



MIDDLE EAST AND AFRICA ARBITRATION REVIEW 2022

Published by Global Arbitration Review in association with

Al Tamimi & Company
ASAR – Al Ruwayeh & Partners
AudreyGrey
Clifford Chance
CRCICA
FTI Consulting
Matouk Bassiouny & Hennawy

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Sultan Al-Abdulla & Partners'
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The Middle Eastern and African Arbitration Review 2022

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This article was first published in April 2022

For further information please contact insight@globalarbitrationreview.com

Published in the United Kingdom
by Global Arbitration Review
Law Business Research Ltd
Meridian House, 34-35 Farringdon Street, London, EC4A 4HL
© 2022 Law Business Research Ltd
www.globalarbitrationreview.com

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ISBN: 978-1-83862-860-4

Printed and distributed by Encompass Print Solutions
Tel: 0844 2480 112

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Clifford Chance LLP

Preface

Welcome to *The Middle Eastern and African Arbitration Review 2022*, 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 290 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, Ghana, Kuwait, Lebanon, Mozambique, Nigeria, Qatar, Saudi Arabia and the UAE, and has overviews on energy arbitration, investment arbitration, mining arbitration, damages (from two perspectives) and virtual hearings.

A close read of these reviews never disappoints. Among the nuggets this reader noted were:

- African governments are keener than ever to advance mining projects, for various reasons. To that end, some seem more willing to settle disputes;
- China's investment in renewables infrastructure exceeded its investment in fossil fuels in 2021;
- Egypt is home to a new sports-arbitration provider;
- someone with a criminal record can sit as an arbitrator in Egypt – if all parties agree;
- Egypt's court of cassation has reversed a worrying appeal court ruling that had seemed to allow annulment of awards where damages were disproportionate to the harm suffered;
- courts in Kuwait are growing more resistant to the 'no authority to sign an arbitration clause' defence;
- Chinese investment in Lebanon is on the increase;
- Nigeria's Supreme Court has gone out on a limb to decry frivolous challenges to arbitral awards – calling it a 'disturbing trend', *obiter dicta*;
- 84 teams took part in the most recent running of the Saudi Center for Commercial Arbitration's Arab Moot Competition; and
- although it's not fully clear-cut, Abu Dhabi onshore courts may be falling in line with case law from Dubai on 'apparent authority' to conclude arbitration agreements, which would be helpful. As ever though in both emirates the picture is a bit mixed.

And much, much more – I particularly commend this year's overviews, which are packed with useful stuff.

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. Please note all the content in this volume predates unfortunate events in Ukraine – so you won't see mention of that.

David Samuels

Publisher, Global Arbitration Review

April 2022

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 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. In this article, the authors demonstrate some of the means through which the development of this culture is being achieved and provide the reader with an overview of the achievements and difficulties that arbitration has faced since the inception of the Voluntary Arbitration Law in 2003.

DISCUSSION POINTS

- Angola's development
- Arbitration law and the growing arbitration culture
- Creation of arbitration centres
- Special regimes in relation to arbitration
- Accession to and ratification of the ICSID Convention

REFERENCED IN THIS ARTICLE

- Angolan Voluntary Arbitration Law
- Angola's bilateral investment treaties (BITs)
- Cotonou Agreement
- New York Convention
- ICSID Convention
- UNCITRAL Model Law on International Commercial Arbitration

According to the World Bank statistics,¹ Angola has a population of 32.8 million people and recorded a gross domestic product of US\$58.3 billion in 2020.

Notwithstanding the recent slowdown, 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 9 December 2021,² 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\$1.7 billion. In 2020, there was a small increase in FDI to US\$1.9 billion, with the first half of 2021 recording an FDI of US\$824.7 million.

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 branch 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, the amendment of the Private Investment Law, a new General Regime of Financial Institutions and a new Legal Framework for Security over Moveable Assets).

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

1 Available at the World Bank's website at <https://data.worldbank.org/country/angola>.

2 Available at the National Bank of Angola's website at <https://www.bna.ao/#/banco/pesquisado/340/Relat%C3%B3rios>.

therein are scheduled for execution up until 2022. A new update to that privatisation programme was approved in July 2021, through Presidential Decree No. 182/21. Considering the lengthy 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 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

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 UNCITRAL Model Law on International Commercial Arbitration, 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 policy.

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). If 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 is a party to the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (the New York Convention) and has recently ratified its accession to the ICSID Convention.

