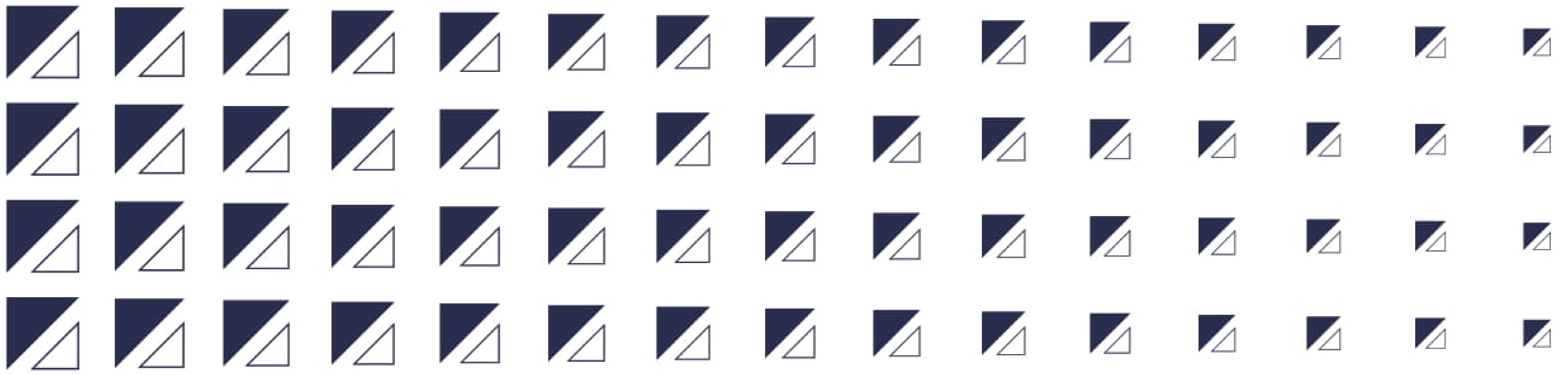

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FORUM

Maritime Arbitration and an Overview on the Brazilian legal framework related to alternative dispute resolution methods

Camila Mendes Vianna Cardoso
Partner at Kincaid Mendes Vianna Advogados Associados.

Frederico Mendes Vianna Fragelli Cardoso
Associate at Kincaid Mendes Vianna Advogados Associados.

Summary: Introduction – **1** Arbitration in Brazil – **2** Maritime Arbitration in Brazil – **3** ICMA XXI, Rio 2020 – References

Introduction

Brazil is the largest economy in Latin America, with a population of more than 209.300.000 people and a territory of 8.515.767,049 km^2, which makes the country an important player in the international trade scenario.

Being Brazil a major exporter of commodities, a strong importer of goods and with a vast coastline of 8,500 km of navigable waters, the Brazilian shipping industry plays an important role in the country's developing economy. In fact, the ports are the country's main gate, through which approximately 95% of the foreign trade is made.

In the past decades, the offshore sector of Brazil's maritime industry played an important role considering the discoveries of oil and gas in the pre-salt layer, contributing to a significant development on the country's shipping industry. Following that, an economic crisis hit the oil sector, with impacts worldwide.

In view of the above, the arising disputes involving maritime matters have increased, and the demand for experts in this field is growing in Brazil's current scenario.

However, if in one hand Brazil faces an increase of disputes involving maritime law, on the other hand the Brazilian judicial system remains extremely bureaucratic and time-consuming, as well as, in some occasions, not properly prepared to deal

with the complex maritime matters under discussion. In addition, judicial disputes in Brazil are subject to high interest and indexation rates, which can add up to 18% per year on top of the amount under dispute, plus lawyer's fees and eventual loss of suit expenses, which can reach 20% of the condemnation amount.

In this scenario, alternative dispute resolution methods arise as an important alternative to encompass these demands, offering an efficient solution, rendered in a proper time, by experts and specialists of the maritime field.

