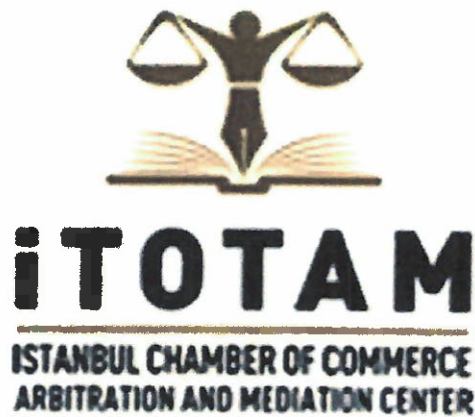


# MEMORANDUM OF UNDERSTANDING (MOU)



**BETWEEN**  
**ISTANBUL CHAMBER OF COMMERCE ARBITRATION AND**  
**MEDIATION CENTER (ITOTAM)**  
**AND**  
**The YEMEN INTERNATIONAL CENTER FOR COMMERCIAL**  
**ARBITRATION AND CONCILIATION (YICCAC)**

3<sup>rd</sup> November ' 2020



In this Memorandum of Understanding ("MoU");

"Memorandum of Understanding" refers to partnership arrangements in terms of contributions, rules and responsibilities between the following parties:

**PARTNERS TO THE SUBJECT**

This is a Memorandum of Understanding (MoU) drawn between , **Istanbul Chamber of Commerce Arbitration and Mediation Center (ITOTAM)**, Istanbul, Turkey (here-in-after referred to as "ITOTAM").

**The Yemeni International Center for Commercial Arbitration and Conciliation, Capital Secretariat, Sana'a, Yemen, (hereinafter referred to as "YICCAC")**

**WHEREAS**

**ITOTAM** is the **Istanbul Chamber Of Commerce Arbitration and Mediation Center** registered in Istanbul, Turkey in accordance with the Istanbul Chamber of Commerce Assembly decision on 16 October 2014.

**WHEREAS**

**YICCAC** is a **The Yemeni International Center for Commercial Arbitration and Conciliation** legally registered in the Republic of Yemen under the Chamber of Commerce and Industry-Capital Secretariat. in accordance with the Chamber of Commerce and Industry Act No. 23 on 2003.

Each a "Party" and together the "Parties.

**NOW THEREFORE:** Considering these legal and institutional relations. The Parties endeavoring to strengthen the cooperation in the field of Alternative Dispute Resolution services between each other, wish to enter into this Memorandum of Understanding (here-in-after referred to as "MoU") as follows –



## ARTICLE I

This MoU does not constitute a treaty or legislation, is not binding on either Party or any of its employees and does not supersede any existing or future laws, judicial decisions or policies. This MoU does not establish any rights and / or obligations in international law.

## ARTICLE II: OBJECTIVES OF THIS MEMORANDUM OF UNDERSTANDING (MOU)

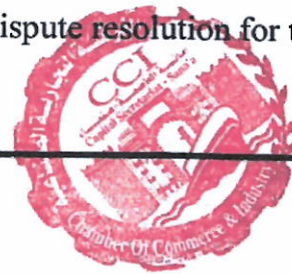
The objectives of this partnership are:

- a) To enhance the understanding of Alternative Dispute Resolution practices in Yemen and in Turkey, supporting their increasing multi-national and multi-dimensional dispute resolution services. The Parties desire that the cooperation facilitated by this MoU will further enhance their mutual goals and visions.
- b) To develop strategic areas of cooperation in arbitration by conducting joint activities, such as training and development programmes for and by relevant staff members, organize topical conferences and seminars, international outreach programmes, publications, etc.

## ARTICLE III: SCOPE OF THE MEMORANDUM OF UNDERSTANDING (MOU)

The Parties will promote and foster the communication between each other, encourage candid, open and regular discussions, as well as the exchange of views with regard to the legal and the judicial system, optimization of resources and other shared strategic objectives, which might include, but not be limited to:

- Exchange of ideas and development of innovative solutions to support the shared objectives of the Parties, including the use of smart technologies, Artificial Intelligence, Block chain and how to achieve best practices in business and customer service excellence, to streamline and optimize the delivery of Alternative Dispute Resolution services;
- Exploration of ways in which decisions from one Party might be enforced with the support of the other Party;
- Exchange the expertise and consultancies in the areas of arbitration and dispute resolution.
- Exchange the expertise and consultancies in arbitration training field and another areas related to.
- Knowledge sharing between two parties in regard with dispute resolution for the arbitration issues in ITOTAM and YICCAC



- Knowledge sharing among ITOTAM and YICCA about the operation, facilities and benefits of the other Party;
- Share research and insights into applicable, regulations and procedures, for the benefit of the legal community.

