Does your country have a legal definition of force majeure, and if so, what is it?	Does the legal definition include epidemics and/or pandemics?	How is force majeure proven? Do authorities issue official force majeure certificates?	Is the spread of COVID-19 considered force majeure?
Australia *(Submitted by Felicity Saxon, from Corrs Chambers Westgarth)*			
In Australia there is no standard force majeure definition or clause so each contract will turn on its specific drafting.	A typical Australian force majeure clause will relieve a party from any delay or non-performance that is directly caused by unforeseen events outside of that party's control, and it is not uncommon for contracts to identify epidemics or pandemics as examples of a force majeure event.	Relief under such terms is often conditioned on the non-performing party having taken reasonable steps to mitigate or overcome the effects of the force majeure event (for example, by maintaining and implementing a disaster recovery plan).	Whether or not the direct or indirect effects of COVID-19 provide relief to a non-performing party will depend on the wording of the force majeure clause in the contract being considered.
Brazil *(Submitted by Luciana Tornovsky, from DEMAREST)*			
In Brazil, we have a legal definition of force majeure. This is provided by the article 393 of the Brazilian Civil Code, as follows: "Art. 393. The debtor is not liable for damages resulting from unforeseeable circumstances or force majeure, if expressly not responsible for them. Single paragraph. The act of God or force majeure occurs in the necessary fact, the effects of which it was not possible to avoid or prevent."	No, the legal definition of force majeure in Brazil does not expressly include the epidemics and/or pandemics as an act of God or force majeure event. However, these events are usually included as examples of acts of God or force majeure events in contractual force majeure clauses and definitions. This may help in the definition of the boundaries of force majeure clauses and definitions.	In accordance with the Brazilian Laws, all kinds of evidences may be used to prove the occurrence of an act of God or force majeure event. However, in order to enforce a force majeure clause, it is necessary also to observe the conditions contractually imposed. So, if the contract requires a specific evidence to be presented, the party invoking the force majeure clause will be obliged to present such specific evidence.	Such question cannot be answered in general. It must be verified in a case by case basis. It will depend on the wording of the force majeure clause. If the parties have made an express exclusion of such event (or even of epidemics and pandemics generically), it will not be possible to invoke the spread of COVID-19 as a force majeure event. According to the Brazilian law, the force majeure event, at least: i) must be supervenient to the agreement; ii) must have a cause-consequence relation with the damage or non-performance of the agreement or contractual obligation; and iii) the effects of such event could not and cannot be avoided or prevented. In thesis, and considering no exception has been made, it would be possible to consider the spread of COVID-19 as force majeure event, provided that the requisites above mentioned are all fulfilled.

Does your country have a legal definition of force majeure, and if so, what is it?	Does the legal definition include epidemics and/or pandemics?	How is force majeure proven? Do authorities issue official force majeure certificates?	Is the spread of COVID-19 considered force majeure?
China *(Submitted by Audrey Z. Chen, from JUN HE)*			
There is definition under the General Rules of the Civil Law of the People's Republic of China. Force majeure means unforeseeable, unavoidable and unconquerable objective situations. Article 180 No Civil Liability is borne in case of failure to perform civil duties due to force majeure, unless otherwise provided by law.	Epidemics and pandemics can be covered by the definition of force majeure. Whether a specific epidemic or pandemic would be regarded as a force majeure event is a case by case matter, depending on the severity and other key factors.	In China, the China Council for the Promotion of International Trade (CCPIT) is the recognized authority to issue official force majeure certificates.	The COVID-19 has caused serious consequences in China, e.g., lock down of Wuhan and nationwide shutdown. It should be regarded as a force majeure event. We have seen a number of reports saying that CCPIT has issued certificates for many Chinese enterprises proving COVID-19 as a force majeure event in China. As for declaration of official emergency situation, there are views that it is a proof of the severity of the COVID-19 (or other epidemics), but may not be necessary to decide the existence of a force majeure event. Even if COVID-19 has been recognized by a force majeure event in China, it may not necessarily impede the performance of all obligations of every contract in China. E.g., the payment obligation under a contract shall not be impeded by COVID-19. In other words, COVID-19 shall not be a force majeure event for payment obligation under a contract.
Cyprus *(Submitted by Emily Yiolitis, from Harneys)*			
There is no separate definition of force majeure in the Cyprus law. Whether a party can claim FM will depend on the nature and wording of the contract in question.	It will depend on the specific wording of the contract.	The courts will examine the intention of the parties at the time of entering into the contract to prove whether force majeure can be invoked or not. They may also have regard to section 56 of Cyprus contract law Cap 149 which contains the doctrine of "frustration" which applies in cases of a supervening event causing a contract to become impossible to perform. Arguably, COVID, which has both a natural disaster element because of the virus and also a human supervening element such	It is as yet not known whether the spread of COVID 19 will be interpreted as force majeure in general terms but in Cyprus law the determination will be specific to the facts in question and to whether a pandemic can be construed as an included term in the events provided for in a contract.

