

TIMOR-LESTE

MANAGING THE
IMPACTS OF
COVID-19

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Managing the impacts of COVID-19

The COVID 19 pandemic has led to the adoption of legal measures that have profound impact on businesses in different sectors and on society at large.

The implications are broad and complex and we are committed to focusing our knowledge and experience to help you navigate these new legal issues as they arise.

CONTENTS

State of emergency	3
Impact on the Management of Employees	5
Impact on the Management of Tax Obligations	7
Impact on Corporate Governance	8
Impact on the Management of Contracts	9
Impact on the Banking Sector	11
Impact on Extractive Industries	12
Impact on the relationship with the Public Administration and on public procurement	13
Impact on the Import of Essential Goods	14
Impact on litigation matters	15
Impact on penalties	16
Impact on Mobility & Transports	17
Impact on electronic communications providers	18
Miscellaneous	19
Legislation	20

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State of emergency

Considering the public health emergency caused by Covid-19 and the need to take measures to prevent and combat the expansion of this pandemic, the President of the Republic of Timor-Leste declared, by Decree no. 29/2020, of 27 March, a state of national emergency. The following are some of the essential issues of this regime and the way in which they have been implemented in the respective declaration.

What is a state of emergency?

- After hearing the Government and obtaining the Parliament's authorization, the President of the Republic may declare a state of emergency, which allows ordering the partial suspension of the citizens' rights, freedoms and guarantees based on the occurrence (or threat) of a public disaster.
A state of emergency can only be declared if a public disaster occurs or is threatened.
The state of emergency framework is laid down in Articles 25, 85(g), 95.2(n) and .3(j) and 115.2(c) of the Constitution of the Timor-Leste Republic, and in Law 3/2008, of 22 February.

What are the potential impacts?

- In practical terms, the declaration of a state of emergency may involve the partial suspension of certain rights, freedoms and guarantees, as ordered: e.g. a ban on travel or on engaging in certain personal or business activities.
If necessary, civil administrative authorities can have their powers reinforced and be supported by the Armed Forces.
The declaration of a state of emergency grants public authorities with reinforced powers to take the necessary and adequate measures without observing any formalities (e.g., the Ministry of Health's power to requisition human or material resources from private-law businesses).
Obviously, as a rule, the declaration of a state of emergency must abide by the principle of proportionality and be limited, in particular regarding its scope and duration and the resources used, to what is strictly necessary in view of the specific circumstances.

Can the State adopt just any measure?

- The state of emergency cannot affect rights of superior constitutional dignity identified in the law and the Constitution. In particular, the declaration must abide by the principle of equality and non-discrimination, and some basic criminal procedure guarantees (e.g., against illegal arrests and detention) and access to courts. Moreover, it may not impose prior censorship of the media, or prevent meetings of the statutory bodies of political parties, trade unions and professional associations.
The declaration of a state of emergency may in no event affect the rights to life, physical integrity, civil capacity and citizenship, non-retroactivity of criminal law, defense in criminal proceedings, freedom of conscience and religion, immunity from torture, slavery, servitude and cruel, inhuman or degrading treatment or punishment and from discrimination.
As for its content, the declaration must specify which rights, freedoms and guarantees are suspended.
In the present case, the declaration of the state of emergency partially suspended the following rights (Article 4 of the Decree of the President of the Republic no. 29/2020):
 - a) International mobility** (health controls may be implemented at ports and airports (including the enforcement of compulsory confinement of people) as well as the implementation of the necessary measures to ensure the international passage of essential goods and services);
 - b) Freedom of movement and of establishing residence anywhere within the national territory** (restrictions such as compulsory confinement at home or in a health facility, establishment of sanitary fences, ban on traveling and unjustified circulation on the public road, among others, being the Government of Timor-Leste responsible for identifying the circumstances and purposes in which individual freedom of movement is preserved);
 - c) Right of assembly and demonstration** (restrictions may be imposed such as limiting or prohibiting the holding of religious celebrations and other worship events involving the gathering of people);

