



REPUBLIKA E SHQIPËRIË
ENERGY REGULATORY AUTHORITY
BOARD

DECISION

No. 343, Dated 21.12.2022

ON

**APPROVING THE CONTRACT ON THE PROVISION OF SERVICES FOR THE
COMPLIANCE OFFICER OF DISTRIBUTION SYSTEM OPERATOR (DSO)
COMPANY**

Based on Article 16 of Law no. 43/2015, "On Power Sector", as amended; article 15 and article 19, point 1, letter "f", of the Regulation for ERE Organization, Operation and Procedures, approved with the Energy Regulatory Authority (ERE) Board decision no. 96, dated 17.06.2016; point 1.2 and point 2 of the "Compliance Program of the Electricity Distribution System Operator (DSO company) approved with ERE board decision no. 257, dated 21.12.2020; ERE Board on their meeting dated 21.12.2022, after reviewing the report Protocol no. 2094/7 dated 19.12.2022 prepared by the Technical Directories "On approving of the Contract for the provision of services for the Compliance Officer of Distribution System Operator DSO company"

Observed that:

- ERE Board with decision no. 257, dated 21.12.2020, approved the Compliance Program of the Electricity Distribution System Operator (DSO company)
- ERE Board with decision no. 239, dated 22.09.2022, decided to open the procedure on approving of the Contract for the provision of services for the Compliance Officer of the Distribution System Operator (DSO company)
- ERE made the announcement in the written media about the initiation of this procedure (on 24.09.2022 and 26.09.2022) and at the end of the 20 working days term (last date 21.10.2022), there were no comments or recommendations from third parties.
- With official letter Protocol no. 289/6, dated 27.09.2022 ERE informed the Ministry of Infrastructure and Energy (MIE), the Competition Authority (CA) and the Energy Community Secretariat requesting them to express their comments or recommendations within 20 working days.

- Regarding the above mentioned, the Competition Authority was the only one that responded, with official letter Protocol no. 585/2, protocolled at ERE with Protocol no. 289/7 dated 19.10.2022, which stated that this procedure does not contradict law no. 9121, dated 28.07.2003, "On the protection of competition".
- With official letter Protocol no. 289/5 dated 27.09.2022, the Distribution System Operator (DSO company) was informed on this decision, which with the official letter protocolled at ERE with Protocol no. 289/8 dated 31.10.2022, submitted the draft contract with amendments, but without providing any argument on where it was based to propose these amendments.
 - "Compliance Officer" has been replaced by the phrase " Compatibility Officer ". In the draft contract prepared by ERE, the designation "Compliance Officer" was defined, based on the provisions of article 3, point 92, article 72, point 3, letter "b", of law no. 43/2015 "On Power Sector",as amended, as well as the definitions of points 1.2, 2, 3, 10 and 11, of the Compliance Program of DSO company approved with ERE Board decision no. 257, dated 21.12.2020. *In these circumstances, this change of the company in the draft contract is considered not to be accepted.*
 - In the draft contract submitted by DSO company there are amendments in the sentences, which do not change the essence or purpose of these sentences, and since the company has not presented any argument for these amendments, *it is evaluated to not be accepted.*
 - It is also found that in the draft contract there are revisions and changes to the provisions, such as the letters A-D of the draft contract prepared by ERE, the deadline for the submission of the annual report to ERE by the Compliance Officer, the deadline for the confidential obligations of the Compliance Officer after the end of the contract, the date of entry into force and the term of the contract, or in terms of the selection and professional criteria of the Compliance Officer, amendments which have not been justified by DSO company, so it is considered not to be accepted.
 - In addition to the above, in the draft contract submitted as amended by DSO company it results that points 3.1.4-3.1.16, which have detailed definitions regarding the responsibilities of the Compliance Officer, have been removed, respectively; point 6.3, where it is determined what the Official's payment consists of; point 7.5, where it is determined that both Parties agree, that for the purpose of this contract, commercial arbitration should be excluded as a form of dispute settlement; point 9.4, where it is determined that upon the entry into force of the contract, the Compliance Officer shall submit at the Energy Community Secretariat 1 (one) copy of the Contract and its annex, provided in the English language.

Since the company has not presented any argument for removing these provisions from the contract, it is evaluated that these amendments shall not be accepted.

