

ORIGINAL DOCUMENTS IN SAFE

113-112

112-112

Case No. 113Date of filing: 27-Dec83

\*\* AWARD - Type of Award on Agreed Terms  
- Date of Award 27-Dec83  
4 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

113-113  
112-112

دیوان داوطلبان

CASE NO. 113

CHAMBER TWO

AWARD NO. 98-113-2

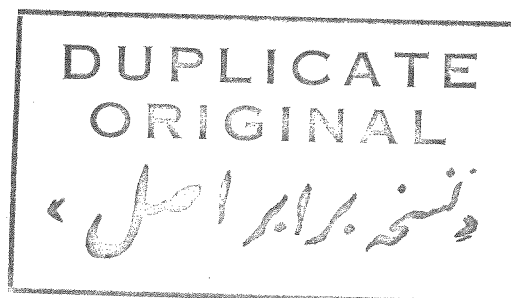
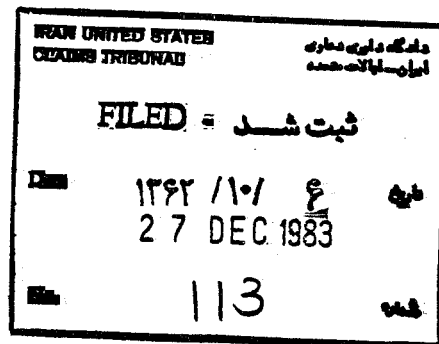
OWENS CORNING FIBERGLASS  
CORPORATION,

Claimant,

and

THE ISLAMIC REPUBLIC OF  
IRAN, et al.,

Respondents.



AWARD ON AGREED TERMS

The Claimant, OWENS CORNING FIBERGLASS CORPORATION, and the Respondents herein, IRAN GLASS WOOL COMPANY, SEAMAN PAK CORPORATION, REVOLUTIONARY COMMITTEE, PROSECUTOR GENERAL OF THE ISLAMIC REPUBLIC, and MINISTRY OF FINANCE, in accordance with Statement of Claim No. 113, have concluded a Settlement Agreement, signed by them and dated 14 October 1983, resolving the matters in dispute between them, whereby it is agreed, inter alia, that Respondent Iran Glass Wool Company shall pay to the Claimant the amount of US \$200,000, ".... to terminate all of Claimant's claims against the Respondents cited in Case 113, and in principle to terminate Case 113".

On 15 December 1983, the above Settlement Agreement was filed with the Tribunal together with a Joint Request for an Award on agreed terms, signed by the same Parties, and dated 14 October 1983.

On 19 December 1983, the Agent of the Islamic Republic of Iran filed a letter conveying the approval of the above Settlement Agreement and Joint Request by the Islamic Republic of Iran.

The Tribunal notes that the Settlement Agreement contains a provision captioned "Confidentiality of the Agreement". The Tribunal notes also, however, that this provision does not contain a request for confidentiality addressed to the Tribunal. Therefore, a copy of the Settlement Agreement, the Joint Request and of the Letter of the Agent of the Islamic Republic of Iran are attached hereto.

The Tribunal also notes that Article 1 (b) of the Settlement Agreement provides that the Joint Request for an Award on agreed terms shall be submitted to the Tribunal by 20 November 1983 at the latest. In the absence, however, of any objections from the Parties to the actual date of filing of the Joint Request, 15 December 1983, the Tribunal finds

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no reason to deny the Joint Request for an Arbitral Award on agreed terms.

The Tribunal has satisfied itself that it has jurisdiction in this matter within the terms of the Declaration of the Democratic and Popular Republic of Algeria concerning the settlement of claims by the Government of the United States of America and the Islamic Republic of Iran of 19 January 1981.

