

CLAIMS TRIBUNAL

دیوان داری دعاوی ایران - ایالات متحدہ

21 & 22

ORIGINAL DOCUMENTS IN SAFE

Case No. 11887

Date of filing: 15 Dec 87

\*\* AWARD - Type of Award on Agreed terms  
- Date of Award 15 Dec 87  
3 pages in English 3 pages in Farsi

\*\* DECISION - Date of Decision \_\_\_\_\_  
\_\_\_\_\_ pages in English \_\_\_\_\_ pages in Farsi

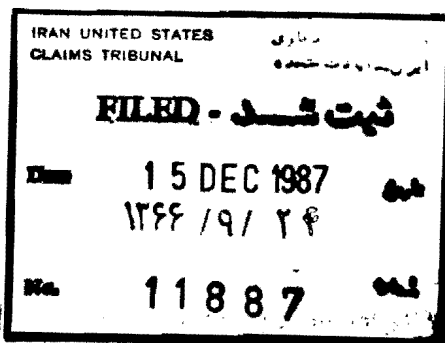
\*\* CONCURRING OPINION of \_\_\_\_\_  
- Date \_\_\_\_\_  
\_\_\_\_\_ pages in English \_\_\_\_\_ pages in Farsi

\*\* 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

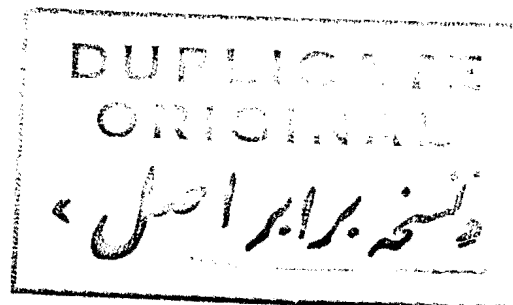
21



CASE NO. 11887

CHAMBER TWO

AWARD NO. 340-11887-2



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

Claimant,

and

THE ISLAMIC REPUBLIC OF IRAN,  
IRAN NATIONAL AIRLINES 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 INTERACTION RESEARCH CORPORATION ("the Claimant") against the ISLAMIC REPUBLIC OF IRAN and in particular, IRAN NATIONAL AIRLINES CORPORATION ("the Respondent") for alleged infringement of copyright.

2. Pursuant to Article 34(1) of the Tribunal Rules of Procedure, a Joint Request was filed on 20 November 1987, signed by the Agent of the Government of the Islamic Republic of Iran on the one hand and the Deputy-Agent of the Government of the United States of America on the other, requesting that the Tribunal issue an Award on Agreed Terms recording and giving effect to the Settlement Agreement in this Case, dated 10 August 1987, which provides for certain reciprocal obligations of the Parties including the settlement of a claim not before this Tribunal. The Settlement Agreement provides, inter alia, for the payment by the Respondent to the Claimant of thirty five thousand United States dollars (U.S.\$35,000) with seven thousand five hundred United States dollars (U.S.\$7,500) to be paid out of the Security Account and the balance of twenty seven thousand five hundred United States dollars (U.S.\$27,500) to be paid directly from the Respondent.

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

4. Insofar as the Settlement Agreement relates to this Case, the Tribunal is satisfied that it has jurisdiction in this matter within the terms of the Claims Settlement Declaration and accepts the Settlement Agreement in accordance with Article 34 of the Tribunal Rules of Procedure. In so doing the Tribunal does not purport to rule on the issue as to whether an infringement of copyright continuing after the date of the Claims Settlement Declaration but arising from acts of infringement occurring before such date constitutes an outstanding claim under the Claims Settlement Declaration.

5. For the foregoing reasons,

THE TRIBUNAL AWARDS AS FOLLOWS:

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

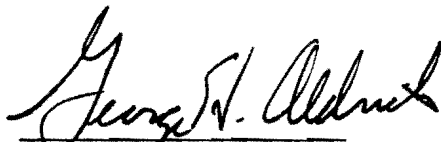
(b) Consequently, the Respondent, IRAN NATIONAL AIR-LINES CORPORATION shall pay INTERACTION RESEARCH CORPORATION the sum of seven thousand five hundred United States dollars (U.S.\$7,500), which obligation shall be satisfied by payment out of the Security Account established pursuant to Paragraph 7 of the Declaration of the Government of the Democratic and Popular Republic of Algeria of 19 January 1981.

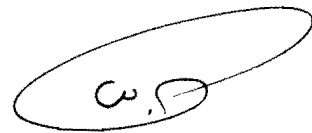
This Award is hereby submitted to the President of the Tribunal for the purpose of notification to the Escrow Agent.

Dated, The Hague  
15 December 1987

  
\_\_\_\_\_  
Robert Briner  
Chairman

In the name of God,

  
\_\_\_\_\_  
George H. Aldrich

  
\_\_\_\_\_  
Hamid Bahrami-Ahmadi

CLERK'S COPY  
Chamber Two

20

IN THE NAME OF GOD

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

|                                       |                               |                                        |
|---------------------------------------|-------------------------------|----------------------------------------|
| IRAN UNITED STATES<br>CLAIMS TRIBUNAL |                               | دادگاه داری داری<br>ایران-ایالات متحده |
| ثبت شده                               |                               |                                        |
| Date                                  | 20 NOV 1987<br>۱۳۶۶ / ۱۱ / ۲۹ | تاریخ                                  |
| No.                                   | 11887                         | شماره                                  |

Case No. 11887

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 and Arbitral Award on Agreed Terms that will record and give effect to the Settlement Agreement reached by the IRC and Iran Air, a copy of which is attached hereto.

