International
Comparative
Legal Guides

Practical cross-border insights into shipping law

Shipping Law 2022

10th Edition

Contributing Editor:
Julian Clark
Ince

ICLG.com

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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 2012 ("Merchant Navy Law") 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 1998 ("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 89/16 of 21 April of 2016 ("Regulation on the Sea Search and Rescue System") and in the Commercial Code (Article 676 *et seq.*).

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 shall 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.

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 shall 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, in certain cases, 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 that they hold 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 shall 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?

Claims arising from ship sale and purchase contracts do not qualify as "maritime claims" for the purposes of the 1952 Convention. As such, and as stated in question 4.1, 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 by operation of the law and not merely by contract. By way of illustration, Article 755 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 1, of the 1952 Convention, all questions regarding whether in any case the claimant is liable in 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, shall 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 shall 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, 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 Article 387 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 to be claimed in separate judicial proceedings.

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 shall 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 2020, which sets forth the regime applicable to cellular identification and localisation and electronic surveillance. According to this new piece of legislation, 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 shall 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.

6.1.1 Which national courts deal with maritime claims?

The Angolan judicial system foresees three categories of courts: (i) the Supreme Court, which is the higher body in the hierarchy of the Angolan courts; (ii) the Courts of Appeal; and (iii) the District Courts. Courts of Appeal have jurisdiction to review and revise the District Court's contested decisions. Likewise, the Supreme Court has a corresponding power as regards contested decisions rendered by the Courts of Appeal. 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 Issues has jurisdiction over any maritime dispute submitted to its jurisdiction, including, to name a few, disputes on shipbuilding and repair contracts, purchase and sale agreements, charterparties and bills of lading, precautionary measures against ships and their cargo, etc.

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 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 final arguments.
- The judge will then prepare and issue the judgment which, depending on the amount of the claim, can entail an appeal.

As for the duration of maritime proceedings, as with any other legal proceedings in Angola, this 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?

For the time being, 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 existence 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 ("CEEA") Arbitration Centre;
- 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 2003 (the Voluntary Arbitration Law ("VAL")). The VAL governs both domestic and international arbitration. According to the VAL, 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 in a contractual document that is not signed by both parties simply by reference to general terms and conditions on another contract.

6.1.3 Which specialist alternative dispute resolution 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 2016, 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 making an effort to support the use of alternative dispute resolution mechanisms, such as arbitration and mediation. An example of this is Law 10/18 of 26 June 2018, 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.

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 resort to 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 8.1 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 in order 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 2016. Angolan courts are now required to give effect *prima facie* to an arbitration agreement and award rendered in another signatory country to the New York Convention. To be enforceable, it must have previously been reviewed and confirmed by the Supreme Court (see question 7.1 above).

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 Updates and Developments

8.1 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.

Further to the enactment of Presidential Decree 157/21 of 16 June 2021, which approved the National Master Plan for the Transport Sector and Road Infrastructures ("Master Plan"), the Angolan government announced the implementation of a number of structural reforms to the transport sector. With regard to maritime and port activities, the Master Plan will aim to:

- Modernise infrastructure for maritime and port activities.
- Promote the adequate resourcing for national ports and adapt its activities to the requirements of the legal framework in place.
- Re-evaluate the model for port concessions.
- Establish new partnerships and international agreements in order to re-launch the international maritime transport in Angola.
- Strengthen the national capabilities related to the management and control of maritime traffic.
- Promote adequate resourcing to provide support and training to Angolan personnel specialised in hydrography, cartography, oceanography, navigation and nautical signage.

The Angolan government's commitment to the policies and proposals included in the Master Plan are evidenced in the projects that have been announced (some of which are under way) for the renovation of the national port infrastructures, the renovation works for the Ports of Namibe and Luanda being an example of said commitment, and the construction of a new oceanic terminal in Barra do Dande (North of Luanda).

The Master Plan also announced the intention of the Angolan government to restructure the public institutions with the role of national maritime authorities. The restructure took place, by means of the enactment of Presidential Decree 292/21 of 8 December 2021, with the creation of the NMA, an agency that is the product of the merger between (and subsequent extinction of) the Maritime and Port Institute of Angola ("IMPA") and the Hydrographic and Maritime Signalling Institute of Angola ("IHSMA"). The creation of NMA is rooted in the need to have (i) a single entity responsible for the supervision and regulation of all port maritime, hydrography, maritime safety and aid to navigation activities in the country, and (ii) a regulatory body with an adequate structure to ensure compliance of the international commitments and conventions that Angola is a party to.

It is also worth noting the creation of the INIPAT, upon the enactment of Presidential Decree 29/22 of 27 January 2022. This institute will be responsible for the investigation and response to any maritime casualty in Angola, in collaboration with NMA – a duty that previously fell solely under the responsibility of IMPA.

As to the future, the Master Plan also shines some light on the new legislative endeavours that the Angolan government proposes to achieve, from which we highlight the (i) regulation of all international conventions of the International Maritime

Organisation ("IMO") to which Angola has acceded, (ii) revision of the Merchant Navy Law, (iii) regulation of the procedures and activities for the investigation of maritime accidents, (iv) regulation of the registration of ships and other marine engines, (v) regulation of the maritime authority system, and (vi) approval of a general regulation of captaincies. If enacted, all the above-mentioned legislative proposals would be a major step forward in the continuous work of consolidation of the national legal framework for the maritime sector in Angola. It would also have a major impact in the way that most of the maritime activities are conducted, with a promising outlook for all players in the maritime sector. We will see how the future unfolds.

Acknowledgments

The authors would like to thank Filipe Rocha Vieira and Ivo Mahumane, Managing Associate and Associate at VdA, respectively, for their assistance and valuable contribution in the preparation of this chapter.

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