ORIGINAL DOCUMENTS IN SAFE

Case No. 808	Date of filing 4-1983
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AWARD. Date of Award	
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pages in English.	908-34 pages in Farsi.
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DECISION. Date of Decision	
pages in English.	pages in Farsi.
ORDER. Date of Order	
pages in English.	pages in Farsi.
CONCURRING OPINION of	
Date	pages in Englishpages in Farsi.
DISSENTING OPINION of	
Date	pages in Englishpages in Farsi.
OTHER; Nature of document:	· OA O . A O Is
Date 4 4-0-1983	2 pages in English. 3 pages in Farsi.
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	settlement agreement

IRAN - UNITED STATES CLAIMS



دادگاه داوری دعاوی ایران-ایالات مخ

CASE NO. 808 CHAMBER THREE

IRAN UNITED STATES

CLAIMS TRIBUNAL

AWARD NO. 24-808-3

E.R. SQUIBB & SONS, INC.; ERSANA, INC.; RENASA, INC.; and SQUIBB MANUFACTURING, INC.,

Claimants,

and

THE ISLAMIC REPUBLIC OF IRAN, THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF IRAN; THE MINISTRY OF INDUSTRIES AND MINES OF THE ISLAMIC REPUBLIC OF IRAN; THE MINISTRY OF HEALTH AND WELFARE OF THE ISLAMIC REPUBLIC OF IRAN; THE NATIONAL INDUSTRIES ORGANIZATION OF IRAN; and SHERKAT SAHAMI KHAS SQUIBB IRAN (now known as SHERKAT SAHAMI KHAS DJABIR-IBN-HAYYAN),

دا گارداری دیای

Respondents.

PARTIAL AWARD ON AGREED TERMS

DUPLICATE ORIGINAL

APPEARANCES:

For the Claimants:

Mr. P.D. Trooboff,

Attorney

Mr. R.J. Paulus, and Mr. J.M.Z. Kaczmarek,

Assistants

For the Respondents:

Mr. A.F. Kashan,

Agent of the Islamic Republic of Iran

Dr. Ghaemi,

Adviser to the Agent

Mr. Shahabi,

National Industries Organization

Dr. Pishbin Dr. Taghavi

Mr. Mohammad-dokht Mr. Mir Motahari On 21 January 1983, the parties filed a joint request that the Tribunal make a partial award in accordance with a settlement agreement dated 20 October 1981 as amended and delimited by the joint request. A copy of the joint request and the settlement agreement (together referred to below as the "partial settlement") are attached.

The Tribunal finds that a partial award on agreed terms may be issued upon the submissions before it, in accordance with Article 34 of the Tribunal Rules and the standards applicable thereto.

Based on the foregoing,

THE TRIBUNAL GIVES PARTIAL AWARD AS FOLLOWS:

The partial settlement is hereby recorded as a Partial Award on Agreed Terms. Respondent, THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF IRAN, shall pay to Claimant E.R. SQUIBB & SONS, INC. the sum of Seven Million Three Hundred Fifty Thousand Dollars (U.S. \$ 7,350,000), which payment shall be made 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.

This Award is hereby submitted to the President of the Tribunal for notification to the Escrow Agent.

The Tribunal retains jurisdiction over those portions of the claim which are not resolved by virtue of the partial settlement.

4 February 1983

Nils Mangard Chairman

Chamber Three

Richard M. Mosk

In the name of God,

M. Jahangir Sani

IRAN-UNITED STATES CLAIMS TRIBUNAL THE HAGUE KINGDOM OF THE NETHERLANDS

E.R. Squibb & Sons, Inc., a State of Delaware, U.S.A. Corporation; Ersana, Inc., a State of Delaware, U.S.A. Corporation; Renasa, Inc., a State of Delaware, U.S.A. Corporation; and Squibb Manufacturing, Inc., a State of Delaware, U.S.A. Corporation,

Claimants,

) Claim No. 809

Tribunal Chamber No. 3

vs.

The Islamic Republic of Iran, the Government of the Islamic Republic of Iran and their controlled) Ministries, Agencies, Instrumentalities and Entities, including the Ministry of Industries and Mines of the Islamic Republic of Iran; the Ministry of Health and Welfare of the Islamic Republic of Iran; the National Industries Organization of Iran; and Sherkat Sahami Khas Squibb Iran (now known as Sherkat Sahami Khas Djabir-Ibn-Hayyan), a corporation of Iran,

Respondents.

JOINT APPLICATION FOR ARBITRAL AWARD ON AGREED TERMS PURSUANT TO UNCITRAL AND TRIBUNAL RULE NUMBER 34

1. The above-captioned Claimants and Respondents

having agreed

by duly authorized representatives upon a settlemnt of said \widehat{V} Claim on the terms set forth in the Agreement attached hereto as Exhibit 1, hereby make application, pursuant to Tribunal Rule Number 34, that the Tribunal record Claimants' and Respondents' settlement of said Claim in the form of an

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arbitral award on such agreed terms and direct payment from the Security Account to E.R. Squibb & Sons, Inc. in the amount of U.S. \$7,350,000.00.

