
THE
INTERNATIONAL
ARBITRATION
REVIEW

FIFTH EDITION

EDITOR
JAMES H CARTER

LAW BUSINESS RESEARCH

THE INTERNATIONAL ARBITRATION REVIEW

The International Arbitration Review

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EDITOR'S PREFACE

International arbitration is a fast-moving express train, with new awards and court decisions of significance somewhere in the world rushing past every week. Legislatures, too, constantly tinker with or entirely revamp arbitration statutes in one jurisdiction or another. The international arbitration community has created a number of electronic and other publications that follow these developments regularly, requiring many more lawyer hours of reading than was the case a few years ago.

Scholarly arbitration literature follows behind, at a more leisurely pace. However, there is a niche to be filled for analytical review of what has occurred in each of the important arbitration jurisdictions during the past year, capturing recent developments but putting them in the context of the jurisdiction's legal arbitration structure and selecting the most important matters for comment. This volume, to which leading arbitration practitioners around the world have made valuable contributions, seeks to fill that space.

The arbitration world is consumed with debate over whether relevant distinctions should be drawn between general international commercial arbitration and international investment arbitration, the procedures and subjects of which are similar but not identical. This volume seeks to provide current information on both of these precincts of international arbitration, treating important investor–state dispute developments in each jurisdiction as a separate but closely related topic.

I thank all of the contributors for their fine work in compiling this volume.

James H Carter

Wilmer Cutler Pickering Hale and Dorr LLP
New York
June 2014

Chapter 3

ANGOLA

*Lino Diamvutu*¹

I INTRODUCTION

i Background: from 1876 to 2010

In Angola, as in most parts of the African continent, the culture of dispute resolution outside state-governed institutions is quite old. The issues regarding the ownership of land rights of customary origin between clans or families have long been a privileged field of ‘arbitration’ in traditional societies.²

Although it has always been appealing for individuals to definitively resolve certain disputes in a traditional manner, the institutionalisation of arbitration in Angola dates back to the Portuguese Code of Civil Procedure of 1876, applied in the Portuguese colony of Angola.³

The Code of Civil Procedure (CCP) of 1876 was subsequently followed by the Codes of 1939 and 1961. The CCP currently in force in Angola continues to be that of 1961. However, in 2003, the legislator revoked the provisions of the aforesaid Code relating to voluntary arbitration, with the approval of the Law on Voluntary Arbitration, Decree Law No. 16/03, of 25 July (LVA).

It is essential to highlight some aspects of voluntary arbitration under the CCP 1961. The CCP 1961 contained very restrictive rules. For instance, the arbitrators were required to be Angolan nationals (Article 1514(1)), and when these were appointed by agreement of the parties they could not be challenged, even for supervening reasons,

1 Lino Diamvutu is a consulting lawyer at MG Advogados.

2 See Diamvutu, Lino, ‘A Ordem na Institucionalização da Arbitragem’, in IV Conferência Nacional dos Advogados, Advocacia e Constituição, OAA/CDI, 2013, pp. 63–67.

3 See MIRANDA, Agostinho Pereira de / LEONARDO, Cláudia, Lei angolana da Arbitragem Voluntária: uma análise descritiva, in Revista de Arbitragem e Mediação, RARB 25, 2010, p. 200.

with the exception only of situations where a conflict of interest existed between a party and the chosen arbitrator (Article 1514(2)). Furthermore, the arbitral tribunal could only operate in the county where the case would ultimately be submitted and according to the normal rules of jurisdiction (Article 1517), and the entire procedure had to be carried out in accordance with the internal procedure rules of the CCP (Article 1519), et cetera.

Given these legal limitations, arbitration was unable to thrive. In addition, in the years that followed the country's independence (1975), the planned socialist economic model prevailed. It was only with the arrival of a multiparty society, enshrined within the Constitutional Review Act of 1992, Decree Law No. 23/92, of 16 September, and the emergence of a free market economy, that arbitral tribunals achieved constitutional status. Article 125(3) of this Act determined *expressis verbis* that arbitral tribunals could be created.

The constitutionalisation of arbitration was not sufficient to promote the increased practice of arbitration in the country. In fact, there are no records of any arbitration being held in Angola during that period. Truth be told, arbitration had become one of the challenges for the first bodies of the Angolan Bar Association, which was incorporated in the 1996 programme. It should be noted, incidentally, that the first Chairman of the Angolan Bar Association, Manuel Gonçalves,⁴ and other members of his team were part of a committee established by the then Minister of Justice, Paulo Tchilipica, for the preparation of the Draft Law on the current Law on Voluntary Arbitration, Decree Law No. 16/03, of 25 July.

