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The International Comparative Legal Guide to:

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■ Preface by Gary Born, Head of International Arbitration Group, Wilmer Cutler Pickering Hale and Dorr LLP

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1 Arbitration Agreements

1.1 What, if any, are the legal requirements of an arbitration agreement under the laws of Portugal?

Arbitration in Portugal is governed by Law no. 63/2011, of 14 December 2011, also known as the Portuguese Law on Voluntary Arbitration (LAV).

The provisions of art. 1 of the LAV set forth the requirements of an arbitration agreement.

Parties may, by means of an arbitration agreement, submit any dispute regarding economic interests to arbitration. However, an arbitration agreement regarding disputes that do not involve economic interests of a pecuniary nature is also valid, provided that the parties are entitled to conclude a settlement on the legal matter at issue (art. 1.1 and 1.2 LAV).

In addition, art. 1.3 of the LAV provides that the subject matter of an arbitration agreement must be a present or future dispute, which can arise from a legal, contractual, or non-contractual relationship.

Finally, there is a last requirement concerning private contracts involving a public entity, under which disputes arising out of them can only be submitted to arbitration if so authorised by a special act (art. 1.5 LAV).

1.2 What other elements ought to be incorporated in an arbitration agreement?

The arbitration agreement must be in writing for it to be valid. It does not necessarily need to be included in a document signed by the parties, and can merely be within an exchange of letters, telexes, telegrams, and other means of telecommunications of which there is written proof, or even by reference, for it to be valid. Also, the requirement that the arbitration agreement be in writing is met if it consists of an electronic, magnetic, optical or any other type of support, that offers the same guarantees of reliability, comprehensiveness and preservation (art. 2.1 and 2.2 LAV).

The arbitration agreement may be, nonetheless, of two kinds, either a submission agreement (*compromisso arbitral*) or an arbitration clause (*cláusula compromissória*). Should the subject matter of an arbitration agreement be an actual dispute, even if it has been presented to a judicial court, we have a submission agreement. Should the subject matter be any future dispute arising from any given contractual or non-contractual legal relationship, we have an arbitration clause (art. 1.3 LAV).

For it to be valid, the submission agreement must state precisely the subject matter of the dispute which will be resolved by arbitration

(art. 2.3 LAV). The arbitration clause must specify the legal relationship to which the dispute relates.

Apart from the two requirements stated in the previous answer, the LAV does not impose any other elements to be incorporated into the arbitration agreement.

1.3 What has been the approach of the national courts to the enforcement of arbitration agreements?

Arbitration agreements are respected by Portuguese courts, as long as they comply with the minimum requirement mentioned above.

In addition, national courts have ruled on their lack of competence to decide on a breach of such an agreement to arbitrate.

2 Governing Legislation

2.1 What legislation governs the enforcement of arbitration proceedings in Portugal?

The enforcement of arbitration proceedings is governed by LAV.

LAV establishes that in an international arbitration, the arbitration agreement is valid as to its substance and the dispute it governs may be submitted to arbitration, if the requirements are set out by: (i) the law chosen by the parties to govern the arbitration agreement; (ii) the law applicable to the subject-matter of the dispute; or (iii) if Portuguese laws are met.

2.2 Does the same arbitration law govern both domestic and international arbitration proceedings? If not, how do they differ?

The LAV governs both domestic and international arbitration; international arbitration is defined as arbitration which implicates the interests of international trade.

Chapter IX of LAV governs international arbitration and includes specific provisions applicable to international arbitration. Save for certain following specific provisions, the provisions for domestic arbitration apply *mutatis mutandi*.

These specific provisions regard matters such as the following ones:

- the inadmissibility of pleas based on domestic law of a party;
- rules on the substantial validity of the arbitration agreement;
- rules on the determination of the applicable law;
- the admissibility and rules of procedure of the appeal of the arbitral award. Although there is, as a rule, no appeal of the arbitral award either in domestic or international arbitration;

in the latter, parties may expressly agree on the possibility of appeal to another arbitral tribunal and regulate its terms, while in domestic arbitration, the appeal is necessarily to the competent judicial court; and

- e) breach of international public policy of the Portuguese Republic, as a ground for having an award set aside or non-enforced in Portugal in arbitrations where non-Portuguese law has been applied to the subject-matter of the dispute.

2.3 Is the law governing international arbitration based on the UNCITRAL Model Law? Are there significant differences between the two?

LAV is based on the UNCITRAL Model Law. However, LAV contains certain peculiarities, notably the following ones:

- (a) **Concept of arbitrable disputes:** Disputes involving economic interests and disputes which although not involving economic interests, may be object of settlement by the parties (art. 1 LAV).
- (b) **Concept of international arbitration:** In Portugal, an arbitration is considered to be international when it connects with interests of international trade (art. 49 LAV).
- (c) **Third parties:** LAV regulates the conditions, timing and formalities for the intervention of third parties in arbitral proceedings. The arbitral tribunal shall only allow joinder if this does not unduly disrupt the normal course of the arbitral proceedings and if there are relevant reasons that justify the joinder (art. 36 LAV).
- (d) **Multiple claimants or respondents:** In Portugal, when claimants or respondents fail to agree on the appointment of an arbitrator, the competent Court, upon request of any party, may appoint all arbitrators, “*if it becomes clear that the parties that failed to jointly appoint an arbitrator have conflicting interests regarding the substance of the dispute*” (art. 11, 3 LAV).
- (e) **Inadmissibility of pleas based on domestic law of a party:** When the arbitration is international and one of the parties to the arbitration agreement is a State, a State-controlled organisation or a State-controlled company, this party may not invoke its domestic law to either contest the arbitrability of the dispute or its capacity to be a party to the arbitration, neither to evade its obligations arising from such agreement in any other way (art. 50 LAV).
- (f) **Substantial validity of the arbitration agreement:** In international arbitration, the validity of an arbitration agreement is assessed under (i) the law chosen by the parties to govern the arbitration agreement, (ii) the law applicable to the subject-matter of the dispute or under (*lex causae*), and (iii) Portuguese law (*lex fori*) (art. 51 LAV).
- (g) **Arbitrators’ fees and costs:** If parties fail to regulate such matters in the arbitration agreement, the arbitrator’s fees and costs shall be agreed upon in writing by the parties and the arbitrators. If parties and arbitrators fail to do so, the arbitrators shall, taking into consideration the complexity of the issues decided, the amount of the dispute and the time spent or to be spent with the arbitral proceedings until its conclusion, fix the amount of their fees and expenses, and furthermore determine the payment by the parties of their advance payments (art. 17 LAV).
- (h) If the parties agreed to have the dispute decided *ex aequo et bono* or as *amiable compositeur*, then the **arbitral award may not be subject to appeal to the competent state court.**
- (i) **Time limit to render an award:** There is a time limit of 12 months, counting from the date of acceptance of the last arbitrator, extendable by agreement of the parties or by the arbitral tribunal, for the arbitrators to notify the parties of the final arbitral award. If the final award is not dispatched to

the parties within the maximum term, the arbitral process shall automatically terminate, and the arbitrators will no longer have jurisdiction to decide on the dispute conferred to them (Art. 43 LAV).

- (j) **Confidentiality:** As a rule, the arbitrators, the parties and the arbitral institutions are obliged to maintain confidentiality regarding all information they obtain and documents brought to their attention in the course of the arbitration proceedings (Art. 30, 5 and 6 LAV).

2.4 To what extent are there mandatory rules governing international arbitration proceedings sited in Portugal?

The LAV sets forth certain mandatory rules governing international arbitration proceedings sited in Portugal, as follows:

- (a) **Inadmissibility of pleas based on domestic law of a party** (see question 2.3 e) above).
- (b) **Substantial validity of the arbitration agreement** (see question 2.3 f) above).
- (c) **Rules of law applicable to the merits of the dispute:** The parties may choose the rules of law to be applied by the arbitrators, if they have not authorised the arbitrators to decide *ex aequo et bono*. Failing any designation by the parties, the arbitral tribunal shall apply the law of the State to which the subject-matter of the dispute has the closest connection. The arbitral tribunal shall take into consideration the contractual terms agreed by the parties and the relevant trade usages (art. 52 LAV).
- (d) **No appeal of the award to a State Court:** In international arbitration the award made by the arbitral tribunal is not subject to appeal, unless the parties have expressly agreed on the possibility of appeal to another arbitral tribunal and regulated its terms.
- (e) **International public policy:** An award rendered in Portugal, in an international arbitration in which non-Portuguese law has been applied to the subject-matter of the dispute, may be set aside on the grounds provided for in article 46 LAV (please see question 10.1 below), as well as if such award is to be enforced or to produce other effects in national territory, whenever such enforcement leads to a result that is clearly incompatible with the principles of international public policy.

3 Jurisdiction

3.1 Are there any subject matters that may not be referred to arbitration under the governing law of Portugal? What is the general approach used in determining whether or not a dispute is “arbitrable”?

Any dispute relating to economic interests which has not been exclusively subjected by a special act to the jurisdiction of State Courts or to compulsory arbitration, may be submitted by the parties to the decision of arbitrators, by means of an arbitration agreement. Also, an arbitration agreement regarding disputes that do not involve economic interest is also valid provided that the parties are entitled to conclude a settlement on the issue under dispute.

Apart from commercial or civil disputes, certain labour law matters and intellectual property matters are considered to be arbitrable.

Regarding labour law disputes, LAV expressly refers that the previous arbitration law is revoked, with the exception of the provisions of article 1(1) – a provision which limits disputes that can be arbitrated to those related to disposable rights to arbitration,

as long as they have not been exclusively submitted by a special act to a court or to compulsory arbitration – which remains in force for disputes emerging from or related to labour contracts. In the same sense, according to the Portuguese Labour Code only the collective bargaining disputes are within the scope of disposable rights and are, thus, arbitrable. As a general rule, individual disputes may not be solved through arbitration.

As to intellectual property disputes, in accordance with the Portuguese Industrial Property Code, without prejudice to the possibility of resorting to other extrajudicial dispute settlement mechanisms, an arbitral tribunal may be set up to solve all disputes that are appealable to the judicial courts. Disputes involving third parties (other than the Portuguese Institute of Industrial Property) may only be solved through arbitration if an arbitration agreement is signed.

Furthermore, recently published Law 62/2011, of Dec. 12, 2011, has established a new regime of mandatory arbitration for disputes regarding generics and reference pharmaceutical products.

Finally, certain tax disputes are nowadays also arbitrable.

However, disputes regarding copyright law have been deemed as non-arbitrable (art. 56 Copyright Law Code), as well as certain disputes within insolvency proceedings (please see question 3.7 below) and criminal proceedings.

- a) When a party challenges the **preliminary award** whereby the arbitral tribunal uphold its jurisdiction.
- b) When a party challenges the **final award** whereby the arbitral tribunal uphold its jurisdiction.
In cases a) and b), the grounds for the challenge of the preliminary award or the final award are either: (i) the incapacity of one the parties or the invalidity of the arbitration agreement; or (ii) in the award the arbitral tribunal dealt with issues that were not contemplated in the arbitration agreement, or the award settles matters beyond the scope of the latter.
- c) When a party lodges an appeal on the **final award** – if the possibility of appeal was expressly admitted by the parties in the arbitration agreement and if the dispute was not decided *ex aequo et bono* – whereby the arbitral tribunal considered to have jurisdiction.
- d) **On the recognition of the arbitral award** rendered in an arbitration with seat other than Portugal, without prejudice to the mandatory provisions of the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards (NYC).
- e) **On the enforcement of the arbitral award**, without prejudice to the mandatory provisions of NYC.
- f) In the **appointment and challenge of the arbitrators** in *ad hoc* arbitrations, under certain circumstances.

3.2 Is an arbitrator permitted to rule on the question of his or her own jurisdiction?

Yes, the arbitral tribunal may rule on its own jurisdiction (doctrine of *kompetenz-kompetenz*), which includes deciding on the existence, validity and effectiveness of the arbitration agreement or of the contract of which it forms part, or the applicability of said arbitration agreement.

3.3 What is the approach of the national courts in Portugal towards a party who commences court proceedings in apparent breach of an arbitration agreement?

LAV establishes the so-called negative effect of the arbitration agreement, under which the state court, before which an action is brought in a matter which is the subject of an arbitration agreement, must dismiss the case, unless it finds that the arbitration agreement is clearly null and void, is or became inoperative or is incapable of being performed.

Thus, arbitral proceedings may be commenced or continued, and an award may be rendered, while the issue is pending before the state court. Arbitral proceedings shall cease and the award made therein shall cease to produce effects, when a state court considers, by means of a final and binding decision, that the arbitral tribunal is incompetent to resolve the dispute that was brought before it.

Issues of invalidity, inoperativeness or incapability of performance of an arbitration agreement cannot be discussed autonomously in an action brought before a state court for that effect or in an interim measure procedure brought before the same court, aiming to hinder the constitution or the operation of an arbitral tribunal.

3.4 Under what circumstances can a court address the issue of the jurisdiction and competence of the national arbitral tribunal? What is the standard of review in respect of a tribunal's decision as to its own jurisdiction?

The competent State Court may address the issue of the jurisdiction and competence of the national arbitral tribunal in the following cases:

3.5 Under what, if any, circumstances does the national law of Portugal allow an arbitral tribunal to assume jurisdiction over individuals or entities which are not themselves party to an agreement to arbitrate?

According to Portuguese Law, an arbitral tribunal only has jurisdiction over individuals or entities who are parties to an arbitration agreement.

Notwithstanding, third parties which have not signed the arbitration agreement, but who subsequently adhered to it, are allowed to join in on-going arbitral proceedings based on such arbitration agreement. This adhesion requires the consent of all parties to the arbitration agreement and may be done merely for the arbitration in question. If the arbitral tribunal has already been constituted, the joinder of a third party can only be allowed or requested if such party declares to accept the current composition of the tribunal; when joinder is requested by the third party such acceptance is presumed. The arbitral tribunal shall only allow joinder if this does not unduly disrupt the normal course of the arbitral proceedings and if there are relevant reasons that justify the joinder.

3.6 What laws or rules prescribe limitation periods for the commencement of arbitrations in Portugal and what is the typical length of such periods? Do the national courts of Portugal consider such rules procedural or substantive, i.e., what choice of law rules govern the application of limitation periods?

Portuguese Law does not prescribe specific limitation periods for the commencement of arbitrations in Portugal.

Rules on limitation periods are considered to be substantial and, thus, are governed by the Civil Code, the Commercial Code and other specific legislation. For instance, the Civil Code establishes a limitation period of three years for non-contractual civil liability and a limitation period of twenty years for contractual civil liability.

Notwithstanding, it is worth mentioning that LAV provides for a timeframe for the arbitrators to notify the parties of the final arbitral award, which is set at 12 months, counting from the date of

acceptance of the last arbitrator. This period can be extended by agreement of the parties or by the arbitral tribunal. If the final award is not dispatched to the parties within the maximum term, the arbitral process shall automatically terminate, and the arbitrators will no longer have jurisdiction to decide on the dispute conferred to them.

3.7 What is the effect in Portugal of pending insolvency proceedings affecting one or more of the parties to ongoing arbitration proceedings?

Portuguese Insolvency law actually foresees different effects on arbitration proceedings depending on whether the arbitration had already started at the time of the insolvency declaration.

Art. 87, par. 1, of the Portuguese Insolvency Code provides that the effectiveness of arbitral agreements in which the Insolvent is part of, regarding disputes that may affect the value of the insolvent estate, is suspended, notwithstanding any applicable international treaties.

Although there is no specific jurisprudence on this matter in Portugal, nor has it yet been thoroughly discussed amongst Portuguese scholars, as the referred Code is relatively recent, the aforementioned art. aims to prevent any arbitration actions, which may affect any assets of the insolvent estate, from being initiated after the declaration of insolvency. This means that the suspension of the arbitration convention will only affect those proceedings that may influence the value of the estate, but not those which have any other object.

One should bear in mind that the insolvent estate consists of the insolvent's patrimony and all rights and assets that it may acquire during the insolvency proceedings. Therefore, the justification for what art. 87, par. 1, of the Portuguese Insolvency Code sets out is purely pragmatic: since the cases related to the "value of the estate" can only be decided within the scope of the insolvency proceedings, no arbitrations that may lead to awards which may influence the value of the estate may be brought against or by the Insolvent, after the insolvency declaration. The reasoning for this is that initiated arbitration proceedings could never be attached to the insolvency proceedings.

Moreover, it should be noted that art. 87 explicitly refers to applicable international treaties, insofar as its application cannot, for instance, contradict the provisions of the New York Convention.

On the other hand, art. 87, par. 2 states that any arbitration already pending at the moment of the insolvency declaration shall proceed and the Insolvency Administrator substitutes the insolvent party in these proceedings, regardless of the agreement of the other party.

4 Choice of Law Rules

4.1 How is the law applicable to the substance of a dispute determined?

For international arbitration, the parties may choose the rules of law to be applied by the arbitrators, if they have not authorised the arbitrators to rule *ex aequo et bono*. Any designation of the law or legal system of a given State shall be construed, unless otherwise expressly agreed, as directly referring to the substantive law of that State and not to its rules on conflict of laws (art. 52.1 LAV). Failing any determination by the parties, the arbitral tribunal shall apply the law of the State to which the subject matter of the dispute has the closest connection.

In both cases, as referred in the previous paragraph, the arbitral tribunal shall take into consideration the contractual terms agreed by the parties and the relevant usages of the trade (art. 52.3 LAV).

4.2 In what circumstances will mandatory laws (of the seat or of another jurisdiction) prevail over the law chosen by the parties?

An award rendered in Portugal, in an international arbitration in which non-Portuguese law has been applied to the merits of the dispute, may be set aside on the grounds as provided in article 46 of the LAV, and furthermore, in case the award has to be enforced or produce other effects in national territory, and if such enforcement shall lead to a result clearly incompatible with the principles of international public policy.

Although neither the LAV nor the Portuguese Civil Code defines the concept of public policy, case law has described it as general fundamental principles, which are identified by judges on a case-by-case basis, and which can change with the evolution of customs and morals (Portuguese Supreme Court of Justice, 07-11-1989).

Compliance with the chosen substantive laws of the Portuguese arbitration is therefore subject to these currently identifiable fundamental principles.

In addition, and notwithstanding the substance of the law chosen by the parties, an arbitration with seat in Portugal must follow the mandatory procedural rules set forth in art. 30.1 of the LAV, which will be covered in question 6.1.

4.3 What choice of law rules govern the formation, validity, and legality of arbitration agreements?

The choice of law rules governing the formation, validity and legality of arbitration agreement are the same as those explained in question 4.1 above.

5 Selection of Arbitral Tribunal

5.1 Are there any limits to the parties' autonomy to select arbitrators?

According to the LAV, the arbitral tribunal may be composed of a sole or of an uneven number of arbitrators (art. 8.1 LAV).

The parties should include in the arbitration agreement the appointed arbitrators, or the method of their appointment notably by assigning the appointment of all or some of the arbitrators to a third party (art. 10.1 LAV).

If the number of arbitrators was not determined in the arbitration agreement, the arbitral tribunal shall be composed of three arbitrators (art. 8.2 LAV).

In addition, only individuals enjoying full legal capacity can be appointed as arbitrators (art. 9.1 LAV).

5.2 If the parties' chosen method for selecting arbitrators fails, is there a default procedure?

Yes, there is.

Unless agreed otherwise, if a party fails to appoint the arbitrator or arbitrators for him to choose within 30 days of receipt of the other party's request to do so, or if the arbitrators appointed by the parties fail to agree on the choice of the presiding arbitrator within 30 days of the last arbitrator's appointment, the appointment of the remaining arbitrator or arbitrators shall be made, upon request by any of the parties, by the competent state court (art. 10.4 LAV).

5.3 Can a court intervene in the selection of arbitrators? If so, how?

Yes, please see question 5.2 above.

The appointment of the arbitrators by the parties may be challenged (art. 14.2), while the appointment of the arbitrators by the president of the competent Court of Appeal cannot be challenged (art. 10.7 LAV).

5.4 What are the requirements (if any) as to arbitrator independence, neutrality and/or impartiality and for disclosure of potential conflicts of interest for arbitrators imposed by law or issued by arbitration institutions within Portugal?

Unlike the previous arbitration law, the LAV sets forth requirements regarding independence, neutrality and/or impartiality or arbitrators, as well as for disclosure of potential conflict of interest or impediments for arbitrators.

According to the LAV, someone who has been invited as an arbitrator shall disclose any circumstances likely to give rise to justifiable doubts as to his impartiality and independence (art. 13.1 LAV). Thus, an arbitrator may be challenged upon the existence of justifiable doubts over his impartiality or independence, or if he does not possess the qualifications agreed to by the parties (art. 13.3 LAV).

Furthermore, the Rules of the Arbitration Centre of the Portuguese Chamber of Commerce and Industry (Commercial Arbitration Centre - CAC) provide that any person who agrees to sit on an arbitral tribunal shall sign a statement of independence and impartiality in which he/she shall mention any circumstances which may reasonably give rise to doubts concerning his/her independence or impartiality (art. 10.2 Rules CAC).

Finally, the Arbitrator's Code of Ethics of January 2010 is applicable to all members of the Portuguese Arbitration Association (APA).

6 Procedural Rules

6.1 Are there laws or rules governing the procedure of arbitration in Portugal? If so, do those laws or rules apply to all arbitral proceedings sited in Portugal?

The LAV governs both domestic and international arbitral proceedings, establishing the provisions and the general principles of law which shall apply to those arbitrations that take place in Portugal (ruled by LAV).

It rests on the parties or on the arbitral tribunal (only in the absence of agreement between the parties) to choose the procedural rules applicable to the arbitral proceedings.

The procedural rules and the place of arbitration should be stipulated in the arbitration agreement, or subsequently in writing, prior to the acceptance of the first arbitrator (art. 30.2 LAV).

Failing an agreement by the parties on the procedural rules governing the arbitration and on the place of arbitration, such choice shall be made by the arbitrators or arbitral tribunal.

In the first case, the arbitral tribunal may conduct the arbitration in such manner as it considers appropriate, defining the procedural rules it deems adequate, with the duty, if this is the case, to explicitly indicate if it considers subsidiarily applicable the provisions of the law that govern the proceedings of the competent state court (art. 30.3 LAV).

In the second case, the place of arbitration shall be determined by

the arbitral tribunal, having regard to the circumstances of the case, including the convenience of the parties.

The following fundamental principles shall always be observed during the arbitral proceedings (art. 30.1 LAV):

- The respondent shall be summoned to defend himself.
- The parties are treated equally and shall be given a reasonable opportunity to present their case, in writing or orally, before the issuance of the final award.
- In all phases of the proceedings the principle of a fair hearing shall be guaranteed, with the exceptions as set out in the LAV.

6.2 In arbitration proceedings conducted in Portugal, are there any particular procedural steps that are required by law?

Except for the provisions chosen by the parties governing procedural matters which are included in the arbitration agreement, the only procedural rules set forth by the LAV are the compliance with the basic principles established in art. 30.1 LAV, even though the law does not state how the arbitral tribunal should proceed in order to do so.

6.3 Are there any rules that govern the conduct of an arbitration hearing?

Regarding the conduct of an arbitration hearing, the tribunal shall decide whether to hold hearings for the presentation of evidence, or whether the proceedings shall be merely conducted on the basis of documents and other elements of proof. Thus, the arbitral tribunal shall however hold one or more hearings for the presentation of evidence whenever so requested by a party, unless the parties previously agreed that no hearings shall be held (art. 34.1 LAV).

Also as mentioned in question 6.1, the arbitral tribunal and the arbitrators are limited by the basic principles that should always be observed during the arbitral proceedings (art. 30.1 LAV).

6.4 What powers and duties does the national law of Portugal impose upon arbitrators?

Under the LAV, if parties have not defined any other procedural rules, the arbitrators have the power and duty to conduct the arbitration in complete accordance with the basic principles referred to in question 6.1 (art. 30.3 LAV).

The arbitrators must guarantee that the award shall be rendered within the time limits defined by the parties (art. 43.1 LAV). Failing such agreement of the parties, the time limit to render the award shall be twelve months (art. 19.2 LAV).

Additionally, arbitrators must comply with the relevant formal and material requirements for the drafting of the arbitral award (art. 42 LAV).

Finally, unless otherwise agreed, the chairman of the arbitral tribunal shall be empowered to prepare the proceedings, to direct the taking of evidence, to conduct the hearings and to coordinate the debates.

6.5 Are there rules restricting the appearance of lawyers from other jurisdictions in legal matters in Portugal and, if so, is it clear that such restrictions do not apply to arbitration proceedings sited in Portugal?

The LAV establishes no rules restricting the appearance of lawyers from other jurisdictions.

6.6 To what extent are there laws or rules in Portugal providing for arbitrator immunity?

According to the LAV, arbitrators have no immunity while performing their duties.

Arbitrators may not be held liable for damages resulting from their decisions, save for those situations in which state judges may be held liable.

However, liability of the arbitrators only exists towards the parties (art. 9.5 LAV).

6.7 Do the national courts have jurisdiction to deal with procedural issues arising during an arbitration?

Yes, according to the LAV, there are certain moments during arbitration that fall under the jurisdiction of state courts, as follows:

- a) A state court may intervene whenever an arbitrator or arbitrators have not been appointed by the parties, or by third parties to whom this duty has been assigned. Such appointment shall be made by the President of the competent Court of Appeal (*Presidente do Tribunal da Relação*) at the place of arbitration.
- b) The competent Court of Appeal may decide on the challenge against an arbitrator who has not accepted it, in case the challenge is deemed to be justified, as well as on the removal of an arbitrator that becomes, *de jure* or *de facto*, unable to perform his functions.
- c) The competent state court may intervene in cases concerning the challenge of the arbitral award, the challenge of the interim award made by the arbitral tribunal on its competence and the challenge of the final arbitral award.
- d) The LAV also regulates the intervention of the state courts regarding the recognition of the arbitral tribunal made in an arbitration located abroad.
- e) Finally, state courts, upon request, may intervene in the reduction of the amount of fees or expenses fixed by the arbitrators.

7 Preliminary Relief and Interim Measures

7.1 Is an arbitrator in Portugal permitted to award preliminary or interim relief? If so, what types of relief? Must an arbitrator seek the assistance of a court to do so?

Unless otherwise agreed, the arbitral tribunal may, at the request of a party and after hearing the opposing party, grant the interim measures it deems necessary in relation to the subject matter of the dispute (art. 20.1 LAV).

For the effects of the LAV, an interim measure is a temporary measure, granted in the form of an award or in another form, by which, at any time prior to the issuance of the award by which the dispute is finally decided, the arbitral tribunal orders a party to:

- a) Maintain or restore the situation previously existing pending determination of the dispute.
- b) Take action that would prevent, or refrain from taking action that is likely to cause, harm or prejudice to the arbitral process itself.
- c) Provide a means of preserving assets out of which a subsequent award may be satisfied.
- d) Preserve evidence that may be relevant and material to the resolution of the dispute.

The preliminary order shall be binding on the parties, but shall not be subject to enforcement by a state court (art. 23.5 LAV).

An interim measure issued by an arbitral tribunal shall be binding on the parties and, unless otherwise provided by the arbitral tribunal, shall be enforced upon application to the competent state court, irrespective of the circumstance of the arbitration in which it was issued taking place abroad (art. 27.1 LAV).

7.2 Is a court entitled to grant preliminary or interim relief in proceedings subject to arbitration? In what circumstances? Can a party's request to a court for relief have any effect on the jurisdiction of the arbitration tribunal?

Yes, state courts have the power to issue interim measures in relation to the arbitration proceedings, irrespective of the place where they occur, under the same terms as they have the power in relation to proceedings in state courts. In this case, state courts shall exercise these powers in accordance with the procedures applicable to them, taking into consideration, should that be the case, the specific features of international arbitration (art. 29 LAV).

7.3 In practice, what is the approach of the national courts to requests for interim relief by parties to arbitration agreements?

The LAV contains a new provision according to which state courts have the power to issue interim measures in relation to the arbitration proceedings as set in question 7.2.

Portuguese case law has shown to be cooperative in supporting arbitration, regarding the request and acceptance to grant interim relief, although some court decisions are still contradictory. Due to the recent entering into force of LAV, there is yet no further indication concerning the approach of the state courts regarding interim relief requested by parties to arbitration agreements.

7.4 Under what circumstances will a national court of Portugal issue an anti-suit injunction in aid of an arbitration?

In Portugal there is no national regulation regarding this matter. Furthermore, there is also no jurisprudence regarding this subject. Consequently, we cannot state which are the circumstances in which a national court will issue an anti-suit injunction in aid of an arbitration.

7.5 Does the national law allow for the national court and/or arbitral tribunal to order security for costs?

There is no provision in the LAV concerning the security for costs, either regarding the Portuguese national courts or the arbitral jurisdiction. However, if the parties grant the arbitral tribunal with the powers to decide on security for costs, nothing prevents them from doing so.

8 Evidentiary Matters

8.1 What rules of evidence (if any) apply to arbitral proceedings in Portugal?

As mentioned in question 6.1, the parties may establish their own rules, in compliance with the basic principles to be observed during the proceedings (art. 30.1 LAV).

Failing such agreement by the parties, the arbitral tribunal may

conduct the arbitration in such manner as it considers appropriate, defining the procedural rules it deems adequate, with the duty, if this is the case, to explicitly indicate if it considers subsidiarily applicable the provisions of the law that govern the proceedings of the competent state court. In any case, the powers conferred upon the arbitral tribunal include the power to determine the admissibility, relevance, materiality and weight of any evidence given or to be given.

8.2 Are there limits on the scope of an arbitrator's authority to order the disclosure of documents and other disclosure (including third party disclosure)?

The powers conferred upon the arbitral tribunal include the power to determine the admissibility, relevance, materiality and weight of any evidence given or to be given (art. 30.4). Despite that, arbitrators can request third parties to produce documents, but they cannot compel them in case they refuse to voluntarily do so.

8.3 Under what circumstances, if any, is a court able to intervene in matters of disclosure/discovery?

When the evidence to be taken depends on the will of one of the parties or of third parties and these refuse their collaboration, a party may, with the previous authorisation of the arbitral tribunal, request the competent state court that the evidence shall be taken before it, sending the results thereof to the arbitral tribunal (art. 38.1 LAV).

8.4 What, if any, laws, regulations or professional rules apply to the production of written and/or oral witness testimony? For example, must witnesses be sworn in before the tribunal or is cross-examination allowed?

As mentioned in question 6.1, the parties may agree on the procedure to be followed by the arbitral tribunal in conducting the proceedings.

This means that the parties are free to agree on the production and how evidence is to be produced (art. 30.3 LAV). Unless agreed by the parties, the tribunal shall decide whether to hold hearings for the presentation of evidence, or whether the proceedings shall be merely conducted on the basis of documents and other elements of proof (art. 34.1 LAV).

Witnesses are not required to be sworn and tell the truth, although they are often invited to do so and cross-examination is allowed and frequently used by the arbitrators.

8.5 What is the scope of the privilege rules under the law of Portugal? For example, do all communications with outside counsel and/or in-house counsel attract privilege? In what circumstances is privilege deemed to have been waived?

Although this issue is not addressed in the LAV, it is understood that the documents that are not public must be kept confidential during and after the arbitration. The parties may nevertheless agree to waive the confidentiality of the documents.

Under art. 30.3 of the LAV, parties may agree on the procedure to be followed by the arbitral tribunal in conducting the proceedings, so arbitrators are free to decide on rules of privilege and waiver that they will apply in an arbitration with seat in Portugal.

Notwithstanding, art. 87 of the Portuguese Bar Association rules provides that the Portuguese lawyer is obliged to maintain professional secrecy with regard to all facts of which knowledge emerged from the exercise of its functions or the provision of its services.

It also provides that the lawyer may reveal facts covered by professional secrecy, if it is absolutely necessary for the defence of his dignity, rights and legitimate interests or his client's. In this case, prior authorisation from the President of the relevant District Portuguese Bar Association, eligible for appeal to the President of the Portuguese Bar Association, is required.

Finally, the duty of confidentiality extends to all persons who cooperate with the lawyer in the exercise of their profession.

9 Making an Award

9.1 What, if any, are the legal requirements of an arbitral award? For example, is there any requirement under the law of Portugal that the Award contain reasons or that the arbitrators sign every page?

The award of the arbitral tribunal shall be made in writing and shall be signed by the arbitrator or arbitrators. In arbitral proceedings with more than one arbitrator, the signatures of the majority of all members of the arbitral tribunal shall suffice or merely the signature of the chairman, in case the award has to be made by him, provided that the reason for the omission of the remaining signatures is stated in the award (art. 42.1 LAV).

Also, the award shall state the reasons upon which it is based, unless the parties have agreed that no reasons are to be given, or the award is an award on agreed terms under the parties settles the dispute (art. 42.3 LAV).

If the above is not complied with, the arbitral award may be set aside by a State Court, as per art. 46.3 LAV.

Moreover, the award shall state the date it was made and the place of arbitration (art. 42.4 LAV) and unless otherwise agreed by the parties, the award shall determine the distribution between the parties of the costs directly resultant of the arbitral proceedings (art. 42.5 LAV).

Finally, immediate notification shall take place by sending a copy signed by the arbitrator or arbitrators to each of the parties and the award shall produce its effects as of the date of notification (art. 42.6 LAV).

10 Challenge of an Award

10.1 On what bases, if any, are parties entitled to challenge an arbitral award made in Portugal?

- a) An arbitral award may be set aside by the competent state court only if the party making the application furnishes proof that (Art. 46, 3 LAV):
 - i) One of the parties to the arbitration agreement was under some incapacity, or the said agreement is not valid under the law to which the parties have subjected it or, failing any indication thereon, under the LAV.
 - ii) There has been a violation within the proceedings of some of the fundamental principles such as the right of the respondent to present its defence; the right of the parties to be treated with equality and to have a reasonable opportunity to present their case, the right to an adversarial process in all phases of the process, all with a decisive influence on the decision of the dispute.
 - iii) The award dealt with a dispute not contemplated by the arbitration agreement, or contains decisions beyond the scope of the latter.
 - iv) The composition of the arbitral tribunal or the arbitral procedure was not in accordance with the agreement

of the parties, unless such agreement was in conflict with a provision of LAV from which the parties cannot derogate, or, failing such agreement, was not in accordance with LAV, and in any case, this inconformity had a decisive influence on the decision of the dispute.

- v) The arbitral tribunal has condemned in an amount in excess of what was claimed or on a different claim from that that was presented, or has dealt with issues that it should not have dealt with, or has failed to decide issues that it should have decided.
 - vi) The award was made in violation of the requirements which set out that the award shall be made in writing and signed by the arbitrator or arbitrators, and state the reasons upon which it is based, unless the parties have agreed that no reasons are to be given or the award is an award on agreed terms.
 - vii) The award was notified to the parties after the maximum time-limit had lapsed.
- b) The court finds that:
- i) The subject-matter of the dispute cannot be decided by arbitration under Portuguese law.
 - ii) The content of the award is in conflict with the principles of international public policy of the State of Portugal.

10.2 Can parties agree to exclude any basis of challenge against an arbitral award that would otherwise apply as a matter of law?

No, parties cannot exclude the right to challenge an arbitral award nor exclude any of the grounds above mentioned in question 10.1.

10.3 Can parties agree to expand the scope of appeal of an arbitral award beyond the grounds available in relevant national laws?

No, they cannot.

10.4 What is the procedure for appealing an arbitral award in Portugal?

An application for setting aside must be made within 60 days from the date of notification of the award, or from the date on which the decision regarding the request for correction or interpretation of the award was notified by the arbitral tribunal. Said application must be filed before the competent Court of Appeal (*Tribunal da Relação*).

The application for setting aside the arbitral award must be accompanied by a certified copy thereof, and, if drafted in a foreign language, by a translation into Portuguese. It must include the Requesting party's pleadings of fact and law, as well as all evidence in their support.

The opposing party is summoned to present its opposition to the application and to present its evidence in 10 days. The requesting party may present a statement in reply to eventual exceptions raised by the opposing party within the same term.

Afterwards, the taking of evidence (witnesses, experts, documents) will be done at the hearing. Finally, the competent Court of Appeal shall give judgment.

11 Enforcement of an Award

11.1 Has Portugal signed and/or ratified the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards? Has it entered any reservations? What is the relevant national legislation?

Portugal ratified the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 1958 (NYC) on March, 10 1994.

Portugal, however, made the following reservation: "*In accordance with the principle of reciprocity, Portugal will only apply the Convention when the arbitral awards are made in states which are bound by the Convention*".

Without prejudice to the mandatory provisions of the NYC, as well as to other treaties or conventions which are binding on the Portuguese State, LAV establishes that the awards made in arbitrations seated abroad are only effective in Portugal, regardless of the nationality of the parties, if such awards have been recognised by the competent Portuguese state court. LAV sets the grounds for refusal of recognition and enforcement and governs its procedure.

11.2 Has Portugal signed and/or ratified any regional Conventions concerning the recognition and enforcement of arbitral awards?

Yes, apart from the NYC, Portugal has signed the following Conventions and Protocols:

- (a) the Convention on the Settlement of Investment Disputes between States and Nationals of other States (ICSID Convention);
- (b) the Convention Establishing the Multilateral Investment Guarantee Agency (MIGA);
- (c) the Inter-American Convention on International Commercial Arbitration, signed in Panama in 1975;
- (d) the Geneva Protocol on Arbitration Clauses of 24 September 1923; and
- (e) the Geneva Convention on Execution of Foreign Arbitral Awards, dated 26 September 1927.

11.3 What is the approach of the national courts in Portugal towards the recognition and enforcement of arbitration awards in practice? What steps are parties required to take?

Portuguese law is highly favourable to foreign arbitration and Portuguese Courts favour the recognition of foreign arbitral awards in Portugal, notably under the NYC.

LAV governs the recognition and enforcement of foreign arbitral awards, according to which, save for the mandatory provisions of NYC, as well as to other treaties or conventions which are binding on the Portuguese State, the awards made in arbitrations seated abroad are only effective in Portugal, regardless of the nationality of the parties, if such awards have been recognised by the competent Portuguese state court, under the provisions of LAV.

Regarding the steps parties are required to take, Portuguese Law differentiates whether or not the NYC applies. In the situation where the NYC applies, foreign awards are directly **enforceable** before the competent Court of First Instance. Thus, if the award was rendered by a tribunal seated in Portugal, international or not,

it does not need recognition and will be directly enforced before a Court of First Instance.

Now, if the NYC or any other convention does not apply, then LAV rules the procedure and grounds for refusal of recognition and enforcement. The competent Court is the Court of Appeal.

11.4 What is the effect of an arbitration award in terms of *res judicata* in Portugal? Does the fact that certain issues have been finally determined by an arbitral tribunal preclude those issues from being re-heard in a national court and, if so, in what circumstances?

Res judicata within Portuguese law (art. 671 to 675 CPC) means that, as a rule, a decision that is decided on the merits of the dispute – and that has not been subject to appeal – is final and binding. Thus, as a rule, a decision has *res judicata* effect on the parties, on the claim and on the cause of action (art. 498, *ex vi* art. 671 CPC).

Art. 42, 7 of LAV specifically provides that the arbitral award has *res judicata* effects: a final and binding arbitral award and that is no longer subject to amendments (correction and interpretation of the award, or subject to an additional award), has the same binding effect on the parties as the final and binding judgment of a state court, and may be enforced as a state court judgment.

However, the review of the arbitral award is still possible only under the same limited grounds established for a judicial ruling with *res judicata* by lodging a specific extraordinary appeal (*recurso de revisão*). The grounds are the following:

- a) other final decisions have proved that the decision was the result of an offence committed by the judge in the performance of his duties;
- b) it is shown that documentary evidence or official court testimony or a statement given by an expert or arbitrators is false and, in any of these cases, may have been a determining factor in the decision to be reviewed, and the matter was not discussed during the proceedings in which the decision was given;
- c) a document is presented which the party was unaware of or which he could not have made use of in the proceedings in which the decision to be reviewed was given and that in itself would be sufficient to alter the decision in favour of the defeated party;
- d) a confession, withdrawal or court settlement on which the decision was based is void or voidable;
- e) the judicial and enforcement proceedings have taken place by default, with no participation whatsoever by the defendant, and it is shown that service did not occur or that the service is null and void;
- f) it is incompatible with the final decision of an international appeal body which is binding on the Portuguese State; and
- g) the dispute was based on an act simulated by the parties, and the court, having failed to realise that a fraud had been perpetrated, did not use his power to stop the abnormal goal pursued by the parties.

Finally, as previously referred to in question 10.1, parties may initiate procedures to set aside an award if any of the grounds for challenge of LAV are met.

11.5 What is the standard for refusing enforcement of an arbitral award on the grounds of public policy?

Art. 5.2.b of NYC states that the national court must refuse the recognition and enforcement of a foreign arbitral award if it appears that these effects would be contrary to public policy in the country of the forum. Although NYC does not distinguish internal public

policy of international public policy, it has been understood that the reference to public policy at the NYC refers to the international public policy of the State where you wish to have the foreign arbitral award recognised and enforced.

The LAV expressly admits that the enforcement of an arbitral award may be refused when the content of the award is in conflict with the principles of international public policy of the State of Portugal. However, this is so only if, on the date on which the opposition is presented, an application for setting aside on the same grounds has not already been rejected by a final and binding judgment.

Portuguese Courts respect the autonomy of arbitration and are arbitration friendly. As a rule, one may say breach of public policy has not been a successful ground for refusing enforcement of an arbitral award. However, a case-to-case approach is required.

12 Confidentiality

12.1 Are arbitral proceedings sited in Portugal confidential? In what circumstances, if any, are proceedings not protected by confidentiality? What, if any, law governs confidentiality?

Yes, under the LAV, the arbitrators, the parties and the arbitral institutions are obliged to maintain confidentiality regarding all information they obtain and documents brought to their attention in the course of the arbitration proceedings.

However, the parties have the right to make public procedural acts necessary to the defence of their rights, as well as they have the duty to communicate or disclose procedural acts to the competent authorities, if so imposed by law.

The duty of confidentiality does not prevent the publication of awards and other decisions of the arbitral tribunal, excluding the identification details of the parties, unless any of these opposes thereto.

12.2 Can information disclosed in arbitral proceedings be referred to and/or relied on in subsequent proceedings?

No, unless the parties are compelled by the competent authorities to communicate or disclose procedural acts, or if the disclosure of procedural acts is required to assure the defence of the rights of the parties.

13 Remedies / Interests / Costs

13.1 Are there limits on the types of remedies (including damages) that are available in arbitration (e.g., punitive damages)?

The LAV does not refer to or limit the types of damages available in arbitration, which means that all the ones included in the CPC are applicable as long as they do not violate public policy. Even though in a few other countries punitive damages are accepted, they are still considered as violating public policy in Portugal. Hence, courts are not allowed to grant them, meaning that arbitrators cannot either.

Thus, if ever a Portuguese arbitration award grants punitive damages, it would not be enforceable in Portuguese Courts, for breach of public policy.

Finally, the arbitral tribunal should not decide beyond the parties requested remedies (*ultra petita*), otherwise the award may be challenged.

13.2 What, if any, interest is available, and how is the rate of interest determined?

There are no particular rules on interests in LAV, however, as a principle, compound interests are prohibited by law.

The civil rate in Portugal is 4% and the commercial rate is currently 8%.

13.3 Are parties entitled to recover fees and/or costs and, if so, on what basis? What is the general practice with regard to shifting fees and costs between the parties?

Unless otherwise agreed by the parties, LAV provides that the arbitrators shall determine in the award the proportions in which the parties shall bear the costs.

The arbitrators may also decide in the award that one or some of the parties shall compensate the other party or parties for the whole or part of the reasonable costs and expenses that they can prove to have incurred due to their participation in the arbitration, notably lawyers' fees, experts and witnesses.

13.4 Is an award subject to tax? If so, in what circumstances and on what basis?

No, an award in Portugal is not subject to any tax.

