

359-88

CLAIMS TRIBUNAL

دوری دعوی ایران - ایالات متحد

ORIGINAL DOCUMENTS IN SAFE

Case No.

359

Date of filing:

13 AUG 85

**** AWARD**

- Type of Award

Agreed terms

- Date of Award

13 Aug 85

6 pages in English

pages in Farsi

**** DECISION**

- Date of Decision

pages in English

pages in Farsi

**** CONCURRING OPINION** of

- Date

pages in English

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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

pages in English

pages in Farsi

Case No. 359

Chamber Three

AWARD 185 -359-3



GENERAL ELECTRIC COMPANY
on behalf of its
SPACE DIVISION,
Claimant,

and

THE ISLAMIC REPUBLIC OF IRAN,
PLAN AND BUDGET MINISTRY,
and THE ISLAMIC REPUBLIC OF
IRAN BROADCASTING,

Respondents.

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه دآوری دعاوی ایران - ایالات متحدہ
ثبت شد - FILED	
Date	13 AUG 1985 تاریخ ۱۳۶۴ / ۵ / ۲۲
No.	359 شماره

AWARD ON AGREED TERMS

The Claimant, GENERAL ELECTRIC COMPANY on behalf of its SPACE DIVISION ("GE"), filed its Statement of Claim on 18 January 1981 against the Respondents, the ISLAMIC REPUBLIC OF IRAN, PLAN AND BUDGET MINISTRY, formerly Plan and Budget Organization ("PBM"), and the ISLAMIC REPUBLIC OF IRAN BROADCASTING, formerly National Iranian Radio and Television ("IRIB"). On 7 December 1982 PBM submitted a Statement of Defence and Counterclaim and IRIB submitted a Statement of Defence.

In Presidential Order No. 21 of 19 January 1984, Judge Holtzmann was appointed an acting member of Chamber Three for this Case, in lieu of Judge Brower, who had withdrawn with respect thereto.

A Pre-Hearing Conference in this Case was held on 19 April 1984.

On 24 July 1985 a Joint Request for an Arbitral Award on Agreed Terms ("Joint Request") was filed with the Tribunal. The Joint Request was signed by GE on the one hand, and the Agent of the GOVERNMENT OF THE ISLAMIC REPUBLIC OF IRAN and PBM on the other hand. Attached to the Joint Request was a Revised Memorandum of Understanding, dated 22 July 1985 and signed by GE and PBM ("MOU"), including Exhibits A, B and C thereto as well as powers of attorney to the representatives of the Parties and a copy of an Export License numbered 0878662. The Joint Request, the MOU and its said annexed documents are attached hereto.

The subject matter of the present Case and of the MOU is certain contracts for goods and services related to the "Iranian Remote Sensing Center," a satellite ground station in Iran. GE and PBM state that they are "prepared to settle

all of the issues between them" subject to the terms of the MOU. The MOU provides for certain reciprocal obligations between the Parties, according to which, inter alia, GE shall deliver certain "Existing Deliverables" to PBM, provide PBM with certain Spare Parts and specified Technical Assistance, in consideration for which an amount of US \$1,250,000 shall be paid out of the Security Account to be used for funding two irrevocable Letters of Credit in favor of GE on terms and conditions set forth in the MOU.

In its Paragraph 3, the MOU provides that "upon approval of the MOU by the Tribunal", the Escrow Agent be directed to "transfer the sum of US \$1,250,000 to the Federal Reserve Bank of New York for transmittal to a bank in London agreed by the parties". In view of the joint submission of Exhibits B and C attached to the MOU, the Tribunal concludes that the Parties have agreed that the bank in question be the National Westminster Bank PLC.

The Tribunal also notes that Paragraph 3 of the MOU provides that in certain specified events the National Westminster Bank shall return certain sums to N.V. Settlement Bank of the Netherlands. In any such event, the sums so returned shall be added to and become part of the Security Account from which such sums were withdrawn, and shall be subject to the same terms and conditions as all other funds in that Security Account.

The Tribunal further notes Paragraph 8 (a) of the MOU providing for a mutual release which

"specifically includes the claims and counterclaims before the Tribunal in Case 359 and the claims of Bank Markazi Iran against Federal Insurance Company (or vice versa) in Cases 780 and 821 relating to the issue of

certain bonds related to the Contracts, which Cases shall be withdrawn",

and 2 (b) of the MOU, which provides that

"[j]oint submission to the Tribunal shall conclusively demonstrate ratification hereof by the appropriate authorities of the Islamic Republic of Iran, with the result that the Government of the Islamic Republic of Iran and all its entities, specifically including Bank Markazi Iran and Islamic Republic of Iran Broadcasting, shall be bound by this MOU."

Further, the Tribunal notes that in Paragraph 5 of the Joint Request, the Parties have requested that

"the Tribunal's award not operate to terminate proceedings in this Case within the meaning of Article 32, paragraph 2, of the Tribunal's rules until the Tribunal has received the notification described in [Paragraph 8 (b) of the MOU]."

and that according to Paragraph 8 (b) and Exhibit B of the MOU, the National Westminster Bank PLC shall notify the Tribunal Co-Registrars of the withdrawal of funds by GE from the First Letter of Credit.

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

The Tribunal finds that an Award on Agreed Terms may be issued upon the submissions before it, in accordance with Article 34 of the Tribunal Rules.

For the foregoing reasons

THE TRIBUNAL AWARDS AS FOLLOWS:

The Revised Memorandum of Understanding dated 22 July 1985 (including Exhibits A, B and C) is hereby recorded as an Award on Agreed Terms, binding on the Parties. Consequently the Parties are bound to fulfill the obligations set forth therein.

In accordance with said Revised Memorandum of Understanding, payment of One Million Two Hundred Fifty Thousand United States Dollars (US \$1,250,000) shall be made out of the Security Account established pursuant to paragraph 7 of the Declaration of the Government of the Democratic and Popular Republic of Algeria dated 19th January 1981. This payment shall be made to the Federal Reserve Bank of New York for transmittal to the National Westminster Bank PLC, International Banking Division, Documentary Credits Department, Overseas Branch, National Westminster Tower, 25 Old Broad Street, London EC2N 1HQ, and this payment shall, on the terms and conditions set forth in said Revised Memorandum of Understanding, be used to support the issuance by the above-mentioned bank of two Letters of Credit in favor of GENERAL ELECTRIC COMPANY on behalf of its SPACE DIVISION.

Proceedings before the Tribunal with respect to this Case 359 shall be terminated and Cases No. 780 and 821 shall be withdrawn upon receipt by the Tribunal Co-Registrars of a Notification from National Westminster Bank PLC in accordance with Paragraph 8 (b) and Exhibit B of the Revised Memorandum of Understanding, until which time the Tribunal shall retain jurisdiction over this Case.

Paragraph 3 of the Revised Memorandum of Understanding provides that in certain specified events the National

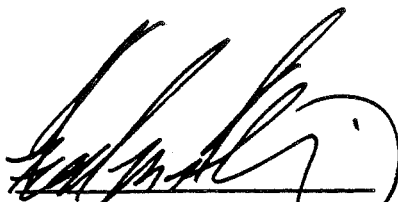
Westminster Bank PLC shall return certain sums to N.V. Settlement Bank of the Netherlands to be added to and become part of the Security Account from which such sums were withdrawn.

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

Dated, The Hague

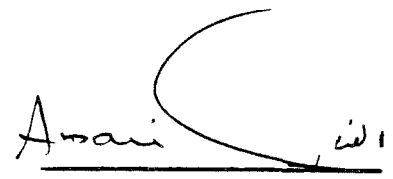
13 August 1985



Michel Virally
Chairman
Chamber Three

Howard M. Holtzmann

In the name of God



Parviz Ansari Moin

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه داورى دعاوى ایران-ایالات متحده
ثبت شد - FILED	
Date 24 JUL 1985	تاریخ
1364 / 5 / 2	
No. 359	شماره

IN THE NAME OF GOD

IN THE IRAN-UNITED STATES CLAIMS TRIBUNAL
THE HAGUE, THE NETHERLANDS

GENERAL ELECTRIC COMPANY
on behalf of its
SPACE DIVISION,

Claimant,

v.

Claim No. 359

Chamber Three

THE ISLAMIC REPUBLIC OF IRAN
and
PLAN AND BUDGET MINISTRY

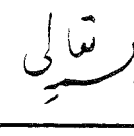
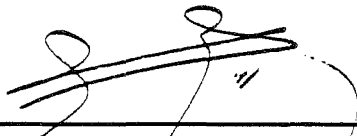
Respondents

JOINT REQUEST FOR AN ARBITRAL
AWARD ON AGREED TERMS

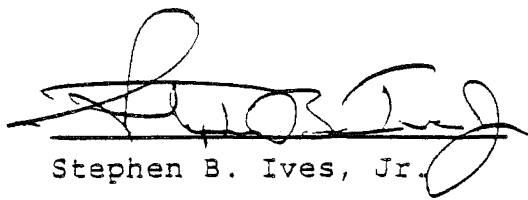
1. In its Statement of Claim in this case, filed January 18, 1982, Claimant General Electric Company ("General Electric") on behalf of its Space Division, sought compensation from the Respondents.
2. In its Statement of Counterclaim, Respondent Plan and Budget Organization, now Plan and Budget Ministry ("PBM"), sought compensation from Claimant, including compensation for certain undelivered goods and unperformed services.
3. As a result of negotiations between the parties, General Electric and PBM have entered into a Revised Memorandum of Understanding, dated July 22, 1985, a copy of which (with its exhibits) is annexed hereto, settling this Claim.

4. In accordance with Article 34, paragraph 1, of the Tribunal's Rules, General Electric and PBM jointly request that the Tribunal issue an award on agreed terms that will record and give effect to the settlement embodied in the Memorandum of Understanding.

5. General Electric and PBM further jointly request that, as provided in Paragraph 8 (b) of the Memorandum of Understanding, the Tribunal's award not operate to terminate proceedings in this Case within the meaning of Article 32, paragraph 2, of the Tribunal's rules until the Tribunal has received the notification described in such paragraph.



Mohammed K. Eshragh
Agent of the Government of the
Islamic Republic of Iran to the
Iran-U.S. Claims Tribunal



Stephen B. Ives, Jr.
For the Claimant General Electric
Company

Ali Kolahdooz Esfahani
Ismail Bakhshi Dezfuli
For the Respondent
Plan and Budget Ministry
(formerly Plan and Budget
Organization)

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه دعوای ایران - ایالات متحده
ثبت شد - FILED	
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1364 / 5 / 2	
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IN THE NAME OF GOD

This revised Memorandum of Understanding ("MOU") was signed between Plan and Budget Ministry ("PBM"), formerly Plan and Budget Organization ("PBO"), an agency of the Government of the Islamic Republic of Iran, Baharestan Square, Tehran, and General Electric Company ("GE"), Valley Forge Space Center, P.O. Box 8555, Philadelphia, Pennsylvania 19101, U.S.A.

RECITALS

A. On various dates in 1976 and 1977, GE, and PBO entered into three separate but related contracts for goods (including computer hardware and software) and services (installation operation and training) for Phases I, II and III-IV-V respectively of the Iranian Remote Sensing Center (the "Contracts") for the equipment of the Center to receive and process data from earth resources and meteorological satellites.

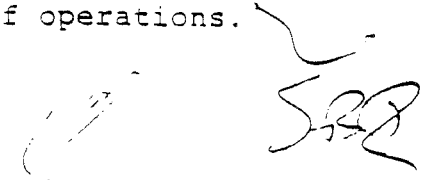
B. Under the terms of the Contracts, GE agreed to supply to the Center and install various items of equipment, including ~~both hardware and computer software~~, and ~~to operate, maintain and provide training for each Phase for one year after its Provisional Acceptance~~. During all of such time GE would continue to adjust and modify the equipment, including the software. At the end of the one-year period and after successful completion of GE's tasks, Final Acceptance would occur.

JBR

C. Each contract provided the GE would correct at its expense all malfunctions in the equipment and software that occur before Provisional Acceptance, would repair or replace any parts that proved defective in the ensuing twelve months, would supply the spare parts required for two years of operation after Provisional Acceptance, would provide a recommended list of spares for "the third and subsequent years of operation", and would accept orders for spare parts for ten years.

