

ANGOLA

MANAGING THE
IMPACTS OF
COVID-19

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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.

This document is of a general nature and is aimed at assessing the impact that the pandemic and measures adopted by the Angolan Executive to combat it, may have on the daily life of companies and people.

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VdA Legal Partners is an international legal network developed by Vieira de Almeida comprising attorneys admitted in all the jurisdictions covered in accordance with the legal and statutory provisions applicable in each jurisdiction.

State of emergency

Considering the public health emergency caused by COVID-19 and the need to adopt measures to both prevent and combat the spread of the pandemic, the President of the Republic of Angola enacted Presidential Decree 81/2020, of 25 March 2020, declaring a state of emergency. Below you will find an overview of the essential issues that arise from this regime as well as an explanation on how they have been implemented by the authorities.

What is a state of emergency?

After hearing the Government and obtaining the National Assembly's authorization, the President of the Republic is entitled to declare a state of emergency, which determines or allows for the determination of partial suspension of 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 to occur.

The state of emergency legal framework is laid down in Articles 57, 58, 119(p), 125.3, 161(h) and 204 of the Constitution of the Angolan Republic, and in Law 17/91, of 11 May 1991.

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 the performance of 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 powers to adopt the necessary and adequate measures, exempting them from complying with certain formalities in doing so (e.g., the Ministry of Health's power to requisite human or material resources from private-law businesses).

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 as well as some elementary guarantees linked with the criminal procedural (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 not, under any circumstance, affect or undermine the constitutional rules regarding the competence and functioning of the sovereign bodies, the rights and immunities of the members of those bodies, the rights to life, personal integrity, personal identity, civil capacity and citizenship, freedom of conscience and religion, the non-retroactivity of criminal law and the defendants' right of defense.

As for its content, the declaration must specify which rights, freedoms and guarantees are suspended.

In the present case, the declaration of a state of emergency partially suspended the following rights (Article 2 of the Presidential Decree 81/2020):

- (a) Right of residence, circulation and migration to anywhere in the national territory (the public authorities having been granted the necessary powers to impose any restrictions required to reduce the risk of contamination and implement measures to prevent and combat the epidemic, including compulsory confinement and a ban on travel and on loitering);
- (b) International circulation (public authorities can, with respect for regional and international agreements, establish border checks on persons and goods, including health checks at ports and airports);
- (c) Property and private enterprise (the public authorities can order for the provision of any services and the use of both movable and immovable property, healthcare units, commercial and industrial establishments, companies and other production units);
- (d) Workers' rights (the public authorities may order staff from both public-law and private-law entities to report to work and, if required, to perform their duties in a different workplace, for

- a different entity or under different conditions and during different work schedules);
- (e) Right to strike (this right is suspended, to the extent that it might jeopardize the operation of critical infrastructure or of healthcare units and in economic sectors that are vital for the production and supply of goods and services essential to the population);
 - (f) Right of assembly and protest (the public authorities can impose any restrictions required to reduce the risk of contagion and implement measures to prevent and combat the epidemic, including limiting or banning meetings, protests, rallies, assemblies, conferences, congresses involving more than 50 people);
 - (g) Freedom of worship, namely as regards religious events and gatherings (the public authorities can impose any restrictions required to reduce the risk of contamination and implement measures to prevent and combat the epidemic, including limiting or banning religious celebrations and other worship events, such as funerals, weddings, baptisms, birthdays, initiation acts, pilgrimages, processions, assemblies and graduations involving more than 50 people).

However, the rights to life, personal integrity, personal identity, civil capacity and citizenship, the non-retroactivity of criminal law, the defense of defendants and freedom of conscience and religion, as well as freedom of expression and information, the principle of the unitary State and the territorial continuity of the State are expressly guaranteed (Article 3 of the Presidential Decree 81/2020).

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

A state of emergency may be declared with regard to the entire or a mere 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 applies to the entire national territory (Article 1 of the Presidential Decree 81/2020).

How long can a state of emergency last?

A state of emergency shall only last for as long as strictly required to protect the envisaged rights and interests and to restore normality.

Maximum duration is 90 days, without prejudice to any renewal for one or more identical periods if the cause determining it, should subsist.

In the present case, the state of emergency began at 00.00am on 27 March and will end at 11.59pm on 11 April 2020 (Article 1 of the Presidential Decree 81/2020).

