The Middle Eastern and African Arbitration Review 2021

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A Global Arbitration Review Special Report

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Welcome to *The Middle Eastern and African Arbitration Review 2021*, one of *Global Arbitration Review*'s annual, yearbook-style reports.

Global Arbitration Review, for those not in the know, is the online home for international arbitration specialists everywhere. We tell them all they need to know about everything that matters.

Throughout the year, *GAR* delivers pitch-perfect daily news, surveys and features, organises the liveliest events (under our GAR Live and GAR Connect banners) and provides our readers with innovative tools and know-how products.

In addition, assisted by external contributors, we curate a series of regional reviews – online and in print – that go deeper into the regional picture than the exigencies of journalism allow. *The Middle Eastern and African Arbitration Review*, which you are reading, is part of that series. It recaps the recent past and provides insight on what these developments may mean, from the pen of pre-eminent practitioners who work regularly in the region.

All contributors are vetted for their standing before being invited to take part. Together they provide you the reader with an invaluable retrospective. Across 128 pages they capture and interpret the most substantial recent international arbitration developments, complete with footnotes and relevant statistics. Where there is less recent news, they provide a backgrounder – to get you up to speed, quickly, on the essentials of a particular seat.

This edition covers Angola, Egypt, Lebanon, Mozambique, Nigeria, Qatar, Saudi Arabia, Turkey and the UAE, and has overviews on energy arbitration, investment arbitration, mining arbitration, damages (from two perspectives) and virtual hearings.

Among the nuggets you will encounter as you read:

- a helpful chart setting out the largest awards affecting Africa and the Middle East, recently;
- the admonition to expect a wave of restructurings of energy projects locally, and even formal insolvency proceedings;
- a data-led breakdown of investor-state disputes in Africa starting from 2013;
- the revelation that a number of Africa-related mining disputes-opted to pause proceedings rather than attempt virtual hearings when the pandemic struck;
- a brisk summary of the extra considerations that covid-19 has introduced into damages calculation;
- an in-depth analysis of Angola's BITs and the modernisation of BITs in the region more generally; and
- a clear-eyed commentary on recent Nigerian court decisions, some of which are 'not entirely satisfactory'.

Plus, much much more.

We hope you enjoy the review. I would like to thank the many colleagues who helped us to put it together, and all the authors for their time. If you have any suggestions for future editions, or want to take part in this annual project, *GAR* would love to hear from you. Please write to insight@globalarbitrationreview.com.

David Samuels
Publisher
May 2021

Angola

Filipe Vaz Pinto, Ricardo do Nascimento Ferreira and Frederico de Távora Pedro
Morais Leitão, Galvão Teles, Soares da Silva & Associados and ALC Advogados

In summary

As one of the fastest growing economies in the first two decades of the 21st century, Angola has become, in spite of some recent setbacks, one of the most attractive destinations for foreign investment. However, its exponential growth since the early 2000s has not been fully accompanied by the development of a fast, effective judicial system. Further, because of that, a more arbitration-friendly culture has been, and still is, under development in the Angolan legal culture.
With this article, the authors intend to demonstrate some of the means through which the development of this culture is being achieved, as well as to provide the reader with an overview of the achievements and difficulties that arbitration in Angola has faced since the inception of the Voluntary Arbitration Law in 2003.

Discussion points

- In recent years, the development of Angola has not been entirely matched by an expeditious and resourceful judicial system.
- Angola's legal community has been demonstrating an increasing interest in the use of arbitration as an alternative means of dispute resolution.
- The Angolan Arbitration Law was greatly inspired by the former Portuguese Voluntary Arbitration Law of 1986 and follows many of the principles and rules of the Model Law on International Commercial Arbitration of UNCITRAL.
- In the context of promoting and facilitating the use of arbitration, Angola has authorised the creation of arbitration centres.
- The Angolan Executive also 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 sectoral regimes that mention arbitration as a legitimate means of resolution of the disputes that arise under their purview.
- Angola is, as of 2017, a member of the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards. However, Angola is not a member of the ICSID nor a party to the ICSID Convention, in spite of being a party to six bilateral investment treaties (BITs) that are currently in force.

According to the World Bank statistics, Angola has a population of 31.8 million, while having recorded a gross domestic product of US$88.8 billion in 2019.