Despite the above-mentioned legal constraints, the first known arbitral award ruled on the merits of the case was in 1999,⁵ in an *ad hoc* arbitration that took place in the headquarters of the Angolan Bar Association. We refer to the case of *Sofomil, Lda v. Abamat – UEE*.⁶

The country's return to peace in 2002 enabled the further development of economic activities. In this context, several legislative initiatives were implemented by the Angolan government to promote private investment. Arbitration was seen as one of the major factors that could encourage foreign investments. In July 2003, the current Law on Voluntary Arbitration was approved.

In 2006, the government approved Decree Law No. 4/06, of 27 February, which authorises the establishment of arbitration centres, under the supervision of the Minister of Justice.

As recently as 2006, the government approved Resolution No. 34/06, of 15 May, which reaffirms its resolute intention to promote and encourage the resolution of disputes through alternative means such as mediation or arbitration, while expeditious, informal, economical and fair administration of justice⁷ is fulfilled. The government

4 Founding partner of MG Lawyers.

5 15 of January.

6 GONÇALVES, Manuel / VALE, Sofia / DIAMVUTU, Lino, *Lei da Arbitragem Voluntária Comentada – Angola*, Almedina, 2013, pp. 159 et seq.

7 See paragraph 1 of the Resolution.

assumes and asserts, pursuant to paragraph 2 of this resolution, that in its relationship with citizens and other legal persons the state must actively propose and agree to resolve any disputes arising from this relationship by alternative means of dispute resolution.

The Constitution of the Republic of Angola⁸ currently in force, which was passed in 2010, makes reference to mediation and arbitration in Article 174(4). Indeed, that article states that ‘the Law provides for and regulates the means and forms of extrajudicial resolution of disputes, as well as their constitution, organisation, competence and functioning.’

There exists, as we can see, a clear will of the Angolan government to promote arbitration in the country. The high economic growth that can be seen today in Angola makes arbitration indispensable as an extrajudicial means of resolving disputes between the state and investors, as well as between individuals.

ii Decree Law No. 16/03 of 25 July

The LVA was inspired by and modelled on the UNCITRAL Model Law of 1985 and on the Portuguese Law on Voluntary Arbitration of 1986 (Decree Law No. 31/86 of 29 August).

The LVA contains 52 articles, divided into eight chapters, covering matters related to the: (1) arbitration agreement; (2) composition of the arbitral tribunal; (3) arbitral procedure; (4) arbitral awards; (5) contesting of awards; (6) enforcement of awards; (7) international arbitration; and (8) final and transitory provisions.

Domestic and international arbitration

The LVA makes a distinction between domestic and international arbitration. International arbitration is defined as that which involves the interests of international trade (Article 40 of the LVA). The same article also refers to the three alternative possibilities set out in the UNCITRAL Model Law (Article 1), to determine the internationality of the arbitration. What counts is not only the cross-border transfer of goods, services or values, but also the relevant legal ties to more than one state, which the contested relationship presents,⁹ because the parties to an arbitration agreement have, at the time of the conclusion of the agreement, their places of business or establishments in different states; the place of arbitration, the place of execution of a substantial part of the obligations arising from the relationship from which the conflict emerges, or the place with which the dispute is most closely connected, is situated outside the state in which the parties have their places of business; or the parties have expressly agreed that the subject matter of the dispute relates to more than one country.

iii Judicial system

The judicial courts in Angola are roughly structured according to the following hierarchy: at the lowest level are the municipal courts; at the intermediate level are the provincial

8 Published in *Diário da República*, 1st Series No. 23, of 5 February, 2010.

9 See generally, LIMA PINHEIRO, Luís, ‘Direito aplicável ao mérito da causa na arbitragem transnacional’, in *Estudos de Direito Comercial Internacional*, Almedina, 2004, pp. 17-20.

courts, one in each of the 18 provinces of the country, and at the top is the Supreme Court.¹⁰ In both the provincial courts and the Supreme Court there are chambers dedicated to administrative and civil, labour, family and criminal matters.

