

ORIGINAL DOCUMENTS IN SAFE

Case No. 321

Date of filing: 26 Apr '94

** AWARD - Type of Award AI
 - Date of Award 26 Apr '94
4 pages in English 5 pages in Farsi
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** 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 داورى دعاوى ایران - ایالات متحده

CASE NO. 321

CHAMBER ONE

AWARD NO. 555-321-1

UNIVERSITY OF SOUTHERN
CALIFORNIA,

Claimant

and

ISLAMIC REPUBLIC OF IRAN,
ET AL.

Respondents.

IRAN-UNITED STATES CLAIMS TRIBUNAL	دیوان داورى دعاوى ایران - ایالات متحده
FILED	ثبت شد
DATE	26 APR 1994
	تاریخ ۶ / ۲ / ۱۳۷۲

DUPLICATE
ORIGINAL
«نسخه برابر اصل»

AWARD ON AGREED TERMS

1. On 8 April 1994, the Claimant, UNIVERSITY OF SOUTHERN CALIFORNIA, and the Respondents, MINISTRY OF CULTURE AND HIGH EDUCATION, MINISTRY OF EDUCATION, NATIONAL IRANIAN OIL COMPANY, ATOMIC ENERGY ORGANIZATION OF IRAN, ISLAMIC REPUBLIC OF IRAN BROADCASTING ORGANIZATION for itself and on behalf of SCHOOL OF TELEVISION AND CINEMA, TELECOMMUNICATIONS COMPANY OF IRAN, ORGANIZATION FOR ADMINISTRATION AND EMPLOYMENT, UNIVERSITY OF TEHRAN, UNIVERSITY OF SHAHID BEHESHTI (formerly, NATIONAL UNIVERSITY OF IRAN), UNIVERSITY OF ISFAHAN, UNIVERSITY OF FERDOWSI, UNIVERSITY OF SHAHID CHAMRAN (formerly, UNIVERSITY OF JONDI SHAHPOUR), UNIVERSITY OF KERMAN, UNIVERSITY OF COMPLEX FOR ARTS, HUMANITIES AND LETTERS UNIVERSITY COMPLEX, STATE MANAGEMENT TRAINING CENTER, ALAVI FOUNDATION, INSTITUTE FOR INTELLECTUAL DEVELOPMENT OF CHILDREN AND YOUNG ADULTS, INDUSTRIAL DEVELOPMENT AND RENOVATION ORGANIZATION OF IRAN on behalf of TECHNOLOGY INC., and THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF IRAN, (collectively "the Parties") filed with the Tribunal a Joint Request for Arbitral Award on Agreed Terms ("the Joint Request"), and attached thereto, a Settlement Agreement in Case No. 321, Chamber One, dated 11 August 1993 ("the Settlement Agreement"), signed by the representatives of the Parties. In the Joint Request the Parties explain that the Settlement Agreement "provides for full and final settlement of all disputes, differences, claims, counter-claims, and matters directly or indirectly raised out of the relationships, 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. 321."

2. Furthermore, in the Joint Request the Parties request the Tribunal to issue, pursuant to Article 34 of the Tribunal Rules, an Arbitral Award on Agreed Terms that will record and give effect to the Settlement Agreement. Copies of both the Joint

Request and the Settlement Agreement are attached and incorporated herein by reference.¹

3. According to paragraph 1 of the Settlement Agreement,

"[t]he scope and subject matter of this Settlement Agreement is to settle and dismiss, for ever, all disputes, differences, claims, counterclaims, and matters directly or indirectly raised or capable of arising out of the relationships, transactions, contracts, and events in any manner related to the subject matter of the Statement of Claim, Counterclaims, and other submissions by the Parties in Case No. 321."

4. The Settlement Agreement also provides, inter alia, that

"[t]his Settlement Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any and all prior agreements and understandings between the Parties hereto pertaining to the subject matter hereof, excepting only that certain Agreement executed concurrently herewith by Claimant and National Iranian Oil Company, and the Contract and the Chair referenced therein[.]" (ibid., paragraph 14.)

The copy of that Agreement is also attached to the Settlement Agreement and incorporated herein by reference.

5. The Tribunal notes that the Settlement Agreement does not provide for any payment from the Security Account established pursuant to paragraph 7 of the Declaration of the Government of the Democratic and Popular Republic of Algeria dated 19 January 1981.

