municipal and personal property taxes, fees for storage or consumption, employment taxes, payments and contributions imposed by law, and insurance;
- b. The relationship of the University to the Contractor is that of an independent contractor. Nothing in the Agreement shall be construed as creating an employer-employee relationship between the University and the Contractor, its sub-contractor, employees, agents, or workers;
- c. The Contractor shall indemnify, hold free and harmless, and defend at its own expense the University and its officials, agents, employees, or workers, from and against all suits, claims, demands, and liabilities of any nature or kind, including costs and expenses associated therewith, arising out of acts or omissions of the Contractor, its employees, workers, or sub-contractors in the performance of any activity in connection with the WORKS, including those that may be initiated by its employees, workers, agents, sub-contractors, or by any other entity or person against the University by reason of or in connection with the WORKS;
- d. The Agreement and the Contract Documents mentioned in the Agreement shall be interpreted in a manner as to render harmony to ensure the full and satisfactory completion of the WORKS. In case of doubt or conflict between and among any

items or provisions of the Contract Documents, and/or between and among any of the Contract Documents and the Agreement, the Contractor shall refer the same in writing to the University for clarification and guidance. The clarification or determination made by the University shall be binding and conclusive upon the Parties;

- e. The Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines and the Parties thereby submit to the exclusive jurisdiction of the competent Courts of Quezon City, Provided, that prior to any resort to the filing of an action in court or any quasi-judicial body, the parties shall endeavor to amicably settle any dispute according to the provisions of Republic Act No. 9285 otherwise known as the "Alternative Dispute Resolution Act of 2004", Provided further, that disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be referred thereto in accordance with Executive Order No. 1008, otherwise known as the "Construction Industry Arbitration Law"; and
- f. Should any provision of the Agreement be declared illegal, invalid or unconstitutional by the court of law, the rest of the other provisions not affected thereby shall remain valid, subsisting and binding.

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: 45 Calendar Days as specified in the Notice to Proceed issued by the University

Date Notarized: 17 May 2010

2. Project: Proposed Retaining Wall at K-2 Library located at UP Integrated School, UP Diliman

Amount of Contract: PhP327,155.91

Mode of Procurement: Public bidding in accordance with RA 9184 and its implementing rules and regulations.

Particulars:

- a. For and in consideration of the performance and accomplishment of the works and the correction of any defects therein, the University shall pay the Contractor the total amount of PhP327,155.91 subject to pertinent laws on government contracts and auditing procedures. The said Contract Price is inclusive of all duties, taxes, licenses, premiums, fees and charges which may accrue by virtue of the Works, such as but not limited to permit and registration fees, municipal and personal property taxes, fees for storage or consumption, employment taxes, payments and contributions imposed by law, and insurance;
- b. The relationship of the University to the Contractor is that of an independent contractor. Nothing in the Agreement shall be construed as creating an employer-employee relationship between the University and the Contractor, its sub-contractor, employees, agents, or workers;
- c. The Contractor shall indemnify, hold free and harmless, and defend at its own expense the University and its officials, agents, employees, or workers, from and against all suits, claims, demands, and liabilities of any nature or kind, including costs and expenses associated therewith, arising out of acts or omissions of the Contractor, its employees, workers, or sub-contractors in

the performance of any activity in connection with the WORKS, including those that may be initiated by its employees, workers, agents, sub-contractors, or by any other entity or person against the University by reason of or in connection with the WORKS;

- d. The Agreement and the Contract Documents mentioned in the Agreement shall be interpreted in a manner as to render harmony to ensure the full and satisfactory completion of the WORKS. In case of doubt or conflict between and among any items or provisions of the Contract Documents, and/or between and among any of the Contract Documents and the Agreement, the Contractor shall refer the same in writing to the University for clarification and guidance. The clarification or determination made by the University shall be binding and conclusive upon the Parties;
- e. The Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines and the Parties thereby submit to the exclusive jurisdiction of the competent Courts of Quezon City, Provided, that prior to any resort to the filing of an action in court or any quasi-judicial body, the parties shall endeavor to amicably settle any dispute according to the provisions of Republic Act No. 9285 otherwise known as the "Alternative Dispute Resolution Act of 2004", Provided further, that disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be referred thereto in accordance with Executive Order No. 1008, otherwise known as the "Construction Industry Arbitration Law"; and
- f. Should any provision of the Agreement be declared illegal, invalid or unconstitutional by the court of law, the rest of the other provisions not affected thereby shall remain valid, subsisting and binding.

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

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

Date Notarized: 17 May 2010

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

Project: Proposed College of Science Administration Building, National Science Complex

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

Amount of Contract: PhP4,777,640.00

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 UP College of Science Administration 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 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:

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

c. The professional regular services shall be done in phases, as follows:

- Pre-Design Phase
- Design Development Phase
- Contract Documents Phase
- Bidding (Pre-Construction) Phase
- Construction Phase

d. In the implementation of the Project, the Design Consultant shall provide such qualified and experienced technical personnel as required to carryout the services, including, but not limited to the following personnel:

EDMUNDO MANUEL V. LOPEZ	Team Leader
EDUARDO B. LAPARAN	Design Architect
RICARDO J. CUETO, JR.	Structural Engineer/Designer
HENRY I. MALLONGA	Electrical Engineer
EDUARDO M. MACAWILE	Mechanical Engineer
GUIA S. MATAMOROSA	Sanitary Engineer
ERNESTO C. ROQUE	Geotechnical Engineer
PAULO G. ALCAZAREN	Landscape Architect

who, unless upon prior written approval of the Office of the Campus Architect (OCA), shall not be replaced or in any way substituted as such.

Period of Contract: One Hundred Twenty (120) calendar days from the date specified in the Notice to Proceed

Date notarized: 20 May 2010

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

Services: 4th Extension of Security Contract for UP Diliman North Sector

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

Amount of Contract: PhP6,374,913.04 (1 May 2010 to 30 June 2010)

Mode of Procurement: Extension of Contract previously awarded through Public Bidding

Particulars:

- a. Glocke Security System, Inc. shall continue to provide security services to the north sector of UP Diliman until a winning bidder takes over the security operations for the north sector security services; and
- b. The University shall pay for the period of extension, corresponding to same rates in the Principal Contract, PhP6,374,913.04 1 May 2010 to 30 June 2010)

Statement of Compliance: In contracting with Glocke Security System, Inc., the provisions of RA 9184 and its IRR-A, the Government Accounting and Auditing Manual, and the University Rules and Regulations have been complied with.

Effectivity: 7:00 a.m. of 30 April 2010 to 7:00 a.m. of 30 June 2010 unless sooner terminated by the University.

Date notarized: 18 June 2010

UP Open University

Three (3) Memoranda of Agreement between UP Open University and the Central Book Supply, Inc (CBSI)

1. Printing of UPOU Books and Modules through the Print-on Demand (POD) Method in accordance with the instructions of UPOU and with Terms and Conditions Provided Therein

Printing Cost: PhP374,379.00

Particulars:

- a. UPOU shall give clear instructions to CBSI regarding the details of the printing of its books and modules. Any changes or modifications on the instructions shall be communicated to CBSI within two (2) days from receipt of CBSI of the original instructions, otherwise CBSI may not be held liable should it print the books and modules in accordance with the terms of the original instructions. Any additional costs or charges arising from the changes and modifications on the instructions shall be for the account of UPOU. Any request for printing may be cancelled by UPOU within the same period of two days from the receipt by CBSI of the request for printing, provided that the actual printing of the books or modules has not been commenced.

- b. Warranties of CBSI:
 - 1. CBSI warrants that only the exact number of course books and modules will be printed as needed and as instructed by

UPOU; and

2. CBSI also guarantees that it shall not over-print any of the course books and modules of UPOU.
- c. The copyright to the course books and modules of UPOU printed by CBSI shall belong to UPOU and its writers, as the case may be. The UPOU hereby assumes sole responsibility, for any civil, criminal or administrative action that may arise in relation to the contents of the said course books and modules;

No copyright is transferred to CBSI by virtue of the Agreement. Accordingly, CBSI is not authorized to print, publish, reproduce or sell any of the books and modules of UPOU without the latter's prior written consent.

- d. CBSI shall provide a control system in monitoring the number of copies of the books and modules printed. UPOU shall have the right to inspect the appropriate records of CBSI after giving the latter prior notice in writing at least three (3) business days before the intended inspection.

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

Effectivity: Effective immediately upon signing of the parties and shall continue in effect until December 31, 2010

Date notarized: 3 June 2010

2. Printing of UPOU Books and Modules through the Print-on Demand (POD) Method in accordance with the Instructions of UPOU and with Terms and Conditions Provided Therein

Printing Cost: PhP280,000.00

Particulars:

- a. UPOU shall give clear instructions to CBSI regarding the details of the printing of its books and modules. Any changes or modifications on the instructions shall be communicated to CBSI within two (2) days from receipt of CBSI of the original instructions, otherwise CBSI may not be held liable should it print the books and modules in accordance with the terms of the original instructions. Any additional costs or charges arising from the changes and modifications on the instructions shall be for the account of UPOU. Any request for printing may be cancelled by UPOU within the same period of two days from the receipt by CBSI of the request for printing, provided that the actual printing of the books or modules has not been commenced.
- b. Warranties of CBSI:
 1. CBSI warrants that only the exact number of course books and modules will be printed as needed and as instructed by UPOU; and
 2. CBSI also guarantees that it shall not over-print any of the course books and modules of UPOU.
- c. The copyright to the course books and modules of UPOU printed by CBSI shall belong to UPOU and its writers, as the case may be. The UPOU hereby assumes sole responsibility, for any civil,

criminal or administrative action that may arise in relation to the contents of the said course books and modules;

No copyright is transferred to CBSI by virtue of the Agreement. Accordingly, CBSI is not authorized to print, publish, reproduce or sell any of the books and modules of UPOU without the latter's prior written consent.

- d. CBSI shall provide a control system in monitoring the number of copies of the books and modules printed. UPOU shall have the right to inspect the appropriate records of CBSI after giving the latter prior notice in writing at least three (3) business days before the intended inspection.

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

Effectivity: Effective immediately upon signing of the parties and shall continue in effect until December 31, 2010

Date notarized: 3 June 2010

3. Printing of UPOU Books and Modules through the Print-on Demand (POD) Method in accordance with the Instructions of UPOU and with Terms and Conditions Provided Therein

Printing Cost: PhP320,000.00

Particulars:

- a. UPOU shall give clear instructions to CBSI regarding the details of the printing of its books and modules. Any changes or modifications on the instructions shall be communicated to CBSI within two (2) days from receipt of CBSI of the original instructions, otherwise CBSI may not be held liable should it print the books and modules in accordance with the terms of the original instructions. Any additional costs or charges arising from the changes and modifications on the instructions shall be for the account of UPOU. Any request for printing may be cancelled by UPOU within the same period of two days from the receipt by CBSI of the request for printing, provided that the actual printing of the books or modules has not been commenced.
- b. Warranties of CBSI:
 1. CBSI warrants that only the exact number of course books and modules will be printed as needed and as instructed by UPOU; and
 2. CBSI also guarantees that it shall not over-print any of the course books and modules of UPOU.
- c. The copyright to the course books and modules of UPOU printed by CBSI shall belong to UPOU and its writers, as the case may be. The UPOU hereby assumes sole responsibility, for any civil, criminal or administrative action that may arise in relation to the contents of the said course books and modules;

No copyright is transferred to CBSI by virtue of the Agreement. Accordingly, CBSI is not authorized to print, publish, reproduce or sell any of the books and modules of UPOU without the latter's prior written consent.

- d. CBSI shall provide a control system in monitoring the number of copies of the books and modules printed. UPOU shall have the right to inspect the appropriate records of CBSI after giving the latter prior notice in writing at least three (3) business days before the intended inspection.

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

Effectivity: Effective immediately upon signing of the parties and shall continue in effect until December 31, 2010

Date notarized: 3 June 2010

Contract of Lease between the University of the Philippines Open University (UPOU) and Ifugao State University (IFSU)

Project: Lease of space to be used by UPOU as testing/examination venue on the exam dates designated by UPOU

Amount of Contract: PhP18,000.00

Particulars:

- a. IFSU shall designate a room that can serve as testing/examination venue for UPOU students on designated examination dates and shall bill the UPOU the corresponding rental fees incurred for such use; and
- b. UPOU shall specify the dates/time that it shall require the testing/examination venue, and shall send a proctor to oversee the conduct of the examination.
- c. UPOU shall pay at a fixed daily rate of PhP1,500.00 for actual use thereafter. Lease payment shall be paid by UPOU within seven (7) working days after receipt of the billing from IFSU. Payment shall be issued the corresponding official receipt by IFSU; and
- d. It is understood that IFSU shall make a room within its premises available for rent to UPOU at anytime the latter shall require a testing/examination venue, for the entire duration of the Agreement.

Effectivity: Effective for a period of one (1) year, beginning 1 February 2010 and maybe renewed by the parties every year thereafter, unless sooner terminated by prior sixty (60) days written notice by either party

Date notarized: 30 March 2010

Contract of Lease between the University of the Philippines Open University (UPOU) and Marinduque State College (MSC)

Project: Lease of space to be used by UPOU as testing/examination venue on the exam dates designated by UPOU

Amount of Contract: PhP12,000.00

Particulars:

- a. UPOU shall lease an area of approximately 80 square meters of office space located at the Marinduque State College, Tanza,

Boac, Marinduque, for exclusive use as a testing center, for a consideration at a fixed monthly rate of PhP1,000.00 for actual use thereafter; and

- b. UPOU shall specify to the MSC the dates/time that it shall require the testing/examination venue, and MSC shall make the same available on the dates specified;
- c. It is understood that the aforestated consideration includes the cost of electricity, water and janitorial services; and
- d. UPOU shall pay the rental fee within seven (7) working days after receipt of the billing from MSC. Rental payments shall be issued the corresponding official receipt.

Effectivity: Effective for a period of one (1) year(s), beginning 1 June 2010 and maybe renewed by the parties every year thereafter, unless sooner terminated by prior sixty (60) days written notice by either party

Date notarized: 26 May 2010

**1259TH MEETING
27 AUGUST 2010**

MATTERS ARISING FROM THE PREVIOUS MEETINGS

Revised Timetable for the Search Process for the Next UP President

In the last meeting of the Board, Regents Taguiwalo and Co brought to the attention of the Board the request from those who attended the sectoral fora, that a "Nominees Forum" outside of UP Diliman be held. There is also a proposal to elect the next UP President in a special meeting of the Board. It is for these reasons that the timetable for the Search Process is proposed to be amended as follows:

1. Constitution of the Search Committee	2 June 2010
2. Discussion of the Criteria for the Selection of the UP President	14 July 2010
3. Call for Nominations	15 July 2010 to 25 August 2010
4. Evaluation/Screening of Nominees	27 August 2010 (Friday) BOR Meeting, UP Mindanao
5. Uploading in the UP Website of the List of Nominees Including Their CVs and Vision Papers	28 August 2010
6. Nominees' Fora	September to October 2010 Sept. 20 (Monday) 1:30-4:30 pm UP Los Baños Sept. 24 (Friday) 1:30-4:30 pm UP Diliman Oct. 14 (Thursday) 1:30-4:30 pm UP Manila
7. Presentation of Vision and Programs before the BOR and Interviews	8 November 2010 (Monday) 8:00 am – 4:00 pm BOR Room, UP Diliman



8. Election of the New President (Special BOR Meeting, BOR Room, Quezon Hall)	17 November 2010 (Wednesday)
	OR
	18 November 2010 (Thursday)
	OR
	19 November 2010 (Friday)
	OR
	22 November 2010 (Monday)
	OR
	1 December 2010 (Wednesday)
OR	
2 December 2010 (Thursday)	
OR	
3 December 2010 (Friday)	

Board action: APPROVAL. The date for the Special Meeting where the new President will be elected will be decided by the Board at its next meeting.

N.B. President Roman explained that the fora have to be scheduled in the afternoon to give the Technical Team enough time to set up the equipment for the live video streaming of the activity.

Regent Cabrera informed the Board of the sentiments of the UP Mindanao constituents in the forum that they recently held. The UP Mindanao constituents noticed that the fora are concentrated in Luzon and there are none in the Visayas and Mindanao. They are requesting that a forum be held in UP Mindanao just like in the past, for them to have a chance to meet the nominees for the UP Presidency.

Another concern raised during the forum was regarding the teleconferencing. If the weather does not cooperate, this would have an effect on the live streaming of the Public Fora. The UP Mindanao constituents are now asking for other possible options.

President Roman recalled that in a previous meeting of the Board, the agreement was to hold just one big forum that would be video-streamed live in the other campuses. But because of concerns raised by the Faculty Regent, a compromise was made to hold the "Nominees' Fora in three big campuses i.e., UP Diliman, UP Los Baños and UP Manila. These would still be video streamed live to the other CUs. There would be opportunities from the other CUs to ask questions.

Regent Taguivalo suggested that the UP website be made available for questions that could be raised during the public fora.

NSTP Law and its IRR

1. Opinion of the Vice President for Legal Affairs (Memorandum No.: TOT-2010-144 dated 20 July 2010)

Hereunder is the pertinent opinion from the Office of the Vice President for Legal Affairs:

"This is with reference to the letter dated May 28, 2010 of then Acting Defense Secretary Norberto B. Gonzales to the President forwarding a copy of the Implementing Rules and Regulations (IRR) of Republic Act No. 9163 or the National Service Training Program (NSTP) Law and asking UP to take the lead in implementing the NSTP under the IRR, particularly section 4 (c) and section 8, par. 2a.

We have reviewed the IRR of the NSTP Law and note that some provisions of the IRR appear to be invalid as they add requirements not found in the NSTP Law itself; further, they also contravene the provisions of the UP Charter, particularly on academic freedom.

Of particular significance are the following provisions of the NSTP Law and the IRR, which we place side by side so as to demonstrate the impermissible addition by the IRR of a requirement that is not found in the law:

NSTP LAW	NSTP IRR	Comments
SECTION 4. Establishment of the National Service Training Program.— There is hereby established a National Service Training Program (NSTP), which shall form part of the curricula of all baccalaureate degree courses and of at least two (2)-year technical-vocational courses and is a requisite for graduation, consisting of the following service components: (1)The Reserve Officers' Training Corps (ROTC), which is hereby made optional and voluntary upon the effectivity of this Act; xxx	Sec. 4. Coverage. – xxx b. All higher educational institutions including State Universities and Colleges (SUCs) and technical-vocational education institutions must offer upon enrolment, all the three (3) NSTP components. However, State Universities and Colleges (SUCs) are required to maintain and provide the ROTC component.	Under the NSTP Law, the ROTC component is declared to be optional and voluntary while the IRR makes the same mandatory.
SECTION 10. Management of the NSTP Components. — The school authorities shall exercise academic and administrative supervision over the design, formulation, and adoption and implementation of the different NSTP components in their respective schools: Provided, That in case a CHED- or TESDA-accredited non-government organization (NGO) has been contracted to formulate and administer a training module for any of the NSTP components, such academic and administrative supervision shall be exercised jointly with that accredited NGO: Provided, further, That such training module shall be accredited by the CHED and TESDA. The CHED and TESDA regional offices shall oversee and monitor the implementation of the NSTP under their jurisdiction to determine if the trainings are being conducted in consonance with the objectives of this Act. Periodic reports shall be submitted to the CHED, TESDA and DND in this regard.	Sec. 8. Monitoring and Evaluation. xxx a. Management a.1 The school authorities shall exercise academic and administrative supervision over the design, formulation, adoption and implementation of the different NSTP components in their respective schools, subject to the provisions of this IRR. xxx a.4 In the case of ROTC, the school authorities and DND, subject to the policies, regulations and programs of DND on the military component of the training, shall exercise joint supervision over its implementation. xxx a.6 The DND shall formulate and administer training modules for the ROTC program.	Notably the NSTP Law itself does not give the DND any power to implement or supervise any component of the NSTP Program; the DND's only participation is to receive periodic reports. Under the IRR, the DND is given the power to "formulate and administer the training modules for the ROTC program" and also "joint supervision" with the University authorities over the implementation of the ROTC component, which was earlier made mandatory by the IRR in violation of the NSTP Law's declaration that the same is optional.

The Supreme Court has uniformly held that an implementing rule may not add, modify or diminish any provision of the law that it seeks to carry out; any such implementing rule is void for being ultra vires. (See *Pharmaceutical and Health Care Association of the Philippines v. Secretary of Health*, G.R. No. 173034, October 9, 2007, among others) Thus, the provisions of the IRR making the ROTC component effectively mandatory and giving the DND powers to formulate and administer training modules as well as exercise joint supervision over the ROTC component may be challenged for being ultra vires.

Further, the 1987 Constitution guarantees academic freedom to institutions of higher learning. Particularly, the UP Charter guarantees academic freedom under section 5; moreover, section 27 of the Charter mandates that "(n)o statutory or other issuances shall diminish the powers, rights, privileges and benefits accorded to the national university under this Act or enjoyed at present by it under other issuances not modified or repealed under this Act." The Supreme Court has, in many cases, defined "academic freedom" according to Justice Felix Frankfurter's by now paradigmatic four freedoms, i.e., the freedom to determine (1) who may teach; (2) what may be taught; (3) how it shall be taught; and (4) who may be admitted to study. (See *Ateneo de Manila University v. Hon. Ignacio Capulong*, G.R. No. 99327, May 27, 1993, among others). This simply means that, in complying with the NSTP Law, the University is guaranteed the right to determine how it will teach the NSTP components, who will teach these components, what may or who will be taught.

An IRR provision that mandates the intervention of the DND violates institutional academic freedom, guaranteed both under the Constitution and the UP Charter.

As a final matter, we note that the IRR was signed also by the then Chair of the Commission on Higher Education, Dr. Emmanuel Y. Angeles. Because the CHED Chairperson sits de officio as Co-chair of the Board of Regents, any public challenge to the IRR may place the current Co-Chair and CHED Chairperson Dr. Patricia Licuanan in a difficult situation.

As a response to the letter of the then Acting Defense Secretary then and so as not to place the CHED Chairperson and Co-Chair of the Board of Regents in a difficult situation, may we respectfully recommend that our legal position, as well as the position of the students as reported to the Board by the Student Regent, be transmitted to the current Defense Secretary, Hon. Voltaire Gazmin, for his consideration. We do not recommend, at this time, a legal challenge and would instead hope that the DND Secretary would opt not to pursue this matter and that he may initiate the move to change some of the provisions of the IRR so as to make the same conform to the law." (Memorandum No. TOT-2010-144)

Position of the Office of the Student Regent

Hereunder is the position of the Office of the Student Regent:

"Included in the 1256th Board of Regents Meeting Agenda is the letter of then acting Defense Secretary Norberto B. Gonzales to the President forwarding a copy of the Implementing Rules and Regulations (IRR) of Republic Act No. 9163 or the National Service Training Program (NSTP) Law. In particular, this letter has also asked the University to implement the NSTP under the provisions of the revised IRR.

Before the year 2001, all male college students are required to undergo the Reserved Officers' Training Corps (ROTC) Program to train them as reserved military forces. This program was abolished in 2001 when ROTC officials from the University of Sto. Tomas killed Mark Chua who exposed the ongoing corruption occurring in the program and how it serves as a venue for recruitment of the Student Intelligence Network (SIN). The collective action from the ranks of students across the country led to the passage of the NSTP Law wherein college students are now given the option to take either ROTC, CWTS (Civic Welfare Training Service), or LTS (Literacy Training Service).

Under the Arroyo administration, we have seen how the state of the Philippine educational system has further crumbled. With its commercialized, colonial, and fascist orientation, we have seen how Noynoy Aquino, in time for the 2010 National Elections, has tried to win the hearts and minds of the Filipino youth in its motherhood statements regarding the education sector. But as what we have seen and heard, the first State of the Nation Address of the current administration did not bear any agenda to genuinely answer the crisis that we face as students and people of this country; its promise to allocate greater state subsidy to the education sector or its confrontation to the wide-scale human rights violations the previous administration has committed. Instead, the revised IRR of the NSTP Law or the mandatory ROTC is what has been one of the top of the administration's agenda for change.

This only implies that the revival of the mandatory ROTC would only further the fascist orientation of the education sector today. We have seen how school administrations and even the military have consciously used such program in suppressing any form of advancing students' rights and welfare. As early as 2000, cadets of the ROTC have been recruited to the Student Intelligence Network which carries the objective to collect information on students that have been critical to the administration. According to different human rights' organizations, this objective has been a major concern since the 'collection of information' is part of the systemic and organized approach of the military linking them to numerous cases of enforced disappearances and political killings of activists from the different sectors of the Filipino people, including students and the youth.

The OSR is in the position that aside from the revised IRR's inconsistencies with the existing NSTP Law, its implementation would not only disregard academic freedom but would also pave the way for further accounts or militarization, repression, red-baiting, and witch-hunting in the University. Also, the corrupt ideals that this program brings have been historically exposed. In this light, the OSR deems that mandatory ROTC should not be recognized and implemented in the University of the Philippines."

Board action: **The Board took note of the position presented by the Vice President for Legal Affairs and the Student Regent.**

N.B. The President said that the legal opinion and the stand of the Office of the Student Regent on the NSTP and its IRR would be discussed with the Chancellors to have a united stand on this.

On the Proposed Grant of Cash Award to Employees of the Office of Admissions (OA)

At its 1255th meeting held on 27 May 2010, the Board approved the proposal to grant cash awards to employees of the Office of Admissions to recognize their dedication and untiring efforts to come out with untainted UPCAT results at the earliest possible time. The cash award shall be given to regular, contractual, casual and regular emergency personnel who have performed satisfactorily during the UPCAT Cycle for 2011 after the UPCAT results are released. Furthermore, the cash award will be given only if the target date for the UPCAT results is met, which will be not later than the second working week of January 2011.

Regent Cabrera proposed that the cash award be considered also for UPCAT Cycle 2010. President Roman said that this would be subject to availability of funds.

In a letter dated 27 July 2010, the Staff of the Office of Admissions appealed for the release of the cash award for UPCAT cycle 2010.

At its 1258th meeting held on 29 July 2010, President Roman informed the Board that the letter was referred to the Vice President for Academic Affairs for comment and recommendation. She suggested

that the Board wait for the comments of the Vice President for Academic Affairs.

The Vice President for Academic Affairs submitted her position on the matter at this meeting. Hereunder is the position paper:

“At the onset, I want to put on record that I recognize the dedication and untiring efforts of the officials and many of the staff of the Office of Admissions (OA) at various stages of UPCAT operations. Having been involved with the Office of Admissions in various capacities... as Item Writer for Chemistry and Test Developer for the Science and Math subtest in my capacity as Professor of Chemistry, as University Registrar of UP Diliman during the period 1990-1993 when UPCAT was still under the UP Diliman Office of the University Registrar, as the 1st Director of the Office of Admissions sometime in 1994, as UPCAT Roving Supervisor when I was VCAA of UP Diliman, and now as VPAA as Chair of the Committee overseeing the entire operations of the OA, the Office of Admissions being one of the offices under the OVPAA... I believe there’s no official in the University at this time who has been as involved, and really knows and appreciates, what it takes to accomplish the important functions of the Office. And it is this appreciation that made me endorse the proposal to grant a Cash Award to the employees of the Office of Admissions for meritorious performance for UPCAT 2011 and to serve as an incentive for the timely release of UPCAT results.”

The Proposal which was recommended to and approved by the BOR

To recognize the dedication and untiring efforts to come out with untainted UPCAT results at the earliest possible time, it is proposed that employees of the Office of Admissions (OA) be given cash award charged against the UPCAT Trust Fund. The cash award shall be given to regular, contractual, casual and regular emergency personnel who have performed satisfactorily during the UPCAT cycle for 2011 after the UPCAT results are released. The cash award will be PhP10,000 each if there are at least 65,000 UPCAT applicants, and PhP8,000 each for less than 65,000 applicants.

It is further proposed that the cash award be given only if the target date for the release of the UPCAT results is met, which is not later than the second working week of January 2011.

Currently, the OA has a total of 40 personnel, this will amount to a maximum of PhP400,000 or PhP320,000.

This cash award was conceptualized to make it unique for the Office of Admissions because there are many other units in UP whose officials and staff are as dedicated and whose functions are also very important to UP operations.

The table below shows that past UPCAT results have not met their target dates. And it was for this reason that the cash award was proposed to serve as an incentive for the OA officials and staff for the timely release for UPCAT 2011.

UPCAT results used to be posted sometime in April or March. The late posting of results was the most cited reason why students do not eventually enrol in UP. With improvements in the processing system, UPCAT results were thereafter released earlier. For example, UPCAT 2005 and UPCAT 2006 results were released on February 19, 2005 and February 28, 2006, respectively.

The main cause of the delay is the cleaning up of the applicants’ data to ensure accuracy of the database. The need to clean the data is a result mostly of the inconsistencies and omissions in the info/data submitted by the applicants themselves (which can be detected only by a thorough review of the encoded data) and the inaccuracies in the encoding of these data by the OA personnel. (For instance, the fact that there are at least 15 San Juan National High Schools all over the country can cause difficulties in the encoding and matching of grades to grading systems and adjustment factors. In the scanning of answer sheets, the names and identification numbers of examinees sometimes become invalid/

unreliable because of wrong/incorrect/incomplete shading.) The speed in encoding, document review and data analysis also vary from one staff to the other. Nevertheless, OA officials believe that the efficiency of encoding by the OA staff can be improved by minimizing these encoding inaccuracies, by faster encoding without sacrificing accuracy and by further improvements in the computer systems.

In 2006, the challenge given by UP administration and some other UP constituents was to release the UPCAT results in December. In a meeting of the UPCAT Committee overseeing the UPCAT, it was believed that with the number of improvements already and about to be introduced in the processing as well as improvement in the speed and accuracy of encoding of applicants’ data by the OA personnel, it was possible to release the UPCAT results towards the end of December. However, the Committee also believed that there was not much to gain in releasing the results in December. In fact, it will make more students and their families very sad during Christmas and New Year. The UPCAT Committee was composed of the VPAA; the newly appointed Director of OA, Dr. Ameurfina Santos; the Deputy Director of OA, Prof. Gerald Franco; the Program Development Associates of the OVPAA for UPCAT and Computerization, Professor Evangel Quiwa and Prof. Edgardo Atanacio, respectively.

Thus, it was agreed that UPCAT results shall be released on the 1st Friday after the resumption of classes in January, i.e. the Friday of the 1st working week of January. (As a practice, UPCAT results are released Friday night or over the weekend.)

This agreement on the target date for the release of UPCAT remained applicable in the succeeding years until UPCAT 2010. During these years, UPCAT was administered during the 1st few days of August. However for UPCAT 2011, UPCAT will be administered a few days later, i.e. on August 7 and 8. Upon the request of the Director of OA to the OVPAA, this deadline was moved to the second working week of January 2011. Her request was granted with the understanding that the deadline of 1st Friday of January will be observed again if UPCAT will be administered during the 1st few days of August.

A comparison of UPCAT 2007-2011 shows the following:

	Date of UPCAT Administration	Target release of UPCAT results	Actual release of UPCAT results
UPCAT 2007	August 5-6, 2006	January 5, 2007	January 21, 2007
UPCAT 2008	August 4-5, 2007	January 4, 2008	January 11, 2008
UPCAT 2009	August 2-3, 2008	January 9, 2009	January 17, 2009
UPCAT 2010	August 1-2, 2009	January 8, 2010	January 17, 2010
UPCAT 2011	August 7-8, 2010	Not later than 2nd working week of January 2011	?

The above table shows that past UPCAT results have not met their target dates. And it was for this reason that the cash award was proposed to serve as an incentive for the OA officials and staff for a timely release.

It must be emphasized that the cash award was envisioned as different from all other awards in that it was conditioned on a specific target - the release of UPCAT results on or before a target date. It was not intended to be a permanent additional perk or any other incentive.

Other Relevant Information

1. Overtime Pay

In UP only the employees of a few units are allowed to render overtime services and given overtime pay. These are the PGH, Office of Admissions, Office of the University Registrar (during registration and after graduation when there are many requests for copies of Transcript

of Records, but only a few personnel are authorized overtime) and the drivers of UP officials. In other UP units, overtime may be rendered upon approval of the head of unit, if needed. Many of them also render critical functions but they are not paid overtime. Instead, they are allowed offsetting.

In the OA, the staff are allowed to render overtime for 2 hours/day (5:00-7:00 pm) during the period July-December. It is during this period that they prepare for UPCAT administration, encode the applicants' personal data and high school grades, and process exam results.

In 2009, total overtime pay for OA staff amounted to Php878,313.72.

2. Personnel Serving during UPCAT Administration and Processing

There are about 40 personnel (includes regular, contractual, casual, and regular emergency) at the Office of Admissions who are supervised by the Director and Deputy Director. During the period July-December, the workload becomes heavy. Thus, fifteen additional emergency personnel are hired to augment the regular workforce. This is done every year.

The success of the UPCAT administration depends not only on the OA personnel but also on the many UP faculty and staff who devote 2-5 days of their time (excluding orientations and settlement of their obligations to the OA) to serve as examiners, proctors and assistants, etc. Their services are very invaluable. Although they receive honoraria, this is not enough to compensate them for the time, hard work and, sometimes, dangers that they face in going to 74 regional testing centers all over the country to make the UPCAT accessible to as many students as possible. They guard the test booklets practically with their lives! The OA personnel also serve during UPCAT administration in various capacities. They too are paid honoraria just like the others.

Last year (UPCAT 2010), there were a total of 844 UP personnel (faculty, REPS, administrative staff, etc.) who were involved in the UPCAT administration who served as supervisors, examiners, proctors, coordinators, assistants, technicians, custodial workers, drivers, traffic enforcers, security, etc. In the provinces, 609 personnel were hired to serve in various capacities. Included among those who served were the 40 personnel of OA. As mentioned above, they were also paid honoraria.

The total (1,453) does not include the volunteers during UPCAT administration who are not paid honoraria. (They are merely provided with snacks and lunch.) Their services, too, are invaluable. They are members of various organizations like the Scooters Club, Targa, UP Check, MMDA, APO, etc.) who help in the UPCAT administration in UP Diliman (the biggest testing center where about 30,000 applicants take the UPCAT) in various ways like delivering documents and supplies from the OA to the various testing centers in UP Diliman, helping with traffic flow (traffic is horrible!), manning information centers, etc. Some of them are at their posts as early as 5:00 am.

Thus, the administration of UPCAT, processing of results and the eventual timely release, are a collective effort of over a thousand UP and non-UP people, among who are the 40 personnel of OA.

Should the Cash Award apply to UPCAT 2010?

The Staff Regent introduced a revision to the proposal that the cash award be paid likewise for UPCAT 2010. The condition explicitly stated in the Minutes of the BOR meeting is "subject to availability of funds." What was not explicitly stated in the Minutes, but assumed, is that the original condition for the cash award must be met, which is the release of the UPCAT results not later than the target date.

As shown in the above table, the target release date for UPCAT 2010 was January 8, 2010. The actual release was January 17, 2010.

Clearly, the condition of timely release on the target date was not met. So if the cash award is paid for UPCAT 2010, what is the cash award for? What is the basis for giving the award? "

Board Action: **The Board reiterated its previous position that the cash award is meant to be an incentive for the early release of the UPCAT results in 2011.**

N.B. President Roman recalled that it was in May when the Board approved the grant of cash award to employees of the Office of Admissions. The Staff Regent then suggested that the cash award covers UPCAT 2010. The President then said that this would be subject to availability of funds. When data were reviewed, it became clear that this was not just a matter of availability of funds. The basic principle here is that the cash award is meant to be an incentive for the early release of the UPCAT results. In 2010, it is not true that the release of the UPCAT results was delayed by just a few minutes. The exam was then administered during the first week of August and so therefore the results should have been released by the first week of January, i.e. January 8, 2010. The results were, however, released on January 17, 2010. This year because the UPCAT was conducted on the second week of August, the target date for release of results is January 10, 2011.

Regent Cabrera appreciated the position paper presented by Vice President Guevara. The issue according to him is not really financial because funds are available. The issue is the deadline. The staff of the Office of Admissions are requesting for consideration. Since the staff effectively discharged their functions during the UPCAT Cycle 2010 and there were no problems encountered in the administration of the exam, Regent Cabrera proposed that the appeal be granted. All other conditions for the grant of the cash award, the Staff Regent said, should apply to UPCAT Cycle 2011.

Regent Taguiwalo requested clarification on the following: (1) why the cash award cannot be granted for UPCAT CYCLE 2010, and (2) how much appropriation is needed to grant the award and is there available fund?

Citing the June 24, 2010 minutes of the Board, Regent Cabrera pointed out that the Office of Admissions has 40 personnel. This translates to about Php400,000. The funds would be sourced out from the Office of Admissions Trust Fund which is readily available.

President Roman informed the Board that aside from the forty (40) personnel of the Office of Admissions, there are other members of the faculty and staff involved in the administration of the UPCAT. These faculty and staff go to different parts of the country to serve as examiners and proctors. They get honoraria which to date have not been upgraded. The President added that the staff of the Office of Admissions get honoraria on top of their overtime pay. The cash award is really meant to be an incentive for speeding up things, for the Office to be able to release the UPCAT results early in 2011. If the cash award is granted for the 2010 UPCAT Cycle despite the staff's failure to deliver on time, the very reason for the award would be defeated.

Regent Pascual asked if there was a deadline set for the 2009 UPCAT.

President Roman answered in the affirmative.

Regent Pascual further asked if the OA personnel knew that there was an incentive.

President Roman pointed out that the cash award was instituted only this year precisely to serve as an incentive for the staff of the Office of Admissions to come out with the UPCAT results early in 2011. The appeal before the Board is to grant the award retroactively to 2010.

Regent Taguiwalo asked why the request is not viable.

Vice President Guevara reiterated that the cash award was designed as an incentive for the Office of Admissions to release the UPCAT on time. In previous years, the UPCAT results were released sometime in April or March. This was one of the most cited reasons why many students do

not eventually enrol in UP. The Vice President stressed that ever since, the early release of the UPCAT results has been the challenge to Directors of Admissions. Because of innovations introduced in the system, the University was able to release UPCAT results earlier, in February, then eventually in January.

Regent Pascual inquired about the past years' performance of the Office of Admissions.

Vice President Guevara referred Regent Pascual to the table which she presented in her paper. This table clearly shows that target dates for release of the UPCAT results have not been met. This is why the cash award was proposed for the Office of Admissions to meet the deadline for 2011.

Vice President Guevara explained that for UPCAT 2011, the Director of the Office of Admissions requested that the deadline be set on the second week January 2011 because UPCAT was administered on August 7 and 8. In previous years, UPCAT was administered on August 1, 2 or 3.

Regent Cabrera insisted that the staff of the Office of Admissions was not aware that there was such an agreement i.e., they have to release the results on the 2nd working week of January. This is why they are asking for consideration for UPCAT CYCLE 2010.

Vice President Guevara clarified that the deadline of second week of January is for 2011. The deadline for 2010 is January 8. The UPCAT results were released on January 17, 2010. Clearly, the deadline was not met. Hence, there is no basis for granting the cash award.

Chair Licuanan explained that because the cash award was meant to be an incentive, it cannot be granted retroactively.

Regent Pascual pointed out that the award could perhaps be given had the deadline been met.

Regent Angara inquired if the cash award is an all or nothing deal, meaning it is PhP10,000 or none at all. He further asked if the amount could be graduated.

Vice President Guevara explained that the cash incentive was made unique to the Office of Admissions. The original proposal came from the Director of the Office as a means of recognizing the hard work of its personnel and to serve as an incentive for the early release of the UPCAT results in 2011.

Regent Taguivalo said that there are standards set by the University and the standards were not met. The Faculty Regent sees no reason why the Board should take a vote. She inquired on what ground the Board would support the motion presented by the Staff Regent.

Regent Cabrera said that the Office of Admissions personnel are aware that they were not able to meet the requirement as regards the deadline. What they are asking, according to the Staff Regent, is consideration that they be granted cash award for UPCAT CYCLE 2010 for their efforts.

President Roman acknowledged the efforts of the Office of Admissions personnel but she said the request runs counter to the basis for the grant. Hence, the President reiterated her earlier statement that it is not only them (Office of Admissions personnel) who were involved in the UPCAT but there are over a thousand examiners involved.

Vice President Guevara added that the Office of Admissions personnel who served during the UPCAT Administration received honoraria, the same rate given to faculty and staff who served as examiners or proctors.

Regent Taguivalo stressed that the award could not be granted retroactively since the deadline set was not met. The award is really meant to reward fulfilment of the deadline.

President Roman, with due respect to the Staff Regent, suggested that the Board does not take a vote on the matter. The Board can just reiterate its decision that the award is given as an incentive for the early release of the UPCAT results in 2011.

Regent Cabrera inquired if the query of Congressman Angara that a graduated amount be granted could be considered by the Board.

Chair Licuanan said that this would still be the same violation of the original conditions set because of the fact that the award is supposed

to be an incentive. Furthermore, the Chair said that the matter should no longer be presented to the Board because a system was already set by the administrators and this was not met. The Chair then appealed to the Staff Regent if he could just withdraw his motion because voting on this motion would be counterproductive.

Staff Regent Cabrera withdrew his motion but put on record that his position remains the same. He said that he would convey to the staff of the Office of Admissions the decision of the Board on their appeal.

Jurisdiction of the Board of Regents in the Appeal Filed by Mr. FLORENDO C. SAMBRANO, Administrative Officer V, Supply and Property Management Office, UP Los Baños

Hereunder is the Memorandum of the Vice President for Legal Affairs dated 10 November 2009 for the Board:

“FACTS:

Appellant Florendo C. Sambrano (“appellant”) is employed at UP Los Baños as Administrative Officer V of the Supply and Property Management Office (“SPMO”). Appellant was given an unsatisfactory performance rating for the period January to June 2007. Upon appeal to the UP System Performance Evaluation Review Committee (UPSPERC), the UPSPERC unanimously upheld his unsatisfactory performance rating. He now appeals to the Board of Regents.

ISSUE:

Whether or not the Board of Regents has jurisdiction to entertain appellant's appeal.

COMMENTS:

The UP Board of Regents does not have jurisdiction to entertain appellant's appeal.

A reading of the statutes and rules regarding performance evaluation promulgated by the Civil Service Commission (“CSC”) and the University of the Philippines (“University”) shows that the Board of Regents does not have jurisdiction over appeals of performance ratings.

Executive Order No. 10 (“EO 10”) dated 28 December 1973 provides the Revised Performance Rating System for Administrative Personnel prior to the adoption of the University of the CSC Rules. Under EO 10, an employee who is dissatisfied with his performance rating must first discuss such rating with his immediate supervisor. If the employee is still not satisfied with his oral appeal, he may file a written appeal to the President of the University through his immediate superior and the head of the unit to which he belongs. The appeal is then referred by the President to a Committee which evaluates the appeal. The Committee then submits a recommendation to the President, who shall make the final decision on the case.

In 1975, Presidential Decree No. 807 (“PD 807”) was issued, providing for the organization of the Civil Service Commission (“CSC”). Section 31 of PD 807 provides:

SECTION 31. Performance Evaluation System. — There shall be established a performance evaluation system, which shall be administered in accordance with rules, regulations, and standards promulgated by the Commission for all officers and employees in the career service. Such performance evaluation system shall be administered in such manner as to continually foster the improvement of individual employee efficiency and organizational effectiveness.

Each department or agency may, after consultation with the Commission, establish and use one or more performance evaluation plans appropriate to the various groups of positions in the department or agency concerned. No performance evaluation shall be given, or used as a basis for personnel action, except under an approved performance evaluation plan: Provided, That each employee shall be informed periodically by his supervisor of his performance evaluation.

The CSC issued CSC Resolution No. 91-1631, stating the Rules Implementing Book V of Executive Order No. 292 and other pertinent civil service laws, and which sets forth the general guidelines regarding Performance Evaluation, thus:

RULE IX, SECTION 1. There shall be established performance evaluation systems in every department or agency of the national and local governments, including state universities and colleges and government-owned and controlled corporations with original charters.

With regard to appeals, CSC Resolution No. 91-1631 provides:

RULE IX, SECTION 5. An employee who expresses dissatisfaction with the rating given him may appeal through the duly established Grievance Procedure of the Department or Agency within fifteen (15) days after receipt of his copy of his performance rating. Failure to file an appeal within the prescribed period shall be deemed a waiver of such right.

Section F of the Guidelines Implementing the Revised Performance Evaluation System of the University of the Philippines ("Guidelines") provides:

F. System of Appeals

Problems on the establishment and performance targets and evaluation of performance shall be settled at the Unit PERC level or appealed to the University PERC (UPPERC) if necessary.

Civil Service Commission Memorandum Circular No. 13 series 1999 provides:

Appeals

1. Employees who feel aggrieved or dissatisfied with their final performance ratings can file an appeal with the PERC within ten (10) days from the date of receipt of their Performance Report Forms from the PERC Employees, however, shall not be allowed to protest the performance ratings of their co-employees. Ratings obtained by other employees can only be used as basis or reference for comparison in appealing one's performance rating.
2. The PERC shall decide on the appeals within one month from receipt.

Appeals lodged at any PERC shall follow the hierarchical jurisdiction of various PERCs in an agency. For example, the decision of the Provincial PERC is appealable to the Regional PERC which decision is in turn appealable to the National/Central Office PERC.

The decision of the PERC in the central office of departments may be appealed further to the CSC, Commission Proper, only in exceptional instances.

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The UP Guidelines provide the hierarchy of bodies handling performance evaluation. Specifically, problems involving performance evaluation should be brought up before the Unit PERC. In this case, this is the UP Los Baños PERC. Decisions of the Unit PERC should be appealed to the UPSPERC. The Guidelines are silent as to appeals beyond the level of the UPSPERC. The CSC Rules, however, provide that decisions of the PERC in the central office may be appealed further to the CSC, Commission Proper.

Considering appellant's performance rating has already been reviewed by the UPSPERC which is a system-wide or national PERC system, appellant's recourse is to appeal to the CSC Commission Proper, assuming that his case may be considered an exceptional instance.

It should be noted that Republic Act No. 9500, otherwise known as the University of the Philippines Charter of 2008 ("Charter") does not contain a specific provision regarding performance evaluations. Although the Board of Regents has the power to appoint University Officials, and consequently to discipline them, as well as to exercise such powers as may be proper and necessary to carry out the objectives of the Charter, such general powers cannot be invoked when the Rules specifically provide which authority exercises a specific power. In this case, it is the CSC, not the Board of Regents, which has such power.

Further, Executive Order No. 292, as amended, otherwise known as the Administrative Code of 1987, provides the definition of Administrative Relationships. Section 38 provides:

SECTION 38. Definition of Administrative Relationships.
 – Unless otherwise expressly stated in the Code or in other laws defining the special relationships of particular agencies, administrative relationships shall be categorized and defined as follows:

(1) Supervision and Control. – Supervision and control shall include authority to act directly whenever a specific function is entrusted by law or regulation to a subordinate; direct the performance of duty; restrain the commission of acts; review, approve, reverse or modify acts and decisions of subordinate officials or units; determine priorities in the execution of plans and programs; and prescribe standards, guidelines, plans and programs. Unless a different meaning is explicitly provided in the specific law governing the relationship of particular agencies, the word "control" shall encompass supervision and control as defined in this paragraph.

Administrative Supervision. –

Administrative supervision which shall govern the administrative relationship between a department or its equivalent and regulatory agencies or other agencies as may be provided by law, shall be limited to the authority of the department or its equivalent to generally oversee the operations of such agencies and to insure that they are managed effectively, efficiently and economically but without interference with day-to-day activities; or require the submission of reports and cause the conduct of management audit, performance evaluation and inspection to determine compliance with policies, standards and guidelines of the department; to take such action as may be necessary for the proper performance of official functions, including rectification of violations, abuses and other forms of maladministration; and to review and pass upon budget proposals of such agencies but may not increase or add to them;

Such authority shall not, however, extend to: (1) appointments and other personnel actions in accordance with the decentralization of personnel functions under the Code, except when appeal is made from an action of the appointing authority, in which case the appeal shall be initially sent to the department or its equivalent, subject to appeal in accordance with law; (2) contracts entered into by the agency in the pursuit of its objectives, the review of which and other procedures related thereto shall be governed by appropriate laws, rules and regulations; and (3) the power to review, reverse, revise, or modify the decisions of regulatory agencies in the exercise of their regulatory or quasi-judicial functions; and

Unless a different meaning is explicitly provided in the specific law governing the relationship of particular agencies, the word "supervision" shall encompass administrative supervision as defined in this paragraph.