- d) **Right of resistance** (ban on any and all acts of active or passive resistance to orders issued by the competent public authorities in execution of the declaration of the state of emergency);
- e) **Right of ownership and private economic initiative** (the provision of any services and the use of movable or immovable property, health care units, commercial or industrial establishments may be required, as well as the obligation to open and operate companies, establishments and means of production or their closure and other limitations or modifications to their activity, including changes to the quantity, nature or price of goods produced and marketed or to their distribution and marketing procedures and circuits, as well as changes to their operating rules);
- f) **Labour rights** (It may be determined that any employees of public or private entities, regardless of the type of employment relationship, may report to duty and, if necessary, carry out their roles in a different location, in a different entity and in working conditions and hours other than those corresponding to the existing employment relationship (particularly in the case of workers in the health, civil protection, security and defence sectors, among others essential to the functioning of the economy, the operation of critical infrastructure networks, the maintenance of public order and the democratic rule of law), as well as suspending the exercise of the right to strike insofar as it may compromise the essential sectors of the State as mentioned above).

territory (Article 2 of the Decree of the President of the Republic 20/2020).

How long can a state of emergency last?

- A state of emergency shall only last for as long as strictly required to protect the rights and interests envisaged and to restore normality. Maximum duration is 30 days, without prejudice to any renewal for one or more identical periods if the cause which determined it should subsist.
In the present case, the state of emergency started at 00:00am on 28 March and should end at 11.59pm on 26 April 2020 (Article 3 of the Decree of the President of the Republic 29/2020).

What are the consequences of breaching the measures ordered by the authorities during a state of emergency?

- Any person breaching the provisions in Law 3/2008 and in the declaration of a state of emergency (or in its implementation) may incur in criminal liability.

Can measures be imposed to just some parts of the territory?

- A state of emergency may be declared regarding all or part of the national territory and must only be declared regarding such area or territory where the measures are deemed required to ensure or restore normality. Among others, measures can be adopted to restrict circulation or impose forced quarantine in certain areas.
In the present case, the declaration of a state of emergency applies to the entire national

Impact on the Management of Employees

Should my company have a contingency plan? What measures should the plan include? Can I/should I isolate my employees, conduct health checks or questionnaires on their private life?

- Companies are under an obligation to ensure continued and permanent health and safety conditions for their employees, taking account of general prevention principles.
- Considering current events, companies may, despite not being required to by law, adopt a Contingency Plan for COVID-19, which may answer the impacts caused by said disease within the company.

Am I required to provide any special protection equipment to my employees?

- All companies must ensure that their employees have mouth and nose protection masks.
- The means to ensure a proper hand washing with regularity must be provided.
- A distance of, at least, 1 meter between individuals must be observed.

Should I take special care with pregnant employees, employees with reduced working capacity, breathing difficulties or minors?

- To the extent that there are employees more prone to contagion, specific measures should be considered to ensure an increased level of protection in specific cases. If feasible, such measures should be reviewed together with the workplace health and safety services and aligned with the health authorities' recommendations.

If the prophylactic isolation of employees is necessary or recommended, should I wait for a decision from the health authority or can I do it on a preventive basis? Can and/or should isolated employees continue to work from home?

- If there is well-founded suspicion of contagion by COVID-19, the employee's isolation must, to the extent possible, result from a decision from the health authority. If such decision is not issued in a timely manner, isolating the

employee – and having them leave the company's facilities, if applicable – will be decided by the employer, and the employee must obey said order. If the contagion symptoms do not prevent the performance of the employee's duties, remote work mechanisms may be implemented, in which case the company must create the necessary conditions.

- Employees should only return to their workplaces upon receiving medical discharge.

What is the impact of the isolation on the employment contract? Are employees still entitled to their regular remuneration and meal allowance? Are attendance-based payments affected?

- If the isolation does not affect the performance of the employee's duties, it will have no impact employment-wise and the employee will still be entitled to his/her remuneration. As for other components, namely those linked to regular travel to/from the company's facilities, a case-by-case assessment must be made to confirm that their requirements are still met in an isolation situation.

If any employees have booked holidays, what can I do?

- The scheduling and change of previously booked holidays should ideally be agreed with the employees.

Can an isolated employee continue to work remotely? If so, what must I ensure?

- Assuming that the isolation does not result from inability to work, the employee may continue to work remotely and the company must ensure that the necessary requirements are met in the specific case. Ideally, the employee should agree to work remotely and any refusals to work remotely should be managed by the company on a case-by-case basis in order to ensure the continuity of the production process and the legal guarantees of the employee.

Is there any specific regime applicable to Public Administration servants?

