

ENERGY DISPUTES ARBITRATION CENTER (EDAC) ARBITRATION RULES

Table Of Contents

SECTION I	- 2 -
GENERAL PROVISIONS.....	- 2 -
Purpose	- 2 -
Definitions	- 3 -
Energy Disputes Arbitration Center	- 3 -
Scope of Application.....	- 3 -
SECTION II	- 4 -
ARBITRAL TRIBUNAL.....	- 4 -
Number of Arbitrators.....	- 4 -
Appointment of Arbitrators.....	- 4 -
Impartiality and Independence of Arbitrators.....	- 5 -
Challenge of Arbitrators	- 5 -
Substitution of Arbitrators.....	- 5 -
THIRD PART	- 6 -
PRINCIPLES AND PROCEDURES OF THE ARBITRATION PROCEEDING	- 6 -
Transfer of the File to the Arbitral Tribunal	- 6 -
Substantial Principles for Arbitration Proceedings	- 6 -
Seat of Arbitration.....	- 6 -
Language of Arbitration.....	- 7 -
Rules of Procedure	- 7 -
Law Applicable to the Merits.....	- 7 -
Terms of Reference.....	- 7 -
Procedural Timetable	- 8 -
Notifications	- 8 -
Time periods.....	- 8 -
FOURTH PART	- 9 -
ARBITRATION PROCEEDINGS.....	- 9 -
Request For Arbitration	- 9 -

Reply and Counterclaim	- 9 -
Application of the Arbitration Agreement.....	- 10 -
Amendment at the Request for Arbitration.....	- 10 -
Temporary Protective Measures.....	- 10 -
Identification of facts and proceedings	- 11 -
Hearings	- 11 -
Merge Cases	- 12 -
Compromise	- 12 -
Closure of Proceedings	- 12 -
FIFTH PART	- 12 -
ARBITRATION AWARD	- 12 -
Making the Award	- 12 -
Scope of the Award	- 13 -
Notification of the Award	- 13 -
Termination of Arbitration Proceeding	- 13 -
Waiver of Right to Challenge	- 14 -
SIXTH PART	- 14 -
COSTS OF ARBITRATION	- 14 -
Costs of Arbitration	- 14 -
Advance Payment for Arbitration costs	- 14 -
Sharing of Costs	- 15 -
SEVENTH PART.....	- 15 -
OTHER PROVISIONS.....	- 15 -
Limitation of Liability.....	- 15 -
Appendix	- 15 -
Come into Force	- 15 -

SECTION I GENERAL PROVISIONS

Purpose

Article 1- The purpose of the rules is to determine the rules regarding the duties, working procedures and principles of the Energy Disputes Arbitration Center established within but independent from the Energy Law Research Institute, in order to resolve disputes through arbitration proceedings arising in the field of law, foremost energy and infrastructure law.

Definitions

Article 2- In application of these Rules;

- a) EDAC: refers to Energy Disputes Arbitration Center
- b) Institute: refers to Energy Law Research Institute
- c) Court: refers to Energy Disputes Arbitration Center Arbitration Court,
- d) Arbitrator: refers to an arbitrator registered in the EDAC National or International Arbitrators list, responsible for resolving the dispute
- e) Arbitral Tribunal: refers to one or more arbitrators registered in the EDAC National or International Arbitrators list, responsible for resolving the dispute.
- f) Internal Directive: refers to the Rules on the Duties, Structure and Working Principles of the Energy Disputes Arbitration Center Arbitration Court and its Secretariat.
- g) Rules: refers to Energy Disputes Arbitration Center Arbitration Rules.
- h) Secretariat: refers to the Energy Disputes Arbitration Center Secretariat.
- i) Arbitration Agreement: refers to the agreement between the parties where they agree to resolve their current or future disputes through arbitration (the arbitration agreement may be formed as a separate agreement or as an arbitration clause situated in the main contract).
- j) Request for Arbitration: refers to the request to resolve the dispute through EDAC arbitration

Energy Disputes Arbitration Center

Article 3- (1) The Energy Disputes Arbitration Center (“EDAC”) is an impartial and independent arbitration institution, that is established in order to resolve legal disputes including those related to energy and infrastructure law.

(2) There are two impartial and independent arbitration courts within the Energy Disputes Arbitration Center, namely National Arbitration Court and International Arbitration Court, whose duties, structure and working principles are regulated in the Energy Disputes Arbitration Center Internal Directive (“Internal Directive”).