		as the travel bans or quarantines, may be interpreted as an event to which the doctrine of "frustration" may apply.	
Does your country have a legal definition of force majeure, and if so, what is it?	**Does the legal definition include epidemics and/or pandemics?**	**How is force majeure proven? Do authorities issue official force majeure certificates?**	**Is the spread of COVID-19 considered force majeure?**
Czech ***(Submitted by Glatzová Vladimíra, from Glatzová & Co.)***			
There is no explicit definition of force majeure in Czech law, however, the force majeure is generally interpreted as an extraordinary, unforeseeable and insurmountable accident / obstacle created independently of party's will, which prevents it from fulfilling its contractual duty or exercising its right. The occurrence of force majeure is significant in connection with the regulation of the compensation for damage, as it relieves the affected party from the duty to provide compensation for damage resulting from breach of a contractual duty. However, an obstacle arising from the party's personal circumstances or arising when the party was in default of performing its contractual duty, or an obstacle which the party was contractually required to overcome shall not release it from the duty to provide compensation. Unless otherwise agreed in the contract, i.e. unless the parties agree a force majeure clause for such cases, force majeure does not relieve the affected party of the obligation to perform and does not give the affected party the right to unilaterally terminate the contract.	In Czech law there is no legal definition of force majeure that expressly includes a reference to epidemics or pandemics, however, epidemics and pandemics may fall under the above definition. A contractual definition is usually used in a wording similar to the legal one, together with a nonexclusive list of examples of cases of force majeure being included for the avoidance of doubt. The most common examples include strikes or lockouts of employees, blackouts of electricity or other energies, street riots, rebellions, wars, floods, fires, earthquakes or similar natural or social calamities. It is not usual for epidemics / pandemics to be explicitly mentioned, but it may occur. On the other hand, expressly excluding epidemics / pandemics from a force majeure definition would be highly uncommon.	In the Czech Republic, force majeure certificates are issued by the Czech Chamber of Commerce. In case of dispute between the parties, the affected party can use any other suitable means in order to prove the occurrence of the force majeure event to the other party / court (including available documents from other governmental authorities, such as historical data from the Czech Hydrometeorological Institute etc.). The occurrence of the force majeure could also fall under generally known facts, which do not need to be proved to the court, but it would still be necessary to prove that it formed an obstacle to the fulfilment of the contractual obligation.	Declaration of an official emergency situation is not a necessary condition for the qualification of COVID-19 as a force majeure, as the spread of COVID-19 itself could possibly constitute a separate force majeure event if the above definition is met. A threshold could be considered in determining whether the spread of COVID-19 itself prevented a party from fulfilling its contractual obligation. In such a case, it is conceivable that the affected party could effectively invoke COVID-19 as a force majeure, either as grounds for delay in performance of contractual obligations (if a corresponding force majeure clause was agreed in the contract) or as statutory grounds for liberation from compensation for damage. As for official emergency situation and official crisis measures, the above applies mutatis mutandis, i.e. if it prevented a party from fulfilling its contractual obligation, it should be considered force majeure.
Estonia ***(Submitted by Merlin Salvik, from Hedman)***			
Force majeure are circumstances which are beyond the control of the obligor and which, at the time the contract was entered into or the noncontractual obligation arose, the obligor could not reasonably have been expected to take into account, avoid or overcome the impediment or the	The legal definition does not include epidemics or pandemics and in practice force majeure had been, until now, considered mostly reserved for natural catastrophes. Domestic contracts usually include	Force majeure can be proven by providing evidence of circumstances influencing contract performance – government acts that restrict business operations, such as temporary shut-	The pandemic itself was not considered force majeure before the official emergency situation was declared. However, the emergency situation was declared rather early so if the situation had developed more it is

consequences thereof which the obligor could not reasonably have been expected to overcome.	an open-ended definition of force majeure, similarly to the legal definition. International contracts are more likely to include a definition including epidemics and/or pandemics.	downs of businesses, restrictions on travel and international transit; notices of non-performance from key suppliers or contributors; proof of sick leave given to a large number of employees etc. Government authorities do not issue official force majeure certificates.	possible that it could have become force majeure on its own. The official emergency situation at the moment qualifies as force majeure given a causal link between restrictions and non-performance exists.
Does your country have a legal definition of force majeure, and if so, what is it?	**Does the legal definition include epidemics and/or pandemics?**	**How is force majeure proven? Do authorities issue official force majeure certificates?**	**Is the spread of COVID-19 considered force majeure?**
Finland ***(Submitted by Ami Paanajärvi)***			
Even though force majeure is a term used in Finnish legislation there is no absolute definition for "force majeure" under Finnish law. Generally it means "an event not foreseeable". What constitutes force majeure will be determined by the Courts on a case-by-case basis and will also depend on how the force majeure clause in question is worded (note however that not having a force majeure clause does not necessarily mean inability to plead force majeure).	There is no legal definition.	Force majeure needs to be shown by the party arguing it. Finnish authorities are not in the practice of issuing force majeure certificates or anything similar.	This depends on how the force majure clause is worded (if there is one). The specific contract, its clauses and their interpretation, are key. A force majeure clause may be worded in broad terms, in which case it needs to be assessed whether the COVID-19 pandemic in the particular circumstances can constitute an event that is "not reasonably foreseeable". However, if the force majeure clause is more specific and mentions "epidemic" or "pandemic" as particular examples of force majeure events, it is important to note that it would still need to be established that the underlying cause of the disruption to the relevant performance is in fact the COVID-19 pandemic.
France ***(Submitted by Axelle Toulemonde, from GIDE LOYRETTE NOUEL A.A.R.P.I.)***			
Force Majeure is defined for contractual matters in Article 1218 of the French Civil Code : "In contractual matters, there is force majeure where an event beyond the control of the debtor, which could not reasonably have been foreseen at the time of the conclusion of the contract and whose effects could not be avoided by appropriate measures, prevents performance of his obligation by the debtor. Several conditions must therefore be satisfied:	The definition of force majeure event under the Civil Code is broad and does not specifically relate to epidemics and diseases. However, such events could clearly be qualified as force majeure if the conditions indicated above are met. Definitions of force majeure included in contracts usually did not refer in the past in our experience	The proof of existence of force majeure has to made by the debtor who cannot fulfill its obligations. There is no official force majeure certificate in France but COVID-19 pandemic has been officially acknowledged by France on 29 February 2020, which can help qualify the force majeure (subject always to the other conditions being met).	Force majeure is appreciated by judges on a case by case basis. The spread of COVID-19 can therefore be considered as force majeure if the conditions are met with respect specifically to the debtor and its obligations, at the time of execution of the agreement. There is consequently no specific threshold for a virus nor requirement to refer to an official emergency

