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ISTANBUL
ARBITRATION
CENTRE

**ARBITRATION and MEDIATION
RULES**



**ARBITRATION and MEDIATION
RULES**

Istanbul Arbitration Centre (ISTAC)

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**ISTANBUL ARBITRATION
CENTRE
ARBITRATION RULES**



Section I

INTRODUCTORY PROVISIONS

ARTICLE 1

The Istanbul Arbitration Centre and the Board of Arbitration

1.The Istanbul Arbitration Centre is an independent institution of arbitration, which has been established for the purpose of providing institutional arbitration services.

2.The Board of Arbitration (Board) is an autonomous body of the Istanbul Arbitration Centre. The structure and functional procedures of the Board are set forth in the Rules on the Structure and Functional Procedures of Istanbul Arbitration Centre Board of Arbitration and Secretariat (Appendix-2). The Board is responsible for the administration of both the application of the Istanbul Arbitration Centre Arbitration Rules (Rules) and the resolution of disputes either by a Sole Arbitrator or an Arbitral Tribunal in accordance with the Rules. The Board does not itself resolve disputes.

3.The Secretariat, the structure and functional procedures of which are set forth in the Rules on the Structure and Functional Procedures of the Istanbul Arbitration Centre Board of Arbitration and Secretariat (Appendix-2), assists the Board in its work.

ARTICLE 2

Scope of Application

1. In cases where the parties have agreed to submit their disputes under the Istanbul Arbitration Centre Arbitration Rules, the Rules herein under shall be

applicable to arbitration.

2. The parties may refer to the Istanbul Arbitration Centre as ITM, ISTAC or by any other reference, which may allow to be understood to mean that the Istanbul Arbitration Centre Arbitration Rules have been chosen. In cases where the parties state ITM, ISTAC or any other similar terms, it is deemed to have been agreed that the parties submit to arbitration in accordance with the Istanbul Arbitration Centre Arbitration Rules.

3. In an ad hoc arbitration, the parties may agree for the appointment of the arbitrators by the Board. In this case, the fee shall be paid on the date of the application in accordance with the Istanbul Arbitration Centre Rules on Costs and Fees Scales (Appendix-3).

4. These Rules, along with its Appendices, constitute an integral part.

ARTICLE 3

Definitions

1. In addition to the terms that are defined separately in the articles, pursuant to the Rules the following terms shall have the meanings assigned in this article:

a) Arbitration Agreement: An agreement made by the parties to submit to arbitration all or certain disputes which have arisen or, which may arise between them. An Arbitration Agreement may be made in the form of an arbitration clause in a contract or in the form of a separate agreement.

b) Sole Arbitrator: A single arbitrator whose duty is to resolve the dispute.

- c) Arbitral Tribunal:** A panel of more than one arbitrator whose duty is to resolve the dispute.
- d) Request for Arbitration:** A pleading, the required content of which is set by Article 7 of the Rules and which initiates the arbitral proceedings.
- e) Answer to the Request for Arbitration:** A pleading, the required content of which is set by Article 8 of the Rules and which is submitted as a response to the Request for Arbitration.

ARTICLE 4

Pleadings and Written Statements

- 1.** All pleadings, written statements and documentation submitted by the parties as well as annexes thereto, shall be supplied in the number of copies sufficient to provide one copy for each party, one copy for each arbitrator, and one copy for the Secretariat.
- 2.** A copy of any statement, documentation, pleading, written communication and notification sent by the parties, the Sole Arbitrator or Arbitral Tribunal shall be transmitted to the Secretariat.

ARTICLE 5

Notification

- 1.** All notifications from the Sole Arbitrator, the Arbitral Tribunal or the Secretariat shall be made to the last address of the party or its representative, as notified either by that party or by the other party.

- 2.** All notifications may be made by delivery against receipt, registered post, courier, facsimile, email, or any other means of communication, which may provide a record of its transmission.
- 3.** All notifications shall be deemed to have been made on the day that they were delivered to the last address of the designated recipient. Notifications, which are made by facsimile, email or any other means of communication, shall be deemed to have been made on the day that they shall be deemed to have been received.

ARTICLE 6

Time Limits

- 1.** Pursuant to the Rules the time limits shall begin to run on the day following the day when a notification is made or deemed to have been made. If this date is an official holiday or a non-business day of the country where the notification is deemed to have been made, the period of time shall begin to run on the first following business day.
- 2.** In the calculation of time limits, official holidays and non-business days shall be included as well.
- 3.** If the last day of the time limits is either an official holiday or a non-business day of the country where the notification is deemed to have been made, the time limit shall expire at the end of the first following business day.

Section II

COMMENCEMENT OF THE ARBITRATION PROCEEDINGS

ARTICLE 7

Request for Arbitration

1. Any party wishing to commence an arbitration under the Rules shall submit its Request for Arbitration to the Secretariat along with the number of copies required by Article 4 of the Rules. The Secretariat shall notify the claimant and the respondent of the receipt of the request and the date of such receipt.

2. The Request for Arbitration shall include the following:

- a)** Full names, titles, addresses, telephone and facsimile numbers and email addresses of each of the parties and, if any, of their representatives;
- b)** Brief explanations on the subject matter, nature and circumstances of the dispute;
- c)** General information of the facts upon which relief sought by the claimant is based;
- d)** Along with the relief sought, the amount of the any quantified claims, and for the claims for which the amount cannot be determined, an estimate of their monetary value;
- e)** A copy of the Arbitration Agreement and any other relevant documents, which are considered necessary;

f) Statements concerning the number of arbitrators, the choice of arbitrators, the seat of arbitration, the language of arbitration and the applicable law.

3. Together with the Request for Arbitration, the claimant shall deposit the registration fee in accordance with the Istanbul Arbitration Centre Rules on Costs and Fees Scales (Appendix-3) that are in force on the date of the request.

4. In cases where the Request for Arbitration is incomplete, the required number of copies and annexes is not submitted or the registration fee is not deposited, the Secretariat may grant a time limit, not exceeding 15 days, within which the claimant shall remedy these defects. If the claimant fails to comply within such time limit, the file shall be closed by the Secretariat and the claimant shall be informed. The claimant however, may resubmit its claims at a later date in another Request for Arbitration.

5. Once the Secretariat has received sufficient copies of the Request for Arbitration and documents annexed thereto pursuant to Article 4 of the Rules along with the required registration fee, it shall immediately communicate a copy of the Request for Arbitration and its annexes to the respondent.

6. The date on which both the Request for Arbitration and the required registration fee are received by the Secretariat, shall be deemed to be the date of the commencement of the arbitration.

7. Any party wishing to refer to arbitration under the Rules may also commence the arbitration by submitting its Statement of Claim to the Secretariat directly, instead of a Request for Arbitration. Where the claimant commences arbitration by submitting its Statement of Claim directly, the respondent, within 30 days, may either submit its Statement

of Defence or chooses to submit only its Answer to Request for Arbitration.

8. In cases where the arbitration is initiated by the submission of the Statement of Claim by the claimant and followed by the submission of the Statement of Defence by the respondent, the provisions of the Rules with respect to the Request for Arbitration and the Answer of the Request for Arbitration, along with other provisions, shall apply where appropriate.

ARTICLE 8

Answer to the Request for Arbitration and Counterclaim

1. Within 30 days of the notification of the Request for Arbitration, the respondent shall submit its Answer to the Request for Arbitration to the Secretariat along with the number of copies required under Article 4 of the Rules.

2. The Answer to the Request for Arbitration shall include the following:

- a)** Full names, titles, addresses, telephone and facsimile numbers and email addresses of each of the parties and, if any, of their representatives;
- b)** Explanations concerning the nature, circumstances, grounds of the dispute and the facts, which the claimant provided in its Request for Arbitration;
- c)** Responses to the relief sought by the claimant;
- d)** All claims, defences and objections with respect to the existence, validity or content of the Arbitration Agreement;

e) Statements concerning the number of arbitrators, the choice of arbitrators, the seat of arbitration, the language of arbitration and the applicable law.

3. Upon the request of the respondent, the Secretariat may grant the respondent an additional time to submit its Answer to Request for Arbitration. However, in any case within 30 days, the respondent shall either choose an arbitrator where an Arbitral Tribunal will be constituted or shall make a statement concerning its choice where a Sole Arbitrator is designated. Otherwise, pursuant to the Rules, the Board shall appoint the arbitrator.

4. The Secretariat shall immediately communicate a copy of the Answer to Request for Arbitration and its annexes to the claimant.

5. If the respondent fails to take part in the arbitration, raises an objection to refer to arbitration, or fails to submit its Answer to Request for Arbitration, the arbitration still proceeds pursuant to the Rules.

6. The respondent may raise any counterclaim along with the Answer to Request for Arbitration. With respect to the counterclaims, the following matters should be provided:

a) Explanations concerning the nature and circumstances of the dispute giving rise to the counterclaim and the facts upon which the counterclaim is based;

b) Along with the relief sought, the amount of the any quantified claims, and for the claims for which the amount cannot be determined, an estimate of their monetary value;

c) A copy of the Arbitration Agreement and any relevant documents, which are considered necessary.

