

ORIGINAL DOCUMENTS IN SAFE

30

Case No. 11657

Date of filing: 12 oct 88

**** AWARD**

- Type of Award on Agreed terms

- Date of Award 12 oct 88

2 pages in English

2 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

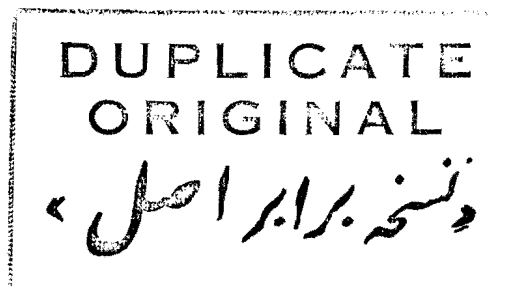
IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه داورى دعاوى ایران - ایالات متحدہ
ثبت شد - FILED	
Date	12 OCT 1988
۱۳۶۷ / ۷ / ۲۰	

CASE NO. 11657

CHAMBER TWO

AWARD NO. 398-11657-2

EMORY B. WASHINGTON,
a claim of less than U.S.\$250,000
presented by
The United States of America,
Claimant,
and



THE ISLAMIC REPUBLIC OF IRAN,
PERSIAN GULF SHIPBUILDING
CORPORATION,

Respondents.

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 EMORY B. WASHINGTON ("the Claimant") against THE ISLAMIC REPUBLIC OF IRAN, and, in particular, against the PERSIAN GULF SHIPBUILDING CORPORATION ("the Respondents") seeking recovery of payment, plus interest, for the alleged loss of salary and expenses resulting from premature termination of an employment contract with the Persian Gulf Shipbuilding Corporation.

2. Pursuant to Article 34, paragraph 1 of the Tribunal Rules, a Joint Request was filed on 14 September 1988, signed by the Agent of the Government of the United States of America and by the Agent of the Government of the Islamic Republic of Iran. The Joint Request ratifies a Settlement Agreement signed by the Parties in this Case and requests that the Tribunal render an Award on Agreed Terms recording and giving effect to the Settlement Agreement. The Settlement Agreement provides for certain reciprocal obligations of the Parties thereto.

3. Article One of the Settlement Agreement provides for the payment by the Persian Gulf Shipbuilding Corporation to the Claimant of six thousand one hundred eighty eight United States dollars (U.S.\$6,188.00).

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

5. In view of the fact that the provisions of the Settlement Agreement fulfill 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.

6. For the foregoing reasons,

THE TRIBUNAL AWARDS AS FOLLOWS:

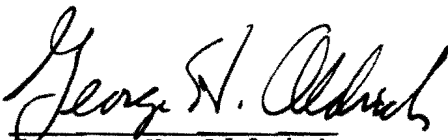
- (a) The Settlement Agreement filed with the Joint Request is hereby recorded as an Award on Agreed Terms, binding on the Parties in full and final settlement of the entire Case.
- (b) The Respondent PERSIAN GULF SHIPBUILDING CORPORATION shall pay the Claimant EMORY B. WASHINGTON the amount of six thousand one hundred eighty eight United States dollars (U.S.\$6,188.00), 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
12 October 1988

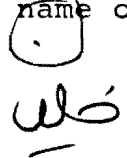


Robert Briner
Chairman

In the name of God,



George H. Aldrich



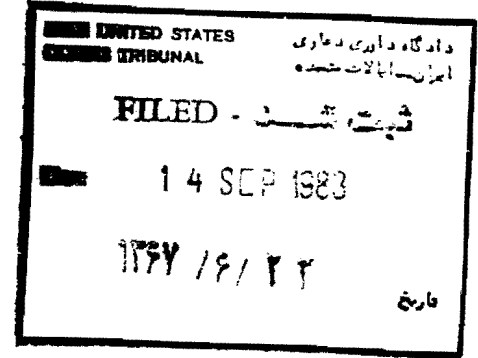
Seyed K. Khalilian
See Separate Opinion
in Award No. 346-
10973-2 (29 January
1988)

29

IN THE NAME OF GOD

Before the
Iran-U.S. Claims Tribunal

The Hague
The Netherlands



The Government of the United States
of America on behalf and for the bene-
fit of Emory B. Washington, a United
States national,

Claimant,

-and-

Islamic Republic of Iran

Respondent

Case No. 11657

Chamber Two

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 Emory B. Washington and The Persian Gulf Shipbuilding Corp., a copy of which is attached hereto.

Emory B. Washington and The Persian Gulf Shipbuilding Corp. have entered into a Settlement Agreement which provides that Emory B. Washington shall be paid the amount of US \$ 6,188.00 (six thousand one hundred eighty eight 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 Emory B. Washington out of the Security Account.

Respectfully submitted,

Ali H. Nobari
Deputy Agent of the Government
of the Islamic Republic of Iran to
the Iran-U.S. Claims Tribunal

Michael F. Raboin
Deputy Agent of the Government
of the United States of America
to the Iran-U.S. Claims Tribunal

IN THE NAME OF GOD

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه داری دعاوی ایران - ایالات متحده
ثبت شد - FILED	
Date	14 SEP 1388
	تاریخ ۱۳۸۸ / ۹ / ۲۲

SETTLEMENT AGREEMENT

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

WHEREAS, Emory B. Washington and the Persian Gulf Shipbuilding Corp. wish to settle all claims and disputes which are outstanding or capable of arising in connection with Case No.11657 and its subject matter;

Therefore Emory B. Washington and the Persian Gulf Shipbuilding Corp. agree as follows:

ARTICLE ONE

In consideration of full and final settlement of 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 matter of the Case No.11657 against The Persian Gulf Shipbuilding Corp. its agents, affiliates and subsidiary companies and/or against the Islamic Republic of Iran, its political subdivisions, Iranian entities, agencies, organizations, institutions and instrumentalities (Iran) Emory B. Washington will be paid the sum of US\$6,188 (Six thousand one hundred eighty eight United States dollars and no cent).

ARTICLE TWO

(1) Emory B. Washington and the Persian Gulf Shipbuilding Corp. for themselves and for their successors, transferees, and assigns by this Agreement release and forever discharge each other and the successors, transferees, and assigns of each other and Iran from any and all claims, rights, interests and liability that they ever had, now have and/or in the future may have against each other in connection with

Case No.11657.

(2) Emory B. Washington declares that he has no pending claim in any forum against The Persian Gulf Shipbuilding Corp. or Iran and undertakes to withdraw such claims forthwith, if any.

ARTICLE THREE

This Settlement Agreement is for the sole purpose of settling Case No. 11657. Nothing in this Settlement Agreement shall be relied upon or construed as relevant to or affect in any way any arguments The Persian Gulf Shipbuilding Corp. 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.

ARTICLE FOUR

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

Persian Gulf Shipbuilding Corp.

Emory B. Washington

By:

Date:


Aug. 14th 88

By:

Date: JUNE 28, 1988

