

ORIGINAL DOCUMENTS IN SAFECase No. 489Date of filing: 21-10-83

** AWARD - Type of Award ON AGREED TERMS
- Date of Award 21 OCT 1983
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

CLAIMS TRIBUNAL

IRAN UNITED STATES
CLAIMS TRIBUNAL

دادگاه داوران
ایران - ایالات متحده

ثبت شد - FILED

Date ۱۳۶۲ / ۷ / ۲۹

21 OCT 1983

No 489 - ۴۸۹

دیوان داورى دعاوى ایران - ایالات متحدہ

CASE NO. 489

CHAMBER THREE

AWARD NO. 82-489-3

WILLIAM H. RORER INC.,

Claimant,

and

TOOBI COMPANY LIMITED and
ISLAMIC REPUBLIC OF IRAN,

Respondents.

DUPLICATE
ORIGINAL

نسخه برابر اصل

AWARD ON AGREED TERMS

Claimant WILLIAM H. RORER INC. filed with the Tribunal on 18 January 1982 a Statement of Claim against Respondents the TOOBI COMPANY LIMITED and THE ISLAMIC REPUBLIC OF IRAN.

Respondents have not yet filed a Statement of Defence or a counterclaim.

On 10 October 1983, the Claimant and the Respondent Toobi Company Limited filed a Joint Request for an Arbitral Award on Agreed Terms in accordance with a Settlement Agreement also dated 10 October 1983. The Settlement Agreement provides that Claimant shall be paid US \$100,000 "in full and final settlement of all outstanding claims and disputes arising or capable of arising out of the past business relationship between the parties ...".

In a statement attached to the Joint Request , the National Iranian Industries Organization and the Government of Iran released "Claimants ... from any liability that they ever had, now have, or hereafter may have that arises or is capable of arising out of contracts, transactions, or occurrences before the date of this release in relation to Case 489".

A copy of the Joint Request and the Settlement Agreement are annexed hereto.

The Tribunal finds that an 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,

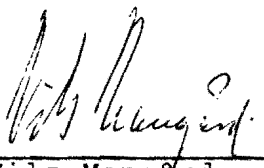
THE TRIBUNAL AWARDS AS FOLLOWS:


The settlement is hereby recorded as an Award on Agreed Terms, binding on the Parties. Consequently, Respondent, TOOBI COMPANY LIMITED shall pay to Claimant, WILLIAM H. RORER INC., the sum of One Hundred Thousand United States Dollars (US \$100,000).

Such 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.

Dated, The Hague
21 October 1983


Nils Mangard
Chairman
Chamber Three


Richard M. Mosk

In the name of God


Parviz Ansari Mo'in

✓

IN THE NAME OF GOD

IN THE IRAN-UNITED STATES CLAIMS TRIBUNAL
THE HAGUE, THE NETHERLANDS

Case No. 489

Chamber No.3

JOINT REQUEST FOR ARBITRAL
AWARD ON AGREED TERMS

IRAN UNITED STATES CLAIMS TRIBUNAL		دادگاه ادعای داری ایران - ایالات متحده
فایلد - ثبت شد		
Date	۱۳۶۲ / ۷ / ۱۸	۱۰ OCT 1983
No.	489	

Pursuant to Article 34 of the Tribunal's Rules of Procedure, William H. Rorer, Inc., Claimant, and Toobi Co. Ltd., Respondent, jointly request that the Tribunal issue an arbitral award on agreed terms that will record and give effect to the Settlement Agreement reached by the parties.

Toobi Co. Ltd. and William H. Rorer, Inc. have entered into a Settlement Agreement, a copy of which is attached hereto, providing that the William H. Rorer, Inc. shall be paid the amount of one hundred thousand United States Dollars and no cents (US\$100,000.00) in complete and final settlement of all claims and counterclaims now existing or capable of arising in connection with this Case.

The undersigned request the Tribunal to record the Settlement Agreement as an arbitral award on agreed terms, with full payment to the William H. Rorer, Inc. to be made out of the Security Account.

Respectfully submitted,

Dr. Reza Ejeian,
Managing Director of Toobi Co. Ltd.

Bassanali Khasai,
Financial Manager of Toobi Co. Ltd.

Edward R. Leydon
Edward R. Leydon,
Representative of William H. Rorer, Inc.