- 2. Submitted as Exhibits 1 through 4 to this Joint Application are the texts relevant to the settlement and the acceptance of the terms of the settlement by the Claimants and Respondents.
- 3. The Parties request that the Tribunal record that the Settlement Agreement shall be fully implemented and effective with the following exceptions:
- (a) The figure \$7,350,000.00 shall be substituted for the figure \$7,500,000.00 in Sections 1 and 3 of the Settlement Agreement.
- (b) The provisions of Section 2 in respect of the loan agreement will not be implemented at this time. The Parties hereby request that the Tribunal suspend the proceedings before it in respect of this loan agreement pending the negotiations of Bankers Trust Company with the Bank Markazi Iran delegation in London and until Claim 241 before the Tribunal is resolved either by settlement or by adjudication before the Tribunal. The Parties hereby further request that the Tribunal record that the provisions of Sections 5 and 6 of the Settlement Agreement shall have no effect in respect of the loan agreement and that the claim herein in respect of the loan agreement is In the event Claim 241 $\sqrt[4]{V}$ not dismissed, waived or released. is to be adjudicated, the Parties hereby request that the Tribunal consolidate the claim on the loan agreement in Case 808 with the portion of Claim 241 in respect of that loan agreement. If Claim 241 is resolved by settlement in respect of the loan agreement, and issuance of an Award on agreed terms, the Parties hereby request that the suspended claim in respect of the loan agreement by dismissed.

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(c) The provision "any national of Iran" in Section 6 (a) through (c) of the Settlement Agreement shall have no effect and is deemed to be deleted from the Settment Agreement.

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Respectfully submitted,

Representatives of Respondents
· · · · · · · · · · · · · · · · · · ·
Mahmoud PISHBIN
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Mostafa TAGHAVI
Ali Compri
Ali FARZIN
Rahim Mohammad DOKHT
no notahari
Ahmad Mir MOTAHARI
Morteza NILFOROUSHAN

COVINGTON & BURLING
Representative of Claimants

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Peter D. Trooboff 1201 Pennsylvania Avenue, N.W. P.O. Box 7566

Washington, D.C. 20044

Telephone: (202) 662-6000 or 662-5512

Telex: 89-593 (COVLING WSH)

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D.D.J.

لبسمه تسالي

IN THE NAME OF GOD

 This Agreement, made as of the 20th day of October, 1981, by and between National Industries Organization of Iran, an agency of the Government of the Islamic Republic of Iran, having its offices at 202, Sepahbod Gharani Avenue, Tehran, Iran, telex no. 214176 NIIO-IR (hereinafter "NIOI"), and E.R. Squibb and Sons, Inc., a corporation organized and existing under the laws of the State of Delaware, United States of America, having its office and principal place of business at Lawrence Township, New Jersey, U.S.A. with a post office address of P.O.Box 4000, Princeton, N.J. 08540, U.S.A., Telex no. 843334 SQUIBB PRIN (hereinafter "SQUIBB")

WITNESSETH

WHEREAS SQUIBB and/or its affiliates, including the following:

- 1- Linson Limited (Ireland)
- 2- Swords Laboratories Limited (Ireland)
- 3- Linson Investments Limited (Ireland)
- 4- E.R. Squibb & Sons, Limited (U.K.)

نظریاینکم اسکویم و اریا شرکت های داستهٔ ژن اردیم شرکت های نا نبردهٔ زیر: ۱- لینسون ایمیشر (ایرلیز) ۲- سور در لابرا توریخ لیمیشر (ایرلیز) ۳- لینسون اینوستمنتز لیمیشر (دیرلیز) ۲- نی ۱۰ (را سکویمب (نیستی کستر (زنگسته)) ها میرسیای کستر (زنگسته)

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۵ - اسکوس آم کی ۱۰ (ایتالیا) ۶ - دسکوس آ بی کی کی دیورنان) ۷ - درسانا دینک (بورتورکی) ۸ - ما شوه کی شک آنتر برایزز دینک (بورتورکی) ۹ - تریم آنتر برایزز (نیک (بورتورکی) ۱۰ - دسکوی ما میزه کی نیک (بورتورکی)

بر شرکت سهای های اسکوی ایران که در ایران ، ترا ، منت رسیره که و اکنون نام آن شرکت سهای های من حابی میان است دو خیلاً «حابی میان ای ناسیره ی شود) ادعاهای منسبت از ما مرشط با ساملات ما زرگانی دار زر

نظرانیم علاه براده مای فرق اسکوب درا مروان منتخب آن بردونت حبروی اسلای ایران و را برتشاهٔ واشخاص حقرقی مخت کنترل آن دولمت ادعاهای منعبت (زیا مرتبط یا ماکست سرماً) مؤر درجا برین میا دارند؛

نظر ما مند دولت جهرم دسلای ایران داری در اسلامی و داشته می مقوتی تمت کنزل آن دولت برد رکوی و اشنی ص مقرتی تمت کنزل آن دولت برد رکوی و اربا شرکت های والب به به نام دارند به با برین حیاف دارند به ما در شبط با ما برین حیاف دارند به 5- Squibb S.p.A. (Italy)

6- Squibb A.E.B.E. (Greece)

7- Ersana, Inc. (Puerto Rico)

8- Manufacturing Enterprises, Inc. (Puerto Rico)

9- Trade Enterprises, Inc. (Puerto Rico)

10- Squibb Manufacturing, Inc. (Puerto Ric

have claims arising from and in relation to commercial transactions against Squibb Iran S.A., a company formed and registere in Tehran, Iran under no. 7646, now known as Sherkat-Sahami-Khas Djabir-Ibn-Hayyan (hereinafter "DJABIR-IBN-HAYYAN");

WHEREAS, in addition to the foregoing claims, SQUIBB, and its nominee directors have claims, arising from and in relation to their shareholding in DJABIR-IEN-HAYY/ against the Government of the Islamic Republic of Iran and/or agencies and entities controlled by the said Governme

