

ORIGINAL DOCUMENTS IN SAFECase No. 336Date of filing: 19/1/1999

** AWARD - Type of Award A.A.T
- Date of Award 19 Jan 1999
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

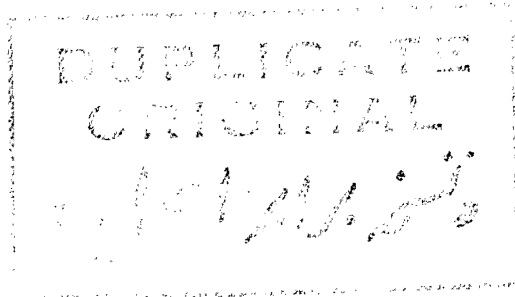
** DISSENTING OPINION of _____
- Date _____
_____ pages in English _____ pages in Farsi

** OTHER; Nature of document: _____

- Date _____
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IRAN-UNITED STATES CLAIMS TRIBUNAL

دیوان دآوری دعاوی ایران - ایالات متحدہ



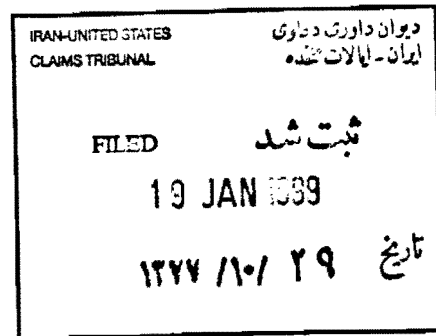
CASE NO. 336

CHAMBER ONE

AWARD NO. 591-336-1

RANA NIKPOUR,

Claimant



and

THE ISLAMIC REPUBLIC OF IRAN,

FOUNDATION FOR THE OPPRESSED,

Respondents.

AWARD ON AGREED TERMS

1. On 18 January 1982, RANA NIKPOUR ("the Claimant") filed a statement of Claim (Case No. 336) against THE ISLAMIC REPUBLIC OF IRAN and FOUNDATION FOR THE OPPRESSED (collectively "the Respondents").

2. Pursuant to Article 34 of the Tribunal's Rules of Procedure, a Joint Request for Arbitral Award on Agreed Terms ("the Joint Request") was filed on 23 December 1998. Attached thereto was a settlement agreement ("the Settlement Agreement"), dated 4 December 1998. The English text of the Settlement Agreement was signed by the Claimant and the Foundation for the Oppressed on 4 December 1998, and the Persian text was signed by them on 10 and 17 December 1998, respectively. The Agent of the Islamic Republic of Iran signed both English and Persian texts on 20 December 1998. Copies of the Joint Request and the Settlement Agreement are attached hereto as integral parts of this Award on Agreed Terms.

3. Article II, paragraphs 2 and 3, of the Settlement Agreement provide that:

2. The Settlement Agreement is subject to the approval and ratification of the Iranian authorities on or before 20 December 1998. Signing of the Settlement Agreement by the Agent of the Islamic Republic of Iran to the Tribunal shall represent that such approval and ratification have been obtained.[...]

3. Within three days after such ratification by the appropriate Iranian authorities, the Settlement Agreement will be submitted to the Tribunal together with a joint request (the text of which is annexed hereto) asking the Tribunal to record and give effect to the provisions of this Settlement Agreement as an Arbitral Award on Agreed

Terms. In making the aforesaid Request the Parties will respectfully request that the Tribunal issue the Award on Agreed terms no more than fourteen days from submission of the request.

4. On 28 December 1998, the Agent of the Islamic Republic of Iran filed a letter requesting that if the issuance of the Award on Agreed Terms was not possible within 14 days from the date of submitting the Joint Request, the Award be issued as soon as reasonably practicable. The Claimant sent a similar letter on 29 December 1998, the English and Persian texts of which were filed on 6 January 1999.

5. The Settlement Agreement was signed by the Agent of the Islamic Republic of Iran to the Tribunal on 20 December 1998. The Joint Request was signed and filed by the Agent of the Islamic Republic of Iran on 23 December 1998. Thus, the Tribunal finds that the conditions set out in Article II, paragraphs 2 and 3, of the Settlement Agreement for the validity of this agreement are satisfied.

6. The Settlement Agreement provided, inter alia, for transfer of ownership of certain properties and settlement of all Claims involved. Article II, paragraph 1, of the Settlement Agreement provides that:

In full, complete and final settlement of all disputes, differences and claims arising out of the rights, interests, relationships and occurrences related to the subject matters of the Statement of Claim in Case No. 336 between the Claimant, on one part, and the Respondents on the other part, and in consideration of the covenants, promises and other agreements contained herein, the sum of U.S. \$850,000 dollars (eight hundred fifty thousand United States dollars) (the "Settlement Amount") will be paid to the Claimant 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.