D. GE terminated the Contracts on or about January 26, 1979, but PBM has not accepted such termination. By that date, most of the equipment and some of the software had been shipped to Iran and Phase I had been installed, and all GE personnel had left Iran. GE claims, but PBM disputes, that Phase I has been provisionally accepted.

E. Following the departure of GE's employees from Iran, on various occasions, PBO requested GE to return and complete the installation and operation of the various systems of the Center. Since GE did not comply with these requests, PBM in observing its own interests has decided to undertake the tasks related to installation, operation, maintenance and training for the above-mentioned equipment and software, with such GE technical assistance, consultation and training as provided in this MOU. In reaching this goal, PBM anticipates that the time required to verify the condition of the GE-supplied equipment and software, to adjust the same, to correct any deficiencies, including those caused by degradation during the long lapse of time since their production or manufacture, and to bring all phases of the Center to the level of operability anticipated to have been reached under the Contracts at the time of Provisional Acceptance, will total approximately three years, after which time GE would have had the obligation to supply spare parts for two years of operations.



F. GE and PBM are prepared to settle all of the issues between them, subject to the approval of the Iran-United States Claims Tribunal (the "Tribunal") and subject, further, to the terms of this MOU, such settlements to include the claims and counterclaims now pending before the Tribunal in Claim No. 359 and all claims which either party has brought or might have brought directly or indirectly with respect to the Contracts or any documents provided for in the Contracts, including any bonds, guarantees or Letters of Credit of any type.

G. This revised MOU replaces the MOU of December 7, 1984 between GE and PBO.

Therefore GE and PBM agree as follows:

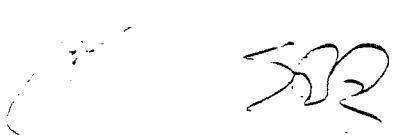
1. Export Licenses

After both parties have signed this MOU, but before its submittal to the Tribunal, GE will seek the necessary ~~U.S. Government~~ clearances for the export to PBM of those ~~items of software and hardware listed in Exhibit A ("Existing Deliverables") and the transfer of technical data in connection with the operation of the Center.~~ All such clearances obtained shall be referred to as the "Export Licenses". When the Export Licenses shall have been issued, GE will notify PBM by telex.

PBM will cooperate with GE's efforts to obtain the Export Licenses in all reasonable ways.

2. Submission of MOU to Tribunal

(a) After ratification of this MOU by the competent authorities of the Islamic Republic of Iran and within two weeks of the date of GE's telex notifying PBM that the Export Licenses have been issued, the parties shall jointly submit this MOU to the Tribunal for its ratification and approval.



(b) Joint submission to the Tribunal shall conclusively demonstrate ratification hereof by the appropriate authorities of the Islamic Republic of Iran, with the result that the Government of the Islamic Republic of Iran and all its entities, specifically including Bank Markazi Iran and Islamic Republic of Iran Broadcasting, shall be bound by this MOU.

(c) The date of the Tribunal's ratification and approval of the MOU shall be the "Execution Date". If the Tribunal does not ratify and approve this MOU within thirty days after its submission, then it shall automatically terminate and no longer be effective, except for paragraph 8 (b) which shall survive termination. The parties may vary or extend such time by agreement in writing, such as by exchange of telexes; either party may advise the Tribunal of such agreement.

3. Letters of Credit and Payment

GE and PBM agree that upon approval of the MOU by the Tribunal, the President of the Tribunal shall immediately direct the ~~Central Bank of Algeria~~ as escrow agent to promptly transfer the sum of U.S. ~~250,000~~ to the Federal Reserve Bank of New York for transmittal to a bank in London agreed by the parties and approved by the Tribunal ~~(the "Bank")~~. The sum paid pursuant to the award of the Tribunal shall be used to support the ~~issuance by the Bank of two letters of credit in favor of GE~~, the first to cover payments made at the time of delivery of the Existing Deliverable ("First Letter of Credit"), and the second to cover ~~payments for spare parts as set out in Paragraph 7 ("Spare Letter of Credit")~~. The Letters of Credit shall be in the amounts and substantially in the forms of Exhibits B and C, with such reasonable changes in form not inconsistent with this MOU that GE may accept.

The First Letter of ~~Credit~~ shall be irrevocable and ~~shall have an expiry date three months after its issuance.~~

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The First Letter of Credit shall provide that GE may draw the full amount upon presentation of its sole certificate that it has shipped all Existing Deliverables (as shown on Exhibit A) to PBM under the terms of this MOU, accompanied by GE's commercial invoice in triplicate (referring to "goods valued per Memorandum of Understanding"), packing lists in triplicate, insurance policies or certificates, and a full set of at least three original bills of lading or waybills or carrier's receipts (or a combination thereof), issued either in negotiable form to shipper's order and endorsed in blank, or otherwise to PBM as consignee, and marked "freight prepaid" to Bazargan (land), Mehrabad (air) or Bandar Abbas (sea) in each case in Iran (or if GE certifies that it is unable for any reason set out in Paragraph 10 beyond its control to ship to Iran, a negotiable receipt issued by a warehouse in Europe, endorsed in blank or to PBM.)

~~The Spares Letter of Credit shall be irrevocable and shall have an expiry date five years after the Execution Date, shall permit partial shipments and shall provide that GE may draw upon it at sight upon presentation of~~ (i) its drafts, invoice, and bill of lading, waybill or carrier's receipt issued either in negotiable form to shipper's order and endorsed in blank or otherwise to PBM as consignee (or, if GE certifies that it is unable for any reason set out in Paragraph 10 beyond its control to ship to Iran, a negotiable receipt issued by a warehouse in Europe, endorsed in blank or to PBM; or (ii) its draft accompanied by a certificate of PBM authorizing GE to draw PBM's share of expenses under Paragraph 5 of this MOU.

~~GE shall pay all bank fees occasioned by the Letters of Credit and shall be entitled to all interest accrued on the funds deposited with the Bank.~~

Sums deposited with the Bank which are available at ~~the expiry of either Letter of Credit,~~ shall be returned by the Bank to Bank of Settlement N.V. Netherlands, to be added by it to the Security Account for the benefit of Iran subject to the terms of the Algerian Declaration.

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GE and PBM shall ensure that the Bank is instructed to make such return.

GE will promptly inform PBM, by telex, of the fact that it has received the two Letters of Credit in form consistent with this MOU. ~~If GE does not receive such two Letters of Credit within sixty days after the Execution Date (or within such additional period as may be agreed by GE and PBM in writing, such as by exchange of telexes), then this Agreement shall automatically terminate and no longer be effective, except for Paragraph 8 (B) which shall survive termination.~~ In such case the full amount of \$ 1,250,000 shall be returned to Bank of Settlement N.V. Netherlands to be added to the Security Account for the benefit of Iran subject to the terms of the Algerian Declaration.

4. Shipment of Existing Deliverables

(a) GE will, within 30 days after the date of GE's receipt of the Letters of Credit, ship to PBM all Existing Deliverables in GE's possession, as listed in Exhibit A. Such shipment to PBM will be to Bazargan (land) or Bandar Abbas (sea) as selected by PBM (or, in the absence of PBM's timely selection, by GE), or, if selected by GE, to Mehrabad (air), in each case Freight, Carriage and Insurance paid (per INCOTERMS, 1980) except that GE will ship by air all software referred to in Paragraph 4 (b), as well as all documentation for Phase II as shown in Exhibit A.

(b) GE shall bring to the meeting described in Paragraph 5 copies of all software on tapes, discs, disc packs and floppy discs included in Exhibit A so that such material may be reviewed by the participants in the meeting. Before their shipment to PBM, GE shall either make such copies from such software or shall retain for this purpose one copy of any such software listed in Exhibit A for which duplicates already exist. Such copies shall be the property of PBM; at the end of the meeting described in Paragraph 5, PBM may remove such copies as it desires, and GE shall retain the remainder for the purposes of Paragraph 6. All remaining copies shall be shipped to PBM, upon its request, with its last order for spare parts under Paragraph 7.

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(c) PBM recognizes that all Existing Deliverables in Exhibit A were obtained, produced or assembled by GE at least five years ago and that they will be shipped or otherwise delivered by GE on an "as is" basis without any warranty whatsoever, thus excluding, for example, any warranty relating to completeness, condition or relevance.

5. Verification Materials

PBM and GE will, within seven months after the date of shipment of Existing Deliverables, meet to review the Verification Materials, namely those materials necessary or useful for PBM later on its own to verify the condition and accuracy of, and if necessary to modify or correct, the software prepared by GE for use in Phases II, III and IV of the Contracts. In addition to examining Existing Verification Materials (included in Exhibit A), the meeting shall identify New Verification Materials, namely those Verification Materials not available or not in GE's possession. If during the meeting, the parties identify additional Verification Materials which are in existence and in GE's possession, GE will (after obtaining the export license to do so) deliver the same to the meeting and they shall thereafter be treated as Existing Verification Materials for all purposes, including Paragraph 4 (c). During the meeting all risks associated with the software and Existing Verification Materials shall be on PBM. Such meeting will take place at GE's facilities in Lanham, Maryland, U.S.A. or (if PBM so specifies) at Toronto, Canada, or in such other place as the parties shall mutually agree in writing. PBM shall within five months after the date of shipment of Existing Deliverables, propose the date and place for such meeting (which shall be at least six weeks after the date of such proposal, but still within seven months of the date of shipment of Existing Deliverables) and identify its participants, not to exceed five. If GE does not agree within seven days to such date, then it shall within such period stipulate another date for the meeting which shall be no later than thirty days after the date proposed by PBM.

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GE's participants shall be two senior software experts. GE may from time to time in its discretion change its participants to accommodate scheduling problems and the need for differing technical expertise. The participants for the parties shall work together on a continuous basis during normal working hours for no more than two months in order to familiarize PBM participants with matters concerning the development of the software related to the Contracts and to identify Verification Materials, but GE makes no warranty concerning the results of the meeting. If GE's obligations under this paragraph are discharged or if PBM terminates the meeting before the end of two months, then the number of days of technical assistance to be provided under Paragraph 6 shall be increased by one and one-half man-days for each working man-day of work not required by the two GE participants in the meeting. Each party shall bear all costs associated with its participants. PBM will be responsible for any translation of discussions or of materials discussed at the meeting. GE will cooperate in PBM's efforts to obtain U.S. visas, but the responsibility therefor shall be in PBM. GE will provide a room for the meetings if held in Lanham or in Toronto; other reasonable costs of the meetings will be shared equally by GE and PBM, except that any duplicating and computer costs in excess of U.S. \$ 10,000 will be borne by PBM (unless requested solely by GE experts). PBM may authorize GE to draw PBM's share of such expenses from the Spares Letter of Credit.

During the meeting period GE's participants will consult and cooperate with PBM on the matter of the Verification Materials. GE shall have no obligation to develop, produce or obtain any New Verification Materials, and it shall be PBM's obligation to undertake to obtain such New Verification Materials it desires, provided that GE's participants will during the meeting period consult and cooperate with PBM and use reasonable efforts to advise PBM where PBM may obtain such New Verification Materials as may be available from others and to assist PBM to do so.

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6. Technical Assistance

(a) GE shall provide to PBM, free of charge except as stated below, the following services by GE personnel: 120 man-days (plus any man-days added by virtue of Paragraph 5) of technical assistance, consultation and time of trainers, when and as requested by PBM in writing, including telex. GE shall use reasonable efforts to satisfy PBM's requests and at a minimum will, within 10 days of receipt of a request, give PBM an estimate of the effort required and a reasonable proposed schedule. If PBM thereafter asks that GE limit its effort on a particular request to a stated number of man-days, GE will do so, and shall provide to PBM whatever results shall have been obtained within the allotted time. GE will provide training activities within sixty days of PBM's request. When such assistance is not performed at the normal work stations of the concerned GE employees, PBM shall pay GE in advance GE's estimate of the travel costs and other expenses of GE's employees (based on GE's standard policies covering payment or reimbursement of such expenses); at the end of any assignment, the parties will adjust the amounts to be paid or refunded with respect to such items. If PBM so requests, GE will set off such anticipated expenses against the value of the remaining free-of-charge man-days, calculated at the rate GE charges U.S. Government therefor.

