International
Comparative
Legal Guides

Shipping Law

2024

11th Edition

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glg Global Legal Group

Q&A Chapters

Angola


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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 Angola:

- 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; and
- 1972 International Regulations for Preventing Collisions at Sea ("COLREGs"), as amended in 1981.

The above conventions are supplemented by domestic regulation, notably Article 73 *et seq.* of Law 27/12 of 28 August ("Merchant Navy Law", as amended by Law 34/22, of 13 September) and Article 664 *et seq.* of the Commercial Code.

(ii) Pollution

The following international conventions and relevant protocols have been adopted by Angola:

- 1969 International Convention Relating to Intervention on the High Seas in Cases of Oil Pollution Casualties, as amended in 1973 and 1991;
- 1973 International Convention for the Prevention of Pollution from Vessels ("MARPOL 73/78") and Annexes I/II, III, IV and V;
- 1990 International Convention on Oil Pollution Preparedness, Response and Cooperation ("OPRC 90");
- 1992 Protocol to Amend the 1969 International Convention on Civil Liability for Oil Pollution Damage ("CLC 1969");
- 1992 Protocol to Amend the International Convention on the Establishment of an International Fund for Compensation for Oil Pollution Damage ("FUND");
- 1996 International Convention on Liability and Compensation for Damage in Connection with the Carriage of Hazardous and Noxious Substances by Sea; and
- 1996 Protocol to Amend the 1972 Convention on the Prevention of Marine Pollution by Dumping of Wastes and Other Matter, which regulates environmental protection.

At a domestic level, one must consider the relevant provisions of the Merchant Navy Law, Law 5/98, of 19 June ("Environmental Law") and ancillary regulations and related statutes.

(iii) Salvage / general average

Salvage is governed by the 1910 Salvage Convention, the 1979 International Convention on Maritime Search and Rescue ("SAR") and, where applicable, the provisions named in the Merchant Navy Law (Article 81 *et seq.*), Presidential Decree 96/23, of 6 April ("Regulation on the Sea Search and Rescue System") and in the Commercial Code (Article 676 *et seq.*).

The General average is governed by the provisions of the Commercial Code (Article 634 *et seq.*).

(iv) Wreck removal

Angola is not a signatory of the 2007 Nairobi International Convention on the Removal of Wrecks. The removal of wrecks must be dealt with in light of the domestic law, namely the Merchant Navy Law, the Environmental Law and ancillary statutes and regulations.

(v) Limitation of liability

Angola is not a signatory of the Convention on Limitation of Liability for Maritime Claims. Conversely, both the 1924 International Convention for the Unification of Certain Rules relating to the Limitation of the Liability of Owners of Seagoing Vessels and the 1957 International Convention relating to the Limitation of the Liability of Owners of Seagoing Vessels are applicable. Furthermore, it is important to note that domestic law provides some special rules in respect of the limitation and sharing of liability (e.g., where collision was caused due to fault or wilful misconduct of the crew, damages will be computed and shared between owners *pro rata* to the severity of each crew party's fault, and that if it is not possible to determine which vessel caused the accident, all intervening vessels must be jointly liable for damages and losses arising therefrom).

(vi) The limitation fund

The limitation fund can be established in any way admitted in the law and is dependent on the filing of a proper application before the relevant court. The application must identify/list:

- the occurrence and damages;
- the amount of the limitation fund;
- how the fund will be established;
- the amount of the reserve; and
- the known creditors and the amount of their claims.

The application must be filed along with the vessel's documents supporting the calculation of the amount of the fund (e.g., a tonnage certificate).

1.2 Which authority investigates maritime casualties in your jurisdiction?

The investigation and response to maritime casualties is led by the Department for the Investigation of Marine and Port Accidents of the National Institute for the Investigation and Prevention of Transport Accidents (*Instituto Nacional de Investigação e Prevenção de Acidentes de Transportes* or "INIPAT"). In performing its duties, INIPAT is assisted by the National Maritime Agency (*Agência Marítima Nacional* or "NMA"), as the maritime authority, and by the local port authorities and captaincy with jurisdiction over the area in which the casualty took place. In the event of (eventual) environmental damage, environment authorities may also be called to act, notably the Ministry of Environment.

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

While investigating marine casualties, INIPAT has the power to question witnesses, crew members, passengers or other persons it deems necessary in order to ascertain the facts and to clarify the reasons that led to the casualty.

