

ORIGINAL DOCUMENTS IN SAFE

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Case No. B65

Date of filing: 18. May 88

**\*\* AWARD**

- Type of Award on Agreed Terms

- Date of Award 18. May 88

\_\_\_\_\_ pages in English

\_\_\_\_\_ 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

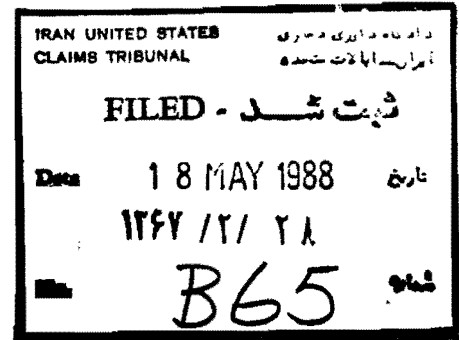
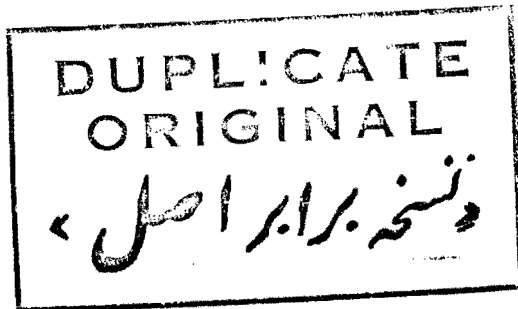
\_\_\_\_\_ pages in Farsi

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CASE NO. B65

CHAMBER TWO

AWARD NO. 364-B65-2



COMMERCIAL DEVELOPMENT CENTER,  
(a related company of the Government  
of the Islamic Republic of Iran),

Claimant,

and

U.S. DEPARTMENT OF STATE,  
U.S. DEPARTMENT OF DEFENSE,  
(agencies of the Government  
of the United States),

Respondents.

AWARD ON AGREED TERMS

1. On 19 January 1982, the COMMERCIAL DEVELOPMENT CENTER ("Claimant") filed claims against the U.S. DEPARTMENT OF STATE and the U.S. DEPARTMENT OF DEFENSE (agencies of the Government of the United States) ("Respondents") seeking recovery of certain cold storage warehouse rental charges which were allegedly in arrears.

2. Pursuant to Article 34 paragraph 1 of the Tribunal Rules of Procedure, a Joint Request was filed on 26 April 1988, signed by the Deputy 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 this Case, dated 19 February 1988. The Settlement Agreement provides for certain reciprocal obligations of the Parties thereto.

3. Article 1 of the Settlement Agreement provides, inter alia, for the Claimant to be paid "by means of a cheque issued by Respondent in the amount of U.S.\$325,000 to be payable to the Agent of the Islamic Republic of Iran to the Iran-U.S.Claims Tribunal, on behalf of Claimant, not later than 30 days after the issuance of the Award on Agreed Terms by the Tribunal." Article 1 further provides that "[i]f the payment of the U.S.\$325,000 Settlement Amount is not made to the Agent of the Islamic Republic of Iran by such date, then the Settlement Agreement 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".

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

5. In view of the fact that the provisions of the Settlement Agreement fulfil 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.

6. For the foregoing reasons,

THE TRIBUNAL AWARDS AS FOLLOWS:

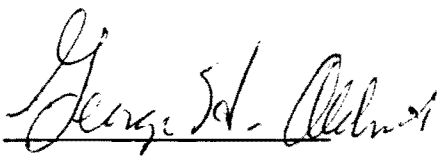
(a) The Settlement Agreement filed with the Joint Request is hereby recorded as an Award on Agreed Terms, binding on the Parties.

(b) In accordance with the Settlement Agreement, the Respondents the U.S. DEPARTMENT OF DEFENSE and the U.S. DEPARTMENT OF STATE, (agencies of the Government of the United States), are obligated to pay the Agent of the Islamic Republic of Iran on behalf of the Claimant COMMERCIAL DEVELOPMENT CENTER, the amount of Three Hundred Twenty Five Thousand United States Dollars (U.S.\$325,000.00) within thirty days of the date of this Award.

(c) As the payment of the above amount has been made to the Agent of the Islamic Republic of Iran this day in the presence of the Tribunal, this Award is final and binding on the Parties and settles the entire Case.

Dated, The Hague  
18 May 1988

  
Robert Briner  
Chairman

  
George H. Aldrich

In the name of God,

  
Seyed K. Khalilian

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|                                       |                                             |
|---------------------------------------|---------------------------------------------|
| IRAN UNITED STATES<br>CLAIMS TRIBUNAL | دادگاه داری و دعاوی<br>ایران - ایالات متحده |
| ثبت شد - FILED                        |                                             |
| Date 26 APR 1988                      | تاریخ                                       |
| 1367 / 2 / 5                          |                                             |
| No. B65                               | شماره                                       |

IN THE NAME OF GOD

Before

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

Case No.B65  
Chamber Two

JOINT REQUEST FOR ARBITRAL AWARD ON AGREED TERMS

Pursuant to Article 34 of the Tribunal Rules, Commercial Development Center, a related company of the Government of the Islamic Republic of Iran ("Claimant"), and the Department of Defense and Department of State, agencies of the Government of the United States ("Respondent") 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 Respondent.