WHEREAS, the Government of the Islamic Republic of Iran and/or agencies and ent ties controlled by the said Government have claims against SQUIBB and/or its affiliates arising from and in relation to DJABIR-IEN-HAYYAN;

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۵ - اسکویس ای کی کی (دیالیا)
۶ - در سکویس آگی کی کی دین (دیتالیا)
۷ - در سانا دینک (دور تورکز)
۸ - ما نیوه کی نظم انتربرایزز دیک (دور تورکز)
۹ - تریم انتربرایزز (نیک (دور تورکز)
۱۰ - دسکویس ما میزه کی نشک (دیک (دور تورکز)

بر ترکت سهای فاص د سکوی ایران که در ایران ، ترا ، منگس شره و تمت شار، ۲۶۴ مشت رسیره رکت ، واکنون نام آن شرکت سهای فاص حابرین میان آت دو ذیلاً «حابرین حیان » نا سره ی شود) دعاها یی « منبعث از ما مرتبط ، ساملات ما زرگانی دارند ؛

نظرمانیدم علاده براد ما عای فرق اسکوی و را مرران خنف آن برد دفت حبره کا دس ایران و را ارتشاه واشیاص مقرقی محت نیزل آن دولت ادعا حالی منعت (زیا مرشط یا ماکست سرما) عود درجا برین میا دارنز ؛

نظرانیکم دولت جهومی دسلای ایران داری ارسگاهها و انتخاص حقوتی تمت کنرل آن دولت برا مکوی و ایر شط با خابری داستهٔ آن ادی حائی منبست از با بر شط با حابری حیاف دارند ؟

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5- Squibb S.p.A. (Italy)

6- Squibb A.E.B.E. (Greece)

7- Ersana, Inc. (Puerto Rico)

8- Manufacturing Enterprises, Inc. (Puerto Rico)

9- Trade Enterprises, Inc. (Puerto Rico)

10- Squibb Manufacturing, Inc. (Puerto Rico

have claims arising from and in relation to commercial transactions against Squibb Iran S.A., a company formed and registered in Tehran, Iran under no. 7646, now known as Sherkat-Sahami-Khas Djabir-Ibn-Hayyan (hereinafter "DJABIR-IBN-HAYYAN");

WHEREAS, in addition to the foregoing claims, SQUIBB, and its nominee directors, have claims, arising from and in relation to their shareholding in DJABIR-IEN-HAYYAN against the Government of the Islamic Republic of Iran and/or agencies and entities controlled by the said Government;

WHEREAS, the Government of the Islamic Republic of Iran and/or agencies and entities controlled by the said Government have claims against SQUIBB and/or its affiliates arising from and in relation to DJABIR-IEN-HAYYAN;

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نظریایش کمون این مرافت ، بررس بیانه دارت همهوری رمور افتیک مردم الجزار موافق کرده انزمرای مراکزه در مدر داری های موصوف دروین ، افریق ملامات کننر ؛

ونظرمایندم ناسرگان باز دختار کمیته (عرائی سرمان و انساره های ساره و اسکوی ملی اختیاره مای ساره و اسکوی ملی اختیاره مای ساره ۲۲۷۲۳ مکی مرزع ۷ در برماه و ۱۳۹۰ و مشاره ۱۳۹۵ مرزع ۱۳۹۸ مکی در ارت منبع دولت عمری الهای ۱۳۷۱ منسل دولت عمری الهای ایمان و تعکسی دکالنا مه مرزع ۱ اکتبر ۱۹۸۱ مادره توسط (سکوی اکتبر ۱۹۸۱ مادره و عنرو اکتبر ۱۹۸۱ مادره و عنرو اکتبر از ایمان مرباه ۱۳۹۰ عنظور دست یا متن به عل و قص مرفی اللوی مرباه ۱۳۹۰ عنظور دست یا متن به عل و قص مرفی اللوی آن ادعاها مورد نراکه و قرار دادیم ؟

WHEREAS, pursuant to the Declaration of the Government of the Democratic and Popular Republic of Algeria, the parties hereto have agreed to meet in Vienna, Austria to discuss said claims;

AND WHEREAS the duly authorized representatives of the Executive Committee of NIOT and the duly authorized representative of SQUIBB, as per Authorizations Nos. 227230, 227231, 227232 and 227236, all dated 29 September, 1981 and No. 209855, dated 11 October, 1981, issued by the Ministry of Industries of the Government of the Islamic Republic of Iran, and telex Power of Attorney dated October 16, 1981 issued by SQUIBB, copies whereof are annexed hereto and form part of this Agreement, discusse said claims in Vienna, Austria from October 5, 1981 with a view to arrive at a mutually acceptable settlement of said claims;

NOW, THEREFORE, in consideration of the mutual premises herein set forth, the parties hereto agree as follows:

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۱- برك تصعيم كابل دريائي إدياهاي اسكوب وثركت والبتراك ومرران ستخب أن برجارين سان، يا منبت ازاک یا مرتبط بازن جردر مدر در از مرضوع مبرم این مرافعت ما مه، دولت جربری رردین ایران ملع دهفت ميلون ويا السرائل دلار ديالات عره (۰۰۰ ۷۵۰۰ دلار (بالات تیره) مراسکوم خواندر بردافت يا مرجبات يردافت أن را فراهم فراعر آ ورد و توافق وقعا عمد صل المس كم ما ال مردافت تم الرعاحاك اسكوم وايا خركت عاى دانشهاك وريا مرمران سحب وعائم تعام عا ونشنل الهم اكب واستركت هاى داسته أن برجا بربن حيان يا متعبث (ز ٦ ن ما مرتطا اك ، هواه بسوال مرام كذار وغراه بسنوان بستيانكا روغواه تحت عرضوان مانك ومكر، لزهد ديوت عامري هيات مرامكوم وما شرکت های دانستنه ژن که قداست ژن نام میتوت الف منفع ١٠١٠ مرافعت نام احت ، تطور كاش ورمائی سافط مرا مرتر.