- 7.** The respondent shall deposit the registration fee in accordance with the Istanbul Arbitration Centre Rules on Costs and Fees Scales (Appendix-3) that are in force on the date of the submission of the counterclaim.
- 8.** Within 30 days from the notification of the Answer to Request for Arbitration, the claimant shall submit its response to the respondent's counterclaims. The Secretariat may, upon the request, grant additional time to the claimant.

ARTICLE 9

Provisions of the Arbitration Agreement

- 1.** The respondent raises its objections with respect to the existence, validity, content, scope or application of the Arbitration Agreement within its Answer to Request for Arbitration. Otherwise, the respondent's objection to the jurisdiction shall not be considered. Where the respondent fails to submit the Answer to Request for Arbitration, or raises objections with respect to the existence or validity of the Arbitration Agreement within its Answer to Request for Arbitration, the Sole Arbitrator or Arbitral Tribunal shall decide on that issue.
- 2.** The Sole Arbitrator or Arbitral Tribunal shall have the power to rule on its own jurisdiction, including any objections with respect to the existence or validity of the Arbitration Agreement. When making this decision, an arbitration clause that is incorporated into a contract shall be treated independently from the rest of the provisions of that contract. A decision by the Sole Arbitrator or Arbitral Tribunal that the main contract is void does not conclude ipso facto the invalidity of the Arbitration Agreement.

ARTICLE 10

Multiple Contracts

1. If the claims and relief sought between the parties arise out of, or in connection with, more than one contract, they may be settled in a single arbitration on the condition that all of the contracts refer to arbitration under the Rules and that the arbitration agreements are compatible with each other.

ARTICLE 11

Consolidation

1. Upon the request of any party, the Board may consolidate two or more arbitrations that are pending under the Istanbul Arbitration Centre Arbitration Rules into a single arbitration, provided that the following conditions are satisfied:

- a)** If the parties to the arbitrations which are requested to be consolidated are different, and all parties have agreed to the consolidation; or
- b)** If the parties to the arbitrations which are requested to be consolidated are the same, and
 - i)** The parties have agreed to consolidation; or
 - ii)** All of the claims in the arbitrations are based on the same arbitration agreement; or
 - iii)** If the claims in the arbitrations are based on more than one arbitration agreement, the disputes in the arbitrations arise in connection with the same legal relationship and the arbitration agreements are compatible.

2. In deciding whether to consolidate, the Board considers any relevant circumstances, such as whether or not the arbitrators have been desig-

nated and, if so, whether the designated persons are the same or not. If the co-arbitrator of the respondent has not been designated at the time of the request for consolidation, the co-arbitrator of the respondent shall not be designated until the Board decides on the request for consolidation.

3. The request for consolidation shall be submitted to the Secretariat. The Secretariat, after consulting with all of the parties, transmits the request for consolidation to the Board. If the Board decides to consolidate, the arbitrations shall be consolidated into the arbitration that commenced first, unless otherwise agreed by all parties.

Section III

SOLE ARBITRATOR or ARBITRAL TRIBUNAL

ARTICLE 12

Impartiality and Independence of Arbitrators

- 1.** Every arbitrator must be impartial and independent and they must remain impartial and independent until the proceedings come to an end.
- 2.** The arbitrator shall sign and submit to the Secretariat a statement of impartiality and independence within 7 days from accepting the duty and the arbitrator undertakes to allocate sufficient time for the arbitrator's duty.
- 3.** Both prior to accepting the duty and in the course of the arbitration proceedings, the arbitrator must disclose in writing to the Secretariat any facts

or circumstances which might have an influence on their impartiality and independence, as well as any facts or circumstances which may give rise to justifiable doubts as to their impartiality and independence. The Secretariat shall notify the parties of such information and fix a reasonable time period for the parties to submit their comments. Following this, the Board shall make its decision on the issue.

4. By accepting to serve, the arbitrators undertake to conduct the arbitration and carry out their responsibilities pursuant to the Rules. This provision shall not be applied in cases where the Istanbul Arbitration Centre acts only as the appointing authority.

ARTICLE 13

Number of Arbitrators

1. The parties are free to agree on the number of arbitrators. In cases where the parties agree on more than one arbitrator, the number of arbitrators must be an odd number.

2. In cases where the parties have not agreed on the number of arbitrators, the Board shall, by taking all relevant circumstances and facts into consideration, decide that the dispute be resolved by either a Sole Arbitrator or by an Arbitral Tribunal consisting of three arbitrators.

ARTICLE 14

Choice of Arbitrators

1. In cases where the dispute shall be resolved by a Sole Arbitrator, the parties shall choose the Sole Arbitrator together. If the parties fail to choose the Sole Arbitrator within 30 days from the notifica-

tion of the claimant's Request for Arbitration to the other party or within the additional time granted by the Secretariat, the Board shall appoint the Sole Arbitrator.

2. In cases where the dispute shall be resolved by an Arbitral Tribunal, each of the parties shall choose one arbitrator in the Request for Arbitration and the Answer to Request for Arbitration respectively. If one of the parties fails to choose an arbitrator, the Board shall appoint the arbitrator.

3. Unless otherwise agreed by the parties, the two co-arbitrators, who have been either chosen or appointed, shall designate the third arbitrator. In the event that the co-arbitrators fail to designate the third arbitrator within 15 days from the Secretariat's notification of either their nomination or appointment, the Board shall appoint the third arbitrator.

4. In cases where the dispute is to be resolved by an Arbitral Tribunal, if there are multiple claimants and/or multiple respondents and the multiple claimants jointly, and/or the multiple respondents jointly, cannot agree on the nomination of an arbitrator, the Board shall appoint the arbitrator on behalf of the party who fails to choose an arbitrator.

5. In cases where the dispute is to be resolved by an Arbitral Tribunal, the third arbitrator shall act as the President of the Arbitral Tribunal.

ARTICLE 15

Appointment of Arbitrators

1. When appointing the arbitrator, the Board shall take into consideration the circumstances that might have influence on the impartiality and independence of the arbitrator, along with the prospec-

tive arbitrator's availability and required ability to conduct the arbitration proceedings.

ARTICLE 16

Challenge of Arbitrators

1. An arbitrator may be challenged if she/he does not possess the qualifications which were agreed to by the parties, if there are circumstances and facts which give raise to doubts as to her/his impartiality and independence, or if there are other reasons that prevent the arbitrator from performing arbitrator's duty. The request for challenge of an arbitrator shall be made to the Secretariat by submitting a written statement. In such statement, the facts and circumstances on which the challenge was based shall be specified.

2. The request to challenge shall be submitted within 30 days from the parties' notification of either choice or appointment of the arbitrator. In cases where any circumstances and facts giving raise to a challenge became known at a more advanced stage of the proceedings, the request to challenge shall be made within 30 days from the date on which the party making the request became aware of such circumstances and facts.

3. The Secretariat shall notify the Sole Arbitrator or Arbitral Tribunal of the request for challenge, along with the other party and it shall grant a time limit, not exceeding 15 days in which requests them to submit their comments in writing.

4. Where the challenged arbitrator refuses to resign or all parties do not agree on the challenge, the Board shall consider the challenge and renders a decision. In cases where the Board accepts the request to challenge, the arbitrator's duty terminates.

ARTICLE 17

Replacement of Arbitrators

- 1.** The Board shall decide to replace an arbitrator if the request to challenge is accepted, if the parties agree on the challenge of the arbitrator, or if the arbitrator withdraws from his duty.
- 2.** If an arbitrator fails or becomes unable de jure or de facto to perform her/his duty, at the request of one of the parties, the Board terminating the relevant arbitrator's duty, may decide that a new arbitrator shall be designated. Prior to making such a decision, the Board shall request the parties, the relevant arbitrator and other arbitrators to submit their comments in writing within a reasonable period of time. The Board shall communicate such comments to the parties and to the arbitrators.
- 3.** When an arbitrator is to be replaced, a substitute arbitrator shall be designated according to the procedure, which was applicable to the designation of the arbitrator being replaced. Following the replacement, the Sole Arbitrator or Arbitral Tribunal shall decide if and to what extent prior proceedings shall be repeated.
- 4.** In cases where the arbitrator is replaced subsequent to the closing of the proceedings, without appointing a substitute arbitrator, the Board may decide that the remaining arbitrators shall terminate the arbitration proceedings. In making such a decision, the Board shall take into consideration all facts, circumstances and the opinions of the remaining arbitrators and of the parties. The decisions of the Board concerning the appointment, challenge and replacement of arbitrators are final and the reasons for such decisions shall not be the declared.

Section IV

ARBITRAL PROCEEDINGS

ARTICLE 18

Transmission of the File to the Sole Arbitrator or Arbitral Tribunal

1. The Secretariat shall transmit the file to the Sole Arbitrator or Arbitral Tribunal as soon as the advance on costs set forth under Article 42(2) of the Rules and the Istanbul Arbitration Centre Rules on Costs and Fees Scales (Appendix-3), has been paid.

ARTICLE 19

Right to Fair Trial

1. The Sole Arbitrator or Arbitral Tribunal shall conduct the proceedings fairly and impartially, act in respect to the principle of the equality of the parties and ensure that each party has a full opportunity to present its case.

ARTICLE 20

Judicial Economy

1. The parties and the Sole Arbitrator or Arbitral Tribunal, taking into consideration the nature and value of the dispute, shall make every effort to conduct the arbitration in an expeditious and cost-effective manner. In order to ensure the conduct of the arbitration in an expeditious and cost-effective manner, the Sole Arbitrator or Arbitral Tribunal, after consulting with the parties, shall make necessary decisions deemed to be appropriate and

provided that they are not incompatible with the parties' agreement.

