GAR KNOW HOW COMMERCIAL ARBITRATION

Portugal

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Infrastructure

1 Is your state a party to the New York Convention? Are there any noteworthy declarations or reservations?

Portugal ratified the New York Convention on 18 October 1994, which entered into force in January 1995. Pursuant to article 1(3) of the Convention, Portugal made a reservation stating that the same shall only apply in cases where the arbitral awards were rendered in the territory of states bound by the Convention.

2 Is your state a party to any other bilateral or multilateral treaties regarding the recognition and enforcement of arbitral awards?

Portugal is also bound by the Geneva Convention on Execution of Foreign Arbitral Awards, dated 26 September 1927 (ratified by Portugal in 1931), the Convention on the Settlement of Investment Disputes between States and Nationals of other States (ICSID Convention), concluded in Washington in 1965 (ratified by Portugal in 1984), and the Inter-American Convention on International Commercial Arbitration, signed in Panama in 1975 (ratified by Portugal in 2002).

In addition to these Conventions, there are multiple bilateral investments treaties in force between Portugal and other countries, some of which govern enforcement issues.

3 Is there an arbitration act or equivalent and, if so, is it based on the UNCITRAL Model Law? Does it apply to all arbitral proceedings with their seat in your jurisdiction?

In the field of arbitration, the primary source of statutory law is Law No. 63/2011 of 14 December 2011, which approved the Voluntary Arbitration Law (VAL).

The VAL is largely based on the UNCITRAL Model Law, albeit it contains a few notable differences (eg, rules on the appointment of arbitrators when there are multiple claimants or respondents, rules regarding third party joinder and a default 12-month time limit for issuing the award from the date of acceptance of the last arbitrator).

The VAL applies to all arbitral proceedings seated in Portugal, as well as to the recognition and enforcement of foreign arbitral awards in Portugal.

4 What arbitration bodies relevant to international arbitration are based within your jurisdiction? Do such bodies also act as appointing authorities?

The leading arbitral institution in Portugal is the Arbitration Centre of the Portuguese Chamber of Commerce and Industry, which may also act as an appointing authority if agreed by the parties.

In 2020, this Arbitration Centre implemented significant changes, which led, inter alia, to the approval of specific Rules of Arbitration for administrative pre-contractual liability cases and for corporate disputes, as well as the creation of a Dispute Boards regulation (which all came into force on 1 April 2021).

Other relevant arbitral institutions are the Commercial Arbitration Institute of Oporto and Concórdia – Centre for Conciliation and Mediation of Disputes.

Although there are no international arbitration bodies based in Portugal, the International Chamber of Commerce (ICC) has a national committee in Portugal, which assists the Court in the appointment of Portuguese arbitrators.

5 Can foreign arbitral providers operate in your jurisdiction?

Foreign arbitral providers operate in Portugal and are increasingly relevant. Among the most prominent foreign arbitral institutions, the ICC is the preferred choice of Portuguese players.

6 Is there a specialist arbitration court? Is the judiciary in your jurisdiction generally familiar with, and supportive of, the law and practice of international arbitration?

There is no specialised state court for arbitration matters. Nonetheless, state courts are usually familiar with the VAL and with the most relevant sources of international arbitration law (eg, the New York Convention, the IBA Guidelines on the Taking of Evidence in International Arbitration and the IBA Rules on Conflicts of Interest in International Arbitration). In general, state courts are supportive of international arbitration.

Agreement to arbitrate

7 What, if any, requirements must be met if an arbitration agreement is to be valid and enforceable under the law of your jurisdiction? Can an arbitration agreement cover future disputes?

The arbitration agreement may pertain to a current dispute (submission agreement) or, instead, to disputes that might arise from certain contractual or non-contractual obligations entered into between the parties (arbitration clause). The submission agreement shall identify the subject matter of the dispute, whereas the arbitration clause shall specify the legal relationship the dispute concerns.

Additionally, the arbitration agreement shall be in writing, being this requirement dully complied with when the agreement is drafted in a written document signed by the parties or by other means of communication that provide a written record of the agreement. This requirement is met in the following cases: (i) when the agreement is recorded on electronic, magnetic, optical or any other type of support that offers the same guarantees of reliability, comprehensiveness and preservation; (ii) notwithstanding the legal framework on general contract clauses, when reference is made in a contract to a document containing an arbitration clause, provided that said contract is in writing and that the reference is such as to make that clause part of that contract; and (iii) when there is an exchange of statements of claim and defence in arbitral proceedings, in which the existence of such an agreement is invoked by one party and not denied by the other.

