

ORIGINAL DOCUMENTS IN SAFE

Case No. B27

Date of filing: 16-Mar-89

** AWARD - Type of Award on Agreed Terms
 - Date of Award 16-Mar-89
5 pages in English 5 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

CASES NOS. B27/B47

CHAMBER THREE

AWARD NO. 418-B27/B47-3

Case No. B27

THE DEPARTMENT OF ENERGY
(OAK RIDGE OPERATIONS),
an agency of the Government of the
United States of America,
Claimant,

and

THE ATOMIC ENERGY ORGANIZATION OF IRAN,
an agency of the Government of the
Islamic Republic of Iran,
Respondent.

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه داورى دعاوى ایران - ایالات متحده
FILED - ثبت شده	
Date	16 MAR 1989
	۱۳۶۷ / ۱۲ / ۲۵ تاریخ

Case No. B47

THE ATOMIC ENERGY ORGANIZATION OF IRAN,
an agency of the Government of the
Islamic Republic of Iran,
Claimant,

and

THE NATIONAL AUDIOVISUAL CENTER,
an agency of the Government of the
United States of America,
Respondent.

DUPLICATE ORIGINAL
نسخه برابر اصل

AWARD ON AGREED TERMS

1. THE GOVERNMENT OF THE UNITED STATES, and in particular THE DEPARTMENT OF ENERGY (OAK RIDGE OPERATIONS) ("ORO"), submitted a Statement of Claim on 19 January 1982 against THE ISLAMIC REPUBLIC OF IRAN, and in particular THE ATOMIC ENERGY ORGANIZATION OF IRAN ("AEOI"). ORO's Claim was assigned to Chamber One as Case No. B27. On 30 September 1982 AEOI submitted its Statement of Defence.

2. AEOI, an agency of the Government of the Islamic Republic of Iran, submitted a Statement of Claim on 15 January 1982 against THE NATIONAL AUDIOVISUAL CENTER ("NAC"), an agency of the Government of the United States. AEOI's Claim was assigned to Chamber Three as Case No. B47. On 19 July 1982 the United States submitted a Statement of Defence.

3. On 23 February 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 Cases. Attached thereto was a Settlement Agreement dated 25 July 1988 and signed by AEOI, NAC and ORO ("the Parties"). In the Joint Request the Tribunal was requested to record the Settlement Agreement as an Arbitral Award on Agreed Terms. Copies of the Joint Request and Settlement Agreement are attached hereto and incorporated by reference.

4. By Memorandum of the President dated 7 March 1989, the Registry of the Tribunal was instructed to transfer Case No. B27 from Chamber One to Chamber Three. On 7 March 1989 Case No. B27 was reassigned to Chamber Three.

5. 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 indi-

rectly raised or capable of arising out of the relationships, transactions, contracts and events related to the subject matters of Cases Nos. B27 and B47:"

- a) NAC undertakes to deliver to AEOI before 1 March 1989, through the office of the Agent of the Government of the Islamic Republic of Iran, copies of films together with a statement signed by an authorized representative of NAC, both items being more particularly described in Article I, paragraph 1, of the Settlement Agreement; and
- b) the sum of three thousand eight hundred seventy six United States dollars and twenty five cents (U.S.\$3,876.25) ("the Settlement Amount") shall be paid to ORO.

6. The Settlement Agreement in Article II further provides that, upon issuance of the Award on Agreed Terms, the Parties shall, among other reciprocal obligations, dismiss, withdraw and terminate all judicial or administrative proceedings between them, including proceedings before this Tribunal, "in relation to the claims and matters related to Cases Nos. B27 and B47."

7. The Tribunal notes that an "Acknowledgement of Receipt" dated 23 February 1989, signed by the Agent of the Government of the Islamic Republic of Iran and attached to the Settlement Agreement, acknowledges receipt of the films prior to 1 March 1989 as stipulated in Article I, paragraph 1, of the Settlement Agreement. The Tribunal also notes that a Certificate dated 25 July 1988, signed by John Machado, Chief of the Distribution Services Branch of NAC, and attached to the Settlement Agreement, is in compliance with the requirements stipulated in Article I, paragraph 1, of the Settlement Agreement.

8. Finding the provisions of the Settlement Agreement and the Joint Request in compliance with the conditions for the issuance of an Award on Agreed Terms, the Tribunal accepts the Settlement Agreement in accordance with Article 34 of the Tribunal Rules.

