

# OFFICE OF THE VICE CHANCELLOR FOR ADMINISTRATION UNIVERSITY OF THE PHILIPPINES LOS BAÑOS



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University of the Philippines-Los Baños

1st Indorsement 26 October 2023

Respectfully forwarded to Dr. Jose V. Camacho Jr., Chancellor, U.P. Los Baños, the attached proposal of the UPLB Business Affairs Office (BAO) for the New Rates and Guidelines for Non-Recurring Business Activities in UPLB.

The UPLB Fiscal Policies and Operations Committee (UPLB-FPOC) reviewed and discussed the said proposal during its meeting held on 10 October 2023 and hereby recommends its approval.

For your consideration.

**ROLANDO T. BELLO** Vice Chancellor and Chair, UPLB-FPOC

APPROVED/D

JOSE V. CAMACHO, JR. Chancellor ~



#### BUSINESS AFFAIRS OFFICE

# UNIVERSITY OF THE PHILIPPINES LOS BAÑOS

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# NEW POLICIES AND GUIDELINES FOR NON-RECURRING BUSINESS ACTIVITIES IN UP LOS BAÑOS

- 1. Non-recurring business activities are events or programs not exceeding two (2) weeks. This may include marketing, promotion and advertising, and selling of products and merchandise. It also includes trade fairs, booth set-ups during activities inside the campus, and sponsored booths. It may be organized by either UPLB offices/units, student organizations, alumni and/or private partners or constituents
- 2. All non-recurring business activities in the campus are handled by and should be coordinated with UPLB Business Affairs Office (BAO).
- 3. A copy of the approved letter of the activity/program by the Chancellor shall be submitted to UPLB BAO at least two weeks before the activity, for processing and coordinating with the different units and/or concerned offices (i.e. Office of the Vice-Chancellor for Community Affairs Safety and Security Office, Office of the Vice-Chancellor for Planning and Development-Resource Generation and Development Office (RGDO), and University Planning and Maintenance Office (UPMO)).
- 4. Entrepreneurial University Platforms or Income Generating Projects/Programs (IGPs) of the University shall be allowed to participate in trade fairs and bazaars, and other marketing activities inside the campus. They are FREE of charge for the use of the space.
- 5. An event/activity organized by a Student Organization should secure an activity permit from the Office of Student Activities (OSA). For the stand alone booth of the Student Organization for their fundraising event, it is FREE of charge.

### 6. **REQUIREMENTS:**

The Event Organizer/Lessee/Trader must submit the following requirements:

- 1) Business Profile/Information on existing business
- 2) DTI Registration/SEC Registration/BIR Certificate of Registration (COR)/Mayor's Permit/Business Permit
- 3) Government ID (with picture and signature) (i.e. Passport, Driver's License, UMID, etc.) and/or NBI Clearance
- 4) List of all products to be sold including prices (if applicable)

For Trade Fair/s and/or selling of products handled by the UPLB offices/units, student organizations, alumni and/or private partners or constituents, please check the Policies and Guidelines for Holding Trade Fairs in the UPLB Campus.

- 7. The **CRITERIA FOR EVALUATION** in assessing NBA Application are as follows:
  - Completeness and compliance/conformity of the required documents
  - No Conflict with UPLB activities/events.
  - Availability of the Venue and if possible, for food business not close to existing food kiosks/stalls or canteen in the campus and should be approved by the Building Administrator of the unit/office concerned
  - Credentials/Background of requesting party (duly recognized organization or company, etc.)
  - Low risks in terms of Security, Safety and Health

The University reserves the right to make the appropriate determination of preference/approval of the NBA application as may best suit its purposes.

8. For application of stand-alone or solitary booths of private constituents/operators, shall only be allowed for two (2) consecutive applications (30 days) within the period of six (6) months. Otherwise, they are encouraged or may submit an application for a short-term contract which will follow the usual bidding process.

#### 9. RENTAL FEES AND OTHER PAYMENTS:

## A. The New Standard Rate for Non-recurring activity/ies is as follows:

Tent Size	Daily Rate	Weekly Rate (7 days)
3mX3m (9sqm)	Php350 for 7 hours	Php1,800.00

If the space exceeds  $3m \times 3m$  (9 square meters), an additional Php200.00 per square meter will be charged.

The Fee is for the space rental. The income generated for the space rental will be used by the University in the performance of its function.

