

ORIGINAL DOCUMENTS IN SAFE

Case No. 12567

Date of filing: 19. Sep 88 ²⁶

** AWARD - Type of Award on Agreed terms
- Date of Award 19. Sep 88
4 pages in English 4 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

IRAN UNITED STATES CLAIMS TRIBUNAL	دیوان داوری دعاری ایران - ایالات متحدہ
شیت ثبت - FILED	
Date	19 SEP 1988
	۱۳۶۷ / ۶ / ۲۸
	تاریخ

CASE NO. 12567

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CHAMBER THREE

AWARD NO. 390-12567-3

HERBACH & RADEMAN INCORPORATED,
a claim of less than US\$250,000 presented
by THE UNITED STATES OF AMERICA,
Claimant,
and

THE ISLAMIC REPUBLIC OF IRAN,
Respondent.

DUPLICATE
ORIGINAL
کپی برابر اصل

AWARD ON AGREED TERMS

1. On 19 January 1982 the United States of America presented a claim of less than US\$250,000 on behalf of HERBACH & RADEMAN INCORPORATED ("the Claimant") against THE ISLAMIC REPUBLIC OF IRAN ("Iran").

2. On 4 January 1988 the Claimant and POLYACRYL IRAN CORPORATION ("Polyacryl Iran") entered into a Settlement Agreement, in which it was agreed that the Claimant would be paid U.S.\$1,400 ("Settlement Amount") "[i]n consideration of full and final settlement of all disputes, differences and claims existing or capable of arising in connection with" this Case.

3. Article II paragraph 2 of the Settlement Agreement provides that "[u]pon the issuance of the Award on Agreed Terms all titles, rights, benefits and interests of Claimant in the parts, equipment and properties claimed for in the Statement of Claim and other submissions [in this Case] are transferred unconditionally, irrevocably, without any lien or incumbrance and without the right to any recourse, to Polyacryl Iran."

4. The above-mentioned paragraph of the Settlement Agreement further provides that the Claimant shall prepare and submit to the Tribunal a notarized statement certifying that the parts, equipment and properties referred to above are the property of Polyacryl Iran, that they have been previously delivered to Polyacryl Iran's Agent (E.I. Du Pont De Nemours & Company) and that the Claimant has no objection to the exportation of those parts, equipment and properties to Polyacryl Iran by E.I. Du Pont De Nemours & Company.

5. On 30 August 1988 a Joint Request for Arbitral Award on Agreed Terms ("Joint Request") was filed with the Tribunal, signed by the Agent of the Government of the Islamic Republic of Iran and by the Agent of the Government of the United States of America, ratifying the Settlement Agreement

and requesting that it be recorded as an Arbitral Award on Agreed Terms. Attached thereto was a notarized statement, dated 24 February 1988, signed by the Claimant. The Tribunal notes that the content of the notarized statement submitted by the Claimant is in compliance with the requirements stipulated in paragraph 4 of this Award. Copies of the Joint Request and Settlement Agreement are attached hereto and incorporated by reference.

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

7. For the foregoing reasons,

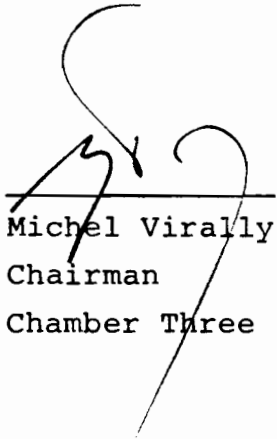
THE TRIBUNAL AWARDS AS FOLLOWS:

- a. Pursuant to Article 34(1) of the Tribunal Rules, the Settlement Agreement filed with the Joint Request is hereby accepted and recorded as an Award on Agreed Terms, binding on HERBACH & RADEMAN INCORPORATED, POLYACRYL IRAN CORPORATION and THE ISLAMIC REPUBLIC OF IRAN in complete and final settlement of all claims now existing or capable of arising in connection with this Case, in accordance with the terms of the Settlement Agreement.
- b. POLYACRYL IRAN CORPORATION shall pay to HERBACH & RADEMAN INCORPORATED, the sum of One Thousand Four Hundred United States Dollars (U.S.\$1,400), 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.
- c. The Registry is hereby instructed to deliver to the Agent of the Government of the Islamic Republic of Iran

the notarized statement referred to in paragraph 5 of this Award.

