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TAHKİM VE ARABULUCULUK MERKEZİ

ISTANBUL CHAMBER OF COMMERCE
ARBITRATION AND MEDIATION CENTER

Arbitration Rules

2021

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CHAMBER OF
COMMERCE 1882



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

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ITOTAM RULES OF ARBITRATION

In force as from 31.03.2021

www.itotam.com

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 and Mediation Center (ITOTAM).

Parties should consider adding the following clauses below:

- a. The language of arbitration shall be
- b. The applicable substantive law shall be.....

Arbitration Without Emergency Arbitrator

If the Parties do not want the Emergency Arbitrator Provisions to apply, may add the clause below:

The Emergency Arbitration Rules shall not apply.

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

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 AND
MEDIATION CENTER
(ITOTAM)
RULES OF ARBITRATION (ITOTAM
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**CHAPTER I
GENERAL RULES**

SCOPE

Article 1

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

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 and Mediation Center; “Regulation on Arbitration Costs” means Re-

gulation on Costs of the Istanbul Chamber of Commerce Arbitration and Mediation Center; “Request” means an application submitted by a Claimant to the Secretariat; “Tariff” means Istanbul Chamber of Commerce

Arbitration and Mediation Center Arbitration Fee Tariff and Administrative Cost Tariff; “ICOC” means Istanbul Chamber of Commerce; “ITOTAM Arbitration Rules” means Istanbul Chamber of Commerce Arbitration and Mediation Center Arbitration Rules;

“Istanbul Chamber of Commerce Arbitration and Mediation Center (ITOTAM)” means the independent arbitration and mediation center where the Rules are being applied and which is connected with the Istanbul Chamber of Commerce; “Advance on costs” means the sum of administrative expenses, arbitrator’s fees, arbitrator’s expenses and other expenses; “Secretariat” means the department where the secretarial services of the Istanbul Chamber of Commerce Arbitration and Mediation Center and Arbitration Court are provided;

“National and International Advisory Board” means two different boards both national and international composed of maximum 15 members elected by the experts and practitioners in order to ensure the application, the development of the ITOTAM Arbitration Rules and provisions related to other legislations, and to evaluate the suggestions regarding the required amendments.

“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

Parties shall submit one copy of all pleadings, written communications, documents and proposals, as well as documents annexed thereto, 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, e-mail 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) An indication of the arbitration agreement under which each claim is made, provided that it is based on more than one arbitration agreement;

e) 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;

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

g) 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 one month 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 ON COSTS

Article 11

The Secretariat shall as soon as practicable calculate the advance on costs as stipulated in the Tariff, then notify the parties and request the payment of the advance on costs within two weeks 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 two weeks 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 51 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, including the decision on the validity of the arbitration agreement or the arbitration clause, 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.

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.

JOINDER OF ADDITIONAL PARTIES

Article 14

1. A Party wishing to join a third party to the arbitration shall submit its request (Request for Joinder) to the Secretariat. Paragraph 2 of Article 12 and Article 16 of the Rules shall apply to the Request for Joinder.

2. Unless all parties including the additional party otherwise agree, no additional party may be joined after the conformation or the appointment of any ar-

bitrator. Secretariat may fix a reasonable time limit for the submission of a Request for Joinder.

3. The Request for Joinder shall contain:

- a. The full name, trade name if any, address, and communication information of the additional party.
- b. The case reference of the existing arbitration,
- c. The information specified in the Article 8(1), subparagraphs b, c, ç, and d.

The party filing the Request for Joinder may submit such other documents or information therewith as it considers appropriate or as may contribute to the efficient resolution of the dispute. The Request for Joinder shall be submitted to the Secretariat in the numbers specified in article 3 of this Rules. As regards the arbitration costs related to the Request for Joinder, paragraph 2 of Article 8 of the Arbitration Rules of ITOTAM shall apply.

4. The third party that is joined to the proceedings becomes a party to the arbitration. The additional party may submit an Answer in accordance, mutatis mutandis, with the provisions of Article 10.

5. The additional party may make claims against any other party in accordance with the provisions of Article 15.

CLAIMS BETWEEN MULTIPLE PARTIES

Article 15

1. In an arbitration between multiple parties, claims may be made by any party against any other party, subject to the provisions of Articles 12(2) and 16.

