

ORIGINAL DOCUMENTS IN SAFECase No. 10871
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** AWARD - Type of Award 34 AAT
- Date of Award 21/10/90
3 pages in English 3 pages in Farsi
+ JR + SA

** 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. 10871

CHAMBER THREE

AWARD NO. 471-10871-3

THE CHESAPEAKE AND POTOMAC
TELEPHONE COMPANY,
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	دیوان دآوری دعاوی ایران - ایالات متحدہ
FILED	ثبت شد
DATE	21 FEB 1990
	تاریخ ۱۳۶۸ / ۱۲ / ۲

AWARD ON AGREED TERMS

1. On 19 January 1982 the United States of America presented a Claim of less than U.S.\$250,000 on behalf of THE CHESAPEAKE AND POTOMAC TELEPHONE COMPANY (the "Claimant") against THE ISLAMIC REPUBLIC OF IRAN ("Iran").

2. On 10 November 1989 THE CHESAPEAKE AND POTOMAC TELEPHONE COMPANY and MINISTRY OF FOREIGN AFFAIRS OF THE ISLAMIC REPUBLIC OF IRAN (the "Foreign Ministry") entered into a Settlement Agreement (the "Agreement"), in which it was agreed that the Claimant would be paid U.S.\$22,702 "[i]n consideration of full and final settl[e]ment of all disputes, differences and claims existing or capable of arising in connection with the Claim."

3. On 25 January 1990 a Joint Request for Arbitral Award on Agreed Terms (the "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 Agreement and requesting that it be recorded as an Arbitral Award on Agreed Terms. Copies of the Agreement and the Joint Request are attached hereto and are incorporated by reference.

4. The Tribunal has satisfied itself that it has jurisdiction in this matter under 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 Agreement together with the Joint Request are hereby accepted and recorded as an Award on Agreed Terms, binding on THE CHESAPEAKE AND POTOMAC TELEPHONE COMPANY and THE MINISTRY OF FOREIGN AFFAIRS OF THE ISLAMIC REPUBLIC OF IRAN in complete, full and final settlement

of all claims and counterclaims now existing or capable of arising in connection with this Case.

- b. THE MINISTRY OF FOREIGN AFFAIRS OF THE ISLAMIC REPUBLIC OF IRAN shall pay to the Claimant, THE CHESAPEAKE AND POTOMAC TELEPHONE COMPANY, the sum of Twenty-two Thousand Seven Hundred and Two United States Dollars (U.S.\$22,702), 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
21 February 1990

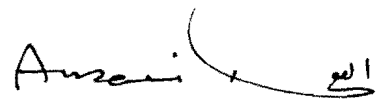


Gaetano Arangio-Ruiz
Chairman
Chamber Three

In the name of God



Richard C. Allison



Parviz Ansari Moin

IN THE NAME OF GOD

Iran-U.S. Claims Tribunal

The Hague

The Netherlands

The Government of the United States of
America on behalf and for the benefit of
the Chesapeake and Potomac Telephone
Company, a United States national,

Claimant,

-and-

The Islamic Republic of Iran,

Respondent.IRAN-UNITED STATES
CLAIMS TRIBUNALدوران داری دماوی
ایران - ایالات متحده

FILED

ثبت شد

DATE

25 JAN 1990

۱۳۶۸ / ۱۱ / ۵ تاریخ

Case No. 10871

Chamber Three

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 the Ministry of Foreign Affairs of the Islamic Republic of Iran, (the Foreign Ministry) on the one part and the Chesapeake and Potomac Telephone Company (the Chesapeake), on the other part. A copy of this Settlement Agreement is attached hereto.

This Settlement Agreement was reached by the Foreign Ministry and the Chesapeake on Nov. 10, 1989, and inter alia provides that the Chesapeake shall be paid the amount of U.S. \$22,702 (Twenty two thousand seven hundred and two U.S. dollars only) out of the Security Account in complete, full and final settlement of all claims and counterclaims now existing or capable or arising in connection with Case No. 10871

The undersigned hereby ratify the said Settlement Agreement and request the Tribunal to record it as an Arbitral Award on Agreed Terms, giving effect to its terms and conditions, and terminating Case No. 10781 in its entirety and with prejudice.