(b) GE further agrees that it will make available to PBM the following additional services by GE personnel: continuation of technical assistance, consultation and time of trainers under similar conditions up to 200 additional man-days, except that such additional man-days shall be paid for by PBM at the rate that GE charges the U.S. Government for the same or comparable services. GE will only be obliged to provide such additional man-days after PBM shall have in advance either paid, or provided GE with an irrevocable Letter of Credit confirmed by a recognized bank headquartered in the United States or the United Kingdom in the amount of GE's estimate of the costs of the requested

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technical assistance, consultation or time of trainers (including travel costs and other appropriate expenses). Any such Letter of Credit shall permit GE to draw funds on its sole certification that the amount drawn has been earned on the basis of work performed in response to PBM's request and calculated in a manner consistent with GE's previous advice to PBM. GE's obligations under this Paragraph 6 shall terminate three years after the Execution Date.

Nothing contained in this paragraph shall either require GE to provide, or preclude it from providing, any other technical assistance, consultation or time of trainers as it may elect in its sole discretion.

7. Spare parts

GE agrees that it will, during the five years following the Execution Date, accept up to six orders for, and supply to PBM, a total of \$ 600,000 in spare parts, consumables and related costs of carriage for equipment delivered by GE to PBO or PBM for the Iranian Remote Sensing Center, on the following terms:

(a) Each of the first four orders shall be for at least \$ 100,000;

(b) Each sale will be subject to any then current U.S. Government regulations, if applicable;

(c) Each sale will be covered by the Spares Letter of Credit;

(d) Each sale will be made Freight Carriage Paid or Freight Carriage and Insurance Paid (per INCOTERMS 1980) as specified by PBM, to any of the ports, Bazargan (land), Mehrabad (air) or Bandar Abbas (sea), and with then current standard GE warranties and its other standard terms of sale;

(e) Each sale will be made at a price determined on the basis of the same rates and procedures as GE uses to determine the price of spare parts and consumables it sells to the United States Government, provided that in the case of spare parts obtained by GE from third parties, the price shall not exceed the cost delivered to GE plus 30%. PBM shall have the right, at its expense, to audit GE's price

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determinations through the use of a major international accounting firm acceptable to GE (whose acceptance shall not be unreasonably withheld), which firm shall report to PBM only the prices that it determines are correct for particular spare parts. GE will make available to such firm during normal working hours those records reasonably necessary for its determination of the correct prices;

(f) Whenever reference is made in this MOU to GE in connection with spare parts and consumables to be obtained from others for sale to PBM, the term GE shall mean either General Electric Company or any wholly-owned subsidiary with offices in King of Prussia, Pennsylvania.

Before PBM places each of its final two orders for spare parts and consumables under this paragraph, GE will advise PBM as to the availability of the parts that PBM proposes to order, to the end that PBM will have an opportunity to exhaust the funds provided under the Spares Letter of Credit.

Nothing contained in this paragraph shall either require GE to make, or preclude it from making, any other sales of spare parts as it may elect in its sole discretion.

8. Releases

(a) Upon the withdrawal of funds ~~by GE under the First Letter of Credit~~, the parties (for themselves and their subsidiaries, affiliates, successors and assigns, including in the case of PBM, the Government of the Islamic Republic of Iran and all of its entities, specifically including Bank Markazi Iran and Islamic Republic of Iran Broadcasting) ~~hereby release and forever discharge each other, and their subsidiaries and affiliates from any and all claims, debts and causes of action, known or unknown, arising out of or related to any of the Contracts described in Recital A and any and all documents provided for in the Contracts, including bonds, guarantees, or Letters of Credit of any type.~~

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This release specifically includes the claims and counter-claims before the Tribunal in Case 359 and the claims of Bank Markazi Iran against Federal Insurance Company (or vice versa) in Cases 780 and 821 relating to the issue of certain bonds related to the Contracts, which Cases shall be withdrawn.

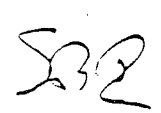
(b) Until the notification by the Bank to the Tribunal of the withdrawal of funds by GE from the First Letter of Credit the parties will be entitled to proceed with their full unchanged claims and counterclaims in the Tribunal. During all such time neither this MOU nor any other documents or discussions, written or oral, relating to this MOU (except those documents and discussions that relate to either party's full unchanged claims) shall prejudice the rights of any party or be admitted as evidence or for any other purpose before the Tribunal or elsewhere, except as necessary to implement this MOU.

(c) As of the date referred to in Paragraph 8 (b), Case 359 will be automatically considered as withdrawn, terminated and dismissed and GE, Federal Insurance Company, and the Islamic Republic of Iran (including PBM, Islamic Republic of Iran Broadcasting, and Bank Markazi Iran) each waive any and all claims for costs, including attorney's fees with respect to Cases 359, 780 or 821.

9. Warranties

(a) PBM warrants that in relation to the Contracts all applicable Iranian taxes, social security assessments and similar claims that might be levied, assessed or charged on account of any of the Contracts, any activities under them or this MOU against GE or any of its employees have been paid or otherwise discharged. PBM agrees to be responsible for the payments or similar claims that are now or may become due. This paragraph (a) does not apply to any obligations of GE not covered by the terms of this MOU.

(b) In the implementation of this MOU, no party shall under any conditions be responsible to the other for any indirect or consequential damages, whether by way of lost profits or otherwise.



10. Excusable Delays

Any obligation of GE or of PBM to be performed after the opening of the two Letters of Credit shall be suspended for any period of time during which its performance shall have been prevented by any event beyond its control, such as acts of God, acts of government (including any failure of government to issue any required permission), accident, war, civil strife, strikes or other labour dispute, except with respect to any obligation of PBM, any act of the Government of the Islamic Republic of Iran. The party which claims such excusable delay shall certify to the other party its existence, its termination and, on request, its continuation.

11. Notices

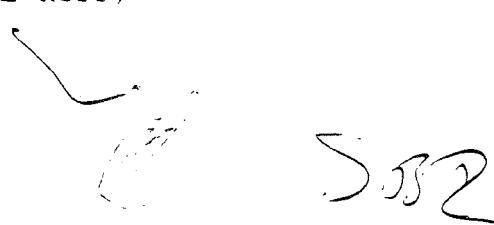
All notices with respect to this MOU shall be in English by telex and confirmed by air mail (by registered air mail if the telex answerback indicated below is not obtained) to the following addresses, or such other address as a party shall have notified to the other:

If to PBM:

Plan and Budget Ministry
Iranian Remote Sensing Center
Baharestan Square
Tehran, Iran
Telex: 212642 (PLAN IR)
Attention: Director,
Iranian Remote Sensing Center

If to GE:

General Electric Company
Space Systems Division
P.O. Box 8555
Philadelphia, Pa. 19101, U.S.A.
Telex: 846-597 (GE CO. SPACE KOPP)
Attention: Division Counsel



12. Effective Date

This MOU shall be effective upon signature for the purposes of Paragraph 1, 2, 8 (b) and 11, and for all purposes upon approval by the Tribunal, but if the Tribunal shall fail to approve this MOU within 45 days after its signature (or within such other time as may be agreed by GE and PBM in writing, such as by exchange of telexes), then this MOU shall terminate and no longer be effective, except for Paragraph 8 (b), which shall survive termination.

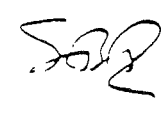
13. Miscellaneous

(a) This MOU is valid only in its entirety. None of the terms of this MOU may be changed, except by written agreement of the parties.

(b) The Exhibits to this MOU, which are parts hereof, are:

- A. List of Existing Deliverables.
- B. Form of First Letter of Credit.
- C. Form of Spares Letter of Credit.

(c) This MOU has been prepared and signed in four copies of which two are in Farsi and two in English, and each copy shall be considered as an original and of equal validity.



IN WITNESS WHEREOF, the parties have caused this
MOU to be signed by their authorized representatives.

PLAN AND BUDGET MINISTRY
OF THE ISLAMIC REPUBLIC OF IRAN

Based on letter No. 1-3979

Date: 10 July 1985

By



Ali Kollahdooz Esfahani

Title: Acting Project Manager

Date: July 22, 1985

and

By



Ismail Bakhshi Dezfuli

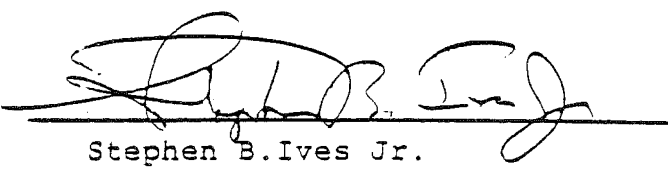
Title: Attorney at Law

Date: July 22, 1985

GENERAL ELECTRIC COMPANY

Based on the Power of Attorney
dated July 2, 1985

By



Stephen B. Ives Jr.

Title: Attorney in fact

Date: July 22, 1985

IRAN UNITED STATES	دادگاه داوران
CLAIMS TRIBUNAL	ایران - ایالات متحده
ثبت شد - FILED	
Date	24 JUL 1985 تاریخ
	۱۳۶۴ / ۵ / ۲
No.	359 شماره

EXHIBIT A

to

Revised MEMORANDUM OF UNDERSTANDING

[Handwritten signature]

Included in the above listing, subject to the limitations of Paragraph 4c of the Memorandum of Understanding, are the following:-

- a. System requirements documents consisting of system description and specifications, subsystem requirements documents, and interface control documents.
- b. System conceptual design specifications.
- c. System detail design documents consisting of subsystem detailed design specifications, module design specifications, and file-format documents.
- d. Auxiliary documents consisting of system memos, problem reports, test plan documents, user (interface) manuals/operating guides.
- e. *System program source listings with comments*

GE acknowledges the receipt of Iranian Remote Sensing Center telex dated November 27, 1984, which it will consider in connection with the shipment of Existing Deliverables and the preparation of packing lists therefor.

EXHIBIT A to Memorandum of Understanding

Existing Deliverables

Part I - Hardware and Certain Documentation

9749 3.3 (3) : PROPOSALS AND CONTRACTS

9749 3.7 (4) : PROJECT PERT CHART AND HARDWARE DIAGRAMS

9749 3.6 (5) : HARDWARE DIAGRAMS

NO NUMBER : SCIENTIFIC ATLANTA ANTENNA BRAKE

1101, 1102. : PHASE I (TRF) MISCELLANEOUS NON-DELIVERABLE DOCUMENTS, DEC DOCUMENTS AND OTHER DOCUMENTS

9328 11.3 (C6) : PHASE I (TRF) MATERIALS

9328 11.4 (C7) : PHASE I (TRF) MATERIALS

9328 10.3 (A3) : PHASE I (TRF) MATERIALS

9328 10.5 (A5) : PHASE I (TRF) MATERIALS

9328 10.6 (A6) : PHASE I (TRF) MATERIALS

9328 10.7 (A7) : PHASE I (TRF) MATERIALS

9328 10.4 (A4) : PHASE I (TRF) MATERIALS

(31) : PHASE I (TRF) PROPOSAL

D-4-A : LOGIC DRAWER (A-19) AND OPB CONSOLE (A-13) MAINTENANCE AND OPERATIONS MANUAL (TRF4-101)

: PHASE I (TRF) COMPUTER SOFTWARE MAINTENANCE DOCUMENT VOL-I PDB 11/04 SOFTWARE

: TRF COMPUTER SOFTWARE MAINTENANCE DOCUMENT VOL-II PROGRAMMABLE DECOMPUTATION SOFTWARE (3 COPIES)

: TRF VOL-III SOFTWARE STANDARD OPERATING PROCEDURES (TRF-4-303)