8 Are any types of dispute non-arbitrable? If so, which?

Any dispute involving economic interests may be submitted to voluntary arbitration, unless it is exclusively subject by a special law to the state courts or to compulsory arbitration.

For instance, disputes regarding criminal and insolvency matters are solved exclusively by the state courts and certain labour disputes may be subject to compulsory arbitration.

In 2018, Decree-law No. 110/2018, of 10 December, revoked Decree-Law No. 62/2011, of 12 December, that provided for compulsory arbitration for disputes concerning pharmaceutical products and generics.

9 Can a third party be bound by an arbitration clause and, if so, in what circumstances? Can third parties participate in the arbitration process through joinder or a third-party notice?

The VAL sets forth that only third parties bound by the arbitration agreement, whether from the date of execution of said agreement or by having subsequently adhered to it, are entitled to join ongoing arbitral proceedings.

Furthermore, such adhesion requires the consent of all parties to the arbitration agreement and may take place solely in respect of the arbitration in question. Moreover, the tribunal shall only admit third-party intervention provided the same does not improperly disrupt the normal development of the arbitration and there are prominent reasons justifying said intervention (eg, when the third party has, in relation to the substance of the dispute, an interest equal to the one of the claimant or the respondent).

Notwithstanding the above, the arbitration agreement may provide for third party joinder in ongoing arbitrations differently from the default provisions of the VAL.

10 Would an arbitral tribunal with its seat in your jurisdiction be able to consolidate separate arbitral proceedings under one or more contracts and, if so, in what circumstances?

The VAL does not contain any specific provisions on the consolidation of separate arbitral proceedings.

Nonetheless, the rules of arbitration of the leading arbitral institutions in Portugal deal with consolidation issues, which are usually addressed on a case-by-case basis. For instance, the Rules of Arbitration the Arbitration Centre of the Portuguese Chamber of Commerce and Industry provide that any party may apply to the Chairman of the Centre for consolidation of pending proceedings under any of the following circumstances: (i) if parties are the same; or (ii) if the requirements for third-party joinder are met.

11 Is the “group of companies doctrine” recognised in your jurisdiction?

This doctrine is recognised as a principle of Portuguese substantive law, albeit its application is based on a case-by-case approach and subject to strict requirements.

12 Are arbitration clauses considered separable from the main contract?

The VAL expressly recognises the principle of separability, pursuant to which the invalidity of the underlying agreement does not automatically entail the invalidity of the arbitration clause.

13 Is the principle of competence-competence recognised in your jurisdiction? Can a party to an arbitration ask the courts to determine an issue relating to the tribunals jurisdiction and competence?

Portuguese law recognises the principle of Kompetenz-Kompetenz, pursuant to which the arbitral tribunal is entitled to rule or decide on its own jurisdiction.

A state court before which a proceeding related to a matter subject to an arbitration agreement is brought, shall, if a party so requests not later than when submitting its statement of defence, refer the parties to arbitration, unless it finds, on a prima facie analysis, that the agreement is manifestly null and void, inoperative or incapable of being performed. We note that, in recent years, there have been a number of cases brought before state courts where claimants invoke the lack of financial resources to resort to arbitration. However, Portuguese courts have overwhelmingly asserted that, in principle, this is not a valid justification for not complying with the arbitration agreement, and thus refer the dispute to arbitration.

14 Are there particular issues to note when drafting an arbitration clause where your jurisdiction will be the seat of arbitration or the place where enforcement of an award will be sought?

There are no particular issues or points specific to the Portuguese jurisdiction that need to be addressed when drafting an arbitration clause. Where Portugal will be the place of enforcement of an award, matters of international public policy of the Portuguese State may need to be taken into consideration.

15 Is institutional international arbitration more or less common than ad hoc international arbitration? Are the UNCITRAL Rules commonly used in ad hoc international arbitrations in your jurisdiction?

Albeit ad hoc arbitrations still arise often, there has been, based on our perception, a steady increase in the number of institutional arbitrations. In ad hocarbitrations the UNCITRAL Rules are not commonly used.

16 What, if any, are the particular points to note when drafting a multi-party arbitration agreement with your jurisdiction in mind? In relation to, for example, the appointment of arbitrators.