SETTLEMENT AGREEMENT

This Agreement is made this 10th day of October, 1983 (18th Mehr, 1362) between Toobi Co. Ltd. (hereinafter referred to as "Toobi") and William H. Rorer, Inc., (hereinafter referred to as "Rorer"),

WHEREAS, Rorer has filed a claim that has been docketed with Iran-United States Claims Tribunal ("Tribunal") as Case No.489 ("Case 489");

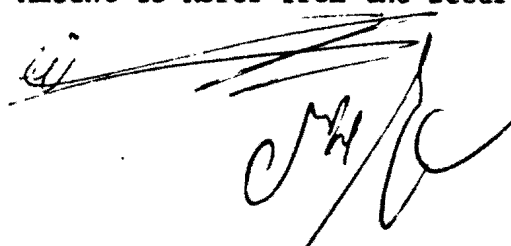
WHEREAS, Toobi has asserted a number of counterclaims against Rorer and its subsidiaries;

WHEREAS, the parties to this Agreement wish to settle the above claim filed with the Tribunal;

THEREFORE, the parties to this Agreement agree to settle Case 489 in exchange for the consideration, and under the terms and conditions set forth below.

ARTICLE 1 - PAYMENT

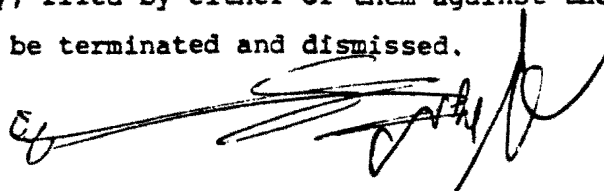
- A. In full and final settlement of all outstanding claims and disputes arising or capable of arising out of the past business relationship between the parties, including but not limited to Rorer's Statement of Claim submitted in Case No.489 before the Iran-United States Claims Tribunal, Rorer shall be paid the sum of one hundred thousand United States Dollars (US\$100,000.00) (the "Settlement Amount").
- B. By no later than October 10th, 1983, the parties shall submit to the Tribunal a joint request, pursuant to Article 34 of the Tribunal's Rules, that the Tribunal record this Agreement as an arbitral award on agreed terms, and that the Tribunal order payment of the Settlement Amount to Rorer from the Security Account.



- C. Toobi has informed Rorer that Toobi shall pay to Bank Markazi Iran the Rial equivalent of the Settlement Amount and will obtain Bank Markazi's approval for the payment therefor to be made to Rorer out of the Security Account and that submission of this Settlement Agreement by the Agent of the Government of the Islamic Republic of Iran to the Tribunal means that such approval has been obtained.
- D. Toobi confirms that all applicable Iranian taxes have been deducted from the Settlement Amount and such Iranian tax deduction have been accepted by Rorer. Should there be any taxes imposed on the Settlement Amount by the Government of Iran, Toobi shall be responsible therefor. Rorer shall be responsible for any taxes imposed outside Iran on this Settlement Amount.

ARTICLE 2 - RELEASE AND TERMINATION OF PROCEEDING

- A. Payment of the Settlement Amount to Rorer shall terminate the proceedings in Case 489 and shall constitute complete and final settlement of all claims and counterclaims now existing or capable of arising in connection with Case 489 and capable of arising out of dispute between the parties.
- B. Upon full and final payment of the Settlement Amount to Rorer, Rorer and Toobi shall, for themselves and their subsidiaries, affiliates and real or juridical persons, directors, officers, and employees (and for the successors and assigns of themselves and their subsidiaries, affiliates and real or juridical persons, directors, officers, and employees) by this Agreement release and forever discharge each other and their subsidiaries, affiliates, directors, officers, and employees from any and all liability that they ever had, now have, or hereafter may have by reason of any past dealings, or that is capable of arising out of any past dealings, or from any claim that may be pending in any court or forum. Accordingly, Rorer and Toobi agree that each of them shall within 30 days of full and final payment of the Settlement Amount to Rorer, cause all other claims, if any, filed by either of them against the other in any court or forum to be terminated and dismissed.