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

Any person breaching the provisions in Law 17/91 and in the declaration of a state of emergency (or in its implementation) may incur in criminal liability, notwithstanding any other form of disciplinary or civil liability which may also arise.

Should I have a contingency plan in the company? What measures should the plan provide for? Can I/should I isolate my employees and/or take health checkups?

Under the current context, as determined in a recent Executive Decree approved by the Minister of Public Administration, Labour and Social Security, companies subject to the General Labour Law must prepare and apply a Contingency Plan on the COVID-19 pandemic.

Although the law does not expressly state it, as means to attain the goal sustaining the obligation to draw up such plan, it must contain:

- a list of the work places which are temporarily closed and those that will operate on a minimum service basis;
- the composition of the respective minimum service teams;
- the scheme under which the members of that team should provide work (either in the work place or at home);
- rules pertaining to the organization of the work and interaction between employees at the company's premises and at home;
- hygiene and safety rules within the company's premises specially designed to prevent the spread of Coronavirus (COVID-19); and
- the procedures to be adopted should an employee present symptoms of Coronavirus infection.

Do I have to take special care of pregnant employees, employees with reduced working capacity, breathing difficulties or minors?

Employees who are infected with COVID-19, as well as employees for whom a health authority has determined an active surveillance/prophylactic isolation situation (quarantine), are exempted from performing work.

The following employees are exempted from on-site work:

- Employees aged 60 or over;
- all those with a chronic disease considered to of risk, in accordance with the health authorities' guidelines; and

- pregnant employees and/or female employees with children under 12 years of age under their care.

To the extent that there are employees in one of the above-described situations, specific measures to ensure an increased level of protection of those specific cases, should be considered. Such measures should, whenever possible, be assessed together with the occupational safety and health services, as well as articulated with the recommendations of health authorities.

May I require an employee to work at home or do I need his/her consent?

As mentioned above, some employees deemed particularly vulnerable are exempt from performing on-site work. This means that they can only be required by the company to work from home, in so far as the provision of work under these conditions, is compatible with the relevant employees' duties.

The obligation to work from home for certain employees arises from mandatory legal provisions and the employees' consent is not required. In those situations where the employees are required to work from home, companies must review the insurance policy for accidents at work and professional diseases, so as to ensure that the risks arising from these new circumstances are covered.

Do I have any special duty of information towards my workers?

The Contingency Plan must be known to all employees; hence, its disclosure must address this concern. In addition, companies should work to develop mechanisms aimed at easing communication with their employees with respect for private intimacy, but also ensuring centralized monitoring and handling of issues.

Being prophylactic isolation of workers necessary or recommended, should I wait for a decision by the health authority or can I determine it in a preventive manner? Will workers in isolation be able to continue working from home?

If there are well-founded reasons to suspect contamination by COVID-19, isolating a worker

should, as far as possible, result from a decision rendered by the relevant health authority. If it is not possible to timely obtain this decision, the isolation - and consequent abandonment of the company's facilities - must be determined by the employer, together with the occupational health and safety services, the worker being required to comply with this order. On the other hand, as previously mentioned, workers infected with COVID-19, as well as workers upon which health authorities have determined a situation of active surveillance / prophylactic isolation (quarantine), are subject to mandatory quarantine.

What is the impact of this isolation on the employment contract? Do workers maintain the right to their remuneration?

If isolation is not an obstacle to the performance of professional activity, the worker shall in principle maintain the right to remuneration. If isolation prevents the provision of work, the worker is only entitled to the basic monthly salary. However, we would recommend that a case-by-case analysis be undertaken on this regard.

Can I close the company for purposes of employees' vacations?

The modification of previously scheduled vacations must desirably be made with the agreement of the employees. The company's chances of booking the holidays outside of the situations of agreement are severely limited, both in terms of the marking period or the enjoyment of the holiday.

However, in exceptional situations, employees may be required to enjoy vacations during the period of partial or total suspension of the activity of the work center, provided economic imperatives related to the company justify it. Thus, in so far as the partial or total suspension of the activity of the work center seriously affects the financial situation of the company, the employer may, in principle, impose that employees enjoy their holidays during the relevant suspension period, upon notice thereof to the relevant employees.

