

ORIGINAL DOCUMENTS IN SAFECase No. B15

B15-47

Date of filing: 29 Jan '90

** AWARD - Type of Award AAT
- Date of Award 29 Jan '90
4 pages in English 4 pages in Farsi
+ JRS + SA

** DECISION - Date of Decision _____
_____ pages in English _____ pages in Farsi

** CONCURRING OPINION of _____

- Date _____
_____ pages in English _____ pages in Farsi

** SEPARATE OPINION of _____

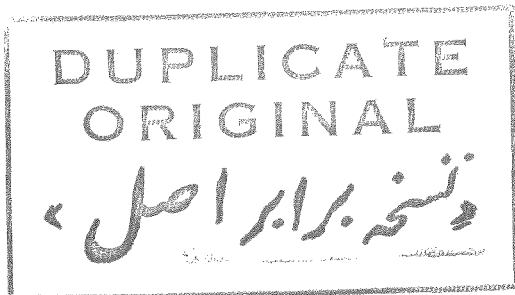
- Date _____
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** DISSENTING OPINION of _____

- Date _____
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** OTHER; Nature of document: _____

- Date _____
_____ pages in English _____ pages in Farsi



CASE NO. B15

CHAMBER THREE

AWARD NO. 466-B15-3

THE MINISTRY OF DEFENSE OF THE
ISLAMIC REPUBLIC OF IRAN,

Claimant,

and

THE UNITED STATES OF AMERICA,

Respondent.

IRAN-UNITED STATES CLAIMS TRIBUNAL	دیوان دآوری دعاوی ایران - ایالات متحدہ
FILED	ثبت شد
DATE	29 JAN 1990
	تاریخ ۱۳۶۸ / ۱۱ / ۹

AWARD ON AGREED TERMS

1. THE MINISTRY OF DEFENSE OF THE ISLAMIC REPUBLIC OF IRAN ("Iran") submitted its Statement of Claim on 15 January 1982 against NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION, DEPARTMENT OF COMMERCE ("the United States"). On 12 July 1982 the United States submitted its Statement of Defense.

2. On 11 December 1989 a Joint Request for Arbitral Award on Agreed Terms ("Joint Request"), 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, was filed with the Tribunal in the above Case. Attached thereto was a Settlement Agreement dated 5 December 1989 and 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. In the Joint Request the Tribunal is requested to record the Settlement Agreement as an Arbitral Award on Agreed Terms and terminate Case No. B15 in its entirety and with prejudice. Copies of the Joint Request and Settlement Agreement are attached hereto and incorporated by reference.

3. The Settlement Agreement provides in Article I that "[i]n 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. B15, the sum of U.S. \$700,000 (Seven Hundred Thousand Dollars) ("the Settlement Amount") shall be paid to Iran. The Settlement Amount shall be paid by means of a check to be delivered to the Agent of the Islamic Republic of Iran simultaneously with the submission of this Agreement to the Tribunal."

4. The Settlement Agreement in Article II further provides that "[u]pon the issuance by the Tribunal of the Award on Agreed Terms, the United States and Iran shall cause, without delay and with prejudice, all proceedings in all courts, fora, 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 or Iran, in relation to the claims and matters related to Case No. B15."

5. The Tribunal notes that an "Acknowledgement of Receipt" dated 11 December 1989, signed by the Agent of the Government of the Islamic Republic of Iran and attached to the Joint Request, confirms the receipt of United States Treasury check No. 3007-18390095, dated December 7, 1989, as stipulated in Article I of the Settlement Agreement.

6. The provisions of the Settlement Agreement and the Joint Request fulfill the requirements for the issuance of an Award on Agreed Terms. The Tribunal therefore accepts the Settlement Agreement in accordance with Article 34, paragraph 1, of the Tribunal Rules.


7. Based on the foregoing,

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 MINISTRY OF DEFENSE OF THE ISLAMIC REPUBLIC OF IRAN and on THE GOVERNMENT OF THE UNITED STATES OF AMERICA.
- b) In accordance with the Settlement Agreement, the United States is obligated to pay to Iran the amount of Seven Hundred Thousand Dollars (U.S.\$700,000).


- c) As the Agent of the Government of the Islamic Republic of Iran has acknowledged the receipt of a check for the above amount from the Agent of the Government of the United States, simultaneously with the submission of the Settlement Agreement to the Tribunal on 11 December 1989, this Award is final and binding on the Parties and disposes of all claims and matters asserted in this Case.

