


XVIII. FINAL AWARD

826. For all of the foregoing reasons, and rejecting all submissions to the contrary, the Tribunal hereby FINDS, DECLARES, CONFIRMS AND AWARDS as follows in relation to the issues arising for determination in these proceedings:

a. CONFIRMS the findings set out in paragraph 303 of the Partial Award on Jurisdiction dated 16 June 2016 (which findings are attached as Dispositive Exhibit 1).

b. DECLARES that the Respondent has breached Articles 3 and 7 of the 1976 Protocol and Article 2.3 of the 2010 Amendment by loading Iraqi oil at Ceyhan in breach of instructions issued by the Iraqi Ministry of Oil since 21 May 2014. 

c. DECLARES that the Respondent has breached Article 4.4 of the 2010 Amendment by denying Iraqi personnel access to the Iraqi office at the Ceyhan port facility between January and March 2014.



d. ORDERS that the Respondent shall load all oil in the storage tanks at Ceyhan as at the date of this Award in accordance with the instructions of the Iraqi Ministry of Oil, as required by the **REQUEST TRIAL(/EN/Agreements.**

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e. DECLARES that the Respondent is liable to pay the Claimant forthwith compensation in the amount of **USD 1,997,976,023.50** (one billion, nine hundred and ninety-seven million, nine hundred and seventy-six thousand and twenty-three US dollars and fifty cents) as a result of the breaches set out in (b) and (c) above.

f. DISMISSES the Claimant's claims for breach of Article 2.4 of the 2010 Amendment in relation to the exclusive use of the Pipelines.

g. DECLARES that a situation of *force majeure* existed in the Republic of Iraq between 1 March 2003 and 31 July 2007, such that the Claimant was excused from performing its Minimum Guaranteed Throughput obligations under the 1985 Addendum between these dates.

h. DECLARES that the Respondent is credited the sum of **USD 67,607,024.62** (sixty-seven million, six hundred and seven thousand and twenty-four US dollars and sixty-two cents) for Minimum Guaranteed Throughput fees payable by the Claimant between 27 July 2011 and 31 December 2013, in accordance with article 3.2 of the 2010 Amendment, such amount to be set off against the Respondent's liability in (e) above.

i. DECLARES that the Claimant breached article 2.7 of the 1985 Addendum between 1 August 2007 and 26 July 2011 and is liable to pay the Respondent **USD 281,337,301.50** (two hundred and eighty-one million, three hundred and thirty-seven thousand, three hundred and one US dollars and fifty cents) as a result of this breach, such amount to be set off against the Respondent's liability in (e) above.

j. DECLARES that the Claimant is liable to pay the Respondent **USD 58,000,000.00** (fifty-eight million US dollars) in respect of outstanding transportation fees from 1990, such amount to be set off against the Respondent's liability in (e) above.

k. DECLARES that the Claimant is liable to pay the Respondent **USD 70,676,675.27** (seventy million, six hundred and seventy-six thousand, six hundred and seventy-five US dollars and twenty-seven cents) in respect of underpaid transportation fees from 1990, such amount to be set off against the Respondent's liability in (e) above.

l. DECLARES that the Claimant is liable to pay the Respondent **USD 46,253,517.75** (forty-six million, two hundred and fifty-three thousand, five hundred and seventeen US dollars and seventy-five cents) in respect of outstanding transportation fees from 2003-2007, such amount to be set off against the Respondent's liability in (e) above.

m. DECLARES that the Claimant is liable to pay the Respondent **USD 2,071,739.00** (two million, seventy-one thousand, seven hundred and thirty-nine US dollars) for reimbursement of expenses incurred by Iraqi personnel at Ceyhan, such amount to be set off against the Respondent's liability in (e) above.

n. DECLARES that the Claimant is liable to pay the Respondent **USD 639,279.31** (six hundred and thirty-nine thousand, two hundred and seventy-nine US dollars and thirty-one cents) for reimbursement of expenses relating to equipment, such amount to be set off against the Respondent's liability in (e) above.

o. ORDERS the Respondent to pay forthwith to the Claimant the sum of **USD 1,471,390,486.05**, after set off of the amounts in (e) and (h)-(n) above, subject to appropriate adjustments for interest.

p. ORDERS the Respondent to pay the Claimant interest on the amount in paragraph (e) above at the average annual US dollar denominated Turkish bond rate from 1 January of the year following which the amount was incurred, compounded annually to the date of this Award.

q. ORDERS the Claimant to pay the Respondent interest on the amounts set out in paragraphs (i)-(l) above at the average annual US dollar denominated Turkish bond rate from 1 January of the year following which the amount was incurred, compounded annually to the date of this Award.



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r. ORDERS the Claimant to pay the Respondent interest on the amounts set out in paragraphs (m)-(n) above at the average annual US dollar denominated Turkish bond rate from the date the debt was due or, if not such date is identifiable, from 1 January of the year following which the amount was incurred, compounded annually to the date of this Award.

s. ORDERS the Respondent to pay the Claimant interest on the amount due to be paid to the Claimant after all amounts owed by the Claimant to the Respondent have been set-off, at the average annual US dollar denominated Turkish bond rate, compounded annually from the date of this Award until payment in full.

t. ORDERS that each Party shall bear equally the costs of the arbitration fixed by the ICC Court in the amount of USD 1,810,000 and that each Party shall bear its own legal costs and expenses.

u. DISMISSES all adverse inference requests by both Parties.

v. DISMISSES all other claims made in this arbitration.

Place of arbitration: Paris (France)

Date: 13 February 2023