Can the employee in isolation continue to work remotely? If so, what should employer guarantee?

Assuming that isolation is not caused by an incapacity situation, the employee may continue to work

remotely, it falling to the company to ensure that the necessary conditions for said purpose exist. Working remotely should be agreed on with the employees, refusals having to be managed on a case-by-case basis, as means to safeguard both the continuity of the production process and the legal guarantees enjoyed by the employee.

What are the consequences of the closure of schools on the rights of employees who stay at home to provide support to their families?

Women-employees with children under 12 years of age under their care are exempted from working at the company's premises. Furthermore, it is only possible to impose that they work from home, to the extent that their functions are compatible with such regime.

For such employees, the employer is required to pay the full monthly remuneration, even in situations where no compatibility exists between the relevant work and working from home.

Regarding employees who are fathers their absence from the regular place of work or their abstention from working from home, when it has been determined to provide support to their children, will only be considered justified if the employee so requests and the employer authorizes such absence or abstention. Moreover, such absence shall be paid only if the employer does not expressly state otherwise in the respective authorization.

What are the solutions to mitigate or offset the financial costs and losses generated in my organization by COVID-19?

Although it has not been yet approved any public support measures for companies and/or workers specifically aimed at mitigating the labour impacts arising from COVID-19, such as social contributions to help the payment of salaries or possible postponement of payment of social security contributions, existing labour legislation already provides for a set of mechanisms that could in some way mitigate companies' costs, such as the adoption of working hours schemes to reduce working time and remuneration, as well as modelling working times in the period of crisis and post-crisis, thereby reducing financial costs with staff.

Tax obligations

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

No general regime was approved to allow postponing the fulfilment of tax obligations (filling of tax returns / payment of taxes).

So far, only taxes due on importation of food, medicines and other essential goods may be paid under the so-called “*a posteriori payment*” regime.

There are measures regarding the interaction between taxpayers and the Tax and Customs Authority (“AGT”) due to the impact of the COVID - 19?

While the state of emergency is in force, tax and customs offices will only be performing face-to-face service in cases of absolute necessity and with reduced working time. Pursuant to a notice issued by the AGT on the 27th of March, the work schedule goes from 8 a.m. to 1 p.m., with the exception of the Taxpayer Support Centre (“*Central de Apoio ao Contribuinte*”), which will operate from 8 a.m. to 3.30 p.m.

Tax offices will only perform minimum services related to tax registration of individuals, tax assessments and clarifying doubts on remote services.

To clarify any queries regarding tax matters and for purposes of fulfilment of tax obligations, AGT recommends taxpayers to:

- contact the Taxpayer Support Centre (“*Central de Apoio ao Contribuinte*”) by telephone (923167272) or e-mail (agt.callcenter@minfin.gov.ao);
- use the platform “*Portal do Contribuinte*” (<https://portaldocontribuinte.minfin.gov.ao>);
- send their queries by e-mail to enpa.funcional@minfin.gov.ao or enpa.tecnica@minfin.gov.ao.

For customs issues, contacts should also be made preferably using the available platforms and email addresses.

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 whose activities are to be maintained have the obligation to create the necessary biosafety conditions for the protection of people that are providing services. Therefore, these 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.

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 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, Angolan 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, Angolan law also foresees that the debtor will not answer for the consequences of the delay.

These effects are not effective automatically 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 arise.

With regard to the obligations arising from bank loans, Presidential Decree 82/20, of 26 March ("Presidential Decree 82/20"), foresees that demands, delays and enforcement shall have no

effect, by virtue of delay in complying with obligations which may not be complied with as a result of the State of Emergency.

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 fails to supply them due to the shut down by an administrative order of its factory) Angolan law states that, provided that some requirements are met, the obligation may expire in the same terms as described above. In any case, the existence of this causal link will always have to be shown.

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 Angolan 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 and as mentioned above, the review of the specific contract and the relevant documentation in place between the parties is crucial to this conclusion.

Are there any transitional measures applicable to lease agreements?

Presidential Decree 82/20 approves a transitional derogation regime for the protection of tenants, under which the eviction proceedings by landlords are forbidden in the residential leases. This regime does not exempt the tenant from the obligation to pay the rent.

Impact on bank loans – Moratorium¹

Have moratoriums been conceded to bank customers?

