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IMS TRIBUNAL

دیوان دآوری دعاوی ایران - ایالات متحدہ

ORIGINAL DOCUMENTS IN SAFE

Case No. 384

Date of filing: 19. Jan 1987

** AWARD

- Type of Award

on Agreed Terms

- Date of Award

19. Jan 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

87

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه داوری دعاوی ایران - ایالات متحدہ
ثبت شد - FILED	
Date	19 JAN 1987 تاریخ ۱۳۶۵ / ۱۰ / ۲۹
No.	384 شماره

CASE NO. 384

CHAMBER TWO

AWARD NO. 287-384-2

LOUIS BERGER INTERNATIONAL, INC,

Claimant,

and

PLAN & BUDGET ORGANIZATION OF IRAN,

Respondent.



AWARD ON AGREED TERMS

1. LOUIS BERGER INTERNATIONAL, INC. ("the Claimant") on its own behalf and on behalf of its subsidiaries, parents, affiliates, successors, and assignees whether or not named in the Statement of Claim and other pleadings filed by the Claimant in this Case and the PLAN AND BUDGET MINISTRY OF THE ISLAMIC REPUBLIC OF IRAN (formerly the Plan and Budget Organization) ("the Respondent") have entered into a Settlement Agreement dated 10 December 1986 and filed on 8 January 1987 ("the Settlement Agreement") resolving the matters in dispute between them. Under the terms of the Settlement Agreement, the Claimant and the Respondent have agreed, inter alia, that the Respondent shall pay the Claimant the amount of US\$ 250,000 in full, complete, and final settlement of all disputes, differences, claims and counterclaims arising out of the relationships, contracts, and occurrences between the Parties in Case No. 384 and the Claimant shall indemnify the Respondent against any claims that may be raised by the Claimant or third persons in connection with the Statement of Claim in this Case and covered by the Settlement Agreement.

2. On 8 January 1987, a Joint Request from the Parties was filed, signed by a representative of the Claimant on the one hand and a representative of the Respondent and the Agent of the Government 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 of the Tribunal Rules. The Settlement Agreement together with the Joint Request 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.

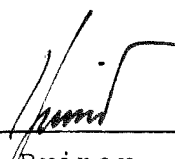
5. For the foregoing reasons,

THE TRIBUNAL AWARDS AS FOLLOWS:

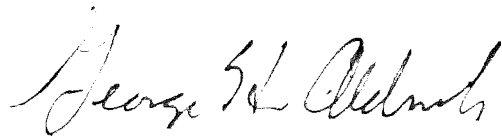
The Settlement Agreement filed with the Joint Request is hereby recorded as an Award on Agreed Terms, binding on the Parties in full settlement of the entire Case. Consequently, the Respondent the PLAN AND BUDGET MINISTRY OF THE ISLAMIC REPUBLIC OF IRAN shall pay the Claimant LOUIS BERGER INTERNATIONAL, INC. the amount of two hundred and fifty thousand United States dollars and no cents (U.S.\$250,000) which obligation shall be satisfied by payment out of the Security Account established pursuant to Paragraph 7 of the Declaration of the Democratic and Popular Republic of Algeria of 19 January 1981.

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

Dated, The Hague
19 January 1987



Robert Briner
Chairman



George H. Aldrich

In the name of God,



Hamid Bahrami-Ahmadi

IN THE NAME OF GOD

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه داری و مالی ایران-ایالات متحده
ثبت شد - FILED	
Date	8 JAN 1987 تاریخ ۱۳۶۵ / ۱۰ / ۱۸
No.	384 شماره

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

Case No. 384, Chamber 2

JOINT REQUEST FOR ARBITRAL AWARD ON AGREED TERMS

Pursuant to Article 34 of the Tribunal Rules of Procedure the Plan and Budget Ministry of the Islamic Republic of Iran, (PBM), previously Plan and Budget Organization (PBO), on the one part, and Louis Berger International Inc., a corporation organized and existing under the laws of the State of New Jersey, U.S.A., acting for itself and on behalf of its parent companies, affiliates and subsidiaries, whether or not named in the Statement of Claim and other submissions filed by Claimant in Case No. 384, hereinafter called "Claimant", jointly request that the Iran-United States Claims Tribunal (the Tribunal) issue an Arbitral Award on Agreed Terms that will record and give effect to the Settlement Agreement reached by the Parties in Case No. 384.

