

**International
Comparative
Legal Guides**



Practical cross-border insights into shipping law

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Expert Analysis Chapter

1

Net Zero and Decarbonisation in Shipping

Anthony Menzies & Joanne Waters, DAC Beachcroft LLP

Q&A Chapters

7

Angola

VdA, in association with ASP Advogados: José Miguel Oliveira, Marcelo Mendes Mateus, Francisco Campos Braz & Bernardo Kahn

15

Argentina

Venetucci Maritime: Francisco J. Venetucci

21

Belgium

Kegels | Advocaten: André Kegels

32

Brazil

LP LAW | LOPES PINTO ADVOGADOS ASSOCIADOS: Alessander Lopes Pinto

38

Chile

Tomasello y Weitz: Leslie Tomasello Weitz

44

Cuba

Q.E.D INTERLEX CONSULTING SRL: Luis Lucas Rodríguez Pérez

51

Cyprus

Montanios & Montanios LLC: Yiannis Papapetrou

59

Dominican Republic

Q.E.D INTERLEX CONSULTING SRL: Luis Lucas Rodríguez Pérez

66

Egypt

Eldib Advocates: Mohamed Farid, Ahmed Said & Ahmed Fahim

72

France

Richemont Delviso: Henri Najjar

80

Ghana

Ferociter: Augustine B. Kidisil, Paa Kwame Larbi Asare, Matilda Sarpong & Samuel Pinaman Adomako

87

Greece

Hill Dickinson International: Maria Moisdou & Alexander Freeman

94

Hong Kong

Tang & Co. (in association with Helmsman LLC, Singapore): Tang Chong Jun & Vinca Yau

102

India

Mulla & Mulla and Craigie Blunt & Caroe: Shardul J Thacker

112

Indonesia

Ali Budiardjo, Nugroho, Reksodiputro: Emir Nurmansyah & Ulyarta Naibaho

118

Israel

Harris & Co. Maritime Law Office: Adv. Yoav Harris & Adv. John Harris (1940–2023)

126

Japan

Mori Hamada & Matsumoto: Hiroshi Oyama, Fumiko Hama & Yoshitaka Uchida

135

Korea

Jipyong LLC: Choon Won Lee & Dahee Kim

143

Malta

Dingli & Dingli: Dr. Tonio Grech & Dr. Fleur Delia

149

Mozambique

VdA in association with GDA Advogados: José Miguel Oliveira, Kenny Laisse, Francisco Campos Braz & António Pestana Araújo

157

Nigeria

Bloomfield LP: Adedoyin Afun & Michael Abiiba

165

Norway

Kvale Advokatfirma DA: Kristian Lindhartsen

172

Panama

Arias, Fábrega & Fábrega: Jorge Loaiza III

187

Poland

Rosicki, Grudziński & Co.: Maciej Grudziński & Piotr Rosicki

195

Portugal

Morais Leitão, Galvão Teles, Soares da Silva & Associados: Claudia Santos Cruz & Manuel Freitas Pita

201

Spain

Kennedys Law: José Pellicer & Paula Petit

208

Sweden

Advokatfirman Vinge: Michele Fara, Ninos Aho, Paula Bäckdén & Anders Leissner

215

Taiwan

Lee and Li, Attorneys-at-Law: Daniel T.H. Tsai

223

Turkey/Türkiye

TCG Fora Law Office: Sinan Güzel

231

United Kingdom

Ince & Co.: Martin Dalby & Reema Shour

239

USA

Seward & Kissel LLP: Bruce G. Paulsen, Hoyoon Nam & Brian P. Maloney

246

Venezuela

Sabatino Pizzolante Abogados Marítimos & Comerciales: José Alfredo Sabatino Pizzolante & Iván Darío Sabatino Pizzolante

Portugal

Morais Leitão, Galvão Teles, Soares da Silva & Associados



Claudia Santos Cruz



Manuel Freitas Pita

1 Marine Casualty

1.1 In the event of a collision, grounding or other major casualty, what are the key provisions that will impact upon the liability and response of interested parties? In particular, the relevant law / conventions in force in relation to:

(i) Collision

The following international conventions are enforceable in Portugal:

- 1910 International Convention for the Unification of Certain Rules of Law Related to Collision Between Vessels;
- 1952 International Convention for the Unification of Certain Rules concerning Civil Jurisdiction in Matters of Collision;
- 1952 International Convention for the Unification of Certain Rules relating to Penal Jurisdiction in Matters of Collision or other Incidents of Navigation;
- 1972 International Regulations for Preventing Collisions at Sea (“COLREGS”); and
- International Convention on Maritime Search and Rescue, signed in Hamburg on 27 April 1979.

