

**DSWD OPINION NO. 78 S. 2024  
MEMORANDUM**

**FOR** : **JUAN CARLO V. MARQUEZ**  
Assistant Secretary for External Assistance and Development  
and Project Manager of BFIRST

**FROM** : **THE ASSISTANT SECRETARY FOR GASSG AND  
CONCURRENT OFFICER-IN-CHARGE, LEGAL SERVICE**

**SUBJECT** : **LEGAL OPINION ON THE PRE-TERMINATION OF  
MONITORING AND EVALUATION SPECIALIST  
CONTRACT TO ENTER INTO ANOTHER CONSULTANCY  
AGREEMENT WITH DSWD**

**DATE** : **29 OCTOBER 2024**

This pertains to your Memorandum<sup>1</sup> requesting guidance from the Legal Service (LS) on whether the DSWD is permitted to pre-terminate the existing Contract<sup>2</sup> of Ms. Agnes A. Quilinguing as Monitoring and Evaluation (M&E) Specialist for the Beneficiary First (BFIRST) Social Protection Project, to facilitate her promotion and enter into a new consultancy agreement for her new role as Project Coordinator.

LS respectfully submits that the existing Contract of Ms. Quilinguing as M&E Specialist may be pre-terminated.

Item No. 15 of her existing Contract provides for the possible termination of the contract, to wit:

"15. Termination The Client may terminate this Contract with at least ten (10) working days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause:

a) If the Consultant does not remedy a failure in the performance of his/her obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;

b) If the Consultant, in the judgment of the Client or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures) in competing for or in performing the Contract;

<sup>1</sup> Annex "A"

<sup>2</sup> Contract executed on 28<sup>th</sup> February 2023

**c) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract."**

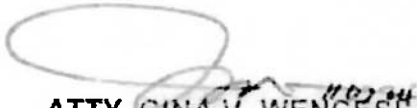
In this regard, it is evident that both parties to the Contract have expressly conferred upon DSWD, as the Client, the authority to terminate the Contract with Ms. Quilinguing "in its sole discretion and for any reason whatsoever." Accordingly, **we assert that the termination of her existing contract to facilitate her new consultancy agreement with the Department is valid and legally permissible.**

While the Department may proceed with the pre-termination of Ms. Quilinguing's contract to facilitate her consideration for a new consultancy agreement, it is essential that the BFIRST Program Management Unit ensure the proper turn-over of all outstanding deliverables under the current contract prior to termination. This will help ensure a smooth transition to the new contract.

Lastly, please be informed that the foregoing legal opinion is based solely on the information provided by your office, and may vary based on additional information or document/s or when the facts are changed or elaborated.

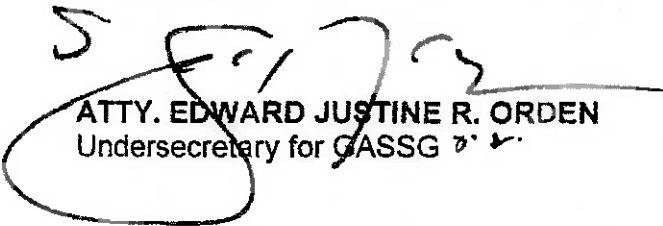
For your consideration.

Thank you.

  
ATTY. GINA V. WENCESLAO

CMUG/10065

Approved by:

  
ATTY. EDWARD JUSTINE R. ORDEN  
Undersecretary for GASSG