Iran Air and the IRC have entered into a Settlement Agreement providing that the IRC shall be paid the amount of \$35,000 (Thirty five thousand United States Dollars only) in complete and final settlement of all claims and counter-claims 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.

Respectfully submitted,

بسمه تعالی

Michael F. Reboin

IN THE NAME OF GOD  
  
SETTLEMENT AGREEMENT

|                                       |                                              |
|---------------------------------------|----------------------------------------------|
| IRAN UNITED STATES<br>CLAIMS TRIBUNAL | دادگاه دادرسی دادرسی<br>ایران - ایالات متحده |
| شماره ثبت - FILED                     |                                              |
| Date                                  | 20 JUL 1987 تاریخ<br>۱۳۶۶ / ۸ / ۲۹           |
| No.                                   | 11887 شماره                                  |

This Settlement Agreement (the "Agreement") made this *10th of August 1987* by and between Iran Air and the IRC, a United States National (hereinafter called "IRC").

WHEREAS, the Government of the United States of America has presented a Statement of Claim numbered 11887 (hereinafter called the "Claim") on behalf and for the benefit of the IRC against the Islamic Republic of Iran, for certain claims against Iran Air as more specifically mentioned in Claim No. 11887 submitted to the Iran-U.S. Claims Tribunal (hereinafter called the "Tribunal"); and considering the fact that IRC has processed a claim in this respect by Nabarro Nathanson, the London legal firm;

WHEREAS, IRC 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, IRC 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 Tribunal 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, and the claim served by Nabarro Nathanson, the London legal firm, IRC shall be paid the sum of thirty five thousand U.S.Dollars(\$35,000)

Iran Air agrees not to use, after 1.1.88 any safety cards using the art which is contended (in the complaint filed with the Iran-United States Claims Tribunal, Claim Number 11887, and Interaction's claims being served by the legal firm of Nabarro Nathanson, in London) to be artwork developed and copyrighted by Interaction Research, unless those safety cards are sold to Iran Air by Interaction Research.

IRC agrees to Iran Air using the following Iran Air safety information cards until January 1, 1988; B-747-100; B-747-200; B-747SP; and Airbus.

Both the claim being served by Nabarro Nathanson, The London legal firm, as well as the claim before the Tribunal, will be dismissed when Iran Air compensates Interaction Research Corporation for damages arising out of the copyright infringement, with the sum of \$35,000.

This agreement refers only to the following Iran Air Safety Information Cards; B-747-100; B-747-200, B-747SP and the Airbus. IRC has viewed the Iran Air B-707, B-727 and B-737 Safety Information Cards (Copies are attached) and stipulates that none of the artwork on these cards infringes IRC's copyrights.

### Article Three

Upon issuance by the Tribunal of the Award on Agreed

Terms, IRC 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 England 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, IRC 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, affiliate, 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 ) IRC 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 IRC, 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 IRC 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 IRC 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, IRC 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 *30 November 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. 11887 and the claim served by Nabarro Nathanson, London legal firm. 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. 11887. 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 and the claim served by Nabarro Nathanson, London law firm or any other forum except that the Parties may use this Agreement for the purpose implementing its terms.

( 3 ) With due regards to the time limit of this Tribunal's Jurisdiction on claims being extended beyond 1981, Iran Air agrees to have US\$7,500 (seven thousand five hundred U.S.Dollars) to be paid out of Security Account and the balance of US\$27,500 (twenty seven thousand five hundred U.S.Dollars) shall be paid directly from Iran Air's own account.

#### Article Ten

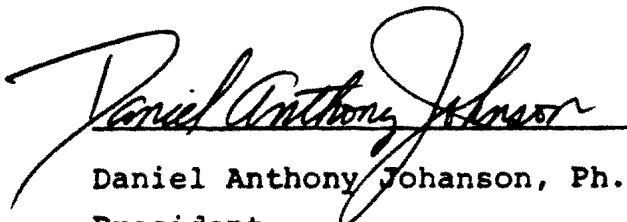
For the purpose of construction and interpretation of this Agreement the entire Agreement shall be read and construed as a whole without giving any specific effect to any article separatly.