The NMA is the supervising entity of the National Coordination of the Sea Search and Rescue Service ("SARMAR ANGOLA"), and is responsible for, *inter alia*: (i) monitoring the carrying out of search, assistance, re-floating and salvage activities; (ii) ensuring the efficient organisation of the means to be employed during the search and salvage operations; and (iii) initiating, performing and coordinating search and salvage operations for ships in distress.

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"), applies. Under the Hague Rules, the carrier is liable *vis-à-vis* the consignee in relation to the loading, handling, stowage, carriage, custody, care and discharge of such goods. Contracts of carriage are therefore governed by the terms of the Hague Rules and the Commercial Code (Article 538 *et seq.*) in the absence of detailed provisions set out in the relevant contract.

It is important to note that if the shipment (i.e., loading and place of destination) takes place between two countries party to the Hague Rules, these rules shall apply. However, if the country of destination of the goods is not a signatory to the Hague Rules, then the applicable law would be determined by Angolan courts in accordance with the *lex rei sitae* principle.

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

As a general principle, any party to a contract of carriage who holds an interest over the cargo and can demonstrate that it has suffered losses or damages arising from the carrier's actions and/or omissions is entitled to sue for losses or damages.

The rights to sue under a contract of carriage assist: (i) the shipper; and (ii) the rightful holder of the bill of lading. In this respect, it is noteworthy that, when in the presence of: (i) a straight bill of lading, the right to bring a claim remains with the named consignee; (ii) an order bill of lading, only the latest endorsee is eligible to sue; and (iii) a bill of lading to bearer, it is up to the rightful holder at a given moment to sue.

Rights under a contract of carriage may be validly transferred to third parties either by way of assignment of contractual position or subrogation of rights (which is typically the case when insurers indemnify cargo interests and then seek reimbursement from the carrier), as long as the relevant rules provided in the Civil Code are met.

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

In light of Article 3.5 of the Hague Rules, the shipper must indemnify the carrier against all loss, damages and expenses arising or resulting from inaccuracies regarding the information (marks, number, quantity and weight) on the cargo to be transported.

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

The general time bar for claims arising out from contracts is 20 years, although there are certain cases in which this statutory limitation period is shorter. Still, the statute of limitation for cargo claims arising out of contracts ruled by the Hague Rules is one year, counting as from the date of delivery of the goods or when the goods should have been delivered.

3 Passenger Claims

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

Carrier's liability is mostly fault-based. In the event of delays, unexpected changes of route, or damages or loss of carriage, passengers are entitled to claim compensation for losses and damage caused by an action attributed to the carrier, regardless of its wilful misconduct.

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

Angola is not a party to the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea. Generally, the rules applicable to the carriage of passengers are set forth in the Commercial and Civil Codes and the Consumer Law; this is in addition to the individual terms of the contract of carriage.

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

As mentioned above in question 2.4, the general time bar for claims arising out of commercial contracts is 20 years. Nevertheless, there are grounds to argue that claims for loss of life or personal injury (including for damages on property) arising out of shipping incidents impose strict liability to the carrier, being, in this case, the applicable limitation period of three years, counting from the moment that the claimant becomes aware of its rights.

It is worth noting that, under Articles 318 to 327 of the Civil Code, the running of the statute of limitation period may be: (i)

suspended (in which case the period of suspension is not to be counted when assessing if the statute of limitation has expired); or (ii) interrupted (in which case, the interruption renders the time already elapsed of no effect and a new statute of limitation will restart counting as from the interruption).

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?

Angola is a party to the 1952 Convention for the Unification of Certain Rules relating to the Arrest of Seagoing Vessels ("1952 Convention"). Under the 1952 Convention, any person alleging a maritime claim is entitled to seek the arrest of a ship. A "maritime claim" is deemed to be a claim arising out of one or more of the situations named under Article 1.1 of the 1952 Convention.

Outside the scope of the 1952 Convention, i.e. for the purposes of obtaining security for an unlisted maritime claim (e.g., arrest for a ship sale claim, unpaid insurance premiums, protection and indemnity ("P&I") dues, amongst others) or to seek the arrest of a vessel sailing under the flag of a non-contracting state, the claimant must make use of the provisions of the Angolan Civil Procedure Code ("CPC"). In this case, and aside from the jurisdiction issue that must be properly assessed, in addition to providing evidence on the likelihood of its right/credit, the claimant must also produce evidence that there is a risk that the debtor/arrestor may remove or conceal the ship (security for the claim) or that the ship may depreciate in such a way that, at the time that the final judgment is handed down in the main proceedings, the ship is no longer available or has substantially decreased in value.