1 Arbitration in Brazil

1.1 Brazilian Arbitration Act and the grow of Arbitration in Brazil

Despite the Arbitration Act – Law 9.307/96 – being enacted in 1996, it was only on December 2001 that such law gained real strength. After its enactment, the Arbitration Act was subject to a judicial dispute concerning whether it was contrary to the Constitutional Provisions. The main line of dispute was whether the Arbitration Act could establish that the existence of an arbitration agreement between the parties would be a cause for the dismissal of a judicial claim related to the same dispute when the Brazilian Federal Constitution of 1988 provides for the right of any person to resort to the judicial system for the protection of their legal rights.

On December 2001, the Federal Supreme Court rendered a decision recognizing that the Arbitration Act did not violate the Federal Constitution and this decision was an important landmark for the development of the institute of arbitration in Brazil. Currently, an arbitration awards in Brazil have the same legal strength as a court decision, being recognized as a judicial title in the Civil Procedural Code.

The year of 2015 was very important for the growth of alternative resolution methods (ADRs) in Brazil. In the first semester, the Brazilian Congress enacted not only a mediation law (Law 13,140/2015), but also a new law (Law 13,129/2015) providing important reforms and developments to the arbitration law, as well as a new Civil Procedural Code (Law 13,105/2015), which stimulated the use of mediation as a preliminary step for all court cases. In fact, article 334 of the Civil Procedural Code provides that the first act of the judge in a lawsuit is to schedule a mediation or conciliation hearing, which the parties must attend.

Note that the Civil Procedure Code in the article 3, had referred to the allowance of the arbitration procedure, including in its paragraph 1: "Arbitration is allowed, according to the law". Besides, in many other opportunities the Civil Procedure Code included references to arbitration, strengthening the incorporation of such alternative resolution method.

In addition, it was also enacted the Federal Decree 8,465/2015, regulating the use of arbitration for the resolution of disputes specifically in the Port sector, for disputes involving public administration and private entities, complementing the provisions already established by the Brazilian Port Law (Law 12,815/2013).

This is part of a solid movement ongoing in Brazil that aims to strengthen the use of domestic arbitration in the maritime and port sectors. Traditionally, most disputes are, without distinction, submitted to arbitration in venues that are already leading exponents in arbitration oriented to the shipping industry, such as London, New York and Singapore.

Although these jurisdictions have extraordinary structures and competent professionals highly specialized in this type of dispute, the high costs and the location of these venues weight, especially to disputes of smaller sizes.

However, with the advent of Decree 8,465/2015, this scenario is gradually changing. And such Decree was the legal basis for a complex and important arbitration proceeding filed by Companhia Docas do Estado de São Paulo (Codesp), the state agency that administrates the Port of Santos, in the State of São Paulo, Brazil – the biggest port in Latin America –, against the group Libra Terminais, specialized in port logistics and terminals.

In such proceeding, Codesp charged an alleged debt due to the exploitation of a terminal in the port of Santos while Libra Terminais claimed that Codesp did not observe provisions of the bidding terms.

An award was rendered on January 7, 2019, sentencing the port operator to pay a large sum of approximately BRL 2,7 Billions[1] (approx. USD750 Millions), representing the largest sum in Brazilian arbitrations so far.

Also, such case not only involved relevant political implications, but the use of arbitration by public administration and state owned enterprises, what demonstrates how Brazil can be considered an arbitration friendly country.

In accordance with the statistics of cases handled by the International Chamber of Commerce – ICC, dated 2017, Brazil ranks fourth in the world in number of parties submitted to arbitrations and seventh overall in number of new cases filed during such period. In addition, CESA (Center of Studies of Lawyers Society) informed that there has been an increase of approximately 70% in the number of arbitrations filed on 2017 considering the year before. Those numbers demonstrate the inclusion of Brazil as an ever-growing commercial player in the international arbitration field.

[1] ROVER, Tadeu. Codesp vence disputa bilionária em arbitragem contra o grupo Libra. *Conjur*, 8 Jan. 2019. Available at: https://www.conjur.com.br/2019-jan-08/codesp-vence-disputa-bilionaria-arbitragem-grupo-libra.