- Yes, the members of the Government and the executive bodies of public legal entities included in the indirect administration of the State shall identify the human resources strictly necessary to ensure the operation, under a minimum service regime, of the public services they control (minimum services are considered to be those whose provision is fundamental to ensure the functioning of the Public Administration and the provision, to citizens and companies, of goods and services of an urgent or unavoidable nature).
- The public servants who are waived from their attendance duty shall remain available by telephone and must present themselves at the workplace whenever so required by their superior.
- Non-attendance under the abovementioned terms may generate disciplinary liability.
- Public servants must continue to pursue their professional activities, off-site (telework) and through communication and information technologies.

Impact on the Management of Tax Obligations

Are there any transitional tax measures to mitigate the impact of COVID-19?

- Concerning taxes levied on citizens and companies, the Government has adopted Resolution nr. 12/2020, of 31 March, by which the Government has undertaken to adopt the necessary measures to timely implement measures such as the deferral of tax obligations.
- Additional legislation is expected to be enacted to regulate how this deferral of tax obligations will be put into practice.

Are there any incentives to mitigate the impact of the COVID-19?

- Regarding incentives, the Government has adopted Resolution nr. 12/2020, of 31 March, by which the Government has undertaken to adopt the necessary measures to timely implement measures such as the creation of credit lines at low interest rates and the grant of direct financial support to citizens and companies.
- Additional legislation is expected to be approved to regulate how these incentives will be implemented.

Impact on Corporate Governance

Do the governing bodies have any special duties and responsibilities within the context of COVID-19 events?

- Companies' governing bodies are subject to special duties of care in the management of the risks inherent to the COVID-19 threat. Companies should prepare and implement contingency plans geared at continuing their business and the safety of their employees, shareholders, customers, suppliers and other stakeholders. Whenever possible, companies should create taskforces to monitor, on the one hand, the evolution of contagion and contention of the COVID-19 in close liaison with the health and local authorities and, on the other hand, the economic, financial and commercial impacts that materialize or that could foreseeably impact their business or that of third parties, adjusting their commercial strategies in order to minimize and overcome any issues that may arise. It is particularly important that such plans be communicated on time to all structures of the companies, implemented, monitored and reviewed, if required. It is equally important that the process of setting up and approving such plans by the company's decision-making bodies is guided by rational business criteria and duly documented. Members of the governing bodies may be held liable for the absence of such plans or losses arising from the failure to communicate them on time.

communication, by approving any regulations deemed necessary or adequate for such purpose.

Do the governing bodies have any special duties and responsibilities within the context of COVID-19 events?

- Where deemed required to pass resolutions that must be approved by general meetings, companies should consider using means of distance communication, exercising the right to vote by correspondence or, alternatively, passing of unanimous resolutions in writing. The possibility of using such means should be assessed on a case-by-case basis as it is subject to the articles of association of the company and predicated on the existence of internal regulations, means and resources ensuring the reliability of communications. Additionally, as regards the meetings of other corporate bodies, contingency plans may be weighed that avoid physical presence at meetings of at least part of the members or any other measures ensuring that there is enough quorum, including means of distance

Impact on the Management of Contracts

What impact could COVID-19-related events have on my contractual relationships?

- In order to assess the impact of any COVID-19-related events on your contractual relationships you should first check whether the contract already provides for solutions regarding this type of event (e.g., force majeure clauses that cover epidemics, change in circumstances clauses, clauses for the suspension or extension of deadlines in light of non-attributable events, etc.).

As part of any standard interpretation of a contract, even if there the contracts include clauses foreseeing specific solutions for those events, you should always check whether those solutions are valid under the law applicable to the contract, in an exceptional and emergency scenario such as the current scenario. The applicable law shall determine the legal regime to be considered both in the interpretation of the Agreement and in the search for legal solutions not covered by the contract, such as the legal framework for changes in circumstances or impossible performance.

What are my rights if, on account of COVID-19 events, I am prevented from performing my contractual obligations?

- If my contractual obligation cannot be definitively performed, Timor-Leste law foresees the expiry of such obligation due to impossibility, provided that the causal link between the COVID-19 event and the impossibility to perform the agreed obligation is duly demonstrated.

If, on the other hand, my contractual performance is only temporarily impossible, and the performance deadline is just delayed, Timor-Leste law also foresees that the debtor will not answer for the consequences of the delay.