- In the draft contract submitted as amended by DSO company it results that the parts related to the name of the company's administrator (which, however, turns out to have been changed), address, management bodies or other data, have been filled in. .

We clarify that ERE approves the Standard contract and the parts left blank and accompanied by the relevant instruction, are completed when the contract is signed by the parties.

It is evaluated that the amendment that DSO company has done in point 4.1.4 of the draft contract shall be accepted, for the reason that the Compliance Officer monitors the compliance of the distribution system, and as such he should have access to contacts with the participants of the distribution system and not with all other participants of electricity market.

- Also, it is estimated that the amendment that DSO company has made in point 5.5.7 of the draft contract prepared by ERE should be accepted, replacing "10 (ten) year plans" with "long-term plans", as specified in law no. 43/2015 "On Power Sector", as amended, regarding the distribution network development plans.
- In the Contract for the provision of the services of the Compliance Officer of the Distribution System Operator DSO company the rights and obligations of the parties are provided in detail, including the services that the Compliance Officer must provide, the rights of the Compliance Officer, the rights and obligations of DSO company payments and financial obligations for the services of the Compliance Officer, as well as the settlement of disputes. The payment of the Compliance Officer is determined by DSO company.
- This contract shall enter into force on the date it is signed by the parties and the mandate of the Compliance Officer shall start the next working day the next business day after signing. This contract is valid for a period of 3 (three) years from the date of signing. In Annex 1, the selection criteria of the Compliance Officer are included.
- In point 1.2 and point 2 of the Compliance Program it is provided that DSO company determines the Compliance Officer, who is then approved with ERE Board decision.
- For all of the above, within 30 (thirty) business days from the approval of the contract for the provision of services and the selection criteria, the Distribution System Operator (DSO) company must submit at ERE for approval the Compliance Officer, after being appointed by its governing bodies.
- The Distribution System Operator (DSO) company must document at ERE the fulfillment by the Compliance Officer of the criteria defined in Annex 1 of the Contract.

For all of the above mentioned, ERE Board

Decided:

1. To approve the Contract for the provision of the services for the Compliance Officer of Distribution System Operator DSO company (Attached).
2. Within 30 (thirty) business days from this decision on the approval of the Contract, the Distribution System Operator (DSO) company must submit the Compliance Officer to ERE for approval, after being appointed by its governing bodies.

3. The Distribution System Operator (DSO) company shall document at ERE the fulfillment by the Compliance Officer of the criteria defined in Annex 1 of the Contract.
4. This decision is subject to review by ERE.
5. License, Authorisation and Monitoring Directory shall inform DSO company and the interested parties about ERE Board decision.

This decision enters immediately into force.

Each party involved in this procedure can request ERE, within 7 calendar days from the date of the decision, to review the board's decision in case it has provided new evidence that could lead the board to make a decision different from the previous one or for detected material errors. This decision can be appealed to the Tirana Administrative Court, within 30 calendar days from the day of publication in the Official Gazette.

This decision shall be published in the Official Gazette.

ERE CHAIRMAN

Petrit AHMETI

CONTRACT

ON THE PROVISION OF SERVICES FOR THE COMPLIANCE OFFICER OF DISTRIBUTION SYSTEM OPERATOR (DSO) COMPANY

No. [●]

[Tirana], on [●] [●] [2022]

DISTRIBUTION SYSTEM OPERATOR -DSO company, a company validly established and operating under the laws of the Republic of Albania, with Tax ID Number (NIPT) L81530018E, having its official seat in the address [●] (hereinafter – “DSO company”), duly represented by its Administrator [●], acting in accordance with the company statute,

[*Name and surname of the Compliance Officer*], passport number [●], address [●] (hereinafter – “Compliance Officer”), hereinafter collectively referred to as “Parties” and each of them individually as “the Party” taking into consideration:

- A. With the Energy Regulatory Authority (hereinafter ERE) Board decision no. 216, dated 11.10.2018, is approved the transfer of the license for the operation of the electricity distribution system of "Electricity Distribution System Operator" (DSO company), with no. 250, series P14SH, approved with ERE Board decision no. 96, dated 27.10.2014, for the "Distribution System Operator" (DSO) company, valid until 27.10.2044.
- B. DSO company is a legal person, responsible for the operation, maintenance and development of the distribution system, to ensure the long-term ability of the system in fulfilling the reasonable requests for electricity distribution.
- C. ERE Board with decision no. 257, dated 21.12.2020 approved the Compliance Program of DSO company (hereinafter “the Program”).
- D. DSO company appointed the Compliance Officer with the approval of (relevant body) Decision No. [●] of date [●] and approved with ERE Board Decision No[●] of date [●].

