

IRAN-UNITED STATES CLAIMS TRIBUNAL

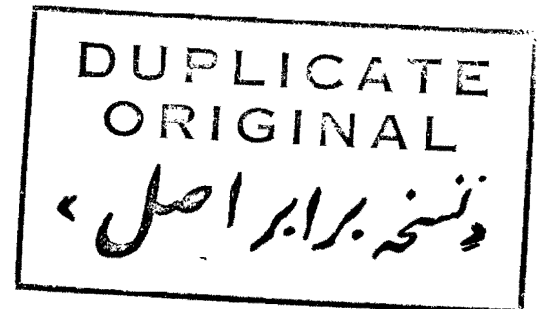
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دیوان دآوری دعاوی ایران - ایالات متحدہ

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه دآوری دعاوی ایران-ایالات متحدہ
ثبت شد - FILED	
Date	9 OCT 1987 تاریخ
	۱۳۶۶ / ۷ / ۱۷
No.	B39 شماره

CASE NO. B39

CHAMBER TWO

AWARD NO. 319-B39-2



THE UNITED STATES OF AMERICA,

Claimant,

and

THE ISLAMIC REPUBLIC OF IRAN,

Respondent.

AWARD ON AGREED TERMS

1. THE UNITED STATES OF AMERICA and, more particularly, the CATALOGING DISTRIBUTION SERVICE OF THE LIBRARY OF CONGRESS ("the Claimant") filed on 19 January 1982 a Statement of Claim naming as Respondent the ISLAMIC REPUBLIC OF IRAN and, more particularly, JUNDI SHAPUR UNIVERSITY MEDICAL LIBRARY, JUNDI SHAPUR UNIVERSITY COLLEGE OF EDUCATION LIBRARY, JUNDI SHAPUR UNIVERSITY CENTRAL LIBRARY, JUNDI SHAPUR UNIVERSITY LIBRARY, FERDOWSI UNIVERSITY CENTRAL LIBRARY, REZAIYEH AGRICULTURAL COLLEGE LIBRARY, UNIVERSITY OF AZARABADEGAN CENTRAL LIBRARY, UNIVERSITY OF TABRIZ COLLEGE OF PHARMACY & LABORATORY SCIENCES LIBRARY, IRANIAN CENTRE FOR THE STUDY OF CIVILIZATION, FARMAN FARMAIAN MEMORIAL LIBRARY, UNIVERSITY OF TEHRAN CENTRAL LIBRARY AND DOCUMENTATION CENTER, INSTITUTE OF PUBLIC HEALTH RESEARCH SCHOOL OF PUBLIC HEALTH LIBRARY, TEHRAN BOOK PROCESSING CENTER/TEBROC, ARYA-MEHR UNIVERSITY OF TECHNOLOGY CENTRAL LIBRARY, PLAN & BUDGET ORGANIZATION INFORMATICS LIBRARY, SHAFI REHABILITATION HOSP. MEDICAL LIBRARY, CULTURAL AND ART DEPT. SPEC. BUREAU FOR H I M, IRAN PLANNING INSTITUTE, FARAH PAHLAVI UNIVERSITY LIBRARY, TEHRAN MUSEUM OF CONTEMPORARY ART LIBRARY, ISIRAN INSTITUTE, SHABBANU FARAH FOUNDATION BAGHE-E FERDOWS ("the Respondents"), and IRAN COMMUNICATIONS & DEVELOPMENT INSTITUTE.

2. Pursuant to Article 34(1) of the Tribunal Rules of Procedure, the Claimant and the Respondents ("the Parties") filed on 22 September 1987 a Joint Request, signed by the Agent of the Government of the United States of America on the one hand and the Agent 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 dated 10 September 1987 reached by the Parties.

3. Under the terms of the Settlement Agreement, the Parties have agreed, inter alia, that the Respondents shall pay the Claimant the amount of U.S.\$9,000 in complete and final settlement of all claims and counterclaims now

existing or capable of arising in connection with this Case. The Parties have agreed further that the Claimant and the Respondents, including the Islamic Republic of Iran shall upon the issuance of this Award release and forever discharge each other their agents, parents, subsidiaries and affiliated companies if any (and the successors, transferees and assigns of the respective parties) from any and all liability that they ever had, now have and/or in the future may have and that arises or is capable of arising out of claims and counterclaims which are within the scope and subject matter of the Settlement Agreement.