These effects are not automatic but are predicated on the specific situation at hand. Besides, they always require solid evidence, and therefore it is advisable, as a cautious manner, to keep adequate supporting documentation should the need to claim an objective impossibility to perform arises.

In those instances, is there a duty to compensate the other party?

- If my contractual obligation becomes impossible, I am under no obligation to compensate the other party. But if the other party has already performed their obligation (e.g., payment of the service) I need to return such payment or if return is not possible, compensate the counterparty.

Could I allege that my obligation has become excessively burdensome in order to be excused from its performance?

- Theoretically it is possible (e.g.: the price set for my service has become ruinous in light of the changes caused by the COVID-19 to the distribution chain), alleging that the circumstances in which the parties decided to enter into the contract have changed. However, the validity of such allegation is predicated on the assessment of the relevance of the event for the performance of the contract, the risks inherent to the contract, the specific provisions of the contract and the equity of the measure. Any solution will always be grounded on the ability to prove the facts that modified the original circumstances underlying the contractual terms and ultimately the equity and balance of the solution.

Can I claim COVID-19-related facts that affect my supplier to justify breaching any contracts in place with third parties?

- If my contractual obligation becomes impossible or excessively burdensome following a chain default (e.g.: I cannot perform because my key raw materials' supplier fail to supply them due to the shut down by an administrative order of its factory) Timor-Leste law states that, provided that some requirements are met, the obligation may expire in the same terms as described above. In any case, it will always be required to prove the causal link.

**How can I react to my clients'/suppliers' default if they justify the default based on COVID-19-related events?
Can I claim loss of interest in the obligation and terminate the contract without compensation?**

- Yes, this is possible in certain cases (e.g., I ordered a certain product from a company, which claimed it could not deliver the product because its supplier had temporarily or definitively shut down its factory). Loss of interest in the obligation is foreseen in Timor-Leste law as is the option of terminating the contract as a result of said loss of interest, without compensation and being able to demand the return of any obligation already performed.
Notwithstanding, the review of the specific contract and the relevant documentation in place between the parties is crucial to this conclusion as already mentioned above.

Impact on the Banking Sector

The Central Bank of Timor-Leste, through Circular No. 85/2020 of 27 March, approved the following measures concerning the operation of financial institutions and the maintenance of minimum service provision during the period of the State of Emergency:

- Obligation for all financial institutions (including banks, other deposit-taking institutions, insurance companies, money transfer operators and fintech companies) to make available to the public a set of minimum services.
- Setting of the period of operation of financial institutions to serve the public from 09:30 am to 14:00 pm.
- With specific regard to the activity of banks and other deposit-taking institutions:
 - Maintaining public access to cash facilities through channels such as bank counters or banknote dispensing machines (ATMs).
 - Adjusting the daily minimum withdrawal limit at ATMs to USD 1,000.00 (withdrawals up to this amount should be made at ATMs).
 - Maintaining the availability of banknotes at ATMs in the national territory at all times and a level of operability corresponding to a minimum of 98%.
 - Ensure that all electronic payment channels remain in normal operation during this period.
 - Continued availability to the public of other essential financial services, including credit, bank transfers, among others.

It is expected that measures to support the citizens and companies of Timor-Leste will be enacted by the Government and the Central Bank of Timor-Leste following the Government Resolution no. 12/2020, of 31 March, by which the Government undertook to take all necessary measures, in due time, to:

- Set credit lines at lower interest rates.
- To provide direct financial support to citizens and companies in Timor-Leste.

Impact on Extractive Industries

What impact will the new measures have on extractive activities?

- Foreign citizens working in offshore petroleum platforms located in the Timor Sea are allowed to continue entering into the national territory, subject to the general health monitoring measures in force and the submission of a medical certificate attesting they are not infected with Covid-19. All other foreign workers, including those allocated to onshore petroleum activities and mineral activities, are prohibited from entering into the national territory, unless otherwise expressly authorized by the Prime-Minister on a case-by-case basis. Joint applications submitted by employers for the above purposes on behalf of groups of employees seem to be allowed.
- Foreigners responsible for the transportation or release of imported goods are not subject to the above restrictions, but must remain in the “international zones” of the seaports, airports or land border posts, and only during the time strictly necessary for completion of the relevant loading and/or offloading and clearance procedures.
- Moreover, all licenses, permits and other administrative acts/documents, shall remain valid regardless of the relevant validity period until the term of the State of Emergency. The above includes mineral exploitation licenses or permits, visas, residency or stay permits.