DSO company and the Compliance Officer sign this Contract for the Provision of Services of the Compliance Officer (hereinafter – “the Contract”) according to the following terms and conditions.

1. SUBJECT OF THE CONTRACT

- 1.1. By this contract the Parties hereby agree that the Compliance Officer shall provide its services to the DSO acting within the competence and in accordance with the definitions of Law no. 43/2015 “On Power Sector” as amended (hereinafter- the Law) other applicable legal acts, the Compliance Program and this Contract, whereas the DSO shall ensure the implementation of necessary measures for the Compliance Officer to be able to provide its services and shall pay for such services.
- 1.2. The Compliance Program of DSO company was approved with ERE Board Decision no. 257, dated 21.12.2020. By signing this contract, the Compliance Officer confirms that he understands and agrees with the provisions of the Program, its binding nature, obligations and rights that arise in the implementation of the provisions of this Program.

- 1.3. This Contract shall be deemed as a commercial contract for the provision of services according to the terms and conditions stipulated in the Civil Code of the Republic of Albania and other applicable legal acts. General provisions regulating civil and commercial relations between the Parties shall be applied to this Contract without any prejudice to the implementation of special requirements established by the Law.

2. QUALIFICATIONS AND INDEPENDENCE OF THE COMPLIANCE OFFICER

- 2.1. Before signing this Contract, the Compliance Officer must meet the selection criteria reflected in Annex 1.
- 2.2. The Compliance Officer shall be independent in providing its services to DSO company. Independence of the Compliance Officer shall be ensured during the entire term of validity of this Contract and following its termination, as specified herein below:
 - 2.2.1. The Compliance Officer shall not perform any other professional duty and shall not be allowed to either directly or indirectly perform any other function or participate in business or be a business partner with any part of the vertically integrated undertaking or with its majority shareholders or with any undertaking engaged in electricity activity other than electricity distribution:
 - 2.2.1.1. during the entire term of validity of this Contract;
 - 2.2.1.2. for a period of at least 4 (four) years after the termination of this Contract;
 - 2.2.2. The Compliance Officer shall hold no economic interest or take financial benefits directly or indirectly, from the vertically integrated undertaking or any part thereof, or from any undertaking engaged in electricity activity other than electricity distribution.
- 2.3. The Compliance Officer shall refuse any instruction or request from DSO company, its corporate bodies, managers, employees, any other representative who is or potentially may be in conflict with the mandate and/or independence of the Compliance Officer, or from any other body that audits/controls DSO.
- 2.4. In cases where the required status of independence, professional qualities change during the term of the validity of this Contract, the Compliance Officer shall without delay, but in any case not later than the next business day after it became aware of such change, inform DSO company Administrator on the respective change and provide written explanations, justifying documentation and, where necessary remedying solutions.
- 2.5. In the case referred to in Paragraph 2.4, the Compliance Officer shall temporarily withdraw from its position until the DSO (relevant body) shall take the decision on further cooperation with the Compliance Officer or apply at ERE to approve the dismissal of the Compliance Officer. Where necessary, the DSO (relevant body) may consult ERE before making its decision.