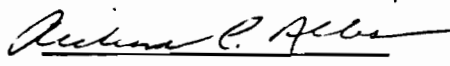
- d. This Award is hereby submitted to the President of the Tribunal for notification to the Escrow Agent.

Dated, The Hague,
19 September 1988

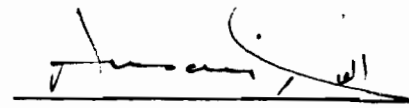


Michel Virally
Chairman
Chamber Three

In the name of God



Richard C. Allison



Parviz Ansari Moin

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IN THE NAME OF GOD

Before

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

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه داری و محاربه ایران ایالات متحده
فایلد - ثبت شد	
Date:	30 AUG 1988
	۱۳۶۷ / ۸ / ۳۰
	تاب

12567

The Government of the United States of America on behalf and for the benefit of the following United States nationals:

1. General Dynamics Land Systems, Inc. (formerly known as Stromberg Carlson Corp.),
2. Maxon Corporation,
3. Troemner Incorporated,
4. The William Powell Company,
5. Accurate Machine Products,
6. Bearings Incorporated,
7. Teledyne Farris Engineering Company,
8. Rumsey Electric Company,
9. Gai Tronics Corporation,
10. Herbach & Rademan Incorporated,
11. Penwalt Corporation,
12. Industrial Equipment Co. of Houston, &
13. Electric Heating Equipment Co.
14. The Perkin Elmer Corp.

Claimant,

-and-

The Islamic Republic of Iran,

Respondent.

Cases Nos.:

- 11294, 10415, 10216,
- 11486, 10569, 11415,
- 10541, 11300, 10972,
- 12567, 10355, 11539,
- 10026 & 12778.

Chamber 3

JOINT REQUEST FOR ARBITRAL AWARD
ON AGREED TERMS

Pursuant to Article 34 of the Tribunal Rules, the Government of the United States of America, and the Government of the Islamic Republic of Iran, jointly request that the Tribunal issue Arbitral Award on Agreed Terms

that will record and give effect to the ~~four~~teen Settlement Agreements attached hereto.

The names of the Parties to, and the sums fixed as the Settlement Amounts in these Settlement Agreements are as specified hereunder:

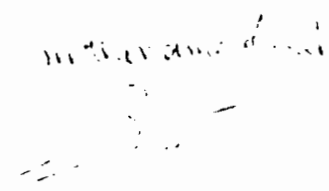
1. Case No.11294: General Dynamics Land Systems, Inc. (formerly known as Stromberg Carlson Corp.) and Polyacryl Iran in the amount of US\$2,500.
2. Case No.10415: Maxon Corporation and Polyacryl Iran in the amount of US\$2,000.
3. Case No.10216: Troemner Incorporated and Polyacryl Iran in the amount of US\$250.
4. Case No.11486: The William Powell Company and Polyacryl Iran in the amount of US\$1,330.
5. Case No.10569: Accurate Machine Products and Polyacryl Iran in the amount of US\$192.34.
6. Case No.11415: Bearings Incorporated and Polyacryl Iran in the amount of US\$1,000.
7. Case No.10541: Teledyne Farris Engineering Company and Polyacryl Iran in the amount of US\$3,360.
8. Case No.11300: Rumsey Electric Company and Polyacryl Iran in the amount of US\$151.46.
9. Case No.10972: Gai Tronics Corproation and Polyacryl Iran in the amount of US\$7,000.
10. Case No.12567: Herbach & Rademan Incorporated and Polyacryl Iran in the amount of US\$1,400.

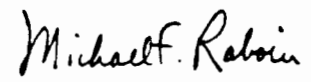
11. Case No.10355: Penwalt Corporation and Polyacryl Iran in the amount of US\$4,500.
12. Case No.11539: Industrial Equipment Co. of Houston and Polyacryl Iran in the amount of US\$150.
13. Case No.10026: Electric Heating Equipment Co. and Polyacryl Iran in the amount of US\$10,000
14. Case No.12778: The Perkin Elmer Corp. and Polyacryl Iran in the amount of US\$ 4,500.