There is no specific domestic legislation applicable to collision.

(ii) Pollution

The following international conventions are enforceable in Portugal:

- the Convention for the Unification of Certain Rules Relating to Maritime Liens and Mortgages, Brussels, 10 April 1926;
- the Convention upon the Limitation of the Liability of Owners of Sea-Going Ships, Brussels, 10 October 1957; and
- the Nairobi International Convention on the Removal of Wrecks (“WRC”) of 2007.

In addition, Portugal is also subject to the European maritime legislation in force.

At a national level, Decree-Law No 202/98, of 10 July 1998, provides for a strict liability, i.e., the owner, unless proven to the contrary, is liable for any damage caused as a consequence of an action or omission of any of the people working on board the vessel.

(iii) Salvage / general average

Decree-Law No. 15/94, of 22 January 1994, which created the National Maritime Research and Rescue System (*Sistema Nacional para a Busca e Salvamento Marítimo*) is applicable in the event of a salvage, as well as the International Convention on Maritime Search and Rescue (“SAR”).

Portugal is not a party to the International Convention on Salvage.

(iv) Wreck removal

Portugal is not a signatory of the Nairobi WRC 2007. Consequently, the removal of wrecks is governed by national law, specifically Decree-Law No. 64/2005, of 15 March 2005.

(v) Limitation of liability

Several international conventions are enforceable in Portugal, as follows:

- 1924 International Convention for the Unification of Certain Rules relating to the Limitation of the Liability of Owners of Sea-Going Vessels;
- 1957 International Convention relating to the Limitation of the Liability of Owners of Sea-Going Vessels and its 1979 Protocol (the “1957 Convention”); and
- Brussels Convention 1924 on the unification of certain rules of law relating to bills of lading (the Hague Rules).

On a national level, special attention must be given to Decree No. 18/2017, of 16 June 2017, which includes the 1976 Convention on Limitation of Liability for Maritime Claims in the Portuguese jurisdiction and Decree-Law 352/86 of 21 October 1986 (as amended), which transposed into Portuguese law certain provisions contained in the Visby Protocol.

Moreover, Article 12 of Decree-Law 202/98, provides that in addition to the limitation of liability provisions included in international conventions which Portugal is party to, the owner can limit its liability to the vessel and to the freight at risk by abandoning the vessel to its creditors and establishing a limitation of liability fund.

(vi) The limitation fund

Decree No. 49029, of 26 May 1969, provides the procedure and requirements for establishing a limitation fund applicable to the entities foreseen under article 6 of the 1957 Convention, who intend to benefit from the limitation of liability foreseen under said Convention.

The limitation fund can be established in any way admitted in the law and the applicant must indicate in the application to be filled before the court, the following:

- the fact that resulted in the damages;
- the amount of the limitation fund calculated in accordance with article 3 of the 1957 Convention;
- how the fund will be established; and
- the quantity of the reserve in accordance with article 3.4 of the 1957 Convention, if applicable.

In addition, the following documents must be accompanied with the application:

- a list of the known creditors entitled to participate in the fund, including a reference to their residence/headquarters and amount of credit; and
- elements to justify the calculation of the amount of the limitation fund.

Conversely, a vessel's owner can constitute a limited liability fund under which it abandons the vessel to its creditors.

1.2 Which authority investigates maritime casualties in your jurisdiction?

The Aeronautical Meteorology Authority and Maritime Accident Investigation Office ("GAMA"), created by means of Decree No. 236/2015, of 14 October 2015, is the governmental body in charge of investigating and responding to maritime casualties. The logistical and administrative support essential to the functioning of GAMA is provided by the Directorate-General for Sea Policy.

1.3 What are the authorities' powers of investigation / casualty response in the event of a collision, grounding or other major casualty?