1.2 Basic aspects of the Arbitration Proceedings in Brazil

As exposed, Brazilian Arbitration Act set the principles and the main rules for an arbitration to be seated in Brazil, either domestic or international. Nonetheless, it is also important to notice that most arbitration proceedings in Brazil are conducted under the rules of an arbitral institution. Below it will be analyzed some relevant provisions of the Brazilian Arbitration Act currently in force.

In order to provide for arbitration to govern the relation between the parties, it is required that the parties establish a writing arbitration agreement referring to the contract between the parties. It is strongly advised that the arbitration clause contain basic information regarding the arbitral proceedings, *i.e.* the number of arbitrators, the seat of arbitration, the applicable law and the rules of the institution (in case of institutional arbitration), place where the award shall be rendered.

The Brazilian Arbitration Act in its section 1 provides that only disputes regarding negotiable rights of a pecuniary nature can be subject to arbitration. That is one of the main reasons that justify the possibility of the public administration to take part in an arbitration proceeding, when the object of the dispute is an economic disposable right, in order words, when the public entity is acting as a private party. Typically, the most arbitrated disputes in Brazil involves construction contracts, mergers and acquisition, corporate matters and state contracts.

By the wording of the Brazilian Law, the parties are free to nominate any capable person of their trust to act as an arbitrator. There is no distinction between a national and a foreigner to act as arbitrator. What can be perceived from the practice is that most of the selected arbitrators are renowned attorneys, law professors or retired judges, that might keep independence and impartiality during the entire arbitration proceeding. As per Brazilian Law, national courts will just interfere on the choice of arbitrators if the parties cannot reach an agreement and the arbitration clause does not provide for an arbitral institution nor the method of nomination of arbitrators.

Likewise, arbitrations conducted in Brazil also count on hearings, taking of evidence, witness statements and expert examination. According to section 23 of the Brazilian Arbitration Act the parties are free to agree on the deadline for the arbitral tribunal to render a decision. However, if the parties are silent, the award should be rendered within six months from the acceptance of the last arbitrator – moment when the arbitration is instituted according to the Brazilian law. In practice, the actual duration of an arbitral proceeding seated in Brazil varies according to the matter of the dispute and the complexity involved, from 10 months in a simple procedure to even 24 months in a complex arbitration proceeding.

In order for the arbitration award to be considered valid under the Brazilian Arbitration Act, some requirements must be fulfilled. In this regard, the award shall

contain the name of the parties, a brief summary of the case, the grounds for the decision, the abstract of the decision, the date and place of the award and the signature of the arbitrators. The law also allow an arbitrator to issue a dissenting opinion or vote separately.

In a 5 days deadline after the knowledge of the awards' content, a party can request to the arbitral tribunal to correct any material error, obscurity, contradiction or omission of the rendered award. This request should also be communicated to the other party, according to section 30 of the Brazilian Arbitration Act.

Typically, the award rendered by the arbitrators will consider the expenses such as administrative fees, arbitrators fees and expenses, attorney fees, expenses for production of evidence, among others to calculate the final costs. Additionally, it is important to observe that parties are free to determine the rules about the liability for the costs of the arbitration, also taking into consideration the rules on the institution in a case of institutional arbitrations.

Additionally, a party may challenge the arbitral award if: the arbitration agreement is null; the award was rendered by a person who could not act as an arbitrator; the award does not fulfill the legal requirements to be considered valid; the awards exceeds the scope of the arbitration agreement; the award does not decide the entire matter under dispute; the award was rendered under corruption; the time limits to render the award were not respected; due process was not observed. According to section 23 of the Brazilian Arbitration Act, the party who wants to challenge the award has a 90 days period to file a motion to set aside the arbitral award.

1.3 Interim Measures for the Arbitration Proceedings in Brazil

Under the Brazilian Arbitration Act, interim measures may be granted by arbitrators or judges in specific situations when satisfying determined conditions. Before the constitution of the arbitral tribunal, and if the rules of the arbitration institution in charge of the case do not cover an emergency procedure, a party can seek urgent measures at a judicial court in order to guarantee the useful result of the arbitration. The requesting party must, in such case, demonstrate the two general conditions to support its requirement, *i.e. periculum in mora* and *fumus boni iuris*.

