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Case No. 88Date of filing: 13-Mar-89**** AWARD**- Type of Award on Agreed Terms- Date of Award 13-Mar-896 pages in English7 pages in Farsi**** DECISION** - Date of Decision _____

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**** CONCURRING OPINION** of _____

- Date _____

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**** SEPARATE OPINION** of _____

- Date _____

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**** DISSENTING OPINION** of _____

- Date _____

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CHAMBER THREE

CASE NO. 88

AWARD NO. 417-88-3

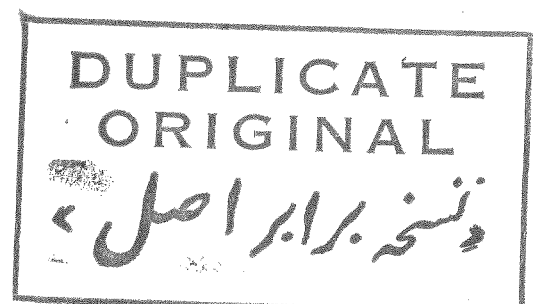
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CONTROL DATA CORPORATION,
CONTROL DATA MIDDLE EAST, INC.,
Claimants,

and

GOVERNMENT AND STATE OF THE
ISLAMIC REPUBLIC OF IRAN,
COMPUTER TERMINALS OF IRAN,
IRAN ELECTRONIC INDUSTRIES,
SHARIF TECHNICAL UNIVERSITY
(formerly ARYA MEHR UNIVERSITY OF TECHNOLOGY),
MINISTRY OF ENERGY (POWER PLANNING DEPARTMENT),
MATERIALS AND ENERGY RESEARCH CENTER,
CARRIER THERMOFRIG CORPORATION,
OIL SERVICES COMPANY,
NATIONAL IRANIAN OIL COMPANY,
ATOMIC ENERGY ORGANIZATION OF IRAN,
SHAHID CHAMRAN UNIVERSITY
(formerly JUNDI-SHAPOOR UNIVERSITY),
ISLAMIC REPUBLIC OF IRAN BROADCASTING
(formerly NATIONAL IRANIAN RADIO & TELEVISION),
SOCIAL SECURITY ORGANIZATION OF THE
ISLAMIC REPUBLIC OF IRAN (formerly DEPARTMENT
OF THE MINISTRY OF HEALTH & SOCIAL WELFARE),
MINISTRY OF PLANNING AND BUDGET OF THE
ISLAMIC REPUBLIC OF IRAN (HIGH INFORMATICS COUNCIL)
(formerly PLANNING & BUDGET ORGANIZATION),
SCHOOL OF PLANNING & COMPUTER APPLICATIONS,
MINISTRY OF EDUCATION,
SHAHID BEHESHTY UNIVERSITY
(formerly NATIONAL UNIVERSITY OF IRAN),
IRANIAN TELECOMMUNICATION RESEARCH CENTER,
Respondents.

IRAN UNITED STATES CLAIMS TRIBUNAL	
ثبت شد - FILED	
Date	13 MAR 1989
۱۳۶۷ / ۱۲ / ۲۲	
تاریخ	

AWARD ON AGREED TERMS

1. CONTROL DATA CORPORATION and CONTROL DATA MIDDLE EAST, INC. ("the Claimants") submitted a Statement of Claim on 17 November 1981 against the Respondents GOVERNMENT AND STATE OF THE ISLAMIC REPUBLIC OF IRAN ("Iran"), COMPUTER TERMINALS OF IRAN ("CTI"), IRAN ELECTRONIC INDUSTRIES, SHARIF TECHNICAL UNIVERSITY (formerly ARYA MEHR UNIVERSITY OF TECHNOLOGY), MINISTRY OF ENERGY (POWER PLANNING DEPARTMENT), MATERIALS AND ENERGY RESEARCH CENTER ("MERC"), CARRIER THERMOFRIG CORPORATION, OIL SERVICES COMPANY ("OSCO"), NATIONAL IRANIAN OIL COMPANY, ATOMIC ENERGY ORGANIZATION OF IRAN, SHAHID CHAMRAN UNIVERSITY (formerly JUNDI-SHAPOOR UNIVERSITY), ISLAMIC REPUBLIC OF IRAN BROADCASTING (formerly NATIONAL IRANIAN RADIO & TELEVISION), SOCIAL SECURITY ORGANIZATION OF THE ISLAMIC REPUBLIC OF IRAN (formerly DEPARTMENT OF THE MINISTRY OF HEALTH & SOCIAL WELFARE) ("SSF"), MINISTRY OF PLANNING AND BUDGET OF THE ISLAMIC REPUBLIC OF IRAN (HIGH INFORMATICS COUNCIL) (formerly PLANNING & BUDGET ORGANIZATION), SCHOOL OF PLANNING & COMPUTER APPLICATIONS, MINISTRY OF EDUCATION, SHAHID BEHESHTY UNIVERSITY (formerly NATIONAL UNIVERSITY OF IRAN), and IRANIAN TELECOMMUNICATION RESEARCH CENTER ("the Respondents").

