



**İTOTAM**

İSTANBUL TİCARET ODASI TAHKİM MERKEZİ  
ISTANBUL CHAMBER OF COMMERCE ARBITRATION CENTER

## Arbitration Rules



**ISTANBUL  
CHAMBER OF  
COMMERCE 1882**



**iTOTAM**

İSTANBUL TİCARET ODASI TAHKİM MERKEZİ  
ISTANBUL CHAMBER OF COMMERCE ARBITRATION CENTER

**THE ISTANBUL CHAMBER OF  
COMMERCE ARBITRATION  
CENTER (ITOTAM)  
RULES OF ARBITRATION  
(ITOTAM RULES OF  
ARBITRATION)**

Publication No: 2015 - 6  
Istanbul, 2015

Copyright © ICOC (The Istanbul Chamber of Commerce)

All rights reserved. No part of this publication may be reproduced or transcribed in any form or by any means, mechanical, photocopying or otherwise, without prior written permission of ICOC. The publication may be quoted for the purposes of research or individual study only by citing ICOC.

ISBN 978-605-137-458-1 (Hard Copy)

ISBN 978-605-137-457-4 (Electronic)

ICOC CALL CENTER

Phone : (212) 444 0 486

Detailed information about the ICOC's publications can be obtained from Advanced Research Department

Phone : (212) 455 63 29

Fax : (212) 512 06 41

e-mail : [ito.yayin@ito.org.tr](mailto:ito.yayin@ito.org.tr)

Web : [www.ito.org.tr](http://www.ito.org.tr)

Address : Reşadiye Caddesi 34112

Eminönü - Fatih / İSTANBUL

You can reach our publications in full format free through internet.

DESIGNED, PRINTED BY

Erkam Yayın San. A.Ş.

Tel: (212) 671 07 07 Fax: (212) 671 07 17

[info@erkammatbaasi.com](mailto:info@erkammatbaasi.com) • [www.erkammatbaasi.com](http://www.erkammatbaasi.com)

## CONTENTS

<b>Model Arbitration Clause .....</b>	<b>7</b>
<b>Statement of Independence, Impartiality and Availability of the Arbitrator.....</b>	<b>8</b>
<b>Istanbul Chamber of Commerce Arbitration Center (ITOTAM) Rules of Arbitration (ITOTAM Rules of Arbitration).....</b>	<b>9</b>
<b>Chapter I. General Rules.....</b>	<b>9</b>
Article 1: Scope.....	9
Article 2: Definitions .....	9
Article 3: Pleadings and Written Communications.	11
Article 4: Notifications.....	11
Article 5: Periods of Time .....	12
<b>Chapter II. Arbitration Agreement or Arbitration Clause .....</b>	<b>12</b>
Article 6: Arbitration Agreement or Arbitration Clause .....	12
<b>Chapter III. Commencing the Arbitration.....</b>	<b>13</b>
Article 7: Request For Arbitration .....	13
Article 8: Content of Request .....	14
Article 9: Notification of the Request to the Respondent .....	15
Article 10: Answer to the Request.....	15
Article 11: Payment of Advance for the Costs .....	16
Article 12: Effect of the Arbitration Agreement and Challenge of Arbitration .....	17
Article 13: Counterclaim .....	18

**Chapter IV. Arbitral Tribunal.....18**

Article 14: Impartiality and Independence of the Arbitrators..... 18

Article 15: Number and Appointment of Arbitrators..... 19

Article 16: Multiple Parties .....20

Article 17: Challenge of Arbitrators .....21

Article 18: Replacement of Arbitrators.....22

Article 19: Transmission of the File to the Arbitral Tribunal .....23

**Chapter V. The Arbitral Proceedings.....24**

Article 20: Determination of the Procedural Rules to be Applied to the Proceedings.....24

Article 21: Equal Treatment of the Parties and Right to be Heard .....24

Article 22: Place of the Arbitration .....24

Article 23: Language of the Arbitration.....25

Article 24: Applicable Rules of Law .....25

Article 25: Conduct of the Arbitration.....26

Article 26: Establishing the Facts of the Case .....27

Article 27: Hearing the Witnesses .....27

Article 28: Experts Report and Discovery .....27

Article 29: Submission of Additional Evidence.....28

Article 30: Conservatory and Interim Measures ....28

Article 31: Decision on the Basis of Documents ...29

Article 32: Hearings.....29

Article 33: Closure of the Proceedings .....30

Article 34: Amicable Settlement.....30

<b>Chapter VI. Time Limit For the Award and Arbitral Awards.....</b>	<b>31</b>
Part 1: Time Limit for the Award .....	31
Article 35: Time Limit for the Award .....	31
Part 2: Arbitral Award.....	31
Article 36: Content of the Award.....	31
Article 37: Making of the Award.....	32
Part 3: Notification of the Award to the Parties .	33
Article 38: Notification of the Award.....	33
Article 39: Correction, Interpretation of the Award and Additional Award.....	33
Part 4: Enforceability of the Award .....	34
Article 40: Binding Nature and Enforceability of the Award.....	34
<b>Chapter VIII. Arbitration Costs.....</b>	<b>35</b>
Article 41: Scope of the Arbitration Costs.....	35
Article 42: Advance to Cover the Costs of the Arbitration .....	36
<b>Chapter VIII. Final Provisions.....</b>	<b>37</b>
Article 43: Waiver of the Right to Raise Objection.	37
Article 44: Protection of Trade Secrets and Confidentiality .....	37
Article 45: Publication of the Awards.....	38
Article 46: Limits of Liability.....	38
<b>Chapter IX. Effective Date.....</b>	<b>38</b>
Article 47: Effective Date.....	38



**iTOTAM**

İSTANBUL TİCARET ODASI TAHKİM MERKEZİ  
ISTANBUL CHAMBER OF COMMERCE ARBITRATION CENTER

**ITOTAM  
RULES OF ARBITRATION**

**In force as from 9 April 2015**

## **MODEL ARBITRATION CLAUSE**

Any dispute or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of Arbitration of The Istanbul Chamber of Commerce Arbitration Center (ITOTAM).

*Parties should consider adding the clauses below:*

- a. The language to be used in the arbitral proceedings shall be .....
- b. The law to be applied to the merits of the dispute shall be .....

## **STATEMENT OF INDEPENDENCE, IMPARTIALITY AND AVAILABILITY OF THE ARBITRATOR**

*The statement of independence, impartiality and availability that shall be made by the nominated arbitrator*

I hereby declare that I am impartial and independent of each of the parties to the dispute regarding which I have been nominated as an arbitrator and I intend to remain so. to the best of my knowledge, there are no circumstances, past or present, likely to give rise to justifiable doubts as to my impartiality or independence. I accept and undertake to promptly notify the Secretariat in writing of any such circumstances that may subsequently come to my attention during these arbitration proceedings. I confirm that I will provide the necessary diligence to conduct this arbitration and I will provide the necessary time to act in accordance with the time limits in the Rules.

*The statement that shall be made by the arbitrator in case of circumstances that shall be disclosed regarding independence and impartiality*

I hereby declare that I am impartial and independent of each of the parties to the dispute regarding which I have been nominated as an arbitrator and I intend to remain so. Attached is a statement of (a) my past and present professional, business and other interest relationships with the parties and/or (b) any other relevant circumstances. I confirm that those relationships and/or circumstances do not affect my independence and impartiality. I accept and undertake to promptly notify the Secretariat in writing regarding any such circumstances that may subsequently come to my attention during these arbitration proceedings.

**ISTANBUL CHAMBER OF  
COMMERCE ARBITRATION CENTER  
(ITOTAM)  
RULES OF ARBITRATION  
(ITOTAM RULES OF ARBITRATION)**

**CHAPTER I.  
GENERAL RULES**

**SCOPE**

**Article 1**

1. The Rules of Arbitration of the Istanbul Chamber of Commerce Arbitration Center (hereinafter the “Rules”) shall apply in commercial disputes where the parties to such dispute so agree or the Arbitral Tribunal so decides.

2. The Rules shall apply where at least one of the parties to the dispute is a member of the Istanbul Chamber of Commerce.