ARTICLE 21

Confidentiality

1. Unless otherwise agreed by the parties, the arbitral proceedings are confidential. At the request of one of the parties, the Sole Arbitrator or Arbitral Tribunal may give any order concerning the confidentiality of the arbitration and the proceedings, and may take necessary measures to protect trade secrets, along with other confidential information.

ARTICLE 22

Rules Governing the Proceedings

1. The Sole Arbitrator or Arbitral Tribunal shall conduct the arbitral proceedings pursuant to the Rules. In cases where the Rules are silent, the rules agreed by the parties shall apply. If there is no agreement between the parties on such matter, the rules designated by the Sole Arbitrator or Arbitral Tribunal shall apply.

2. All participants in the arbitral proceedings must act in good faith.

ARTICLE 23

Seat of the Arbitration

1. Unless otherwise agreed by the parties, the seat of the arbitration shall be Istanbul.

2. Unless otherwise agreed by the parties, the Sole Arbitrator or Arbitral Tribunal may, after consulting

with the parties, conduct hearings and meetings at any location, other than the seat of the arbitration deemed to be appropriate.

ARTICLE 24

Language of the Arbitration

1. The parties freely determine the language of the arbitration. In the absence of such agreement between the Parties, the Sole Arbitrator or Arbitral Tribunal shall determine the language of the arbitration considering all circumstances and conditions. The language of the arbitration may be one or more languages.

2. Unless otherwise agreed, documents in languages other than the language of the arbitration shall be submitted together with a translation.

ARTICLE 25

Rules of Law Applicable to the Merits of the Dispute

1. The Sole Arbitrator or Arbitral Tribunal shall make their decision in accordance with the rules of law chosen by the parties as applicable to the merits of the dispute. In the absence of such agreement by the Parties, the Sole Arbitrator or Arbitral Tribunal shall apply the rules of law that is deemed to be appropriate.

2. The Sole Arbitrator or Arbitral Tribunal may decide *ex aequo et bono* only if the Parties have expressly authorized them to do so.

ARTICLE 26

Terms of Reference

1. Unless otherwise agreed by the Parties, the Sole Arbitrator or Arbitral Tribunal shall immediately draw up the terms of reference following the submission of the Request for Arbitration and Answer to Request for Arbitration.

2. The terms of reference shall include the following:

a) Full names, titles, addresses, telephone and facsimile numbers, and email addresses of each of the parties and, if any, of their representatives;

b) Name, surname, addresses, telephone and facsimile numbers, and email addresses of the arbitrator(s);

c) The addresses to which notifications and communications shall be made in the course of the arbitration;

d) A summary of parties' claims and defences and the relief sought by each party together with the amounts of any quantified claims, and to the extent possible, an estimate of the monetary value of any other claims;

e) If the Sole Arbitrator or Arbitral Tribunal considers it appropriate, a list of disputed issues to be determined;

f) The place of the arbitration;

g) The language(s) of the arbitration;

h) The applicable procedural rules; and

i) The reference to the power conferred to the Sole Arbitrator or Arbitral Tribunal to decide *ex aequo et bono*.

- 3.** The terms of reference shall be signed by the parties and the Sole Arbitrator or Arbitral Tribunal. The Sole Arbitrator or Arbitral Tribunal shall submit the signed terms of reference to the Secretariat within 30 days of the date on which the file was transmitted to it. The Board may extend this time limit pursuant to a reasoned request from the Sole Arbitrator or Arbitral Tribunal or on its own initiative if it deems necessary.
- 4.** If one of the parties does not participate in the preparation of the terms of reference or refuses to sign the prepared terms of reference, the terms of reference shall be submitted to the Board to be approved.

ARTICLE 27

Procedural Timetable

- 1.** During the drawing up of the terms of reference, the Sole Arbitrator or Arbitral Tribunal, after consulting with the parties, shall establish a procedural timetable; particularly establish the date of the submission of pleadings, the date of the hearing and dates of the other procedural issues it deems appropriate.
- 2.** The Sole Arbitrator or Arbitral Tribunal shall transmit the procedural timetable to the parties and to the Secretariat.
- 3.** In cases where it is deemed necessary, the Sole Arbitrator or Arbitral Tribunal, in consultation with the parties, may modify the dates and time limits stated in the procedural timetable. In this case, the Sole Arbitrator or Arbitral Tribunal shall communicate the new procedural timetable to the parties and the Secretariat within 5 days.

ARTICLE 28

New Relief Sought

1. Unless otherwise agreed by the parties, new relief may be sought during the course of the arbitral proceedings. However, the Sole Arbitrator or Arbitral Tribunal, considering other facts and circumstances, may not allow the new relief to be sought if it was late to be claimed or if it causes an unfair major difficulty to the other party.

ARTICLE 29

Proceeding and Evidences

1. The Sole Arbitrator or Arbitral Tribunal shall consult all means it deems to be appropriate in order to establish the facts of the case.

2. The Sole Arbitrator or Arbitral Tribunal may hear the parties, witnesses and others upon the request of one of the parties or on its own initiative.

3. The Sole Arbitrator or Arbitral Tribunal may hear the experts appointed by the parties, as well as, after consulting with the parties, if it deems necessary, may appoint an expert and define the scope of duty. At the hearing, the Sole Arbitrator or Arbitral Tribunal or the parties, may directly ask questions to any such expert(s).

4. The Sole Arbitrator or Arbitral Tribunal, after consulting with the parties, may decide to conduct a site visit.

5. During the course of the proceedings, the Sole Arbitrator or Arbitral Tribunal may request the parties to submit any additional information and documents.

ARTICLE 30

Hearings

- 1.** Upon the request of one of the parties or on its own initiative where it deems necessary, the Sole Arbitrator or Arbitral Tribunal may decide to hold a hearing in order to listen to the parties, witnesses or experts. After consulting with the parties, the Sole Arbitrator or Arbitral Tribunal may decide solely on the basis of documents without holding a hearing.
- 2.** The date of a hearing shall be stipulated in the timetable. The Sole Arbitrator or Arbitral Tribunal, giving adequate advance notice to the parties, shall summon them to be present on the date, time and at the place of the hearing. If any of the duly summoned parties, fails to appear without a valid excuse, the Sole Arbitrator or Arbitral Tribunal may proceed with the hearing.
- 3.** All parties have the right to attend the hearing. The Parties may attend the hearing in person and/or through their representatives or counsel.
- 4.** The Sole Arbitrator or Arbitral Tribunal shall be in full charge of the conduct of hearings.
- 5.** Unless there is an approval of the parties, the Sole Arbitrator or Arbitral Tribunal shall not permit persons not involved with the arbitration proceedings to attend the hearing.

ARTICLE 31

Interim Measures

- 1.** Unless otherwise agreed by the parties, if circumstances exist that are so urgent that the party cannot wait for the Sole Arbitrator or Arbitral Tribunal to begin its duty, the party that needs interim legal protection may apply to the Secretariat pur-

suant to the Istanbul Arbitration Centre Emergency Arbitrator Rules (Appendix-1).

2. Unless otherwise agreed by the parties, the Sole Arbitrator or Arbitral Tribunal, at the request of a party, may grant an interim measure it deems appropriate.

3. The Sole Arbitrator or Arbitral Tribunal may make granting the interim measure subject to appropriate security being provided.

4. Before or after the transmission of the file to the Sole Arbitrator or Arbitral Tribunal, the parties may also apply to the courts for interim measures. This situation shall not be incompatible with, or constitute a waiver of the arbitration agreement and shall not affect the powers of the Sole Arbitrator or Arbitral Tribunal.

ARTICLE 32

Closure of Proceedings

1. As soon as possible after the last hearing with respect to the issues to be decided in an award or the submission of the last pleading regarding such issues, whichever occurs later, the Sole Arbitrator or Arbitral Tribunal shall inform the parties and the Secretariat in writing that the proceedings are closed. Along with the notification of the closure of proceedings, the expected date of the award shall be declared to the parties and to the Secretariat.

2. After the declaration of closure of proceedings, no further claims or defences may be made, or evidence produced, with regard to the issues to be decided in the award. If the Sole Arbitrator or Arbitral Tribunal deems necessary due to exceptional circumstances under the request or authorization of the Sole Arbitrator or Arbitral Tribunal, the parties may submit new statements and documents.

Section V

AWARD

ARTICLE 33

Time Limit for the Award

1. The Sole Arbitrator or Arbitral Tribunal shall render the award on the merits of the dispute, within 6 months from the date upon which the completion of the signatures on the terms of reference or, the date of notification to the Sole Arbitrator or Arbitral Tribunal by the Secretariat of the approval of the terms of reference pursuant to Article 26(4). If the Parties agreed not to draw up a terms of reference, the time limit for the award shall begin to run from the date of the submission of the procedural timetable to the Secretariat. The Board, using the procedural timetable as a base, may extend the time limit on its own initiative.

2. The time limit for the award may be extended, upon the agreement of the parties; if the parties fail to agree, the Board may extend the time limit upon the Sole Arbitrator or Arbitral Tribunal's request or in cases where it deems necessary on its own initiative.