#### 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.

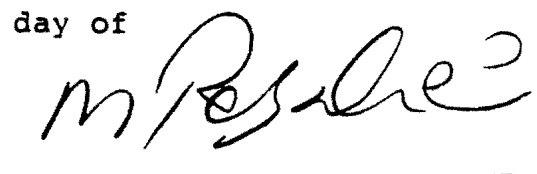
Executed at the Hague, this

day of



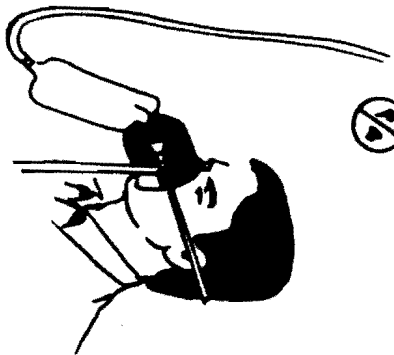
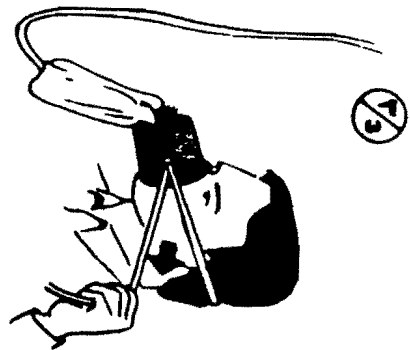
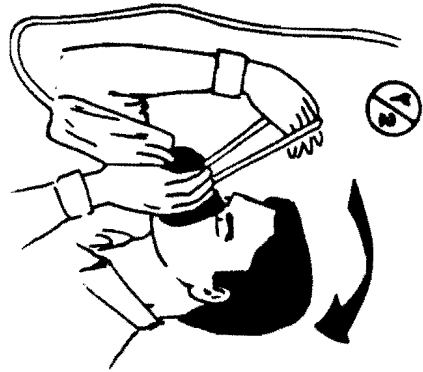
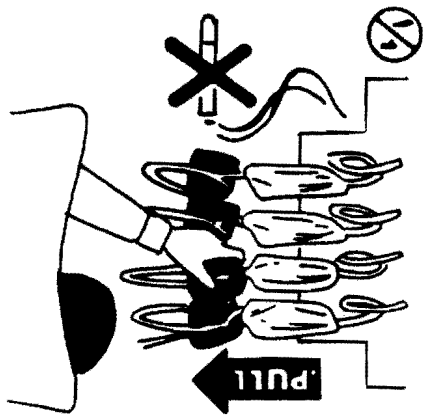
Daniel Anthony Johanson, Ph.D.  
President

Interaction Research Corporation  
Olympia, Washington



Iran Air  
M.R. Askari  
Director Foreign Legal  
Affairs

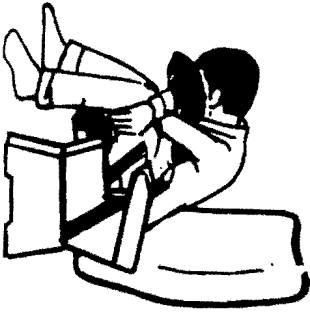
## OXYGEN MASK



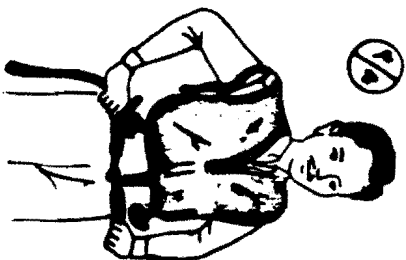
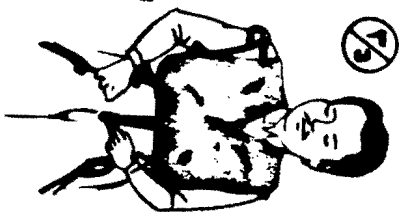
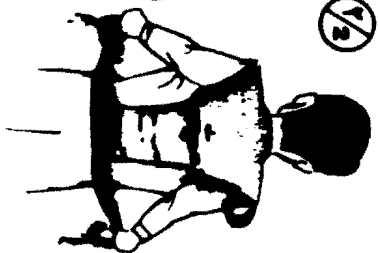
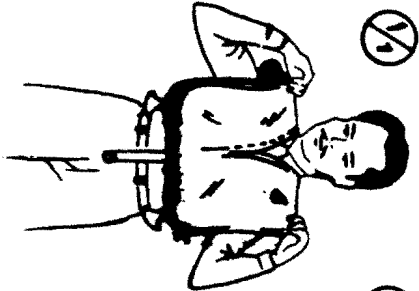
ماسك اكسيجن

## حالت بنیدن در فرود اضطراری

BRACING POSITION FOR  
EMERGENCY LANDING

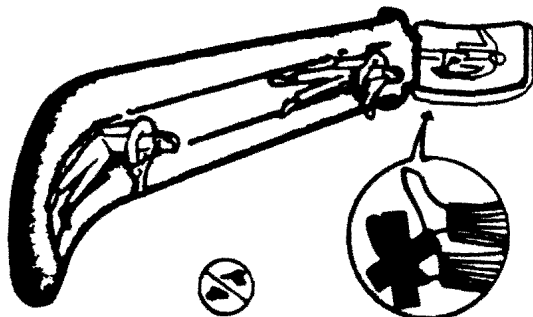
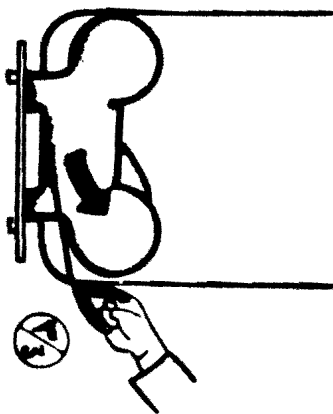
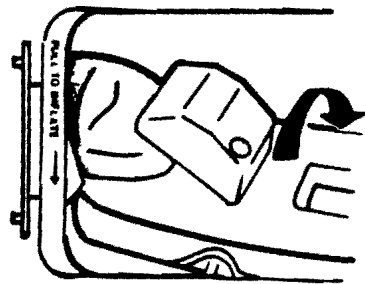
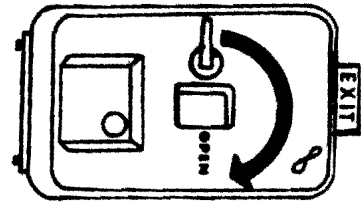