4. The Parties have in addition agreed that the Claimant shall withdraw all its Claims against Iran Communications & Development Institute, which although named as a Respondent in the Statement of Claim has not been identified.

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

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

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

8. For the foregoing reasons,

THE TRIBUNAL AWARDS AS FOLLOWS:

- (a) The Settlement Agreement filed with the Joint Request is hereby recorded as an Award on Agreed Terms, binding on the Parties in full settlement of the entire Case.
- (b) The arbitral proceedings against the IRAN COMMUNICATIONS & DEVELOPMENT INSTITUTE are hereby terminated.

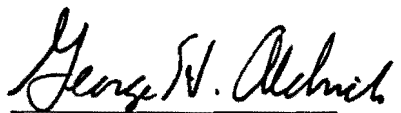
(c) The Respondents THE ISLAMIC REPUBLIC OF IRAN and, more particularly, JUNDI SHAPUR UNIVERSITY MEDICAL LIBRARY, JUNDI SHAPUR UNIVERSITY COLLEGE OF EDUCATION LIBRARY, JUNDI SHAPUR UNIVERSITY CENTRAL LIBRARY, JUNDI SHAPUR UNIVERSITY LIBRARY, FERDOWSI UNIVERSITY CENTRAL LIBRARY, REZAIYEH AGRICULTURAL COLLEGE LIBRARY, UNIVERSITY OF AZARABADEGAN CENTRAL LIBRARY, UNIVERSITY OF TABRIZ COLLEGE OF PHARMACY & LABORATORY SCIENCES LIBRARY, IRANIAN CENTRE FOR THE STUDY OF CIVILIZATION, FARMAN FARMAIAN MEMORIAL LIBRARY, UNIVERSITY OF TEHRAN CENTRAL LIBRARY AND DOCUMENTATION CENTER, INSTITUTE OF PUBLIC HEALTH RESEARCH SCHOOL OF PUBLIC HEALTH LIBRARY, TEHRAN BOOK PROCESSING CENTER/TEBROC, ARYA-MEHR UNIVERSITY OF TECHNOLOGY CENTRAL LIBRARY, PLAN & BUDGET ORGANIZATION INFORMATICS LIBRARY, SHAFI REHABILITATION HOSP. MEDICAL LIBRARY, CULTURAL AND ART DEPT. SPEC. BUREAU FOR H I M, IRAN PLANNING INSTITUTE, FARAH PAHLAVI UNIVERSITY LIBRARY, TEHRAN MUSEUM OF CONTEMPORARY ART LIBRARY, ISIRAN INSTITUTE, and SHABBANU FARAH FOUNDATION BAGHE-E FERDOWS shall pay the Claimant THE UNITED STATES OF AMERICA and, more particularly, THE CATALOGING DISTRIBUTION SERVICE OF THE LIBRARY OF CONGRESS the amount of Nine Thousand United States Dollars (U.S.\$9,000), 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 of 19 January 1981.

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

Dated, The Hague
9 October 1987

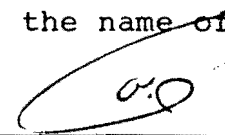


Robert Briner
Chairman



George H. Aldrich

In the name of God,



Hamid Bahrami-Ahmadi

IN THE NAME OF GOD 11
BEFORE THE
IRAN-U.S. CLAIMS TRIBUNAL
THE HAGUE, THE NETHERLANDS

Case B39
Chamber 2

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه دادرسی دخواهی ایران-ایالات متحده
ثبت شد - FILED	
Date	22 SEP 1987 تاریخ
	۱۳۶۶ / ۹ / ۲۱
	B39 شماره

JOINT REQUEST FOR ARBITRAL AWARD ON AGREED TERMS

Pursuant to Article 34 of the Tribunal Rules, the Cataloging Distribution Service of the Library of Congress ("Claimant") and, with the exception of Iran Communications and Development Institute, the entities listed as particular Respondents in Case B39, Chamber 2, ("Respondents") jointly request that the Tribunal issue an Arbitral Award on Agreed Terms that will record and give effect to the attached Settlement Agreement reached by the Claimant and the Respondents.