ARTICLE 34

Making of the Award

1. When the dispute is resolved by an Arbitral Tribunal, it shall decide by majority. In the absence of majority, the award shall be made by the President of the Arbitral Tribunal.

2. The award shall be signed by the Sole Arbitrator or by the majority of the arbitrators of the Arbitral Tribunal or by the President of the Arbitral Tribunal

pursuant to Article 34(1). If one of the arbitrators fails to sign without valid cause, the reason for the absence of signature shall be stated in the award and the award shall be signed by the other arbitrators.

3. The Sole Arbitrator or Arbitral Tribunal must make every effort necessary to render an enforceable award.

ARTICLE 35

Content of the Award

- 1.** The arbitral award contains the following:
 - a)** Names, surnames, titles, addresses of each of the parties and, if any, of their representatives along with their counsels;
 - b)** The reasoning of the award;
 - c)** The decision;
 - d)** The decision concerning the costs of the arbitration;
 - e)** The place of the arbitration and the date of the award;
 - f)** Names, surnames, signatures of the arbitrator(s).
- 2.** Unless otherwise agreed, the Sole Arbitrator or Arbitral Tribunal may render a partial award.

ARTICLE 36

Deposit and Notification of the Award

- 1.** The original of the award signed by the Sole Arbitrator or Arbitral Tribunal or the President of

the Arbitral Tribunal pursuant to Article 34(1) shall be deposited with the Secretariat.

2. The Secretariat shall notify the parties of the signed award on the condition that the costs of the arbitration have been paid in full by the parties or by one of the parties.

3. The Secretariat shall provide certified true copies of the award to the parties upon their request at any time. The copy of the award shall not be provided to anybody except the parties, their representatives and their counsels.

4. The arbitral award shall be binding on the parties.

ARTICLE 37

Correction, Interpretation of the Award and Additional Award

1. The Sole Arbitrator or Arbitral Tribunal may correct *ex officio* any computational and typographical errors in the award within 30 days of the date on which the award was rendered.

2. Within 30 days of the notification of the award, one of the parties may make an application to the Secretariat with a request for the interpretation of the award or the correction of any computational and typographical errors in the award.

3. Within 30 days of the notification of the award, each of the parties may make an application to the Secretariat with a request for an additional award concerning reliefs sought in the arbitration proceedings but omitted from the award.

4. In cases where the provisions of Articles 37(2) and 37(3) apply, the Secretariat shall notify the parties and the Sole Arbitrator or Arbitral Tribunal

of this application. The Sole Arbitrator or Arbitral Tribunal shall grant a time period, not exceeding 30 days, for the other party to submit its comments.

5. Following the expiration of the time limit, the Sole Arbitrator or Arbitral Tribunal shall submit its decision concerning the correction, interpretation or additional award within at most 30 days. Where an additional award is requested, the Board may grant a longer period, not exceeding 60 days.

6. The decision concerning the correction, interpretation and additional award shall take the form of an addendum and shall constitute an integral part of the award. The provisions of Articles 34 and 36 of these Rules shall apply, where appropriate, to the decisions concerning the correction, interpretation and additional award.

ARTICLE 38

Settlement

1. If the Parties reach a settlement after the transmission of the file to the Sole Arbitrator or the Arbitral Tribunal, the arbitration proceedings shall be terminated. If requested by the parties and accepted by the Sole Arbitrator or Arbitral Tribunal, the settlement may be recorded in the form of an award.

ARTICLE 39

Termination of the Proceedings

1. The arbitration proceedings are terminated by the issuance of the award or by the occurrence of any of the following circumstances:

- a)** If the claimant withdraws its claims, unless the respondent objects thereto and the Sole Ar-

bitrator or Arbitral Tribunal recognizes that the respondent has a legitimate interest in obtaining a final settlement of the dispute;

b) If the parties agree on the termination of the proceedings;

c) If the Sole Arbitrator or Arbitral Tribunal determines that the continuation of the proceedings has, for any other reason, become unnecessary or impossible;

d) If an advance for the costs of arbitration is not deposited pursuant to Article 42.

2. The mandate of the Sole Arbitrator or Arbitral Tribunal terminates with the termination of the proceedings, without prejudice to Articles 37 and 38 of these Rules.

ARTICLE 40

Waiver

1. If a party proceeds with the arbitration without stating its objection to

a) Any provisions of the Rules, or of any other rules applicable to the arbitration procedure;

b) The conduct of the arbitration proceedings;

c) The orders granted by the Sole Arbitrator or Arbitral Tribunal;

d) The constitution of the Sole Arbitrator or Arbitral Tribunal under the arbitration agreement,

that party waives its right to raise an objection.

Section VI

COSTS

ARTICLE 41

Costs of Arbitration

1. The costs of arbitration shall be fixed in the arbitral award along with the decision on which of the parties shall bear the costs or in what proportions the costs shall be borne by the parties.

2. The costs of arbitration consist of:

a) The fees of the Sole Arbitrator or members of Arbitral Tribunal and Istanbul Arbitration Centre administrative costs fixed by the Board, in accordance with the Istanbul Arbitration Centre Rules on Costs and Fees Scales (Appendix-3) in force on the date of the commencement of the arbitration proceedings;

b) The expenses of the Sole Arbitrator or Arbitral Tribunal;

c) The fees paid to the experts, and to the other persons whose assistance is sought and who are appointed by the Sole Arbitrator or Arbitral Tribunal, and the costs for any site inspection;

d) The costs for legal representation, the fees and expenses of experts and any other costs incurred by the parties in course of the arbitration proceedings.

3. Apart from the Istanbul Arbitration Centre administrative costs and the fees of the Sole Arbitrator or members of Arbitral Tribunal as fixed by the Board, the Sole Arbitrator or Arbitral Tribunal may make decisions on costs at any time during the arbitral proceedings; and may order payment of such costs.

4. In making decisions concerning the costs of arbitration, the Sole Arbitrator or Arbitral Tribunal shall take into consideration all relevant facts and circumstances, including the nature of the dispute and parties' efforts to conduct the arbitration in an expeditious and cost-effective manner.

5. If the arbitration proceedings terminate before the rendering of an arbitral award, the Board shall decide on the fee(s) and expenses of the arbitrator(s) and the Istanbul Arbitration Centre administrative costs. In cases where the parties have not agreed upon the allocation of the costs of arbitration, the Sole Arbitrator or Arbitral Tribunal decides on such matters. If the Sole Arbitrator or Arbitral Tribunal has not been constituted at the time of claimant's withdrawal of its claims or the termination of the proceedings, each party may request the Board to proceed with the constitution of the Sole Arbitrator or Arbitral Tribunal, so that it may make decisions on costs. Before rendering its decision, the Sole Arbitrator or Arbitral Tribunal shall take the statement of the parties.

ARTICLE 42

Deposit of the Advance on Costs for the Arbitration

1. After receipt of the Request for Arbitration, the Secretariat may request the claimant to deposit an amount as an advance, intended to cover the costs of the arbitration until the terms of reference have been drawn up. This advance deposited by the claimant shall be considered as a partial payment of any advance on costs fixed pursuant to Article 42.

2. At the earliest possible time, the Board shall fix the amount of advance on costs to cover the fee(s)

and expenses of the arbitrator(s) and the Istanbul Arbitration Centre administrative costs for the claims, which have been referred to by the parties. This amount shall be paid in equal shares by the parties.

3. Where the respondent submits a counterclaim, the Board may fix a separate advance on costs for the claimant's claims and respondent's counterclaims. In this case, each of the parties shall deposit the determined advance on costs corresponding to its claims.

4. In the course of the arbitration proceedings the Board may readjust the amount of advance on costs, which was fixed pursuant to Article 42.

5. Any of the parties may deposit the other party's share of any advance on costs if that party fails to deposit its share.

6. When an advance on costs fixed pursuant to Article 42 has not been paid with, after consulting with the Sole Arbitrator or the Arbitral Tribunal, the Secretariat may suspend the proceedings. After the notification of suspension of the proceedings, the related party or parties will be granted 15 days for the deposit of the advance on costs. Upon the request of related party or parties, the Secretariat may grant additional time if it deems appropriate. If the advance on costs has not been deposited on time, the Sole Arbitrator or Arbitral Tribunal will be informed of the failure to deposit, and the Sole Arbitrator or Arbitral Tribunal terminates the proceedings. In this case, the relevant party may resubmit the claim or claims in a later arbitration proceeding.

7. If one of the parties claims a right to set-off with regard to any claim, such set-off shall be taken into consideration in determining the advance on costs in the same way as a separate claim insofar as

it may require the Sole Arbitrator or the Arbitral Tribunal to consider additional facts and circumstances.

Section VII

FINAL PROVISIONS

ARTICLE 43

Modification of the Time Limits

1. The Parties may agree to change the time limits set out in the Rules.
2. The Board may extend any time limit which has been modified by the parties, if it decides that it is necessary to do so in order that the Sole Arbitrator or Arbitral Tribunal and the Board may comply with their mandates pursuant to the Rules.

ARTICLE 44

Limitation of Liability

1. The Board and its members, the Secretariat and its employees and other Istanbul Arbitration Centre's employees and the arbitrators or any person appointed by the Sole Arbitrator or Arbitral Tribunal, shall not be liable to any person for any act or omission in connection with the arbitration, except to the extent such limitation of liability is prohibited by applicable law.