۲- ملی قراردادوای کم درایخ ۲ وری ۱۹۷۸ برامناء رسیده و منعقدت و بهت درحال حاضروای که با نکرز تراست ۲.گ، زورخ ، سوئس ، به هابرین هیان بردلخته است و مبعزامل آن به بیان و منصروی وشن منوار دلار (بالات متره) و منصروی و ۳۹۳ دلار (بالات متره) است برطه و های بن هیان است و اسکوی این و از القمین کرده آ. 1. In full and final settlement of SQUIBB's its affiliates' and nominee directors' claims on, arising from, or in relation to DJABIR-IBN-HAYYAN, excepting the matter of the loan covered in section 2, below, the Covernment of the Islamic Republic of Lian, shall pay or cause to be paid, the sum of seven million five hundred thousand U.S. dollars (1. 2. 500,000) to South. It is agreed and understood that such payment shall, fully and finally satisfy any and all such claims of SQUIBB and/or its affiliates and/or the nominees, successors and assigns of SQUIBB and/or its affiliates, on, arising from, or in relation to DJABIR-IBN-HAYYAN, as creditor, as investor, or any other legal title, including the listing of payments due from DJABIR-IEN-HAYYAN to SOUTBB or its affiliates attached hereto as Exhibit A.

2. Pursuant to a loan agreement signed and effective April 4, 1978, a loan is presently outstanding to DJABIR-IEN-HAYYAN from Bankers Trust AG, Zurich, Switzerland, in the principal amount of three million nine hundred thirty six thousand U.S. dollars (US \$ 3,936,000) which loan is guaranteed

موضوع دام مه نول که به تصویم مراجع صالحه دویت جمه رک در سان ایران برم و مرر دینر برش اسکوی انتها هل دفعی هراهرت و سکوی انتظارات مشخص فوررا در سرر د مل دفعی بر صوع و آم در نام ای شین تاریخ م کمیتر اهرای ب ز مان ، کردننوان پسوت ب منفی مرای مرافقت نام است، امرازی دارد.

۳- برداخت مرضری دی موافقت با مه که در سری وق مین سی شره رکت از طریق انتقال با حرام اوردن مرحبا ت انتقال مبلغ هفت میلیون و با نصره فرار دلار والات متحره (۰۰۰ مه ۷۵ دلار (بالات متحره) ، هرائر ما با رخ موزهبم هشتم زانوس ۱۹۸۲ به هاس تمرکت لینسون اینوس نمتز لیمیتر، که از شرکت های داشم اسکوی اینوس نمتز لیمیتر، که از شرکت های داشم و میکن امتریت ، لیرن بانک ، و دلگیت ها دس ، کلن امتریت ، لیزن ، انگلت مان هس. فراه رشر،

۴- چنا نجری داخت اسکوی سنج مندرج در سنج و فرق و فرق ما مع و فرق و ایم با نمرز تراست .ک . فرق و ما ما نمرز تراست .گ . فرق در منظی را سامنی و اسکوی میشرج در منز یا فرق مراکتر ما آمای خشتم ترانوی ۱۹۸۳ نمتی نیام ایم در منز در افتات نام را

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by SQUIBB. The issue of the loan shall be resolved in the manner to be approved by the appropriate authorities of the Government of the Islamic Republic of Iran and as acceptable to SQUIBB. SQUIBB indicates its specific expectations as to the resolution of the loan in SQUIBB's letter of even date to the Executive Committee of NIOI attached hereto as Exhibit B.

- 3. The payment under this Agreement indicated in section 1, above, shall be made, or caused to be made, to SQUIBB by delivery on or before Friday, January 8, 1982 to the Chase Manhattan Bank, Wollgate House, Coleman St., London, England, the sum of seven million five hundred thousand U.S. dollars (US \$ 7,500,000) in United States currency for the account of SQUIBB's affiliate, Linson Investments Limited, U.S. Dollar account no. 150-227-26.
- 4. In the event that either the delivery of the payment to SQUIBB as provided in section 3, above, or the resolution of the Bankers
 Trust AG loan in accordance with SQUIBB's specific expectations indicated in section 2, above, has not occurred on or before

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ن ما ایفاء تهرات دولت جهوری اسلامی ایرا ملق دین موافقت مامر :

(الف) اسكوم و مرات های والتها آن و مران نسخب و ما نم تفاع ما و منتفل (لهم اسكوم و مران نسخب و ما نم تفاع ما و منتفل (لهم اسكوم و مران و كليم اشخاع كدازي أ ما عمل المرائد أ ما مو الدياكنتر مسرزت نما مي وهادى مطره مسرزت نما مي هرس از آ مها مو الدياكنتر و القرابات قضائ و الديم كليات قابن و دعادى مطره من و المرابال الت متحره آمرا كا مرابا و مركز و را يا مرابال الت متحره آمرا كا هم مربي المدين الميان الرائد مربع من المعلى بمدرول و مرابا مرائد و المرائد و المرئد و المرئد و المرئد و المرائد و المرائد و المرئد و المرئد و المرئد و المرئد و المرئد و

January 8, 1982, then SQUIBB, at its option, may terminate this Agreement by written notice to NIOI sent by telex or cable message and confirmed by registered airmailed copy of such message. Upon such termination, neither this Agreement nor anything agreed to herein shall be used by either party in any manner or for any purpose whatsoever, including use as a basis for a claim, a basis for a defense to a claim or a basis for a counterclaim before the Iran-United States Claims Tribunal or before any other body.