On 10 Sept. 1987, the Claimant and the Respondents have entered into a Settlement Agreement which provides that the Cataloging Distribution Service of the Library of Congress shall be paid the amount of \$9,000.00 (nine thousand United States dollars only) in complete and final settlement of all claims and counterclaims now existing or capable of arising in connection with this case.

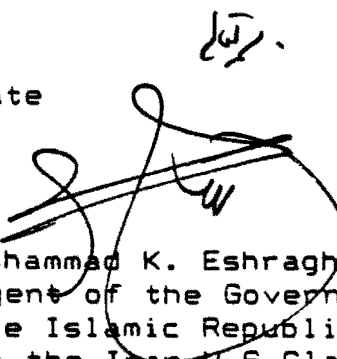
Claimant also withdraws, forever and with prejudice, all its claims against the Iran Communications and Development Institute and requests the Tribunal to also terminate this part of the claim.

The undersigned request the Tribunal to record the Settlement Agreement as an Arbitral Award on Agreed Terms, with payment to be made to the Cataloging Distribution Service of the Library of Congress out of the Security Account.

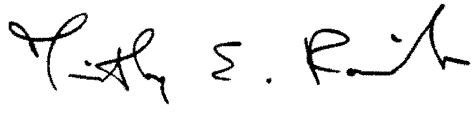
Respectfully submitted,

For Respondents

Date


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

Date


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

Date Sept. 18, 1987

IN THE NAME OF GOD

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is made this 10th day of Sept. 1987, (19.6.1366) by and between the Cataloging Distribution Service of Library of Congress (Claimant) and, except as stated in Article One (2) below, the entities listed as particular respondents ("Respondents") in Case No. 839 before the Iran-U.S. Claims Tribunal ("the Tribunal").

WHEREAS, the Claimant and the Respondent wish to settle all claims and disputes which are outstanding or capable of arising in connection with Case No. 839 and its subject matter ;

THEREFORE, Claimant and Respondents agree as follows:

ARTICLE ONE.

(1) The scope and subject matter of this Agreement is to settle and dismiss, forever, and with prejudice all disputes, differences, claims, counterclaims, and matters directly or indirectly, raised or capable of arising out of the relationships, transactions, contracts and events related to and subject matter of Case No. 839, between the Claimant and the Respondents, their agents, parents, affiliates and subsidiary companies and/or against the Government of the Islamic Republic of Iran, its political subdivisions, agencies, instrumentalities, or controlled entities ("Iran").

(2) The Iran Communications and Development Institute listed by the Claimant as a Respondent in Case B39 has not been identified. The said Institute is not, therefore, a party to this Agreement. Nonetheless, the Claimant hereby withdraws all its claims against the said Institute forever and with prejudice and requests the Tribunal to terminate this part of the Claim as well.

ARTICLE TWO

In consideration of full and final settlement of all disputes, differences and claims and counterclaims which are within the scope and subject matter of this Agreement, the Claimant will be paid the total sum of nine thousand U.S. dollars (\$9,000) only.

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ARTICLE THREE

Upon issuance by the Tribunal of the Award on Agreed Terms, Claimant and Respondents shall cause, without delay and with prejudice, all proceedings between the Parties and against Iran in all courts, forums, 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 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 or counterclaims which are within the scope and subject matter of this Agreement.

ARTICLE FOUR

(1) Upon issuance by the Tribunal of the Award on Agreed Terms, the Claimant for itself, its agents and its parent, subsidiary and affiliated companies, if any (and for the successors, transferees, and assigns of itself and its parent, subsidiary and affiliated companies, if any,) by this Agreement release and forever discharge all the Respondents and their agents, parent, subsidiary and affiliated companies, if any (and the successors, transferees, and assigns of the Respondents or their agents, parent, subsidiary and affiliated companies, if any) as well as any other entity listed as Respondent in the Statement of Claim in Case B.39, and also Iran from any and all liability that they ever had, now have and/or in the future may have and that arises or is capable of arising out of claims and counterclaims which are within the scope and subject-matter of this Agreement.