ARTICLE 45

Entering into Force

1. These Rules enter into force upon the approval of the Istanbul Arbitration Centre General Assembly.

MODEL ARBITRATION CLAUSE

Any disputes arising out of or in connection with the present contract shall be finally settled through arbitration under the Istanbul Arbitration Centre Arbitration Rules.

The following provisions may be added to the model arbitration clause:

- The Emergency Arbitrator Rules shall not apply.
- The place of the arbitration shall be (City/Country).
- The language of the arbitration shall be (...).
- The number of the arbitrators shall be (...).
- The law applicable to the merits of the dispute shall be (...).



**ISTANBUL ARBITRATION
CENTRE FAST TRACK
ARBITRATION RULES**



ARTICLE 1

Scope

- 1.** Unless otherwise agreed by the parties, the Istanbul Arbitration Centre Fast Track Arbitration Rules (Fast Track Arbitration Rules) shall apply to disputes where, as at the date of commencement of the arbitration, the total sum of the claims, and any counterclaims, do not exceed TRY 300.000. The parties may also agree that the Fast Track Arbitration Rules shall apply where the amount in dispute exceeds this sum.
- 2.** Unless otherwise agreed by the parties, in cases where both the claims and any counterclaims exceed the sum of TRY 300.000 in the course of the arbitration proceedings, the Fast Track Arbitration Rules shall still apply.
- 3.** Where the sum of the claims does not exceed TRY 300.000 upon a request of one of the parties, the Board, according to the facts and circumstances, may decide not to apply the Fast Track Arbitration Rules.

ARTICLE 2

Commencement of the Arbitration Proceedings

- 1.** The Claimant shall submit its statement of claim along with its annexes to the Secretariat. The statement shall include the following:
 - a)** Full names, titles, addresses, telephone and facsimile numbers and email addresses of each of the parties and, if any, of their representatives;
 - b)** Explanations on the subject matter, nature and circumstances of the dispute;

- c)** The facts upon which the relief sought by the Claimant are based, along with the legal submissions;
- d)** All necessary documents and evidence required to prove the facts upon which the relief sought by the Claimant is based;
- e)** Together with the relief sought, the amount of any quantified claims, and for claims of which the amount cannot be determined, an estimate of their monetary value;
- f)** A copy of the Arbitration Agreement and statements concerning the number of arbitrators, the choice of arbitrators, the seat of the arbitration, the language of the arbitration and the applicable law.

2. Within 15 days of the Secretariat's notification of the statement of claim, the Respondent shall submit its statement of defence and, if any, counterclaims along with their annexes to the Secretariat. The statement shall include the following:

- a)** Full names, titles, addresses, telephone and facsimile numbers and email addresses of each of the parties and, if any, of their representatives;
- b)** Description of the subject matter, nature and circumstances of the dispute and the responses to the claims and legal submission of the Claimant in its Statement of Claim;
- c)** Responses to the relief(s) sought by the Claimant;
- d)** All necessary documents and evidence required to prove the Respondent's defences and, if any, facts upon which its counterclaims are based;
- e)** In light of the claimant's proposals, statements concerning the number of arbitrators, the

choice of arbitrators, and the seat of the arbitration, the language of the arbitration. the applicable law;

f) All claims and objections with respect to the existence, validity or content of the Arbitration Agreement.

3. The party raising an objection with respect to the application of the Fast Track Arbitration Rules prior to the choice or appointment of the Sole Arbitrator, shall submit its objection to the Secretariat within 5 days of the notice to commence arbitration having been served on them. The Board shall make its decision on such an objection.

4. If the Respondent fails to take part in the arbitration, raises an objection to refer to arbitration, fails to submit an objection to the application of the Fast Track Arbitration Rules within the designated time period, or fails to submit its statement of defence, the arbitration shall proceed pursuant to these Rules.

ARTICLE 3

Choice and Appointment of the Sole Arbitrator

1. Unless otherwise agreed by the parties, all disputes subject to the Fast Track Arbitration Rules shall be resolved by a Sole Arbitrator.

2. Within 15 days of notification of the claimant's statement of claim by the Secretariat to the respondent, the parties shall choose together a Sole Arbitrator. If the parties fail to agree on the Sole Arbitrator, the Board shall appoint the Sole Arbitrator.

ARTICLE 4

Procedural Timetable

1. Within 7 days of being chosen or appointed, the Sole Arbitrator, after consulting with the parties, shall establish a procedural timetable so as to decide the submission of any further pleadings by the parties, whether or not to hold a hearing or any other procedural issues that it deems necessary to conduct the proceedings and inform the parties and the Secretariat of the same.

ARTICLE 5

Conduct of the Proceedings

1. The Sole Arbitrator shall consult all means it deems to be appropriate in order to establish the facts of the case.

2. Unless it is deemed necessary, the Sole Arbitrator, after consulting with the parties, shall decide solely on the basis of documents without holding a hearing.

3. The Sole Arbitrator may request the parties to submit any information or documents that it considers necessary in order to resolve the dispute.

ARTICLE 6

Hearing

1. If the Sole Arbitrator decides to hold a hearing, in consultation with the parties, shall determine the date of the hearing and summon the parties to appear on the day, time and location of such hearing with at least 15 days notice.

2. The Sole Arbitrator shall be in full charge of the conduct of hearing.

ARTICLE 7

Time Limit for the Award

- 1.** The Sole Arbitrator renders the decision on the merits of the dispute within 3 months from the transmission of the file to the Sole Arbitrator.
- 2.** The time limit for the award may be extended upon the agreement of the parties or, if it is considered necessary, by the Board upon the application of one of the parties or the Sole Arbitrator.

ARTICLE 8

Award

- 1.** The Sole Arbitrator shall render the award within, at the latest, 1 month of either, the submission of the last statement or the date of the last hearing, whichever occurs later.
- 2.** The arbitral award shall be binding on the parties.

ARTICLE 9

Final Provisions

- 1.** These Rules enter into force upon the approval of the Istanbul Arbitration Centre General Assembly.
- 2.** The relevant provisions of the Istanbul Arbitration Centre Arbitration Rules shall apply, where appropriate, to the matters not regulated under these Rules.
- 3.** These Rules constitute an integral part of the Istanbul Arbitration Centre Arbitration Rules along with its Appendices.



**ISTANBUL ARBITRATION
CENTRE EMERGENCY
ARBITRATOR RULES**

(APPENDIX-1)



ARTICLE 1

Scope

- 1.** Except for cases where the parties have agreed in writing that the Emergency Arbitrator Rules shall not be applicable, the Rules in this Appendix shall apply to applications that are made to the Secretariat for the appointment of an Emergency Arbitrator before the transmission of the file to the Sole Arbitrator or Arbitral Tribunal pursuant to Article 18 of the Istanbul Arbitration Centre Arbitration Rules.
- 2.** The Rules in this Appendix shall apply to the parties who are either signatories to the arbitration agreement taken as the basis for an application for the appointment of an Emergency Arbitrator, or successors of such parties.
- 3.** The Rules in this Appendix shall not prevent the parties from requesting from the courts an interim measure of protection, prior to or, after the application for the appointment of an Emergency Arbitrator. This is not incompatible with the arbitration agreement, nor will it constitute a waiver of the arbitration agreement, or from the right to make an application to the Emergency Arbitrator.

ARTICLE 2

Application

- 1.** The requirement to submit a Request for Arbitration, Statement of Claim, Answer to the Request for Arbitration, or Statement of Defence is not applicable for the party requesting the appointment of an Emergency Arbitrator.
- 2.** The application for the appointment of an Emergency Arbitrator shall include the following:
 - a)** Full names, titles, addresses, telephone and facsimile numbers, and email addresses of each

of the parties and, if any, of their representatives;

b) Explanations on the dispute to be resolved through arbitration;

c) Reasons for the interim measures sought ;

d) Any relevant agreements along with a copy of the arbitration agreement and other necessary information and documents;

e) The interim measure(s) sought;

f) Statements regarding the seat of the arbitration, the language of the arbitration and the applicable law;

g) A copy of the Request for Arbitration, Statement of Claim, or Answer to the Request for Arbitration or Statement of Defence in cases where the party making the application submitted such documents prior to the application;

h) Proof of payment of the Emergency Arbitrator costs pursuant to Article 8 of the Rules in this Appendix.

3. The application shall be made in the language of the arbitration agreed by the parties; in the absence of any such agreement, the application shall be made in the language of the arbitration agreement or, if the arbitration agreement is made in many languages, in one of those languages.

4. The application shall be submitted in a number of copies sufficient to provide one copy for each party, one for the Emergency Arbitrator and one for the Secretariat.

5. The President of the Board shall discharge the Emergency Arbitrator from her/his duty if the party making the application has not submitted a Request for Arbitration or a Statement of Claim within 15 days of the Secretariat's receipt of the Application.