- 5. Upon the fulfilment of the obligations of the Government of the Islamic Republic of Iran under this Agreement:
- (a) SQUIBB, and its affiliates, and the nominees, successors and assigns of SQUIBB and its affiliates, and any and all persons claiming through or under them, or any of them, thereupon shall forthwith drop and withdraw any and all actions, court cases, and legal proceedings which may have been initiated by them, or any of them, in any court of law and/or arbitral board in the United States of America and/or any other country or in any international body, against the Government of the Islamic Republic of

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مست از ما متنى بر ما مرشط ما عارى هان باتر قطع هواصر كردومترد خوا هنر داست

Iran, and/or any and all agencies, bodies, and entities owned, controlled, managed, supervised or administered, directly or indirectly, by it,or any national of Iran, arising from, based upon or in relation to DJABIR-IBN-HAYYAN.

- (b) SQUIBB and its affiliates, and the nominees, successors and assigns of SQUIBB and its affiliates, and any and all persons claiming through or under them, or any of them, thereupon declare and acknowledge that any and all disputes which are the subject of the present settlement are settled and finally concluded, and they shall thereafter assert no claims and initiate no action, lawsuit or legal proceeding, of whatever kind and nature, directly or indirectly, arising from, based upon or in relation to DJABIR-IBN-HAYYAN.
- (c) SQUIBB and its affiliates and the nominees, successors and assigns of SQUIBB and its affiliates, and all persons claiming through or under them, or any of them, thereupon release and forever discharge the Government of the Islamic Republic of Iran and any and all agencies, bodies and/or

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را ارزندرسرین دسرنس تری وسیرات در افته دمه البه و ادی ارز ما مشنی برما مرمت با دری از ما مشنی برما مرمت با دری و می از این مرازی می در با یری این مرازی می در با یری این مرازی می دری برده با شری گیرل ، ایراد و ای الایم بی الزم

دد) اسکوی و ترکت های والبته آن وریو منتخب اسکوی و ترکت های والبته آن مه حق وسمت و علاقه ما کست مام و مطلق و میرمقید دولمت همهوری اسلای ایران بر نامی سهام سرایم سهای ها به بن هان و تمای و تمکی هقوق دالبته - آن سهام یا منست از آن ا قرار دا ذعان می کسند.

ره) اسکوی کلید زیان ها وخاراتی را کدمی رکت در نتیم هرنوغ اقرای ما مزی یا ادی ای اضافی شامت در نتیم هرنوغ اقرای ما مزی یا ادی اضافی شامت از هیت تصفیه مرضوع در افغت ای منظم ما میر ما میشتنی مراک یا مرتبط با آن ، کدا سکوی مطور سنیتم یا غیرستقم سئول آن یا منتوع در آن یا متوم دولت همبوری اردای ایران یا متوم با بات ، متوجه دولت همبوری اردای ایران یا متوم

entities owned, controlled, managed, supervised or administered, directly or indirectly by it, and any and all nationals of Iran, of and from all manner and kind of obligations, liabilities, controversies, claims and demands, of whatever nature, whether known or unknown as of the date of this Agreement, arising from, based upon or in relation to DJABIR-IBN-HAYYAN.

- (d) SQUIBB and its affiliates and the nominces of SQUIBB and its affiliates, thereupon acknowledge and admit the full, absolute and unencumbered ownership right, title and interest of the Government of the Islamic Republic of Iran over and in the entire shares of the share capital of DJABIR-IEN-HAYYAN, and any and all rights attached to or arising from the said shares.
- (e) SQUIBB thereupon shall indemnify, and hold harmless, the Government of the Islamic Republic of Iran and any and all agencies, bodies and entities owned, controlled, managed, supervised or administered, directly or indirectly, by it and any and all nationals of Iran, against any and all

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ما میرک (زرسیان و رئیس ست درامرهای مخت ماکلیت یا کنرول می مربرت می نظارت ما درار استیم ما میرسیشم آن و علم ایرس (زاشاع ایران شود میران خرا مرکزروآن ما را گرزی آن زیان ما دف را مصون کیما ، خرا در دارش

damages and/or losses that any of them may incur as a result of any action or claim, of whatever kind and nature, by a third party in respect of, based upon or arising from the subject matter of the settlement under this Agreement for which SQUIBB is responsible, directly or indirectly, or from which SQUIBB has received a benefit, directly or indirectly.

4- ما لازم الاعراب نرسرات رسكوم طبق مر ه فرق:

6. Upon the coming into force of SQUIBB's obligations under section 5, above:

راف) دولت عمیری رسانی ایمان و را با با المرک رز رستگاها و گوس ت و و اهرهای تحت با نظارت با ادار که سقیم با کشت با کشترل با مرک رز را تناع ریوان و خاکیا و کشت با زر اتناع ریوان و خاکیا و کشت با رز اتناع ریوان و خاکیا و کشت با رز اتناع در از ایمان با با هرک (زاکنا طیح ادعا کشر بسر زنگ ملی و همکی علیات تا نوی و طیح ادعا کشر بسر زنگ ملی و همکی علیات تا نوی و میمان را که عمل اک و همگی علیات تا نوی و مراول مرح در اولی و مراول مرح در اولی و مراول مرح در اولی علیم اسلوب و شرکت های در استم می و شرکت های داستم و شرکت های و استم ایک و شرکت های و استم ایک و شرکت های و استم ایک و شقی الیم ایک و شرکت های و استم ایک و شند کرد ، شند کم و ایمان با شرکت های و استم برای مرشی می مرشی می ایمان با شرکت های و استم کرد و می در هوا هند در است .