2. Any party making a claim pursuant to provision above shall provide the information specified in Article 8(1), subparagraphs b) c), ç) and d).

3. Article 10 shall apply, mutatis mutandis, regar-

ding answers to the claims made. After the file is sent to the arbitral tribunal, the tribunal shall determine the procedure for making a claim.

MULTIPLE CONTRACTS

Article 16

Subject to the provisions of Article 12(2), claims arising out of or in connection with more than one contract may be made in a single arbitration, irrespective of whether such claims are made under one or more than one arbitration agreement under the Rules.

CONSOLIDATION OF ARBITRATIONS

Article 17

The Court may, at the request of a party, consolidate two or more arbitrations pending under the ITOTAM Arbitration Rules into a single arbitration. For consolidation, one of the following conditions is sufficient:

- a. the parties have agreed to consolidation; or
- b. all of the claims in the arbitrations are made under the same arbitration agreement; or
- c. If the arbitrations to be consolidated are based on more than one arbitration agreement; the arbitrations are between the same parties, the disputes in the arbitrations arise in connection with the same legal relationship, and the Court finds the arbitration agreements to be compatible.

CHAPTER IV

ARBITRAL TRIBUNAL

IMPARTIALITY AND INDEPENDENCE OF THE ARBITRATORS

Article 18

1. Every arbitrator is independent of the parties who have appointed him/her. 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 inform the Secretariat about any facts or circumstances which might call into question the arbitrators' impartiality and independence in the eyes of the parties as soon as possible. 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.

THIRD PARTY FUNDING

Article 19

In order to assist arbitrators in complying with their duties according to Article 18, each party must promptly inform the Secretariat, the arbitral tribunal and the other parties of the existence and identity of any non party which has entered into agreement for the funding or claims and defenses and has economic interests about the outcome of the arbitration.

NUMBER AND APPOINTMENT OF ARBITRATORS

Article 20

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 one month 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 21

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 22

1. Arbitrators may be challenged on the grounds of justifiable doubts regarding their impartiality and independence, when they cannot allocate adequate time for the proceedings or if there are other reasons. A challenge shall be made in written form by submitting to the Secretariat a 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 two weeks 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 two weeks 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 23

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 24

The Secretariat shall transmit the file to the arbitral tribunal as soon as it has been constituted, provided that the advance on costs has been paid.

CHAPTER V THE ARBITRAL PROCEEDINGS

DETERMINATION OF THE PROCEDURAL RULES TO BE APPLIED TO THE PROCEEDINGS

Article 25

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 26

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 op-

portunity to make explanations regarding its claims and pleas and submit the relevant evidence.

PLACE OF THE ARBITRATION

Article 27

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 28

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 29

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.

PARTY REPRESENTATION

Article 30

1. The parties must promptly inform the Secretariat, the arbitral tribunal and the other party if they change their representatives.

2. The arbitral tribunal once constituted and upon giving the parties an opportunity to comment on, may prevent in whole or in part the participation of the new party representatives in arbitral proceedings, if any conflict of interest arises between these new party representatives and an arbitrator.

CONDUCT OF THE ARBITRATION

Article 31

1. The arbitral tribunal and the parties shall make every effort to conduct the arbitration in a 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. In order 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.

CASE MANAGEMENT CONFERENCE AND PROCEDURAL TIME TABLE

Article 32

1. The arbitral tribunal, as soon as possible upon the exchange of the pleadings shall hold a case management conference to consult the parties on the procedural measures that may be taken pursuant to the

Article 29(2).

2. The arbitral tribunal during or after the such conference shall establish a procedural timetable that will follow for the conduct of the arbitration. The procedural timetable and any modifications thereto shall be communicated to the Arbitration Court and the parties.

3. The arbitral tribunal, in order to ensure the effective case management after consulting the parties, may hold a new case management conference and take procedural orders or modify the procedural timetable.

4. Case management conferences may be conducted through a meeting in person, by video conference, telephone or any similar means of communication. Unless otherwise agreed by the parties, the arbitral tribunal may determine the means by which the conference shall be conducted. The arbitral tribunal before the conference may ask parties to submit their proposals with regards to the case management conference.

ESTABLISHING THE FACTS OF THE CASE

Article 33

1. In order to establish the events and facts related to the settlement of the dispute, the arbitral tribunal may ask the parties to present their evidence, hear witnesses, conduct discovery and expert examinations.

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.