Impact on the relationship with the Public Administration and on public procurement

Does COVID-19 have any impact on my relationship with the Public Administration (namely as pertains to meeting deadlines or observing any formalities)? To what extent?

- Broadly speaking, the consequences of COVID-19 on relations between private individuals may also, with certain adaptations, be extrapolated to the relationship between individuals and the Public Administration, notably, and always subject to a case-by-case analysis:
 - Qualification as a "force majeure" event, as grounds for not complying, in whole or in part, with obligations provided for in an administrative contract, in particular with regard to deadlines (depending on what the contract specifically provides for and provided that a causal link between the illness and the impossibility of meeting deadlines is evidenced, as well as the impossibility or unenforceability of taking alternative measures, or their insufficiency, and always without prejudice to the counterparty's duty to inform).
 - Claiming the occurrence of an abnormal and unforeseeable change in circumstances as grounds for amending the contract and/or restoring the financial balance (depending on what the contract specifically provides for and provided that it can be shown that there is a need to amend it in accordance with the nature of the contract and the circumstances)
 - Claiming a "justifiable reason" as a ground for excusable non-compliance with deadlines before the Public Administration (or, at least, as a ground for requesting an extension of the deadline, provided it is justifiably impossible to comply with it).
 - Administrative licenses, authorizations and other

permissive acts are kept in force even after the deadline settled for its expiry (article 29 of Decree no. 3/2020 of 28 March).

Could the COVID-19 be grounds for streamlining or simplifying acquisition procedures?

- COVID-19 related events may serve as potential ground for the use of:
 - Direct award procedure, based on the existence of an "emergency following an unforeseen event that endangers public health", pursuant to Articles 92(1)(a) and 94(1)(a) of the Procurement Legal Regime.
 - Simplified contract, based on the existence of an "urgent and unforeseen case", pursuant to article 30 of the Legal Regime of Public Contracts, as long as the respective value does not exceed USD 1,000.

Can I withdraw a bid already submitted in a public procurement procedure claiming that because of COVID-19 I can no longer meet the requirements to which I am bound?

- The disruption caused by COVID-19 could constitute grounds to release the bidder from the submitted bid, provided that it is duly justified (such disruption must be an event which the bidder was not required to be aware of at the time of preparation of the bid and that demonstrably renders performance impossible or excessively burdensome).

Does this context entitle interested parties to participate in public tenders and to enjoy a longer deadline to submit bids and offers?

- The law does not expressly impose this but considering the provisions in Article 65.2 of the Legal Regime of Public Contracts, applicable to procurement procedures by tender, Public Services may, when there are justifiable reasons, extend the deadlines for the periods that prove to be adequate.

Impact on the Import of Essential Goods

Have exceptional measures been adopted with regard to the import of goods?

- The Government enacted Resolution nr. 12/2020, of 31 March, that foresees all necessary steps that should be taken to implement, in due time, the continuity of the distribution and supply of essential goods, namely food, medicine and clinical equipment (if necessary, through price subsidisation);
- Additional legislation is expected to be enacted to determine how the Government will ensure the distribution and supply of essential goods.

Impact on litigation matters

Are courts still working?

- Yes, although having its services reduced to the minimum necessary to allow the government's running and the rendering of urgent and non-postponable services.

Are persons summoned for any procedural acts required to attend?

- Theoretically yes, although the social distancing rules and limitations to displacements can be invoked has a justification for not attending.

What happens to running deadlines during the epidemiological crisis?

- This matter has not been, up to this date, expressly addressed. So, the general rules regarding justifiable impediment to comply with a deadline are in effect. Therefore, the party that failed to comply with its deadline will bear the burden of demonstrating that such failure was due to the epidemiological crisis.

What happens to running statutes of limitations and expiry deadlines?

- This matter has not been, up to this date, expressly addressed. Therefore, these deadlines should be treated as not having been suspended.

Impact on penalties

Are there any behaviours which, within the context of a public health epidemiological crisis, could be punishable under criminal law? And under administrative offense law?

