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REPUBLIC OF ALBANIA
MINISTRY OF JUSTICE
THE MINISTER

Prot. 1650/6 **25.03.2019**

ORDER

No 226 DATED 25/3/2019

"ON

'THE APPROVAL OF THE CONTRACTS OF LEGAL AID GUARANTEED BY THE STATE"

In reliance on par 4 of Article 102 of the Constitution, on Article 7, par 2, of the Law no. 8678, dated 14.05.2001, "On the organisation and functioning of the Ministry of Justice", as amended, and letter "e" and "ë, Article 7, of the Law no. 111, dated 14.12.2017, "On legal aid guaranteed by the state",

I HEREBY ORDER:

1. The approval of the TEMPLATE contracts of legal aid guaranteed by the state (according to appendices, attached to this order and being constituent part thereof:

   Appendix I: approves the template contract with non-profit organizations for primary legal aid services, according to the provisions of this law.

   Appendix II: approves the template contract with lawyers on the provision of secondary legal aid.

2. The Secretary General at the Ministry of Justice and the Free Legal Aid Directorate are tasked with the implementation of this Order.

3. The sector of Archives and Protocol shall be tasked with the notification of this Order.

This order shall enter into effect immediately,

MINISTER
Etilda Gjonaj (Saliu)
(signature) (seal)

SERVICE CONTRACT
ON THE DELIVERY OF PRIMARY LEGAL AID

Entered today as of date …….. in Tirana, between the following contracting parties hereunder:

1. Legal Aid Directorate, with address: Blv. Zogu I, at the Ministry of Justice represented by the Director
2. Non-Profit Organization ……, with address, represented by:

The parties to this Contract agree as follows hereunder:

Article 1
Legal Basis

This Contract is based on the Civil Code, Chapter: "Contracts", Law No. 111/2017 "On state guaranteed legal aid", Decision no… dated "On the rules of authorization and selection of non-profit organizations providing primary legal aid".

Article 2
Scope

The scope of this Contract is the delivery of primary legal aid according to the terms determined in this contract.

Article 3
Determination of the scope of service

The service provider shall dell deliver legal aid services, including:

a) Provision of information regarding legal system in the Republic of Albania, normative acts in force, the rights and obligations of the subjects of the law and methods for the exercise of these rights in the judicial and extra-judicial processes;
b) Provision of consultation for different legal cases that are not being examined by judicial, mediation or arbitration institutions;
c) Delivery of information and consultation on the rules and procedures related to mediation and alternative resolution of disputes;
d) Provision of aid in drafting and preparation of the documents necessary to set in motion the state administration or
e) Provision of aid to complete documentation regarding the request for primary legal aid;

f) Representation before administrative bodies;
g) Provision of all other forms for the required legal support as long as the case is not subject to judicial examination.

Article 4
Obligations of the service provider

The service provider is obliged:

a) To register each person who is addressed with a request for legal aid.
b) To help the petitioner of legal aid to complete the application form for seeking primary legal aid;
c) To provide the legal aid service with quality according to the standards determined by the Minister of Justice with Instruction No……, dated "On the criteria and methodology for the evaluation of quality in the provision of legal aid";
d) To report quarterly or upon the request of the Legal Aid Directorate regarding the cases and progress on the provision of legal aid service, by attaching the relevant documentation that proves the performance of the services offered;
e) To collaborate with the Legal Aid Directorate on the supervision of quality and efficiency of the service offered to beneficiaries of legal aid.
f) To respect ethics and communication with subjects that provide service to the clients of legal aid in order to establish a relation of trust with them.
g) To perform full service of legal aid and not waive of the service provision, except for the cases of conflict of interest or other reasonable motives. If there are reasons on the non-provision or interruption of service, he shall immediately notify the Legal Aid Directorate, which shall take measures for an alternative provider for each case.

Article 5
Obligations of the Legal Aid Directorate

The Legal Aid Directorate has the obligation that within 10 days from the periodic reporting of the service provider accompanied by the respective documentation to make the payment of the remuneration for the service provider.

Article 6
Termination of the contract

1. The contract is entered for a 1 (one) year term.

2. The contract shall terminate before the term if the service provider waives of service. In this case, he shall immediately notify the Legal Aid Directorate. Both parties have the obligation to guarantee the transfer of requests for legal aid, already filed with the non-profit organization that has been withdrawn, to another subject authorized to provide primary legal aid, by guaranteeing, in this way the continuation of handling the cases of petitioners.
3. The Contract shall terminate before the term if the Legal Aid Directorate does not make the payment after the delivery of service without reasonable motives.

