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CLAIMS TRIBUNAL

دیوان داوری دعاوی ایران - ایالات متحدہ

19

ORIGINAL DOCUMENTS IN SAFE

Case No. 10973

Date of filing: 29 Jan 88

**** AWARD**

- Type of Award

on Agreed terms

- Date of Award

29 Jan 88

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

IRAN-UNITED STATES CLAIMS TRIBUNAL

19
دیوان داری دعاوی ایران - ایالات متحدہ

CASE NO. 10973

CHAMBER TWO

AWARD NO. 346-10973-2

IRAN UNITED STATES
CLAIMS TRIBUNAL
دفتر داری دعاوی
ایران - ایالات متحدہ

ثبت شد - FILED

Date 29 JAN 1988 تاریخ
۱۳۶۶ / ۱ / ۹

No. 10973 شماره

LORD CORPORATION
a claim of less than U.S.\$ 250,000
presented by
THE UNITED STATES OF AMERICA,
Claimant,

and

IRAN HELICOPTER SUPPORT AND
RENEWAL COMPANY,
Respondent.



AWARD ON AGREED TERMS

1. On 19 January 1982, the Government of the United States of America presented the Claim of less than U.S.\$250,000 of LORD CORPORATION ("the Claimant") against THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF IRAN, and in particular, against IRAN HELICOPTER SUPPORT AND RENEWAL COMPANY ("the Respondent"), seeking recovery in connection with allegedly unpaid invoices.

2. Pursuant to Article 34(1) of the Tribunal Rules of Procedure, a Joint Request was filed on 13 January 1988, signed by the Agent of the Government of the United States of America on the one hand and by the Agent of the Government of the Islamic Republic of Iran on the other, requesting that the Tribunal render an Award on Agreed Terms recording and giving effect to the Settlement Agreement in this Case, dated 28 November 1987, which provides for certain reciprocal obligations of the Parties thereto.

3. Copies of the Joint Request and the Settlement Agreement are attached hereto.

4. In view of the fact that the provisions of the Settlement Agreement fulfil the requirements for the issuance of an Award on Agreed Terms, the Tribunal accepts the Settlement Agreement in accordance with Article 34, paragraph 1, of the Tribunal Rules.

5. For the foregoing reasons,

THE TRIBUNAL AWARDS AS FOLLOWS:

(a) The Settlement Agreement filed with the Joint Request is hereby recorded as an Award on Agreed Terms, binding on the Parties in full settlement of the entire Case.

(b) The Respondent IRAN HELICOPTER SUPPORT AND RENEWAL COMPANY shall pay the Claimant LORD CORPORATION, the amount of Four Thousand Four Hundred and Six United States Dollars (U.S.\$4,406), which obligation shall be satisfied by payment out of the Security Account established pursuant to Paragraph 7 of the Declaration of the Democratic and Popular Republic of Algeria of 19 January 1981.

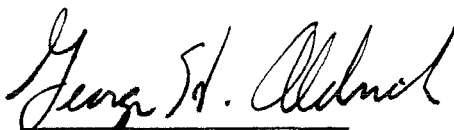
(c) This Award is hereby submitted to the President of the Tribunal for the purpose of notification to the Escrow Agent.

Dated, The Hague
29 January 1988



Robert Briner
Chairman

In the name of God,



George H. Aldrich



Seyed K. Khalilian

The Award improperly obscures the fact that the U.S. has been the Claimant in this Case since its inception. On 19 January 1982, the United States, acting on the grounds of diplomatic protection, filed the claim. Therefore, the initial intention and action was the "espousal of private claims" as expressly declared by the U.S. Agent in November 1982, rather than a simple presentation of the case. See my Separate Opinion.

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه داری دعاوی ایران-ایالات متحده
ثبت شد - FILED	
Date	13 JAN 1988
	۱۳۶۶ / ۱۰ / ۲۲
No.	10973

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

The Government of the United States of
America on behalf and for the benefit
of Lord Corporation,
a United States national.