On December 10, 1986, PBM and Claimant entered into a Settlement Agreement, a copy of which is attached hereto, providing that Claimant will be paid the amount of two hundred and fifty thousand U.S. dollars (US\$250,000) hereinafter "the Settlement Amount" in complete, full and final settlement of all disputes, differences, and claims now

existing or capable of arising between them in connection with Case No. 384.

The undersigned request the Tribunal to record the Settlement Agreement as an Arbitral Award on Agreed Terms, with payment to Louis Berger International Inc., to be made from the Security Account and consider and declare as terminated, dismissed and withdrawn the Case No. 384.

Respectfully submitted,

Agent of the Government of
the Islamic Republic of
Iran to the Iran-United
States Claims Tribunal

Louis Berger International
Inc.,

By _____

By _____
(As per Powers of Attorney
attached)

Date _____

Date 11 DEC 86

Plan and Budget Ministry
of the Islamic Republic
of Iran

By M. ALVIRI _____

Date 11 Dec. 86

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IRAN-UNITED STATES CLAIMS TRIBUNAL	دادگاه دادرسی داری ایران-ایالات متحده
FILED - ثبت شده	
Date	8 JAN 1987 تاریخ
	۱۳۶۵ / ۱۰ / ۱۸
No.	384 شماره

IN THE NAME OF GOD

Iran-U.S. Claims Tribunal

SETTLEMENT AGREEMENT OF CASE NO. 384

CHAMBER TWO

This Settlement Agreement is concluded this 10th day of December 1986 by and between the Plan and Budget Ministry of the Islamic Republic of Iran (PBM) formerly the Plan and Budget Organization (PBO), on one part, and Louis Berger International Inc., a company organized and existing under the laws of the State of New Jersey, USA, hereinafter called "Claimant" on the other part, which for the purpose of this Settlement Agreement represent itself and its subsidiaries, parents, affiliates, successors and assignees, whether or not named in the Statement of Claim and other documents filed by the Claimant in Case No. 384, Chamber Two.

WHEREAS, Claimant has raised certain claims as contemplated in the Statement of Claim and other submissions filed with the Iran-United States Claims Tribunal (hereinafter "the Statement of Claim") against PBM;

WHEREAS, PBM in responding to the Statement of Claim, has filed its Statement of Defence and Counterclaims, whereby raising certain counterclaims against Claimant;

WHEREAS, the Parties have agreed to settle all their claims, counterclaims, disputes, and differences outstanding or capable of arising between them;

Now, therefore, in consideration of and under the conditions set forth herein, the Parties agree as follows:

Article I

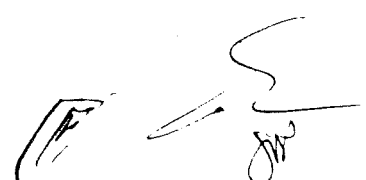
To settle, dismiss and terminate forever and with prejudice all disputes, differences, claims, counterclaims and matters directly or indirectly raised or capable of arising out of the relationships, contracts and occurrences, between the Parties related to Case No. 384.

Article II

The Parties agree to submit this Settlement Agreement to the Tribunal on or before 10 January, 1987 together with a joint motion requesting it to record and give effect to the provisions of this Settlement Agreement as an Arbitral Award on Agreed Terms. If this Settlement Agreement is not submitted by such date, then, it shall automatically become null and void, and the Parties, without prejudicing their respective rights will be placed in the same position as they were prior to the date of the Settlement Agreement.

Article III

In full, complete and final settlement of all disputes, differences, claims and counterclaims arising out of the relationships, contracts, and occurrences related to this Settlement Agreement, and in consideration of the covenants, premises, transfers, waivers, withdrawals, and other agreements contained herein, the sum of two hundred and fifty thousand U.S. dollars (US\$250,000) (hereinafter "the Settlement Amount") shall be paid to Claimant 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 January 19, 1981.

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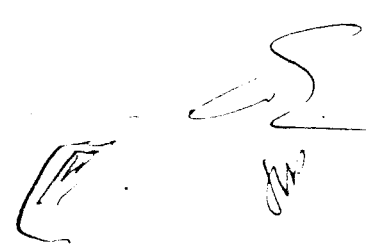
Article IV

(i) Upon the issuance of the Award on Agreed Terms, Claimant shall cause without delay and with prejudice, all proceedings against PBM, and/or against the Islamic Republic of Iran (Iran) in connection with disputes, differences, claims and matters related to Case No. 384 in all courts, forums or any authorities or administrative bodies to be dismissed, withdrawn and terminated, and Claimant shall be barred from instituting and/or continuing with any proceedings before the Iran-United States Claims Tribunal or any other fora, authorities, or administrative bodies, whatsoever, including but not limited to any courts in the United States of America or the Islamic Republic of Iran.