Yes; under BNA's Order 4/2020, of 30 March, ("Order 4/2020"), bank customers may benefit from a 60-day moratorium to pay the instalments of their bank loans, said moratorium covering capital and interest.

Who may benefit from this moratorium??

Generally, bank customers that:

- expressly request it in writing before the relevant bank; and
- are parties to credit operations that are in order and that are already under a reimbursement stage or initiated such stage, in March 2020.

Besides the moratorium, are there any other benefits to these customers??

Yes; banks are prevented from modifying the amount if the instalments and must suspend all admonishments, constitution of customers in arrears and enforcement proceedings resulting from the delay in the compliance of the obligations to pay capital and interest, when such payments cannot be made as a result of the impact of the COVID-19 pandemic.

Must I immediately modify my contract to benefit from the above measures?

No; banks are under the obligation to adopt the necessary measures to ensure that the relevant contractual addendums are made *a posteriori*.

Will expenses and commissions be charged as means to benefit from the above measures?

No; the measures foreseen in Order 4/2020 are exempt from expenses and commissions.

¹ This is without prejudice to the impacts on the management of contracts, that are equally relevant to this matter.

Public Administration and on Public Procurement Procedures

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;
- claiming a "justifiable reason" as grounds for excusable non-compliance with deadlines before the Public Administration (or, at least, as a ground for requesting an extension of the deadline);
- Presidential Decree 82/20 suspends limitation and prescription periods, as provided by Law, in relation to legal proceedings or rights, during the state of emergency period. Similarly, it is provided that official documents, licenses, permits or other types of administrative acts that have expired during this period shall remain valid.

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

COVID-19-related events will enable Contracting Public Entities to adopt streamlined and simplified acquisition procedures.

Pursuant to Article 24 of the Presidential Decree 82/2020, the urgent acquisition of goods and services necessary to control and tackle the pandemic is

subject to an exceptional regime, whose terms and conditions will be determined by the Ministry of Finances.

The same article establishes that essential goods and services, such as medication, hospital material, biosafety material and other essential materials, may also be acquired through a simplified procedure, whose terms will be determined by the head of the ministerial department in charge of public finance, as well.

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 be grounds to release the bidder from the bid submitted 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 67.2 of the Public Procurement Law, it is advisable that contracting public entities grant a period longer than the standard period to submit bids or proposals – except in the event of manifest and pressing urgency.

The disruption caused by the COVID-19 could further warrant extending deadlines that are already ongoing.

Impact on the import of essential goods

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

Yes; under BNA's Order 5/2020, of 30 March, ("Order 5/2020"), the import of basic foodstuff, medication, biosafety material and other essential materials (jointly referred to as "Essential Goods") is no longer subject to the limits foreseen under Order 18/19, of 25 October, subject to the condition that the underlying payments be made directly to the producers or their official representatives.

The same Order establishes that essential goods and services, such as medication, hospital material, biosafety material and other essential material, may also be acquired through a simplified procedure, whose terms will be determined by the head of the ministerial department in charge of public finance, as well.

Does this measure apply to all essential foodstuff?

No; only to the following:

- sugar;
- rice;
- grain of maize;
- wheat grain;
- beans;
- powdered milk;
- cooking oil;
- cattle meat;
- pig meat;
- chicken meat.

Are there limits regarding advance payments regarding the import of essential goods? Does BNA have to authorize such payments?

Pursuant to Order 5/2020, only advance payments regarding the import of essential goods in amounts superior to US\$ 100.000,00 (one hundred thousand United States dollars), per operation, are subject to BNA approval, subject to an exemption on the issuance of performance bank guarantees.

Advance payments regarding other assets that may come to be considered as essential and that are superior to US\$ 100.000,00 (one hundred thousand United States dollars) are also subject to BNA approval.

As means to benefit from said approval, interested parties must address their duly grounded requests to their commercial banks that will then be forwarded to BNA. BNA's exchange control department should reply to the approval requests within 48 hours from the receipt of the request or the additional clarifications that it deems fit to request.

For how long will these exceptional measures be in place?

This exceptional regime entered into force on March, 30th, and it is set to last for a 90-day period.

Litigation

Are courts still working?