Under the Administrative Code, the power of administrative supervision, including the authority to cause the conduct of performance evaluation, is a separate and distinct power, different even from that of the power of appointment. Consequently, since the power of performance evaluation is not specifically lodged with the Board of Regents, the Board should leave such matters to the expertise of the UPSPERC.

In conclusion, it is recommended that appellant's appeal should be dismissed for lack of jurisdiction."

The Board in a previous meeting took note of the fact that it does not have jurisdiction to entertain appellant's appeal.

Appeal to the Board of Regents of Ms. BELLA R. LUCAS, University Researcher III at the UP Center for Integrative and Development Studies on Her Two (2) Consecutive Unsatisfactory Performance Ratings

Hereunder is the pertinent memorandum of the Vice President for Legal Affairs (Memorandum No. TOT (J) 2010-026:

"Statement of the Case:

Appellant Bella R. Lucas ("appellant") is employed as University Researcher III at the UP Center for Integrative and Development Studies ("CIDS"). She appeals her two (2) consecutive unsatisfactory performance ratings for the periods January to June 2008 and July to December 2008.

Facts:

On 11 March 2009, President Emerlinda R. Roman issued Administrative Order No. PERR-09-021, constituting the University Performance Evaluation Review Committee (UPPERC) for the appeal of Ms. Bella Lucas regarding her unsatisfactory performance ratings for the periods of January to June 2008 and July to December 2008. The committee was composed of Dr. Arlene A. Samaniego, Vice President for Administration, as Chair; and as members: Dr. Florinda D.F. Mateo, Asst. Vice President for Academic Affairs; Dr. Angela D. Escoto, Director of the System HRDO, and Ms. Perlita Rana, representative of All-UP Academic Employees Union (AUPAEU).

A total of five (5) UPPPERC meetings were held to resolve appellant's appeal. Taking into consideration the evidence presented, including documents submitted by appellant, the CIDS PERC and the CIDS Executive Director, Prof. Elizabeth Pangalanan, as well as the

two (2) interviews with the appellant, an interview with CIDS Executive Director Prof. Pangalanan and interview with appellant's superior at CIDS, Dr. Celia Adriano, UPPERC unanimously agreed to affirm the unsatisfactory ratings given to appellant covering the periods January to June 2008 and July to December 2008. On 01 June 2009, the President concurred with the UPPPERC's affirmation of the unsatisfactory ratings. Hence, this appeal to the Board of Regents.

Issue on Appeal:

Whether or not appellant's unsatisfactory performance ratings should be upheld.

Comments:

The Board of Regents does not have jurisdiction to entertain this appeal.

A reading of the rules regarding performance evaluation promulgated by the Civil Service Commission (CSC) and the University of the Philippines reveals that the Board of Regents does not have jurisdiction over appeals of performance ratings.

Section F of the Guidelines Implementing the Revised Performance Evaluation System of the University of the Philippines ("Guidelines") provides:

System of Appeals.

Problems on the establishment and performance targets and evaluation of performance shall be settled at the Unit PERC level or appealed to the University PERC (UPPERC) if necessary.

Civil Service Commission Memorandum Circular No. 13, Series of 1999 likewise provides:

Appeals

Employees who feel aggrieved or dissatisfied with their final performance ratings can file an appeal with the PERC within ten (10) days from the date of receipt of their Performance Report Forms from the PERC. Employees, however, shall not be allowed to protest the performance ratings of their co-employees. Ratings obtained by other employees can only be used as basis or reference for comparison in appealing one's performance rating.

The PERC shall decide on the appeals within one month from receipt.

Appeals lodged at any PERC shall follow the hierarchical jurisdiction of various PERCs in an agency. For example, the decision of the Provincial PERC is appealable to the Regional PERC which decision is in turn appealable to the National/Central Office PERC.

The decision of the PERC in the central office of departments may be appealed further to the CSC, Commission Proper, only in exceptional instances.

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Considering appellant's performance ratings have already been reviewed by the UPPPERC which is a system-wide or national PERC system, appellant's recourse is to appeal to the CSC Commission Proper, assuming that her case may be considered an exceptional instance.

In conclusion, it is thus recommended that this appeal should be dismissed for lack of jurisdiction."

The President endorses the recommendation that this appeal be dismissed for lack of jurisdiction.

N.B. The appeals of Mr. Florendo Sambrano and Ms. Bella Lucas were taken up simultaneously by the Board.

Regent Cabrera opined that the cases of Mr. Florendo Sambrano and Ms. Bella Lucas are somewhat similar and that the Board has jurisdiction over their appeals. He read to the Board his position/reaction on the opinion given by Vice President for Legal Affairs Theodore O. Te on the appeals of Sambrano and Lucas, as follows: (the position paper in Pilipino is on file at OSU Records)

1. It does not conform with the decision/appeal process in the University. Appeals coming from the units go to the Office of the President, and the appellant can appeal to the Board if he/she does not accede to the decision of the President. Thus, all remedies are exhausted at all levels in the University, before the case goes to the court or any other external body.
2. The Board's inaction in reviewing and replying to the decision on the employee's appeal is equivalent to abandoning its duties and responsibilities, it (the Board) being the last level where the appellants could go and who, they expect, could give justice to all.
3. The Board would establish a precedent for the next presidents of the University. Because of this, the Board would lose the power to review all appeals/abuse of authorities by officials of the University.

Should the Board not study very well the decision rendered by the President of the University of the Philippines, like in the appeal of Mr. Florendo Sambrano, this would mean that the Board agrees to the same decision. Decisions on some cases made by the President (upon the recommendation of the Office of the Vice President for Legal Affairs) have been reversed by the Board (like the Case of Bayani Espiritu) or by the Civil Service Commission (Case of Enedina Oaferina).

For the Staff Regent, the Board has jurisdiction over all cases. In grievance procedures, for example, grievance between a supervisor and a subordinate, if the latter is not satisfied with the decision at the lower level, he can appeal to the Board of Regents. The same thing is true with cases involving tenure, according to the Staff Regent. Appeals go through the Board before they go to the Civil Service Commission.

Regent Cabrera questioned the Vice President for Legal Affairs' legal opinion that appeals regarding performance rating should go directly to the Civil Service Commission and that an agency has been practicing this. He said that he asked for the name of that agency in the past two (2) meetings of the Board but his request has not been granted. Therefore, he said that the Staff Regent's position is: It is not true that the Board lacks expertise/competence in hearing appeals regarding performance. Although he knows for instance that the Student/Staff Regents may not have the competence on some issues presented before the Board, he believes that as members of the Board, all are obliged to study the issues so that they can arrive at the right decision.

President Roman commented that the cases of Bayani Espiritu and Enedina Oaferina are not similar to the cases of Sambrano and Lucas. Sambrano and Lucas' cases are performance ratings cases while those of Espiritu and Oaferina are disciplinary cases. Performance Evaluation makes use of standard instrument prescribed by the Civil Service Commission. The Civil Service Commission rule provides that the appeal should be from the unit PERC to the Agency PERC. If one is not satisfied with the Agency PERC, the appeal goes to the CSC PERC.

President Roman suggested that they consult the CSC and find out if the Board could act on appeals related to performance. She said that the cases of Espiritu and Oaferina were appealed to the Board because they are disciplinary cases which are appealable to the Board.

Regent Cabrera said that he cited the cases of Espiritu and Oaferina to emphasize that the review by the Board is important. He also said that the Board has authority to tell the CSC that the former has jurisdiction on the cases of Sambrano and Lucas.

The Chair asked Regent Cabrera what he has against bringing the cases to the CSC. Regent Cabrera replied that he has nothing against it but only after the Board has thoroughly reviewed and decided on the appeals because all issues are under its jurisdiction. The Staff Regent added that all remedies within the University should first be exhausted before the appeals are brought to the Civil Service Commission.

At this point Vice President Te, after getting permission from the Chair, responded to Regent Cabrera's request to get copies of decisions from other Agencies. He explained that the Agencies, because of confidentiality do not just want to release the copies to them. Vice President Te mentioned that the Department of Agrarian Reform and the Supreme Court follow the same stringent procedure. The case goes directly to the Civil Service Commission. The Supreme Court does not review their personnel's administrative efficiency. It goes to the CSC. Vice President Te expressed his regrets for not responding immediately to the Staff Regent's request. He said that because of confidentiality, it was not easy for them to get copies of decisions from the agencies. The Vice President added that he has seen the Implementing Regulations of the Department of Agrarian Reform where the appeal from the System PERC goes directly to CSC. The DAR, however, according to the Vice President does not have a similar collegial Board of Regents. The Supreme Court has a similar collegial body.

Regarding the last point mentioned by Regent Cabrera on the Board's powers and duties, Vice President Te commented that the Board's power and duties are defined by statute (RA 9500). Unlike the President of the Philippines who has residual powers (powers not found in the Constitution), the BOR does not have residual powers. The BOR powers are those that are stated in the Charter. The residual power of the BOR is its Corporate Power to exercise any powers under the Corporation Code, as well as any powers necessary to accomplish its purposes. The Review Power as stated in the Charter is clearly limited to Student Cases. In all other cases of review, the Board may decide. The Board, in issues like grave abuse of discretion may want to say "do we want to pass upon it or not?" This does not mean that the Board has automatic jurisdiction on it. The question is a question of wisdom, not of jurisdiction. Vice President Te also said that the Board could not just assume jurisdiction on cases if the law does not say so, otherwise, the Board might be charged of grave abuse of discretion.

Vice President Te explained that the position of the Office of the Vice President for Legal Affairs on the cases under discussion is that the Board has no jurisdiction as provided for by the law and those that are written in the legal principles interpreting the law. He said that President Roman's recommendation to seek the advice of the CSC should be followed. If the Board decides on the case, the University will have to point to legal bases. Jurisdiction is always conferred, it is never taken and at the moment, the Board has no jurisdiction over the cases of Sambrano and Lucas.

Regent Taguiwalo said that for the first time in the history of the University, the administrative staff has a representative in the Board. Then there is a legal opinion from the University that the right to appeal to the Board is being removed because it is now under the jurisdiction of the CSC. She commented that "That's the timing." She said that the issue here is not simply evaluation because the effect really is removal or dismissal from office. She opined that Vice President Te should have asked the Civil Service Commission first before giving his recommendation to the Board that in his legal opinion, the Board does not have jurisdiction over the case. The Faculty Regent remembered that in a few cases, the Board organized a Regents' Committee (like in the case of Espiritu) which made recommendation to overturn the decision to dismiss. Although it is a different case, she said that it is similar to the case under discussion, just like what Regent Cabrera is saying, in the sense that it is an oversight function on how the University Administrators actually implement policies. She then said that the Board would ask the CSC but she suggested that in the future, the Vice President for Legal Affairs should consult first before making a suggestion.

Regent Pascual proposed the principle for appeals. Since it is said that performance evaluation is not appealable to the Board, the Regent thinks that it should generally be true in cases where the appeal is just to review the performance evaluation given. But if the request/appeal being submitted to the Board is such that there were factors that were considered which should not have been considered in the performance evaluation, then that's the time when the Board can exercise its discretion to look into the appeal. In other words, if there are grave abuses in the process followed in the performance evaluation, the Board can look into that. Regent Taguiwalo clarified that if the decision is dismissal, the concerned employee may appeal.

Regent Pascual said that in the case of Mr. Sambrano, there are factors he (Sambrano) is raising that crept into the evaluation process which affected his "Unsatisfactory" rating. Then the Board needs to look into this.

Vice President for Administration Samaniego was requested to comment on the case. She said that as Chair of the Unit PERC which reviewed the case of Sambrano (already reviewed by the UP Los Baños PERC), she saw that the Targets and Performance Outputs do not show that his performance deserved a "Satisfactory" rating. The Committee gave him all the chances to submit documents showing that he is always in his office doing the functions expected from him like submission of reports on time, but he was not able to produce them. Vice President Samaniego pointed out that Sambrano's impending dismissal is not the doing of the Evaluation Committee or the Review Committee but because of his two (2) consecutive "Unsatisfactory" ratings.

President Roman clarified that the Committee only looked at the performance evaluation instrument, followed the rules and made the conclusion that Sambrano deserves the "Unsatisfactory" ratings. The Committee did not recommend his dismissal. The CSC rule is - Two (2) consecutive unsatisfactory ratings would mean dismissal from the service.

Regent Cabrera suggested that they include in the letter to the CSC the question as to whether the performance rating could go through the Board first for review before sending to the CSC.

Vice President Te pointed out that when they submit their opinion to the Board, they always study from the point of view of law and cases. He said that in terms of legal opinion for other agencies, they do not generally need to get them, but in this particular instance, they agree that in order to settle what appears to be an impasse, they should get the Civil Service to rule on it. He also agreed with Regent Pascual's earlier point that if the appeal is purely on the rating and the person disagrees to the rating, then that is something that the Board does not pass upon under the CSC rules. But if something is injected into the appeal (grave abuse of discretion) then the Board may decide if they want to entertain it because it is not purely performance issue.

Vice President Te said that the standard query to the CSC is they would point to the problem that gave rise to the query. The position paper of the Staff Regent would be incorporated because that would be the counterpoint to the points that he (Vice President Te) has raised. They would also ask for specific ruling on whether or not a chartered University like UP, where the Board's duties are spelled out has jurisdiction to pass upon the particular appeals of Sambrano and Lucas. The appeals of the two employees would be attached to the letter.



Establishment of UP Presence in Fort Bonifacio

Pursuant to the approval in principle by the Board of Regents of the Establishment of UP presence in Fort Bonifacio during its 1255th Meeting held on May 27, 2010 at the BOR Room in UP Diliman, the following information are submitted for specific BOR authority to proceed with the Project:

1. The establishment of UP presence in Fort Bonifacio is part of the ten-point agenda which the Board approved at the start of President Roman's term. Since then, the Administration has been actively searching for a location from which the University can offer courses which would cater to students based in the southern parts of Metro Manila.
2. A UP presence in Fort Bonifacio will allow the delivery of quality UP education to residents and office workers in Makati, Taguig, and the immediately adjoining areas.
3. BCDA has formally offered UP 4,300 square meters of good land on rolling terrain located at the back of the International School, facing east and directly visible from C-5. Offer is for a 25-year lease period at an initial rate of PhP3,676,500 per annum, with an escalation of 5% per annum payable not in cash but in the form of scholarships to duly admitted BCDA personnel. Base rate of PhP3,676,500 remains the same throughout the duration of the lease period.
4. Four colleges had indicated an interest to locate at Fort Bonifacio:
 - College of Business Administration
 - College of Law
 - College of Engineering
 - School of Statistics
5. The College of Business has submitted the most comprehensive feasibility study for teaching its graduate programs at Fort Bonifacio. The College of Law has indicated that while it may not be in a position to submit a full-blown feasibility study, it had already allocated P10 Million for the purpose, and is willing to subsidize Law students who will choose to study at the Fort using their recurring revenue stream. Engineering and Statistics have not submitted their respective studies, but have indicated a strong willingness to teach their respective graduate programs at Fort Bonifacio.
6. An initial feasibility study was done using the CBA facility requirements and projected revenue and disbursements stream, which is a fair exercise considering that CBA's programs rank among the most viable programs for the site.
7. CBA requires rooms and other facilities estimated at 2,461 square meters. In order to accommodate the other colleges, the figure was multiplied by 150% (which may suffice considering synergistic arrangements among the colleges as well as efficient classroom utilization). The resulting building will have a floor area of 3,692 square meters and will cost PhP110.7 Million. Including the site development cost of PhP12.9 Million, the resulting development should cost approximately PhP123.6 Million.
8. Rounded off to PhP125 Million, this amount is proposed to be funded as follows:
 - An initial donation of PhP25 Million
 - PhP50 Million from UP System
 - PhP50 Million from UP Diliman
9. Starting on year 3, UP at the Fort will generate annually the following amounts as MOOE outlay:
 - a. From the MBA Program: PhP4,044,300 on revenues of P26,691,800.

- b. From the MS Finance Program: PhP2,022,150 on revenues of PhP13,345,900.
- c. From CBA continuing education programs: PhP1,000,000.
- d. From the graduate programs of other colleges: PhP3,000,000

Total projected funds that will be made available for MOOE annually is PhP10,066,450.

10. Utilization of the building will be mostly after office hours (since the offerings will be part-time programs), and this assumption formed the basis for the revenue calculations. Later on, greater utilization of the building for programs that can be offered during the day hours may increase projected revenues.
11. Annual lease payment for the lot is PhP3,676,500.
12. Maintenance and utility payments (water, electricity, and telecommunications) will also have to be paid.

RECOMMENDATION:

The UP presence in Fort Bonifacio will entail the spending by the University of approximately PhP125 Million in capital expenses, to master plan and develop the 4,300 sq.m. site and construct the building. In addition to this, the University is required to pay lease at PhP3.6 Million per annum, plus the required maintenance and utility payments.

At best, the program will be a break-even proposition. This means that the project may initially not be able to pass strict financial benchmarks for a yes or no decision.

However, the benefits are many. Among these are as follows:

1. It will make UP more visible to the business and diplomatic communities, and generate untold benefits in terms of goodwill and synergy with industry;
2. It will plug a gaping hole in UP's geographic presence in Metro Manila; and
3. It will allow the University to fulfil a very important mandate of bringing quality UP education to a greater percentage of graduate students residing and working in the area. For instance, it has been shown in the UP CBA study that the decision to take graduate courses is in no small way geographic, which means that many of those who would take CBA's course offerings at Fort Bonifacio would otherwise not enrol if the College does not have a presence in the area.

For these reasons, Board approval is requested to allow the President to:

1. Negotiate with BCDA for the final terms of the lease of the offered lot;
2. Contract for master planning and A&E design services; then
3. Proceed with the construction of the UP building at the Fort.

Board action: **The Board APPROVED the establishment of UP presence in Fort Bonifacio with the University committing P30 Million to the project.**

N.B. Regent Co asked what the following statements mean, "At best the program will be a break-even proposition. This means that the project may initially not be able to pass strict financial benchmarks for a yes or no decision."

Vice President for Development Armin Sarthou explained that it is not a purely financial decision as far as the project is concerned. Strictly, on a purely financial basis it would be difficult to recoup a capital expense of PhP125 Million. However, the benefits are many. These include, among others the following: (1) it will make UP more visible to the business

and diplomatic communities and generate untold benefits in terms of goodwill and synergy with industry; (2) it will plug a gaping hole in UP's geographic presence in Metro Manila; and (3) it will allow the University to fulfil a very important mandate of bringing quality UP education to a greater percentage of graduate students residing and working in the area.

Regent Angara pointed out that UP should not lose hope and try to pursue Congressional Initiatives. He said that he would definitely support the project. The congressman added that he has a lot of classmates (UP Law Class 2000) who work in the Makati area and who would be willing to teach if there was a campus in Makati.

Regent Co asked if the project is feasible considering that it is not included in the University's proposed budget for 2011.

President Roman explained that the Fort Bonifacio Project is not in the proposed budget for 2011. It is actually in the GAA for 2009 and 2010. The University has about PhP100 Million for this project.

Regent Taguiwalo pointed out that her concern is not really the setting up of a Makati campus (eventually that is where the project is going to lead) but the present circumstance that the University is in now with seven (7) CUs competing for resources. The Faculty Regent said that she does not know how to address this concern because this is really going to be an expansion. Moreover, the term of President Roman is ending. During the time of President Nemenzo, the latter was very clear about not coming up with new programs. Regent Taguiwalo thinks that President Roman has maintained this but allowed for flexibility in terms of actual needs. Her concern really, according to the Faculty Regent, is how to prioritize the limited budget of the University.

Vice President Sarthou explained that this has always been an optimization problem as far as the University's programs are concerned and the delivery of quality education is concerned. In this particular case, there has been a history of the University looking for a site in Fort Bonifacio. It is clear from the surveys conducted by the College of Business Administration that there really is a demand for the courses that the University will offer in the area. This is not technically an expansion of programs because no new programs would be offered. It is still the existing programs that will be taught in the area.

Regent Pascual recalled that there was initially an offer from then Makati Mayor Jejomar Binay. He asked if this was exhausted.

The President explained that initially, Makati offered one whole building for UP and that the local government would do the renovation for the University. Then, later, they said that UP would have to pay for the renovation. Much later, they said they would just give UP two (2) floors. The offer is really uncertain, according to the President.

President Roman informed the Board that the University also approached the Department of Energy as well as the then Mayor of Taguig, Mayor Tinga. The latter wanted to give UP a lot where they would have aerial rights over the building. On top of the building, Mayor Tinga would want to build additional floors for a high school. The offer of the BCDA, according to the President is so far the best deal.

Regent Gonzales moved that the Board approve the proposal. She said that she is an optimist and she thinks that this is a good opportunity for UP. The Regent recalled that in the past, the Tan Yu Group of Companies offered UP a land at the Asia World. There were several discussions but no action was taken until the offer got lost.

Regent Taguiwalo clarified if the allocation for the project is going to come from the budgetary allocation from Congress and not from savings of the University.

President Roman explained that if UP could not get funds from Congress, the Administration would look for money within the University.

Regent Taguiwalo pointed out that she is objecting not on the basis of her inability to understand the need for putting up UP presence in Fort Bonifacio, but on the basis of other needs and problems of competing resource needs of the different units of the University. If the money is coming from the GAA, she sees no problem. However, the Faculty

Regent made it clear that if the money would come from the savings of the University, she is objecting.

Regent Pascual proposed that the Board limit the expenditure for this project that would come from savings.

President Roman said that the University would do its best to raise funds for this project. There is already a Php25 Million donation for this, which is untouched.

Regent Pascual explained that setting the limit will ensure that efforts are truly exerted to get money from other sources. He proposed a Php30 Million cap.

Vice President Sarthou informed the Board that the BCDA is awaiting the University's response to their offer. The University might not be in a position to wait for the congressional support. It might take time for Congress to allocate funds for this project. In the meantime, the University could go ahead and actually spend for the project.

Regent Pascual pointed out that the University could go ahead and start getting the property. The University could provide the seed capital but the bulk of the funding should be raised from elsewhere.

Regent Taguivwalo put on record that other sources of funding for the project should be tapped since every time benefits for the faculty or for the staff are discussed, the answer is always "there is no money." But for expansion, the Regent said, "it is easy for the Administration to find the source." She made it clear that she is not against the project, but other sources of funding should be explored.

Regent Pascual moved to amend the motion of Regent Gonzalez to approve the project. He proposed that the University allocate Php50 Million as seed money to be recovered from funding raised from other sources.

Vice President Sarthou asked if it is possible for the University to advance the funds for the project.

President Roman said that the Php50 Million can be the University's contribution to the project. It need not be recovered.

Regent Pascual pointed out that if it is going to be an outright contribution, the amount should be reduced to Php30Million. This amount could be used to do the design and the design could be the basis for getting the money from other sources.

Regent Cabrera shared his discomfort with the Board. Supposing, he said, that the University spends Php30 Million and is not able to generate additional funds, what would happen to the project?

Chair Licuanan said that there really is a risk involved here, but it is a reasonable risk.

Regent Gonzalez informed the Board that the Deans of the Colleges involved would market their programs.

Regent Angara noted that it is a calculated risk that the University is taking. The University should take opportunities like the one being presented. The Regent said that he is confident that Senator Angara would give a portion of his CDF to this project. The Senator would not let something like this pass by. The same thing is true with the other UP alumni, e.g. Senators Drilon, Escudero, Cayetano, Zubiri, Cayetano, etc. Regent Angara added that he does not have a nationwide funding but he is willing to give a symbolic amount.

President Roman informed the Board that Senator Miriam Defensor Santiago has given Php10 Million to the College of Law which the College is inclined to contribute to this project.

Regent Pascual reiterated his motion as follows: "We move to approve the establishment of UP Presence in Fort Bonifacio with the UP System committing Php30 Million to the project."

Regent Angara clarified if the Php30 Million precludes the Board from authorizing UP in the future in case the Php30 Million would not suffice. He said that as long as this does not preclude the future authorization, he will vote in favor of the motion.

There were no objections. Thus, the motion of Regent Gonzalez, as amended by Regent Pascual was carried. Regent Taguivwalo registered an abstention.

Appeals of Nine (9) UP Los Baños Sigma Rho Students from Student Disciplinary Cases Involving Hazing Under the Revised Rules on Fraternities, Sororities and Other Student Organization in SDT Case Nos. 07-15, 07-17A to E (Lemuel Oliver Marco, John Michael Galindon, Jayfie Alcaraz, Godfrey Anciano, Ralph Ian Malabanan, Alvin Cabaylo, Alvin Ryan Fernes, Mark Briones, and John Bailey Samarista)

Hereunder is the pertinent opinion from the Office of the Vice President for Legal Affairs:

"STATEMENT OF THE CASE:

Preliminarily, it must be stated that there were originally twenty four (24) respondents charged, heard, convicted and meted out respective penalties. It must also be stated that of the 24, three (3) respondents—Aran, De Belen and Guerzon-- have appealed to the Board and during its 1257th (Special) Meeting on July 14, 2010, the Board modified the penalties originally meted out by the SDT, without reversing the convictions.

Following on the heels of the Board's action, nine (9) have now appealed to the Board. The remaining respondents have not appealed to the Board within the period provided and, thus, the original penalties imposed by the SDT must be considered executory.

For easy reference, the following Table (Table 1) is provided (All the respondents in 07-15B [sending threatening messages] were acquitted by the SDT):

NAME	07-15	07-15A	07-15C	07-15D	07-15E	TOTAL
1. ALCARAZ	Appealing expulsion	Appealing suspension	Acquitted	Not charged	Not charged	Appealing expulsion and 1 year suspension (willing to serve any penalty except expulsion)
2. ALDEA	Expulsion not appealed	1 year suspension not appealed	Not charged	1 year suspension not appealed	Not charged	Expulsion + 2 years suspension FINAL AND EXECUTORY
3. ANCIANO	Appealing expulsion	Appealing 1 year suspension	1 year suspension	Not charged	Not charged	Appealing expulsion 2 years suspension (willing to serve suspension but not expulsion)

4. ARAN	Expulsion commuted to 5 years suspension further commuted to 1 year of community service (1257th Special Meeting, July 14, 2010)			Not charged	Not charged	1 year Community Service - EXECUTORY
5. BRIONES	Appealing expulsion	Appealing 1 year suspension	Not charged	Appealing 1 year suspension	Not charged	Appealing expulsion, 2 years suspension
6. CABAYLO	Appealing expulsion	Appealing 1 year suspension	Appealing 1 year suspension	Not charged	Not charged	Appealing expulsion, 2 years suspension
7. CARCELLAR	Acquitted	1 year suspension not appealed - EXECUTORY	Not charged	1 year suspension not appealed - EXECUTORY		2 years suspension - FINAL AND EXECUTORY
8. CRISTOBAL	Expulsion not appealed - EXECUTORY	1 year suspension not appealed - EXECUTORY	1 year suspension not appealed - EXECUTORY	Not charged	1 year suspension not appealed - EXECUTORY	Expulsion + 3 years suspension - FINAL AND EXECUTORY
9. DE BELEN	Acquitted	1 year suspension commuted to 1 year Community Service (1257th Special Meeting, July 14, 2010)		Not charged	Acquitted	1 year Community Service - FINAL AND EXECUTORY
10. ENRIQUEZ	Expulsion not appealed - EXECUTORY	1 year suspension not appealed - EXECUTORY	Not charged	1 year suspension not appealed - EXECUTORY	Not charged	Expulsion + 2 years suspension - FINAL AND EXECUTORY
11. ESCOBANAS	Expulsion not appealed - EXECUTORY	1 year suspension not appealed - EXECUTORY	1 year suspension not appealed - EXECUTORY	Not charged	Not charged	Expulsion + 2 years suspension - FINAL AND EXECUTORY
12. FERNES	Appealing expulsion	Appealing 1 year suspension	Appealing 1 year suspension	Not charged	Not charged	Appealing expulsion + 2 years suspension
13. GALINDON	Appealing expulsion	Appealing 1 year suspension	Appealing 1 year suspension	Not charged	Acquitted	Appealing expulsion + 2 years suspension
14. GOZAR	Expulsion not appealed - EXECUTORY	1 year suspension not appealed - EXECUTORY	Not charged	1 year suspension not appealed - EXECUTORY	Not charged	Expulsion + 2 years suspension - FINAL AND EXECUTORY
15. GUERZON	Expulsion commuted to 5 years suspension (1257th Special Meeting, July 14, 2010)	1 year suspension deemed served (1257th Special Meeting, July 14, 2010)	1 year suspension reversed by OP - Acquitted	Not charged	Not charged	5 years suspension - FINAL AND EXECUTORY
16. MALABANAN	Appealing expulsion	Appealing 1 year suspension	Acquitted	Not charged	Not charged	Appealing expulsion + 1 year suspension (willing to serve any penalty except expulsion)
17. MARCO	Appealing expulsion	Appealing 1 year suspension	Appealing 1 year suspension	Not charged	Not charged	Appealing expulsion + 2 year suspension (willing to serve suspension but not expulsion)
18. MENESES	Expulsion not appealed - EXECUTORY	1 year suspension not appealed - EXECUTORY	1 year suspension not appealed - EXECUTORY	Not charged	1 year suspension not appealed - EXECUTORY	Expulsion + 3 years suspension - FINAL AND EXECUTORY
19. NAVAL	Expulsion not appealed - EXECUTORY	1 year suspension not appealed - EXECUTORY	1 year suspension not appealed - EXECUTORY	Not charged	Not charged	Expulsion + 2 years suspension - FINAL AND EXECUTORY
20. OROSCO	Expulsion not appealed - EXECUTORY	1 year suspension not appealed - EXECUTORY	Not charged	1 year suspension not appealed - EXECUTORY	Not charged	Expulsion + 2 years suspension - FINAL AND EXECUTORY
21. PERPENA	Expulsion not appealed - EXECUTORY	1 year suspension not appealed - EXECUTORY	Acquitted	Not charged	Not charged	Expulsion + 1 year suspension - FINAL AND EXECUTORY
22. SAMARISTA	Appealing expulsion	Appealing 1 year suspension	Acquitted	Not charged	Not charged	Appealing expulsion + 1 year suspension

23. TANGUIO	Acquitted	1 year suspension not appealed - EXECUTORY	1 year suspension not appealed - EXECUTORY	Not charged	Acquitted	2 years suspension - FINAL AND EXECUTORY
24. VELUYA	Acquitted	1 year suspension not appealed - EXECUTORY	1 year suspension not appealed - EXECUTORY	Not charged	Not charged	2 years suspension - FINAL AND EXECUTORY

This now refers to the respective appeals of respondent-appellants Jayfie R. Alcaraz, Godfrey P. Anciano, Mark David G. Briones, Alvin M. Cabaylo, Alvin Ryan L. Fernes, John Michael M. Galindon, Ralph Ian M. Malabanan, Lemuel Oliver O. Marco, and John Bailey G. Samarista (“respondent-appellants”) from the Decision of the Office of the President dated 25 June 2010 for Violation of Rule 1 Sections 1(B) and 1(H) of the Revised Rules and Regulations Governing Fraternities, Sororities and Other Student Organizations (“the Rules”) resulting in respondent-appellants’ expulsion and suspension for two (2) years. The dispositive portion of the Decision reads:

WHEREFORE, in view of the foregoing, this Office:

1. AFFIRMS the decision of the SDT in SDT Case No. 07-15 convicting respondent-appellants ALCARAZ, ANCIANO, BRIONES, CABAYLO, FERNES, GALINDON, MALABANAN, MARCO and PERPEÑA for violating Rule 1 Section 1(B) and imposing upon them a penalty of EXPULSION.
2. REVERSES the decision of the SDT in SDT Case No. 07-15 convicting respondent-appellant CARCELLAR for violating Rule 1 Section 1(B) and imposing upon him the penalty of expulsion. The conviction of respondent-appellant CARCELLAR for violating Rule 1 Section 1(B) is REVERSED and SET ASIDE.
3. AFFIRMS the decision of the SDT in Case No. 07-15A convicting all the respondent-appellants for recruiting college freshmen, herein complainants, in violation of Rule 1 Section 1(H) and imposing upon them a penalty of ONE (1) YEAR SUSPENSION.
4. AFFIRMS the decision of the SDT in Case No. 07-15C convicting GALINDON, MARCO, FERNES, ANCIANO, and CABAYLO for recruiting freshmen students Erizon S. Aldea (New Freshman), Mark David G. Briones (Old Freshman), Clarence R. Carcellar (Old Freshman), John Keith Enriquez (Old Freshman), Andrew DG Gozar (New Freshman) and Angelo Bernardo C. OroSCO (Old Freshman) in violation of Rule 1 Section 1(H) and imposing upon them a penalty of ONE (1) YEAR SUSPENSION.
5. REVERSES the decision of the SDT in Case No. 07-15C convicting ALCARAZ, MALABANAN, PERPEÑA and SAMARISTA for recruiting freshmen students Erizon S. Aldea (New Freshman), Mark David G. Briones (Old Freshman), Clarence R. Carcellar (Old Freshman), John Keith Enriquez (Old Freshman), Andrew DG Gozar (New Freshman) and Angelo Bernardo C. OroSCO (Old Freshman) in violation of Rule 1 Section 1(H). Respondent-appellants ALCARAZ, MALABANAN, PERPEÑA, and SAMARISTA are hereby exonerated of the charge filed against them in Case No. 07-15C.
6. AFFIRMS the decision of the SDT in Case No. 07-15D convicting respondent-appellants BRIONES and CARCELLAR for allowing themselves as freshmen students to be recruited into the Sigma Rho fraternity, in violation of Rule 1 Section 1(H) and imposing upon them a penalty of ONE (1) YEAR SUSPENSION.
7. REVERSES the decision of the SDT in Case No. 07-15E convicting respondent-appellant GALINDON for conducting physical initiation or hazing on the complainants. Respondent-appellant is exonerated of the charge filed against him in Case No. 0-15E.

FACTS OF THE CASE

The Complainants, FIDEL T. CASIMIRO, LYNNEL C. OLPOT, EDAN BELGICA and JOHN DEREK QUELIZA (“complainants”), all freshmen students of UPLB, filed the cases against members of the Sigma Rho Fraternity (“Sigma Rho”) including respondent-appellants for: a) recruiting freshmen, including Complainants, to join the fraternity; b) subjecting Complainants to hazing activities as part of their fraternity initiation rites; and c) threatening Complainants with physical harm and death through text messages.

The Formal Charges in the appealed cases against respondent-appellants provide, pertinently:

SDT Case No. 07-15

“That from the 20th to the 27th of July 2007, you, as member and/ or officer of the Sigma Rho Fraternity, conducted physical initiation or hazing on the persons of UPLB college freshmen students John Derek Chester P. Queliza, Fidel T. Casimiro, Jr., Edan A. Belgica and Lynnel C. Olpot that caused them to sustain various physical injuries on different parts of their bodies.”

SDT Case No. 07-15-A

“That in the months of June to August 2007, you, as member and/ or officer of the Sigma Rho Fraternity, recruited UPLB college freshmen students John Derek Chester P. Queliza, Fidel T. Casimiro, Jr., Edan A. Belgica and Lynnel C. Olpot and Aristotle Salvania to the Sigma Rho Fraternity.”

SDT Case No. 07-15C

“That you recruited the following freshmen students:1) Aldea Erizon S. CIF, New Freshman 2) Briones, Marck David G., CA, Old Freshmen 3) Carcellar, Clarene R. CEM, Old Freshmen 4) Enriquez John Keith, CAS, Old Freshman 5) Gozar, Andrew DG, CFNR, New Freshman 6) OroSCO, Angelo Bernardo C., CAS Old Freshman to the Sigma Rho Fraternity.”

SDT Case No. 07-15D

“That as freshmen students of UPLB you allowed yourselves to be recruited to the Sigma Rho Fraternity”

SDT Case No. 07-15E

“That on 27 July 2007, you, as officers of the Sigma Rho Fraternity, in the presence of RICHARD A. ESCOBANAS, a UPLB Student who has been absent without leave (AWOL) since the last Semester of School Year 2005 - 2006; and EMIR RICARDO PERPENA, a UPLB student not currently enrolled (AWOL), conducted physical initiation or hazing on the persons of UPLB college freshmen students John Derek Chester P. Queliza, Fidel T. Casimiro, Jr., Edan A. Belgica and Lynnel C. Olpot that caused them to sustain various physical injuries on different parts of their bodies.”

Respondent-appellants uniformly denied the charges against them.



After conducting several hearings, the Student Disciplinary Tribunal (“the SDT”) rendered a Decision to this effect:

1. Finding respondent-appellants ALCARAZ, ANCIANO, BRIONES, CABAYLO, FERNES, GALINDON, MALABANAN, MARCO, and SAMARISTA guilty in SDT Case No. 07-15 for conducting physical initiation or hazing;
2. Finding the same respondent-appellants ALCARAZ, ANCIANO, BRIONES, CABAYLO, FERNES, GALINDON, MALABANAN, MARCO, and SAMARISTA guilty in SDT Case No. 07-15A for recruiting freshmen, herein complainants;
3. Finding respondent-appellants ALCARAZ, ANCIANO, CABAYLO, FERNES, GALINDON, MALABANAN, MARCO, and SAMARISTA guilty in SDT Case No. 07-15C for recruiting freshmen namely Erizon Aldea, John Keith Enriquez, Andrew Gozar, Mark David Briones, Clarence Carcellar, and Angelo Bernardo Orosco;
4. Finding respondent-appellant BRIONES guilty in SDT Case No. 07-15D for allowing himself as a freshman student to be recruited into a fraternity; and
5. Lastly, finding respondent-appellant GALINDON guilty in SDT Case No. 07-15E for conducting physical initiation or hazing on freshmen students, herein Complainants.

Respondent-appellants appealed the decision of the SDT to the Office of the President, which then rendered a decision dated 25 June 2010 affirming the decision of the SDT with regard to SDT Case Nos. 07-15 (hazing), 07-15A (recruitment), 07-15D (allowing self to be recruited). Respondent-appellants ALCARAZ, MALABANAN, and SAMARISTA were exonerated in SDT Case No. 07-15C (recruitment), while the conviction of respondent-appellants ANCIANO, CABAYLO, FERNES, GALINDON, and MARCO was sustained in the said case. The decision of the SDT in SDT Case No. 07-15E (hazing) finding respondent-appellant Galindon guilty was reversed.

Respondent-appellants now appeal to the Board to seek reversal of their convictions, on grounds of clemency and mercy. We note that they do not invoke legal or factual grounds but simply pray that the sanction of expulsion be lifted.

COMMENTS

Substantial evidence provided by the prosecution shows respondent-appellants guilty. Absent any new evidence, their conviction cannot be reversed.

Respondent-appellants have expressed remorse and have claimed to have learned their lesson. Malabanan, Marco, and Anciano say they are willing to accept the consequences of their actions and to serve any penalty, except for the penalty of expulsion.

We note that the Office of the President has extensively discussed the case in its Decision, the pertinent parts of which we incorporate here:

Whether or not there is substantial evidence to hold respondent-appellant guilty of the charges filed against them.

The SDT found that there was substantial evidence to convict respondent-appellants of the charges against them. The SDT held:

“DISCUSSION, FINDINGS AND CONCLUSION

The joint complaint affidavits and Salaysays of the complainants wherein they described in detail the events in the Sigma Rho

Fraternity recruitment activities were carefully evaluated by the Tribunal.

During the clarificatory hearings conducted by the Tribunal on January 31, February 21 and November 24, 2008, it was observed that the complaining witnesses were all candid and straightforward in narrating their traumatic experiences in the hands of the officers and members of the Sigma Rho Fraternity during the recruitment process which commenced on June 18, 2007 during the Almusalan at the SU Building.

The medico-legal and the medical certificates as well as pictures of the injuries of the complainants have substantially established the fact that complainants Casimiro, Queliza, Olpot and Belgica underwent hazing or physical initiation on July 27, 2007.

It is a general knowledge that to become a member of the fraternity, there were various stages which an applicant should pass through. Obviously, like any other organization, the process starts when one member invites a non-member to attend their orientation. In the fraternity, there is a stage which they call “reporting” wherein the applicants will report to the members and officers of the fraternity for the purpose of getting acquainted with them. In the case of Sigma Rho fraternity, the witnesses testified that during the reporting stage, they were asked not only to acquaint themselves with the members and officers of the fraternity but they were asked to do silly and menial things. Even in the reporting stage they have already experienced to be hazed aside from the physical initiation they have experienced on July 27, 2007. Hazing as defined in RA 8049, or “An Act Regulating Hazing and Other Forms of Initiation Rites in Fraternities, Sororities and Organizations and Providing Penalties therefor” is an initiation rite or practice as a prerequisite for admission into membership in a fraternity, sorority or organization by placing a recruit, neophyte or applicant in some embarrassing or humiliating situation such as forcing him to do menial, silly, foolish and similar tasks or activities or otherwise subjecting him to physical or psychological suffering or injury.

The Tribunal was convinced that in SDT Case No. 07-15, a hazing/ final initiation rites was indeed conducted on July 27, 2007 and that in SDT Case No. 07–15A, these complainants who were freshmen when these incidents happened which started on June 18, 2007 until July 28, 2007 were recruited by the members and officers of the Sigma Rho fraternity.

The Tribunal believes that all the respondents were already known to the complaining witnesses during the final initiation rites, It must be noted that the recruitment process in this case started on June 18, 2007 wherein respondents Naval, Orosco and Perpena briefly oriented complainant Casimiro and Lynnel Olpot together with another applicant Aristotle Salvania. The group continuously badger and because of their compulsion, they were able to bring them to the White House or their fraternity house, for another orientation and were forced to become an applicant or a neophyte on July 11, 2007.

As regards the text messages sending in SDT Case No. 07-15d, the text messages which the complainants stated in their Salaysays were not presented as evidence to the Tribunal. Hence there is no evidence to prove that the respondents really committed the acts being complained of. Therefore, the Tribunal was not convinced that the respondents committed the charge against them.

The complainants in their Salaysays for SDT Case No. 07-15C, stating that the three (3) freshmen namely Aldea, Enriquez and Gozar were all present during the Sigma Rho fraternity orientation and the hazing activity wherein they suffered physical injuries in their bodies as well as their Salaysays for SDT Case No. 07-15D, wherein they emphatically stated in detail all the actual participation of freshmen Aldea, Briones, Carcellar, Enriquez, Gozar and Orosco proved that indeed the respondents in SDT Case No. 07-15C recruited the above-named freshmen. Suffice to say that these freshmen in SDT Case No. 07-15D allowed themselves to be recruited by the Sigma Rho fraternity during the second semester of SY 2006-2007 and first semester of 2007-2008 as far as Andrew Gozar is concerned. With this, the Tribunal is convinced that the respondents in SDT Case No. 07-15C and SDT Case No. 07-15D committed the offense as charged. The respondents freshmen did not present their witnesses who submitted affidavits to the Tribunal on August 31, 2007.

It was also established that Perpena and Escobanas were both present during the final initiation rites conducted by the Sigma Rho fraternity on July 27, 2007. The complainants in their Salaysays in SOT Case No. 07-15 narrated their agonizing experiences during the hazing activity and in detail enumerated the acts of each of the respondents including Perpena and Escobanas who were not enrolled during the said incident.

Perpena, in his answer to the formal charge (Exhibit Exh. 3-A-14) questioned the jurisdiction of the SDT over him, because accordingly, he was on leave when the hazing incident took place. The Rules and Regulations on Student Conduct and Discipline, Section 27, as approved by the BOR on June 1992 provides a definition of a "student". It "shall refer to any person (1) admitted and registered, in a degree or non-degree program or cross-registered in any course of the University on a regular or part-time basis, including those who are officially on leave of absence and (2) who has not yet been separated from the University formally through either transfer, graduation, honorable or dishonorable dismissal or expulsion or expiration of the period allowed for maximum residence, at the time of the commission of the offense, regardless of whether or not he is enrolled in any unit of the University at the time of the filing of the charge or during the pendency of the disciplinary proceedings against him. Therefore, Perpena is still a student when the hazing incident occurred and as such the University has jurisdiction over him.

Upon scrutiny, the tickler notebooks of complainants Casimiro and Olpot which were presented by the prosecution revealed those members of the Sigma Rho fraternity who, during the reporting stage of the complainants, wrote some information about themselves and signed their page. In Olpot's tickler notebook, information given by respondents Cristobal, Galindon, Carcellar, Malabanan, Aran, Bailey, Cabaylo, Alcaraz, Perpeña, Escobanas, and in Casimiro's tickler notebook, information given by respondents Briones, Cristobal, Galindon, Carcellar, Malabanan, Cabaylo, Enriquez, Alcaraz, Perpeñ, Anciano and Samarista when compared to the membership roster of the SOAD (Attachment 1) are exactly the same information they have supplied. Likewise their signatures in the tickler notebooks have greater similarities compared to the attendance sheet of the SDT (Attachments 3 and 4) and their answers to the formal charges (Exhibit 3 to 3-D). These tickler notebooks also reveal that freshmen Enriquez, Briones and Carcellar who were admitted to the UPLB only last 2006 were recruited and became Sigma Rho members during the second semester of SY 2006-2007. Andrew

Gozar who was admitted to UPLB in 2007 became a member of Sigma Rho fraternity on June 29, 2007. Surprisingly, old members of the Sigma Rho fraternity such as Ramon Cristobal, Carlo Vic Anida, Emil Ricardo Perpeña, Linnuel Lorico, John Bailey Samarista and one ARCI were recruited when they were still freshmen.

Convincingly, the two weeks period after the orientation of the Sigma Rho fraternity which includes the reporting stage is enough to enable the complainants to recognize most of the respondents even only through their voices. For this reason, even though they were blindfolded, the complainants really knew who was the respondent hazing them while talking to them during the final initiation rites of the Sigma Rho Fraternity on July 27, 2007. And for two weeks, they became acquainted with all of the respondents in these six (6) cases.

On the other hand, to refute the allegations, the respondents submitted answers simply in a denial form stating only that they vehemently deny all the charges against them, the same being untrue. During the entire proceedings of this case, neither they confute the statements of the complainants nor presented evidences to prove their innocence. Mr. Aran, appeared and present himself to the Tribunal denying the charges against him. He stated that he went home during that date and time subject of the six (6) cases.

Contrary to what they have stated in their memorandum that respondents Guerzon and Aran did not participate in the hazing activity of the Sigma Rho fraternity, during the hearing on November 24, 2008, the respondents categorically stated that Randolph John Guerzon and Arnold Aran were present during the hazing or final initiation rites conducted by the Sigma Rho frat members on July 27, 2009. Aside from positively identifying Arnold Aran, Queliza and Casimiro testified in their Salaysays that Aran hit them by a belt in their bodies. Belgica likewise testified that Aran was present during the hazing activity.

The members who were not present during the said activity, according to the complainants, were De Belen, Tanguio and Veluya. However, the complainants have sufficiently proven that De Belen, Tanguio and Veluya were present during the reporting stage of the recruitment of the Sigma Rho Fraternity which started on July 10 until July 25, 2007.

Respondents Anciano, Escobanas, Gozar, Meneses, Naval, Orosco, Tanguio and Veluya did not submit their answers to the formal charges. Records show that their formal charges were received by their Colleges and distributed to them afterwards. (Attachments 4 to 4-D) Likewise, they were notified during the scheduled hearings of the six (6) cases through their counsel. During the last hearing on November 24, 2008, the respondents counsel confirmed that he is representing the twenty (24) respondents in the six (6) cases. The Memorandum of the respondents which was received by the SDT on February 2, 2009 likewise confirmed that Atty. Rhett Emmanuel Serfino, the defense counsel, represents all the respondents in the six (6) cases.

The defenses of the respondents are merely denials and alibis. Likewise, the freshmen respondent's defenses are alibis and denials. The Supreme Court in *People vs. Patalin, Jr. et. al.* OR No. 125539, July 27, 1999 held that with respect to the defenses of denial and alibi, significantly these defenses, if unsubstantiated by clear and convincing evidence, are negative and self-serving,

deserve no weight in law, and cannot be given evidentiary value over the testimony of credible witnesses who testify on affirmative matters (People vs. Gayon, 269 SCRA 587 [1997]. Positive identification, where categorical and consistent and without any showing of ill motive on the part of the eyewitnesses testifying on the matter, prevails over alibi and denial (People vs. Javier, 269 SCRA 181 [1997].