the event must be beyond the control of the debtor ; the event could not reasonably have been foreseen at the time of execution of the contract ; the effects of such event could not be avoided by the debtor, i.e. meaning that the debtor is supposed to have used reasonable efforts to limit the effects of the event; such event must prevent performance of the specific obligation of the debtor. It should be noted that the definition of force majeure under the Civil Code does not fall under the public order provisions and may be amended by agreement between the parties. Contracts could therefore include a larger or more restrictive definition of force majeure, include examples (disease, strike), etc.	to epidemics and/or pandemics. We can however anticipate that practice will evolve under the current circumstances and we already see specific requests from clients to address consequences of the current COVID-19 pandemic in the contracts.		situation. The unforeseeable character of the force majeure event can however be questioned if, at the time of execution of the contract, COVID-19 and its consequences were already foreseeable. COVID-19 has been qualified by the World Health Organization on 30 January 2020 as a « Public Health Emergency of International Concern » and the COVID-19 has been officially acknowledged by France on 29 February 2020. For contracts executed before these dates, the pandemia can therefore be considered as force majeure if the other conditions are met. The unforeseeable character could however be questioned for contracts or agreements executed after such official recognition. We also note that the last condition (the event prevents the debtor from performing its obligations) could be difficult to meet or to prove in practice depending on the type of obligations. Case law indeed usually considers that the force majeure event must prevent (objectively and totally) the debtor from performing its obligations. The fact that such event makes performance of the debtor's obligations more difficult or more costly should therefore not enable the debtor to be released from its obligations. Again, on this type of criteria, a case by case analysis needs to be carried out depending on the type of obligations. Payments for instance are not made impossible by the current COVID-19 situation. Same for closing of an M&A transaction, which is more complicated in the current situation but not impossible, although the analysis could evolve in view of stricter containment rules. For other obligations, the containment decided by the French President on 16 March 2020 could render performance of certain obligations impossible.

Does your country have a legal definition of force majeure, and if so, what is it?	Does the legal definition include epidemics and/or pandemics?	How is force majeure proven? Do authorities issue official force majeure certificates?	Is the spread of COVID-19 considered force majeure?
Hungary *(Submitted by Zsófia Füzi, from forgo damjanovic & partners)*			
Hungarian law does not explicitly regulate force majeure situations, its legal framework is mainly determined by judicial practice, according to which, force majeure can be defined as an irresistible force of natural or human origin, that is absolute in nature and that cannot be suppressed by means available to humans.	Epidemics and / or pandemics may be included in the definition of force majeure; however neither the COVID-19 nor the measures taken by the Government to defeat the pandemic in themselves justify the non-fulfilment of a contractual obligation. In order to be exempt from the consequences of breach of contract by revoking force majeure, the party shall prove that the extraordinary circumstances created by the COVID-19 pandemic have a direct effect on its business and permanently or temporarily exclude the performance of its obligations. In Hungarian legal practice, sometimes, one can find force majeure clauses in contracts; however, these clauses are usually applied only when one of the contracting parties or the governing law origins from the common law system or when Anglo-Saxon type documentation is applied. If a force majeure clause is included in a contract, then it shall be adjudicated on the basis of its actual wording; there is no usual or typical wording of force majeure clauses in Hungary.	In order to be exempt from the consequences of breach of contract by revoking force majeure, the party shall prove that the extraordinary circumstances created by the COVID-19 pandemic have a direct effect on its business and permanently or temporarily exclude the performance of its obligations. Given the fact that there is no specific regulation on force majeure in Hungarian law, in order for one to avoid the result of the breach of contract, two legal institutions can be invoked depending on the purpose of the parties and the nature of the contractual obligations: (i) When the party's obligation is adversely affected by the event beyond its control but does not render it completely impossible, such as late or partial performance and the contracting party has no intention to terminate the contract, it is practical to refer to exculpation. (ii) On the contrary, the doctrine of impossibility shall be applied when the party intends to deviate from the contract since it is fundamentally impossible to perform due to legal, physical or economic impediments. It is an interesting Hungarian phenomenon that the Hungarian Chamber of Commerce issues force majeure certificates upon the request of a party. We do not see the legal basis for this and note that contracting parties shall be careful when relying on these certificates in a judicial proceeding as the	The spread of COVID-19 may be considered force majeure in certain cases, however, it shall be assessed by the acting court in every case individually, with specific regard to the nature of the contract, the existing circumstances and the casual connection between them and COVID-19, as well as its actual effect on (non-)compliance. Based on the Hungarian legal framework, there is no exact threshold for considering a virus force majeure, and a reference to force majeure situation may also be regarded justified by the courts without the declaration of an official emergency situation.