(a) The Government of the Islamic Republic of Iran, and/or any and all agencies, bodies, and entities owned, controlled, managed, supervised or administered, directly or indirectly, by it, or any national of Iran, and any and all persons claiming through or under them, or any of them, thereupon shall forthwith drop and withdraw any and all actions, court cases, and legal proceedings which may have been initiated by them, or any of them, in any court of law and/or arbitral board in the Islamic Republic of Iran and/or any other country or in any international body, against SQUIBB, and its affiliates, and

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رب دولت همهوی اردای ایران واریای ایران و داری مستیم ایران ایران ایران وی ایران میان با ایران وی ایران میان با ایران وی ایران میان با ایران وی ایران وی ایران میان با ایران وی ایران وی ایران میان با ایران وی ایران وی ایران میان با ایران وی ایران وی ایران میان با ایران وی ایر

the nominees, successors and assigns of SQUIBB and its affiliates, arising from, based upon or in relation to DJABIR-IEN-HAYYAN.

- (b) The Government of the Islamic Republic of Iran, and/or any and all agencies bodies and entities cwned, controlled, managed, supervised or administered, directly or indirectly, by it, or any national of Iran, and any and all persons claiming through or under them, or any of them, thereupon declare and acknowledge that any and all disputes which are the subject of the present settlement are settled and finally concluded, and they shall thereafter assert no claims and initiate no action, lawsuit or legal proceeding, of whatever kind and nature, directly or indirectly, arising from, based upon or in relation to DJABIR-IEN-HAYYAN.
- (c) The Government of the Islamic Republic of Iran and/or any and all agencies, bodies and entities owned, controlled, managed, supervised or administered, directly or indirectly, by it, or any national of

ام یا معرف از دستگا ها و مرسست و واهرهای مت ما نکست ما کنترل با مربرت با نظارت با اداره مستقم با نیرستقم آن با هربت از انساغ دیران ایران با هربی با مربی با مربی از انساغ دیران هربی از انساغ دیران

رج) دولت جمهوری اساسی اران و/ ما

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و کلید اشخاص که از برای تمت پرش آ به یا هریک از آنها که ادعاکسر اسکویم د ترکت های واشخ آن وسریران شخب و فائم تا از حاد د شنق اله به کویم وشرکت های والستم آن و شای آشاع دیا لاست متحره آ مرکا را از قدر شرون و وحقی ترر و کویمت و سراد فته در کالیه وا دعا له هروف که مسبت (ز یا مشنی بر ما مرشط با ها برین حیان با شرا به لرز اسکه در ترایع ای مرافقت نامه مدنوم برد ، با شرا محمول ایم از دالی الام بری المزمری کنفر .

Iran, and all persons claiming through or under them, or any of them, thereupon release and forever discharge SQUIBB, and its affiliates, and the nominees, successors and assigns of SQUIBB and its affiliates and any and all nationals of the United States of America, of and from all manner and kind of obligations, liabilities, controversies, claims and demands, of whatever nature, whether known or unknown as of the date of this Agreement, arising from, based upon or in relation to DJABIR-IEN-HAYYAN.

(d) The Government of the Islamic Republic of Iran thereupon shall indemnify, and hold harmless, SQUIRB, and its affiliates, and the nominees, successors and assigns of SQUIBB and its affiliates and any and all nationals of the United States of America, against any and all damages and/or losses that any of them may incur as a result of any action or claim, of whatever kind and nature, by a third party in respect of, based upon or arising from the subject matter of the settlement under this Agreement for which the Government of the Islamic Republic of Iran is responsible, directly or indirectly,

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۷- هرزرسرد اکر مرعا درسر ۱۸ ن سرانت نام مفررت وركت المير وراردادهاني كريت ازان ايرز بن ا مكوم يا مركب لرمتركت هاى والت المؤر وها برین هان سنقرشره بمت در دام قرار راداست مرج ١١ كتر ١٩٧٥ سعقره بن ركوك وعاري ميان كم ملق ، درخ ٩ نواسر ١٩٩٧ برنفرم دولت ایدان راسیره مود ، مرمنوسید خاتم افتر دنسی مى شود ما اين استشناء كرها بين هيان هو (ز استعاده اردانت في اسكوم وارما شركتها واستماكن راكم دراختيا رعابرين ميان گرارده تره وما مرازاد كامل أن يردافت ترواس حمية دارا المت ما يرين حيان يا اسي مي كدار محرا يا عنت يوشش مرح (دعاكستر حق استعاده لذنام "ركوس" المعرك الزياشة عا ماعلائم عارى رسكوس عاصرتك لزمايتت حاما علائم تجارتي شركت های وانت (سکوم را مرارمز وار آن ها استفاده نخراهنركرد.

or from which the Government of the Islamic Republic of Iran has received a benefit, directly or indirectly.