For the foregoing reasons,

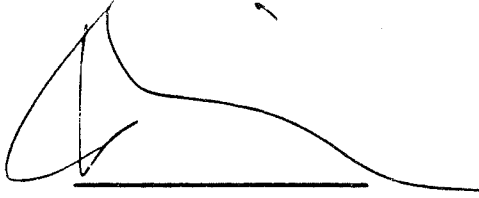
THE TRIBUNAL MAKES THE FOLLOWING AWARD:

The Settlement Agreement filed with the Joint Request is hereby accepted and recorded as an Award on agreed terms, binding on the Parties, in full settlement of the entire case.

Consequently, the Respondent IRAN GLASS WOOL COMPANY shall pay to the Claimant the sum of Two Hundred Thousand United States Dollars (US \$ 200,000), 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.

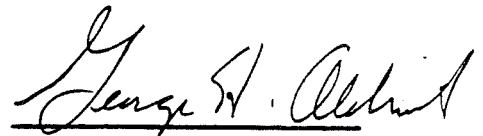
This Award is hereby submitted to the President of the Tribunal for notification to the Escrow Agent.

Dated, The Hague,  
27 December 1983.



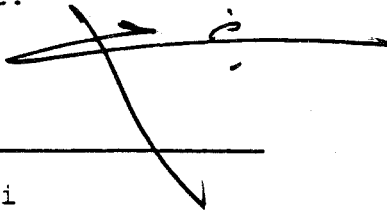
Willem Riphagen  
Chairman  
Chamber Two

In the name of God



George H. Aldrich

I agree with the Tribunal in  
accepting and recording the  
Settlement Agreement as an  
Award on agreed terms. I  
agree to the enforcement  
procedure only on the basis  
of Article 1C of the Settle-  
ment Agreement.



Shafie Shafeiei

IN THE IRAN-UNITED STATES CLAIMS TRIBUNAL

THE HAGUE, THE NETHERLANDS

Case No. 113

Chamber No. 2

|                                       |                                           |
|---------------------------------------|-------------------------------------------|
| IRAN UNITED STATES<br>CLAIMS TRIBUNAL | دادگاه ادعای داری<br>ایران - ایالات متحده |
| ثبت شد - FILED                        |                                           |
| ۱۳۶۲ / ۹ / ۲۴                         | تاریخ                                     |
| 15 DEC 1983                           |                                           |
| 113                                   | شماره                                     |

JOINT REQUEST FOR ARBITRAL  
AWARD ON AGREED TERMS

Pursuant to Article 34 of the Tribunal's Rules of Procedure, Claimant Owens-Corning Fiberglas Corporation ("OCF") and Respondents the Government of the Islamic Republic of Iran, Glass Wool Company of Iran and Sea-Man-Pak Company ("Respondents") 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 parties.

On October 10, 1983, Claimant and Respondents entered into a Settlement Agreement, a copy of which is attached hereto, resolving all claims and counterclaims now existing or capable of arising in connection with Case No. 113. The parties to the Settlement Agreement agree that the Respondents will pay OCF the sum of two hundred thousand United States Dollars and no Cents (U.S. \$200,000.00) in complete and final settlement of all claims and counterclaims in Case No. 113.

Accordingly, the parties request the Tribunal to record the Settlement Agreement as an arbitral award on agreed terms, with full payment to OCF to be made out of the Security Account.

Respectfully submitted,

FOR ALL RESPONDENTS

By: \_\_\_\_\_

*[Signature]*  
M. K. Eshragh  
Agent for the Islamic  
Republic of Iran to  
the Iran-United States  
Claims Tribunal

Date \_\_\_\_\_

FOR OWENS-CORNING FIBERGLAS  
CORPORATION

By: \_\_\_\_\_

*[Signature]*  
Stephen M. Truitt  
Mark N. Bravin  
Wald, Harkrader & Ross  
Representatives of Claimant

Date Oct. 14, 1983

|                                       |                                          |
|---------------------------------------|------------------------------------------|
| IRAN UNITED STATES<br>CLAIMS TRIBUNAL | دادگاه داری داری<br>ایران - ایالات متحده |
| ثبت شد - FILED                        |                                          |
| Date                                  | ۱۳۶۲/۹/۲۴<br>15 DEC 1983                 |
| No.                                   | 113                                      |

IN THE NAME OF GOD

SETTLEMENT AGREEMENT

تاریخ ۱۳۶۲/۹/۲۴  
شماره پرونده ۱۱۳

Claimant: Owens Corning Fiberglass Corporation, in person and represented by Mr. William Gill, its "employee," in accordance with Statement of Claim No.113.

