



CASES NOS. B14/B33

CHAMBER TWO

AWARD NO. 459-B14/B33-2

CASE B14

THE ISLAMIC REPUBLIC OF IRAN
(Ministry of Petroleum, NIOC),
Claimant,

and

THE UNITED STATES OF AMERICA
(US Air Force),
Respondent.

IRAN-UNITED STATES CLAIMS TRIBUNAL	دیوان دآوری دعاوی ایران - ایالات متحدہ
FILED	ثبت شد
DATE	26 DEC 1983
	تاریخ ۱۳۶۸ / ۱۰ / ۵

CASE B33

THE UNITED STATES OF AMERICA
(Department of the Air Force),
Claimant,

THE ISLAMIC REPUBLIC OF IRAN
(The Iranian Air Force),
Respondent.

AWARD ON AGREED TERMS

1. On 15 January 1982, THE ISLAMIC REPUBLIC OF IRAN (Ministry of Petroleum, NIOC) ("Iran") filed claims against THE GOVERNMENT OF THE UNITED STATES (US Air Force) ("United States") seeking payment of unpaid invoices for the cost of fuel received from Iran. This Claim is numbered B14.

2. On 19 January 1982, THE UNITED STATES OF AMERICA (Department of the Air Force) ("United States") filed claims against THE ISLAMIC REPUBLIC OF IRAN (The Iranian Air Force) ("Iran") seeking payment of unpaid invoices for the cost of fuel and de-icing fluid received from the United States. This Claim is numbered B33.

3. Pursuant to Article 34, paragraph 1 of the Tribunal Rules, a Joint Request was filed on 17 November 1989, signed by the Agent of the Government of the United States of America on the one hand and by the Agent of the Government of the Islamic Republic of Iran on the other, requesting that the Tribunal render an Award on Agreed Terms recording and giving effect to the Settlement Agreement in these Cases, dated 3 November 1989, which provides for certain reciprocal obligations of the Parties thereto.

4. Pursuant to a decision of the President dated 21 November 1989, Case B33, pending before Chamber Three, was transferred to Chamber Two in order to facilitate a single Award for the two Cases.

5. Article I of the Settlement Agreement requires, inter alia, that the sum of Three Million United States Dollars (U.S. \$3,000,000.00) be paid to Iran "by means of a check to be delivered to the Agent of the Islamic Republic of Iran simultaneously with the submission of [the Settlement] Agreement to the Tribunal".

6. The Tribunal notes that an "Acknowledgement of Receipt" dated 17 November 1989, signed by the Agent of the Government of the Islamic Republic of Iran and attached to the Joint Request, acknowledges receipt of United States Treasury check No. 3801-20259543, dated 13 November 1989, as stipulated in Article I of the Settlement Agreement.

7. Copies of the Joint Request and the Settlement Agreement are attached hereto.

8. In view of the fact that the provisions of the Settlement Agreement fulfill the requirements for 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. For the foregoing reasons,

THE TRIBUNAL AWARDS AS FOLLOWS:

- (a) The Settlement Agreement filed with the Joint Request is hereby recorded as an Award on Agreed Terms, binding on the Parties in full settlement of both Cases.
- (b) In accordance with the Settlement Agreement, the UNITED STATES OF AMERICA (Department of the Air Force) is obligated to pay IRAN (the Ministry of Petroleum (NIOC) and the Iranian Air Force) the amount of Three Million United States Dollars (U.S.\$3,000,000.00)
- (c) As a check for the above amount was received by the Agent of the Islamic Republic of Iran, simultaneously with the submission of the Settlement Agreement to the Tribunal on 17 November 1989, this Award is final and

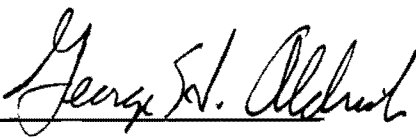
binding on the Parties and settles both Cases in their entirety.

Dated, The Hague
26 December 1989



Robert Briner
Chairman

In the name of God



George H. Aldrich



Seyed K. Khalilian

Before

The Iran-U.S. Claims Tribunal

The Hague, The Netherlands

Case No. B14, Chamber Two

Case No. B33, Chamber Three

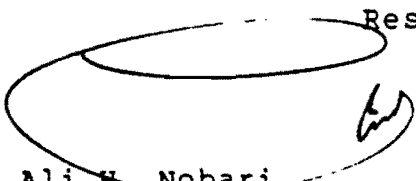
JOINT REQUEST FOR ARBITRAL AWARD ON AGREED TERMS

Pursuant to Article 34 of the Tribunal Rules, the Government of the United States (Department of the Air Force) and the Ministry of Petroleum (NIOC) and the Iranian Air Force of 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.

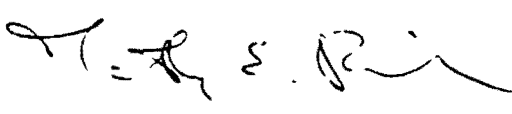
On November 3, 1989, the parties to Cases No. B14 and B33 entered into a Settlement Agreement which provides that the Counterclaimant in Case No. B33 withdraws, irrevocably and with prejudice, all counterclaims it has asserted in that case, and that, in consideration of full and final settlement of all disputes, differences, claims and matters directly or indirectly raised or capable of arising out of the relationships, transactions, contracts and events related to the subject matter of Cases No. B14 and B33, the sum of U.S. \$3,000,000.00 (Three Million Dollars) shall be paid to Iran.