3. The arbitral tribunal evaluates the evidence freely.

HEARING THE WITNESSES

Article 34

1. 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.

2. Unless otherwise agreed, the arbitral tribunal after consulting the parties decides at what stage of the proceedings the presentation of the list of witnesses and the hearing of the witnesses will take place.

3. The parties and the arbitral tribunal may question the witness at the hearing.

EXPERTS REPORT AND DISCOVERY

Article 35

1. The arbitral tribunal, after consultation with the parties, may appoint one or more experts for discovery or expert examining. Instead of appointing an expert, the arbitral tribunal may also request the parties to bring an expert opinion.

2. The parties and the arbitral tribunal may question the experts at the hearing.

3. The arbitral tribunal evaluates the expert reports freely.

SUBMISSION OF ADDITIONAL EVIDENCE

Article 36

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 37

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, in certain circumstances, after receipt of the file by the arbitral tribunal, 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, or directly the arbitral tribunal if constituted, 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.

5. If a party needs conservatory and interim measures that cannot await the constitution of an arbitral tribunal, such party may make an application for Emergency Arbitrator Rules as set out in Appendix III. In order to make such application, it is not necessary to submit the request for arbitration; however, the application shall not be accepted if it is received after the transmission of the file to the arbitral tribunal.

6. The emergency arbitrator may grant any kind of conservatory and interim measure. The emergency arbitrator may make the granting of any measure subject to appropriate security. The emergency arbitrator's decision on conservatory and interim measures shall be binding upon the parties.

7. The emergency arbitrator's decision or determinations shall not bind the arbitral tribunal. The arbitral tribunal may modify or annul the decision made by the emergency arbitrator.

8. The emergency arbitrator's decision on costs shall be reconsidered by the arbitral tribunal within its decision on the merits. The arbitral tribunal may also rule on claims for compensation caused by the damages resulting from the application of conservatory and interim measures.

9. The provisions regarding the emergency arbitration shall not apply in the following cases:

a. If the arbitration agreement is concluded before 14.04.2016,

b. If the parties have agreed that the Rules of Emergency Arbitration will not apply, or

c. If the parties have agreed on another means of pre-arbitration allowing conservatory and interim measures to be taken.

EXPEDITED ARBITRATION

Article 38

1. By referring to ITOTAM Arbitration Rules in their arbitration agreement, the parties are deemed to have accepted that the Expedited Arbitration Rules in Annex 4 will be applied primarily, when the relevant conditions are met.

2. Expedited Arbitration Rules shall apply in the following cases:

a. If the total amount or value of the claims and the claims in the counterclaim, if any, on the date which arbitration is deemed to have commenced does not exceed 500,000 TL,

b. If the parties have agreed the provisions of the Expedited Arbitration Rules to apply. In this case, if the total amount or value exceeds 500,000 TL on the date which arbitration is deemed to have commenced, the arbitrator fee and administrative fee tariffs in the ITOTAM Arbitration Rules are applied.

3. Expedited Arbitration Rules shall not apply in the following cases:

a. If the arbitration agreement between the parties is made before the entry into force of the Expedited Arbitration Rules in Annex 4,

b. If the parties have clearly agreed that the provisions of Expedited Arbitration Rules shall not apply,

c. If the Court, before the constitution of the arbitral tribunal, decides that it is not appropriate to apply the provisions on Expedited Arbitration according to the circumstances, either by the request of one of the parties or of its own discretion

DECISION ON THE BASIS OF DOCUMENTS

Article 39

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 40

1. Unless otherwise agreed by the parties hearings shall be held at the place determined by the arbitral tribunal. Article 27 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. Unless otherwise specified in the arbitration agreement, hearings may be held by means of audio and video transmission upon the request of the parties and the acceptance of the arbitral tribunal. In this case, the rules and procedures to be applied are determined by the arbitral tribunal.

7. The parties may appear at the hearings in person or through duly authorized representatives. The par

ties may bring their advisers to the hearings.

8. 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 41

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 42

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 43

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 minutes of its first meeting are kept.

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 AND ITS

CONTENT ARBITRAL AWARD

Article 44

The arbitral tribunal may make interim or final decisions. The arbitral tribunal may also make a partial final decision to resolve one or some of the disputes subject to arbitration. All decisions of the arbitral tribunal are binding on the parties.