In accordance with article 8 of Law no. 18/2012, of 7 May 2012, while investigating marine casualties, GAMA in collaboration with the other authorities has a wide scope of powers to investigate the casualties and collect means of evidence, as well as to order the necessary searches and technical analysis and studies before the competent technical authorities, which includes, amongst others:

1. requesting from the competent maritime search and rescue centre all information regarding the accident deemed relevant for the technical investigation;
2. requesting the Portuguese Institute of Sea and Atmosphere, I. P., preparing a report of the meteorological situation and of the meteorological information available at the time of the accident or incident;
3. requesting the judicial, maritime or police authorities, without prejudice of the judicial investigation, the preservation, custody and surveillance of the site and wreckage and the authorisation to carry out, as soon as possible, the necessary examinations and studies concerning the persons and material remains of any kind related to the accident;
4. requesting the judicial, maritime or police authorities to identify the witnesses already heard by them;
5. requesting the police authorities to carry out alcohol or drug tests on the persons involved in the accident; and
6. questioning witnesses.

Please note that the abovementioned actions may be declined by the judiciary authorities in order to preserve the ongoing criminal investigation.

2 Cargo Claims

2.1 What are the international conventions and national laws relevant to marine cargo claims?

The 1924 International Convention for the Unification of Certain Rules of Law relating to Bills of Lading ("Hague Rules") are applicable in Portugal.

Conversely, Portugal has signed the International United Nations Convention on the Carriage of Goods by Sea, 1978 (the "Hamburg Rules"). However, these rules are not in force under

the Portuguese jurisdiction because Portugal did not ratify this Convention.

Moreover, on a national level, Decree-Law No. 352/86, of 21 October 1986 (as amended), updated the applicable framework, which applies on a subsidiary basis to the Hague Rules, also covering a number of issues that fall outside the scope of these Rules. In addition, this Law also transposed into the Portuguese jurisdiction the limitation period of two years arising from the Hamburg Rules.

2.2 What are the key principles applicable to cargo claims brought against the carrier?

Under the Hague Rules, the shipper who is still in possession of the bill of lading, the consignee who has the bill of lading transferred to him or the subsequent holder of the bill of lading who has the bill indorsed to him have the right to bring a claim within one year, provided it is able to show that it has suffered loss or damage arising from the carrier's actions or omissions.

As such, the carrier is liable *vis-à-vis* the consignee in relation to the loading, handling, stowage, carriage, custody, care and discharge of such goods.

The claimant will have a bill of lading evidencing the type, quantity and condition of the goods that were received by the carrier, which shall be *Prima Facie Evidence*.

In addition, the carrier loses the right to limit its liability if it is proved that the damage resulted from an act or omission of the carrier done with the intent to cause damage, or recklessly and with knowledge of the damage that would probably result.

2.3 In what circumstances may the carrier establish claims against the shipper relating to misdeclaration of cargo?

As per the Hague Rules, the Shipper has the obligation to guarantee the carrier of the accuracy at the time of the shipment of the description of the goods. Failing to do so results in the shipper being liable towards the carrier for all loss, damages and expenses arising or resulting from inaccuracies in such particulars.

In accordance with article 4.2 of Decree-Law No. 352/86 of 21 October 1986, a carrier may bring forward a claim against the shipper for misdeclaration of cargo.

2.4 How do time limits operate in relation to maritime cargo claims in your jurisdiction?

Under the Hague Rules, the claimant has one year to initiate proceedings against the carrier pursuant to contracts of carriage of goods, counting from the delivery of goods or the date on which they should have been delivered. Notwithstanding, the parties may agree to extend such time limit by means of an agreement.

Where the Hague Rules do not apply, Article 27.2 of Decree-Law No. 352/86, of 21 October 1986, establishes that the claims arising from damage to cargo must be filed within two years, counting from the claimant knowing of the damage.

3 Passenger Claims

3.1 What are the key provisions applicable to the resolution of maritime passenger claims?

Portugal ratified the 2002 Protocol to the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea,

dated 13 December 1974, which set out the framework for maritime passenger claims and contains a strict liability system for shipping-related incidents.

Accordingly, article 3 specifies that carrier is liable for any personal injury, death or loss, damage to luggage – if the same occurred during the period of carriage and as a result of fault or neglect of the carrier or his servants or agents. Moreover, article 13.1 of the Convention excludes the carrier's right to limit liability if it is proved that the damage resulted from an act or omission of the carrier done with the intent to cause such damage, or recklessly and with knowledge that such damage would probably result, such limitation is extended to him or the agents when sued in their own capacity and the damage resulted from their own intention or recklessness.