ARTICLE 3

Appointment of the Emergency Arbitrator

- 1.** The President of the Board appoints the Emergency Arbitrator within 2 working days from the Secretariat's receipt of the Application.
- 2.** The Emergency Arbitrator shall not be appointed after the transmission of the file to the Sole Arbitrator or Arbitral Tribunal pursuant to Article 18 of the Istanbul Arbitration Centre Arbitration Rules,.
- 3.** The Emergency Arbitrator must be impartial and independent and must remain impartial and independent until its duty terminates.
- 4.** Upon the acceptance of the duty, the Emergency Arbitrator shall sign and submit to the Secretariat a statement of impartiality and independence and undertakes to allocate sufficient time for its duty.
- 5.** The Emergency Arbitrator shall not act as an arbitrator in any arbitration proceedings relating to the dispute which gave rise to the Application unless the parties agreed after making her/his decision that the Emergency Arbitrator shall also perform arbitrator's duty.
- 6.** The Secretariat shall notify the parties of the appointment of the Emergency Arbitrator; send a copy of the Application and its annexes to the other party, and transmit the file to the Emergency Arbitrator.
- 7.** Once the file has been transmitted to the Emergency Arbitrator, the parties shall submit all statements, documents, pleadings and written communications directly to the Emergency Arbitrator, along with one copy to the Secretariat. The Emergency Arbitrator shall submit to the Secretariat a copy of all written communications with the parties.

ARTICLE 4

Challenge of the Emergency Arbitrator

- 1.** A party wishing to challenge the Emergency Arbitrator shall make its request for challenge to the Secretariat within 3 days of the notification of the Emergency Arbitrator's appointment. Where circumstances and facts giving raise to a challenge become known later, the request for challenge shall be made within 3 days from the date on which the party making the request became aware of such circumstances and facts.
- 2.** Matters which are not regulated under this article are subject, where appropriate, to the provisions of Articles 16 and 17 of the Istanbul Arbitration Centre Arbitration Rules.

ARTICLE 5

Place of the Interim Measure Proceedings

- 1.** The place of the interim measures proceedings shall be the seat of the arbitration if the parties have agreed upon one. Otherwise, the place of the interim measures proceedings shall be Istanbul.
- 2.** The Emergency Arbitrator may conduct meetings at any location deemed to be appropriate.

ARTICLE 6

Interim Measures Proceedings

- 1.** The Emergency Arbitrator, after consulting with the parties, shall establish a procedural timetable within, at the latest, 2 days of the receipt of the file, and shall inform the parties and the Secretariat of the procedural timetable.

- 2.** The Emergency Arbitrator shall decide on the admissibility of the Application and her/his jurisdiction to grant interim measures.
- 3.** Taking into account the nature and urgency of the Application, the Emergency Arbitrator shall conduct the interim measures proceedings in a manner deemed to be appropriate.
- 4.** Unless the Emergency Arbitrator deems it necessary, decides solely on the basis of documents without holding a hearing.
- 5.** The Emergency Arbitrator may request the parties to submit any information or documents that she/he considers necessary.
- 6.** The Emergency Arbitrator conducts the interim measure proceedings fairly and impartially, and must not violate each party's right to be heard.

ARTICLE 7

Interim Measure Decision

- 1.** The Emergency Arbitrator shall make the decision within, at the latest, 7 days of receipt of the file. The President of the Board may extend this time limit upon the Emergency Arbitrator's reasoned request, or, in cases deemed to be appropriate, upon the President of the Board's own initiative.
- 2.** The Emergency Arbitrator, taking into account the nature and circumstances of the Application, shall grant interim measures deemed to be appropriate. The Emergency Arbitrator may require an appropriate security in order to grant interim measures.
- 3.** The Emergency Arbitrator shall draw up her/his decision in writing. The decision will state the date and the place of interim measure proceedings and the reasons for the decision. The decision will be

signed by the Emergency Arbitrator. The Emergency Arbitrator shall notify the decision to the parties and the Secretariat.

4. The Emergency Arbitrator's decisions are binding on the parties. The parties undertake to comply with the decision without any delay.

5. If the circumstances and facts on which the interim measure was granted change prior to the transmission of the file to the Sole Arbitrator or Arbitral Tribunal, pursuant to Article 18 of the Istanbul Arbitration Centre Arbitration Rules, upon the reasoned request of a party, the Emergency Arbitrator may modify or terminate her/his decision.

6. The decision granted by the Emergency Arbitrator ceases to be binding upon the parties in the situations mentioned below:

a) The termination of the Emergency Arbitrator's duty by the President of the Board pursuant to Article 2(5) of the Rules in this Appendix;

b) The acceptance of a challenge against the Emergency Arbitrator pursuant to Article 4 of the Rules in this Appendix;

c) Unless the Sole Arbitrator or Arbitral Tribunal expressly decide otherwise, the making of the arbitral award;

d) The termination of the arbitration pursuant to Article 39 of the Istanbul Arbitration Centre Arbitration Rules.

7. The Sole Arbitrator or Arbitral Tribunal is not bound by the decisions of the Emergency Arbitrator. Upon one party's request, or on its own initiative, the Sole Arbitrator or Arbitral Tribunal may modify or terminate the Emergency Arbitrator's decisions and the procedures made according to such decisions.

ARTICLE 8

Costs of Interim Measures Proceedings

1. The costs of the interim measures proceedings consist of

- a)** The administrative costs of the Istanbul Arbitration Centre;
- b)** The Emergency Arbitrator's fee;
- c)** The Emergency Arbitrator's and the parties' expenses with respect to such proceedings.

2. The party who applied for the appointment of the Emergency Arbitrator must pay the amount of TRY 30.000 for the Emergency Arbitrator, and TRY 10.000 for the administrative costs of the Istanbul Arbitration Centre. If the proof of payment of these costs is not submitted on Application, the Secretariat will dismiss the Application.

3. In the decision, the Emergency Arbitrator shall fix the costs of the interim measures proceedings, and decide which of the parties shall bear the costs or in what proportion they shall be borne by the parties. Upon one party's request, the Sole Arbitrator or Arbitral Tribunal may modify the decision of the Emergency Arbitrator related to the costs.

ARTICLE 9

Final Provisions

1. The President, or in her/his absence, the Vice-President of the Board, shall decide on all the matters relating to interim measures proceedings that are not expressly provided for in this Appendix.

2. In all matters concerning the interim measures proceedings, which are not expressly provided for in this Appendix, the President of the Board, the Secretariat and the Emergency Arbitrator will act in the spirit of this Appendix and the Istanbul Arbitration Centre Arbitration Rules.



**ISTANBUL ARBITRATION CENTRE
RULES ON STRUCTURE and FUNCTIONAL
PROCEDURES of BOARD of ARBITRATION
and SECRETARIAT**

(APPENDIX-2)



Section I

INTRODUCTORY PROVISIONS

ARTICLE 1

Objective

1. The Rules in this Appendix aim to regulate, the structures and functional procedures of Istanbul Arbitration Centre National Board of Arbitration and International Board of Arbitration and the Secretariat.

ARTICLE 2

Definitions

1. Pursuant to the Rules in this Appendix, the following terms shall have the meanings assigned thereto:

- a)** Board: Istanbul Arbitration Centre National Board of Arbitration and International Board of Arbitration;
- b)** Secretariat: Istanbul Arbitration Centre Secretariat General;
- c)** Centre: Istanbul Arbitration Centre;
- d)** Rules: Istanbul Arbitration Centre Arbitration Rules, along with the Rules in its Appendixes, Istanbul Arbitration Centre Fast Track Arbitration Rules and Istanbul Arbitration Centre Mediation Rules.

Section II

THE BOARD

ARTICLE 3

Function

- 1.** The Board is responsible for the administration of the application of the Rules along with the administration of the resolution of disputes in accordance with the Rules.
- 2.** The Board, as an autonomous body, carries out the functions set forth under the Rules in complete independence from Istanbul Arbitration Centre's organs. The Board has all the necessary powers for performing its duties.
- 3.** The Board does not itself resolve the dispute.

ARTICLE 4

Structure

- 1.** The Board shall consist of five members. The members shall include; the President of the Executive Board and the Secretary General of the Centre, along with three members who shall be selected by the Executive Board amongst legal practitioners with at least 10 years of experience.
- 2.** The term of office of the Board members who are selected by the Executive Board is 5 years.
- 3.** The Presidents of the Board are selected by an absolute majority of all members of the Board.
- 4.** In the event of termination of Board membership for any reason, a successor is selected to complete the remainder of the term.
- 5.** The members of the International Board must be fluent in English.

6. The members of the Board may not serve as arbitrators, mediators or party counsels in the disputes where the Rules are applicable.

ARTICLE 5

Sessions and Decisions

- 1.** The President of the Board may call the Board for sessions.
- 2.** The sessions are presided over by the President and shall be held when at least three members are present.
- 3.** The decisions shall be taken by a majority vote. Where there is equality of votes among the present members, the decision shall be taken in accordance of the vote of the President.
- 4.** The Board may carry out the sessions and make the decisions using the means of electronic communication.
- 5.** Objections to the Board decisions shall be submitted to the Board that rendered the relevant decision within 1 week from the notification of the decision. The decision, which the Board will make after conducting the examination regarding the objection, shall be final.
- 6.** The Secretariat shall manage the secretarial services of the Board.

ARTICLE 6

Confidentiality

- 1.** The sessions of the Board are confidential. Only the Board members may attend the sessions.

2. The President of the Board, after considering all relevant facts and circumstances, may allow third parties to attend the sessions. In that case, third parties must act in accordance with the confidentiality of the sessions.

3. All documents submitted to the Board are confidential; members of the Board and the Secretariat are excluded. All decisions, document and written communications made by the Board shall only be transmitted to those concerned.