The Tribunal finds no ill motive on the part of the complainants because these fraternity men were just new acquaintances to them.

We understand the situation of the complainants that they were fearing for their lives which made them acquiesced to all the orders/wishes of the officers and members of the Sigma Rho Fraternities. Right from the start, they already informed the members and officers of the Sigma Rho Fraternity that they do not want to join the fraternity because they all knew the policy of the university regarding the freshmen who will join the fraternity. However, they completely ignored what the complainants said to them. Instead they commented: "HINDI PAPANSININ NG OSA ANG FRESHMAN NA PAPASOK SA FRAT DAHIL HINDI NA NILA MALALAMAN ITO. WALANG KASO SA OSA ANG PAGSALI SA FRAT"

We took note of the fact that said hazing incident was discovered on July 30, 2007 when the Men's Dorm Manager notified the parents of Casimiro, Belgica, Olpot and Queliza because the guard noticed some bruises on their arms. (Exhibit I). Accordingly, the dorm policies were explained to the parents. On July 31, 2007, the parents talked with the dorm manager to discuss the case. On August 3, 2007, the parents of the complainants filed a letter-complaint with the SDT.

We commend the courageous act of the complainants and parents in reporting to the University this hazing activity of the Sigma Rho fraternity, despite all the intimidations and fears they have experienced.

Likewise, we commend the Dorm Manager of the Men's Dormitory, Mrs. Liwayway Dumagco for her vigilance who, because of her instruction to the security guard to observe these students having bruises in the parts of their bodies, discovered the hazing incident and immediately talked with the parents of the complainants. The parents, upon discovering the incident, filed a complaint with the SDT on August 3, 2007."

For the sake of clarity, each case will be discussed below.

SDT Case No. 07-15A: Physical initiation or hazing on the persons of UPLB college freshmen students John Derek Chester P. Queliza, Fidel T. Casimiro, Jr., Edan A. Belgica and Lynnel C. Olpot

All the complainants identified the participation of each of the respondent-appellants during the initiation activity. Such participation ranged from being present during the activity to slapping, punching, hitting the complainants with paddles and belts, and even requiring the complainants to lick their slippers. [See Exhibit I (Joint Complaint Affidavit executed by the complainants Fidel Casimiro, Jr., Lynnel Olpot, Edan Belgica, and John Derek Chester Queliza dated August 7, 2007); Exhibits JJ-1, J-2, and J-3 (Salaysay ni Fidel Casimiro Jr., Edan Belgica, Lynnel Olpot, and John Derek Chester Queliza sa SDT Case No.

07-15.)] The extent of the injuries sustained by Complainants was also sufficiently proven. [See Exhibit P (Medical Certificate of Casimiro), Exhibit Q (Medical Certificate of Belgica), Exhibit R (Medical Certificate of Olpot), Exhibit S (Medical Certificate of Queliza), Exhibit T (Pictures of Casimiro's Injuries), Exhibit U (Pictures of Belgica's injuries), Exhibit V (Pictures of Olpot's Injuries), and Exhibit W (Pictures of Queliza's Injuries)]

The respondent-appellants either denied their participation or invoked the defense of alibi.

We uphold the decision of the SDT. The prosecution provided substantial evidence showing that the respondent-appellants are guilty of the offense of hazing. As held by the Supreme Court in the landmark case of Ang Tibay vs. Commissioner of Internal Revenue (69 Phil 635), substantial evidence is more than a mere scintilla. It means such relevant evidence as a reasonable mind might accept as adequate to support a conclusion. Denials and alibis cannot effectively counter the positive identification of four (4) witnesses. The Supreme Court has held in the case of Abay and Darilag vs. People of the Philippines (G.R. No. 165896, September 19, 2008):

Worth stressing, this Court has consistently ruled that the defense of alibi must be received with suspicion and caution, not only because it is inherently weak and unreliable, but also because it can be easily fabricated. Alibi is a weak defense that becomes even weaker in the face of the positive identification of the accused. An alibi cannot prevail over the positive identification of the petitioners by credible witnesses who have no motive to testify falsely. (Citations omitted)

Thus, this Office affirms the decision of the SDT in SDT Case No. 07-15. Respondent-appellants ALCARAZ, ANCIANO, BRIONES, CABAYLO, FERNES, GALINDON, MALABANAN, MARCO and PERPEÑA are guilty of violating Rule 1 Section 1(B) and are expelled from the University.

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SDT Case No. 07-15-A: Recruiting UPLB college freshmen students John Derek Chester P. Queliza, Fidel T. Casimiro, Jr., Edan A. Belgica and Lynnel C. Olpot and Aristotle Salvania to the Sigma Rho Fraternity.

The SDT decision painstakingly recounted the participation of each respondent-appellant in the recruitment of freshmen students QUELIZA, CASIMIRO, BELGICA, and OLPO. Substantial evidence, in the form of the testimonies of the complainants [Exhibits K, K-1, K-2, and K-3 (3 (Salaysay ni Fidel Casimiro Jr., Edan Belgica, Lynnel Olpot, and John Derek Chester Queliza sa SDT Case No. 07-15a).], as well as the tickler notebooks of complainants CASIMIRO [Exhibit E (not Exhibit D as identified by the SDT)] and OLPO [Exhibit D (not Exhibit E as identified by the SDT)], indicate that the respondent-appellants actively recruited complainants despite the knowledge that they were freshmen. Complainants were even blithely informed by several respondent-appellants that "hindi papansinin ng OSA ang Freshman na papasok sa Frat dahil hindi nila malalaman Ito. Walang kaso sa OSA ang pagsali sa frat". [See Exhibit I]

Considering the substantial evidence presented against respondent-appellants, and their failure to present evidence to overcome the charges against them, this Office AFFIRMS the decision of the SDT finding all the respondent-appellants guilty of violating Rule 1 Section 1(H) of the Rules and suspending all of them for one (1) year.

SDT Case No. 07-15C: Recruiting UBLB freshmen students Erizon S. Aldea (New Freshman), Marck David G. Briones (Old Freshman), Clarence R. Carcellar (Old Freshman), John Keith Enriquez (Old Freshman), Andrew DG Gozar (New Freshman) and Angelo Bernardo C. Orosco (Old Freshman) to the Sigma Rho Fraternity.

As held by the SDT, it was sufficiently proven with substantial evidence that several other freshmen, aside from complainants, were recruited by Sigma Rho. The tickler notebooks presented that more than a few Sigma Rhoans were recruited and inducted into the fraternity during their first year in college.

To be held liable for violation of Rule 1 Section 1(H) of the Rules, the following must be proven with substantial evidence:

1. The respondent is a fraternity or sorority member or officer.
2. The recruits were freshmen or first year students.

All officers of the fraternities or sororities concerned shall be suspended for at least one (1) year.

The Rules provide a distinction between officers and members of recruiting fraternities or sororities. A member must be shown to have actively participated in the recruitment process. However, an officer may be held liable for violating Rule 1 Section 1(H) despite lack of evidence showing actual participation. The Rules take into account the fact that officers are leaders and must be expected to behave as such. As an officer, respondent has the responsibility of ensuring that his fraternity brothers not only complied with the rules and regulations of their fraternity, but those of the University as well. As an officer, he is in the perfect position to put a stop to the recruitment of freshmen, knowing fully well that recruitment of freshmen is prohibited under the Rules. Failure to do so constitutes a violation of the Rules.

Taking this into account, respondent-appellants GALINDON, MARCO, and FERNES have clearly violated Rule 1 Section 1(H) of the Rules. GALINDON served as Whip 2 of Sigma Rho during the first semester of SY 2007-2008. MARCO served as the Vice Archon during the second semester of SY 2006-2007. FERNES served as Keeper of the Rolls during the second semester of SY 2006-2007. [See Attachment 1 (Student Organizations and Activities Division (SOAD) Membership Roster of the Sigma Rho Fraternity officers and members)]

As officers of Sigma Rho during the time freshmen students Aldea, Briones, Carcellar, Enriquez, Gozar, and Orosco were recruited and inducted, they must be held responsible for failing to properly lead their fraternity and for allowing their brethren to blatantly violate University Rules. The decision of the SDT finding respondent-appellants GALINDON, MARCO, and FERNES guilty of violating Rule 1 Section 1(H) of the Rules and imposing on them a penalty of suspension for one (1) year is AFFIRMED.

The Tickler notebooks of Olpot and Casimiro [Exhibits D-18 and E-18] showed that Angelo Bernard Orosco, whose student number is 2006-57488, had his fraternity finals on 8 December 2006. The said notebooks identified respondent-appellant CABAYLO as Orosco's sponsor or ninong. Considering Orosco signed Casimiro's notebook, there is substantial evidence proving that Orosco was recruited as a freshman by respondent-appellant CABAYLO.

Also, the Tickler notebooks of Olpot and Casimiro [Exhibits D-24 and E-24] showed that respondent-appellant CARCELLAR identified respondent-appellant ANCIANO as his sponsor when he was a recruit. Considering respondent-appellant CARCELLAR signed both tickler notebooks, there is substantial evidence proving that respondent-appellant ANCIANO recruited CARCELLAR when the latter was a freshman.

The fact that CABAYLO and ANCIANO were identified as sponsors shows that they had actual participation in the recruitment of the above-named students when they were freshmen. It is common knowledge that sponsors serve to guide, encourage, and supervise those they sponsor. There being substantial evidence to show actual participation in recruiting Orosco and Carcellar when they were freshmen, the decision finding ANCIANO and CABAYLO guilty of violating Rule 1 Section 1(H) of the Rules and imposing on them a penalty of suspension for one (1) year is AFFIRMED.

On the other hand, respondent-appellants ALCARAZ, MALABANAN, and PERPEÑA were only members at the time Aldea, Briones, Carcellar, Enriquez, Gozar, and Orosco were recruited. There has been no proof offered showing their actual participation in the recruitment process of these particular freshmen. There being no substantial evidence to support conviction, the decision of the SDT finding the aforementioned respondent-appellants guilty of violating Rule 1 Section 1(H) of the Rules is REVERSED.

SDT Case No. 07-15D: As freshmen students of UPLB you allowed yourselves to be recruited to the Sigma Rho Fraternity

Under the Rules, a freshman student is liable for violation of Rule 1 Section 1(H) when he or she allows himself to be recruited into a fraternity or sorority.

The prosecution has provided substantial evidence that respondent-appellants BRIONES and CARCELLAR were freshmen at the time they were recruited. As the SDT accurately pointed out respondent-appellants BRIONES and CARCELLAR, who were admitted to the UPLB only last 2006, were recruited and became Sigma Rho members during the second semester of SY 2006-2007.

The testimonies of the witnesses [Exhibit I, Exhibits M, N-1, N-2, and N-3 (3 Salaysay ni Fidel Casimiro Jr., Edan Belgica, Lynnel Olpot, and John Derek Chester Queliza sa SDT Case No. 07-15d).], certifications from UPLB Colleges regarding the classification of BRIONES and CARCELLAR as old freshmen [Annex D (Certification from the College of Economics and Management regarding the classification of respondent Carcellar) and Annex E (Certification from the College of Agriculture regarding the classification of Mark David Briones)], as well as the tickler notebooks submitted as evidence, constituted more than enough proof to sustain a conviction for violation of Rule 1 Section 1(H) of the Rules. Accordingly, the decision of the SDT convicting respondent-appellants BRIONES and CARCELLAR of violating Rule 1 Section 1(H) of the Rules is affirmed.

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Unfortunately, respondent-appellants did not provide new evidence to support reversal of their convictions on factual or legal ground. Absent any proof of innocence, and considering the substantial evidence against them, we cannot recommend that their convictions be modified, as a matter of law, and thus these convictions must stand.

While there can be no justice without mercy, justice for the Complainants should not be denied. As freshmen students, complainants were coerced to join a fraternity. They were subjected to physical pain and humiliation in the hands of the men they sought to call "brothers." While appeals often focus on the appellants, the Complainants and their own fight for justice must not be forgotten. Accordingly, it is recommended that the

conviction of all nine (9) respondent-appellants in SDT Case Nos. 07-15, 07-15A, 07-15C, and 07-15D be sustained.

In light of respondent-appellants’ expulsion, they cannot be allowed to graduate from the University.

Respondent-appellants Alcaraz, Anciano, and Marco have completed the academic units required to graduate, as shown by true copies of grades provided by their respective colleges. Unfortunately, all three should be expelled for their act of hazing, in violation of the Rules.

For one to be called a UP graduate, he or she must not only have earned all the academic requirements for graduation, but must have conducted himself or herself in such manner as a UP student. A student who has violated the Rules – through the deliberate infliction of physical harm on another- is clearly not worthy of emulation. Nothing in the appeals of Alcaraz, Anciano and Marco or their student records would point to circumstances that might justify a different treatment from previous students who have been expelled for violating the same rules.

Section 13(d) of Republic Act No. 9500, otherwise known as the University of the Philippines Charter of 2008, states that the Board of Regents has the power to approve the graduation of students. This is an exercise of academic freedom. As held in the case of University of the Philippines Board of Regents et al. vs. Court of Appeals and Arokiaswamy (G.R. No. 134625, 31 August 1999):

“Art. XIV, S5 (2) of the Constitution provides that “academic freedom shall be enjoyed in all institutions of higher learning.” This is nothing new. The 1935 Constitution and the 1973 Constitution likewise provided for the academic freedom or, more precisely, for the institutional autonomy of universities and institutions of higher learning. As pointed out by this Court in Garcia vs. Faculty Admission Committee, Loyola School of Theology (68 SCRA 277 (1975)), it is a freedom granted to “institutions of higher learning” which is thus given “a wide sphere of authority certainly extending to the choice of the students.” **If such institution of higher learning can decide who can and who cannot study in it, it certainly can also determine on whom it can confer the honor and distinction of being its graduates.**” (Citations omitted, emphasis ours)

It must be noted that the appeals of Alcaraz, Anciano, and Marco have not demonstrated any circumstances that would justify a commutation of the expulsions to any lower penalty. In the absence of any such circumstances that would show genuine remorse, it is recommended that the penalties should stand and that Alcaraz, Anciano and Marco not be allowed to graduate.

Respondent-appellant Galindon’s graduation should be withdrawn.

Respondent-appellant Galindon, on the other hand, stated in his letter of appeal to the BOR:

“The decision of the Student Disciplinary Tribunal and Office of the President hindered my supposed-to-be present goal on (sic) my professional career. I can finish my academic units on time during Academic Year 2007-2008 but decided to leave two (2) GE subjects to be enrolled on summer 2008

just to have a reason for my parents not to march and climb the stage on (sic) the graduation rites. Eventually they have known (sic) the problem which I am going through. I felt so terribly weak that time because I know that, for my four years stay and hardship in the University, my parents would be very happy and satisfied seeing me graduate.

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... My parents expect me to finish my degree soon and get a masteral degree. I am respectfully asking for a chance to give me the opportunity to finish my bachelor degree in the University and to uphold its integrity...”

Based on his letter, it would seem that respondent-appellant Galindon purposely did not finish the last six (6) units required for his degree, to prevent his parents from knowing of his failure to graduate due to a pending case. This is certainly indicative of the character of Mr. Galindon and does not serve to commend his character. His concealment of the consequences of his decision to join a fraternity and to engage in hazing from his parents does not indicate good character but instead displays a refusal to be accountable for the consequences of his choices or decisions.

The College of Forestry and Natural Resources (CFNR) of UP Los Baños, on our request, provided a copy of Mr. Galindon’s grades. It clearly stated that Mr. Galindon earned the following grades during the summer of 2008:

Course No.	Descriptive Title	Final Grade	Units
FRM 200A	Practicum in FERM	1.5	6
PSY 1	Exploring the Self: Thoughts, Feelings, and Actions	1.5	3
HUM 2	Art, Man, and Society	2.25	3

In fact, Mr. Galindon’s true copy of grades shows that the College Faculty had approved his clearance to graduate. It seems that by his academic records, Mr. Galindon has already graduated.

Mr. Galindon’s graduation was first recommended to be withdrawn by the UP Los Baños University Council (“University Council”) during its 109th meeting held on 12 December 2008, and such recommendation was further reiterated during the University Council’s meeting held on 21 April 2009. The University Council’s decision was forwarded to the Board of Regents, which deferred action on the case pending the resolution of Mr. Galindon’s appeal. The Office of the Chancellor has sustained the decision of the UPLB University Council to withdraw Mr. Galindon’s graduation.

The power to approve the graduation of students has been granted to the Board of Regents by virtue of Republic Act No. 9500, known as the University of the Philippines Charter of 2008. Inherent to this power is the power to withdraw a student’s degree.

In light of Mr. Galindon’s expulsion due to conviction in SDT Case No. 07-15 and in the absence of any factual or legal grounds to justify a different penalty, it is recommended that the expulsion stand and that his graduation be withdrawn, in accordance with the recommendation of UPLB University Council.



SUMMARY

For clarification, a table is provided below summarizing the respective penalties recommended to be imposed upon each of the respondent-appellants.

RESPONDENT	07-15	07-15A	07-15C	07-15D	TOTAL
ALCARAZ	EXPULSION	1 year suspension	ACQUITTED	NOT CHARGED	Expulsion + 1 year suspension
ANCIANO	EXPULSION	1 year suspension	1 year suspension	NOT CHARGED	Expulsion + 2 years suspension
BRIONES	EXPULSION	1 year suspension	NOT CHARGED	1 year suspension	Expulsion + 2 years suspension
CABAYLO	EXPULSION	1 year suspension	1 year suspension	NOT CHARGED	Expulsion + 2 years suspension
FERNES	EXPULSION	1 year suspension	1 year suspension	NOT CHARGED	Expulsion + 2 years suspension
GALINDON	EXPULSION	1 year suspension	1 year suspension	NOT CHARGED	Expulsion + 2 years suspension
MALABANAN	EXPULSION	1 year suspension	ACQUITTED	NOT CHARGED	Expulsion + 1 year suspension
MARCO	EXPULSION	1 year suspension	1 year suspension	NOT CHARGED	Expulsion + 2 years suspension
SAMARISTA	EXPULSION	1 year suspension	ACQUITTED	NOT CHARGED	Expulsion + 1 year suspension

Board action: **The Board decided to commute the penalty of expulsion of nine (9) UPLB Sigma Rho students to five (5) years suspension. The Board likewise agreed that there should be efforts on the part of the fraternity most especially the students involved to raise awareness of the effects of hazing and being recruited.**

N.B. President Roman gave a brief background of the appeal. She said that this is a hazing case involving twenty four (24) students. Of the twenty four (24), the case of three (3) students had already been finally decided by the Board. These are the cases of De Belen, Aran and Guerzon. Of the remaining twenty one (21) students, twelve (12) did not appeal at all. The Board is now left with nine (9) students. All the nine (9) students have been meted the penalty of expulsion and of the nine (9), seven (7) have been meted an additional penalty of one (1) year suspension. There are several charges, one is hazing, the other one is recruitment and being recruited.

The President added that of the nine (9) students, four (4) are graduating and five (5) are not graduating. The status of those not graduating is as follows: one has seventy seven (77) units to go, another has fifty three (53) units to go, another with nine (9) units to go, another with six (6) units to go and another with twenty four (24) units to go. Many of those who appealed said that they would accept any penalty except expulsion. There is one who was mistakenly recommended for graduation but whose graduation was eventually recommended by the UPLB University Council to be withdrawn.

President Roman recalled that the Board has shown compassion in the cases of Aran, Guerzon and De Belen and commuted their penalty of expulsion to five (5) years suspension/ and or one year community service. Thus, the President recommends a similar commutation of the penalty of expulsion to five (5) years suspension for the nine (9) Sigma RHO students.

Regent Cabrera pointed out that the five (5) years suspension is still quite heavy a penalty. This, he said, is actually tantamount to expulsion. The students would no longer be able to go back to the University.

The President reiterated what she said earlier that the nine (9) students are willing to accept any penalty except expulsion. The Staff Regent reacted that the students might not be aware of the five (5) years.

Regent Taguiwalo said that the students are aware of the five (5) years suspension since they appealed after the Board commuted the penalty of their fraternity brothers. The Faculty Regent made it clear that expulsion is different from suspension. She, however, suggested that in addition to suspension, the students be tasked to talk before students on the effects of hazing and the consequences of joining fraternities during the freshman year.

President Roman restated and amended her motion as follows, " to commute the penalty of expulsion to five (5) years suspension, plus efforts on the part of the fraternity most especially the students involved to raise awareness of the effects of hazing and being recruited."

Regent Pascual pointed out that by just publicizing the penalty imposed, the Board is already sending the message.

Regent Taguiwalo commented that the talk could be a teaching aid during the freshman orientation program. This could also be uploaded in the "You Tube," and this could be financed by the fraternity.

Chair Licuanan said that this is a creative thing to get fraternities involved in this counter culture against violence.

The problem, according to Regent Pascual is that the Board has already made a decision last time. It might be difficult to change now.

President Roman noted that in the earlier case, there was community service. The implementing guidelines for community service would be discussed in the President's Advisory Council.

Regent Taguiwalo informed the Board that there are some feedback from the University Council, i.e. the Board is now commuting the penalty of expulsion. It is important for the Board to tell the community that it is not simply commutation. There are also rehabilitation measures involved.



Guidelines for the Merit Promotion of Faculty Members who are Eligible to Cross-Rank and are due for Compulsory Retirement

These guidelines were approved by the Board of Regents at its 1258th meeting held on 29 July 2010. Regent Taguiwalo pointed out in that meeting that there are faculty members who are able to fulfil the requirements for crossing rank at a time when there is no call for promotion. Her sentiment is to include these faculty members in the proposal. President Roman assured the Faculty Regent that she would present her recommendation to the President’s Advisory Council (PAC).

At this meeting, Regent Taguiwalo followed up her recommendation. The President informed her and the Board that this is going to be taken up in the meeting of the PAC. The first time the matter was presented to the PAC, the latter did not endorse. This is why, the President said, she would again ask the PAC about this matter.

Regent Taguiwalo made it clear that her proposal is to allow the merit promotion outside of the call for promotion of faculty members who are eligible to cross-rank, i.e. assistant professors, associate professors. This, the Faculty Regent said, was the original spirit of the proposal.

On the Tenure of Ms. Sarah Raymundo

At its 1258th meeting held on 29 July 2010, President Roman suggested that a Regents’ Committee be tasked to answer the letter of the Department of Sociology.

In the same meeting Faculty Regent Taguiwalo said that she is willing to draft the answer to the aforementioned letter and she would share it with the Board.

Faculty Regent Taguiwalo informed the Board that she is not yet ready with her response to the Department of Sociology and requested more time for her to prepare. In this connection she requested for a copy of the letter of the Department of Sociology dated 26 July 2010.

President Roman called the attention of the Board to the portion of the draft minutes of the University Council of UP Diliman when the case of Ms. Raymundo was taken. She pointed out though that this still needs Council approval.

Regent Pascual requested that the transcript of the discussion of the University Council on the Raymundo case be asked from UP Diliman.

REPORTS

Report of the President

Hereunder is the Report of the President:

I. Report on the trip to the United States

I was invited by the UP Nursing Alumni Association International to speak before them during their 31st alumni reunion in New York. This was a two-day affair attended by about 300 nursing alumni. While in New York, I also met with the Board of Governors of the UP Medical Alumni Association of America (UPMASA). Over dinner, which they hosted, we discussed the Research Grant Administration Office (RGAO) of UP Manila, which was established upon the initiative of UPMASA over a 3-year period. RGAO now has PhP11 Million to support UP Manila’s research programs. I also met with UP Los Baños and UP Rural High School alumni, who hosted lunch in my honor.

From New York, I proceeded to New Jersey to grace the alumni gathering of the UPAA New Jersey Chapter. The dinner held in my honor was attended by about 80 alumni.

In Los Angeles, I was the guest of the UPAA Greater Los Angeles. A dinner was held at the residence of the UPAAGLC President, Alma

Onrubia, attended by 70 alumni. Also in LA, the UP Beta Sigma Fraternity Alumni Association held a dinner in my honor. I also did a 2-hour interview over the radio with Radio Manila. The interview was also featured in California Examiner, a Filipino newspaper. A copy of the interview is now available in my office.

I also convened a meeting of the Friends of the UP Foundation in America (FUPFA). As of June 2010, its assets stand at \$723,940. This does not include amounts remitted to the UP Foundation.

I also visited with the alumni of UPAA Greater Chicago and with the UP Vanguard Corps of Sponsors Alumni International, condoled with Isabel Juan, widow of Francisco “Toti” Juan, a UP Alumnus who was a member of the FUPFA Board. In Chicago, I also had a 2-hour meeting with Chinna Boddipalli, Managing Director of the Indian Institute of Technology Kharagpur, regarding academic partnerships and institutional development involving our two universities.

II. Donations and Pledges

Following is a summary of donations/pledges from the various alumni groups:

UP Nursing Alumni Association International	\$64,500
UPAA New Jersey (This will be added to their donation of \$15,000 already collected and now deposited with UP Foundation)	2,000
Frank Mamaril and Sonny Pagador (To support UP Mindanao Infirmary over 3 years)	15,000
UPAA Greater Los Angeles (To upgrade Faculty Grant to Professorial Chair)	10,000
UP Los Baños Alumni Association (\$5,000 has already been remitted)	30,000
Aurora Pizaña Mamaril (for professorial chair which she will complete by 2013 – her nursing class’ golden jubilee)	30,000
	\$151,500

Ms. Leonila Navarro Mariazeta, a Nursing alumna, has also pledged to make a bequest to UP. UP will be named a beneficiary in her will.

I also had a meeting with Ruena Woods whose sister, an alumnus of the College of Nursing, passed away over a month ago. The husband, a UP Medicine alumnus and the family have pledged to make a donation to UP in her honor. They have yet to decide if the donation will be a professorial chair or a scholarship grant.

Mrs. Isabel Juan also informed me of her plan to set-up a Francisco “Toti” Juan Memorial Fund to support UP’s programs. Donations during Toti’s wake now form the initial fund for this.

N.B. President Roman informed the Board that she just arrived from the United States. She received US\$151,500 in donations and pledges. The amount, according to the President is actually decreasing. In 2005, when she visited the United States, the President said that she got something like US\$191,000, in 2006, she got US\$220,000, in 2008, it was US\$1.2 Million and in 2009, it was US\$19,000. The President pointed out that some alumni are now thinking of making bequests to UP. The alumni in the US are considering putting UP in their will. This is a welcome development.

Regent Pascual asked how the money is remitted to the University. The President said that the donations are usually coursed through the Foundation. The UP Medical Society in America (UPMASA), for one, has its own foundation. Others do it through the Friends of UP Foundation in America (FUPFA).

Asked by Regent Pascual if the University could make use of Ayala Foundation, the President said that the University does not have to. Besides, Ayala charges administrative fee.

Regent Cabrera asked why the donations are not remitted directly to the University. Do the donors identify where to course through their donations? Foundations use the name and the facilities of the University. When the President travels, she is supported by the University, but the donations go directly to the Foundation.

President Roman explained that her official trips are not funded by the University. It is usually the one inviting or the Foundation that funds her official trips. It is the choice of the donors where to send their donations. In the case of the alumni in the United States, if they want to avail of tax incentives, they do it through a Foundation based in the US. In the case of UPMASA, they do not even remit the money to UP. They remit the honoraria directly to the professorial chair holders. It is UPMASA that manages the funds.

Report of the Student Regent

Regent Co informed the Board of the holding of an "All Leaders Conference" sponsored by the Office of the Student Regent in coordination with the Katipunan ng mga Sangguniang Mag-aaral sa UP. Initially a Luzon wide Congress was held in UP Diliman, followed by a series of UP Visayas, "All leaders Conference" in UPV Iloilo, UPV Cebu and UPV Tacloban. The students, according to Regent Co made a united stand on the ongoing selection process for the next UP President. Basically, the Student Regent said that the "All Leaders Conference" aimed to consolidate the ranks of the students. It also aimed to raise the issues confronting the studentry before the nominees for the UP Presidency and see how these issues are going to be addressed by the nominees. There was an agreement to form the Student Movement for a Democratic UP with an agenda that include local as well as national issues which the group plans to present to the nominees for the UP presidency.

The Student acknowledged the support extended to the "All leaders Conference" by President Roman, Regent Chua, Regent Pascual and the UPAA.

Report of the Staff Regent

Regent Cabrera reported on the two recent fora which the Sectoral Regents have conducted. The latest ones were held in UP Baguio on August 20 and in UP Mindanao on August 26. The Staff Regent thanked Chancellors Macansantos and Rivero. The latter even suspended classes and enjoined everyone to attend the forum. The outcomes of these fora according to Regent Cabrera were quite encouraging. There were those who were still interested in sending nominations but were informed that the deadline was over. It was in these fora that suggestions to hold the nominees' fora outside of Luzon cropped up. While realizing the expenses involved, it was the sentiment that they would want to meet the nominees and would like to find out their answers to concerns which they hope to present to these nominees. This was a major sentiment raised during the forum in UP Mindanao.

POLICY MATTERS APPROVED

Conferment of the degree of Doctor of Laws (Honoris Causa) Upon Honorable REYNATO S. PUNO, Former Chief Justice of the Supreme Court of the Republic of the Philippines

The System Committee on Honorary Degrees recommends the conferment of the degree of Doctor of Laws (Honoris Causa) upon former Chief Justice Reynato S. Puno.

Portion of the nomination from the UP College of Law reads as follows:

"We wish to honor him for his work in the Supreme Court, where his fidelity to the Constitution and his determination to frame and resolve the great legal issues of the day within a responsive legal and social philosophy, has led him to become the "voice of liberal judicial activism..."

Board action: APPROVAL.

Institution of Master of Physical Therapy at the College of Allied Medical Professions, UP Manila

The proposal was endorsed for approval by the UP Manila University Council at its 82nd regular meeting held on July 9, 2010 at the BSLR East Lecture Room, College of Medicine.

The proposed Master of Physical Therapy (MPT) program is a graduate course for physical therapists who aspire to advance their competencies as practicing clinicians and to develop a specialized area of practice. The program highlights the use of advanced concepts in the clinics, including critical analyses of theories that underpin practice in physical therapy, a more comprehensive study of the physiological bases of physical therapy, careful integration of research evidence and ethics in decision making, conduct of clinical research, efficient application of the different modes of clinical reasoning, and an enhanced appreciation of issues affecting contemporary practice.

Rationale

Developments in health care include a demand for demonstrable effectiveness of service, a focus on client-centered and family-centered practice, and the use of standardized test and treatment protocols. This requires physical therapists to be explicitly accountable for effective and efficient patient care (Jensen, Gwyer, Shepard & Hack, 2000). Moreover, physical therapists are expected to provide care to a wide array of patients – older population, children, patients with neurologic conditions; professional athletes and others. The variety of who may benefit from physical therapy services has prompted some physical therapists to develop special interest in specific areas of practice. Developing a deeper understanding of a specific area of practice and considering available evidence from research, contributes to advancing the knowledge and practice of PTs.

Graduates of the Bachelor of Science in Physical Therapy have entry-level competencies expected to a beginning professional. Although this may be sufficient for a novice clinician to have a general practice of physical therapy, this may not be enough to answer the demands of current health care practice. It is necessary to develop novice clinicians through a systematic approach to become expert physical therapists who are patient-centered and reflective, use varied forms of clinical reasoning, and focus on movement issues linked to function and exhibit virtues of caring and commitment (Jensen, et al 2000). In other countries, this gap has been addressed by the availability of different levels of education programs for physical therapy such as entry-level and post-professional master's degrees in physical therapy and doctorate degrees in the field. Such post-baccalaureate programs are lacking in the Philippines. Instead, many physical therapists pursue further studies by enrolling in related fields like occupational health, special education, public health or health professions education. At present, the most directly related post-baccalaureate degrees to physical therapy are Master of Rehabilitation Science at the University of the Philippines (UP) and Master of Science of Physical Therapy offered in another university. Neither of these is geared toward advancing clinical competencies of physical therapists. Thus there is a need for a local graduate program that would upgrade knowledge, skills and attitudes toward clinician expertise. Physical therapists need a degree that is universally accepted and meet global standards and trends in physical education and practice.

This proposed MPT program aims to facilitate a professional's progression through the stages of professional development, from relying on generalized rules and procedures to being an involved practitioner who is able to perceive and reflect on specific clinical situations. By so doing, the MPT program prepares the professional to assume more senior roles in education, administration and research. The program is designed to consider the graduate student's learning needs. The student, if he/she wishes, can identify a specific area of practice in which he/she can direct his/her studies. With the envisioned offering of the MPT program, they provide a globally equivalent course in physical therapy education and continue pioneering role in the offering of such courses in the Philippines. (The complete proposal is on file at OSU Records.)

Board action: APPROVAL.

Establishment of the College of Mass Communication Graduate Mentoring Award

The proposed award recognizes the crucial contributions of the dissertation adviser of a new Ph.D. graduate from the College of Mass Communication with a Plaque of Appreciation that is signed by the College of Mass Communication Dean and a cash award of Php20,000.00. Similarly, the thesis adviser of a new MA graduate also receives a Plaque of Appreciation and a cash award of Php10,000.00. When a co-adviser is involved, the cash award is divided equally between the two.

The primary objective of the CMC Graduate Mentoring Award is to increase the number of Ph.D. graduates to about 5 to 10 per school year assuming that 15 Ph.D. faculty members are serving CMC.

The cash award shall be sourced from the CMC Graduate Tuition Fee Fund.

The program is patterned after that of the College of Science (1246th BOR, 31 July 2009) where advisers are given extra monetary compensation and certificates when their advisees have finished their degree program.

The proposal has been approved by the Graduate Faculty Council of the College during its 12 March 2010 meeting and ratified by the College Faculty Assembly in April 2010.

Board action: APPROVAL.

Proposal on the Integration of Interactive Learning Center (ILC) with the Teaching and Learning Resource Center (TLRC), UP Visayas

Rationale

The establishment of the Interactive Learning Centers (ILC) in the different CUs was approved by the Board of Regents on September 25, 2003. Its main functions are: to produce multimedia materials, monitor and evaluate applications for and outcomes of instructional multimedia projects, ensure the accessibility of materials to students and faculty, organize training sessions on instructional technologies, maintain and upgrade equipment and facilities, and enforce policies that ensure the quality of materials. At UPV, there are 3 ILC's: in the main campus of Miag-ao, at UPV Cebu College and at UPV Tacloban College. The ILC Miag-ao is headed by a Director, that at UPVCC and UPVTC, by a Coordinator.

At its meeting on November 23, 2009, the Board of Regents approved the renaming of the Learning Resource Center at UP Visayas to Teaching and Learning Resource Center (TLRC) since the vision, mission, functions and programs of the LRC have evolved to cater not only to the needs of the students but the faculty as well. With the expansion of the functions of the TLRC to include providing teaching support to the faculty, and considering the existing mandate of ILC, it is proposed that

the functions of ILC be subsumed as a program under the TLRC. This proposed integration will further streamline the functions of academic units providing teaching support at UPV.

The proposal was discussed and approved by the UPV Chancellor's Advisory Council in its meeting held on 9 July 2010.

Board action: APPROVAL.

Request for Extension of the Temporary Waiver of the Faculty Tenure Rule in Favor of Dr. JOSELITO P. DUYANEN, Professor 1, College of Science, UP Diliman, Effective 1 June 2010 until 31 May 2011

Dr. Duyanen earned his PhD in Environmental Geology and Geochemistry from the University of Heidelberg, Germany under the Deustches Akademischer Austauschdiens (DAAD) scholarship grant. His specialization is one of the fields that is indispensable in addressing issues of national and global concerns.

The College Executive Board (CEB) has decided to consider endorsing the granting of permanent appointment (tenure) to Dr. Duyanen only after he is able to publish one (1) more technical article in an ISI-indexed journal based on research work done at the National Institute of Geological Sciences (NIGS).

Board action: APPROVAL.

Request for the Temporary Waiver of the Faculty Tenure Rule in Favor of Prof. CHESTER C. ARCILLA, Assistant Professor 3, UP Manila, Effective 1 June 2010 until 28 July 2010

Prof. Arcilla's recommendation for tenure has been approved by the Board in its July 2010 meeting. He has already published an article in a refereed journal, has submitted an article on social movements to the Philippine Social Science Review last February 2010 and an article on resilience in the UP Manila Journal.

This is to provide continuity in the service of Prof. Arcilla. UP Manila overlooked the need for a stop gap appointment for him.

Board action: APPROVAL.

Request for Temporary Waiver of the Faculty Tenure Rule in Favor of Dr. JOSIEVITZ TAN-ZAFRA, Assistant Professor, College of Dentistry, UP Manila, effective 1 June 2010 until 31 October 2011

Dr. Zafra's article entitled "Decision Making in Orthodontics: Extraction Versus Expansion" has been published in the Journal of the Philippine Dental Association, January to June 2010 issue.

This is a stop gap measure while the tenure papers are being processed.

Board action: APPROVAL.

Request for Temporary Waiver of the Faculty Tenure Rule in Favor of Dr. FLOR A. CEBALLO, Assistant Professor 4, Crop Protection Center, College of Agriculture, UP Los Baños, Effective 1 June 2010 until 31 October 2010

Dr. Ceballo earned her doctoral degree from the University of Queensland in 2001. She has consistently obtained very good student evaluation. Her paper entitled "How does climate impact on biological control?: The effectiveness of citrus mealybug control by the parasitoid, *Coccidoxenoids perminutus*" has been accepted for publication by the

Philippine Agricultural Scientist Journal for its December 2010 issue. The latter is expected to come out anytime during the period June 2010 - October 2010.

Dr. Ceballo has performed exceptionally well in her teaching duties with an average SET range of 1.22 to 1.28 over a period of four (4) semesters. Currently, she has 10 student advisees. A total of seven (7) undergraduate students had graduated under her supervision.

She has been a valuable asset to the Cluster. After two years in the faculty position, Dr. Ceballo has received a plaque of appreciation in recognition of her exemplary guidance of one of her advisees who was awarded the "Best Undergraduate Thesis in Entomology for 2010" by Pest Management Council of the Philippines - Bayer Crop Science. In 2009, she won the Philippine Association of Entomologists "Best Poster in Entomology" for a paper she co-authored with one of her student advisees.

Additionally, she was also a consultant to some high school students from Batangas College of Arts and Sciences, Lipa City doing a science research project. One of these students was awarded the "1st Runner-up" - Student Science Investigatory Project during the 6th National Science Quiz-Sci-Drama and Science Fair 2009 sponsored by DEPED-DOST.

Dr. Ceballo has published five (5) ISI articles and one (1) article in refereed journal from 1998 to 2005 while she was a University Researcher II. She has also presented a total of 21 scientific papers, 11 orally and 10 as posters providing evidences of her productivity.

Board action: APPROVAL.

FINANCIAL MATTERS APPROVED

Grant of the 2nd Rice Subsidy/Allowance for 2010

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

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

In this connection, the President requests authority to grant the 2nd rice subsidy/allowance for 2010.

In the spirit of equity, it is further requested that the same rice subsidy/allowance of Php1,500 be given to the Faculty, REPS and administrative personnel not covered by the CNA between the University and the two Unions - AUPWU & AUPAEU.

Board action: APPROVAL.

Authority to Utilize the Amount of Php1,000,000.00 from the Approved Reprogrammed Fund of UP Manila as per 1245th BOR Meeting held on 25 June 2009, Certified as Available by UP Manila Chief Accountant and Budget Office Chief, to be utilized as follows:

Maintenance and Other Operating Expenses To provide funds for the proposed Merit Foundation Day Awards to UP Manila qualified REPS and administrative Staff in October 2010	Php1,000,000.00
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It is understood that disbursements shall be subject to the usual accounting, budgeting and auditing laws, rules and regulations.

Board action: APPROVAL.

Authority to Utilize the Interest Earnings of the UP Manila Special Endowment Fund (SEF) in the Amount of Php150,000.00 Annually, Certified as Available by UP Manila Chief Accountant, to be utilized as follows:

Maintenance and Other Operating Expenses To provide funds for cash awards for the "Gawad Sentenaryo" Professorial Chairs at Php75,000.00 per awardee per annum, one for the UPM-CAS and one for the UPM-NIH	Php150,000.00
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The awarding shall commence in January 2011 and this shall be on a continuing basis.

It is understood that disbursements shall be subject to the usual accounting, budgeting and auditing laws, rules and regulations.

Board action: APPROVAL.

Realignment of UP Los Baños' Unexpended Balance Amounting to Thirty-Three Million Sixty-Three Thousand (Php33,063,000), Chargeable against the Reprogrammed Fund Approved by the Board of Regents in its 1249th Meeting dated September 25, 2009 and 1255th Meeting dated May 27, 2010, Certified as Available by UPLB Chief Accountant and Budget Management Office Chief, to be utilized as follows:

From	To
Capital Outlay	Maintenance and Other Operating Expenses

The MOOE is needed to fast tract the various repairs and renovation of UPLB academic buildings and dormitories by administration.

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

Board action: APPROVAL.

N.B. Regent Taguiwalo asked why a proposal which was submitted by the unit and approved by the Board only last May is now being changed from Capital Outlay to MOOE.

Chancellor Velasco who was called in for this particular item explained that the initial request was for Capital Outlay. With so many projects ongoing, UPLB has a very limited capacity to prepare documents for bidding of repairs and upgrading of facilities. Thus, the UPLB Administration decided to have supervised repair rather than a contracted repair. Moreover, UPLB also realized that once the repair facility is opened, there are a lot of other things that need to be repaired. If this is outside the contract, another round of bidding is necessary. This is the reason for the request for realignment from Capital Outlay to MOOE.

When asked by the Staff Regent who will be doing the work, Chancellor Velasco said that they would be hiring NGWs but supervised by UP. In a way, the Chancellor said, this is also good because they would be hiring the local people. If contracted out, the Contractor would have to bring his/her own people.



Reprogramming of UP Visayas' Unexpended Obligations under the Realigned Investment Fund in the Amount of Php2,000,000, Certified Available by the UPV Chief Accountant and Budget Office Chief, to be utilized as follows:

Personal Services To fund the Financial Assistance for Hospitalization Expenses (FAHPE) of UPV personnel	Php2,000,000.00
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It is understood that disbursements from this reprogrammed amount shall be subject to the usual accounting, budgeting and auditing laws, rules and regulations.

Board action: **APPROVAL.**

APPOINTMENTS

APPOINTMENT OF PROFESSORS EMERITI

UP Diliman

Prof. JASMIN ACUÑA, College of Business Administration

Prof. VIRGILIO ALMARIO, College of Arts and Letters

Prof. LOURDES CRUZ, College of Science

Prof. RANDOLF DAVID, College of Social Sciences
and Philosophy

Prof. ROSARIO DEL ROSARIO, College of Social Work
and Community Development

Prof. CRISTINA P. HIDALGO, College of Arts and Letters

Prof. CONCEPCION LIZADA, College of Home Economics

Prof. FELIPE MIRANDA, College of Social Sciences
and Philosophy

Prof. SOLITA MONSOD, School of Economics

Prof. EVANGEL QUIWA, College of Engineering

Prof. RAFAEL RODRIGUEZ, College of Business Administration

Prof. LIGAYA TIAMSON RUBIN, College of Arts and Letters

Prof. LINA VALCARCEL, College of Business Administration

Prof. BASILIO ESTEBAN VILLARUZ, College of Music

UP Manila

Prof. RAMON L. ARCADIO, College of Medicine

Prof. ANTONIO MONTALBAN, College of Medicine

The President also called the attention of the Board to the points raised by the Vice President for Academic Affairs who is also Chair of the UP System Committee on Professor Emeritus. The Vice President for Academic Affairs pointed out in her letter dated 24 August 2010 that some of the awardees from UP Diliman retired a few years ago. In May 2009, UP Diliman submitted for approval of the Board a proposal for the retention of the existing selection criteria but with refinements in the selection procedure wherein a two-level review by separate committees, a cluster committee and a campus level committee, will be implemented. While the System Committee commends UP Diliman for coming up with a quantitative rating system by cluster, the Committee believes that these can still stand a lot of improvement most especially the comparability between the different clusters. The Committee believes that the University is appointing Professors Emeriti for the entire University and not for a particular cluster. Moreover, UPD has introduced a different way of evaluating Professor Emeritus which is essentially based simply on accomplishment instead of the gestalt of the nominee, i.e. his/her overall achievement and stature in the academic community. The UP Diliman selection process also allowed the Cluster Committees to evaluate all qualified faculty about to retire, i.e. at age 64.

In view of these developments, the Chair of the UP System Committee on Professor Emeritus suggests that this may be a good time to review the University's concept of Professor Emeritus, as well as look into improving the UP Diliman system and its eventual adoption UP System-wide. To this end the Committee recommends that another committee for this purpose be created.

Board action: **The Board approved the list of those recommended for appointment as Professor Emeritus.**

N.B. Regent Taguiwalo requested that the Board be provided with the criteria used in evaluating those recommended for Professor Emeritus appointment. She said that this is the first time that there are nominees who have not yet retired. Regent Taguiwalo added that this is a very important position because it is for life. She also said that she does not have questions about those recommended. She knows many of them and they all have served the University. She just wants to share the criteria with her constituents.

President Roman requested that the Vice President for Academic Affairs be asked to come in to respond to the concerns of the Faculty Regent. The latter, however, agreed that she simply be provided the copy of the criteria which she said she would share with the community.

No further questions were raised.

