

10089-13214

10089-13212

CLAIMS TRIBUNAL

دیوان داوری دعاوی ایران - ایالات متحدہ

ORIGINAL DOCUMENTS IN SAFE

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Case No. 10089

Date of filing: 24. Nov 87

** AWARD

- Type of Award

Award on Agreed Terms

- Date of Award

24. Nov 87

3

pages in English

3

pages in Farsi

** DECISION - Date of Decision

_____ pages in English

_____ pages in Farsi

** CONCURRING OPINION of

- Date

_____ pages in English

_____ pages in Farsi

** SEPARATE OPINION of

- Date

_____ pages in English

_____ pages in Farsi

** DISSENTING OPINION of

- Date

_____ pages in English

_____ pages in Farsi

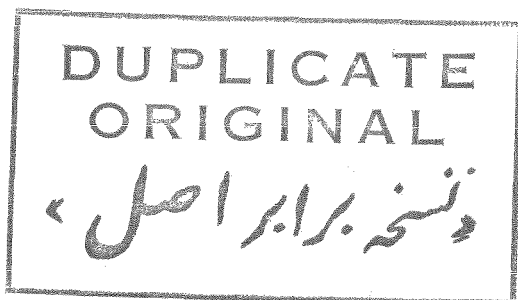
** OTHER; Nature of document:

- Date

_____ pages in English

_____ pages in Farsi

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CASE NO. 10089

CHAMBER THREE

AWARD NO. 332-10089-3

STEWART R. BROWNE DISC, INCORPORATED,
a claim of less than US\$250,000 presented
by THE UNITED STATES OF AMERICA,
Claimant,
and

THE ISLAMIC REPUBLIC OF IRAN,
Respondent.

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه داری دعاوی ایران - ایالات متحدہ
ثبت شد - FILED	
Date	24 NOV 1987 تاریخ
	۱۳۶۶ / ۹ / ۲
No.	10089 شماره

AWARD ON AGREED TERMS

1. On 19 January 1982 the Government of the United States of America presented a claim of less than US\$250,000 on behalf of STEWART R. BROWNE DISC, INCORPORATED ("the Claimant") against THE ISLAMIC REPUBLIC OF IRAN.

2. On 2 September 1987 the Claimant and the Airline of the Islamic Republic of Iran ("Iran Air") entered into a Settlement Agreement, whereby it was agreed, inter alia, that Iran Air would pay to the Claimant the amount of US\$1,000.00 ("Settlement Amount") in full and final settlement of all disputes, differences and claims existing or capable of arising in connection with this Case.

3. On 5 October 1987 a Joint Request for Arbitral Award on Agreed Terms ("Joint Request") was filed with the Tribunal, signed by the Agent of the Government of the Islamic Republic of Iran and by the Agent of the Government of the United States of America, ratifying the Settlement Agreement and requesting that it be recorded as an Arbitral Award on Agreed Terms. The Settlement Agreement was filed together with the Joint Request and is annexed hereto and incorporated by reference.

4. The Tribunal has satisfied itself that it has jurisdiction in this matter within the terms of the Claims Settlement Declaration.

5. For the foregoing reasons,

THE TRIBUNAL AWARDS AS FOLLOWS:

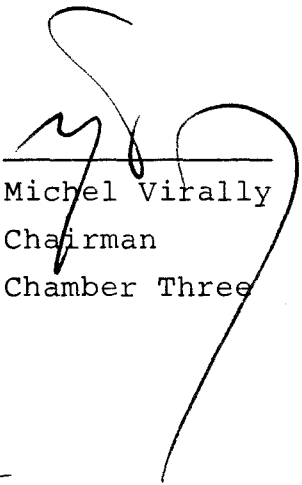
a. Pursuant to Article 34(1) of the Tribunal Rules, the Settlement Agreement filed with the Joint Request is hereby accepted and recorded as an Award on Agreed Terms, binding on STEWART R. BROWNE DISC, INCORPORATED, THE AIRLINE OF THE ISLAMIC REPUBLIC OF IRAN and THE ISLAMIC REPUBLIC OF IRAN in

full and final settlement of all claims now existing or capable of arising in connection with this Case, in accordance with the terms of the Settlement Agreement.