(ii) Upon the issuance of the Award on Agreed Terms, PBM shall cause without delay and with prejudice, all proceedings against Claimant in connection with disputes, differences, claims and matters related to Case NO. 384 in all courts, fora or any authorities or administrative bodies to be dismissed, withdrawn and terminated and PBM shall be barred from instituting and/or continuing with any proceedings before the Iran-United States Claims Tribunal or any other fora, authorities or administrative bodies, whatsoever, including but not limited to any courts in the United States of America or the Islamic Republic of Iran.

Article V

In consideration of the covenants, premises, transfers, waivers and other agreements contained herein, upon the issuance of the Award on Agreed Terms by the Tribunal, Claimant, PBM and Iran shall be released and forever discharged from any claims, counterclaims, rights and interests past, present or future which have been raised or may in

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future arise in connection with disputes, differences, claims and matters related to Case No. 384.

Article VI

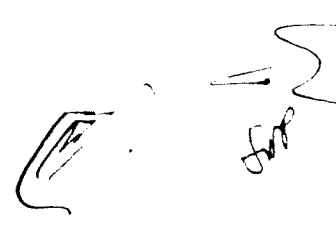
In this Settlement Agreement Claimant's dues for Iranian taxes and social security premiums arising out of any and all contracts, transactions, and relationships enacted between PBM and Claimant, at any time prior to this Settlement Agreement, have been taken into consideration. The liability for the payment of these dues hereby transfers to PBM, and will be paid or otherwise satisfied by PBM. Claimant shall be deemed to be released from these liabilities upon the issuance of the Award on Agreed Terms by the Tribunal.

Article VII

Claimant shall indemnify and hold harmless PBM and Iran against any claim which Claimant, its subsidiaries, parents, affiliates, assignees, transferees, successors, agents or third persons have raised or may raise against PBM and/or Iran in connection with and under the same cause or causes of action contained in the Statement of Claim and/or subject matters of this Settlement Agreement.

Article VIII

Upon the issuance of the Award on Agreed Terms, Claimant and Respondents 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 asserted before the Iran-United States Claims Tribunal, United States courts or elsewhere with respect to matters related to Case No. 384.



Article IX

Upon the issuance of the Award on Agreed Terms, the obligations, declarations, releases, waivers, withdrawals and dismissals contained and referred to in this Settlement Agreement shall become self-executing. After the issuance of the Award on Agreed Terms by the Tribunal no further documents need to be executed in implementing the provisions of this Agreement.

Article X

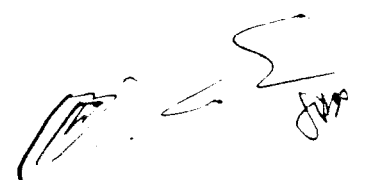
This Settlement Agreement is for the sole purpose of settlement the dispute at issue in Case No. 384. Nothing in this Settlement Agreement shall be relied upon or construed as relevant to or to affect in any way any argument Iran, its agencies, instrumentalities, entities, and/or Respondents have raised, or may raise, concerning the jurisdiction or the merits of this case or other cases whether before the Tribunal or any other fora.

Article XI

The Parties agree that this Settlement Agreement shall be approved and ratified by Iranian authorities. Should for any reason whatsoever they choose not to confirm this Settlement Agreement, then it shall become null and void, and in that event no party to this Settlement Agreement may rely upon, cite or publish its terms or any statements made in the course of settlement discussions.

Article XII

For the purpose of construction and interpretation of the Settlement Agreement the entire agreement shall be read and

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construed as a whole without giving any specific effect to any article separately.

Article XIII

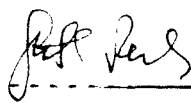
The representatives of the Parties hereto hereby expressly declare that they are duly empowered to sign this Agreement.

Article XIV

This Agreement (in four originals) has been written and signed in both languages of Farsi and English and each text shall have the same equal validity.

The Plan and Budget Ministry
of Iran (PBM)

Louis Berger International
Inc.