7. All Agreements made prior to the date hereof, except as expressly provided for in Section 8, below, between SQUIBB or any affiliate of SQUIBB and DJABIR-IBN-HAYYAN, including the License Agreement, dated as of October 1, 1965, between SQUIBB and DJABIR-IBN-HAYYAN, approved by the Government of Iran by letter dated November 9, 1967, are hereby concluded and terminated, except that DJABIR-IBN-HAYYAN shall have a permanent, paid-in-full license to use in Iran all know-how which has been supplied. to it by SQUIBB and/or its affiliates. Neither DJABIR-IEN-HAYYAN nor any other party claiming through or under it shall make use, or have any right to make use, of the name "SQUIBB", or of any patent or trademark of SQUIBB, or of any patent or trademark of any SQUIBB affiliate.

8. Nothing in this Agreement shall impair the validity of any obligations incurred in regular commercial purchase and sale transactions currently being carried out

۸- هیک ارزمندر جاست این موافعت نام اعتبار تشراتی زا که لمی ما ملات حریر دفروش سفلم، کددره ل حاضر بین جاب حیان و اسکویب ما موکی ارز شرکت های والب (سکویب برینیای اعتبار

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./13 RH اسنادی هریان دارد ، ایمارشره کت خرت دار مخراهر کرد.

۹- این موانعت ناد، وتنسیر ان تاج قوان و تررای ما موارد و تررای مای مواد در در تر در تا در در تا در تا

١٠ - اي مرافعت ما مه لازم الاعراء نمو اعربور مكر ب از سفید سرا م صالحه عمورای در این ایران درام صالحه اسكويس. ناسر كان عاز دنيمارس زان والم مينره محارز ونخيار اسكومب مه خورمت اين مواتشام را برائ تنفيز بر تعا مات ذيريط مؤد ت يم غواهند را من المام مع من المراب من المرب ال مرتشش (ع) صفة قال هصول هراهربرد مر مي از طرفن مون صدرس دروقوع شفسز دا تب را ىوىسىيى ئىكى بەركىردى كىرىك كىكىرھوراھەرسى سىر. المرف مرت صفت (۷) روز بن (رتنسز ای مرافق نام درايران مك ننز كوا مي شره اي مرافقت نام مرسيم ديت معواني مراي و مكرك درسال خوا عدت ، د سکوم کو اهی کتبی دتوع منفسر حورل انفام مك بي مراهي شره دي سرافقت اس طرف رس صفت (٧) رورس در وقوع تنفيز و منكوب مرسيد بسيت هوائي نراك ب زن درس ل هو اهر داست.

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between DJABIR-IEN-HAYYAN and SQUIBB or any affiliate of SQUIBB on a letter of credit basis.

9. This Agreement shall be governed by and interpreted in accordance with the laws and rules which would be applied by the Iran-United States Claims Tribunal.

10. This Agreement shall not be effective until ratification by the appropriate bodies of the Islamic Republic of Iran and ratification by the appropriate bodies of SQUIBB. The duly authorized representatives of NIOI and of SQUIBB will promptly submit this Agreement to their respective authorities for such ratifications. It is understood that these ratifications should be obtainable within six (6) weeks after signing of this Agreement. Telex notification of ratification action shall be sent immediately by each party to the other. A duly certified copy of this Agreement shall be sent by airmail to SQUIBB within seven (7) days of such ratification in Iran. SQUIBB shall airmail written certification of its ratification action to NIOI along with a duly certified copy of the Agreement within

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۱۱ - ای سرافتت با مه به دوزیان خاری دادگلیسی ، که دهردوی آنها ایشبار کهان دارد ، نشام شردم میناد رسیر .

در تأ بدر سرات وزق طرفن این دانفت نا مرا در دون خرکه هرزوی اکنه اعتبار دامر دارد در ارخ ۲۸ میرماه ۴۴۰ دروی الطریق برا مصادر نیزنی seven (7) days of such action by SQUIBB.

11. This Agreement has been prepared and signed in the Farsi and English languages, both of which are equally valid.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in two copies, each a duplicate original, on this 20 th day of October, 1981, in Vienna, Austria.

Representatives of EXECUTIVE COMMITTEE OF NATIONAL INDUSTRIES ORGANIZATION OF IRAN

ناسنرمخان کمیترا حرائی ب زمان صنیاح نبی دیران

Mahmoud PISHBIN
Mostafa TAGHAVI
Ahmad Mir MOTAHARI Mir Motohani =)
Ali FARZIN Hicary
Rahim Mohammad DOKHT
Representative of E.R. SQUIBB & SONS, INC.
Robert J. PAULUS They, Tallle

LIST OF BILLS OF EXCHANGE FOR SOUIBB

No.	<u>Due Date</u>	Amount 🔑 烤
23283	81.11.9.	171,298.33
22799	81.8.17	145,710.44
58.22767	81.8.10	23.219,68
58.22641	81.6.28	90,54].42
58.22516	81.6.22	618,287.22
21478	81.6.19	385,663.75
21481	81.6.7	321,028.07
22323	81.6.4	247,641.00
22320	81.5.4	45,731.10
22319	81.6.1	145,578.41
22322	81.6.1	247,611.00
54.22321	81.6.1	23,216.50
22287	81.5.8	247,649.50
58.22286	81.5.8	145,675.59
21455	81.4.30	322,848.80
21449	81.4.24	148,634.50
_21415	81.3.29	145.517.20
21414	81.3.29	99,127.00
23670	79.6.22	99,050.67
23044	79.5.13	22,871.88
22855	79.5.4	72,809.82
22854	79.5.4	99,077.32
22853	79.5.4.	72,840.16
22851	79.5.4	23,175.72
22850	79.5.4	99,077.32
56.22564	78.3.23	4283.84
22852	76.5.6	19,970.83
22882	79.5.4	22,871.88
		4,111,009.00
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LIST OF BILLS OF EXCHANGE FOR SQUIBB