With regard to arbitration, it is worth noting that it is the provincial courts and the Supreme Court that are called on to intervene to resolve any specific issues that may arise, for example, issues relating to the challenge of the arbitrators (competence of the president of the provincial court of the chosen location for arbitration – Article 10 of the LVA); appointment of arbitrators (competence of the president of the provincial court of the chosen location for arbitration – Article 14(1) of the LVA); assistance in taking evidence (jurisdiction of the provincial court – Article 21 of the LVA); interim measures (jurisdiction of the provincial court – Article 22 of the LVA); etc.

iv Local institutions

To date, the Ministry of Justice has authorised the operation of five institutionalised arbitration centres in Angola, all of which have jurisdiction to settle disputes in general.

These are the following five centres of arbitration:

- a Arbitral Iuris;¹¹
- b Harmony – the Integrated Centre for Studies and Conflict Resolution;¹²
- c the Centre for Mediation and Arbitration of Angola;¹³
- d the Angolan Centre for Arbitration of Disputes;¹⁴ and
- e the Centre for Strategic Studies of Angola.¹⁵

These centres were approved between 2011 and 2012, and are in the early stages of operation.

v Trends related to arbitration

The vast majority of arbitration cases conducted in Angola are *ad hoc*. The real estate sector has grown exponentially in Angola with the construction of new urban centres. The breach of contractual obligations (e.g., delays in the delivery of works, delivery of faulty final works not meeting required obligations, etc.) by domestic or foreign contractors has led to litigation that has been resolved through arbitration.

The Angolan state and companies in the public sector accept, without any complaints, the resolution of disputes with foreign investors by way of arbitration.

10 See Decree Law No. 18/88, of 31 December, Do Sistema Unificado de Justiça, especially Articles 6 et seq.

11 Order No. 59/12, of 31 January (DR 1st Series – No. 21); Amendment No. 12/12, of 19 October (DR 1st Series – No. 201).

12 Order No. 60/12, of 31 January (DR 1st Series – No. 21); Amendment No. 11/12, of 19 October (DR 1st Series – No. 201).

13 Order No. 2165/12, of 9 of October (DR 1st Series – No. 193).

14 Order No. 2166/12, of 9 of October (DR 1st Series – No. 193).

15 Order No. 2077/12, of 27 of September (DR 1st Series – No. 185).

II THE YEAR IN REVIEW

i Developments affecting international arbitration

A situation that is likely to affect the development of international arbitration in Angola is the fact that Angola has not yet ratified the two most important international conventions on arbitration, namely the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York, 10 June 1958) and the 1965 Washington Convention (ICSID).

In the absence of ratification of the New York Convention in Angola, the legal effect of a foreign arbitral award in Angola remains to be seen. The LVA opts for the principle of private autonomy on both the procedural applicable law and the seat of arbitration (Articles 17 and 41 of the LVA).

Those arbitrations where the parties have chosen Angola as the seat of arbitration or, in the case of international arbitration, cases where the parties have not chosen another procedural applicable law, should be considered as being held in Angola. In other cases, the award in the arbitration proceedings would be considered to be foreign and, thus, unenforceable in Angola¹⁶ without review and confirmation¹⁷ by the Supreme Court pursuant to Article 1096 of the CCP.

ii Developments in local arbitration tribunals

Interpretation and enforcement of arbitration clauses

Pursuant to Article 2 of the LVA, the arbitration agreement may take the form of an arbitration clause (in a contract or in the form of a separate agreement for future disputes arising from a defined legal relationship) or arbitration agreement (signed by the parties to resolve an immediate dispute).

Arbitrability can be specified in two ways: subjective or objective. From a subjective point of view, the question arises over whether a party wishing to have recourse to arbitration is empowered by law to do so. From the objective point of view, the issue is whether the dispute is one that can be submitted to arbitration.

Article 1(1) of the LVA limits the object of arbitration to rights that are disposable by the parties. This is obviously the objective arbitrability. Disposable arbitration rights are understood to be subjective rights that parties can constitute or extinguish, or those that can be waived at their own discretion.

Article 3 of the LVA determines that the arbitration convention must be a written agreement. However, the development of new means of communication should be taken into consideration, since this has led to new ways of recording and distributing signed conventions by parties, for example, the exchange of telegrams, e-mails, faxes, etc.

16 Gouveia, Mariana França, 'O Reconhecimento de Sentenças Arbitrais Estrangeiras nos Países Lusófonos', in III Congresso do Centro de Arbitragem da Câmara de Comércio e Indústria Portuguesa – Intervenções, Almedina, 2010, pp. 99–100; for Professor França Gouveia, the wording from Article 1094 of the CCP was amended – as in Portugal with Decree Law No. 31/86, of 29 August – by the provisions of the Angolan LVA.