There are no particular issues to address when drafting a multi-party arbitration agreement. Nevertheless, the parties may discipline the appointment of arbitrators – which should be uneven in number in any event – and/or select an appointing authority. Pursuant to the VAL, in the absence of an agreement between the parties, the competent state court will make the appointment of arbitrators.

It is also advisable that the parties agree on the possibility of joinder of third parties and consolidation of arbitration proceedings.

Commencing the arbitration

17 How are arbitral proceedings commenced in your jurisdiction? Are there any key provisions under the arbitration laws of your jurisdiction relating to limitation periods of which the parties should be aware?

Unless otherwise agreed by the parties, the arbitral proceedings shall commence on the date in which the respondent receives the request for the dispute to be referred to arbitration.

Within the period of time agreed by the parties or determined by the arbitral tribunal, the claimant shall submit its statement of claim, in which the remedy sought and the facts supporting the claim shall be stated, and the respondent shall present its statement of defence in which its defence in respect of these particulars shall be outlined, unless the parties have agreed otherwise regarding the required elements of such statements.

There are no special provisions prescribing limitation periods for the commencement of arbitrations, albeit it should be noted that the law sets out general limitation periods that may affect the outcome of disputes. For instance, there is a general 20-year limitation period for the exercise of contractual rights.

18 How is the substantive law of the dispute determined? Where the substantive law is unclear, how will a tribunal determine what it should be?

The VAL provides that the arbitrators shall decide the dispute according to the law, unless the parties agree that they shall decide ex aequo et bono. The applicable law is determined in light of the Rome I and Rome II regulations (if applicable), or in accordance with the Portuguese Civil Code.

For international arbitration, the parties may choose the rules of law to be applied by the arbitrators, if they have not authorised them to decide ex aequo et bono. In the absence of choice by the parties, the arbitral tribunal shall apply the law of the state with which the subject-matter of the dispute has the closest connection.

Appointing the tribunal

19 Does the law of your jurisdiction place any limitations in respect of a partys choice of arbitrator?

There are very few limits to the parties' autonomy to select arbitrators. The arbitral tribunal may consist of a sole arbitrator or of several, in an uneven number. The arbitrators must be physical persons and have full legal capacity. Lastly, arbitrators must be independent and impartial.

20 Can non-nationals act as arbitrators where the seat is in your jurisdiction or hearings are held there? Is this subject to any immigration or other requirements?

Non-nationals can act as arbitrators in arbitral proceedings seated in Portugal and there are no special requirements that need to be complied with.

21 How are arbitrators appointed where no nomination is made by a party or parties or the selection mechanism fails for any reason? Do the courts have any role to play?

State courts intervene in the appointment of arbitrators whenever: (i) the arbitral tribunal shall consist of one single arbitrator and the parties do not agree on such appointment; (ii) a party shall appoint an arbitrator and fails to do so within 30 days of receipt of the other party's request to make said appointment; (iii) the arbitrators designated by the parties fail to appoint the chairperson within 30 days of the appointment of the last arbitrator; and (iv) the parties have assigned the appointment of all or some of arbitrators to a third party and the latter fails to do so within 30 days of said assignment.

State courts should take into account the qualifications required by the agreement of the parties and all other elements deemed as relevant to ensure the appointment of an independent and impartial arbitrator.

22 Are arbitrators afforded immunity from suit under the law of your jurisdiction and, if so, in what terms?

Arbitrators and state judges are subject to the same liability regime and are not liable for the damages arising from their decisions, except in cases of fraudulent conduct or gross fault. Arbitrators may be liable before the parties for unjustifiable delay in rendering a decision or by renouncing from their role as arbitrator without a cause.

23 Can arbitrators secure payment of their fees in your jurisdiction? Are there fundholding services provided by relevant institutions?

Arbitrators may ask for deposits for the purposes of securing payment of their fees and expenses. Should the parties fail to pay said advance deposits, the tribunal may order the stay of the proceedings until payment, or even terminate the proceedings. Nonetheless, the tribunal shall give the non-defaulting party the opportunity to pay the outstanding amounts.

Portuguese arbitral institutions handle the settlement of the arbitrators' remuneration and act as trustees of the funds paid by the parties.

Challenges to arbitrators

24 On what grounds may a party challenge an arbitrator? How are challenges dealt with in the courts or (as applicable) the main arbitration institutions in your jurisdiction? Will the IBA Guidelines on Conflicts of Interest in International Arbitration generally be taken into account?