These Settlement Agreements provide the amounts so fixed will be paid to the said companies in complete, full, and final settlement of all claims and counterclaims now existing or capable of arising in connection with the above-captioned cases.

The undersigned hereby ratify the said Agreements and request the Tribunal to record them as Arbitral Awards on Agreed Terms, with payment to be made to the said companies out of the Security Account and to declare the cases terminated, withdrawn and dismissed in their entirety and with prejudice.

Respectfully submitted,


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


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

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه داری و معاری ایران - ایالات متحده
فایلد - ثبت شد	
Date	30 AUG 1988
	۱۳۶۷ / ۶ / ۸

IN THE NAME OF GOD

SETTLEMENT AGREEMENT

12567

This Settlement Agreement (the "Agreement") is made this 4 day of Jan 1988, (14. 10. 1366) by and between the Polyacryl Iran and Herbach & Rademan Incorporated, hereinafter called "Herbach & Rademan", a United States national, existing and organized under the laws of the State of Pennsylvania, USA.

WHEREAS, the Government of the United States of America has filed a claim on behalf and for the benefit of Herbach & Rademan with the Iran-U.S. Claims Tribunal ("the Tribunal");

WHEREAS, Polyacryl Iran and Herbach & Rademan wish to settle all claims and disputes which are outstanding or capable of arising in connection with Case No. 12567 and its subject matter;

THEREFORE, Polyacryl Iran and Herbach & Rademan agree as follows:

ARTICLE ONE.

The scope and subject matter of this Agreement is to settle and dismiss, forever, all disputes, differences, claims, and matters directly or indirectly, raised or capable of arising out of the relationships, transactions, contracts and events related to and subject matters of the Case No. 12567, against Polyacryl Iran, its agents, affiliates and subsidiary companies and/or against the Islamic Republic of Iran, its political subdivisions, Iranian entities, agencies, organizations, institutions and instrumentalities.

ARTICLE TWO

1. In consideration of full and final settlement of all disputes, differences and claims existing or capable of arising in connection with Case No. 12567, Herbach & Rademan will be paid the sum of (US\$ 1,400) only. (The "Settlement Amount").

2. Upon the issuance of the Award on Agreed Terms all titles, rights, benefits and interests of Claimant in the parts, equipment and properties claimed for in the Statement of Claim and other submissions in the Case No. 12567 are transferred unconditionally, irrevocably, without any lien or incumbrance and without the right to any recourse, to

Polyacryl Iran. Claimant shall prepare and submit to the Tribunal, together with this Settlement Agreement, a notarized statement certifying that those parts, equipment, and properties are the property of Polyacryl Iran, have previously been delivered to Polyacryl's Agent (E.I. Du Pont De Nemours & Company), and that Claimant has no objection whatsoever to the exportation of those parts, equipment, and properties to Polyacryl Iran by E.I. Du Pont De Nemours & Company. This document shall be handed over by the Tribunal to the Agent of the Islamic Republic of Iran, upon the issuance of the Award on Agreed Terms.

3. The Parties agree to submit this Agreement to the Agents of the Governments of the United States of America and the Islamic Republic of Iran in order to be filed with the Iran-U.S. Claims Tribunal on or before 30 day of Aug. 1988 for recording as an Arbitral Award on Agreed Terms.

ARTICLE THREE

Upon the issuance by the Tribunal of the Award on Agreed Terms, Polyacryl Iran and Herbach & Rademan shall cause, without delay and with prejudice, all proceedings between the Parties and against the Islamic Republic of Iran, its agencies, entities, and instrumentalities 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 the Islamic Republic of Iran, in relation to the claims and matters related to the Claim or any past dealings.

ARTICLE FOUR

(1) Upon the issuance by the Tribunal of the Award on Agreed Terms, Polyacryl Iran and Herbach & Rademan for themselves and their parent companies (should there be any), subsidiaries, affiliates, directors, officers, employees and agents (and for the successors, transferees, and assigns of themselves and their subsidiaries and affiliates, directors, officers, and employees) by this Agreement release and forever discharge each other and their parent companies (should there be any), subsidiaries, affiliates, directors, officers and employees (and the successors, transferees, and assigns of each other and their subsidiaries, affiliates, directors, officers and employees) from any and all liability that they ever had, now have and/or in the future may have against each other in connection with Case No. 12567.