Even before the status of emergency was declared in the country, on the 25 March 2020 and bearing in mind the Provisional Presidential Decree no. 1/20 dated 18 March, the Superior Council of Magistrates ordered the generalized suspension of the judicial courts for a 15-day period, safeguarding only the performance of minimal services. This means that courts continue to work at least to ensure the performance of in-person acts dealing with urgent and fundamental rights, notably acts regarding interim measures and those involving remanded defendants.

Are persons summoned for any procedural acts required to attend?

As mentioned above, in-person hearings and acts can be held in urgent proceedings under certain conditions; anyone summoned to same must therefore appear before the court. In any event, failure to appear before the court or to participate by any means of remote communication can always be justified based on health reasons, subject to the judge's acceptance of such justification.

What happens to running deadlines during the epidemiological crisis?

Pursuant to the Presidential Decree no 82/20, it falls to the Ministry of Justice and Human Rights, in articulation with the Superior Council of Magistrates and that of the Public Prosecutor, to adopt the measures found adequate to ensure access to the law and the courts as means to safeguard rights, freedoms and guarantees at harm or under the menace of being harmed. This means that until these measures have been adopted by the relevant authorities, rules regarding deadlines in ongoing proceedings should be viewed as unaltered.

What happens to running statutes of limitations and expiry deadlines?

Pursuant to the Presidential Decree no 82/20 statutes of limitations and expiry deadlines regarding all types of proceedings are suspended.

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?

The law provides for and punishes as a crime of hoarding the behaviour in which the trader, taking advantage of a notorious shortage of essential goods, such as medicines, masks, or disinfectant products, refuses to sell or hide the provisions, to the detriment of consumers who need these goods.

In this context, speculative conducts, whereby goods are marketed at prices higher than those which would result from natural and free competition; and fraudulent advertising, whereby unjustified profit is sought, in particular as regards fake medical procedures for cure, are also punished.

Can a person be arrested if he violates the rules on self-isolation laid down in Presidential Decree No 82/20 of 26 March?

In the event of a violation of the rules on self-isolation, the competent authorities shall instruct the citizen to return home in an educated manner.

Failure to respect this order constitutes a crime of disobedience, punishable under criminal law, and may lead to immediate detention.

Can an infected person be punished if they infect someone?

Yes, if contamination is malicious or if, at least, the infected person anticipates that they could infect others through their behaviour. Although the Criminal Code does not define the crime of spreading contagious disease, the conduct of someone who is infected and, knowingly, intentionally infects others, may be included in the crimes of bodily harm, homicide and poisoning.

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 must be provided. nother 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 will be automatic in a state of emergency and will have to 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 conflict of duties, 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 would enable 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 its entry into force and never in relation to situations that occurred at an earlier time.

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.

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:

- restrictions to the freedom of movement and to being on the public highway, citizens must stay at home (without prejudice to any urgent and required travel);
- provincial cordon sanitaire, traveling between provinces is generally forbidden across the national territory;
- public transport essential to mobility remains in operation only for the provision of minimum services and subject to specific rules;
- national cordon sanitaire, no person may, as a rule, enter and exit the national territory.

In regard to the maritime- sector, the Port of Luanda has recently adopted the following measures:

- vessels wishing to dock must inform the port 72 hours in advance of the vessel's last 10 ports on which it was docked calls;
- all requests for direct berthing at the port of Luanda are suspended, vessels should anchor outside the port and be subject to inspection visits by Health and Maritime Sanitation entities;
- the bar pilot will only enter the vessel once the inspection by the health authorities is conducted.

Miscellaneous

Among the provisional and exceptional measures implemented by Presidential Decree 82/20, we would like to further highlight, the following:

- compulsory quarantine, either in an institution or at home, is imposed on patients with COVID-19 infected with the SARS-Cov2 as well as on any citizens ordered to remain under active surveillance by the proper health authorities;
- State bodies will adopt their own specific operation procedures, but must ensure minimum services;
- shutdown of the State's central and local (direct or indirect) administration's public services, save for:
(public and private) hospital units; the Central Bank of Angola; insurance services; pharmacies, medicines' suppliers and providers of hospital goods and services; military services and units; private security services; civil protection services, fire department and emergency services; energy and water services (including private tanker supply); traffic support and mobility services; waste collection and treatment services; cemeteries, morgues and related death registration services;
- special protection of particularly vulnerable citizens, namely citizens aged 60 or over, persons with underlying chronic health conditions deemed to belong to risk groups, pregnant women and women with children under 12 years of age under their care who, to the exception of public office holders, healthcare professionals, traffic and mobility support operators and members of defense and security bodies, are released from working in person;
- no employment relationships may be terminated based on workers' absence from the workplace;
- workers released from working in person may work from home as may be determined by their employer;
- shutdown of teaching and training establishments;
- general shutdown of shops save for the following: food stores; banks and payment services; telecommunications and press, radio and television services; hotels; take-away services; gas stations and services in the national fuel supply chain; funeral parlors and related services; motor vehicle maintenance and repair; and other services essential to community life. Establishments remaining open must ensure the