Notwithstanding, the limitations on liabilities available to the owners in respect of passengers' claims are those provided under articles 7 and 8 of the aforementioned convention.

In addition, Regulation (EC) No. 392/2009 of the European Parliament and of the Council of 23 April 2009 on the liability of carriers of passengers by sea in the event of accidents also applies.

3.2 What are the international conventions and national laws relevant to passenger claims?

Please revert to question 3.1 above.

In addition, the Portuguese Civil Code, the Portuguese Civil Procedure Code and the Portuguese Commercial Code may be applicable in the cases that the incident does not fall under the abovementioned conventions.

3.3 How do time limits operate in relation to passenger claims in your jurisdiction?

As per article 16.1 of the 1974 Athens Convention, the claim must be filled within two years.

4 Arrest and Security

4.1 What are the options available to a party seeking to obtain security for a maritime claim against a vessel owner and the applicable procedure?

The 1952 Convention for the Unification of Certain Rules Relating to the Arrest of Seagoing Vessels ("1952 Convention") is applicable in Portugal.

As per the 1952 Convention, ships may only be arrested in order to secure maritime claims, which closed list is illustrated under article 1 of the 1952 Convention.

If the 1952 Convention is not applicable, the general rules of the Portuguese Civil Code, of the Portuguese Procedure Code and the Portuguese Commercial Code shall be applicable.

Accordingly, if the owner is liable (even if only partially) in *personam*, any vessel it owns may be arrested to ensure that the debtor does not dissipate the means to pay its debts. Conversely, an arrest may be ordered by the court over a specific vessel for maritime liens, notwithstanding of its owner's personal liability.

An arrest over a vessel may only be ordered by the competent court. As such, the applicant must file an application before the court demonstrating the existence of the claim and that justify their fear that any such credit will not be satisfied.

If the court is satisfied with the abovementioned requirements, then an arrest is first ordered on a provisional basis without a hearing. However, before the final arrest order is given, an *inter partes* hearing shall take place.

The claim must be accompanied by a power of attorney and the necessary evidence to sustain the abovementioned requirements (simple copies and not originals). Important documents should be translated but can be presented subsequently. The arresting party is not required to provide security.

Moreover, the arrestee has 10 days to challenge the decision of the arrest after it is notified of the same.

4.2 Is it possible for a bunker supplier (whether physical and/or contractual) to arrest a vessel for a claim relating to bunkers supplied by them to that vessel?

A claim relating to bunkers fall under the 1952 Convention, as such a bunker supplier could obtain the arrest of a vessel in connection to unpaid bunkers supplied to that vessel.

4.3 Is it possible to arrest a vessel for claims arising from contracts for the sale and purchase of a ship?

Claims relating from a ship sale and purchase contracts does not fall under the 1952 Convention.

Notwithstanding, the vessel can be arrested under the general rules of the Portuguese Procedure Code, as explained in question 4.1.

4.4 Where security is sought from a party other than the vessel owner (or demise charterer) for a maritime claim, including exercise of liens over cargo, what options are available?

In certain cases, a claimant may arrest bunkers and/or freight without arresting the vessel itself.

In addition, the Portuguese Civil Code allows the creditor/carrier to retain goods in its possession until the debts are fulfilled.

4.5 In relation to maritime claims, what form of security is acceptable; for example, bank guarantee, P&I letter of undertaking?

If the security is agreed outside the court, then any kind of security will be accepted by agreement of the parties. However, if security is placed directly with the court then only collateral and/or guarantees shall be acceptable, such as cash deposit or bank guarantee (subject to the court's analysis). It is common practice that the judge alone will not consider P&I LOU as adequate security.

4.6 Is it standard procedure for the court to order the provision of counter security where an arrest is granted?

The Portuguese Civil Procedure Code foresees that the judge may request the arrestor to put up an adequate security, considering the circumstances of the case. However, this is not very common.

4.7 How are maritime assets preserved during a period of arrest?

A trustee will be appointed by the court once the vessel is arrested, who shall be responsible for ensuring the preservation of the assets.

4.8 What is the test for wrongful arrest of a vessel? What remedies are available to a vessel owner who suffers financial or other loss as a result of a wrongful arrest of his vessel?

If the arrest is found to be inadmissible or unjustified, the defendant may request the court to hold the claimant liable for damages, as per articles 542 and following of the Portuguese Civil Procedure Code. Actions of this kind are not common.