(2) Upon the issuance by the Tribunal of the Award on Agreed Terms, Herbach & Rademan shall, for itself and its parent companies (should there be any), subsidiaries, affiliates, directors, officers and employees (and for the successors, transferees, and assigns of itself and its parent companies, subsidiaries, affiliates, directors, officers and employees), by this Agreement release and forever discharge all Respondents in Case No. 12567 including the Islamic Republic of Iran, its agencies, entities and instrumentalities 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 the contracts, transactions, and occurrences related to the subject-matters of the Claim, and/or any other past dealings.

(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 the issuance by the Tribunal of the Award on Agreed Terms, Polyacryl Iran and Herbach & Rademan 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 asserted (or which might have been asserted) before the Iran-U.S. Claims Tribunal, U.S. courts or elsewhere with respect to and in connection with the matters involved in the Claim.

ARTICLE SIX

Upon the issuance by the Tribunal of the Award on Agreed Terms, 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 in implementing this Agreement.

ARTICLE SEVEN

(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 in any matter other than Case No. 12567. 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 Iran-U.S. Claims 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. 12567. Nothing in this Settlement Agreement shall be relied upon or construed as relevant to or affect in any way any arguments Polyacryl Iran or the Islamic Republic of Iran, its agencies, instrumentalities, and entities 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 shall be null and void if not approved by Polyacryl Iran authorities and not filed with the Tribunal by 30 August, 1988, 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 position 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 TEN

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

In witness whereof, the parties hereto have executed and delivered this Agreement.

Herbach & Rademan
Incorporated

Polyacryl Iran Corporation

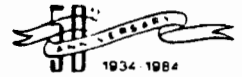
By: *Joseph A. Shugart*
Date: *July 24, 1988*

By: *M. Kassian*
Date: *Jan. 4, 1988*

[Signature]
M. MOVI



HERBACH & RADEMAN, INC.



February 24, 1988

Mr. Michael F. Raboin
Deputy Agent of the United States
American Embassy
Lange Voorhout 102
2514 EJ The Hague
Netherlands

Gentlemen: RE: Claim No. 12567

Herbach & Rademan, Inc. certifies the following:

1. all titles, rights, benefits and interests Herbach & Rademan, Inc. had in the parts, equipment and properties at issue in Case No. 12567 are now the property of Polyacryl Iran;
2. the parts, equipment and properties have previously been delivered by Herbach & Rademan, Inc. to either Polyacryl Iran or to Polyacryl's Agent -- E. I. DuPont De Nemours & Company (whichever is applicable); and
3. that Herbach & Rademan, Inc. has no objection whatsoever to the exportation of the parts, equipment and properties at issue in Case No. 12567 to Polyacryl Iran by E. I. DuPont de Nemours & Company.

HERBACH & RADEMAN, INC.

Gordon Taplinger
Gordon Taplinger
Notary Public

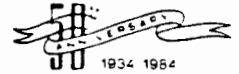
Joseph S. Shrager
Joseph S. Shrager
Chairman of the Board

Notary Public
Gordon Taplinger
February 24, 1988

Notary Public
Gordon Taplinger
February 24, 1988



HERBACH & RADEMAN, INC.



February 24, 1988

Mr. Michael F. Raboin
Deputy Agent of the United States
American Embassy
Lange Voorhout 102
2514 EJ The Hague
Netherlands

Gentlemen: RE: Claim No. 12567

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3. that Herbach & Rademan, Inc. has no objection whatsoever to the exportation of the parts, equipment and properties at issue in Case No. 12567 to Polyacryl Iran by E. I. DuPont de Nemours & Company.

HERBACH & RADEMAN, INC.

Gordon Taplinger (handwritten signature)

Gordon Taplinger
Notary Public

Joseph S. Shrager (handwritten signature)

Joseph S. Shrager
Chairman of the Board

Notary Public Seal: FEB 24 1988

Notary Public Seal: FEB 24 1988