The Middle Eastern and African Arbitration Review 2019

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A Global Arbitration Review Special Report

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The Middle Eastern and African Arbitration Review 2019

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Global Arbitration Review is the leading resource on international arbitration news and community intelligence, read by leading lawyers, academics, economic consultants, arbitration centres and in-house counsel. We deliver on-point daily news, surveys and features, which give our subscribers the most readable explanation of all the cross-border developments that matter. In the past year, we have published exclusive interviews with judges around the world, unearthed nuggets from court hearings and released several original surveys.

Complementing our news service and GAR Live events, we also work with leading practitioners to provide the front-line view on important topics in international dispute resolution. *The Middle Eastern and African Arbitration Review 2019* provides exclusive thought leadership, direct from pre-eminent practitioners. Across 15 chapters spanning 95 pages, the review gathers the expertise of over 30 different leading figures from 16 different firms. Contributors are vetted for international standing and knowledge of complex issues before being approached.

In this edition, our experts consider energy arbitrations in the Middle East and mining arbitrations in Africa, and provide guidance on dealing with expert evidence. Additionally, a chapter on the discounted cash flow approach sheds light on the assessment of damages.

Furthermore, our expert panel consider the landscape for investment arbitration involving African states, the Voluntary Arbitration Law in Angola, increasing foreign direct investment in Mozambique, award enforcement in Nigeria and the long-awaited implementation of the UAE Federal Arbitration Law, heralding a much-needed overhaul of UAE arbitration legislation.

The Middle Eastern and African Arbitration Review is annual and will expand each edition. If you have a suggestion for a topic to cover or would just like to find out how to contribute please contact insight@globalarbitrationreview.com.

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Angola

Filipe Vaz Pinto, Ricardo do Nascimento Ferreira and Renata Valenti
Morais Leitão, Galvão Teles, Soares da Silva & Associados and ALC Advogados

Introduction

According to the World Bank statistics, Angola had a population of 29.78 million in 2017 and a gross domestic product of US$124.2 billion.

Notwithstanding the recent slowdown, caused mostly by the decrease in oil prices, Angola has experienced an exponential growth of its economy since the end of the civil war in 2002, having attempted to create conditions to become more attractive to investments, both domestic and international, in several economic areas in recent years. According to the World Bank, foreign direct investments in Angola reached their peak in 2015 with US$9.2 billion, compared to US$1.7 billion in 2002 when the civil war ended. Since 2015, the amount of foreign direct investment has been decreasing, but there is an expectation that it will improve again in the near future.

The country's development in the recent years, in line with Africa's general economic performance, has not, however, been entirely matched by an expeditious and resourceful judicial system, capable of duly responding to the growing number of disputes that any developing economy generates.

Therefore, in recent years, Angola's legal community has been demonstrating an increasing interest in the use of arbitration as an alternative means of dispute resolution between companies and individuals, and also involving the state and other public entities. This is reflected in the many general and sectorial legal instruments providing for and promoting the use of arbitration. In addition, an arbitration community is developing in Angola, demonstrated by the increase of discussion forums on arbitration and by the growing relevance given to arbitration by universities and other scientific institutions.

Arbitration in Angola

The Voluntary Arbitration Law

Angola's first substantial step in its efforts to promote the use of arbitration began just a little over a year after the end of the civil war, when Angola's National Assembly approved the Voluntary Arbitration Law (Angolan Arbitration Law), which was enacted through Law No. 16/03 of 25 July 2003.

The Angolan Arbitration Law was greatly inspired by the former Portuguese Voluntary Arbitration Law of 1986 and, although it does not perfectly mirror the Model Law on International Commercial Arbitration of UNCITRAL, it follows many of its principles and rules.

The Angolan Arbitration Law generally admits the arbitrability of disputes pertaining to disposable rights, provided that these disputes are not subject, by special law, to the exclusive jurisdiction of judicial courts or to mandatory arbitration. Regarding any disputes involving the state or other legal persons of public law, the Angolan Arbitration Law establishes that these entities may enter into arbitration agreements:

- when the relevant dispute concerns a private law relationship;
- in administrative contracts; or
- in other cases specifically provided by law (article 1 of the Angolan Arbitration Law).