UNIVERSITY OFFICIALS

UP System

Dr. AMELIA P. GUEVARA as Acting Director, Philippine Genome Center (PGC), effective 1 September 2010 until 31 May 2011

TRANSFER TO PERMANENT STATUS

UP Diliman

Prof. Ariel C. Blanco as Assistant Professor 5 (Salary Grade 21-1), College of Engineering, effective 27 August 2010

Prof. Norma G. Cajilig as Assistant Professor 5 (Salary Grade 21-2), College of Education, effective 27 August 2010

Prof. Rizalino B. Cruz as Assistant Professor 3 (Salary Grade 19-3), National College of Public Administration and Governance, effective 27 August 2010

Prof. Alonzo A. Gabriel as Assistant Professor 4 (Salary Grade 20-1), College of Home Economics, effective 27 August 2010

Prof. Jose Q. Pedrajita as Assistant Professor 3 (Salary Grade 19-3), College of Education, effective 27 August 2010

Prof. Rosalie T. Quilicol as Assistant Professor 2 (Salary Grade 19-1), College of Social Work and Community Development, effective 27 August 2010

Prof. Verna Dinah Q. Viajar as Assistant Professor 1 (Salary Grade 18-1), College of Social Sciences and Philosophy, effective 27 August 2010

UP Los Baños

Prof. Ma Sheila M. Simat as Assistant Professor 3 (Salary Grade 19-3), College of Arts and Sciences, effective 27 August 2010

UP Manila

Dr. Reynaldo E. Ang as Associate Professor 4 (Salary Grade 24-3) (part-time), College of Medicine, effective 27 August 2010

Dr. Nina C. Castillo-Carandang as Associate Professor 1 (Salary Grade 22-5) (part-time), College of Medicine, effective 27 August 2010

UP Mindanao

Prof. Raymundo R. Pavo as Assistant Professor 1 (Salary Grade 18-1), College of Humanities and Social Sciences, effective 27 August 2010

ORIGINAL APPOINTMENT

UP Mindanao

Prof. Dominica DM Dacera as Associate Professor 4 (Salary Grade 24-3), College of Science and Mathematics, effective 27 August 2010 until 31 May 2011

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

UP Diliman

Prof. Luis M. Alarilla, Professor 12 (Salary Grade 29-8), College of Engineering, effective 1 June 2010 until 31 May 2011

Prof. Leonor M. Briones, Professor 12 (Salary Grade 29-8), National College of Public Administration and Governance, effective 1 June 2010 until 16 October 2010

Prof. Aga Mayo Butocan, Assistant Professor 6 (Salary Grade 21-6), College of Music, effective 24 July 2010 until 31 October 2010

Prof. Selma G. Cortes, Associate Professor 3 (Salary Grade 23-6), UP Integrated School, College of Education, effective 17 July 2010 until 31 October 2010

Prof. Patricio B. Lazaro, Professor 12 (Salary Grade 29-8), College of Arts and Letters, effective 17 March 2010 until 31 May 2010

Prof. Patricio B. Lazaro, Professor 12 (Salary Grade 29-8), College of Arts and Letters, effective 1 June 2010 until 31 May 2011

Prof. Honesto G. Nuqui, Professor 12 (Salary Grade 29-8), College of Science, effective 28 September 2010 until 31 March 2011

UP Manila

Dr. Serafin C. Hilvano, Professor 9 (Salary Grade 28-8) (part-time), College of Medicine, effective 1 January 2010 until 31 May 2010

UP Visayas

Prof. Rosario H. Asong, Professor 3 (Salary Grade 26-6), College of Arts and Sciences, effective 4 October 2010 until 31 October 2010

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

UP Diliman

Prof. Consolacion R. Alaras, Professorial Lecturer 5, College of Arts and Letters, effective 1 June 2010 until 31 May 2011

Prof. Ernesto M. Pernia, Professorial Lecturer 5, School of Economics, effective 1 June 2010 until 31 May 2011

Prof. Remedios R. Roderos, Professorial Lecturer 5, College of Science, effective 1 June 2010 until 31 May 2011

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

UP Diliman

Prof. Amado B. Deloria, Professorial Lecturer 1, College of Engineering, effective 1 June 2010 until 31 May 2011

Prof. Rosario D. Del Rosario, Professorial Lecturer 5, Center for International Studies, effective 1 June 2010 until 31 May 2011

Prof. Albina P. Fernandez, Professorial Lecturer 2, College of Arts and Letters, effective 1 June 2010 until 31 May 2011

Prof. Serafin D. Talisayon, Professorial Lecturer 5, Technology Management Center, effective 1 June 2010 until 31 May 2011

Prof. Vivencio R. Jose, Professorial Lecturer 5, College of Arts and Letters, effective 1 June 2010 until 31 May 2011

Prof. Luis V. Teodoro, Professorial Lecturer 5, College of Mass Communication, effective 1 June 2010 until 31 May 2011

UP Manila

Dr. Antonio C. Chavez, Clinical Professor, College of Medicine, effective 1 June 2010 until 31 May 2011

Dr. Frances Lina Lantion-Ang, Clinical Professor, College of Medicine, effective 1 June 2010 until 31 May 2011

Dr. Rosie R. Noche, Clinical Associate Professor, College of Medicine, effective 1 June 2010 until 31 May 2011

Dr. Cecilia V. Tomas, Clinical Professor, College of Medicine, effective 1 June 2010 until 31 May 2011

Dr. Mario J. Valenton, Clinical Associate Professor, College of Medicine, effective 1 June 2010 until 31 May 2011

**REAPPOINTMENT BEYOND
COMPULSORY RETIREMENT AGE OF 65**

UP Manila

Dr. Alfonso A. Doloroso, Clinical Professor, College of Medicine, effective 1 June 2010 until 22 October 2010

Dr. Virgilio T. Genuino, Clinical Professor, College of Medicine, effective 1 June 2010 until 22 October 2010

PROFESSORIAL CHAIRS ESTABLISHED

“Gawad Sentenaryo” Professorial Chairs at UP Manila

UP Manila recommends the establishments of two (2) “Gawad Sentenaryo” Professorial Chairs at Php75,000 per awardee per annum namely:

- One (1) for CAS
- One (1) for NIH

These Chairs shall be funded annually from the interest earnings of the UP Manila Special Endowment Fund (SEF).

The awarding shall commence in January 2011 and shall be on a continuing basis.



MATTERS CONFIRMED

MEMORANDA OF AGREEMENT

UP System

Memorandum on Academic Cooperation between the University of the Philippines and the University of Trento

Project: Academic and Educational Cooperation

Particulars:

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

Effectivity: Valid for a period of three (3) years from the date of signing by the representatives of both universities. This agreement shall be renewed after being reviewed and renegotiated by both universities.

Date signed: 13 May 2010

Memorandum of Academic Cooperation between the University of the Philippines and the Partido State University

Project: Academic and Educational Cooperation

Particulars:

Both Universities agree on the following:

- a. The development and implementation of specific activities based on the agreement will be separately negotiated and agreed upon between the faculty, departments, institutes or colleges which carry out the specific projects. Both parties agree to carry out these activities in accordance with the policies, laws and regulations of the respective institutions after full consultation and approval;

- b. It is understood that the implementation of any of the types of cooperation/assistance may be restricted depending upon the availability of resources and financial support of the universities concerned;
- c. Should any collaborative research activity under the Agreement result in any potential for intellectual property, the rights shall be equally shared by both universities;
- d. Amendments or modifications of the Agreement shall be made in writing, and signed by authorized representatives of both parties and duly notarized. Such amendment/s or modification/s shall comply and be in keeping with the spirit of the Program; and
- e. Should any disagreement arise out of the application, interpretation or implementation of the Agreement, both parties shall endeavour to exercise best efforts to negotiate differences.

Effectivity: Valid for a period of five (5) years from the date of signing by the representatives of both parties, subject to renewal within sixty (60) days prior to the expiration of the Agreement

Licensing Agreement between the University of the Philippines (University) and Mr. Ireneo T. Jardenil, Jr. (Licensee)

Project: Grant of Non-Exclusive License for the Use of UP's Licensed Materials

Particulars:

License

- a. The University grants the Licensee the non-exclusive right to use the Licensed Materials in relation to Product Classes 16, 18 and 25 specified in the Agreement;
- b. The Licensee acknowledges that the rights granted are non-exclusive and limited to the specified Product Classes;
- c. Nothing in this Agreement shall prevent the University from dealing with its rights in the Licensed Materials for any other purpose in other Product Classes with respect to any other merchandise.

Ownership and Title

- a. The Licensee shall exploit the Licensed Materials to the best advantage of the parties but nothing shall constitute a right for the Licensee to use any of the Trademarks owned by the University except as a non-exclusive licensee thereof;
- b. The Licensee shall not use the Licensed Materials as part of its trade name or otherwise to characterize its business;
- c. The Licensee acknowledges the title of the University to the trademarks, and agrees that the goodwill arising from use of these trademarks by the Licensee shall accrue to the benefit of the University. The Licensee shall not challenge the title of the University to the trademarks or be a party to any act likely to prejudice the trademarks or other intellectual or commercial property right in respect of the Merchandise and/or the Licensed Materials to which the Licensee shall be entitled; and
- d. All intellectual or commercial property rights in the design and product development of the Merchandise and the Sales Materials shall belong jointly to the Licensee and the University.

Payments

- a. In consideration of the non-exclusive License granted herein, the Licensee shall pay to the University from Commencement Date, the Royalty Fee equal to Ten Percent (10.0%) of the Merchandise's Net Wholesale Price, up to the full term of the Agreement;

- b. In addition to the Royalty Fee, the Licensee shall pay to the University a goodwill fee of Philippine Pesos: PhP150,000.00 payable in three (3) installments;
- c. Within thirty (30) days from each calendar quarter end, the Licensee shall render to the University a written statement of the Actual Sales Report certified by the Licensee's auditors showing the royalty fee due the University, the basis of determination of the same, and of which the Royalty Fee shall be simultaneously paid to the University;
- d. The Merchandise is deemed sold upon dispatch of invoice to the purchasers;
- e. Payment of Royalty Fee by the Licensee to the University shall be made in the Philippines Peso Currency;
- f. In accordance with the Provision of Sec. 25 of the Republic Act No. 9500 or the UP Charter of 2008, the 10% Royalty Fee of the University shall be exempt from all taxes and duties and shall be subject to 0% VAT;
- g. The Licensee shall in no event, without the University's prior consent, be entitled to offset any amounts it may claim as owed to it by the University for any reason whatsoever, against any remittance of Royalty Fee owed to the University pursuant to this Agreement;
- h. The University may charge interest on all monies outstanding calculated from the due date for payment at a rate of One Percent (1.0%) per month;
- i. Failure by the Licensee to make payment of the Royalty Fee in full within one hundred eighty (180) days after the due date shall entitle the University to, automatically and without need for demand, cancel this Agreement in accordance with the terms of paragraph 17 (Termination) of the Agreement; and
- j. Licensee agrees and warrants that the projected yearly Royalty Fees in the Agreement are based on the minimum and guaranteed sales of the Merchandise. Licensee, therefore, agrees and warrants to pay an additional Royalty Fee equivalent to one percent (1.0%) of the actual sales volume in the event that the actual sales volume does not meet the minimum sales target.

Effectivity: Effective for a period of five (5) years commencing on 8 March 2010 and shall expire on 8 March 2015. Any renewal of this Licensing Agreement shall be subject to the University's assessment of the performance of the Licensee and the current business environment in relation to the University's mission.

Date notarized: 5 July 2010

UP Diliman

Addendum 1 to the Memorandum of Agreement for Academic Cooperation between the University of the Philippines and the Management Center Innsbruck

Project: Exchange of Students

Particulars:

- a. The University of the Philippines and the Management Center Innsbruck hereby agree to enter into a collaboration for the purpose of establishing a student exchange program to provide opportunities for students to study in a different cultural and academic environment;
- b. Unless the coordinators of the Exchange Program agree otherwise, an exchange student will spend one full semester at the host institution and undertake a full-time academic workload for

the period. A semester usually equals approximately fifteen weeks;

- c. Unless agreed otherwise, the exchange program will involve students who have completed at least three (3) semesters of tertiary study at the home institution;
- d. Each university agrees to waive tuition fees for a maximum of two (2) students coming from the other institution under the Agreement;
- e. The University of the Philippines will send up to five (5) exchange students to Management Center Innsbruck each academic year, beginning with the signing of the agreement. Management Center Innsbruck will send up to five (5) students to the University of the Philippines each academic year, beginning with the signing of the agreement.

Date signed: 10 December 2010 (by MCI)
10 June 2010 (by UP)

Agreement on Academic Cooperation (First Renewal) between the University of the Philippines and the MCI Management Center Innsbruck, The Entrepreneurial School

Project: Academic Exchange

Particulars:

Collaboration may be carried out in any of the following activities:

- Exchange of students;
- Exchange of academic staff (faculty); and
- Joint development and organization of academic programs, courses or seminars.

Effectivity: Effective for three (3) years upon signature by both parties or their representatives

Date signed: 10 June 2010 (by UP)
10 December 2010 (by MCI)

Agreement on Academic Cooperation (Third Renewal) between the University of the Philippines and the Nagasaki University

Project: Educational and academic cooperation

Particulars:

- a. Both universities agree to develop the following collaborative activities in academic areas of mutual interest, on a basis of equality and reciprocity:
 - Exchange of faculty members, researchers and administrative staff;
 - Exchange of students;
 - Implementation of collaborative research projects;
 - Implementation of lectures and symposia;
 - Exchange of academic information and materials; and
 - Promotion of other academic cooperation on which they have agreed.
- b. The development and implementation of specific activities based on the Agreement will be separately negotiated and agreed between the faculties, schools or institutes, which carry out the specific projects. Both universities agree to carry out these activities in accordance with the laws and regulations of the respective countries after full consultation and approval.

Effectivity: Valid for a period of five (5) years from the date of signing by the representatives of both universities. This agreement may be renewed after being reviewed and renegotiated by both universities.

Date signed: 10 April 2010

Memorandum of Understanding on Student Exchange (Second Renewal) between the University of the Philippines and the Nagasaki University

Project: Exchange of Students

Particulars:

Based on the Agreement on Academic Cooperation between the University of the Philippines and the Nagasaki University signed on April 10, 2010, both parties have agreed to conclude a Memorandum to specify terms and conditions of student exchange:

1. **Number of Students.** The parties agreeing to the Memorandum shall accept up to two (2) undergraduate and graduate students for the length of one (1) academic year.
2. **Recommendation and determination.** Host university/institution shall select and determine exchange participants based on home university's recommendation.
3. **Status.** Exchange students shall be registered as non-degree students.
4. **Period.** In principle, the period of student exchange is within one (1) academic year. After this initial period, the participating students may extend the length of their study period for up to another year (1) year, if both host and home universities approve it.
5. **Course application.** Exchange students may apply for courses at the host University. The host university, however, reserves the right to decline their requests because of existing restrictions on application.
6. **Evaluation.** At the end of the exchange period, the host university shall inform the home university about the exchange student's academic performance. Academic achievements earned at the host university shall be evaluated by the home university according to the latter's curricula; and
7. **Expenses.** Neither party to the Memorandum shall levy application, admission, and tuition fees on the exchange students. All other relevant expenses, including accommodation, transportation costs, living expenses and adequate health and accident insurance, shall be borne by the student participants. Host university shall undertake efforts to locate housing for the exchange students.

Effectivity: Valid from the date of joint signing until the designated termination date mentioned in the Academic Cooperation Agreement. This Memorandum may be renewed after being renegotiated by both parties.

Date signed: 10 April 2010



Memorandum of Agreement for Educational and Scientific Cooperation between the University of the Philippines through its Institute of Environmental Science and Meteorology and the De La Salle University (DLSU) through its Center for Natural Science and Ecological Research

Particulars:

1. DLSU and UP Diliman will participate and cooperate in marine environmental research and research-related activities as identified and agreed on by their respective Deans of the College of Science
 - a. DLSU and UP Diliman will make available its faculty members to participate in the projects;
 - b. Participation of faculty member/s of one institution to projects implemented by the other shall be covered by project-specific Terms of Reference; and
 - c. Projects implemented by one institution shall compensate the other institution for the "release time" of faculty member/s of the latter who are involved in the projects, as specified in project-specific Terms of Reference.
2. DLSU and UP Diliman will make available their respective educational facilities for class field trips, practicum classes, and the like:
 - a. Use of these stations shall be covered by standard contracts and rental rates by these respective institution; and
 - b. Joint liability waivers shall be developed to protect both the home institution of the class and the host institution.

Effectivity: Effective for a period of three (3) years upon execution by the parties, renewable for such period and under such terms and conditions mutually agreed upon in writing by the parties

Date notarized: 24 June 2010

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

Project: ERDT: Towards a Context-Aware Classification and Retrieval System of e-Learning Materials

Amount of the Project: PhP3,195,269.00

Implementing Unit: College of Engineering, UP Diliman

Particulars:

- a. The project shall be undertaken by UPD through the Department of Computer Science in accordance with the approved project proposal and shall be monitored by PCASTRD. The proponent shall acknowledge the support of both DOST and PCASRTD and shall submit to PCASTRD, the technical terminal accomplishment and audited financial reports within three (3) months after the completion of the program. PCASTRD shall submit said reports to DOST within one (1) month after the receipt thereof;
- b. The DOST support for the project shall be a financial grant of PhP3,195,269.00 to be expended as allocated in the approved Project Line-Item Budget. The Revised Guidelines Governing the

Grants-in-Aid Program of DOST shall govern the implementation of the program.

- c. The project funds shall be released directly by DOST to UPD subject to fund availability and the project's fund utilization, except for the project management cost which will be directly released by DOST to PCASTRD as the monitoring council.

Completion Date: Shall be completed within a period of one (1) year and six (6) months, with the initial Y1 grant covering May 15, 2010 to May 14, 2011. The project shall be implemented during the said period or immediately after the release of the project funds.

Date notarized: 9 July 2010

UP Open University

Memorandum of Understanding between UP Open University and the RARE Conservation

Project: Provision of formal and non-formal educational programs on social marketing for conservation

Particulars:

- a. UPOU and RARE agree to the exchange of publications, such as books, academic journals and other official publications generated by either party in connection with the Agreement;
- b. Should any faculty collaboration between UPOU and RARE result in any potential for intellectual property, the parties shall meet through their designated representatives and seek an equitable and fair understanding as to ownership and other property interests that may arise. Any such discussions will at all times strive to preserve a harmonious and continuing relationship between the parties;
- c. The cooperation between UPOU and RARE shall be based on the principles of mutual benefit and respect for each other's independence. It is therefore agreed that each and every activity undertaken under the MOU is approved by the appropriate officials at each party and must fall within their respective administrative and fiscal constraints; and
- d. UPOU and RARE may pursue other forms of cooperation, within fields that are mutually acceptable and subject to the requirements of each party's own programs, research activities and other undertakings.

Effectivity: Effective on and after the date of its signing by the respective authorized signatories of both parties and shall remain in force until terminated by either party

Date notarized: 6 July 2010

OTHER MATTERS

Confirmation of the "SAGAD" Award Approved by the President in Favor of Prof. ELSIE JIMENEZ, Professor of Chemistry, UP Baguio

The President, by virtue of the authority granted her by the Board, approved the grant of "SAGAD" Award in Favor of Prof. ELSIE JIMENEZ, Professor of Chemistry, UP Baguio.

Prof. Jimenez garnered a total score of 90 points and 19.6 excess points. She published a Review Paper in Philippine Science Letters (vol.

2, p.60-66) on "Conantokins, from 'sleeper' activity to drug development." She also presented a Professorial Lecture on "The molecular basis and pharmacological management of pain," in addition to several works presented in conferences. She has excellent teaching skills and has also been active in extra-curricular activities.

This is now submitted for confirmation by the Board.

Board action: CONFIRMATION.

Confirmation of Promotions Approved by the President

At its 1255th meeting held on 27 May 2010, the Board of Regents gave the President authority to approve promotions. This is to meet deadlines set by the Department of Budget and Management. The grant of authority is with the understanding that those at the Professor Level and SG 26 for the non-teaching staff shall be subject to confirmation by the Board of Regents.

UP Manila Administration overlooked the names of the following faculty members in the previous list submitted to the Board:

Names	From	To
Prof. Nymia Simbulan (CAS)	Professor 7	Professor 8
Prof. Sabino Padilla (CAS)	Professor 4	Professor 5

Board action: CONFIRMATION.

Request of the President for Authority to Travel to the Republic of Turkey from 10 to 19 September 2010 to Discuss the Possibility of an International Cooperation between the University of the Philippines and Fatih University

The President requests permission to travel on official time to Istanbul, Turkey from 10 - 19 September 2010, inclusive of travel time, to discuss the possibility of an international cooperation between UP and Fatih University.

Except for her salary during the period and the usual pre-travel allowance, there will be no other government expense involved in this trip because Fatih University will cover everything.

The President also requests permission to use the official passport and exemption from payment of travel tax.

Board action: APPROVAL.

Appeal of Mr. FLORENDO C. SAMBRANO to the Honorable Board of Regents

Hereunder is the pertinent Memorandum of the Vice President for Legal Affairs:

"Statement of the Case:

Appellant Florendo C. Sambrano is employed at UP Los Baños as Administrative Officer V of the Supply and Property Management Office ("SPMO"). He appeals from the Decision of the President who affirmed the decision of the UPLB Chancellor that found Mr. Sambrano guilty of the grave offenses of gross negligence and serious violations of civil service rules on private practice of profession. He was imposed the penalty of dismissal from the service.

Facts:

On 4 June 2007, Mr. Cornelio L. Talatala, Chief Administrative Officer of the Supply and Property Management Office (SPMO), filed a letter complaint addressed to Chancellor Velasco against Mr. Florendo Sambrano. The complaint letter, which was signed by Vice-Chancellor for Administration Roberto F. Rañola Jr., recommended that administrative sanction be imposed upon Mr. Sambrano for his conduct prejudicial to the best interest of the service, specifically as follows:

- a. Neglect of duty, incompetence and insubordination, and
- b. Violation of Civil Service rules and regulations

The first ground referred to Mr. Sambrano's non-submission of report of fuel issuance, non-compliance with the deadlines and instructions, and non-observance of office rules and regulations. The second ground is related to Mr. Sambrano's work as Treasurer of Barangay San Juan, Calamba City and as Instructor in several teaching institutions without written permission from UPLB, and non-submission of the required Daily Time Records (DTRs).

On 20 June 2007, the Office of the UPLB Chancellor directed the UPLB Legal Office through Memorandum No. 72 to conduct a preliminary investigation of the complaint.

On 11 July 2007, Mr. Sambrano submitted his reply. Mr. Sambrano asked that the case be dismissed on the grounds that the charges are (a) baseless (walang kongkretong batayan ang akusasyon) and (b) anti-union (panggigipit sa isang manggagawang unyunista at pagbalewala sa umiiral na proseso at tuwirang paglabag sa umiiral na Collective Negotiation Agreement sa pagitan ng All U.P. Workers Union at UP). He stated that the matter could be resolved more speedily, effectively, peacefully, and at lesser cost through the Grievance Machinery under such CNA.

On 20 July 2007, Mr. Talatala filed a supplemental complaint for neglect of duty and insubordination. The complaint referred to the failure of Mr. Sambrano to respond to the order of his supervisor and SPMO Chief to explain in writing why he allowed fuel withdrawal by a non-red plate and unregistered vehicle and why no sanction would be imposed on him for such action.

On 27 July 2007, the Office of the Chancellor directed the UPLB Legal Office to consolidate original and supplemental complaints of Mr. Talatala.

On 10 August 2007, Mr. Sambrano submitted his comment on the consolidated complaints. Again, Mr. Sambrano asked that the case be dismissed because the charge was allegedly baseless and anti-union. He explained that the fuel withdrawal was authorized by Vice-Chancellor Enrico Supangco, i.e., 'marapat lamang na ito ay aming endorse na makapagwithdraw ng gasoline upang ang daloy ng operasyon ni Vice Chancellor ay hindi maputol.'

The UPLB Legal Office in its report to the Office of the Chancellor dated 26 September 2007 found a prima facie case against Mr. Sambrano. Regarding the alleged requirement to resort to grievance procedure pursuant to the Collective Negotiation Agreement (CNA), such was inapplicable because: (a) Mr. Sambrano has not filed any complaint or grievance to initiate or set the grievance machinery in motion and (b) the 'complaint' as defined in the CNA 'does not include those involving disciplinary actions which are governed by separate rules'. The formal charge drafted by the Legal Office also specified that Mr. Sambrano be placed under preventive suspension for 90 days effective immediately. This however was not implemented by the Office of the Chancellor.

On 30 October 2007, the Office of the Chancellor issued AO No. 136, Series of 2007 to Mr. Sambrano specifying the Formal Charge thus:

"Acting on the findings and recommendations of the UPLB Legal Office, you are hereby formally charged for the following offenses:

- 1) Gross negligence - for failure to perform your work of preparing and submitting monthly fuel issuance reports on the following months of year 2007: January, February, March, April May, June, notwithstanding reminders to do so.
- 2) Simple negligence - for the 3-month delay in submission of the fuel issuance report for September 2006 which was due on or before October 10, 2006 but which you submitted only on January 17, 2007.
- 3) Violation of the rules on private practice of profession as defined under Rule IV, Sec. 52 (c) (16) of the Uniform Rules on Administrative Cases in the Civil Service by your having worked as Barangay Treasurer of Brgy. San Juan, Calamba City from June 15, 2004 to January 9, 2006.
- 4) Violation of the rules on private practice of profession as defined under Rule IV, Sec. 52 (c) (16) of the Uniform rules on Administrative Cases in the Civil Service by your having worked as Instructor at the Colegio de Los Baños during regular government working hours on the 1st semester of SY 1998-99, specifically handling classes from 4-5:30 p.m. on Tuesdays and Thursdays; and during the 2nd semester of SY 1999-2000, specifically by handling classes from 4-5 p.m. on Mondays, Wednesdays, and Fridays.
- 5) Violation of existing civil service law and rules of serious nature, as defined under Rule IV, Sec 52 (b) (4) of the Uniform Rules on Administrative Cases, for your failure to file daily time records from August to November 2006 and for the months of March, May and June of year 2007.
- 6) Insubordination for failing to comply with the memorandum dated June 18, 2007 of Ms. Bernie Evangelista and the memorandum dated July 9, 2007 of Mr. Cornelio Talatala, head of the SPMO requiring you to explain in writing why you allowed non-red plate vehicle to be issued gasoline."

Likewise in the formal charge, Mr. Sambrano was asked whether he elects to have a formal investigation of the charge or whether he waives his right to such investigation. He was also advised that he is entitled to the assistance of counsel.

On 13 December 2007, the Office of the Chancellor created the Administrative Disciplinary Tribunal (ADT) to investigate the Formal Charge against Mr. Sambrano.

The ADT conducted a total of eight (8) meetings including the Pre-Hearing Conference and Clarificatory Hearing.

During the Pre-Hearing Conference conducted on 7 March 2008, the following appeared: Mr. Sambrano and his counsel, Atty. Jose Fernandez; Atty. Florinda Blanca (UPLB Special Advocate); and some members of the All UP workers Union (AUPWU). By agreement of the parties, the following material dates were set:

- a. Submission of Position Papers on 19 March 2008
- b. Submission of Replies on 26 March 2008
- c. Tentative setting of clarificatory meeting on 2 April 2008 at 9:00 a.m.
- d. The parties will inform the ADT by March 31, 2008 if they will present witnesses and conduct cross-examination.

On 9 April 2008, a clarificatory hearing was held. Present were Mr. Sambrano, some members of AUPWU, and Atty. Blanca. Mr. Sambrano informed the ADT that Atty. Fernandez came but could not attend the hearing for some reason. The ADT clarified some points with Mr. Sambrano to which he replied. The ADT asked Atty. Blanca if she

would present any witness. Atty. Blanca stated she will not present any witnesses. This being the case, the hearing was adjourned and considered the case submitted for resolution.

In its Report dated 15 May 2008, the ADT found Mr. Sambrano guilty in all the six (6) charges in the Formal Charge. Said ADT Report was adopted in full by the UPLB Chancellor in his decision contained in Administrative Order No. 111, Series of 2008. The relevant part of the decision is quoted hereunder:

“Under Section 55 of the Uniform Rules in Administrative Cases, if the respondent is found guilty of two or more charges or counts, the penalty to be imposed should be that correspondent to the most serious charge or count and the rest shall be considered as aggravating circumstances.

WHEREFORE, the respondent, Mr. Florendo C. Sambrano, is hereby dismissed from the service effective fifteen (15) days from receipt hereof, unless an appeal has been filed within the said period.

SO ORDERED.”

Dissatisfied with the Decision of the UPLB Chancellor, Mr. Sambrano filed an Appeal with the Office of the President on 15 July 2008. In his Memorandum on Appeal filed on 22 August 2008, Mr. Sambrano raised the following grounds:

- a. The proceedings which were had before the Administrative Disciplinary Tribunal were not set down in writing by a competent stenographer in violation of university rules;
- b. The Chancellor, notwithstanding respondent-appellant’s formal representation on the matter, did not get the complainant to pass through the Grievance Machinery, in violation of the specific mandate of the existing CNA between the UP and the All UP Workers Union; and
- c. The proceedings per se violated respondent-appellant’s basic right to procedural and substantive due process.

In the Decision dated 15 July 2009, President Roman denied Mr. Sambrano’s appeal, thus affirming the decision of the UPLB Chancellor. Mr. Sambrano was imposed the penalty of dismissal from the service.

On 28 August 2009, Mr. Sambrano filed his appeal to the Honorable Board of Regents.

Appellant’s Grounds for Appeal

Appellant reiterated his claim that he was not granted due process considering that: (a) no transcripts were taken of the proceedings at the ADT; and (b) the private complainant was never presented at any time during the investigation.

Issues:

Whether or not appellant’s claim that he was not granted due process is true, the findings of the President should be upheld and that appellant be dismissed from the service.

Comments:

It is recommended that the Decision of the President be upheld and the penalty imposed on appellant be likewise affirmed.

In pointing out the provision that “all proceedings had before the committee shall be set down in writing by a competent stenographer ... (Sec. 13, Rules and Regulations on the Discipline of the UP Faculty Members and Employees), Mr. Sambrano argued the said requirement is essential and should be complied with. He added that the rule is

intended to insure the integrity and transparency of the proceedings. The transcribed records of the proceedings would be allegedly crucial in the determination of the merits of the appeal. Without it, a committee or tribunal that is bent in prosecuting a complainant can conveniently prevail at the cost of basic justice and fairness.

On the matter of alleged violation of right to due process, Mr. Sambrano asserted that the complaining witness Mr. Cornelio L. Talatala was never called and presented during the entire proceedings of the ADT. Mr. Talatala never identified his affidavit and supplemental affidavit.

Due process is not always judicial process. Sometimes, legal controversies have to be decided not by courts but by administrative bodies, which are not bound by the finer points of judicial due process, though bound too, they are by the due process clause under the Bill of Rights. [Joaquin Bernas, *The 1987 Constitution of the Republic of the Philippines: A Commentary*, Rex Bookstore: Manila (1996 ed.), p. 107.]

In the landmark case of *Ang Tibay v. Court of Industrial Relations*, 63 Phil. 635 (1940), Justice Jose P. Laurel laid down the requirements of procedural due process in administrative cases, what he termed as “cardinal primary rights”. These are: (1) the right to a hearing, which includes the right to present one’s case and submit evidence in support thereof; (2) the tribunal must consider the evidence presented; (3) the decision must have something to support itself; (4) the evidence must be substantial. Substantial evidence means such reasonable evidence as a reasonable mind might accept as adequate to support a conclusion; (5) the decision must be based on the evidence presented at the hearing, or at least contained in the record and disclosed to the parties affected; (6) the tribunal or body or any of its judges must act on its own independent consideration of the law and facts of the controversy, and not simply accept the views of a subordinate; (7) the board or body should, in all controversial questions, render its decision in such manner that the parties to the proceeding can know the various issues involved, and the reason for the decision rendered.

Based on the records, the requirements of administrative due process were duly complied with. Mr. Sambrano was notified of the Formal Charge and was informed of his rights to an investigation and to a representation through a legal counsel. Upon submission of his Answer, no less than eight (8) meetings were conducted by the ADT, including a pre-hearing conference and a clarification hearing wherein he and his counsel participated. He submitted his position paper and reply, which pleadings were duly considered by the ADT. However, as there was substantial evidence on record and made known to Mr. Sambrano, the ADT found merits in the Formal Charge thus recommending to the UPLB Chancellor the appropriate penalty of dismissal from the service.

While it may be true that Mr. Talatala was not presented during any of the ADT proceedings to identify and confirm the complaint and the supplemental complaint, such omission could not affect the validity of the findings of the ADT, as affirmed by the UPLB Chancellor and the President. Independent and incontrovertible evidence formed part of the records of the case, which became the basis of the ADT conclusions. These pieces of evidence include Mr. Sambrano’s non-submission or delayed submission of monthly fuel allowance reports, non-filing or delayed filing of Daily Time Records (DTRs), and certifications that he acted as a barangay treasurer and an instructor in violation of the rules on private practice of profession.

The above explanation can likewise be applied in tackling the matter on the lack of transcript of ADT proceedings. Non-observance of the provision to transcribe the hearings of the ADT cannot invalidate or nullify the findings in the ADT Report, as affirmed by the UPLB Chancellor and the President. This is especially so considering that Mr. Sambrano himself and his lawyer actively participated in the proceedings of the ADT and was sufficiently accorded his rights to be informed of the charges against him and to be given an opportunity to defend himself. At most, the provision on transcribing the ADT proceedings is merely directory and not mandatory, non-compliance therewith shall not be enough to overturn the ADT recommendations and the UPLB Chancellor

decision that were all based on substantial evidence that are part of the records and disclosed to the parties.

Thus, contrary to Mr. Sambrano's discussion in his Appeal Memorandum, the appealed decision of the President (affirming the decision of the UPLB Chancellor) did not suffer from any procedural infirmity.

Finally, it is recommended that Mr. Sambrano's appeal be dismissed for lack of merit and the penalty of dismissal from the service be affirmed."

N.B. President Roman informed the Board that this is an entirely different case involving Mr. Sambrano. This particular case involves neglect of duty, incompetence, insubordination, violation of Civil Service Rules.

Regent Cabrera gave the Board a brief background of Mr. Sambrano. The latter is President of the UPLB Chapter of the All UP Workers' Union. He has served UPLB for thirty (30) years, first at the Accounting Office then the Supply, Property Management office (SPMO). During the search for the Chancellor when Dr. Wilfredo David was chosen, Mr. Sambrano served in the Search Committee. Mr. Talatala was put on a floating status during the time of Chancellor David. This was the time when issues against him were already raised by Mr. Talatala. Mr. Talatala was even removed as head of the SPMO because of alleged anomalous transactions. When Dr. Velasco assumed the Chancellorship, a formal charge was filed against Mr. Sambrano. For the record, according to Regent Cabrera, the case of Mr. Sambrano is not an issue of money. Mr. Sambrano has not stolen anything from the University. The case is a matter of policies and rules of the University. During the duration of the case, Mr. Talatala was not presented by the University. Mr. Sambrano's lawyer also asked for the entire proceedings of the case which should have formed part of the appeal. The University, however, informed the lawyer that it is not mandatory to give the record of proceedings because it is not a regular court and that there is still a likelihood that there could be regular court proceedings.

The Staff Regent also called the attention of the Board to the fact that it was the Legal Office of UPLB which filed the case against Mr. Sambrano. The same Office conducted the hearing and decided the case. Regent Cabrera pointed out that as provided in the UP Faculty Manual (Sec. 13, Rules and regulations on the Discipline of the UP Faculty Members and Employees), all proceedings related to disciplinary cases shall be set down in writing by a competent stenographer. But, in the decision of the President, it is stated that "provision on transcribing the ADT procedure is merely directory and not mandatory."

Regent Cabrera asked what the bases of the findings are since the one who filed the case against Mr. Sambrano was not presented by the University. The Staff Regent reiterated that the record of the entire proceedings was not made available to the lawyer of Mr. Sambrano. He recalled that prior to his becoming a Staff Regent, he has monitored some of the hearings. Regent Cabrera even remembered one instance when he and other union members were asked to step out of the hearing room by the lawyer. The case, according to Regent Cabrera, has political undertones because of the active role of the Union during the time of Chancellor David. While there are other charges filed against Mr. Sambrano, Regent Cabrera feels that there are no major reasons why Mr. Sambrano should be dismissed from the service.

Regent Cabrera recommended that a Regents' Committee be constituted to review this case thoroughly.

Vice President Te explained that there is a reason why the law considers certain appeals based on actual merits. There are certain appeals based on procedure and certain appeals based on grounds extraneous. It really depends on how issues are framed and that is how the appeal would be addressed. With due respect to the Staff Regent, he pointed out that the fact that Mr. Sambrano is a Union officer and has worked in UP for

a long time is extraneous to the issues before the Board. Otherwise, the Vice President said, the Board would have to go into every instance of every appellant. The Board is not designed for this.

Mr. Sambrano, according to Vice President Te was ably represented by counsel. The President rendered a ruling affirming the decision of the Chancellor. There were two issues raised: (1) failure to transcribe the notes and (2) failure to present on the part of the UPLB prosecution a witness in relation to the charges against Mr. Sambrano. Atty. Fernandez, the counsel of Mr. Sambrano knows fully well that the issue of anti-union has never been raised and should not at this point be considered by the Board. Thus, the Office of the Vice President has limited itself to the appeal. The Office cannot speculate as to what other grounds will be raised by the appeal. The recommendation is based solely on the appeal that was brought to the Board, i.e. whether the absence of stenographic notes will affect the proceedings in such a way that it would invalidate the proceedings. The second issue is whether the failure to present a witness would again affect the proceedings in such a way that it would invalidate the proceedings. These are the issues where the Office of Legal Affairs has done research. The issues being presented by the Staff Regent are new. These will have to be looked into, i.e. whether the issue of persecution or the political motive has been sufficiently demonstrated. The Vice President for Legal Affairs then asked for indulgence of the Board to allow him to look into this matter so that he could advice the Board accordingly.

Regent Taguiwalo suggested that the Staff Regent prepare what the Vice President for Legal Affairs is asking for.

Vice President Te said that he is willing to give an opinion based on what the Staff Regent will give if that is what Mr. Sambrano is now saying.

Nominations for the UP Presidency (taken up in Executive Session)

As of 25 August 2010, the Office of the Secretary of the University and of the Board of Regents received thirteen (13) nominations for the UP Presidency. Two (2) of the nominees did not accept the nominations. Dr. Maria Cynthia Rose B. Bautista officially wrote the Board declining her nomination. The other nominee, Regent Judy M. Taguiwalo who was nominated only on the deadline of the nomination did not submit the requirements but in effect declined the nomination.

The Board agreed to accept the nominations for the following:

ALARAS, Consolacion R.
AZANZA, Patrick Alain T.
BRIONES, Leonor M.
CABRAL, Esperanza I.
CAO, Sergio S.
DIOKNO, Benjamin E.
DIOKNO, Ma. Serena I.
PANGALANGAN, Raul C.
PASCUAL, Alfredo E.
TEODOSIO, Virginia A.
VELASCO, Luis Rey I.

Regent Pascual volunteered to go on leave from the UPAA Presidency and consequently, from the Board of Regents, while the search is ongoing. The First Vice President of the UPAA will serve as Acting President and represent the alumni on the Board of Regents in the meantime.

MATTERS NOTED

UP Diliman

2010 UP Alumni Council Meeting Resolutions (Adopted on 25 June 2010 in Diliman, Quezon City)

Deed of Donation between the University of the Philippines (Donee) and the Philippine Atmospheric, Geophysical and Astronomical Services Administration (PAGASA)

DEEDS OF DONATION

UP System

Deed of Donation and Acceptance between the University of the Philippines (Donee) and the Japan International Cooperation Agency (JICA)

Donations: Various properties

Donations: Various equipment

Quantity	Description
8 sets	Model Acer Aspire M3800 Desktop Computers Intel Core 2 Quad Q8400 2.66 GHz
8 sets	Computer Table - Sigma C 1048
8 sets	Computer Chair – Sigma C 621
2 sets	Deskjet 5560 Wireless Printer

- Projector
- Rack-Mountable Servers
- Cable Qualification Tester
- Fiber Optic Epoxy Tool Kit
- Electronic White Board
- Notebook
- Network Printer/ Copier (High Volume)
- Network Printer
- Document Camera

Value of Donation: PhP370,800.00

Beneficiary Unit: UP Information Technology Training Center (UP-ITTC)

Beneficiary Unit: Institute of Environmental Science and Meteorology, College of Science, UP Diliman

Particulars:

Particulars:

- a. The equipment listed and described above shall be for the exclusive use and operation of the UP-ITTC;
- b. The Donee shall be responsible for the operation and maintenance of the said equipment;
- c. The Donor warrants that the equipment donated are free from claim/s of third parties, and holds the Donee free from any liability arising therefrom;
- d. Any other tax liability on the donation shall be borne by the Donee; and
- e. In case any one or more of the provisions contained herein shall, for any reasons, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the Agreement, and the remaining valid provision shall be enforceable to the fullest extent.

- a. The properties listed and described above are donated to the Donee free from any lien and encumbrances, subject to the conditions that the said properties shall be used solely in the conduct of the official function and activities of the Donee as the designated RMTC of WMO where personnel of the Donor undertake graduate studies;
- b. All taxes due, if any, insurance and other fees will be borne by the Donee;
- c. The donation by the Donor to the Donee shall not create any obligation, legal, financial or otherwise, on the part of the Donor, to any person claiming entitlement to compensation or other remedies relating to personal injuries, economic harm or otherwise, including but not limited to, the Donee, beneficiaries and/or any other users of the donated properties. In the event any claim is asserted against the Donor, the Donee shall defend the Donor and indemnify it from all cost occasioned thereby, including any assessment of damages or imposition of legal obligations;
- d. The Donee shall visibly indicate on each of the properties, the fact of donation and the Donor’s name;
- e. The Donor shall be responsible for the repair and maintenance and safekeeping of the donated items;
- f. The Donor shall have the right to have access to the donated items in the event of an audit of the UCP;
- g. The Donee hereby accepts the donation and expresses its sincerest appreciation and gratitude for the generosity and kindness of the Donor.
- h. The Deed of Donation may be revoked or rescinded by the Donor when it comes to its knowledge that the properties subject of the donation were not used in connection with the Donee’s official functions and activities.

The Donee accepts and acknowledges receipt of the donation made in its favor by the Donor, and expresses appreciation and gratefulness for the liberality and generosity of the Donor.

Date notarized: 21 July 2010

Date notarized: 30 July 2010



CONTRACTS/AGREEMENTS**UP Manila****General Construction Agreement between the University of the Philippines Manila and the R.B. Soriano Construction**

Project: Renovation of GAB 202, College of Arts and Sciences

Mode of Procurement: Public Bidding - 29 April 2010

Amount of Contract: PhP734,176.19

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:***

1. The Contractor shall secure all pertinent permits required by any government office or agency in connection with the project;
2. 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;
3. 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;
4. 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;
5. The Contractor warrants and guarantees that all materials to be used for the project are new, free from hidden defects, and fully comply in every respect with the specifications, approved samples, and other requirements of the contract documents;
6. 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;
7. 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;
8. The Contractor shall leave the work in good order upon completion;
9. 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;
10. 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
11. 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: Forty-five (45) calendar days reckoned from the date of receipt of the Notice to Proceed

Date notarized: 8 July 2010

General Construction Agreement between the University of the Philippines Manila and the Ritvit Construction & Development Corporation

Project: Renovation of Accounting, Budget, HRD, Legal, UPMDFI, and Provident Offices and the Social Hall at the 8th Floor, PGH, Central Block

Mode of Procurement: Public Bidding - 22 February 2010

Amount of Contract: PhP14,019,308.75

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:***

1. The Contractor shall secure all pertinent permits required by any government office or agency in connection with the project;
2. 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;
3. 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;
4. 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;
5. The Contractor warrants and guarantees that all materials to be used for the project are new, free from hidden defects, and fully comply in every respect with the specifications, approved samples, and other requirements of the contract documents;
6. 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;
7. 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;
8. The Contractor shall leave the work in good order upon completion;
9. 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;
10. 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

11. 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: 150 calendar days reckoned from the date of receipt of the Notice to Proceed

Date notarized: 7 July 2010

UP Open University

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

Project: Lease of space to be used by UPOU as its testing/examination venue on the exam dates designated by UPOU

Particulars:

- a. UPOU shall lease an area of approximately 56 sq.m. of office space located at the Knowledge for Development Center of the PSU for exclusive use as a testing center, for a consideration at a fixed daily rate of PhP360.00 for actual use for testing purposes;
- b. UPOU shall specify to the PSU the date that it shall require the leased testing center area, and PSU shall make the same available on the dates specified;
- c. It is understood that the aforesated consideration includes the cost of electricity, water and janitorial services;
- d. UPOU shall pay the rental fee within seven (7) working days after receipt of the billing from PSU. Rental payments shall be issued the corresponding official receipt.

Effectivity: Effective for a period of one (1) year, effective 01 June 2010 and may be renewed by the parties every year thereafter, unless sooner terminated by prior sixty (60) days written notice by either party.

Date notarized: 06 July 2010

Contract of Lease between the University of the Philippines Open University (UPOU) and the Catanduanes State Colleges (CSC)

Project: Lease of space to be used by UPOU as its testing/examination venue on the exam dates designated by UPOU

Particulars:

- a. UPOU shall lease an area of approximately 24 sq.m. of office space located at the Conference Room of the CSC CATNET Bldg., for exclusive use as a testing center, for a consideration at a fixed rate of PhP1,000.00 for actual use thereafter;
- b. UPOU shall specify to the CSC the dates that it shall require the leased testing center area, and CSC shall make the same available on the dates specified;
- c. It is understood that the aforesated consideration includes the cost of electricity, water and janitorial services;
- d. UPOU shall pay the rental fee within seven (7) working days after receipt of the billing from PSU. Rental payments shall be issued the corresponding official receipt.

Effectivity: Effective for a period of one (1) year, effective 01 June 2010 and may be renewed by the parties every year thereafter, unless sooner terminated by prior sixty (60) days written notice by either party.

Date signed: 17 June 2010

Amendatory Agreement between the University of the Philippines Open University (UPOU) and the Angel Lazaro & Associates International (Consultant)

This contract appeared at the 1256th Board of Regents Meeting held on 24 June 2010 for notation of the Board.

Project: Construction of the UPOU Centennial Center for Digital Learning Building (CCDL) Extension Building (Learning Center and Transient Quarters) adjacent or contiguous to the UPOU Centennial Center Digital Learning Building which is currently being built at UPOU campus in Los Baños, Laguna

Particulars:

- a. The Parties made a mistake in the computation of the Consultant's fees and reflected wrong amount under Article 3 of the Contract; as follows:

From: PhP420,000.00 To: PhP381,818.18

- b. The Parties have agreed to amend the Contract in order to reflect the correct amount of the total Contract Price to be paid to the Consultant, as follows:

"Article 3. Consultant's Fee

UPOU agrees to pay the CONSULTANT for the professional services, namely: for the preliminary design services, the indicative master planning services, the architectural and engineering services (architectural, structural, electrical, plumbing/sanitary, mechanical and other services connected equipment, electronic and communication, furniture layout), for the extension of CCDL Building, in the total Contract Price of THREE HUNDRED EIGHTY ONE THOUSAND EIGHT HUNDRED EIGHTEEN AND 18/100 (PhP381,818.18) Philippine Currency."

- c. Except for the foregoing amendment, all the provisions of the Contract shall remain in effect and shall continue to bind the Parties accordingly; and
- d. The Amendment to the Contract shall take effect immediately upon execution of the Amendatory Agreement.

Date notarized: 24 June 2010



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

Project: Maintenance services for sixty-two (62) airconditioning units installed at the UPOU Headquarters Building at Los Baños, it's Learning Center in UP Manila and other offices located in UP Diliman

Particulars:

Scope of Work

The Contractor's services consisting of the performance of quarterly and on-call by UPOU check-ups and servicing of units and shall be inclusive of all labor, tools and testing equipment and transport necessary and pertinent to constantly maintain the aircondition in serviceable condition throughout the contract period.

Hours of Operation

The Contractor shall render maintenance and on-call services to UPOU only during office hours from 9:00 am to 5:00 pm, Mondays to Fridays

Personnel

The Contractor's technicians, while on service calls, shall at all times wear proper uniforms and exhibit an identification card, with both the company and employee's name clearly shown thereon.

There shall strictly be no employer-employee relationship between UPOU and the Contractor's technician, employees, agents, representatives, and other personnel, whether or not directly or indirectly assigned to perform the maintenance services agreed upon.

Charges

UPOU shall pay the amount of Php275.00 per unit once every three (3) months (quarterly service).

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.

Mode of Procurement: Public Bidding

Effectivity: Effective 1 June 2010 until 31 May 2011

Date notarized: 10 June 2010

General Construction Agreement between the UP Open University (UPOU) and the EBA Construction (Contractor)

Project: Construction of the Extension Building of the Centennial Center for Digital Learning Building

Amount: PhP5,423,392.82

Mode of Procurement: Negotiated Procurement

Particulars:

The Contractor shall:

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

services, and all related works for the Project, in accordance with the issued plans, drawings, schedule, technical specifications, and other related contract documents, necessary to prosecute the work to completion, as called for in the Plans and Scope of Works;

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

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.