9. Based on the foregoing,


THE TRIBUNAL AWARDS AS FOLLOWS:

- a) The Settlement Agreement is hereby recorded as an Award on Agreed Terms binding on THE DEPARTMENT OF ENERGY (OAK RIDGE OPERATIONS) and THE NATIONAL AUDIOVISUAL CENTER, agencies of the Government of the United States of America, and THE ATOMIC ENERGY ORGANIZATION OF IRAN, an agency of the Government of the Islamic Republic of Iran, each of which is bound to fulfill the terms and conditions set forth in the Settlement Agreement.

- b) The payment obligation specified in Article I, paragraph 2, of the Settlement Agreement in the amount of Three Thousand Eight Hundred Seventy Six United States Dollars and Twenty Five Cents (U.S.\$3,876.25) shall be satisfied by payment to THE DEPARTMENT OF ENERGY (OAK RIDGE OPERATIONS) out of 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.

- c) This Award is submitted to the President of the Tribunal for the purpose of notification to the Escrow Agent.

Dated, The Hague
16 March 1989




Gaetano Arangio-Ruiz
Chairman
Chamber Three

In the name of God



Richard C. Allison



Parviz Ansari Moin

IN THE NAME OF GOD

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

Case No. B 27
Chamber One

Case No. B 47
Chamber Three

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه داری دعاری ایران-ایالات متحده
ثبت شد - FILED	
Date	23 FEB 1989
	۱۳۶۷ / ۱۲ / ۴
	تاریخ

JOINT REQUEST FOR ARBITRAL AWARD
ON AGREED TERMS

Pursuant to Article 34 of the Tribunal Rules, the Government of the United States, more particularly the Department of Energy (Oak Ridge Operations)(ORO) and the National Audiovisual Center, an office of the United States National Archives and Records Administration (NAC) and the Atomic Energy Organization of Iran, an agency of the Islamic Republic of Iran (AEOI) jointly request that the Tribunal issue an Arbitral Award on Agreed Terms that will record and give effect to the attached Settlement Agreement.

On 25 JULY 1988, AEOI and ORO and NAC have entered into a Settlement Agreement which provides that in consideration of twenty six 16 mm colour/sound scientific films to be delivered by NAC to AEOI, ORO shall be paid from the Security Account the amount of U.S. \$ 3,876.25 (three thousand eight hundred seventy six United States dollars and twenty five cents) in complete and final settlement of all claims and disputes now existing or capable of arising in connection with Cases Nos. B27 and B47.

The undersigned request the Tribunal to record the Settlement Agreement as an Arbitral Award on Agreed Terms, and terminate Cases Nos. B27 and B47.

Respectfully submitted,

Michael F. Raboin

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

Date 23-2-89

بیتو عالی

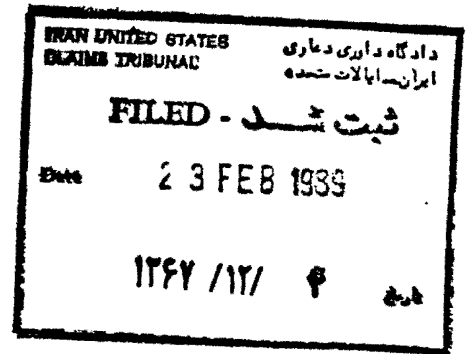


Mohammad K. Eshragh,
Agent of the Government of the
Islamic Republic of Iran to the
Iran-U.S. Claims Tribunal

Date 23.2.89

IN THE NAME OF GOD

SETLEMENT AGREEMENT



This Settlement Agreement ("the Agreement") is made this 25th day of JULY 1988 (25 - 7 - 88) by and between the Government of the United States, more particularly the Department of Energy (Oak Ridge Operations) (hereinafter referred to as ORO) and the National Audiovisual Center, an office of the United States National Archives and Records Administration (hereinafter referred to as NAC), on one part and the Atomic Energy Organization of Iran, an agency of the Islamic Republic of Iran (hereinafter referred to as AEOI), on the other part.