2. On 7 June 1982, 16 August 1982, 30 September 1982, 23 November 1982 and 1 February 1984 all Respondents except for CTI submitted their Statements of Defense. All Respondents save CTI, MERC, OSCO, and SSF have raised Counterclaims. National Iranian Gas Company and Technical University of Esfahan submitted their Statements of Defence without being named as Respondents in the Statement of Claim. On 1 August 1983 the Claimants submitted their Reply to Counterclaims and comments on Statements of Defense. On 1 and 15 February and 4 April 1984 the Respondents submitted their Rejoinders. On 30 April 1986 the Claimants submitted their memorial and evidence. On 10 April 1987, 7 May 1987, 10 June 1987 and 16 June 1987 the Respondents submitted their memorials and evidence. On 10 August 1987 the Claimants submitted their memorial and evidence in rebuttal. On 19 August 1987 the

Respondents submitted their rebuttal memorials and evidence. A Hearing was held on 13, 14 and 15 October 1987.

3. On 2 March 1989 the Claimants and the Respondents ("the Parties") submitted a "Joint Request for Arbitral Award on Agreed Terms" ("Joint Request") in which the Tribunal was requested to record an attached Settlement Agreement as an Award on Agreed Terms. The Settlement Agreement is signed by the Claimants and on behalf of all Respondents with the exception of Iran, CTI and OSCO. Although the Settlement Agreement provides in Article II(i) that it was to be submitted to the Tribunal by 17 February 1989, the Tribunal notes that the signature of the Agent of the Islamic Republic of Iran on behalf of the Respondents is dated 2 March 1989, thereby implicitly consenting to an extension of the requisite date of submission up to that date. The Claimants submitted a telefax received by the Tribunal on 6 March 1989 in which they agreed to extend until 2 March 1989 the date by which the Joint Request should be submitted to the Tribunal. Copies of the Joint Request and Settlement Agreement are attached hereto and incorporated by reference.

4. In view of the representations made in the Joint Request, signed, inter alia, by the Agent of the Government of the Islamic Republic of Iran, the Tribunal deems the Joint Request to constitute a binding acceptance and ratification of the Settlement Agreement by Iran.

5. The Settlement Agreement provides in Article III that the sum of ten million eight hundred thousand United States Dollars (U.S.\$10,800,000) ("Settlement Amount") shall be paid to the Claimants "[i]n full, complete and final settlement of all disputes, differences, claims and counterclaims arising or capable of arising out of the rights, interests, contracts, transactions, and occurrences related to the subject matter of the Case and/or this Agreement, and in consideration of the covenants, premises, transfers, waivers, withdrawals and other agreements contained herein."

6. The Settlement Agreement in Article IV further provides that, upon the issuance of the Award on Agreed Terms and payment of the Settlement Amount, the Parties shall, among other reciprocal obligations, dismiss, withdraw and terminate without delay all proceedings between them, including proceedings before this Tribunal concerning "disputes, differences, claims and matters related to the subject matter of the Case and/or to any past dealings or events within the scope of [the Settlement] Agreement."

7. The Settlement Agreement stipulates in Article VI(i) that, upon the issuance of the Award on Agreed Terms and payment of the Settlement Amount, the Claimants shall "release and forever discharge Respondents and Iran, Iranian companies, entities, organizations, instrumentalities, institutions, agencies and political subdivisions and/or any and all Iranian natural persons and legal entities named in the Case from any claims, rights, and interests, past, present or future, which they have ever had or in the future may have in connection with disputes, differences, claims, counterclaims, and matters related to the subject matter of the Case."

8. The Settlement Agreement further stipulates in Article VI(ii) that, upon the issuance of the Award on Agreed Terms and payment of the Settlement Amount, Respondents shall "release and forever discharge Claimants from any claims, rights and interests, past, present or future, which they have ever had or in the future may have in connection with disputes, differences, claims, counterclaims, and matters related to the subject matter of the Case."

9. Pursuant to Article VII of the Settlement Agreement, upon the submission of the Settlement Agreement, the Claimants undertook to "prepare and submit to the Tribunal a notarized bill of sale relinquishing all of their rights or entitlements" to the Claimants' properties in Iran, including but not limited to the properties claimed in this Case,

"including in particular all assets of the Iran branch of [Control Data Middle East, Inc.], as well as all shares in Computer Terminals of Iran held by [Control Data Middle East, Inc.] and all assets thereof in Iran" and transferring them "unconditionally, irrevocably, without any lien or encumbrance and without the right to any recourse" to the Government of the Islamic Republic of Iran.

10. On 6 March 1989 the Claimants submitted to the Tribunal the original copy of a notarized Bill of Sale. The Tribunal notes that the content of the Bill of Sale is in compliance with the requirements stipulated in Article VII of the Settlement Agreement.