**DEFINITIONS**

**Article 2**

For purposes of the Rules:

“Claimant” means one or more Claimants who have submitted a Request for Arbitration;

“Respondent” means one or more Respondents against whom a Request for Arbitration has been submitted as a party to a dispute;

“Arbitral Tribunal” means one or more arbitrators authorized to settle a dispute subject to the Rules;

“Internal Regulation” means Internal Regulation Regarding Structure and Working Principles of the Arbitration Court and Secretariat of the Istanbul Chamber of Commerce Arbitration Center;

“Regulation on Arbitration Costs” means Regulation on Costs of the Istanbul Chamber of Commerce Arbitration Center;

“Request” means an application submitted by a Claimant to the Secretariat;

“Tariff” means Istanbul Chamber of Commerce Arbitration Center Arbitration Fee Tariff and Administrative Cost Tariff;

“ICOC” means Istanbul Chamber of Commerce;

“ITOTAM Arbitration Rules” means Istanbul Chamber of Commerce Arbitration Center Arbitration Rules;

“Istanbul Chamber of Commerce Arbitration Center (ITOTAM)” means the independent arbitration authority where the Rules are being applied and which is connected with the Istanbul Chamber of Commerce;

“Award” means an interim award, a partial award or a final award rendered by the Arbitral Tribunal;

“International Commercial Dispute” means disputes bearing a foreign element within the sense of Article 2 of the International Arbitration Law numbered 4686;

“Secretariat” means the department where the secretarial services of the Istanbul Chamber of Commerce Arbitration Center and Arbitration Court are provided; and

“Arbitration Court” means the independent board whose status and working methods are set forth in the Regulation (Annex 1), which is authorized to apply the Rules of Arbitration of the ITOTAM and ensure settlement of disputes by an arbitrator or an Arbitral Tribunal subject to the Rules.

## **PLEADINGS AND WRITTEN COMMUNICATIONS**

### **Article 3**

One copy of all pleadings, written communications, documents and proposals submitted by any party, as well as documents annexed thereto, shall be provided to each party, each arbitrator, and the Secretariat. A copy of every communication from the Arbitral Tribunal to the parties shall be submitted to the Secretariat.

## **NOTIFICATIONS**

### **Article 4**

1. All notifications from the Arbitral Tribunal or the Secretariat shall be sent to the last known address of the relevant party or its representative (if any). Where the last address of a party or its representative authorized to receive legal documents in the name of that party is unknown, the notification shall be sent to the last known address of that party and shall be deemed to have been made on the day of delivery at such address.

2. Notifications may be sent by hand delivery, registered post, courier, facsimile transmission, email or any other means of telecommunication that provides a record of the sending thereof.

## **PERIODS OF TIME**

### **Article 5**

1. Periods of time specified in or determined under these Rules shall start to run on the day following the date on which a communication has been made or is deemed to have been made under the Rules.

2. When that day is an official holiday, the period of time shall begin to run on the first following business day.

3. Non-business days and official holidays shall be counted towards the periods of time.

4. In case the last day of the period of time granted is an official holiday, the period of time shall expire at the end of local business hours of the first following business day.

## **CHAPTER II. ARBITRATION AGREEMENT OR ARBITRATION CLAUSE**

### **ARBITRATION AGREEMENT OR ARBITRATION CLAUSE**

#### **Article 6**

1. An arbitration agreement stipulates that the parties agree to submit to arbitration the settlement of a certain dispute or disputes which have arisen or might arise from a certain contractual or non-contractual legal relationship existing between them. An arbitration agreement may be executed in the form of a clause in a contract between the parties (“arbitration clause”) or in a separate agreement (“arbitration agreement”).

2. An arbitration agreement shall be made in writing. Agreements made by and between the parties by means of a document signed by the parties or a letter exchanged by the parties or a facsimile transmission or email or any other means of telecommunication that provides a record of the sending thereof shall be deemed to be in writing.

3. Where a contract makes a reference to a document containing an arbitration clause, the contract has been made in writing, and the reference makes the arbitration clause an integral part of the contract, the parties shall be considered to have made an arbitration agreement.

## **CHAPTER III. COMMENCING THE ARBITRATION**

### **REQUEST FOR ARBITRATION**

#### **Article 7**

1. A party who wishes to have recourse to arbitration shall submit its Request to the Secretariat. The Secretariat shall notify the Respondent of the receipt of the Request and the date of such receipt.

2. The date on which the Request and payment of the registration fee have been received by the Secretariat shall be deemed to be the date on which the arbitral proceedings are initiated.

## CONTENT OF REQUEST

### Article 8

1. The Request shall contain the following information:

a) The full name, trade name, address, telephone number, fax number and e-mail address of each of the parties and, if any, their representatives;

b) A clear description of the nature of the relevant dispute and legal grounds ;.

c) The relief or remedy sought and indication of the amount of the claim, if any;

ç) Any contract between the parties and especially the arbitration agreement or arbitration clause;

d) Proposal of the Claimant as to the number and the appointment procedure of arbitrators; identity of the arbitrator appointed by the Claimant if the parties have not agreed on appointment of a sole arbitrator to settle the dispute;

e) Proposal of an arbitrator if the parties have agreed on appointment of a sole arbitrator to settle the dispute; and

f) Any comments regarding the place of arbitration, the applicable rules of law and the language of the arbitration.

Claimant may submit such other information and documents with the Request as may contribute to the efficient resolution of the dispute. The Request shall be submitted to the Secretariat in the number of copies required by Article 3 above.

2. The Claimant shall pay the registration fee set forth in the then-current tariff (see Annex II) and shall submit the relevant receipt together with the Request to the Secretariat. If the Claimant fails to pay the said fee, the Request shall not be processed.

## **NOTIFICATION OF THE REQUEST TO THE RESPONDENT**

### **Article 9**

After confirming that the Request has been submitted in sufficient number of copies and the registration fee has been paid, the Secretariat shall send a copy of the Request and the documents annexed thereto to the Respondent for its Answer.

## **ANSWER TO THE REQUEST**

### **Article 10**

1. Within 30 days from the receipt of the Request from the Secretariat, the Respondent shall submit an Answer (the “Answer”) to the Secretariat.

2. The Answer shall contain the following information:

a) The full name, trade name, address, telephone number, fax number and e-mail address of each of the parties and, if any, their representatives;

b) the Answer to the Claimant’s request(s) including nature of the relevant dispute, its legal grounds and the relief and remedy sought;

c) Comments regarding the number of arbitrators and their appointment in light of the Claimant’s proposals and the Respondent’s appointment of an arbitrator; and

ç) Any comments regarding the place of arbitration, the applicable rules of law and the language of the arbitration.

Respondent may submit such other information and documents with the Answer as may contribute to the efficient resolution of the dispute.

3. The Respondent may request the Secretariat to grant an extension of time for the Answer. However, the application for such an extension should contain the Respondent's comments regarding the number of arbitrators and their nomination and, where necessary, Respondent's nomination of an arbitrator.

4. If the Respondent does not submit an application for extension, the Secretariat shall proceed with the appointment procedure of the Arbitral Tribunal.

5. The Answer and the documents annexed thereto shall be submitted to the Secretariat in the number of copies set forth by Article 3.

6. A copy of the Answer and the documents annexed thereto shall be communicated by the Secretariat to the Claimant.

## **PAYMENT OF ADVANCE FOR THE COSTS**

### **Article 11**

The Secretariat shall as soon as practicable calculate the advance on administrative expenses as stipulated in the Tariff, then notify the parties and request the payment of the advance on costs within 15 days of notification. If the advance on costs is not paid in due time, the arbitral proceedings shall be suspended and the Secretariat shall grant an additional period of 15 days for payment of the advance on costs. If the advance on costs is not deposited within the additional period of time, then paragraph 6 of Article 42 of the Rules shall apply.

## **EFFECT OF THE ARBITRATION AGREEMENT AND CHALLENGE OF ARBITRATION**

### **Article 12**

1. By agreeing to arbitration under the Rules, the parties have accepted the arbitration shall be administered by the Arbitration Court in accordance with the Rules.

2. If the Respondent does not submit an Answer to Request for Arbitration, or if any party submits a plea concerning the existence, validity or scope of the arbitration agreement or arbitration clause, the Arbitration Court shall decide if the arbitration will proceed. If the Arbitration Court is prima facie satisfied after reviewing the plea submitted against the existence of the arbitration agreement or the arbitration clause that an arbitration agreement or clause does exist, the Arbitration Court may decide that the arbitration shall continue. In that case, decisions as to the jurisdiction of the Arbitral Tribunal shall be taken by the Arbitral Tribunal itself. If the Arbitration Court concludes that neither an arbitration agreement nor an arbitration clause exists, the Secretariat shall notify the parties that the arbitration shall not continue. The Arbitral Tribunal's decision on the validity of the arbitration agreement or the arbitration clause shall be final.