By M. ALVIRI  By 
(As per Power of Attorney attached) (As per Power of Attorney attached)

Date 11 Dec. 86

Date 11 Dec 86

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iran

212642 plan ir
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in the name of god

telex no. 32047/32094

power of attorney

we , ministry of plan and 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. morteza alviri deputy ministry and
mr. ismael bakshi 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 Louis Berger International Inc.
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, applications and other
correspondance 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 december 1986.

massoud roghani zanjani
pland budget ministry
no. 1-10020/20/2359

tehran/iran



Power of Attorney

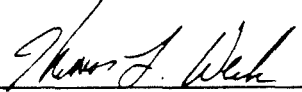
KNOW ALL MEN BY THESE PRESENTS:

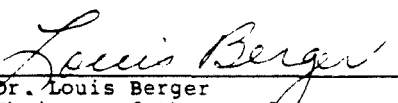
That Louis Berger International, Inc., a corporation duly organized under the laws of the State of New Jersey (hereinafter referred to as the "Principal"), and having its principal place of business in the city of East Orange, New Jersey does hereby make, constitute, and appoint **STANLEY T. PERLOWSKI** its true and lawful Attorney for it, and in its name, place and stead giving and granting unto its Attorney full power and authority to commence and prosecute any suits or actions or other legal proceedings against the Plan and Budget Organization of Iran, including, without limitation, a suit in the Iran-United States Claims Tribunal for monies due to the Principal, and dismiss or otherwise discontinue the same; and also for and in the Principal's name and stead to appear, answer, and defend in all actions and suits whatsoever that may be commenced against said Principal; to settle, adjust and compromise all actions, suits, accounts, claims and demands of the Principal whatever, that now are, or hereafter shall be pending and to do all lawful acts requisite for the effecting of these premises; hereby ratifying and confirming all that the Attorney shall do therein by virtue of these presents. This Power of Attorney will expire on December 3, 1987.

IN WITNESS WHEREOF, Louis Berger International, Inc. has caused its corporate name to be subscribed hereto by its Chairman of the Board and its Corporate seal to be affixed by its Group Vice President this 4th day of December, Nineteen Hundred and Eighty-Six.

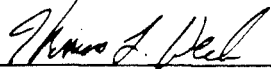
ATTEST:

LOUIS BERGER INTERNATIONAL, INC.


Thomas L. Weck
Group Vice President

By 
Dr. Louis Berger
Chairman of the Board

I, Thomas L. Weck, Group Vice President of Louis Berger International, Inc. hereby certify that this Power of Attorney is authorized by a proper resolution of the Board of Directors of Louis Berger International, Inc. and that Dr. Louis Berger, Chairman of the Board of Louis Berger International, Inc. is authorized to sign this Power of Attorney and the seal affixed hereto is the proper corporate seal.

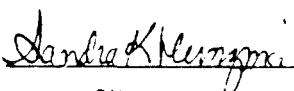

Thomas L. Weck
Group Vice President

STATE OF NEW JERSEY:

:ss.

COUNTY OF ESSEX :

Be it remembered that on this 4th day of December, 1986, before me the subscriber, a Notary Public of the State of New Jersey, personally appeared Dr. Louis Berger who, I am satisfied, is the person who signed the within instrument as Chairman of the Board of Louis Berger International, Inc., the corporation named therein and he thereupon acknowledged that the said instrument made by the corporation and sealed with its corporate seal, was signed, sealed with the corporate seal and delivered by him as such officer and is the voluntary act and deed of the corporation, made by virtue of authority from its Board of Directors.



SANDRA K. NEUMAN

My Commission Expires 10/10/90

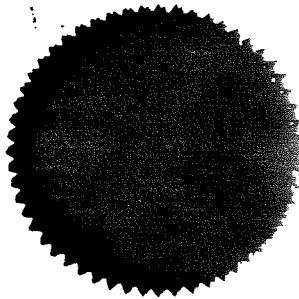


State of New Jersey



Department of State

I, the Secretary of State of the State of New Jersey, do hereby Certify, that NICHOLAS V. CAPUTO Esquire, who hath signed the foregoing Certificate, was, at the doing thereof, and now is COUNTY CLERK in and for the COUNTY OF ESSEX duly ^{ELECTED} ~~appointed~~ commissioned and sworn according to law, and that full faith and credit are to be given to his official attestations; and I further certify, that the Seal thereto annexed is his Official Seal, and that the said signature is in the proper handwriting of the said NICHOLAS V. CAPUTO



In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at Trenton, this 5 day of December A.D. 19 86
James B. Angell
Secretary of State.

[Handwritten signature]