(3) The Secretariat of the Energy Disputes Arbitration Center (“Secretariat”) assists the administrative matters to the Arbitration Center in accordance to the procedures and scope situated in the Internal Directive.

Scope of Application

Article 4- (1) In the event that the parties agree to resolve their dispute through Energy Disputes Arbitration Center, the dispute shall be resolved according to the Energy Disputes Arbitration Center Arbitration Rules (“Rules”), unless otherwise agreed by the parties.

(2) The parties to a dispute may also request the appointment of arbitral tribunal and secretariat assistance by the Energy Disputes Arbitration Center through an *ad hoc* or non EDAC arbitration proceeding.

SECTION II ARBITRAL TRIBUNAL

Number of Arbitrators

Article 5- (1) The parties are free to decide on the number of arbitrators, provided that the number is odd.

(2) If the number of arbitrators is not agreed within the arbitration agreement, or the parties have not agreed on the number of arbitrators within 30 days after the receipt of the request for arbitration by the respondent, then the Court will determine the number of arbitral tribunal to be consist of three arbitrators, taking into consideration the nature and amount of the dispute and other relevant circumstances for the settlement of dispute.

(3) The Court has the authority to appoint a sole arbitrator for the resolution of the dispute, taking into consideration the nature and amount of the dispute and other relevant circumstances.

Appointment of Arbitrators

Article 6- (1) In case where the dispute shall be resolved by a sole arbitrator, the parties appoint the sole arbitrator together. If the parties cannot reach an agreement on the appointment of the sole arbitrator within 30 days after notification of the request for arbitration, then the Court shall appoint the sole arbitrator.

(2) If the arbitral tribunal consists of three (3) arbitrators, the Claimant and Respondent shall appoint one arbitrator in the request for arbitration and response to the request for arbitration. If the parties have not appointed an arbitrator in their petitions, the Secretariat may give the parties a reasonable additional period of time for appointment. If an arbitrator or arbitrators does not appoint in the petitions nor in the given additional time by the Secretariat, then the Court shall appoint the arbitrator or arbitrators.

(3) If the arbitral tribunal consists of three (3) arbitrators, two appointed arbitrators as described in the above clause, shall designate the third arbitrator as chairman of the arbitral tribunal, within a reasonable time period given by the Secretariat. If the arbitrators do not appoint the third arbitrator who will chair the arbitral tribunal within the time period given by the Secretariat, then the Court shall appoint the chairman.

(4) If there is more than one party on either side of the dispute as claimants or respondents, those persons on the same party shall appoint the arbitrator together. If they cannot jointly appoint their arbitrator, then the Court shall appoint the arbitrator.

(5) While appointing the arbitrator, the Court shall consider whether the arbitrator has expertise and time to carry out the arbitral proceedings, and the circumstances that may affect impartiality and/or independence.

(6) The appointments of any arbitrator or arbitrators are subject to the approval of the Court. The decisions of the Court regarding the approval, rejection and if necessary the amendment of the arbitrator is final.

Impartiality and Independence of Arbitrators

Article 7- (1) Arbitrators should be impartial and independent, and maintain their impartiality and independence until the end of arbitral proceedings.

(2) The arbitrators submit the declaration of impartiality and independence to the Secretariat within 5 days after accepting their appointment and in any event before the start of the proceeding.

(3) By agreeing to act as an arbitrator for resolution of the dispute, the arbitrator undertakes to carry out the arbitration proceedings and fulfil the responsibilities in accordance with the Rules.

(4) Before accepting the proposal to act as an arbitrator, the arbitrator is obliged to notify the Secretariat immediately in writing, any situation and condition that may affect his impartiality and independence or justify the suspicion. The secretariat notifies this information to the parties without delay and gives a reasonable time to the parties to express their opinions. Following the parties' submissions or expiration of given time, the Court shall make its decision on the subject.

Challenge of Arbitrators

Article 8- (1) Arbitrators may be challenged in the presence of a justified ground for suspicion on impartiality or independence, if they do not have the qualifications agreed by the parties and/or there are reasons preventing them from acting as arbitrator.

(2) The challenge of the arbitrator can be made within 15 days from the appointment of the arbitrator or notification to the parties that it has been determined by the Court. If the reason for challenge occurs later or is learned later, a rejection request must be made within 15 days from the date of learning.