Before ordering the arrest, the arrestee is granted the opportunity to oppose/challenge the arrest application. Please note, however, that if the arrest application is properly filed and duly documented, the court may order the detention of the vessel before summoning the arrestee or granting the arrestee the chance to oppose the arrest application. The arrestee has 10 days to oppose the arrest application/order.

With the arrest in place, the claimant is required to file the initial claim for the main proceedings, of which the injunction will form an integral part, within 30 days of the arrest order. During the proceedings, the parties are free to settle by agreement and withdraw the claim. If the main claim should be filed with a foreign court, then the judge dealing with the arrest application must set out the period within which the claimant must commence proceedings on the merits in the appropriate jurisdiction. The defendant is entitled to post a security before the relevant court in the amount of the claim brought by the claimant, and seek the release of the vessel pending foreclosure and auction.

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 arising from a bunker supply may be considered a maritime claim under Article 1 (k) of the 1952 Convention.

In addition, and as set out by Article 3(4) of the Brussels Convention, a bunker supplier may arrest a vessel in connection with a claim for the price of bunkers supplied under a contract with the charterer, rather than with the owner of the vessel, despite the added difficulty in enforcing the security where the charterer is not the owner. To the best of the authors' knowledge, there is no case law in Angola regarding the interpretation of this article of the Brussels Convention.

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

Yes, it is possible to arrest a vessel for claims arising from ship sale and purchase contracts. However, as the claims arising from these contracts do not qualify as "maritime claims" for the purposes of the 1952 Convention, those willing to arrest a vessel for an unlisted maritime claim must make use of the provisions of the CPC (in order for measures to be taken, the claimant must provide evidence of the likelihood of its right and justified fear of irreparable damage or damage that is difficult to repair).

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?

Assets (e.g., bunkers) belonging to the arrestee may be subject to arrest, provided that it is possible to establish ownership in respect thereof. In addition, the carrier is entitled to exercise a possessory lien over cargo. In this respect, please be advised that, pursuant to Angolan law, a lien is only enforceable if specifically provided by law and not merely by contract. By way of illustration, Article 755 (1)(a) of the Civil Code provides that any debts resulting from shipping services entitle the carrier/creditor to retain goods in its possession until the full discharge of those debts.

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

Despite the judge being free to decide otherwise, no security is usually required. Whenever the court asks the claimant to provide a security deposit, it will generally correspond to the amount of the claim. The security may be deposited in any form considered acceptable by the court.

Typically, cash deposits (at the court's order) and bank guarantees are the most effective forms of security. Letters of undertaking ("LoUs") are acceptable in very limited situations and their acceptance is always dependent on the other party's agreement.

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

There is no standard practice in this regard (this will ultimately depend on the assessment made by the judge in charge of the file and the specifics of the claim/parties).

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

While the arrest is pending, and until the vessel is sold in the enforcement proceedings, a custodian appointed by the court is responsible for ensuring the preservation of the assets, whenever the master and their crew are absent or urgent decisions are to be taken.

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?

According to Article 6, paragraph one of the 1952 Convention, all questions regarding whether in any case the claimant is liable for damages for the arrest of a ship or for the costs of the bail or other security furnished to release or prevent the arrest of a ship, must be determined by the law of the contracting state in whose jurisdiction the arrest was made or applied for. Article 7(1) of the 1952 Convention in turn establishes that the courts of the country in which the arrest was made must have jurisdiction to determine the case upon its merits if the domestic law of such state gives jurisdiction to such courts, as well as in the specific cases set out therein.

As mentioned in the answer to question 4.1 above, in order to obtain the arrest of a vessel under the CPC, the claimant must provide the court with evidence of the likelihood of its right and justified fear of irreparable damage or damage that is difficult to repair.

In the event that the arrest is found to be inadmissible or unjustified or if it expires (e.g., because the main proceedings are not initiated after the arrest is granted), the claimant is liable for the damage caused to the defendant whenever it has not proceeded with reasonable prudence or due care (as per Articles 387 and 406 of the CPC and Article 621 of the Civil Code). The arrest may be considered wrongful, *inter alia*, whenever there is a conscious manipulation or omission of facts or imprudence or culpable error in the allegation of facts and in the submission of evidence considered in the decision of arrest taken by the court.