In general, an arbitrator may only be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence, or if the arbitrator does not possess the qualifications agreed to by the parties. A party may only challenge an arbitrator appointed by it, or in whose appointment it has participated, for reasons of which it becomes aware after said appointment.

In assessing whether there is a breach of the duties of impartiality and independence, state courts and arbitral institutions frequently take into account the IBA Guidelines on Conflicts of Interest in International Arbitration and the Arbitrator's Code of Ethics of the Portuguese Arbitration Association.

Interim relief

25 What main types of interim relief are available in respect of international arbitration and from whom (the tribunal or the courts)? Are anti-suit injunctions available where proceedings are brought elsewhere in breach of an arbitration agreement?

Under Portuguese law, arbitral tribunals may award interim measures whenever the same are deemed necessary in relation to the subject matter of the dispute, unless otherwise agreed between the parties.

An interim measure is a temporary measure by which, at any time prior to the rendering of the award by which the dispute is finally decided, the tribunal orders a party to:

- maintain or restore the status quo pending determination of the dispute;
- take action that would prevent, or refrain from taking action that is likely to cause, harm or prejudice to the arbitral process itself;
- provide a means of preserving assets out of which a subsequent award may be satisfied; and
- preserve evidence that may be relevant and material to the resolution of the dispute.

In addition, a party may, without notice to any other party, make a request for an interim measure together with an application for a preliminary order directing a party not to frustrate the purpose of the interim measure requested. Preliminary orders may be granted ex parte, but are not enforceable in state courts.

State courts are also entitled to award interim reliefs during arbitration proceedings, irrespectively of the place in which these occur.

Portuguese law does not provide for anti-suit injuctions.

26 Does the law of your jurisdiction allow a court or tribunal to order a party to provide security for costs?

There are no general provisions governing the issue of security for costs. However, with regards to interim measures, tribunals may request the party requesting the interim relief to provide an adequate security.

Procedure

27 Are there any mandatory rules in your jurisdiction that govern the conduct of the arbitration (eg, general duties of the tribunal and/or the parties)?

The VAL sets forth specific rules regarding the conduct of arbitration aimed at ensuring the compliance with certain fundamental (and mandatory) principles: (i) the defendant shall be summoned to present its defence; (ii) the parties shall be treated equally and given a reasonable opportunity to assert their rights, both in writing and orally, before the issuance of a final award; (iii) the adversarial principle shall be complied with at all stages of the proceedings, except where otherwise provided by the law.

Before the acceptance of the first arbitrator, the parties may agree on the conduct and procedure to be adopted by the arbitral tribunal during the arbitration, provided the fundamental principles set out above are dully complied with.

28 What is the applicable law (and prevailing practice) where a respondent fails to participate in an arbitration?

If a respondent fails to file its statement of defence or to participate in the final hearing, that does not prevent the arbitral proceedings from continuing.

Nonetheless, the failure by the respondent to file the statement of defence does not, on its own, entail the acceptance of the facts alleged by the claimant, unless otherwise provided by the parties.

29 What types of evidence are usually admitted, and how is evidence usually taken? Will the IBA Rules on the Taking of Evidence in International Arbitration generally be taken into account?

The VAL does not provide an exhaustive list of admissible means of evidence in arbitral proceedings. In fact, the powers conferred upon the arbitral tribunal include the determination of the admissibility, relevance and weight of any evidence presented or to be presented.

In what concerns documentary evidence, the parties may submit with their written statements all documents they consider to be relevant and may add a reference therein to the documents or other means of evidence they will submit.

Unless otherwise agreed between the parties, the tribunal shall decide whether to hold hearings for the presentation of evidence, or whether the proceedings shall be conducted merely on the basis of documents and other means of proof.

Portuguese courts and arbitral tribunals acknowledge the importance of the IBA Rules on the Taking of Evidence in International Arbitration, particularly in the context of international arbitral proceedings seated in Portugal (as opposed to the Prague Rules, which have not yet gained widespread acceptance within the Portuguese arbitral community).

30 Will the courts in your jurisdiction play any role in the obtaining of evidence?

When the taking of evidence depends on the will of one of the parties or of third parties that refuses to cooperate, a party may, with the approval of the arbitral tribunal, request from the competent state court that the evidence be produced before the court, the results thereof being forwarded to the arbitral tribunal.