(3) The request for challenge shall be made to the Secretariat in writing and with grounds. The Secretariat shall immediately inform the request for challenge to the other party and the arbitral tribunal, and request from the other party and the arbitrator who was challenged to present their opinions in writing to the Court within the reasonable timeframe.

(4) If the arbitrator whose challenge is requested does not withdraw from arbitration or all parties cannot agree on the refusal, the Court decides on the request for challenge. The arbitrator's duty ends when the Court accepts the request for challenge request.

Substitution of Arbitrators

Article 9- (1) The Court determines a new arbitrator if the request for challenge is accepted, the parties agree on removal of arbitrator, the arbitrator dies or withdraws from duty.

(2) If the arbitrator fails to perform his duty due to legal or actual reasons, upon the request of one of the parties, the new arbitrator can be determined by terminating the duty of the related arbitrator by the Court. Before making its decision, the Court asks the parties, the relevant arbitrator and other arbitrators if any to present their opinions within an appropriate time and these opinions are notified to the parties and the arbitrators if any by the Court.

(3) In the selection of the new arbitrator, the procedure for selecting the substituted arbitrator shall apply.

(4) If the situations requiring the arbitrator to be changed after the end of the arbitral proceedings arise, the Court may decide the duty to be fulfilled it by the remaining arbitrators instead of the new arbitrator. While making this decision, the Court takes into consideration all the circumstances and conditions of the situation and the opinions of the parties and other arbitrators.

(5) Changing one or more arbitrators for the reasons set out in the above paragraphs does not necessarily prevent the continuation of arbitration proceeding.

(6) The decisions of the Court regarding the determination, rejection or replacement of the arbitrators are final and no reasoning is sought in these decisions.

THIRD PART

PRINCIPLES AND PROCEDURES OF THE ARBITRATION PROCEEDING

Transfer of the File to the Arbitral Tribunal

Article 10- (1) The arbitration file is transferred to the Arbitral Tribunal, after the advance payment is paid pursuant the Rules.

Substantial Principles for Arbitration Proceedings

Article 11- (1) Arbitration proceedings are conducted in accordance with the following principles:

a) Principle of good faith: Everyone is obliged to act in accordance with good faith throughout the arbitration proceedings.

b) Right to a Fair Trial: Arbitration proceedings should be conducted fairly and impartially, in accordance with the principle of equality of the parties and by respecting the right of the parties to legal hearing.

c) Economic Procedure: The parties and the arbitral tribunal are obliged to ensure that the dispute is resolved as soon as possible, with the least possible cost and as efficient as possible, and to avoid any obstacles to this principle.

d) Confidentiality: Unless otherwise agreed by the parties, arbitration proceedings are confidential. At the request of one of the parties, the Arbitral Tribunal may take necessary measures to protect the arbitration process, the confidentiality of the proceedings, trade secrets and other confidential information.

e) Compliance with Duties and Liabilities: The parties undertake to fulfil their duty and responsibilities in the arbitration proceedings and to comply with any decision made by the Arbitral Tribunal.

Seat of Arbitration

Article 12- (1) The parties can freely determine the seat of arbitration.

(2) If the parties have not reached an agreement on the seat of arbitration, the arbitral tribunal determines the seat, taking into account the circumstances of the event.

(3) Any meetings, hearings and other procedures may be held by the arbitral tribunal other than the seat of the arbitration, with taking the opinions of the parties.

(4) The arbitral award is considered to have been made at the seat of arbitration.

Language of Arbitration

Article 13- (1) The parties can freely determine the language of arbitration. One or more languages can be specified as the language of arbitration.

(2) If the parties have not agreed on the language of arbitration, the arbitral tribunal freely determines the language of arbitration, taking into account all circumstances.

(3) Unless otherwise agreed by the parties, the documents which are not in the language of arbitration are submitted with their translations. Unless otherwise agreed by the Arbitral Tribunal, there is no procedural requirement for translation.

Rules of Procedure

Article 14- (1) In dispute resolution, the Energy Disputes Arbitration Center (EDAC) Arbitration Rules are applied regarding the procedure. In cases where there are no provisions in these Rules, the rules of procedure determined by the parties. If the parties cannot agree on the issue, the rules of procedure to be applied are determined freely by the Arbitral Tribunal.