## LIFE JACKET



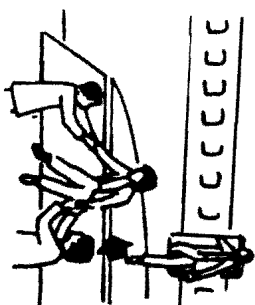
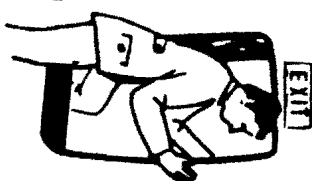
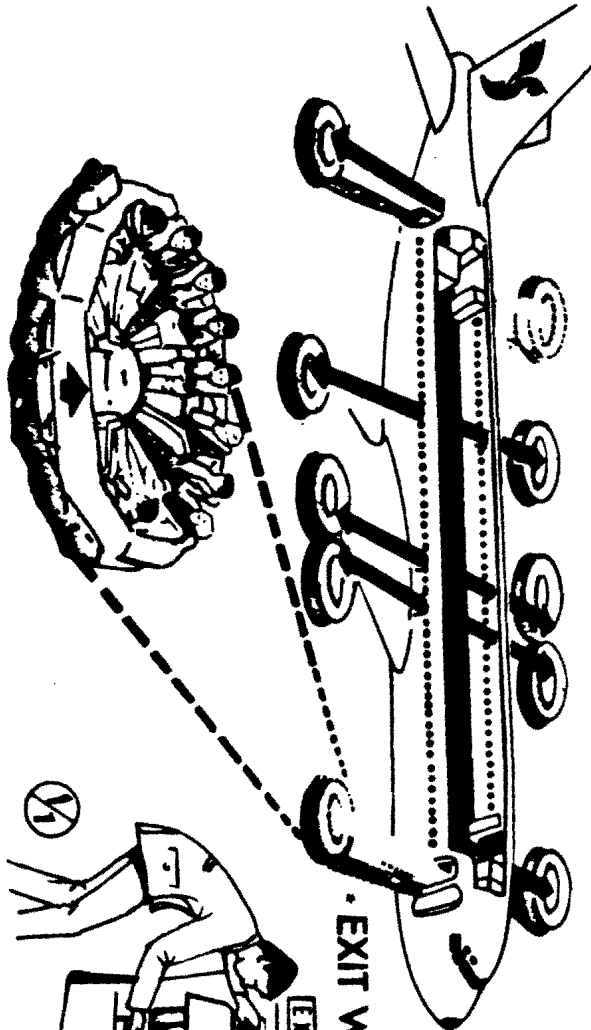
ژاکت نجات

### • EXIT DOOR



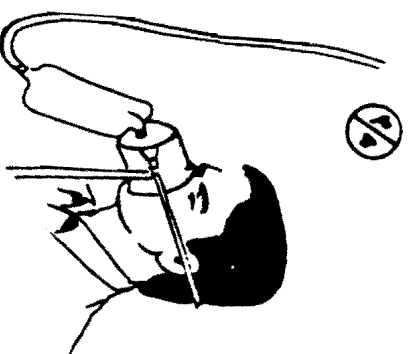
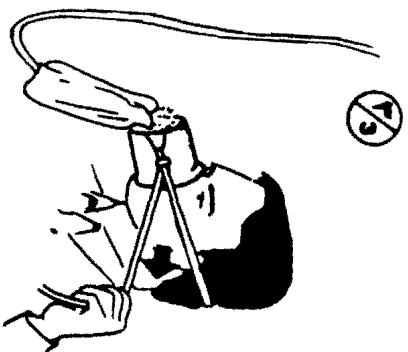
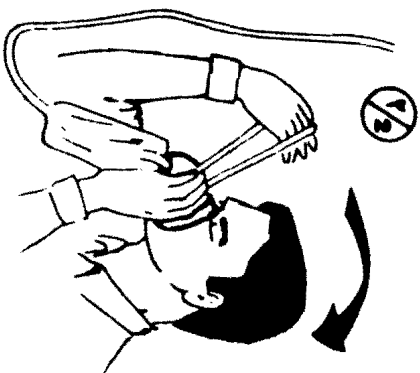
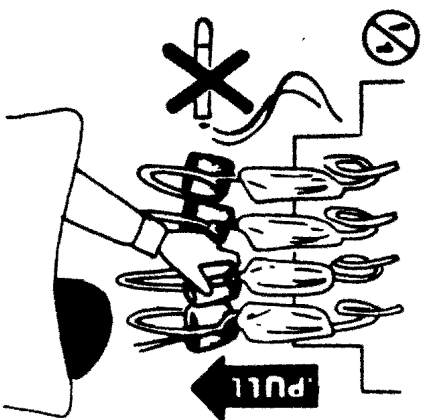
• درب خروج در مواقع اضطراری