Date notarized: 24 March 2010

Call for Proposals for the Development of the University of the Philippines Diliman East Campus Property (Terms of Reference Approved by the Board of Regents at its 1258th Meeting on 29 July 2010)

SUMMARY SCHEDULE OF ACTIVITIES

1. **Publish Announcement** – Invitation to Interested Parties to Submit Proposals – once in at least two (2) national newspapers of general circulation (Target date: 08 September 2010).
2. **Distribution of Terms of Reference (TOR), Prequalification Forms and Other Pertinent Documents** – beginning on the date of Published Announcement/ Invitation to Submit Proposals.
3. **General Briefing for Prospective Proponents** – as per published announcement (to be conducted by the UP System Ad Hoc Committee on the Long-Term Lease of the UP Diliman East Campus Property).
4. **Submission of Prequalification Documents by Prospective Proponents** – as per published announcement.
5. **Evaluation of Prequalification Documents/ Shortlisting of Prequalified Proponents** – as per published announcement/ Invitation to Submit Proposals.
6. **For Prequalified Proponents, Submission of Sealed Proposals (Technical and Business/Financial Proposals) together with the Proposal Bond**
7. **Evaluation of Technical Proposals/ Shortlisting of Complying Proposals Eligible for the Next Phase of Evaluation**
8. **Evaluation of Business/Financial Proposals**
9. **Recommendation of Award** – the Committee shall recommend an award based on the complying proposal found to offer the best financial returns for the University.
10. **Notice of Award** – to be issued subject to the approval of the Board of Regents.
11. **Signing of Contract of Lease** – Contract of Lease subject to approval of the UP Board of Regents.
12. **Turnover of Project Area**

**1260TH MEETING
24 SEPTEMBER 2010**

MATTERS ARISING FROM THE PREVIOUS MEETINGS

Request for Amendment of the BOR Approved Financial Assistance Program for Hospitalization Expenses (FAPHE) for UP Employees

The Financial Assistance Program for Hospitalization Expenses (FAPHE) for Faculty, Administrative Staff and REPS of the University was approved during the 1255th meeting of the Board of Regents held on 27 May 2010. It is proposed that this be amended to include the CASUALS under the coverage of the Program. Thus, coverage is amended as follows:

	FROM	TO
Coverage	<p>Tenured faculty, staff and REPS are covered.</p> <p>Regular full-time faculty who are not tenured and UP contractuales may also be entitled to this assistance provided that:</p> <p>Regular full-time faculty who are not tenured and occupying plantilla items may apply/ qualify provided they have rendered five (5) years of continuous service in the University. They must also be in active service in the university at the time of the claim.</p> <p>UP Contractuales may apply/ qualify provided they have rendered five (5) years of continuous service in the University and are in active service at the time of their claim.</p>	<p>Tenured faculty, staff and REPS are covered.</p> <p>Regular full-time faculty who are not tenured and UP contractuales/ casuals may also be entitled to this assistance provided that:</p> <p>Regular full-time faculty who are not tenured and occupying plantilla items may apply/ qualify provided they have rendered five (5) years of continuous service in the University. They must also be in active service in the university at the time of the claim.</p> <p>UP Contractuales/ casuals may apply/qualify provided they have rendered five (5) years of continuous service in the University and are in active service at the time of their claim.</p>

It is further proposed that the effectivity of the amendment, i.e. inclusion of UP CASUALS should be the same as the effectivity of the original proposal.

Board action: APPROVAL.

N.B. Regent Taguiwalo recalled that when the Board approved the FAPHE she suggested the following collatilla "without prejudice to the University coming up with proposals for additional health insurance." While the faculty are happy with this program, they still want a program that would assist them on the onset of their diseases. The health insurance has been part of the agenda of the All UP Academic Union and the All UP Workers' Union since 2008. She then requested an update on the studies and proposals regarding health insurance.

President Roman recalled that during the time of then President Angara there was a program where any UP employee could go to any UP graduate who is a medical doctor. Professional fees then could be waived. There was also the HMO but not everybody was enrolled. Recently, the UP System Administration negotiated with a private health insurance company and explored group insurance. This was presented to the faculty and staff. Policy premium for a group insurance is usually cheaper. For example, Blue Cross charges about Php4600 per year for a Php500,000 coverage, provided there would be about 200 applicants. Arrangements were made with Provident Fund so that interested faculty and staff could avail of loans to pay their initial premium. This is ongoing and is voluntary.

Regent Taguiwalo thanked the President for this initiative. She said that she is happy that steps are being taken to provide additional health insurance to UP personnel. The Faculty Regent requested that studies be done on how other government institutions including the Senate and the House of Representatives answer this particular aspect of employees' benefits. She said that she is aware that employees of Congress are given additional health insurance. She is interested in finding out how such benefits are managed by both houses of Congress. The Faculty Regent pointed out that not all are members of the Provident Fund. Health insurance has always been the request of the two unions and they have not received any official study from the Administration on the matter. Chair Licuanan highlighted the need to do some kind of a survey of health benefits of other government institutions and see whether UP can in fact follow suit.

Regent E. J. Angara asked if there is a Compensation Committee of the Board so the latter can study all these issues of compensation, health insurance, etc.

The President said that there is no Board Committee but a Committee can always be constituted. It need not be a Board Committee. President Roman then informed the Board that she created a Compensation Committee right after the New UP Charter was signed. The primary responsibility of the Committee was to plan for the eventual removal of UP from the SSL. Its mandate did not include health insurance and other benefits. It was chaired by then Dean Rowena Guevara.

President Roman informed the Board that she would create a Committee that would look into additional benefits for the Faculty, Admin Staff and the REPS.

Regent E. J. Angara suggested that Regent Gladys Tiongco be made part of the Committee to be created.

Regent Cabrera recommended that the two unions be likewise represented in the Committee.

Regent Taguiwalo requested that the health insurance concern be prioritized. She said that the study of the whole compensation package might take a longer time.

Sustainable Management and Development Plan for the UP Sierra Madre Land Grants

The Board at its 1258th meeting held on 29 July 2010 deferred action on this matter for further study.

This comprehensive development plan will guide future development efforts in the Laguna Quezon Land Grant (LQLG, with an area of 6765.4 hectares), the Laguna Land Grant (LLG, with an area of 3435.4 hectares), and even the Makiling Forest Reserve (MFR). It will provide proper context to the many project initiatives that are being undertaken relative to these UP land holdings.

The document was prepared by the Land Grant Management Office - Office of the Vice-Chancellor for Community Affairs, UP Los Baños, in cooperation with numerous UP officials and staff, cooperating agencies, and concerned local communities, and has been endorsed by Chancellor Rey Velasco.

Board action: APPROVAL.

N.B. Regent E. J. Angara pointed out that this is a good move. The University, he said, should start looking at the Quezon-Laguna Land Grant. Looking back at history, the Land Grant was really meant to be developed so that it could provide continuing financial support to the University. Unfortunately, the University has not really given much attention to it. Land is getting scarcer and before one realizes it, the land could be occupied by informal settlers already.

Regent E.J. Angara said that the University should start thinking of relocating the University before the informal settlers take over the Land Grant. Moreover, as a result of the new Charter, there is now a need for

the University to support itself since government subsidy is going to be less and less.

There is a need to commission someone to do the Master Plan. Regent E. J. Angara suggested getting Dean Geronimo Manahan. If the Ayala site and the Science site have not been protected 20 years ago both would have been populated by informal settlers by this time. He recalled that there were attempts to remove these informal settlers at the Arboretum and at Krus na Ligas but the University did not succeed because it did not have the resources.

Chair Licuanan took note of the need to expand the reach of the project and also look to a longer time frame.

UP Manila, according to Regent E. J. Angara is sitting on a valuable real estate. If they sell the property and then move to the Quezon Land Grant, they could finance the infrastructure development of a new campus.

Regent Taguiwalo clarified whether the Board's decision is to defer approval of the Plan and to take into account the suggestion for a long term plan to relocate the University, especially because there are two companies studying the Sierra Madre. The Faculty Regent proceeded to propose deferment of the Board action on this matter, taking into account the possibility of future relocation of the campuses of the University. The Chair asked the President if the University can do the smaller things in the context of the larger.

President Roman explained that the PNOC and the Phil-Korea studies focus on the Makiling Forest Reserve. Furthermore, the two groups would study what can be done, what projects can be undertaken.

Regent Taguiwalo said that the Sierra Madre provides a very large area of UP property. She then requested that a special meeting be held for this purpose.

President Roman informed the Board that UP has many land grants. It would be better she said if all of these land grants could be studied. At the moment these land grants are expense items for the University. UP pays for reforestation, for security services, etc. They are not at all income generating projects.

Vice President for Development Sarthou took cognizance of the suggestions of Regent E. J. Angara. However, he pointed out that what is being proposed does not preclude such move of relocating the campuses to the Sierra Madre. There really is a need for a Plan to guide initiatives that are being done relative to this particular area.

Regent E. J. Angara explained that relocation is long term but the immediate goal is to set up now a Master Plan for all the assets of the University so that the latter could earmark what purpose would be for Makiling and what would be for the Quezon Land Grants. The Master Plan would guide the University in developing and generating resources from now on.

President Roman pointed out that specific projects to be undertaken under the Master Plan would still go to the Board anyway.

Regent Taguiwalo reiterated her request for deferment of Board action on this particular item so that the Board could understand further what the Development Plan is. She further requested that the Vice President for Development schedule a special meeting where the Regents could be briefed on this before any decision is taken.

Regent E. J. Angara supported the suggestion of the Faculty Regent that Board action on this proposal be deferred and that the Vice President for Development schedule a special briefing session with the Regents on this particular item. He however suggested that the Board already assign a Master Planner who could sit down with the Vice President for Development and start working on the preliminary studies.

Vice President Sarthou explained that a Master Plan could take time before it could be completed. What is being presented is just a statement of vision as far as the move towards the development of the Sierra Madre land Grant is concerned.

Regent E. J. Angara reiterated that the Board should not approve anything until there is the Master Plan of what the University could do. An inventory of all of the University's assets should be given to Architect

Manahan who would be asked to submit a proposal on what to do with all these landholdings. This, according to Regent E. J. Angara, is how master planning is done and this is a sensible and reasonable way to approach asset management.

President Roman requested that Vice President Sarthou sit down with the Regents and that this proposal be presented anew to the Board in its next meeting.

Guidelines for the Merit Promotion of Faculty Members who are Eligible to Cross-Rank and are Due for Compulsory Retirement

These guidelines were approved by the Board of Regents at its 1258th meeting held on 29 July 2010. Under these guidelines, only regular faculty members (full-time and part-time) in active service who are holding the rank of either Assistant Professor 7 or Associate Professor 7 and are due for compulsory retirement (i.e. age 65) within one year, may apply for this merit promotion.

Regent Taguiwalo recommended that other qualified faculty members be allowed to cross-rank outside of the call for promotion. This, she said, is the spirit behind this proposal which originated from UP Diliman.

At its 265th meeting held on 27 August 2010, the President's Advisory Council (PAC) discussed at length the recommendation of Regent Taguiwalo and agreed to uphold the original approval of the Board of Regents, that the off-season merit based cross-rank promotion may only be granted to faculty who are due for compulsory retirement. The PAC took into consideration the following:

- the financial implications of the recommendation, in particular, the effect on CU savings;
- opening the floodgates to further promotion requests when current policies already allow out-of-season promotion, e.g. one who obtains a Ph.D. with publications may actually cross-rank even without yet reaching, say, Assistant Professor 7.

Regent Taguiwalo informed the Board that the proposal actually came from the Executive Committee of UP Diliman. The Executive Committee is composed of the deans, the chancellor, the vice chancellors and three (3) faculty members elected at large. The Faculty Regent said that she is one of those elected at large. The original proposal came up from the experience that a number of faculty could not be promoted even if they have fulfilled the requirements for crossing ranks considering that the latter requires more stringent requirements in terms of publications. The rationale was changed when the proposal reached the level of the PAC.

President Roman explained that indeed the proposal came from the Executive Committee of UP Diliman. But she said that there are other Executive Committees. These are represented in the PAC by the Chancellors.

Regent Taguiwalo asked clarification on the financial implications of the proposal on the CU savings. She added that the proposal would not open the floodgates for further promotion requests since the recommendations to cross ranks would come from the academic units and the requirements are more stringent than just promotion within the ranks.

President Roman explained that the University could not just promote anytime. It is when the University receives promotion money from DBM that the System calls for promotion. This promotion money is distributed to the different CUs. It would be difficult to promote outside of the call for promotions since the savings of the CUs are uneven. Some campuses do not have PS savings. This being the case, the faculty in these campuses may not be promoted because of lack of savings. Moreover, savings from one item may not be transferred to another item. Modification of items may only be done by the DBM.

Chair Licuanan asked how long does it take to go before there is a call for promotions.

President Roman responded that her Administration is quite fortunate to have given promotions four times in the last five years. In the past, it has always been one (1) promotion per administration. There is no assurance that UP could again get promotion money in the next few years.

Regent Taguiwalo asked if the President has an idea of the CUs' savings which could be used for this particular proposal.

President Roman clarified that it is not CUs' savings but actually slacks in items.

Regent Taguiwalo pointed out that there could be slacks in faculty items since there are faculty who are occupying lower positions compared to the actual items given by DBM. She then quoted from the Vision Paper of Dr. Patrick Azanza, one of the nominees for the UP Presidency, as follows: "*Mahalagang usapin din ang tamang paggamit sa makakalap na pondo. Dapat tama at dumaan sa proseso ang alokasyon ng pondo. Sa kasalukuyan, ilang daang mga 'position item' ang bakante at nananatili sa loob ng Unibersidad; ang pondong natipid dito ay dapat lang pantay na mapakinabangan ng bawat sector at hindi ng tilan lamang. Hindi lingid sa nakakarami sa atin at lalo na sa mga taga-HRDO at Budget Office ang katotohanang pinalalabas na 'committed' ang mga nabakanteng 'position items' sa UP upang maikutan ang kautusan ng Civil Service Commission. Hindi dapat maging bahagi ang UP ng bulok at korup na sistema ng pamamahala at ang mas malaking katanungan: magkano at saan napupunta ang mga pondong ito?"* The Faculty Regent wondered what the aforementioned statements meant.

President Roman pointed out that what was read were sweeping statements which do not have any basis. The source of the statements would have to show what the vacant items are. The President proceeded to cite an example. Supposing one is Associate Professor 7 and is qualified to be Professor 1. There is no call for promotion and the item is "Sagad." To go to full Professor, one needs additional Php5000 for the item. The University cannot just get Php5000 from a vacant item and put it to the Associate Professor 7 item. This cannot be done since only the DBM can modify the item. Now, why is it easy for one who is retiring? When the faculty retire, they no longer get the salary from their items but would benefit from higher retirement pay from the GSIS.

Regent Taguiwalo modified her proposal as follows: "To allow the promotion of faculty members who have fulfilled the requirements for crossing ranks subject to the fact that the items they are occupying allow that kind of promotion."

President Roman pointed out that this needs further study. The amended proposal of the Faculty Regent might also give rise to unfairness since those who are similarly situated but with no slacks in their items cannot be promoted.

Regent Taguiwalo explained that for faculty members, crossing ranks is very important. For one to be able to enjoy a sabbatical, one should at least be an Associate Professor. If one just waits for retirement, some of the qualified faculty members may no longer enjoy their sabbatical. Some faculty are still young but they meet the requirements for crossing ranks. Without the call for promotion, they would be stuck to their present ranks.

The Faculty Regent suggested that the PAC look into this matter again. She asked if the PAC could come up with some opening so that other faculty members could be promoted outside of the call for promotion without creating a major dislocation in the finances of the University.

President Roman informed the Board that Chancellor Cao pushed very hard for this particular proposal. The other Chancellors, however, objected because many of the items in their campuses actually do not have slacks. While promotion in UP Diliman is faster, promotion is relatively slow in the other CUs. Some campuses, according to the President, do not even have items.

Regent J. E. Angara proposed that if the concern is sabbatical, why can't the University allow this even for those who have not crossed rank

to Associate Professor? Or, maybe the Congressman said, there could be some modification of the benefits.

President Roman said that Regent J.E. Angara's proposal is something that can be looked into.

Regent Taguiwalo pointed out that there is also the monetary consideration given SSL 3. There is a big difference between the salary of an Assistant Professor 7 and an Associate Professor 1, etc. The Faculty Regent proposed that this matter be discussed by the CUs in their University Council meetings so that there would be more ideas on how this impasse could be addressed, taking into consideration the interests of the senior faculty, the junior faculty as well as the information regarding the financial situation. This proposal was supported by the Chair.

Regent J. E. Angara requested a copy of the salary scale of the UP faculty.

Board action: **The Board upheld the original approval that the off-season merit-based cross-rank promotion may only be granted to faculty who are due for compulsory retirement.**

On the Faculty Regent Selection Process

Regent Taguiwalo informed the Board that there are complaints on the Guidelines for the 2010 Faculty Regent Selection Process. She suggested that the old system be used instead. For one, the Faculty Regent pointed out that the electronic voting has not been piloted. She made it clear though that they want a new Faculty Regent by January 2011.

President Roman explained that the New UP Charter provides that it is the University Council who makes the decision as far as the Faculty Regent Selection Process is concerned. The Guidelines were brought before the University Councils. The Faculty Regent was given the opportunity to raise her objections during the University Council meeting. The President said that she was informed that nobody reacted to the views presented by Regent Taguiwalo. One Council member even stood up to say that "those are the comments of the Faculty Regent and she is entitled to her comments. But it is the Council that finally decides."

Regent Taguiwalo said that it is clear in the New UP Charter that the Faculty Regent is selected according to the criteria and process set by the University Councils. There are seven (7) University Councils. The Student Regent selection is administered by the Office of the Student Regent. The Staff Regent selection is in the hands of the organizations of the administrative staff and the REPS. While the 2010 Guidelines went through the process of discussion in the University Councils, it is the Administration, the President and the Chancellors who have come up with the final guidelines. The latter have not been brought back to the University Councils. In UP Mindanao, the Chancellor told the faculty that these were for information of the body. In UP Baguio, the Chancellor told the faculty that this is a work in progress and asked for the Council's recommendations. This, according to Regent Taguiwalo was also true for UP Manila. In fact, she said, the Faculty Regent Selection Process was put at the end of the University Council meeting.

President Roman clarified that the guidelines were discussed by the University Councils and were consolidated by the President who is Head of the Faculty and the Chancellors who are Chairs of the University Councils. The Union is saying that it should be the Faculty Regent who should be on top of the selection process but this is not provided in the Charter. The Union members who are members of the University Councils should have brought out their positions during the Council meetings.

Regent Taguiwalo pointed out that the Faculty Regent is the sole elected representative of the faculty at the system-wide level. The President and the Chancellors are part of the operation side of the University. In terms of the composition of the Board of Regents, there is collegiality, one vote per Regent. The Faculty Regent is distinct from the

Administration. The Faculty Regent asked "how come the interpretation of the Administration is because the President is the Chair of all the University Councils, it is up to the Administration to process?"

Chair Licuanan clarified that it is the University Councils, not the Administration.

Regent Taguiwalo said that under the Higher Education Modernization Act, the Faculty Regents in most instances are the Presidents of the Faculty Unions or are elected by the faculty.

When asked by the Chair what her point is, Regent Taguiwalo said that she is ending her term. This is not about her, she said. This is about democratic governance in the University and the right of the faculty to select their own representative in the Board of Regents independent from the UP Administration which already has the President as Co-Chair of the Board.

Chair Licuanan said that this is accepted. The faculty would vote. The point of contention is just the process.

President Roman made it clear also that the faculty would vote. The Administration is simply managing the process.

Regent Cabrera suggested that if there is a problem with the proposed manner of selecting the Faculty Regent, the old system could be used. This old system has gone through the process and nobody is questioning this old process.

President Roman noted that there really is no problem with the proposed manner of selecting the Faculty Regent.

Regent Tiongco asked if the University is now ready with electronic voting.

President Roman answered in the affirmative. The UP Computer Center is on top of this thing. The President even mentioned that the selection of the Student Regent is automated.

Regent Taguiwalo explained that in the University there have been instances when electronic voting was used, i.e. Student Council election and the election of Provident Fund members. The Student Council election, however, is not absentee voting. Students have to go to precincts and automation is in terms of the canvassing. Electronic voting was piloted before it was actually adopted.

Electronic voting for the Faculty Regent Selection Process will likewise be piloted, according to the President. President Roman likewise informed the Board that electronic voting was endorsed by the University Councils. It is only the Union which is against it. The President added "what could be more democratic than allowing those who cannot be physically present to vote."

Vice President Te, with permission from the Chair, informed the Board that there was supposed to be a dry run of electronic voting for the whole University but because the Faculty Regent requested that action on the Guidelines be deferred, the scheduled dry run was put back. There is already a Primer on the electronic voting scheme.

When asked by the Chair, if she is amenable to the piloting of electronic voting, Regent Taguiwalo said that there are other concerns, e.g. prohibition on campaigning. She asked, "where can you find an election without any campaigning?"

Prohibition on campaigning, according to the President, is a University Council decision.

Regent Taguiwalo insisted that the prohibition on campaigning is the decision of the Chancellors and the President. The Council, she said, never made a decision. She then asked that she be furnished copies of the minutes of UC meetings.

President Roman informed the Board that the Faculty Regent took this matter up in the University Council of UP Diliman. Somebody said that this is just the view of the Faculty Regent and it does not change the position of the University Council.

Regent Cabrera inquired if all the University Councils approved the 2010 Guidelines for the Selection of the Faculty Regent. He then requested if it is possible to ask for copies of the minutes of the University Councils when this particular item was taken up.

The Chair made it clear that there are practical concerns here. The timetable has already been moved back. Out of curiosity, Chair Licuanan asked Regent Taguiwalo why she thinks the Administration would act arbitrarily on this matter.

Regent Taguiwalo said that she is questioning the President's statement that the guidelines have been approved by the University Council. True, she noted, there were discussions in the Council, but she insisted that there was no approval. She then reiterated her request for copies of the minutes of the Councils' meetings on how the faculty actually participated in coming up with the final guidelines. Regent Taguiwalo likewise moved that "given all the concerns regarding the alternative proposal of the Administration regarding the Faculty Regent Selection Process, the selection process used in 2008 should be retained."

Chair Licuanan asked what the differences are between the old and the new schemes.

Regent Taguiwalo pointed out that under the 2010 guidelines, there is electronic voting, there is no campaigning and members of bona fide organizations are asked to resign from their organization once they are nominated. The most problematic, she said are the electronic voting and the prohibition on campaigning.

President Roman said that if the Union had objections, these should have been articulated in the University Councils.

Regent Taguiwalo clarified that it is not only the Union talking about this. She is also sharing what the faculty members of the different CUs told her.

President Roman objected to the proposal of the Faculty Regent. She said that she would like to stick to what the Charter provides. It does not follow that because the Staff Regent and the Student Regent manage the process of selecting the Staff and the Student Regents, the Faculty Regent should also manage the process of selecting the Faculty Regent. The President said that there is nothing wrong with the 2010 Guidelines.

Vice President Te, with permission from the Chair, informed the Board that the calendar for the selection of the next Faculty Regent has been drawn up. The Primer for the electronic voting has been prepared by the Director of the UP Computer Center. There will also be a dry run of the system. On the point of non-campaigning, Vice President Te pointed out that there is actually a precedent in the Integrated Bar of the Philippines. Campaigning is expressly prohibited by the IBP.

In 2008, according to Vice President Te, the University Councils of the different CUs agreed to adopt the old process of selecting the Faculty Regent. It was under this process that Regent Taguiwalo was elected. The Vice President explained that the New Charter expressly provides that it is the University Councils that should draw up the guidelines for the selection of the Faculty Regent. If the Board acts on the motion of the Faculty Regent, it is adopting a rule. This is not for the Board to decide.

As to the question whether the Guidelines were approved by the University Councils, Vice President Te explained that he was consulted by the Chancellors and the Vice President for Academic Affairs when they were consolidating the comments and suggestions from the different CUs. The Chancellors mentioned that they have been authorized by their respective University Councils to go ahead with the reconciliation of the different provisions. If this was not done, the process is going to be so tedious, i.e. going back and forth to the Councils.

Chair Licuanan said that the discussion has gone rather lengthily with no foreseeable resolution. The point gathered from the Vice President for Legal Affairs is that there is no need for Board action on this. The decision rests in the hands of the University Councils. Moreover, the selection of the Staff and Student Regents does not involve the Board of Regents. So if a decision is to be made, it is not for which system but on whether or not the Board wants to intervene in this particular case.

Regent Taguiwalo put on record her objection to the opinion of Vice President Te. The Chair took note of this objection.

The Faculty Regent then reiterated her objections to the prohibition against campaigning. She said that this is only election of a faculty

administrator in the whole system. She recalled that she herself campaigned. She went to the different campuses because she wanted to serve in the Board and campaigning was an opportunity to dialogue with the faculty members regarding their concerns.

Chair Licuanan said that Regent Taguiwalo’s concerns are valid ones and could be raised in the next process.

President Roman pointed out that the position of the Faculty Regent is well taken. She reminded the Board though that the Guidelines emanated from the faculty themselves.

Regent J.E. Angara asked what is meant by campaigning.

President Roman explained that when one runs for Faculty Regent, the biodata, the vision, the programs are all posted anyway.

Regent Taguiwalo explained that the selection is rotated among the different campuses, so that if the nominee comes from UP Los Baños, the UP Diliman people do not necessarily know him. It is therefore not enough to simply read the curriculum vitae. The faculty who has accepted the nomination should be allowed to campaign. Regent Taguiwalo made it clear that her objection really is that the proposal being presented to the Board has not been approved by the University Councils.

Regent Cabrera noted that the provision of the Charter on this matter is very clear. The question really is if the University Councils approved the Guidelines. What would happen, the Staff Regent said if the Guidelines were not approved. Where is the proof that these were approved?

Regent Tiongco asked how the Board could proceed if there is a claim that the guidelines did not go through the University Councils.

Chair Licuanan pointed out that the information is that these guidelines went through the University Councils.

Regent Co asked how the Board could confirm this.

President Roman reiterated that the Guidelines went through the Councils. There were submissions from the Councils and the Chancellors (with authority from their Councils), and the President/Vice President for Academic Affairs collated all the suggestions. The collated guidelines were again presented to the Councils. The President said that the administration did not get any objection from the Councils. What the administration got was only the objection from the Union.

Regent Taguiwalo said that the proposal presented to the Board has not been brought back to the Councils. The latter would be meeting in December yet. The Faculty Regent pointed out that she could not remember the Council authorizing the Chancellor to finally decide on this matter.

Chair Licuanan suggested that Regent Taguiwalo present her points to the University Council. The Chair added that if there were really violations, the Councils could raise hell. Using her prerogative, the Chair ruled that the discussions on this matter should end. The selection process would continue as planned unless the Council members themselves intervene and say “No, we object.”

Regent Taguiwalo said that this is unfair because the University Councils would be meeting only in December.

Chair Licuanan pointed out that UP is UP. If there really are objections, there could be special meetings of the University Councils.

At this point, Regent Taguiwalo put on record her objections on the following: (1) electronic voting where the safeguards are unclarified; (2) prohibition on campaigning which has never been explained; (3) the provision requiring an officer of a bona fide organization to take a leave of absence from the organization... and resigning from the said position once selected/elected; (4) the non-inclusion of the suggestion not to limit the role of the Faculty Regent only to the policy determination process but to include this also “bring to the attention of the BOR concerns and issues related to the implementation of existing university policies related to, among others, the selection of academic leaders and appointments of the faculty for either policy amendment or review or for clarification from the University Administration.” The role, according to the Faculty Regent should also include: “To set up a system of regular consultations and reporting to the faculty, both tenure and untenured, who are the

principal constituents of the FR and to whom he/she is accountable.”

Board action: **The Chair used her prerogative and ruled that there is no need for the BOR to vote on this. She gave the go-signal for the Administration to proceed with the Faculty Regent Selection Process.**

Documents for Information of the Board in Relation to Certain Agenda Items Arising from Previous Meetings

In connection with certain items on the Agenda of the previous BOR meetings and which may arise as Matters Arising from Previous Meetings, the Office of the Vice President for Legal Affairs submits the following for the information of the Board:

	Document	In Reference To	Annex
1	“Request for Legal Opinion on the Propriety of the UP Board of Regents Discussing and Deciding on a Matter Subjudice” (REF No. TOT-2010-147) dated 4 August 2010;	Faculty Regent’s Motion for Reconsideration of the vote taken by the Board of Regents on the PGH Director dated February 25, 2010	A
2	Response of Assistant Chief State Counsel Pastor J. Benavidez, then Officer-in-Charge of the Department of Justice, to our request for clarification of the then Secretary of Justice Agnes VST Devanadera’s Opinion No. 8 (s. 2010) on the applicability or non-applicability of the UP Charter to the UP PGH Faculty Medical Arts Building (FMAB)	Staff Regent’s Request for Consideration of Mr. Benjamin L. Santos Jr.’s July 28, 2010 letter to the BOR, particularly the second paragraph of Mr. Santos’s letter	B
	Opinion No. 8(s. 2010) of then Secretary of Justice Devanadera on the applicability or non-applicability of the UP Charter to the UP PGH Faculty Medical Arts Building (FMAB)		C
3	Request for Opinion addressed to the Civil Service Commission on the “Jurisdiction of the UP Board of Regents Over Performance Rating of ‘Unsatisfactory’ Given by the UP System Performance Evaluation Review Committee (PERC)” (REF No. TOT-2010-162) dated 31 August 2010;	Staff Regent’s agenda items relating to the jurisdiction of the BOR to review the appeals of Mr. Felipe Sambrano and Ms. Bella Lucas on the “Unsatisfactory” ratings given to them by the UP System PERC	D

Board action: **NOTATION.**

N.B. Staff Regent Cabrera inquired if the University has received a report from the Commission on Audit regarding the FMAB of the PGH. According to him, the All UP Workers Union of Manila was able to talk with the COA Resident Auditor, and the latter said that they have an initial paper which they have submitted to the Central Audit. The Union, however was not provided a copy because the COA said that there is no response yet from the University.

Vice President Te said that the COA has written the University and the University has written back. The position of COA is consolidated in a final report that was referred to their legal office and the documents have gone around COA and as far as UP is concerned, UP complied. To date, there is no response yet from COA as to what their observations are.

Staff Regent Cabrera requested copy of the letter of COA to UP.

REPORTS

REPORT OF THE PRESIDENT

Hereunder is the Report of the President on her Trip to Turkey:

“Dean Mario Miclat of the Asian Center, Dean Julkipli Wadi of the Institute of Islamic Studies, Professor Randolph David of the College of Social Sciences and Philosophy and I were invited by the Integrative Center for Alternative Development (ICAD) Foundation, a private, non-profit, non-government organization to visit Turkey under an educational and cultural exchange program from September 10 to 18, 2010.

The visits included meetings with officials of three universities (Fatih University in Istanbul, Gediz University in Izmir and Zirve University in Gaziantep), meetings with officials of media organizations (Zaman [newspaper with the largest circulation in Istanbul – 800,000daily], Samanyoluk [television network with nine stations], and the Journalists and Writers Foundation.) We also visited a number of historical and cultural places in Istanbul, Izmir, Gaziantep, Karamanmaras, and Sanliurfa. While in Turkey we were hosted by the Association of Social and Economic Solidarity with Pacific Countries (PASIAD), an association of business leaders and academics who are actively participating in the country’s development efforts. For two nights, we stayed with Turkish families principally to interact with Turkish families including their children and experience Turkish hospitality.

Observations

1. Political development in Turkey

We came to Turkey at the time the country was conducting a referendum on constitutional reforms. The reform package which consisted of 26 amendments aims to amend Turkey’s military-imposed Constitution and bring it to European standards of law and democracy. Seemingly, the referendum was part of an effort to clear the path toward Turkey’s membership in the European Union. Thirty years ago, Turkey’s Constitution was ratified after a military coup. That Constitution was seen to have given too much power to the military and the judiciary. The amendments are now seen to undermine the secular order established by the Republic’s founder Ataturk. The privileged status of the military and the judiciary has been weakened with the referendum.

At the airport when we arrived, we saw several polling places which were put up to give a chance to travelling Turkish voters. Voting was very quick and there were no long queues. All that the voters did was to show their ID cards and immediately they were allowed to vote after verification of their status as voters. Two hours after voting ended on September 12, the results were announced. Seventy seven percent (77%) of eligible voters participated. Fifty eight percent (58%) vote “yes”, as has been expected. While the amendments were seen as a reinforcement of democracy in the country, it is also seen as a major victory for the Islamist-rooted government of Prime Minister Recep Tayyip Erdogan.

Interestingly, while the referendum consisted of 26 amendments, the vote was for all amendments, not individual amendments. There were amendments to benefit women, the children and the disabled. There was also an amendment lifting the immunity that the military enjoyed under the old Constitution.

2. Developments in education

There are about 150 higher education institutions in Turkey, most of which are public universities. A recent development in the country is the emergence of so-called foundation universities. Foundation universities are private, non-profit organizations

supported by the business community (a trend that is also becoming quite apparent in the Philippines with big business getting involved in education). Foundation universities are generously supported by business groups and while these groups do not interfere in program offerings, it is evident that courses offered in these universities are mainly in fields where demand for graduates is high. Courses like engineering, law, architecture, journalism, business administration are the most popular courses. There is hardly any course in the arts and the humanities. When we asked about arts and humanities, their answer was that eventually programs in these areas will be offered. For now they are not the priority.

Foundation universities are generously supported –Gediz University and Zire University were both established two years ago. Their development plans are ambitious with several new buildings being proposed to be built in the next few years. In the case of Zirve University, the business group supporting the university acquired a huge tract of land, allocated about half of the land to the university and the other half to the construction of condominiums the incomes from which will be used to support the university.

Dormitories in the country are not owned by the universities. But there are big dormitories being constructed to cater to students who study in different universities.

Our Office of Institutional Linkages is now coordinating with its counterpart offices in Fatih University and Gediz University regarding possibilities for academic linkages.

3. Historical and cultural preservation, tourism and economic development

On this trip we visited several historical, religious and cultural places and museums – the Hagia Sofia, the Sultan Ahmet (Blue) Mosque, the Basilica Cistern, Topkapi Palace – where exhibits of Ottoman and Byzantine relics are found, the house of the Virgin Mary in Izmir, Ephesus, also in Izmir, the birthplace of Abraham in Sanliurfa, the Mosaic Museum in Gaziantep and an exhibition of 1001 inventions, scientific and cultural achievements of Muslim civilization. Turkey has made capital of these places, attracting tourists to Turkey throughout the year. We were also received by the Governor of Kahramanmaras.

Istanbul has been named the 2010 European Capital of Culture attracting no less than 30 Million tourists every year. The OECD has also placed Turkey as the third fastest growing economy in the world. This has made the government of Prime Minister Erdogan popular.”

REPORT OF THE FACULTY REGENT

Hereunder is the Report of the Faculty Regent:

“My main activities this past month focused on the following:

1. First UP Sectoral Regents-sponsored System-wide, Multi-sectoral Conference titled “The Current State of the University of the Philippines and the Challenges to the New UP President under the Aquino Administration” which was held in September 2-3, 2010 at the SOLAIR Auditorium in UP Diliman.

The conference had the following objectives:

- Lay down the situation of the four major sectors of the University, the students, the faculty, REPS and administrative staff based on the reports of the sectors themselves;
- Discuss and critique the current direction of the university as it relates to performing its “social responsibility of service to

the people and to humanity” as stated in the 2008 UP Charter and to propose programs and policies consistent with this social responsibility;

- Come up with resolutions to be presented as challenges to the various nominees for the UP Presidency as well as resolutions to strengthen solidarity among the sectors of the university.

The conference was attended by 107 participants from Diliman, Manila, Los Baños, Baguio, Cebu, Tacloban, Iloilo, Mindanao and OU. The conference’s report is being finalized.

2. The Faculty, Student and Staff Regents organized last September 16, 2010 a round table discussion on the proposed 2011 UP budget. Held in UP Diliman, the round table discussion was attended by representatives of the All UP Workers Union, the All-UP Academic Employees Union, the UPD Student Council, the UP Supervisors’ Association and the UPD REPS Association as well as by a number of faculty members.

Discussions centered on the P1.39 billion budget cut in the proposed 2011 UP budget. The proposed budget for UP of P5.52 billion in 2011 is a far cry from the P6.91 billion budget approved in 2010. The pending budget cut results from the P704 million cut in Maintenance and Other Operating Expenses (MOOE) and the zero allocation for capital outlay.

We discussed the experience in working for a higher UP budget during the deliberations of the 2010 GAA and the positive results the university achieved:

	2010 Proposed Budget	2010 Approved Budget
PS	PhP4,609,223,000	PhP4,275,534, 000
MOOE	PhP680,123,000	PhP1,358,332,000
CO	0	PhP1,282,935, 000
TOTAL	PhP5,289,346,000	PhP6,916,801,000

Those who attended the RTD agreed to form “UP Kilos Na: Labanan ang Budget Cut” and to work for a higher budget for the university. The following provisions in the 2008 UP Charter are important arguments for opposing the budget cut:

Section 22 (f): “That funds generated from such programs, projects or mechanism (referring to earnings of the university from land grants and other properties) shall not be meant to replace, in part or in whole, the annual appropriations provided by the national government to the national university.”

Section 28: “In addition to the regular appropriations and increases for the university under the annual GAA, a centennial fund shall be appropriated in the amount of One Hundred Million Pesos (P100,000,000.00) per year for a period of five years, which shall likewise be included in the annual GAA.”

The particular items which UP Kilos Na hopes to obtain additional allocation for are the following:

Additional Faculty Items	P238.331 m.
Regularization of Existing Casual	P57.592 m.
Lump sum for honoraria/ allowance/ for UP Manila faculty without compensation (WOC)	P26 m.
Additional MOOE	P693.356 m.

The above are items contained in the UP- proposed 2011 budget. Furthermore, we will work for P200 million funding for the UPIS building and allocation for additional staff housing in Diliman as there has been no new units in the past 12 years.

We have started our lobbying efforts at the Lower House and we are supporting the students’ actions to push for a higher budget for the university.

3. I attended the first public forum on the next UP President in UP Los Baños last Sept. 20 and shared with the faculty via email the following report on that forum:

The first of the three public forums to present the nominees for the next UP President was held today in UP Los Baños. Ten of the 11 nominees presented their vision for the university. The order of the presentation was done by drawing lots. The pictures of the nominees in this album are arranged according to the sequence of the presentation with UPD Chancellor Cao as first speaker and Former Alumni Regent Pascual as last.

After the 10 minute presentation of each of the nominees, an open forum where questions from UPLB and from other constituent universities (through live streaming) were asked was conducted. The questions included the following concerns:

1. What are your plans to make UP a research university?
2. Earnings of UP Diliman are shared with other CUs. What are you going to do to reduce the subsidy of Diliman to other CUs.
3. Do you agree to the need for ensuring transparency in the financial allocation and transactions of the university?
4. What are you going to do to assist UP Mindanao which has limited resources compared to other CUs.
5. What is UP’s most important problem?
6. What program of the current administration is worthy of continuing support?
7. What are you going to do to unify the various constituent universities?
8. If UP becomes exempted from SSL how do you propose to generate funds for the salaries of the personnel?

The first and last questions were asked of all nominees. In addition, each nominee answered a question drawn from the pool of questions from UPLB or asked from a remote site.

4. I have started my rounds of various academic units to thank the faculty members for their support, share with them my report of my first year as Faculty Regent and to bid farewell as my term is ending on December 31, 2010.”

N.B. The Faculty Regent inquired what the UP Administration is doing in relation to the almost P1.40 Billion budget cut in the 2011 budget.

President Roman in response to the query of the Faculty Regent said that the process has not yet been completed. The University has not been called to a hearing yet. The first budget hearing is scheduled on 28 September and the Senate meeting is scheduled on 11 October 2010. The process would be complete once the President signs the GAA.

President Roman explained that it is not right to compare last year’s and this year’s budget. Part of last year’s budget was Congressional initiatives which have nothing to do with this year’s budget because there are projects that may have been discontinued. She added that the Administration is ready to lobby.

Regent Taguiwalo asked what particular item the UP President would like to be included in the lobbying because they are also doing their lobbying and talking to the members of the Committee on Appropriations. They now want to coordinate their efforts with those of the President so

that they can also propose items which the Administration sees as really important.

President Roman gave the Board an overview of the budget. She said that there is nothing to argue as regards the Personnel Services; everyone just got salary increases because of SSL 3. There is a need to argue for increase in MOOE especially for the Philippine General Hospital. The Administration is hopeful that the lawmakers will reserve some amount from their own congressional initiatives for PGH. This is usually done. Lawmakers give additional funds for drugs, medicine and for equipment to their favorite beneficiary which is the PGH.

The President said that the University would likewise push for the Philippine Genome Center. Moreover, the Administration would also push for additional MOOE for the College of Engineering and the College of Science because these Colleges would have new buildings which would require additional funding for utilities.

Congressman Juan Edgardo M. Angara suggested that the University also push for the Film Archive.

REPORT OF THE STUDENT REGENT

Hereunder is the report of the Student Regent:

"The Office of the Student Regent (OSR), together with our national youth formations, student councils, organizations, alliances and even fellow student regents, has been actively campaigning against the budget cut on State Universities and Colleges (SUCs) since the government's release of the 2011 National Expenditure Program last 24 August 2010.

In time for the UP President Selection, the OSR has also encouraged the student councils throughout the UP System to hold assemblies to further enrich and consolidate the demands and concerns of their constituents which were previously discussed and assessed in the recently concluded 2010 All Leaders' Conference carrying the theme STATE u: Upholding the Public Character of UP in Our Commitment to the Struggle of Students and the People. The Iskolars ng Bayan have found deeper unities to make sure that the next UP President will uphold the university's public character as the premier higher learning institution that genuinely serves the interests of all sectors within the university and the Filipino people. The Student Movement for a Democratic University of the Philippines (MOVE DEM) is a broad alliance, with the OSR as the main convenor, which aims to maximize the strength and clout of UP's student population in the selection of the next UP President. The alliance presents and forwards a united front based on the legitimate demands to the next UP President: (1) reaffirmation of the core principle that education is a right, not a privilege, and that the University's public character must be upheld; (2) UP has a responsibility to protect the welfare and uphold the interests of all sectors within the university; (3) UP is intertwined with and not separated from the national situation; finally, (4) MOVE DEM calls on the next UP President to facilitate a comprehensive assessment of President Roman's administration. It is the responsibility of MOVE DEM to put forward the UP Agenda and make sure that these are heeded throughout the selection process.

The OSR has also called upon the student councils, organizations and other formations to join the different activities and actions to be held, even as we go nearer the semester's end, as we are confronted with the largest budget cut in the history of the University of the Philippines. With the government allocating the largest debt payment in the country's history, even increasing the defense budget by 8.75%, in total, State Universities and Colleges (SUCs) in the country face a 1.7% decrease in budget, from Php23.8B for 2010 to Php23.4B for 2011.

President Aquino, in his budget message, deliberately claimed the reduction of subsidy to SUCs to encourage self-reliance and financial independence which only implies further commercialization and privatization schemes in the university through imposition and implementation of various fee increases, lease of idle lands and assets, and tie-ups with private entities. This is in grave irony with our public character as a state university. The University of the Philippines ranks 1st in the list of SUCs with the largest budget cuts with Php1.4 B slashed off its existing budget of Php6.9 B. What is more glaring about this is the university subsidy having a zero budget for its capital outlay (CO) and a 52% decrease in its maintenance and other operating expenditures (MOOE). During a consultation with Vice-Chairman for Committee on Appropriations, Rep. Josefina Joson, the Office of the Student Regent and representatives from other State Universities and Colleges were assured by the honorable representative that she will be on the side of the students in defending the budget of SUCs from further cuts.

In this light, the OSR implores the stand of the Board of Regents regarding this issue. Moreover, it is important that the students, together with the faculty and staff, hear the UP administration's position on the matter. Finally, the Office of the Student Regent is urging the University to release a statement concerning the budget cut.

The issue at hand is closest to the hearts and minds of the Filipino youth today, particularly our Iskolars ng Bayan, as it has become apparent, more than ever, that the state is abandoning its responsibility to provide quality and accessible education for the people.

Today, 24 September 2010, has been declared as the Nationwide Walk-out Against Budget Cut. Students from all of UP's Constituent Universities have committed to take part in this action. This only means that it is only imperative that the students enjoin everyone and strengthen our ranks in the University, once again, to demonstrate the potential of mass movement in forwarding our concern, in solidarity with the issues of the Filipino people."

REPORT OF THE STAFF REGENT

In preparation for the selection of the next Staff Regent, Staff Regent Cabrera requests the following for the smooth process:

- financial assistance from the Administration which he would submit once the committee is convened
- technical support from the Office of the Vice President for Legal Affairs and the Office the Vice President for Administration

POLICY MATTERS APPROVED

Institution of Doctor of Philosophy in Music Program, College of Music, UP Diliman as Approved by the University Council at its 114th Meeting held on 19 July 2010

Rationale

With the increasing availability of knowledge about music-cultures of the world, new perspectives to the study of music as a phenomenon of human life have arisen. This knowledge has been accumulated from the countless, empirical, cultural-particularistic field researches done in all corners of the globe, findings of which were then disseminated to other parts through print and electronic media. This paved the way for multiculturalism in the teaching of music in all levels of learning institutions around the world.

Pioneering Music Research in the Country

In the Philippines, the exploration and study of indigenous Philippine and Asian music is part of this cosmopolitanism. The College of Music of the university introduced and nurtured scientific research on Philippine music and dance as early as the 1930s. This grew to fruition during the 1950s and 1960s with Jose Maceda at the helm who systematically compared the differences among the musics of the more-than-fifty ethnolinguistic-cum-music-cultural groups in the country. Maceda's efforts laid the groundwork of current understanding about Asiatic Philippine musics. With the dissemination of his research outputs came the realization that indigenous Philippine musics have their own music-theoretical systems. These demanded to be studied in their own right and thus there was no reason why music from the West (or what has been hegemonically called the "music of common practiced") be the only music tradition that needed to be taught in the College of Music, or to serve as theoretico-philosophical paradigm for the study of other performative-symbolic-artistic forms of communication from other cultures and civilizations.

Re-evaluating and Interrogating Colonial Music Education

The teaching of Asiatic Philippine music in the UP College of Music during the 1960s was therefore in itself a social critique; it "democratized" the curriculum which then taught only European music, i.e., an alternative to what, in hindsight, was then a neo-colonial Eurocentric musical curriculum. Majors in musical instruments, voice, music education, and later choral conducting were required to take courses in Philippine, Asian, and world's musics, clearly indicating an inclusionary, open-minded approach to engaging music both as a performing art and a subject to contemplate upon critically. This cosmopolitan philosophy of music draws meaning, in particular, in the context of postcolonial awareness to Philippine Spanish and American colonial pasts of the country, where colonialism had spawned xenocentrism, a colonial imaginary that is difficult to transcend, if not eradicate.

The UP College of Music and its Unique Academic Position

The UP College of Music is at the forefront of this social critique not only in the realm of music research but also in music composition, music education and performance. In fact, it is in the UP College of Music where such transdisciplinary exploration of music and musical cultures has been formulated and is currently being practiced, in terms of performance, theory, creation, and extension services. All of these fields of endeavor in the College were informed by researches done by Jose Maceda. This epistemic catholicity was the result of Jose Maceda's ethnomusicological, philosophical, creative, and performative approach to the study of musical communication as practiced in the wider gamut of societal settings, from village cultures, to court and temple practices, to the classical productions in literate traditions. His students have subsequently advanced this type of scholarly work on Filipino and Southeast Asian music-cultures. Thus today it has notably increased their knowledge about Philippine and Asian music, thank to the researches done by three generations of music professors (1930s to present) in this university. Yet, more research needs to be done, particularly as regards the specific affinities between Philippine music and that of Southeast Asia, even those of Oceania vis-à-vis the rest of the world. This theme is pertinent to a fast, technologically-driven, media-saturated world where travel and telecommunications afford social networking of international and transnational scholars.

Continuing the Legacy of Critical Thinking about Music

It is for this reason that the UP College of Music is proposing this Ph.D. program not only as another disciplinary area in the academic

template of the University, but as a new tool and instrument to explore uncharted areas of learning about culture and human communication that hopefully will be able to contribute towards the achievement of an amalgamate wisdom on behalf of the entire University.

Board action: **APPROVAL.**

Proposal for the Elevation of the Status of UP Visayas Cebu College to an Autonomous Unit under the Office of the UP President

Overview

Cebu City and its adjacent areas sit at the strategic junction of the Mindanao, Central Visayas and Luzon sea and air corridors. It is also the regional hub of the Central Visayas and Mindanao regions. As such, it is the natural center of commercial and industrial activities. It is likewise the center of education in the region as evidenced by the presence of a number of major universities and colleges. The islands, rich in culture and history and abundant in marine life and beautiful beaches make the area a major tourist destination in the country.

During the last few decades, Cebu City and its adjacent cities and towns have exhibited phenomenal economic growth. This growth has been mainly in the areas of basic manufacturing, high technology manufacturing and services of the small and medium scale industry types, marine transportation, shipbuilding and marine products. The influx in the service sector has been principally induced by the worldwide development in information technology and business process outsourcing (BPO) services. These developments benefited population centers like Cebu due to its sizable, highly skilled human resource base. Similarly, during the last two decades, the area also profited from the extraordinary development in tourist-related infrastructure, facilities and services. With all these, Cebu has the strategic significance and critical mass in terms of clientele.

Together with its surviving traditional industries in the areas of furniture, shell-craft and fashion accessories manufacturing, the City (and surrounding areas) may be described as vibrant and moving very fast in terms of its development dimensions.