Law Applicable to the Merits

Article 15- (1) The parties are free to choose the applicable law to substance of the dispute. If the parties do not decide the rules of law applicable to the substance of the dispute, the law to be applied to the merits of the dispute is determined by the arbitral tribunal.

(2) The arbitrator or the arbitral tribunal takes into account the commercial customs and customary rules in determining the applicable substance law.

(3) Provided that it has been clearly and in writing written by the parties, the arbitral tribunal may have the authority to act as “*amiable compositeur*” or “*ex aequo et bono*”

Terms of Reference

Article 16- (1) Unless otherwise agreed by the parties, the arbitral tribunal prepares an Terms of Reference regarding the file after the Arbitration Request and the Response to the Arbitration Request are presented.

(2) The following items are included in the Terms of Reference:

- a) Name, surname and contact information of the parties and their representatives if any,
- b) Name, surname and contact information of the arbitrators,
- c) Summary of claims, defense and demands of the parties,
- d) The points on which there is a dispute and which will be decided,
- e) Seat of Arbitration,
- f) The language or languages of the arbitration,
- g) Procedural rules to be applied,
- h) Statements about the law to be applied in the resolution of the dispute,

i) Information on the decision-making as “amiable compositeur” or “ex aequo et bono”, if any given to the arbitral tribunal.

(3) The Terms of Reference is signed by the parties, the arbitral tribunal. The Terms of Reference is sent to the Secretariat by the arbitral tribunal within 30 days after the transfer of the file to the arbitral tribunal. This period may be extended by the Court, upon the request of the arbitral tribunal or ex officio.

(4) If one of the parties refuses to participate in preparation process of the terms of reference or signature of terms of reference, the Court decides whether the terms of reference should be re prepared or approved in its current form, taking into account the reason for the party's absence of the process.

Procedural Timetable

Article 17- (1) After the terms of reference has been forwarded to the Secretariat, the arbitral tribunal prepares procedural timetable for schedule of the arbitration proceedings. In this procedural timetable, the dates of all procedural actions, especially the submission of petitions and hearings, are stated.

(2) The procedural timetable is forwarded to the parties and the Secretariat. The arbitral tribunal may change the dates and periods specified in the procedural timetable, taking the opinions of the parties when deemed necessary. In case of changes, the new procedural timetable is notified to the parties and the Secretariat.

Notifications

Article 18- (1) If the e-mail address is notified by the parties, notifications are made to this address.

(2) If the electronic notification address is not reported, all notifications are made to the last address of the party or its representative if any. In this way, notifications can be made via registered mail, fax, courier service or any means of communication that can register the delivery.

(3) All kinds of petitions, attachments, information and documents submitted by the parties; are submitted in one copy to the arbitrator or arbitrators, the other party and the Secretariat.

(4) Notifications are made to the last address of the addressee and notifications by fax, e-mail or other means of communication is deemed to be made on the day of receipt.

Time periods

Article 19- (1) Time periods start to operate from the day following the day when the notification is made or deemed to have been made. Official holidays and non-working days are also taken into account in the calculation of periods. If the last day of the period coincides with the official holiday, the first business day following the period is considered to be over.

(2) The time periods specified in these Rules may be changed the mutual agreements of the parties or by the decision of the Arbitral Tribunal or the Court.

FOURTH PART ARBITRATION PROCEEDINGS

Request For Arbitration

Article 20- (1) The party wishing to initiate arbitration proceedings within the EDAC submits its request for arbitration with receipt of payment of advance costs to the Secretariat. The secretariat notifies receipt of the request for arbitration both to the claimant and the respondent.

(2) Whichever of the date of submitting the request for arbitration to the Secretariat or depositing the advance costs is later, this date is considered as the start date of the arbitration.

(3) The following issues are included in the request for arbitration:

- a) Name, surname and contact information of the parties and their representatives if any,
- b) Summary explanations about the subject and nature of dispute,
- c) Explanations about the facts based on the request,
- d) Request for relief, the amount of the requested amount or the approximate amount of it is not possible to determine the request value,
- e) A copy of the dispute-related contracts, arbitration agreements and other documents required.
- f) Appointment of the arbitrator according to the procedures specified in these Rules.
- g) Information on the seat of arbitration, the language of the arbitration and the law to be applied.

