

ORIGINAL DOCUMENTS IN SAFECase No. 86Date of filing: 22 June '90**** AWARD**- Type of Award AAT- Date of Award 22 June '907 pages in English7 pages in Farsi

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**** DECISION** - Date of Decision _____

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**** CONCURRING OPINION** of _____

- Date _____

_____ pages in English

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**** SEPARATE OPINION** of _____

- Date _____

_____ pages in English

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**** DISSENTING OPINION** of _____

- Date _____

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- Date _____

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DUPLICATE
ORIGINAL

نسخہ برابر اصل

CLAIMS OF LESS THAN US\$250,000*,
CASES NOS. 86, B38, B76, B77
FULL TRIBUNAL
AWARD NO. 483-CLAIMS OF LESS
THAN US\$250,000 /86/B38/B76/B77-FT

CLAIMS OF LESS THAN US\$250,000*

THE UNITED STATES OF AMERICA,
on behalf of U.S. nationals,
Claimant,

and

THE ISLAMIC REPUBLIC OF IRAN,
Respondent.

CASE NO. 86

THE GOVERNMENT OF THE UNITED STATES
OF AMERICA,
on behalf and for the benefit of
certain of its nationals,
Claimant,

and

THE ISLAMIC REPUBLIC OF IRAN,
Respondent.

IRAN-UNITED STATES CLAIMS TRIBUNAL	دیوان دآوری دعاوی ایران - ایالات متحدہ
FILED	ثبت شد
DATE	22 JUN 1990
	تاریخ ۱۳۶۹ / ۴ / ۱

* Claims of less than US\$250,000 filed by the United States on behalf of U.S. nationals and pending before the Tribunal, excluding Cases Nos. 12129 and 12130 (see attached List).

CASE NO. B38

THE UNITED STATES OF AMERICA,
Claimant,

and

THE ISLAMIC REPUBLIC OF IRAN,
Respondent.

CASE NO. B76

THE GOVERNMENT OF THE UNITED STATES
OF AMERICA,
Claimant,

and

THE ISLAMIC REPUBLIC OF IRAN,
Respondent.

CASE NO. B77

THE GOVERNMENT OF THE UNITED STATES
OF AMERICA,
Claimant,

and

THE ISLAMIC REPUBLIC OF IRAN,
Respondent.

AWARD ON AGREED TERMS

1. Pursuant to Article 34 of the Tribunal Rules, a Joint Request was filed on 17 May 1990, signed by the Agent of the Government of the United States of America and the Agent of the Government of the Islamic Republic of Iran, requesting that the Tribunal render an Award on Agreed Terms recording and giving effect to the Settlement Agreement in these Cases, dated 13 May 1990, between THE UNITED STATES OF AMERICA ("the United States") and THE ISLAMIC REPUBLIC OF IRAN ("Iran"), providing for certain reciprocal obligations of the United States and Iran.

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

3. By Presidential Order No. 72, the Claims of less than US\$250,000 listed in the attached List and Cases Nos. 86, B38, B76 and B77 were transferred from the respective Chambers to the Full Tribunal for the purpose of dealing with the Joint Request and the Settlement Agreement filed by the United States and the Islamic Republic of Iran on 17 May 1990. The Settlement Agreement includes Cases Nos. B76 and B77, which were originally filed as Cases Nos. 10189 and 11651 respectively, within its definition of "Claims of less than \$250,000".

4. Article II of the Settlement Agreement describes the scope and the subject matter of the Agreement as follows:

"(i) to settle, dismiss, and terminate definitively, forever and with prejudice all the disputes, differences, claims, counterclaims and matters directly or indirectly raised or capable of arising out of the relationships, contracts, transactions, occurrences, obligations, rights and interests contained in, arising out of, or related to the Claims of less than \$250,000, Case No. 86 and Case No. B38.

(ii) To quitclaim and transfer to the Islamic Republic of Iran property of the Claimants as specified in Article VII."

5. Article III of the Settlement Agreement provides, inter alia:

"(i) In consideration of complete, full, final and definitive settlement, liquidation, discharge, and satisfaction of all the disputes, differences, claims, counterclaims and matters directly or indirectly raised or capable of arising out of the relationships, contracts, transactions, occurrences, obligations, rights and interests contained in or related to the Claims of less than \$250,000, Case No. 86 and Case No. B38, the Government of the United States shall be deemed to have espoused the Claims of less than \$250,000, and the comprehensive lump sum amount of U.S.\$105,000,000 (one hundred and five million United States dollars), hereinafter referred to as "the Settlement Amount," shall be paid to the Government of the United States 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. It is agreed that the Notification to the Escrow Agent of the Award on Agreed Terms shall not be issued prior to July 15, 1990, but shall be issued thereafter in the normal course."