- Among the catalogue of crimes aimed at repressing anti-economic and public health offences, the law provides for and punishes as a crime the acquisition of essential goods, such as basic food items, as rice, dairy products, flours or food for children up to 3 years, in a situation of notorious scarcity or at the expense of the regular supply of the market, in an amount manifestly disproportionate to their needs for supply or for the normal renewal of their stocks. In this context, speculative conduct, whereby essential goods or services are marketed for prices higher than those permitted by the legal systems to which they are subject, and fraudulent advertising, whereby unjustified profit is sought, in particular as regards false medical treatments, are also punishable.

Can an infected person be punished if they infect someone?

- Intentional contagion, or at least the prediction of the possibility of contagion, may assume criminal relevance. Although the Criminal Code does not define the crime of spreading contagious disease, it allows to punish conducts of this nature in which, through an act of malicious spread of the disease, serious harm is done to the physical integrity of the person or even to his life through the crime of bodily harm.

Can a company or any officer be held liable for failing to adopt preventive measures arising from the authorities' guidelines, namely as regards public health?

- Yes. Liability may arise from failure to comply with the general duty of assistance laid down by law, according to which, in a situation of public disaster or common danger, the aid necessary to remove the danger, either by personal action or by promoting aid, must be provided.

Another cause of liability could be failure to comply with or to obey the preventive measures decreed by the authorities, to the extent that it is subsequently demonstrated that such failure contributed to the spread of the disease.

The company or its officers may also be charged with a crime of disobedience, which must be expressly imposed in order of the authority or legislative act in the other cases.

Can a company repudiate its regulatory regulations during the epidemiological crisis?

- Usually no, unless there is legislation to the contrary.
It should be noted, however, that the general principles of exclusion of guilt provided for in sanctioning legislation, namely exculpatory need and indulgent obedience, remain in force and can be invoked.
In the event of any situation where, for pressing reasons, it is not possible to comply with the regulatory obligations or guidelines of the authorities, it is advisable to preserve all documentation and information that enables proving the lawfulness of the failure to comply or delay in complying with the obligation or order.

Are the criminalization and aggravation of sanctions determined by legislative instrument during the epidemiological crisis applicable to ongoing cases or to acts committed before the crisis?

- No. Criminal law does not apply retroactively, which means that the criminalization or the creation of administrative offenses during the epidemiological crisis is only possible after the relevant effective date and can never apply to events predating such effective date.

And decriminalization?

- Situations created in the crisis, with a view to not punishing certain events in which in normal circumstances they would be punished (e.g. submission of expired declarations) are only valid for the period expressly stipulated in the law creating the derogation regime and cannot be claimed outside this circumstance.

Impact on Mobility & Transports

The declaration of a state of emergency has established a number of restrictions on the exercise of rights, such as the right of residence, movement and migration to any part of the national territory, as well as on the right of international movement.

In this respect, it should be noted that the following measures were adopted:

- Prohibition of entry of foreigners into national territory, except for foreign nationals who are already in national territory, the ones who were born in Timorese territory and habitually reside there and those who work on the oil platforms located in the Timor Sea.
 - In duly justified cases, the Prime Minister of Timor-Leste may authorize the entry of foreigners in national territory.
 - For the purpose of transportation or release of imported goods, foreign citizens are restricted to the international zones of sea ports, airports or land border posts and for the time strictly necessary for the completion of the procedures for delivery or release of goods.
- Mandatory submission of all individuals wishing to enter or leave the national territory to health control.
- Prohibition to board ships or aircrafts for all individuals with symptoms of Covid-19 or SARS-Cov2 infection, with the exception of cases of medical evacuation.
- All individuals entering Timor-Leste are required to undergo medical examinations when they show symptoms of Covid-19 or of infection by SARS-Cov2.
 - Individuals diagnosed with Covid-19 or SARS-Cov2 infection are required to undergo therapeutic isolation.
 - The others shall be subject to prophylactic isolation for a minimum period of 14 days.
- Compulsory confinement, in a health facility or at home, for all Covid-19 and SARS-Cov2 infected patients and for all individuals entering national territory or those under the surveillance of the health authorities of Timor-Leste.
 - For Covid-19 and SARS-Cov2 infected individuals, the period of mandatory confinement ceases with medical discharge.
 - For individuals entering national territory or those under surveillance of the health authorities, the containment period shall end after 14 days from the date of commencement of the containment period.
- Voluntary confinement for those individuals who are not subject to compulsory confinement and who do not engage in any professional activity or are relieved of the duty to be present in the workplace (obligation to remain at home). These individuals should travel alone, observing a distance of at least 1 metre from other individuals and avoiding the formation of clusters of people.
- Suspension of all collective passenger transport activities.