The first requirement – *periculum in mora* – has the intention to show the judge that the order has to be rendered timely, even prior to the constitution of the arbitral tribunal, otherwise the party aggrieved may suffer a irreparable harm if waits for a final decision. Towards the second condition – *fumus boni iuris* – the party needs to demonstrate the existence of a prima facie case, i.e., has to strongly show the likelihood of success on the merits of the case.

After the constitution of the arbitral tribunal, the power of domestic courts terminate and the arbitral tribunal have the jurisdiction to decide about matters involving provisional relief, and even confirm, modify or dismiss provisional reliefs granted by judicial courts. However, even after the constitution of the arbitral tribunal, the arbitrators may request assistance from a domestic court in order to enforce a coercive measure.

It is worth noting the relevance of the provisional remedies in the specific subject of Maritime Law – which will be discussed in depth below – such as the case of the arrest, an always-urgent measure, which seeks in general to avoid the evasion of the only asset of a debtor able to guarantee the future satisfaction of a debt, in addition to being a measure used worldwide for coercive purposes.

1.4 The New York Convention and the recognition of foreign arbitral awards

The 1958 New York Convention was approved by Brazil in 2002, through Decree nº 4.311, setting out and regulating uniform rules for the recognition and enforcement of foreign arbitral awards. Today the Convention has 159 signatory countries and is considered one of the most important international instruments when it comes to arbitration.

The main purpose of the convention is to standardize the procedure for the recognition of foreign arbitral awards, thereby seeking more guarantee and reliability that an arbitral report rendered by a country may be recognized and enforced in another, ascribing legal certainty to the parties and the arbitral procedure as a whole.

In light of the external scenario, Brazil's adhesion to this Convention brought an effect international credibility. Thus, adhesion to such instrument afforded comfort for local negotiators and international capital investors, once there is no longer doubt as to how the Brazilian courts will respond when faced with a foreign arbitral award, making the arbitration practice even more effective and transparent.

In the domestic scenario, a foreign award will only be considered valid and effective for enforcement in Brazil after being ratified by the Superior Court of Justice. The Federal Law 4.657/1942 and the Internal Rules of the Superior Court of Justice, in its sections 216-A to 216-N, and the Code of Civil Procedure of 2015, sections 960 to 965, govern the ratification of foreign judgments in Brazil.

For the enforcement of a foreign award in the country, the creditor will have to file a request for the enforcement and evidence to the court that the decision to be ratified:

a) was rendered and issued by a competent judge;

b) contain elements which prove that the defendant was duly summoned or its default legally ascertained;
c) is final; and
d) is not contrary to Brazilian public policy, national sovereignty or the dignity of the human person.

Although the debtor/defendant will have the opportunity to challenge the request for enforcement, the Superior Court of Justice, when judging the matter, will not review the facts and merits of the foreign award. If all formal requirements are present, the *exequatur* will be granted and the proceedings will be forwarded to the federal court of the state in which the debtor is domiciled, so that it can be enforced against debtor's assets.

1.5 The Vienna Convention on Contracts for the International Sale of Goods and the relationship with international commercial parties

The Vienna Convention on Contracts for the International Sale of Goods, CISG, was approved on April 10, 1980 within the scope of the United Nations Commission on International Trade Law and entered into force on January 1, 1988 for the first eleven signatory countries.

The Convention, whose main purpose is the normative standardization in the international trade of goods, is divided into four parts. First, the Convention deals with its scope of application and general provisions. The second part focuses on the rules for contract formation, followed by the third part that provides for buyers' and sellers' obligations and rights, when it comes to purchase and sale of goods. Finally, the fourth part of the Convention deals with the final provisions, allowing signatory states to make declarations and reservations towards the application of the Convention.

The main advantages of adopting a uniform law for regulating the international trade of goods are the legal certainty in the transactions between countries with different legal systems and the elimination of barriers between different legal frameworks, thereby facilitating and guaranteeing the efficiency of international trade.

For this reason, now the CISG has been broadly chosen by the parties as the applicable law in several arbitration clauses governing contracts for international purchase and sale of goods. Additionally, the application of the Convention already has broad case law precedents derived from State Courts of signatory countries but also from Arbitral Courts, fostering more and more the study of its text.