The University of the Philippines' Current Presence in Cebu and Its History

The University of the Philippines Visayas Cebu College (UPVCC), established on 3 May 1918, was initially named Junior College of Liberal Arts. It underwent several changes in name and stature: it became a separate unit of the University of the Philippines (UP) and renamed Junior College of the UP, integrated into the University of the Philippines Visayas (UPV) in 1986, and was given its official name UP Visayas Cebu College (UPVCC) in 2007. UPVCC was initially located in the Ermita District of Cebu. In March 1929, it transferred to its current site in Lahug. UPV Cebu College is the current presence of the UP System in the region. To date, UPVCC has 5 Full Professors, 22 Associate Professors, 36 Assistant Professors, and 19 Instructors. The College currently has over 1,000 students enrolled in its various undergraduate courses. There are around 160 professionals enrolled in the graduate programs. In March 2007 the Commission on Higher Education declared its computer science program a Center of Excellence on Information Technology Education. During UP's Centenary in 2008, Her Excellency President Gloria Macapagal-Arroyo signed RA 9500 (the new UP Charter of 2008) in UPVCC.

Despite its 90 years of existence, its recent status as CHED-COE in Information Technology Education, and its historical significance as the oldest campus outside Luzon and as site where the University of the Philippines Charter of 2008 was signed into law, its overall presence in the region appears to be grossly inadequate in comparison to the enormity

of the region's development. It is in this context that the UP System's Central Administration under the leadership of President Emerlinda R. Roman designated UPVCC as a flagship project of her administration. It is envisioned that the University of the Philippines shall create a strong presence, a sense of purpose articulated for the first time in UPVCC's history, in the region consistent with the enormity and character of the region's development.

Need for Autonomy and Statement of Capability

The magnitude and the speed of development of the area it serves present to UPV Cebu College a formidable challenge. Its history has long been embedded in, intertwined and vastly shared with the history of the area it served for 90 years. Recent attention and effort on UPVCC by the UP Central Administration provided the greatest impetus towards creating a very strong and significant presence in the area.

However, the current organization linkage of UPVCC handicapped the momentum of change that the college has gathered during the last three years. It goes without saying that there are fundamental differences in the magnitude and character of the clientele base of UPVCC and UPV. UPV is marine resources and agriculture based while UPVCC is commercial, industrial and tourism based. Such differences may have contributed to the slowdown of momentum. Historically, placing UPVCC under the UPV was based only on administrative convenience, and as such, may have resulted in the development of contrasting perspectives particularly in the prioritization of the delivery of services to disparate clientele.

Likewise, from the above assessment, UPVCC does not need tremendous amount of resource infusion to make on its own. What it needs is significant amount of bridge financing which may well be recovered from its own internal capability.

As had been shown during the last 3 years the academic reform orientation of UPVCC differed fundamentally from that of UPV, and with greater likelihood, can continue to diverge in the future.

Therefore, the potentials of UPVCC may not be harnessed under the present set-up. In short, obtaining autonomy is a necessary first step to provide UP Cebu College the freedom to flourish.

Executive Summary

The elevation of UP Visayas Cebu College from a regional unit of UP Visayas to an autonomous unit under the Office of the President of the university is being proposed. Should this be granted, the autonomy will give UP Cebu more freedom and flexibility to prepare for a constituent university status in the next five (5) to seven (7) years.

UP Cebu then envisions a future where it becomes a university of choice among the ablest of students for programs distinguished as truly built on the UP tradition of excellence, academic freedom and duty to meet the changing needs of the region.

During this transition period, the autonomous college shall focus its activities and resources to accomplish the following agenda:

1. Formulate strategic directions for UP Cebu focusing on its role as an institution of higher learning in the region within the framework of the University of the Philippines System.
2. Formulate a desired faculty development profile including strategies for achieving the profile.
3. Tighten faculty recruitment policies and procedures consistent with the desired faculty development profile.
4. Improve the quality of undergraduate programs, at the same time emphasize quality graduate education.
5. Formulate mid- and long-term research agenda that will lead to a strong research culture in UP Cebu.
6. Nurture an IT culture in UP Cebu.
7. Create and develop a program to promote the cultural heritage of the region.

8. Formulate resource generation framework and program specifying strategies and mechanisms for sustainable fund-raising and income generation.
9. Formulate physical campus development program.
10. Undertake all the above activities under an autonomous set-up of the UP System.

Board action: APPROVAL. Henceforth, UP Visayas Cebu College will be officially called UP CEBU.

N.B. President Roman endorsed to the Board the elevation of the status of UP Visayas Cebu College to an autonomous unit under the Office of the President. She said that this has been discussed with the faculty of the unit and the faculty is endorsing the proposal. The Chancellor of UP Visayas is also endorsing the proposal. The President said that she would involve the Vice President for Academic Affairs to help UP Cebu with the Academic Programs, the Vice President for Planning and Finance to help in the separation of accounts of UP Cebu from UP Visayas and the Vice President for Development to help with the land use development plan.

Faculty Regent Taguiwalo inquired whether the proposal for the UP Cebu High School was considered in the proposal.

In response to the query of the Faculty Regent, President Roman said that she deliberately delayed the decision on the proposal until such time that autonomy of UP Cebu is granted. However, the President said that she had already informed the Dean of the College of Music, the Dean of the College of Education and the Dean of the College of Fine Arts of Diliman that once the autonomy of UP Cebu is approved they will go to Cebu and sit down with the Principal and the one in-charge at the College level to discuss the possibility of a High School for the Arts for UP Cebu.

Faculty Regent Taguiwalo clarified if such elevation to an autonomous status for UP Cebu would not result in the loss of faculty items for the UP Cebu faculty members who now have tenure or who have already qualified for tenure.

President Roman said that this would not happen and the reason why she is involving the Vice President for Planning and Finance is for the latter to oversee the separation.

Proposed UP Visayas Cebu College Land Use Plan

The planning for the use of the UPV Cebu properties can be traced back as early as late 2005 when the College was declared Centennial Project of the UP System (1210th Meeting of the BOR, 30 June 2006). Thenceforth, a series of wide-ranging consultations with various stakeholders, including the Barangay and the City officials of both Cebu (14 March 2007) and Talisay (3 July 2007) cities, provincial government officials (21 February 2007) and the informal settlers occupying UP properties (18 December 2006; 7 February 2007, and 23 March 2007) was carried out. These consultations resulted in a campus renewal plan for Lahug (1211th Meeting of the BOR, 28 July 2006) with the proceeds of the proposed sale of the Talisay property having been considered to fund the Lahug development.

However, on 29 April 2008, RA 9500 otherwise known as The University of the Philippines Charter of 2008 was signed into law by the President of the Republic in UPV Cebu. The new Charter prohibits the University from disposing of its real property, so other sources of funding are being explored. With the donation by the City Government of Cebu to the University of a 5.17 ha lot in its South Roads Properties on 24 March 2009, the need to explore funding sources has become even more acute.

With this new acquisition, consultations were undertaken on 26-30 September 2009 by Prof. Ferdinand Manegdeg, UPD-COE and the College's Land Use Committee, Chaired and Co-chaired by Mr. Alsidry

Sharif and Prof. Karl Roque, respectively; and members, Engr. Albert Bascon, Profs. Roberto Basadre, Catherine Rodel, and Lawlita Cabahug, and Student Representative, Mr. Mykel Encarnacion with both (1) Cebu City and (2) Talisay City public officials, (3) UP Alumni, (4) Students, (5) Faculty, and (6) UPVCC Administration Officials in order to consolidate and integrate the College's plans on the rational use of its real properties. The resultant plan herein presented was then finalized with the assistance and guidance of Prof. Mary Ann Espina and Dean Cristopher Espina of UP Diliman, recently reviewed and endorsed by the Heads of UPVCC Academic Divisions, and is now being submitted for the University's consideration.

In this proposal, the Lahug campus is classified generally into 3 uses, namely: (1) academic zone; (2) academic support services; and (3) open spaces, whereas, the SRP and Talisay campuses into (1) academic and academic-support services; (2) community support services; and (3) open spaces.

Board action: APPROVAL.

Terms of Reference for the Project Development of UP Visayas Cebu College

Project Title: Proposed UPVCC Lahug Campus Mixed-Use Academic Support Services Complex

Rationale

UPVCC invites proponents to bid for the planning, management and development of an approximately 32,673.45 square meter portion of its property at the Lahug Campus under a Build-Operate-Transfer (BOT) arrangement. The approved 2010 UPVCC Lahug Campus Land Use Plan represents its continuing effort to evolve policies and guidelines for the rational development and management of its 12-hectare Lahug campus. The Plan is intended to serve as a blueprint for coordinating future land use development and infrastructure construction on campus to ensure, among others, that the desirable balance between the built-up area and open space is maintained at all times. It shall likewise guide the pacing and timing of the provision of academic support services, utilities and socio-cultural amenities. The plan takes cognizance of and responds to the varied and complex changes that the campus continues to undergo, particularly in the character and extent of the land use mix. One very significant feature of the current plan is the designation of adequate areas for appropriate amenities and services for its academic constituents. The Academic, Academic Support Services and Open Space zones in the vicinity of the Sugbu Cultural Center is envisioned to be one such project area.

Objectives

This project is being undertaken as an initial step to generate resources on its real estate properties via an integrated mixed-use facilities constructed in accordance with campus development and environmental guidelines which will benefit the University, its students. The UPVCC shall invite proponents to submit proposals to the University in the planning, construction, and management of the area. In qualifying proponents, UPVCC seeks to ensure the proponent's qualification, capabilities and expertise to undertake the project in conformity with its Land Use Plan and its financial and other objectives.

Project Description

The total project area ("Property") proposed to be placed under BOT, consists of the (approx.) 32,673.45 square meters. The project area shall be developed by the winning bidder (in a public bidding) under

a Build-Operate-Transfer (BOT), primarily as a mixed used academic support services complex, providing for UP constituents and the general public access to various goods and services. The overall character of the facility shall be consistent with the UPVCC Land Use Plan and its academic ambience.

Board action: APPROVAL.

Request for Waiver of Rules on Secondment in Favor of Prof. FORTUNATO T. DELA PEÑA, Professor 12, College of Engineering, UP Diliman, Effective 1 May 2010 to 30 April 2011 to Serve as Undersecretary for Science and Technology Services in the Department of Science and Technology (DOST)

In its 1235th meeting, the Board of Regents approved Prof. dela Peña's secondment to the DOST for another two years effective May 1, 2008 to April 30, 2010. Prof. dela Peña has been on secondment to DOST since May 1, 2001 until April 30, 2010, or a total of nine (9) years.

The requested waiver will allow Prof. dela Peña to serve the DOST for another year, as requested by Secretary Mario G. Montejo, to assist the latter in planning, programming, and monitoring of various S&T programs, projects and activities. He will likewise assist the Secretary in the supervision of research and development institutes (RDIs) as far as provision of S&T services are concerned, and the service institutes which provide necessary support services such as science education, S&T information, and technology promotion, transfer and commercialization.

Prof. dela Peña is also expected to oversee the completion of the Implementing Rules and Regulations (IRR) for information dissemination on Philippines Technology Transfer Act, the assistance program for technology business incubators (TBIs), the implementation of the pilot innovation survey and the advocacy work on Filipino innovations (Filipinnovation).

The request of the DOST is also favorably endorsed by the Dean of the College of Engineering and the Chancellor of UP Diliman.

Board action: APPROVAL.

Request for Waiver of Equity/Interest Charges in Favor of Ms. CHRISTINE M. ABRIGO

Ms. Abrigo was sent on Special Detail with Pay in Switzerland from July 28, 2008 to November 6, 2008 (3 months and 10 days) with return service requirement of one (1) year.

On May 29, 2009, the BOR in its 1243rd meeting extended the period to pay contractual obligations without interests and penalties until December 2009.

Ms. Christine M. Abrigo resigned from the University on September 14, 2009. She was short of two (2) months to completely serve her return service requirement.

Upon her resignation, she did not receive any notice to pay or statement of account to pay her monetary contractual obligation to the University.

It was only on January 6, 2010 that she learned that she has a monetary contractual obligation to the University when she was processing her clearance from the accounting division and was given a statement of account in the amount of PhP14,566.37 exclusive of interest and penalties.

She paid the amount of PhP14,566.37 on January 11, 2010.

In view of the fact that Ms. Abrigo did not receive any statement of account before December 31, 2009, the last day to avail of the amnesty, the OLS is of the opinion that she is still entitled to avail of the amnesty even if the payment of the principal amount of her contractual obligation

was made 11 days after the amnesty lapsed.

The principle of due process provides that a person be given notice and opportunity to remedy her/his lapses. In this case, Ms. Abrigo should have been informed that she still had an obligation to the University and be given a chance to avail of the amnesty if she opts to avail.

Board action: APPROVAL.

Request for a Temporary Waiver of 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 1-23 June 2010

The UP Visayas Academic Personnel and Fellowships Committee, in its 16 July 2010 meeting, recommended the grant of waiver of Article 178 for the period June 1-23, 2010 as a stop gap measure in favor of Dr. Gerald F. Quinitio. This recommendation is made to facilitate the continuity of Dr. Quinitio's service since his permanent appointment took effect on June 24, 2010.

Board action: APPROVAL.

Request for a Temporary Waiver of Faculty Tenure Rule in Favor of Dr. MERLINA N. ANDALECIO, Assistant Professor 7, Institute of Fisheries Policy and Development Studies, College of Fisheries and Ocean Sciences, UP Visayas, Effective 1-23 June 2010

The UP Visayas Academic Personnel and Fellowships Committee, in its 26 July 2010 meeting, recommended the waiver of Article 178 for the period June 1-23, 2010 as a stop gap measure in favor of Dr. Merlina N. Andalecio. This recommendation is made to facilitate the continuity of Dr. Andalecio's service since his permanent appointment took effect on June 24, 2010.

Board action: APPROVAL.

Request for a Waiver of Rules on Study Leave with Pay for Permanent Non-Teaching Personnel in Favor of Ms. MILYN C. LEGHID, UP Visayas, Effective 9 August 2010 until 30 September 2011

Ms. Leghid has been serving UP Visayas, particularly the Office of the Vice Chancellor for Planning and Development, as Business Manager since January 1, 2005 on casual status. As Business Manager, she has been performing the following functions:

1. Promote and encourage CUs and UPV individuals to engage into income generation projects (IGP);
2. Prepare project/business proposals, operational plans and strategies related to IGP for possible funding/partnership and coordinate with respective units for its implementation;
3. Evaluate business plans/programs and strategies (marketing and accounting) of existing income generating units (outside IGP) and facilitate business prospects to the University;
4. Formulate guidelines and systems procedures relative to income generating activities;
5. Review and evaluate financial documents, contracts, and other documents related to income generation; and
6. Promote agro-forestry based income generation activities of UPV (e.g. mango production, bamboo pole and coconut selling)

The Vice Chancellor for Planning and Development recently requested authority to fill up a vacant College Business Manager 1 position with the intention to assign the item to Ms. Leghid subject to the standard procedures for hiring.

Ms. Leghid has been selected by InWent International as one of the participants for an advance training programme, the InWent International Leadership Training on Regional Economic Development RED Expert 2010 of the Federal Ministry of Economic Co-operation and Development in the Federal Republic of Germany. She is undergoing the six (6) weeks German Language Course at Goethe-Institut Manila in Makati City which started on August 9, 2010. The training program will start on October 1, 2010 and will end on September 30, 2011. Attendance of Ms. Leghid in the training program will further equip her with skills required for the establishment of a strategic and effective business development program for UP Visayas. In line with this, she has proposed to study the income generating framework of one of the universities (to be identified) in Germany in terms of setting up policies and business strategies which she will implement in the University after her training.

The Chancellor endorses the recommendation of the UPV AdPFC to grant Ms. Leghid's request for a waiver of rules which restrict the grant of study leave with pay to permanent non-teaching personnel.

Board action: APPROVAL.

FINANCIAL MATTERS APPROVED

Request for Authority to Pay the Second Merit Incentive of PhP5,000.00 for CY 2010 to all Qualified UP Personnel

The President requests authority to pay the second merit incentive of PhP5,000 for CY 2010 to all qualified UP Personnel.

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

Board action: APPROVAL.

N.B. Regent Cabrera thanked the President for the recent benefits. He sought clarification though on a recent memorandum of the Vice President for Administration stipulating that the release of the Merit Incentive is tied to the New Performance Management System – Office Performance System (PMS-OPES). The Staff Regent requests that the grant of the merit incentive be based on the Old Performance Evaluation System instead of the New Performance Management System – Office Performance Evaluation System (PMS-OPES). He said that there are questions and complaints about the New PMS-OPES. In fact, the Civil Service Commission itself has suspended its implementation.

Vice President for Administration Arlene A. Samaniego who was called in to respond to the request of the Staff Regent explained that the memorandum was used to encourage everyone to comply with the new tool since eventually the University would shift to this tool. However, it does not mean that one would not get his/her merit incentive if he/she does not meet the deadline for the OPES. What is required is the submission of the Targets using the PMS-OPES form. The evaluation from January to June 2010 would still be based on the old scheme.

Regent Cabrera asked if one would still get the Merit Incentive even if he/she does not submit the Targets using the PMS-OPES form.

Vice President Samaniego responded that there should be submission of the Targets. Those who do not comply may not be included in the first batch. But once they have complied, they would be included in the succeeding batches.

Regent Taguiwalo pointed out that since the new PMS-OPES is still for pilot testing, the merit incentive should be given based on the Old Performance Evaluation System. Second, the Merit Incentive is really part of the CNA Incentive won through a process of Collective Negotiation Agreement. The request is to use the old Performance Evaluation System while the PMS-OPES is still under question. The Faculty Regent said that she has seen the OPES form and found it truly complicated. It is detailed and very quantitative. Regent Taguiwalo also pointed out that she has talked to some faculty administrators who have also raised questions on the PMS-OPES.

Vice President Samaniego informed the Board that in her recent meeting with the System Personnel Committee (SPC), each of the HRDO heads reported that a number of employees have already submitted their Performance Targets using the New PMS-OPES. This means that only a few have not yet submitted.

Regent Taguiwalo requested data on how many have submitted their Targets using the PMS-OPES form so that they could help the administrators. If the number is high, the Faculty Regent said that they could ask for reconsideration.

Grant of the 3rd Rice Subsidy/Allowance for 2010

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

"Rice subsidy (minimum of three (3) sacks of rice at PhP1,500.00 per sack) ..."

In this connection, the President requests authority to grant the 3rd rice subsidy/allowance for 2010.

In the spirit of equity, it is further requested that the same rice

subsidy/allowance of PhP1,500.00 be given to the Faculty, REPS and administrative personnel not covered by the CNA between the University and the two Unions -- AUPWU & AUPAEU.

Board action: **APPROVAL.**

Programming of UP Diliman's Revolving Fund Amounting to PhP8,000,000.00 Only, Chargeable Against the Legal Research Fund, Certified as Available by the UPD Accounting Office, to be utilized as follows:

RESEARCH SERVICES	
Personal Services	PhP2,500,000.00
Maintenance and Other Operating Expenditures To cover obligations for research projects including expenses for multi-volume publication in preparation for the UP Law Centennial Celebration in FY 2011	1,000,000.00
Equipment Outlay To upgrade/provide funds for the PABX system, computers, air-conditioning units and various pieces of equipment	2,500,000.00
EXTENSION SERVICES	
Personal Services	PhP1,500,000.00
Maintenance and Other Operating Expenditures To cover obligations in connection with the hosting of the 2010 Manila Biennial Conference of Asian Society of Labor Law (ASLL) ON November 20-21, 2010	500,000.00
TOTAL	PhP8,000,000.00

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

Board action: **APPROVAL.**

STFAP Tuition Revenue Sharing, AY 2009-2010 for Distribution in CY 2010

Particulars	CONSTITUENT UNIVERSITIES						
	Total	Diliman	Los Baños	Manila	Visayas	Mindanao	Baguio
a. % of undergraduate students = (b/b(total))	100.0000%	42.6329%	21.6320%	14.2426%	16.0579%	2.0610%	3.3735%
b. Number of undergraduate students 1/	17,904	7,633	3,873	2,550	2,875	369	604
c. Number of units to be assessed for tuition fees for the school year, @15 units per student per semester, @ 2 semesters per school year = (b x 15 x 2) = (b x 30)	537,120	228,990	116,190	76,500	86,250	11,070	18,120

Particulars	CONSTITUENT UNIVERSITIES						
	Total	Diliman	Los Baños	Manila	Visayas	Mindanao	Baguio
d. Average peso tuition fee per unit = e.1/c	215.61	314.00	132.22	259.74	37.64	185.92	186.00
e. Computation of net tuition fee income 1. Actual undergraduate peso tuition fee collections per CU reports being actual, this is already net of tuition fee waivers granted under STFAP	115,810,434.56	71,902,651.30	15,362,502.27	19,870,295.49	3,246,530.50	2,058,135.00	3,370,320.00
DEDUCT: 2. Adjustment for campus' tuition premiums estimated for retention by the originating CU = (d – P200 x c)	30,674,946.79	26,104,651.30		4,570,295.49			
3. Grants to STFAP scholars: Stipends, Book allowance, Transportation allowance and dormitory allowance per CU reports	3,162,110.00	135,950.00	561,550.00	1,182,135.00	835,600.00	23,525.00	423,350.00
4. Total deductions = (e.2 + e.3) in pesos	33,837,056.79	26,240,601.30	561,550.00	5,752,430.49	835,600	23,525.00	423,350.00
5. Net incremental peso cash inflow from STFAP-based increase in basic tuition fees, for pooling = (e.1 – e.4)	81,973,377.77	45,662,050.00	14,800,952.27	14,117,865.00	2,410,930.50	2,034,610.00	2,946,970.00
f. Sharing of total incremental cash inflows from the pool in proportion to number of undergraduate students = (a x e.5 (total))	81,973,377.77	34,947,653.74	17,732,511.85	11,675,162.72	13,163,173.65	1,689,464.72	2,765,411.09
g. Surplus to be turned over to the pool (Deficit to be made up from pool) = (e.5 – f)	0.00	10,714,396.26	(2,931,559.58)	2,442,702.28	(10,752,243.15)	345,145.28	181,558.91
h. Incremental cash inflow per student = (f/b)	4,578.50	4,578.50	4,578.50	4,578.50	4,578.50	4,578.50	4,578.50
NOTES: UPOU, which has 551 undergraduate students, is excluded in this analysis, since there are no STFAP beneficiaries among its students. Items d to h are all expressed in peso amounts. Tuition fee income above the P200 per unit minimum charge shall be retained by the CUs.							

Board action: **APPROVAL.** The Board approved the transfer of funds from one campus to another to support the STFAP beneficiaries of the other campuses.

N.B. Regent Taguiwalo requested clarification for this particular item.

President Roman explained that this is for the old STFAP. Since UP Diliman has more funds, the campus helps campuses which are not as financially endowed. UP Visayas and UP Mindanao, for instance have more STFAP beneficiaries. To help them pay the stipends, UP Diliman helps. It is really just transferring money from the affluent campus to the less financially endowed campuses. There is an objective formula for this, according to the President. This formula has always been there. What is needed is Board authority to transfer the funds from one campus to another to support the STFAP beneficiaries of the other campuses.

APPOINTMENTS

UNIVERSITY OFFICIALS

UP System

Appointment of Program Coordinators for the Philippine Genome Center, effective 1 September 2010 until 31 August 2013

- Dr. CARMENCITA PADILLA** – Program Coordinator for Health Research
Dr. RITA LAUDE – Program Coordinator for Agricultural Research
Dr. GISELA CONCEPCION – Program Coordinator for Biodiversity for Drug Discovery
Dr. CYNTHIA SALOMA – Program Coordinator for Core Facility for DNA Sequencing/Genotyping
Dr. ARTURO LUISMA – Program Coordinator for Core Facility for Bio-informatics

Board action: **APPROVAL. The President was likewise given the authority to appoint additional Program Coordinators for the Genome Center.**

N.B. Regent Taguiwalo suggested that the President consider Dr. Anna Novero of UP Mindanao when she appoints additional Program Coordinators for the Genome Center.

Regent E. J. Angara pointed out that the Genome Center is going to be a very vital research center. He said that he visited the Genome Center in Singapore with Dr. Carmencita Padilla. They are so advanced in Singapore and they are now into Stem Cell Research. The good Senator said that the University should not be left behind. Singapore is recruiting some of the biochemists from PGH.

President Roman informed the Board that some of the University's alumni who are currently based in the United States are willing to come home and be detailed to the Genome Center.

When asked by the Chair where the funding for this Genome Center would come from, Regent E. J. Angara responded that funding would come from General Appropriations.

The President added that DOST Secretary Montejo is also supporting the Genome Center.

When the science budget was discussed, Regent E. J. Angara said that the Genome Center was taken up and they have agreed to give financial assistance.

UP Diliman

Prof. MARY ANN A. ESPINA* as Dean, College of Architecture, effective 24 September 2010 until 23 September 2013

Dr. CARLO ARCILLA** as Director, National Institute of Geological Sciences, effective 16 July 2010 until 15 July 2013

N.B. *Regent E. J. Angara pointed out that his interest is in the arts and design of institutions. The country's artists and architects are regaining not just local but also international prominence whether in Singapore,

Hong Kong or the Middle East. Many of the University's graduates are the ones deep into design and art. The Senator said that it is important to choose a leader who is as equally prominent and well known as the outgoing Dean, Professor Silvestre.

**Regent Taguiwalo said that she supports the recommendation for Dr. Arcilla. Her concern is the latter's lack of tenure. For someone who is qualified to have a second term as Director of the National Institute of Geological Sciences, the Faculty Regent asked why until now, Dr. Arcilla has not been granted his tenure. Regent Taguiwalo added that she is aware that Dr. Arcilla has met the very stringent requirements in terms of publications in international refereed journals.

President Roman responded that the College of Science where Dr. Arcilla belongs has tough requirements for tenure. Anyway, she said that the concern shall be conveyed to the Dean of the College of Science through the Chancellor.

On the CSWCD Deanship

Regent Taguiwalo informed the Board that the term of the Dean of the College of Social Work and Community Development is ending on October 31, 2010. To date, she said, the Chancellor of UP Diliman has not submitted his report yet. The College has gone through a search process. The Public Forum was held on 13 August 2010 and the Search Committee submitted its report end of August 2010. The Faculty Regent said that she has been informed by the Secretary of the University that the Chancellor was able to interview the nominees only last September 15, 2010.

Her concern, according to the Faculty Regent is that there is a standing policy that Deans should be appointed one month before the end of the term of the incumbent. The CSWCD is now preparing the teaching load of faculty members for the second semester.

President Roman informed the Board that she is scheduled to meet the Chancellor on 28 September 2010 to discuss this matter.

UP Los Baños

Dr. GRACE D. DE OCAMPO as Dean, College of Veterinary Medicine, effective 1 October 2010 until 30 September 2013

Dr. OSCAR B. ZAMORA as Dean, Graduate School, effective 1 September 2010 until 31 August 2013

UP Visayas

Dr. CARLOS BAYLON as Dean, College of Fisheries and Ocean Sciences, effective 1 October 2010 until

TRANSFER TO PERMANENT STATUS

UP Diliman

Prof. CZARINA B. AGCAOILI, as Assistant Professor 1 (Salary Grade 18-1), UP Integrated School, College of Education, effective 24 September 2010

Prof. MENANDRO S. BERANA, as Assistant Professor 5 (Salary Grade 21-1), College of Engineering, effective 24 September 2010

Prof. MANUEL GERARDO G. DURAN, as Assistant Professor 3 (Salary Grade 19-3), UP Extension Program in Pampanga, effective 24 September 2010

Prof. VLADIMIR B. GONZALES, as Assistant Professor 2 (Salary Grade 19-1), College of Arts and Letters, effective 24 September 2010

Prof. APRIL DAPHNE F. HIWATIG, as Assistant Professor 1 (Salary Grade 18-1), UP Integrated School, College of Education, effective 24 September 2010

Prof. LUZVIMINDA M. SIBBALUCA, as Assistant Professor 2 (Salary Grade 19-1), UP Integrated School, College of Education, effective 24 September 2010

Prof. SARAH JANE C. TOLEDANO, as Assistant Professor 3 (Salary Grade 19-3), College of Social Sciences and Philosophy, effective 24 September 2010

Prof. ROSALINDE FELUR M. ZAPATA, as Assistant Professor 1 (Salary Grade 18-1), College of Arts and Letters, effective 24 September 2010

UP Los Baños

Prof. EDMUND G. CENTENO, as Assistant Professor 1 (Salary Grade 18-1), College of Development Communication, effective 24 September 2010

UP Manila

Prof. MARIA RINA T. REYES-QUINTOS, as Assistant Professor 4 (Salary Grade 20-1), National Institutes of Health, effective 24 September 2010

EXTENSION OF APPOINTMENT BEYOND COMPULSORY RETIREMENT AGE OF 65

UP Diliman

Prof. MASHUR BIN-GHALIB JUNDAM, Professor 7 (Salary Grade 28-7), Institute of Islamic Studies, effective 27 July 2010 until 31 October 2010

Prof. NICANOR G. TIONGSON, as Professor 12 (Salary Grade 29-8), College of Mass Communication, effective 10 January 2011 until 31 May 2011

UP Visayas

Prof. GIANINA P. CAINGLET, Assistant Professor 7 (Salary Grade 21-8), College of Management, effective 13 September 2010 until 31 March 2011

ORIGINAL APPOINTMENT BEYOND COMPULSORY RETIREMENT AGE OF 65

UP Diliman

Prof. EMILIE G. FLORES, Professorial Lecturer 5, College of Home Economics, effective 1 June 2010 until 31 May 2011

UP Manila

Dr. SERAFIN C. HILVANO, Clinical Professor of Surgery and Attending Surgeon, College of Medicine, effective 24 September 2010 until 31 May 2011

RENEWAL OF APPOINTMENT BEYOND COMPULSORY RETIREMENT AGE OF 65

UP Diliman

Prof. BASILIO ESTEBAN DS VILLARUZ, Professorial Lecturer 5, College of Music, effective 1 June 2010 until 31 May 2011

UP Manila

Dr. EVANGELINE O. SANTOS, Clinical Associate Professor, College of Medicine, effective 1 June 2010 until 31 May 2011

Prof. LUIS Q. TRINIDAD, Professorial Lecturer 1, College of Arts and Sciences, effective 1 June 2010 until 31 May 2011

GRADUATION OF STUDENTS

Graduation of students from UP Open University who completed all the requirements for their respective degrees/titles as of the end of Summer 2010 and endorsed by the University Council at its 34th meeting held on 11 August 2010

Board action: APPROVAL.

MATTERS FOR CONFIRMATION

The Board CONFIRMED the following:

Confirmation of the Promotion to the Rank of Professor I of both **Prof. AMADO MENDOZA, JR.** and **Prof. MIRIAM FERRER, CSSP**, UP Diliman

By virtue of the authority granted by the Board of Regents, the President approved the following promotion on 1 September 2010:

	Faculty	Recommendation	
		FROM	TO
Crossing ranks from Associate Professor to Professor	Mendoza Jr., Amado (CSSP- Political Science)	Assoc. 7 (SG 25-7)	Prof. 1 (SG 26-5)
	Ferrer, Miriam (CSSP- Political Science)	Assoc. 7 (SG 25-7)	Prof. 1 (SG 26-5)

Prof. Amado Mendoza authored a book chapter entitled "People Power in the Philippines, 1983-86" in *Civil Resistance & Power Politics*, published in 2009 by Oxford University Press. It received the UP System International Publication Award last December 2009.

Prof. Miriam Ferrer authored a book chapter entitled "From rebels to governors: 'Patronage Autonomy' and continuing underdevelopment in Muslim Mindanao" in *Regional Minorities and Development in Asia*, published in 2010 by Routledge which also earned an International Publication Award early this year.

During the evaluation period, there were problems in their documentation regarding the exact publication dates whether or not the same would fall within the period April 2009-March 2010, hence they were not included in the original list of recommendations.



MEMORANDA OF AGREEMENT

UP System

Memorandum on Academic Cooperation between the University of the Philippines and the University of Hong Kong, China

Project: Academic and Educational Cooperation

Particulars:

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

Effectivity: Valid for a period of five (5) years from the date of signing by the representatives of both universities. This agreement shall be renewed after being reviewed and renegotiated by both universities.

Date signed: 26 July 2010

Memorandum of Agreement between the University of the Philippines and the PHIL-KOREA Renewable Energy Corporation, Inc.

The Board of Regents approved the draft Memorandum of Agreement between the University and PHIL-KOREA at its 1258th meeting on 29 July 2010, subject to certain conditions.

Project: Study for the construction, establishment and operation of a biomass power plant, a geothermal power plant, a hydroelectric plant within the land properties administered by UP

Implementing Unit: UP Los Baños

Particulars:

Obligations of PKRECI:

- a. PKRECI shall, at no cost and risk to UP, unless otherwise provided, conduct studies to determine the technical, socio-economic and

environmental feasibility of tapping the potential(s) of those said areas either owned, managed, administered by UP and/or over which it has jurisdiction as geo-thermal, bio-mass and hydro-electric sources of energy;

- b. PKRECI shall endeavor to solicit from the Government of South Korea and other institutions therein financial assistance for the conduct of the feasibility studies subject of the agreement;
- c. PKRECI shall undertake to complete the feasibility studies and submit the same to UP within twelve (12) months from the execution of the agreement including therein proposals for the setting up and establishment of the necessary facilities, plants and/or related infrastructure designed to harness and tap alternative sustainable energy sources. Provided that, should the feasibility studies or formal project proposal be unacceptable to UP, the parties shall keep confidential and return to each other all documents, plans and drawings, respectively, belonging to both parties. Furthermore, except for the materials which are considered public or common knowledge and information, no portion of the feasibility study or formal proposal may be used for any purposes other than the pursuance of the above-mentioned projects;
- d. PKRECI shall, prior to and throughout any and all exploratory surveys, drillings and related activities to carry out the feasibility studies, secure the necessary permits, clearances, licenses and other documents and papers required or to be required by law and/or government rules and regulations for such activities; and
- e. PKRECI shall, throughout the duration of the subject undertaking, hold UP free and harmless from any and all liabilities or claims arising from any fault or negligence committed by its officers, employees, agents, contractors and all other persons acting for and in its behalf.

Obligations of UP:

- a. UP shall, subject to compliance with any and all laws, rules and regulations, allow the PKRECI to conduct exploratory surveys and drillings within the areas referred to in the foregoing; Provided, however, that all work plans, activities and undertakings having to do therewith must be approved by UP;
- b. UP shall, whenever needed or required, extend to PKRECI such assistance in securing the necessary permits, clearances, licenses and other documents and papers required or to be required by law and/or government rules and regulations to carry out the obligations set forth therein; and

Effectivity: Shall be for a period of one (1) year, commencing upon its approval by the Board of Regents of the University of the Philippines, subject to revisions or modification by mutual agreement. Either party may terminate this understanding by giving the other party at least six (6) months notice.

Date notarized: 8 September 2010

UP Diliman

Memorandum of Academic Cooperation between the University of the Philippines and the Universiti Teknologi Malaysia

Project: Academic Exchange and Collaboration

Particulars:

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

1. exchange of faculty, researchers and other research and administrative staff;
 2. exchange of students;
 3. collaborative research projects;
 4. lectures and symposia;
 5. exchange of academic information and materials; and
 6. promotion of other academic cooperation as mutually agreed.
- b. The development and implementation of specific activities based on the Agreement will be separately negotiated and agreed upon between the schools or institutes which carry out the specific projects. Both universities agree to carry out these activities in accordance with the laws and regulations of the respective countries after full consultation and approval;
 - c. It is understood that the implementation of the types of cooperation stated above may be restricted depending upon the availability of resources and financial support at the universities concerned;
 - d. Should any collaborative research activity under the Agreement result in any potential issue on intellectual property, both universities shall seek an equitable and fair understanding as to the ownership and other property interests that may arise. This understanding shall be based on the laws, rules and guidelines implemented in both universities.

Date signed: 9 August 2010 (by UTM)
12 July 2010 (by UP)

Memorandum of Understanding (First Renewal) between the University of the Philippines and the Chonnam National University, South Korea

Project: Academic Cooperation

Particulars:

In order to achieve the common goal, the two universities agree to cooperate in the following aspects:

- a. student exchange;
- b. exchange of faculty and researchers;
- c. joint research activities;
- d. exchange of academic publication and information; and
- e. participation in seminar and academic meetings.

Effectivity: Will take effect on the date of signature for a period of three (3) years

Date signed: 27 July 2010 (by Chonnam)
12 July 2010 (by UP)

Memorandum of Agreement between the University of the Philippines and the University of Southeastern Philippines (USEP)

Project: Training and Seminars for Faculty Development of the Geology Faculty of USEP

Implementing Unit: National Institute of Geological Sciences, College of Science, UP Diliman

Particulars:

Subject to availability of funds and the mutual consent of both parties expressed in separate memoranda of agreement, collaborative work and assistance shall be carried out through such activities or programs:

- a. Faculty development for USEP's Geology Program through short-term training and seminars or enrolment in graduate degree program of the NIGS;
- b. Joint research and development in areas of mutual interests;
- c. Establishment of geological study areas or stations in Davao City and nearby provinces;
- d. Development of geoscience courses relevant to USEP's Geology Program;
- e. Technical advice to the Core Committee of the Geology Program in the development of its science laboratories relevant to its instructional and research activities; and
- f. Institutional planning and other relevant areas of cooperation as may be deemed important and mutually beneficial to both parties.

Effectivity: Shall be in force for a period of three (3) years effective upon the date of signing by the Parties, renewable for another period not exceeding three (3) years by mutual consent of both Parties expressed in writing. Either Party may pre-terminate the Agreement or its renewal for cause by giving the other Party prior thirty (30)-day written notice of such termination.

Date notarized: 29 July 2010

Memorandum of Agreement between the University of the Philippines and the following:

- Department of Environment and Natural Resources - Regional Office III (DENR-RO III)
- Bureau of Fisheries and Aquatic Resources Regional Office III (BFAR-RO III)
- Central Luzon State University (CLSU)
- Ramon Magsaysay Technological University (RMTU or RIC Field Station)

Project: Cooperation for the Integrated Coastal Resources Management Project (ICRMP)

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

Particulars:

The DENR-RO III shall:

- a. Ensure the attainment of the objectives of the Agreement and compliance to all terms and conditions as stated;
- b. Collaborate with UP, THE RIC, and DENR in the formulation of the RIC Operational Framework Plan;
- c. Actively participate with the implementing agencies in the formulation of the RIC Sustainability Plan;
- d. Assist in the formulation/design of IEC programs/activities in support of the implementation of Coastal Resources Management (CRM) activities, including but not limited to Marine Protected Areas (MPAs);
- e. Participate and provide technical assistance in any of the activities as maybe required in the implementation of the ICRMP;

- f. Assist in the monitoring of the status of the RIC; and
- g. Provided relevant information and studies regarding biodiversity to the RIC whenever available;

The UP through The Marine Science Institute (MSI) shall:

- a. Develop, with the Parties of the Agreement, the RIC the Operational Framework Plan to include, among others, implementation arrangements, implementation structure, biodiversity monitoring scheme, research and capacity development building, IEC plan, development of financial support system/ financial sustainability, and mechanism on networking and collaborative undertaking;
- b. Develop, with the Parties of the Agreement, including PAWB, the monitoring and evaluation scheme for the implementation of the RIC;
- c. Assist the RIC, with DENR-RO III, and BFAR-RO III, and if needed, PAWB, on the following:
 - Biodiversity monitoring;
 - Conduct of research, development and extension activities;
 - Information Education and Communication (IEC) campaigns;
 - Implementing mechanisms for financial sustainability; and
 - Networking and collaborative undertaking with other academic organizations, concerned LGUs, and other relevant institutions.
- d. Assist the RIC in the preparation of activity proposals (e.g., research proposals, biodiversity monitoring, publication and dissemination of research results, and awareness campaign on biodiversity conservation) with corresponding Work and Financial Plans for the operation of the RIC;
- e. Participate in the monitoring of the activities of the RIC, together with DENR-RO III, PAWB, and BFAR-RO III; and
- f. Prepare and submit regular reports to the PMO-ICRMP, with copies furnished to relevant agencies.

The CLSU as the RIC shall:

- a. Ensure the attainment of the objectives of the Agreement and compliance to all terms and conditions;
- b. Work collaboratively with other Parties in the formulation of the Operational Framework Plan;
- c. Initiate capacity building for biodiversity monitoring and research, IEC activities, training and demonstration activities;
- d. Oversee all RIC activities;
- e. Agree with RMTU regarding arrangement on accountability maintenance and disposition of equipment in the RIC field station;
- f. Assign qualified staff to implement the RIC Operational Framework Plan and Sustainability Plan;
- g. Prepare activity proposal with RMTU (e.g., research proposals, biodiversity monitoring, publication and dissemination of research results, and awareness campaign on biodiversity conservation) with corresponding Work and Financial Plans for the operation of the RIC;
- h. Conduct the following activities, among others, and provide counterpart funds/resources, in accordance with work and financial plans duly approved by the concerned parties for:
 - Capacity-building activities and extension works;
 - IEC;
 - Annual Work and Financial Planning; and
 - Conduct of some research, trainings, and extension works.
- i. With the assistance of the Parties of the Agreement including PAWB and invited concerned LGUs, formulate a Sustainability Plan to ensure continuous operations of the RIC even after project completion;

- j. Abide with the existing rules and regulations related to the collection of biological specimens, among others;
- k. Allow access of DENR, BFAR, and LGU staff to the RIC and its facilities, subject to pertinent University rules and regulations/ guidelines; and
- l. Prepare the required reports with RMTU and submit to the DENR-RO III, with copies furnished to other Parties.

The RMTU as the RIC field station shall:

- a. Provide adequate space for the RIC staff and facilities;
- b. Ensure attainment of the objectives of the Agreement;
- c. Assign qualified staff to formulate and implement the RIC Operational Framework Plan and Sustainability Plan;
- d. Closely coordinate and cooperate with the RIC in all ICRMP activities;
- e. With the assistance of the Parties in the Agreement including PAWB and invited concerned LGUs, formulate a Sustainability Plan to ensure continuous operations of the RIC even after Project completion;
- f. Abide with the existing rules and regulations related to the collection of biological specimens, among others;
- g. Allow access of DENR, BFAR, and LGU staff to the RIC and its facilities, subject to pertinent University rules and regulations/ guidelines;
- h. Agree with CLSU regarding arrangement on accountability, maintenance and disposition of equipment in the RIC field station; and
- i. Prepare the required reports with CLSU.

Effectivity: Effective from the date of signing and shall remain in force until 31 December 2012. After which, the Parties shall execute another Memorandum of Agreement on sustainability.

Date notarized: 17 August 2010

Memorandum of Agreement between the University of the Philippines and the following:

- Department of Environment and Natural Resources – Regional Office II (DENR-RO II)
- Bureau of Fisheries and Aquatic Resources Regional Office II (BFAR-RO II)
- Cagayan State University – Aparri
- (CSU-Aparri)

Project: Cooperation for the Integrated Coastal Resources Management Project (ICRMP)

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

Particulars:

The DENR-RO II shall:

- a. Ensure the attainment of the objectives of the Agreement and compliance to all terms and conditions as stated in the MOA;
- b. Work collaboratively with other Parties in the formulation of the Operational Framework Plan;
- c. Actively participate in the Sustainability Plan with the implementing agencies including Protected Areas and Wildlife Bureau (PAWB) and possibly invited concerned LGUs;
- d. Ensure integrated and harmonized planning and implementation of the RIC activities;

- e. Turn-over equipment to the RIC following existing rules and the guidelines governing operationalization of the RIC;
- f. Provide technical assistance to the RIC in capacity building for biodiversity monitoring and research, IEC activities, training and demonstration activities;
- g. Participate with BFAR-RO II in the activities of the RIC as maybe necessary or in accordance with the Operational Framework Plan and Sustainability Plan;
- h. Lead the agency in the semi-annual monitoring and evaluation on the performance of the RIC, based on the operational framework plans and sustainability plan, following the prescribed monitoring and evaluation scheme to be developed with the parties of the Agreement and with PAWB and invited LGUs;
- i. Submit the monitoring and evaluation report to DENR-FASPO, with copies furnished to the Parties of the Agreement; and
- j. Provide relevant information and studies regarding biodiversity to the RIC, whenever available.

The BFAR-RO II shall:

- a. Ensure the attainment of the objectives of the Agreement and compliance to all terms and conditions as stated;
- b. Collaborate with UP, the RIC, and DENR in the formulation of the Operational Framework Plan;
- c. Actively participate with the implementing agencies in the formulation of the RIC Sustainability Plan;
- d. Assist in the formulation/design of IEC programs/activities in support of the implementation of Coastal Resource Management (CRM) activities, including but not limited to Marine Protected Areas (MPAs);
- e. Participate and provide technical assistance in any of the activities as maybe required in the implementation of the ICRMP;
- f. Assist in the monitoring of the RIC; and
- g. Provide relevant information and studies regarding biodiversity to the RIC whenever available.

The UP through The Marine Science Institute (MSI) shall:

- a. Develop, with the Parties of the Agreement, the RIC the Operational Framework Plan to include, among others, implementation arrangements, implementation structure, biodiversity monitoring scheme, research and capacity development building, IEC plan, development of financial support system/financial sustainability, and mechanism on networking and collaborative undertaking;
- b. Develop, with the Parties of the Agreement, including PAWB, the monitoring and evaluation scheme for the implementation of the RIC;
- c. Assist the RIC, with DENR-RO II, and BFAR-RO II, and if needed, PAWB, on the following:
 - Biodiversity monitoring;
 - Conduct of research, development and extension activities;
 - Information Education and Communication (IEC) campaigns;
 - Implementing mechanisms for financial sustainability; and
 - Networking and collaborative undertaking with other academic organizations, concerned LGUs, and other relevant institutions.
- d. Assist the RIC in the preparation of activity proposals (e.g., research proposals, biodiversity monitoring, publication and dissemination of research results, and awareness campaign on biodiversity conservation) with corresponding Work and Financial Plans for the operation of the RIC;
- e. Participate in the monitoring of the activities of the RIC, together with DENR-RO II, PAWB, and BFAR-RO II; and
- f. Prepare and submit regular reports to the PMO-ICRMP, with copies furnished to relevant agencies.

The CSU-Aparri as the RIC shall:

- a. Ensure the attainment of the objectives of the Agreement and compliance to all terms and conditions as stated;
- b. Work collaboratively with other Parties in the formulation of the Operational Framework Plan;
- c. Initiate capacity building for biodiversity monitoring and research, IEC activities, training and demonstration activities;
- d. Oversee all RIC activities;
- e. Assign qualified staff to implement the RIC Operational Framework Plan and Sustainability Plan;
- f. Prepare activity proposal (e.g., research proposals, biodiversity monitoring, publication and dissemination of research results, and awareness campaign on biodiversity conservation) with corresponding Work and Financial Plans for the operation of the RIC;
- g. Conduct the following activities, among others, and provide counterpart funds/resources, in accordance with work and financial plans duly approved by the concerned parties for:
 - Capacity-building activities and extension works;
 - IEC;
 - Annual Work and Financial Planning; and
 - Conduct of some research, trainings, and extension works.
- h. With the assistance of the Parties of the Agreement including PAWB and invited concerned LGUs, formulate a Sustainability Plan to ensure continuous operations of the RIC even after project completion;
- i. Abide with the existing rules and regulations related to the collection of biological specimens, among others;
- j. Allow access of DENR, BFAR, and LGU staff to the RIC and its facilities, subject to pertinent University rules and regulations/guidelines; and
- k. Prepare the required reports and submit to the DENR-RO II, with copies furnished to other Parties.

Effectivity: Effective from the date of signing and shall remain in force until 31 December 2012. After which, the Parties shall execute another Memorandum of Agreement on sustainability.