 Edward R. Leydon

- C. Upon full and final payment of the Settlement Amount to Rorer, Rorer shall, for itself and its subsidiaries and affiliates, directors, officers, and employees (and for the successors and assigns of itself and its subsidiaries and affiliates, directors, officers, and employees) by this Agreement release and forever discharge all Respondents in Case 489 and their agencies, instrumentalities, subsidiaries, and affiliates from all liability that they ever had, now have, or hereafter may have that arises or is capable of arising out of the contracts, transactions, or occurrences that are the subject of Case 489 and which have been subject of disputes between the parties.
- D. As to any past dealings, should any claims be pending or be 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 rights shall be exclusively liable to such third party.
- E. The releases set forth in this Agreement are self-executing upon the full and final payment of the Settlement Amount to Rorer.
- F. Upon full and final payment of the Settlement Amount to Rorer, Toobi and Rorer waive any and all claims for costs, including attorneys' fees, arising out of or related to the arbitration or prosecution of the claims or counterclaims asserted (or which might have been asserted) before the Tribunal or elsewhere with respect to Case 489 or any claim of Rorer or Toobi against each other.
- G. This Agreement, including the releases set forth in this Agreement, does not apply to the subject matter of any other proceeding in the Tribunal.



Edward R. Legdon

ARTICLE 3 - OTHER MATTERS

- A. Upon full and final payment of the Settlement Amount to Rorer, the three Agreements dated October 15, 1970 between Rorer and Toobi, and any other agreement or arrangement between Rorer and Toobi or any of Rorer's subsidiaries or affiliates, including any termination consequences thereof, will be terminated, if and to the extent not previously terminated. Toobi, however, shall have the full use in Iran without further payment of such technical and scientific information and know-how that it has previously received from Rorer provided, however, that (i) Toobi shall not hereafter use the name, trade name, or trademark or any other name, trade name or trademark owned by Rorer; (ii) Toobi shall keep such technical and scientific information, technology, and know-how confidential, and shall not disclose them to any competitor of Rorer.

ARTICLE 4 - VALIDITY

- A. This Agreement is valid only in its entirety. None of the terms and provisions of this Agreement may be interpreted separately and changed, except by written agreement of the parties.
- B. If the Tribunal does not record this settlement as an arbitral award on agreed terms within 60 days of filing of the Settlement Agreement, or if payment of the Settlement Amount is not made to Rorer within 90 days, either party may withdraw it, and this Agreement shall not prejudice Toobi or Rorer in future proceedings in Case 489.
- C. This Agreement has been written and signed in both languages of Farsi and English and each text shall have the same equal validity.

A handwritten signature in dark ink, appearing to be a stylized cursive script, located on the left side of the page.

Edward R Leydon

ARTICLE 5 - CONFIDENTIALITY

- A. Prior to the full and final payment of the Settlement Amount to Rorer, the parties to this Agreement will not refer to or divulge the content of this Agreement (except for submission to the Tribunal); or of documents generated solely for purposes of settlement negotiations; or of discussions in the course of settlement negotiations, in any pending or future proceeding before the Tribunal or elsewhere.
- B. Rorer and Toobi shall not use, or cause any third party to use, this Settlement Agreement in the prosecution or defense of any other case before the Tribunal or any other court or forum.

ARTICLE 6 - AUTHORITY

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 whatsoever, except as may otherwise contained in this Settlement Agreement.

The Notarized Power of Attorney of the two companies' representative are hereto attached.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement.

Toobi Co. Ltd.

By _____
Reza Ejeian, Managing Director

By _____
Bassan Ali Khasai

William H. Rorer, Inc.

By Edward R. Leydon
Edward R. Leydon, Legal Advisor
and Representative

in the name of God

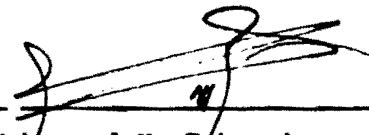
IN THE IRAN-UNITED STATES CLAIMS TRIBUNAL
THE HAGUE, THE NETHERLANDS

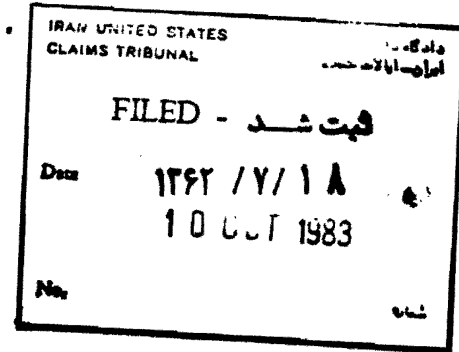
Case No. 489

Chamber 3.

Respondents in Case No. 489, Chamber 3, the National Iranian Industries Organization and the Government of the Islamic Republic of Iran, including, but not limited to, the Ministry of Economic Affairs and Finance, the Productive Units Ownership Development Financial Organization, and the National Investment Company, hereby release Claimants and their subsidiaries and affiliates from any liability that they ever had, now have, or hereafter may have that arises or is capable of arising out of contracts, transactions, or occurrences before the date of this release in relation to Case 489.