It is worth to emphasize that, as an essential arbitration principle, the Convention honors the autonomy of the parties, allowing, in its section 6 that the

parties exclude the application of the Convention in their commercial relations. On the other hand, if the parties do not expressly exclude the application of the Convention or do not determine the specific law to be applied in their contractual relationship, stipulating only generically the application of the law of a signatory country, the Convention shall regulate the parties' contractual relation even if not expressly indicated.

Brazil adhered to the Convention only in 2013. The text of the Convention was approved through Legislative Decree 538 of 2012 and later ratified by the deposit of the Letter of Accession in the United Nations, in March 2013. After one year of *vacatio* legis, the United Nations Convention on Contracts for the International Sale and Purchase of Goods (Vienna) entered into force in Brazil on October 17, 2014, through the enactment of Decree No. 8.327.

Finally, it should be noted that in the specific case of Brazil, the adhesion to the Vienna Convention also means an important step in the direction of strengthen the relationship with the main country's commercial partners, since the adoption of common rules reduces the risks and the costs of commercial transactions.

2 Maritime Arbitration in Brazil

2.1 Maritime Law – Specialty of the Matter

Maritime law is a highly specialized field of law. The specialization of the matter may be attributed to, among other things, three main characteristics of this field, *i.e.* the multiplicity of parties participating in legal relationships, the internationality of maritime contracts and the great variety of applicable sources of law.[2]

That is because sea carriage and the consequential transportation contracts involve several agents, from the packing of the goods to their arrival at the port of destination and delivery to the consignee of the cargo. Therefore, there are several contracts governing different obligations, which must be observed cautiously and strictly by a third and neutral person.

Only for the sake of example, a dispute involving contract for the transportation of goods may involve the owner of a ship, who bareboat chartered the vessel to a disponent owner who, in turn entered into a time charter with an international sea carrier. The latter may have been engaged by a *Non Vessel Operator Common Carrier* (NVOCC), who issued several House Bills of Lading to several distinct consignees in different destinations. There is also the possibility of the involvement of cargo

[2] HARTENSTEIN, Olaf; REUSCHLE, Fabian. *Transport* – und Speditionsrecht. Handbuch des Fachanwalts. Köln: Luchterhand, 2009. p. 162.

agents (consolidation and deconsolidation agents), in addition to shippers of goods at the port of origin and also the possibility of a dispute related to contracts for the purchase and sale of goods.

Secondly, attention should be paid to the internationality inherent to great part of maritime contracts. That is, the majority of maritime transportation contracts is entered between parties located in different countries. Transportation by sea is the most frequently used modal in international trade, accounting for, in Brazil, more than 95% of the international transportation. Since this internationality could trigger the problem of conflict of jurisdiction, the best option is the election of a neutral jurisdiction to govern the contract and possible disputes between the parties.

Lastly, noteworthy is the plurality of the applicable rules covering the area of shipping, which have their own specific vocabulary. These rules may be a country's domestic laws, coexisting with international conventions and customs specific to the maritime law market, or for example the use of INCOTERMS.[3]

In addition to the above, it is valid to mention the increasing relevance of maritime law in Brazil and the potential for the offshore industry regarding the pre-salt discoveries and the oil and gas reserves.

By virtue of these factors, maritime disputes require deep knowledge of the matter by those who will decide such disputes, so that the arbitrator is prepared to face difficulties of both technical and legal nature, thereby justifying the development of several arbitration institutions exclusively dedicated to maritime law in the world.

Speaking of expertise, despite of the existence of an Admiralty Court in Brazil, it is not within the competence of such Tribunal to solve disputes between private parties involving maritime matters. The Admiralty Court consists of an administrative entity, linked to the Ministry of Defense, responsible for, among other duties, judging the accidents and facts of navigation in the entire Brazilian territory (regardless of the nationality of the vessel involved), applying penalties to the parties responsible for navigational incidents in a way to prevent future accidents.