3. If any of the parties refuses or fails to take part in the arbitration or any stage thereof, the arbitration shall proceed in spite of such refusal or failure.

4. Unless otherwise agreed, if the Arbitral Tribunal upholds the validity of the arbitration agreement or the arbitration clause, it shall not lose jurisdiction by reason of any claim that the contract is null and void or does not exist. The Arbitral Tribunal shall continue to have jurisdiction to adjudicate the parties' claims and pleas even if the contract itself is null.

## **COUNTERCLAIM**

### **Article 13**

The Respondent shall have the right to make a counterclaim. The pleading for counterclaim should also be filed with the Secretariat. Articles 7, 8, 9, 10 and 11 above shall also apply to any counterclaim, unless they contradict its essence. The Arbitral Tribunal shall decide whether or not the counterclaim is admissible.

## **CHAPTER IV. ARBITRAL TRIBUNAL**

### **IMPARTIALITY AND INDEPENDENCE OF THE ARBITRATORS**

#### **Article 14**

1. Every arbitrator is independent of the parties who have appointed him. Impartiality and independence of the arbitrators shall continue until their award becomes final.

2. Arbitrators appointed by the parties shall sign a statement of independence, impartiality and availability in terms of the period of time necessary for the arbitral proceedings and submit it to the Secretariat before confirmation of the Arbitration Court. Arbitrators shall disclose any facts or circumstances which might call into question the arbitrators' impartiality and independence in the eyes of the parties. The format and content of such statement of impartiality and independence shall be determined by the Secretariat. The Secretariat shall provide such statement of impartiality and independence to the parties and determine a reasonable time limit for any comments from the parties regarding the arbitrator.

3. The parties or the arbitrators shall immediately disclose in writing to the Secretariat any facts or circumstances which might call into question the arbitrators' impartiality and independence during the arbitration.

4. The rules set forth above as to impartiality, independence and availability of the arbitrators shall also be applied for the arbitrators appointed by the Arbitration Court.

5. The decision of the Arbitration Court concerning the confirmation of the arbitrators shall be final. The Arbitration Court shall not be obliged to give the reasons for such decisions.

6. By accepting to serve, every arbitrator undertakes to fulfill his responsibilities in accordance with these Rules.

## **NUMBER AND APPOINTMENT OF ARBITRATORS**

### **Article 15**

1. The parties may agree that the disputes shall be decided by a sole arbitrator or by an arbitral tribunal. An Arbitral Tribunal shall consist of three arbitrators.

2. Where there is no agreement upon the number of arbitrators or the parties fail to agree upon the number of arbitrators, the Arbitration Court shall decide if the dispute will be settled by a sole arbitrator or an Arbitral Tribunal. In making this decision, the Arbitration Court shall take into consideration the parties' respective interests, the complexity and value of the dispute, and settlement of the dispute in the shortest time possible.

3. Where the parties have agreed that the dispute shall be settled by a sole arbitrator, they may nominate the sole arbitrator upon mutual agreement and submit his identity to the Arbitration Court for confirmation. If the parties fail to nominate a sole arbitrator within 30 days from the date when the Claimant's Request for Arbitration has been received by the other party, or within such additional time as may be allowed by the Secretariat, the sole arbitrator shall be appointed by the Arbitration Court.

4. If the dispute is to be referred to three arbitrators, each party shall nominate in the Request and the Answer, respectively, one arbitrator for confirmation. If a party fails to nominate an arbitrator, the appointment shall be made by the Arbitration Court. The third arbitrator shall act as chairman of the Arbitral Tribunal. The parties may allow the arbitrators nominated by them to elect the third arbitrator in a specified time period. Where the parties do not agree to do so or the arbitrators appointed by them fail to elect the third arbitrator, the third arbitrator shall be appointed by the Arbitration Court. The procedure governing appointment of the third arbitrator by the Arbitration Court shall be set forth in the Internal Regulation.

5. A party shall not be entitled to replace his nominated arbitrator after the identity of this arbitrator has been notified to the other party.

## **MULTIPLE PARTIES**

### **Article 16**

1. Where there are multiple parties, whether as Claimant or as Respondent, and where the dispute is to be referred to three arbitrators, the Claimants shall jointly nominate an arbitrator and the Respondents shall jointly nominate an arbitrator for confirmation by the Arbitration Court.

2. In the absence of such a joint nomination and where all parties are unable to agree to a method for the constitution of the Arbitral Tribunal, the Arbitration Court shall appoint each member of the Arbitral Tribunal and shall designate one of them to act as chairman.

## **CHALLENGE OF ARBITRATORS**

### **Article 17**

1. Arbitrators may be challenged on the grounds of serious doubt regarding their impartiality and independence or when they cannot allocate adequate time for the proceedings. A challenge shall be made by submitting to the Secretariat a written statement explaining the facts and circumstances on which the challenge is based.

2. A challenge shall be processed only if the challenging party submits it and all relevant evidence to the Secretariat within 15 days of receipt of notification of the Arbitration Court's appointment or confirmation of the arbitrator.

3. If a party is informed of facts and circumstances that form for the basis of a challenge after an arbitrator has been appointed or confirmed, that party must submit the challenge and all relevant evidence to the Secretariat within 15 days of receipt of such information.

4. The Secretariat shall notify the other party or parties and the arbitrator concerned of the challenge. The Secretariat shall provide an opportunity for the other party or parties and the arbitrator concerned to comment in writing within a suitable period of time. These comments shall be provided to those concerned. The Arbitration Court shall thereupon render a decision regarding the challenge. Decisions made by the Arbitration Court regarding such challenges shall be final. The Arbitration Court need not provide reasons for its decisions.

## **REPLACEMENT OF ARBITRATORS**

### **Article 18**

1. An arbitrator shall be replaced upon his death, upon his loss of his mental capacity, upon acceptance by the Arbitration Court of the arbitrator's resignation, upon acceptance by the Arbitration Court of a challenge, or upon the request of all the parties.

2. An arbitrator shall also be replaced on the Arbitration Court's own initiative when it decides that he is prevented *de jure* or *de facto* from fulfilling his functions, or that he is not fulfilling his functions in accordance with these Rules or within the prescribed time limits, or that he causes the arbitration proceedings to delay without a justifiable reason. In any of such cases, the Arbitration Court shall provide an opportunity to the parties and all other members of the Arbitral Tribunal to comment in writing within a suitable period of time and shall decide on the matter. These comments shall be provided to the parties and to the arbitrators.

3. The Arbitration Court shall have discretion to decide whether or not to follow the original appointment process for the replacement of the arbitrators.

4. Once reconstituted, and after having invited the parties to comment, the Arbitral Tribunal shall determine if and to what extent prior proceedings shall be repeated before the reconstituted Arbitral Tribunal.

5. Subsequent to the closing of the proceedings, instead of replacing an arbitrator who has died or lost his mental capacity or been removed by the Arbitration Court, the Arbitration Court may decide, where appropriate, that the remaining arbitrators shall continue the arbitration. In making such determination, the Arbitration Court shall take into account the views of the remaining arbitrators and of the parties and such other matters that it considers appropriate under the circumstances.

## **TRANSMISSION OF THE FILE TO THE ARBITRAL TRIBUNAL**

### **Article 19**

The Secretariat shall transmit the file to the Arbitral Tribunal as soon as it has been constituted, provided that the advance on administrative expenses has been paid.

## **CHAPTER V. THE ARBITRAL PROCEEDINGS**

### **DETERMINATION OF THE PROCEDURAL RULES TO BE APPLIED TO THE PROCEEDINGS**

#### **Article 20**

The proceedings before the Arbitral Tribunal shall be governed by these Rules of the ITOTAM. Where these Rules do not contain specific provisions for a given case, any procedural rules which the parties may agree upon shall be applied to the arbitration. Where the parties fail to agree on such procedural rules, the proceedings shall be governed by the procedural rules agreed upon by the Arbitral Tribunal. In doing so, the Arbitral Tribunal shall take into consideration the mandatory rules of the place of arbitration.