### • EXIT WINDOW



• پنجره خروجی در مواقع اضطراری

## OX YGEN MASK



ماسك اكسيژن

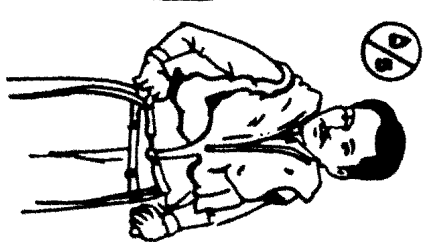
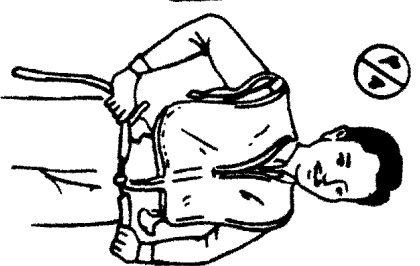
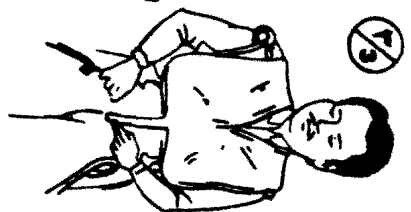
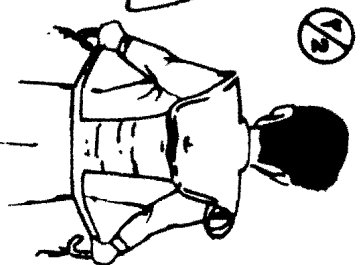
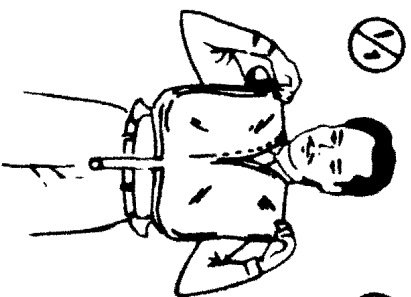
## حالت بنیدن در فرود