(2) The Respondents for themselves and their agents, subsidiaries and affiliates, if any (and for the successors, transferees, and assigns thereof) release and forever discharge the Claimant and its agent, parent, subsidiary, and affiliated companies, if any (and also the successors, transferees and assigns of the Claimant or of its agent, parent, subsidiary and affiliated companies, if any) from any and all liability they ever had, now have or in the future may have and that arises or is capable of arising out of claims and counterclaims which are within the scope and subject-matter of this agreement.

(3) Should any claims be pending or filed by a third party in any court or forum against either of the parties hereto based on any assignment or transfer of rights of any kind from one of the parties hereto, the party who has effected or caused such assignment or transfer of right shall be exclusively liable to such third party.

ARTICLE FIVE

Upon issuance by the Tribunal of the Award on Agreed Terms, the 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 or counterclaims before the Tribunal, U.S. courts or elsewhere with respect to and in connection with the matters involved in the Claim.

ARTICLE SIX

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

ARTICLE SEVEN

(1) It is agreed that this Settlement Agreement is made in the 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 in any matters other than Claim No.B39. The Parties further agree that they shall not use, or cause any person to use this Settlement Agreement in the prosecution or defence of any cases before the Tribunal or any other forum, except that the Parties may use this Agreement for the purpose of implementing its terms.

(2) This Settlement Agreement is for the sole purpose of settling Case No.B39. Nothing in this Settlement Agreement shall be relied upon or construed as relevant to, or to affect in any way, any argument the Respondents or Iran have raised, or may raise, concerning the jurisdiction or the merits of this case or any other cases whether before the Tribunal or any other forum.

ARTICLE EIGHT

This Settlement Agreement may be declared null and void if not filed with the Tribunal by 10 October, 1987, and in that event, no party to this Agreement may rely upon, cite or publish its terms and the Parties shall be placed in the same positions as they were before the date of this Agreement.

ARTICLE NINE

For the purpose of construction and interpretation of this Agreement the entire Agreement shall be read and construed

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

ARTICLE IEN

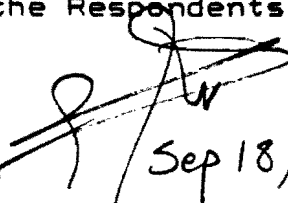
This Agreement has been written and signed in both languages of Farsi and English and each text shall have the same equal validity.

The representatives of the parties hereto expressly declare that they are duly empowered to sign this Agreement and their signatures will commit their respective principals to fulfillment of their obligations under this Agreement without any limitations except as may otherwise be contained in this Settlement Agreement.

For the Claimant

By: 
Date: Sept. 18, 1987

For the Respondents

By: 
Date: Sep 18, 87

ماده نهم

برای تفسیر و تمییز این مصالحه نامه باید تمام آن بطور کلی بدون اینکه
اثر خاصی به ماده ای بطور جداگانه داده شود قرائت و تفسیر گردد.

ماده دهم

این موافقتنامه به دو زبان فارسی و انگلیسی نوشته و امضاء شده است و هر دو
متن از اعتبار مساوی برخوردار خواهند بود.

نمایندگان طرفین این مصالحه نامه صریحا " اعلام می کنند که اختیارات قانونی
لازم را جهت امضای این موافقتنامه دارا بوده و امضایشان موکلین هریک را متعهد
می نماید که تعهدات مندرج در این موافقتنامه را بدون هیچ نوع محدودیتی، مگر
مواردی که به نحو دیگری در این موافقتنامه حل و فصل گنجانیده شده است، اجرا
نمایند.

در تاءمید و تصویب مراتب فوق، طرفین این موافقتنامه آن را امضاء و مبادله
کرده اند.

از طرف خواهان

توسط E. R. ...

تاریخ: ۱۸ سپتامبر ۱۹۶۷

از طرف خواندگان

توسط: ...

تاریخ: ۱۳۶۶/۵/۲۷