



**MEMORANDUM OF UNDERSTANDING
between**

**ARBITRATION CENTER OF IRAN CHAMBER (ACIC)
and
ISTANBUL CHAMBER OF COMMERCE
ARBITRATION AND MEDIATION CENTER (ITOTAM)**

Whereas **Arbitration Center of Iran Chamber** (hereinafter referred to as “**ACIC**”) and **Istanbul Chamber of Commerce Arbitration and Mediation Center** (hereinafter referred to as “**ITOTAM**”) have a professional relationship and in pursuance of offering businesses quality services in solving their disputes, the Institutions concluding this agreement are convinced that the use of commercial arbitration as an alternative dispute resolution, through fair and expeditious procedures provides confidence and stability to businesses operating between our countries, and have agreed as follows:

Article 1

The Institutions agree to establish cooperation for the purpose of offering Iranian businesses operating in Türkiye, and vice versa, a forum (tribunal) best able to solve their disputes arising of commercial transactions, by being able to use the support of both institutions’ arbitration centres of which ever nature (organizational). The Institutions undertake to promote the services of each other to businesses, targeting the contract formation period. The Institutions may add to their arbitration clauses referring to arbitration either with ACIC or with ITOTAM the following clause:

“ Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by arbitration under the ACIC – ITOTAM Cooperation Agreement. The party who wishes to initiate an arbitration proceeding shall have a right to commence the proceeding before either ACIC or ITOTAM.”

Article 2

The Institutions shall, upon request, recommend to each other suitable individuals to serve as arbitrators on a particular case.

Article 3

The Institutions shall cooperate in the advancement of arbitration in general, as a means of settling disputes arising out of international commercial transactions.

Article 4

- 1) The Institutions shall exchange information and publications on commercial arbitration either, electronically or in hard copy, whichever is appropriate;
- 2) The Institution which will organize conferences, educational programmes, workshops, training programmes, etc. will inform the other institution accordingly and will provide access to their representatives under special conditions;
- 3) The Institutions shall organize regular meetings to exchange experience and information on the latest developments in the area of arbitration.
- 4) The activities listed above are not exhaustive and may be amended or expanded from time to time through mutual agreement between the Institutions, as formalized by a written notice issued in accordance with Article 9.
- 5) Institutions agree to facilitate the use of their premises for hearing or educational purposes, provided that the other Institution is informed in writing within a reasonable time and the premises are available for use accordingly.
- 6) For the avoidance of doubt, nothing in this Memorandum of Understanding shall preclude the Institutions from entering into other Memorandum of Understanding, or from organizing events or engaging in activities with other organizations or entities, provided such initiatives aim to promote and develop alternative dispute resolution (ADR) within Iran or Türkiye.

Article 5

- 1) Once signed, this agreement shall be considered a public document, and each Institution is allowed to publish its contents through its usual external communication channels. Upon prior written consent from the other Institution, the Institutions may publish the achievements of their cooperation on their websites and in any other forums open for such publicity.
- 2) An Institution shall not exercise any of its rights under this Memorandum of Understanding in a manner which, in the reasonable opinion of the other Institution, is or might be prejudicial or defamatory to the other Institution, and an Institution shall not make any statements that may be reasonably construed as defamatory or derogatory or detrimental to the reputation, image or goodwill of the other Institution.

Article 6

This agreement shall not arise any responsibility of the Institutions, nor shall it present a ground for a claim or demand from the other party having financial nature. The financial aspects of programs, courses and events between the Institutions shall be agreed upon for each program/session at preferential prices.



Article 7

Each Institution shall commit to maintaining the confidentiality of all documents, information, and other data received from or provided to the other Institution during the validity period of this Memorandum of Understanding or any agreements derived therefrom.

Article 8

The use of the name, logo, and/or official emblem of either Institution, as applicable, in any printed or digital publication, promotional material, or other document implying that the Institution supports, endorses, or approves the activity, event, or views expressed, is strictly prohibited without the prior written consent of the respective Institution.

Article 9

The duration of this Memorandum of Understanding shall be 3 years.

Any request for revision, modification or amendment of all or any part of this Memorandum of Understanding, by either Institution, shall be made in writing.

The Institution's right to withdraw from this agreement is unconditional. Any Institution may unilaterally withdraw from this agreement at any time and for any reason by giving a 30 days advance notice to other, in a manner not inconsistent with the programs, courses and events to be held and previously approved.

All outstanding matters shall be settled amicably without prejudice to their interests.

Article 10

Any disagreements or disputes between the Institutions regarding the interpretation or application of any provision of this Memorandum of Understanding shall be resolved amicably through mutual consultation or negotiation between the Institutions, without recourse to any third party.

For and on behalf the **Arbitration Center of Iran Chamber (ACIC)**

**The Secretary-General of the Arbitration Center of Iran Chamber
Dr. Ali Moghaddam Abrishami**



For and on behalf of the **Istanbul Chamber of Commerce Arbitration and Mediation Center (ITOTAM)**

The Arbitration Court Member of Istanbul Chamber of Commerce Arbitration and Mediation Center

Assoc. Prof. Dr. Ebru Şensöz Malkoç