Accordingly, the owner of the vessel can request the payment of compensation by the claimant for any damages suffered as a result of a wrongful arrest, such compensation is to be claimed in separate judicial proceedings.

4.9 When is it possible to apply for judicial sale of a ship and what is the procedure for judicial sale?

Judicial sale is a measure that can be adopted to fulfil a financial obligation determined by a court decision or other enforcement order. In Angolan law, the judicial sale of vessels has no specific rules; the general procedure of the CPC applies with no distinctions as to the object to be sold.

The main purpose of execution is to guarantee payment of the debt in question. Once the debtor's assets have been seized, they are sold in order to settle the debt with the amount obtained. The judicial sale, conducted exclusively by the court, takes place by means of sealed bids, in accordance with Article 886.2.

The steps for the judicial sale of a vessel are as follows:

1. the starting value for the sale is established, in accordance with Article 889.2;
2. notices and announcements are published, and other means such as newspapers or websites may also be used, as provided for in Article 890;
3. interested parties have the opportunity to inspect the property in the period between the announcement and the sale, according to Article 891;
4. the holders of the right of first refusal to purchase the seized property are notified;
5. the bids are opened at a hearing before the judge and, if necessary, bids are made between the bidders with equal or higher bids, as provided for in Article 893. The judge may choose to draw lots for bids of identical value;
6. the debtor, the creditor and the other creditors present evaluate the bids. In their absence, the highest bid automatically prevails, provided it exceeds the amount initially set (Article 894);
7. the holders of the right of first refusal are given the opportunity to exercise this right, with subsequent deposit of the amount offered, as established in Article 896; and
8. finally, the transfer deed is drawn up and delivered to the buyer, who must proceed to register the property.

This process ensures compliance with the stipulated rules, guaranteeing transparency and fairness in the judicial sale of vessels and other assets.

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?

Angolan civil law provides the possibility of the applicant requiring from the court a motion aiming at ensuring the preservation of documents or property whenever there is a serious risk of their loss, concealment or dissipation. This motion must be duly grounded. Parties may also request the production of evidence within the control of the other party or request the anticipatory production of evidence if there is a justifiable concern that the production of evidence at a later stage will be impossible or very difficult.

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

As a general rule, it is up to the parties to establish the object of their claim/proceedings and the judge cannot go beyond the limits of the claim as put forward by the parties. In addition, parties have the burden of presenting the facts of their interest and producing evidence in respect thereof. The court will take into account the evidence produced/requested by the parties, but it is not limited to the same. In fact, the court is also empowered to request and compel the parties to disclose all evidence deemed necessary to the discovery of the truth and/or to the best resolution of the dispute.

No specific procedure disclosure obligations are foreseen regarding maritime disputes.

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

This topic is generally addressed in Law 11/20, of 23 April, which sets forth the regime applicable to cellular identification and localisation and electronic surveillance. Accordingly, the use of electronic discovery, either by means of interception of telephonic and telematic communications, can only take place in very limited situations (criminal-related matters) and is dependent on judicial authorisation. Moreover, electronic data cannot be collected randomly and must only be taken and preserved for the specific purpose it refers to. Where wrongly or illegally collected, the discoveries must be destroyed.

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 Angolan judicial system has a judicial organisation based on the principle of specialisation, with: (i) the Courts of Ordinary Jurisdiction; and (ii) the Courts of Specialised Jurisdiction on one side, with the Supreme, Constitutional, Audit and Military Courts at the top. With regard to ordinary jurisdiction, which are the courts with full jurisdiction, whenever the law does not submit the assessment of a certain matter to a Court of Specialised Jurisdiction, the Courts of Ordinary Jurisdiction will be the competent ones, and their organisation is currently subject to the provisions of Law 29/22, of 29 August (Organic Law on the functioning of the Courts of Ordinary Jurisdiction), which provides for three categories of courts: (i) the Supreme Court, which is the highest body in the hierarchy of Angolan courts; (ii) the Courts of Appeal; and (iii) the District Courts. The Courts of Appeal have the power to analyse and review contested decisions of the District Court. Likewise, the Supreme Court has corresponding jurisdiction over contested decisions handed down by the Courts of Appeal. The District Courts have jurisdiction over the areas in which they are established and can be divided and organised by expertise under the so-called Room of Expertise. Existing since 1997, the Room of Expertise for Maritime Matters has jurisdiction over any maritime dispute submitted to its jurisdiction, including, to name a few, disputes over shipbuilding and repair contracts, purchase and sale contracts, chartering contracts and bills of lading, injunctions against ships and their cargo, and so on.