6. On 19 June 1990, a submission was filed, signed by the Agent of the Government of the United States of America and the Agent of the Islamic Republic of Iran, stating, inter alia, that "[t]he two Governments have now agreed that the Award on Agreed Terms should be issued by the Tribunal without delay and that the payment notification shall be issued on September 15, 1990, or the first business day thereafter". A copy of this submission is attached.

7. The Tribunal notes that the Settlement Agreement includes within its scope certain claims that are not pending before the Tribunal. While this fact could, in principle, raise questions concerning the standard to be applied by the Tribunal in recording a settlement as an award on agreed terms, an issue addressed by the Tribunal in its Decision No. DEC 8-A1-FT (17 May 1982), reprinted in 1 Iran-U.S. C.T.R. 144, the Tribunal considers that no such questions arise where, as here, it is the two Governments

that have concluded the Settlement Agreement and have made the Joint Request for an Arbitral Award on Agreed Terms. While an award by the Tribunal can be rendered only with respect to claims pending before the Tribunal, nothing prevents the two Governments from including within their Settlement Agreement the settlement of other claims or disputes; and the submission of the Joint Request for an Award on Agreed Terms by the two Governments constitutes a waiver of any objections they could have to payment pursuant to the Award from the Security Account with respect to claims not pending before the Tribunal.

8. In view of the fact that the provisions of the Settlement Agreement and the Joint Request fulfill the requirements of the issuance of an Award on Agreed Terms, the Tribunal accepts the Settlement Agreement in accordance with Article 34, paragraph 1, of the Tribunal Rules.

9. Based on the foregoing,

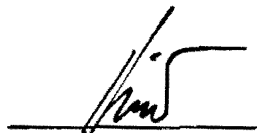
THE TRIBUNAL DETERMINES AS FOLLOWS:

- (a) The Settlement Agreement filed with the Joint Request is hereby recorded as an Award on Agreed Terms, binding on the Parties in full and final settlement of the Claims of less than US\$250,000 listed in the attached List and of Cases Nos. 86, B38, B76 and B77. Each and every one of the Claims of less than US\$250,000 listed in the attached List as well as Cases Nos. 86, B38, B76 and B77 are herewith terminated.
- (b) In accordance with the Settlement Agreement, THE ISLAMIC REPUBLIC OF IRAN shall pay to THE GOVERNMENT OF THE UNITED STATES OF AMERICA the amount of One Hundred and Five Million United States Dollars (US\$105,000,000), which obligation shall be satisfied by payment out of the Security Account established

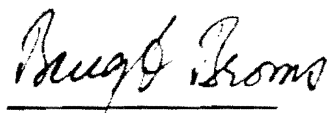
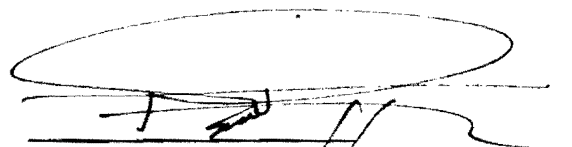
pursuant to Paragraph 7 of the Declaration of the Government of the Democratic and Popular Republic of Algeria dated 19 January 1981.

- (c) This Award is hereby submitted to the President of the Tribunal for the purpose of notification to the Escrow Agent, which notification shall be issued on 15 September 1990, or the first business day thereafter.

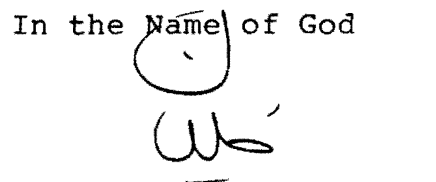
Dated, The Hague
22 June 1990


Robert Briner
President

In the Name of God


Bengt Broms
Gaetano Arangio-Ruiz
Assadollah Noori

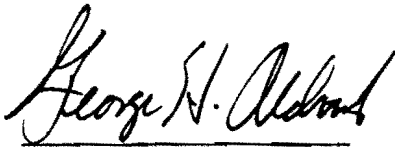
In the Name of God


Howard M. Holtzmann
Seyed Khalil Khalilian

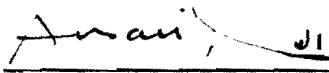
The position taken by the two Governments with respect to the U.S. Government's espousal as reflected in paragraph 5 above, confirms my observations made in

Case No. 10973. See
Lord Corporation v.
IHSRC, Award No.
346-10973-2
(Khalilian Separate
Opinion), reprinted
in 18 Iran-
U.S. C.T.R., 382.