CONTENT OF THE FINAL ARBITRAL AWARD

Article 45

1. The final arbitral 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;
- d) A Statement that the parties are entitled to apply to have the award set aside; and
- 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 FINAL ARBITRAL AWARD

Article 46

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 FINAL ARBITRAL AWARD TO THE PARTIES

NOTIFICATION OF THE AWARD

Article 47

1. An original copy of the final arbitral 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. The Secretariat may issue a document stating that the decision is binding on the parties upon request.

CORRECTION, INTERPRETATION OF THE FINAL ARBITRAL AWARD AND ADDITIONAL AWARD

Article 48

1. The arbitral tribunal may, on its own initiative,

correct computational, typographical, or any other errors of a similar nature contained in the final arbitral Award. The correction shall be made within two weeks following the date the award was rendered.

2. Each party may, within two weeks of receipt of the award, apply to the Secretariat for the correction of an error of the kind referred to in Article 48(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 two weeks for the submission of any comments thereon.

3. After expiration of the time limits set forth in Article 48(2) above, the arbitral tribunal shall issue its decision within one month on whether to correct or to interpret the award.

4. Each party may, within one month 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 49

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 en-

sure 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 50

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 51

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. Regarding claims between multiple parties, the Court determines the amount of advance on costs to be paid by the parties.

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 two weeks 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 52

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 26 above.

PROTECTION OF TRADE SECRETS AND CONFIDENTIALITY

Article 53

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 54

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 55

With the exception of malicious conduct or gross negligence, arbitrators, emergency arbitrator, other persons appointed by the arbitral tribunal, 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.

GENERAL RULE

Article 56

Regarding all matters that are not explicitly stipulated in these Rules, the Court and the arbitral tribunal act in accordance with the spirit of these Rules and make every effort to ensure that the award can be enforced legally.

CHAPTER IX

EFFECTIVE DATE

EFFECTIVE DATE

Article 57

1. These Rules shall enter into force on 31.03.2021.

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.

3. The Emergency Arbitration Rules and Expedited Arbitration Rules shall apply for arbitration agreements concluded after 14 April 2016.



İTOTAM

İSTANBUL TİCARET ODASI
TAHKİM VE ARABULUCULUK MERKEZİ

ISTANBUL CHAMBER OF COMMERCE
ARBITRATION AND MEDIATION CENTER

ANNEX I

Internal Regulation on the Structure and
Working Principles of the Arbitration Court and
Secretariat of the Istanbul Chamber of Commerce
Arbitration and Mediation Center

İSTANBUL
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ISTANBUL
CHAMBER OF
COMMERCE 1882

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 and Mediation 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) “Secretary General” 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 and Mediation Center;
- d) “ITOTAM” means the Istanbul Chamber of Commerce Arbitration and Mediation 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 İstanbul 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. 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. The Court cannot appoint its own members as arbitrators. Nevertheless, there is no restraint for the parties to propose the members of the Court as arbitrators, provided that they obtain the approval of the Court.

The members of the Court cannot attend the Court meetings to be held regarding the arbitration proceedings, in which they acted as arbitrator, party representative or consultant. Notifications and files shall not be sent to the members of the Court regarding such circumstances.

In any case, two members of the Court can not take part in the same arbitration proceeding at the same time in any capacity.

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 repre-

sentatives 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 Secretary General 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 res-

pectability 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 and render a decision on a prima facie basis;

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;

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

15. Performing tasks and jobs specified under the Emergency Arbitration Rules of ITOTAM;

16. Performing tasks and jobs specified under the ITOTAM Expedited Arbitration Rules;

17. Deciding on expenses, fees and advance on costs according to ITOTAM Expedited Arbitration Rules;

18. Conducting arbitral proceedings in accordance with United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules and performing tasks and jobs granted as the appointing authority under the UNCITRAL Arbitration Rules, determining the expenses;

19. Preparing Expert Arbitration Rules, deciding on expenses, fees and advance on costs.

20. Deciding to reduce the fees to be paid to the arbitral tribunal by up to 1/3 in case the arbitration proceedings are delayed without a justified reason.