(4) The claimant deposits the application fee with the request for arbitration.

(5) If the Request for Arbitration is missing or the copies or annexes specified in this Rules are not submitted or the application fee is not paid, the Secretariat may give the claimant not more than 10 days to remedy these deficiencies. If these deficiencies are not completed by the claimant within this period given by the Secretariat, the Secretariat closes the file and informs the claimant.

(6) The Secretariat notifies the Respondent the Request for Arbitration and its annexes.

Reply and Counterclaim

Article 21- (1) The respondent submits the reply petition to the Secretariat within 30 days after the arbitration request is submitted by the Secretariat.

(2) The following issues are included in the petition to respond to the arbitration request.

- a) Names, surnames and contact information of the parties and their representatives if any,
- b) The subject and nature of dispute, and statements about the facts that are based on,
- c) Explanations and answers regarding the claimant's requests,
- d) Claims, defense and objections regarding the existence and validity of the arbitration agreement,
- e) Information on the number of arbitrators, their selection, seat of arbitration, the language or languages of arbitration and the law to be applied.

f) Responses regarding the selection of the arbitrator or the arbitrator proposal according to the procedure specified in the Rules

(3) The respondent may file a counterclaim in the reply to the request for arbitration. The following issues are included in the petition for the response to the counterclaim:

a) Information about the dispute causing the counterclaim and the facts on which the counterclaim is based,

b) Request of relief, the amount of the demanded quantity or the approximate amount of the counterclaim value when it is not possible to determine the value,

c) A copy of the arbitration agreement and other documents deemed necessary.

(4) The respondent pays the application fee for the counterclaim.

(5) The Secretariat immediately notifies the reply and its annexes to the claimant. In the event of a counterclaim, the claimant is given a 30-day period to present their defense against the counterclaim. If the claimant requests, the Secretariat can give the claimant additional time.

Application of the Arbitration Agreement

Article 22- (1) When the parties apply to arbitration pursuant to these Rules, they agree to comply with the Rules in force on the date of their application and the arbitral proceedings to be administered by the Court.

(2) In the Reply to the Respondent's Request for Arbitration, the Respondent may claim its objections regarding the Arbitration Agreement's existence, validity, content, scope and application. Otherwise, the respondent's objection is not considered.

(3) A party to which a lawsuit has been filed against is default or make defense or objections regarding the existence, validity or scope of the arbitration agreement; unless the Secretariat forwards this matter to the Court to decide, the arbitration continues and the arbitral tribunal decides on the objection to the arbitration agreement.

(4) In cases referred to the Court, the Court decides whether the arbitration proceedings will continue and if so, to what extent. If the Court is satisfied with the existence of an arbitration agreement at face of documents, the arbitration proceedings continue.

Amendment at the Request for Arbitration

Article 23- (1) Once the terms of reference is signed or approved by the Court, the parties cannot extend or change their claims or defenses outside the boundaries of the terms of reference. However, the arbitral tribunal may allow the amendment or modification of the claim or defense, taking into account the nature of the new request or case, the stage of the trial, other conditions and circumstances.

Temporary Protective Measures

Article 24- (1) Unless otherwise agreed by the parties, the arbitral tribunal may decide on temporary protective measures at the request of one of the parties, as well as to change or abolish these measures. Temporary legal protection measures may be decided by the Emergency Arbitrator to be

appointed by the Court upon the application of one of the parties to the Secretariat before the Arbitral Tribunal constitutes, and in cases of emergency where it is difficult or impossible for recovery.

(2) Even before and after the transfer of the file to the arbitral tribunal, the parties can apply to any competent jurisdiction for protective or interim measures. The application of one of the parties to a judicial authority for such measures or for the implementation of such measure decisions made by the arbitral tribunal is not considered a violation of the arbitration agreement or waiver of the arbitration agreement and does not affect the powers specific to the arbitral. Such an application and measures taken by the judicial authority must be reported immediately to the Secretariat. The secretariat notifies this matter to the arbitrator or the arbitral tribunal.

(3) The arbitrator or the arbitral tribunal may decide to obtain a guarantee for a temporary protection measure decision.

Identification of facts and proceedings

Article 25- (1) The Arbitral Tribunal immediately identifies the cases after taking the petitions from the parties and separates the non-contentious cases.

