

ORIGINAL DOCUMENTS IN SAFECase No. 11244Date of filing: 3. Nov 87

** AWARD - Type of Award on Agreed Terms
- Date of Award 3. 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

۴۶

IRAN UNITED STATES CLAIMS TRIBUNAL	دیوان دآوری دعاوی ایران - ایالات متحدہ
ثبت شد - FILED	
Date	3 NOV 1987
	۱۳۶۶ / ۸ / ۱۲
No.	11244

CASE NO. 11244

CHAMBER TWO

AWARD NO. 328-11244-2

DUPLICATE
ORIGINAL
نسخه برابر اصل

UNIVERSITY OF CALIFORNIA, SANTA BARBARA
a claim of less than U.S.\$250,000
presented by
THE UNITED STATES OF AMERICA,

Claimant,

and

MINISTRY OF CULTURE AND HIGHER EDUCATION
OF THE ISLAMIC REPUBLIC OF IRAN,

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 the UNIVERSITY OF CALIFORNIA, SANTA BARBARA ("the Claimant") against the ISLAMIC REPUBLIC OF IRAN for alleged breaches of scholarship agreements by, inter alia, the Ministry of Science and Higher Education, now referred to as the MINISTRY OF CULTURE AND HIGHER EDUCATION OF THE ISLAMIC REPUBLIC OF IRAN.

2. Pursuant to Article 34(1) of the Tribunal Rules of Procedure, a Joint Request was filed on 1 October 1987, signed by the Agent of the Government of the United States of America on the one hand and 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 24 September 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. The Tribunal notes the Claimant's submission filed on 17 October 1986 in which the United States requested reclassification of this Claim as an "official claim," as defined in Article II, paragraph 2, of the Claims Settlement Declaration. The Tribunal also notes that the comments by the Islamic Republic of Iran to the Claimant's request for reclassification were due to be filed on 16 October 1987. In view, however, of the recent filing of the Joint Request for an Award on Agreed Terms, the Tribunal deems it unnecessary now to decide whether to reclassify this Claim. The Tribunal is, in any event, satisfied that it has jurisdiction over this Claim within the terms of the Claims Settlement Declaration.

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

6. For the foregoing reasons,

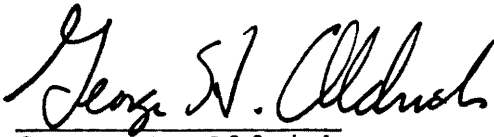
THE TRIBUNAL AWARDS AS FOLLOWS:

- (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) Respondent MINISTRY OF CULTURE AND HIGHER EDUCATION OF THE ISLAMIC REPUBLIC OF IRAN shall pay the Claimant UNIVERSITY OF CALIFORNIA, SANTA BARBARA the amount of Nine Thousand Nine Hundred Twenty-One United States Dollars (U.S.\$9,921), 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
3 November 1987

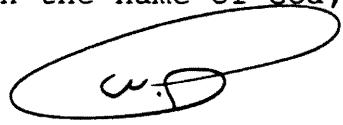


Robert Briner
Chairman



George H. Aldrich

In the name of God,



Hamid Bahrami-Ahmadi

15 PM

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 University of California,
Santa Barbara a United States national.

Claimant

IRAN UNITED STATES CLAIMS TRIBUNAL	داری و دعاوی در هیأت‌الاعتدال
ثبت شد - FILED	
Date	1 OCT 1987 تاریخ ۱۳۶۶، ۷، ۹
No.	11244 شماره

Case 11244
Chamber 2

-and-

Islamic Republic of Iran,

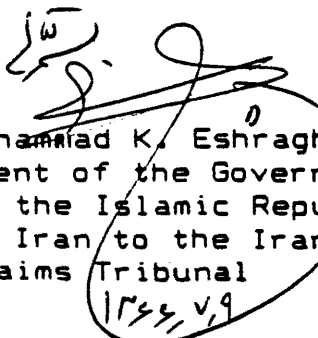
Respondent

JOINT REQUEST FOR ARBITRAL AWARD ON AGREED TERMS

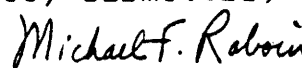
Pursuant to Article 34 of the Tribunal Rules, the Government of the United States of America, and the Government of the Islamic Republic of Iran, jointly request that the Tribunal issue an Arbitral Award on Agreed Terms that will record and give effect to the Settlement Agreement reached by University of California, Santa Barbara, and the Ministry of Science and Higher Education of the Islamic Republic of Iran, a copy of which is attached hereto.

Ministry of Culture and Higher Education and University of California have entered into a Settlement Agreement which provides that University of California will be paid the amount of US\$9,921/- (Nine thousand nine hundred twenty one 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. 11244.

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 University of California Santa Barbara out of the Security Account, and to declare Case No. 11244 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
۱۳۶۶، ۷، ۹

Respectfully submitted,


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 معاری ایران - ایالات متحده
ثبت شد - FILED	
Date	1 OCT 1987 تاریخ
	۱۳۶۶ / ۷ / ۹
No.	11244 شماره

IN THE NAME OF GOD

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is made this 24.day of Sep, 1987, (.2:..7...1366) by and between the Ministry of Culture and Higher Education of the Islamic Republic of Iran, (hereinafter referred to as Ministry of Culture) on the one part, and University of California Santa Barbara (hereinafter referred to as University of California), a United States national, existing and organized under the laws of the State of California, 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 University of California with the Iran-U.S. Claims Tribunal ("the Tribunal");

WHEREAS, Ministry of Culture and University of California wish to settle all claims and disputes which are outstanding or capable of arising in connection with Case No. 11244 and its subject matters;

THEREFORE, Ministry of Culture and University of California agree as follows:

ARTICLE ONE.

The scope and subject matter of this Agreement is to settle and dismiss, forever, 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 the Case No. 11244, against Ministry of Culture, its agencies, branches, affiliates and subsidiaries and/or against the Islamic Republic of Iran, its political subdivisions, Iranian entities, agencies, organizations, 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. 11244, University of California will be paid the sum of (US\$ 9,921/-) Nine thousand nine hundred twenty one United States 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 Iran-U.S. Claims Tribunal on or before 1st. day of Nov. 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, University of California shall cause, without delay and with prejudice, all proceedings against Ministry of Culture and/or against the Islamic Republic of Iran, its agencies, entities, and instrumentalities (Iran) 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 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, Ministry of Culture and University of California 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 the subject matters of the Case.

(2) Upon the issuance by the Tribunal of the Award on Agreed Terms, University of California 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 Ministry of Culture, Iran and in general all Iranian 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 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, Ministry of Culture and University of California 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.11244. 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.11244. Nothing in this Settlement Agreement shall be relied upon or construed as relevant to or affect in any way any arguments Ministry of Culture 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 Ministry of Culture authorities in Iran and not filed with the Tribunal by .1st November...,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 University of
California Santa Barbara

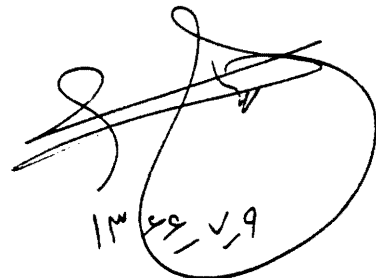
For Ministry of Culture and
Higher Education of the Islamic
Republic of Iran

By: *Jacqueline S. Gunn-Smith*
JACQUELINE S. GUNN-SMITH
MANAGER, ACCOUNTS RECEIVABLE

Date: 24 September 1987

By

Date:


13 59 1/9