

10398-24

ORIGINAL DOCUMENTS IN SAFECase No. 10398Date of filing: 11 Dec 1989

\*\* AWARD - Type of Award AAT  
- Date of Award 11 Dec 1989  
3 pages in English 3 pages in Farsi  
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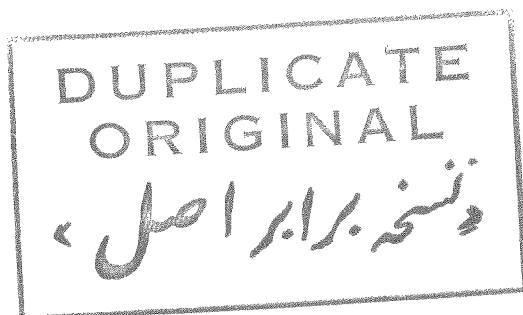
\*\* DECISION - Date of Decision \_\_\_\_\_  
\_\_\_\_\_ pages in English \_\_\_\_\_ pages in Farsi

\*\* 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: \_\_\_\_\_  
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- Date \_\_\_\_\_  
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CASE NO. 10398

CHAMBER ONE

AWARD NO. 454-10398-1

DoALL DALLAS COMPANY,  
a claim of less than US\$250,000 presented  
by THE UNITED STATES OF AMERICA,  
Claimant,

and

THE ISLAMIC REPUBLIC OF IRAN,  
Respondent.

IRAN-UNITED STATES CLAIMS TRIBUNAL	دیوان دآوری دعاوی ایران - ایالات متحدہ
FILED	ثبت شد
DATE	11 DEC 1989
	تاریخ ۱۳۶۸/۹/۲۰

AWARD ON AGREED TERMS

1. On 19 January 1982, the Government of the United States of America presented a Claim of less than U.S. \$250,000 on behalf of DoALL DALLAS COMPANY, against the ISLAMIC REPUBLIC OF IRAN.

2. On 28 November 1989, a Joint Request for an Arbitral Award on Agreed Terms was filed with the Tribunal, signed by the Agent of the Government of the Islamic Republic of Iran and the Agent of the Government of the United States of America, ratifying a Settlement Agreement dated 4 August 1989 and requesting that it be recorded as an Arbitral Award on Agreed Terms. The Settlement Agreement was entered into by Iran Helicopter Support and Renewal Corporation ("IHSRC") on the one hand, and DoAll Dallas Co. on the other. Copies of the Joint Request and the Settlement Agreement are attached hereto.

3. The Settlement Agreement provides for certain reciprocal obligations of the Parties. It is stated in Article One 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 the Case No. 10398 against IHSRC, its agents, affiliates and subsidiary companies and/or against the Islamic Republic of Iran, its political subdivisions, Iranian entities, agencies, organizations, institutions and instrumentalities (Iran), DoAll Dallas will be paid the sum of US\$ 900/- (Nine hundred U.S. dollars) only."

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

5. Pursuant to the foregoing,

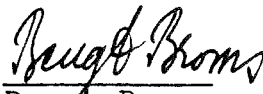
THE TRIBUNAL AWARDS AS FOLLOWS:

i) The Settlement Agreement is hereby recorded as an Award on Agreed Terms binding upon the Parties. Consequently the Respondent is obligated to pay the Claimant DoALL DALLAS COMPANY, the amount of Nine Hundred United States Dollars (U.S. \$900) which obligation shall be satisfied by payment 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.

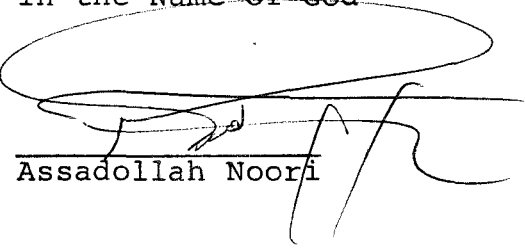
ii) The Tribunal declares the proceedings in Case No. 10398 terminated. The case is dismissed in its entirety and with prejudice.


This Award will be submitted to the President for notification to the Escrow Agent.