### **EQUAL TREATMENT OF THE PARTIES AND RIGHT TO BE HEARD**

#### **Article 21**

The Arbitral Tribunal shall under all circumstances protect rights of the parties to be heard, treat the parties in accordance with the principle of equal treatment, and provide each party with a reasonable opportunity to make explanations regarding its claims and pleas and submit the relevant evidence.

### **PLACE OF THE ARBITRATION**

#### **Article 22**

1. Unless otherwise agreed, the place of the arbitration shall be Istanbul. However unless otherwise agreed upon by the parties.

The Arbitral Tribunal may, after consultation with the parties, decide to conduct hearings at any other location.

2. The Arbitral Tribunal may convene at any location it considers appropriate for deliberations.

## **LANGUAGE OF THE ARBITRATION**

### **Article 23**

1. The parties shall be free to choose the language or languages to be used in the arbitral proceedings. In the absence of such agreement by the parties, the Arbitral Tribunal shall determine the language or languages of the arbitration. Unless otherwise agreed, all written statements, hearings, decisions and other correspondence of the Arbitral Tribunal shall be made in the language of the arbitration.

2. The Arbitral Tribunal may require the parties to submit their expert reports and other written evidence together with their translations in the language or languages agreed upon by the parties or determined by the Arbitral Tribunal.

3. The Arbitral Tribunal may make available a certified interpreter at the hearings where necessary.

## **APPLICABLE RULES OF LAW**

### **Article 24**

1. The Arbitral Tribunal shall make the Award in accordance with the provisions of the contract entered into by and between the parties and with the applicable rules of law chosen by the parties. Contractual provisions shall be interpreted and complemented in accordance with the commercial customs, traditions and established commercial practices under the applicable rules of law chosen by the parties. The applicable rules of law of a certain

state shall mean, unless otherwise agreed, directly applicable substantive law thereof, but not the rules of conflict of laws or rules of procedure.

2. Where the parties fail to agree upon the rules of law to be applied to the merits of the dispute, the Arbitral Tribunal shall apply the rules of substantive law which it finds to be most closely related with the dispute.

3. The Arbitral Tribunal shall assume the power of an amiable compositeur or decide *ex aequo et bono* only if the parties have agreed explicitly to give it such powers.

## **CONDUCT OF THE ARBITRATION**

### **Article 25**

1. The Arbitral Tribunal and the parties shall make every effort to conduct the arbitration in an efficient and cost-effective manner.

2. The Arbitral Tribunal, after consulting the parties, may adopt such procedural measures as it considers appropriate in order to ensure effective case management. to ensure this, the Arbitral Tribunal shall convene a case management conference and establish the procedural timetable. Case management conference may be conducted through participation in person of the Arbitral Tribunal and the parties or through appropriate means of communication.

3. The parties undertake to accept the decisions of the Arbitral Tribunal.

4. Unless otherwise agreed, the parties shall be entitled to amend or expand their claims and pleas during the arbitral proceedings. However, the Arbitral Tribunal may, in its discretion, not allow such amendments or expansions having regard to the delay in making it, prejudice to other parties or any other circumstances.

5. Neither claims nor pleas shall be amended or expanded in such a manner to fall outside the scope of the arbitration agreement.

## **ESTABLISHING THE FACTS OF THE CASE**

### **Article 26**

1. In order to establish the facts of the case as needed for settlement of the dispute, the Arbitral Tribunal may ask the parties to submit their evidence, hear witnesses, conduct discovery and appoint experts.

2. After examining the written submissions of the parties and all documents relied upon, the Arbitral Tribunal may hold a hearing either upon the request of any party or at its discretion.

## **HEARING THE WITNESSES**

### **Article 27**

The Arbitral Tribunal may decide to hear witnesses, experts appointed by the parties, or any other person in the presence of the parties, or in their absence only if such parties have been duly summoned but failed to appear without stating any valid excuse.

## **EXPERTS REPORT AND DISCOVERY**

### **Article 28**

1. The Arbitral Tribunal, after consultation with the parties, may appoint one or more experts for discovery or examination, define their terms of reference, and receive their reports.

2. The Arbitral Tribunal may, upon the request of a party, give the parties during the hearing an opportunity to question any such expert appointed by the Arbitral Tribunal.

## **SUBMISSION OF ADDITIONAL EVIDENCE**

### **Article 29**

1. At any time during the proceedings, the Arbitral Tribunal may require any party to submit additional evidence within a suitable period of time.

2. The parties shall provide the required evidence to the Arbitral Tribunal within the granted period of time and explain the relevance of such evidence.

3. The Arbitral Tribunal may deny such evidence if it considers it irrelevant to the dispute or if it believes that more relevant evidence is available.

## **CONSERVATORY AND INTERIM MEASURES**

### **Article 30**

1. Unless the parties have otherwise agreed, after the file has been transmitted to it, the Arbitral Tribunal may, at the request of a party, order any interim or conservatory measure it deems appropriate.

2. The Arbitral Tribunal may condition the granting of any measure on the requesting party's submission of a deposit in an amount appropriate to cover the damages which the other party may suffer as a result of such measure.

3. Before the file is transmitted to the Arbitral Tribunal, or after receipt of the file by the Arbitral Tribunal in certain circumstances, the parties may apply to any competent judicial authority for interim or conservatory measures. The application of a party to a judicial authority for such measures, or for implementation of any such measures ordered by an Arbitral Tribunal, shall not be deemed to be an

infringement or waiver of the arbitration agreement and shall not affect the relevant powers reserved to the Arbitral Tribunal by the Rules and applicable law.

4. The Secretariat shall be notified immediately of any application for a conservatory or interim measure and of any conservatory or interim measure granted by a judicial authority. The Secretariat shall inform the Arbitral Tribunal of such circumstances.

## **DECISION ON THE BASIS OF DOCUMENTS**

### **Article 31**

Unless any of the parties makes a written request for a hearing, the Arbitral Tribunal may decide the case solely on the documents submitted by the parties.

## **HEARINGS**

### **Article 32**

1. Unless otherwise agreed upon by the parties or the Arbitral Tribunal hearings shall be held at the place determined by ITOTAM Article 22 of the Rules is reserved.

2. The Arbitral Tribunal has the authority to conduct the hearings.

3. When a hearing is to be held, the Arbitral Tribunal shall, by giving reasonable notice, summon the parties to appear before it on the day and at the time and place it determines.

4. If any of the parties, although duly summoned, fails to appear without providing a valid excuse, the Arbitral Tribunal shall have the power to proceed with the hearing in the absence of that party.

5. All parties shall be entitled to be present at the hearings. Unless the parties agree otherwise, the hearings shall be confidential. Persons not involved in the proceedings shall not be admitted without the approval of the Arbitral Tribunal and the parties.

6. The parties may appear at the hearings in person or through duly authorized representatives. The parties may bring their advisers to the hearings.

7. Minutes shall be kept during all hearings and shall be signed by the Arbitral Tribunal. Each party shall receive a copy of the minutes.

## **CLOSURE OF THE PROCEEDINGS**

### **Article 33**

When the Arbitral Tribunal is satisfied that the parties have had a reasonable opportunity to present their cases, it shall declare the proceedings closed. Thereafter, unless requested or authorized by the Arbitral Tribunal, no further submissions or arguments may be made and no further evidence may be produced.

## **AMICABLE SETTLEMENT**

### **Article 34**

If the parties reach an amicable settlement of the dispute after the case file has been transmitted by the Secretariat to the Arbitral Tribunal, the amicable settlement may be drafted in the form of an Award upon the request of the parties and upon acceptance of such request by the Arbitral Tribunal.

**CHAPTER VI.**  
**TIME LIMIT FOR THE AWARD AND**  
**ARBITRAL AWARDS**

**PART 1: TIME LIMIT FOR THE AWARD**

**TIME LIMIT FOR THE AWARD**

**Article 35**

1. Unless the parties agree otherwise, the sole arbitrator or the Arbitral Tribunal shall render its final Award within one year of the date on which the sole arbitrator notified the Secretariat of its acceptance to serve as an arbitrator or the Arbitral Tribunal kept the minutes of its first meeting.