اضطراری

BRACING POSITION FOR  
EMERGENCY LANDING



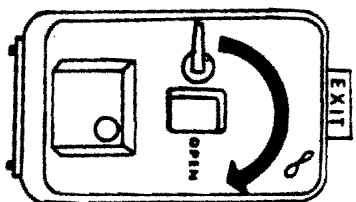
## LIFE JACKET



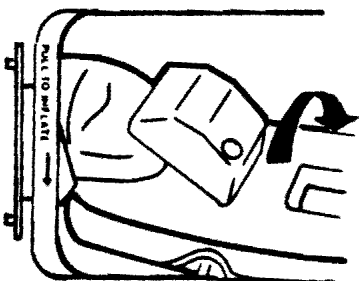
ژاکت نجات

# •EXIT DOOR

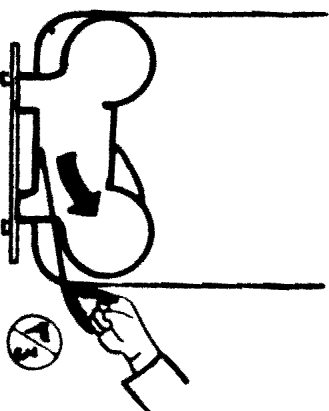
درب خروج در مواقع اضطراری



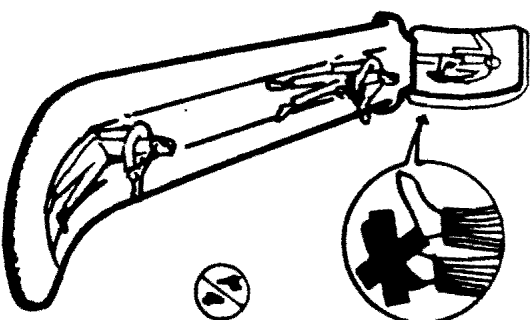
❌ 1



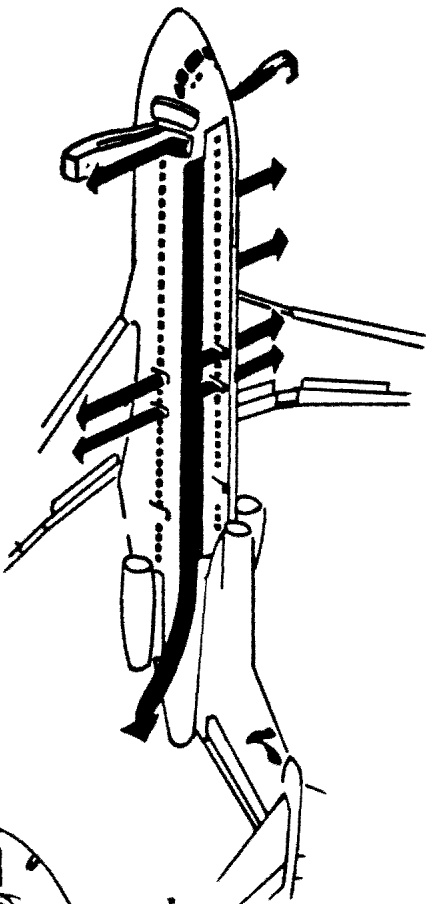
❌ 2



❌ 3



❌ 4

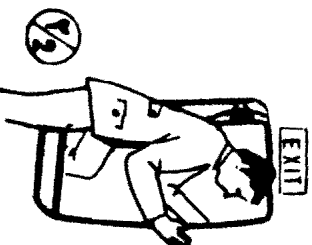


## •EXIT WINDOW

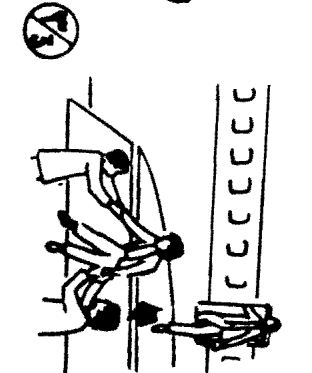
بجای خروجی در مواقع اضطراری



❌ 1



❌ 2

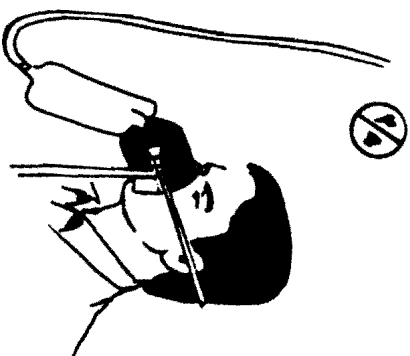
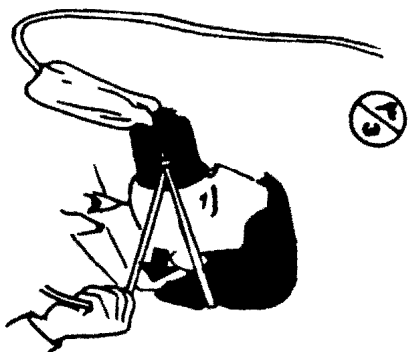
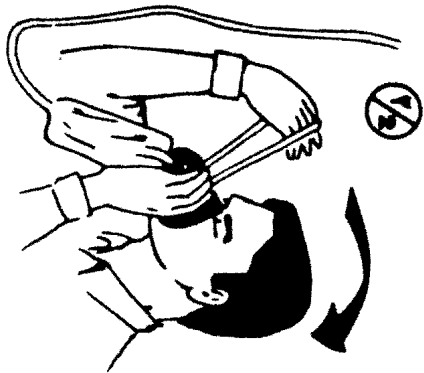
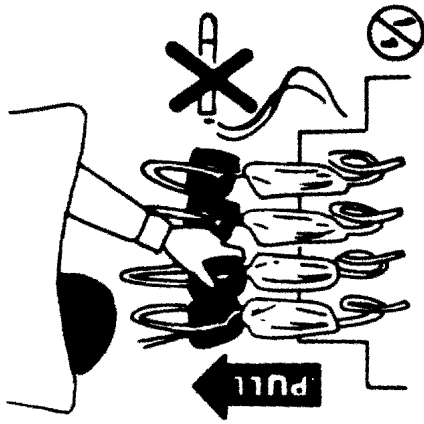


❌ 3

Please don't take this card away from Aircraft

خواهشمندست کارت را از هواپیما خارج نکرانید.

### OXYGEN MASK



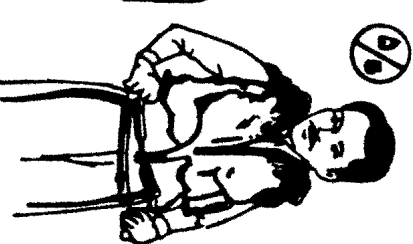
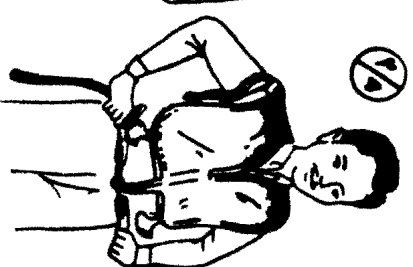
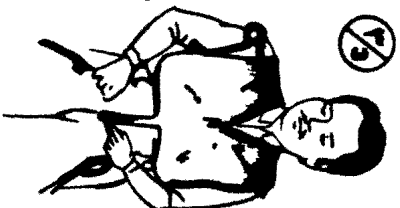
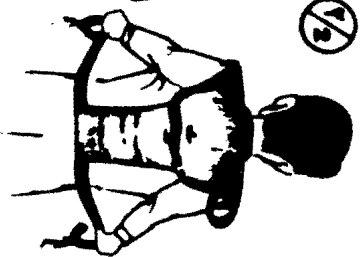
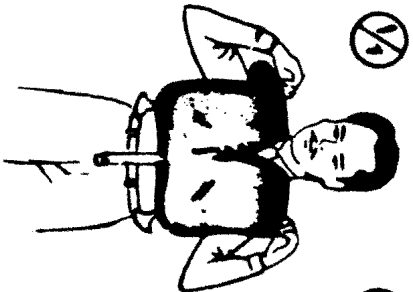
ماسك اكسيجن