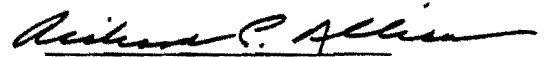
In the Name of God. .



George H. Aldrich



Parviz Ansari Moin



Richard C. Allison

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

IRA / UNITED STATES CLAIMS TRIBUNAL	ایران - ایالات متحده
FILED	ثبت شد
DATE	17 MAY 1990
	تاریخ ۱۳۶۹ / ۲ / ۲۷

JOINT REQUEST FOR ARBITRAL AWARD ON AGREED TERMS

Pursuant to Article 34 of the Tribunal Rules, the United States and the Islamic Republic of Iran jointly request that the Tribunal issue an Arbitral Award on Agreed Terms that will record and give effect to the attached Settlement Agreement.

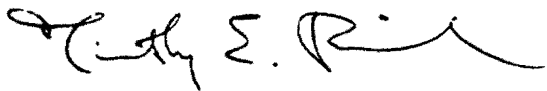
The Settlement Agreement, which was entered into on May 13, 1990, provides that, in consideration of full and final settlement of all the disputes, differences, claims, counterclaims and matters directly or indirectly raised or capable of arising out of the relationships, contracts, transactions, occurrences, obligations, rights and interests contained in or related to the Claims of less than \$250,000 (as defined in the Agreement), Case No. 86 and Case No. B38, the sum of U.S. \$105,000,000 (one hundred five million United States dollars) shall be paid to the Government of the United States out of the Security Account. The Settlement Agreement also provides that the Notification to the Escrow Agent of the Award on Agreed Terms shall not be issued prior to July 15, 1990, but shall be issued thereafter in the normal course.

The undersigned request the Tribunal to record the Settlement Agreement as an Arbitral Award on Agreed Terms and terminate the remaining Claims of less than \$250,000 (as defined in the Agreement), Case No. 86 and Case No. B38, in their entirety and with prejudice.

Respectfully submitted,


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

Date 17.5.1990


Timothy E. Ramish
Agent of the Government
of the United States
to the Iran-U.S.
Claims Tribunal

Date May 17, 1990

IRAN-UNITED STATES CLAIMS TRIBUNAL	دیوان داورى دناوى ایران - ایالات متحده
FILED	ثبت شد
DATE	17 MAY 1990
	۱۳۶۹ / ۲ / ۲۷ تاریخ

SETTLEMENT AGREEMENT IN CLAIMS OF LESS THAN
\$250,000, CASE NO. 86 AND CASE NO. B38

This Settlement Agreement ("Agreement") is made this ۱۳th day of May, 1990 by and between the United States and the Islamic Republic of Iran (both as defined in Article I hereinbelow).

Whereas, pursuant to the provisions of the Declaration of the Government of the Democratic and Popular Republic of Algeria Concerning the Settlement of Claims, dated January 19, 1981 ("Claims Settlement Declaration"), approximately 2800 Claims of less than \$250,000 each and Case No. 86 have been filed by the United States on behalf of the Claimants with the Iran-United States Claims Tribunal ("the Tribunal");

Whereas, a number of the Claims of less than \$250,000 filed with the Tribunal have already been adjudicated by the Tribunal, or settled or withdrawn by the parties, and a number are still pending before the Tribunal;

Whereas, the United States and the Islamic Republic of Iran desire to settle definitively, forever and with prejudice all disputes, differences, claims, counterclaims and matters outstanding or capable of arising in relation to the Claims of less than \$250,000 and/or Case No. 86.

Whereas, the United States and the Islamic Republic of Iran also wish to settle definitively, forever and with prejudice all disputes, differences, claims and matters outstanding or capable of arising in relation to the claims filed in Case No. B38.