The undersigned request the Tribunal to record the Settlement Agreement as an Arbitral Award on Agreed Terms and terminate Cases No. B14 and B33, and the counterclaims, 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 11/11/89

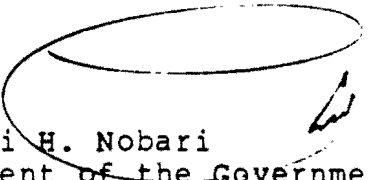

Timothy E. Ramish
Agent of the Government
of the United States
to the Iran-U.S.
Claims Tribunal

Date Nov. 12, 1989

IN THE NAME OF GOD

Acknowledgement of Receipt

I hereby acknowledge receipt, from the Agent of the Government of the United States to the Iran-U.S. Claims Tribunal, of United States Treasury check No. 3801-20259543, dated November 13, 1989, in full and final settlement of Cases No. B14 and B33, in accordance with the Settlement Agreement dated November 3, 1989.



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

Date: 17-11-1989

SETTLEMENT AGREEMENT

~~This Settlement~~ Agreement ("the Agreement") is made this 3rd day of November, 1989, by and between the Government of the United States (Department of the Air Force) (hereinafter referred to as the United States) and the Ministry of Petroleum (NIOC) and the Iranian Air Force of the Islamic Republic of Iran (both hereinafter referred to as Iran).

WHEREAS, the United States and Iran are Parties to Cases No. B14 and B33 with the Iran-U.S. Claims Tribunal ("the Tribunal");

WHEREAS, the United States and Iran wish to settle all claims and disputes which are outstanding or capable of arising in connection with Cases No. B14 and B33 and their subject matters;

THEREFORE, the United States and Iran agree as follows:

Article I

In consideration of full and final settlement of all disputes, differences, claims and matters directly or indirectly raised or capable of arising out of the relationships, transactions, contracts and events related

to the subject matter of Cases No. B14 and B33, the sum of U.S. \$3,000,000.00 (Three Million Dollars) ("the Settlement Amount") shall be paid to Iran.

The Settlement Amount shall be paid by means of a check to be delivered to the Agent of the Islamic Republic of Iran simultaneously with the submission of this Agreement to the Tribunal.

Article II

Upon the issuance by the Tribunal of the Award on Agreed Terms, and in contemplation of payment of the Settlement Amount, the United States and Iran shall cause, without delay and with prejudice, all proceedings in all courts, fora, or before any authority or administrative bodies to be dismissed, withdrawn and terminated, and shall be barred from instituting and/or continuing with any proceedings before the Iran-U.S. Claims Tribunal or any other forum, authority or administrative body whatsoever, including but not limited to any court in the United States of America or the Islamic Republic of Iran, in relation to the claims and matters related to Cases No. B14 and B33.

Article III

1. In consideration of the covenants, premises and other agreements contained herein, upon the issuance of the Award on Agreed Terms by the Tribunal and in contemplation of payment of the Settlement Amount, the United States and Iran shall release and forever discharge each other, their affiliates, agencies and instrumentalities, from any claims, rights, interests and obligations, 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 and matters stated in, related to, arising from, or capable of arising from the subject matter of Cases No. B14 and B33.

2. Should any claims be pending or filed by a third party in any court or forum against any of the Parties hereto based on any assignment or transfer of rights of any kind from one of the Parties hereto in relation to Cases No. B14 or B33, the Party who has effected or caused such assignment or transfer of rights shall be exclusively liable to such third party.

Article IV

Upon the issuance by the Tribunal of the Award on Agreed Terms and in contemplation of payment of the Settlement Amount, the releases, dismissals, waivers and withdrawals contained and referred to in this Settlement Agreement become self-executing. After the issuance of the Award on Agreed Terms by the Tribunal, no further documents need to be executed to implement this Agreement.

Article V

It is agreed that this Settlement Agreement is made in a spirit of private settlement of disputes, that it shall be null and void if not approved by the Tribunal and that it shall not affect any position of the Parties hereto in any matters other than Cases No. B14 and B33. The Parties further agree that they shall not use, or cause any person to use, this Settlement Agreement in the prosecution or defense of any case before the Tribunal or any other forum, except that the Parties may use this Agreement for the purpose of implementing its terms.

Article VI

Upon the issuance of the Award on Agreed Terms, and in contemplation of payment of the Settlement Amount, the United States and Iran shall waive any and all claims for costs (including attorneys' fees) arising out of or related to the arbitration, prosecution or defense of the claims asserted before the Tribunal, United States courts or elsewhere with respect to matters involved in Cases No. B14 and B33 and/or in this Settlement Agreement.

Article VII

The Counterclaimant in Case No. B33 hereby withdraws, irrevocably and with prejudice, all counterclaims it has asserted against the United States in Case No. B33.

Article VIII

This Settlement Agreement is to be submitted to the Tribunal on or before December 29, 1989. If this Settlement Agreement is not submitted by such date, or within such additional time as the Parties may agree, 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 this Settlement Agreement.

Article IX

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

For the Ministry of
Petroleum (NIOC) and
the Iranian Air Force
of the Islamic
Republic of Iran

For the Government of
the United States
(Department of
the Air Force)

By

Date

By

Date

T. H. S. R. M.
Nov. 3, 1989