#### B. Other fees may include:

Fee	Cost per Trader	To be paid to UPLB Fund Code
Garbage Fee	100	9302612
Electricity Fee	500*	9307010
Support Staff Fee***		
Water Fee	279**	9302612

<sup>\*</sup>This is the base rate but could increase depending on the wattage of equipment to be used by the trader. The list of equipment should be submitted to UPMO

<sup>\*\*</sup>if water is required and provided

<sup>\*\*\*</sup>charged to the organizer; 150 per hour/pax/beyond 5pm and weekends or holidays

- C. For the use of space within the campus and as a sign of goodwill, the concessionaire shall pay the bond fee<sup>1</sup>. Payment shall be remitted to fund code 0519-299999000 at the Cashier's Office (UPLB Administration) where an official receipt shall be issued. Said bond fee shall be refundable within 30 days after the scheduled activity unless violations or non-compliance of the University policies and conditions herein set forth are made, in which case the bond fee will be forfeited. The forfeiture of said bond fee is without prejudice
- D. to whatever action the University may take in case of damages to University properties and failure to comply with the University policies.
- E. Payments shall be remitted at the UPLB Cashier's Office by online payment and a copy furnished shall be sent to the Business Affairs Office (BAO). Failure to settle the fee will void applicant/traders' requested area. Official Receipts or Proof of Payment are required for inspection.
- F. Official receipts will be issued by the Cashier's Office. The receipt is valid only on the specified date/s indicated in the approved activity/program. A Business Activity Permit (BAP) is issued by the UPLB BAO to event organizers or for each registered trader/concessionaire once payment has been confirmed by the Cashier's Office and required documents are verified.

#### 10. RESPONSIBILITIES OF THE ORGANIZER/TRADER:

- The Event Organizer/s shall shoulder electrical wires and other equipment/materials needed for the conduct of their event. BAO will only provide for electrical wires and other necessary materials for UPLB wide events particularly UPLB Foundation Day - Kalakalan Trade Fair, Paskong UPLB Trade Fair and Other BAO organized events.
- For open spaces or areas, use of flammable fuels like LPG for cooking, reheating
  or reheating of food are allowed. However, any cooking activity that will result in
  excessive smoke or smell shall not be allowed.
- For close areas or inside buildings, only electric equipment not using flame, such as electric stoves, oven toasters and microwave ovens, may be allowed upon prior ocular inspection of the area and written permission of UPMO Electrical Department.
- The LESSEE/TRADER who will be allowed to use flammable fuels and/or electrical equipment are required to have at least one (1) unit of fire extinguisher within the premises, readily available at all times.
- Installation and use of utilities shall be coordinated with the University Planning and Management Office (UPMO) for supervision and billing.
- be responsible in securing their equipment in the leased premises, holding the University free from all responsibility thereon.

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<sup>&</sup>lt;sup>1</sup> Bond Fee - Depending on the location/venue; For Trader - Php2,000.00 each.

shall pay for any loss or destruction caused on the property of the UNIVERSITY
resulting from fault or negligence of the LESSEE or any person under their control
or supervision. The University shall not be held liable for any damage that the
Organizer/Lessee may incur in their activity/business.

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- not allow the storage of any hazardous, inflammable, or illegal materials and such other materials as may from time to time be prohibited in the premises by the LESSOR.
- selling of liquor, alcoholic beverages, cigarettes, and restricted substances are strictly prohibited.
- use only the designated space and occupy solely based on the approved activity or purpose. Sharing spaces with unregistered individuals is strictly prohibited.
- shall not assign, transfer, or convey any of their rights under the Contract/Permit, or sublease the leased premises in whole or in part, or permit the same to be used by a third party without prior written consent of LESSOR.
- shall not affix, inscribe, or paint any notice, sign or other advertising medium outside the leased area or any part of the building, except upon written permission from the LESSOR (through the Business Affairs Office) and of such size, style and content as the LESSOR may determine, conforming with such rules and regulations as the LESSOR may, from time to time, prescribe.
- shall keep the premises always clean and shall not allow any activity that will cause disturbance or be a nuisance to the surrounding area.
- provide segregated waste bins/bags, classified as biodegradable (e.g., food scraps, compostable), recyclable (e.g., paper cups/bags, bottles), and residual (e.g., single-use utensils) wastes, which they will dispose of in their own homes. Disposal of these wastes in the campus and leaving behind wastes are strictly not allowed. Moreover, use of any plastics, including bags, straws, and cups, is strictly prohibited as per Municipal Ordinances No. 2008-752 and No. 2014-1316.
- shall allow the University through our duly authorized agent(s) and representatives to visit/inspect the leased premises for monitoring purposes.
- obey and observe all applicable policies, rules, and regulations of the University.
- 11. In the case of cancellation of events due to typhoons, other natural calamities or University-sanctioned events and other unexpected events, the reservation fees or paid bookings are non-refundable however they may reschedule or rebook within 6 months at no additional cost but on the same reserved venue. The payment will be forfeited beyond 6 months.

Neither party shall be responsible to the other for losses or destruction due to force majeure, there being no fault or negligence attributable to either party.

### 12. RESPONSIBILITIES OF THE UNIVERSITY:

1) provide the designated area to the conditions herein;

- 2) keep the Organizer/Trader (LESSEE) in peaceful possession of the leased premises, provided that the University shall not be liable in any way for failure to observe or perform any provision of this Contract arising from its adherence to any law, rule, or regulation of any duly constituted public authority, or if be due to natural causes beyond its control;
- 3) visit/inspect the leased premises for monitoring purposes.
- 4) reserves the right to disallow/terminate/cancel once application or permit for not complying with the above-mentioned policies and guidelines.
- 5) strictly implements Health and Safety Protocols:
  - a. Wearing of face mask especially food handlers
  - b. Alcohol/hand sanitizer required at every booth