		evidentiary value attributed to them is questionable.	
Does your country have a legal definition of force majeure, and if so, what is it?	**Does the legal definition include epidemics and/or pandemics?**	**How is force majeure proven? Do authorities issue official force majeure certificates?**	**Is the spread of COVID-19 considered force majeure?**
India ***(Submitted by Statira Ranina, from ALMT Legal, Advocates & Solicitors)***			
Force Majeure ("FM") is not defined under any statute in India. However, Section 56 of the Indian Contract Act, 1872, gives a legal recognition to the Doctrine of Frustration. This section sets out that that in a contract, any act set out to be performed therein becomes unlawful or impossible to perform after the contract is made and such impossibility could not be prevented by the promisor, then such an, contract will become void when such act becomes impossible or unlawful. This recognises non-performance of contracts due to impossibility of performance. Section 32 of the of the Indian Contract Act, 1872 recognises FM clauses. This section provides for the discharge of contractual obligations during a contingency event. Therefore, if the contract contains a clause which sets out that performance of the contract is contingent on the occurrence of an event, the impossibility of such an event shall render the contract void. FM clauses are included in contracts and their scope is limited to the wording of the clauses set out in such contracts.	There is no legal definition and hence the scope of an FM clause in an agreement is determined by all types of FM events that have been negotiated and agreed between the parties. In the case of Energy Watchdog v. Central Electricity Regulatory (Civil Appeal Nos.5399-5400 of 2016), the Supreme Court of India while analysing FM clauses in a Power Purchase Agreement ("PPA") agreed to the argument taken by the respondents in the matter that a FM clause is not an exhaustive clause under the PPA and therefore would cover unforeseen events occurring outside the events listed in the natural and non-natural force majeure events set out in the PPA. However, this was stated upon careful analysis of the wordings of FM clause in the PPA. The court also stated that FM is governed by the Indian Contract Act, 1872, in so far as it is relatable to an express or implied clause in a contract, such as the PPAs before the court, it is governed by Chapter III, Section 32 dealing with the contingent contracts. In so far as a force majeure event occurs de hors the contract, it is dealt with by a rule of positive law under Section 56 of the Contract.	A FM event can be proved by showing evidence of impossibility of performance and also proof taken by performing parties to set out steps taken to prevent such non-performance. The authorities in India do not issue FM certificates.	Various government office memorandum such as below have set out COVID-19 to be an FM event: Office Memorandum No. 18/4/2020-PPD dated 19 February 2020 issued by Ministry of Finance, Department of Expenditure, Procurement policy division have referred to the FM clause under the Manual for Procurement of Goods, 2017 and have set out COVID-19 to be a natural calamity and stated that FMC may be invoked, wherever considered appropriate. Following the above, Office Memorandum No. 283/18/2020-GRID SOLAR dated 20 March 2020 issued by Ministry of New & Renewable Energy (MNRE), Grid Solar Power Division have directed their agencies to treat delay on account of disruption of the supply chains due to spread of coronavirus in China or any other country, as Force Majeure subject to applications procedure along with evidence as set out therein. Parties can place reliance up such Office Memorandum while arguing FM clauses in relation to COVID-19 in court of law. However, the ambit would depend upon FM clauses contained in the agreements and evidence submitted by the parties.

	Therefore, the courts would analyse the clauses in agreement and the wordings thereof to determine whether such clause would extend to epidemics and/or pandemics.		
Does your country have a legal definition of force majeure, and if so, what is it?	**Does the legal definition include epidemics and/or pandemics?**	**How is force majeure proven? Do authorities issue official force majeure certificates?**	**Is the spread of COVID-19 considered force majeure?**
Ireland ***(Submitted by Keavy Ryan, from A&L Goodbody)***			
There is no legal definition of force majeure under Irish law. A force majeure event is generally understood to be an event which is outside the control of a party and which prevents that party from performing its obligations under a contract. There is no implied doctrine of force majeure under Irish contract law. Parties must include a specific clause in their contracts if they wish to rely on the concept. Where incorporated into a contract, a force majeure clause generally excuses one or both parties from performing its obligations following the occurrence of particular events. Its premise is that on the occurrence of particular events outside of a party's control, that party is entitled to (depending on the wording of the particular clause) (i) suspend performance of its contractual obligations (all or in part), or (ii) may even be excused entirely from those obligations. As a result, that party will not be liable for failure to perform its contractual obligations. If contracts do not include a force majeure clause, or if the clause arguably doesn't cover COVID–19, parties seeking protection may be able to rely on the doctrine of frustration at common law. Frustration occurs when an unforeseen event, which is outside the control of both the parties, renders it impossible perform the obligations required under the contract. The intervening event must not have been foreseeable at the time the contract was entered into. When a contract is frustrated, both parties are discharged from their future obligations and neither can sue for breach of contract. The contract is not void ab into (from the outset). The doctrine of frustration is	Force majeure clauses are often drafted in an open-ended manner in Ireland, and typically include a short non-exclusive list of events. It is not unusual to see epidemics and/or pandemics included in such a list of potential force majeure events. Other types of events that may be specified as force majeure events include natural disasters, severe weather, government actions, war, terrorism, riots and strikes.	Proving a force majeure event and successfully invoking a force majeure clause will depend on a number of factors. Generally speaking, a party seeking to rely on a force majeure clause will need to: (i) show that a force majeure event has caused its failure to perform a contractual obligation, (ii) prove that it has taken steps to avoid the force majeure event and/or mitigated its effects, and (iii) followed the procedures set out in the force majeure clause. Irish authorities do not issue official force majeure certificates. It is up to the parties to a contract to provide for and define the circumstances which will be beyond the control of the parties and to pre-agree terms on an orderly course to either perform the contract in a limited or different manner or exit the contract.	Whether COVID-19 constitutes a force majeure event is contract specific and will vary depending on the wording of each individual force majeure clause. As the World Health Organization (WHO) has categorised COVID-19 a "pandemic", it is likely that a force majeure clause which includes pandemics can be relied upon by a party to release it from its contractual obligations. However, if the force majeure clause simply refers to unforeseen events, Irish courts would likely look at the date of the contract and consider whether or not COVID-19 or something of a similar nature was foreseen or unforeseen at that time. In the event of a contractual dispute, it is important to remember that business contracts will be interpreted narrowly by the courts and the courts will be unwilling to include circumstances that were not expressly included by the parties. There is no set threshold for determining whether a virus will constitute a pandemic/epidemic for the purposes of a force majeure clause. This is fact specific and will depend on the circumstances. Parties should consider advice from organisations such as the WHO and government bodies when making their assessment. In the context of COVID-19, the global