3.SERVICES OF THE COMPLIANCE OFFICER

- 3.1. The Compliance Officer shall be in charge of monitoring the implementation of the Compliance Program and for reporting on such implementation under the terms and conditions stipulated in the Law and the Compliance Program. In particular, the Compliance Officer shall provide the following services:
 - 3.1.1. continuous monitoring of the implementation of the legal obligations of the Compliance Program as well as it's necessary changes or revisions;
 - 3.1.2. elaboration of an annual report, setting out the measures taken in order to implement the Compliance Program, and submission of this report to ERE and the Energy Community Secretariat within 31 March of the following year;
 - 3.1.3. continuous reporting to competent corporate bodies of the DSO and issuing recommendations on the Compliance Program and its implementation;
 - 3.1.4. reporting to the [relevant body] of the DSO and the managerial staff of the DSO regarding possible disputes within the implementation of the Program, and
 - 3.1.5. preparing written measures and proposals to fix such issues, including recommendations for internal guidelines;
 - 3.1.6. investigation of potential or existing conflict of interest of DSO managers and employees, provision of consultations with regard to the prevention of such potential and remedying existing conflict of interest, as well as provision of proposed solutions for the necessary remedial measures;
 - 3.1.7. notifying ERE of any substantial breaches with regard to the implementation of the Compliance Program in case that they are not adjusted within a reasonable term.
 - 3.1.8. attending the meetings of the DSO relevant bodies and, where relevant, consulting participants at respective meetings on the requirements of the Compliance Program, in cases where such meetings address the following matters:
 - 3.1.8.1. conditions for access to the distribution system and use of the distribution network, capacity allocation and transparency,
 - 3.1.8.2. projects in implementation related to the operation, maintenance and development of the distribution system
 - 3.1.8.3. Electricity purchase and sale for the need of covering losses in the distribution network, etc.
 - 3.1.9. submitting proposals to the DSO competent corporate bodies, following prior approval by ERE, as regards the lon-term distribution network development plan or individual investments in the distribution network;
 - 3.1.10. monitoring the DSO Compliance with the provisions of the Law and the Compliance Program regulating confidentiality in the activities of DSO company;
 - 3.1.11. monitoring legislative and regulatory amendments relevant for the application and implementation of the Compliance Program.

- 3.1.12. providing consultations in relation to drafting and approving DSO internal acts and reflecting the legal and regulatory amendments in these acts;
 - 3.1.13. monitoring the list of authorizations for access to the online transactions or actions (including access to the DSO databases) posing a risk of disclosure of commercially sensitive information possessed by the DSO;
 - 3.1.14. responding to the questions of the DSO's managers and employees regarding the Compliance Program;
 - 3.1.15. instructing the DSO managers and employees for the Compliance Program and its implementation;
 - 3.1.16. coordinating communication with ERE, other competent authorities, electricity market participants and/or other third parties with regard to the implementation of the Compliance Program.
- 3.2. The list of services to be provided by the Compliance Officer, as elaborated in Paragraph 3.1, shall be considered as finite. Any other services may be included only if clearly based on the provisions of the Law or the Compliance Programme by amending this Contract.
 - 3.3. The Compliance Officer, while providing its services to the DSO, shall be bound by the confidentiality obligations equal to those of the DSO's managers and employees as established under the Compliance Program. Confidentiality obligations shall be fully valid during the entire mandate of the Compliance Officer and for the period of 4 (four) years after the termination of this Contract. Failure by the Compliance Officer to comply with the confidentiality obligations shall be considered as a material breach of this Contract.
 - 3.4. All results of the services provided by the Compliance Officer pursuant to Paragraph 3.1 shall be presented in a written or oral form, as required by the essence of respective services, unless a specific form of reporting by the Compliance Officer is required under the Compliance Program or this Contract.
 - 3.5. All documents prepared by the Compliance Officer shall be in Albanian. Annual report elaborated by the Compliance Officer shall be translated to English for its submission to the Energy Community Secretariat.

4. THE RIGHTS OF THE COMPLIANCE OFFICER

- 4.1. In order to comply with its obligations for the provision of services to the DSO pursuant to paragraph 3.1, the Compliance Officer shall have the right to:
 - 4.1.1. demand for adequate financial and organizational conditions enabling the Compliance Officer to provide its services in an efficient manner;
 - 4.1.2. require for cooperation from the DSO's managers and employees where necessary for due implementation of the Compliance Programme;
 - 4.1.3. access to all relevant data and to the premises of the DSO, as well as any related companies. The Compliance Officer shall have access to the premises of the DSO

without prior notice;

- 4.1.4. access to all contracts concluded by the DSO with other participants of the energy market, network users and other third parties, and to relevant source documents (commercial offers, statements of acceptance, memoranda, invoices, etc.);
 - 4.1.5. to participate in all the meetings of the relevant bodies of the DSO company, except those referred to in Point 3.1.8., which the Compliance Officer is obliged to attend;
 - 4.1.6. attend the meetings of the DSO managers and employees that he deems are important to fulfill his duty including those related to the daily activity of the company;
 - 4.1.7. provide its opinion regarding any proposed DSO's internal document or action with regard to their compliance with applicable legal acts, including any legal and regulatory changes at stake, and with the Compliance Program.
- 4.2. The Compliance Officer also enjoys other rights, which are not referred to in Point 4.1, but come as a result of the obligations imposed by the Law and/or the Compliance Program, arising from the need for the proper performance of the services and their fulfillment according to the mutual consent between the Parties.
- 4.3. The parties must ensure, through mutual cooperation, that all rights of the Compliance Officer are properly met in accordance with the objectives of the Compliance Program.

