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TES CLAIMS TRIBUNAL

دیوان داوری دعاوی ایران - ایالات متحد

ORIGINAL DOCUMENTS IN SAFECase No. 10163Date of filing: 20. Jun 88

** AWARD - Type of Award on Agreed terms
- Date of Award 20. Jun 88
3 pages in English 3 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

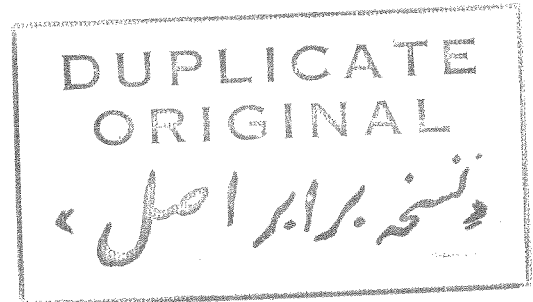
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IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه داوری دعاوی ایران - ایالات متحده
ثبت شد - FILED	
Date	20 JUN 1988 تاریخ
	۱۳۶۷ / ۲ / ۲۰
No.	10163 شماره

CASE NO. 10163

CHAMBER TWO

AWARD NO. 371-10163-2



BOARD OF TRUSTEES OF
SOUTHERN ILLINOIS UNIVERSITY
a claim of less than U.S.\$250,000
presented by
The United States of America,
Claimant,
and

THE ISLAMIC REPUBLIC OF IRAN,
FREE UNIVERSITY OF IRAN,
Respondents.

AWARD ON AGREED TERMS

1. On 19 January 1982, the Government of the United States of America presented the Claim of less than U.S.-\$250,000 of the BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY ("the Claimant") against THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF IRAN, and in particular, against the FREE UNIVERSITY OF IRAN ("the Respondents") seeking recovery of losses sustained by the Claimant in connection with an alleged contractual default by The Free University of Iran under which the latter was obliged to compensate the Claimant for educational services provided by the Claimant to students from Iran.

2. Pursuant to Article 34, paragraph 1 of the Tribunal Rules of Procedure, a Joint Request was filed on 2 June 1988, signed by the Agent of the Government of the United States of America and by the Agent of the Government of the Islamic Republic of Iran, requesting that the Tribunal render an Award on Agreed Terms recording and giving effect to the Settlement Agreement in this Case, dated 31 March 1988. The Settlement Agreement provides for certain reciprocal obligations of the Parties thereto.

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

4. The Tribunal notes that the Claimant in its Supplementary Statement of Claim indicates that it is a State institution, thus raising the question of whether this Case should be reclassified as an "official claim" as defined in Article 2, paragraph 2, of the Claims Settlement Declaration. The Tribunal also notes that the comments by the Islamic Republic of Iran to the Claimant's request for reclassification were due to be filed on 6 August 1988. In view, however, of the filing of the Joint Request for an Award on Agreed Terms, the Tribunal deems it unnecessary to decide whether to reclassify this Claim. The Tribunal is, in any event, satisfied that it has jurisdiction over this Claim within the terms of the Claims Settlement Declaration.

5. The Tribunal accepts the Settlement Agreement in accordance with Article 34 of the Tribunal Rules.

6. For the foregoing reasons,


THE TRIBUNAL AWARDS AS FOLLOWS:

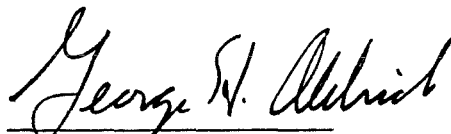
(a) The Settlement Agreement filed with the Joint Request is hereby recorded as an Award on Agreed Terms, binding on the Parties in full and final settlement of the entire Case.

(b) The Respondent the FREE UNIVERSITY OF IRAN shall pay the Claimant the BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY, the amount of Twenty Five Thousand United States Dollars (U.S.\$25,000), which obligation shall be satisfied by payment out of the Security Account established pursuant to paragraph 7 of the Declaration of the Democratic and Popular Republic of Algeria of 19 January 1981.

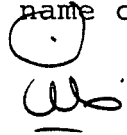
(c) This Award is hereby submitted to the President of the Tribunal for the purpose of notification to the Escrow Agent.