a narrow one and requires a very high threshold to be met before it can be established.			crisis has affected businesses all over the world. Going forward, parties should continue to monitor advice from the WHO and government bodies. It is possible that the changing circumstances will affect whether a force majeure event exists or not.
Does your country have a legal definition of force majeure, and if so, what is it?	**Does the legal definition include epidemics and/or pandemics?**	**How is force majeure proven? Do authorities issue official force majeure certificates?**	**Is the spread of COVID-19 considered force majeure?**
Israel			
There is no definition of "force majeure" under Israel law, each force majeure provision must be considered separately, on its precise terms, and against its particular context.	Typically, contracts that include a definition of force majeure refer to it using a "catch-all" language, such as an "act of god" or an event that is "outside the reasonable control of the party affected" followed by a non-exhaustive list of illustrative force majeure events and events that do not constitute force majeure. Usually such provisions comprise "war, armed conflict, flood, and plague or pandemic". If the provision makes a specific reference to a "pandemic", "epidemic", "plague", or "disease", then it will be potentially easier to bring a force majeure claim in the context of the outbreak of the Coronavirus, but the other elements of force majeure still need to be satisfied. If, however, the provision does not enumerate such language (i.e., "pandemic") then it will be necessary to consider whether it may be said that the outbreak of Coronavirus comes within the scope of the "catch-all" language (i.e., an "outside the control of the party" or an "act of God").	There are some commonalities to most force majeure provisions that allow to infer the main (cumulative) elements of a force majeure claim: The Event: Under the terms of the provision, the event that occurred may, principally, constitute force majeure; Impracticality: This event is beyond the reasonable control of the affected party; Forcibility: Some contracts require that the event could not have been anticipated, foreseeable, or expected, and unavoidable; Causation: As a result of the event, the affected party is not able to perform its contractual obligations; Mitigation: The affected party has taken all commercially reasonable steps to avoid, mitigate, or minimize the event and its consequences.	Whether or not the implications of the outbreak of the Coronavirus allow parties to rely on frustration depends on the nature of the contractual obligation and the particular circumstances. For instance, because the requirement of unenforceability is assessed relative to the time when the parties entered into contract, it will be harder to invoke frustration in the context of contracts that were concluded after the outbreak of Coronavirus.

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Does your country have a legal definition of force majeure, and if so, what is it?	Does the legal definition include epidemics and/or pandemics?	How is force majeure proven? Do authorities issue official force majeure certificates?	Is the spread of COVID-19 considered force majeure?
Italy *(Submitted by Giulia Battaglia, from Chiomenti)*			
In a nutshell, force majeure generally refers to an event beyond the control of the parties that prevents a party from fulfilling its contractual obligations. The doctrine of force majeure is recognized in many civil law jurisdictions and relates to the doctrines of impossibility, impracticability, and, in some common law jurisdictions, in the frustration of purpose of the contract. On one hand, some jurisdictions (as the Italian one) may imply a right to invoke force majeure also with respect to contracts that do not provide for a specific force majeure clause; on the other hand, other jurisdictions admit the possibility to invoke force majeure only if a specific clause has been inserted in the agreement between parties. In this case, it is important to highlight that force majeure is a concept that depends on the precise language of the contract. Thus, the governing law of the contract defines how a force majeure clause will be interpreted. In addition, trade usages can also be relevant to the interpretation of force majeure clauses.	Under Italian law, force majeure is a not a codified principle and is considered any event that makes compliance of the contractual obligations impossible. From a contractual point of view, force majeure clauses provide for a broad definition of force majeure, containing an indicative list of circumstances deemed to be force majeure. Epidemics, natural catastrophic events, wars, insurrections and compelling acts of public authorities (e.g. embargo) are generally indicated in international contracts as causes of force majeure. On the other hand, difficulties in supplies from suppliers, crisis of raw materials and strikes are generally excluded. Therefore, depending on the specific wording of the force majeure clause, the current circumstances (for example, the World Health Organization's declaration of COVID-19 as a pandemic) may have a specific contractual relevance and may allow the suspension of performance of the obligation or other possible consequences envisaged in the relevant clause. Given that, as stated above, force majeure implies the occurrence of an unpredictable and unavoidable event, the current situation related to the outbreak of COVID-19 can only be relevant for contracts entered into before the outbreak. Thus, the first step is to identify whether the contract includes a force majeure clause and, in the	In order to establish force majeure, parties should prove that (i) the force majeure event is not within the reasonable control of the parties, (ii) it is not reasonably foreseeable, (iii) its effects cannot be avoided through reasonable efforts or due diligence, and (iv) it has materially affected the ability to perform contractual obligations. Furthermore, it is important to underline that force majeure clauses typically require that contractual performance be impossible in light of the event, not simply more burdensome (for example, a mere increase in the price of raw materials or labor work would in principle not be sufficient for invoking force majeure). Thus, failure to perform cannot in principle be excused if the obliged party is able to overcome the impossibility with alternative means of performance, for example by providing to the counterparty the object of the contract through other suppliers or manufacturers. Parties should consider that mere financial burden (unless it gives rise to “excessive onerousness” under Article 1467 ICC) would generally not qualify as impossibility, and consequently, as a force majeure event.	Parties should examine whether it is the outbreak of COVID-19 per se, or a government measure taken in response, that prevents the fulfilment or causes a delay in performance of a contractual obligation. Some force majeure clauses, in fact, cover only natural events but not political actions, or vice-versa. in Italy, it is necessary to establish on a case by case basis whether the COVID-19 emergency situation is covered by a force majeure clause included in the contract or whether it qualifies as an impossibility under the Italian law, preventing contractual parties from performing their obligations under the contract