Yours sincerely,

Ali H. Nobari

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

Michael F. Ramish

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

UNITED STATES CLAIMS TRIBUNAL	دوران داوری دماوی ایران - ایالات متحده
FILED	ثبت شد
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	تاریخ ۱۳۶۸ / ۱۱ / ۵

Settlement Agreement in Case 10871, Chamber 3

This Settlement Agreement (hereinafter referred to as the "Agreement") is made this 10th day of Nov. 1989 (19 Aban 1368) by and between Ministry of Foreign Affairs of the Islamic Republic of Iran (hereinafter referred to as "the Foreign Ministry" on the one part and The Chesapeake and Polomac Telephone Company, a United States national, organized and existing under the laws of the State of New York, USA, (hereinafter referred to as "The Chesapeak" on the other part.

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

WHEREAS, the Foreign Ministry and the Chesapeak (hereinafter collectively referred to as "the Parties") wish to settle all claims and disputes which are outstanding or capable of arising in connection with Case No.10871 and its subject matter (hereinafter referred to as "the Claim").

NOW THEREFORE, the Parties agree as follows:

ARTICLE ONE

The scope and the subject matter of this Agreement is to settle, dismiss, and terminate, forever, all disputes, differences, claims, and matters directly or indirectly, raised or capable or arising out of the relations, transactions, contracts and events related to the subject matter of Case No.10871, against the Foreign Ministry, its any and all departments, subdivisions and diplomatic agencies (including but not limited to the former Iranian Embassy in Washington D.C.), and/or against the Islamic Republic of Iran, its political subdivisions, Iranian entities, agencies, organizations, institutions and instrumentalities.

ARTICLE TWO

In consideration of full and final settlement of all disputes, differences and claims existing or capable of arising in connection with the Claim, the Chesapeake will be paid the sum of Twenty-two thousand seven hundred and two United States dollars (U.S.\$22,702) (hereinafter referred to as 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 for the submission thereof to the Tribunal on or before 31 Jan., 1990 (11. 11. 1368), 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, the Chesapeake shall cause, without delay all proceedings against the Foreign Ministry and the Islamic Republic of Iran, their agencies, entities and instrumentalities in all courts, forums, or before any authority or administrative bodies to be withdrawn, terminated and dismissed with prejudice, 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 in the Islamic Republic of Iran in relation to the Claim.

ARTICLE FOUR

(1) Upon the issuance by the Tribunal of the Award on Agreed Terms, the Foreign Ministry, shall for itself and for its any and all departments, subdivisions, and diplomatic agencies (including but not limited to the former Iranian Embassy in Washington D.C.) by this Agreement releases and forever discharges the Chesapeake and its parent companies (should there be any), subsidiaries, affiliates, directors, officers and employees (and the successors, transferees and assigns of Chesapeake and of its subsidiaries, affiliates, directors, officers and employees) from any and all liability that Chesapeake has in connection with the subject matter of the Claim.

(2) Upon the issuance by the Tribunal of the Award on Agreed Terms the Chesapeake 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 of its parent companies, subsidiaries, affiliates, directors, officers and employees), by this Agreement release and forever discharge the Foreign Ministry, its any and all departments, subdivisions and diplomatic agencies (including but not limited to the former Iranian Embassy in Washington D.C), successors, predecessors, directors, officers and employees, and the Islamic Republic of Iran, its agencies, entities, and instrumentalities from any and all liability that they have ever had, now have and/or in the future may have in connection with the subject matter of the Claim.

(3) 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 rights shall be exclusively liable to such third party.

ARTICLE FIVE

Upon the issuance by the Tribunal of the Award on Agreed Terms, the Parties 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 Claim.

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 by the Parties, 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 the Parties in any matter other than Case No.10871. 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.10871. Nothing in this Settlement Agreement shall be relied upon or construed as relevant to or affect in any way any arguments the Foreign Ministry 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.

ARTICLE EIGHT

This Settlement Agreement shall be null and void if not approved by the Foreign Ministry authorities and not filed with the Tribunal by 31 Jan.1990, and in that event, no party to this Agreement may rely upon, cite or publish its terms and the Parties hereto shall be placed in the same position as they were before the date of the Agreement.

ARTICLE NINE

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

ARTICLE TEN

This Settlement Agreement has been written and signed in both languages of Persian 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 the Agreement and their signatures will commit their respective principals to fulfillment of their obligations under the 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.

Ministry of Foreign Affairs
of the Islamic Republic of Iran

By M. MIR MAHDI

Date 10/11/89

The Chesapeake and
Potomac Telephone Company
Manager/Claims
James B. Walker

By James B. Walker

Date 10/12/89