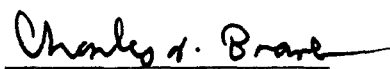
b. THE AIRLINE OF THE ISLAMIC REPUBLIC OF IRAN shall pay to STEWART R. BROWNE DISC, INCORPORATED, the sum of One Thousand United States Dollars and No Cents (U.S.\$1,000.00), which obligation shall be satisfied by payment out of the Security Account established pursuant to paragraph 7 of the Declaration of the Government of the Democratic and Popular Republic of Algeria of 19 January 1981.

c. This Award is hereby submitted to the President of the Tribunal for notification to the Escrow Agent.

Dated, The Hague,
24 November 1987

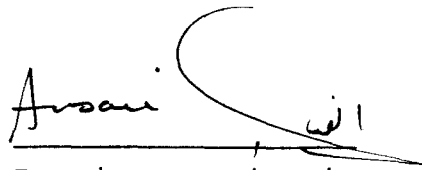


Michel Virally
Chairman
Chamber Three



Charles N. Brower

In the name of God



Parviz Ansari Moin

IN THE NAME OF GOD
BEFORE
IRAN-U.S. CLAIMS TRIBUNAL
THE HAGUE
THE NETHERLANDS

IRAN UNITED STATES CLAIMS TRIBUNAL		دادگاه داری دعاوی ایران-ایالات متحده
ثبت شد - FILED		
Date	5 OCT 1987	تاریخ
	۱۳۶۶ / ۷ / ۱۲	
No.	10089	شماره

The Government of the United States of
America on behalf and for the benefit
of Stewart R. Browne Disc. Incorporated,
a United States national.

	Claimant	Case 10089
-and-		
Islamic Republic of Iran	Respondent	Chamber 3

JOINT REQUEST FOR ARBITRAL AWARD ON AGREED TERMS

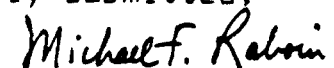
Pursuant to Article 34 of the Tribunal Rules, the Government of the United States of America, and the Government of the Islamic Republic of Iran, jointly request that the Tribunal issue an Arbitral Award on Agreed Terms that will record and give effect to the Settlement Agreement reached by Stewart R. Browne Disc. Incorporated, and The Airline of the Islamic Republic of Iran, a copy of which is attached hereto.

The Airline of the Islamic Republic of Iran on the one part and Stewart R. Browne Disc. Inc. on the other part, have entered into a Settlement Agreement which provides that Stewart R. Browne Disc. Inc. will be paid the amount of US\$1,000/- (One thousand United States dollars only) in complete, full, and final settlement of all claims and counterclaims now existing or capable of arising in connection with case No. 10089.

The undersigned hereby ratify the said Agreement and request the Tribunal to record it as an Arbitral Award on Agreed Terms, with payment to be made to Stewart R. Browne Disc. Inc. out of the Security Account, and to declare Case No. 10089 terminated, withdrawn and dismissed in its entirety and with prejudice.


Mohammad K. Eshragh
Agent of the Government
of the Islamic Republic
of Iran to the Iran-U.S.
Claims Tribunal

Respectfully submitted,


Timothy E. Ramish
Agent of the Government
of the United States of
America to the Iran-U.S.
Claims Tribunal

IN THE NAME OF GOD

SETTLEMENT AGREEMENT

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه دادرسی دواوری ایران - ایالات متحده
ثبت شد - FILED	
Date	5 OCT 1987 تاریخ
	۱۳۶۶ / ۷ / ۱۲
No.	۱۰۰۸۹ شماره

This Settlement Agreement (the "Agreement") is made this 4..day of Sep, 1987, (Shahrivar, 1366) by and between the The Airline of the Islamic Republic of Iran (hereinafter referred to as "Iran Air") on the one part, and Stewart R. Browne Disc., Incorporated (hereinafter referred to as "Browne Disc. Inc."), a United States national, existing and organized under the laws of the State of Georgia, USA, on the other part.