#### ARTICLE IV: THE ROLE OF PARTNERS IN THE EXECUTION OF THE MEMORANDUM OF UNDERSTANDING (MOU)

In Pursuit to this MOU, the Partners agree as follows:

- a) This agreement commenced on 15-11-2020 after the signing of the Agreement between ITOTAM and YICCAC for a period of 2 years after which the parties shall agree again on whether to continue with the terms and conditions of this MOU;
- b) In order to carry out and fulfill the aims of this agreement, each party will appoint an appropriate person(s) to represent its organization and to coordinate the implementation of activities.
- c) The partners or their representatives shall provide membership to each party.

#### ARTICLE V: COPYRIGHT

Once signed, this MoU shall be considered a public document, and each Party is allowed to publish its contents through its usual external communication channels. Upon the prior written consent from the other Party, the Parties may publish the achievements of their cooperation on their websites and in any other forums open for such publicity.

#### ARTICLE VI: LIABILITY

This MOU shall not arise any responsibility of parties, nor shall it present a ground for a claim or demand from the other party having financial nature.

#### ARTICLE VII: CONFIDENTIALITY

Each partner shall not, while performing the Work or at any time thereafter utilize in any manner prejudicial to or incompatible with the interests of ITOTAM and YICCAC any information of restricted or confidential nature which may come to its knowledge in connection with the performance of this MOU. However any information arising from this work is the property of the 2 (two) parties and should be made available on request to partners and target communities for the benefit of the parties.



#### ARTICLE VIII: PRIVILEGES AND IMMUNITIES

Terms and conditions relevant to financing matters between ITOTAM and with YICCAG shall apply and wherever relevant shall take precedent over this MOU in a separate agreements between two parties.

#### ARTICLE X: VALIDITY OF THIS MEMORANDUM OF UNDERSTANDING

The terms of this Memorandum of Understanding (MoU) shall come into effect from the date of signing and will be reviewed after every .....2..... years or whenever there is need to make any revisions. Should circumstances warrant the variation in this agreement, either party shall have authority to revise the agreement in consultation with the other parties and after issuing a 3 month notice to the other parties take action as agreed during the consultation between the parties.

#### ARTICLE XI: AMENDMENTS.

Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU. Any differences that may arise between the two Parties in the interpretation and implementation of this MoU shall be settled through friendly consultations and negotiations.

This MoU may be revoked at any time by either Party with three-month's prior notice in writing to the other Party.

#### ARTICLE XII: SWORN STATEMENT.

We have read and understood the content of this MOU and that the information furnished herein is accurate to the best of our knowledge.


APPENDIX 1: If needed.



**ARTICLE XIII:**

This MoU has been drafted and executed separately in two (2) copies in English and is signed in Yemen , Turkey on 03-11- 2020.

**THIS MEMORANDUM OF UNDERSTANDING (MoU) IS THEREFORE SIGNED BETWEEN:**

<p><b>MR. Yasser Al-Sadi</b> of the Sana'a Chamber of commerce and industry. <b>AS THE</b> General Director of the Sana'a Chamber of commerce and industry .</p> <p><b>SIGNATURE:</b> </p> <p><b>Date:</b> 03-11-2020</p> <p><b>Prof. Dr. Mohammed Al-Mahabashi</b> <b>As The Manager Of The Yemeni International Center For Commercial Arbitration And Conciliation.</b></p> <p><b>Signature</b> </p> <p><b>Date:</b> 03-11-2020</p>  	<p><b>PROF. DR. HAKAN PEKCANITEZ</b> of the Istanbul Chamber of Commerce Arbitration Centre <b>As the Chairman of the Istanbul Chamber of Commerce Arbitration Centre Board.</b></p> <p><b>SIGNATURE:</b> </p> <p><b>DATE:</b></p>
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