: PHASE I (TRF) FACTORY PERFORMANCE VERIFICATION TESTS REPORT - DATA PROCESSING SUBSYSTEM DEC 20, 21 1976

: PHASE I (TRF) FACTORY PERFORMANCE VERIFICATION TESTS REPORT - DATA PROCESSING SUBSYSTEM JAN 22 AND JAN 24, 1977

: FILE FOLDER - SIMULATOR (TRF) DOCUMENT - IRAN TRF

: FILE FOLDER - SOFTWARE AND ENGINEERING MEMOS

: FILE FOLDER - PROGRAMMABLE DECOMPUTATOR (PD) REQUIREMENTS

: - PD MEMOS

: - TEST PLAN IRAN TRF

: - IRAN TRF - PIN'B

: - IRAN PD PERIPHERAL USER'S MANUAL REV-A 4/29/77

: FILE FOLDER - MISCELLANEOUS MEMOS REGARDING TRF

: FILE FOLDER - TRF DESIGN REVIEW

: FILE FOLDER - STANDARD OPERATING PROCEDURE (SOP) - IRAN TRF

: FILE FOLDER - SOFTWARE DESIGN SPECIFICATIONS

: FILE FOLDER - SYSTEM SPECIFICATION - IRAN TRF

: FILE FOLDER - INTERFACE INFORMATION

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: DOCUMENT - PERFORMANCE AND DESIGN SPECIFICATION FOR TRF
 : SPECIFICATION NBR BV89723
 : DOCUMENT - SOFTWARE ENGINEERING TIROS-N MODIFICATION TO IRAN TRF
 : DATED 13-MAY-77
 :
 32 : CIRCUIT BOARD TEST ADAPTOR
 : FFP ENGINEERING DRAWINGS - INTEGRATED CIRCUIT (IC) PLACEMENT AND
 : CONNECTOR BOARD: MICRO INSTRUCTION DECODE (DDP-11) (5 SHEETS)
 : FFP ENGINEERING DRAWINGS - INTEGRATED CIRCUIT (IC) PLACEMENT AND
 : CONNECTOR BOARD: LOOP COUNTER (DDP-08) (4 SHEETS) AND ALTERATION
 : NOTICE (2 COPIES)
 : FFP ENGINEERING DRAWINGS - INTEGRATED CIRCUIT (IC) PLACEMENT AND
 : CONNECTOR BOARD: DUAL REGISTER FILE (FFP DDP-111) (4 SHEETS)
 :
 22, 23, 24, : PHASE II FFP ENGINEERING DRAWINGS, WIRING LISTS AND RELATED
 25, 26, 27, : TECHNICAL SUPPORT ITEMS
 28, 29, 30, :
 31, 33 :
 :
 40 : PDP-11/35 MEMORY BOARDS
 : - UNIDENTIFIED BOARDS (9)
 : - BACKPLANE (1)
 : DOCUMENTATION FOR SAME
 : MF11-U-UP 14K DENSE MEMORY
 : DIAGNOSTIC TAPES FOR SAME
 :
 9749.7.9 (H) : FFP INFORMATION
 : FFP MICRO CODE INFORMATION
 :
 9749.7.9 (H) : FFP INFORMATION
 : FFP MICRO CODE INFORMATION
 :
 39 : PHASE II AND IV DEC COMPUTER SPARES AND PRINTED CIRCUIT BOARDS
 : LBR 240MM FILM
 :
 34 : PHASE II 240 MM LBR FILM (4 ROLLS)
 :
 NO NUMBER : 130 KVA UNINTERRUPTABLE POWER SUPPLY
 :
 NO NUMBER : BATTERIES (30)
 :
 NO NUMBER : SUPPLEMENTAL HVAC EQUIPMENT
 :
 NO NUMBER : VOLTAGE AND FREQUENCY CONVERTER
 :
 NO NUMBER : ELECTRIC DISTRIBUTION AND GROUNDING SYSTEMS
 : FFP ENGINEERING DRAWINGS - INTEGRATED CIRCUIT (IC) PLACEMENT AND
 : CONNECTOR BOARD: CLOCK GENERATOR (8 SHEETS)
 : DATA PROCESSOR DP2000 (LANDSAT) FFP/SHH-W DRAWINGS - PH/FL VOL II.
 : (2 COPIES)
 :
 D-1 : MAG TAPE (PDP-11) INTERFACE DIAGNOSTICS
 : DEC HARDWARE MANUALS
 :
 H-B-10 : TECHNICAL MANUALS (CIRCUIT DIAGRAMS) FOR HIGH RESOLUTION

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FILM RECORDER (0000YEAR)

M-8-19 : MISCELLANEOUS CABLES
 M-8-20 : MISCELLANEOUS CABLES
 M-8-NO NUMBER : TWO TOOLS KITS
 M-8-23 : PICO FUSES AND RELATED TOOLS
 M-8-26 : UNIDENTIFIED ELECTRONICS
 M-8-28 : MISCELLANEOUS UNIDENTIFIED SPARE PARTS
 M-8-33 : MISCELLANEOUS SPARE PARTS AND TOOLS
 M-8-27 : MISCELLANEOUS SPARE FOR HP TERMINAL
 432 : PHASE IV TOOL KITS (2)
 433 : PHASE IV (DMF) SPARE PARTS, MOTORS, FILTERS, PRINTED CIRCUIT BOARDS
 437 : PHASE IV (DMF) DEC TRANSFORMER, CAPACITORS AND MISCELLANEOUS ELECTRICAL PARTS
 434 : PHASE IV (DMF) PRINTED CIRCUIT BOARD
 443 : PHASE IV (DMF) MISCELLANEOUS SPARE PARTS AND CABLES
 433 : PHASE IV (DMF) SPARE PARTS, MOTORS, FILTERS, PRINTED CIRCUIT BOARDS
 437 : PHASE IV (DMF) DEC TRANSFORMER, CAPACITORS AND MISCELLANEOUS ELECTRICAL PARTS
 434 : PHASE IV (DMF) PRINTED CIRCUIT BOARD
 443 : PHASE IV (DMF) MISCELLANEOUS SPARE PARTS AND CABLES
 434 : DEC SPARE PARTS CONSISTING OF A POWER SUPPLY (PROBABLY PHASE IV)
 M-8-30 : UNIDENTIFIED DEC PRINTED CIRCUIT BOARD (DEC-20 ?)
 M-8-30 : UNIDENTIFIED DEC SPARE (PHASE IV ?)
 M-8-21 : TWO VT-78 DISC DRIVES (PHASE IV ?)
 M-8-22 : DEC CIRCUIT BOARD (DEC-20 ?)
 NO NUMBER : BROWN ILLUMINATED TABLE FOR PRODUCT LAYOUT
 309 : PHASE V PUMP ACCESSORIES
 NO NUMBER : COMPRESSOR - INOERBOLL BRAND
 NO NUMBER : FIBREGLASS TANK (BLACK)

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NO NUMBER	: RICHARDS DENSITOMETER TABLE MODEL DT-1
NO NUMBER	: HEMLETT PACKARD 9825 A CALCULATOR AND EQUIPMENT
NO NUMBER	: ULTRAPHOTO III B (VARIOUS PARTS PACKED IN BOXES 14 THRU 32)
NO NUMBER	: CHEMIX PATCH PANEL (BELIEVED TO BE PART OF MISCELLANEOUS ITEMS : READY FOR BOX AND SHIP)
NO NUMBER	: IN-LINE WATER FILTER CARTRIDGE (BELIEVED TO BE PART OF : MISCELLANEOUS ITEM READY FOR BOX AND SHIP)
NO NUMBER	: LAMNAR FLOW BENCH CM3048 (IN BOX 35)
NO NUMBER	: DENSITOMETER MCBETH TD-304 (MOUNTED ON RICHARDS DENSITOMETER : TABLE MODEL DT-1)
1223	: FACILITIES FILES (ALL PHASES) NON-DELIVERABLE
W-8-31	: LUXO FLOURESCENT LAMP
W-8-29	: MISCELLANEOUS PLASTIC BAGS
W-8-23	: THREE LUXO LAMPS (W/MAGNIFIER)
W-8-24	: TWO LUXO LAMP AUXILIARY LENSES

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Existing Deliverables
Part 2 - Software and Other Documentation

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W-8-13	:	BLANK 11 X 17 CONTINUOUS FORM PRINTER PAPER
C-4-8	(3H):	TRAINING MATERIALS
NO NUMBER	:	QUAD HEAD DRIVE AND HOOT TAPE USED IN PHASE II FACTORY TEST
2303	:	PHASE II RPO4 DISK PACKS (1 LARGE WOODEN CRATE PLUS 2 BOXES)
D-2	(3I):	FARBIT FROM INFORMATION HP 2440 & 2443 ANALOG CRT DOCUMENTATION PHASE II PIR LIST PHASE II SOFTWARE LIST LOAD MODULE GENERATION LISTING (?) - RBX-11 FFP LISTINGS
	(3H):	PHASE II PIRB
W-8-2	:	PLOT-10 CARD DECK 1 OF 2 AND 2 OF 2
W-8-3	:	RBX-11-M V 3 2 RELEASE TAPE 2 OF 2 PDF-11 MANUALS
W-8-4	:	PHASE II(?) LISTINGS (APPROX. 3 CUBIC FEET)
1201	:	PHASE II FFP TECHNICAL DRAWINGS AND MANUALS
34	:	PHASE II FFP PRINTED WIRING BOARD TEST MEMORY AND MISCELLANEOUS PROGRAMS AND SUPPORT ITEMS DIGITAL DATA PROCESSOR (DDP) DP2000 CONFIGURATION BASELINE (3 PAGES) PHASE-III (DIPB) DATA PROCESSOR (LANBAT DATA PROCESSOR) CONFIGURED ARTICLES LIST DATED 17-FEB-78 (14 PAGES)
	(3O):	TH-11 9-TRACK MAGNETIC TAPE DIAGNOSTIC MANUAL (2-VOLUMES) (PHASE-11?) DATUM RPO-11 MAGNETIC TAPE INTERFACE PUBLICATION 8410A 2 RBX-11M VERD 1 VOL-1-A DIGITAL EQUIPMENT CORPORATION (DEC) DOCUMENTATION - SYSTEM REFERENCE INFORMATION (AA-23930-TC) - RBX11M/RBX-11B RELEASE NOTES (AA-2573E-TC) - INTRODUCTION TO RBX-11M (AA-2355C-TC) - RBX11-M SYSTEM GENERATION MANUAL (AA-2352D-TC) - RBX11-M EXECUTIVE REFERENCE MANUAL (AA-2344D-TC) - RBX-11M CRASH DUMP ANALYZER REFERENCE MANUAL (AA-3381A-TC) - RBX11M DECNET - RBX/1AB DECNET USER'S GUIDE (AA-3182A-TC) - RBX/1AB DECNET SYSTEM MANAGER'S GUIDE (AA-3183A-TC) - RBX11/1A9 DECNET NETWORK GENERATOR MANUAL (AA-D333A-TC) - RBX11/1A9 RELEASE NOTES (AA-D393A-TC)