In general, Angolan courts will find themselves competent to rule on claims where the parties in dispute and the claim itself have a close connection/link to Angola.

As a rule, jurisdiction clauses stated in contracts (including bills of lading) are valid and enforceable, provided they arise from a written agreement and do not fall under the exclusive jurisdiction of the Angolan courts, as established by Article 99 of the CPC.

Article 5 of Executive Decree 26/97, of 6 June, further establishes that Angolan courts' jurisdiction cannot be excluded in matters of international maritime law, which would be within the jurisdiction of Angolan courts in accordance with its domestic law, unless the parties are foreigners and if it is a question regarding an obligation that must be performed in foreign territory and does not relate to assets located, registered, or enrolled in Angola.

With regard to legal procedures before national courts, these can be generally described as follows:

- Proceedings commence with the filing of an initial written complaint before the court. In addition to listing the facts and arguments sustaining the claim, the claimant is required to list its witnesses and request the other evidence proceedings, such as inspections or surveys.
- Service is made by the clerks in person. Shipping agents represent owners'/disponent owners'/managers' interests and can receive documentation on their behalf.
- Generally, the defendant has 30 days to challenge and oppose the claim. If it fails to present its defence, the facts presented by the claimant are deemed proven (exceptions apply).
- With the opposition lodged, the judge will summon the parties and will try to resolve the dispute amicably or, that not being possible, prepare the final hearing.
- At the final hearing, the witness will be examined and cross-examined by the lawyers representing each party, and the judge may intervene whenever it is deemed necessary. At the end, lawyers are required to verbally issue their closing arguments.
- The judge will then prepare and issue the ruling which, depending on the amount of the claim, can allow for the application to appeal.

The duration of maritime proceedings, as with other legal proceedings in Angola, is highly unpredictable. In our experience, excluding arrests and any other interim measures, it should not be expected to take less than one to two years, as it depends on several variables, such as the court's caseload.

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

Currently, there is no domestic arbitral institution specialised on maritime arbitration. In any event, the Minister of Justice is the entity empowered to authorise the incorporation of arbitration institutions in Angola and there are several arbitral institutions currently in the country, including:

- the Centre for Extrajudicial Dispute Resolution ("CREL");
- the Angolan Centre for Arbitration of Disputes ("CAAL");
- the Centre for Strategical Studies of Angola Arbitration Centre ("CEEA");
- the Harmonia Dispute Resolution Centre;
- the Arbitral Juris; and
- the Mediation and Arbitration Centre of the Angolan Industrial Association ("CAAIA").

Still, in this regard, it is worth mentioning that the primary domestic source of law is Law 16/03, of 25 July (the Voluntary Arbitration Law ("VAL")). The VAL governs both domestic and international arbitration. According to the VAL, and similarly to French Law, an arbitration will be of an international nature when international trade interests are at stake, in particular when: the parties to the arbitration agreement have business domiciles in different countries at the time of the agreement's execution; the place of the arbitration, of the performance of a substantial part of the obligations resulting from the legal relationship from which the dispute arises or of the place with which the object of the dispute is most closely connected is situated outside the countries where companies have their business domiciles; or the parties have expressly agreed that the scope of the arbitration agreement is connected with more than one state.

The general rule under the VAL is that parties are free to submit their disputes to arbitration, with the exception of disputes that fall under state courts' exclusive jurisdiction and disputes that relate to inalienable or non-negotiable rights.

The arbitration agreement may consist of either an arbitration clause or a submission agreement. The arbitration clause concerns potential future disputes arising from a given contractual or extra-contractual relationship, whereas the submission agreement arises from existing disputes, regardless of whether they have already been submitted to a state court. The VAL treats both types of arbitration agreement on an equal footing.

Subject to any special law requiring a more solemn form, the arbitration agreements must be made in writing. An arbitration agreement is considered to be in writing if documented either in a written instrument signed by the parties or in correspondence exchanged between them. The VAL allows arbitration agreements to be incorporated into a contractual document that is not signed by both parties simply by reference to general terms and conditions on another contract.