6. The Tribunal accepts the Settlement Agreement in accordance with Article 34, paragraph 1, of the Tribunal Rules.

¹ Paragraph 11 of the Settlement Agreement provides that the Parties should submit the Settlement Agreement to the Tribunal on or before 11 April 1994, provided however that "[i]f th[e] Settlement Agreement is not submitted on such date, or within such additional time as Parties may, through counsel, agree in writing, 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." The Tribunal notes that the Settlement Agreement was filed with the Tribunal on 8 April 1994.

7. Based on the foregoing,

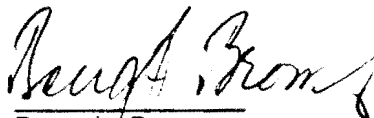
THE TRIBUNAL AWARDS AS FOLLOWS:

(a) The Settlement Agreement is hereby recorded as an Award on Agreed Terms binding upon UNIVERSITY OF SOUTHERN CALIFORNIA, MINISTRY OF CULTURE AND HIGH EDUCATION, MINISTRY OF EDUCATION, NATIONAL IRANIAN OIL COMPANY, ATOMIC ENERGY ORGANIZATION OF IRAN, ISLAMIC REPUBLIC OF IRAN BROADCASTING ORGANIZATION for itself and on behalf of SCHOOL OF TELEVISION AND CINEMA, TELECOMMUNICATIONS COMPANY OF IRAN, ORGANIZATION FOR ADMINISTRATION AND EMPLOYMENT, UNIVERSITY OF TEHRAN, UNIVERSITY OF SHAHID BEHESHTI (formerly, NATIONAL UNIVERSITY OF IRAN), UNIVERSITY OF ISFAHAN, UNIVERSITY OF FERDOWSI, UNIVERSITY OF SHAHID CHAMRAN (formerly, UNIVERSITY OF JONDI SHAHPOUR), UNIVERSITY OF KERMAN, UNIVERSITY OF COMPLEX FOR ARTS, HUMANITIES AND LETTERS UNIVERSITY COMPLEX, STATE MANAGEMENT TRAINING CENTER, ALAVI FOUNDATION, INSTITUTE FOR INTELLECTUAL DEVELOPMENT OF CHILDREN AND YOUNG ADULTS, INDUSTRIAL DEVELOPMENT AND RENOVATION ORGANIZATION OF IRAN on behalf of TECHNOLOGY INC., and THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF IRAN, in full and final settlement of the entire Case, each of which is bound to fulfill the conditions set forth in the Settlement Agreement.

(b) The Tribunal declares the proceedings in the Case No. 321 terminated in their entirety and with prejudice.

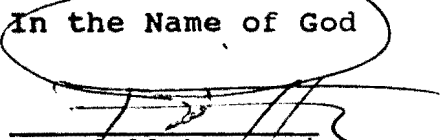
Dated, the Hague

26 April 1994



Bengt Broms
Chairman
Chamber One

In the Name of God



Assadollah Noori



Howard M. Holtzmann

IN THE NAME OF GOD

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Iran-United States Claims Tribunal

University of Southern California
Claimant,

v.

Islamic Republic of Iran et.al.,
Respondents.

Case No. 321

IRAN-UNITED STATES CLAIMS TRIBUNAL	Chamber One دویماد داری داری لغات-ایالات متحده
FILED	ثبت شد
DATE	8 APR 1994
	تاریخ ۱۳۷۲ / ۱ / ۱۹

JOINT REQUEST FOR ARBITRAL
AWARD ON AGREED TERMS

Pursuant to Article 34 of the Rules of Procedure of the Iran-United States Claims Tribunal (the "Tribunal"), University of Southern California ("Claimant"), a nonprofit corporation organized and existing under the laws of California, on one part, and Ministry of Culture and High Education, Ministry of Education, National Iranian Oil Company, Atomic Energy Organization of Iran, Islamic Republic of Iran Broadcasting Organization for itself and on behalf of School of Television and Cinema, Telecommunications Company of Iran, Organization for Administration and Employment, University of Tehran, University of Shahid Beheshti (formerly, National University of Iran), University of Isfahan, University of Ferdowsi, University of Shahid Chamran (formerly, University of Jondi Shahpour), University of Kerman, University of Complex for Arts, Humanities and Letters University Complex, State Management Training Center, Alavi Foundation, Institute for Intellectual Development of Children and Young Adults, Industrial Development and Renovation Organization of Iran on behalf of Technology Inc, and the Government of the Islamic Republic of Iran hereinafter collectively called "Respondents", on the other part, jointly request that the Tribunal issues an Arbitral Award on Agreed Terms that will record and give effect to the attached Settlement Agreement, which is incorporated herein by reference.