	affirmative case, whether such clause expressly includes epidemics/pandemic.	.	
Does your country have a legal definition of force majeure, and if so, what is it?	**Does the legal definition include epidemics and/or pandemics?**	**How is force majeure proven? Do authorities issue official force majeure certificates?**	**Is the spread of COVID-19 considered force majeure?**
Lithuania ***(Submitted by Dovile Burgiene, Welless)***			
There is a legal definition of force majeure. According to the Article 6.253(2) and Article 6.212(1) of the Civil Code of the Republic of Lithuania ("CC"), a party shall be released from the liability for failure to perform the contract if it proves that the contract was not performed due to circumstances beyond its reasonable control, and it could not reasonably foresee the occurrence of such circumstances at the time of the conclusion of the contract, and that it could not prevent the occurrence of such circumstances or their consequences. The absence of the goods in the market required to fulfil the obligation, the lack of the adequate financial resources or the default of the debtor's contractors shall not be considered as the force majeure circumstances.	The legal definition does not specifically mention epidemics and/or pandemics. There is no case law addressing the issue yet. We believe that epidemics and/or pandemics might be considered force majeure if it corresponds to the following four conditions: -the circumstances must not be present at the time the conclusion of the contract, -the circumstances render the contract objectively impossible to perform (including temporary impossibility), -the party in breach of the contract due to force majeure circumstances could not control or prevent them, -the party did not assume the risk of such circumstances.	Force majeure shall be proved in each situation by the party relying on it. Regional Chambers of Commerce, Industry and Crafts issue official force majeure certificates. However, the certificates are not obligatory. In any case the courts evaluate the circumstances themselves and make conclusions whether the circumstances amount to force majeure.	The spread of COVID-19 shall be considered force majeure if it corresponds to the four above mentioned conditions, the most important in this situation being whether the spread of the virus render the contract objectively impossible to perform (including temporary impossibility). It might be that some contracts have not been affected by the spread of COVID-19 or at least not to a large extent. That being the case, the spread of COVID-19 in these particular legal relations is not force majeure. In those cases, whether the spread of the virus render the contract objectively impossible to perform (also temporarily), it shall be considered force majeure.

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Norway *(Submitted by Marianne Sahl Sveen, from Arntzen de besche)*			
Norwegian law does not operate with an universal legal definition of force majeure. In general, force majeure is understood as a term used to describe situations where, due to unforeseen or extraordinary circumstances beyond the parties' control, it is impossible or unreasonably burdensome, to fulfill their contractual obligations. Each individual contract may hence comprise its own definition of force majeure, and it is therefore important that contracting parties now review their contracts to assess whether the force majeure definition included (if any) includes a pandemic such as COVID-19.	Whether force majeure includes epidemics/pandemics will depend on an interpretation of the relevant clause in the contract. Force majeure is typically broadly described, and will usually include situations such as strike, war, or natural disasters such as earthquakes and hurricanes, but may also include epidemics/pandemics.	The Norwegian authorities do not use official force majeure certificates. Whether, and on which terms, a party may claim force majeure, is regulated in most contracts, and a company's ability to plead force majeure must be assessed on the basis of an interpretation thereof. In lack of a force majeure clause in the contract, there are applicable rules on force majeure under Norwegian contract law. For instance, section 27 and / or section 40 in the sale of goods act or principles of non-statutory law . A prerequisite for pleading force majeure is usually that (i) the affected party's performance is hindered by the event, (ii) the event is beyond the party's reasonable control, (iii) the party could not have foreseen the hindrance when the contract was entered into, and (iv) the party could not reasonably have avoided or overcome the consequences of the hindrance. Note that commercial contracts between professional parties will often have set aside all regulations which are not mandatory pursuant to relevant back-ground law, and this may also include force majeure regulations.	The COVID-19 outbreak, and the measures taken by the authorities may in principle and in practice be regarded as a force majeure event. As previously mentioned, this must however be assessed on the basis of an interpretation of the force majeure clause in each individual contract. COVID-19 will not, as a general rule, be deemed a force majeure event solely on the basis of a declaration by the regulators. Whether there is a force majeure situation, must be based on an assessment on the contract clause and/or applicable contract law. In this regards, please note that for contracts being entered into at this point onwards, the COVID-19 crises will not be considered as a hindrance a party could not have foreseen, thus force majeure cannot be claimed for such contracts on the basis of the COVID-19 outbreak.