In an arbitration agreement or in a subsequent document, the parties may agree on relevant matters pertaining to the arbitration, such as the rules of the arbitration proceedings and the seat of arbitration (articles 16 and 17 of the Angolan Arbitration Law). In this respect, the parties may choose to apply the rules of an arbitral institution. If an agreement concerning these matters is not reached by the parties before the acceptance of the first-appointed arbitrator, the arbitrators will be responsible for determining the rules of the proceedings and the seat of arbitration.

Article 19 of the Angolan Arbitration Law provides that the parties may be represented or assisted by a lawyer.

The parties may also agree, in the arbitration agreement or in a subsequent document, that the ruling of the case be made according to equity or usage and custom, both national or international (article 24 of the Angolan Arbitration Law). Otherwise, the arbitral tribunal shall rule according to the applicable law. When a decision is based on usage and custom, the arbitral tribunal is, in any case, subject to the principles of Angolan public order.

Moreover, the parties may agree, again in the arbitration agreement or in a subsequent document, on a deadline for the issuance of the arbitral award (article 25 of the Angolan Arbitration Law). In case nothing is specifically agreed by the parties in that respect, the law establishes that the award must be rendered within a period of six months after the acceptance of the last-appointed arbitrator. Experience shows that this is a very tight deadline, and, therefore, it is wise for the parties and the arbitrators to agree on a more realistic time limit for the issuance of the arbitral award.

Furthermore, according to the Angolan Arbitration Law, and in line with most arbitration laws, the arbitration proceedings are subject to fundamental principles of due process, including the principle of equality of the parties and the adversarial principle (article 18 of the Angolan Arbitration Law).

Arbitral awards produce the same effects as judicial decisions rendered by state courts and are enforceable when condemnatory (article 33 of the Angolan Arbitration Law).

Contrary to many laws and regulations on voluntary arbitration and also to the UNCITRAL Model Law on International Commercial Arbitration, the default rule under the Angolan Arbitration Law for domestic arbitrations is that arbitral awards are appealable on the merits to local courts under the same terms as judicial decisions, unless the parties have previously waived the right to appeal (article 36 of the Angolan Arbitration Law). Such waiver may result from the referral to institutional arbitration rules that exclude the possibility of appeal. This is obviously an issue that must be carefully considered at the stage of drafting the arbitration agreement. In cases where the parties allow the arbitral tribunal to rule according to equity, the award is unappealable.

In any event, the arbitral award may be set aside for one of the reasons specified in the Angolan Arbitration Law for that purpose, notably when:

- the dispute is not arbitrable;
- the award is rendered by an arbitral tribunal with no jurisdiction;
- the arbitration agreement has expired; or
- the award lacks the statement of grounds (article 34 of the Angolan Arbitration Law).

Unlike the right to appeal, the right to request the setting aside of the award cannot be waived by the parties.

The Angolan Arbitration Law distinguishes domestic arbitration and international arbitration and also applies to the latter. Article 40 of the Angolan Arbitration Law defines international arbitration as the arbitration that brings into play the interests of international trade, namely where:

- the parties to an arbitration agreement have their domiciles in different states when the arbitration agreement is entered into;
- the place of arbitration, the place where a substantial part of the obligations resulting from the legal relationship from which the dispute arises or the place with which the conflict has a closer connection is not located in the state where the parties are domiciled; or
- the parties have expressly agreed that the object of the arbitration agreement is connected to more than one state.

In the context of international arbitration, the parties may agree on the language of the arbitration, and, if no agreement is reached between the parties, the arbitral tribunal will determine the language to be used in the proceedings (article 42 of the Angolan Arbitration Law).

