

BEFORE THE IRAN-UNITED STATES
CLAIMS TRIBUNAL

CASE NO. 171

CHAMBER TWO

THE SINGER COMPANY,
Claimant,

and

IRAN NATIONAL AIRLINES CORPORATION
("IRAN AIR")

Respondent.

AWARD NO. 3-171-2

APPEARANCES:

For Claimant:

Mr. Richard A. Horgan,
Attorney,
Winthrop, Stimson, Putnam & Roberts

For Respondent:

Mr. Mohammed R. Askari,
Attorney
Representative of Iran National
Airlines Corporation

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه داورى دعاوى ايران - ايالات متحده
FILED - ثبت شد	
No. 171	شماره 171
Date May 17, 1982	
تاريخ ۱۳۶۱/۵/۲۷	

AWARD ON AGREED TERMS

Having satisfied itself that it has jurisdiction in the above captioned matter, within the terms of the Declaration of the Democratic and Popular Republic of Algeria Concerning the Settlement of Claims by the Government of the United States of America and the Islamic Republic of Iran dated 19 January 1981, and

Noting that the Claimant, THE SINGER COMPANY, and the Respondent, IRAN NATIONAL AIRLINES CORPORATION, entered into a Settlement Agreement on 18 November 1981, which is annexed hereto, resolving the matters in dispute between them, and

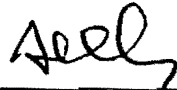
The Parties having requested that the Tribunal accept and record the settlement as an award on agreed terms, pursuant to Article 34 of the Tribunal Rules,

THE TRIBUNAL AWARDS AS FOLLOWS:

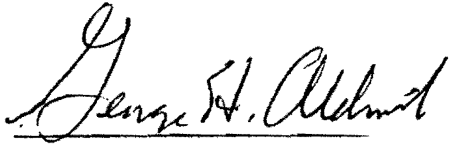
The settlement is accepted and recorded as an award on agreed terms, binding on both parties, and, consequently, the Respondent, IRAN NATIONAL AIRLINES CORPORATION is obligated to pay to the Claimant, THE SINGER COMPANY, Two Hundred Eighty-One Thousand Fifty Six United States Dollars (U.S. \$281,056), which obligation shall be satisfied by payment out of the Security Account established by paragraph 7 of the Declaration of the Democratic and Popular Republic of Algeria, dated 19 January 1981. The Tribunal hereby submits this award to the President of the Full Tribunal for notification to the Escrow Agent.

Dated, The Hague


14 May 1982



Pierre Bellet,
Chairman
Chamber Two



George H. Aldrich,
Member



Shafie Shafiei,
Member

AGREEMENT

This AGREEMENT made this 18th day of November 1981 by and between Iran National Airlines Corporation, a corporation organized under the laws of Iran ("IRAN AIR "), The Singer Company, a corporation organized under the laws of the State of New Jersey, United States of America, ("SINGER") and represented by the Link Flight Simulation Division (formerly the Simulation Products Division) and The Singer Company (U.K.) Limited, a corporation organized under the laws of the United Kingdom of Great Britain and a wholly-owned subsidiary of SINGER ("LINK- MILES").

WITNESSETH:

WHEREAS IRAN AIR, SINGER and LINK-MILES desire to resolve all claims and disputes between them relating to or arising out of the (1) the Agreement dated 5 May 1974 between IRAN AIR and LINK-MILES for the purchase of one Boing 707-3J9C Flight Training Simulator and related items, as amended by Change Order No. 1 dated 26 May 1975 and Change Order No. 2 dated 14 January 1977 (the "707 Agreement"); and (2) the Agreement dated 21 October 1974 between IRAN AIR and SINGER for the purchase of one B727-200 Digital Flight Simulator and related items, as amended by Change Order No. 1 dated 26 May 1975 (the "727 Agreement"); and

WHEREAS IRAN AIR, SINGER and LINK-MILES desire to make and keep the simulators operational with due consideration for provisioning of all required spare parts, training, documentation, tools and technical consulting services,

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements hereinafter set forth, the parties hereby agree as follows:



1. In full and final settlement of all outstanding claims and disputes relating to and arising out of the 707 Agreement and 727 Agreement, the parties agree that the amount of \$ 281,056 U.S.Dollars is due and owing from IRAN AIR to SINGER. The parties agree that SINGER is allowed to submit its claim for \$ 281,056 against IRAN AIR to the United States Claims Tribunal (the "Tribunal"), in order to receive payment out of the escrow account~~s~~ held by the Tribunal in accordance with the procedure set forth by the Tribunal.

