



CENTRO DE INTEGRIDADE PÚBLICA
Anticorrupção - Transparência - Integridade

Privinvest processa Estado moçambicano e exige milhões de indemnização

- CIP exige explicação pública do Governo

Nota de Imprensa

A Privinvest iniciou processo arbitral na Suíça contra o Estado moçambicano e as empresas ProIndicus, EMATUM e Mozambique Assets Management (todas detidas 100% pelo Estado). No caso do processo contra a MAM, a que o CIP teve acesso, a Privinvest alega prejuízo quantificado em 200 milhões de dólares, referente ao incumprimento do contrato assinado com a MAM para fornecimento de equipamentos navais.

O CIP confirmou com fontes credíveis a existência do processo da Privinvest contra o Estado e a MAM, datado de 14 de Março de 2019 e que corre seus trâmites na Swiss Chamber's Arbitration Institution (equivalente a tribunal arbitral da Suíça). Para o Estado Moçambicano, a Privinvest colocou presidente Filipe Jacinto Nyusi como a pessoa a notificar.

A Privinvest alega que Moçambique não pagou por mercadorias adquiridas na Privinvest e isso afectou a viabilidade da empresa libanesa e acusa ainda o Estado moçambicano de ter quebrado cláusulas de confidencialidade do acordo de fornecimento de equipamentos. Com tudo isso, a Privinvest reclama prejuízos calculados em 200 milhões de dólares mas que podem aumentar.

O CIP sabe ainda que a Privinvest processou para além da MAM, as outras duas empresas que em conjunto contraíram dívida no valor de UDS 2,7 mil milhões de dólares.

O CIP exige do Governo explicação pública e urgente deste caso, associado às dívidas ocultas e odiosas.

O CIP defende que Moçambique não deve pagar pelas dívidas ocultas nem pelos processos judiciais a elas associados. Pelas dívidas bem como pelos processos conexos devem responder os que contrataram as dívidas e não os moçambicanos.

Para mais informação ou entrevistas,

Contar a assistente de comunicação do CIP pelos contacto: cip@cipmoz.org

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Swiss Chambers' Arbitration Institution (SCAI)
Arbitration Court

Prinvest Shipbuilding Investments LLC
Claimant

v.

The Republic of Mozambique

and

MAM – Mozambique Asset Management SA
Respondents

NOTICE OF ARBITRATION

14 March 2019

Email

Mr. Philippe Pinsolle
Mr. Thomas Voisin
Mr. Marc Reifsnyder de Chassey
Mr. Malcolm Robach

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**MAM – Mozambique Asset
Management SA**

Av. da Marginal No. 4159
Maputo
Republic of Mozambique

Zurich, 29 March 2019

Case no 600552-2019

Re: **Prinvest Shipbuilding Investments LLC (Claimant) vs 1. The
Republic of Mozambique (Respondent 1) 2. MAM – Mozambique
Asset Management SA (Respondent 2)**

Dear Madam/Sir

We acknowledge receipt with thanks of the Notice of Arbitration and Exhibits filed in 6 original copies on 14 March 2019 by Prinvest Shipbuilding Investments LLC against the Republic of Mozambique and MAM – Mozambique Asset Management SA, as well as the payment of the non-refundable Registration Fee in the amount of CHF 8'000, received on 20 March 2019.

The Respondents will find herewith the Notice of Arbitration and Exhibits, in original version.

This matter has been filed under reference **case number 600552-2019** and we would be grateful if the Parties could state the complete reference in all future correspondence.

The Parties will find enclosed a copy of the Swiss Rules of International Arbitration ("**Swiss Rules**").

- The Respondents failed to pay the customs duties for containers of equipment and spare parts,³⁷
 - The Respondents failed to make sites accessible to PISB's personnel.³⁸
56. The Respondents' breaches have materially affected the Project and its viability. This has unjustly discredited, and continues to discredit, the Claimant and its commercial model.
57. The Respondent's breaches have thus caused the Claimant a grave prejudice. The Claimant has indeed incurred significant costs to alleviate the Respondents' shortcomings and enable the completion of the Contract. The Respondents' breaches of the Contracts – which have notably prompted a negative press coverage implicating the Claimant – have further materially impacted the Claimant's ability to develop its business and secure additional projects.

At this stage, the Claimant quantifies its prejudice to be around USD 200 million. The Claimant reserve its right to amend this quantification. The Claimant respectfully requests the Tribunal to order the Respondents to compensate its loss.

B. The Respondents breached their obligation to keep all matters related to the Project confidential

The Respondents undertook to keep confidential all matters relating to the Project:

Each Party will keep confidential all matters related to this Project and shall not make any disclosure in relation to it. The Customer shall prevent any government employees, spokesman or representatives, or their employees, agents and servants from making any disclosure, to any person of any information, data, documents, secrets, dealings, transactions or affairs of or relating to this project. The Customer is solely responsible for the security and integrity of all Sites and

See for example Letter from PISB to MAM dated 30 January 2017, Annex I, **Exhibit C-15**.

Letter from PISB to MAM dated 17 December 2015, in Letter from PISB to MAM dated 30 January 2017, Annex II, **Exhibit C-15**.



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Parceiros:



Norwegian Embassy