Moreover, the arbitral tribunal applies to the case the substantive law agreed to by the parties. If such agreement does not exist, the arbitral tribunal applies the substantive law resulting from the relevant conflict of law rules. The tribunal may only decide according to equity or resort to amiable composition when the parties have expressly authorised it to do so, and must, in any case, respect the usages and customs of international trade applicable to the object of the arbitration agreement (article 43 of the Angolan Arbitration Law).

Contrary to domestic arbitration, the Angolan Arbitration Law establishes the default rule that arbitral awards rendered in the context of international arbitration are not appealable, unless the parties have agreed on the possibility of appeal and set the terms of that appeal (article 44 of the Angolan Arbitration Law). This rule is in line with the best practices in international arbitration.

Subject to the above-mentioned rules specifically applicable to international arbitration, and in the absence of further regulation agreed to by the parties, international arbitration is regulated by the same provisions applicable to domestic arbitration (article 41 of the Angolan Arbitration Law).

Institutional arbitration

In the context of promoting and facilitating the use of arbitration, it is also worth mentioning Decree No. 4/06 of 27 February 2006, which concerns the creation of arbitration centres. This decree grants to the Minister of Justice the powers to authorise the creation of those centres and establishes the respective licensing procedures.

The possibility of institutional arbitration was already established in article 45 of the Angolan Arbitration Law. Institutional arbitration is seen in Angola as an important alternative means for resolving disputes because it provides certainty, predictability and legal security to legal relationships through a system that is both flexible and controlled, considering that it operates under the auspices of an institution.

To this date, some arbitration centres have already been authorised in Angola, including

- the Centre for Extrajudicial Dispute Resolution (CREL);
- the Angolan Centre for Arbitration of Disputes (CAAL);
- the CEFA Arbitration Centre;
- the Harmonia Dispute Resolution Centre;
- the Arbitral Juris; and
- the Mediation and Arbitration Centre of the Angolan Industrial Association (CAAIA).

Unfortunately, to date, many of these centres seem to have been engaging in little arbitral activity.

Special regimes

In further effort to support the use of arbitration and recognising the lack of resources and celerity of the judicial system, as well as the benefits of alternative means of dispute resolution, the Angolan government approved, in 2006, Resolution No. 34/06 of 15 May 2006, which reaffirmed the purpose of promoting the use of alternative means of dispute resolution, such as mediation and arbitration, and that the resolution of disputes between the state and any private party through such alternative means should be actively proposed and accepted by the state.

This openness to arbitration is patent in several sectorial regimes that mention arbitration as a legitimate means of resolution of the disputes that may arise under their scope.

In this context, the Petroleum Activities Law, approved through Law No. 10/04 of 12 November 2004, establishes the rules of access to and performance of petroleum operations in Angola. Article 89 of this law indicates that strictly contractual disputes that may arise between the competent ministry and the licensees, or between the National Concessionary and its associates, are subject to arbitration, as provided in the relevant licences or contracts. However, that same provision imposes that the arbitral tribunal be seated in Angola, apply Angolan law and conduct the arbitration in Portuguese, Angola's official language.

Another important regime is the Private Investment Law, approved by Law No. 10/18 of 26 June 2018, which defines the principles underlying private investment in Angola and regulates the benefits and aids provided by the Angolan state to private investors, as well as their rights, duties and guarantees. Article 15 of this law states that disputes regarding disposable rights may be resolved through alternative means of dispute resolution, notably negotiation, mediation, conciliation and arbitration, provided that no special law submits those disputes to the exclusive jurisdiction of judicial courts or to mandatory arbitration.

Other relevant sectorial legal regimes that also mention the possibility of resorting to arbitration include the following:

- the Securities Code, approved by Law No. 22/15 of 31 August 2015, in its articles 131 and 223;
- the Legal Regime of Compensatory Measures, approved by Law No. 20/16 of 29 December 2016, in its article 26; and
- the Law on Public-Private Partnerships, approved by Law No. 2/11 of 14 January 2011, in its article 20.