The Settlement Agreement, which was entered into on August 11, 1993, provides for full and final settlement of all disputes, differences, claims, counterclaims, and matters directly or indirectly raised out of the relationships, 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. 321

The representatives of the Parties expressly declare and

warrant that they are duly empowered to sign this Joint Request, and the signing of the Joint Request by the Agent of the Islamic republic of Iran to the Tribunal and the representatives of other Respondents, and Claimant shall signify that all necessary authorities have given their approval.

Respectfully submitted,

Agent of the Islamic Republic of Iran for the Government and on behalf of all other respondents as named below:

University of Southern California

By: Dennis O. Dougherty

By:-----

8-4-94

Ministry of Culture and High Education

By:-----

Ministry of Education

By:-----

National Iranian Oil Company

By:-----

Atomic Energy Organization of Iran

By:-----

Islamic Republic of Iran Broadcasting Organization

By:-----

Telecommunications Company of Iran

By:-----

Organization for Administration and Employment

By:-----

University of Tehran,

By:-----

University of Shahid Beheshti,

By:-----

IN THE NAME OF GOD
Iran-United States Claims Tribunal

IRAN-UNITED STATES CLAIMS TRIBUNAL	دیوان داورى دناوى ایران - ایالات متحده
FILED DATE	ثبت شد 8 APR 1994 تاریخ ۱۳۷۳ / ۱۱ / ۱۹

University of Southern California
Claimant,

v.

Case No. 321
Chamber One

Islamic Republic of Iran et.al.,
Respondents.

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into this 11th day of August 1993, by and between University of Southern California ("Claimant"), a nonprofit corporation organized and existing under the laws of California, on one part, and Ministry of Culture and High Education, Ministry of Education, National Iranian Oil Company, Atomic Energy Organization of Iran, Islamic Republic of Iran Broadcasting Organization for itself and on behalf of School of Television and Cinema, Telecommunications Company of Iran, Organization for Administration and Employment, University of Tehran, University of Shahid Beheshti (formerly, National University of Iran), University of Isfahan, University of Ferdowsi, University of Shahid Chamran (formerly, University of Jondi Shahpour), University of Kerman, University of Complex for Arts, Humanities and Letters University Complex, State Management Training Center, Alavi Foundation, Institute for Intellectual Development of Children and Young Adults, Industrial Development and Renovation Organization of Iran on behalf of Technology Inc, and the Government of the Islamic Republic of Iran hereinafter collectively called "Respondents", on the other part. Claimant and Respondents are hereinafter collectively referred to as the "Parties".

WHEREAS, Claimant has filed a Statement of Claim with the Iran-United States Claims Tribunal ("the Tribunal") raising certain claims against the Respondents which claim was docketed by the Tribunal as Case No. 321;

Whereas, Respondents have asserted defenses and filed counterclaims in case No. 321;

WHEREAS, the Parties desire to resolve and to make full, complete, and final settlement of all their claims and disputes existing or capable of arising between them related to Case No. 321 and the claims and counterclaims filed therein;

NOW, THEREFORE, the Parties agree:

1. The scope and subject matter of this Settlement Agreement is to settle and dismiss, for ever, all disputes, differences, claims, counterclaims, and matters directly or indirectly raised or capable of arising out of the relationships, transactions, contracts and events in any manner related to the subject matter of the Statement of Claim, Counterclaims, and other submissions by the Parties in Case No. 321.

2. In consideration of the covenants and promises set forth herein, Claimant for itself and for its subsidiaries, affiliates, parents, predecessors, successors, and assigns hereby release, quitclaim, and forever discharge Respondents and their affiliates, subsidiaries, agencies, instrumentalities, predecessors, successors, and assigns, from and against any and all claims, demands, losses, damages, suits, actions and causes of action of any nature, whether in rem or in personam or otherwise, which they have ever had, now have or may have in future arising out of or in connection with Case No. 321

3. In consideration of the covenants and promises set forth herein, Respondents for themselves and for their affiliates,

subsidiaries, agencies, instrumentalities, predecessors, successors, and assigns hereby release, quitclaim, and forever discharge Claimant, and its subsidiaries, affiliates, parents, predecessors, successors, and assigns from and against any and all claims, demands, losses, damages, suits, actions and causes of action of any nature, whether in rem or in personam or otherwise, which they have ever had, now have or may have in the future arising out of or in connection with Case No. 321

4. The Parties expressly waive and relinquish all rights and benefits afforded by Section 1542 of the Civil Code of the State of California, and do so understanding and acknowledging the significance of such specific waiver of Section 1542. Section 1542 of the Civil Code of the State of California states as follows:

'A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.'

