

ORIGINAL DOCUMENTS IN SAFECase No. 10861Date of filing: 20 Feb 89

** AWARD - Type of Award on Agreed Terms
- Date of Award 20 Feb 1989
4 pages in English 4 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

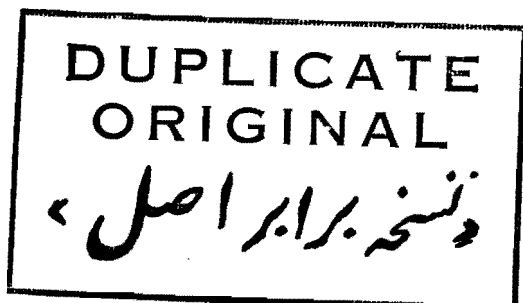
** OTHER; Nature of document: _____

- Date _____
_____ pages in English _____ pages in Farsi

CASE NO. 10861

CHAMBER ONE

AWARD NO. 411-10861-1



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NATIONAL TRAINING AND DEVELOPMENT SERVICE
FOR STATE AND LOCAL GOVERNMENT,
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 داورى دعاوى ایران - ایالات متحدہ
ثبت شد - FILED	
Date	20 FEB 1989
۱۳۶۷ / ۱۲ / ۹	

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 NATIONAL TRAINING AND DEVELOPMENT SERVICE FOR STATE AND LOCAL GOVERNMENT against the ISLAMIC REPUBLIC OF IRAN.

2. On 3 October 1988, a Joint Request for an Arbitral Award on Agreed Terms was filed with the Tribunal, signed by the Deputy Agent of the Government of the Islamic Republic of Iran and the Deputy Agent of the Government of the United States of America, ratifying a Settlement agreement dated 22 June 1988 and requesting that it be recorded as an Arbitral Award on Agreed Terms. The Settlement Agreement was entered into by the Iran Municipal Association (hereafter referred to as "the Association"), on the one hand, and the National Training and Development Services of State and Local Government (hereafter referred to as "the National Training") on the other. Copies of the Joint Request and the Settlement Agreement are attached hereto.

3. The Settlement Agreement provides for certain reciprocal obligations of the Parties. It is stated in Article One that "[i]n consideration of full and final settlement of all disputes, differences, claims and matters directly or indirectly, raised or capable of arising out of the relationships, transactions, contracts and events related to the subject matter of the Case No. 10861 against the Association, its agents, affiliates and subsidiary companies and/or against the Islamic Republic of Iran, its political subdivisions, Iranian entities, agencies, organizations, institutions and instrumentalities (Iran) the National Training will be paid the sum of US\$10,800 (ten thousand eight hundred United States dollars and no cents)."

4. On 14 December 1988 a submission was filed by the Deputy Agent of the United States of America, in which the Claimant agreed to extend the filing deadline referred to in Article Six (1) of the Settlement Agreement to 3 October 1988. In response to the Tribunal's Order filed on 23 December 1988, the Agent of the Government of the Islamic Republic of Iran filed a letter on 16 January 1989, stating that the Respondent agrees to amend the requirement of Article Six (1) to read "on or before October 3, 1988".

5. The Tribunal accepts the Settlement Agreement in accordance with Article 34, paragraph 1, of the Tribunal Rules.

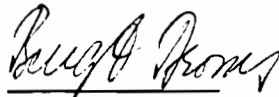
6. Pursuant to the foregoing,

THE TRIBUNAL AWARDS AS FOLLOWS:

The Settlement Agreement is hereby recorded as an Award on Agreed Terms binding upon the Parties. Consequently the Respondent is obligated to pay the Claimant NATIONAL TRAINING AND DEVELOPMENT SERVICE FOR STATE AND LOCAL GOVERNMENT the amount of Ten Thousand Eight Hundred United States Dollars (U.S. \$10,800) 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 dated 19 January 1981.

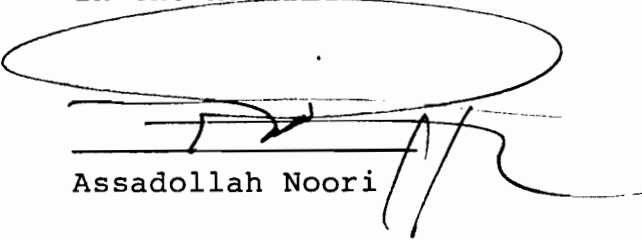
This Award will be submitted to the President for notification to the Escrow Agent.

Dated, The Hague,
20 February 1989



Bengt Broms
Chairman
Chamber One

In the name of God



Assadollah Noori



Howard M. Holtzmann

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IN THE NAME OF GOD

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

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه داوران ایران آمریکا
FILED - ثبت شد	
Date	3 OCT 1988
	۱۳۶۷ / ۷ / ۱۱
	شماره

The Government of the United States
of America on behalf and for the
benefit of National Training and
Development Service of State and
Local Government, a United States
national,

Claimant,

-and-

The Islamic Republic of Iran,

Respondent.