The entry into force of the New York Convention

In 2017, Angola took a significant step towards becoming a more arbitration-friendly country by acceding to the New York

Convention on the Recognition and Enforcement of Foreign Arbitral Awards. The process of ratification began with Resolution No. 38/2016, published in the Official Gazette of the State on 12 August 2016.

Angola made a reservation to the application of this convention, stating that, on the basis of reciprocity, it will only apply the convention in cases where the arbitral awards are rendered in the territory of another state that is both a party to the Convention and a state recognised by the state of Angola.

Therefore, since 4 June 2017, the date of entry into force of the New York Convention in Angola, the recognition and enforcement in Angola of arbitral awards rendered in states that are also party to the New York Convention will be subject to the rules and procedures established in the New York Convention, supplemented, where necessary and compatible with the New York Convention, by the rules of the Angolan Civil Procedure Code.

Furthermore, under article II of the New York Convention, Angolan courts must recognise and enforce arbitration agreements that satisfy the conditions established in the Convention. If legal proceedings concerning a matter subject to an arbitration agreement are brought before Angolan courts, the court, at the request of one of the parties, shall decline jurisdiction, unless it finds that the arbitration agreement is null and void, inoperative or incapable of being performed.

Investment arbitration in Angola

Angola is obviously not new to the protection of foreign investments and has introduced several reforms to encourage those investments. Moreover, Angola has taken some steps towards arbitration in the context of investment disputes, although the more recent reforms seem to call for a paradigm shift.

First, as stated above, the Private Investment Law is an important legal instrument to foster and protect investments in Angola, including by foreign investors. This law grants to foreign investors, with some variations, many of the most common standards of protection, such as protection of private property and against expropriation, full protection and security and free transfer of investment-related funds.

Article 15 of this law grants to investors the right to resort to Angolan courts for purposes of protecting their rights and interests. As explained above, this provision also contemplates the possibility of arbitration to resolve disputes concerning disposable rights arising from this law. The former Private Investment Law required an arbitration to take place in Angola and to be governed by Angolan law both as to the substance of the case and to the conduct of the proceedings, but these restrictions were not transposed to the new law.

Second, Angola is a party to five bilateral investment treaties (BITs) that are currently in force with the following countries: Italy, Cape Verde, Germany, Russia and Brazil. Those bilateral investment treaties establish the typical set of rights and guarantees granted to foreign investors, including fair and equitable treatment, compensation for expropriation, national and most favoured nation treatment and non-discrimination. The limited size of Angola's network of BITs requires a careful structuring of investments to be able to benefit from the protection of a treaty.

Regarding investor-state dispute settlement provisions, there are some differences between the BITs listed above. These are outlined below.

- BIT with Italy: where amicable discussions fail, the next step is:
  - dispute resolution by the judicial courts of the host state,
  - ad hoc arbitration under the UNCITRAL Arbitration Rules; or
  - institutional arbitration before ICSID and under the ICSID Convention, provided both Angola and Italy are parties to this convention (this option is not applicable given that Angola is not a party to the ICSID Convention).
- BIT with Cape Verde: failing the amicable discussions:
  - ad hoc arbitration; or
  - institutional arbitration before ICSID and under the ICSID Convention, provided both Angola and Cape Verde are parties to this convention (also not applicable given that Angola is not a party to the ICSID Convention);
- BIT with Germany: failing the amicable discussions:
  - dispute resolution by the judicial courts of the host state,
  - ad hoc arbitration under the UNCITRAL Arbitration Rules;
  - institutional arbitration before ICSID and under the ICSID Convention, provided both Angola and Germany are parties to this Convention (again not applicable given that Angola is not a party to the ICSID Convention); or
  - institutional arbitration before ICSID and under the ICSID Additional Facility Rules, provided at least one of the states (Angola or Germany) is a party to the ICSID Convention (this option applies because Germany is a party to the ICSID Convention).
- BIT with Russia: failing the amicable discussions:
  - dispute resolution by the judicial courts of the host state,
  - ad hoc arbitration under the UNCITRAL Arbitration Rules, unless the parties choose other rules,
  - institutional arbitration before ICSID and under the ICSID Convention, provided both Angola and Russia are parties to this Convention (not applicable as Angola is not a party to the ICSID Convention); or
  - institutional arbitration before ICSID and under the ICSID Additional Facility Rules, if both Angola and Russia or at least one of these states are not a party to the ICSID Convention.