Impact on electronic communications providers

Which additional obligations apply to electronic communications providers in the current scenario?

- To date, no specific obligations aimed at electronic communications operators have been established in response to the state of emergency and COVID-19 management.
- However, the Government must ensure the continuity of the provision of electronic communications services and generalized access to these services by citizens, in order to guarantee the permanent operation of information channels. When necessary, this may involve price subsidization, and the Ministries may negotiate any necessary agreements with electronic communications operators to this effect.
- This is an ongoing matter, so it is possible that further specific measures and rules applicable to operators within the scope of COVID-19 are approved.

Are electronic communications services considered essential public services under the decrees recently issued in response to COVID-19?

- Electronic communications services have not been listed as essential public services (i.e. services that may not be interrupted or suspended).

Which major obligations that are material to the COVID-19 scenario continue to apply under the general legislation applicable to electronic communication operators?

- In particular, and as already established by law, all operators that provide retail (i) mobile services, and (ii) public communications at a fixed location, must ensure free access to the emergency numbers – these numbers allow access to emergency services operating medical, police, fire systems and other emergency services.

Must electronic communications operators keep their stores providing customer service open?

- No rules have been established imposing that business premises must be closed.

- Hygiene and safety legal provisions establishing rules for access to business premises have, in any case, been approved (e.g. mandatory use of mask, hand washing and minimum safety distance).
- Establishments may remain open, subject to compliance with these mitigation rules.

Miscellaneous

Among the provisional and exceptional measures implemented by Presidential Decree 29/2020 and Government Decree 3/2020, we would like to further highlight, the following:

- Ban on meetings or demonstrations involving a crowd of more than 5 people.
- Ban on social, cultural and sporting events involving a crowd of people.
- Ban on any religious celebrations and other worship events involving the agglomeration of people, with the exception of funerals which are conditioned to the adoption of organizational measures preventing the transmission of SARS-Cov2 (and should not involve the presence of more than 10 people simultaneously).
- Imposition of rules on all individuals when accessing the premises of commercial or service establishments (and, with the necessary adaptations, to the locations where street markets operate):
 - a) Use of mouth and nose protection masks;
 - b) Hand washing before entering the premises; and
 - c) Observing a distance of at least 1 metre from other individuals.

The individuals responsible for commercial and service establishments or markets are required to provide, at the entrance of their establishments, the conditions necessary for compliance with paragraph b) above. Entry to commercial or service establishments or markets is refused to individuals who do not comply with the provisions of paragraphs a) and b) above.

- Suspension of all teaching activities in person and shutdown of all teaching establishments.
- Temporary exemption from the payment of electricity and water supply tariffs.

Legislation

Law 3/2008, of 22 February	State of Siege and State of Emergency Regime
Government Resolution 6/2020, of 11 March	Approves the International Health Regulation
Government Resolution 10/2020, of 19 March	Implements Exceptional and Temporary measures concerning the Epidemiological situation of the new Coronavirus COVID-19
Government Resolution 6/2020, of 11 March	Recommends that the Human Resources of the Public Administration provide their activity in a non-presential regime
Law 1/2020, of 27 March	Authorisation of the Declaration of the State of Emergency
Presidential Decree 29/2020, of 27 March	Declaration of the State of Emergency
Timor-Leste Central Bank Circular 85/2020, of 27 March	Special measures for the operation of financial institutions and maintenance of minimum service provision during the period of implementation of the State of Emergency
Government Decree 3/2020, of 28 March	Implementation measures of the Declaration of the State of Emergency
Government Resolution 12/2020, of 31 March	Policy for Reducing the Negative Economic Impact and Economic Recovery Resulting from the Covid-19 Pandemic
Ministerial Decree 14/2020, of 31 March	Establishes the Situation Room of the Integrated Crisis Management Centre

CONTACTS

Catarina Pinto Correia

cpc@vda.pt

José Melo Ribeiro

jmr@vda.pt

 **Vda** LEGAL PARTNERS

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