

ORDER**No. 260, dated 30 July 2020****ON THE APPROVAL OF THE RULES REGARDING THE GENERAL CONDITIONS FOR THE STATUS OF THE DEPUTY NOTARY AND THE MANDATORY CONTRACTUAL CONDITIONS FOR THE EMPLOYMENT CONTRACT OF THE DEPUTY NOTARY**

Pursuant to Article 102, paragraph 4, of the Constitution, Article 7, paragraph 2, of Law no. 8678, dated 14.5.2001, “On the Organization and Functioning of the Ministry of Justice”, as amended, and Article 75, paragraph 4, of Law no. 110/2018, “On Notaries”,

I HEREBY ORDER:

1. The Deputy notary shall have the right and obligation to carry out his/her professional activity by assisting the notary in the exercise of his/her functions, and shall be subject to the Law on Notaries and the acts issued pursuant thereto and for its implementation.
2. The professional activity of the deputy notary shall be exercised in accordance with the provisions of the Law on Notaries, the contract signed between the notary and the deputy notary, as well as the relevant authorization granted by the notary with whom the deputy notary is appointed and performs his/her functions.
3. The deputy notary shall be obliged to personally perform, with diligence and care, the tasks or legal acts assigned, pursuant to the employment contract and/or the specific act of authorization issued by the notary, in accordance with the latter’s instructions.
4. The notary, with whom the deputy notary exercises his/her functions, shall take appropriate measures to safeguard contractual stability, ensuring that the employment contract of the deputy notary is not unilaterally terminated by the notary without justified cause.
5. The deputy notary shall perform his/her legal activity in the name and on behalf of the notary with whom he/she performs the function. The Deputy notary shall have the same rights and obligations as the notary and shall fulfill the notary’s duties and obligations in his/her place.
6. Under no circumstances may the preparation of notarial acts and/or the performance of notarial actions be carried out simultaneously by both the notary and the deputy notary.
7. In the event of the notary’s absence, the latter shall authorize the deputy notary to perform notarial activity, in accordance with the provisions of the Law on Notaries. In such cases, the deputy notary shall be obliged to provide the notary, upon request, with all information relating to the legal activity carried out in the notary’s absence, to report immediately upon completion of the respective acts for which the deputy notary has been authorized, as well as to return to the Notary any materials received for the preparation of notarial acts and/or the performance of notarial actions for third parties, in accordance with the employment contract and/or the specific act of authorization.
8. In the course of legal activity, the deputy notary shall maintain impartiality and uphold an ethical position in relation to the interests of the client/parties of the notarial office in which he/she is appointed and performs his/her functions, establishing a discipline that ensures security and trust for them.

9. The deputy notary shall respect the right to confidentiality of clients and interested parties, in accordance with the provisions of the Law on Notaries.

10. The employment relationship between the deputy notary and the notary shall be governed by the provisions of the Labour Code, insofar as the Law on Notaries does not provide for special rules.

11. During the period of employment with the notary with whom he/she has signed the contract, the Deputy notary shall refrain from engaging in any other employment, except for academic and teaching activities, with the aim of enhancing his/her professional qualifications.

12. The notary and the deputy notary shall ensure the good faith implementation of the employment contract and shall be responsible for complying with the mandatory contractual conditions of this contract, as set out in Annex 1 attached to this Order, which forms an integral part thereof.

13. The National Chamber of Notaries, notaries, and deputy notaries shall be charged with the implementation of this Order.

14. The Archives-Protocol Sector shall be charged with taking measures for the notification of this Order.

This Order shall enter into force immediately and shall be published in the Official Gazette.

MINISTER OF JUSTICE
Etilda Gjonaj (Saliu)

ANNEX 1

MANDATORY CONTRACTUAL TERMS FOR THE EMPLOYMENT CONTRACT OF THE DEPUTY NOTARY

1. The employment contract of the deputy notary shall, in particular, set forth the following mandatory contractual terms:

a) Contracting parties (the notary and the deputy notary)

The employment contract shall be concluded between the notary, in the capacity of employer, and the deputy notary, in the capacity of employee.

b) Legal basis

The employment contract shall be based on:

- i. Law no. 110/2018, "On Notaries";
- ii. Law no. 7961, dated 12.7.1995, "Labor Code of the Republic of Albania", as amended;
- iii. Statute of the National Chamber of Notaries, approved by Order no. 445, dated 30.9.2019, of the Minister of Justice;
- iv. Code of Professional Ethics of the Notary, approved by Order no. 444, dated 30.9.2019, of the Minister of Justice.