As stated, Angola is not a member of the ICSID and is not a party to the ICSID Convention. However, as mentioned above, at least in the case of the BIT with Germany, there can be an ICSID arbitration involving Angola and German investors under the ICSID Additional Facility Rules, which allow for an ICSID arbitration even when the host state is not a party to the ICSID Convention.

Angola has also entered into other bilateral investment treaties with other states, but those have not yet entered into force. An example is the BIT between Angola and Portugal, which was signed around 10 years ago but is not yet in force, although the expectation is that it may become effective shortly.

The BIT between Angola and Portugal also provides for amicable discussions to resolve investment disputes and, failing such discussions, it provides for:

- dispute resolution by the judicial courts of the host state,
- ad hoc arbitration under the UNCITRAL Arbitration Rules,
- institutional arbitration before ICSID and under the ICSID Convention;
- if one of the states (Angola or Portugal) is not a party to the ICSID Convention (which is the case of Angola), institutional arbitration before ICSID and under the ICSID Additional Facility Rules; or

- any other institutional arbitration or ad hoc arbitration under any other arbitration rules.

Through Decree No. 122/14 of 4 June 2014, Angola approved model provisions for BITs to be executed by Angola in the future (some authors call it Angola's model BIT). These provisions continue to include some of the main rights typically granted to foreign investors under investment treaties. However, according to Angola's model BIT and contrary to the BITs currently in force between Angola and foreign states, those rights are no longer enforceable through investor-state arbitration, but rather through consultations between the contracting states and, in case of failure of those consultations, through state-to-state dispute resolution via the International Court of Justice.

In this context, the Cooperation and Facilitation Investment Agreement signed between Angola and Brazil on 1 April 2015, which is also already in force (as mentioned above), is a first example of a new generation of BITs after the approval of the 'model BIT' through the referred Decree No. 122/14. Contrary to the other BITs in force between Angola and foreign states, this new agreement with Brazil no longer provides for investor-state arbitration, but rather for state-to-state arbitration.

Still in the context of investment protection, Angola is not a member of the Organization for the Harmonization of Business Law in Africa, which aims at promoting investment and arbitration as an instrument for the settlement of contractual disputes. However, Angola is a member of the Multilateral Investment Guarantee Agency (MIGA) and of other international treaties with investment provisions.

Furthermore, the ratification and entry into force of the New York Convention, as described above, is also another major step towards the protection of foreign investors in Angola, as it will allow foreign investors to resolve their investment disputes through arbitration outside Angola and to then have any foreign arbitral awards recognised and enforced in Angola. This is especially relevant considering that Angola is not a party to the ICSID Convention, that arbitration proceedings under the ICSID Additional Facility Rules can only be held in states that are parties to the New York Convention and that the awards made under the ICSID Additional Facility Rules are subject to the recognition and enforcement regime of the New York Convention.

Conclusion

Notwithstanding the efforts resulting from all the general and special laws, regulations and other legal instruments favourable to arbitration and the existence of an emerging arbitral community, the reality is that the arbitral culture in Angola is still at an early stage.

Some of the reforms introduced by the Angolan government are very recent and still need to be implemented. The same applies to the entry into force of the New York Convention, which is certainly a landmark in Angola's steps towards the promotion of foreign investment and the openness to arbitration, but still requires testing in practice. In any event, there seems to be a clear tendency for commercial arbitration to continue to grow in Angola.

Regarding investment arbitration, a paradigm shift can already be observed, with investor-state arbitration already being excluded from the most recent investment treaty signed by Angola, which may pose certain risks.