It is worth noting in this regard that the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards ("New York Convention") is applicable in Angola since 6 June 2017. By adhering to the New York Convention, the double exequatur, amongst other hurdles, was excluded and the possibility of enforcement of internationally rendered arbitral awards was enhanced.

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

For the time being, there is no domestic alternative dispute resolution institution specialised on maritime mediation. Since the approval of Law 12/16 of 12 August, setting forth the rules applicable to the establishment and organisation of mediation and conciliation procedures as alternative dispute mechanisms, all procedures are held in the arbitration and mediation centres named in question 6.1.2 above. This statute allows for disputes in civil, commercial (including maritime), employment, family and criminal matters to be submitted to mediation, provided they concern waivable rights.

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

Due to the lack of resources and celerity of the judicial system, over the past few years the Angolan government has been incentivising the use of ADR mechanisms, such as arbitration and mediation. An example of this is Law 10/18, of 26 June, as amended ("Private Investment Law"), which states that disputes regarding disposable rights may be resolved through alternative means of dispute resolution, notably negotiation, mediation, conciliation, and arbitration, provided that no special law submits those disputes to the exclusive jurisdiction of judicial courts or to mandatory arbitration.

This effort is also evidenced by the fact the Convention on the Settlement of Investment Disputes between States and Nationals of Other States ("ICSID Convention") has recently entered into force in Angola, in a clear sign, along with the entering into force of the New York Convention, of Angola's will to enhance the use of alternative dispute resolution mechanisms.

Considering the fact that the use of arbitral institutions and mediation bodies tends to be more flexible, time effective and efficient, and granting to the parties more control over the proceedings, they are widely regarded as beneficial by comparison to the judicial courts.

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

Angola's legal framework on shipping and maritime matters is fairly complete and follows the international industry standards (please refer to question 9.1 below). Nevertheless, despite the efforts of the Angolan government and the achievements reached in the past decade, the country must continue developing its infrastructure (courts, registries, notaries, public administration, etc.) and support the training and qualification of its citizens. Although proceedings may drag over long periods of time (years), Angola benefits nowadays from a very capable community of judges, lawyers and other legal professionals.

7 Foreign Judgments and Awards

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

Article 1094 of the CPC sets out that any judgment awarded by a foreign court is, as a rule, subject to review and confirmation by the Supreme Court to be valid and enforceable locally (i.e., to obtain the exequatur).

The review and confirmation of foreign decisions under the CPC is mostly formal and should not involve a review on the merits/grounds of the judgment, but a simple re-examination of the relevant judgment and additional judicial procedure requirements. The process must begin with the filing by the interested party of an application to that effect with the Supreme Court. In order for the foreign decision to be recognised by the Supreme Court, the following set of requirements must be met:

- There are no doubts that the judgment is authentic and its content understandable.
- It must constitute a final decision (not subject to appeal) in the country in which it was rendered.
- The decision must have been rendered by the relevant court according to the Angolan conflict-of-law rules.
- There is no case pending before or decided by an Angolan court, except if it was the foreign court that prevented the jurisdiction of the Angolan court.
- The defendant was served proper notice of the claim in accordance with the law of the country in which the judgment was rendered, except in cases where, under Angolan law, there is no need to notify the defendant, or in cases where the judgment is passed against the defendant because there was no opposition.
- The judgment is not contrary to the public policy principles of the Angolan state.
- The decision rendered against the Angolan citizen/company does not conflict with Angolan private law, in cases where this law could be applicable according to the Angolan conflict-of-law rules.

After the application is filed, the court must serve notice of the same on the defendant. Once notice is served, the defendant may oppose the exequatur if any of the above requirements are not met.

If the defendant opposes the exequatur, the applicant may reply to the defendant's arguments. Afterwards, the case follows various procedural steps until the decision is made on whether to grant the exequatur. The losing party may still appeal against the court's decision.

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

Angola has acceded to the 1958 New York Convention by means of Resolution 38/16, of 12 August, and the same is applicable in Angola since 6 June 2017, following the period of 90 days after the deposit of its instrument of adhesion with the United Nations Secretariat. As referred to in 6.1.2 above, the adhesion to the New York Convention eliminated the need for double exequatur, amongst other hurdles, thus Angolan courts are now required to give effect *prima facie* to an arbitration agreement and award rendered in another signatory country. For an award to be enforceable, it must have previously been reviewed and confirmed by the Supreme Court after a review in accordance with Article V of the New York Convention.

