

11005-3

CLAIMS TRIBUNAL

دیوان داوری دعاوی ایران - ایالات متحدہ

11005-3

ORIGINAL DOCUMENTS IN SAFE

3

Case No. 11005

Date of filing: 28.4.87

** AWARD

- Type of Award on Agreed Terms
- Date of Award 28.4.87
_____ 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



CASE NO. 11005

CHAMBER ONE

AWARD No. 303-11005-1

LOWE MARSCHALK, INC.,
(formerly THE MARSCHALK COMPANY, 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		دیوان دآوری دعاوی ایران - ایالات متحدہ	
ثبت شد - FILED			
Date	28 APR 1987	تاریخ	
	۱۳۶۶ / ۲ / ۸		
No.	11005	شماره	

AWARD ON AGREED TERMS

1. On 19 January 1982, the Government of the United States of America presented the claim of less than US\$250,000 on behalf of THE MARSCHALK COMPANY, INCORPORATED, against the ISLAMIC REPUBLIC OF IRAN and IRAN AIR.

2. On 7 October 1986, LOWE MARSCHALK INC., formerly the Marschalk Company, Incorporated, and IRAN AIR entered into a Settlement Agreement resolving the matters in dispute between them, whereby it was agreed, inter alia, that Iran Air would pay the Claimant the amount of US\$30,000 in complete and final settlement of all claims and counterclaims now outstanding or capable of arising in connection with this Case.

3. On 15 April 1987, a Joint Request for an Award on Agreed Terms was filed with the Tribunal signed by the Agents of the Government of the Islamic Republic of Iran and the United States of America, requesting that the Tribunal record and give effect to the Settlement Agreement by issuing an Award on Agreed Terms pursuant to Article 34 of the Tribunal Rules. The Settlement Agreement was filed together with the Joint Request and is annexed hereto.

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

5. Based on the foregoing,

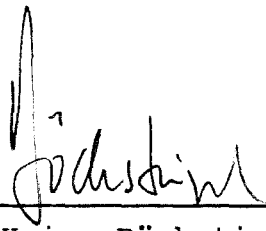
THE TRIBUNAL AWARDS AS FOLLOWS:

(a) The Settlement Agreement filed with the Joint Request is hereby accepted and recorded as an Award on Agreed Terms, binding on the Parties to the Settlement Agreement in complete and final settlement of all claims and counterclaims now existing or capable of arising out of the business relationship between the Parties in connection with this Case.

(b) Consequently, the Respondent IRAN AIR shall pay to the Claimant LOWE MARSCHALK INC., the sum of Thirty Thousand United States Dollars (U.S.\$30,000), 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.

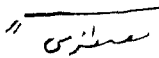
The Award is hereby submitted to the President of the Tribunal for notification to the Escrow Agent.

Dated, The Hague,
28 April 1987

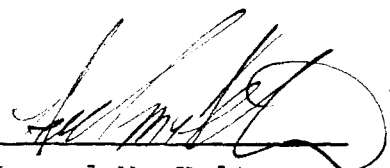


Karl-Heinz Böckstiegel
Chairman
Chamber One

In the Name of God



Mohsen Mostafavi



Howard M. Holtzmann

IN THE NAME OF GOD

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

Case No. 11005

IRAN UNITED STATES CLAIMS TRIBUNAL		دفترگاه دایوری دعاوی ایران - ایالات متحده
FILED - ثبت شد		
Date	15 APR 1987 ۱۳۶۶ / ۱ / ۲۶	تاریخ
No.	11005	شماره

CH,

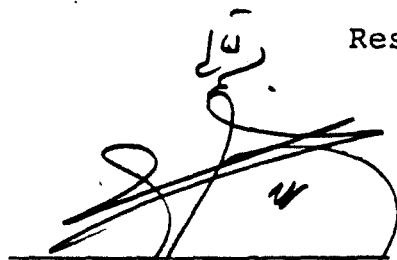
JOINT REQUEST FOR ARBITRAL AWARD ON AGREED TERMS

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 Marschalk Company, Incorporated and Iran Air, a copy of which is attached hereto.

Iran Air and the Marschalk Company Incorporated, have entered into a Settlement Agreement providing that the Marschalk Company Incorporated shall be paid the amount of \$ 30,000 (Thirty thousand United States Dollars only) in complete and final settlement of all claims and counterclaims now existing or capable of arising in connection with this case.

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 the Marschalk Company, Incorporated, out of the Security Account.

Respectfully submitted,



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

Michael F. Reboin

John R. Crook,
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 داوران ایران-ایالات متحده
FILED - ثبت شد	
Date 15 APR 1987 ۱۳۶۶ / ۱ / ۲۶	تاریخ
No. 11005	شماره

This Settlement Agreement (the "Agreement")
made this ^{7th} day of ~~at~~ 1986 by and between Iran Air and the
Marschalk Company, Incorporated, a United States
National (hereinafter called "Marschalk").