The same applies to the requests to take evidence addressed to a Portuguese state court, in case of arbitrations seated abroad.

31 What is the relevant law and prevailing practice relating to document production in international arbitration in your jurisdiction?

With regard to international arbitration, the IBA Rules on the Taking of Evidence – and the procedures comprised therein – are almost universally used as reference for document production (eg, request to produce, objection to produce, request from third parties, etc).

32 Is it mandatory to have a final hearing on the merits?

A final hearing on the merits is not always mandatory. The tribunal shall decide whether to hold hearings for the presentation of evidence, or whether the proceedings shall be conducted merely on the basis of documents and other means of proof.

Nonetheless, the arbitral tribunal shall hold one or more hearings for the presentation of evidence whenever so requested by a party, unless the parties have previously agreed that no hearings shall be held.

33 If your jurisdiction is selected as the seat of arbitration, may hearings and procedural meetings be conducted elsewhere?

Provided that the parties do not agree otherwise, hearings and procedural meetings can be conducted at any place the arbitral tribunal considers appropriate for said purpose.

Award

34 Can the tribunal decide by majority?

In arbitrations with more than one arbitrator, the award issued by the arbitral tribunal is taken by majority.

However, if a decision by majority is not attained, the award is rendered by the president of the arbitral tribunal.

35 Are there any particular types of remedies or relief that an arbitral tribunal may not grant?

The VAL does not directly provide any limits concerning the types of remedies that are available in arbitration.

In what concerns the available types of relief, it is commonly understood that arbitral tribunals cannot grant reliefs that entail the exercise of public authority and enforcement powers (eg, provisory seizure of one of the parties' assets) and are in conflict with the principles of international public policy of the Portuguese state.

36 Are dissenting opinions permitted under the law of your jurisdiction? If so, are they common in practice?

Dissenting opinions are permitted under Portuguese law and they are common in practice.

37 What, if any, are the legal and formal requirements for a valid and enforceable award?

The award shall be delivered in writing and signed by the arbitrator(s). In arbitrations with more than one arbitrator, the signatures of the majority or just the signature of the president suffice, the latter in case the award has to be issued by him or her and provided that the award specifies the reason for the omission of the remaining signatures.

Furthermore, the award shall contain the reasons based on which it was rendered, the date of issuance, the seat of the arbitration and, except if otherwise provided by the parties, the distribution among them of the costs directly arising from the arbitration.

38 What time limits, if any, should parties be aware of in respect of an award? In particular, do any time limits govern the interpretation and correction of an award?

Unless the parties have agreed differently, the arbitral tribunal shall issue and notify the final award to the parties within 12 months of the date of acceptance of the last arbitrator. This time limit may be extended by agreement of the parties or, alternatively, by decision of the arbitral tribunal.

As regards the interpretation and correction of an award, the VAL provides that within 30 days of receipt of the notification of the award – unless another period of time has been agreed upon by the parties – any party may request the tribunal to clarify any obscurity or ambiguity of the award or of the reasons on which it is based, or to correct in the award any errors in computation, any clerical or typographical error, or any other error of an identical nature.

In cases where the request made by any of the parties is deemed justifiable, the tribunal rectifies it or provides the clarification within 30 days. The tribunal may also, at its own initiative, within 30 days of the notification of the award, rectify any errors in computation, any clerical or typographical error or any error of an identical nature comprised therein.

Costs and interest

39 Are parties able to recover fees paid and costs incurred? Does the "loser pays" rule generally apply in your jurisdiction?

Unless otherwise agreed by the parties, the award shall determine the proportions in which they shall bear the costs directly resulting from the arbitration. The tribunal may also decide, if it so deems fair and appropriate, that one or some of the parties shall compensate the other(s) for the whole or part of the reasonable costs and expenses that they can prove to have borne due to their participation in the arbitration.

40 Can interest be included on the principal claim and costs? Is there any mandatory or customary rate?

Provided that the parties do not expressly agree on this issue, the same should be assessed in light of the law applicable to the substance of the case.

Challenging awards

41 Are there any grounds on which an award may be appealed before the courts of your jurisdiction?

Except if otherwise agreed, the VAL provides that the parties are not entitled to appeal on the merits of an arbitral award. In international arbitrations seated in Portugal, an appeal is only possible to another arbitral tribunal and if the parties regulate the terms of said appeal.

42 Are there any other bases on which an award may be challenged, and if so what?

In general, an award may only be challenged before a state court through an application for setting aside.