4. In case of default of obligations, the provisions provided in the Civil Code shall apply.

Article 7
Resolution of Disputes

The parties shall endeavor to resolve amicably all the disputes that may arise during the execution of this contract. If this is not possible, Tirana Judicial District Court shall be competent for the resolution of disputes.

Article 8
Entry into force

This contract shall enter into force upon its signing.
The contract is signed in 2 (two) copies, one for each party.

PARTIES:

Director of the Legal Aid Directorate **Non-profit Organization**

CONTRACT
ON THE PROVISION OF SECONDARY LEGAL AID SERVICE

This Contract on the provision of the secondary legal aid service ('The Contract") is entered today as of (……..) on the date of (……) from and between the following parties:

FREE LEGAL AID DIRECTORATE, represented by Mr./Ms. _____, (hereinafter referred to as the **"Contractor")**

And

Mr./Ms. _____, _____ citizen, born on _____, in _____ , resident in _____, identified by the Identity Card/Passport with personal number _____,
Number _____ (hereinafter referred to as **"The Service Provider"**).

The parties to this Contract shall be severally referred to as "The Party" or jointly as "The Parties".

ARTICLE 1
SCOPE OF THE CONTRACT

1.1. The scope of this Contract is the provision of Secondary Legal Aid by the Service Provider, in favor of persons who have benefitted according to a final decision of the competent court, the right to benefit such free aid, according to the stipulations of Law 111/2017.

ARTICLE 2
ENTRY INTO FORCE AND DURATION

2.1. This Contract shall enter into force on the date of its signing by both Parties and is valid for a term of 1 (one) year from the date of signing, but in each case until the approval of the new list and conclusion of new contracts.

2.2. The term of this Contract may be renewed upon written agreement between the Parties.

2.3. The termination of this 1-year Contract does not inhibit the service provider to represent the beneficiary until the final resolution of the case, except when the circumstances exist for his substitution.

ARTICLE 3
PRINCIPLES ON THE PROVISION OF SECONDARY LEGAL AID

3.1. Provision of secondary legal aid by the Service Provider is particularly based on the following principles:

a) Equal access of individuals in public aid;
b) Equality and non-discrimination of individuals who enjoy the right to legal aid;
c) Professionalism in delivering legal aid service;
d) Quality, efficiency and efficacity in cost for the services of legal aid delivered;
e) Maintenance of confidentiality;
f) Avoidance and prevention of the conflict of interest;
g) Protection of rights of vulnerable persons.

3.2. Except the above, provision of secondary legal aid by the Service Provider is based on the principles of the Code of Ethics for Advocates.

3.3. The violation of the principles stipulated in this article constitutes a serious violation of this Contract and leads to the application of sanctions and disciplinary measures, according to the provisions of the Law on Advocacy or any other applicable law.

ARTICLE 4
SERVICE FEE AND PAYMENT METHOD

4.1. The fee for the provision of Secondary Legal Aid by the Service Provider is determined according to the fees in the Annex attached to this Contract (“Service Fee”).

4.2. The Contractor shall pay the Service Fee to the bank account of the Service Provider with the following data:

Beneficiary:
Bank:
SWIFT:
IBAN:

ARTICLE 5
OBLIGATIONS AND GUARANTEES OF THE PARTIES

5.1. In the sense of Law 111/2017, the services of the Secondary Legal Aid that the Service Provider is obliged to render, include, without limitation to, the following:

- Drafting of the acts necessary to set in motion the court, the request, the indictment request/lawsuit or any other procedural request resulting necessary during the court process;
- Drafting of the defense acts, for persons against whom a civil or administrative court process has started;
- Collection and preparation of evidence documentation;
- Consultation about the civil or administrative court process;
- Representation and defense before court in administrative and civil cases;
- Preparation of appeal requests, recourses against court or arbitration decisions;
- Preparation of any type of request addressed to every court in the Republic of Albania, including the Constitutional Court, and the international courts and any organization in which the Republic of Albania adheres to regarding the case for which it provides Secondary Legal Aid, in favor of the Beneficiary;
- In addition to the above, the Service Provider shall make any and every action in fulfillment of the obligations determined in the Law on Advocacy, in the sense of the Secondary Legal Aid, in Law No. 111/2017 and in this Contract.