17 *Exequatur*.

The LVA does not include specific rules on the issues of modification and revocation of the arbitration agreement. It only addresses the expiry of the arbitration agreement.

In relation to the expiry of the arbitration agreement, the LVA mentions in Article 5(1)(b) that the arbitral clause expires and the clause that would have generated commitments ceases to be effective regarding the dispute submitted for the decision of the arbitral tribunal, when it is not possible to obtain, in the case of a collective tribunal, a majority vote in the deliberations. This clause on the expiry of the arbitration agreement can result in huge losses to the parties who, when choosing to refer the matter to arbitration, expected a swift decision to be established regarding the aforementioned deliberation. It would have been more profitable to establish the rule laid down in Article 26(2) of the LVA as a supplementary criterion, deferring to the presiding arbitrator's decision in the case of it not being possible to obtain a majority in the arbitral tribunal.

In Angolan law, the negative effect of the arbitration agreement transpires from the interpretation of Article 31 of the LVA; and the negative effect of the principle of competence-competence. The judicial court shall deny the competence of the arbitral jurisdiction only if the arbitration agreement is manifestly void.

Qualifications and challenges to arbitrators

The arbitral tribunal may be composed of a single arbitrator or several, but there must always be an odd number of arbitrators (Article 6(1)).

On appointment requirements of arbitrators, the LVA determines in Article 8(1) that natural persons who are capable of enforcing their civil rights can be appointed as arbitrators.

The LVA presents two situations that give rise to civil liability of arbitrators: the first, if the arbitrator has accepted the appointment and unjustifiably excuses himself or herself from exercising his or her function (Article 9(3)); the second, if the arbitrator unreasonably prevents the decision from being given within the established period of time (Article 25(3)). The LVA does not provide for any liability in relation to poor arbitral awards. It is the opinion of legal theory that no such liability exists in Angolan law.

The LVA addresses the matter of challenging the arbitrator when there is reasonable doubt about his or her impartiality or independence or, when he or she manifestly does not possess the qualifications that were previously agreed upon by the parties (Article 10(2)). The inaction of the arbitrator receives no special treatment regarding clarification of the penalty by the arbitral tribunal or the possibility of appealing to a court of law in such situations.

The LVA establishes supplementary criteria to be used in cases where the parties have not established the means of designating a single or several arbitrators. In these situations, each party shall appoint an arbitrator (or more, if so agreed), and it is then for the appointed arbitrators to choose the third arbitrator, who will be a member of the tribunal.

Article 12 of the LVA, entitled 'President of the Tribunal', is unclear. Pursuant to paragraph 1, 'When the tribunal is composed of more than one arbitrator, the president is chosen from among them, unless the parties have agreed on another solution, in writing, prior to the acceptance of the first arbitrator.' As written, the text gives the impression

that the presiding arbitrator: is not necessarily the third arbitrator chosen by the first two arbitrators; and may be chosen by an agreement between the parties.

The LVA is silent as to the means of constituting the arbitral tribunal in the case of multiple parties.

Judicial assistance in evidence gathering for arbitration proceedings

All legally admissible evidence can be produced before the arbitral tribunal at the request of the parties, or of its own motion. When the evidence is dependent upon the will of a party or a third party and they decline to give the necessary collaboration, the interested party may, with the approval of the arbitral tribunal or the latter itself, at the request of either party, make a request to the judicial court of the place where the proceedings are being held that the evidence be presented before it.

The judicial court shall perform the tasks requested, within its competence and in compliance with the rules on taking evidence that are binding, and send its results to the arbitral tribunal (Article 21 of the LVA).

Provisional or interim measures

Article 22(1) of the LVA expressly grants the arbitral tribunal the power to order interim measures in arbitration proceedings, included in which are preventive measures. The parties may also request provisional measures under the judicial court to prevent or protect against the violation of rights.

It is essential that the petitioner alleges and proves two requirements: the *periculum in mora* and the *fumus bonus iuris*. The interim measures may be requested before the main action is brought or when an ongoing process is pending, always being dependent on the principal action (Article 384(1) of the CCP).