Section III

SECRETARIAT

ARTICLE 7

Structure

1. The Secretariat consists of the Secretary General, Vice-Secretary General and sufficient number of officers.

2. The Secretary General and Vice-Secretary General shall be appointed by the Executive Board amongst legal practitioners with at least 10 years of experience.

ARTICLE 8

Function

1. The function of the Secretariat is to carry out the duties, which are set forth under the Rules and regulations regarding the functional procedures

and principles of the Centre, along with assisting the Board. The Secretariat shall be responsible to execute the Centre's administrative works.

2. The Secretariat has the power to certify true copies of awards.

3. The Secretariat shall archive the decisions rendered during arbitration and mediation proceedings conducted pursuant to the Rules as well as terms of references, procedural timetables, Board decisions and written communications made by the Secretariat at the Centre.

4. The Secretary General, Vice-Secretary General and officers must act in accordance with the confidentiality principle regarding all statements, documents, pleadings and written communications submitted to the Secretariat and must maintain the confidential status of any secrets and information which they become aware in the course of performing their duties.

ARTICLE 9

Entering into Force

1. This Appendix enters into force upon the approval of Istanbul Arbitration Centre General Assembly.



**ISTANBUL ARBITRATION
CENTRE RULES ON COSTS
AND FEES SCALES**

(APPENDIX-3)



ARTICLE 1

Objective

1. The Rules in this Appendix aim to regulate the arbitrator's fees and the costs in arbitrations conducted pursuant to the Istanbul Arbitration Centre Rules, the costs in arbitrations where Istanbul Arbitration Centre is the appointing authority and the costs in mediation procedures conducted pursuant to the Istanbul Arbitration Centre Mediation Rules.

ARTICLE 2

Definitions

1. Pursuant to the Rules, the following terms shall have the meanings assigned thereto:

- a)** Board: Istanbul Arbitration Centre National Board of Arbitration and International Board of Arbitration;
- b)** Secretariat: Istanbul Arbitration Centre Secretariat General;
- c)** Centre: Istanbul Arbitration Centre;
- d)** Rules: Istanbul Arbitration Centre Arbitration Rules, its Appendixes and Istanbul Arbitration Centre Fast Track Arbitration Rules and Istanbul Arbitration Centre Mediation Rules.

ARTICLE 3

Registration Fee and Advance on Costs

1. A party that refers to arbitration under these Rules, shall deposit the registration fee stipulated in the Scale of this Appendix. Such registration fee is non-refundable and shall be credited to the relevant party's portion of the advance on costs.

2. After receipt of the Request for Arbitration, the Secretariat may, pursuant to Article 42(1) of the Arbitration Rules, request from the claimant to deposit an amount as an advance intended to cover the costs of the arbitration until the terms of reference are drawn up. The amount of the advance requested by the Secretariat shall not exceed the total amount of the administrative costs and arbitrator's fee, which shall be fixed in accordance with the Scale provided in this Appendix and arbitrators' expenses regarding the preparation of the Terms of Reference and Procedural Timetable. In cases where the amount cannot be determined, the amount of advance shall be fixed by the Secretary General. The payment which will be made by the claimant, shall be deducted from the amount of the advance in accordance with Article 42(2) of the Arbitration Rules.

3. The advance on costs fixed by the Board pursuant to the Articles 42 (2), 42 (3) and 42 (4) of the Arbitration Rules shall cover the fees of the arbitrators, any arbitration-related expenses of the arbitrators and administrative costs.

4. Each party shall pay its share of the advance on costs in cash. The Board, taking into account all relevant circumstances, may authorize the payment of advances on costs in instalments. If a party's share of the advance on costs is over TRY 1.500.000, whether accepting a bank guarantee or not as well as its terms shall be determined by the Board.

5. According to Article 42 (4) of the Arbitration Rules, the Board may readjust the advance on costs at any time during the arbitration proceedings by taking into account changes in the amount of dispute, changes in the amount of arbitrator's expenses or any relevant facts and circumstances such as the difficulty of arbitration proceedings.

6. Before an expert appointed by the Sole Arbitrator or Arbitral Tribunal commence its duty, the parties or one of them, shall pay an advance on costs determined by the Sole Arbitrator or Arbitral Tribunal sufficient to cover the expected fees and expenses of the expert.

7. According to Article 42 (6) of the Arbitration Rules, the Sole Arbitrator or Arbitral Tribunal shall terminate the proceedings in case the required amount of advance on costs is not deposited.

ARTICLE 4

Arbitrator's Fee and Expenses

1. The Sole Arbitrator's or members of Arbitral Tribunal's fees shall be fixed exclusively by the Board as required in this Appendix. The parties and the Sole Arbitrator or members of Arbitral Tribunal must not conclude any agreement regarding the arbitrator's fee.

2. The Board shall fix the Sole Arbitrator's or members of Arbitral Tribunal's fees pursuant to the Scale provided in this Appendix. In any case, the arbitrator's fee must not be less than TRY 2.000. In cases where the amount cannot be determined, the Board, by taking into consideration all relevant facts and circumstances, shall fix the Sole Arbitrator's or members of Arbitral Tribunal's fee on its own initiative.

3. The Board shall fix the administrative costs pursuant to the Scale provided in this Appendix. In cases where the amount cannot be determined, the Board, by taking into consideration all relevant factors, shall fix the administrative costs on its own initiative.

4. At any time during the arbitration proceedings, the Board may request a portion of the adminis-

trative costs, corresponding to services that have already been performed by the Board and the Secretariat, to be paid.

5. If the facts and circumstances deem it necessary, the Board may request an additional payment in addition to the administrative costs fixed pursuant to the Scale provided in this Appendix.

6. If the arbitration proceedings terminate before the rendering of an arbitral award, the Board shall decide on the fees and expenses of the arbitrator(s) and the administrative costs.

7. Any amount paid by the parties as an advance on costs, exceeding the costs of the arbitration fixed by the Board shall be reimbursed to the parties having regard to the amounts paid.

8. In case of an application pursuant to Article 37(2) and (3) of the Arbitration Rules, the Board may fix an advance to cover additional fees and expenses of the Sole Arbitrator or members of Arbitral Tribunal and administrative costs. The Board may hold the transmission by the Secretariat to the Sole Arbitrator or Arbitral Tribunal of the application made pursuant to Article 37(2) and (3) of the Arbitration Rules subject to the payment of such fixed amount of advance.

ARTICLE 5

Appointing Authority

1. In case of an application under Article 2(3) of the Arbitration Rules, the application shall be accompanied by a fee of TRY 1.000. Such amount is non-refundable and the relevant application shall not be processed if such fee has not been deposited.

ARTICLE 6

Tax and Charges

- 1.** Fees paid to the Sole Arbitrator or members of Arbitral Tribunal, Emergency Arbitrator and Mediator do not include any value added tax (VAT) or other taxes or charges and imposts. Parties have a duty to pay any such taxes or charges. However, the payment of any such taxes or charges is a matter solely between the Sole Arbitrator or members of Arbitral Tribunal, Emergency Arbitrator or Mediator and the parties.
- 2.** Any administrative costs may be subject to value added tax (VAT) or other taxes or charges and imposts.

ARTICLE 7

Entering into Force and Scales

- 1.** This Appendix enters into force upon the approval of Istanbul Arbitration Centre General Assembly.
- 2.** The registration fee, administrative costs, arbitrator's and mediator's fees along with the other expenses provided in the Rules and the Scales included in this Appendix shall be fixed by Istanbul Arbitration Centre Executive Board and shall enter into force upon the approval of Istanbul Arbitration Centre General Assembly. The amendments to the Scales included in this Appendix, shall be subject to the same procedure.
- 3.** The registration fee, administrative costs and arbitrator's fees shall be fixed in accordance with the Scale that is in effect as of date of the application to the Centre.

4. The Scales of registration fees, administrative costs and arbitrator's fee(s) set forth below shall be effective as of 26 October 2015 in respect of all arbitrations commenced on or after such date.

ISTANBUL ARBITRATION CENTRE SCALES of REGISTRATION FEE and ADMINISTRATIVE COSTS

AMOUNT in DISPUTE (TRY)	REGIS- TRATION FEE	ADMINIS- TRATIVE COST
up to 300.000	TRY 300	% 1.5
300.001 – 1.000.000	TRY 300	% 1.5
1.000.001 – 5.000.000	TRY 300	% 1
5.000.001 – 10.000.000	TRY 300	% 0.5
10.000.001 – 50.000.000	TRY 300	% 0.3
50.000.001 and over this amount	TRY 300	% 0.1

ISTANBUL ARBITRATION CENTRE SCALES of ARBITRATOR'S FEES*

AMOUNT in DISPUTE (TRY)	SOLE ARBITRA- TOR	ARBITRAL TRIBU- NAL
up to 300.000	% 5	% 7
300.001 – 1.000.000	% 4	% 6
1.000,001 – 5.000,000	% 3	% 5
5.000.001 – 10.000.000	% 1	% 2
10.000.001 – 50.000.000	% 0.5	% 1
50.000.001 and over this amount	% 0.1	% 0.5

***Arbitrator's fees must not be less than TRY 2.000.**



**ISTANBUL ARBITRATION
CENTRE
MEDIATION RULES**



Section I

INTRODUCTORY PROVISIONS

ARTICLE 1

Objective

1. These Mediation Rules aim to regulate the rules on procedure and practice to be followed before Istanbul Arbitration Centre in the course of the resolution of private disputes, which may be subject to mediation.