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- IAB/RBX11 DISK SAVE AND COMPRESS USER'S GUIDE (AA-3349-TC)
- PDP-11 PRESERVATION UTILITY (PRESRV) USER'S GUIDE (DEC-11-UPRMA-B-D)
- DEC EDITOR REFERENCE MANUAL (AA3789A-TC)
- RBX-11M VERSION 3.1 VOL-111
 - INTRODUCTION TO RMS-11 (AA-0001A-TC)
 - RBX11M/RMS-11 V1.5 UTILITIES USER'S GUIDE UPDATED FOR V3.1 (AA-D002A-TC)
 - IAB/RBX-11M RMS11 MACRO PROGRAMMER'S REFERENCE MANUAL (AA-0002A-TC)
- RBX-11M VERSION 3.1 VOL-1C
 - RBX-11M I/O DRIVERS REFERENCE MANUAL (AA-2337D-TC)
 - IAB/RBX-11 I/O OPERATIONS REFERENCE MANUAL (AA-2513C-TC)
- RBX-11M VERSION 3.1 VOL-11A
 - RBX-11 UTILITIES PROCEDURES MANUAL (AA-3347B-TC)
 - RBX-11M OPERATOR'S PROCEDURES MANUAL (A-2567D-TC)
 - IAB/RBX-11 DDT REFERENCE MANUAL (DEC-11-0100A-B-D)
- RBX-11M VERSION 3.1 VOL-11B
 - RBX-11M GUIDE TO WRITING AN I/O DRIVER (AA-2400D-TC)
 - RBX-11M ERROR LOGGING REFERENCE MANUAL (AA-2342C-TC)
 - RBX11M USER MODE DIAGNOSTICS REFERENCE MANUAL (DEC-11-0100A-A-D)
- DECNET MANUALS
 - RBX-11 DECNET-11 PROGRAMMER GUIDE AND REFERENCE MANUAL (DEC-11-0100A-A-D)
 - RBX-11M/B DECNET-11 RELEASE NOTES (DEC-11-0100A-B-D)
- HARDWARE MANUALS
 - RPO4 MOVING HEAD DISK SUBSYSTEM USER'S MANUAL (EK-RPO4-OP-001)
 - RPO4 DEVICE CONTROL LOGIC USER'S MANUAL (EK-RPO4-OP-001)
 - RPO4 DISK DRIVE INSTALLATION MANUAL (EK-RPO4-IN-001)
 - RPO4 DEVICE CONTROL LOGIC MAINTENANCE MANUAL (EK-RPO4-MH-001)
- RBX-11M VERSION 3.1 VOL-1B
 - IAB/RBX-11 MACRO-11 REFERENCE MANUAL (DEC-11-0100A-B-D)
 - RBX-11M TASK BUILDER REFERENCE MANUAL (AA-2508D-TC)
 - IAB/RBX-00 BYTTEM LIBRARY ROUTINES REFERENCE MANUAL (AA-33-08A-TC)

- | | |
|-----------------|--|
| 1. 2. 3. 4. | PHASE 11 DOCUMENTATION CONSISTING OF BYTTEM REQUIREMENTS. |
| 5. 6. 7. 8. | CONCEPTUAL DESIGN, DETAILED DESIGN, TEST REPORTS, |
| 9. 10. 11. 12. | TEST PLANS AND OTHER ANCILLARY AND SUPPORT |
| 13. 14. 15. 16. | DOCUMENTATION |
| 17. 18. 19. 20. | |
| 21 | |
| 1207 | PHASE 11 OPERATING, SERVICE AND MAINTENANCE MANUALS |
| | (NON-DELIVERABLE) |
| 301. 302. 303. | PHASE 11 MANUALS INCLUDING BYTTEM REQUIREMENTS, SYSTEM DESIGN, |
| 304. 305. 306. | IMPLEMENTATION AND APPLICATION MANUALS (DELIVERABLE |
| 307. 308 | AND NON-DELIVERABLE) |
| 1202. 1203. | PHASE 11 MISCELLANEOUS MANUALS (NON-DELIVERABLE) |
| 1204. 1205. | |

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1204, 1208, :
 1209, 1210, :
 1211 :

9749.6.10 (A) : PHASE II (EDPB) PIR'S 0146 THRU 196

9749.6.11 (B) : IMAGE CORRECTION REQUIREMENTS SPEC
 : PHASE II (EDPB) PIR 0209
 : PHASE II (EDPB) OPERATING PROCEDURES (PRELIM)
 : PHASE II (EDPB) PRELIMINARY DOCUMENTATION

9749.6.12 (C) : PHASE II (EDPB) PIR'S 0197 - 293

9749.3.12 (B) : PHASE II (EDPB) - MATERIALS MANAGEMENT PROCEDURES - EDPB-313
 : PHASE II (EDPB) - WORK ORDER CONTROL PROCEDURES AND DOCUMENTATION - EDPB-314
 : PHASE II (EDPB) - OPERATIONS PROCEDURES (PRELIMINARY) - EDPB-315
 : PHASE II (EDPB) - MANUAL/DOCUMENTATION STORAGE/RETRIEVAL SYSTEM EDPB-316
 : PHASE II (EDPB) - PRODUCTS PROCEDURES - EDPB-317
 : PHASE II (EDPB) - CONFIGURATION MANAGEMENT PROCEDURES - EDPB-318
 : PHASE II (EDPB) - TRAINING SYLLABUSES EDPB-307
 : PHASE II (EDPB) - MAINTENANCE DOCUMENTATION SYSTEM EDPB-308
 : PHASE II (EDPB) - QUALITY ASSURANCE PROGRAM PLAN AND PROCEDURES EDPB-309
 : PHASE II (EDPB) - TEST EQUIPMENT AND TOOLS ACCOUNTABILITY PROCEDURES EDPB-310
 : PHASE II (EDPB) - TEST PROCEDURES (PRELIMINARY) EDPB-311
 : PHASE II (EDPB) - FACILITIES REQUIREMENT DOCUMENT EDPB-303
 : PHASE II (EDPB) - SPARE PARTS LIST EDPB-305
 : PHASE II (EDPB) - POWER SYSTEM SPECIFICATION EDPB-301
 : PHASE II (EDPB) - GROUNDING SYSTEM SPECIFICATION, STATING, REQUIREMENTS
 : AND IMPLEMENTATION PLAN EDPB-302

9749.6.1 (9) : PHASE II (EDPB) PIR'S 0296 THRU 403

9749.6.10 (A) : PHASE II (EDPB) PIR'S 0146 THRU 196

9749.6.11 (B) : IMAGE CORRECTION REQUIREMENTS SPEC
 : PHASE II (EDPB) PIR 0209
 : PHASE II (EDPB) OPERATING PROCEDURES (PRELIM)
 : PHASE II (EDPB) PRELIMINARY DOCUMENTATION

9749.6.12 (C) : PHASE II (EDPB) PIR'S 0197 - 293
 : NOTEBOOK - PHASE-II PIR'S U-1720-EDPB-233, 104, 105, 107, 108, 111, 112, 113, 115,
 : 117, 118, 123, 128, 204, 210, 243, 249, 282, 283

1214 : PHASE II MACRO LIBRARY SOURCE CARD DECKS

1212 : PHASE II DEC PDP-11 SYSTEM PAPER TAPES (APPROX 70)

1213 : PHASE II SOURCE DECKS

38 : PHASE II RBX USER MEMOS AND LIBRARY INDEX

W-8-13 : VARIOUS PHASE II PRINTOUTS (APPROX 3 CUBIC FEET)

W-8-16 : VARIOUS PHASE II PRINTOUTS (APPROX 3 CUBIC FEET)

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W-8-17 : VARIOUS PHASE II PRINTOUTS (APPROX 3 CUBIC FEET)
 W-8-18 : VARIOUS PHASE II PRINTOUTS (APPROX 3 CUBIC FEET)
 W-8-7 : MISCELLANEOUS PHASE II AND PHASE IV PRINTOUTS
 9749.4.2 (10) : PHASE-III (DIPS) FUNCTION REQUIREMENT SPECIFICATION
 : POSSIBLE DOCUMENTATION TREE
 : LIST OF MANUALS
 9749.4.3 (11) : MISCELLANEOUS IRAN PROJECT DOCUMENTATION
 : PHASE-III (DIPS) FACTORY ACCEPTANCE TEST MEMOR
 : PHASE IV (DMF) ACCEPTANCE TEST REPORT - VOL. XI
 1301 : PHASE III OPERATING AND MAINTENANCE MANUALS
 C1789-D3A (1) : PHASE III (DIPS) AND FFP DOCUMENTATION
 C-3-A (15E) : LANDBAT-C 798480000100 - FLIPBACK
 : LOAD MODULE GENERATOR (FPOEN) LISTINGS FOR THE FOLLOWING MODULES
 : - FPOEN MAIN DRIVER
 : - FPOEN BLOCK DATA
 : - CHTASK SUBROUTINE
 : - CHLINK SUBROUTINE
 : - CHHELP SUBROUTINE
 : - CHTASK SUBROUTINE
 : - CHMOD SUBROUTINE
 : - CHMODR SUBROUTINE
 : - CHMODEV SUBROUTINE
 : - LMOERR SUBROUTINE
 : - LMKIDF SUBROUTINE
 : - LMKUCB SUBROUTINE
 : - LCBPRD (IND) SUBROUTINE
 : - LCBFAD SUBROUTINE
 : - LMKBEQ SUBROUTINE
 : - LMKADR SUBROUTINE
 : - LMKMAP SUBROUTINE
 : - LMKHM SUBROUTINE
 : - LMKPRD (IND) SUBROUTINE
 : - LMKFAD SUBROUTINE
 : - LMKMPC SUBROUTINE
 : - LMKPRD SUBROUTINE
 : - LODEF SUBROUTINE
 : - FPOEN MAP
 C-3 : PHASE III (DIPS) AND FFP DOCUMENTATION
 : - FFP/DOP USER MANUAL VOLUME I & II
 : - NOTEBOOK
 : - MODULE REQUIREMENT SPECIFICATION STANDARD DIP-BTD-001
 : - MODULE DESIGN SPECIFICATION STANDARD DIP-BTD-002
 : - DATA BASE AND COMMON DATA SPECIFICATION STANDARD DIPS-BTD-003
 : - SOFTWARE DESIGN STANDARD DIPS-BTD-003A
 : - PROGRAMMING STANDARD DIPS-BTD-004
 : - NOTEBOOK
 : - PHASE III (DIPS) PIRB DIPS-01-044 THRU DIPS-01-122

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- NOTEBOOK
 - MISCELLANEOUS PHASE III (DIPB) PIR'S, MODULE DESIGN SPECIFICATIONS, ETC.
 - NOTEBOOK
 - TEKTRONIX PLOT-10 ADVANCED GRAPHING-II -- INSTALLATION GUIDE
 - NOTEBOOK
 - TEKTRONIX PLOT-10 TERMINAL CONTROL SYSTEM -- SYSTEMS MANUAL

(38) FUNCTIONAL REQUIREMENTS SPECIFICATIONS DIPB-FRB-001-REV-A
 FUNCTIONAL REQUIREMENTS SPECIFICATIONS DIPB-FRB-001 (PAGES FOR REV-B)
 PHASE III (DIPB) FUNCTIONAL REQUIREMENTS SPECIFICATION - OVERSIZE ART AND TABLES
 PHASE III (DIPB) SPECIFICATION CHANGE DATA
 DOCUMENTATION MASTERS (DESIGN ISSUES, ACTION ITEMS, AND DESIGN RESOLUTIONS)
 PHASE III (DIPB) OPERATIONS MANUAL - FINAL MANUSCRIPT DRAFT
 PHASE III (DIPB) MODULE REQUIREMENTS SPECIFICATION (DIPB-STD-001)
 PHASE III (DIPB) SOFTWARE MANUAL - FINAL MANUSCRIPT DRAFT
 PHASE III (DIPB) USER MANUAL (DIPB-DUM-001) (MASTERB)
 PHASE III (DIPB) USER MANUAL (SECTIONS 5.6.7) (OVERSIZE ARTWORK AND TABLES)
 PHASE III (DIPB) SYSTEM MAINTENANCE MANUAL (DIPB-DMM-001)
 PHASE III (DIPB) USER MANUAL - SECTION 5 OVERSIZE TABLE AND ARTWORK
 PHASE III (DIPB) DATA BASE SPECIFICATION - MAILBOX COMMON (DIPB-DBB-400)
 NOTEBOOK - STATUS REPORTS AS OF 11/08/78
 PHASE III (DIPB) ACCEPTANCE TEST RESULTS
 PHASE III (DIPB) FINAL STATUS (DIPB-PIR-123)
 PHASE III (DIPB) ACCEPTANCE TEST PROCEDURES (DRAWING 854137-37-1175)
 PHASE III (DIPB) PROGRAM INFORMATION RELEASES (PIR'S) NUMBERS
 001-042, 043-079, 080-125
 PHASE III (DIPB) MINIMUM AND BATCH SUPPORT
 PIR MIPB-104, 091C
 MDS-400-404, MRB-400-404
 PHASE III (DIPB) MODULE DESIGN SPECIFICATION
 DFB INTERACTIVE SESSION EXECUTIVE DIPB-MB-400
 DFB COMMAND LINE AID DIPB-MDB-401
 DFB JOB DEFINITION COMMAND DIPB-MDB-402
 DFB MAILBOX COMMON SUPPORT ROUTINES DIPB-MDB-403
 DFB RXDRV-RBX EXTENSION DRIVER DIPB-MDB-404
 DFB BROOKER (BPLFR, BPLDF, BPLFR, BPLRF) DIPB-MDB-405
 PHASE III (DIPB) MODULE DESIGN SPECIFICATION
 RCVBUS DIPB-MDB-411
 MISCELLANEOUS SUBROUTINES DIPB-MDB-412
 CLBUSB DIPB-MDB-413
 BAT-BATCH SUBMIT DIPB-MDB-414
 BATHON - BATCH MONITOR DIPB-MDB-415
 FFPALL DIPB-MDB-416
 UND DIPB-MDB-417
 EDJ - END OF JOB DEFINITION COMMAND DIPB-MDB-418
 PHASE III (DIPB) MODULE REQUIREMENT SPECIFICATION
 SESSION EXECUTIVE (DPB) DIPB-MRB-400
 COMMAND LINE AID (CMD) DIPB-MRB-401
 (JOB) JOB DEFINITION COMMAND DIPB-MRB-402
 MAIL BOX COMMON SUPPORT ROUTINE (MCBUSB) DIPB-MRB-403
 RBX EXTENSION DRIVER (RXDRV) DIPB-MRB-404 (REV-A)
 BROOKER (BPLFR, BPLDF, BPLFR, BPLRF) DIPB-MRB-405
 BROOKING SUPPORT ROUTINE (BPBUSB) DIPB-MRB-406
 FFP QIO SUPPORT ROUTINE (FFBUSB) DIPB-MRB-407