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Poland *(Submitted by Anna Masiota, from MASIOTA – adwokaci i radcowie prawni)*			
The term force majeure is not defined but it can be found in several provisions of the Polish Civil Code.	Despite the lack of a statutory definition, force majeure is assumed to be an accidental or natural external event, and therefore unforeseen or unforeseeable, the effects of which cannot be prevented. When analysing a specific case, it is necessary to answer the question whether, given the experience of an average representative of a given industry, such event could have been reasonably expected to occur, and if yes, whether – within the limits of the capacity of the party affected by the force majeure event – there was a reasonable possibility of protection against this event. Epidemics are considered to be force majeure events. Some contracts include a so-called force majeure clause. In some cases, contractual parties define on their own the term force majeure applicable to the contractual relationship between them. Quite often, there are no direct references to epidemics in such definitions or clauses, though it must be noted that the examples of events, stipulated in them, generally do not constitute an exhaustive list. As a rule, a force majeure clause is included in the contract so that in the event of non-performance or improper performance of the contract by one of the parties due to force majeure it could be possible to release it from liability towards the other party for the resultant damage. Some contracts require the	Authorities do not issue any official force majeure certificates. In the current situation of the pandemic two legal acts, confirming the existing situation, were adopted, namely: Regulation of the Minister of Health of 13 March 2020 declaring the state of epidemic threat in the territory of the Republic of Poland and Regulation of the Minister of Health of 20 March 2020 declaring the state of epidemic in the territory of the Republic of Poland.	The spread of the COVID-19 virus may be considered a force majeure event. The official declaration of a state of epidemic threat or epidemic is not a necessary condition for it to be considered as such.

	party affected by the force majeure event to take certain steps (e.g. submit a relevant notification) in order to secure legal protection.		
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Singapore ***(Submitted by Felicia TAN, from TSMP Law Corporation)***			
At its core, force majeure clauses are a contractual allocation of risks. Force majeure has been defined in Singapore jurisprudence as really no more than a convenient way of referring to contractual terms that the parties have agreed upon to deal with situations that might arise, over which the parties have little or no control, that might impede or obstruct the performance of the contract. There can therefore be no general rule as to what constitutes a situation of force majeure. Whether such a (force majeure) situation arises, and, where it does arise, the rights and obligations that follow, would all depend on what the parties, in their contract, have provided for. It bears noting that in construing a force majeure clause, courts will tend to apply the presumption that the expression force majeure is likely to be restricted to supervening events which arise without the fault of either party and for which neither of them has undertaken responsibility. Ultimately, the scope of a force majeure clause turns on the precise language of the clause in the contract/agreement itself.	Under Singapore law, there isn't one singular definition of force majeure. Even where we consider the general case law, there is no particular definition or construction that includes epidemics or pandemics. What tends to be included are broadly force generally situations that are beyond parties' control which hinder the performance of the contract. Nonetheless, given how majeure contractual clauses are often phrased, the consequent result of epidemics and/or pandemics could fall under the wider definition of force majeure under certain contracts. This would ultimately turn on the precise phraseology of the force majeure clauses.	Currently, there is no known practice in Singapore of authorities issuing official force majeure certificates as might have been the case in China. A party who relies on the force majeure clause bears the burden of proving (a) that it has brought itself within the clause and (b) that it has taken all reasonable steps to avoid its operation or mitigate its results.	It is unclear whether the very spread of COVID-19 per se constitutes force majeure. However, the consequent effects of COVID-19 may fall within the ambit of force majeure. For instance, the closing of borders, travel bans, nation-wide lockdown, restrictions on employment shifts, and the like, create situations which could be said to give rise to force majeure considerations/situations. Certain contracts may stipulate that force majeure is effected where there is "any cause/event beyond the supplier's control." This would delimit the types of situations that can amount to force majeure. The Singapore Court of Appeal case of Holcim (Singapore) Pte Ltd v Precise Development Pte Ltd [2011] 2 SLR 106 involved an issue of the construction of a force majeure clause in light of the 2007 Indonesian sand ban. A relevant factor cited by the Court of Appeal was "commercial practicability" and whether the Appellant in the case was "placed in a commercially impracticable situation" given the overall facts and commercial context. If "commercial impracticability" is the threshold, surely many of the consequent effects of COVID-19 fall within the scope of force majeure provisions.

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Sweden *(Submitted by Anna Edström, from Advokatfirman Vinge KB)*			
Swedish law does not contain any definition of force majeure as such. It is, however, relatively common to include force majeure clauses in commercial agreements governed by Swedish law. Such clauses may be of a general nature, referring to circumstances beyond the relevant party's control (without providing any examples or enumerations of such events) or they can be more detailed and include references to specific events, such as war, strikes, natural disasters, lock-outs, blockades or other similar circumstances over which such party generally had no control. In this context, it is also necessary to bear in mind that force majeure clauses in agreements are normally interpreted quite narrowly.	We would say that, occasionally, force majeure clauses include an explicit reference to epidemics or pandemics although we, currently, find it being less common. It does, however, exist for example in certain Swedish standard construction contracts. For example, under AB04 and ABT06 a contractor could be entitled to an extension of a contract period should there be an impediment for completing the contract work due to an epidemic or an authority order following an epidemic (although said contracts do not explicitly refer to such situations as "force majeure" situations).	Currently, no Swedish authorities issue any official force majeure certificates. When it comes to the question of how force majeure is to be proved, the assessment of whether a party should be entitled to damages in case of e.g. delays, need to show that several requirements are fulfilled: (i) there has to be an impediment, (ii) the impediment has to be out of the party's control, (iii) the party must show that it was not able to foresee the impediment, and (iv) the party must show that it is not able to overcome or avoid the impediment or otherwise mitigate the effects of the relevant event. Under Swedish private law, as a general rule (although not consistently applied) the party making an allegation (e.g. that such party should be excused from performing its obligations under a contract due to force majeure) bears the burden of proof for such allegation. If such party is successful, the counter party will have to proof that the circumstance is not at hand.	Whether a specific event (such as the outbreak and spread of the Covid-19) constitutes force majeure under a specific contract, needs to be assessed taking all relevant circumstances at hand into consideration. There is not as such a specific threshold. For example, it will be relevant to assess the wording of the actual force majeure clause, applicable law, the reason for the inability to perform, whether there is an actual inability (increased costs and difficulties in performing is generally not per se sufficient) and whether any alternative solutions or measures could be applied in order to mitigate the negative effects. In the event that the specific contract does not contain a force majeure clause, an assessment needs to be made whether any general legal principle or non-mandatory legal provisions (please refer to item 1 above) potentially could become relevant, which in turn may depend on the content and subject matter of the relevant contract and the standing of the parties. If so, the assessment of whether the specific event constitutes force majeure will have to be made in light of such principles and/or [non-mandatory] provisions. It should be noted that notwithstanding an absence of a force majeure clause, the obligation to mitigate the effects of one's damage is a strong legal principle within Swedish contract law. It has been argued that in respect of agreements concluded after the SARS outbreak in 2003 epidemics such as the Covid-19 outbreak are foreseeable in light