Respondents: Iran Glasswool Company, Seaman Pak Corporation, Revolutionary Committee, Prosecutor General of the Islamic Republic, and Ministry of Finance, in accordance with Statement of Claim No.113.

1- Whereas Claimant has declared it is prepared in return for receiving an amount of US\$200,000 to waive all its claims\* against the Respondents cited in Case 113, whether or not such claims were proper or improper; and

2- Whereas Iran Glasswool Company is prepared on the basis of the present Agreement, to pay an amount of US\$200,000 to Claimant to terminate all of Claimant's claims against the Respondents cited in Case 113, and in principle to terminate case 113,

Now therefore the parties hereby sign the Agreement as hereunder and each party is obligated to comply with the provisions thereof:

Article 1: Payment

Iran Glasswool Company, with a view to settling all claims brought against itself, along with damages, has agreed to pay US\$200,000 as per this  
X

\*Claimant's claims include its claims against Iran Glasswool Company in the amount of US\$335,582.91 (first claim) with damages, and another claim in the amount of US\$189,667.00 (second claim) with damages, as described in Claimant's Statement of Claim filed against the Respondents.

Agreement to Claimant in Case 113 pending before the Iran-United States Claims Tribunal, and this amount will hereinafter be referred to as the "agreed sum." ~~xxx~~

(a) Payment of US\$200,000.00 will be effected upon the filing of the present Agreement with the Tribunal in the form of an arbitral award on the basis of agreed terms.

(b) The parties, according to Article 34 of the Tribunal Rules, shall submit a joint request to the Tribunal by 20 November at the latest to have the said Agreement filed as an arbitral award on the basis of agreed terms, and to issue an order for payment of the "agreed sum" from the escrow account to Owens Corning Fiberglass Corporation. The said joint request shall be appended hereto as Exhibit "A".

(c) Iran Glasswool Company shall pay the equivalent amount of the "agreed sum" to Bank Markazi Iran in Rials, and shall secure Bank Markazi's approval for effecting payment of the said sum from the escrow account to Owens Corning Fiberglass Corporation. The submission of the present settlement agreement to the Tribunal by the Agent of the Government of the Islamic Republic of Iran shall be tantamount to the granting of the said approval.

(d) Respondents hereby confirm that all mandatory taxes and other fees and charges in question in the present case have been deducted from the "agreed sum".

Article 2: Termination of Litigation Proceedings

(a) Upon payment of the agreed sum to Owens Corning Fiberglass Corporation, litigation proceedings in Case 113 shall be wholly terminated

~~xxx~~ It should be explained that the "agreed sum" (US\$200,000.00) is for termination of the two claims constituting the subject matter of Case 113, and is based on the obligations of the parties described in the Agreement herein.

and shall be regarded as amounting to full and final settlement of all current claims and counterclaims, or all claims and counterclaims which may arise, in connection with Case 113.

(b) Upon full and final payment of the "agreed sum" to Claimant, the parties by virtue of the present settlement agreement shall in person on their own behalf, any by proxy on behalf of their affiliated companies and subsidiaries (their successors and assignees and their affiliated companies and subsidiaries), permanently exempt and exclude their managers, officials, and employees (their successors and assignees and their affiliated companies and subsidiaries and the managers and employees thereof) from any claim or liability which they have had up to now, or which they may have in the present or in the future in any form, whether it was or was not raised in the courts of justice or arbitral tribunals in any country, or whether it be pending before the courts of law, and the parties and legal successors thereof are not and shall not be entitled to re-assert the claim in any forum or court of law.