ARTICLE 2

Definitions

1. Pursuant to these Mediation Rules, the following terms shall have the meanings assigned thereto:

- a)** Mediator: For the purpose of conducting mediation process, a person or persons who are designated by the parties of a dispute and/or by the Arbitration Centre and who are registered to the mediation registry of the Ministry of Justice except for the disputes consisting of a foreign element;
- b)** Mediation Rules: Istanbul Arbitration Centre Mediation Rules;
- c)** Board: Istanbul Arbitration Center National and International Board of Arbitration;
- d)** Secretariat: Istanbul Arbitration Centre Secretariat General;
- e)** Centre: Istanbul Arbitration Centre;
- f)** Party: A party or parties to a dispute.

ARTICLE 3

Scope

1. For the disputes to be resolved by mediation before the Centre, the existence of a mediation agreement or a mediation clause in a contract referring their dispute to the Mediation Rules is required. The parties may commence willingly the mediation process under the Mediation Rules even if there is no prior mediation agreement or mediation clause between the parties.

Section II

COMMENCEMENT OF THE MEDIATION

ARTICLE 4

Request for Mediation

1. The party wishing to commence a mediation process under the Mediation Rules shall apply in writing to the Secretariat, in person, by post or in electronic form. The request shall include at least the following:

- a)** Full names, titles, addresses, telephone and facsimile numbers and email addresses of each of the parties;
- b)** If any, full names, titles, addresses and any other contact details of their representatives and counsels;
- c)** Explanations on the subject matter, nature and circumstances of the dispute;
- d)** Along with the relief sought, the amount of

the any quantified claims, and for the claims of which the amount cannot be determined, an estimate of their monetary value;

e) Along with any other relevant agreements, if any, a copy of the mediation agreement and/or mediation clause;

f) Any agreement between the parties and/or statement on issues such as, if it is determined, the place of the mediation, the language of the mediation, the number of mediators and the area of expertise of mediators;

g) Proof of payment of the administrative costs pursuant to Article 13(2) of these Rules.

2. The request for mediation and its annexes, as well as any documents to be submitted by the parties to the Secretariat during the mediation process shall be supplied in the number of copies sufficient to provide one copy for the other party, one copy for each mediator, and one additional copy.

3. The date on which the necessary application documents regarding the request of mediation and the proof of payment of the administrative costs are submitted in full, shall be deemed to be the date of the commencement of the mediation process. If the application documents are not complete, the Secretariat grants a time limit, not exceeding 7 days, within which the applicant shall remedy these defects.

4. After the full submission of the required application documents regarding the request for mediation, the Secretariat shall notify the opposing party or parties of the request.

5. Any notification to the requesting party in the course of mediation process shall be made to the address specified under Article 4(1)(a) and the re-

questing party shall be liable for any mistake and changement on its address details. For the applications submitted through a representative, the notifications shall be made to the representative's address.

ARTICLE 5

Answer

1. Within 15 days of the notification of the request for mediation and annexes, the opposing party shall submit in writing to the Secretariat its answer, in person, by post or in electronic form. The answer shall include at least the following:

- a)** Full names, titles, addresses, telephone and facsimile numbers and email addresses of each of the parties;
- b)** If any, full names, titles, addresses and any other contact details of their representatives and counsels;
- c)** The nature, circumstances and grounds of the dispute, along with the responses to the facts, legal statements and claim or claims specified in the request for mediation and if any, explanations concerning the counterclaims;
- d)** Statements on the place of the mediation, the language of the mediation, the number of mediators and their area of expertise.

2. In cases where it is highly difficult or impossible to prepare the answer within the time limit set forth under Article 5(1), provided that the application to Secretariat has been within such time, the answering party may be granted, as once, an additional time, not exceeding 15 days.

- 3.** After the full submission of the required documents regarding the answer, the Secretariat shall notify the applicant party or parties of the answer and its annexes.
- 4.** Any notification to the answering party in the course of mediation process shall be made to the address specified under Article 4(1)(a) and the answering party shall be liable for any mistake and changement on its address details. For the applications submitted through a representative, the notifications shall be made to the representative's address.

Section III

MEDIATOR

ARTICLE 6

Mediator

- 1.** Except the disputes consisting of a foreign element, the Mediators are persons chosen or appointed by the Board among the real persons registered to the mediation registry of the Ministry of Justice in order to serve for the resolution of the dispute.
- 2.** The Mediators must perform their duties with due care, personally, independently and impartially.
- 3.** The Mediators, who accept the duty, shall notify in person, by post or in electronic form the Secretariat in writing of their contact information, experience, expertise and, if any, any prior activities related to the subject matter of the dispute.

ARTICLE 7

Choice of Mediator

- 1.** Unless otherwise agreed by the parties and the nature of the dispute requires clearly, it is accepted by the Board that a sole Mediator shall conduct the mediation process.
- 2.** If the parties fail to agree on the Mediator, the Board shall appoint the Mediator. The Board shall take into consideration any agreement between the parties regarding the qualifications of the mediator.

ARTICLE 8

Mediator's Commencement of the Duty and Objections

- 1.** The Mediator shall begin its duty upon the Board's decision concerning the appointment of Mediator. The Secretariat shall notify the parties of such decision.
- 2.** Within 7 days of the notification of the decision concerning the appointment of Mediator, the parties may submit in writing to the Secretariat their objections with respect to the appointment, commencement of duty, ability, impartiality and independence of the mediator. The Board considers these objections and renders its decision within 7 days. The decision of the Board concerning such matter is final.
- 3.** If the Mediator does not attend two consecutive meetings without a valid excuse, the mediator shall immediately inform the Secretariat of the situation. The parties of the dispute may also make such notification. The Board shall take necessary measures, including the replacement of the mediator, in the shortest time possible.

4. If the Mediator leaves the duty for any reason, loses the qualifications required to perform the duty or resigns, the Board shall appoint a new Mediator within 7 days.

Section IV

CONDUCT OF THE MEDIATION

ARTICLE 9

General Provisions

- 1.** Within 2 days of the appointment of the Mediator, the Secretariat shall transmit the Request and Answer along with their annexes to the Mediator.
- 2.** The Mediator, taking into consideration the nature of the dispute, shall make every effort to settle the dispute in an expeditious and cost-effective manner.
- 3.** The Mediator must provide equal and sufficient opportunities to the parties to make their statements.
- 4.** All participants in the mediation process must act in good faith. The Mediator may take necessary measures against the malicious claims solely intended to prolong the mediation process.
- 5.** Unless otherwise agreed by the parties, the mediation process confidential.

ARTICLE 10

Language of the Mediation

- 1.** The parties freely determine the language of the mediation. In the absence of such agreement be-

tween the parties, the Mediator shall determine the language of the mediation considering all circumstances and conditions.

ARTICLE 11

Mediation Meetings

- 1.** Within at most 15 days from the Secretariat's transmission of the Request and Answer along with their annexes, the Mediator holds the first meeting with the parties at the location determined by the Board.
- 2.** Locations and dates of the following meetings are to be determined respectively by the Mediator in each meeting.
- 3.** Unless otherwise agreed by the parties, the mediator may use electronic means of communication in the meetings.

ARTICLE 12

Termination of the Mediation

- 1.** The Mediation process is terminated under the following circumstances:
 - a)** If the parties reach an agreement;
 - b)** If the Mediator, after consulting with the parties, determines that it is no longer necessary to make further effort for the mediation;
 - c)** If one of the parties notify her/his withdrawal from the mediation process;
 - d)** If the parties agree on the termination of the mediation process.
- 2.** Upon the termination of the mediation process, the Mediator shall draw up a record. The Media-

tor and the parties shall sign such record, and the Mediator shall transmit the record to the Secretariat and parties. If one of the parties refuses to sign the record, the Mediator shall sign the record, inscribing the reason of such refusal.

3. In cases where the mediation process is terminated upon the parties' agreement, if requested by the parties and if there is an arbitration agreement between the parties, the Board may appoint the Mediator as an Arbitrator. In such event, the settlement agreement may be recorded in the form an arbitral award.

ARTICLE 13

Mediation Costs

1. The mediation costs consist of the Istanbul Arbitration Centre administrative costs and the Mediator fee.

2. The party applying for mediation process pays TRY 500 together with its application for the Istanbul Arbitration Centre administrative costs. Such payment is not refundable. The Board, taking into consideration all relevant facts and circumstances may request the payment of an additional cost. If the proof of payment of the administrative cost is not submitted along with application, the Secretariat shall not process the application.

3. Except the disputes consisting of a foreign element, the scale of Mediator fee on the Code of Mediation of Legal Disputes shall apply for the determination of mediator fee.

4. For the disputes consisting of a foreign element, the parties and the mediator may agree on the Mediator fee; if they fail to agree the scale of Mediator fee on the Code of Mediation of Legal Disputes shall apply.

Section V

FINAL PROVISIONS

- 1.** In all matters not expressly provided under these Rules the Board, the Secretariat and the Mediator will act in the spirit of these Rules.
- 2.** These rules enter into force upon the approval of the Istanbul Arbitration Centre General Assembly.

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