Dated, The Hague,
29 January 1990

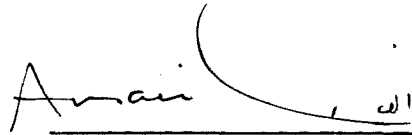


Gaetano Arangio-Ruiz
Chairman
Chamber Three

In the name of God



Richard C. Allison



Parviz Ansari Moin

Before
The Iran-U.S. Claims Tribunal
The Hague, The Netherlands
Case No. B15
Chamber Three

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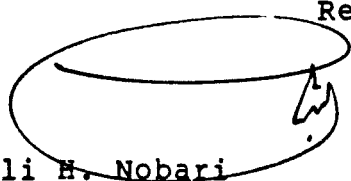
JOINT REQUEST FOR ARBITRAL AWARD ON AGREED TERMS

Pursuant to Article 34 of the Tribunal Rules, the Government of the United States (National Oceanic and Atmospheric Administration, Department of Commerce) and the Ministry of Defense of the Islamic Republic of Iran jointly request that the Tribunal issue an Arbitral Award on Agreed Terms that will record and give effect to the attached Settlement Agreement.

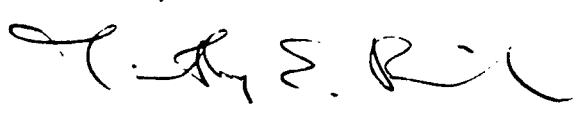
On December 5, 1989, the parties to Case No. B15 entered into a Settlement Agreement which provides that, in consideration of full and final settlement of all disputes, differences, claims and matters directly or indirectly raised or capable of arising out of the relationships, transactions, contracts and events related to the subject matter of Case No. B15, the sum of U.S. \$700,000 (Seven Hundred Thousand Dollars) shall be paid to Iran.

The undersigned request the Tribunal to record the Settlement Agreement as an Arbitral Award on Agreed Terms and terminate Case No. B15 in its entirety and with prejudice.

Respectfully submitted,


Ali H. Nobari
Agent of the Government
of the Islamic Republic
of Iran to the Iran-U.S.
Claims Tribunal

Date 12/9/89

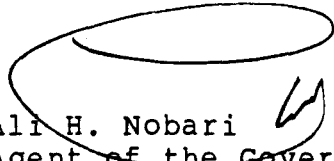

Timothy E. Ramish
Agent of the Government
of the United States
to the Iran-U.S.
Claims Tribunal

Date Dec 11, 1989

IN THE NAME OF GOD

Acknowledgement of Receipt

I hereby acknowledge receipt, from the Agent of the Government of the United States to the Iran-U.S. Claims Tribunal, of United States Treasury check No. 3007-18390095, dated December 7, 1989, in full and final settlement of Case No. B15, in accordance with the Settlement Agreement dated December 5, 1989.


Ali H. Nobari
Agent of the Government of
the Islamic Republic of Iran
to the Iran-U.S. Claims Tribunal

Date: 11-12-1989

SETTLEMENT AGREEMENT

This Settlement Agreement ("the Agreement") is made this fifth day of December, 1989, by and between the Government of the United States (National Oceanic and Atmospheric Administration, Department of Commerce) (hereinafter referred to as the United States) and the Ministry of Defense of the Islamic Republic of Iran (hereinafter referred to as Iran).

WHEREAS, the United States and Iran are Parties to Case No. B15 with the Iran-U.S. Claims Tribunal ("the Tribunal");

WHEREAS, the United States and Iran wish to settle all claims and disputes which are outstanding or capable of arising in connection with Case No. B15 and its subject matter;

THEREFORE, the United States and Iran agree as follows:

Article I

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. B15, the sum of U.S. \$700,000 (Seven Hundred Thousand Dollars)

IRAN-UNITED STATES CLAIMS TRIBUNAL	دیوان داورى دعاوى ایران - ایالات متحده
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("the Settlement Amount") shall be paid to Iran. The Settlement Amount shall be paid by means of a check to be delivered to the Agent of the Islamic Republic of Iran simultaneously with the submission of this Agreement to the Tribunal.

Article II

Upon the issuance by the Tribunal of the Award on Agreed Terms, the United States and Iran shall cause, without delay and with prejudice, all proceedings in all courts, fora, 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 or Iran, in relation to the claims and matters related to Case No. B15.

Article III

1. In consideration of the covenants, premises, and other agreements contained herein, upon the issuance of the Award on Agreed Terms by the Tribunal the United States and Iran 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 No. B15.

2. Should any claims be pending or filed by a third party in any court or forum against any 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. B15, the Party who has effected or caused such assignment or transfer of rights shall be exclusively liable to such third party.

Article IV

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 to implement this Agreement.

Article V

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 Case No. B15. 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 case before the Tribunal or any other forum, except that the Parties may use this Agreement for the purpose of implementing its terms.

Article VI

Upon the issuance of the Award on Agreed Terms, the United States and Iran 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. B15 and/or in this Settlement Agreement.


Article VII

This Settlement Agreement is to be submitted to the Tribunal on or before February 1, 1990. 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.

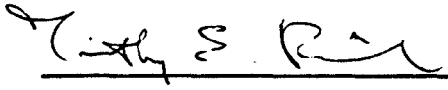
Article VIII

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

For Iran:

By 
Date 9A 19, 16

For The United States:

By 
Date 12/17