Date notarized: 17 August 2010

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

Project: The Development of Electrochemical SPR Sensing Using Electropolymerized MIPs and Nanomaterials for Detecting EDCS and Chemical Contaminants

Implementing Unit: Office of the Vice Chancellor for Research and Development

Project Leader: Dr. Froilan del Mundo

Particulars:

- a. The project shall be undertaken by the Program/Project Leader, Dr. Froilan del Mundo in accordance with Annex A and in conformance with the Guidelines to PCASTRD Grants-in-Aid for Research and Development and Guidelines for the Grants-in-Aid Funds of the Department of Science and Technology and its Agencies (Annex B and C). However, in case of conflict between the provisions of the agreement and that of the Annexes,

the provisions of the agreement shall prevail over that of the Annexes;

- b. The DOST support for the Project shall be as follows:
- b.1 Grant of Php11,524,668.00 only, the detailed breakdown of which is shown in Project Line-Item-Budget;
 - b.2 Technical assistance relevant to the achievement of the objectives; and
 - b.3 Assistance in coordinating with other government agencies in matters requiring attention or cooperation is so far as these are relevant to the project and within PCASTRD's capability.

PCASTRD reserves the right to discontinue support for the project or its assistance at any time for violation of the project terms and conditions stipulated in Annex B and or Annex C or upon determining that the results obtained or reasonably expectable do not justify further activity, in which case, all equipment purchased from the project funds shall be returned to PCASTRD. However, no discontinuance of the project shall be made without a 15-day written prior notification to the University.

- c. The Project Leader is expected to fulfil the obligations spelled out in Annex B and Annex C; and
- d. PCASTRD shall review technical progress reports submitted by the Project Leader and shall undertake regular quarterly field visits. However, it deemed necessary, PCASTRD may conduct visits at any time, without prior notice.

Effectivity: Effective June 16, 2010 and shall be in force and effect for one (1) year, but not later than June 15, 2011 unless sooner terminated when conditions for the undertaking are not satisfied.

Date notarized: 19 July 2010

Memorandum ng Kasunduan sa pagitan ng Unibersidad ng Pilipinas, sa pamamagitan ng Sentro ng Wikang Filipino (UP SWF), at ni Kristyn T. Caragay (Pinuno ng Proyekto/Mananaliksik)

Project: Gawad Saliksik-Wika (na may pamagat na "Glosari sa Paggawa ng Damit")

Partikular:

- a. Gagawaran ng UP Diliman ng halagang Php172,600.00 ang Pinuno ng Proyekto/ Mananaliksik para sa isang taon, na ibibigay sa naaprobahang badyet ng proyekto. Ibibigay ang gawad sa tatlong hati:
 - 50% pagkatapos mapirmahan at manotaryo ang MOA
 - 25% pagkatapos maisumite ang unang ulat ng proyekto at likidahin ang 50% na naunang natanggap; at
 - 25% pagkatapos maisumite ang pinal na kopya ng resulta ng pananaliksik at likidahin ang buong pondo ng gawad, at pumasa ang resulta ng pananaliksik ng blind review ng dalawang referees.
- b. Tatapusin ng Pinuno ng Proyekto/Mananaliksik ang saliksik nang hindi lalampas sa isang taon mula sa araw ng paglagda ng Kasunduan. Walang obligasyon ang UP Diliman na dagdag pinansyal sa proyekto pagkatapos nang naaprobahang isang taon;
- c. Sa panahon ng pananaliksik, patuloy na gagampanan ng Pinuno ng Proyekto/ Mananaliksik ang kaniyang tungkulin bilang

kagawad o guro ng UP Diliman, at hindi siya tatanggap ng overload pay para sa pananaliksik;

- d. Maaaring humingi ang Pinuno ng Proyekto/ Mananaliksik ng pahintulot sa UP Diliman sa anumang pagbabago sa proyekto, tulad ng budget realignment, paglalahad ng pag-aaral ng pananaliksik, atbp;
- e. Inaasahang magsumite ang Pinuno ng Proyekto/Mananaliksik ng:
 1. isang (1) pang-kalagitnaang ulat ng proyekto matapos ang anim na buwan mula ipatupad ang pananaliksik; at
 2. isang (1) hard copy at isang (1) soft copy ng pinal na ulat na resulta ng pananaliksik sa loob ng dalawang buwan matapos ang saliksik.
- f. Naninindigan ang Pinuno ng Proyekto/Mananaliksik na ang kaniyang saliksik ay orihinal at walang nilalamang labag sa batas o karapatan ng ibang tao ang kanyang pananaliksik;
- g. Ang karapatang-ari ng resulta ng pananaliksik ay kapuwa sa UP Diliman at sa Pinuno ng Proyekto/Mananaliksik. Ibinibigay ng Pinuno ng Proyekto/Mananaliksik sa UP Diliman ang karapatan sa unang paglalathala ng pinal na produkto na magmumula sa proyekto;

Malayang sumasang-ayon ang Pinuno ng Proyekto/Mananaliksik na ibigay ang kaniyang karapatang moral na baguhin ang aklat o mga bahagi nito bago ito mailimbag, o pigilin ang paglilimbag ng artikulo.

Kung saan man ilalathala ang resulta ng pananaliksik, kikilalanin ang UP Diliman bilang nagbigay ng gawad para dito; at

- h. Hindi makatatanggap ang Pinuno ng Proyekto o Mananaliksik ng panibago o iba pang gawad sa ilalim ng Creative and Research Scholarship Fund hanggang hindi natatapos ang pananaliksik na pakay ng kasunduan.

Date signed: 9 August 2010

Memorandum ng Kasunduan sa pagitan ng Unibersidad ng Pilipinas, sa pamamagitan ng Sentro ng Wikang Filipino (UP SWF), at ni Jose Edgardo A. Gomez, Jr. (Pinuno ng Proyekto/Mananaliksik)

Project: Gawad Saliksik-Wika (na may pamagat na "Glosari ng mga Salita sa Pagpaplanong Urban at Rehiyonal")

Partikular:

- a. Gagawaran ng UP Diliman ng halagang Php173,000.00 ang Pinuno ng Proyekto/ Mananaliksik para sa isang taon, na ibibigay sa naaprobahang badyet ng proyekto. Ibibigay ang gawad sa tatlong hati:
 - 50% pagkatapos mapirmahan at manotaryo ang MOA
 - 25% pagkatapos maisumite ang unang ulat ng proyekto at likidahin ang 50% na naunang natanggap; at
 - 25% pagkatapos maisumite ang pinal na kopya ng resulta ng pananaliksik at likidahin ang buong pondo ng gawad, at pumasa ang resulta ng pananaliksik ng blind review ng dalawang referees.
- b. Tatapusin ng Pinuno ng Proyekto/Mananaliksik ang saliksik nang hindi lalampas sa isang taon mula sa araw ng paglagda ng Kasunduan. Walang obligasyon ang UP Diliman na dagdag pinansyal sa proyekto pagkatapos nang naaprobahang isang taon;

- c. Sa panahon ng pananaliksik, patuloy na gagampanan ng Pinuno ng Proyekto/Mananaliksik ang kaniyang tungkulin bilang kagawad o guro ng UP Diliman, at hindi siya tatanggap ng overload pay para sa pananaliksik;
- d. Maaaring humingi ang Pinuno ng Proyekto/ Mananaliksik ng pahintulot sa UP Diliman sa anumang pagbabago sa proyekto, tulad ng budget realignment, paglalahad ng pag-aaral ng pananaliksik, atbp;
- e. Inaasahang magsumite ang Pinuno ng Proyekto/Mananaliksik ng:
 1. isang (1) pang-kalagitnaang ulat ng proyekto matapos ang anim na buwan mula ipatupad ang pananaliksik; at
 2. isang (1) hard copy at isang (1) soft copy ng pinal na ulat na resulta ng pananaliksik sa loob ng dalawang buwan matapos ang saliksik.
- f. Naninindigan ang Pinuno ng Proyekto/Mananaliksik na ang kaniyang saliksik ay orihinal at walang nilalamang labag sa batas o karapatan ng ibang tao ang kanyang pananaliksik;
- g. Ang karapatang-ari ng resulta ng pananaliksik ay kapuwa sa UP Diliman at sa Pinuno ng Proyekto/Mananaliksik. Ibinibigay ng Pinuno ng Proyekto/Mananaliksik sa UP Diliman ang karapatan sa unang paglalathala ng pinal na produkto na magmumula sa proyekto;

Malayang sumasang-ayon ang Pinuno ng Proyekto/ Mananaliksik na ibigay ang kaniyang karapatang moral na baguhin ang aklat o mga bahagi nito bago ito mailimbag, o pigilin ang paglilimbag ng artikulo.

Kung saan man ilalathala ang resulta ng pananaliksik, kikilalanin ang UP Diliman bilang nagbigay ng gawad para dito; at
- h. Hindi makatatanggap ang Pinuno ng Proyekto o Mananaliksik ng panibago o iba pang gawad sa ilalim ng Creative and Research Scholarship Fund hanggang hindi natatapos ang pananaliksik na pakay ng kasunduan.

Date signed: 9 August 2010

Memorandum ng Kasunduan sa pagitan ng Unibersidad ng Pilipinas, sa pamamagitan ng Sentro ng Wikang Filipino (UP SWF), at ni Jonathan C. Malicsi (Pinuno ng Proyekto/Mananaliksik)

Project: Gawad Saliksik-Wika (na may pamagat na "Gramatika ng Filipino)

Partikular:

- a. Gagawaran ng UP Diliman ng halagang PhP324,000.00 ang Pinuno ng Proyekto/ Mananaliksik para sa isang taon, na ibibigay sa naaprobahang badyet ng proyekto. Ibibigay ang gawad sa tatlong hati:
 - 50% pagkatapos mapirmahan at manotaryo ang MOA
 - 25% pagkatapos maisumite ang unang ulat ng proyekto at likidahin ang 50% na naunang natanggap; at
 - 25% pagkatapos maisumite ang pinal na kopya ng resulta ng pananaliksik at likidahin ang buong pondo ng gawad, at pumasa ang resulta ng pananaliksik ng blind review ng dalawang referees.
- b. Tatapusin ng Pinuno ng Proyekto/Mananaliksik ang saliksik nang hindi lalampas sa isang taon mula sa araw ng paglagda ng Kasunduan. Walang obligasyon ang UP Diliman na dagdag

pinansyal sa proyekto pagkatapos nang naaprobahang isang taon;

- c. Sa panahon ng pananaliksik, patuloy na gagampanan ng Pinuno ng Proyekto/ Mananaliksik ang kaniyang tungkulin bilang kagawad o guro ng UP Diliman, at hindi siya tatanggap ng overload pay para sa pananaliksik;
- d. Maaaring humingi ang Pinuno ng Proyekto/ Mananaliksik ng pahintulot sa UP Diliman sa anumang pagbabago sa proyekto, tulad ng budget realignment, paglalahad ng pag-aaral ng pananaliksik, atbp;
- e. Inaasahang magsumite ang Pinuno ng Proyekto/Mananaliksik ng:
 1. isang (1) pang-kalagitnaang ulat ng proyekto matapos ang anim na buwan mula ipatupad ang pananaliksik; at
 2. isang (1) hard copy at isang (1) soft copy ng pinal na ulat na resulta ng pananaliksik sa loob ng dalawang buwan matapos ang saliksik.
- f. Naninindigan ang Pinuno ng Proyekto/ Mananaliksik na ang kaniyang saliksik ay orihinal at walang nilalamang labag sa batas o karapatan ng ibang tao ang kanyang pananaliksik;
- g. Ang karapatang-ari ng resulta ng pananaliksik ay kapuwa sa UP Diliman at sa Pinuno ng Proyekto/Mananaliksik. Ibinibigay ng Pinuno ng Proyekto/Mananaliksik sa UP Diliman ang karapatan sa unang paglalathala ng pinal na produkto na magmumula sa proyekto;

Malayang sumasang-ayon ang Pinuno ng Proyekto/ Mananaliksik na ibigay ang kaniyang karapatang moral na baguhin ang aklat o mga bahagi nito bago ito mailimbag, o pigilin ang paglilimbag ng artikulo.

Kung saan man ilalathala ang resulta ng pananaliksik, kikilalanin ang UP Diliman bilang nagbigay ng gawad para dito; at
- h. Hindi makatatanggap ang Pinuno ng Proyekto o Mananaliksik ng panibago o iba pang gawad sa ilalim ng Creative and Research Scholarship Fund hanggang hindi natatapos ang pananaliksik na pakay ng kasunduan.

Date signed: 9 August 2010

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

Project: Integrated Coastal Ecosystem Conservation and Adaptive Management Under Local and Global Environmental Impacts in the Philippines (CECAM), a JICA-JST funded project

Particulars:

UP Diliman and UP Visayas have agreed as follows:

- a. Within the budget and scope of CECAM, UP MSI, in collaboration with UP Visayas, shall undertake research and development activities in Iloilo;
- b. Within the budget and scope of CECAM, UP MSI shall assist UP Visayas accomplish its assigned tasks as specified in the Record of Discussion;
- c. UP MSI shall facilitate the procurement of equipment and machinery to be used in the conduct of project research in the province of Iloilo;

- d. UP Visayas shall develop a mechanism or a policy to ensure the proper use and disposition of the said equipment and machinery;
- e. UP Visayas shall provide the counterpart expert to collaborate in the implementation of the project and to act as Component Leader of the following research activities:
- f. Investigation of impacts of episodic events like typhoon, flood and oil/coal spill on tropical coastal ecosystem and their recovery processes; and
- g. Establishment and implementation of a comprehensive system for continuous monitoring of multiple stresses and coastal ecosystem responses;
- h. UP Visayas shall provide the qualified personnel to assist the local counterpart expert perform the tasks. The list of the 15 CECAM Research Assistants, their respective institutions, and the compensation scheme through which they will receive their salaries are given in Annex 2;
- i. UP Visayas while providing the qualified personnel for the short-term training in Japan and/or the long term PhD scholarship in fields specified by the project, shall recommend to the Project Management, criteria for personnel selection, taking all necessary measures to ensure that the trainee and scholar commensurately returns service to the project and the institution he or she comes from;
- j. All research outputs, discoveries and innovations produced by virtue of the agreement shall be subject to the provisions of the Collaborative Research Agreement signed by UP Diliman and Tokyo Institute of Technology;
- k. UP Diliman and UP Visayas upon their mutual consent, may avail of assistance from other agencies and institutions to ensure the successful implementation of the project; and
- l. UP Diliman and UP Visayas shall have regular mutual consultations on any major issues arising from, or in connection with the document.

Effectivity: Shall take effect upon its signing by both parties and shall be in effect until the end of the Project in February 2015

Date signed: 20 August 2010

Memorandum of Agreement between the University of the Philippines and the National Police Commission (First Party)

Project: Mandatory Continuing Legal Education (MCLE)

Implementing Unit: UP Law Center

Amount of the Project: The First Party shall defray the cost involved in the seminar or the amount of PhP2,800.00 per NAPOLCOM lawyer-participant and PhP4,000.00 per non-NAPOLCOM lawyer-participant

Particulars:

- a. The Parties will jointly conduct an MCLE-accredited seminar on June 21 to 25, 2010. For this purpose, the parties shall agree upon the specific topics, the lectures and the schedule for the seminar;
- b. Subject to Paragraph 1 of the MOA, the Second Party shall take charge of the design of the modules and its implementation including the accreditation of the participants by the MCLE Committee;

The First Party shall:

- a. Provide and shoulder all the costs for the food and venue of the activities;
- b. Provide the audiovisual equipment; and
- c. Be responsible for the invitation and identification of the participants to the seminar.

Date notarized: 10 August 2010

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

Project: Parental Involvement in Adolescent Health and Development

Implementing Unit: UP Population Institute, UP Diliman

Amount of the Project: PhP2,949,905.20

Particulars:

The University shall:

- a. Develop and submit a research proposal;
- b. Conduct a research, together with POPCOM, on the extent as well as context of parental involvement in the concerns of adolescents on sexuality, relationships, health and overall development among others, based on proposed methodology (e.g. Focused Group Discussion [FGD], survey, among others);
- c. Present the results of the research to POPCOM (through the Executive Committee [Execom] and the National Management Meeting (NMM), among others and through a Research Utilization (RU) workshop;
- d. Submit regular status reports as well as financial reports to POPCOM; and
- e. Submit and present the final research findings in hard and soft copies (CD) to POPCOM.

The POPCOM shall release to the University the amount of PhP2,949,905.20 inclusive of ten percent (10%) administrative overhead cost which is likewise to be paid to the University.

Date notarized: 31 August 2010

UP Manila

Memorandum of Understanding between University of the Philippines and the Woosong University (WU), South Korea

Project: Academic and Cultural Interchange through Mutual Assistance in the Areas of Education and Research

Implementing Unit: Office of the Vice Chancellor for Academic Affairs

Particulars:

- a. Assistance shall be carried out, subject to availability of funds and the approval of the Board of Trustees of Woosong University and of the Board of Regents of the University of the Philippines through such activities or programs like:
 1. exchange of faculty members;
 2. exchange of students;

3. joint research activities;
4. participation in seminars and academic meetings; and
5. special short-term academic programs.

Effectivity: The Agreement will remain in force for a period of 5-years subject to the availability of funds, and any amendment and/or modification of Agreement requires a written approval of the Board of Trustees of Woosong University and the Board of Regents.

Date notarized: 4 June 2010

Memorandum of Understanding between University of the Philippines through the College of Public Health, and the Ahmad Dahlan University, Yogyakarta, Indonesia

Project: Collaborations through Mutual Assistance in the Areas of Education and Research

Implementing Unit: College of Public Health, UP Manila through the Office of the Vice Chancellor for Academic Affairs

Particulars:

Assistance shall be carried out, subject to availability of funds and the approval of each institution through activities and programs such as:

- joint research activities;
- participation in seminars and meetings;
- exchange of academic materials;
- special short-term programs;
- exchange of students;
- activities deemed appropriate;
- facilitation of joint publication of books and inclusion of specialist works from other institution in its own journals; and
- linking of website.

Effectivity: This MOU will remain in force for a period of five (5) years subject to the availability of funds, and any amendment and/or modification of the MOU will require written approval of the chief administrative office of each contracting institution and shall be appended. After the initial five-year period, this MOU may be renewed automatically.

Date notarized: 10 June 2010



Memorandum of Agreement between University of the Philippines through the Philippine General Hospital, and the Kobe University School of Health Sciences (Kobe)

Project: Institutionalization of a Formidable Research Cervical Cancer Prevention and Control Through Educational Staff and Student Exchange Program and Joint Researches

Implementing Unit: Philippine General Hospital through the Office of the Vice Chancellor for Academic Affairs

Particulars:

- a. Joint Responsibilities of the Parties

UPM-PGH, through CECAP, and KOBE shall collectively discharge the following duties and responsibilities:

- a.1 Promote international understanding and enhance educational opportunities for their students and staff members;
- a.2 Agree on the number of exchange students on an annual basis. It is understood that a balance in number of exchange students will be sought over a two-year period:
 - Kobe University: at most five students/staff
 - University of the Philippines-Manila through CECAP: 3-4 junior consultants/staff
- a.3 Select exchange students in accordance with criteria and procedures established by the home institution:
 - Kobe University: selected for study at Faculty of Medicine
 - University of the Philippines-Manila through CECAP: must have completed at least 4 years of undergraduate study
 - Students must maintain a full-time student/staff status as defined by their respective home universities.

However, the host university holds the right of making final judgment on the admissibility of each student nominated.

- b. UPM-PGH

UPM-PGH shall discharge the following duties and responsibilities:

- b.1 Assure the quality of education campaign and research to be employed by all parties; and
- b.2 Appoint CECAP as the coordinating body and task force secretariat for the joint projects, such as Continuing Medical Education and research by all parties.

- c. CECAP

CECAP shall:

- c.1 Provide a record of the program received by each exchange student/staff;
- c.2 Assist in the procurement of VISA requirements of the exchange student/staff from the University of the Philippines and other tapped local Universities; and
- c.3 Provide direct supervision to the exchange student/staff from the University of the Philippines and other tapped local Universities.

- d. KOBE

KOBE shall:

- d.1 Provide information on the International Activity of Health (IAH) Course; and

- d.2 Provide funding for the exchange students through the IAH Course to cover for the following:
- Transportation (round trip)
 - Accommodation
 - Living expenses
 - Extension program with other departments. The IAH collaboration with the University starts with CECAP initiatives followed by reproductive health projects and later with other departments of the University.

Effectivity: This MOA shall take effect upon the signing by the Parties, through their authorized representatives and shall remain valid and effective for a period of two (2) years, unless sooner terminated by the parties for valid cause. This agreement may be renewed under the terms and conditions acceptable to the parties.

Date notarized: 12 March 2010

Memorandum of Understanding between University of the Philippines and the Philippine Council for Health Research & Development (PCHRD)

Project: High Throughput Simultaneous Detection of Waterborne Parasitosis from Environmental Samples Using Microarray Technology

Implementing Unit: Office of the Vice Chancellor for Research

Particulars:

Objective of the Project

To determine the public health utility of microarray technology in an individual and simultaneous detection of primary waterborne protozoan pathogenic to humans.

Operation of the Project

The project shall be undertaken by UP Manila, through IHG-NIH-UPM as the proponent.

PCHRD Assistance

- a. Allocate the amount of PhP3,003,220.00 chargeable against DOST-Grants-in-Aid Program Fund.
- b. Provide technical assistance relevant to the achievement of the project objectives.
- c. Provide other forms of assistance in coordination with other government agencies in matters requiring their attention or cooperation.

Obligations of UP Manila

- a. Submit to PCHRD technical progress and financial reports on schedule.
- b. Submit to PCHRD the technical report in publishable form and audited financial report within one (1) month after completion of the project.
- c. Report immediately and remit to PCHRD all derived from the project and unexpended balance at the end of the project year.
- d. Hire project personnel on contractual basis and co-terminus agreement.

- e. Ensure the continuity of the project by notifying PCHRD of instances such as where the project leader will be absent from his station for a period exceeding ten (10) consecutive working days.
- f. Provide appropriate assistance to PCHRD in pursuance of commercialization or transfer of Research Development results that are product-based.

Effectivity: The Agreement shall take effect upon its execution (January 5, 2010) and shall be in full force and effect until the completion of the project.

Date notarized: 5 January 2010

Memorandum of Agreement between the University of the Philippines Manila (UP-UPM) and the St. Augustine Sambali Fund, Inc. (SASFI)

Project: Partnership with Mr. Hiroshi Yoshida and Mr. Yasuro Irohira to extend assistance through scholarship for one (1) qualified scholar (CABLINAN, REGINA MAE P.)

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

Particulars:

The University, through the School of Health Sciences, shall:

- a. Provide formal education to potential professional health workers identified and duly endorsed by selected depressed and underserved communities;
- b. Monitor and assess the performance of the student regularly;
- c. Submit performance evaluation and/or progress reports on the student to the community and the SAMBALI; and
- d. Confer the title/degree upon successful completion of all academic requirements.

The SAMBALI shall:

- a. Provide financial assistance to one (1) qualified scholar;
- b. Assist in the monitoring of the performance of the scholar;
- c. Disburse directly to the scholar financial requirements;
- d. Remit to the University an amount equal to 10% of the Total Program Cost due to the University representing payment for Project Management Cost.

Effectivity: Effective on the day the Agreement is mutually signed by the parties and the project shall commence April 2010 of AY 2009-2010 until March 2010-2011.

Date signed: 24 June 2010

Memorandum of Agreement between the University of the Philippines Manila (UP-UPM) and the St. Augustine Sambali Fund, Inc. (SASFI)

Project: Partnership with Mr. and Mrs. Masao Saito to extend assistance through scholarship for poor but deserving students namely MICHAEL VILLABERT from San Jose, Antique and RESHEL ROSE G. GALBO from Jagna, Bohol

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

Particulars:*The University, through the School of Health Sciences, shall:*

- a. Provide formal education to potential professional health workers identified and duly endorsed by selected depressed and underserved communities;
- b. Monitor and assess the performance of the students regularly;
- c. Submit performance evaluation and/or progress reports on the students to their communities and the SAMBALI; and
- d. Confer the title/degree upon successful completion of all academic requirements.

The SAMBALI shall:

- a. Provide financial assistance to two (2) qualified scholars;
- b. Assist in the monitoring of the performance of the scholars;
- c. Disburse directly to the scholars financial requirements;
- d. Remit to the University an amount equal to 10% of the Total Program Cost due to the University representing payment for Project Management Cost.

Effectivity: Effective on the day the Agreement is mutually signed by the parties and the project shall commence April 2010 of AY 2009-2010 until March 2011 of AY 2010-2011

Date signed: 24 June 2010

Memorandum of Agreement between the University of the Philippines Manila (UP-UPM) and the St. Augustine Sambali Fund, Inc. (SASFI)

Project: Partnership with Mr. Toshio Iha and Mr. Tetsuro Irohira to extend assistance through scholarship for poor but deserving students namely RUTCHEL R. DOCENA and KRIZEL SINDO

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

Particulars:*The University, through the School of Health Sciences, shall:*

- a. Provide formal education to potential professional health workers identified and duly endorsed by selected depressed and underserved communities;
- b. Monitor and assess the performance of the students regularly;
- c. Submit performance evaluation and/or progress reports on the students to their communities and the SAMBALI; and
- d. Confer the title/degree upon successful completion of all academic requirements.

The SAMBALI shall:

- a. Provide financial assistance to two (2) qualified scholars;
- b. Assist in the monitoring of the performance of these scholars;
- c. Disburse directly to the scholars financial requirements;
- d. Remit to the University an amount equal to 10% of the Total Program Cost due to the University representing payment for Project Management Cost.

Effectivity: Effective on the day the Agreement is mutually signed by the parties and the project shall commence April 2010 of AY 2009-2010 until March 2010-2011 of AY 2010-2011

Date notarized: 24 June 2010

UP Mindanao

Joint Memorandum of Agreement between and amongst UP Mindanao and the following:

- Department of Environment and Natural Resources
- National Irrigation Administration
- Department of Agrarian Reform
- National Commission on Indigenous People
- Philippine National Police
- Provincial Local Unit of the Municipality of Veruela
- ACADEME
- Monobo Tribes of Veruela
- Cabunog Tribal Development Cooperative
- Sta. Emelia Farmers Multi-purpose Cooperative
- Sinobong Sampaguaita La Fortuna Magsaysay Poblacion Council of Irrigator's Association

Project: Conservation of the Baobo Watershed at Veruela, Agusan Del Sur

(Baobo [Veruela] Watershed Management Sub-project is of the of the non-core watershed projects under the Environmental and Social Measures Component of Southern Philippines Irrigation Sector Project (SPISP) implemented by the Department of Environment & Natural Resources in coordination with the National Irrigation Administration as the lead implementing agency with funding assistance from the Asian Development Bank [ADB]).

Particulars:

In the interest of sustainable watershed management, the following stakeholders shall have the following tasks and responsibilities:

The Department of Environment & Natural Resources (DENR) shall:

- a. Turn-over the Site Project Management Office/Central Nursery located at Sinobong, Veruela, Agusan del Sur to the Stewards and Barangay LGU of Sinobong, Veruela, Agusan del Sur;
- b. Turn-over one (1) satellite nursery to the Sta. Emelia Farmers Multi-purpose Cooperative (SFMULCO);
- c. Continue to provide technical and other forms of assistance, including technical papers and information materials to the Local Government Unit of Veruela and stewards in the effective implementation of the sustainable development and management of the environment and natural resources;
- d. Facilitate the attainment of the stewards plans to develop and manage forestlands and resources;
- e. Provide maps that may be used by the local government units in their sustainable forest management plans and activities;
- f. Keep the local government units informed of developments or changes in forest policies, programs and projects to ensure consistency of understanding of sustainable forest management through providing the LGU's copies of pertinent orders, memoranda, maps, and other issuances concerning sustainable forest management;
- g. Take an active role as member in the Baobo Watershed Management Council (BWMC); and
- h. Include the Baobo Watershed among the priority programs for its forest protection and rehabilitation agenda and will provide funds for the implementation of the plans and programs as approved by the Baobo Watershed Management Council (BWMC) in accordance to the watershed management plan.

The National Irrigation Administration (NIA) shall:

- a. Ensure that all equipment and tools for the purpose are properly turned-over to the Department of Environment and Natural Resources (DENR);
- b. Coordinate with DENR and LGU in the monitoring of water quality and quantity in relation to watershed development interventions towards sustainability of irrigation water;
- c. Advocate the irrigator's members to assist and take active participation in the implementation of watershed development activities by the LGU and steward;
- d. Extend technical assistance to stewards as the need arises;
- e. Assist the stewards in sourcing out livelihood that will sustain the economic activity of the watershed occupants; and
- f. Participate actively in the council activities being a regular member of the council.

The Department of Agrarian Reform (DAR) shall:

Ensure that all agricultural lands within the watershed area will be protected against illegal conversion. Furthermore, all irrigable lands, lands with firm funding commitment for irrigation project and lands where water is available for irrigation shall not be negotiable for conversion per Administrative Order No. 20 series of 1992 issued by the Office of the President of the Philippines.

The National Commission on Indigenous People (NCIP) shall:

- a. Recognize, protect and promote the rights of indigenous cultural communities/indigenous people (ICC's/IP's) in accordance with RA 8371;
- b. Ensure that Free and Prior Informed Consent (FPIC) process shall strictly be followed in order to protect the customs, traditions, culture and practices of IP's/ICC's; and
- c. Participate actively in the council activities being a regular member of the council.

The Philippine National Police (PNP) shall:

- a. Assist the MENRO & DENR in the implementation of the laws against illegal logging and other similar activities in the protection of the interest of Baobo Watershed; and
- b. Participate actively in the council activities being a regular member of the council.

The Provincial Local Government Unit of Agusan del Sur (PLGU) shall:

- a. Approve necessary ordinances, rules and regulations consistent with the DENR policies in support of the watershed development and protection;
- b. Provide technical assistance to the stewards for the sustainable implementation of the plans and programs of Baobo Watershed;
- c. Provide assistance through linkaging with NGA's and NGO's for possible livelihood opportunity;
- d. Participate actively in the council activities being a regular member of the council.

The Local Government Unit of the Municipality of Veruela (MLGU) shall:

- a. Pass necessary ordinances, rules and regulations consistent with the DENR policies in support of the watershed development and protection;
- b. Encourage and promote the participation of the private sector and entrepreneurs in the protection, development, management and utilization related to forestry and agriculture, eco-tourism based endeavors;
- c. Provide assistance to the stewards in seeking technical and financial assistance from other sources particularly from other

national line agencies in continuing the implementation of the Baobo Watershed Management;

- d. Provide direct assistance to upland farmers and local communities in the program area in accessing capital and credit to forestland development and generation of alternative livelihood opportunities; and
- e. Allocate funding for the plans and programs of the BWMC through the MENRO for the continuing assistance in the implementation of the Baobo Watershed.

The UP Mindanao shall:

- a. Develop the area considering that almost 80% of the watershed area is within the UP Land Grant under Presidential Proclamation No. 1252 dated June 15, 1998 in consonance with ADSDPP;
- b. Assist and extend technical expertise to the stewards in relation to watershed development;
- c. Assist upland farmers in their forest-based livelihood project;
- d. Ensure that the stewards within the Baobo Watershed will not be dislodged or deprived of his priority rights over the area;
- e. Respect and accommodate stewards within the Baobo Watershed Project located inside the reservation for their long term security and stability;
- f. Participate actively in the council activities being a regular member of council; and
- g. Extend any affirmative action program to the community and DepEd.

The ACADEME shall:

- a. Promote and sustain the IEC related activities relative to the protection, development and management of Baobo Watershed to the populace through the schools; and
- b. Participate actively in the council activities being a regular member of the council.

The Manobo Tribe of Veruela & portion of Sta. Josefa, Agusan del Sur - CADT-089 shall:

- a. Implement the formulated Ancestral Domain Sustainable Development and Protection Plan (ADSDPP);
- b. Emphasize the preservation and conservation of the biodiversity particularly in the Baobo Watershed;
- c. Acknowledge and recognize the stewards who participated the implementation of Baobo Watershed Management Project; and
- d. Support the plans and programs of the project for the harmonious and peaceful co-existence with the communities in the watershed area in accordance with the ADSDPP.

The Sta. Emilia Farmers Multi-purpose Cooperative (SEFMULCO) and Cabunog Tribal Development Cooperative (CATRIDECO) shall:

- a. Ensure the continuity and maintain the activities undertaken such as nursery operation, establishment of HVA, NVS, SBS, Patrol Works, Monitoring and Evaluation as implemented in the plans and programs of Baobo Watershed Management Sub-project and to be submitted by the steward to the DENR provided such activities shall be inconsonance with ADSDPP;
- b. Continue establishing strong and viable linkages with government and non-government institutions for livelihood opportunities and sustainable management of the resources; and
- c. Actively participate as regular member of BWMC to share views regarding issues and problems in the area related to the existing livelihood and developmental activities in order to identify compatible and incompatible activities in relation to biodiversity conservation and sustainable development.

The Sinobong Sampaguita La Fortuna Magsaysay Poblacion Council of Irrigator's Association (SISALAMAPO) shall:

- a. Actively participate in all the endeavors, plans and programs of the project on a sustainable basis for the benefit of the next generations;
- b. Ensure the proper utilization of water supply and support the activities of the Baobo Watershed Management Sub-Project including the planting of trees within the premises of the dam and along the riverbank as well as in their respective areas and rehabilitate the active cultivated farm lots using the prescribed Baobo Watershed planting design when applicable; and
- c. Participate actively in the council activities being a regular member of the council.

The Baobo Watershed Management Council (BWMC) shall:

- a. Be responsible in the management and sustainability of the Baobo Watershed;
- b. Act as an oversight, policy-making body over the watershed area for further strengthening of the convergence of the stakeholders and crafting of specific policies and programs for project sustainability;
- c. Monitor the progress of the watershed area and the socio-economic status of the occupants;
- d. Approve guidelines, plans and programs for the development, management and protection of the watershed area including the rehabilitation of the affected ecosystem and degraded areas; and
- e. Formulate policies in the spirit of interagency, coordination, implementation and harmonization of activities to hasten the implementation of the programs in consonance with ADSDPP.

Effectivity: Effective on and after the date of its signing by the respective authorized signatories of both parties and shall remain in force until terminated by either party

Date notarized: 22 March 2010

OTHER MATTERS

Selecting the Next UP President

1. Presentation of Vision and Programs by Nominees to the Board and Interviews

8 November 2010 (Monday)
8:00 am - 4:00 pm
BOR Room

Things to Consider

- a. Order of Presentation
 - Alphabetical
 - Draw lots
- b. Time Allocation: 7 Hours/420 minutes
 - 15-20 minutes per nominee
 - 20-30 minutes per nominee

Board action: **The Board agreed to have the interview of nominees on November 18, 2010. Nominees will draw lots to determine the order of presentation. Each nominee will be given 30 minutes.**

2. Manner of Selecting the UP President

	1975 (Pres. Onofre D. Corpuz)	1981 (Pres. Edgardo J. Angara)	1987 (Pres. Jose V. Abueva)	1993 (Pres. Emil Q. Javier)	1999 (Pres. Francisco Nemenzo)	2004 (Pres. Emerlinda R. Roman)
MODE OF VOTING	Election was done by consensus	Election was done by consensus	Election was done by secret ballot*	Election was done by secret ballot and by a majority votes	Election was done by secret ballot and by a majority vote.	Election was done by secret ballot and by a majority vote.
Vote of Chair			The Chair had made it clear that she would not vote, except to break a tie	The Chair voted	The Chair voted (The Chair voted not simply to break a tie, but following the precedent set by the Board Chairman Armand Fabella who voted in the 1993 election of the U.P. President on the ground that because the Board is even numbered, there would never be a tie.)	The Chair voted.
Majority Vote			Since there were only nine (9) regents present, including the Chairman, it was decided that the majority vote should at least be five (5) votes and not just by a simple plurality. (The Board agreed that if necessary, balloting should continue until one candidate gets at least 5 votes).	Since there were twelve (12) regents present, majority vote was seven (7). Dr. Javier obtained on the first ballot the necessary majority.	Majority vote was determined by number of members who actually cast their votes, including the Chairman. Since there were twelve (12) regents present, majority vote was seven (7). Dr. Francisco Nemenzo obtained seven (7) votes on the first ballot and was thus declared duly elected President.	The Board agreed that one should get at least seven (7) votes to get elected. At the 1189th (Special) meeting of the BOR, no President was elected since after four (4) rounds of balloting there was still a deadlock, (6-6) between Ambassador Edgardo B. Espiritu and then Chancellor Emerlinda R. Roman. The Board met again for a special meeting on 22 November 2004, Dr. Emerlinda R. Roman was elected President of UP.

Board action: **Notation. The Board agreed to discuss in a subsequent meeting the manner of selecting the next UP President. Moreover, the Board agreed to hold a special meeting to elect the new UP President on 19 November 2010.**

Request of the Office of the Vice Chancellor for Academic Affairs, UP Manila to Purchase One (1) Utility Vehicle

This is a request to replace the Toyota Corolla XE Model 1996 vehicle which was condemned last year after having been utilized by UP Manila officials for 13 years.

The requested vehicle is described as follows:

Utility vehicle, engine 4 cylinder, 5 speed manual transmission, diesel engine, distributor type fuel injection system, dual airconditioning system, power steering wheel, single ion-dash CD player and tuner 4 speaker and power window, black color w/ tint

A vehicle is, needless to say, a necessity in the efficient discharge of functions of the UP Manila officials. The cost of vehicle will be chargeable against the reprogrammed funds of the University.

Board action: **APPROVAL.**

Report of the Special Bids and Awards Committee (SBAC) for the Lease of the UP Property located at Barangay Cupang, Muntinlupa City

The Board of Regents, in its 1251st meeting held on 23 November 2009, approved the Terms of Reference on the Pre-Qualification and Bidding for the lease of the UP property located at Barangay Cupang, Muntinlupa.

In this regard, President Roman issued Administrative Order (PERR 09-092) on 26 November 2009, creating the Special Bids and Awards Committee (SBAC) for the lease of the UP property located at Barangay Cupang, Muntinlupa, as follows:

- Dr. Arlene A. Samaniego, Vice President for Administration (Chair)
- Prof. Ariel S. Betan, Assistant Vice President for Administration (Vice-Chair)
- Prof. Ruperto P. Alonzo, Member
- Prof. Rafael A. Rodriguez, Member
- Representative of the Office of the Vice President for Legal Affairs (Atty. Clarissa Pacis-Trinidad)
- Representative of the Commission on Audit (Ms. Sophia Gemora)
- Prof. Armin B. Sarthou, Jr., Vice President for Development (Resource Person)
- The Committee has declared failure of public bidding and is requesting authority to negotiate with interested parties for the lease of UP property at Cupang, Muntinlupa.

Board action: **APPROVAL.**

Automated Guideway Transit (AGT) Prototype at the University of the Philippines Diliman Campus

A Memorandum of Agreement (MOA) between the University of the Philippines (UP) and the Department of Science and Technology (DOST) is being proposed for the construction of an Automated Guideway Transit (AGT) Prototype at the UP Diliman campus. Within the one-year term of the Agreement, DOST shall undertake an evaluation and assessment of the UP Diliman campus transport system; conduct the

necessary Research and Development (R&D) processes and activities; and design and construct a prototype Automated Guideway Transit (AGT), consisting of two (2) 60-passenger capacity coaches traversing a 2-kilometer (approx.) test track in an area within the UP Diliman campus to be designated by the University.

Under the Agreement, UP shall undertake the following:

- Extend its cooperation and share information on any Master Plan, Project Study already prepared by UP and make available to DOST 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;
- Provide technical assistance to DOST, particularly through the UP College of Engineering, UP College of Architecture, the National Center for Transportation Studies, and the National Institute of Geological Sciences, the extent of which shall be further defined by the parties within a reasonable period of time upon the signing of the Agreement. The specific nature and scope of said technical assistance may as necessary be covered by separate Memoranda of Agreement and/ or Contracts;
- Provide ingress and egress to DOST and its authorized representatives for purposes of performing its duties and responsibilities under the Agreement;
- Assist the DOST in securing the Environmental Compliance Certificate (ECC) and in conducting the Environmental Impact Assessment (EIA) Study and all other clearances required by the Department of Environment and Natural Resources (DENR) and other government agencies in connection with this project;
- Designate a suitable area in the UP Diliman campus as a project site for the setting up of the Automated Guideway Transit (AGT) prototype module consisting of two (2) 60-passenger capacity coaches over a 2-km track.
- Undertake the necessary community relations activities to ensure the smooth implementation of the project.

Under the Agreement, DOST shall:

- Formulate a framework plan and comprehensive activity schedule and timetable for the project, subject to approval by the University;
- Fund all requisite R&D activities including, but not limited to, resource assessments, architecture and engineering design, planning and feasibility studies and project proposal preparation;
- Harmonize the existing plans and programs of the University and the UP Diliman campus and develop and design the detailed engineering plan that will form the basis for project implementation; i.e. construction of the prototype Automated Guideway Transit (AGT), consisting of two (2) 60-passenger capacity coaches over a 2-km track designated by the University. Said plans and designs shall be subject to approval by the University.
- In case of positive determination by both parties of the viability of the prototyping project, DOST shall proceed with implementation subject to mutually acceptable terms, which as necessary may be covered under separate definitive agreement/s among the parties and in accordance with applicable laws and regulations.

The AGT Prototype Project is in line with the University's objective of promoting campus land uses and development standards consistent with its academic character; providing environments conducive to its main thrusts of teaching, research, and extension; as well as ensuring the efficient use of facilities, and the application and utilization of greener sources of energy. The project is likewise consistent with the mandate of DOST to provide central direction, leadership, and coordination of

scientific and technological efforts; to implement more active partnerships in technology development and utilization; to uphold science and technology culture; and to increase awareness and appreciation of the usefulness of science and technology in everyday life.

Advantages of Automated Guideway Transit (AGT) Systems:

- Require minimal space, both horizontally and vertically. Automated Guideway Transit (AGT) systems are commonly elevated.
- Automated Guideway Transit (AGT) track is less expensive to build than a comparable elevated conventional rail line of equal capacity.
- Minimal disruption of the visual landscape. Due to a smaller footprint they are seen as more attractive than conventional elevated rail lines and block only a minimal amount of sky.
- Grade separation means that it does not interfere with existing transport modes.
- They are quiet, as Automated Guideway Transit (AGT) vehicles are electrically powered and use rubber wheels on a guided track.
- Safe. Automated Guideway Transit (AGT) travel securely along their track. Grade separation also prevent accidents with surface traffic.
- Environment friendly since most are electrically powered.
- They cost less to construct and maintain, especially when compared to underground metro systems.

The prototype project will initially involve R&D, construction and technical evaluation of the AGT system over the 2-km test track.

Board action: APPROVAL.

N.B. Vice President Sarthou informed the Board that this project is an initiative of both the University and the Department of Science and Technology. It is actually a research and development project and the result would be an actual prototype monorail system. The First Phase is going to be the stretch from Philcoa to the Back of AS. It is an elevated monorail system.

Congressman Angara inquired on the time frame for the completion of the project and the cost.

Vice President Sarthou said that the target is to finish the research and the design component by the end of 2010 but he said it looks like that the target date is not realistic. The initial estimate of the DOST is something like Php250M. It appears now that this is going to be more expensive, something like Php500 M to Php600M. The actual cost is still under negotiation with the DOST.

Regent Taguiwalo requested the Vice President for Development to share to the UP community the plans and developments. The project she said is exciting but there is a need to look at the possibility of drivers of the Ikot, Katipunan and Philcoa route being dislocated. On the other hand she said the Automated Guideway Transit Prototype is environment friendly and efficient. The Faculty Regent also inquired on how much the fare would be.

Vice President Sarthou said that for the initial years of operation, DOST would subsidize the operations because they want to demonstrate the feasibility of this particular system. Furthermore, Vice President Sarthou said that the Transit is totally locally designed and locally constructed.

Regent Cabrera inquired until where the Second Phase would be.

Vice President Sarthou said that the Second Phase would probably be stretch of AS to Katipunan and probably towards the Asian Center.

Faculty Regent Taguiwalo's Recommendation to the Position to be Vacated by Regent Abraham F. Sarmiento as a Member of the Board of Regents

Hereunder is Faculty Regent Taguiwalo's letter addressed to Chair Licuanan and the members of the Board of Regents dated 24 August 2010. This was duly noted by the Board at its 1259th meeting held on 27 August 2010.

"Patricia Licuanan, Ph.D.

Chair

Board of Regents

Members, Board of Regents

University of the Philippines

Diliman, Quezon City

Dear Dr. Licuanan and Fellow Members of the UP Board of Regents:

Republic Act 9500 or the 2008 Charter of the University of the Philippines Section 12, (i) provides for the appointment of '(t)hree other Regents who have distinguished themselves in their professions or fields of specialization, to be appointed by the President of the Philippines, considering the recommendation of the Board. At least two (2) of these Regents should be alumni. All these Regents shall each serve for a term of two (2) years.'

The appointment of Former Justice Abraham Sarmiento as a member of the Board of Regents of the University of the Philippines is until September 29, 2010. Upon the suggestions of a number of UP constituents, I would like to recommend the following, all retired faculty members of the university, for the position to be vacated by Regent Sarmiento:

- *Bienvenido Lumbera, Ph.D., National Artist and UP Professor Emeritus*
- *Consuelo J. Paz, Ph.D., retired Dean, College of Social Sciences and Philosophy, UP Diliman*
- *Marita Reyes, M.D., retired faculty, College of Medicine, UP Manila, Former UPM Chancellor and Former UP Faculty Regent*

I am attaching their curriculum vitae.

Thank you.

*Truly yours,
(Sgd) Judy M. Taguiwalo
Faculty Regent"*

N.B. The Faculty Regent said that last 27 August 2010, she submitted names of Dr. Consuelo J. Paz, Marita V.T. Reyes and Dr. Bienvenido Lumbera for the position to be vacated by Regent Abraham Sarmiento for endorsement to Malacañang.

President Roman informed the Board that Malacañang asked for nominations last September 20 and she submitted the following names in addition to those recommended by the Faculty Regent: Dr. Magdalena Albaracin, Retired Chief Justice Reynato Puno, Dr. Victoria Jardiolin-Villa and Dr. Ernesto O. Domingo. The President also reiterated the names of the three sitting Regents: Regent Abraham F. Sarmiento, Regent Nelia T. Gonzalez and Regent Francis C. Chua.

The following are additional names from the UP Alumni Association: Dr. Federico Macaranas, Atty. Ancheta K. Tan and Dr. Napoleon T. Vergara.

Senator Angara nominated Atty. Alfonso R. Reyno, Jr.

The following names from the UPAA were also endorsed to Malacañang: Atty. Gladys S.J. Tiongco, Former Chancellor Ruben L. Villareal and Former Acting UPAA President and Former Alumni Regent Ponciano E. Rivera, Jr.

Regent Gonzalez aired her sentiments on the issue. She said that her term expired last March 4, 2010 and then she was recommended by the Board for reappointment. She got her appointment upon recommendation of the Board which would expire in March 2013. Then she came back and took her oath on 27 May 2010 during the 1255th meeting of the Board.

Chair Licuanan said that all these issues on appointment were brought about by Executive Order No. 2 of President Noynoy Aquino which covers midnight appointments. There is an opinion that the appointments of the three UP Regents (Regents Abraham F. Sarmiento, Nelia T. Gonzalez and Francis C. Chua) are covered by E.O. No. 2 and if this is correct then there would be three vacancies. The Chair added that Malacañang allows the institution to re-nominate since all the government offices are affected by EO 2. This is the reason why the President reiterated the appointments of Regents Chua, Gonzalez and Sarmiento.

President Roman informed the Board that the University got a copy of Executive Order No. 2 and the University inquired from Malacañang if the three UP Regents are covered by the said Executive Order. The Chief Presidential Legal Counsel said that it is not for them to answer and referred the inquiry to the PMS. To date there is no response yet from the PMS. This is the reason why the President decided to include the names of the three Regents in the list of nominees for possible re-appointment as members of the Board of Regents.

Regent Cabrera requested clarification about the appointments of Regents Chua, Gonzalez and Sarmiento. The term of Regent Sarmiento is really about to expire on September 30. If the President reiterates the appointments of Regents Chua and Gonzalez, this could be interpreted to mean that the University is saying that their appointments have also expired.

President Roman said that she had to reiterate the appointments of the three Regents because the University has not received any response to its query related to Executive Order No. 2.

Considering that the terms of the three (3) Regents have not yet expired, Regent Cabrera asked if the former's being recommended to Malacañang would mean that there are really vacancies in the Board.