Dated, The Hague
20 June 1988


Robert Briner
Chairman


George H. Aldrich

In the name of God,


Seyyed K. Khalilian

See Separate
Opinion in Awd No.
346-10973-2 (29
January 1988).

IN THE NAME OF GOD

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Before

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

IRAN UNITED STATES CLAIMS TRIBUNAL	دفتر داری و بایگ ایران-ایالات متحده
FILED - ثبت شد	
Date	1 JUN 1988 1367 / 3 / 11
No.	10163

The Government of the United States
of America on behalf and for the
benefit of Board of Trustees of
Southern Illinois University, a United
States national,

Claimant,

-and-

The Islamic Republic of Iran,

Respondent.

Case No.10163

Chamber 2

JOINT REQUEST FOR ARBITRAL AWARD
ON AGREED TERMS

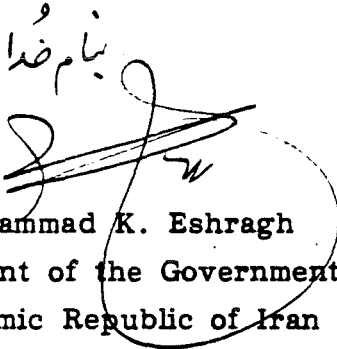
Pursuant to Article 34 of the Tribunal Rules, the Government of the United States of America, and the Government of the Islamic Republic of Iran, jointly request that the Tribunal issue an Arbitral Award on Agreed Terms that will record and give effect to the Settlement Agreement reached by Southern Illinois University, and The Free University of Iran, a copy of which is attached hereto.

Southern Illinois University and The Free University of Iran have entered into a Settlement Agreement which provides that Southern Illinois University will be paid the amount of US\$25,000.00 (twenty five thousand United States dollars only) in complete, full, and

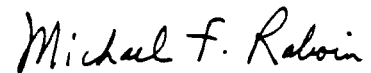
final settlement of all claims and counterclaims now existing or capable of arising in connection with Case No. 10163.

The undersigned hereby ratify the said Agreement and request the Tribunal to record it as an Arbitral Award on Agreed Terms, with payment to be made to Southern Illinois University out of the Security Account, and to declare Case No.10163 terminated, withdrawn and dismissed in its 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 دعاوی ایران - ایالات متحده
ثبت شد - FILED		
Date	1 JUN 1988	تاریخ
No.	10163	شماره

IN THE NAME OF GOD

Settlement Agreement

This Settlement Agreement (the "Agreement") is made this 31 day of March, 1988, by and between The Free University of Iran, (hereinafter referred to as "FUI") on the one part, and Southern Illinois University (hereinafter referred to as "SIU"), a United States national, existing and organized under the laws of the State of Illinois, USA, on the other part.

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

WHEREAS, FUI and SIU wish to settle all claims and disputes which are outstanding or capable of arising in connection with Case No.10163 and its subject matters (hereinafter referred to as the Case);

THEREFORE, FUI and SIU 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.10163, against FUI, its agencies, branches, affiliates and subsidiaries and/or against the Islamic Republic of Iran, its political subdivisions, Iranian entities, agencies, organizations, institutions and instrumentalities (Iran) and in general all Iranian real persons or legal entities named in the Case.



Article Two

In consideration of full and final settlement of all disputes, differences and claims existing or capable of arising in connection with Case No. 10163, SIU will be paid the sum of US\$25,000.00 (twenty five thousand United States dollars only), the Settlement Amount.

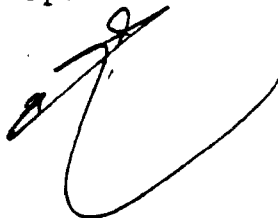
* The Parties agree to submit this Agreement to the Agents of the Governments of the United States of America and the Islamic Republic of Iran in order to be filed with the Iran-U.S. Claims Tribunal on or before 15th day of June, 1988 together with a Joint Motion ratifying the Agreement and requesting the Tribunal to record it as an Arbitral Award on Agreed Terms.

Article Three

Upon the issuance by the Tribunal of the Award on Agreed Terms, SIU shall cause, without delay and with prejudice, all proceedings against FUI, and/or against the Islamic Republic of Iran, its agencies, entities, and instrumentalities (Iran) and in general all Iranian real persons and legal entities named in the Case in all courts, forums, or before any authorities 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 connection with disputes, differences, claims and matters related to the subject matters of the Case and/or any other past dealings.