Therefore, the parties hereby agree that each side, within 30 days from the date of full and final payment of the agreed sum to Owens Corning Fiberglass Corporation, shall take steps to terminate any claims brought against the other side in any court or forum, and the parties shall permanently exempt and release each other of all liabilities arising under contracts, transactions, and past, present, and future events and circumstances associated with Case 113, and shall, if the need should arise in the event of the raising of any claim in any form by any natural or juridical person, be held accountable in this regard.

(c) As regards past transactions, in the event that any claims are under consideration or have been raised by a third party in any court or forum against one of the parties to the Agreement on the basis of any transfer or assigning of rights by one of the parties, the party who has enacted the said transfer, or caused the transfer to be enacted, or has assigned its own rights, shall be solely and exclusively responsible to the third party.

(d) Upon full and final payment of the "agreed sum" to Owens Corning Fiberglass Corporation, the parties shall waive all claims relating to costs and expenses, including attorneys' fees claimed by the parties, costs of arbitration or arbitral proceedings, costs relating to the raising of counterclaims, or any other costs associated with Case 113 before the arbitral Tribunal or the contracts specified therein, and related to both parties.

(e) The present settlement agreement, solely as expressed hereinabove, is an amicable agreement for the settlement of claims which specifically concerns case 113. It exclusively relates to Case 113 and does not have any effect on, or is in any way connected with, other arbitral questions and issues before the Tribunal.

(f) Claimant in Case 113 agrees that, with the termination of proceedings in Case 113 by virtue of the present settlement agreement, Owens Corning Fiberglass Corporation, in person and represented by Mr. William Gill, shall have no claims whatsoever against the Government of the Islamic Republic of Iran, its political subdivisions, and any agency, instrumentality, or entity controlled by the Government of Iran or any political subdivision thereof.

Article 3: Other Matters and Questions

Upon full and final payment of the "agreed sum" to Owens Corning Fiberglass Corporation, existing contracts between Claimant and Respondent Iran Glasswool Company, which were previously terminated, shall be regarded to have been completed and Respondent Iran Glasswool Company shall reserve the right, much as before, to utilize patent rights constituting the subject matter of contracts, and Claimant shall not be entitled to bring any claims in this regard in the future.

Validity and Interpretation of the Settlement Agreement

(a) The present settlement agreement shall be valid exclusively in its complete entirety, and none of its terms and provisions is alterable without the written consent of both parties thereto.

(b) In the event that the Tribunal fails to file the present Agreement as an arbitral award on the basis of agreed terms within a reasonable period of time, each party can, unless otherwise agreed, avoid the argument in question, and the present settlement agreement shall have no effect on the position of Respondents or Claimants in future arbitral proceedings in Case 113.

Confidentiality of the Agreement

(a) The parties to the Agreement, prior to full and final payment of the "agreed sum" to Owens Corning Fibreglass Corporation, shall not disclose the Agreement and provisions thereof (except for submission to the Tribunal by virtue of Article 1 of the Agreement), and other documents prepared for the settlement negotiations, in the Tribunal or any other forum.

(b) The parties to the Agreement, in pursuing or defending any other case before the Tribunal, or any other court or forum, shall not make use of the present settlement agreement or cause a third party to make use of the same.

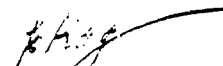
(c) The parties agree to treat the present Agreement as confidential, and to submit copies thereof solely to responsible officials of the Government of the Islamic Republic of Iran or the United States of America, or persons authorized and entitled to have access to such documents, and to request the said persons to treat the contents of the Agreement as confidential.