2. The time limit for the award may be extended upon an agreement by the parties, or failing such agreement, pursuant to a reasoned written request by the Arbitral Tribunal, or at the Arbitration Court's ex officio discretion. Decisions made by the Arbitration Court shall be final.

**PART 2: ARBITRAL AWARD**

**CONTENT OF THE AWARD**

**Article 36**

1. The Award shall contain the following:

a) Full names, titles and addresses of the parties, their representatives (if any), and their counselors (if any);

b) Legal grounds and reasons on which the Award is based, as well as the amount of awarded compensation if the claim involves a claim for compensation;

c) Place of arbitration and date of the Award;

ç) Full names, signatures and dissenting opinions of the members of the Arbitral Tribunal or the sole arbitrator; and

d) A Statement that the parties are entitled to apply to have the Award set aside.

e) The arbitration costs and the matters on the distribution of costs.

2. The parties may request sending of the Award to an appropriate court, provided they pay the relevant costs.

## **MAKING OF THE AWARD**

### **Article 37**

1. When the Arbitral Tribunal is composed of more than one arbitrator, an Award is rendered by a majority decision. Where there is no majority, the Award shall be made by the chairman of the Arbitral Tribunal.

2. Unless the parties agree otherwise in writing, the reasons upon which the Award is based shall be stated.

3. The Award shall be disclosed to the parties by the sole arbitrator or the chairman of the Arbitral Tribunal.

4. The Award shall be deemed to be made at the place of the arbitration and on the date stated therein.

## **PART 3: NOTIFICATION OF THE AWARD TO THE PARTIES**

### **NOTIFICATION OF THE AWARD**

#### **Article 38**

1. An original copy of the Award made subject to these Rules shall be presented to the Secretariat.

2. Once an Award has been made, the Secretariat shall notify to the parties the text of the Award signed by the Arbitrators, on the condition that all costs of the arbitration have been paid by all or one of the parties.

3. The parties may at any time request from the Secretariat additional certified copies of the Award. Additional copies shall not be given to anyone other than the parties.

4. The Arbitral Tribunal and the Secretariat shall assist the parties in complying with whatever formalities may be necessary for the arbitration proceedings.

5. The Award shall be binding on the parties.

### **CORRECTION, INTERPRETATION OF THE AWARD AND ADDITIONAL AWARD**

#### **Article 39**

1. The Arbitral Tribunal may, on its own initiative, correct computational, typographical, or any other errors of a similar nature contained in the Award. The correction shall be made within 15 days following the date the Award was rendered.

2. Each party may, within 15 days of receipt of the Award, apply to the Secretariat for the correction of an error of the kind referred to in Article 39(1) above, or for the interpretation of an Award. This application shall be transmitted to the Arbitral Tribunal and to the other party. The Arbitral Tribunal shall grant the other party a time limit not exceeding 15 days for the submission of any comments thereon.

3. After expiration of the time limits set forth in Article 39(2) above, the Arbitral Tribunal shall issue its decision within 30 days on whether to correct or to interpret the Award.

4. Each party may, within 30 days of receipt of the Award, with notice to the other party, may request to make an additional award as to claims presented in the arbitral proceedings but not decided by the arbitral tribunal.

5. The decision to correct, to interpret the Award or the additional award shall be notified to the parties and shall be deemed an addendum to the Award and shall constitute part of the Award.

## **PART 4: ENFORCEABILITY OF THE AWARD**

### **BINDING NATURE AND ENFORCEABILITY OF THE AWARD**

#### **Article 40**

1. The Award shall be binding upon the parties on the date on which it was made.

2. The Arbitral Tribunal shall work diligently to ensure that its Award will be enforceable.

3. If the court sets aside an Award, the parties shall be entitled to appoint an Arbitral Tribunal composed of the same or different arbitrators to resolve the dispute.

## **CHAPTER VII. ARBITRATION COSTS**

### **SCOPE OF THE ARBITRATION COSTS**

#### **Article 41**

1. The costs of the arbitration shall include the fees and expenses of the arbitrators, and the administrative expenses fixed by the Secretariat in accordance with the Tariff in force at the time of the commencement of the arbitral proceedings.

2. Arbitration costs also include the fees and expenses of any experts appointed by the Arbitral Tribunal and the reasonable legal and attorney fees and other costs for the arbitration incurred by the parties during the arbitral proceedings.

3. The Arbitration Court may, depending on the circumstances, fix the fees of the arbitrators at a higher or lower figure than the ones set forth in the Tariff. Decisions on costs other than those fixed by the Secretariat may be made by the Arbitral Tribunal at any time during the proceedings.

4. The final Award shall fix the costs of the arbitration and decide which of the parties shall bear them or in what proportion they shall be borne by the parties.

## **ADVANCE TO COVER THE COSTS OF THE ARBITRATION**

### **Article 42**

1. After receipt of the Request, the Secretariat shall fix the advance on costs in an amount to cover the fees and expenses of the arbitrators and the administrative costs for the claims and counterclaims made by the parties.

2. The advance on costs fixed by the Secretariat shall be paid in equal shares by the Claimant and the Respondent.

3. This amount of advance may be subject to adjustment at any time during arbitration proceedings.

4. Where one or more counterclaims are submitted, the Secretariat may fix separate advances on costs for each counterclaim.

5. When the Secretariat has fixed separate advances on costs for each of the parties, each of the parties shall pay the advance on costs corresponding to its claims. If one of the parties fails to pay its share, the other party shall be free to pay the whole of the advance on costs.

6. If the advance on costs is not paid, the Secretariat shall suspend the proceedings and set an additional time limit of 15 days for payment. If the advance on costs is not paid within this additional period of time, the Secretariat shall notify the Arbitral Tribunal and the Arbitral Tribunal shall terminate the proceedings.

7. Under such circumstances, a party may initiate an arbitration proceeding at a later date for the same claims or counterclaims.

## **CHAPTER VIII. FINAL PROVISIONS**

### **WAIVER OF THE RIGHT TO RAISE OBJECTION**

#### **Article 43**

A party which proceeds with the arbitration without raising its objection to a failure to comply with any provision of the Arbitration Rules of ITOTAM, or of any other rules applicable to the proceedings, any order given by the Arbitral Tribunal, or any requirement under the arbitration agreement or arbitration clause relating to the constitution of the Arbitral Tribunal or the conduct of the proceedings, shall be deemed to have waived its right to object. This rule shall not constitute the breach of the principle of equal treatment of the parties set forth in Article 21 above.

### **PROTECTION OF TRADE SECRETS AND CONFIDENTIALITY**

#### **Article 44**

1. The Arbitral Tribunal shall take appropriate measures to ensure the protection of trade secrets and confidential information disclosed during the arbitral proceedings.

2. The parties, arbitrators, members of the Arbitration Court, Secretariat personnel, witnesses, experts and everyone involved in the arbitration administered by ITOTAM in any capacity whatsoever, shall be obliged to keep the arbitral proceedings confidential. Persons acting on behalf of the parties during the proceedings shall also be obliged to keep the arbitral proceedings confidential.

## **PUBLICATION OF THE AWARDS**

### **Article 45**

Arbitration Awards shall not be published unless both the parties and the Arbitration Court issue a written consent. Any public disclosure for which such written consent is issued shall not reveal the identities of the parties, their legal counsel, the arbitrators, or information about the arbitral proceedings.

## **LIMITS OF LIABILITY**

### **Article 46**

With the exception of malicious conduct or gross negligence, arbitrators, the Arbitration Court and its members, and personnel of the Secretariat shall not be held liable for their acts or faults in the course of the arbitral proceedings.

## **CHAPTER IX. EFFECTIVE DATE**

### **EFFECTIVE DATE**

#### **Article 47**

1. These Rules shall become effective upon approval of the Assembly of the Istanbul Chamber of Commerce.

2. These Rules shall be applied to arbitration requests that are made after the effective date. However, if the parties decided on the implementation of the Rules of Arbitration in effect on the date of conclusion of the arbitration agreement, then the Rules that were in effect on the date of arbitration agreement shall be applied to the arbitral proceedings.