21. Organizing arbitrator, expert determiner, mediator and expert trainings.

CONFIDENTIALITY OF ACTIVITIES

Article 7

1. Meetings of the Arbitration Court are confidential. Only members of the Arbitration Court and the Secretary General 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

DETERMINATION OF THE QUALIFICATIONS OF THE ARBITRATORS BY THE COURT

Article 8

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

Persons who will act as arbitrators shall declare that they have sufficient professional experience in the dispute subject to arbitration and make a commitment to devote the necessary time for the arbitration proceedings.

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 cannot serve as an arbitrator.

DETERMINATION OF ADVISORY COMMITTEES

Article 10

1. National and International Advisory Committees are determined by the Arbitration Court and shall be presented to the Board of Directors of ICOC for approval.

2. The approved National and International Committee members shall be asked whether or not they accept the duty. If no response is provided within two weeks of being asked, then it will be deemed to have not accepted the duty.

3. Upon receiving of affirmative responses the list of members of National and International Committees shall be announced.

4. Any changes made to the list of members of National and International Committees are subject to the procedures set forth in this Article 10.

PROCEDURE FOR APPOINTMENT OF ARBITRATORS, EMERGENCY ARBITRATOR, EXPERT DETERMINER, MEMBERS OF THE ADVISORY COMMITTEES BY THE COURT

Article 11

1. The Court may appoint persons it deems appropriate as arbitrator, emergency arbitrator, expert determiner or member of the advisory committee.

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

3. 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 two weeks 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) .

4. Provisions regarding the appointment of an emergency arbitrator and expert determiner are reserved.

CHAPTER IV

SECRETARIAT

SECRETARY GENERAL AND DEPUTY SECRETARY GENERAL

Article 12

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

The Secretary General and Deputy Secretary General must have good command of oral and written English.

2. The Secretary General, 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 Secretary General 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. The Secretariat shall carry out the tasks and duties granted to it with regards to Emergency Arbitrator Rules, Expedited Arbitration Rules and Expert Determination Rules.

CHAPTER V

FINAL PROVISIONS

Article 15

These Rules Enter into force on 31.03.2021.



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ISTANBUL CHAMBER OF COMMERCE
ARBITRATION AND MEDIATION CENTER

Annex II

Istanbul Chamber of Commerce
Arbitration and Mediation Center (ITOTAM)
Regulation on Arbitration Costs

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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. 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 costs are 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.

CIRCUMSTANCES 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, the Court shall determine the arbitration fee, taking into account at which stage of the proceedings the relevant decision was made in subparagraphs (a), (b) and (c):

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 CIRCUMSTANCES WHERE NO DECISION CAN BE RENDERED DUE TO NON-EXISTENCE OF SUBJECT MATTER, WAIVER, OR SETTLEMENT

Article 5

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

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

RETRIAL OF THE CASE BY THE ARBITRATOR AS A RESULT OF SET 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 reappointment 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. The Court shall determine the advance on costs to be paid by the additional party where an additional party is joined; and the advance on costs to be paid by the parties where there is an arbitration between multiple parties.

3. In arbitration proceedings where the arbitrator's fee is determined to be 100.000 TL and above, 1/2 of the arbitrator's fee can be paid when the arbitration begins, and the rest of 1/2 can be paid before the hearing date. If there will be no hearing, the rest 1/2 can be paid after the petition exchange is completed.

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

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

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

7. 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 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.

ICOC or ITOTAM as Appointing Authority

Article 12

In circumstances where ITO or ITOTAM have been determined as the authority to appoint the arbitrator, the applicant party shall pay an application fee of 400 TL and administrative expenses of 500 TL.

EFFECTIVE DATE

Article 13

These rules enter into force on 31.03.2021.

ISTANBUL CHAMBER OF COMMERCE ARBITRATION AND MEDIATION CENTER
ADMINISTRATIVE COST TARIFF

AMOUNT IN DISPUTE (₺)	REGISTRATION FEE (₺)	ADVANCE ON ADMINISTRATIVE COSTS (₺)
Up to 25.000	400	400
25.001 - 50.000	400	400 + 0.2% of the amount over 25.000
50.001 - 100.000	400	480 + 0.4% of the amount over 50.000
100.001 - 250.000	400	680 + 1.5% of the amount over 100.000
250.001 - 500.000	400	2.930 + 1% of the amount over 250.000
500.001 - 1.000.000	400	5430 + 0.7% of the amount over 500.000
1.000.001 and over	400	8930 + 0.1% of the amount over 1.000.000