Regent Gladys Tiongco said that there is a need to request PMS to release a categorical answer because there would be a problem in the voting of the next UP President.

Vice President Te explained to the Board that when he got hold of Executive Order No. 2, he immediately informed the President about it. By the terms of EO 2 the definition of midnight appointment was made in a very specific way which would tend to include the three UP Regents. It refers to Assistant Secretaries, Undersecretaries, and Non-Career Service Officers in the executive branch. He wrote to the Chief Presidential Legal Counsel to ask whether the three UP Regents whose appointments appear to fall under Section 2 are covered. The Chief Presidential Legal Counsel did not respond. Instead he directed Vice President Te to inquire from the Presidential Management Staff (PMS). Vice President Te wrote the PMS with the same letter, asking the same question.

In response to the query of Regent Cabrera, Vice President Te said that they have no idea what Malacañang would do as regards the issue of the three UP Regents. He said that the President included the names of the three Regents so that if and when Malacañang pronounce that the seats are vacant, their names are included in the list.

Vice President Te said that he followed up with PMS for any possible categorical opinion regarding the three UP Regents but there is really no opinion yet.

Chair Licuanan said that UP should pursue and get a definitive answer. She also asked Regent Gonzales not to feel uncomfortable.

Regent Gonzales said that she thinks positions covered by the Executive Order No. 2 are positions with remunerations. The Regents do not get any single centavo. She pointed out that she served in the Board of Regents several times already. This, she does for the love of UP, her Alma Mater.

Proposed Logo of UP Visayas

The full version of the UPV logo visually expresses UPV as a constituent unit of the UP System that was established in 1979 with a mandate as the National Center for Fisheries and Marine Sciences.

The ratio of the diameter of the two circles is 18 units (outer circle): 12.5 units (inner circle).

The UPV logo has the following elements in its design, all of which are in a circle.

1. The Oblation, which visually expresses UPV as a constituent unit of the UP System.
2. Three fishes jumping out of the water, which visually express the following:
 - UPV's mandate as the National Center for Fisheries and Marine Sciences
 - UPV has campuses in three regions: 6, 7 and 8
 - UPV's tripartite function: instruction, research and extension
3. Water/waves, which visually express dynamism and powerful forces for change within UPV.
4. The whole name of UP Visayas and the year it was founded.

The fishes (in generic design) are in inverted V-position behind the Oblation to signify UPV's strong support to the UP System and the three campuses working together for a common direction and goal. That is, each campus is a significant part of One UPV. They are jumping out of the water to signify action and dynamism towards the fulfilment of the core values of excellence, integrity, nationalism and human dignity. The Oblation and the fishes face the East to signify hope, brightness and confidence in the years to come.

Board action: APPROVAL.

Request of the PharmaSeas Drug Discovery Program of UP Diliman College of Science Authority for the Direct Purchase of High Resolution FT-NMR from Varian Technology, Inc. in the Amount of Php61,087,575.00

As a background, the PharmaSeas Drug Discovery Program was funded by the Department of Science and Technology sometime in 2007 to the amount of almost Php200 Million. Php60 Million of this grant was supposed to purchase an NMR machine. There is only one existing NMR machine in the country servicing the many needs of researchers in natural products chemistry and drug discovery. It was purchased through a grant from the DOST under the Chemistry PhD Consortium more than fifteen years ago and is based at the Ateneo de Manila University. Because of over 15 years of usage, the machine often breaks down. This further aggravates the problem of heavy usage thus the waiting time for samples to be analyzed is about six months. Realizing the importance of an NMR machine in the drug discovery program of the government, the DOST approved the request of UP to purchase a new NMR machine.

The Board's approval for direct purchase of this very important laboratory equipment will be most appreciated. In foreign laboratories, the level of the sophistication of the laboratory for natural products research is based on the number and the capability (based on the MHz of the magnet) of NMR machines that a laboratory has. UP has none at the moment. All UP natural products and drug discovery researchers are looking forward to having this machine in UP. The NMR Committee of the College of Science, under scrutiny of the Director of the Institute of Chemistry and the Dean of the College of Science, assures that the choice of Varian over the two other suppliers is above board.

Board action: WITHDRAWN.

Concerns of Faculty Regent Taguiwalo

1. Tenure of Prof. Sarah Raymundo

Regent Taguiwalo presented to the Board her draft reply to the Department of Sociology. The Board at its 1258th Meeting held on 29 July 2010 tasked the Faculty Regent to respond to the following issues and concerns raised by the Department of Sociology: departmental autonomy, absence of recommendation from an academic unit and on the fairness of the Board.

Hereunder is the draft reply of Faculty Regent Taguiwalo to the Department of Sociology:

Response to the Department of Sociology Inquiries on the BOR Decision Granting Prof. Sarah Raymundo Tenure
Judy M. Taguiwalo
September 24, 2010

This is the response to the July 26, 2010 letter of the Department of Sociology to the Board of Regents raising a number of questions on the BOR decision granting tenure to Prof. Sarah Raymundo.

At the outset, it must be noted that almost four months after the May 27, 2010 BOR decision granting the appeal of Prof. Raymundo for tenure, the decision has not been implemented and Prof. Raymundo remains without a teaching position, without any salary.

On Departmental Autonomy

First was the request to clarify "the meaning of the Board's action reaffirming its authority over tenure cases." The present majority's opinion in the Department is that they are always in the "best position to know the disciplinary requirements for tenure" intimating the idea that the Board has overextended its powers by deciding in favor of Prof. Raymundo's tenure appeal.

The principle of departmental autonomy is indeed an important feature of the University. In deciding on the case, the Board, however, acting with the best interests of the University in mind, had to consider other important principles and weigh them vis-à-vis the autonomy of departments. In my motion presented before the Board on January 29, 2010 on Prof. Raymundo's case, these issues were and became the primary basis for the May 27, 2010 decision.

The principles of academic freedom and fairness in the tenure process have to be considered against the autonomy of academic units. I presented the following discussion:

According to the document "Shaping Our Institutional Future: A Statement on Faculty Tenure, Rank and Promotion" (OVPA, 2004), there are two rights at stake in considering appeals regarding the non-award of tenure, to wit, "the right of tenured colleagues to make a qualitative judgment on the candidate's performance and record and the right of temporary faculty to expect fairness, both in the process by which the tenure decision is reached and in the substance of that decision. The appeal procedure should take into account both these rights." The same document states that the consideration of tenure should be made "solely on academic grounds" and that the use of any other criteria may lead to a "violation of academic freedom" (I.F.4.a).

The UP Diliman University Council in December 15, 2008 upheld the right of all untenured faculty to be informed upon employment of the criteria for their evaluation and to be evaluated on the basis of these criteria. The UPD UC also spelled out the elements of transparency in the tenure process.

Based on this, majority of the members of the Board has adopted the following motion:

Declare as a matter of policy that the absence of any reason to deny tenure from a temporary faculty who has otherwise met the declared requirements for tenure is not an acceptable exercise of departmental autonomy that should be uncritically respected.

Departmental autonomy is never absolute. If it were, the various offices of the University of the Philippines should not have entertained any appeal. The fact that the appeal process for tenure issues (Department, College, Chancellor, President, BOR) may need to be reviewed and spelled out does not remove the authority of the BOR to decide on appeals of faculty members who have exhausted all channels at the CU and system levels.

On the absence of recommendation from an academic unit

The Department also raises the issue that the Board's decision in favor of Prof. Raymundo's appeal was the first instance when the Board granted tenure "without a positive recommendation from academic bodies." In the same January 29, 2010 motion, I cite Lorraine Carlos Salazar as a precedent. I refer to the Board's intervention in favor of Salazar's appeal for tenure on the basis of her academic credentials over other considerations. The Board's January 27, 2005 decision was cited as follows:

The Board was not satisfied with the department's argument that the best, though, implicit, measure of collegiality is the confidence vote of two-thirds of the tenured faculty. Since the basis of the vote is not explained in the letter, the Board could only conclude that collegiality outweighed academic credentials. The Board maintained that academic credentials should not be ignored.

The Lorraine Salazar case provides a recent example of the Board taking an active role when academic units fail to solely abide by academic criteria in deciding on tenure issues. The argument that in the Lorraine Salazar's case the University President recommended her for tenure while in Sarah Raymundo's case the UP President did not cannot be used to nullify the 2005 Board's decision that "academic credentials should not be ignored".

Furthermore, it is the appreciation of the Board based on the facts of the case that Prof. Raymundo has fulfilled all the academic requirements for tenure as defined in the faculty manual. It is also the understanding of the Board that the Department initially recommended Prof. Raymundo for tenure on April 2008 only to take it back on November 2008 over undisclosed reasons. While departments can indeed impose more stringent requirements for tenure, these impositions must be transparent and fair, and made "solely on academic grounds."

Up to this date, the basis for not granting tenure to Prof. Raymundo has not been formally explained by the Department of Sociology. But if we are to go by the revelation of Prof. Laura Samson in the July 2010 UP Diliman University Council meeting, the reason for denying tenure has always been political not academic. Prof. Samson has claimed that Prof. Raymundo could not be trusted for having her name entangled in three cases of students missing from the university. These allegations as bases for denial of tenure have never been put in writing in the various decisions denying Prof. Sarah Raymundo's tenure. The University cannot condone the use of unofficial and unproven allegations to deny tenure to a faculty member who has fulfilled the requirements for tenure. Thus, the main basis for the motion to grant the appeal of Prof. Raymundo was adopted by the majority of the Board's members.

Given the lack of any substantive reason declared to deny tenure in this case from the original process as well as from the appeals process and given that Prof. Raymundo met the requirements for tenure, grant the appeal for tenure of Prof. Raymundo.

This power to grant tenure on appeal cases has been reiterated by the Board on its July 14, 2010 meeting with specific instructions to the UP President to implement the granting of tenure to Prof. Raymundo.

On the fairness of the BOR

The Department of Sociology also takes issue over the perceived lack of impartiality of some of the members of the Board with regard to the appeal of Prof. Raymundo. Majority of the Board Members merely acted on the appeal of Prof. Raymundo based on their appreciation of the merits of the case taking into consideration the principles of academic freedom and fairness in their decision-making. The Department need not feel aggrieved especially since Prof. Raymundo had been the appellant and the aggrieved party for the past two years.

The Department of Sociology raises doubts on the integrity of the BOR decision by pointing out that the Staff Regent and the Faculty Regent signed an online petition for the tenure of Prof. Sarah Raymundo. Let it be known that the petition addressed to the Chancellor rightfully argues on just grounds why Prof. Raymundo should be granted tenure. The Offices of the Chancellor and the President denied Prof. Raymundo's appeal for tenure without challenging any of the qualifications she claims to deserve tenure. In fact, both decisions were made in the spirit of upholding the Department of Sociology's autonomy as an academic unit. These decisions though dispensed by the Offices of the Chancellor and the President were subjected to further appeal by Prof. Raymundo as the Charter of the University of the Philippines provides her the right to appeal these decisions to the highest decision-making body, the BOR.

The BOR is separate and distinct from the individual personalities of its members. Being a collegiate body, the BOR cannot allow an individual's position to dominate its ruling. When the Department of Sociology questions the Faculty and Staff Regents signing the online petition in support of Prof. Raymundo's tenure and our actual voting for the same in our capacity as members of the BOR, what is actually being suggested is that the BOR ruling on Prof. Raymundo tenure was manipulated by myself and the Staff Regent, which is a serious accusation that cannot stand based on mere conjecture.

Furthermore, the BOR does not have a rule on automatic inhibition therefore the matter of inhibiting oneself is a matter that lies solely on the discretion of the party concerned or may be deliberated upon if raised by other members of the Board. And this is precisely why demanding President Roman to inhibit herself from voting on May 27, 2010 was not proposed even when the subject of the voting was her very own decision against Prof. Raymundo's tenure appeal.

This is not the only case when a member of the BOR voted on issues where he/she has indicated a position. Many of the Student Regents have publicly opposed the proposals for tuition increases and/or laboratory fees' imposition. Such a position has never been used to deny the Student Regent the right to participate and to vote on the matter when it was taken up in the BOR.

What the Department of Sociology needs to explain is how it cannot be faulted for insubordination for its continual refusal to implement the decision of the BOR on the grant of tenure for Sarah Raymundo. The BOR as the highest governing body of the university is mandated to hear out appeals cases and to decide after the appellant has exhausted all channels of relief within the University.

Let me reiterate that the decision to grant the appeal of Prof. Sarah Raymundo for tenure made on May 27, 2010 and reiterated by the BOR

in its June, 2010 meeting was solely based on academic grounds. Prof. Sarah Raymundo has fulfilled the academic requirements for tenure laid down by the University and the majority of the BOR voted on this basis.

The Faculty Regent informed the Board that at the same time that the majority of the faculty of the Department of Sociology sent a letter to the Board, there was also another letter from two faculty members of the same Department but the Board never got a copy of this letter. She said that she is furnishing the Board with copies of this letter because the latter presents a position different from the position of the majority

Chair Licuanan said that the Board at its last meeting was left with an impasse. The Department of Sociology has asserted its academic right over decisions of tenure. It has not implemented the decision of the Board granting tenure to Prof. Raymundo. The Board now needs wisdom on how to move forward.

Regent Taguiwalo said that she was tasked to draft the response to the letter of the faculty of the Department of Sociology. The main question that was raised according to the Faculty Regent is what authority has the Board of Regents to decide on tenure which did not emanate from the Department. The response, she said, is that the faculty merely followed the appeals process as done in the University. So, when tenure was denied at the department level, the college level, the appeal went through the process up to the level of the President. When the latter denied the appeal it went up to the Board of Regents. The Board decided based on existing policies. Never was there a question about the right of a faculty who was denied tenure to appeal such denial up to the level of the Board. This was raised only after the facts. The Board voted on the appeal and when the decision was in favor of the faculty, the question of departmental autonomy was raised. If the question of departmental autonomy was crucial to the issue, at the level of the Chancellor, it should have been raised already. It was not also raised at the level of the President. The decision of the Board on the case of Prof. Raymundo was not arbitrary. Prof. Raymundo has fulfilled all the academic requirements for the grant of tenure. Regent Taguiwalo now asks what recourse does a faculty have, who has met all the academic requirements but who is denied tenure without any explanation at all. For the Chancellor, the reason was that her qualification was not high enough. For the President, the faculty of the Department should vote again. The very unit which was the very cause of the appeal of the faculty was made just to reiterate its decision.

President Roman suggested that those who voted for the tenure of Sarah Raymundo look into the matter again.

Regent Taguiwalo recalled that the Board by a vote of 5 in favor, 2 against and 1 abstention granted the appeal for tenure of Prof. Sarah Raymundo.

President Roman said that the vote of 5 is not 50% plus 1.

Regent Taguiwalo pointed out that the Board never said that it was going to be 50% plus 1. She then asked what would be the option.

Chairman Licuanan said that the number of votes is not an issue. Her concern is how the Board could move forward.

Regent Taguiwalo cited the case of Prof. Shirley Evidente, a faculty member of the Department of Broadcasting, College of Mass Communication. Prof. Evidente met all the requirements for tenure but her Department would not recommend her tenure. Prof. Evidente appealed to various units of the College and she was given an option to enter a different Department within the College of Mass Communication. Prof. Evidente accepted the decision and went through a one year process and would eventually be considered for tenure.

Chair Licuanan said that the situation of Prof. Evidente could be an option for Prof. Raymundo.

The President said Prof. Raymundo can look for another Department that would accept her, as what Prof. Evidente did and what Prof. Lorraine Salazar tried to explore. It is really for Prof. Raymundo to decide, according to the President, to what Department she would apply and it is up to that Department to decide if they want to accept her.

In summary, Chair Licuanan said that there are two possible options: (1) Another related Department could take in Prof. Sarah Raymundo if the Department of Sociology is really adamant in giving her tenure; and (2) If the Department of Sociology would reconsider and give Prof. Raymundo another one year probation. But the question is who is going to broker for these options. The Chair asked the President if it is possible for her talk to the Dean of the College where Prof. Sarah Raymundo belongs to check if another Department could take her in or possibly the Department of Sociology again.

President Roman inquired from Faculty Regent Taguiwalo if there is something that Prof. Raymundo is willing to do.

Regent Taguiwalo said that she has not talked with Prof. Raymundo since this is the first time that these options were presented. She asked if the President is open to seeking other avenues to allow Prof. Raymundo to stay in the University as a faculty member.

President Roman in response to the query of the Faculty Regent said Professor Raymundo has the option to go to another department. She can consider another department where she would be more comfortable. There should be no reason to stop her from applying in another Department.

Regent Taguiwalo said that what is being done is a compromise but it is not all up to Prof. Raymundo. The Board's decision is to grant tenure to Prof. Raymundo, thus, the Administration should be the one helping process a resolution that will, in effect, uphold a portion of the decision granting her tenure but also allowing the Department of Sociology a graceful exit. It should not be left to Prof. Raymundo because Prof. Raymundo is the aggrieved party, according to the Faculty Regent.

Chair Licuanan agreed with the Faculty Regent and said that that is the reason why she is requesting the President to look for a compromise solution so the Board will not go against the academic community. The Chair suggested that maybe the President could broker for the welfare of the institution rather than leaving the matter entirely to Prof. Raymundo.

President Roman clarified what is expected of her in brokering: should she look for a Department for Prof. Raymundo or would she tell the Department of Sociology to accept Prof. Raymundo.

The Chair remarked that the President should not do that. Furthermore, the Chair added that ordering is different from brokering. Essentially, she said that if she were in the situation, she would talk to the Department of Sociology and inquire from them if the one year probation is still an option. Then she would talk to the Dean of the College of Social Sciences and Philosophy to see whether there is a possibility that Prof. Raymundo could be accepted in the other departments, and lastly, she would talk to Prof. Raymundo and ask her what would be the best compromise for her given the two options.

President Roman informed the Board that she would not have a problem doing what is requested of her. But she said that the Chancellor should be involved since she is two arms length from the Dean. The President would call on the Chancellor for them to invite Prof. Raymundo, and hopefully move on from there.

2. Tenure of Prof. Roberto Basadre of UP Visayas Cebu College

Faculty Regent Taguiwalo presented to the Board the tenure of Prof. Roberto Basadre, Professional Education Division, UP Visayas Cebu College with load assignments in Master of Education and High School programs. She said that Professor Basadre has fulfilled all the requirements for tenure. He has been endorsed by the Division and the College but the Dean did not approve the recommendation. The Faculty Regent requests that the Chancellor be asked to explain the divergence from the existing policy. It is so unfair to the faculty, Regent Taguiwalo said, to be denied of tenure despite the fulfilment of all the requirements.

In a letter dated 28 September of Dean Enrique Avila to Chancellor Minda J. Formacion, the following were cited as reasons for the non-endorsement of the tenure of Prof. Basadre:

1. Although circumstances may allow for the recommendation, the university's policy on tenure as embodied in *Shaping Our Institutional Future: A Statement of Faculty Tenure, Rank, and Promotion* (OVPAA, 2004), allows that recommendations are studied carefully since "decisions...are crucial in determining the nature and form of the department and the College as a whole and, indeed, the very future of the University." (p.1)
2. Records show that a large proportion of the recommendee's load has been in the High School, although he has indeed been given graduate courses in the past as well.
3. As to the thrusts of the college, the future of the MEd and High School programs remains to be ascertained.

President Roman said that the Faculty Regent is correct in saying that it was the Dean who did not endorse the tenure. UP Visayas recommended that Professor Basadre be given one more year and recommended for him a temporary waiver of the tenure rule. In other words, he is not being denied tenure. He is just being asked to wait and retool. Prof. Basadre himself agrees that he is willing to be retooled.

President Roman explained to the Board that what UP Visayas Cebu College wants once they get the approval for their autonomy is for their faculty to be able to teach in both the high school and the College. Now that the Board has approved UP Cebu's autonomy the Dean of the College could be asked again to evaluate the papers of Prof. Basadre.

Faculty Regent Taguiwalo inquired what the parameters in the granting of tenure are.

In response to the query of the Faculty Regent, President Roman said that in her opinion tenure rules prescribe the minimum requirements. There is no rule, there is no policy of the Board that gives tenure automatically. It still goes through a process of evaluation. President Roman cited the case of Dr. Arcilla from the College of Science who is so much qualified to be tenured but he is not complaining.

Chair Licuanan clarified from Regent Taguiwalo if she is requesting for a review of the case of tenure of Professor Basadre.

The Faculty Regent responded in the affirmative.

The President said that she would request the Dean and the Chancellor to look into the matter and evaluate the case of Professor Basadre again.

3. COA Report on 2007 Investiture Expenses of Chancellor Gilda C. Rivero

Faculty Regent Taguiwalo shared with the Board a facsimile Report of the Commission on Audit on the 2007 Investiture Expenses of Chancellor Gilda C. Rivero.

Student Regent Co explained to the new members of the Board that there was an over expenditure during the Investiture in the amount of Php269,000.00.

Faculty Regent Taguiwalo said that there is a letter from the students and the two (2) Unions asking the Board of Regents what action it is going to take vis-à-vis the situation. Copies of the letters were given to the Board.

Chair Licuanan asked if COA has gone over the expenditures.

President Roman said that COA has disallowed the excess expenditures. The President said that the Board needs time to go over the papers since there is no official report yet from the COA.

The Faculty Regent pointed out that the Auditor of COA Region XI, in his Report, recommends that the UP Mindanao Chancellor be admonished to prioritize the allocation of its funds on UP Mindanao’s mandated purposes.

Chair Licuanan requested the President to look into the matter.

The Best Film Schools in the World

President Roman shared with the Board the good news about the UP Film Institute. The Hollywood Reporter, a leading film trade publication based in Los Angeles recently came out with the list of the top film schools in the world which include the UP Film Institute. The latter now joins other world renowned institutions like La Femis (France), the National Film and Television School (U.K.) and New York University, Tisch School of the Arts Asia (Singapore), etc. The other honoree from the Philippines is the International Academy of Film and Television, located at Big Foot Studios, a professional studio on the tropical resort island of Cebu, giving students access to the state-of-the-art equipment and facilities.

Regent J.E. Angara asked how UP could help promote Philippine films, maybe as an extension of the recognition of the UP Film Institute.

Regent E. J. Angara informed the Board that during the budget hearing for the cultural institutions, they just found out that there is no single depository of Philippine films. This is a pity according to the Senator since those old films are indeed valuable assets.

Chair Licuanan pointed out that this should be UP’s role as well.

Regent E. J. Angara said that the UP Film Institute could be the ultimate film archive.

President Roman promised to take up this concern with the UP Film Institute. Regent E. J. Angara said that the UP Law Center can draft the legislation that would give the necessary mandate to the UPFI that it becomes the repository of Philippine films.

Regent J. E. Angara suggested that this good news be disseminated.

The President informed the Board that this good news has been uploaded in the UP website and will be featured in the UP Newsletter. Moreover, this would also be circulated in the national dailies.

Regent Cabrera suggested that the University study the possibility of granting monetary award to those that bring honor to the University. To this, the President agreed. The monetary award, President Roman said need not be given to the individuals but could be given to the unit so that they could purchase equipment.

MATTERS NOTED

Assumption to Office of Atty. GLADYS S.J. TIONGCO as Acting President of the UP Alumni Association (UPAA)

Hereunder is portion of the letter dated 9 September 2010 of Regent Pascual:

“Please be informed that my leave of absence as President of the U.P. Alumni Association, and consequently as Alumni Regent, was formalized at the first meeting of the UPAA Management Committee held yesterday. This leave will be in effect until the process of electing the next UP President is concluded.

By operation of the UPAA Constitution, the First Vice President, Atty. Gladys S.J. Tiongco, has taken over as Acting President effective immediately. Atty. Tiongco will perform all the duties of the UPAA President in my absence, including representing the Association as Alumni Regent on the UP Board of Regents.

Thank you for your continuing support.”

N.B. The Board congratulated Regent Gladys SJ Tiongco. She is the first woman UPAA President.

Revised UP Diliman Academic Calendar 2010-2011

At its 178th meeting held on 25 August 2010, the UPD Executive Committee (EC) endorsed that the University Commencement Exercises be moved from April 24, 2011 (Easter Sunday) to April 17, 2011 (Palm Sunday). Moving the date of graduation earlier than the Holy Week will allow the various Colleges to schedule their Recognition Rites within the week immediately preceding the University graduation, as traditionally practiced.

The following revisions are also requested:

	From	To
Deadline for the submission of the college-approved list of candidates for graduation	Apr 12, Tue	Apr 8, Fri
University Council meeting to recommend for BOR approval the list of candidates for graduation	Apr 18, Mon	Apr 11, Mon
Deadline for submitting grades Graduating students Other students	Apr 11, Mon Apr 15, Fri	Apr 5, Tue Apr 12, Tue
Commencement Exercises	Apr 24, Sun	Apr 17, Sun

The President approved the above by virtue of the authority granted her by the Board of Regents.



Donations to the UP Foundation, Inc.

Donor	Amount	Purpose/Beneficiary
Violeta L. Radwill	USD\$10,000	Violeta L. Radwill Assistance Program
UPAA New Jersey Chapter, Inc.	USD\$1,000	Additional donation for the UPAA-New Jersey UP Centennial Faculty Grant, UP Diliman
Mr. Thomas P. McGuinness Ms. Amor I. McGuinness and Ms. Mary Louise McGuinness	USD\$1,000	UPAA-New Jersey UP Centennial Faculty Grant, UP Diliman
United Laboratories, Inc.	Php5,000,000	Renovation and refurbishing of two of its laboratory rooms to be named as the "Jose Y. Campos Quality Laboratory" and the establishment of Jose Y. Campos Endowment Fund for the College of Pharmacy
Philodrill Corporation	Php100,000	Palawan Island Palaeohistoric Project
Petroenergy Resources Corporation	Php50,000	Palawan Island Palaeohistoric Project
Robinsons Handyman, Inc.	Php1,000,000	UP Men's Basketball Team
Pi Gamma Mu, Alpha Chapter	Php631,283	Additional donation for the Pi Gamma Mu Professorial Chair at the College of Social Sciences and Philosophy, UP Diliman
The Family of the Late Regalado San Luis Jose	Php160,000	"Regalado Jose Piano Grant" at the College of Music, UP Diliman
Manila North Tollways Corporation	Php10,000	UP Law Centennial Fund

CONTRACTS/AGREEMENTS**UP Diliman**

Amended Memorandum of Agreement for the UP Centennial Dormitory Project between the University of the Philippines and the Philippine Investment-Management, Inc. (PHINMA), Union Galvasteel Corporation (UGC), and UP Engineering and Research Development Foundation, Inc. (UPERDFI)

Particulars:

- a. Article 1 (m) of the MOA defined the term "SECOND PARTY" to mean "the Philippine Investment-Management (PHINMA), Inc. ("PHINMA"), or its affiliate or subsidiary expressly designated in writing by PHINMA to be the SECOND PARTY,"
- b. For and in consideration of the foregoing premises and the mutual covenants set forth herein, the Parties to the original Agreement and UGC hereby agree, as follows: (1) To admit, include, and involve UGC a Party to the MOA; (2) To amend Article 1 (m) of the MOA to hereafter read, as follows:
 1. To admit, include, and involve UGC as a Party to the MOA; and
 2. To amend article 1(m) of the MOA to hereafter read as follows:

"SECOND PARTY" shall mean the Philippine Investment-Management (PHINMA), Inc. ("PHINMA"), or Union Galvasteel Corporation (UGC).

Date notarized: 19 June 2010

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

Project: Proposed Rehabilitation of University Marker, UP Diliman

Amount of Contract: PhP331,532.82

Mode of Procurement: Public bidding in accordance with RA 9184 and its implementing rules and regulations

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:

- a. For and in consideration of the performance and accomplishment of the Works and the correction of any defects therein, the University shall pay the Contractor the total amount of PhP331,532.82 subject to pertinent laws on government contracts and auditing procedures. The said Contract Price is inclusive of all duties, taxes, licenses, premiums, fees and charges which may accrue by virtue of the Works, such as but not limited to permit and registration fees, municipal and personal property taxes, fees for storage or consumption, employment taxes, payments and contributions imposed by law, and insurance;
- b. The relationship of the University to the Contractor is that of an independent contractor. Nothing in the Agreement shall be construed as creating an employer-employee relationship between the University and the Contractor, its sub-contractors, employees, agents, or workers.
- c. The Contractor shall indemnify, hold free and harmless, and defend at its own expense the University and its officials, agents, employees, or workers, from and against all suits, claims, demands, and liabilities of any nature or kind, including costs and expenses associated therewith, arising out of acts or omissions of the Contractor, its employees, workers, or sub-contractors in the performance of any activity in connection with the WORKS, including those that may be initiated by its employees, workers, agents, sub-contractors, or by any other entity or person against the University by reason of or in connection with the WORKS;
- d. The Agreement and the Contract Documents mentioned in the Agreement shall be interpreted in a manner as to render harmony to ensure the full and satisfactory completion of the WORKS. In case of doubt or conflict between and among any items or provisions of the Contract Documents, and/or between and among any of the Contract Documents and the Agreement, the Contractor shall refer the same in writing to the University for clarification and guidance. The clarification or determination made by the University shall be binding and conclusive upon the Parties;

- e. The Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines and the Parties thereby submit to the exclusive jurisdiction of the competent Courts of Quezon City, Provided, that prior to any resort to the filing of an action in court or any quasi-judicial body, the parties shall endeavor to amicably settle any dispute according to the provisions of Republic Act No. 9285 otherwise known as the "Alternative Dispute Resolution Act of 2004", Provided further, that disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be referred thereto in accordance with Executive Order No. 1008, otherwise known as the "Construction Industry Arbitration Law"; and
- f. Should any provision of the Agreement be declared illegal, invalid or unconstitutional by the court of law, the rest of the other provisions not affected thereby shall remain valid, subsisting and binding.

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: 30 Calendar Days as specified in the Notice to Proceed issued by the University

Date Notarized: 18 August 2010

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

Project: Proposed National Institute of Physics Frontage Landscape Development, National Science Complex

Amount of Contract: PhP3,151,955.03

Mode of Procurement: Public bidding in accordance with RA 9184 and its implementing rules and regulations

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:

- a. For and in consideration of the performance and accomplishment of the Works and the correction of any defects therein, the University shall pay the Contractor the total amount of PhP3,151,955.03 subject to pertinent laws on government contracts and auditing procedures. The said Contract Price is inclusive of all duties, taxes, licenses, premiums, fees and charges which may accrue by virtue of the Works, such as but not limited to permit and registration fees, municipal and personal property taxes, fees for storage or consumption, employment taxes, payments and contributions imposed by law, and insurance;
- b. The relationship of the University to the Contractor is that of an independent contractor. Nothing in the Agreement shall be construed as creating an employer-employee relationship between the University and the Contractor, its sub-contractors, employees, agents, or workers.
- c. The Contractor shall indemnify, hold free and harmless, and defend at its own expense the University and its officials, agents, employees, or workers, from and against all suits, claims,

demands, and liabilities of any nature or kind, including costs and expenses associated therewith, arising out of acts or omissions of the Contractor, its employees, workers, or sub-contractors in the performance of any activity in connection with the WORKS, including those that may be initiated by its employees, workers, agents, sub-contractors, or by any other entity or person against the University by reason of or in connection with the WORKS;

- d. The Agreement and the Contract Documents mentioned in the Agreement shall be interpreted in a manner as to render harmony to ensure the full and satisfactory completion of the WORKS. In case of doubt or conflict between and among any items or provisions of the Contract Documents, and/or between and among any of the Contract Documents and the Agreement, the Contractor shall refer the same in writing to the University for clarification and guidance. The clarification or determination made by the University shall be binding and conclusive upon the Parties;
- e. The Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines and the Parties thereby submit to the exclusive jurisdiction of the competent Courts of Quezon City, Provided, that prior to any resort to the filing of an action in court or any quasi-judicial body, the parties shall endeavor to amicably settle any dispute according to the provisions of Republic Act No. 9285 otherwise known as the "Alternative Dispute Resolution Act of 2004", Provided further, that disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be referred thereto in accordance with Executive Order No. 1008, otherwise known as the "Construction Industry Arbitration Law"; and
- f. Should any provision of the Agreement be declared illegal, invalid or unconstitutional by the court of law, the rest of the other provisions not affected thereby shall remain valid, subsisting and binding.

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: 30 Calendar Days as specified in the Notice to Proceed issued by the University

Date Notarized: 20 August 2010

Construction Agreement between the University of the Philippines and Dantess Construction (Contractor)

Project: Proposed Electrical Upgrading: Rehabilitation of Cluster Meter of Hardin ng Doña Aurora & Hardin ng Rosas.

Amount of Contract: PhP1,365,231.26

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:

- a. For and in consideration of the performance and accomplishment of the Works and the correction of any defects therein, the University shall pay the Contractor the total amount of PhP1,365,231.26 subject to pertinent laws on government contracts

and auditing procedures. The said Contract Price is inclusive of all duties, taxes, licenses, premiums, fees and charges which may accrue by virtue of the Works, such as but not limited to permit and registration fees, municipal and personal property taxes, fees for storage or consumption, employment taxes, payments and contributions imposed by law, and insurance;

- b. The relationship of the University to the Contractor is that of an independent contractor. Nothing in the Agreement shall be construed as creating an employer-employee relationship between the University and the Contractor, its sub-contractors, employees, agents, or workers.
- c. The Contractor shall indemnify, hold free and harmless, and defend at its own expense the University and its officials, agents, employees, or workers, from and against all suits, claims, demands, and liabilities of any nature or kind, including costs and expenses associated therewith, arising out of acts or omissions of the Contractor, its employees, workers, or sub-contractors in the performance of any activity in connection with the WORKS, including those that may be initiated by its employees, workers, agents, sub-contractors, or by any other entity or person against the University by reason of or in connection with the WORKS;
- d. The Agreement and the Contract Documents mentioned in the Agreement shall be interpreted in a manner as to render harmony to ensure the full and satisfactory completion of the WORKS. In case of doubt or conflict between and among any items or provisions of the Contract Documents, and/or between and among any of the Contract Documents and the Agreement, the Contractor shall refer the same in writing to the University for clarification and guidance. The clarification or determination made by the University shall be binding and conclusive upon the Parties;
- e. The Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines and the Parties thereby submit to the exclusive jurisdiction of the competent Courts of Quezon City, Provided, that prior to any resort to the filing of an action in court or any quasi-judicial body, the parties shall endeavor to amicably settle any dispute according to the provisions of Republic Act No. 9285 otherwise known as the "Alternative Dispute Resolution Act of 2004", Provided further, that disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be referred thereto in accordance with Executive Order No. 1008, otherwise known as the "Construction Industry Arbitration Law"; and
- f. Should any provision of the Agreement be declared illegal, invalid or unconstitutional by the court of law, the rest of the other provisions not affected thereby shall remain valid, subsisting and binding.

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

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

Date Notarized: 6 August 2010



Construction Management Services Agreement between the University of the Philippines and the RN Ferrer & Associates, Inc.

Project: Construction Management Services for the Proposed Institute of Biology Building

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

Amount of Contract: PhP6,623,232.00

Statement of compliance: In the Procurement of Consulting Services for this Project, the requirement of RA 9184 and its Implementing Rules and Regulations, as well as the University Delineation of Authority, have been complied with.

Particulars:

- a. The Scope of Service, Duties and Responsibilities of the Construction Management Consultant are set forth in the Terms of Reference which is 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 this Agreement and to answer for obligations arising out of or in accordance with the Agreement.

Period of Contract: 355 calendar days (1 month for pre-construction phase, 10 months for construction phase, 1 month for post-construction phase)

Date notarized: 28 July 2010

UP Manila

General Construction Agreement between the University of the Philippines Manila and R.B. Soriano Construction

Project: Proposed Thermal Moisture Protection (Reroofing with Waterproofing) of Sotejo Hall, College of Nursing

Mode of Procurement: Public Bidding - 10 March 2010

Amount of Contract: PhP2,011,576.94

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:

1. The Contractor shall secure all pertinent permits required by any government office or agency in connection with the project;
2. 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;
3. 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;

4. 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;
5. The Contractor warrants and guarantees that all materials to be used for the project are new, free from hidden defects, and fully comply in every respect with the specifications, approved samples, and other requirements of the contract documents;
6. 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;
7. 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;
8. The Contractor shall leave the work in good order upon completion;
9. 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;
10. 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
11. 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: Ninety (90) calendar days reckoned from the date of receipt of the Notice to Proceed

Date notarized: 12 April 2010

Consultancy Services Agreement-Curatorial Works (CSA-CW) between the University of the Philippines Manila and the Tao Management Corporation (TMC)

Project: Completion of UP Manila Museum-Curatorial Services

Mode of Procurement: Public Bidding - 29 December 2009

Amount of Contract: PhP7,245,000.00

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:

1. The Contractor shall secure all pertinent permits required by any government office or agency in connection with the project;
2. 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;

3. 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;
4. 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;
5. The Contractor warrants and guarantees that all materials to be used for the project are new, free from hidden defects, and fully comply in every respect with the specifications, approved samples, and other requirements of the contract documents;
6. 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;
7. 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;
8. The Contractor shall leave the work in good order upon completion;
9. 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;
10. 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
11. 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 180 calendar days reckoned from the date of receipt of the Notice to Proceed

Date signed: 14 April 2010

General Construction Agreement between the University of the Philippines Manila and the MDEC Corporation (MDECC)

Project: Electrical Retrofitting and Power Quality Assessment, Sotejo Hall, College of Nursing, UP Manila

Mode of Procurement: Public Bidding - February 3, 2010

Amount of Contract: PhP1,592,183.23

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:*

1. The Contractor shall secure all pertinent permits required by any government office or agency in connection with the project;
2. 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;
3. 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;
4. 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;
5. The Contractor warrants and guarantees that all materials to be used for the project are new, free from hidden defects, and fully comply in every respect with the specifications, approved samples, and other requirements of the contract documents;
6. 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;
7. 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;
8. The Contractor shall leave the work in good order upon completion;
9. 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;
10. 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
11. 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 60 calendar days reckoned from the date of receipt of the Notice to Proceed

Date signed: 14 April 2010

UP Open University

Contract of Lease between the University of the Philippines Open University (UPOU) and the Mountain Province State Polytechnic College (MPSPC)

Project: Lease of space to be used by UPOU as its testing/examination venue on the exam dates designated by UPOU

Particulars:

- a. The MPSPC shall designate a room that can serve as testing examination venue for UPOU students on designated examination dates and shall bill the UPOU the corresponding rental fees incurred for such use;
- b. UPOU shall specify the dates/time that it shall require the testing/examination venue, and shall send a proctor to oversee the conduct of the examination;
- c. UPOU shall pay at a fixed daily rate of PESOS: ONE THOUSAND FIVE HUNDRED (PhP1,500.00) for actual use thereafter. Lease payments shall be paid by UPOU within seven (7) working days after receipt of the billing from MPSPC. Payments shall be issued the corresponding official receipt by MPSPC; and
- d. It is understood that MPSPC shall make a room within its premises available for rent to UPOU at anytime the latter shall require a testing/examination venue, for the entire duration of the Agreement.

Effectivity: Effective for a period of one (1) year, effective 01 June 2010 and may be renewed by the parties every year thereafter, unless sooner terminated by prior sixty (60) days written notice by either party.

Date notarized: 15 July 2010

SEPARATIONS FROM THE SERVICE

PHILIPPINE GENERAL HOSPITAL

Abadilla, John Theodore U., Nurse II, effective 04 September 2010, Resignation

Alviz, Rolando M., Nursing Attendant II, effective 07 September 2010, Death

Amarrado, Gail I., Nurse III, effective 19 September 2010, Optional Retirement

Armagosa, Bernard B., Medical Officer III, effective 01 September 2010, Transferred to National Center for Mental Health

Atupan, Jereme B., Medical Officer IV, effective 01 July 2010, Completion of Training

Balderrama, Edgardo B., Administrative Officer II, effective 03 August 2010, Resignation

Barrameda, Bernardo E., Administrative Aide VI, effective 30 July 2010, Optional Retirement

Basco, Marco Antonio R., Nursing Attendant I, effective 01 September 2010, Resignation

Calacar, Dexter Bryan B., Medical Technologist II, effective 01 September 2010, Resignation

Canlas, Elenor B., Medical Officer III, effective 12 July 2010, completion of Training

Catli, Cheryl Valerie R., Nurse II, effective 16 August 2010, Resignation

Clemente, Dianalou P., Nurse II, effective 01 August 2010, Resignation

Consolacion, Carmelita D., Laboratory Technician III, effective 01 July 2010, Resignation

Cueto, Ruby A., Nurse II, effective 13 September 2010, Resignation

Cunanan, Edna V., Social Welfare Officer V, effective 31 July 2010, compulsory Retirement

Dela Cruz, Alfredo B., Administrative Aide VI, effective 01 July 2010, Resignation

Diaz, Mary Erica P., Nurse II, effective 06 September 2010, Resignation

Dumaua, Katherine L., Nurse II, effective 28 July 2010, Resignation

Dumlao, Precious Nina H., Nurse II, effective 10 July 2010, Resignation

Eclarinal, Brian R., Nurse II, effective 10 August 2010, Resignation

Estose, Ma. Yvonne S., Medical Officer III, effective 02 September 2010, Resignation

Fonacier, Benjamin T., Welder Foreman, effective 15 August 2010, Compulsory Retirement

Francisco, Michelle Q., Medical Officer III, effective 16 July 2010, Resignation

Gallardo, Nancy L., Nurse III, effective 18 July 2010, Optional Retirement

Garcia, Noel Q., Administrative Aide IV, effective 01 July 2010, Resignation

Guevarra, Annaveil O., Nurse II, effective 04 July 2010, Resignation

Gungon, Clara Jane M., Nurse I, effective 12 August 2010, Resignation

Hachac, Cristina N., Administrative Aide VI, effective 01 August 2010, Optional Retirement

Jacot, Gift Y., Medical Officer III, effective 01 July 2010, Resignation

Jerusalem, Ma. Cecilia C., Nurse IV, effective 24 August 2010, Optional Retirement

Jodloman, Maria Jara G., Nurse II, effective 03 September 2010, Resignation

Lovina, Joe-Ann S., Nurse II, effective 14 August 2010, Resignation

Lozano, Bless O., Nurse II, effective 20 August 2010, Resignation

Macabugao, Dennis A., Administrative Aide I, effective 01 September 2010, Resignation

Manabat, Mary Rose C., Nurse II, effective 10 September 2010, Resignation

Manalansan, Priscilla D., Nurse II, effective 15 September 2010, Optional Retirement

Marcial, Rogelio R., Laboratory Technician III, effective 01 July 2010, Resignation

Marpuri, Lorena P., Nurse II, effective 16 July 2010, Resignation

Mendoza, Maria Rosanna O., Medical Technologist II, effective 30 September 2010, Resignation

Militante, Jo-Anne M., Nurse II, effective 06 September 2010, Resignation

Muñoz, Sirley DG, Nurse II, effective 25 August 2010, Resignation

Nerida, Lailanie G., Nurse II, effective 16 July 2010, Resignation

Oco, Lourdes Prudence S., Nurse II, effective 01 September 2010, Resignation

Ong, Jovelyn DG, Nurse II, effective 16 July 2010, Resignation

Operaña, Marijon M., Nurse II, effective 27 September 2010, Resignation

Ordanza, Honeylie B., Nurse II, effective 15 September 2010, Resignation

Pansoy, Julieta A., Administrative Assistant II, effective 01 July 2010, Optional Retirement

Ramos, Finita R., Nurse III, effective 01 July 2010, Optional Retirement

Ramos, Rosalina P., Administrative Assistant III, effective 01 July 2010, Optional Retirement

Ricardo, Ritz M., Medical Technologist II, effective 16 September 2010, Resignation

Saludes, Rowena Irene A., Nurse II, effective 18 July 2010, Resignation

Santella, Carlo I., Medical Officer III, effective 30 July 2010, Completion of Training

Santos, Reynaldo D., Administrative Aide III, effective 01 July 2010, Optional Retirement

Sia, Eduardo B., Nurse II, effective 19 August 2010, Dropped from the Rolls

Subido, Michael J., Nurse II, effective 09 August 2010, Resignation

Timbal, Marjorie O., Nursing Attendant II, effective 01 July 2010, Optional Retirement

Torrejos, Lolita S., Nursing Attendant II, effective 01 August 2010, Disability Retirement

Ungos, Patricia B., Nurse II, effective 20 August 2010, Resignation

Villarama, Carolyn dela Cruz, Nurse II, effective 03 July 2010, Resignation

Villoso, Lourdes Anne T., Medical Officer III, effective 01 July 2010, Completion of Training



UP Los Baños

Angeles, Isabelo V., Administrative Aide III, College of Agriculture, effective 08 July 2010, Retirement

Barrion, Adelina A., Professor 12, College of Arts and Sciences, effective 10 July 2010, Death

Barrios, Marilou H., University Research Associate I, Office of the Vice Chancellor for Research and Extension, effective 01 July 2010, Expiration of Appointment

Bayot, Rizaldo G., Associate Professor 7, College of Agriculture, effective 25 July 2010, Retirement

Gador, Maria Nathalie I., Assistant Professor I, College of Arts and Sciences, effective 07 July 2010, Resignation

Huelgas, Victorio R., Administrative Aide III, College of Agriculture, effective 12 July 2010, Death

Minor, Cesario Jr. M., Instructor 1, College of Arts and Sciences, effective 13 July 2010, Death

Rafols, Richard M., Laboratory Technician II, Office of the Vice Chancellor for Research and Extension, effective 15 July 2010, Death

Vega, Carlos Juan Paolo L., Instructor 3, College of Economics and Management, effective 31 July 2010, Resignation

Vergara, Mark John K., Supervising Administrative Officer, Office of the Vice Chancellor for Administration, effective 15 July 2010, Death

Cielo, Angela A., Assistant Professor 1, College of Economics and Management, effective 09 August 2010, Resignation

Garcia, Elenita E., University Researcher I, College of Forestry and Natural Resources, effective 01 August 2010, Retirement

Henebraldo, Virgilio A., Farm Worker II, College of Agriculture, effective 01 August 2010, Retirement

Naranja, Leonido R., Associate Professor 3, College of Agriculture, effective 21 August 2010, Death

Sotto, Meredith Anne C., Assistant Professor 1, College of Arts and Sciences, effective 01 August 2010, Resignation

Tuazon, Maria Antonia G., Professor 9, College of Human Ecology, effective 16 August 2010, Retirement

Yedra, Edna E., Administrative Assistant II, Office of the Chancellor, effective 01 August 2010, Retirement

Arevalo, Roshena E., University Research Associate I, Office of the Vice Chancellor for Research and Extension, effective 17 September 2010, Resignation

Basilio, Nieva L., Professor 3, College of Arts and Sciences, effective 01 September 2010, Retirement

Estil, Jennyl R., Instructor 3, College of Engineering and Agro-industrial Technology, effective 01 September 2010, Resignation

Piocos, Carlos III M., Instructor 1, College of Arts and Sciences, effective 17 September 2010, Resignation

Rivera, Carmen A., Student Records Evaluator II, College of Forestry and Natural Resources, effective 16 September 2010, Retirement

Tandang, Carmelito A., Administrative Assistant II, Office of the Vice Chancellor for Administration, effective 09 September 2010, Death

UP Visayas

Caipang, Christopher Marlowe, Associate Professor 2, College of Fisheries and Ocean Sciences, effective 06 July 2010, Dropped from the Rolls

Carcallas, Anathy Rose G., Administrative Aide IV, UP Visayas Cebu College, effective 01 July 2010, Resignation

Kapaw-an, Clarice Linda R., Administrative Assistant II, OCEP, effective 16 August 2010, Resignation

Pernia, Ronald A., Instructor 1, UP Visayas Tacloban College, effective 16 July 2010, Expiration of Appointment

Sarito, Christine Mae F., Instructor 2, College of Arts and Sciences, effective 02 August 2010, Resignation

Segumalian, Carol J., Administrative Assistant II, Human Resources Development Office, effective 01 July 2010, Resignation

UP Open University

Anday, Audrey G., College Librarian I, University Library, effective 01 July 2010, Expiration of Appointment

NO DATA SUBMITTED

UP Diliman

UP Manila

UP Mindanao

UP Baguio