Now therefore, in consideration of, and under the terms, conditions, premises, covenants and other agreements contained herein, the United States and the Islamic Republic of Iran agree as follows:

Article I: Definitions

A. For the purposes of this Agreement, the term "the Claims of less than \$250,000" means any and all of the claims of less than \$250,000 each, which have been filed with the Tribunal by the United States on behalf of U.S. nationals, which claims are included in Cases Nos. 10001 through 12785, and which are still pending, whether or not recategorized as Official ("B") Claims

by the Tribunal (such as claims contained in the cases currently numbered B76 and B77) and whether or not the amount of any of such claims is ultimately adjudicated to be more than \$250,000. The United States and the Islamic Republic of Iran agree that claims of U.S. nationals for less than \$250,000 which have been submitted to the United States Department of State but were not timely filed with the Tribunal, as well as claims of U.S. nationals for less than \$250,000 which have been either withdrawn by the Claimants or dismissed by the Tribunal for lack of jurisdiction, shall be considered, for purposes of this Agreement, as Claims of less than \$250,000. This term shall not include the claims in Cases 12129 and 12130, in which settlements have been concluded between the parties.

B. For the purposes of this Agreement, the term "the Claimants" means any and all of the natural or juridical persons or other entities who have made the Claims of less than \$250,000.

C. For the purposes of this Agreement, "the United States" means the Government of the United States of America, any political subdivision of the United States, and any agency, instrumentality or entity controlled by the Government of the United States of America or any political subdivision thereof. The term "the United States" also includes any and all of the Claimants.

D. For the purposes of this Agreement, "the Islamic Republic of Iran" means the Government of the Islamic Republic of Iran, any political subdivision of the Islamic Republic of Iran, and any agency, instrumentality or entity controlled by the Government of the Islamic Republic of Iran or any political subdivision thereof.

E. For the purposes of this Agreement, the terms "the Claims of less than \$250,000," "the Claimants," "the United States" and "the Islamic Republic of Iran" wherever used in this Agreement, whether below or above this Article, shall exclusively have the meaning ascribed to each of them under this Article.

Article II: The Subject Matter

The scope and subject matter of this Agreement are:

(i) to settle, dismiss, and terminate definitively, forever and with prejudice all the disputes, differences, claims, counterclaims and matters directly or indirectly raised or capable of arising out of the relationships, contracts, transactions, occurrences, obligations, rights and interests contained in, arising out of, or related to the Claims of less than \$250,000, Case No. 86 and Case No. B38.

(ii) To quitclaim and transfer to the Islamic Republic of Iran property of the Claimants as specified in Article VII.

Article III: Settlement Amount

(i) In consideration of complete, full, final and definitive settlement, liquidation, discharge, and satisfaction of all the disputes, differences, claims, counterclaims and matters directly or indirectly raised or capable of arising out of the relationships, contracts, transactions, occurrences, obligations, rights and interests contained in or related to the Claims of less than \$250,000, Case No. 86 and Case No. B38, the Government of the United States shall be deemed to have espoused the Claims of less than \$250,000, and the comprehensive lump sum amount of U.S. \$105,000,000 (one hundred and five million United States dollars), hereinafter referred to as "the Settlement Amount," shall be paid to the Government of the United States 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. It is agreed that the Notification to the Escrow Agent of the Award on Agreed Terms shall not be issued prior to July 15, 1990, but shall be issued thereafter in the normal course.

(ii) The Government of the United States hereby attests, represents, and acknowledges that the Settlement Amount is the

sole amount to be paid in consideration of complete, full, final and definitive settlement, liquidation, discharge and satisfaction of the Claims of less than \$250,000, Case No. 86 and Case No. B38, and that after the payment of the Settlement Amount, the Islamic Republic of Iran (including all respondents in the Claims of less than \$250,000) shall not have to pay any other amount and/or shall not have to make any other consideration to the United States or any person whether natural or juridical, in relation to the Claims of less than \$250,000, Case No. 86, and Case No. B38.

(iii) The Government of the United States shall place the Settlement Amount in one or more interest bearing accounts pending distribution. The distribution of the Settlement Amount falls within the sole competence and responsibility of the Government of the United States and shall in no way engage the responsibility of the Islamic Republic of Iran or any Iranian natural or juridical person.

(iv) The United States Department of State shall refer the Claims of less than \$250,000 to the Foreign Claims Settlement Commission, United States Department of Justice, for adjudication.

(v) In adjudicating such claims, the Foreign Claims Settlement Commission shall apply Tribunal precedent concerning both jurisdiction and the merits, and shall take into account all issues including counterclaims and liens. Notwithstanding any other section of this Agreement, the Commission will adjudicate on the merits any claim, among those settled by this Agreement, which the claimant demonstrates to the Commission's satisfaction could have been properly pursued in any forum other than the Tribunal. The Commission shall also take into account, as appropriate, any transfers under Article VII of this Agreement, without in any manner entailing any liability for the Islamic Republic of Iran or for any respondents in Claims of less than \$250,000.