5.2. The Service Provider declares and guarantees that he/she:

i. enjoys all the professional qualities and necessary qualifications in order to undertake the obligations according to this Contract;
ii. shall provide the secondary legal aid services with the highest professional standards and in conformity with the principles determined in Article 3 of this Contract;
iii. shall act in time and without causing any delays in the provision of secondary legal aid, immediately upon receipt of notification by the local chamber of advocacy, on the decision of the court, which has accepted the request for the provision of the secondary legal aid to the Beneficiary.
iv. Shall not waive of the provision of the Secondary Legal Aid, except in cases of waiver determined by the Law on Advocacy, including, but without limitation to the case of the conflict of interest.

v. In each case of obligation to waive, the Service Provider shall immediately inform the local chamber of advocacy, with the aim of his/her substitution. In this case, the Service Provider shall continue to deliver the Secondary Legal Aid until his/her substitution, according to the provisions of Law on Advocacy and shall implement any and all the obligations provided in the Law on Advocacy.
vi. Shall provide secondary legal aid in favor of the Beneficiary, only upon the Service Fee, without having the right to other benefits, except for the Service Fee;
vii. Shall provide the fulfillment of obligations according to this Contract by keeping the Contractor unaffected of any actions against him.
viii. Shall keep regular and continuous contacts with the beneficiary for keeping him continuously informed on the case for which the secondary legal aid is provided;
ix. Shall submit a report at the end of work, according to the format approved by the Ministry of Justice.

5.3. The Contractor declares and guarantees that he:

i. Shall pay the service fee to the Service Provider, without delays, in conformity with this Contract.
ii. Shall make any and all actions and implement all the obligations according to Law 111/2017 in order to make possible the delivery of the Secondary Legal Aid in favour of the beneficiary.

ARTICLE 6
ANTI-CORRUPTION CLAUSE

6.1. In relation to this Contract, except for the service fee provided in Article 4 above, the Service Provider shall not benefit, request or accept from the Beneficiary or other parties involved in conflict with him, any payments, promise for payment, benefit, gift or remuneration, directly or indirectly.

6.2. In addition to the above, the Service Provider shall not offer or promise on his/he own or through third persons, in favor of the Parties or subjects involved in trial, where the Service Provider delivers secondary legal aid, no payment, benefit, gift or remuneration.

6.3. Any violations to the provisions pursuant to paragraphs 6.1 and 6.2 above, shall constitute a criminal offense in the sense of the criminal legislation in force and the Service Provider shall be subject to proceedings according to the criminal procedural legislation and subject to ethical proceedings, according to the legislation for the profession of advocate.

ARTICLE 7
INDEPENDENT CONTRACTOR

7.1. The parties of this Contract agree that the Service Provider is an independent contractor in relation to the Contractor and for no reason or motive shall be considered as his employee.

ARTICLE 8
PRINCIPLE OF GOOD FAITH AND CONFIDENTIALITY

8.1. The parties shall not damage the interests of one another, reputation and image. They shall act in good faith with one another and shall comply with the rights and obligations determined by this Contract, the law and international conventions.

8.2. The parties shall act in good faith, making every and all the necessary actions for the protection of the legal interests of each Party.

8.3. The parties are obliged to maintain this Contract strictly confidential, as well as its content, the respective personal data and any other data without limitation.

8.4. None of the Parties shall be considered that is in violation of this obligation if the dissemination or transfer of information and data above stems from a legal obligation, including, but without being limited to the fulfilment of the obligations set by Law no. 9887, dated 10.03.2008 “On the protection of personal data”, tax legislation in force in the Republic of Albania or decision and orders of the Prosecution Office or Courts.

ARTICLE 9
TERMINATION OF THE CONTRACT

9.1. This Contract shall duly terminate on the date determined in Article 2 above.

9.2. The Contractor may immediately dissolve this Contract, if the Service Provider breaches any of the obligations provided in this Contract or in the Law 111/2017.

9.3. The Service Provider may dissolve this Contract, by preliminarily notifying the local chamber of advocacy. In this case, the Service Provider shall continue to provide Secondary Legal Aid to the Beneficiary until his substitution from the local chamber of advocacy.

ARTICLE 10
MISCELLANEOUS

10.1. This Contract constitutes the whole agreement and understanding between the Parties and repeals any other previous agreement between the Parties regarding its scope.

10.2. No change, modification, termination, waiver of any point of this Contract shall have effect if it is not in writing and signed by both of the Parties.

10.3. Failure to exercise or delay in the exercise of a right or the indemnification determined in this Agreement or law does not constitute a waiver of the right or indemnification, or waiver of other rights or indemnifications. No partial or full exercise of the right or indemnification provided in this Contract shall cease further exercise of other rights and indemnifications.

10.4. This Contract shall be governed and construed in conformity with the Legislation of the Republic of Albania.

10.5. The parties shall endeavor to amicably resolve all the disputes that may arise during the execution of the contract. If this is not possible, the competent jurisdiction for the resolution of disputes stemming from the execution of this Contract is the Court of Tirana Judicial District.

PARTIES

CONTRACTOR **SERVICE PROVIDER**
FREE LEGAL AID DIRECTORATE
Represented by: