TRANSLATION

REPUBLIC OF ANGOLA
NATIONAL ASSEMBLY

LAW NO.16/03

OF 25 JULY 2003

Arbitration is an extra-judicial mechanism favored not only by private operators but also by the State itself to resolve possible conflicts over patrimonial rights deemed available by law, in view of the enormous advantages recognized to it, namely its speed and flexibility, as well as the freedom of the parties in the process of choice and appointment of arbitrators, together with its confidential and settling nature.

In view of the inevitable process of political and economic opening-up of our Country and, consequently, the multiplication of economic, commercial and industrial relationships both in terms of the domestic and international markets, it is convenient and necessary afford greater legal security, certainty and predictability as regards the resolution of possible disputes resulting from those domestic and international relationships.

As a private extra-judicial means of resolving disputes, arbitration constitutes a useful and necessary supplement to state courts as it ultimately contributes towards the greater effectiveness, efficiency and dignification of the general justice administration system.

It is thus required to, in this field, afford our Country and our legal system with legislation that is pertinent, more modern and suitable for the dynamics and transformations of today's world.

Therefore, pursuant to Article 88 (b) of the Constitutional Law, the National Assembly approves the following:

TRANSLATION

VOLUNTARY ARBITRATION LAW

CHAPTER I
The Arbitration Agreement

ARTICLE 1
(The Arbitration Agreement)

1. Under the terms of this law, all those who possess contractual capacity may resort to an Arbitral Tribunal so as to resolve disputes relating to disposable rights, by means of an Arbitration Agreement, provided that by special law such disputes are not exclusively subject to a Judicial Court or to compulsory arbitration.

2. Minors, interdicts or disqualified persons may not enter into arbitration agreements, even if through their legal representatives, but, in the case of succession, the disputes in which they have an interest may be settled by the Arbitral Tribunal pursuant to and under the terms of the Arbitration Agreement entered into by those they have succeeded.

3. The State and, in general, public law corporate persons, may only enter into arbitration agreements in the following cases:

(a) to settle matters pertaining to private law relationships;
(b) in Administrative Contracts;
(c) in the cases especially set forth by law.

ARTICLE 2
(Types of Arbitration Agreement)

1. The Arbitration Agreement may take the form of an arbitration clause or of an arbitration referral agreement.

2. The arbitration clause is the agreement whereby the parties commit themselves to settle, through arbitrators, the disputes that result from a given legal contractual or extra-contractual relationship.

3. The arbitration referral agreement is the agreement whereby the parties commit themselves to settle, through arbitrators, an existing dispute, irrespective of whether or not such dispute is already submitted to a Judicial Court.

4. The parties may, in the Arbitration Agreement, extend the scope thereof to other questions related with the dispute, giving the arbitrators, namely, the

power to define, complete, update and even revise the contracts or the legal relationships which determined the arbitration agreement.

ARTICLE 3
(Requirements of the Arbitration Agreement)

1. Subject to any special law requiring a more solemn form, the Arbitration Agreement shall be made in writing.

2. The agreement is deemed to be made in writing if it is included in any document signed by the parties or in any correspondence exchanged between them of which written proof exists, namely means of telecommunication, either where these instrument directly cover the agreement made or where they refer to another written document or where there is written proof which contains an Arbitration Agreement.

3. The parties shall, in the arbitration clause, specify the conflicting relationships or the juridical facts from which they may derive and, in the arbitration referral agreement, define as precisely as possible the subject-matter of the dispute.

4. The parties may, by written agreement, revoke the Arbitration Agreement prior to the arbitral award being rendered.

ARTICLE 4
(Nullity of the Arbitration Agreement)

1. The Arbitration Agreement shall be null and void when:

(a) it is not made in the form required by law;
(b) it is entered into in breach of the mandatory rules of Article 1 hereof;
(c) the arbitration clause does not specify the juridical facts from which the conflicting relationship shall arise;
(d) the arbitration referral agreement does not define the subject-matter of the dispute and it is not otherwise possible to proceed with the definition thereof.

2. The nullity of the contract does not imply the nullity of the Arbitration Agreement, unless it is shown that such contract would not have been entered into without said agreement.

ARTICLE 5
(Lapse of the Arbitration Agreement)

1. The arbitration referral agreement shall lapse and the arbitration clause shall cease to be effective in respect of the dispute submitted to the decision of the Arbitral Tribunal when:

(a) any of the arbitrators dies, refuses to act or becomes permanently unable to act as an arbitrator, or his appointment ceases to have

effect, and, in any of these cases, the arbitrator is not replaced in accordance with Article 11 hereof;

(b) where the tribunal is formed by multiple arbitrators, a majority of votes cannot be obtained in its decisions;

(c) the award is not rendered within the time limits set forth, in accordance with Article 25 hereof.

2. Unless otherwise stipulated, the Arbitration Agreement shall not lapse and the arbitral proceeding shall not be terminated upon the death or extinction, in the case of a corporate person, of any of the parties.

CHAPTER II
The Tribunal

ARTICLE 6
(The Composition of the Tribunal)

1. The Arbitral Tribunal may be composed of a single arbitrator or of several arbitrators, but always of an uneven number of arbitrators.

2. If the number of arbitrators is not determined in the Arbitration Agreement or in a subsequent written document signed by the parties, nor such number results from those documents, the tribunal shall be formed by three arbitrators.

ARTICLE 7
(Appointment of Arbitrators)

1. The parties may, in the Arbitration Agreement or in a subsequent written document signed by them, either appoint the arbitrator or arbitrators who shall sit on the tribunal, or set the manner on which they are to be appointed.

2. If the parties have neither appointed the arbitrator or arbitrators nor set the manner on which they are appointed, and if no agreement between them is reached on said appointment, each party shall indicate one arbitrator, unless it is agreed that each of them indicates, in equal number, more than one, with the arbitrators so appointed being responsible to choose and appoint the arbitrator who will complete the composition of the Tribunal.

ARTICLE 8
(Arbitrators Requirements)

All individuals in full enjoyment and exercise of their civil capacity may be appointed as arbitrators.

TRANSLATION

ARTICLE 9
(Freedom of Acceptance)

1. Acceptance of the appointment as arbitrator is entirely free, but, if the office has been accepted, withdrawal from office is only admissible when based on supervening circumstances making it impossible for the appointed arbitrator to perform his functions.

2. The office is deemed accepted whenever the appointee unequivocally evidences the intention to act as arbitrator or does not state in a written document addressed to any of the parties, within eight days following reception of notice of the appointment, that he/she does not wish to perform the function.

3. Having accepted the office, any arbitrator who withdraws without justification from the performance of hid/her functions shall be civilly liable for the damages that he/she may cause.

ARTICLE 10
(Challenging)

1. Whosoever is invited to act as an arbitrator has the duty to immediately disclose all the circumstances that may raise doubts as to his/her impartiality and independence. This duty to inform both parties continues throughout the arbitral proceedings.

2. An appointed arbitrator may only be challenged when there is a circumstance capable of raising justified doubts as to his/her impartiality and independence, or if he/she manifestly does not possess the qualifications previously agreed upon by the parties.

3. A party may only challenge an arbitrator appointed by it, or in whose appointment such party participated, for reasons of which such party only became aware after such appointment.

4. In the absence of agreement, the party intending to challenge an arbitrator shall set out in writing to the Arbitral Tribunal the reasons for the challenge within eight days of becoming aware of the constitution of the Arbitral Tribunal or of the date on which such party became aware of any relevant circumstance, under the terms of paragraph 2 above. If the challenged arbitrator does not step down or resign, or if the other party does not accept the challenge, it shall be for the Arbitral Tribunal to decide on the challenge.

5. If the challenge is rejected, the challenging party may, within 15 days of the notice of rejection, apply to the court or the authority or entity referred to in Article 14 hereof for a ruling on the challenge, which ruling shall not be subject to appeal. Pending this application, the Arbitral Tribunal, including the challenged arbitrator, may proceed with the arbitral proceedings and make decisions, except for the final award.

TRANSLATION

ARTICLE 11
(Replacement of Arbitrators)

If any of the arbitrators dies, withdraws, is challenged or becomes permanently unable to perform his/her functions or if his/her appointment or designation ceases to be effective, such arbitrator shall be replaced in accordance with the rules applicable to the appointment or designation, adapted as necessary.

ARTICLE 12
(Chairman of the Tribunal)

1. If the Tribunal is composed of more than one arbitrator, the arbitrators shall choose the Chairman among themselves, unless the parties have otherwise agreed in writing prior to the acceptance of the first arbitrator.

2. If, under the terms of the previous paragraph, it is not possible to choose and appoint the Chairman, the choice and nomination shall be made in the manner set forth in Article 14 hereof.

3. Unless otherwise agreed, it shall be for the Chairman of the Arbitral Tribunal to prepare the proceedings, conduct the taking of evidence, conduct the works at the hearings and control the discussion.

ARTICLE 13
(Process of Constitution of the Tribunal)

1. Save as otherwise agreed by the parties or provided in any applicable rules, the party intending to submit the dispute to the Arbitral Tribunal shall notify the other party of such intention.

2. The notice of arbitration may be made by any means, provided that it is possible to prove its receipt by the addressee.

3. The notice shall contain the following information:

(a) identification of the parties;
(b) intention that the dispute be submitted to arbitration;
(c) indication of the Arbitration Agreement;
(d) subject-matter of the dispute, if this does not already follow from the Arbitration Agreement.

4. If it is for the parties to designate one or more arbitrators, the notice shall include the nomination of the arbitrator or arbitrators by the notifying party, as well as the invitation addressed to the other party to nominate the arbitrator or arbitrators it is entitled to appoint.

TRANSLATION

5. If the single arbitrator is to be appointed by agreement of the parties, the notice shall contain the indication of the proposed arbitrator and the invitation to the other party to accept such arbitrator.

6. If it is for a third party to make the appointment and such appointment has not yet been made, the party shall notify the third party to do so and to notify both parties of the appointment made.

ARTICLE 14
(Appointment of Arbitrators)

1. Whenever an arbitrator or arbitrators have not been appointed by the parties or the arbitrators or third parties, under the terms provided in the previous articles, such appointment shall be made by the President of the Provincial Court of the place set for the arbitration or, if no such place has been set, that of the residence of the applicant, or the Provincial Court of Luanda if the residence of the applicant is abroad.

2. The appointment may be requested after the lapsing of 30 days as of the notice provided in Article 13.2, in the cases contemplated in Articles 13.4 and 13.5, or within the same time limit following the appointment of the last of the arbitrators responsible to make the choice and appointment, in the cases referred to in Articles 6.2 and 7.2 hereof.

3. The judicial authority referred to in paragraph 1 of this article shall, within 30 days and with not subject to appeal, decide on the appointment or appointments requested, after previously hearing the parties, but always bearing in mind the need to appoint arbitrators who are independent and impartial and have the qualifications previously agreed upon by the parties.

4. If by written agreement the parties have appointed another authority or entity for the appointment of arbitrators as provided in this article, the provisions of the previous paragraphs shall apply with the necessary adaptations, but in the absence of appointment by such authority or entity, judicial intervention may be requested under the terms of this article.

ARTICLE 15
(Conduct of Arbitrators)

In the performance of their conflict settling duty, arbitrators shall show being worth of the honor and responsibilities inherent to the office, and may not represent or act in the interest of the parties, being under the obligation to decide with independence, impartiality, loyalty and good faith and to contribute to ensuring expeditious and fair proceedings.

TRANSLATION

CHAPTER III
The Arbitral Procedure

ARTICLE 16
(Procedural Rules)

1. The parties may agree on the procedure rules to be observed in the arbitral proceedings either in the Arbitration Agreement or in a subsequent written document.

2. If the agreement referred to in the previous paragraph has not been entered into by the time of acceptance by the first arbitrator, it shall be for the arbitrators to define the rules to be observed.

3. The agreement of the parties may result from the choice of the arbitration rules of an institutional arbitral body or from the choice of this body to conduct the arbitration.

ARTICLE 17
(Place of Arbitration)

1. The place of arbitration shall be determined by agreement between the parties in the Arbitration Agreement or in a subsequent written document and, in the absence of agreement by the time of acceptance of the first arbitrator, it shall be set by the arbitrators.

2. Unless otherwise agreed by the parties, the provisions of paragraph 1 above do not prevent that the Arbitral Tribunal holds meetings at any place deemed appropriate for consultation among its members or for carrying out any procedural acts.

ARTICLE 18
(Principles)

The arbitral proceedings shall observe the following principles:

(a) the parties shall be treated with absolute equality;
(b) in all stages of the proceedings, the adversarial system shall be guaranteed, and the respondent shall be notified to defend itself;
(c) both parties shall be heard, orally or in writing, before the final award is rendered.

ARTICLE 19
(Representation of Parties)

The parties may be represented or assisted by an appointed attorney.

ARTICLE 20
(Commencement and Termination of Arbitral Proceedings)

1. Except as provided in Article 13.1, the arbitral proceedings commence on the date on which the respondent is notified of the arbitration, but only advances before the Tribunal as of the moment on which the parties are notified of the appointment of all the arbitrators, in accordance with Articles 13 and 14 hereof.

2. The proceedings terminate either with the deposit of the arbitral award or, in the case referred to in paragraph 4 below, when the award homologating withdrawal gains the force of *res judicata*.

3. Withdrawal of the claim in whole or part is free at any stage of the proceedings.

4. Withdrawal from the arbitral proceedings hearing is only permitted where the other party does not oppose to it within the deadline set forth in Article 29.3 hereof.

ARTICLE 21
(Evidence)

1. All legally admitted evidence may be produced before the Arbitral Tribunal, at the request of the parties or the Tribunal.

2. Whenever the evidence to be produced is dependent upon the will of one of the parties or of a third party and such party refuses the necessary cooperation, the Arbitral Tribunal itself or the party interested in the disclosure of the evidence, with the authorization of the Tribunal, may apply to the Judicial Court of the place where the collection of the evidence is to take place for the evidence to be produced before such Court.

3. The Judicial Court shall carry out the requested action within the limits of its competence and in observance of the rules on production of evidence to which it is bound, and submit its results to the Arbitral Tribunal.

ARTICLE 22
(Interim Measures)

1. Unless otherwise agreed by the parties, the Arbitral Tribunal may, at the request of either party, order the taking of interim measures related with the subject-matter of the dispute, namely for the provision of any guarantees that it may deem necessary.

2. The provisions of the previous paragraph do not prevent the parties from applying to the competent Judicial Court, under the terms of the applicable civil procedural rules, for the procedures deemed appropriate to prevent harm to or safeguard their rights.

ARTICLE 23
(Fees)

The fees of arbitrators and other persons involved in the proceedings, as well as their apportionment amongst the parties, shall be subject to an agreement between the parties and the arbitrators, unless such fees follow from the arbitration rules chosen pursuant to Article 16 hereof.

CHAPTER IV
(Making the Award)

ARTICLE 24
(Applicable Law)

1. The parties may agree, in the Arbitration Agreement or in a subsequent written document, that the Arbitral Tribunal decide according to equity or given usages and customs, both national and international.

2. In the absence of a written agreement, the Arbitral Tribunal shall rule in accordance with substantive law.

3. Whenever it rules on the basis of usages and customs, the Arbitral Tribunal is required to observe the public policy principles of Angolan substantive law.

ARTICLE 25
(Time Limit for Award)

1. Unless otherwise determined in the Arbitration Agreement or in a subsequent written document until acceptance by the first arbitrator, the arbitral award shall be rendered within six months of the date of acceptance by the last arbitrator.

2. The parties may, by written agreement, extend the agreed time limit or, in the absence of agreement, the time limit set forth in the previous paragraph.

3. Arbitrators who, with no justified grounds, prevent the arbitral award from being rendered within the time limit shall, under the law, be liable for any losses caused.

TRANSLATION

ARTICLE 26
(Decisions)

1. When there are several arbitrators, decisions are taken with all of them present and by simple majority, unless the parties have agreed that a greater number of votes are required.

2. The parties may agree, in the event of there not being the required majority, that decisions be taken by the presiding-arbitrator or that the dispute be decided in accordance with the vote expressed by such arbitrator.

3. The parties may agree, or the arbitrators may unanimously decide, that procedural matters raised during the arbitration be decided by the presiding-arbitrator.

ARTICLE 27
(Contents of Arbitral Award)

1. The award of the Arbitral Tribunal shall be made in writing and shall set out:

(a) the identity of the parties;
(b) a reference to the Arbitration Agreement;
(c) the subject-matter of the dispute;
(d) the identity of each arbitrator;
(e) the place of arbitration and the place and date on which the award was rendered;
(f) the decision taken and the corresponding grounds;
(g) the signatures of the arbitrators;

2. The award does not need to set out its grounds whenever so agreed by the parties, or when the parties, during the proceedings, reach an agreement on the settlement of the dispute, and in the case of withdrawal.

3. Statements of the facts deemed proved shall be deemed as sufficient grounds whenever the award is rendered on the basis of equity.

4. The number of signatures shall be at least equal to that of the majority of the arbitrators, and the reason why the others have not signed, as well as those who voted against the award, must always be indicated.

5. The final award shall fix the costs of the proceedings and their apportionment between the parties.

ARTICLE 28
(Settlement and Homologating Award)

1. If the parties decide to settle, they shall submit to the Arbitral Tribunal, by written application, the terms of the agreement reached by them to put an end

to the dispute or enclose the agreement entered into, requesting its homologation and the corresponding termination of the arbitral proceeding.

2. The application, in the former case, or the agreement entered into shall be signed by the parties, with the signatures being certified in the presence of a notary public, or subscribed by an attorney with dispute settlement representation powers.

3. Provided that there is nothing in opposition to the settlement, it will suffice that the arbitral award be limited to, as regards the ruling part thereof, reproducing the terms and clauses agreed upon and homologate them.

ARTICLE 29
(Withdrawal and Homologating Award)

1. When the party who applied for the arbitration withdraws from it and being free to do so, such party shall notify the Arbitral Tribunal of its decision by way of an application signed by it, with the signature being certified in the presence of a notary public, or subscribed by an attorney with representation powers for such purpose.

2. In the case provided in the previous paragraph, the Arbitral Tribunal, having verified that the conditions set forth in Articles 20.3 or 20.4 hereof have been met, shall limit its intervention to homologating the withdrawal and ruling accordingly.

3. Where the withdrawal is not free, the withdrawing party's application shall be notified to the other party, who can oppose it within 10 days.

4. In the absence of any opposition, the provisions of the final part of paragraph 2 of this article shall apply to the homologating award.

5. If, notwithstanding the opposition of the other party, the Arbitral Tribunal decides to homologate the withdrawal under the terms of Article 20.6 hereof, the homologating award shall specify the grounds for the decision taken.

ARTICLE 30
(Notice and Deposit of Award)

1. The Chairman of the Arbitral Tribunal shall order notice of the award to be served on the parties, by registered letter or by any other means of communication that permits proof of receipt, enclosing a full copy of the award rendered.

2. Within 10 days of receipt of the notice, either of the parties may request the Arbitral Tribunal to rectify any calculation, copying, typing or similar errors, or to clarify any unclearness or doubt in respect of the award, and the time limit for

appeal shall only start running after the parties have been notified of the decision taken on the request for correction or clarification.

3. If the Arbitral Tribunal considers the application as being justified, the rectification or clarification shall be made within 30 days of the receipt of the request, and the decision thereon shall be an integrant part of the arbitral award.

4. Unless otherwise agreed by the parties, once the arbitral award gains the force of *res judicata*, it shall be deposited with the Secretariat of the Provincial Court of the place of arbitration.

5. The awards homologating the withdrawal from the arbitral proceedings shall not be deposited.

6. The parties shall be notified of the deposit of the award.

7. The Chairman of the Provincial Court shall grant to one of the secretaries powers for the deposit of arbitral awards rendered in the area under jurisdiction.

ARTICLE 31
(Ruling on Jurisdiction)

1. The Arbitral Tribunal shall have the power to rule on its own jurisdiction, even if, to this end, it is necessary to review both the defects of the Arbitration Agreement or the contract in which such agreement is comprised and the applicability of such agreement to the dispute.

2. The parties may only argue that the Tribunal lacks jurisdiction, as well as that the Tribunal has not been properly constituted until the filing of the defense on the merits or along therewith, or at the first available opportunity after becoming aware of a supervening circumstance giving rise to one of above-mentioned defects.

3. The ruling of the Arbitral Tribunal in which it declares itself as having jurisdiction to rule on the matter may only be reviewed by the Judicial Court after the arbitral award has been rendered, by means of set aside or appeal proceedings challenge or by means of opposition to enforcement, under the terms of Articles 34 and 39 hereof.

ARTICLE 32
(Termination of Jurisdiction)

1. The jurisdiction of the Arbitral Tribunal shall terminate when the arbitral award or the decision rendered pursuant to Article 30.3 gains the force of *res judicata*.

2. The jurisdiction of the Arbitral Tribunal shall also terminate whenever the award homologating withdrawal from the arbitral proceedings gains the force of *res judicata*.

ARTICLE 33
(Effects of the Arbitral Award)

The arbitral award has the same effects between the parties as those of judicial judgments and, if it contains a conviction, it is enforceable.

CHAPTER V
(Challenge of Award)

ARTICLE 34
(Setting aside of Award)

1. The arbitral award may be set aside by the Judicial Court on any of the following grounds:

(a) the dispute is not capable of resolution by arbitration;
(b) it was rendered by a tribunal lacking jurisdiction;
(c) the arbitration agreement has lapsed;
(d) it was rendered by an improperly constituted tribunal;
(e) it fails to contain its grounds;
(f) a breach of the principles set forth in Article 18 hereof occurred and such breach had a decisive influence on the resolution of the dispute;
(g) the tribunal has considered matters which it could not consider or failed to consider matters which it should have considered;
(h) when ruling on the basis of equity or according to usages and customs, under Article 24 hereof, the Tribunal has not observed the principles of public policy of the Angolan legal system.

2. The grounds set forth in sub-paragraph 1 (b) above may only be invoked in those cases where the Arbitral Tribunal has, pursuant to Article 31, declared itself as having jurisdiction or, where its lack of jurisdiction has been argued, the Tribunal has not taken any decision in due time.

3. The ground for set aside provided in sub-paragraph 1 (d) above may only be considered if the party invoking it has challenged the improper constitution until the end of the time limit set forth in Article 31.2 and said improper constitution has had a decisive influence on the resolution of the dispute.

4. In the case of the ground provided in the first part of sub-paragraph 1 (g) above, the set aside does not affect the validity of the award on the matters which the Tribunal could consider.

5. In the case of ground provided in the second part of sub-paragraph 1 (g) above, the set aside is only admissible when the failure to consider of the matters in question has had a decisive influence on the resolution of the dispute.

6. The right to apply for the set aside of the arbitral award cannot be waived.

ARTICLE 35
(Procedure)

1. The action for setting aside of the award shall be brought before the Supreme Court within 20 days of the date of notification of the arbitral award.

2. If the arbitral award is subject to appeal, the set aside may only be considered and decided upon by way of appeal proceedings.

3. The initial application in the action for setting aside the award shall detail the grounds on which the claim is based, with the rules of ordinary appeal ("agravo") set forth in the Code of Civil Procedure being subsidiarily applicable.

ARTICLE 36
(Appeals)

1. If the parties have not previously waived this prerogative, the arbitral award is subject to the same appeals that would apply if it had been rendered by the Provincial Court.

2. Appeals are submitted to the Supreme Court and processed in accordance with the Code of Civil Procedure, with the necessary adaptations, but the time limit for filing is 15 days.

3. The authority conferred upon the Arbitral Tribunal to rule on the basis of equity implies a waiver to appeals.

CHAPTER VI
(Enforcement of the Award)

ARTICLE 37
(Enforcement)

1. The parties shall observe the arbitral award in the exact terms determined by the Arbitral Tribunal.

2. Once the time limit set by the Arbitral Tribunal for voluntary compliance with the award has lapsed or, in the absence of a time limit, within 30 days of the notification of the award, and the award has not been complied with, the interested party may apply for enforcement thereof to the Provincial Court, in accordance with the Civil Procedure Law.

ARTICLE 38
(Enforcement Proceedings)

1. Enforcement proceedings shall follow the terms of the summary enforcement proceedings, regardless of the value of the action.

2. The application for enforcement shall enclose authenticated copies of the following documents:

(a) arbitral award, its rectification or clarification;
(b) evidence of the notification and deposit of the award.

ARTICLE 39
(Opposition to Enforcement)

1. Opposition to enforcement is permitted on the grounds provided in Articles 813 and 814 of the Code of Civil Procedure, whenever a reason for set aside is alleged or the corresponding action for setting aside is pending.

2. The opposition shall be filed within eight days of the date on which the enforced party was summoned in the proceedings.

3. The judicial decision ruling on the opposition to enforcement is not subject to appeal.

CHAPTER VII
International Arbitration

ARTICLE 40
(Definition)

1. Arbitration is deemed international whenever international trade interests are at stake, particularly when:

(a) the parties in an Arbitration Agreement have their establishments in different States at the time of conclusion of the agreement;
(b) the place of arbitration, the place of performance of a substantial part of the obligations resulting from the legal relationship from which the dispute arises, or the place with which the subject-matter of the dispute has a closest link, is situated outside the State in which the parties have their establishments;
(c) the parties have expressly agreed that the scope of the Arbitration Agreement is in connection with more than one State.

2. For purposes of the previous paragraph, it shall be deemed that:

(a) should a party have more than one establishment, the one having a closer connection with the Arbitration Agreement shall be the one taken into account;
(b) Should a party have no premises, its usual place of residence shall be considered.

TRANSLATION

ARTICLE 41
(Subsidiary Regime)

Unless otherwise expressly stipulated by the parties, the provisions of this law are shall apply to international arbitration, with the necessary adaptations and without prejudice to the provisions of this chapter.

ARTICLE 42
(Language)

1. The parties may, by agreement, freely choose the language or languages to be used in the arbitral proceedings. In the absence of such an agreement, the Arbitral Tribunal shall determine the language or languages to be used in the proceedings.

2. The agreement or the determination referred to in the previous paragraph shall apply to any written declaration by one of the parties, to any oral proceedings and to any award, ruling or notice of the Arbitral Tribunal, unless otherwise specified.

3. The Arbitral Tribunal may order that any pleading be accompanied by a translation in the language or languages agreed upon by the parties or chosen by the Arbitral Tribunal.

ARTICLE 43
(Applicable Law)

1. The Arbitral Tribunal shall rule on the dispute in accordance with the law chosen by the parties to be applied to the substance of the dispute.

2. Any designation of the law or legal system of a given State shall be considered, unless expressly indicated otherwise, as directly designating the substantive legal rules of said State and not its conflict of laws' rules.

3. In the absence of designation by the parties, the tribunal shall apply the law resulting from the application of the conflict of laws' rules that it deems applicable in the particular case.

4. The Tribunal may only rule according to equity or proceed with an amicable composition whenever expressly authorized by the parties.

5. In any event, the Arbitral Tribunal shall take into account the usages and customs of international trade applicable to the scope of the Arbitration Agreement.

TRANSLATION

ARTICLE 44
(Appeals)

The award of the Arbitral Tribunal is not subject to appeal, save where the parties have agreed on the possibility of appeal and regulated its terms.

CHAPTER VII
(Final and Interim Provisions)

ARTICLE 45
(Institutionalized Arbitration)

The Government shall establish by way of decree the regime for granting authority to certain legal entities to conduct institutionalized voluntary arbitrations, specifying on a case by case basis, the general or expert nature of such arbitrations, as well as the rules on re-examination and possible revocation of the authorizations granted, whenever so justified.

ARTICLE 46
(Amendments to Code of Civil Procedure)

The following provisions of the Code of Civil Procedure are hereby amended and superseded:

«ARTICLE 90
(Jurisdiction for Enforcement of the Award)

1. […].

2. Where the award has been rendered by an arbitrator in an arbitration that has taken place in Angolan territory, the Provincial Court of the place of arbitration has jurisdiction for the enforcement thereof.

ARTICLE 814
(Enforcement based on Arbitral Award)

1. The grounds for opposition against enforcement of an arbitral award are not only those set forth in the previous article but also those on which the judicial setting aside of such award may be based.

2. The court shall dismiss *ex officio* the application for enforcement when it recognizes that the dispute could not be referred for decision by arbitrators, either because the dispute is, by special law, exclusively submitted to a Judicial Court or to compulsory arbitration, or because the right in dispute is non-disposable by its holder.»

TRANSLATION

ARTICLE 47
(Legal Remissions)

The legal remissions set out in Articles 1525 through 1528 of the Code of Civil Procedure to the provisions of Voluntary Arbitral Tribunal regime shall hereafter be deemed as being made to this law, with the necessary adaptations.

ARTICLE 48
(Revocation)

1. Title I of Book IV - The Voluntary Arbitral Tribunal - of the Code of Civil Procedure is hereby revoked.

2. Article 36 of the Code of Judicial Costs is hereby revoked.

ARTICLE 49
(Costs due in the Judicial Courts)

1.The justice tax on appeals filed, under Article 36, in applications and oppositions in enforcement proceedings pursuant to Articles 37 through 39 hereof, is that set forth in the Code of Judicial Costs for the corresponding pleadings, with the adaptations deemed necessary.

2. The justice tax due for actions to set aside arbitral awards, pursuant to this law, in the Provincial Courts, shall be that set forth for civil proceedings of the same value, reduced by half.

3. For the appointment of arbitrators and the deposit of arbitral awards, it shall be payable the minimum justice tax set forth in the Code of Judicial Costs for any act carried out before the Provincial Courts.

ARTICLE 50
(Doubts and Omissions)

The doubts and omissions that may arise from the interpretation and application of this law shall be resolved by the National Assembly.

ARTICLE 51
(Regulations)

This law shall be regulated within 90 days as of the date on which this law comes into force.

ARTICLE 52
(Effectiveness)

This law comes into effect 60 days after its publication.

TRANSLATION

Seen and approved by the National Assembly, in Luanda on 3 April 2003.

The President of the National Assembly, *Roberto António Víctor Francisco de Almeida.*

Promulgated on 23 May 2003.

Be it Published.

The President of the Republic, JOSÉ EDUARDO DOS SANTOS.