**ANNEX I**

**INTERNAL REGULATION  
ON THE STRUCTURE AND  
WORKING PRINCIPLES OF THE  
ARBITRATION COURT AND  
SECRETARIAT**

**OF THE ISTANBUL CHAMBER  
OF COMMERCE ARBITRATION  
CENTER**

## CONTENTS

<b>Chapter I. Scope and Definitions .....</b>	<b>41</b>
Article 1: Scope .....	41
Article 2: Definitions .....	41
<b>Chapter II. Arbitration Court.....</b>	<b>42</b>
Article 3: Arbitration Court .....	42
Article 4: Composition of the Court and Appointment of Its Members .....	42
Article 5: Meetings and Resolutions of the Court	44
Article 6: Tasks of the Court .....	45
Article 7: Confidentiality of Activities.....	46
<b>Chapter III. Arbitrators and Preparation of the List of Arbitrators .....</b>	<b>47</b>
Article 8: Necessary Qualifications of the Arbitrators .....	47
Article 9: Restrictions on Becoming an Arbitrator ...	48
Article 10: Preparation of the List of Arbitrators ...	49
Article 11: Procedure for Appointment of Arbitrators by the Court .....	49
<b>Chapter IV. Secretariat.....</b>	<b>50</b>
Article 12: General Secretary and Deputy Secretary General.....	50
Article 13: Working Principles of the Secretariat ...	51
Article 14: Tasks of the Secretariat .....	51
<b>Chapter V. Final Provisions.....</b>	<b>52</b>
Article 15: Effective Date.....	52

# CHAPTER I. SCOPE AND DEFINITIONS

## SCOPE

### Article 1

The purpose of this Internal Regulation is to establish the working principles of Arbitration Court and Secretariat of the Arbitration Center of the Istanbul Chamber of Commerce (ITOTAM).

## DEFINITIONS

### Article 2

In this Internal Regulation:

a) “Arbitration Court” means the Arbitration Court of ITOTAM;

b) “General Secretary” means the chief manager of the unit where the Secretariat services of ITOTAM are being conducted;

c) “ICOC” means the Istanbul Chamber of Commerce;

ç) “ITOTAM Arbitration Rules” means the Arbitration Rules of the Istanbul Chamber of Commerce Arbitration Center;

d) “ITOTAM” means the Istanbul Chamber of Commerce Arbitration Center;

e) “Secretariat” means the unit where the secretarial services of ITOTAM and Court are being conducted; and

f) “Regulation” means the Internal Regulation on the Structure and Working Principles of the Arbitration Court and Secretariat of ITOTAM.

## **CHAPTER II. ARBITRATION COURT**

### **ARBITRATION COURT**

#### **Article 3**

Arbitration Court is a board independent from the Istanbul Chamber of Commerce and its bodies and the function of which is to provide for the resolution of commercial disputes in accordance with the Arbitration Rules of ITOTAM through an arbitrator or an arbitral tribunal. Arbitration Court does not have jurisdiction with respect to the resolution of a dispute.

### **COMPOSITION OF THE COURT AND APPOINTMENT OF ITS MEMBERS**

#### **Article 4**

1. The Arbitration Court shall be composed of five principal members. Two substitute members shall also be appointed to the Court.

2. Members of the Arbitration Court shall be determined by the Board of Directors of ICOC and presented for the approval of the Assembly of the Chamber. Both the principal and substitute members shall have knowledge of and experience with the Law of Obligations, Commercial Law, International Private Law, Civil Procedure Law, or National and International Arbitration Law and their implementation.

3. Members of the Arbitration Court shall be elected among reputable and experienced people who have practiced or are practicing law, including current or retired academic members or lecturers of law schools, retired judges, attorneys or legal counselors.

4. At least two members elected to the Arbitration Court must have a good command of English language.

5. The office term of the members shall be four years. Members whose office terms have expired may be re-elected. If a membership position becomes vacant due to death, loss of mental capacity, conviction of infamous crime, failure to attend three consecutive meetings without a valid excuse, physical or mental illness which prevents performance of the duty as an arbitrator, or resignation, the Chairman of the Arbitration Court shall appoint one of the substitute members to hold the vacant position for the remainder of the office term. The Chairman of the Arbitration Court shall notify the Board of Directors of the ICOC of such replacements as soon as possible.

6. Members of the Arbitration Court shall elect among themselves a Chairman and a Vice-Chairman by majority vote. In the absence of the Chairman, meetings of the Arbitration Court shall be directed by the Vice-Chairman. Good command of a foreign language is a prerequisite for election as Chairman or Vice-Chairman.

7. Members of the Arbitration Court shall not act as arbitrators or party representatives in disputes to be settled under the Arbitration Rules of ITOTAM.

8. Persons who are elected to serve at the bodies of ICOC cannot become a member of the Arbitration Court and cannot serve as arbitrators or party representatives in disputes concerning them or concerning any institutions, organizations or businesses to which they are assigned or with which they have a beneficial relationship.

9. Consultants of the ICOC may become a member of the Arbitration Court or serve as an arbitrator. ICOC personnel other than the consultants cannot become a member of the Arbitration Court or serve as an arbitrator.

10. A reasonable attendance fee shall be paid to the members of the Arbitration Court for each meeting held at the headquarters of ITOTAM.

## **MEETINGS AND RESOLUTIONS OF THE COURT**

### **Article 5**

1. As a rule, Arbitration Court meetings shall be held upon the invitation of the Chairman or Vice-Chairman. Court meetings shall be held at a convenient place at ITOTAM.

2. Arbitration Court meetings may be held with a quorum of three members. Resolutions shall be passed by majority vote. The General Secretary or Deputy Secretary General may attend meetings upon an invitation by the Chairman of the Arbitration Court, but shall not be entitled to vote.

3. With regard to specific issues determined by the Arbitration Court, the Chairman or Vice-Chairman may be authorized to resolve such specific issues on behalf of the Arbitration Court. In such circumstances, relevant resolutions shall be submitted to the Arbitration Court for approval at the next meeting.

4. The Arbitration Court may also pass resolutions by means of written correspondence or electronic communication. Resolutions passed via electronic communication shall be put in writing as soon as possible.

5. In order to deal with specific issues, the Arbitration Court may form one or more committees composed of its members. The Arbitration Court may grant these committees the authority to decide on certain issues. Decisions made by committees shall be provided to the Arbitration Court at its next meeting.

6. Secretarial services for the Arbitration Court shall be provided by the Secretariat of ITOTAM.

## **TASKS OF THE COURT**

### **Article 6**

The primary tasks of the Arbitration Court are as follows:

1. Approving the appointment of an arbitrator or arbitrators;

2. Appointing one or more arbitrators where the parties fail to agree upon one or more arbitrators;

3. Appointing a new arbitrator to replace an arbitrator who can no longer perform his duties as a result of death, loss of mental capacity, challenge, resignation, or other circumstances;

4. Where necessary, determining the fees of the arbitrators in accordance with the Tariff;

5. Preparing Tariffs on arbitration costs and arbitrators' fees and submission of such Tariffs to the Board of Directors of the ICOC for approval;

6. Upon request of the Secretariat, examining any problems related to the Arbitration Rules of ITOTAM and preparation of a legal opinion thereof;

7. Cooperating with the ITOTAM in order to follow developments in the fields of national and international arbitration, and to propose amendments or updates for the Arbitration Rules of ITOTAM;

8. Making all possible efforts to maintain the respectability of the Arbitration Rules of ITOTAM and to ensure the enforcement of the arbitration awards;

9. Reviewing any challenges to the existence, validity or content of arbitration agreements or clauses, with decisions based on prima facie evidence;

10. Deciding on publication of the arbitral awards within the scope of the principle of confidentiality;

11. Deciding on challenges to arbitrators;

12. Deciding on extension of the time limit for rendering an award;

13. Performing any other tasks assigned to the Arbitration Court in accordance with the Arbitration Rules of ITOTAM; and;

14. Determining the fees with regard to use of hearing rooms and other services for arbitrations not subject to ITOTAM Arbitration Rules.

## **CONFIDENTIALITY OF ACTIVITIES**

### **Article 7**

1. Meetings of the Arbitration Court are confidential. Only members of the Arbitration Court and the General Secretary and/or Deputy Secretary General shall be allowed to attend meetings. Third parties may be allowed to attend meetings upon approval from the Chairman at his discretion on the grounds of a justified reason. Any third party approved to attend meetings shall respect the rule of confidentiality of the meetings.

2. Documents submitted to the Arbitration Court shall be reviewed only by the members of the Arbitration Court and the personnel of the Secretariat.