Claimant Case 10973

-and-

Islamic Republic of Iran

Chamber 2

Respondent

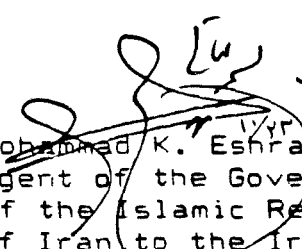
JOINT REQUEST FOR ARBITRAL AWARD ON AGREED TERMS

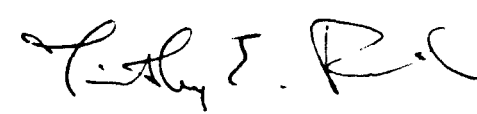
Pursuant to Article 34 of the Tribunal Rules, the Government of the United States of America, and the Government of the Islamic Republic of Iran, jointly request that the Tribunal issue an Arbitral Award on Agreed Terms that will record and give effect to the Settlement Agreement reached by Lord Corporation and Iran Helicopter Support and Renewal Company, a copy of which is attached hereto.

Iran Helicopter Support and Renewal Company and Lord Corporation have entered into a Settlement Agreement which provides that Lord Corporation will be paid the amount of US\$4,406/- (Four thousand four hundred and six 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. 10973.

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 Lord Corporation out of the Security Account, and to declare Case No. 10973 terminated, withdrawn and dismissed in its entirety and with prejudice.

Respectfully submitted,


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


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

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه داری و دعاوی ایران - ایالات متحده
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IN THE NAME OF GOD

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is made this 28 day of November, 1987, (...7/.9/.1366) by and between Iran Helicopter Support and Renewal Company (hereinafter "IHSRC") and Lord Corporation (hereinafter "Lord ") a United States national, existing and organized under the laws of the State of Pennsylvania, USA, acting for itself and on behalf of its parent companies, affiliates, subsidiaries and distributors.

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

WHEREAS, IHSRC and Lord wish to settle all claims and disputes which are outstanding or capable of arising in connection with Case No.10973 and its subject matters ("the Case");

THEREFORE, IHSRC and Lord 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.10973 , against IHSRC, its agencies, parents, affiliates and subsidiaries and/or against the Islamic Republic of Iran, its political subdivisions, controlled entities, agencies, organisations, institutions, and instrumentalities (hereinafter "Iran").

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.10973, Lord will be paid the sum of US\$ 4,406/- (four thousand four hundred and six 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 30 day of January 1988 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, Lord shall cause, without delay and with prejudice, all proceedings against IHSRC and/or against Iran 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 the subject matters of the Case and/or any other past dealings.

ARTICLE FOUR

(1) Upon the issuance by the Tribunal of the Award on Agreed Terms, IHSRC and Lord 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 the parent companies (should there be any), subsidiaries, affiliates, directors, officers and employees of that other party (and the successors, transferees, and assigns of each other and of the subsidiaries, affiliates, directors, officers and employees of that other party) 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 the subject matters of the Case.

(2) Upon the issuance by the Tribunal of the Award on Agreed Terms, Lord 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 IHSRC and Iran 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 the 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, IHSRC and Lord waive any and all claim 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 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 the Parties in any matter other than Case No.10973. 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.10973. Nothing in this Settlement Agreement shall be relied upon or construed as relevant to or affect in any way any arguments IHSRC 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.

(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 IHSRC authorities in Iran and not filed with the Tribunal by *30 January*...., 1988, 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 Lord Corporation

For Iran Helicopter Support and
Renewal Company

By:



Date:

January 5, 1988
(As per powers of
attorney attached)

Akbar Torhan

By ~~Chairman of the board and managing~~
~~Director of defence industrial~~ .
organization

Date:

POWER OF ATTORNEY

I, James W. Wright, being the duly appointed and authorized Secretary of Lord Corporation, do hereby certify that Michael J. Crosby, a Vice President of Lord Corporation, is empowered and authorized by said Corporation to sign any and all documents, and to perform any and all acts necessary in order to effectuate a settlement of all claims which may be outstanding or capable of arising between the Corporation and Iran Helicopter Support and Renewal Company (IHSRC).

In particular, on behalf of Lord Corporation, said Michael J. Crosby is hereby empowered to execute the Settlement Agreement pertaining to Case No. 10973 and its subject matters.

Dated this 5th day of January, 1988.

LORD CORPORATION

By:

James W. Wright
James W. Wright,
Vice President - Legal Affairs
and Secretary