7. An Interlocutory Award was issued in this Case on 18 February 1993 finding that the dominant and effective nationality of the Claimant during the relevant period was that of the United States. The Tribunal determined that the Claimant has standing before the Tribunal under Article II, paragraph 1, and Article VII, paragraph 1, of the Claims Settlement Declaration. See Rana Nikpour and The Islamic Republic of Iran, Foundation for the Oppressed, Interlocutory Award No. ITL 81-336-1 (18 Feb. 1993), reprinted in __Iran-U.S. C.T.R.__. The Tribunal is further satisfied that it has jurisdiction over the Settlement Agreement between the Claimant and the Respondents within the terms of the Declaration of the Democratic and Popular Republic of Algeria concerning the Settlement of Claims by the Government of the United States of America and the Islamic Republic of Iran of 19 January 1981. See Islamic Republic of Iran and United States of America, Decision No. DEC 8-A1-FT, 12 (signed on 14 May 1982), reprinted in 1 Iran-U.S. C.T.R. 144, 152.

8. For the foregoing reasons,

THE TRIBUNAL DETERMINES AS FOLLOWS:

- (a) The Settlement Agreement filed with the Joint Request is hereby recorded as an Award on Agreed Terms, bind-

ing on the Parties in full and final settlement of the entire case.

- (b) In accordance with the Settlement Agreement, the Respondents, The Islamic Republic of Iran and Foundation for the Oppressed, are obligated to pay to the Claimant, Rana Nikpour, the amount of Eight Hundred and Fifty Thousand United States Dollars (U.S. \$850,000) 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.

- (c) This Case is terminated in its entirety and with prejudice.

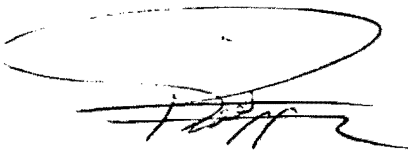
This Award is hereby submitted to the President of the Tribunal for notification to the Escrow Agent.

Dated, The Hague
19 January 1999



Bengt Broms
Chairman
Chamber One

In the name of God



Assadollah Noori

See the note under my
signature in the Inter-
locutory Award No.
ITL 81-336-1



Charles T. Duncan

IN THE NAME OF GOD

Iran-United States Claims Tribunal
The Hague, The Netherlands

DATE 23 DEC 1998
1222 /10/ - 2

Rana Nikpour,

Claimant,

Chamber One
Case No. 336

-against-
Foundation for the Oppressed,
The Islamic Republic of Iran,

Respondents.

JOINT REQUEST FOR ARBITRAL AWARD ON AGREED TERMS

Pursuant to Article 34 of the Tribunal Rules, Rana Nikpour ("Claimant"), on the one part, and Foundation for the Oppressed and the Islamic Republic of Iran ("Respondents"), on the other part, jointly request that the Tribunal issue an Arbitral Award on Agreed Terms that will record and give effect to the Settlement Agreement reached among them, a copy of which is attached hereto.

On 4th December 1998 the Parties have entered into such Settlement Agreement (i) transferring to the Respondents the title and ownership and control over the real and personal property referred to in the Statement of Claim and other submissions and (ii) settling all claims and disputes now existing or capable of arising in connection with Case No. 336 and any other matters related thereto.

The undersigned hereby request the Tribunal to record the Settlement Agreement as an Arbitral Award on Agreed Terms, and direct the payment of US \$850,000 dollars (eight hundred fifty thousands United States dollars) to the Claimant as required by Article II(1) of the Agreement and terminate the Case in its entirety and with prejudice.

Respectfully submitted,

Rana Nikpour

Foundation for the Oppressed

By Rana Nikpour

By [Signature]

Date Dec 4, 1998

Date 9/12/98

Islamic Republic of Iran

By [Signature]

Date 23 Dec 98

23 DEC 1995

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SETTLEMENT AGREEMENT IN CASE NO. 336
BEFORE IRAN-UNITED STATES CLAIMS TRIBUNAL

This Agreement is made as of the 4th day of December, 1998 between and among Rana Nikpour ("Claimant") on the one hand, and Foundation for the Oppressed and the Government of the Islamic Republic of Iran (collectively, the "Respondents"), on the other. For the purposes of this Settlement Agreement, the Respondents shall also include any agency, subsidiary, instrumentality, or any other entity affiliated with the Respondents ("Related Entities") and the Claimant shall also include her assigns, transferees, predecessors, successors and agents.

