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۳۳۹-۱۲۶

CLAIMS TRIBUNAL

دیوان دآوری دعاوی ایران - ایالات متحدہ

ORIGINAL DOCUMENTS IN SAFE

Case No.

339

Date of filing:

126
16. NOV 89

** AWARD

- Type of Award

Correction To award on Agreed Terms

- Date of Award

16. NOV 89

2

pages in English

_____ pages in Farsi

** DECISION

- Date of Decision

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** CONCURRING OPINION of

- Date

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** SEPARATE OPINION of

- Date

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** DISSENTING OPINION of

- Date

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** OTHER; Nature of document:

- Date

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DUPLICATE
ORIGINAL

نسخه برابر اصل

دیوان داوری دعاوی ایران - ایالات متحدہ

CASE NO. 339

CHAMBER TWO

AWARD NO. 317-339-2

126

TURNER ENTERTAINMENT CO. (formerly
METRO GOLDWYN-MAYER FILM CO.),

Claimant,

and

THE GOVERNMENT OF THE ISLAMIC REPUBLIC
OF IRAN, IRAN NATIONAL RADIO AND
TELEVISION, NATIONAL IRANIAN TELEVISION,
Respondents.

IRAN UNITED STATES CLAIMS TRIBUNAL		ایران - ایالات متحدہ
ثبت شد - FILED		
Date	16 NOV 1987 ۱۳۶۶ / ۸ / ۲۵	تاریخ
No.	339	شماره

CORRECTION TO AWARD ON AGREED TERMS

1. On 6 October 1987, the Agent of the Government of the Islamic Republic of Iran ("the Agent"), timely filed with the Tribunal, in accordance with Article 36 of the Tribunal Rules of Procedure, a request to correct the Award on Agreed Terms, Award No. 317-339-2, filed on 14 September 1987.

2. With respect to the Agent's reference to paragraph 2 of the Award, the Tribunal notes a typographical error in line 4 of paragraph 2 (page 3) of the Award. There the phrase "and the Respondents" should be deleted. A copy of the corrected page is attached.

3. The Tribunal also takes note of the Agent's assertion that it was erroneous to include the Islamic Republic of Iran Broadcasting ("IRIB") as a payor in the dispositive of the Award. The Tribunal notes that the Settlement Agreement did not specify the payor but takes note of the

clarification provided by the Agent that the only payor in this Award should be the Islamic Republic of Iran.

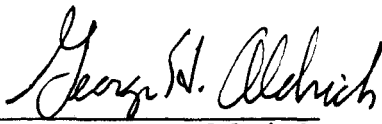
4. The Tribunal, pursuant to Article 36 of the Tribunal Rules of Procedure, accordingly replaces the word "Respondents" with the word "Respondent" in line 4, paragraph 5(a) (page 3) and deletes the words "and the Islamic Republic of Iran Broadcasting" in lines 5 and 6 of paragraph 5(a) (page 3). Similarly, the Tribunal replaces the word "Respondents" in line 17, paragraph 1 (page 2) with "Islamic Republic of Iran". Copies of the corrected pages are attached.

5. The Tribunal notes further the Agent's submission that the Award failed properly to incorporate from the Settlement Agreement specific matters relating to the withdrawal of the claims and counterclaims between the Claimant and IRIB and the disposition of certain tax liabilities.

6. The Settlement Agreement is recorded as a part of the Award in the dispositif (paragraph 5a) and is binding on the parties. Since the matters referred to by the Agent in paragraph 5 above are included in the Settlement Agreement, and since there is no language in the Award which extends or modifies the terms of the Settlement Agreement, the Tribunal determines that no further correction to the Award is warranted under Article 36 of the Tribunal Rules of Procedure.

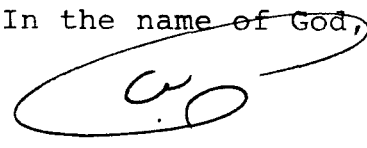
Dated, The Hague
16 November 1987



Robert Briner
Chairman

George H. Aldrich

In the name of God,



Hamid Bahrami-Ahmadi

1. TURNER ENTERTAINMENT CO., (successor by merger to Metro Goldwyn-Mayer Film Company, formerly Filmco Inc.) (hereinafter referred to as "Claimant") on its own behalf and on behalf of its subsidiaries (including but not limited to Metro Goldwyn-Mayer Iran), parent, affiliates, successors, predecessors and distributors (including but not limited to Cinema International Corporation), whether or not named in the Statement of Claim and other documents filed by the Claimant in Case No. 339 and THE ISLAMIC REPUBLIC OF IRAN and the ISLAMIC REPUBLIC OF IRAN BROADCASTING ("IRIB") (hereinafter collectively referred to as "Respondents") have entered into a Settlement Agreement dated 20 May 1987 and filed on 30 July 1987 ("the Settlement Agreement") resolving the matters in dispute between them. Under the terms of the Settlement Agreement, the Claimant and the Respondents have agreed, inter alia, that the Islamic Republic of Iran shall pay the Claimant the amount of U.S.\$170,000; that upon the issuance of the Award on Agreed Terms all titles, rights, benefits and interests of the Claimant in the properties claimed in this Case, including such properties that may be in possession of third persons in Iran, shall be deemed quitclaimed and transferred to Iran and that the Claimant and the Respondents shall thereupon release and discharge forever all claims and counterclaims as against one another that were raised or could have been raised in connection with Case No. 339. The Claimant and the Respondents have agreed further that the Claimant shall indemnify Iran, against any claim that may be raised by the Claimant, its parents, subsidiaries and affiliates in connection with and under the same causes of action contained in the Statement of Claim in this Case and covered by the Settlement Agreement.

2. On 30 July 1987 the Parties filed a Joint Request, signed by representatives of the Claimant on the one hand and by the Agent of the Islamic Republic of Iran on the other for an Arbitral Award on Agreed Terms to be rendered, recording and giving effect to the Settlement Agreement pursuant to Article 34(1) of the Tribunal Rules. Copies of the Joint Request and the Settlement Agreement are attached hereto.

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

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

5. 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. Consequently, the Respondent THE ISLAMIC REPUBLIC OF IRAN shall pay the Claimant TURNER ENTERTAINMENT CO. the amount of One Hundred Seventy Thousand United States Dollars (U.S.\$170,000), which obligation shall be satisfied by payment out of the Security