Case No. 10861

Chamber 1

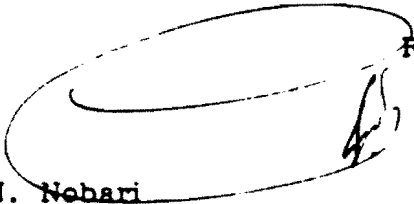
Joint Request for Arbitral Award on Agreed Terms

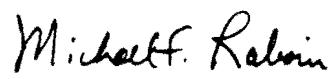
Pursuant to Article 34 of the Tribunal Rules, the Government of the United States of America, and the Government of the Islamic Republic of Iran, jointly request that the Tribunal issue an Arbitral Award on Agreed Terms that will record and give effect to the Settlement Agreement reached by National Training and Development Services of State and Local Government (National Training) and the Iran Municipal Association (the Association), a copy of which is attached hereto.

The Association and National Training have entered into a Settlement Agreement which provides that National Training shall be paid the amount of US\$10,800.00 (ten thousand eight hundred U.S. dollars only) in complete and final settlement of all claims and counterclaims now existing or capable of arising in connection with this case No. 10861.

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 National Training out of the Security Account.

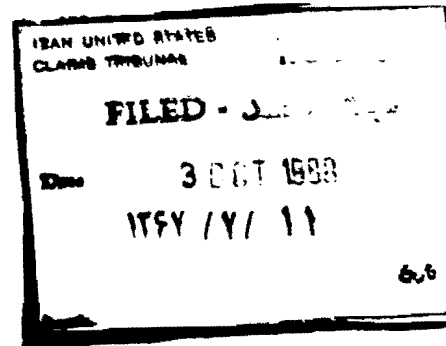
Respectfully submitted,


Ali H. Nobari
Deputy Agent of the Govt. of the
Islamic Republic of Iran to the
Iran-U.S. Claims Tribunal


Michael F. Raboin
Deputy Agent of the Govt. of the
United States of America to the
Iran-U.S. Claims Tribunal

IN THE NAME OF GOD

Settlement Agreement



This Settlement Agreement (the Agreement) is made this 22 day of June, 1988 (1st Tir, 1367) by and between the Iran Municipal Association (the Association) and The National Training and Development Services of State and Local Government (the National Training), a United States national.

WHEREAS, the Government of the United States of America has filed a claim on behalf and for the benefit of the National Training with the Iran-United States Claims Tribunal (the Tribunal);

WHEREAS, the Association and The National Training wish to settle all claims and disputes which are outstanding or capable of arising in connection with Case No.10861 and its subject matter.

Therefore, the Association and the National Training agree as follows:

Article One

In consideration of full and final settlement of all disputes, differences, claims and matters directly or indirectly, raised or capable of arising out of the relationships, transactions, contracts and events related to the subject matter of Case No.10861 against the Association, its agents, affiliates and subsidiary companies and/or against the Islamic Republic of Iran, its political subdivisions, Iranian entities, agencies, organizations, institutions and instrumentalities (Iran) the National Training will be paid the sum of US\$10,800 (ten thousand eight hundred United States dollars and no cents).

Article Two

Upon the issuance by the Tribunal of the Award on Agreed Terms, the Association and the National Training shall cause, without delay

and with prejudice, all proceedings between the Parties and against Iran in all courts, forums, or before any authority or administrative bodies to be dismissed, withdrawn and terminated, and shall be barred from instituting and/or continuing with any proceedings before the Iran-United States 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 relation to the claims and matters related to the Case No.10861.

Article Three

(1) Upon the issuance by the Tribunal of the Award on Agreed Terms, the Association and the National Training for themselves and for their successors, transferees, and assigns by this Agreement release and forever discharge each other, successors, transferees and assigns of each other, and Iran from any and all claims, rights, interests and liability that they ever had, now have and/or in the future may have in connection with Case No.10861.

(2) Should any claims 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 Four

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 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.

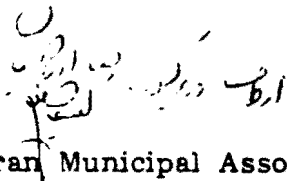
Article Five

This Settlement Agreement is for the sole purpose of settling Case No. 10861. Nothing in this Settlement Agreement shall be relied upon or construed as relevant to or affect in any way any arguments the Association or Iran 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.

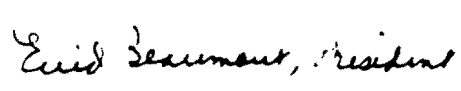
Article Six

(1) 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 Iran-United States Claims Tribunal on or before 1st day of Oct., 1988 for recording as an Arbitral Award on Agreed Terms.

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


By: Iran Municipal Association

Date:


By: The National Training and
Development Service of State
and Local Government

Date:

6/22/88