Notwithstanding the recent slowdown, caused mostly by the decrease in oil prices – on which the Angolan economy is still dependent – Angola has experienced exponential economic growth since the end of the civil war in 2002, having created conditions to become more attractive to investments, both domestic and international, in several economic areas. In spite of that, according to the Statistical Bulletin published by the National Bank of Angola (BNA) on 19 January 2021,[1] after a period of recovery in terms of net foreign direct investment (FDI) in Angola that started in 2017, when FDI reached US$8.7 billion, 2019 recorded an FDI of just US$2.7 billion. This negative trend appears to have continued in 2020, considering that (also likely due to the global pandemic that started during the first quarter of the year) a net FDI of minus US$2.7 billion is expected.[2]

The country's development in 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. Nevertheless, the Angolan Executive is focused on enhancing the efficiency of the judicial system and on the modernisation of its legal framework, with measures such as the adoption of new legislation (eg, a new Criminal Code, a new Criminal Procedure Code, and the approval of a new Insolvency and Company Reorganisation Law).

Angola's legal community has been demonstrating an increasing interest in the use of arbitration as an alternative means of dispute resolution not only between companies and individuals, but also involving the state and other public entities. This is reflected in the many general and sectoral legal instruments providing for and promoting the use of arbitration. In addition, an arbitration community is growing in Angola, which is demonstrated by the increase in discussion forums on arbitration and by the growing relevance given to arbitration by universities and other scientific institutions. Similar initiatives are also being launched by the Angolan Bar Association and local law firms.

In addition, in August 2019, an ambitious privatisation programme known as PROPRIV was approved by Presidential Decree No. 250/19, which enshrines the full or partial privatisation of over 190 companies that are either public companies or companies where the state holds equity. This privatisation programme started in late 2019 and the corresponding privatisation procedures of the companies listed therein are scheduled for execution up until 2022. An update to that privatisation programme was approved in February 2021, through Presidential Decree No. 44/21. Considering the hefty negotiation procedures that the PROPRIV might entail and the contracts that might be entered into between the state and investors, there is an additional need for investors to have their rights assured by a quick, neutral and

specialised access to justice if a dispute arises, and therefore the introduction of arbitration agreements into such contracts will most certainly be a reality.

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 (the 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 public entities, the Angolan Arbitration Law establishes that these bodies 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).

According to articles 16 and 17 of the Angolan Arbitration Law, the parties may agree on relevant matters pertaining to the arbitration (such as the rules of the arbitration proceedings and the seat of arbitration) in the arbitration agreement or in any subsequent written document. The parties may agree on the rules of the procedure and are entitled to submit the procedure to the rules provided by a given arbitral institution. Should this agreement not be reached by the parties before the acceptance of the first-appointed arbitrator, the arbitrators will be responsible for establishing the rules of procedure.

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 and 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 six months of 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).

Additionally, article 19 of the Angolan Arbitration Law provides that the parties may be represented or assisted by a lawyer, which has in the past led to the understanding that it should be a lawyer registered with the Angolan Bar Association.

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). Additionally, and as discussed further below, Angola acceded in 2017 to the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards.

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 a 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, according to article 34 of the Angolan Arbitration Law, 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.

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 substantive law applicable to the case will be the one agreed to by the parties. If such an 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).

In contrast to domestic arbitration, the Angolan Arbitration Law establishes as a default rule that arbitral awards rendered in the context of international arbitration are unappealable, 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 best practice in international arbitration.

Other than the above-mentioned specific rules, and in the absence of further regulation agreed to by the parties, international arbitration proceedings are 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 the Minister of Justice and Human Rights powers to authorise the creation of such centres and establishes their 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, in that it operates under the auspices of an institution.

To date, seven arbitration centres have already been authorised in Angola, including:

- the Centre for Extrajudicial Dispute Resolution;
- the Angolan Centre for Arbitration of Disputes;
- the CEFA Arbitration Centre;
- the Harmonia Dispute Resolution Centre;
- the Arbitral Juris;
- The Centre for Mediation and Arbitration of Angola; and
- the Mediation and Arbitration Centre of the Angolan Industrial Association.

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 Executive 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 purview.

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 requires 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 provided by 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 sectoral 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 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 Angola.

Therefore, since the 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 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 not new to foreign investments and has introduced several reforms to encourage those investments (such as the PROPRIV approved in 2019 and updated in February 2021). 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 and contemplates the possibility of arbitration as a means to resolve disputes related to the breach of the rights established

therein. 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 six bilateral investment treaties (BITs) that are currently in force, entered into with the following countries: Italy, Cape Verde, Germany, Russia, Portugal and Brazil. These BITs 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 the investor to carefully structure its investments in order 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 resolution through 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 resolution through 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 resolution through 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;
- BIT with Portugal: failing resolution through 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;
  - 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.