The case *SPE¹⁸ v. Endiama*,¹⁹ ongoing, is enlightening. The jurisdiction of the arbitral tribunal was challenged by a party, alleging, among other issues, the inarbitrability of this dispute. The arbitral tribunal issued an interim award on the jurisdiction clarifying that the dispute is arbitrable and covered by the arbitration agreement. The party, whose claim was rejected, went directly to the appointing authority designated in accordance with the rules of the UNCITRAL 1976, challenging all arbitrators in the case. Given the persistence of the arbitrators to proceed with the case, that party requested that the Supreme Court, as a preventive measure, suspend the arbitration proceedings, claiming that the other party had tried to proceed with the arbitral case using the arbitrators already challenged by the presiding judge of the Provincial Court of Luanda, as appointing authority. In January 2014, the Supreme Court decided to suspend the arbitration proceedings in order to assess the validity of the interlocutory (partial final) award rendered by the arbitral tribunal on its jurisdiction.²⁰ Among other issues raised by this case, a question arises as to the need for a review of the LVA, to allow, as is the

18 The Portuguese Society of Enterprises.

19 The National Company of Diamonds.

20 www.portaldeangola.com/2014/02/diferendo-endiama-spe-suspenso-pelo-tribunal-supremo/;
http://sol.sapo.pt/Angola/Interior.aspx?content_id=98604.

case in other legal systems in the world, an immediate appeal against the interlocutory or partial award of an arbitral tribunal on its jurisdiction. Pursuant to Article 31 of the LVA, the award of the arbitral tribunal by which it rules on its own jurisdiction, including any objections with respect to the existence or validity of the arbitration agreement, can only be appreciated by the judicial court after the arbitral tribunal has rendered the award.

Enforcement or annulment of awards

Article 25(1) of the LVA states that in the absence of a fixed deadline by the parties for termination of proceedings by a final award, there shall be a period of six months from the date of the acceptance of the last appointed arbitrator. Where it is necessary to extend the deadline for making the award, the arbitrators cannot decide for themselves the extension of this period, and the same shall be agreed in writing by the parties. In fact, when laying down the period of six months for the arbitral tribunal to issue its judgment, the legislator intended precisely to deny the arbitrators the possibility, at their discretion, of deliberately extending a deadline for a final award. Angolan law requires that an extension be agreed by the parties in writing.

It is believed that the parties may provide that if there is a need for a given measure (eg, an expert to report to the arbitral tribunal on specific issues), the deadline for making the final award will be suspended until such time as that measure in the proceedings has been fulfilled. In the absence of an agreement between the parties, it is considered that the deadline for the final award will not be extended, considering that the arbitrators cannot unilaterally decide to extend the deadline for making the final award.

The parties shall enforce the arbitral award in the terms determined by the arbitral tribunal. After the deadline set by the tribunal for voluntary compliance with the award or, in the absence of a fixed deadline, within 30 days of the notification of the final award, the interested party may apply for enforcement. The enforcement of the final award is requested before the provincial court (Article 37 of the LVA).

Appeal against the final award of the arbitration, as required by law or agreed by the parties, shall be filed with the Supreme Court within 15 days (Article 36(2) of the LVA). In international arbitration there is no right of appeal against the final award, unless this has previously been agreed by the parties (Article 44 of the LVA). In domestic arbitrations, the right to appeal is applied unless the parties waive such right (Article 36(1) of the LVA).

A claim for annulment of an arbitral award must be brought before the Supreme Court within 20 days of the notification being served (Article 35(1) of the LVA).

According to Article 34 of the LVA, the final award of the arbitration may be annulled by the judicial court on any of the following grounds:

- a* the dispute is not arbitrable;
- b* the award is rendered by an incompetent tribunal;
- c* the expiry of the arbitral clause;
- d* the irregular constitution of the tribunal;
- e* the absence of grounds in the award;
- f* the infringement of the principles of equal treatment, the right to discord, and the right to be heard in advance orally or in writing;
- g* the tribunal has acknowledged issues *ultra petita* or decided *infra petita*; and

b the tribunal, when making an award *ex aequo et bono* or on the basis of custom did not respect the principles of public policy of the Angolan legal system.

iii Investor–state disputes

Decree Law No. 20/11, of 20 May,²¹ on private investment, states that there is the possibility of recourse to arbitration for the settlement of disputes between the state and private investors. The protection of the rights of both parties can be guaranteed with access to Angolan courts.