			of such SARS outbreak. The argument is then that it is foreseeable that a similar virus outbreak could occur again and, hence, the Covid-19 outbreak would not give right to invoke force majeure in order to obtain relief.
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Ukraine ***(Submitted by Aminat Suleymanova, from AVELLUM)***			
The Civil Code of Ukraine stipulates that a person who has breached a contractual obligation shall be released from liability for such breach if that person proves that this violation occurred as a result of an incident or irresistible force. The Civil Code, however, does not go further and do not provide the definition of events of irresistible force and does not provide any exemplary list of such events. Considering this, the spread of coronavirus under the certain circumstances can be recognized as an event of irresistible force. The Law of Ukraine "On Chambers of Commerce and Industry in Ukraine", in turn, treats force majeure and irresistible force as one legal concept, defining them as an extraordinary and inevitable circumstances that objectively make it impossible to fulfill the obligations under the contract or other obligations stipulated by legislative and other normative acts.	Law of Ukraine "On Chambers of Commerce and Industry in Ukraine" provides non-exhaustive list of circumstances which can be recognized as force majeure. In fact, this list just serves as an indicator for the Ukrainian Chamber of Commerce and Industry and regional chambers which issue the official certificates recognizing certain event as force majeure. It should be noted that this list has contained epidemics long before the outburst of coronavirus all over the world. However, on 17 March 2020, the above list was supplemented with such circumstance as a quarantine, which was introduced by the Ukrainian government (Cabinet of Ministers of Ukraine) in response to the pandemics of COVID-19. Given that this non-exhaustive list of circumstances (including epidemics) serves as a guidance for parties concluding various contracts, epidemics are quite often included in contractual force majeure definitions.	Ukrainian law provides that Ukrainian Chamber of Commerce and Industry and regional chambers of commerce and industry (empowered by the former) certify force-majeure events and issue official certificates recognizing certain event as force majeure. Such certificates serve as an authoritative evidence proving existence of force majeure. At the same time, the freedom of contract principle, firmly established in Ukrainian law, allows the parties to envisage different procedures for certifying force majeure events.	Ukrainian law specifically provides that both epidemics and quarantine measures aimed at prevention of spread of various diseases, including COVID-19, can be recognized as force majeure in Ukraine. However, in order to invoke force majeure in the stated circumstances, the interesting party has to prove that the relevant circumstance (including spread of COVID-19) was (1) unpredictable, (2) unavoidable and (3) extraordinary or beyond the control of the party. Apart from that (4) there must be a causal link between such circumstance and the inability of the party to fulfill its obligations. That is to say, a party wishing to invoke pandemic of COVID-19 as force majeure should have no alternative ways to fulfill its obligation.

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Uruguay *(Submitted by Corina Bove, from Guyer & Regules)*			
The Uruguayan Civil Code and Commercial Code do not provide a definition of force majeure. They set forth that damages are not owed if the debtor is not able to comply with its duty due to a force majeure event (except for some specific situations specifically determined, such as when the parties provide for a different solution in their contract). Under Uruguayan law, an event of force majeure has been defined by the treatises and case law as an external, permanent, extraordinary, unpredictable and irresistible event, which prevents the party from complying with its duty. The event must not have been reasonably foreseeable and must be imposed with a force that cannot be resisted. It is an objective event as the impossibility must be the same for anyone in that same position and conditions. Further, the impossibility that results must be absolute in the sense that the debtor must have exhausted all available means to comply with its duty (it cannot impose a mere difficulty).	This depends on what the parties have determined, in case their contract includes a force majeure clause which defines the term and provides examples. If the parties agreed that a pandemic or epidemic is a force majeure event, the Courts will upheld this agreement. In case the parties did not provide a definition, then we believe that in general epidemics and pandemics are force majeure events, as they usually have the characteristics mentioned above. However, whether the force majeure event can be used as a defense in the contract to justify a breach of the contract and exempt the party from all liability, must be analyzed on a case by case basis.	The authorities in Uruguay do not issue these certificates. It must be proved by any kind of proof regularly admitted, including witness testimonies.	It is not possible to respond to this query in general terms, as it depends on a case by case analysis. For instance, whether the parties specifically have a force majeure clause, what type of obligations are the ones that are breached, when the contract was entered into in relation to the date of the virus, etc. Certainly the fact that an official emergency situation has been declared in Uruguay and the lockdown imposed by the government in certain cases are elements that must be taken into account in this analysis. In addition, if the government declared a mandatory quarantine for the population it is more likely that the COVID-19 could be considered by a Judge a force majeure event in case the debtor is not allowed to fulfill its obligations due to the mandatory quarantine.