5. RIGHTS AND OBLIGATIONS OF DSO COMPANY

- 5.1. The members of the [*relevant body/bodies*] and the general managers of DSO company have the right to ask the Compliance Officer to provide the services at the right time and according to the terms and conditions established in the Law, in the Compliance Program and in this Contract.
- 5.2. The responsible bodies of DSO company referred to in Point 5.1, may request at any time from the Compliance Officer to submit written explanations or reports on the provision of services and the status of the implementation of the Compliance Program.
- 5.3. DSO company, its managers, employees and/or other authorised representatives shall have a right to submit requests to the Compliance Officer with regard to the practical implementation of the Compliance Program.
- 5.4. The instructions, requirements or any other action of the DSO manager, employees and/or other authorised representatives shall not be in conflict with the mandate and/or independence of the Compliance Officer.
- 5.5. In order to ensure the adequate conditions for the Compliance Officer to carry out its duties and fulfill its rights under this Contract, the DSO is obliged:
 - 5.5.1. provide the Compliance Officer with a fully equipped office at the DSO's premises and ensure that the Compliance Officer receives all office tools (including stationary, computer, communication equipment, etc.) and administrative support necessary for the provision of its services;
 - 5.5.2. pay for the services provided by the Compliance Officer as required under Section

6;

- 5.5.3. instruct its managers and employees on the obligation to cooperate with the Compliance Officer as necessary for the implementation of the Compliance Program. This obligation shall be clearly provided out in respective contracts and/or instructions of the DSO's managers and employees.
 - 5.5.4. provide the Compliance Officer with an unrestricted access to all relevant data, contracts and to the DSO's premises, and to all the information necessary for carrying out its obligation;
 - 5.5.5. support the Compliance Officer by providing necessary data, information and assistance in an accurate and timely manner;
 - 5.5.6. inform the Compliance Officer of scheduled and unscheduled meetings of the DSO's corporate bodies, managers and/or employees, and provide with all materials necessary to participate at those meetings. Such information and materials shall be provided in due time before the meetings;
 - 5.5.7. involve the Compliance Officer to discussions on the long-term transmission network development plan, drafting of internal acts and other operational issues, as well as any structural or corporate amendments.
 - 5.5.8. inform the Compliance Officer on any alleged violations of the Compliance Program, existing or potential conflict of interest of the DSO's managers or employees, alleged violations of the confidentiality obligations and other occurrences which may have an effect on due implementation of the Compliance Program.
- 5.6. Obligations referred to in Paragraph 5.5 shall be carried out by the DSO Administrator or its other managers or employees in compliance with their competence and mandate. Each DSO's manager and employee shall have a right to refer to the Compliance Officer with regard to the implementation of the Compliance Program and shall be obliged to report any alleged violations thereto.
- 5.7. Rights and obligations of the DSO which are not expressly referred to in this Section 5, but which are prudently deriving from the Law and/or the Compliance Program as necessary for due performance by the Compliance Officer and provision of its services shall be fulfilled under mutual consent between the Parties.

6. REMUNERATION OF SERVICES FOR THE COMPLIANCE OFFICER

- 6.1. Remuneration for services provided by the Compliance Officer shall not be based on any performance evaluations by the DSO's managers. The Compliance Officer shall be remunerated under the terms and conditions of this Contract.
- 6.2. Monthly payment for the services of the Compliance Officer shall be [●] ALL
- 6.3. The payment referred to in point 6.2 must be exclusive of taxes and other deductions. If they are required to be imposed according to the legal acts in force, taxes, levies and deductions, including those related to employment, must be compensated separately from DSO company.

- 6.4. All the necessary expenses, carried out in order to fulfill the obligations according to Point 5, shall be borne by the DSO, and shall not have an effect on the salary for the services provided by the Compliance Officer.