Thus, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge, the Parties expressly acknowledge that this Settlement Agreement is intended to include in its effect, without limitation, all claims which the Parties do not know or suspect to exist in their favor at the time of execution hereof, and that this Settlement Agreement contemplates the extinguishment of any such claim or claims.

5. Claimant shall indemnify and hold harmless Respondents, their affiliates, subsidiaries, agencies and instrumentalities, predecessors, successors, and assigns against any claim, counterclaim, action or proceeding that any or all of the Claimant, its subsidiaries, affiliates, predecessors, successors, and assigns may raise, assert, initiate or take against any or all of the Respondents, their affiliates, subsidiaries, agencies, instrumentalities, predecessors,

successors, and assigns relating to , or arising out of, or capable of arising out of, the contracts, transactions, relationships, rights, or occurrences, and any matters that are the subject of the claims raised in case No. 321.

6. Respondents shall indemnify and hold harmless Claimant, its subsidiaries, affiliates, agencies, instrumentalities, trustees, officers, parents, predecessors, successors and assigns against any claim, counterclaim, action or proceeding that any or all of the Respondents, their affiliates, subsidiaries, agencies, instrumentalities, predecessors, successors and assigns may raise, assert, initiate or take against any or all of the Claimant, its subsidiaries, affiliates, agencies, instrumentalities, trustees, officers, parents, predecessors, successors, and assigns relating to or arising out of, or capable of arising out of, the contracts, transactions, relationships, rights or occurrences and any matters that are the subject of the counterclaims raised in Case No. 321.

7. Upon the issuance of the Arbitral Award on Agreed Terms, the Parties shall not directly, indirectly, individually, or in conjunction with others at any time thereafter take or pursue any legal action or initiate or pursue arbitral or court proceedings or otherwise make any claim whatsoever against each other or any of their respective subsidiaries, affiliates, agencies, instrumentalities, trustees, officers, parents, predecessors, successors, assigns, agencies, or instrumentalities, with respect to the subject matter of the claims and counterclaims in Case No. 321.

8. Upon the issuance of the Arbitral Award on Agreed Terms, the Parties shall waive any and all claims for costs, including attorneys' fees, arising out of or related in any way to the arbitration, prosecution, or defense of any claim before any forum including the Iran-United States Claims Tribunal with respect to Case No. 321.

9. This Settlement Agreement is for the sole purpose of settling the disputes at issue in Case NO. 321. Nothing in this Settlement Agreement shall be relied upon or construed as relevant to or to affect in any way any argument or position that the Parties or their subsidiaries, affiliates, agencies, instrumentalities, trustees, officers, parents, predecessors, successors, assigns have raised or may raise concerning the jurisdiction or the merits of other cases, whether before the Tribunal or any other forum or fora. This Settlement Agreement shall not constitute a legal precedent for any person or party, and shall not be used except for the sole purpose of giving effect to its terms, and shall not prejudice or affect other rights of the Parties or the rights of any other person in other cases before the Tribunal or elsewhere.

10. The releases, waivers, transfers, undertakings, obligations, and agreements herein are self-executing upon the issuance of the Arbitral Award on Agreed Terms, and need not be authorized, evidenced, or signified by any additional document, agreement, or other writing.

11. The Parties agree to submit the Settlement Agreement on or before April 11, 1994 to the Tribunal to be recorded as an Arbitral Award on agreed Terms. If this Settlement Agreement is not submitted on such date, or within such additional time as Parties may, through counsel, agree in writing, 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.

12. If for any reason the Award on Agreed Terms is not issued, final, and binding within 30 days of submitting of the Settlement Agreement to the Tribunal, then, unless otherwise agreed in writing by the Parties, the Tribunal shall resume jurisdiction over all claims and counterclaims in Case No. 321

and the Parties shall be placed in the same position as they had occupied prior to this Settlement Agreement as if it had not been entered into.