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ARBITRATORS FEE TARIFF

AMOUNT IN DISPUTE (₺)	SOLE ARBITRATOR	THREE ARBITRATORS
250.000	%5.5 of the amount	%6.5 of the amount
250.001 - 500.000	13.750 + 5% of the amount over 250.000	16.250 + 6.5% of the amount over 250.000
500.001 - 1.000.000	26.250 + 3.5% of the amount over 500.000	32.500 + 6% of the amount over 500.000
1.000.001 - 5.000.000	43.750 + 2.5% of the amount over 1.000.000	62.500 + 4.5% of the amount over 1.000.000
5.000.001 - 10.000.000	143.750 + 1% of the amount over 5.000.000	242.500 + 2% of the amount over 5.000.000
10.000.001 - 50.000.000	193.750 + 0.5% of the amount over 10.000.000	342.500 + 1% of the amount over 10.000.000
50.000.001 - 100.000.000	393.750 + 0.1% of the amount over 50.000.000	742.500 + 0.5% of the amount over 50.000.000
1.000.000.001 - 350.000.000	443.750 + 0.02% of the amount over 100.000.000	992.500 + 0.1% of the amount over 100.000.000
350.000.001 and over	493.750 + 0.01% of the amount over 350.000.000	1.242.500 + 0.05% of the amount over 350.000.000

Arbitrator fee shall not be less than 1.500 tl



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ANNEX III

ITOTAM Emergency Arbitration Rules

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EMERGENCY ARBITRATOR RULES

Article 1

A party wishing to have recourse to an emergency arbitrator shall make its application in writing to the Secretariat.

The Request shall be made in a two more copies than the number of parties. The Request shall contain the following information:

- a) the name in full, description, address and other contact details of each of the parties and, if any, their representatives;
- b) description of the circumstances giving rise to the application for emergency arbitrator and of the nature of the dispute;
- c) a statement of the emergency measure sought;
- d) the reasons why the applicant needs urgent interim or conservatory measures that cannot await the constitution of an arbitral tribunal;
- e) arbitration agreement and any relevant agreements;
- f) a copy of the proof of payment of the application fee and emergency arbitrator's fee;
- g) the place of arbitration, applicable law and the language of arbitration;
- h) a copy of Request for Arbitration if there is any filed prior to the making of the Request for emergency arbitrator and any other submissions in connection with the dispute;
- i) any other documents or information as the applicant considers appropriate for the efficient examination of the Request.

The Request shall be made in the language agreed by the parties or in the absence of any such agreement in the language of the arbitration agreement.

If the President of the Arbitration Court (the “Pre-

sident”) considers that the emergency arbitrator rules apply, a copy of the Application and the documents annexed shall be transmitted thereto to the other party. If the President considers otherwise, he informs the parties that the emergency arbitrator proceedings shall not apply and a copy of the Request shall be transmitted to the parties. In the absence of the President, the Vice President in the latter’s absence one of the Court members shall perform this duty.

The President shall terminate the emergency arbitrator proceedings if the emergency arbitrator does not determine that a longer period of time is necessary or the Request for Arbitration has not been received by the Secretariat from within one week of the application.

APPOINTMENT OF THE EMERGENCY ARBITRATOR AND THE TRANSMISSION OF THE FILE

Article 2

The President of the Arbitration Court shall appoint an emergency arbitrator within two days from the Secretariat’s receipt of the Request.

No emergency arbitrator or arbitral tribunal shall be appointed after confirmation of the arbitrator(s) by the Arbitration Court.

Once the emergency arbitrator has been appointed, the Secretariat shall so notify the parties and shall transmit the file to the emergency arbitrator. Thereafter, all written communications from the parties shall be submitted directly to the emergency arbitrator. A copy of the all written Communications between the parties and emergency arbitrator shall be transmitted to the Secretariat.

An emergency arbitrator shall be impartial and independent. Before being appointed, an emergency

arbitrator shall sign a statement of acceptance, impartiality, independency and availability.

An emergency arbitrator shall not act as an arbitrator in any arbitration relating to the dispute which gave rise to the Request.

CHALLENGE OF THE EMERGENCY ARBITRATOR

Article 3

A challenge against the emergency arbitrator shall be made within three days of the notification of the emergency arbitrator's appointment. The grounds for challenge and exhibits, if any shall be attached to the request for challenge. The request for challenge shall be submitted to the emergency arbitrator and to the other party. The Arbitration Court shall render its decision on challenge within three days upon the receipt of other party's comments.