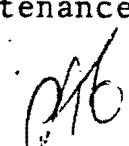
IRAN AIR consents to the jurisdiction of the Tribunal and agrees not to object to SINGER's claim for \$ 281,056 provided that SINGER's claim is considered by the Tribunal as being under the Algerian Declaration. Unless otherwise requested by SINGER, the \$ 281,056 shall be payable to " The Singer Company" to Account 172-61-512 at the Morgan Guaranty Trust Company, 522 Fifth Avenue, New York, New York 10020, United States of America.

Paul H. Carter

2. In consideration of said payment under Paragraph 1 above and the other provisions of this Settlement Agreement, IRAN AIR, SINGER and LINK-MILES agree, covenant and promise to waive any claim in connection with the 707 Agreement and the 727 Agreement and will not assert any claim in any judicial authority or arbitration in any country against each other or against any other real person or legal entity, including without any limitation the Government of the Islamic Republic of Iran.
3. As of the date of this Agreement, SINGER and LINK-MILES undertake to perform the following obligations:
 - 3.1. SINGER and LINK-MILES will sell IRAN AIR any spare parts or tools required to keep both the 707 and 727 simulators in a fully operational status, subject to any United States or United Kingdom export regulations. Upon request from IRAN AIR, SINGER and LINK-MILES will provide quotations for 707 and 727 simulator spare parts and tools. Such quotations will be provided on the basis of the established commercial prices currently in effect at the time of such quotations and SINGER or LINK-MILES shall process such quotation and sales expeditiously in accordance with its normal business practices. All such sales shall provide for payment on the basis of an irrevocable letter of credit for one hundred percent (100%) of the sales price drawn on an established international bank mutually acceptable to the parties. Delivery of parts and tools shall be F.O.B. SINGER or LINK-MILES facility in Binghampton, New York or Lancing, England. Upon request of IRAN AIR and at IRAN AIR's expense, SINGER will make appropriate arrangements for freight forwarding and shipping.

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For small orders under \$ 10,000 U.S. payment terms will be quoted by SINGER or LINK-MILES and subject to mutual agreement of the parties.

- 3.2. SINGER and LINK-MILES will sell IRAN AIR any maintenance training required to keep both the 707 and 727 simulators in a fully operational status. Upon request from IRAN AIR, SINGER and/or LINK-MILES will provide quotations for such services of a quality and nature comparable to that then being provided to other commercial customers appropriately modified to reflect IRAN AIR's specific requirements and needs. Such quotations will be provided on the basis of the established commercial prices currently in effect at the time of such quotations. All such maintenance training shall be at a location mutually acceptable to the parties. Payment provisions shall be subject to mutual agreement of the parties.
- 3.3. SINGER and LINK-MILES shall comply with the provisions of Article 9 of the 707 Agreement and of the 727 Agreement entitled "Keep Current". Any requests from IRAN AIR regarding this provision will be processed in an expeditious manner by SINGER and LINK-MILES.
- 3.4. SINGER and LINK-MILES, within sixty (60) days of receipt of request from IRAN AIR made within six (6) months from the date of this Settlement Agreement and subject to any United States or United Kingdom government export regulations respectively, will provide a copy of available SINGER or LINK-MILES documentation required for either the maintenance
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or operation of the said 707 or 727 flight simulators.

Such copies shall be provided at no cost to IRAN AIR.

4. Except as otherwise provided in this Agreement, IRAN AIR, SINGER and LINK-MILES agree that each party is hereby released from any further obligation to each other under the 707 Agreement and the 727 Agreement and that both such Agreements are hereby cancelled in their entirety.
5. The terms and conditions set forth herein constitute the entire agreement between IRAN AIR, SINGER and LINK-MILES concerning the subject matter of this Agreement. This Agreement may be modified or amended only by a written instrument executed by both IRAN AIR and by SINGER or LINK-MILES.

ATTEST


IRAN NATIONAL AIRLINES CORPORATION
(IRAN AIR)

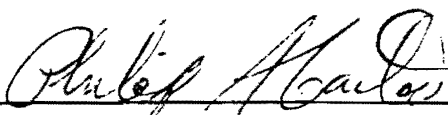


By _____
Title _____

ATTEST

THE SINGER COMPANY

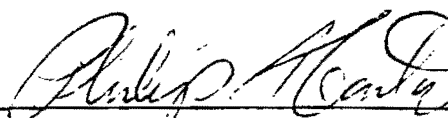


By 
Title DIRECTOR, ADMINISTRATION
of its Link Flight Simulation
Division

ATTEST

THE SINGER COMPANY (U.K.) LIMITED



By 
Title DIRECTOR, ADMINISTRATION
for its Link-Miles Division