WHEREAS, the Government of the United States of America has filed a claim on behalf and for the benefit of Browne Disc. Inc. with the Iran-U.S. Claims Tribunal ("the Tribunal");

WHEREAS, Iran Air and Brown Disc. Inc. wish to settle all claims and disputes which are outstanding or capable of arising in connection with Case No. 10089 and its subject matters;

THEREFORE, Iran Air and Browne Disc. Incorporated agree as follows:

ARTICLE ONE.

The scope and subject matter of this Agreement is to settle and dismiss, forever, and with prejudice all disputes, differences, claims, and matters directly or indirectly, raised or capable of arising out of the relationships, transactions, contracts and events related to and subject matters of Case No. 10089, against Iran Air, its agencies, branches, parents, affiliates and subsidiaries and/or against the Islamic Republic of Iran, its political subdivisions, Iranian entities, agencies, organisations, institutions, and instrumentalities and in general all Iranian real persons or legal entities named in the Case.

ARTICLE TWO

In consideration of full and final settlement of all disputes, differences and claims existing or capable of arising in connection with Case NO. 10089, Browne Disc. Inc. will be paid the sum of (US\$ 1,000/-) One thousand U.S. dollars only (The Settlement Amount).

The Parties agree to submit this Agreement to the Agents of the Governments of the United States of America and the Islamic Republic of Iran in order to be filed with the Tribunal by the Agents on or before 25. day of .Oct. 1987 together with a Joint Motion ratifying the Agreement and requesting the Tribunal to record it as an Arbitral Award on Agreed Terms.

ARTICLE THREE

Upon the issuance by the Tribunal of the Award on Agreed Terms, Browne Disc. Inc. shall cause, without delay and with prejudice, all proceedings against Iran Air and/or against the Islamic Republic of Iran, its agencies, entities, and instrumentalities, and in general all Iranian real persons and legal entities named in the Case in all courts, forums, or before any authorities or administrative bodies to be dismissed, withdrawn and terminated, and shall be barred from instituting and/or continuing with any proceedings before the Iran-U.S. Claims Tribunal or any other forum, authority or administrative body whatsoever, including but not limited to any court in the United States of America or the Islamic Republic of Iran, in connection with disputes, differences, claims and matters related to subject matter of the Case and/or any other past dealings.

ARTICLE FOUR

(1) Upon the issuance by the Tribunal of the Award on Agreed Terms, Iran Air and Browne Disc. Inc. for themselves and their parent companies (should there be any), subsidiaries, affiliates, directors, officers, employees and agents (and for the successors, transferees, and assigns of themselves and their subsidiaries and affiliates, directors, officers, and employees) by this Agreement release and forever discharge each other and their parent companies (should there be any), subsidiaries, affiliates, directors, officers and employees (and the successors, transferees, and assigns of each other and their subsidiaries, affiliates, directors, officers and employees) from any and all liability that they ever had, now have and/or in future may have in connection with, and arising out of the contracts, transactions, and occurrences related to subject matters of the Case.

(2) Upon the issuance by the Tribunal of the Award on Agreed Terms, Browne Disc. Inc. shall, for itself and its parent companies (should there be any), subsidiaries, affiliates, directors, officers and employees (and for the successors, transferees, and assigns of itself and its parent companies, subsidiaries, affiliates, directors, officers and employees), by this Agreement release and forever discharge all Respondents in Case, including the Islamic Republic of Iran, its agencies, entities and instrumentalities, and in general all real persons or legal entities named in the Case from any and all liability that they ever had, now have and/or in future may have in connection with, and arising out of the contracts, transactions, and occurrences related to subject-matters of the Case, and/or any other past dealings.

(3) Should any claim be pending or filed by a third party in any court or forum against either of the parties hereto based on any assignment or transfer of rights of any kind from one of the parties hereto, the party who has effected or caused such assignment or transfer of right shall be exclusively liable to such third party.