No.	<u>Due Date</u>	Amount (DM)
750339	81.6.30	430,175.00
750347	81.6.25	250,130
750322	81.6.17	14,460.00
750320	81.6.16	110,030.00
750323	81.6.10	95,970.00
750319	81.6,5	886,830.00
750321	81,6.4	78,880.00
750277	81.5.28	819,230.00
750276	81.5.28	43,711.23
750271	81.5.23	108,569.25
750196	81.5.13	135,080.00
750195	81.5.12	430,190.00
750194	81.5.12	430,190.00
750232	81.5.6	1832,150.00
750197	81.4.6	884,130.00
750198	81.4.25	538,260.00
750178	81.3.25	250,030.00
750072	81.3.18	135,630.00
750046	81.3.18	135,630.00
750091	81.3.14	362,710.00
750045	81.2.13	677,463.50
750036	81.2.27	572,456.00
23538	81.2.26	244,795.50
23529	81.2.26	40,108.00
23529	81.2.26	430,160.00
23539	81.2.21	158,142.00
23489	81.2.14	590,930.00
23488	81.2.14	553,907.49
23490	81.2.13	651,080.63
		11891,028.60
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Cable: ERSQUIBB NYK

F R. Squibb & Sons, Inc.

World Headquarters
P.O. Box 4000
Princeton, New Jersey 08540
609-921-4223

ROBERT J. PAULUS assistant general counsel

EXHIBIT B to Agreement dated

between NIOI and SQUIBB

October 20 , 1981

October 20, 1981

Executive Committee National Industries Organization of Iran 202, Sepahbod Gharani Avenue Tehran, Iran

Dear Sirs,

SQUIBB states its specific expectations as to resolution of the Bankers Trust AG loan described in Section 2 of the Agreement between NIOI and SQUIBB, of even date with this letter, as follows:

The Government of the Islamic Republic of Iran shall repay, or cause to be repaid, to Bankers Trust AG, Dreikönigstrasse 6, CH-8022 Zurich, Switzerland, the three million nine hundred thirty six thousand United States dollars (US \$ 3,936,000) principal amount of the outstanding loan to DJABIR-IBN-HAYYAN without deduction, together with an additional sum equal to all interest, as reflected on the records of Bankers Trust AG, accrued and unpaid on such loan to the date of repayment of the principal amount thereof, at the loan agreement interest rate of eight and one half percent (8 1/2 %) per annum, payment of such interest to be without deduction of any kind except for the standard withholding tax imposed by the Government of the Islamic Republic of Iran on payments of interest at the rates for annual periods indicated in the attachment to this letter, such tax to be computed as though the additional sum equal to the interest due from DJABIR-IBN-HAYYAN had been paid by it in the quarterly interest payments to Bankers Trust AG as and when due under the terms of the loan

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agreement. Delivery to Bankers Trust AG in U.S. currency of both the repayment to Bankers Trust AG of the principal amount of the loan, and the payment to Bankers Trust AG of the additional sum equal to unpaid interest on the loan after deduction of applicable withholding tax, shall be made by the Government of the Islamic Republic of Iran, or shall be caused by it to be made, on or before January 8, 1982.

Very truly yours,

E.R. SQUIBB & SONS, INC.

bv

Robert J! Raulu

MR As Alicang.

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ARTICLE: 134 TAX FATES

Taxable Amount	Rate	Tax Rls.	Cumulative Tax Rls.	Effective Rat of Cumulativ Tax on Top Amount
Up to Rls. 400,000	15%	60,00 0	60,000	15%
Ris. 400,001 to Ris. 600,000	18%	36,000	96,000	16%
Rls. 600,001 to Rls. 800,000	20%	40,000	136,000	17%
RIs. 800,001 to RIs. 1,000,000	22%	44,000	180,000	18%
Rls. 1,000,001 to Rls. 2,000,000	24%	240,000	420,000	21%
Rls. 2,000,001 to Rls. 4,000,000	26%	520,000	940,000	23.5%
Rls. 4,000,001 to Rls. 6,000,000	28%	560,00 0	1,500,000	25%
Rls. 6,000,001 to Rls. 9,000,000	30%	900,000	2,400,000	26.67%
Rls. 9,000,001 to Rls.12,000,000	35%	1,050,000	3,450,000	28.75%
Rls.12,000,001 to Rls.15,000,000	40%	1,200,000	4,650,000	31%
Rls.15,000,001 to Rls.20,000,000	45%	2,250,000	6,900,000	34.5%
Rls.20,000,001 to Rls.30,000,000	50%	5,000,000	11,900,000	39.67%
Rls.30,000,001 to Rls.50,000,000	55%	11,000,000	22,900,000	45.8%
From Rls.50,000,001	60%		•	, i

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n.i.o.i. pharmaceutical group c/o iran embassy

nioi pharmaceutical group c/O iranian embassy vienna, austria

power of attorney

this will certify that robert j. paulus, an assistant general counsel of e.r. squibb and sons, inc., (a corporation organized and existing under the laws of delaware, u.s.a., having its offices in new jersey, u.s.a.) is empowered to sign on behalf of e.r. squibb and sons, inc. all agreements and other documents relating to the claims of e.r. squibb and sons, inc., its nominee directors, its affiliates and its subsidiaries, arising from, or in relation to sherkat-sahamit kaas djabir-ibn-hayyan as a creditor, an investor, or any other legal title, subject to ratification of any such agreements by the appropriate bodies of e.r. squibb and sons, inc.

e.r. squibb and sons, inc.

by jan m. z, kaczmanek secretary

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