Article IV: Submission to the Tribunal

This Agreement is to be jointly submitted to the Tribunal on or before May 17, 1990 for the issuance of the Award on Agreed Terms. If this Agreement is not submitted by such date, or within such additional time as the parties may agree, or if it is not approved by the Tribunal, 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 in prior to the date of this Settlement Agreement.

Article V: Termination of the Claims

(i) Upon the issuance by the Tribunal of the Award on Agreed Terms, and in contemplation of the payment of the Settlement Amount, the United States shall cause, without delay, all proceedings against the Islamic Republic of Iran (including all respondents in the Claims of less than \$250,000) in relation to the claims, counterclaims and matters related to the Claims of less than \$250,000 and/or Case No. 86 and/or Case No. B38 in all courts, fora, or before any authority or administrative body to be definitively and with prejudice dismissed, withdrawn and terminated, and the United States shall be barred from instituting or continuing with any such proceedings (including interpretive disputes and official claims) before the Tribunal or any other forum, authority or administrative body whatsoever, including but not limited to any court in the United States or the Islamic Republic of Iran. The foregoing shall not affect those proceedings which are envisioned by the United States in Article III (iv) and (v), and which will not in any manner entail any liability for the Islamic Republic of Iran or for any respondents in Claims of less than \$250,000.

(ii) Upon the issuance by the Tribunal of the Award on Agreed Terms, and in contemplation of the payment of the Settlement

Amount, the Islamic Republic of Iran shall cause, without delay, all proceedings against the United States in relation to the claims, counterclaims and matters related to the Claims of less than \$250,000 and/or Case No. 86 and/or Case No. B38 in all courts, fora, or before any authority or administrative body to be definitively and with prejudice dismissed, withdrawn and terminated, and the Islamic Republic of Iran shall be barred from instituting or continuing with any such proceedings (including interpretive disputes and official claims) before the Tribunal or any other forum, authority or administrative body whatsoever, including but not limited to any court in the United States or the Islamic Republic of Iran.

Article VI: Releases

(i) Upon the issuance by the Tribunal of the Award on Agreed Terms, and in contemplation of the payment of the Settlement Amount, the United States shall release and forever and definitively discharge the Islamic Republic of Iran (including all respondents in the Claims of less than \$250,000) from any and all claims, causes of action, rights, interests and demands, whether in rem or in personam, past, present or

future, which have been raised, may in the future be raised, or could have been raised in connection with disputes, differences, claims, counterclaims and matters stated in, related to, arising from, or capable of arising from the Claims of less than \$250,000 and/or Case No. 86 and/or Case No. B38.

(ii) Upon the issuance by the Tribunal of the Award on Agreed Terms, and in contemplation of the payment of the Settlement Amount, the Islamic Republic of Iran shall release and forever and definitively discharge the United States from any and all claims, causes of action, rights, interests and demands, whether in rem or in personam, past, present or future, which have been raised, may in the future be raised, or could have been raised in connection with disputes, differences, claims, counterclaims and matters stated in, related to, arising, or capable of arising from the Claims of less than \$250,000 and/or Case No. 86 and/or Case No. B38.

Article VII: Transfer of Rights, Etc.

Upon the issuance of the Award on Agreed Terms, and in contemplation of the payment of the Settlement Amount, all of

the Claimants' tangible and intangible assets, rights, properties and real estate, of any kind, located in the Islamic Republic of Iran, asserted in the Claims of less than \$250,000 and/or Case No. 86, shall be quitclaimed and transferred unconditionally, irrevocably and without any right to recourse, "as is and where is," to the Islamic Republic of Iran.

Article VIII: Waiver of Costs

Upon the issuance by the Tribunal of the Award on Agreed Terms, and in contemplation of the payment of the Settlement Amount, the United States and the Islamic Republic of Iran shall waive any and all claims for costs against each other (including attorneys' fees) arising out of or related to the arbitration, prosecution or defense of the claims and counterclaims asserted before the Tribunal, Iranian courts, United States courts or elsewhere with respect to matters involved or which could be involved in the Claims of less than \$250,000, Case No. 86 and/or Case No. B38.