Dated, The Hague,  
11 December 1989

  
Bengt Broms  
Chairman  
Chamber One

In the Name of God

  
Assadollah Noori

  
Howard M. Holtzmann

IN THE NAME OF GOD

Iran-U.S. Claims Tribunal

The Hague

The Netherlands

The Government of the United States of America on behalf and for the benefit of Doal Dallas Co., a United States national,

Claimant:

-and-

Islamic Republic of Iran,

Respondent:

DOCUMENTS STATE CLAIM TRIBUNAL	دوالت اسلامی و ایالات متردیه - دالاس
FLED	ثبت شد
DATE	28 NOV 1989
	۱۳۶۸ / ۹ / ۷ تاریخ

Case No. 10398

Chamber One

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 the Iran-U.S. Claims Tribunal to issue an Arbitral Award on Agreed Terms that will record and give effect to the Settlement Agreement reached by Iran Helicopter Support and Renewal Corporation (IHSRC) on the one part and Doal Dallas Co., on the other, a copy of which is attached hereto.

On 4 August 1989 IHSRC and Doal Dallas Co entered into a Settlement Agreement which provides inter alia that Doal Dallas Co. will be paid the amount of US \$900 (nine hundred United States dollars only) in complete and final settlement of all claims, disputes and differences now existing or capable of arising in connection with this case.

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 Doal Dallas Co., out of the Security Account and to declare Case No.10398 terminated 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

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

IN THE NAME OF GOD

SETTLEMENT AGREEMENT

DATE

28 NOV 1989

۱۳۶۸ / ۹ / ۷

This Settlement Agreement (the "Agreement") is made this            day  
of            1989 (            1368) by and between the Iran Helicopter Su-  
pport and Renewal Corporation, hereinafter called "IHSRC" on the one  
part, and Doall Dallas Co., hereinafter called "Doall Dallas", a United Sta-  
tes national, existing and organized under the laws of the State of  
Texas, 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            Doall            Dallas            with  
the Iran-U.S. Claims Tribunal ("the Tribunal");

WHEREAS, IHSRC            and Doall Dallas            wish to settle all claims  
and disputes which are outstanding or capable of arising in connec-  
tion with Case No.10398 and its subject matter;

THEREFORE, IHSRC and Doall Dallas            agree as follows:

ARTICLE ONE

In consideration of full and final settlement of all disputes, differen-  
ces, 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 the Case No.10398 against IHSRC,  
its agents, affiliates and subsidiary companies and/or against the  
Islamic Republic of Iran, its political subdivisions, Iranian entities,  
agencies, organizations, institutions and instrumentalities (Iran),  
Doall            Dallas            will be paid the sum of US\$ 900/- (Nine  
hundred U.S. dollars) only.

ARTICLE TWO

Upon the issuance by the Tribunal of the Award on Agreed  
terms, IHSRC and Doall Dallas shall cause, without delay  
and with prejudice, all proceedings between the Parties

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and Iran in all courts, forums, 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 the Claim or any past dealings.

### ARTICLE THREE

(1) Upon the issuance by the Tribunal of the Award on Agreed Terms, IHSRC and Doall Dallas for themselves and their parent companies (should there be any), subsidiaries, affiliates, directors, officers, employees and agent (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) and Iran from any and all liability that they ever had, now have and/or in the future may have against each other in connection with Case No. 10398.

(2) Should any claims 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.

### ARTICLE FOUR

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.

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After the issuance of the Award on Agreed Terms by the Tribunal, no further documents need to be executed in implementing this Agreement.

#### ARTICLE FIVE

This Settlement Agreement is for the sole purpose of settling Case No. 10398. Nothing in this Settlement Agreement shall be relied upon or construed as relevant to or affect in any way any arguments IHRSC or Iran 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.

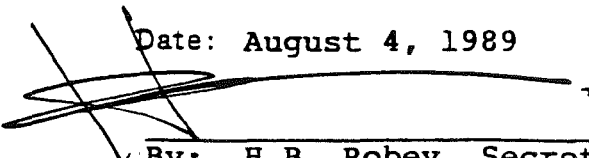
#### ARTICLE SIX

(1) 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 *21st* day of *December* 1989 for recording as an Arbitral Award on Agreed Terms.

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

By: Doall Dallas Co.,

Date: August 4, 1989

  
By: H.B. Robey, Secretary

By: Iran Helicopter Support and  
Renewal Corporation

Date:

Deputy Head of the board and managing  
Director of defence industries  
Organization,

ENG. Mohammad Hassan Tavalavee



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