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: FFP DEVICE DRIVER DIPB-MRB-408
: FFPLDR DIPB-MRB-409
: ATTENTION (ATN) DIPB-MRB-410
: RCVSUBB DIPB-MRB-411
: MISCELLANEOUS SUBROUTINES DIPB-MRB-412
: CLCMBB DIPB-MRB-413
: BATCH BUSHIT (BAT) DIPB-MRB-414
: BATHOM DIPB-MRB-415
: FFPALL DIPB-MRB-416
: QND DIPB-MRB-417
: END OF JOB (EOJ) DIPB-MRB-418
: LOGGEN DIPB-MRB-419

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: PHASE III (DIPB) INTERFACE CONTROL DOCUMENT FFP-PDP 11/70 DIPB-ICD-400
: PHASE III (DIPB) FFP SUPPORT
: - FFP SUPPORT DELIVERY DIPB-PIN-108
: - DIPB SYSTEM LIBRARY CALLING SEQUENCES DIPB-PIN-0716
: - MODULE DESIGN SPECIFICATION - SPOOLER DIPB-MDB-403
: - MODULE DESIGN SPECIFICATION - SPOOLER SUPPORT ROUTINES (SPSUBB)
:   DIPB-MDB-404
: - MODULE DESIGN SPECIFICATION - FFP QIO SUPPORT ROUTINES (FFSUBB)
:   DIPB-MDB-407
: - MODULE DESIGN SPECIFICATION - FFP DEVICE DRIVER (FFDRV)
:   DIPB-MDB-408
: DE BELTVILLE MEMOS SENT TO DAYTONA - BOOKS 1 AND 2 - (SEE LISTING IN
: FRONT OF BOOK)

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D-4-B

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: (DP) PHASE III DIGITAL IMAGE PROCESSING SUBSYSTEM (DIPB) MODULE REQUIREMENT
: SPECIFICATIONS (MRB) AND MODULE DESIGN SPECIFICATIONS (MDB)
: (MASTERS AND DRAFTS):
: - SINGLE CELL SIGNATURE ACQUISITION (OCBION) DIPB-MDB-001
: - ODDIOP DIPB-MRB-002, DIPB-MDB-002
: - ODLIBT DIPB-MRB-003, DIPB-MDB-003
: - TWO DIMENSIONAL DISPLAY (TODIOP) DIPB-MDB-004
: - ALPHANUMERIC DISK TO PLOTTER THEME PRINT (THMD2P) DIPB-MDB-005
: - ANNOTATION (ANNOYA) DIPB-MRB-006, DIPB-MDB-006
: - RADOMETRIC TRANSFORMATION (RTK02D) DIPB-MDB-007
: - RTX02H DIPB-MRB-008, DIPB-MDB-008
: - BNDCHN DIPB-MDB-009
: - MDC02D DIPB-MRB-010, DIPB-MDB-010
: - MINIMUM DISTANCE CLASSIFICATION (MDCR2H) DIPB-MRB-001, DIPB-MDB-001
: - CNTGTA DIPB-MRB-012, DIPB-MDB-012
: - DENSITY DIPB-MRB-013, DIPB-MDB-013
: - DENSITY SLICING (DENMC1) DIPB-MRB-014, DIPB-MDB-014
: - DISK-TO-TAPE-DICOMED (DUC02T) DIPB-MRB-015, DIPB-MDB-015
: - SEMI-SUPERVISED CLUSTERING (CL0TER) DIPB-MDB-016
: - CLDIOP DIPB-MRB-017, DIPB-MDB-017
: - FALSE COLOR STUDY (FALCOL) DIPB-MRB-020, DIPB-MDB-020
: - QADIBP DIPB-MRB-022, DIPB-MDB-022
: - QABION DIPB-MRB-023, DIPB-MDB-023
: - QMBIAB DIPB-MRB-024, DIPB-MDB-024
: - T2STAPE TO REFRESH (T10T2H) DIPB-MRB-029, DIPB-MDB-029
: - MULTICELL SIGNATURE ACQUISITION DIPB-MRB-033, DIPB-MDB-033
: - M6Q12D DIPB-MRB-034, DIPB-MDB-034
: - M6Q12H DIPB-MRB-035, DIPB-MDB-035

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: - M8BT2D D1P8-M8B-034. D1P8-M8B-034
 : - M8BT2M D1P8-M8B-037. D1P8-M8B-037
 : - M8DB1P D1P8-M8B-038. D1P8-M8B-038
 : - M8DL18T D1P8-M8B-039. D1P8-M8B-039
 : - M8K02D D1P8-M8B-040. D1P8-M8B-040
 : - M8K02M D1P8-M8B-041. D1P8-M8B-041
 : - M8K02D D1P8-M8B-044. D1P8-M8B-044
 : - M8K02M D1P8-M8B-045. D1P8-M8B-045
 : - M8ED2D D1P8-M8B-046. D1P8-M8B-046
 : - M8C48B D1P8-M8B-047. D1P8-M8B-047
 : - M8ATD2D D1P8-M8B-048. D1P8-M8B-048
 : - M8ATA2M D1P8-M8B-049. D1P8-M8B-049
 : - M8VT2D D1P8-M8B-050
 : - M8VT2M D1P8-M8B-051. D1P8-M8B-051
 : - M8EQD2D D1P8-M8B-052
 : - M8EQ42M D1P8-M8B-053. D1P8-M8B-053
 : - M8CC48M D1P8-M8B-055. D1P8-M8B-055
 : - M8K02D D1P8-M8B-054. D1P8-M8B-054
 : - M8PAD2D D1P8-M8B-058. D1P8-M8B-058
 : - M8TND2D D1P8-M8B-060. D1P8-M8B-060
 : - M8TND2M D1P8-M8B-061. D1P8-M8B-061
 : - M8TND2L D1P8-M8B-062. D1P8-M8B-062
 : - M8TND2M D1P8-M8B-063. D1P8-M8B-063
 : - M8TND2D D1P8-M8B-064. D1P8-M8B-064
 : - M8TND2M D1P8-M8B-065. D1P8-M8B-065
 : - M8TND2Y D1P8-M8B-066. D1P8-M8B-066
 : - M8TND2H D1P8-M8B-067. D1P8-M8B-067
 : - M8TND2Y D1P8-M8B-068. D1P8-M8B-068
 : - M8TND2Y D1P8-M8B-069. D1P8-M8B-069
 : - M8TND2M D1P8-M8B-070. D1P8-M8B-070
 : - M8TND2M D1P8-M8B-072. D1P8-M8B-072
 : - M8TND2E D1P8-M8B-073. D1P8-M8B-073
 : - M8TND2T D1P8-M8B-074. D1P8-M8B-074
 : - M8TND2D D1P8-M8B-075. D1P8-M8B-075
 : - M8TND2B D1P8-M8B-078. D1P8-M8B-078
 : - M8TND2T D1P8-M8B-079. D1P8-M8B-079
 : - FFP EXECUTIVE D1P8-M8B-301
 : - FFP UTILITIES D1P8-M8B-302. D1P8-M8B-302
 : - M8TXCOM FFP D1P8-M8B-303. D1P8-M8B-303
 : - M8PKCOM FFP D1P8-M8B-325. D1P8-M8B-325
 : - M8ATCOM FFP D1P8-M8B-327. D1P8-M8B-327
 : - M8PACOM FFP D1P8-M8B-335. D1P8-M8B-335
 : - M8TND2M FFP D1P8-M8B-337. D1P8-M8B-337
 : - M8TND2M FFP D1P8-M8B-341. D1P8-M8B-341
 : - M8TND2M FFP D1P8-M8B-342. D1P8-M8B-342
 : - M8TND2M FFP D1P8-M8B-317. D1P8-M8B-317
 : - APPLICATION PROGRAM SUPPORT LIBRARY D1P8-M8B-305
 : - IAC SUPPORT SUBROUTINES D1P8-M8B-307. D1P8-M8B-307
 : - APPLICATION SUPPORT BRODLERS D1P8-M8B-317

: LISTINGS FOR PHASE III (D1P8)

: TO PHASE III (D1P8) SOFTWARE TAPES

: FFP SUPPORT S/W

: IRAN PHASE III (D1P8) BENCHMARK PROGRAMS & SCRATCH PAD

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UTILITY SOURCE TAPE
 FFP SUPPORT SOFTWARE
 - PRELIMINARY SIMULATOR OBJECT FILES
 - TASK BUILD COMMAND FILES
 - EXECUTE COMMAND FILES
 ID P3 FFP SUPPORT SOFTWARE OBJECT TAPE
 & TAPES - PHASE III BASELINE

W-8-11 : VARIOUS PHASE III LISTINGS (APPROX. 3 CUBIC FEET)

W-8-12 : PHASE III (DIPS) SYSTEM TAPES
 RBX-11 DEC TAPES

W-8-14 : 3 BINDERS OF PHASE III (DIPS) PRINTOUTS (EACH 4 TO 6 INCHES THICK)

W-8-6 : PHASE IV (DMF) MISCELLANEOUS DEC 20 MANUALS

W-8-8 : VARIOUS TAPES (22)
 - PHASE IV 5-FEB-79
 - TRF JUNE-77
 PHASE IV PB: DISK
 PHASE IV UB: DISK

W-8-9 : PHASE IV (DMF) VT-78 FLOPPIES
 PHASE IV (DMF) DEC 20 SYSTEMS LISTINGS (COBOL, FRONT-END, ETC.)
 (C2) PHASE IV (DMF) PROGRAM MANAGERS FILES

C-4-A (C3) PHASE IV (DMF) TEST SCENARIOS
 RBX-11 DOCUMENTS (DEC)

MAGNETIC TAPE : FULL SAVE OF PHASE-IV PB: DISK PACK (2-TAPES) DATED: 12 JUN 78

MAGNETIC TAPE : FULL SAVE OF PHASE-IV MDOB-BASELINE DIRECTORIES PB: (MDOB)
 (2-TAPES) DATED: 14 APR 78

MAGNETIC TAPE : FULL SAVE OF PHASE-IV UB: (MDOB-SOURCE) (1 TAPE) DATED: 20 JUL 78

422, 425, 426 : PHASE IV RPO6 DISK PACKS
 427

424 : PHASE IV CUSTOMER ENGINEER RPO6 DISK PACK

423 : PHASE IV BACK-UP UB (6) DISK PACK

428 : PHASE IV - BLANK 9-TRK MAGNETIC TAPES (14)
 - LANDBAT II CCT'S (3)

433 : DEC CLASS-90 PARTS BOOK
 FFP ENGINEERING DRAWINGS
 BLANK 9-TRK MAGNETIC TAPES (4)
 PHASE IV ACCEPTANCE TEST CCT'S AND SYSTEM SAVE TAPES (13)