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 between domestic arbitration and international arbitration, and is also applicable 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, which are:

- 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 a further effort to support the use of arbitration and in recognition of the lack of resources and agility of the judicial system, as well as the benefits of alternative means of dispute resolution, the executive branch approved Resolution No. 34/06 of 15 May 2006. This Resolution 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 and amended by Law No. 10/21 of 22 April 2021, which defines the principles underlying private investment in Angola and regulates the benefits and aid 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;
- the General Regime of Financial Institutions, approved by Law No. 14/21 of 19 May 2021, in its article 43; and

- the Law on Public-Private Partnerships, approved by Law No. 11/19 of 14 May 2019, in its article 20.

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. The process of ratification began with Resolution No. 38/2016, published in the Official Gazette on 12 August 2016.

Angola made a reservation regarding the application of the 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 last updated in July 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 nine bilateral investment treaties (BITs) that are currently in force, having ratified three new BITs in 2021. As such, Angola is presently a party to BITs with Spain, Turkey, the United Arab Emirates (UAE), 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 Spain – failing resolution through amicable discussions:
 - dispute resolution by the competent judicial court of the territory in which the investment was located;
 - ad hoc arbitration under the UNCITRAL Arbitration Rules; or
 - institutional arbitration before ICSID and under the ICSID Additional Facility Rules, if one of the states is not a party to the ICSID Convention.
- BIT with Turkey – failing resolution through amicable discussions:
 - dispute resolution by the competent judicial court of the territory in which the investment was located;
 - institutional arbitration before ICSID;
 - ad hoc arbitration under the UNCITRAL Arbitration Rules.
- BIT with the UAE – failing resolution through amicable discussions:
 - institutional arbitration before ICSID; or
 - ad hoc arbitration under the UNCITRAL Arbitration Rules.
- BIT with Italy – failing resolution through amicable discussions:
 - 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.
- 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.
- 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; 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.
- 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; 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 is not a party to the ICSID Convention, 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.

Angola has also entered into 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 (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 not 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 to promote 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 African, Caribbean and Pacific countries, 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.

The Cotonou Agreement was extended in 2021 and is expected to be replaced by the 'post-Cotonou Agreement', which has already been signed by the chief negotiators of the European Union and the African, Caribbean and Pacific countries.

Accession to the ICSID Convention

After a protracted period, the President of the Republic of Angola published Letter of Accession No. 1/21 of 21 October 2021, through which the accession of Angola to the ICSID Convention was ratified. However, there is, as yet, no record of this ratification instrument having been deposited before ICSID, which is the last step for accession to the Convention.

By acceding to the ICSID Convention, Angola accepts that foreign investors from an investor state may have the right to bring an international investment arbitration against Angola, as host state, conducted before ICSID, thus giving potential foreign investors a layer of protection that may be decisive on their decision to invest. Therefore, accession to the ICSID Convention is another milestone in Angola's plan to create an attractive legal environment for foreign investment, and to boost and diversify the economy.

Angola's accession to the ICSID Convention is another major step towards the protection of foreign investors in the country, as it allows foreign investors to submit their investment disputes to arbitration proceedings outside Angola.

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 executive branch are relatively recent and still need to be tested in real-life circumstances. The same applies to the entry into force of the New York Convention and the accession to the ICSID Convention, which are certainly landmarks in Angola's steps towards the promotion of foreign investment and openness to arbitration, but still require testing in practice. In any event, there seems to be a clear trend for commercial arbitration to continue to grow in Angola.

At a time when many are questioning whether investment arbitration is coming to an end as a means to resolve investment disputes (especially since the *Achmea* ruling), Angola has been taking decisive steps towards the development and modernisation of its legal framework, with the recent ratification of the ICSID Convention being proof of its commitment to create an environment that is more friendly to investors and arbitration.

**FILIPE VAZ PINTO**

Morais Leitão, Galvão Teles, Soares da Silva & Associados

Filipe Vaz Pinto has been a partner at Moraes Leitão since 2014. He co-heads the Moraes 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

Morais Leitão, Galvão Teles, Soares da Silva & Associados

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

He is a regular speaker at conferences and academic events related to litigation, arbitration and intellectual property.



FREDERICO DE TÁVORA PEDRO

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Frederico de Távora Pedro joined Moraes 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.

Frederico has also been a consultant for ALC Advogados since 2019.



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), Cape Verde (VQP Advogados) and Mozambique (MDR 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.

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ALC Advogados is a market-leading law firm in Angola. Recognised for 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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ALC Advogados is the exclusive member firm of the network *Morais Leitão Legal Circle* for Angola.

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ISBN 978-1-83862-860-4