### حالت بندين در فرود اضطراری

BRACING POSITION FOR  
EMERGENCY LANDING



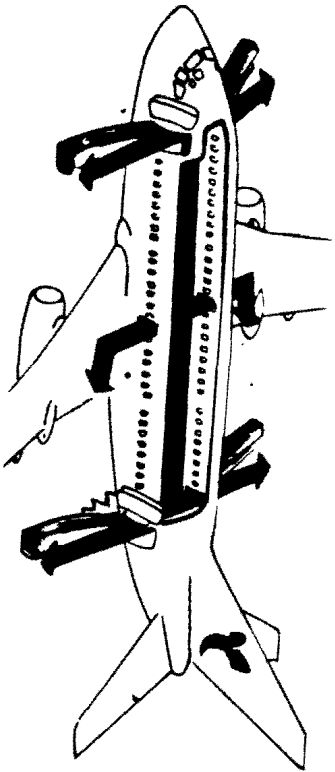
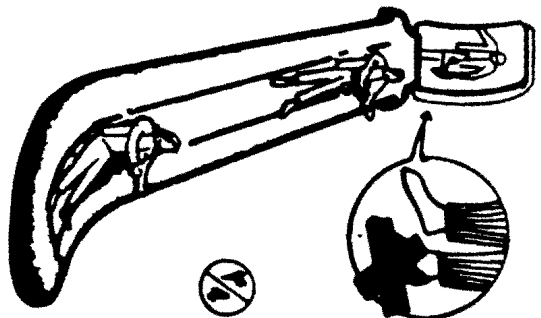
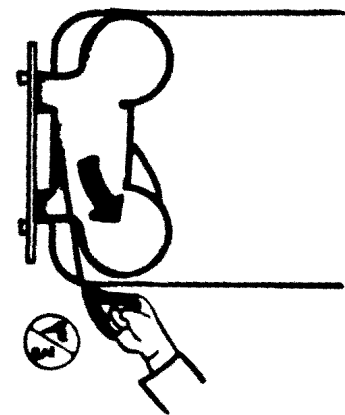
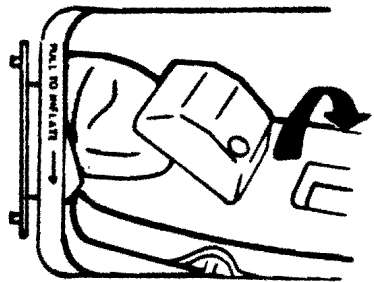
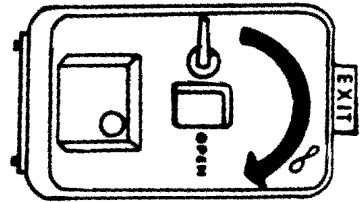
### LIFE JACKET



ثبات نجات

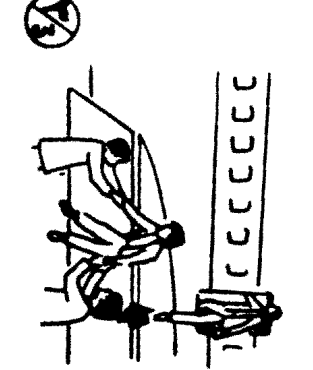
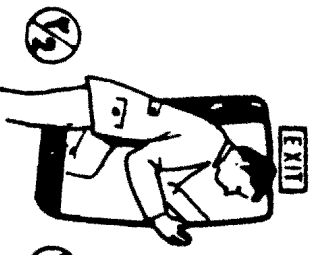
• EXIT DOOR

• درب خروج در مواقع اضطراری



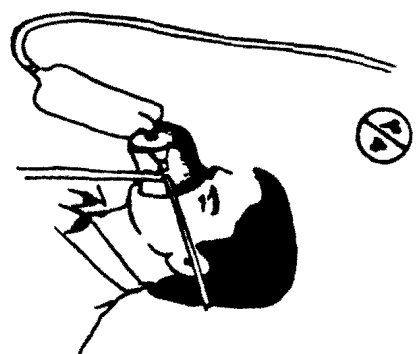
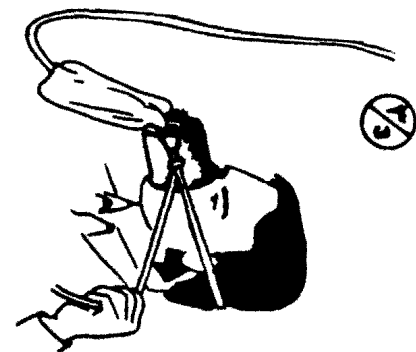
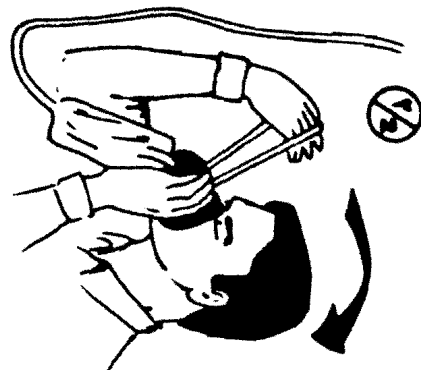
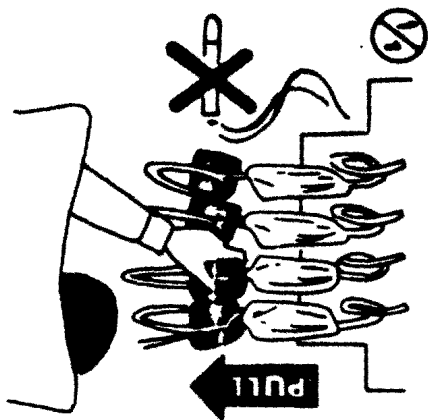
• EXIT WINDOW