An arbitral award may be set aside by the competent state court only if:

(i) the party making the application provides proof that:

- 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 VAL;
- there has been a violation within the proceedings of some of the fundamental principles of due process with a decisive influence on the outcome of the dispute;
- the award dealt with a dispute not contemplated by the arbitration agreement, or contains decisions beyond the scope of the latter;
- if 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 the VAL from which the parties cannot derogate, or, failing such agreement, was not in accordance with the VAL, and, in any case, this inconformity had a decisive influence on the decision of the dispute;
- 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;
- the award was made in violation of certain formal requirements set out in the VAL; or
- the award was notified to the parties after the maximum applicable time limit had lapsed; or

(ii) The state court finds that:

- the subject-matter of the dispute cannot be decided by arbitration under Portuguese law; or
- the content of the award is in conflict with the principles of international public policy of the Portuguese State.

43 Is it open to the parties to exclude by agreement any right of appeal or other recourse that the law of your jurisdiction may provide?

The parties cannot, a priori (eg, in the arbitration agreement), agree to exclude the possibility of setting aside a future award.

Enforcement in your jurisdiction

44 Will an award that has been set aside by the courts in the seat of arbitration be enforced in your jurisdiction?

Pursuant to the relevant provisions of the New York Convention and of the VAL, the party against whom the award is invoked may request the refusal of its recognition and enforcement in Portugal if it provides to the state court proof that the award has been aside by a competent authority in the seat of arbitration.

45 What trends, if any, are suggested by recent enforcement decisions? What is the prevailing approach of the courts in this regard?

There are no recent clear trends regarding enforcement of decisions, but it can be said that Portuguese courts are generally favourable to the recognition and enforcement of arbitration awards.

46 To what extent might a state or state entity successfully raise a defence of state or sovereign immunity at the enforcement stage?

State courts tend to recognise the general principle of sovereign immunity of foreign states, insofar as the actions carried out by sovereign states are comprised within their sovereign authority (acta iure imperii).

Further considerations

47 To what extent are arbitral proceedings in your jurisdiction confidential?

Pursuant to the VAL, the arbitrators, the parties and the arbitral institutions have to maintain and preserve confidentiality regarding all information obtained and on documents of which they become aware of during the course of the arbitration.

Nonetheless, the law also states that the parties are entitled to make public the procedural acts necessary for the defence of their rights and the duty to communicate or disclose procedural acts to the competent authorities, which may be imposed by law.

48 What is the position relating to evidence produced and pleadings filed in the arbitration? Are these confidential? Is there any way that they might be relied on in other proceedings (whether arbitral or court proceedings)?

In general, the evidence produced, submitted and collected in the context of a specific arbitration proceeding may only be relied upon within the limits of said arbitration. However, the parties are allowed, under certain circumstances, to make public the procedural acts carried out in a specific arbitration proceeding.

49 What ethical codes and other professional standards, if any, apply to counsel and arbitrators conducting proceedings in your jurisdiction?

Arbitrators are bound by duties of independence and impartiality. Although there are no mandatory provisions on ethics, there are relevant sources of soft-law that need to be taken into account, namely the IBA Guidelines on Conflicts of Interest in International Arbitration, the Arbitrator's Code of Ethics of the Portuguese Arbitration Association. Additionally, some arbitration centres also have mandatory codes of ethics and Portuguese counsel must abide by the rules set forth in the Portuguese Bar Association.

50 Are there any particular procedural expectations or assumptions of which counsel or arbitrators participating in an international arbitration with its seat in your jurisdiction should be aware?

No. Portuguese abritrators and other legal professionals are generally well prepared and experienced in matters regarding arbitration.

51 Is third-party funding permitted in your jurisdiction? If so, are there any rules governing its use?

Third-party funding is yet to be regulated in Portugal and, as of the present date, we are not aware of any court decisions concerning its admissibility or inadmissibility. Although third-party funding it is not a widespread practice, it is already a reality.

Miguel de Almada

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Miguel de Almada is the head of the Cuatrecasas litigation and arbitration practice in Portugal.

He has extensive experience in a wide range of dispute-related matters, acting in the field of arbitration both as counsel and arbitrator in numerous ad hoc (including UNCITRAL) and institutional arbitration cases in different jurisdictions and under a variety of substantive and procedural laws and rules. His most relevant areas of expertise include M&A, corporate, projects and construction, concessions, energy, transports, distribution/agency, investment, finance, media and advertising, public–private partnerships, technology and telecommunications.