13.5 Are there any restrictions on third parties, including lawyers, funding claims under the law of Portugal? Are contingency fees legal under the law of Portugal? Are there any "professional" funders active in the market, either for litigation or arbitration?

In Portugal, there is no third party funding in arbitration/litigation nor any active professional funders active in the market.

Under the Portuguese Ethics Code, the agreement between the Lawyer and his Client whereby they establish that legal fees, will depend exclusively on the result obtained in a certain proceeding (*quota litis*), is forbidden.

However, success fees are admissible when charged alongside with other fees for the services rendered, as they do not rely exclusively on the success of a claim.

14 Investor State Arbitrations

14.1 Has Portugal signed and ratified the Washington Convention on the Settlement of Investment Disputes Between States and Nationals of Other States (1965) (otherwise known as "ICSID")?

Portugal ratified the ICSID Convention in 1984.

14.2 How many Bilateral Investment Treaties (BITs) or other multi-party investment treaties (such as the Energy Charter Treaty) is Portugal party to?

Portugal has signed 45 Bilateral Investment Treaties (BITs) with the following countries:

Cape Verde; Chile; China; Arab Republic of Egypt; Latvia; Mauritius; Mexico; Morocco; Mozambique; Pakistan; Paraguay; Peru; Czech Republic; Croatia; Germany; Guinea Bissau; Romania; Slovenia; Turkey; Albania; Angola; Argentina; Bosnia and Herzegovina; Brazil; Bulgaria; Cuba; Gabon; Hungary; India; Lithuania; Macau;

Philippines; Poland; Russian Federation; Slovakia; Timor-Leste; Ukraine; Uruguay; Venezuela; Zimbabwe; Sao Tome and Principe; Algeria; Tunisia; Libyan Arab Jamahiriya; and Korea.

Moreover, Portugal has signed the Energy Charter Treaty in Lisbon on December 17 1994, having deposited its instruments of accession and ratification on December 16 1997. The Treaty entered into force on 16 April 1998.

14.3 Does Portugal have any noteworthy language that it uses in its investment treaties (for example in relation to "most favoured nation" or exhaustion of local remedies provisions)? If so, what is the intended significance of that language?

Portugal does not have a Model BIT.

However, Portugal uses general terms in its bilateral investment treaties, such as (i) "*fair and equitable treatment*", (ii) "*full protection and security*", and (iii) "*national and Most-Favoured-Nation treatment*", along with provisions for compensation for expropriation, transfers of capital, access to settlement of disputes by diplomatic channels, *ad hoc* arbitration and ICSID conciliation/arbitration.

The purpose of such language is to intensify economic cooperation by creating favourable conditions for investments made by one contracting party in the territory of the other.

14.4 What is the approach of the national courts in Portugal towards the defence of state immunity regarding jurisdiction and execution?

Portugal has ratified the United Nations Convention on Jurisdictional Immunities of States and Their Property (the Convention) in 2005, whereby:

- (a) A State cannot invoke immunity from jurisdiction in commercial transactions with a foreign natural or juridical person which led to differences that fall within the jurisdiction of a Court of another State, save for commercial transactions between States or when there is an expressed agreement otherwise by the parties (art. 10, 1 and 2).
- (b) A State cannot invoke immunity from jurisdiction before a competent Court of another State in case it enters into an arbitration agreement in writing with a foreign natural or juridical person to submit to arbitration differences relating to a commercial transaction and if such proceedings relate to the validity, interpretation or application of the arbitration agreement, to the arbitration procedure or to the confirmation or the setting aside of the award, unless the arbitration agreement otherwise provides (art. 17 of the Convention).

Thus, as a rule, Portuguese Courts consider that a State can invoke immunity from jurisdiction from acts that are *jus imperii*, and immunity from execution from assets that are used within such *jus imperii*. It cannot, however, invoke immunity from jurisdiction where the acts have a *juri gestionis* nature.

15 General

15.1 Are there noteworthy trends in or current issues affecting the use of arbitration in Portugal (such as pending or proposed legislation)? Are there any trends regarding the type of disputes commonly being referred to arbitration?

In December 2011, the new Portuguese Arbitration Law was enacted, superseding the previous law enacted in 1986. LAV

entered into force on March 14, 2012. This was a long-awaited reform which was the product of several discussions and other frustrated attempts at reform. The purpose of the Portuguese government was to modernise arbitration in Portugal, bringing it in line with the UNCITRAL Model Law, although with certain peculiarities, and making Portugal a more attractive venue as an arbitral seat.

Furthermore, apart from the significant increase in commercial arbitration, Portugal has enacted legislation permitting arbitration in other areas of the law, such as tax, intellectual property and pharmacy law.

15.2 What, if any, recent steps have institutions in Portugal taken to address current issues in arbitration (such as time and costs)?

Portuguese Associations such as the *Associação Portuguesa de Arbitragem* (APA) and the *Portuguese Chamber of Commerce and Industry* (ACL) have had an important role in the development of arbitration in Portugal.

APA not only was the Association appointed by the Government to prepare the new Portuguese Arbitration Law, which was recently enacted, as referred in question 15.1, but also organises conferences and seminars for brainstorming of many subjects of interest to the arbitration community.

ACL hosts the main Commercial Arbitration Centre in Portugal and organises an annual Congress for the past six years, where many practical and current issues in arbitration are addressed.

Apart from Institutions, many initiatives exist in Portugal regarding arbitration, either organised by law firms, or by individuals with expertise in international arbitration.

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Mr. Corrêa de Sampaio is a recognised lawyer in the field of dispute resolution and he is currently the Co-Chair of the arbitration department of Abreu Advogados.

His practice focuses in national and international dispute resolution, notably *ad hoc* and institutional domestic and international arbitration.

Practice Areas of Expertise: Civil and Commercial Litigation, Arbitration and Mediation, Corporate and Commercial Law, Mergers & Acquisitions, Banking and Finance Law.



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During the period of nine years as a Lawyer at Abreu Advogados, Mr. Sousa Uva has focused on national and international dispute resolution, notably representing Clients in complex litigations and in institutional and *ad hoc* arbitrations, as well as in recognition, enforcement and challenge proceedings of arbitral awards in Portugal.

Mr. Sousa Uva is co-Founder and Director of YAR - Young Arbitration Review (2010) and author of several articles published on various topics of international arbitration.

Practice Areas of Expertise: Arbitration, Litigation (Civil, Commercial and Criminal Litigation), Mediation, Corporate and Commercial Law.



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