ARTICLE FIVE

Upon the issuance by the Tribunal of the Award on Agreed Terms, Iran Air and Browne Disc.Inc.shall waive any and all claims for costs (including attorney's fees) arising out of or related to the arbitration, prosecution or defence of the claims asserted (or which might have been asserted) before the Iran-U.S. Claims Tribunal, U.S. courts or elsewhere with respect to and in connection with the matters involved in the Case.

ARTICLE SIX

Upon the issuance by the Tribunal of the Award on Agreed Terms, the releases, dismissals, waivers and withdrawals contained and referred to in this Settlement Agreement shall become self-executing. After the issuance of the Award on Agreed Terms by the Tribunal, no further documents need to be executed in implementing this Agreement.

ARTICLE SEVEN

(1) It is agreed that this Settlement Agreement is made in a spirit of private settlement of disputes, that it shall be null and void if not approved by the Tribunal and that it shall not affect any position of Parties in any matter other than Case No.10089. The Parties further agree that they shall not use, or cause any person to use this Settlement Agreement in the prosecution or defence of any cases before the Iran-U.S.Claims Tribunal or any other forum, except that the Parties may use this Agreement for the purpose of implementing its terms.

(2) This Settlement Agreement is for the sole purpose of settling Case No.10089. Nothing in this Settlement Agreement shall be relied upon or construed as relevant to or affect in any way any argument Iran Air, or the Islamic Republic of Iran, its agencies, instrumentalities, and entities have raised, or may raise, concerning the jurisdiction or the merits of this case or any other cases whether before the Tribunal or any other forum.

(3) Nothing in this Agreement, including the releases and waivers set forth in Article 4 hereof, shall constitute or be construed as waiver of, or release from, or affect in any way, any claim or counterclaim the Islamic Republic of Iran (as defined in Article VII(3) of the Claims Settlement

Declaration) has or may in the future have against the United States (as defined in Article VII(4) of the Claims Settlement Declaration).

ARTICLE EIGHT

This Settlement Agreement shall be null and void if not approved by Iran Air authorities in Iran and not filed with the Tribunal by .25..October.....,1987, and in that event, no party to this Agreement may rely upon,cite or publish its terms and the Parties shall be placed in the same position as they were before the date of this Agreement.

ARTICLE NINE

For the purpose of construction and interpretation of this Agreement the entire Agreement shall be read and construed as a whole without giving any specific effect to any article separately.

ARTICLE TEN

This Agreement has been written and signed in both languages of Farsi and English and each text shall have the same and equal validity.

The representatives of the Parties hereto expressly declare that they are duly empowered to sign this Agreement and their signatures will commit their respective principals to fulfillment of their obligations under this Agreement without any limitations except as may otherwise be contained in this Settlement Agreement.

In witness whereof, the parties hereto have executed and delivered this Agreement.

For Stewart R. Browne Inc

For The Airline of the

Islamic Republic of Iran

By:


President

By



Chairman and Managing Director

Date: September 22, 1987
(As per powers of
attorney attached)

Date: 2 September 1987



Stewart R. Browne Mfg. Co., Inc.
1165 Hightower Trail
P.O. Box 88449
Atlanta, Georgia 30356
Phone (404) 993-9600

Tuffite

SAFETY EQUIPMENT
SPECIALISTS TO INDUSTRY
SINCE 1918

September 22, 1987

Iran-U.S. Claims Tribunal
The Hague
The Netherlands

To Whom It May Concern:

This is to verify that Robert P. Browne, President of the Stewart R. Browne Mfg. Co., Inc. is authorized to sign this settlement on behalf of the company.

Sincerely,

James S. Browne
James S. Browne
Vice President

JSB:cm

Signed before me this day 22 of September, 1987.

Alice F. Dickerson

Signature - Notary Public

Manufacturers of:

Tuffite Industrial Flashlights - Explosion Proof Portable Lights - U. L. Listed
Tuffite Insulating Materials for Pipe Flanges - Static Grounding Clamps - Tuffite Pump Valves