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه ادعای خسارت ایران - ایالات متحده
FILED - ثبت شد	
Date	۱۳۶۲ / ۷ / ۱ هجری 10 OCT 1983
No.	489

By  [w]
Mohammad K. Eshragh,
The Agent of the Government of
the Islamic Republic of Iran
to the Iran-U.S. Claims Tribunal.



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That William H. Rorer, Inc., a corporation duly incorporated in the Commonwealth of Pennsylvania, United States of America, with its principal office at 500 Virginia Drive, Fort Washington, Pennsylvania, U.S.A. 19034, by Robert E. Cawthorn, Vice President, does hereby make, constitute and appoint:

TERRY M. HAFNER and
EDWARD R. LEYDON

jointly or severally its true and lawful attorneys for it and in its name, place and stead:

To ask, demand and arrange for payment to William H. Rorer, Inc. of any and all sums of money which are due, owing or payable to it pursuant to agreements or transactions with the Islamic Republic of Iran and/or the Toobi Company Ltd.;

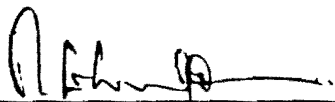
To adjust, compromise, settle or submit to arbitration any claims, debts, demands, accounts or other matters which may now exist between William H. Rorer, Inc. and the Islamic Republic of Iran and/or the Toobi Company Ltd., and in particular Case Number 489 pending before Chamber Three of the Iran-United States Claims Tribunal, hereby conferring upon the said attorneys full power and authority to do any act and to make, sign, acknowledge, execute and deliver any agreement, document or undertaking that may be required for the full and complete settlement of the said Case Number 489 or any other such claim or other matter herein specified;

To attend all meetings with the representatives of the Islamic Republic of Iran and/or the Toobi Company Ltd. scheduled to begin on the 5th day of October, 1983 in The Hague, The Netherlands and all adjournments thereof, at such places and times as they may agree;

And we hereby give and grant unto the said attorneys in fact full power and authority to do and perform every act necessary, requisite or proper to be done in and about the premises as fully as we might or could do, with full power of substitution and revocation, hereby ratifying and confirming all that the said attorneys shall lawfully do or cause to be done by virtue hereof.

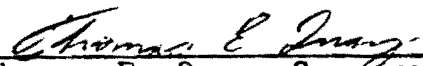
IN WITNESS WHEREOF, the Corporate Seal of the Corporation has been affixed hereto and its Vice President and Secretary have subscribed this Power of Attorney this 30th day of September, 1983.

WILLIAM H. RORER, INC.


By 
Robert E. Cawthorn
Vice President

ATTEST:

WILLIAM H. RORER, INC.
CORPORATE SEAL


Thomas E. Quay, Corporate
Secretary

Sworn before me this
30th day of September, 1983


Notary Public

RONALD MAI, Notary Public
Upper Dublin Twp., Montgomery Co. Pa.
My Commission Expires Dec 12, 1983

STATE OF PENNSYLVANIA. {
COUNTY OF MONTGOMERY. { SS:

I, **ANDREW Y. MICHIE, 3rd**, PROTHONOTARY, of
the Court of Common Pleas of said County of Montgomery, in the State
aforesaid (said Court being a Court of Record), DO HEREBY CERTIFY,

That.....~~RENATE MAI~~....., the NOTARY
PUBLIC, before whom the within acknowledgment or deposition was made,
was at the time of taking the same authorized by the laws of the State of
Pennsylvania to take the acknowledgments and proofs of deeds or convey-
ances for land, tenements and hereditaments situate, lying and being in
said State of Pennsylvania. And further that I am well acquainted with the
handwriting of such Notary and verily believe that the signature to said
certificate of proof, acknowledgment or deposition is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal of the said Court at
Norristown, this~~THIRD~~..... day ofOCTOBER....., 19 83

Andrew Y. Michie 3rd
..... Prothonotary

IRAN UNITED STATES
CLAIMS TRIBUNAL

داده دادگاه داری و داری
ایران - ایالات متحده

ثبت شد - FILED

Date ۱۳۴۲ / ۷ / ۱ A
10 OCT 1983

No. ۱۳۴۲

دارالترجمہ پرونڈ
خیابان جمہوری، نمادی سابق، پاسا شیروانی
تلفن ۶۷۱۳۲۳