5 Evidence

5.1 What steps can be taken (and when) to preserve or obtain access to evidence in relation to maritime claims including any available procedures for the preservation of physical evidence, examination of witnesses or pre-action disclosure?

In general, the evidence application is submitted with the initial petition. At this stage, the claimant indicates its witnesses and submits all evidentiary documents.

However, if there is physical evidence which the claimant is not in possession and there is a risk that the same will be dissipated, mishandled, or concealed, then the claimant/applicant may request a court injunction to preserve such documents/assets (“*arrolamento*”). In such a case, it must demonstrate that it has an interest in the conservation of the assets or documents. Accordingly, the applicant must provide summary evidence referent to the assets or documents and the base for the fear of dissipation, concealment. In addition, the applicant must convince the court of the probable granting of the claim to be filled, or already filled. Subsequently, the court shall issue its decision if it is convinced that the interest of the applicant is in serious risk.

Conversely, article 419 of the Portuguese Civil Procedure Code foresees the possibility for the early evidence production (“*produção antecipada da prova*”), which applies when there is a justifiable fear that the deposition of certain people or the verification of certain facts by means of an inspection or special opinion, then the witness statement or the inspection take place in advance or even before the claim is filled. In such a case, the applicant must provide a summary of the need to anticipate the evidence and the identification of the witnesses to be deposed. If the application is before a claim is filed, then the applicant must also indicate the claim to be filled, its ground and the identification of the defendant, who shall be notified, in order to exercise its right to adversarial proceedings.

A pre-action disclosure does not exist under the Portuguese jurisdiction.

5.2 What are the general disclosure obligations in court proceedings? What are the disclosure obligations of parties to maritime disputes in court proceedings?

Under Portuguese law, there are no specific disclosure obligations for maritime disputes. As such, the general rules of the Portuguese Civil Procedure Code are applicable.

Portuguese law does not cover disclosure obligations on the parties in the form found in common law jurisdictions.

Accordingly, the parties establish the object of the claim with the initial petition and the counter claim. Therefore, the court cannot go beyond the scope of the parties’ request, or the judgment shall be void.

The parties present their evidence application with the first petitions, i.e., they indicate the witnesses to be deposed, they submit the documents, they request the necessary inspections, among others. Notwithstanding, the court has the power to request supplementary evidence deemed necessary to the discovery of the truth and/or to the best resolution of the dispute.

Lastly, during the court hearing, the evidence shall be presented and the parties shall exercise their right to adversarial proceedings.

5.3 How is the electronic discovery and preservation of evidence dealt with?

Under the Portuguese Civil Procedure Code and ancillary legislation, electronic evidence has the same probative value as private documents and can be challenged during the procedures, which ground varies in accordance with their probative value (for example, if it is a signed email or an email without a signature, if it is a document issued electronically by a public authority, amongst others).

6 Procedure

6.1 Describe the typical procedure and timescale applicable to maritime claims conducted through: i) national courts (including any specialised maritime or commercial courts); ii) arbitration (including specialist arbitral bodies); and iii) mediation / alternative dispute resolution (ADR).

6.1.1 Which national courts deal with maritime claims?

The Lisbon Maritime Court, created by means of Law No. 35/86, of 4 September 1986, is the court of first instance which deals with maritime claims. The Supreme Court hears appeals.

6.1.2 Which specialist arbitral bodies deal with maritime disputes in your jurisdiction?

Portuguese jurisdiction does not have a specific arbitral body that deals exclusively with maritime disputes.

Notwithstanding, the parties may agree to submit maritime disputes to voluntary arbitration, which was introduced in the Portuguese framework by means of Law No. 63/2011, of 14 December.

6.1.3 Which specialist ADR bodies deal with maritime mediation in your jurisdiction?

Portuguese jurisdiction does not have any specific ADR bodies. Parties may agree to submit their disputes to mediation, governed by Law No. 29/2013, of 19 April.

6.2 What are the principal advantages of using the national courts, arbitral institutions and other ADR bodies in your jurisdiction?

There are several advantages that attract the parties to submit their conflicts to arbitration or mediation, such as the confidentiality nature of arbitration, the possibility to choose their arbitrators and mediators, the possibility to choose the applicable law governing the proceedings, amongst others. In addition, the disputes are often resolved faster and more cost effectively as a result. Portugal is also a contracting state to the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards (1958 New York Convention).