• پنجره خروجی در مواقع اضطراری



Please don't take this card away from Aircraft

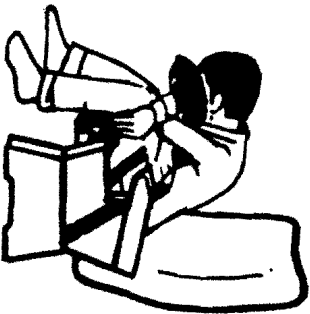
# OXYGEN MASK



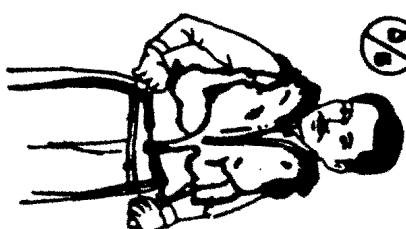
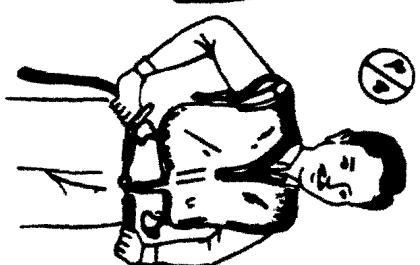
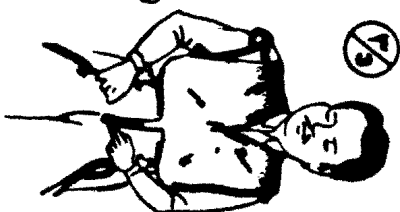
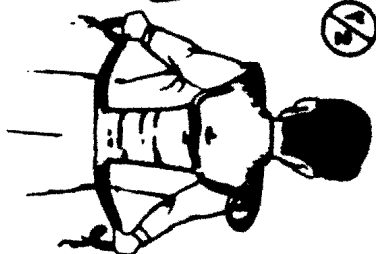
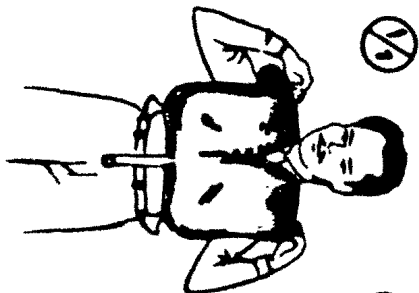
ماسک اکسیژن

## حالت بنین در فرود اضطراری

BRACING POSITION FOR  
EMERGENCY LANDING



## LIFE JACKET

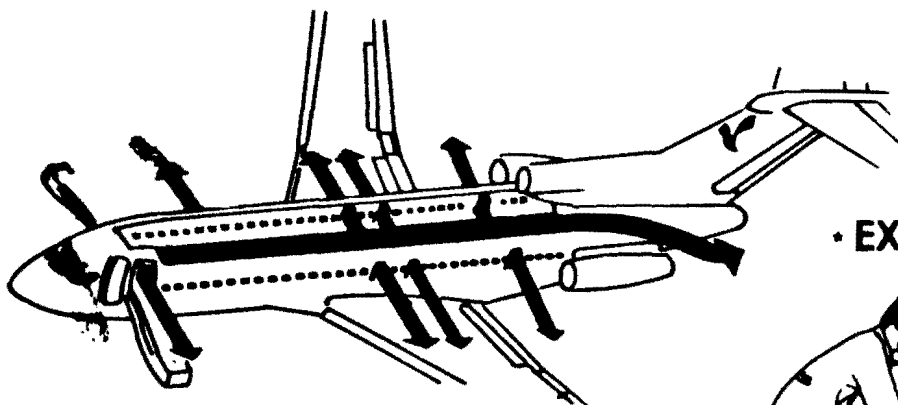
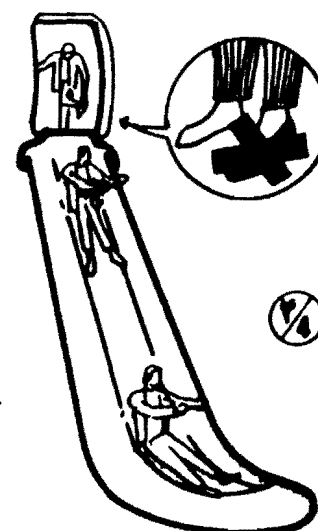
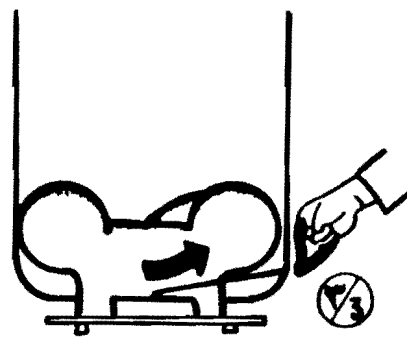
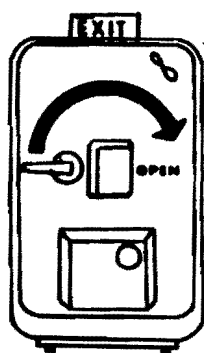


مات نجات

727-100

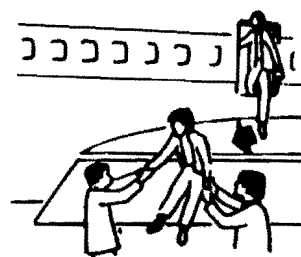
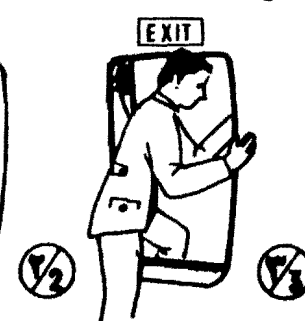
# • EXIT DOOR

# • درب خروج در مواقع اضطراری



# • EXIT WINDOW

# • پنجره خروجی در مواقع اضطراری



Please don't take this card away from Aircraft

خواهشمند است کارت را از هواپیما خارج نفرمائید.