(2) The Arbitral Tribunal may use methods such as appointment of experts, listening to experts or making discoveries for the enlightenment of contested cases.

(3) After the examination of all the documents brought by the parties, the arbitral tribunal may hear the parties, witnesses, experts and concerned parties.

(4) The Arbitral Tribunal may appoint experts as deemed necessary, in addition to the experts indicated by the parties. These experts can be listened to directly, and they can be asked by the arbitrator and the arbitral tribunal or the parties. If deemed necessary, the arbitral tribunal may authorize experts to authorize and time to review and prepare reports.

(5) The Arbitrator or Board of Arbitrators may request additional information and documents from the parties during the trial process.

(6) Additional declarations of the parties are sent to the arbitrators and the other party by the Secretariat during the trial phase.

Hearings

Article 26- (1) The Arbitral Tribunal may hold a hearing when it deems necessary. A hearing is mandatory at the request of the both parties. The date, time and place of the hearing are notified to the parties in a reasonable time. Parties, witnesses, experts can be heard at the hearing.

(2) The hearing continues in the absence of the party who does not come, despite being called duly.

(3) The parties may attend the hearing personally or through their duly authorized representatives.

(4) The arbitral tribunal may decide, according to the situation, that parties, witnesses and experts be heard by telecommunication means.

(5) The hearings are held secretly, as a rule. Without prejudice to the approval of the arbitrator or the arbitral tribunal and the parties, persons not affiliated with the proceedings cannot attend the hearings.

Merge Cases

Article 27- (1) At the request of one of the parties, two or more arbitration cases that are being lodged by the Court under these Rules may be combined in the following cases:

a) If the parties of the cases requested to be merged are different, all parties agree to the merger of the cases,

b) If the parties to the cases requested to be merged are the same; If the parties agree to merge the cases or if all claims in the cases are based on the same arbitration agreement or if the claims in the cases are based on more than one arbitration agreement, the disputes in the case are linked to the same legal relationship and the arbitration agreements are compatible with each other.

(2) The merger request is submitted to the Secretariat. The secretariat receives the opinion of all parties on the merger request and transmits it to the Court.

(3) While the court decided to merge the cases, it considers all conditions such as whether the referees are determined and whether the designated referees are the same persons.

(4) When it is decided to consolidate arbitration cases, the merger is made on the first arbitration case that begins the merger unless the parties decide otherwise.

Compromise

Article 28- (1) If the parties are peaceful after the transfer of the file to the arbitrator or the arbitral tribunal, the trial ends upon the approval of the arbitrator or the arbitral tribunal and, upon request, the arbitrator or the arbitral tribunal shall decide in accordance with the compromise.

Closure of Proceedings

Article 29- (1) The Arbitral Tribunal informs the parties and the Secretariat in writing that the proceeding is closed as soon as possible after the final hearing or submission of the final petition on the matters to be adjudicated in the judgment, whichever comes later.

(2) After it is informed that the proceeding is closed, the parties cannot make claims and defences and provide evidence about the issues to be judged in the decision. However, the Arbitral Tribunal has authority to allow for additional petitions and evidence in exceptional circumstances.

FIFTH PART ARBITRATION AWARD

Making the Award

Article 30- (1) The period for the arbitrator or arbitral tribunal to make the final award is six months from the constitution of the Arbitral Tribunal. This period may be extended by the Court if the parties agree, upon the request of the Board of Arbitrators or when deemed necessary.

(2) The decision is made by majority of votes by the Arbitral Tribunal. If the majority of votes cannot be achieved, the chairman of the tribunal makes the decision.

(3) The decision is signed by the arbitrator or the majority of the arbitrators. If any arbitrator refrain from signing the decision without a valid reason, this situation is stated in the decision and the decision is signed by the other arbitrators.

Scope of the Award

Article 31- (1) The following issues are included in the arbitration award decision:

- a) Names, surnames, contact addresses of the parties if any,
- b) Reasoning of the decision,
- c) Matters decided
- d) seat of arbitration and date of award,
- e) Decision regarding the costs of the proceeding,
- f) Names, surnames, signatures of the arbitrators participating in the decision and counter votes if any,

Notification of the Award

Article 32- (1) After the Arbitral Tribunal makes its award, it transmits the original award to the Secretariat. The secretariat shall notify the approved copies of award to the parties if all the costs of the proceedings have been paid.