WHEREAS, AEOI, and NAC and ORO are parties to Cases Nos. B27 and B47 with the Iran-U.S. Claims Tribunal ("the Tribunal");

WHEREAS, AEOI and NAC and ORO wish to settle all claims and disputes which are outstanding or capable of arising in connection with Cases Nos. B27 and B47 and their subject matters;

THEREFORE, AEOI and NAC and ORO 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 matters of Cases Nos. B27 and B47:

1. NAC undertakes to deliver to AEOI, without any charge or right of any recourse, new copies of twenty six 16 mm colour sound scientific films ("the films"), in accordance with the attached list; together with a statement signed by an authorized representative of NAC ("the certificate") confirming that, to the best of his knowledge and belief, the films are, for all purposes, in conformity with the films ordered and claimed for by AEOI, and that the films are newly copied and are free from any mechanical defects.

The films and the certificate shall be delivered to AEOI through the office of the Agent of the Islamic Republic of Iran to the Iran-U.S. Claims Tribunal in the Hague, and the delivery shall take place before ~~MARCH 1, 1989~~ If the films and the certificate are not delivered to the Agent of the Islamic Republic of Iran on or before ~~MARCH 1, 1989~~ then the 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 Agreement.

2. The sum of US\$3,876.25 (three thousand eight hundred seventy six U.S. dollars and twenty five cents) ("the Settlement Amount") shall be paid to ORO out of 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.

Article II

Upon the issuance by the Tribunal of the Award on Agreed Terms, and in contemplation of payment of the Settlement Amount, AEOI, and NAC and ORO shall cause, without delay and with prejudice, all proceedings between the Parties 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 of America or the Islamic Republic of Iran, in relation to the claims and matters related to Cases Nos. B27 and B47.

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, and in contemplation of payment of the Settlement Amount, AEOI, and NAC and ORO 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 Cases B27 and B47.

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 Cases Nos. B27 and B47, 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 and in contemplation of 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, no further documents need to be executed in implementing 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 the Cases Nos. B27 and B47. 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 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, and in contemplation of payment of the Settlement Amount, AEOI, and NAC and ORO 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 Cases Nos. B27 and B47 and/or in this Settlement Agreement.

Article VII

This Settlement Agreement is to be submitted to the Tribunal on, or before MARCH 1, 1980. 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.

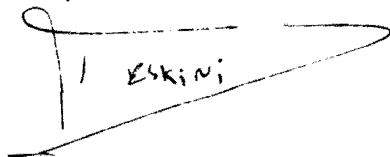
Article VIII

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
Atomic Energy
Organization of Iran

By Rahia ESKINI

Date 7 Dec. 1988



A handwritten signature in black ink, appearing to read "Rahia ESKINI", enclosed within a large, hand-drawn triangular shape.

For National Audiovisual Center

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

Date 23-2-89

For the Department of Energy
(Oak Ridge Operations)

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

Date 23-2-89

1. 0505. The Atom and Archaeology (1975). 25 minutes, color. *see attached*
2. 0462. The Atom and the Environment (1971). 22 minutes, color. *see attached*
3. 0429. The Atom and the Man on the Moon (1969). 13 minutes, color. 00412
4. 0448. Atomic Search (1970). 29 minutes, color. 154311/4
5. 0437. Atoms in Agriculture. (1969). 26 minutes, color. *see attached*
6. 0074. Basic Principles of Power Reactors (1962). 8½ minutes, color. 0014
7. 0463. The Bitter and the Sweet (1971). 29½ minutes, color. 007053
8. 0495. Building an Atomic Accelerator (1973). 28 minutes, color. 00526
9. 0084. Building Blocks of Life. (1962). 29 minutes. black and white. *see attached*
10. 0508. Challenge of the Future. (1975). 29 minutes, color 007707
11. 0407. Desalting the Seas. (1967). 17 minutes, color. 001533
12. 0507. Energy-The American Experience (1975). 28½ minutes, color 00778
13. 0494. The First Twenty-Five Years (1973). 28 minutes, color. 005371
14. 0500. The Heart of the Matter (1975). 6 minutes, color. *see attached*
15. 0454. In Search of a Critical Moment (1970). 28 minutes, color. 00047
16. 0446. A Journal of Plutonium (1969). 47 minutes, color. 442345
17. 0420. The Mighty Atom. (1968). 27 minutes, color. *see attached*
18. 0461. No Turning Back (1971). 27½ minutes, color. 554800
19. 0498. Safety-Second to None. (1974) 14½ minutes, color. 009105
20. 0443. The Safe Handling of Enriched Uranium (In an ERDA Production Plant) (1969). 22 minutes, color. 003326
21. 0471. Short-Lived Radioisotopes in Nuclear Medicine. (1971). 27 minutes, color. 007069
22. 0444. The Story of Oak Ridge Operations (1971). 28 minutes, color. 7177
23. 0484. A Superconducting Magnet for Fusion Research (1971) 22 minutes color. 004944
24. 0391. Waste Disposal by Hydraulic Fracturing (1966). 11 minutes, color. 003872
25. 0393. The Wooden Overcoat (1965). 14 minutes, color. 003596
26. 0452. Your Place in the Nuclear Age (1969). 26 minutes, color. 003917