The enforcement of arbitral awards when the New York Convention is not applicable is regulated in Law 16/03 and in the CPC, and can only be rejected on the following limited grounds (in addition to those which are also applicable to the enforcement of judicial decisions):

- the dispute is not arbitrable;
- the award is rendered by an arbitral tribunal with no jurisdiction;
- the arbitration agreement has expired;
- the award lacks the statement of grounds;
- there has been a violation within the proceedings of fundamental principles and the violation had a decisive influence on the outcome of the dispute;
- the arbitral tribunal has dealt with issues that it should not have dealt with, or has failed to decide issues that it should have decided; or
- when the tribunal decided as amicable composer and the award breaches the principles of public policy of Angolan law.

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.

Angola does not currently have offshore wind or other renewable energy initiatives in place. The renewable energy initiatives adopted by the Angolan Government are meant to be developed inland.

In this context, the Ministry of Energy and Water has recently published Angola's "New Renewables Strategy" through which Angola intends to diversify the investment in renewable energies.

In the context of this strategy, the Government of Angola expects that, until 2025, the energy generated by new renewables will exceed 7.5% of energy produced, about 3 TWh, predicting the installation of 800 MW to accommodate such expectations.

The three main objectives of the "New Renewables Strategy" are to:

- Improve access to energy services in rural areas based on renewable sources: The goal for off-grid situations is to ease the accomplishment of several activities that support the rural communities' development, relieving them from poverty, as well as guaranteeing that communities living in non-electrified areas may access safer and better-quality energy sources. The Government of Angola aims to expand electricity access to 60% of the population by 2025.
- Develop the use of the new renewable technologies connected to the grid, enhancing the establishment of new markets and reduction of regional asymmetries: The goal for grid-connected renewable energies is to develop the national renewable resources for generating electric energy, taking advantage of opportunities directed at replacing fossil fuels, avoiding investments in fossil fuel grids and enhancing new sectors that will generate wealth and employment.
- Promote and accelerate private and public investment in the new renewable energies: The goal is to generate effective conditions of investment in the new renewable energies that mitigate the distortion introduced by the subsidies to the fossil fuels, offering a suitable payback to the investment, an appropriate mitigation of risks and regulation, procedures and communication that ease the implementation and commit investors.

According to an appraisal report conducted in 2020 by the Sustainable Energy Fund for Africa ("SEFA"), a Special Fund managed by the African Development Bank, there is an opportunity for Angola to develop its wind energy potential. Such report indicated that 100 MW could be generated from two to five wind farms in the southern part of the country. To assist Angola in facing these challenges (notably the country's reliance on fossil fuel resources), SEFA has agreed to provide technical assistance to develop an enabling environment for Independent Power Producer/Public-Private Partnership projects and address capacity-building issues on procurement, design implementation and monitoring.

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

As per the answer given in question 8.1 above, Angola does not currently have offshore wind or other renewable energy initiatives in place and the closest initiatives are foreseen to be developed inland. Consequently, the current cabotage regime does not impact 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.

The recently published Presidential Decree 181/23, of 1 September, sets out Angola's Long-Term Development Strategy until 2050 ("ELP-2050"). The plan establishes, among other things, a vision, goals and priorities around various areas, such as the maritime and port sub-sector. This decree revoked Presidential Decree 81/19, of 20 March, which approved the Governance Model for the process of reviewing the Long-Term National Development Strategy ("Angola 2025").

Currently, approximately 94% of imports arrive in Angola by sea, which is why a number of objectives have been listed to be achieved in the long term up to 2050, such as:

- ensuring a clear regulatory framework, with a strengthened and modernised mandate;
- ensuring competitive operations, increasing investment and private participation, both in terms of financing and management;
- promoting transparency and efficiency in operations, through the creation of an integrated port system that connects all stakeholders in the value chain in real time;
- providing a reliable service, with service levels and operational indicators established, communicated and monitored, and with contingency plans to correct deviations; and
- simplifying and clarifying procedures, eliminating bureaucratic obstacles, especially in customs procedures.

According to several forecasts, by 2050 the productivity of ports will quadruple to approximately 30 million tons, as well as strengthening port and maritime regulations, expanding the concession of terminals to private individuals, attracting private investment for new projects and increasing regional and sectoral coordination within the port ecosystem.

The aim has also been to create links between ports, railroads and industrial parks and, consequently, the use of cabotage will only be developed along routes where it proves to be a real and attractive alternative for users.

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