As stated, Angola is not a member of the ICSID and is not a party to the ICSID Convention. Indeed, despite it being broadly discussed and several news reports indicating that the Angolan Executive has decided to accede to the ICSID Convention, Angola is not yet a party thereto. However, as mentioned above, as 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 BITs with other states, but those have not yet entered into force.

Through Presidential 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 in contrast 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. In the event of failure of those consultations, the dispute shall be solved 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 the first example of a new generation of BITs following approval of the model BIT under Decree No. 122/14. Unlike 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.

Also 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.

Angola is also a member of several multilateral treaties that establish either arbitration clauses or other alternative dispute resolution mechanisms. One example of these treaties is the Cotonou Agreement, signed between the European Union and the African, Caribbean and Pacific Group States, in which Angola participates via the Southern African Development Community. This agreement advises the contracting parties entering into investment agreements to thoroughly study the main clauses aimed at protecting the investment, including, among other things, the provision for international arbitration in the event of any disputes between the investor and the host state. Moreover, the Cotonou Agreement also establishes that the signatory states shall cooperate and support each other in the necessary economic and

institutional reforms and policies that contribute to the creation of a safe environment for the investment. One of the areas where this cooperation is specifically foreseen is the modernisation and development of mediation and arbitration systems. The Cotonou Agreement also submits any dispute between the signatory parties arising from its interpretation or application to a Council of Ministers. If the Council of Ministers is not successful in solving the dispute, either party may request that the matter be referred to arbitration, and the procedure to be applied, unless the arbitrators decide otherwise, shall be the one that is established in the regulation of the Permanent Court of Arbitration for International Organisations and States.

Finally, 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 despite 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 Executive are very recent and still need to be tested in real-life circumstances. 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 openness to arbitration but still requires testing in practice. In any event, there seems to be a clear trend 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 are calling for the end of investment arbitration to resolve investment disputes (with several proposals for the implementation of a more judicial-based rather than arbitration-based system), it remains to be seen how Angola will tackle the development, promotion and protection of private investment while also following international tends regarding investment dispute resolution.

Notes

1 Available at https://www.bna.ao/uploads/%7Bed9793a1-395f-4804-917a-dea0ed00651b%7D.pdf.

2 Based on BNA estimates in September 2020.

Filipe Vaz Pinto
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Filipe Vaz Pinto has been a partner of Morais Leitão since 2014. He co-heads the Morais Leitão litigation and arbitration department and focuses his practice on 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 is also regularly appointed as arbitrator.

Until recently, Filipe Vaz Pinto was a vice president of the Commercial Arbitration Centre of the Portuguese Chamber of Commerce and Industry and is now a board member of the Portuguese Arbitration Association and of the International Chamber of Commerce (ICC) Arbitration Commission, as well as the Executive Commission of the Portuguese Committee of ICC.

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

He is listed by *Who's Who Legal: Arbitration* as a 'Future Leader (Partner)'. In 2015, Filipe Vaz Pinto was honoured in the 'Forty under 40 awards', 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. Ricardo has been a partner since 2020 and, since 2018, he has led one of the litigation and arbitration teams within the department. He also co-leads Morais Leitão intellectual property department, where he is responsible for intellectual property litigation.

He works in judicial and arbitration proceedings in several areas of civil and commercial law and in contentious and non-contentious matters of intellectual property and pharmaceutical law, notably involving patents. 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 is an arbitrator at the Portuguese Arbitration Centre for Industrial Property Disputes, and also at the Oporto Institute of Commercial Arbitration.

He is a co-chair of the Under 40 Commission of the Portuguese Arbitration Association, a member of the Intellectual Property Commission of the International Chamber of Commerce in Portugal and a member of the editorial board of *Lisbon Arbitration by Morais Leitão*.

Ricardo is currently listed by *Who's Who Legal: Arbitration* as a Future Leader and has been consistently listed in *Best Lawyers* and other directories.

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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.

Frederico de Távora Pedro
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Frederico de Távora Pedro joined Morais Leitão in 2019 and has experience in supporting the establishment of Angolan and international companies in the Angolan market and assisting them in many day-to-day issues in the fields of corporate law and regulation, as well as arbitration and other dispute resolution mechanisms.

He also provides legal assistance on acquisitions and sales of shareholdings, joint venture contracts, private investment matters, infrastructures, energy, among others.

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