6.3 Highlight any notable pros and cons related to your jurisdiction that any potential party should bear in mind.

Companies operating in the International Business Center of Madeira have access to Europe's most competitive tax system and a partial exemption from social security contributions in respect of qualifying crew members.

Flexibility in registering vessels in Madeira, for example, vessels may be owned and managed by foreign incorporated companies and have full access to EU cabotage and MAR Regulation provides ship-owners with self-remedies that make this registry very dynamic, safe, and therefore, appealing.

Moreover, mortgages of vessels registered in MAR can be governed by the laws of a different country and possibility to register the vessels temporarily.

7 Foreign Judgments and Awards

7.1 Summarise the key provisions and applicable procedures affecting the recognition and enforcement of foreign judgments.

Pursuant to the Portuguese Civil Procedure Code, the enforceability of foreign judgments depends on its revision and confirmation by the Portuguese courts. In practice, the recognition process is straightforward and time efficient.

Judgments issued by another EU Member State require no special procedures and are automatically enforceable in Portugal.

Portugal is also subject to the following agreements:

- the recast EU Brussels Regulation (1215/2012) on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters;
- the Lugano II Convention 2007, also regarding judgments in civil and commercial matters;
- EU Regulation 4/2009 on decisions and cooperation in matters relating to maintenance obligations; and
- the Agreement between the European Community and the Kingdom of Denmark on Jurisdiction and Recognition and Enforcement of Judgments in Civil and Commercial Matters 2005 (amended in 2009).

7.2 Summarise the key provisions and applicable procedures affecting the recognition and enforcement of arbitration awards.

Considering Portugal has ratified the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards, which has been in force since 16 January 1995, enforcement proceedings of foreign arbitral awards are subject to advance exequatur proceedings in Portugal, the first under Brussels I and the second under the New York Convention.

8 Offshore Wind and Renewable Energy

8.1 What is the attitude of your jurisdiction concerning the maritime aspects of offshore wind or other renewable energy initiatives? For example, does your jurisdiction have any public funding programme for vessels used in offshore wind? Summarise any notable legislative developments.

The Portuguese Government is strongly committed to greener shipping rules.

Accordingly, Portugal updated by means of Decree-Law No. 102/2020, of 2 December, the legal framework applicable to port authorities' liability on the management of waste brought by ships and their loads.

Moreover, Portugal has announced a renewable hydrogen production in Sines through the GreenH2Atlantic project, which promotes the decarbonisation process for the main sectors of the economy. Thus, it will enable the transition of a former coal-fired power plant into an innovative renewable hydrogen production hub, in alignment with Europe's decarbonisation and energy transition strategies.

In addition, the Portuguese and the Dutch Governments signed in 2020 a memorandum of understanding which aims to connect the hydrogen project of Sines with the port of Rotterdam in order to develop a new trade platform on hydrogen production and transport to central Europe.

8.2 Do the cabotage laws of your jurisdiction impact offshore wind farm construction?

Decree Law No. 7/2006, of 4 January governs the maritime cabotage laws, specifically the maritime transport of passengers and goods in the national cabotage. Under this law, transport of passengers and goods is restriction-free for national and EU shipowners, provided they are admitted to the cabotage law of their flag. Notwithstanding, other shipowners may request special authorisation to transport within Portugal.

Accordingly, this Law does not foresee restrictions for offshore wind farm construction.

9 Updates and Developments

9.1 Describe any other issues not considered above that may be worthy of note, together with any current trends or likely future developments that may be of interest.

New obligations under the EU Emission Trading Scheme applicable to ships over 5,000 gross tonnes, transporting passengers or cargo, calling or departing from EU ports, independently of their flag.

Accordingly, gradually from 2023 and phased in over a three-year period, shipowners will have to buy certificates under the ETS covering all their emissions within the EU and 50% of their emissions on international voyages whenever arriving or departing from a port under the jurisdiction of a Member State, under penalty of facing fines or possible bans from EU ports.

Consequently, there is a need for parties to revisit their current agreements and develop a strategy in reference to the parties' obligation to obtain the certificate and payment of the same.