429 : PHASE IV TOPB-20 SOURCE TAPES
 PHASE IV TRAFFIC-20 SOURCE TAPES

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PHASE IV DOCUMENTATION FLOPPY DISKS CONTAINED IN 4 BOXES
(APPROXIMATELY 40 DISKS)
PHASE IV DEC-20 MAINTENANCE FLOPPY DISKS (APPROXIMATELY 60 DISKS)
PHASE IV DEC-20 TOPB-20 RELEASE 3 DIRECTORIES LISTINGS

430 PHASE IV DEC-20 BAVE TAPES (17 TAPES)

442 PHASE IV (DMF) DEC-20 SORT MERGE MANUAL (AA-4184C-TH) (10 COPIES)
PHASE IV (DMF) DEC-20 OPERATORS GUIDE (AA-4174C-TH) (10 COPIES)

439 PHASE IV (DMF) DEC-20 DEC SYBERR MANUALS (10 COPIES)
PHASE IV (DMF) DEC-20 COBOL-48 LANGUAGE REFERENCE MANUALS (10 COPIES)
PHASE IV (DMF) DEC-20 DBM-20 PROGRAMMER PROCEDURE MANUALS (10 COPIES)
PHASE IV (DMF) DEC-20 MONITOR CALLS USER'S GUIDE (10 COPIES)
PHASE IV (DMF) DEC-20 BATCH REFERENCE MANUAL (10 COPIES)
PHASE IV (DMF) DEC-20 BASIC USER'S GUIDE (10 COPIES)
PHASE IV (DMF) DEC-20 GETTING STARTED WITH DEC-20 (10 COPIES)
PHASE IV (DMF) DEC-20 MACRO ASSEMBLER REFERENCE MANUAL (10 COPIES)

441 PHASE IV (DMF) DEC-20 EDIT USER GUIDE (10 COPIES)
PHASE IV (DMF) DEC-20 COBOL UTILITIES MANUAL (10 COPIES)
PHASE IV (DMF) DEC-20 DBM-20 PROGRAMMING PRACTICES MANUAL (10 COPIES)
PHASE IV (DMF) DEC-20 FORTRAN REFERENCE MANUAL (10 COPIES)
PHASE IV (DMF) DEC-20 DBM-20 ADMINISTRATORS PROCEDURE MANUAL (10 COPIES)

438 PHASE IV (DMF) DEC-20 HARDWARE REFERENCE MANUALS
401, 402, 403. PHASE IV DOCUMENTATION CONSISTING OF SYSTEM REQUIREMENTS,
404, 405, 406. CONCEPTUAL DESIGN, DETAIL DESIGN, TEST PLANS, TEST
407, 408, 409. REPORTS AND OTHER ANCILLARY DOCUMENTS
410, 411, 412.
413, 414, 415.
416, 417, 418.
419, 420, 421

1401, 1402. PHASE IV DOCUMENTATION AND MANUALS CONSISTING OF SYSTEM
1403, 1404. REQUIREMENTS, CONCEPTUAL DESIGN, DETAIL DESIGN, TEST
1405, 1406. PLANS, TEST REPORTS AND OTHER ANCILLARY DOCUMENTS
1407, 1408.
1409, 1410.
1411, 1412.
1413, 1414.
1415

440 PHASE IV (DMF) DEC-20 SORT MERGE MANUAL (AA-4184C-TH) (10 COPIES)
PHASE IV (DMF) DEC-20 OPERATORS GUIDE (AA-4174C-TH) (10 COPIES)

439 PHASE IV (DMF) DEC-20 DEC SYBERR MANUALS (10 COPIES)
PHASE IV (DMF) DEC-20 COBOL-48 LANGUAGE REFERENCE MANUALS (10 COPIES)
PHASE IV (DMF) DEC-20 DBM-20 PROGRAMMER PROCEDURE MANUALS (10 COPIES)
PHASE IV (DMF) DEC-20 MONITOR CALLS USER'S GUIDE (10 COPIES)
PHASE IV (DMF) DEC-20 BATCH REFERENCE MANUAL (10 COPIES)
PHASE IV (DMF) DEC-20 BASIC USER'S GUIDE (10 COPIES)
PHASE IV (DMF) DEC-20 GETTING STARTED WITH DEC-20 (10 COPIES)
PHASE IV (DMF) DEC-20 MACRO ASSEMBLER REFERENCE MANUAL (10 COPIES)

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441 : PHASE IV (DNF) DEC-20 EDIT USER GUIDE (10 COPIES)
 : PHASE IV (DNF) DEC-20 CONOL UTILITIES MANUAL (10 COPIES)
 : PHASE IV (DNF) DEC-20 DBMS-20 PROGRAMMING PRACTICES MANUAL (10 COPIES)
 : PHASE IV (DNF) DEC-20 FORTRAN REFERENCE MANUAL (10 COPIES)
 : PHASE IV (DNF) DEC-20 DBMS-20 ADMINISTRATORS PROCEDURE MANUAL (10 COPIES)
 :
 438 : PHASE IV (DNF) DEC-20 HARDWARE REFERENCE MANUALS
 :
 401, 402, 403, : PHASE IV DOCUMENTATION CONSISTING OF SYSTEM REQUIREMENTS,
 404, 405, 406, : CONCEPTUAL DESIGN, DETAIL DESIGN, TEST PLANS, TEST
 407, 408, 409, : REPORTS AND OTHER ANCILLARY DOCUMENTS
 410, 411, 412, :
 413, 414, 415, :
 416, 417, 418, :
 419, 420, 421 :
 :
 1401, 1402, : PHASE IV DOCUMENTATION AND MANUALS CONSISTING OF SYSTEM
 1403, 1404, : REQUIREMENTS, CONCEPTUAL DESIGN, DETAIL DESIGN, TEST
 1405, 1406, : PLANS, TEST REPORTS AND OTHER ANCILLARY DOCUMENTS
 1407, 1408, :
 1409, 1410, :
 1411, 1412, :
 1413, 1414, :
 1415 :
 :
 431 : DEC VT-78 FLOPPY DISKS
 : PDP-8 MANUALS
 : PHASE IV (DNF) TEST REPORTS (DNF-023)
 :
 9749.3.10 (7) : FILE FOLDER - PHASE IV ORAL VU-GRAPHS
 : FILE FOLDER - PHASE IV SYSTEM SPECIFICATION
 : FILE FOLDER - PRELIMINARY DESIGN REVIEW (5 COPIES)
 : FILE FOLDER - PHASE IV ORALS
 : FILE FOLDER - TECHNICAL PROPOSAL
 : FILE FOLDER - PROPOSAL ADDENDUM
 : FILE FOLDER - REQUEST FOR PROPOSAL (RFP)
 : FILE FOLDER - DNF ACCEPTANCE TEST REPORT VOL I, II, III, IV, V, VI,
 : VII, VIII, IX, XII, XIII (DNF-023)
 : FILE FOLDER - IRAN SUMMARY INFORMATION 1980
 : FILE FOLDER - IRAN PRESS RELEASES
 : FILE FOLDER - IRAN MEMOS
 : FILE FOLDER - IRAN STARTUP AND MISCELLANEOUS MEMOS
 : FILE FOLDER - MISCELLANEOUS CORRESPONDENCE TO THE CUSTOMER (IRAN)
 : FILE FOLDER - LATEST IRAN STATUS
 : FILE FOLDER - IRAN STARTUP
 : FILE FOLDER - M & O TEAM BENEFITS
 : FILE FOLDER - DRAFT DOCUMENT - TEST PATTERN GENERATOR MODULE DESIGN
 : SPECIFICATIONS
 : - DRAFT DOCUMENT - BENCHMARK OF METHODS TO MOVE LARGE
 : AMOUNTS OF DATA
 :
 1301 : PHASE V OPERATING MANUAL

Included in the above listing, subject to the limitations of Paragraph 4c of the Memorandum of Understanding, are the following:-

- a. System requirements documents consisting of system description and specifications, subsystem requirements documents, and interface control documents.
- b. System conceptual design specifications.
- c. System detail design documents consisting of subsystem detailed design specifications, module design specifications, and file-format documents.
- d. Auxiliary documents consisting of system memos, problem reports, test plan documents, user (interface) manuals/operating guides.
- e. *System program source listings with comments*

GE acknowledges the receipt of Iranian Remote Sensing Center telex dated November 27, 1984, which it will consider in connection with the shipment of Existing Deliverables and the preparation of packing lists therefor.

EXHIBIT A to Memorandum of Understanding

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه داری و دعوی ایران - احوالات ضد
ثبت شد - FILED	
Date 24 JUL 1985	تاریخ ۱۳۶۴ / ۵ / ۲
No. 359	شماره

EXHIBIT "B"
Terms and Conditions of the
First Letter of Credit

NATIONAL WESTMINSTER BANK PLC

International Banking Division
Documentary Credits Department
Overseas Branch
National Westminster Tower
25 Old Broad Street
London EC2N 1HQ

credit number

IRREVOCABLE DOCUMENTARY CREDIT of issuing bank/of advising bank

Advising Bank

Applicant

PLAN AND BUDGET MINISTRY
ISLAMIC REPUBLIC OF IRAN
P O BOX 11365/6713
TEHRAN, IRAN
TELEX 212642 (PLAN IR)

Beneficiary

Amount

GENERAL ELECTRIC COMPANY
SPACE SYSTEMS DIVISION
P O BOX 8555
PHILADELPHIA PENNSYLVANIA
USA

US \$ 625,000 (say six hundred
and twenty-five thousand US
Dollars)

Expiry

For payment in New York

(Handwritten signature and initials)

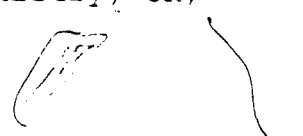
Dear Sir(s)

We hereby issue in your favour this documentary credit which is available by your sight draft on National Westminster Bank PLC, London accompanied by the following documents:

1. Signed Commercial Invoice in triplicate, certified as to origin by U.S. Chamber of Commerce, indicating "Existing Deliverables valued in accordance with the terms of the Revised Memorandum of Understanding dated July 22, 1985 between Plan and Budget Ministry and General Electric Company."
2. Your Certificate that you have shipped to Plan and Budget Ministry (successor to Plan and Budget Organization) ALL "Existing Deliverables" as defined in the Revised Memorandum of Understanding dated July 22, 1985 between Plan and Budget Ministry and General Electric Company ("MOU").
3. Packing lists in triplicate.
4. Clean airway bill marked "freight prepaid" bearing the flight stamp, consigned to Iranian Remote Sensing Center of the Plan and Budget Ministry, for all software referred to in Paragraph 4 (b) of the MOU, as well as all documentation for Phase II as shown in Exhibit A of the MOU.
5. For the remaining part of the "Existing Deliverables":

Full set of clean on board bills of lading, issued to shipper's order and endorsed in blank or to Iranian Remote Sensing Center of the Plan and Budget Ministry, marked "freight prepaid", OR;

clean airway bill marked "freight prepaid" bearing the flight stamp, consigned to Iranian Remote Sensing Center of the Plan and Budget Ministry, OR;

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full set of clean fiata combined transport bill of lading, marked "freight prepaid", evidencing goods actually "en route", issued or endorsed to order of Iranian Remote Sensing Center of the Plan and Budget Ministry.

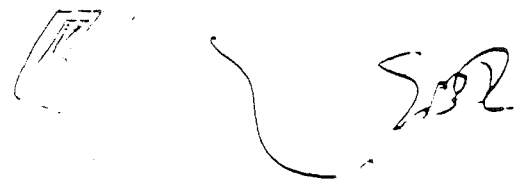
6. Insurance Policy/Certificate in negotiable form dated not later than the on board date of the bill of lading or from the date of "taking in charge" as indicated on any other Transport Document for US \$ 625,000 plus 10%.

We undertake to notify by telex the Co-Registrars of the Iran-United States Claims Tribunal, Parkweg 13, 2585 JH The Hague (telex 844-34506) within three business days after you have drawn funds under this credit, stating "Please be advised that General Electric Company, claimant in Case 359, has drawn funds under that Letter of Credit described in Exhibit B to the Revised Memorandum of Understanding, dated July 22, 1985."