WHEREAS, the Claimant has filed certain claims for the alleged expropriation of her real and personal property ("Property") by the Respondents with the Iran-U.S. Claims Tribunal in the Hague (the "Tribunal") under Case No. 336 against the Respondents;

WHEREAS, Respondents have asserted certain defences against the claim denying the expropriation of the said Property;

WHEREAS, the Parties to this Agreement (the "Parties") have agreed to settle all of the claims, disputes and differences outstanding or capable of arising between them and/or against the Respondents and their Related Entities arising from or stated in the Statement of Claim and other submissions in Case No. 336.

NOW, THEREFORE, in consideration of mutual commitments and under the terms and conditions set forth herein, the Parties agree as follows:

Article I

The scope and the subject-matter of this Agreement are:

- (i) To transfer to the Respondents the title and ownership and control over the Property claimed in this Case No. 336.
- (ii) To settle, dismiss, withdraw, quitclaim and terminate, definitively, forever and with prejudice all disputes, differences, claims and matters directly or indirectly raised or capable of arising out of the relationships, contracts, transactions, occurrences, rights and interests and proceedings arising from and related to the Claims in this Case No. 336.

Article II

1. In full, complete and final settlement of all disputes, differences and claims arising out of the rights,

Handwritten signature or initials.

interests, relationships and occurrences related to the subject matters of the Statement of Claim in Case No. 336 between the Claimant, on one part, and the Respondents on the other part, and in consideration of the covenants, promises and other agreements contained herein, the sum of U.S. \$850,000 dollars (eight hundred fifty thousands United States dollars) (the "Settlement Amount") will be paid to the Claimant 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.

2. The Settlement Agreement is subject to the approval and ratification of the Iranian authorities on or before 20 December 1998. Signing of the Settlement Agreement by the Agent of the Islamic Republic of Iran to the Tribunal shall represent that such approval and ratification have been obtained. In the event this Settlement Agreement is not ratified by such date or within additional time as the Parties may agree in writing, or if this Settlement Agreement is ratified but respondents fail to submit it to the Tribunal together with a joint request for an arbitral award as provided herein then this agreement shall automatically become null and void, and the Parties shall be placed in the same position as they were prior to the date of this Settlement Agreement.

3. Within three days after such ratification by the appropriate Iranian authorities, the Settlement Agreement will be submitted to the Tribunal together with a joint request (the text of which is annexed hereto) asking the Tribunal to record and give effect to the provisions of this Settlement Agreement as an Arbitral Award on Agreed Terms. In making the aforesaid request the Parties will respectfully request that the Tribunal issue the Award on Agreed Terms no more than fourteen days from submission of the request.

4. In the event the full Settlement Amount is not paid to the Claimant, the Claimant may declare that this Settlement Agreement is null and void and the Parties shall be placed in the same position as they were prior to the date of this Settlement Agreement.

Article III

Upon issuance of the Award on Agreed Terms by the Tribunal and the payment in full of the Settlement Amount to the Claimant, all titles, rights, benefits, and interests of the claimant in the Property claimed in this case shall be transferred in its as is condition and unconditionally, irrevocably without any lien or incumbrance of the Claimant. Claimant shall have no liability to any Iranian entities for taxes of any kind in connection with such Property including but not limited to sale taxes, charges or fees and Respondents

shall hold harmless and indemnify the Claimant from any such liability in connection with the transfer of the Property to the Respondents.

Article IV

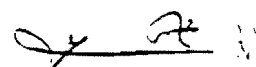
1. Upon the issuance of an Award on Agreed Terms and upon payment in full of the Settlement Amount, the Claimant shall cause without delay and with prejudice, all proceedings against the Respondents and their Related Entities in all courts, fora or before any authorities or administrative bodies to be dismissed, withdrawn and/or terminated, and shall be barred from instituting and /or continuing with any proceedings before the Tribunal or any other forum, authority, or administrative body, whatsoever including but not limited to any United States, or Iranian court in connection with disputes, differences, claims and matters related to the Claims and/or matters which are within the scope and the subject matter of this Agreement as defined in Article I above.

2. Upon the issuance of an Award on Agreed Terms, and upon the payment in full of the Settlement Amount, the Respondents shall cause, without delay and with prejudice, all proceedings against the Claimant in all courts, fora or before any authorities or administrative bodies to be dismissed, withdrawn and/or terminated, and shall be barred from instituting and/or continuing with any proceedings before the Tribunal or any other forum, authority or administrative body, whatsoever, including but not limited to any United States or Iranian court in connection with disputes, differences, claims and matters related to the Claims and/or matters which are within the scope and the subject matter of this Agreement as defined in Article I above.

Article V

1. Upon the issuance of an Award on Agreed Terms, and upon the payment in full of the Settlement Amount, the Claimant hereby release, quitclaim and discharge the Respondents and their Related Entities from any and all Claims, rights, causes of action, interests, liabilities and obligations that they have ever had, now have, and/or in the future may have in connection with disputes, differences, claims and matters and proceedings related to the Claims and/or matters which are within the scope and the subject matter of this Agreement as defined in Article I above.