WHEREAS, the Government of the United States
of America has presented a Statement of Claim numbered
11005 (hereinafter called the "Claim") on behalf and
for the benefit of the Marschalk Company, Incorporated,
against the Islamic Republic of Iran, for certain
claims against Iran Air as more specifically mentioned
in Claim No.11005 submitted to the Iran-U.S. Claims Tri-
bunal (hereinafter called the "Tribunal");

WHEREAS, MARSCHALK and Iran Air have agreed to
settle all claims and disputes which are outstanding
or capable of arising in connection with the Claim and
its subject matters;

THEREFORE, Marschalk and Iran Air agree as
follows:

Article One

The Parties agree to submit this Agreement to
the Agents of the Government of the Islamic Republic of
Iran and the Government of the United States of America
for the submission thereof to the Iran-U.S. Claims Tri-
bunal to be recorded as an Arbitral Award on Agreed
Terms.

Article Two

In consideration of the full and final settlement

Of all claims, disputes and differences as specified in the Claim filed with the Tribunal, Marschalk shall be paid the sum of thirty thousand U.S. dollars (\$30,000).

Article Three

Upon issuance by the Tribunal of the Award on Agreed Terms, Marschalk and Iran Air shall cause, without delay and with prejudice, all proceedings between the Parties and against the Islamic Republic of Iran, its agencies, entities, and instrumentalities 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 or 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 or counterclaims related to the Claim or any other past dealings.

Article Four

Upon issuance by the Tribunal of the Award on Agreed Terms, Marschalk and Iran Air and/or their directors, officers, employees, successors, assigns, transferees, subsidiaries, affiliates, agents and parent companies (should there be any) shall have no right to make claims in the future against the Islamic Republic of Iran, its agencies, entities, instrumentalities, and/or against each other or each other's directors, officers, employees, subsidiaries, affiliates, agents, parent companies, successors, assigns and transferees based on any rights or obligations, past or present and/

or any other matter which could have been raised related to the subject-matter of the Claim and/or any other past dealings.

Article Five

(1) Marschalk shall indemnify and hold harmless Iran Air its subsidiaries, affiliates, assigns, transferees, successors, agents and their parent companies, their parent's affiliates, subsidiaries, assigns, transferees, successors and agents (the "Indemnified Persons") and the Islamic Republic of Iran, its agencies, entities and instrumentalities against any claim which Marschalk, its subsidiaries affiliates, assigns, transferees, successors, agents, its parent companies or its parent's subsidiaries, affiliates, assigns, transferees, successors and agents or any third parties may raise or take against the Indemnified persons or the Islamic Republic of Iran, its agencies entities or instrumentalities under the same cause or causes or action contained in the claim.

(2) Iran Air shall indemnify and hold harmless Marschalk its subsidiaries, affiliates, assigns, transferees, successors, agents and its parent companies against any claims which Iran Air, its subsidiaries, affiliates, assigns, transferees, successors, agents, its parent companies or its parent's subsidiaries, affiliates, assigns, transferees and agents may raise or take against Marschalk its subsidiaries, affiliates, assigns, transferees, successors, agents and its parent companies under the same cause or causes of action contained in the Claim.

Article Six

Upon issuance by the Tribunal of the Award on Agreed Terms, Marschalk and Iran Air 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 or counterclaims asserted (or which might have been asserted) before the Iran-United States Claims Tribunal, U.S. courts or elsewhere with respect to and in connection with the matters involved in the Claim.

Article Seven

Upon 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 issuance of the Award on Agreed Terms by the Tribunal no further documents need to be executed in implementing this Agreement.

Article Eight

Unless otherwise agreed upon between the parties to this Settlement Agreement, this Agreement shall become completely null and void if not approved by the appropriate Iranian Authorities and if the Joint Request for the Arbitral Award on Agreed Terms is not filed with the Tribunal by the Agent of the Islamic Republic of Iran on or before *20th April* 1987, and in such event, no party to this Agreement may rely upon, cite or publish its terms.

Article Nine

(1) This Settlement Agreement is for the sole purpose of settling Case No. 11005. Nothing in this Settlement Agreement shall be relied upon or construed as relevant to or to affect in any way any argument Iran Air or the Islamic Republic of Iran, its agencies, instrumentalities, entities have raised, or may raise, concerning the jurisdiction or the merits of other cases whether before the Tribunal or any other forum.

(2) It is further agreed that this settlement Agreement is made in 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 Claim No. 11005. The Parties also agree that they shall not use, or cause any person to use this Settlement Agreement in the prosecution or defence of any other cases before the Iran-U.S. Claims Tribunal or any other forum, except that the Parties may use this Agreement for the purpose implementing its terms.

Article Ten

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.

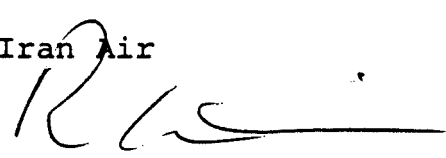
Article Eleven

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

Lowe Marschalk, Inc.
(formerly The Marschalk
Company, Incorporated)

By: 
Andrew Aliprandi,
Executive Vice President
Date: October 7, 1986

Iran Air


By: M. R. ASKARI
Director Foreign Legal Aff
Date: 29 December 1986