All charges in respect of this Letter of Credit are for your account, therefore, kindly note our opening commission of 2‰ (two per mille) per quarter or part thereof amount to US \$, which please remit to us immediately mentioning our reference DC
Our payment fee 1‰ (one per mille) flat will be deducted from the proceeds at the time of payment. Any interest we accrue on funds received in cover of this Letter of Credit is for your account.

Except so far as otherwise expressly stated this credit is subject to Uniform Customs and Practice for Documentary Credits (1983 Revision) International Chamber of Commerce Publication No. 400.

Your draft must indicate the credit number of the issuing bank.

Handwritten signature and initials, possibly "SBR", in the bottom right corner of the document.

Despatch/Shipment from USA to
Iran on the basis of Freight
Carriage and Insurance paid
per Incoterms (1980)

Partial drawing
Prohibited

Transshipment
Permitted

SPECIAL CONDITIONS

Advising Bank to send documents
to issuing bank as marked

Originals and Duplicates by
separate airmails or all one
airmail (delete as applicable)

We hereby engage that payment
will be duly made against drafts
and documents presented in
conformity with the terms of
this credit.

Advising Banks Notification

Yours faithfully

National Westminster Bank PLC

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IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه داری دعاوی ایران - ایالات متحده
ثبت شد - FILED	
Date	24 JUL 1985 تاریخ
No.	۱۳۶۴ / ۵ / ۲ شماره
359	

EXHIBIT "C"

Terms and Conditions of the
Spares Letter of Credit

NATIONAL WESTMINSTER
BANK PLC

International Banking Division
Documentary Credits Department
Overseas Branch
National Westminster Tower
25 Old Broad Street
London EC2N 1HQ

credit number

IRREVOCABLE DOCUMENTARY CREDIT Of issuing bank / Of advising bank

Advising Bank

Applicant

PLAN AND BUDGET MINISTRY
ISLAMIC REPUBLIC OF IRAN
P O BOX 11365/6713
TEHRAN, IRAN
TELEX 212642 (PLAN IR)

Beneficiary
GENERAL ELECTRIC COMPANY
SPACE SYSTEMS DIVISION
P O BOX 8555
PHILADELPHIA PENNSYLVANIA
USA

Amount
US\$600,000
(say sixhundred
thousand US
Dollars)

Expiry

For payment in New York,
within five (5) years from
the date hereof

Dear Sir(s)

We hereby issue in your favour this documentary credit which is available by your sight draft drawn on National Westminster Bank PLC, London, accompanied by the following documents:

EITHER

A. 1. Signed Commercial Invoice in triplicate, certified as to origin by U.S. Chamber of Commerce, indicating 'spare parts for Iranian Remote Sensing Center in accordance with the terms of the Revised Memorandum of Understanding dated July 1985 between Plan and Budget Ministry and General Electric Company.'

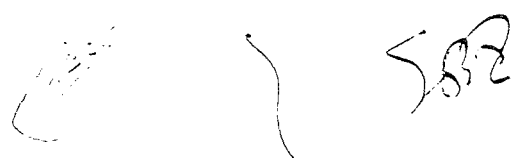
2. Packing lists in triplicate.

3. Full set of clean on board bills of lading, issued to shipper's order and endorsed in blank or to Iranian Remote Sensing Center of the Plan and Budget Ministry, marked "freight prepaid", OR;

clean airway bill, marked "freight prepaid" bearing the flight stamp, consigned to Iranian Remote Sensing Center of the Plan and Budget Ministry, OR;

full set of clean fiata combined transport bill of lading marked "freight prepaid", evidencing goods actually "en route" issued or endorsed to order of Iranian Remote Sensing Center, OR;

a negotiable receipt issued by a warehouse located in Europe either to order of General Electric Company and endorsed in blank or to order of

Handwritten signature and initials, possibly 'SBE' or similar, in the bottom right corner of the page.

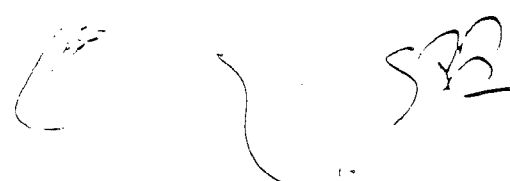
Iranian Remote Sensing Center of the Plan and Budget Ministry, together with your certificate that you are unable for reasons of excusable delay beyond your control to ship to Iran.

4. Insurance Policy/Certificate in negotiable form dated not later than the on board date of bill of lading or from the date of 'taking in charge' as indicated on any other Transport Document for the value of the shipment plus 10%, if Iranian Remote Sensing Center elects to request shipment of spares Freight Carriage and Insurance Paid, as per paragraph 7(d) of the Revised Memorandum of Understanding dated July 1985.

AND/OR

- B. Certificate signed by the Head of the Plan and Budget Ministry or his fully authorized representative(s) authorizing you to draw the amount of your draft to cover Plan and Budget Ministry's share of certain expenses under the Revised Memorandum of Understanding dated July , 1985.

All charges in respect of this letter of credit are for your account, therefore, kindly note our opening commission of 2‰ (two per mille) per quarter or part thereof amount to US\$....., which please remit to us immediately mentioning our reference DC..... . Our payment fee 1‰ (one per mille) flat will be deducted from the proceeds at the time of payment. Any interest we accrue on funds received in cover of this letter of credit is for your account.

A large, stylized handwritten signature or set of initials, possibly 'SFB', is located in the bottom right corner of the page.

Promptly after the expiry of this credit, or on the expiry of our Letter of Credit No.((referring to Exhibit B)) without any drawing thereunder by you, we engage to pay the balance of any funds received by us in cover of this credit and of Letter of Credit No. to Bank of Settlement N.V. Netherlands with the request that it add such amount to the Security Account for the benefit of Iran subject to the terms of the Algerian Declaration.

Except so far as otherwise expressly stated this credit is subject to Uniform Customs and Practice for Documentary Credits (1983 Revision) International Chamber of Commerce Publication No. 400.

Each draft must indicate the credit number of the issuing bank.

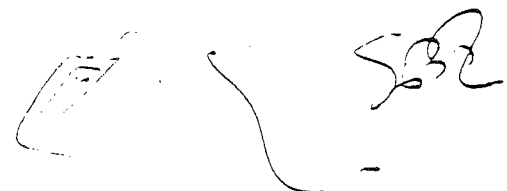
Despatch/Shipment from USA	Partial Shipments	Transship-
to IRAN on the basis of	are permitted	ments
Freight Carriage Paid or		permitted
Freight, Carriage and		
Insurance Paid per		
Incoterms (1980)		

SPECIAL CONDITIONS

Advising bank to send documents	Originals and duplicates
to issuing bank as marked	by separate airmails or
	all by one airmail (delete as applicable)

We hereby engage that payment	Advising banks notifi-
will be duly made against drafts	cation
documents presented in conformity with the terms of this credit.	

Yours faithfully
National Westminster Bank PLC

Handwritten signature and initials, including a large 'S' and 'B' and a checkmark.

GENERAL ELECTRIC

SPACE SYSTEMS DIVISION

GENERAL ELECTRIC COMPANY • VALLEY FORGE SPACE CENTER • PO BOX 8555 • PHILADELPHIA, PENNSYLVANIA 19101 • (215) 354-1000

POWER OF ATTORNEY

Know all men by these presents that I, Allan J. Rosenberg, Vice President and General Manager of the Space Systems Division of the General Electric Company, do hereby appoint Gordon H. Clarke and Stephen B. Ives, Jr., or either of them, my attorney in fact and authorized representative to approve and to execute, on behalf of the General Electric Company, amendments to the Memorandum of Understanding between Plan and Budget Organization of the Islamic Republic of Iran ("PBO"), and General Electric Company ("GE"), dated December 7, 1984 and to file said Memorandum of Understanding, and any amendments thereto, and all related documents, with the Iran-United States Claims Tribunal in The Hague, Netherlands.

This authority shall expire the 31st day of December, 1985.

Witness my hand this 2ND day of July 1985.

Subscribed and sworn to before
me this 2ND day of July, 1985.


Allan J. Rosenberg
Vice President and General Manager
Space Systems Division
General Electric Company


Mildred J. Penna
Notary Public
My Commission Expires: 9/17/88





ISLAMIC REPUBLIC OF IRAN
PLAN AND BUDGET ORGANIZATION

In The Name of God

Our Ref.: _____

Date: 64/4/19

Encl.: 1-3979

Power of Attorney

We, Ministry of Plan & Budget

Address: Baharestan Sq. Tehran, IRAN.

Duly established and existing in accordance with the laws of Iran, here-in-after referred to as Principal, hereby assign, designate and empower Mr. Ali Kolahdooz Esfahani Deputy Minister & Acting Project Manager of Iranian Remote Sensing Center and Mr. Ismael Bakhshi Dezfouli, Attorney at Law, here-in-after referred to as Representative(s), to act jointly and severally for and in the name of the principal as follows:

1. To represent the Principal in all negotiations to be held at any time and in any place for the settlement of any and all claims and liabilities, pertinent to and in connection with the Principal, vis-a-vis the American Company, General Electric.
2. To conclude, issue and sign as well as to rescind, and terminate, any agreement(s) under any terms, provisions and conditions with the above mentioned Company for the settlement of the claims and liabilities referred to above.
3. To take all other actions and to issue, sign and deliver as well as to receive any and all documents including notices, declarations, statements, letters,



ISLAMIC REPUBLIC OF IRAN
PLAN AND BUDGET ORGANIZATION

Our Ref.:

Date:

Encl.:

applications and other correspondence as may be deemed necessary for the settlement of the claims and liabilities referred to above.

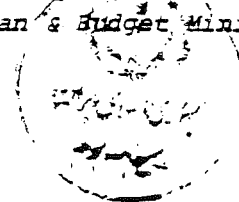
All actions taken, as well as all documents signed by the Representative(s), shall be legally valid and binding on the Principal, same as such actions were made and such documents were issued directly by the Principal. This Power of Attorney has been vested to the above mentioned Representative(s) in Tehran on 1 July 1985.

Massoud Roghani Zanjani

MASSOUD ROGHANI ZANDJI

Acting Minister

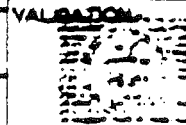
Plan & Budget Ministry



**EXPORT
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INTERNATIONAL TRADE ADMINISTRATION**Not to be used unless the Office
of Export Administration has
authorized export therefrom.

LICENSE NUMBER

8878662

Information furnished hereon is subject to the provisions of Section 120
of the Export Administration Act of 1979, 50 U.S.C. 2611(c), and its
amendments, and is controlled by law.

50509

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EXPIRES ON:

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suspension, or revocation without prior notice.

APPLICATION REFERENCE NO.

(215) 354-2076

LICENSEE

General Electric Company
Space Systems Division
P. O. Box 8555
Philadelphia, Pa. 19101

9011913

EXPORTER'S I.O. NO.

PURCHASER

Same as Item 7

CONSIGNEE IN COUNTRY OF ULTIMATE
DESTINATION

Iranian Remote Sensing Center
Plan & Budget Organization of
the Islamic Republic of Iran
Tehran, Iran

OEA USE ONLY

INTERMEDIATE CONSIGNEE

OEA USE ONLY

Description

QUANTITY	DESCRIPTION OF COMMODITIES OR TECHNICAL DATA	EXPORT CONTROL COMMODITY NUMBER AND PROCESSING CODE	UNIT PRICE	TOTAL PRICE
1	Unshipped balance of Landest Ground Station.	4590 B CS		\$625,000.00
				\$625,000.00
			TOTAL	0

The Export Administration Regulations require you to take the following actions when exporting under the authority of this license.

- Record the Export Control Commodity Number in parentheses directly below the corresponding Schedule B Number on each Shipper's Export Declaration (SED).
- Record your License Number in the Commodity description column on each SED.
- Place a Destination Control Statement on all bills of lading, airway bills, and commercial invoices.
- Enter details of each shipment made against the license, on the reverse side of license.
- Sign and return license to the Office of Export Administration, P.O. Box 273, Washington, D.C. 20044, (a) when it is fully used, (b) when it has expired or (c) when it has been determined that it will no longer be used.

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