13. The representatives of the Parties, expressly declare that they are duly empowered to sign this Settlement Agreement and that their signatures will commit their respective principals to fulfillment of their obligations under this Settlement Agreement without any limitations whatsoever, and the signing of this Settlement Agreement by Iran's Agent, other Respondents and Claimant, shall signify that all such authorities have given their approval.

14. This Settlement Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any and all prior agreements and understandings between the Parties hereto pertaining to the subject matter hereof, excepting only that certain Agreement executed concurrently herewith by Claimant and National Iranian Oil Company, and the Contract and the Chair referenced therein

15. For the purpose of construction and interpretation of this Settlement Agreement the entire agreement shall be read and construed as a whole without giving any specific effect to any article separately.

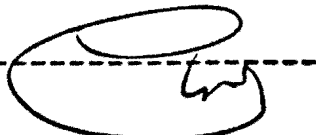
16. This Settlement Agreement (in four originals in each language) has been written and signed in English and Persian, and each text shall have equal validity.

IN WITNESS WHEREOF, the Parties have executed and delivered this Settlement Agreement this 11th day of AUGUST, 1992.

Agent of the Islamic Republic of Iran for the Government and on behalf of all other respondents as named below:

University of Southern California
By: Dennis D. Dwyer

By:-----



8-4-94

Ministry of Culture and High Education

By:-----

Ministry of Education

By:-----

National Iranian Oil Company

By:-----

Atomic Energy Organization of Iran

By:-----

Islamic Republic of Iran Broadcasting Organization

By:-----

Telecommunications Company of Iran

By:-----

Organization for Administration and Employment

By:-----

University of Tehran,

By:-----

University of Shahid Beheshti,

By:-----

University of Isfahan

By:-----

University of Ferdowsi

By:-----

University of Shahid Chamran

By:-----

University of Kerman

By:-----

Humanities and Letters University Complex

By:-----

University of Complex for Arts

By:-----

State Management Training Center

By:-----

Alavi Foundation

By:-----

Institute for Intellectual Development of Children and Young Adults

By:-----

Industrial Development and Renovation Organization of Iran

By:-----

AGREEMENT

This Agreement is entered into between the University of Southern California ("University"), on the one part, and National Iranian Oil Company ("NIOC"), on the other part. The University and NIOC are in this Agreement collectively referred to as the "Parties".

WHEREAS, pursuant to the terms of the Settlement Agreement executed simultaneously herewith relating to Case No. 321 (the "Settlement Agreement") before the Iran-United States Claims Tribunal, the Parties have agreed to release each other from any claims whatsoever arising out of or in connection with Case No. 321,

WHEREAS, the Parties had concluded an endowed fellowship Contract dated September 29, 1972, which under its terms the University is required to provide certain limited financial support to the Iranian students pursuing Master of Science degree in Engineering at the University (the "Contract");

WHEREAS, pursuant to the agreement between the Parties, University was paid the amount of \$ 1,000,000 (one million U.S. dollar) for establishing a professorship chair at the University in the field of oil engineering (the "Chair");

WHEREAS, the Parties desire to re-establish their scientific and educational relations based on the Contract.

NOW, THEREFORE, the Parties agree:

(1) Notwithstanding the terms of the Settlement Agreement, the rights and obligations of the Parties hereunder shall survive the execution of the Settlement Agreement.

(2) The Contract will be implemented hereafter under the title of "National Iranian Oil Company Fellowships".

(3) University undertakes, as provided by the Contract, to grant hereafter the fellowships in each year commencing September 1993 at least to two Iranian students who are appropriately qualified, eligible and approved under the terms of the Contract.

(4) University undertakes that the Chair shall hereafter be operational in the name of "National Iranian Oil Company".

(5) NIOC and University will undertake all reasonable steps to assure the implementation of their agreements as set forth above.

(6) Since NIOC does not have any office in New York, the University shall forward the announcement of fellowships and all the other relevant information directly to NIOC head office in Tehran.

(7) This Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any and all prior agreements or understandings between the Parties hereto pertaining to the subject matter hereof, excepting only the Contract and the Chair.

IN WITNESS WHEREFORE, the Parties hereto have executed and delivered this Agreement this 11th day of AUGUST, 1993.

National Iranian Oil Company

S. M. Zeineddin

By: *[Signature]*-----

Date:-----

University of Southern California

By: *[Signature]*-----

Date: 8/11/93-----