Claudia Santos Cruz joined the firm in 2015, assisting clients on the international and cross-border aspects of their investments in Portugal and Lusophone Africa, including Angola, Mozambique and Cape Verde. Claudia coordinates the international Oil & Gas team and Shipping practice at Morais Leitão and is also a member of the international Banking & Finance department. She is co-head of the Lusophone Africa practice team at Morais Leitão which is dedicated to deals, transactions and advising international clients investing in these markets. Claudia and her team work on a daily basis with Morais Leitão Legal Circle integrated law firms in Angola, Mozambique and Cape Verde and she is herself a member of the MDR Advogados team in Mozambique.

She trained and practiced as an English solicitor from 1994 to 2005 at DLA Piper and Watson Farley & Williams ("WFW") in the City of London. From 2005 to date, Claudia has been based in Lisbon and is registered with the Portuguese Bar Association. Before joining Morais Leitão she was a partner at a Lisbon-based law firm with integrated offices in Mozambique and Angola. In 2018 Claudia registered with the Mozambique Bar Association. Claudia studied Law at Southampton University, one of the leading international Maritime Law Faculties. Claudia is considered in the international legal market as one of the leading shipping and maritime lawyers in Portugal as well as Lusophone countries such as Angola, Mozambique and Cape Verde. She is potentially one of the only shipping lawyers based in Portugal with experience in a number of different jurisdictions. She has acted for a wide range of shipping clients over the years including international oil companies chartering FPSO's and other offshore drilling rigs; and cargo companies.

In Portugal, Claudia is often seen as the international go-to lawyer, instructed by foreign insurers and P&I Clubs in high-profile cases such as the Prestige oil spill which occurred off the coast of Galicia, Spain (2002) and more recently in the Portuguese-flagged RCGS Resolute diplomatic incident (2020) which occurred with Venezuela.

Claudia has a significant ship finance practice acting for Lenders on a regular basis who register vessels temporarily and permanently on the Madeira International Ship Registry ("MAR").

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Manuel Freitas Pita joined Morais Leitão in 2000 and became a non-equity partner in 2018. He is a member of the tax team and co-coordinates the firm's shipping practice.

Manuel is the resident lawyer in charge of the firm's Madeira office and of the company MLGT Madeira – Management & Investment, S.A. His main areas of practice include corporate and financial law, particularly mergers and acquisitions, and international agreements, as well as the shipping area, with a special focus on operations within the scope of the International Shipping Register of Madeira ("MAR").

Manuel also has robust expertise in the incorporation and management of companies licensed to operate in the IBC of Madeira, as well as in providing legal assistance to them.

In 2005, Manuel worked for a European Union's financing institution in Luxembourg.

Between 2008 and 2018 he was responsible for the course on corporate law and anti-money laundering in the trainee programme for the Madeira Section of the Portuguese Bar Association.

Manuel Freitas Pita is the President of the General Meeting of APCINM – Association of the Professionals of the Madeira International Business Center.

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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 is a reference in several branches and sectors of the law on national and international levels.

The firm's reputation amongst both peers and clients stems from the excellence of the legal services provided. The firm's work is characterised by a unique technical expertise, combined with a distinctive approach and cutting-edge solutions that often challenge some of the most conventional practices. 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, having recently opened an office in Singapore. 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), Mozambique (MDR Advogados) and Cape Verde (VPQ Advogados).

Morais Leitão has a leading international Shipping practice team in both Portugal and Lusophone Africa through its integrated law firm network in Angola, Mozambique and Cape Verde.

Our Shipping team provides a full range of legal services and has extensive international experience in advising on complex finance and leasing deals, security structures, ship sales, acquisitions and charter transactions acting for banks, lessors, brokers, owners and operators worldwide.

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Employment & Labour Law
Enforcement of Foreign Judgments
Environment & Climate Change Law
Environmental, Social & Governance Law
Family Law
Fintech
Foreign Direct Investment Regimes
Franchise
Gambling
Insurance & Reinsurance
International Arbitration
Investor-State Arbitration
Lending & Secured Finance
Litigation & Dispute Resolution
Merger Control
Mergers & Acquisitions
Mining Law
Oil & Gas Regulation
Patents
Pharmaceutical Advertising
Private Client
Private Equity
Product Liability
Project Finance
Public Investment Funds
Public Procurement
Real Estate
Renewable Energy
Restructuring & Insolvency
Sanctions
Securitisation
Shipping Law
Technology Sourcing
Telecoms, Media & Internet
Trade Marks
Vertical Agreements and Dominant Firms