(2) All decisions made by the arbitral tribunal is binding for the parties.

Correction, Completion and Interpretation of the Decision

Article 33- (1) The Arbitral Tribunal may correct the errors such as account and spelling in the decision, by ex officio or upon the request of one of the parties within 30 days from the notification of the decision to the parties.

(2) If there is no decision is made about one of the requests, or if the award contains incomprehensible issues, the parties may request the completion or interpretation of the decision within 30 days of their notification.

(3) Correction, completion and interpretation requests are made to the Secretariat. The Secretariat notifies this matter to the arbitral tribunal and to the other party. The arbitral tribunal shall give the other party no more than 30 days to present its opinion. The arbitral tribunal makes its decision about the correction, completion and interpretation of the decision for 30 days from the notification.

(4) Correction, completion and interpretation decisions are prepared as an annex to the award and are complementary to the original award.

Termination of Arbitration Proceeding

Article 34- (1) Arbitration proceedings terminate when the arbitral tribunal makes its final award on the dispute or if one of the following occurs:

- a) Acceptance, if the other party agrees, the claimant's withdrawal of his case and waiver.

- b) It is found unnecessary or impossible to continue the trial by the Arbitral Tribunal.
- c) The trial costs are not paid.

Waiver of Right to Challenge

Article 35- (1) The party who wishes to object to the Rules or other rules applied to the judgment, the instruction given by the arbitral tribunal or the administration or provision in the arbitration agreement between the parties, shall be made in accordance with the procedure and within the deadline. Otherwise, a party who fails to present its objection and continues to proceed without objection waives its right of objection.

SIXTH PART COSTS OF ARBITRATION

Costs of Arbitration

Article 36- (1) In the final award, the Arbitral Tribunal decides on the costs of the proceedings. In this decision, it is determined by which party the costs and expenses will be paid or to what extent they will be shared among the parties.

(2) Arbitration costs include the following items:

- a) Arbitrator fees which are determined separately for each arbitrator,
- b) Expenses made by the arbitrators,
- c) Discovery and witness expenses,
- d) Expert witness fees and expenses
- e) Expenses to be made by the Energy Disputes Arbitration Center and the Secretariat,
- f) The lawyer fees given appropriate by the arbitral tribunal considering the lawyer minimum wage tariff and the amount and nature of the dispute.
- g) Other reasonable arbitration costs

(3) All cost items are applied within the limits specified in the Energy Disputes Arbitration Center Expenses and Fee Schedule.

(4) If the arbitral proceedings are terminated before the final decision is made, the Arbitral Tribunal decides on the fees and expenses of the arbitrators and the administrative expenses of the Energy Disputes Arbitration Center. If the claimant withdraws his case or the arbitral proceedings are terminated, before the constitution of the arbitral tribunal, the Court on request or ex officio, appoints an arbitrator to decide on the costs of the proceedings.

Advance Payment for Arbitration costs

Article 37- (1) The secretariat can request an advance deposit from the claimant requesting arbitration for the expenses until the terms of reference is prepared.

(2) The Arbitral Tribunal may request an advance payment for costs from the parties during the trial, if deemed necessary, taking into account the allegations, defenses and evidence made.

(3) The parties are free to pay the advance instead of the other party who does not pay its share.

(4) When one of the parties asserts that there is a right to counterclaim or set off in relation to any request, this situation is considered as an independent request in determining the amount of advance costs, to the extent that the Arbitral Tribunal consider the additional circumstances and conditions.

Sharing of Costs

Article 38- (1) Arbitration costs are paid, as a rule, by the losing party. However, the arbitral tribunal may decide to allocate the costs to a certain extent between the parties, taking into account the circumstances and conditions of the incident, the parties' attitudes regarding the principles of conducting the proceedings in rapid and economic manner.

SEVENTH PART OTHER PROVISIONS

Limitation of Liability

Article 39- (1) The Court, Arbitrators, Advisors, the Energy Disputes Arbitration Center, the Secretariat and employees cannot be held responsible for any acts, defects or omissions related to the arbitration procedure.

Appendix

Article 40- (1) The Energy Dispute Arbitration Center Directive and the Energy Disputes Arbitration Center Expenses and Fee Schedule are an integral part of this Rule.

Come into Force

Article 41- (1) These Rules come into force upon the approval of the Energy Disputes Arbitration Center.