Miguel is a member of several arbitration associations and bodies, including the board of the arbitration centre Concordia, the ICC Commission on Arbitration and ADR, and the ICC National Committee; he is Vice-President of the Portuguese Chapter of the Spanish Club of Arbitration and member of the board of APA, the Portuguese Arbitration Association. He is a guest lecturer in graduation and postgraduate courses on arbitration, often speaks in seminars and conferences in Portugal and abroad and he is the author of articles in his areas of practice. He has been recognised as Leading Individual by *Who's Who Legal:* Arbitration since 2018. He has also been recognised as "excellent", in arbitration and civil and commercial litigation, by *Leaders League* and is recommended by several directories, including *Chambers Europe* and *Chambers Global*, for his work in dispute resolution and recommended in arbitration and mediation, international arbitration, and litigation by *Best Lawyers.*

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Frederico Bettencourt Ferreira is a partner of Cuatrecasas and part of the litigation and arbitration practice.

He acts as counsel in domestic and international disputes, both in judicial and arbitration proceedings. In 2013-2014 Frederico was a consulting attorney of a US law firm and represented the government of Timor-Leste in multiple disputes with international oil companies.

Frederico holds an LLM in international business law from King's College London and a postgraduate in arbitration from Nova University of Lisbon. He published several articles about national and international arbitration and regularly speaks in arbitration conferences. He was also one of the coordinators of CEA-40, the under-40 group of the Spanish Arbitration Club.

He is recognised as "excellent", in arbitration and civil and commercial litigation, by the *Leaders League* and recommended by several directories, including *Chambers Global* in dispute resolution and *Best Lawyers* in arbitration and mediation, international arbitration and litigation.

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Miguel Pereira da Silva joined Cuatrecasas in 2010 and is a principal associate since 2018. He is part of the litigation and arbitration practice.

He specialises in judicial and extra-judicial conflict resolution and has been involved in civil and commercial litigation (specifically, national and international arbitration and mediation) regarding financial contracts, sale and purchase agreements and agreements for the supply of goods and services, commercial distribution and representation, works and consumer contracts and competition.

In 2016, Miguel worked with the international arbitration team in the Madrid office, where he was involved in international arbitration proceedings relating to investment protection in the renewable energy industry, international contracts and M&A.

He is also part of the Cuatrecasas team that, together with RBB Economics, prepared a report for the European Commission on national court guidelines to assess pass-on (under the EU Damages Directive, Directive 2014/104/EU).

He holds a law degree from Universidade Católica Portuguesa of Porto and a postgraduate diploma in arbitration from Universidade Nova de Lisboa. He is a member of the Portuguese Arbitration Association and, as of 2020, co-chair of the Under40 committee of that same association. He is also a member of the Spanish Arbitration Club.

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Afonso Moucho Diogo has been an associate at Cuatrecasas since 2017 and is part of the litigation and arbitration team in Lisbon.

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Cuatrecasas is a leading law firm on the Iberian Peninsula, with head offices in Portugal and Spain and an international presence in over 10 countries. With a multidisciplinary and diverse team of over 1,000 lawyers and 24 nationalities, it advises on all areas of business law, applying a sectoral approach. Sixteen offices on the Iberian Peninsula coordinate with the firm's teams in Beijing, Bogotá, Brussels, Casablanca, London, Luanda, Maputo, Mexico City, New York, São Paulo and Shanghai, thus optimising efficiency of resources and client proximity, and benefitting from the different time zones. The international desks (Africa, Latin America, China, France, Germanic countries and the Middle East) and over 20 country-specific groups guarantee the comprehensive approach of the legal advice from Portugal and Spain. In continental Europe, Cuatrecasas has developed a non-exclusive network with three other leading law firms – Chiomenti in Italy, Gide in France and Gleiss Lutz in Germany. The firm's litigation practice has over 200 highly qualified lawyers organised by both legal specialty and market knowledge. The experience and knowledge of local courts ensure the most efficient and successful approach to each case. They carry out intense counseling with a view to avoiding court proceedings and, if the case does go to trial, to guaranteeing the client a strong procedural position. They use alternative dispute resolution methods. The arbitration group consists of over 30 lawyers who can work in different languages and legal systems, and can act as counsels and arbitrators. They specialise in international, domestic and investment arbitration.

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