Article Four

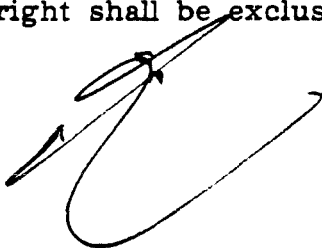
(1) Upon the issuance by the Tribunal of the Award on Agreed Terms,

A handwritten signature, possibly of a legal representative, is written over the text of Article Four (1). The signature is in dark ink and appears to be a stylized name or set of initials.

FUI and SIU 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 future may have in connection with, and arising out of the contracts, transactions, and occurrences related to the subject matters of the Case.

(2) Upon the issuance by the Tribunal of the Award on Agreed Terms, SIU 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 FUI, Iran and in general all Iranian real persons or legal entities named in the Case from any and all liability that they ever had, now have and/or in future may have in connection with, and arising out of the contracts, transactions, and occurrences related to the subject matters of the Case, and/or any other past dealings.

(3) Should any claim 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.

A handwritten signature in black ink, consisting of a stylized, cursive letter 'E' or 'Z' with a long horizontal stroke extending to the right.

Article Five

Upon the issuance by the Tribunal of the Award on Agreed Terms, FUI and SIU waive any and all claim 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 Case.

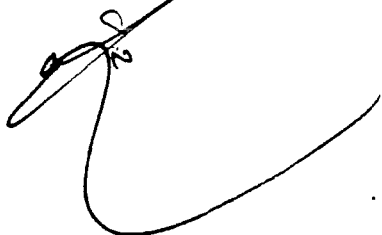
Article Six

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.10163. 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.10163. Nothing in this Settlement Agreement shall be relied upon or construed as relevant to or affect in any way any arguments

A handwritten signature, possibly reading 'S. K.', is written in dark ink. The signature is stylized with a large, sweeping loop at the bottom and a small mark above the main body of the letters.

FUI 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.

(3) Nothing in this Agreement, including the releases and waivers set forth in Article 4 hereof, shall constitute or be construed as waiver of, or release from, or affect in any way, any claim or counter-claim the Islamic Republic of Iran (as defined in Article VII(3) of the Claims Settlement Declaration) has or may in the future have against the United States (as defined in Article VII(4) of the Claims Settlement Declaration).

Article Eight

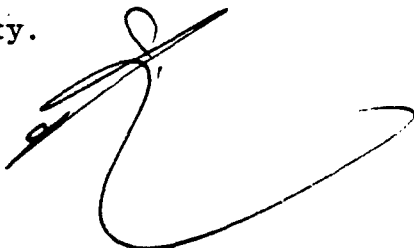
This Settlement Agreement shall be null and void if not approved by FUI authorities in Iran and not filed with the Tribunal by 15th of June 1988, and in that event, no party to this Agreement may rely upon, cite or publish its terms and the Parties shall be placed in the same position as they were before 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.

A large, stylized handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke at the bottom.

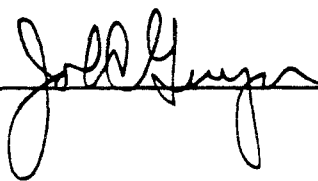
The representatives of the Parties hereto expressly declare that they are duly empowered to sign this Agreement and their signatures will commit their respective principals to fulfillment of their obligations under this Agreement without any limitations except as may otherwise be contained in this Settlement Agreement.

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

For Southern Illinois University

By: _____

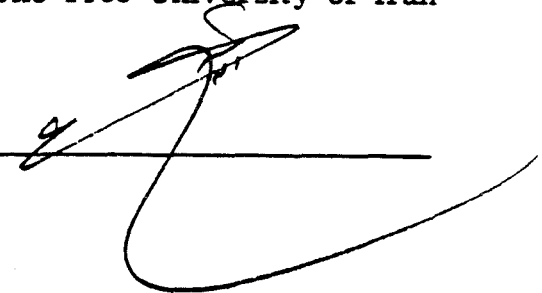
Date: _____

A handwritten signature in cursive script, appearing to read "John H. Meyer", written over a horizontal line.

For The Free University of Iran

By: _____

Date: _____

A large, stylized handwritten signature in cursive script, written over a horizontal line.