1. 0505. The Atom and Archaeology (1975). 25 minutes, color. *see attached*
2. 0462. The Atom and the Environment (1971). 22 minutes, color. *see attached*
3. 0429. The Atom and the Man on the Moon (1969). 13 minutes, color. 0041
4. 0448. Atomic Search (1970). 29 minutes, color. 1573114
5. 0437. Atoms in Agriculture. (1969). 26 minutes, color. *see attached*
6. 0074. Basic Principles of Power Reactors (1962). 8½ minutes, color. 0014
7. 0463. The Bitter and the Sweet (1971). 29½ minutes, color. 007053
8. 0495. Building an Atomic Accelerator (1973). 28 minutes, color. 00536
9. 0084. Building Blocks of Life. (1962). 29 minutes. black and white. *see attached*
10. 0508. Challenge of the Future. (1975). 29 minutes, color. 007707
11. 0407. Desalting the Seas. (1967). 17 minutes, color. 001533
12. 0507. Energy-The American Experience (1975). 28½ minutes, color. 00778
13. 0494. The First Twenty-Five Years (1973). 28 minutes, color. 005371
14. 0500. The Heart of the Matter (1975). 6 minutes, color. *see attached*
15. 0454. In Search of a Critical Moment (1970). 28 minutes, color. 00047
16. 0446. A Journal of Plutonium (1969). 47 minutes, color. 442345
17. 0420. The Mighty Atom. (1968). 27 minutes, color. *see attached*
18. 0461. No Turning Back (1971). 27½ minutes, color. 554800
19. 0498. Safety-Second to None. (1974) 14½ minutes, color. 009105
20. 0443. The Safe Handling of Enriched Uranium (In an ERDA Production Plant) (1969). 22 minutes, color. 003326
21. 0471. Short-Lived Radioisotopes in Nuclear Medicine. (1971). 27 minutes, color. 007069
22. 0444. The Story of Oak Ridge Operations (1971). 28 minutes, color. 7177
23. 0484. A Superconducting Magnet for Fusion Research (1971) 22 minutes color. 004944
24. 0391. Waste Disposal by Hydraulic Fracturing (1966). 11 minutes, color. 003872
25. 0393. The Wooden Overcoat (1965). 14 minutes, color. 003896
26. 0452. Your Place in the Nuclear Age (1969). 26 minutes, color. 003917



EMBASSY OF THE ISLAMIC REPUBLIC OF IRAN
Agent Bureau
The Hague

No. 24022.....

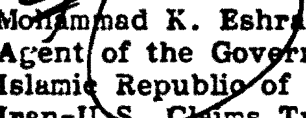
Date 23.2.1989.....

Encl.

IN THE NAME OF GOD

Acknowledgement of Receipt

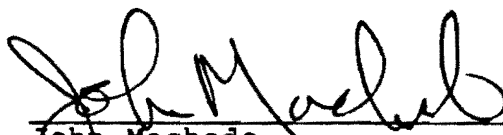
I, on behalf of the Atomic Energy Organization of Iran, hereby acknowledge receipt of twenty six 16mm colour/sound scientific films and the Certificate referred to in Article 1 of the Settlement Agreement dated 25.7.88 Concerning Cases Nos. B/27 and B/47.


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

Re: Article 1 of the Settlement Agreement dated 23-2-1989
concerning Cases Nos. B27 & B47.

Certificate

I, John Machado, am the Chief of the Distribution Services Branch in the National Audiovisual Center (NAC), of the National Archives and Records Administration. I hereby confirm that, to the best of my knowledge and belief, the films delivered to AEOI are, for all purposes, in conformity with the films ordered and claimed for by AEOI, and that the films are newly copied and are free from any mechanical defects.



John Machado
Chief, Distribution Services Branch
National Audiovisual Center

7/25/88

Date