On 19 February 1988, the Claimant and the Respondent have entered into a Settlement Agreement which provides that the Claimant shall be paid the Settlement Amount of US\$325,000 (three hundred twenty five thousand United States dollars) by the Respondent in complete and final settlement of all claims and disputes now existing or capable of arising in connection with the Case No.B65.

The undersigned request the Tribunal to record the Settlement Agreement as an Arbitral Award on Agreed Terms with due consideration to the provisions contained in Article I of the Settlement Agreement.

Respectfully submitted,

*Michael F. Raboin*  
Michael F. Raboin,  
Deputy Agent of the Government  
of the United States of America  
to the Iran-U.S. Claims Tribunal

Date: April 7, 1988

*in the name of God*  
*26*  
Mohammad K. Eshragh,  
Agent of the Government of the  
Islamic Republic of Iran to the  
Iran-U.S. Claims Tribunal

Date: 26 Apr 88

IN THE NAME OF GOD

SETTLEMENT AGREEMENT

|                                       |                   |
|---------------------------------------|-------------------|
| IRAN UNITED STATES<br>CLAIMS TRIBUNAL |                   |
| FILED - 3                             |                   |
| Date                                  | 2 1988<br>17/2/88 |
| No.                                   | B65               |

This Settlement Agreement (the "Agreement") is made this 19th day of February 1988 (30.11.1366) by and between Commercial Development Center, a related company of the Government of the Islamic Republic of Iran (hereinafter called Claimant) and the Department of Defense and the Department of State, agencies of the Government of the United States (hereinafter called Respondent).

WHEREAS, Claimant has filed Case No. B-65 with the Iran-U.S. Claims Tribunal ("the Tribunal"), against Respondent,

WHEREAS, Claimant and Respondent wish to settle all claims and disputes which are outstanding or capable of arising in connection with Case No. B65 and its subject matter;

THEREFORE, Claimant and Respondent agree as follows:

Article 1

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 Case No. B65 against Respondent, its political subdivisions, agencies, organizations, institutions and instrumentalities, Claimant will be paid the sum of U.S. \$325,000 (three hundred twenty five thousand U.S. dollars) only. The Settlement Amount shall be paid, by means of a cheque issued by Respondent in the amount of U.S. \$ 325,000 to be payable to the Agent of the Islamic Republic of Iran

to the Iran-U.S. Claims Tribunal, on behalf of Claimant, not later than 30 days after the issuance of the Award on Agreed Terms by the Tribunal.

If the payment of the U.S. \$ 325,000 Settlement Amount is not made to the Agent of the Islamic Republic of Iran by such date, then the Settlement Agreement 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. The Parties hereby urge the Tribunal to reschedule the Hearing in Case No. B65 as soon as possible, if payment of the Settlement Amount is not made by the stated date.

#### Article II

This Settlement Agreement is to be submitted to the Tribunal on, or before April 27 1988. 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 III

Upon the issuance by the Tribunal of the Award on Agreed Terms and the payment of the Settlement Amount, Claimant and Respondent shall cause, without delay and with prejudice, all proceedings between the Parties 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 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

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the Islamic Republic of Iran, in relation to the claims and matters related to Case No. B-65.

#### Article IV

1. In consideration of the covenant, premises, and other agreements contained herein, upon the issuance of the Award on Agreed Terms by the Tribunal and the payment of the Settlement Amount, Claimant and Respondent 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 Case B-65.

2. 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 in relation to Case No. B-65, the Party who has effected or caused such assignment or transfer of right shall be exclusively liable to such third party.

#### Article V

Upon the issuance by the Tribunal of the Award on Agreed Terms and the 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 and the payment of the Settlement Amount, no

further documents need to be executed in implementing this Agreement.

#### Article VI

1. 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 the Case No. B-65. 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 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. B-65. Nothing in this Settlement Agreement shall be relied upon or construed as relevant to, or to affect in any way, any argument Respondent, its agencies, instrumentalities and affiliates, have raised, or may raise, concerning the jurisdiction or the merits of other cases whether before the Tribunal or any other forum.

#### Article VII

Upon the issuance of the Award on Agreed Terms and the payment of the Settlement Amount, Claimant and Respondent 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 Case No. B-65, and/or in this Settlement Agreement.

Article VIII

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

Commercial Development Center

Michael F. Raboin  
Deputy Agent of the  
Government the United  
States of America to the  
Iran-U.S. Claims Tribunal  
FOR RESPONDENT

For claimant  
By Cherem Cheremzef

By Michael F. Raboin

Date 02-19-1988.....

Date 02/19/88.....

For claimant  
By MIRSHAFIAT

Date 2/19/88-88.....