Article 6: Powers

Representatives of parties to the Agreement expressly declare that they are officially empowered and authorized to sign the present Agreement, that their signatures shall bind and obligate their respective sides to comply with the obligations stipulated under the Agreement without any restriction, with the exception of limitations specified in the Agreement herein, that they have signed the Farsi and English texts of the present Settlement Agreement in confirmation of the foregoing, and that both texts are equally valid.

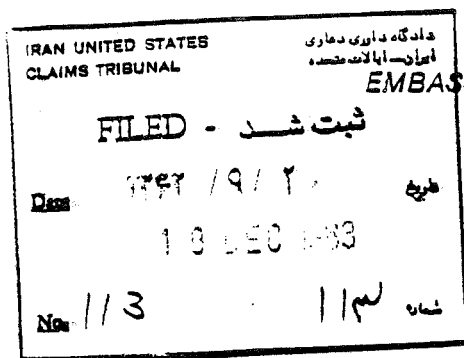
For All Respondents:

For Claimant:

By:  Date: Oct. , 1983  
Seyed Mehdi Jokar  
Managing Director of  
Iran Glasswool Company

By:  Oct. 14, 1983  
Stephen M. Truitt  
Mark N. Bravin  
Wald, Harkrader & Ross  
Representatives of Owens-  
Corning Fiberglas.  
Corporation

By: \_\_\_\_\_ Date: Oct. , 1983  
M. K. Eshragh  
Agent of the Islamic  
Republic of Iran to the  
Iran-United States Tribunal



EMBASSY OF THE ISLAMIC REPUBLIC OF IRAN

Agent Bureau  
The Hague

IN THE NAME OF GOD

No. 7806

Date. 19 Dec 83

Encl. 729, 21

Mr. Ahmad Foroughi, Co-Registrar

Mr. D.J. Gulliford, Co-Registrar  
Iran-U.S. Claims Tribunal.

Dear Co-Registrars,

With reference to letter dated  
25.9.1362 (Dec. 16, 1983) of  
the Tribunal Registry concerning:

- absence of the original signature at the foot of the settlement agreement of Claim 113.
- and the signature at the foot thereof being unknown

I should like to inform you that:

The Original copy, hand-signed by the representative of Pashme Shisheh Hamadan, is despatched herewith to you.

Regarding the signature also I should like to state that Mr. Fakhari, the representative of Pashme Shisheh Hamadan has inadvertently put his signature at the place meant for the signature of the Agent of the Government of the Islamic Republic of Iran. Therefore I shall personally visit the Tribunal Registry and sign at the bottom of the said Agreement. Thanking you for your favour.

Yours sincerely,

Mohammad K. Eshragh,  
Agent of the Islamic Republic  
of Iran at the Iran-U.S.  
Claims Tribunal

آقای احمد فروغی

آقای گالیفر

رؤسای مشترک دفتر  
دیوان داوریدعای ایران - ایالات متحده

عطف به نامه مورخ ۶۲/۹/۲۵ دفتر هیأت  
داوری دعای ایران - ایالات متحده مراجع  
به:

- عدم امضای اصلی ذیل قرارداد ادخل وفصل  
دعوی ۱۱۳

- و نامعلوم بودن امضای ذیل آن.

با اطلاع میرساند:

نسخه اصلی که با امضای دستی نماینده شرکت  
پشم شیشه همدان رسیده است بضمیمه ایفاد  
میگردد.

راجع به امضای انجام شده نیز آقای فخاری  
نماینده شرکت پشم شیشه همدان اشتباهاً  
بجای نماینده دولت امضاء نموده و بهمین  
دلیل اینجانب شخصاً "بدفتر هیأت" مراجع  
و ذیل قرارداد را امضاء خواهم نمود.

از توجهی که مبذول داشته اید تشکر بعمل  
میآید.

با احترام

محمد کریم اشراق

نماینده دولت جمهوری اسلامی ایران در  
دیوان داوریدعای ایران - ایالات متحده