EMERGENCY ARBITRATOR PROCEEDINGS

Article 4

Unless otherwise agreed by the parties, the President of the Arbitration Court shall determine the place of the emergency arbitrator proceedings. The emergency arbitrator decides on the manner how the meetings will be held. The meetings may be conducted directly in person, by telephone, by video-conference or by other means of communication. The emergency arbitrator shall establish a procedural timetable for the emergency arbitrator proceedings once the file has been transmitted to him/her. The emergency arbitrator shall conduct the proceedings in the manner which the emergency arbitrator considers to be appropriate, taking into account the nature and the

urgency of the Request. In all cases, the emergency arbitrator shall respect the principles of equal treatment of parties, impartiality, independence and the right of parties to be heard.

DECISION

Article 5

The emergency arbitrator shall make her/his decision of procedural nature on the relief sought. The decision shall be made in writing and shall state the reasons upon which it is based. It shall be dated and signed by the emergency arbitrator. The decision shall be made within two weeks from the date on which the file was transmitted to the emergency arbitrator. The Arbitration Court may extend the time limit. The emergency arbitrator shall send the decision to the parties by any of the means of communication with a copy to the Secretariat. The emergency arbitrator's decision is binding on the parties. The sole arbitrator or arbitral tribunal may modify or terminate the emergency arbitrator's decision. The emergency arbitrator's decision shall cease to be binding on the parties upon the acceptance by the Arbitration Court of a challenge against the emergency arbitrator, the withdrawal of all claims or the request for emergency arbitrator, the termination of the arbitration proceedings or upon the making of the arbitral award unless otherwise decided by the sole arbitrator or arbitral tribunal.

COSTS OF EMERGENCY ARBITRATOR PROCEEDINGS

Article 6

The party who applied for the emergency arbitrator proceedings shall pay 750 TL for the registration

fee and the emergency arbitrator's fee and expenses. Emergency arbitrator's fee is 25.000 TL. However, upon request, the Arbitration Court has the authority to increase this fee. Upon the payment of the registration fee and emergency arbitrator's fee and expenses the file shall be transmitted to the emergency arbitrator.

The costs of the emergency arbitrator proceedings include the registration fee, emergency arbitrator's fees and expenses and other legal costs. The registration fee shall not be reimbursed in case of withdrawal of request for emergency arbitrator.

The emergency arbitrator shall decide which of the parties shall bear the cost of emergency arbitrator proceedings and in what proportion they shall be borne by the parties.



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ANNEX IV

ITOTAM Expedited Arbitration Rules

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EXPEDITED ARBITRATION RULES

1. Unless otherwise agreed by the parties, the ITOTAM Expedited Arbitration Rules shall apply to disputes where total amount or value of the claims and the claims in the counterclaim, if any, on the date which arbitration is deemed to have commenced does not exceed 500,000 TL. Interests and expenses shall not be taken into consideration in calculating the total amount and the value of the dispute.

2. The language of the arbitration is Turkish.

3. The place of arbitration is Istanbul.

4. ITOTAM Arbitration Rules shall apply.

5. A sole arbitrator shall be appointed.

Where the parties have not agreed on the appointment of a sole arbitrator or the challenge is admitted a sole arbitrator shall be appointed by the Arbitration Court.

6. The parties shall submit only the request for arbitration and answer to the request.

The parties shall add all evidences to their submissions. The answer to the request shall be submitted within one month. If there are any counterclaims they shall be submitted in one month. The Joinder (Answer to the Answer) and Rejoinder (Second Answer) shall not be submitted.

7. Administrative expenses, including the application fee, are 400 TL. Advance on administrative expenses shall be paid when submitting Request for Arbitration.

The arbitrator's fee shall be paid in equal shares by the parties. If there are multiple parties, the Court shall determine how the arbitrator's fees will be paid. Advance on costs shall be paid equally by the parties during the proceedings. If one party does not pay the advance the other party can make the payment instead.

8. The sole arbitrator renders its decision within 3 months after the file has been sent to it. If there are justifiable grounds, the Arbitration Court may extend this period.

9. The Arbitration Court of ITOTAM conducts the Expedited Arbitration Rules.

The ITOTAM Arbitration Rules shall apply, *mutatis mutandis*, to these Rules.



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