## **CHAPTER III. ARBITRATORS AND PREPARATION OF THE LIST OF ARBITRATORS**

### **NECESSARY QUALIFICATIONS OF THE ARBITRATORS**

#### **Article 8**

There are two groups of arbitrators available at ITOTAM:

1. Arbitrators other than those with a commercial/business background:

The necessary qualifications for arbitrators taking part in arbitral proceedings shall be determined by the Arbitration Court.

a) A person must be at least 30 years old and meet the necessary qualifications to become an arbitrator.

b) In order to become an arbitrator,

aa) A person must have graduated with a degree in law, economics, business or political science from a university and must have served as an arbitrator or a lawyer for a period of at least 5 years. Exceptions may be made for persons who have at least 10 years of professional experience and have worked for national or international arbitration practices. In principle, the list of jurist arbitrators shall be composed of academics. However, the list may also include lawyers specialized in arbitration, provided that the number of such lawyers does not exceed  $\frac{1}{4}$  of the number of the academics on the list.

bb) Persons who have worked as a legal consultant at private or public establishments or institutions or commercial enterprises for a period of at least 5 years may become arbitrators.

cc) Persons wishing to become arbitrators must submit a document from their employer stating that they may serve as an arbitrator.

çç) Persons wishing to serve as arbitrators must agree to allocate the necessary time for arbitral proceedings.

2. Arbitrators with a commercial/business background:

The arbitrators who are merchants and will serve as an arbitrator at the arbitral proceedings shall be appointed by the Board of Directors of the ICOC. The arbitrators who are merchants shall have the necessary knowledge and experience regarding arbitration.

In order to become an arbitrator, the conditions set forth in article 5 of the Regulation on Procedure and Principles for Preparation of the Arbitrator, Expert and Appraiser Lists at the Chambers and Stock Exchanges shall be met.

## **RESTRICTIONS ON BECOMING AN ARBITRATOR**

### **Article 9:**

1. Persons who were appointed to any ICOC bodies by election cannot serve as arbitrators in disputes that concern them or any establishments, institutions or enterprises to which they are assigned or with which they have a beneficial relationship.

2. ICOC personnel other than the consultants cannot become a member of the Arbitration Court or serve as an arbitrator.

## **PREPARATION OF THE LIST OF ARBITRATORS**

### **Article 10**

1. The List of Arbitrators shall be determined by the Board of Directors of ICOC by reviewing the suggestions of the Arbitration Court of possible candidates who meet the qualifications set forth in Article 8 and Article 9 of the Internal Regulation.

2. The List of Arbitrators determined by the Board of Directors of ICOC shall be submitted to the Assembly of the Istanbul Chamber of Commerce for approval.

3. The approved arbitrators shall be asked whether or not they accept the duty to serve as an arbitrator. If no response is provided within 15 days of being asked, then the potential arbitrator will be deemed to have not accepted the duty to serve as an arbitrator.

4. All affirmative responses from approved arbitrators will be used to compile an official List of Arbitrators, which shall be displayed at ITOTAM .

5. Any changes made to the List of Arbitrators are subject to the procedures set forth in this Article 10.

## **PROCEDURE FOR APPOINTMENT OF ARBITRATORS BY THE COURT**

### **Article 11**

1. In cases where the arbitrator or arbitrators cannot be appointed by the parties, the Arbitration Court shall appoint the arbitrator or arbitrators within 30 days of being notified of the situation by the Secretariat.

2. The arbitrators appointed by the Arbitration Court shall be asked whether or not they accept the duty to serve as an arbitrator. If no response is provided within 15 days of being asked, then the potential arbitrator will be deemed to have not accepted the duty to serve as an arbitrator. In such cases, another appointment shall be made in accordance with the procedure set forth in Article 11(1).

## **CHAPTER IV. SECRETARIAT**

### **GENERAL SECRETARY AND DEPUTY SECRETARY GENERAL**

#### **Article 12**

1. Secretarial services for ITOTAM shall be conducted by a General Secretary and Deputy Secretary General, who preferably will have a masters or doctoral degree in law, and by an adequate number of qualified personnel. The General Secretary and Deputy Secretary General must have good command of oral and written English.

2. The General Secretary, Deputy Secretary General and personnel of the General Secretariat shall be appointed by the Board of Directors of ICOC from among the personnel of the Chamber.

3. The ITOTAM Secretariat shall carry out its duties at an office to be provided by the Board of Directors of ICOC and which is suitable for arbitral proceedings.

## **WORKING PRINCIPLES OF THE SECRETARIAT**

### **Article 13**

The Secretariat is in charge of managing arbitration proceedings under supervision of the Arbitration Court and in accordance with the Arbitration Rules of ITOTAM. The Secretariat shall pay the necessary attention to and provide the required secretarial services for the arbitral proceedings.

## **TASKS OF THE SECRETARIAT**

### **Article 14**

The tasks of the Secretariat are as follows:

1. As soon as possible following the receipt of the request for arbitration, determining the amount of advance for the arbitration costs which will be obtained from the claimant and the respondent;
2. Transmitting the submissions and documents submitted by the parties and the awards rendered by the arbitrator or arbitral tribunal during the arbitral proceedings;
3. Calling for Arbitration Court meetings upon the request of the Chairman or Vice-Chairman of the Arbitration Court and determining the meeting agenda;
4. Keeping the minutes of the Arbitration Court meetings, and writing down and preserving the Arbitration Court resolutions;
5. Submitting the arbitral awards for examination by the researchers and publishing the arbitral awards in accordance with the scope of the decision to be taken by the Arbitration Court. For scientific research, after obtaining the opinion of

the General Secretary and in accordance with the purpose of the research, the Chairman and Vice-Chairman shall determine which documents will be shown to the researchers and how the arbitral awards will be published. Researchers who obtain permission to review the documents shall comply with the principle of confidentiality and shall provide a written statement that they will not publish any documents they have reviewed without the written permission of the Secretary General.);

6. Upon payment of the relevant costs, transmitting the arbitral awards to the parties, submitting them to the Arbitration Court, and preserving them;

7. Following Turkish and foreign legislation on arbitration, organizing meetings, conferences, symposiums and other similar meetings regarding national and international arbitration law, and attending national and international meetings relating to arbitration law;

8. Establishing a documentation center regarding national and international arbitration; and

9. Carrying out other tasks assigned by the Arbitration Court and the General Secretary or Deputy Secretary General.

## **CHAPTER V. FINAL PROVISIONS**

### **EFFECTIVE DATE**

#### **Article 15**

This Internal Regulation shall become effective upon the approval of the Assembly of the Istanbul Chamber of Commerce.

## **ANNEX II**

# **ISTANBUL CHAMBER OF COMMERCE ARBITRATION CENTER (ITOTAM) REGULATION ON ARBITRATION COSTS**

## CONTENTS

Article 1: Subject and Scope.....	55
Article 2: Work Covered by the Fee of Arbitrator .....	55
Article 3: Fee of the Chairman.....	56
Article 4: Cases Where No Fee or Only Partial Fee Will Be Paid .....	56
Article 5: Fees in Cases Where No Decision Can be Rendered due to Non-Existence of Subject Matter, Waiver, or Settlement..	57
Article 6: Arbitrator's Fee in Case of Partial Award.....	57
Article 7: Retrial of the Case by the Arbitrator as a Result of Setting Aside the Arbitral Award.....	58
Article 8: Advance on Costs .....	59
Article 9: Date of Entitlement for the Fee .....	59
Article 10: Distribution of Arbitrator's Fees .....	60
Article 11: Fee Tariff .....	60
Article 12: Effective Date.....	60

## **SUBJECT AND SCOPE**

### **Article 1**

1. The administrative costs and arbitrator fees included in the Tariff attached to this Regulation shall be applied to the proceedings to be conducted in accordance with the Arbitration Rules of ITOTAM. The Tariff shall be determined by the Board of Directors of the ICOC and shall be submitted for the approval of the Assembly of the ICOC. Amendments made to the Tariff are subject to the same procedure.

2. The provisions of this Tariff shall not be applicable in cases of expiration of the term of office of one of the arbitrators, resignation of an arbitrator due to not being able to legally or de facto fulfill his duty on time, or termination of an arbitrator's authority to serve by the agreement of the Parties or an Arbitration Court decision.