c) Subject matter

The contracting parties agree to conclude this contract between them for the purpose of employing the deputy notary in the office of the notary, with whom the professional activity shall

be exercised. This contract defines the direct employment relationship between the notary and the deputy notary.

d) Place and duration of employment

The contract shall stipulate the place where the notary exercises his/her notarial activity (the municipality in which the notary has been licensed by the Minister of Justice), where the deputy notary shall carry out his/her professional activity. The contract between the contracting parties shall be concluded for an indefinite term.

e) General job description

The employment contract shall specify that the notary employs the deputy notary in the notarial office where the notary carries out his/her notarial activity, for the purpose of assisting in the performance of his/her duties, and that the deputy notary agrees to perform such duties for the notary. The subject matter of the contract shall be the fulfillment of the following duties:

- i. assisting the notary in drafting notarial acts, as well as in providing legal consultations to clients;
- ii. drafting and signing, as applicable, notarial acts and/or performing notarial actions, in accordance with the provisions of the Law on Notaries, as set forth in a specific authorization act issued by the notary, in the name and on behalf of the latter.

f) Employment admission

The deputy notary is required to submit the following documentation:

- i. a copy of the identification document (passport or ID card);
- ii. a certificate from the local government authorities regarding the place of residence;
- iii. a copy of the employment record book (if any);
- iv. a copy of the Bachelor's degree diploma and the Master of Science diploma, or an equivalent integrated diploma, or for law university studies completed abroad, duly recognized in accordance with the rules for the recognition of diplomas under the applicable legislation;
- v. the completed self-declaration form on criminal status;
- vi. the relevant certificate from judicial and prosecutorial authorities confirming that the applicant is not subject to criminal proceedings or convicted by a final court decision:
 - for a criminal offense committed with intent, for which the applicant has not been rehabilitated;
 - for a criminal offense committed through negligence, for which the applicant has not been rehabilitated and which undermines the image and integrity of the notarial profession;
 - for a criminal offense committed with intent, for which the applicant has been rehabilitated, when such offense undermines the image and integrity of the notarial profession;
- vii. the certificate of successful completion of the admission examination for initial training and the qualification examination.

The contract shall specify the obligation of the deputy notary to, within 15 (fifteen) days from the date of concluding the contract with the notary, deposit with the National Chamber of Notaries and the Ministry of Justice a copy of the contract and the legal documentation required for a deputy notary, as stated above.

g) Working hours

The working hours, including daily, weekly, and monthly duration, shall be carried out in accordance with Law no. 7961, dated 12.7.1995, "Labor Code of the Republic of Albania," as amended. The employment relationship between the deputy notary and the notary with whom they

work is on a full-time basis, and the normal duration of the working week shall not exceed 40 (forty) hours. The contracting parties, relying on the applicable legal and sub-legal provisions, shall determine the amount of hours worked beyond the normal working hours and the corresponding remuneration.

h) Days off and official holidays

The deputy notary shall be entitled to leave as follows:

- i. Saturdays and Sundays;
- ii. in cases of official holidays;
- iii. paid leave for temporary incapacity for work, in accordance with the provisions of the Labor Code.

In certain cases, for work needs and/or upon the notary's request, the deputy notary may work during days off and official holidays. Compensation in such cases shall be made in accordance with the provisions of the Labor Code.

f) Annual leave

The duration of paid annual leave shall be four (4) calendar weeks within the ongoing working year. Annual leave shall not include official public holidays. The duration of paid annual leave shall be determined in proportion to the length of the employment relationship. Where the deputy notary has not completed a full year of employment, the duration of the paid annual leave shall be calculated proportionally to the length of service.

The period for taking annual leave shall be determined by the notary, taking into account the request of the deputy notary, in such a way as not to disrupt the continuity of notarial activities.

In cases where the employment relationship has ended and the deputy notary has not taken the paid annual leave, they shall be entitled to a compensation equal to the corresponding salary for that period.

g) Salary and bonuses

The salary and bonuses to which the deputy notary is entitled shall be determined in the employment contract concluded between the parties in advance, which may be fixed or variable based on the volume of work or on other terms as agreed by the parties. The salary of the deputy notary shall not be lower than one hundred and fifty percent (150%) of the national minimum monthly wage, in accordance with the legislation in force.

The salary of the deputy notary shall be paid once per month. The deputy notary has the right to be informed of the amount of the salary, as well as of any deductions applied thereto for social security contributions, health insurance contributions, income tax, and any other applicable deductions.