biosafety conditions necessary for the protection of their staff and service;

- open/Farmers' markets will remain open and itinerant salesmen may continue to sell products, albeit only essential products;
- shutdown of industrial units save for the following industries: production of food and beverages; products essential to healthcare services; oil and oil support services; mining; units working in continuous production cycles; units producing cardboard, glass and plastic; others essential to community life; Industrial units remaining open must ensure the biosecurity conditions necessary for the protection of their staff and service;
- prohibition of political events and activities, meetings and protests with more than 50 people;
- prohibition of recreational and leisure activities on the public highway or in public spaces;
- suspension of services and religious celebrations;
- the procurement of urgent goods and services required to control and combat the pandemic is subject to a yet to be defined derogation regime;
- the payment of taxes on the import of food, medicines and other essential goods will be settled later, on terms to be defined;
- tenants under residential lease agreements cannot be evicted;
- retired doctors and nurses may be subject to civil requisition, save for those who are vulnerable to the pandemic;
- the Ministry of Justice and Human Rights, in liaison with the Superior Councils of the Judicial Magistracy and the Public Prosecutor's Office must make the adequate arrangements to ensure effective access to justice and the courts;
- suspension of statutes of limitations and expiry deadlines running in connection with any proceedings and rights;
- licenses, permits or any other administrative acts remain valid regardless of their expiry date;
- demands, defaults and enforcement proceedings arising from the performance of obligations that cannot be performed due to the measures set out in the Regulation are voided;
- the media, both public and private, remain in operation.

Legislation

Law 17/91, of 11 May	Law on the state of siege and state of emergency
Provisional Legislative Presidential Decree 1/20, of 18 March	Suspends all commercial and passenger flights from Angola to abroad and vice versa, extendable for an equal period of time, depending on the overall development of the COVID-19 pandemic, prohibits the movement of people at land borders, the docking and disembarkation of passenger ships and their crews, from outside the country, at all national ports
Presidential Order 45/20, of 18 March	Suspends the missions abroad for executive members of the Central and Local Administration of the State
Executive Decree 121/20, of 24 March	<i>Ministry of Justice and Human Rights</i> Suspends the provision of the services of the Registry and Notary, the Civil and Criminal Identification, the Legal Office, the “ <i>Guiché Único da Empresa</i> ” (GUE), the “ <i>Balcão Único do Empreendedor</i> ” (BUE), the “ <i>Centro de Resolução Extrajudicial de Litígios</i> ” (CREL) and the “ <i>Instituto Nacional de Estudos Judiciários</i> ” (INEJ), for 15 days, with effect from 24 March 2020.
Executive Decree 122/20, of 24 March	<i>Ministry of Public Administration, Labour and Social Security</i> Determines that all public and private companies and other entities covered by the General Labour Law must prepare and implement contingency plans in accordance with the Provisional Presidential Legislative Decree 1/20, of 18 March.
Presidential Decree 81/20, of 25 March	Declares the State of Emergency, for a period of 15 days, starting at 0:00 on 27 March 2020 and ending at 23:59 on 11 April 2020, extendable under the terms of the law.
Presidential Decree 82/20, of 26 March	Establishes the concrete exceptional measures in force during the State of Emergency and delegates powers to the Ministers to define the measures to be implemented. – this Decree revokes all acts conducted by Central and Local Administration bodies that are contrary to the provisions set therein.
BNA Ruling 4/2020, of 30 March	Flexibility of Deadlines for Fulfilment of Credit Obligations
BNA Ruling 5/2020, of 30 March	Temporary exemption from limits to advance payments made in connection with the import of food, medicines and biosafety material

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