2. Upon the issuance of an Award on Agreed Terms, and upon the payment in full of the Settlement Amount, the



Respondents hereby release, quitclaim and discharge the Claimant from any and all Counterclaims, rights, causes of action, interests, liabilities and obligations that they have ever had, now have, and/or in the future may have in connection with disputes, differences, claims, matters and proceedings related to the Claims and/or matters which are within the scope and the subject matter of this Agreement as defined in Article I above.

3. Upon issuance of an Award upon Agreed Terms, and upon the payment in full of the Settlement Amount, Claimant shall indemnify and hold harmless the Respondents and their Related Entities against any claim, counterclaim, action or proceeding which the Claimant may now or in the future raise, assert, initiate or take against the Respondents or its Related Entities in connection with disputes, differences, claims, matters and proceedings related to the Claims and/or matters which are within the scope and the subject matter of this Agreement as defined in Article I above..

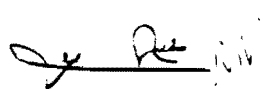
4. Upon issuance of an Award upon Agreed Terms, and upon the payment in full of the Settlement Amount, Respondents shall indemnify and hold harmless the Claimant against any claim, counterclaim, action or proceeding which any or all of the Respondents and their Related Entities may now or in the future raise, assert, initiate or take against the Claimant in connection with disputes, differences, claims, matters and proceedings related to the Claims and/or matters which are within the scope and the subject matter of this Agreement as defined in Article I above.

Article VI

Upon the issuance of the Award upon Agreed Terms, and upon the payment in full of the Settlement Amount, the Claimant and the Respondents shall waive any and all claims for costs (including attorneys' fees) arising out of or related to the arbitration, prosecution or defence of the claims asserted before the Tribunal, United States courts or elsewhere with respect to matters involved in the Statement of Claim and/or matters which are within the scope and the subject matter of this Agreement as defined in Article I above.

Article VII

Upon the issuance of the Award on Agreed Terms, and upon the payment in full of the Settlement Amount, the obligations, declarations, releases, waivers, withdrawals, dismissals, transfers of rights, interest, benefits and titles in properties contained and referred to in this Settlement Agreement shall become self-executing. After the issuance of



the Award on Agreed Terms by the Tribunal and the payment in full of the Settlement Amount no further documents need to be executed by the Parties in implementing the provisions of this Agreement.

Article VIII

1. This Agreement is for the sole purpose of settling the disputes identified herein. Nothing in this Agreement shall be relied upon or construed as relevant to or to affect in any way any arguments Respondents have raised, or may raise, concerning the jurisdiction or the merits of other cases whether before the Tribunal or any other forum. Also this Settlement Agreement shall not constitute an admission by the Respondents of any liability with respect to the Statement of Claim and any other submission in that Case or any events related thereto.

Article IX

The representatives of the Parties hereby expressly declare that they are duly empowered to sign this Agreement.

Article X

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.

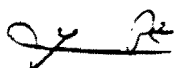
Article XI

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

Article XII

This Agreement contains all the understandings and agreements of the parties with respect to the subject matter hereof. It may not be amended or modified except by a writing executed by the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this 4th day of December, 1998.



Rana Nikpour

By: Rana Nikpour

Date Dec 4, 1998

Foundation for the Oppressed

By [Signature]

Date 4/12/98

The Government of the
Islamic Republic of Iran

By [Signature]

Date 20 Dec 98

IN THE NAME OF GOD

Iran-United States Claims Tribunal
The Hague, The Netherlands

Rana Nikpour,

Claimant,

Chamber One
Case No. 336

-against-
Foundation for the Oppressed,
The Islamic Republic of Iran,

Respondents.

JOINT REQUEST FOR ARBITRAL AWARD ON AGREED TERMS

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Respectfully submitted,

Rana Nikpour

Foundation for the Oppressed

By-----

By-----

Date-----

Date-----

Islamic Republic of Iran

By-----

Date-----

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را به عنوان حکم مبتنی بر شرایط مرضی الطرفین ثبت و طبق ماده ۲ (۱) این موافقتنامه به پرداخت مبلغ هشتصد و پنجاه هزار دلار آمریکا (۸۵۰,۰۰۰ دلار آمریکا) به نفع خواهان دستور صادر کند و این پرونده را بطور کلی و قطعی مختومه سازد.

با احترام

رعنا نیکپور

توسط:.....

تاریخ:.....

بنیاد مستضعفان

توسط:.....

تاریخ:.....

جمهوری اسلامی ایران

توسط:.....

تاریخ:.....