If the contracting parties so agree, the notary may grant the deputy notary a special bonus in addition to the salary at the end of the year, taking into account the quality of the work performed or the proper functioning of the notary office in which they perform their duties.

h) General duties of the notary

- to respect and protect, in the context of the employment relationship, the personality and dignity of the deputy notary;
- to provide the deputy notary with the necessary tools and materials for the efficient performance of the assigned duties, and to take all necessary measures to ensure workplace hygiene and protection against hazards such as toxic substances, noise, vibrations, equipment, and others;

- to inform the deputy notary of the risks associated with the work and to provide them with the necessary training to comply with health, safety, and hygiene requirements;
- to comply with the obligations arising from the Labor Code and the legislation in force regarding social security for the deputy notary employed in their office;
- to exercise proper professional supervision over the deputy notary employed in their notarial office, for whom they are responsible;
- to provide legal guidance regarding professional practices and to ensure that the deputy notary effectively acquires the necessary skills for the notarial profession, as provided for in the law on notaries. Special attention shall be given to the acquisition of the fundamental norms of the profession and the principles of professional ethics.

i) Rights and obligations of the deputy notary

The duties of the deputy notary shall include, but shall not necessarily be limited to, the following:

- personally carrying out the tasks assigned by the notary, in the name and on behalf of the latter;
- complying with the general and specific orders and instructions of the notary;
- performing the assigned duties with integrity and professional responsibility, acting objectively, independently, impartially, and with full awareness of ethical and professional obligations;
- bearing responsibility for the legality, correctness, and accuracy of the acts performed in the course of their function, for the complete or partial failure to comply with the notary's orders without justified reason, as well as for improper conduct during the performance of the duties assigned by the notary, for leaving the workplace during working hours, for causing damage to any property of the notary or creating the possibility for such damage, or for actions that undermine the ethical and moral image of the notary;
- avoiding any inappropriate conduct that contravenes applicable legislation and the employment contract, as well as any actions that may harm or cast doubt on their professional and moral reputation;
- rejecting corruption, secret agreements, and any other actions that harm the client or the notary, or that are clearly detrimental to either of them;
- respecting the clients' and interested parties' right to confidentiality by safeguarding all information obtained during the course of their activity, which constitutes professional secrecy.

j) Violations and disciplinary measures

For violations of the legal obligations provided in the law on notaries and in the applicable legislation, as well as for breaches of contractual obligations, disciplinary measures shall be taken against the deputy notary in accordance with Article 27 of the Law “On Notaries”.

k) Personal liability of the deputy notary

The deputy notary shall be liable for any damage caused to third parties in the course of performing their professional duties, where it is established that the damage resulted from their fault. In such cases, the notary, after compensating the injured party, shall have the right to seek reimbursement from the deputy notary for the amount paid. Where both the notary and the deputy notary are found liable for the damage caused to a third party, liability shall be joint and several.

In all cases, compensation for damage shall include loss of profit as well as non-material damage.

l) Termination of the employment contract

The employment contract of the deputy notary may be terminated by the notary only for just cause, in accordance with the provisions of the law on notaries and the Labor Code.

m) Amendments and additions

All rights and obligations set forth in the employment contract may not be transferred to any other entity, except as specified in the introductory part of the contract. The contract may be amended at any time, with the mutual consent of the parties. Any amendment must be made in writing and signed by both parties to this contract.

n) Settlement of disputes

Disputes arising between the notary and the deputy notary, for any misunderstanding, breach, misinterpretation, or incorrect application of the provisions of the employment contract, shall be resolved by the contracting parties amicably and in good faith and/or with the facilitation of the National Chamber of Notaries. The National Chamber of Notaries shall resolve, upon request of either the notary or the deputy notary, any conflicts that may arise between them.

o) Governing law

The employment contract shall be governed by, interpreted, and enforced in accordance with the Labor Code of the Republic of Albania, insofar as not otherwise provided in the law on notaries. For matters not provided for in this contract, the laws in force in the Republic of Albania shall apply.

CERTIFIED TRANSLATOR'S DECLARATION

Date: 18___.08___.2025_____

I, _____ANIDA RAMA_____, certified translator for the ENGLISH__ language, duly certified by the Ministry of Justice under No. 99_ dated 31.07.2024 and registered in the Electronic Register of Certified Translators under No. 99__, hereby declare that I have translated: Order no. 260, dated 30.08.2020 "On the approval of the rules regarding the general conditions for the status of the deputy notary and the mandatory contractual conditions for the employment contract of the deputy notary", from the source language ____ALBANIAN____ into ENGLISH__, accurately, with due diligence, and with full legal responsibility, faithfully preserving the meaning and content of the original text.

Name, surname, and signature

Seal

Postal address: _____

Email address: **anidaymeri@gmail.com**_____

Contact number: **0692360149**_____