3. The provisions of this Tariff shall not be applied to matters which cannot be appraised by a monetary value. In such cases, the arbitrators' fee is determined by the Arbitration Court.

4. According to this Regulation, no fee agreement can be executed by and between the parties and the arbitrator.

## **WORK COVERED BY THE FEE OF ARBITRATOR**

### **Article 2**

1. The arbitrator fees included in the Tariff cover the work performed from the date of commencement of the arbitral proceedings up until the final arbitral award is rendered.

2. No additional fees shall be payable in case of correction, interpretation of the award and of additional award.

## **FEE OF THE CHAIRMAN**

### **Article 3**

In cases where the proceedings are conducted by an arbitral tribunal, the fee of the chairman of the arbitral tribunal shall be calculated as ten per cent more than the arbitrator fee to be paid to each of the arbitrators.

## **CASES WHERE NO FEE OR ONLY PARTIAL FEE WILL BE PAID**

### **Article 4**

1. The fee to be paid in cases of termination of an arbitrator or arbitral tribunal due to lack of jurisdiction shall be determined by the Arbitration Court.

2. No arbitrator fee shall be paid if an arbitrator does not fulfill his duty, resigns, or is challenged.

3. The fee of the arbitrator or arbitral tribunal shall be determined by the Arbitration Court in cases where the arbitral proceedings are terminated because the statement of claim is not submitted on time, deficiencies in the statement of claim are not corrected within the time granted, or the advance stipulated for the proceedings is not paid.

4. If the arbitral proceedings are terminated for any of the following reasons, then one fourth of the arbitrators' fees shall be awarded. However, when deemed necessary, the arbitrators' fees shall be determined by the Arbitration Court:

a) The claimant withdraws its case;

b) The proceedings are terminated by the agreement of the parties;

c) The arbitrator or arbitral tribunal considers the continuation of the proceedings to be impossible or unnecessary; or

ç) The arbitral award is not rendered unanimously despite the unanimity principle agreed on in the arbitration agreement.

## **FEES IN CASES WHERE NO DECISION CAN BE RENDERED DUE TO NON-EXISTENCE OF SUBJECT MATTER, WAIVER, OR SETTLEMENT**

### **Article 5**

In cases where no decision can be rendered due to non-existence of the subject matter of the case, waiver, or settlement:

a) If the proceedings are terminated before the arbitrator or arbitral tribunal grants a period of time to the parties to submit their evidence, then half of the fee determined in the Tariff shall be awarded.

b) If the proceedings are terminated after the arbitrator or arbitral tribunal grants a period of time to the parties to submit their evidence, then the whole fee shall be awarded.

## **ARBITRATOR'S FEE IN CASE OF PARTIAL AWARD**

### **Article 6**

1. In cases where the arbitrator or arbitral tribunal renders a partial award, then the fee shall be determined in accordance with the amount of dispute which is the subject matter of the partial award.

2. In case the partial award is rendered as a final award, then the whole fee determined in the tariff shall be awarded.

## **RETRIAL OF THE CASE BY THE ARBITRATOR AS A RESULT OF SETTING ASIDE THE ARBITRAL AWARD**

### **Article 7**

If an arbitral award has been successfully set aside and such decision has not been appealed or

If an arbitral award has been set aside on any of the following grounds:

a) appointment of the arbitrators was not made in accordance with the procedures set forth in the Arbitration Rules of ITOTAM;

b) the arbitrator or arbitral tribunal's decision as to its jurisdiction is found to be against the law;

c) the arbitrator or arbitral tribunal rendered an award for matters beyond the scope of the arbitration agreement or did not render an award for all of the request;

ç) the arbitrator or arbitral tribunal exceeded its jurisdiction

d) the pursue of the arbitration proceeding in a way to affect the substance of the award in violation of the procedural rules;

e) the principle of equal treatment was not observed; or

f) the award is against public policy,

Unless otherwise agreed by the parties, if re-appointment of the former arbitrator or arbitral tribunal is in question, then one fourth of the fee written in the Tariff shall be awarded.

## **ADVANCE ON COSTS**

### **Article 8**

1. Claimant shall pay the filing fee set forth in the Tariff when it submits its Request for arbitration. The filing fee paid by Claimant cannot be reimbursed.

2. After receipt of the Request, the Secretariat shall fix the advance on costs in an amount likely to cover the fees and expenses of the arbitrators and the administrative costs for the claims and counterclaims which have been brought by the parties. The advance on costs fixed by the Secretariat shall be paid in equal shares by the Claimant and the Respondent.

3. If the advance on costs to be paid by the Respondent is not paid, then the whole amount of advance may be paid by the Claimant within a reasonable period of time to be determined by the Secretariat.

4. If the advance on costs is not paid, Article 11 of the Arbitration Rules of ITOTAM shall be applied.

5. All amounts pertaining to advances on costs may be subject to readjustment by the Arbitration Court at any time during the arbitral proceedings.

6. The portion of the amount of administrative expenses that has not been spent shall not be reimbursed to the parties.

## **DATE OF ENTITLEMENT FOR THE FEE**

### **Article 9**

Arbitrators shall become entitled to the fees upon termination of the arbitral proceedings.

## **DISTRIBUTION OF ARBITRATOR'S FEES**

### **Article 10**

The arbitrator fees determined in accordance with the Tariff shall be distributed among the arbitrators in accordance with Article 3.

## **FEE TARIFF**

### **Article 11**

The arbitrator fees shall be determined in accordance with the Tariff in force on the date when the arbitration proceedings are initiated.

## **EFFECTIVE DATE**

### **Article 12**

This Regulation shall become effective upon the approval of the Assembly of the Istanbul Chamber of Commerce.

***Note:** These Rules are prepared for Istanbul Chamber of Commerce and the rights on the work are reserved pursuant to the Law on Intellectual Property Rights numbered 5846.*

**ISTANBUL CHAMBER OF COMMERCE ARBITRATION CENTER**  
**ADMINISTRATIVE COST TARIFF**

<b>AMOUNT IN DISPUTE (₺)</b>	<b>REGISTRATION FEE (₺)</b>	<b>ADVANCE ON ADMINISTRATIVE COSTS (₺)</b>
Up to 10.000	400	400
10.001 - 50.000	400	400 + 1.5% of the amount over 10.000
50.001 - 100000	400	1.000 + 1.1% of the amount over 50.000
100.001 - 250.000	400	1.550 + 0.8% of the amount over 100.000
250.001 - 500.000	400	2.750 + 0.5% of the amount over 250.000
500.001 - 1.000.000	400	4.000 + 0.2% of the amount over 500.000
1.000.001 and over	400	5.000 + 0.1% of the amount over 1.000.000

## ISTANBUL CHAMBER OF COMMERCE ARBITRATION CENTER

### ARBITRATORS FEE TARIFF

<b>AMOUNT IN DISPUTE (₺)</b>	<b>SOLE ARBITRATOR (₺)</b>	<b>THREE ARBITRATORS (₺)</b>
Up to 50.000	6.500	9.000
50.001 - 100000	6.500 + 8% of the amount over 50.000	9.000 + 10% of the amount over 50.000
100.001 - 250.000	10.500 + 6% of the amount over 100.000	14.000 + 8% of the amount over 100.000
250.001 - 500.000	19.500 + 5% of the amount over 250.000	26.000 + 7% of the amount over 250.000
500.001 - 1.000.000	32.000 + 4% of the amount over 500.000	43.500 + 6% of the amount over 500.000
1.000.001 - 3.000.000	52.000 + 3% of the amount over 1.000.000	73.500 + 5% of the amount over 1.000.000
3.000.001 - 5.000.000	112.000 + 2% of the amount over 3.000.000	173.500 + 4% of the amount over 3.000.000
5.000.001 - 10.000.000	152.000 + 1% of the amount over 5.000.000	253.500 + 2% of the amount over 5.000.000
10.000.001 and over	202.000 + 0.5% of the amount over 10.000.000	353.500 + 1% of the amount over 10.000.000







# İTÖTAM

İSTANBUL TİCARET ODASI TAHKİM MERKEZİ  
ISTANBUL CHAMBER OF COMMERCE ARBITRATION CENTER

İSTANBUL  
TİCARET  
ODASI 1882



ISTANBUL  
CHAMBER OF  
COMMERCE 1882