At a time when many call for the end of investment arbitration, with several proposals being presented for the implementation of a more judicial-based system (as opposed to an arbitration-based system) to resolve investment disputes, and with the example of countries such as South Africa that are terminating many of their BITs with other countries, it remains to be seen how Angola will cope with the need to catch up in its development in terms of promotion and protection of private investment and, at the same time, to follow the international trends regarding the resolution of investment disputes.

With special thanks to Maria Almeida e Silva, associate and member of the litigation and arbitration team at Morais Leitão.

Filipe Vaz Pinto
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Filipe Vaz Pinto became a partner of Morais Leitão in 2014. He coordinates one of the dispute resolution teams, working essentially in arbitration, particularly international arbitration.

He acts as counsel in domestic and international arbitrations in a variety of industry sectors, including aviation, banking, construction, defence, energy, food and beverage, infrastructures, insurance, media and advertising, mining, public-private partnerships, transfers of technology and trusts.

He also acts as arbitrator and has acted as arbitral secretary in domestic and international arbitrations.

Filipe Vaz Pinto is vice president of the Commercial Arbitration Centre of the Portuguese Chamber of Commerce and Industry, a member of the International Chamber of Commerce (ICC) Arbitration Commission, as well as of the Executive Commission of the Portuguese Committee of ICC. He is also vice president of the General Assembly of the Portuguese Arbitration Association.

He regularly participates as lecturer in postgraduate courses on arbitration and participates as speaker in seminars and conferences.

In 2015, Filipe was awarded with the '40 under Forty Award' organised by *Iberian Lawyer*, which distinguishes 40 lawyers under the age of 40 in Portugal and Spain.

Ricardo do Nascimento Ferreira
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Ricardo do Nascimento Ferreira joined Morais Leitão in 2005.

He is a member of the litigation and arbitration team, working in several areas of civil and commercial law and on contentious and non-contentious matters of intellectual property and pharmaceutical law, notably involving patents, trademarks and copyright. He assists and represents national and foreign clients in pre-litigation matters and conducts and participates in domestic and multi-jurisdictional judicial and arbitration proceedings.

Ricardo began his activity with the firm in the corporate and M&A and capital markets team, having participated in several mergers, acquisitions and other corporate transactions.

He collaborates on academic and teaching activities at the Nova Law School and is author of legal writings published in Portuguese and foreign legal reviews.

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Morais Leitão, Galvão Teles, Soares da Silva & Associados (Morais Leitão) is a leading full-service law firm in Portugal, with a solid background of decades of experience. Broadly recognised, Morais Leitão works in several branches and sectors of the law on national and international level. The firm's reputation among both peers and clients stems from the excellence of the legal services provided.

With a team comprising over 250 lawyers at a client's disposal, Morais Leitão is headquartered in Lisbon with additional offices in Porto and Funchal. Due to its network of associations and alliances with local firms and the creation of the Morais Leitão Legal Circle in 2010, the firm can also offer support through offices in Angola (ALC Advogados), Hong Kong and Macau (MdME Lawyers) and Mozambique (HRA Advogados).

The Morais Leitão international arbitration team focuses on arbitration connected to Portuguese-speaking countries. Team members have strong and diversified academic and cultural backgrounds, in-depth knowledge of the relevant industry sectors and fluency in several languages, including English, Spanish, French, German and Portuguese.

Morais Leitão has a strong tradition in international arbitration that goes back more than 25 years and its members have been consistently recognised for the quality of their services.

Renata Valenti
ALC Advogados

Renata Valenti joined ALC Advogados in 2017 and has vast experience supporting the establishment of Angolan and international companies in the Angolan market, mainly in corporate, employment, real estate and private investment matters.

She provides legal assistance on acquisitions and sales of shareholdings, joint venture contracts, real estate sale and purchase contracts, works contracts, among others.

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ALC Advogados is a market leader law firm in Angola. Recognised by the excellence of its work, innovation capacity and ethical and deontological values, ALC Advogados combines profound local knowledge with its remarkable international experience.

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