Hence, maritime disputes between private parties are either solved through arbitration or, as still mostly common nowadays in Brazil, through the judiciary system. Unfortunately, as previously mentioned, the Brazilian Court System is overloaded, which results in a bureaucratic and time-consuming procedure, taking from 5 to 8 years in average and involving a great number of appeals until a final

[3] INCOTERMS (International Commercial Terms) are terms created by the CCI to define, within the structure of a purchase and sale international contract, the mutual rights and obligations of the exporter and the importer, providing for a standard set of definitions.

decision is reached. During such period, high interests and indexation rates will add to the amount under dispute, considerably elevating it.

Concerning the specialization issue, as a general rule, maritime matters in Brazil are subject to the jurisdiction of the general civil judges at the respective State Courts. One exception are the Courts of Rio de Janeiro, where since 2001 maritime cases have been handled by specialized Corporate Courts, experience that has demonstrate to be very positive for obtaining faster and more qualified decisions.

2.2 Maritime Arbitrations in Brazil

As it is widely known, thought the history Europe was the center of the maritime commercial transactions, a scenario that have been changing especially in the latest century in which important countries from different continents have been gaining strength in a post globalize world.

In that sense, the tradition regarding maritime commercial transactions of England have established the country as reference of the maritime law and, consequently, the center for the solution of maritime arbitral disputes, being London the most referred center for maritime arbitration.

However, considering the significant increase of maritime commercial transactions, thereupon, the claims in that matter, and the institute of arbitration as an alternative dispute resolution method, other players also emerged in the international scenario to handle claims regarding maritime law, that is the case of New York and, more recently, Singapore.

Even though the South America has an important role in international commercial transitions, its litigation culture, in respect to maritime law, still relies a lot on the judicial system of each country.

In that sense, it is clear, as per the ascent of the institute of arbitration, and its suitable to the maritime sector, the opportunity for Brazil to position itself as a good and secure place to handle arbitrations regarding maritime law, especially due to its important play in the international market as relates its geographic position and vast coast line.

One of the basic aspects for such preparation is that Brazil needs to count on reliable arbitration institutions, which are able to administrate the proceedings in a confidential and efficient manner, providing, in the end, a trustable and enforceable arbitral award.

In the current Brazilian scenario, notwithstanding great changes already occurred since the declaration of constitutionality of the Brazilian Arbitration Act, there are some obstacles yet to be overcome, especially when it comes to maritime arbitration.

First of all, the issue of the difficulty to form a list of arbitrators able to decide on this type of controversies is an important topic. The shortage of specialized arbitrators knowledgeable in the peculiarities of maritime law, capable of knowing different types of maritime contracts, their several obligations and the plurality of agents involved. For the high level of specialization required, it ends up being a very restricted market, where large part of the potential arbitrators will often be in conflict, prevented from being a part of the Arbitral Court and with less and less professionals eligible to be appointed.

Secondly, Brazil still needs to enjoy more credibility with international maritime scenario. This problem stems not only from a secular maritime tradition of European countries, but also from the uncertainty that permeates foreign companies and investors upon electing a Brazilian chamber for the resolution of their controversies. Currently with the creation of a specialized commission for maritime and port law in a traditional and well-knowing arbitration center in Brazil (CBMA – Brazilian Center of Mediation and Arbitration) can be a viable solution to attract international disputes in the field.

An important measure to disseminate the maritime arbitration in Brazil would be to expand the study of maritime law, including international conventions and aiming the legal certainty, guaranteeing the international market's trust and Brazil's reputation as a country that complies with international norms and understandings of maritime law.

Another alternative for propagating Brazil as a good option for an international arbitration venue would be the action of Brazilian multinational companies, by providing more often in their standard contracts for Brazilian arbitration institutions instead of international ones.

As presented in this article, Brazil has many factors that demonstrate the country's opportunity to become an important figure in international Maritime Arbitration, with room for developing and improving the study of maritime law.

In addition, as will be shown below, the current economic scenario of Brazil demonstrates a return on the growth of the maritime and port industry, and, as a result, possible disputes may arise from these commercial relations.

