

IRAN-UNITED STATES CLAIMS TRIBUNAL

دیوان دآوری دعاوی ایران - ایالات متحدہ



CASE NO. B44

CHAMBER TWO

AWARD NO. 465-B44-2

TELECOMMUNICATIONS
COMPANY 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	24 JAN 1990
	تاریخ ۱۳۶۸ / ۱۱ / ۴

AWARD ON AGREED TERMS

1. On 15 January 1982, the TELECOMMUNICATIONS COMPANY OF IRAN ("the Claimant") filed a claim against THE STATE DEPARTMENT OF THE UNITED STATES OF AMERICA ("the Respondent") seeking payment of unpaid invoices for telephone, telex and cable services.

2. Pursuant to Article 34, paragraph 1 of the Tribunal Rules, a Joint Request was filed on 15 December 1989, signed by the Agent of the Government of the Islamic Republic of Iran on the one hand and by the Agent of the Government of the United States of America on the other, requesting that the Tribunal render an Award on Agreed Terms recording and giving effect to the Settlement Agreement in this Case, dated 5 December 1989, which provides for certain reciprocal obligations of the Parties thereto.

3. Article I of the Settlement Agreement requires, inter alia, that the sum of One Hundred Twenty-Five Thousand United States Dollars (U.S.\$125,000.00) be paid to the Claimant "by means of a check to be delivered to the Agent of the Islamic Republic of Iran simultaneously with the submission of [the Settlement] Agreement to the Tribunal."

4. The Tribunal notes that an "Acknowledgement of Receipt" dated 15 December 1989, signed by the Agent of the Government of the Islamic Republic of Iran and attached to the Joint Request, acknowledges receipt of United States Treasury check No. 3007 18459323, dated 8 December 1989, as stipulated in Article I of the Settlement Agreement.

5. Copies of the Joint Request and the Settlement Agreement are attached hereto.


6. In view of the fact that the provisions of the Settlement Agreement fulfill the requirements for the issuance of an Award on Agreed Terms, the Tribunal accepts the Settlement Agreement in accordance with Article 34, paragraph 1, of the Tribunal Rules.

7. For the foregoing reasons,

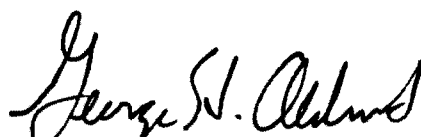
THE TRIBUNAL AWARDS AS FOLLOWS:

- (a) The Settlement Agreement filed with the Joint Request is hereby recorded as an Award on Agreed Terms, binding on the Parties in full settlement of the entire Case.
- (b) In accordance with the Settlement Agreement, the Respondent, the UNITED STATES OF AMERICA (Department of State), is obligated to pay the Claimant, the TELECOMMUNICATIONS COMPANY OF IRAN, the amount of One Hundred Twenty-Five Thousand United States Dollars (U.S.\$125,000.00).
- (c) As a check for the above amount was received by the Agent of the Islamic Republic of Iran on behalf of the Claimant, simultaneously with the submission of the Settlement Agreement to the Tribunal on 15 December 1989, this Award is final and binding on the Parties and settles the entire Case.

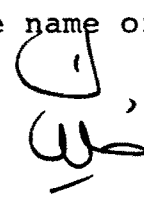
Dated, The Hague
24 January 1990



Robert Briner
Chairman
Chamber Two



George H. Aldrich

In the name of God


Seyed K. Khalilian

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Before
The Iran-U.S. Claims Tribunal
The Hague, The Netherlands
Case No. B44
Chamber Two

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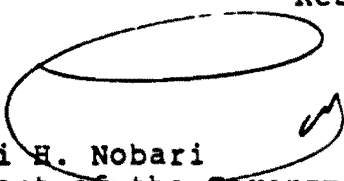
JOINT REQUEST FOR ARBITRAL AWARD ON AGREED TERMS

Pursuant to Article 34 of the Tribunal Rules, the Government of the United States (Department of State) and the Telecommunications Company of Iran (TCI), an agency 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.

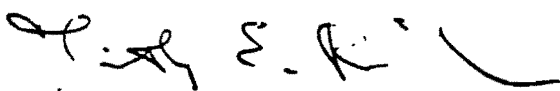
On December 5, 1989, the parties to Case No. B44 entered into a Settlement Agreement which provides that, in consideration of full and final settlement of all disputes, differences, claims and matters directly or indirectly raised or capable of arising out of the relationships, transactions, contracts and events related to the subject matter of Case No. B44, the sum of U.S. \$125,000 (One Hundred Twenty Five 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. B44 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 Dec 9, 1989


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

Date Dec 15, 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 (Department of State) (hereinafter referred to as the United States) and the Telecommunications Company of Iran (TCI), an agency of the Islamic Republic of Iran (hereinafter referred to as Iran).

WHEREAS, the United States and Iran are Parties to Case No. B44 with the Iran-United States 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. B44 and its subject matter;

THEREFORE, the United States and Iran 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,

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contracts and events related to the subject matter of Case No. B44, the sum of U.S. \$125,000 (One Hundred Twenty Five 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.

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 other proceedings before the 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. B44.

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. B44.

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. B44, 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. B44. 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. B44 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 the Settlement Agreement.

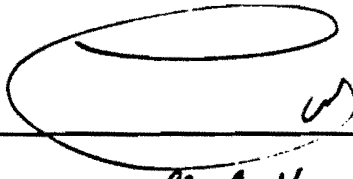
Article VIII

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

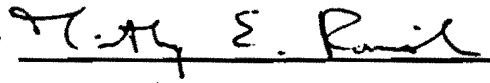
Date


9/9/12

For the United States:

By

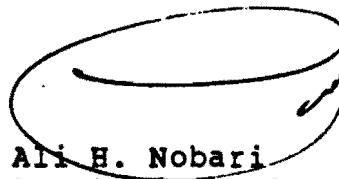
Date


12/1/81

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 18459323, dated December 8, 1989, in full and final settlement of Case No. B44, in accordance with the Settlement Agreement dated December 5, 1989.

A handwritten signature in dark ink, appearing to be "Ali H. Nobari", enclosed within a hand-drawn oval border.

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

Date: 15-12-1989