Article IX: Delivery of Documents

(i) Within three months of receipt of a written request from the Islamic Republic of Iran, the United States agrees to furnish the Islamic Republic of Iran copies of any formal statements of claims submitted by U.S. nationals to the Foreign Claims Settlement Commission, including documentary evidence, as well as the Commission's decisions with respect to the validity and amounts of such claims. The Commission shall require, as a precondition to granting compensation to a claimant, that the claimant furnish any original share certificates and title deeds in his possession concerning assets, rights and properties transferred to the Islamic Republic of Iran under Article VII above. Following the adjudication of each claim, the United States shall furnish such documents to the Islamic Republic of Iran. Where a claimant is able, on justifiable grounds, to prove that the originals of such documents are not in his possession, the Commission shall require from him a notarized affidavit in which the claimant sets out his reasons for not being in possession of the originals of the said documents, and waiving his rights thereto. In such cases, the United States shall furnish the Islamic Republic of Iran with the submitted affidavits and copies of the documents at issue.

(ii) Within three months of receipt of a written request from the Government of the United States, and for a period up to three years following the issuance by the Tribunal of the Award on Agreed Terms, the Islamic Republic of Iran agrees to furnish to the Government of the United States available documents, information, evidence, and records, including details as to the ownership and value of property, rights and interests pertaining to any of the Claims of less than \$250,000.

Article X: Property in the United States

At any time prior to adjudication by the Foreign Claims Settlement Commission, the interested parties to any of the Claims of less than \$250,000 may reach agreements concerning the delivery to the Islamic Republic of Iran of tangible property located in the United States. To become effective, any such agreement must be submitted to, and approved by, the Commission, which shall upon approval authorize any payment due from the Settlement Amount. Property shall be transferred to the Islamic Republic of Iran pursuant to such agreements in accordance with United States law.

Article XI: Effect on Other Cases

This Agreement is for the sole purpose of settling the disputes identified herein. Nothing in this Settlement Agreement shall be relied upon, or construed as relevant to, or affect in any way, any arguments the United States or the Islamic Republic of Iran have raised, or may raise, concerning the jurisdiction or the merits of other cases whether before the Tribunal or any other forum.

Article XII: Construction

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

Article XIII: Self-Execution

Upon the issuance by the Tribunal of the Award on Agreed Terms, and in contemplation of the payment of the Settlement Amount, the releases, dismissals, waivers, withdrawals, and transfers of property located in Iran, contained and referred to in this Settlement Agreement shall automatically become self-executing.

Article XIV: Empowerment

The representatives of the Islamic Republic of Iran and the United States hereby expressly declare that they are duly empowered to enter into and execute this Settlement Agreement.

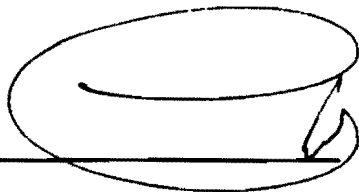
Article XV: Equality of Texts

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

FOR THE ISLAMIC REPUBLIC
OF IRAN

بِسْمِ

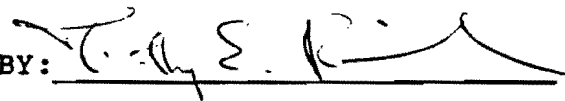
BY: _____



DATE: 23-5-1990

FOR THE UNITED STATES

BY: _____



DATE: May 13 1990

June 19, 1990

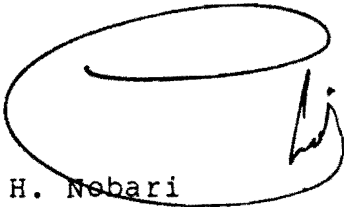
The Full Tribunal
Iran-United States Claims Tribunal
Parkweg 13
The Hague

IRAN-UNITED STATES CLAIMS TRIBUNAL	دیوان داورى دىوارى ایران - ایالات متحده
FILED	ثبت شد
DATE	19 JUN 1990
۱۳۶۹ / ۳ / ۲۹	تاریخ

Dear Sirs:

In Article III of the May 13, 1990, Settlement Agreement in Claims of Less Than \$250,000, Case No. 86 and Case No. B38, the Governments of the Islamic Republic of Iran and the United States agreed that "the Notification to the Escrow Agent of the Award on Agreed Terms shall not be issued prior to July 15, 1990, but shall be issued thereafter in the normal course." The two Governments have now agreed that the Award on Agreed Terms should be issued by the Tribunal without delay and that the payment notification shall be issued on September 15, 1990, or the first business day thereafter.

Respectfully submitted,



Ali H. Nobari
Agent of the Government
of the Islamic Republic
of Iran to the Iran-United
States Claims Tribunal



Timothy E. Ramish
Agent of the Government of
the United States to the
Iran-United States Claims
Tribunal