2.3 Potential Arbitration cases in the maritime sector

In relation the Offshore Industry, in spite of the estimated return on growth for the sector, it is verified that crisis situations, such as occurred in the years 2015 and 2016, generates contractual issues that often lead to disputes between the parties.

Much of these claims involves significant amounts and takes a long time to be solved in Brazil's judiciary system. During such time, the increase of the said

amounts is relevant as per high interest rates, and an alternative method, such as the Arbitration, could be a good alternative for disputes involving big values.

The Brazilian Association of Maritime Support ("Abeam") held a study[4] that indicates that since 2015 at least 137 of the foreign vessels had their contract terminated. As can imagine, most of the said contracts were of expressive values and involved complex interpretation.

Despite the diverse claims that raised from the latest crisis, the sector is facing an optimism moment, especially in respect to the support of the oil and gas industry. The new auction of areas of the pre-salt of 06/07/2018 raised approx. 3.15 billion reais to the federal government. The dispute was marked by supply of up to 75% of production for the Union and by the defeat of Petrobras, which was surpassed by foreign oil companies in two areas. The state company, however, exercised the preemptive right guaranteed by law and decided to enter the winning consortiums with a 30% stake.[5]

In addition to Petrobras, it was possible to view new players in the market of the oil and gas industry such as Equinor (Norway), ExxonMobil (USA), Petrogal (Portugal), BP Energy (UK), Shell (UK) and Chevron (USA). This represents a new moment of the sector, in which foreign players will act more significantly, and given the complexities of Brazil and international insecurity, in addition to the high costs, regarding the Brazilian judicial system, it can be a good opportunity to include the arbitration clause in some of the contracts.

Besides to these new players, it appears that after four years of losses Petrobras seems to have really left the crisis in 2018. In its first positive result since 2013, Petrobras earned

25.8 billion reais in 2018, a much better result compared to the 446 million reais of losses in 2017.[6] The return of positive results indicates the return of grow of the market and, therefore, the probable increase of claims related to the matter of maritime law.

In addition, another sector that the new government have been paying attention is the Port Sector, the recently elected president Jair Bolsonaro has already indicated that will carry out the lease of ten port areas only in the first half

[4] THE BRAZILIAN ASSOCIATION OF MARITIME SUPPORT. Available at: http://www.abeam.org.br/arquivos/1548333233.pdf.

[5] SILVEIRA, Daniel; MENDONÇA, Alba Valéria; ALVARENGA, Darlan. Governo leiloa 3 dos 4 blocos do pré-sal e arrecada R$3,15 bilhões. *Globo.com*, 7 Jun. 2018. Available at: https://g1.globo.com/economia/noticia/governo-arrecada-r-315-bilhoes-com-novo-leilao-do-pre-sal.ghtml.

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of 2019, including three terminals in the Port of Cabedelo, Paraíba. The auctions of four of these areas take place on March 22 and the projects, in which investments of R $ 199 million are foreseen, are part of the Investment Partnerships Program (PPI).[7]

As previously mentioned, recently the Brazilian legislature dealt with the matter of the possibility for the Public Administration to be involved in an Arbitration Proceeding, and there was also a relevant arbitration precedent involving the port sector. Once already familiar with the proceeding, in which the Public Administration came out successful, it is possible that such measure of dispute resolution be more adopted in cases related to the port sector.

As demonstrated throughout this article, Brazil has every possibility to incorporate maritime arbitration as an effective form of conflict resolution, both in the face of growing domestic demand and its significant role in the international maritime market. However, there are still important aspects to be developed, such as the dissemination of the study of the maritime law, as well as the development of credibility within the international maritime arbitration community.

3 ICMA XXI, Rio 2020

While maritime arbitration is still maturing in the domestic sector, Brazil is also attracting attention of the international market, having the city of Rio de Janeiro been elected to host the next International Congress of Maritime Arbitrators on 2020 (ICMA XXI) and having the CBMA been listed as one of ICMA's "Maritime Arbitration Associations".[8]

An event of such importance and magnitude has all the necessary elements to consolidate the country and its arbitration institutions as a renowned center for hosting maritime and port arbitrations, being unquestionable Brazil's position as an arbitration friendly country.

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