7. LIABILITIES AND DISPUTE SETTLEMENT

- 7.1. The Parties shall be liable for due implementation of this Contract under the terms and conditions stipulated in the Law, and further to the Compliance Program.
- 7.2. In case of a material breach of this Contract, each Party may claim for the direct losses incurred to be compensated by the guilty Party. Such losses shall be calculated and justified under the terms and conditions stipulated in applicable legal acts.
- 7.3. All disputes arising from this Contract or those related to its implementation must be resolved by mutual understanding and consultation between the Parties.
- 7.4. In the event that the dispute is not resolved according to the provisions of Section 7.3, each Party has the right to apply at ERE for the resolution of the dispute, based on its procedures for the resolution of disputes, or may apply to the relevant court of the Republic of Albania.
- 7.5. Both Parties agree that, for the purposes of this Contract, commercial arbitration shall be excluded as a form of dispute settlement.

8. VALIDITY OF THE CONTRACT

- 8.1. Contract shall enter into force on the date it is signed by the Parties and the Compliance Officer's mandate shall begin on the next working day after signing.
- 8.2. This contract is valid for a period of 3 (three) years from the date of signing.
- 8.3. All amendments to this Contract shall be made following a mutual agreement between the Parties, inter alia taking into account relevant legislative changes and those of the Compliance Program. Any amendments to this Contract shall come into force subject to their approval by ERE
- 8.4. This Contract may be terminated before the end of the term of its validity, as specified in Paragraph 8.2, only in the following cases:
 - 8.4.1. at request of the Compliance Officer following its written notification to the DSO Administrator at least 2 (two) months prior to the notified date of termination;
 - 8.4.2. at the initiative of DSO in the event that the Compliance Officer does not implement the provisions provided for in the Law, the Compliance Program and this Contract;
 - 8.4.3. Based on a mutual agreement between the Parties.
- 8.5. In the case of the employment relations between DSO and the Compliance Officer, any of the causes and reasons permitted by the Labor Law of the Republic of Albania may be

applied for dismissal of the Compliance Officer other than those corresponding to Paragraph 8.4.

- 8.6. Before the end of its mandate, whether due to the end of the term of validity of this Contract or its premature termination in line with Paragraph 8.4, the Compliance Officer shall prepare a comprehensive list of the documents under its possession, necessary written explanations and final report of its activities which shall be submitted to DSO Administrator.
- 8.7. The decision on the termination of this Contract and, as a consequence, the dismissal of the Compliance Officer, must be taken by the [relevant body] of DSO company clearly explaining the reasons for terminating the contract. This decision must be approved by ERE.

9. FINAL PROVISIONS

- 9.1. This Contract shall be drafted, interpreted and enforced in accordance with the laws of the Republic of Albania.
- 9.2. This Contract is concluded in Albanian, in 3 (three) equally binding copies, i.e. one copy for each of the Parties and one for submission to ERE.
- 9.3. Annex 1 is attached to the contract as an integral part of it, which includes the Selection Criteria of the Compliance Officer of the Distribution System Operator (DSO) company.
- 9.4. Upon entry into force of this Contract, the Compliance Officer shall submit at the Energy Community Secretariat 1 (one) copy of the Contract and its annex in English.

10. THE NECESSARY CONDITIONS (REQUISITES) AND THE SIGNATURE FROM THE PARTIES

- 10.1. All communication between the parties shall be processed based on the following contact and the necessary conditions (requisites):

DSO company

[address]

[telephone number and email address]

Compliance Officer

[address]

[telephone number and email address]

[bank account and bank details]

**On behalf of Distribution System
Operator (DSO) company**

On behalf of the Compliance Officer:

Approved by ERE:

ERE Board Decision No [•] of date [•] [•] 2022

ANNEX 1

SELECTION CRITERIA OF THE COMPLIANCE OFFICER OF THE DISTRIBUTION SYSTEM OPERATOR (DSO) COMPANY

The professional and qualifying criteria of the Compliance Officer of DSO company are as follows:

- Possess a "Master of Science" degree or equivalent in legal studies/economics/electrical engineering. Even the "Bachelor" level degree must be in one of these fields.
- Have work experience of at least 3 (three) years in the profession, of which at least 1 (one) year in the power sector.
- Excellent knowledge of the English language
- To be previously unconvicted for committing a criminal offense.
- Have good analytical and communication skills, as well as the ability to reflect and prioritize a wide and diverse field according to the tasks provided for in the Contract for the provision of Compliance Officer Services and the Compliance Program.