Pursuant to Article 53(2)(i) of the Act, if arbitration is chosen by the parties as a means to resolve their differences, the contract of private investment should include a clause on the procedures for arbitration. Paragraph 4 of this article offers the possibility and reaffirms the legality, in contracts for private investment, of the parties agreeing upon the use of dispute resolution through arbitration for various issues regarding the interpretation and enforcement of those contracts. Paragraph 5 of the aforementioned article determines that such arbitration should take place in Angola and the law that is applicable to the contract and to the case will be Angolan law. The said investment contracts may include clauses for, in the event of a dispute, a procedure for *ad hoc* arbitration. The wording of these clauses is presented almost always identically. The arbitral tribunal shall consist of three arbitrators; each of the parties shall select an arbitrator and the third arbitrator, who acts as presiding arbitrator, shall be chosen by agreement between the other two parties. In the absence of an agreement on the choice of the third arbitrator, in accordance with the particular investment contracts, he or she will be named by one of the following entities: the General Secretary of the International Chamber of Commerce in Paris (ICC); the appointing authority designated by the Secretary General of the Permanent Court of Arbitration at The Hague, under the UNCITRAL Rules; or the President of the Provincial Court of Luanda, at the request of either party.

At another level, bilateral investment treaties (BITs) provide for the authorisation or consent of the Angolan state to arbitration in terms that allow the foreign investor immediate recourse to international arbitration, without the need to conclude any prior arbitration agreement.

The most recent BITs signed by the Angolan government with other states include BITs with, for example, the United Kingdom (2000), Germany (2003), Namibia (2005), South Africa (2005), Italy (2006), Portugal (2009), Switzerland (2009) and Russia (2009), and refer to arbitral resolution of disputes by the ICSID and the Additional Facility for the Administration of Conciliation, Arbitration and Fact Finding Procedures, and by the Arbitration Court of the International Chamber of Commerce or by an international arbitrator or *ad hoc* tribunal to be appointed by special agreement or established under the UNCITRAL Arbitration Rules.

It is relevant to note the case of *De Beers v. Endiama* (2001). The claimant De Beers (South African Company) wanted to extend to the Angolan government a contract it signed with the national diamond company (Endiama). The case was submitted to an arbitral tribunal in Luanda. The arbitral tribunal considered in its award that ‘the

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claimant (De Beers) is a sophisticated international organisation, with considerable knowledge and experience of Angola, therefore the arbitral tribunal does not accept that any confusion had occurred between Endiama and the Republic of Angola'. The arbitral tribunal noted that the legal concept of 'apparent representation' implies the existence of a form of abuse, concluding that 'the applicant has not proved the occurrence of any abuse or lack of good faith.'²²

III OUTLOOK AND CONCLUSIONS

In the last 15 years, Angola has made great steps towards the development of arbitration. The efforts of the Angolan state to which we refer are associated with other public and private actors.

Firstly, the Angolan Bar Association has, via its National Conference of Lawyers, unquestionably supported the practice of arbitration in Angola. The use of *ad hoc* arbitration is undoubtedly becoming increasingly common.

Secondly, one should note the pioneering initiative by MG Advogados, which, in a partnership with the Portuguese Lawyers office – Serra Lopes, Cortes Martins & Associados and the Angolan Bar Association, since 2012, and under the coordination of the Professor Dário Moura Vicente,²³ has held the annual International Conferences for Arbitration of Luanda.²⁴ Every November these conferences welcome around 500 participants and today are the largest forum for discussing matters related to arbitration in Angola. Also of note is the great interest of various traders in relation to arbitration, including the Industrial Association of Angola that actively participates in these conferences.

A major problem that still needs to be overcome, however, is the failure to publish arbitral awards. This naturally affects the study of arbitration case law.

From all the evidence, we can now say that the first step forward has been taken.

22 <http://noticias.uol.com.br/ultnot/lusa/2004/06/21/ult611u45240.jhtm>.

23 Professor of the Faculty of Law, University of Lisbon.

24 The administrative organisation of 'International Conferences for Arbitration of Luanda' is overseen by Alexandra Gonçalves (a lawyer).

Appendix 1

ABOUT THE AUTHORS

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Lino Diamvutu has a law degree from the Université Libre de Bruxelles and a postgraduate qualification in international commercial law and contracts law from the Agostinho Neto University and the Law Cooperation Institute of the University of Lisbon. He has also acquired extensive knowledge of arbitration and legal practice through arbitration. He has published several articles in the fields of civil law and arbitration in Angolan and Portuguese law reviews. He is a lecturer at the Law Faculty of the University Agostinho Neto. He is an associate of the Portuguese Arbitration Association and member of the list of arbitrators of the Lisbon Commercial Arbitration Centre. His working languages include Portuguese, English and French.

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