11. Finding the provisions of the Settlement Agreement and the Joint Request in compliance with the conditions for the issuance of an Award on Agreed Terms, the Tribunal accepts the Settlement Agreement in accordance with Article 34 of the Tribunal Rules.

12. Based on the foregoing,

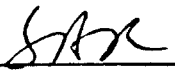
THE TRIBUNAL AWARDS AS FOLLOWS:

- a) The Settlement Agreement is hereby recorded as an Award on Agreed Terms binding on CONTROL DATA CORPORATION, CONTROL DATA MIDDLE EAST, INC., GOVERNMENT AND STATE OF THE ISLAMIC REPUBLIC OF IRAN, COMPUTER TERMINALS OF IRAN, IRAN ELECTRONIC INDUSTRIES, SHARIF TECHNICAL UNIVERSITY, MINISTRY OF ENERGY (POWER PLANNING DEPARTMENT), MATERIALS AND ENERGY RESEARCH CENTER, CARRIER THERMOFRIG CORPORATION, OIL SERVICES COMPANY, NATIONAL IRANIAN OIL COMPANY, ATOMIC ENERGY ORGANIZATION OF IRAN, SHAHID CHAMRAN UNIVERSITY, ISLAMIC REPUBLIC OF IRAN BROADCASTING, SOCIAL SECURITY ORGANIZATION OF THE ISLAMIC REPUBLIC OF IRAN, MINISTRY OF PLANNING AND BUDGET OF THE ISLAMIC REPUBLIC OF IRAN (HIGH INFORMATICS COUNCIL), SCHOOL OF PLANNING & COMPUTER APPLICATIONS,

MINISTRY OF EDUCATION, SHAHID BEHESHTY UNIVERSITY, and IRANIAN TELECOMMUNICATION RESEARCH CENTER, each of which is bound to fulfill the terms and conditions set forth in the Settlement Agreement.

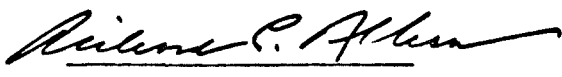
- b) The payment obligation specified in Article III of the Settlement Agreement in the amount of Ten Million Eight Hundred Thousand United States Dollars (U.S.\$10,800,000) shall be satisfied by payment to CONTROL DATA CORPORATION and CONTROL DATA MIDDLE EAST, INC. out of the Security Account established pursuant to paragraph 7 of the Declaration of the Government of the Democratic and Popular Republic of Algeria dated 19 January 1981.
- c) This Award is hereby submitted to the President of the Tribunal for the purpose of notification to the Escrow Agent.
- d) The Registry is hereby instructed to deliver to the Agent of the Government of the Islamic Republic of Iran the notarized Bill of Sale referred to in paragraph 10 of this Award.

Dated, The Hague,
13 March 1989

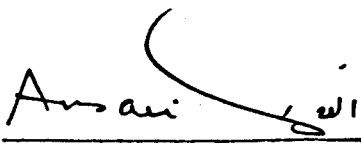


Gaetano Arangio-Ruiz
Chairman
Chamber Three

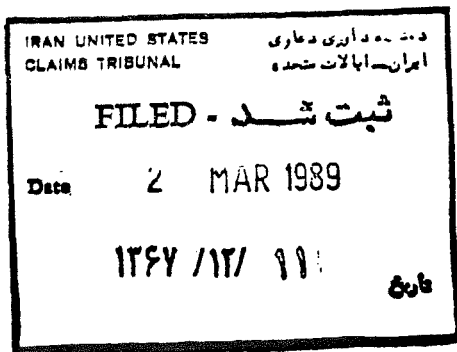
In the name of God



Richard C. Allison



Parviz Ansari Moin



IN THE NAME OF GOD

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Before

Iran-United States Claims Tribunal
The Hague, The Netherlands

Case No. 88, Chamber Three

JOINT REQUEST FOR ARBITRAL AWARD ON AGREED TERMS

Pursuant to Article 34 of the Tribunal Rules of Procedure the parties to Case No. 88, Chamber Three, namely:

(1) Ministry of Planning and Budget of the Islamic Republic of Iran (High Informatic Council); (2) Ministry of Energy of the Islamic Republic of Iran (Power Planning Department); (3) Ministry of Education of the Islamic Republic of Iran; (4) National Iranian Oil Company; (5) Atomic Energy Organization of Iran (Nuclear Research Center, Nuclear Power Plant, Finance Division and Esfahan Nuclear Technology Center); (6) Islamic Republic of Iran Broadcasting (formerly National Iranian Radio & Television); (7) Iran Electronic Industries; (8) Carrier Thermofrig Corporation; (9) Material and Energy Research Center; (10) Iranian Telecommunication Research Center; (11) Social Security Organization of the Islamic Republic of Iran (Social Security Fund); (12) Sharif Technical University (formerly Arya-Mehr University of Technology); (13) Shahid-Chamran University (formerly Jundi Shahpoor University); (14) Shahid Beheshti University (formerly National University of Iran); and (15)

Iranian School of Planning and Computer Application (all hereinafter collectively referred to as "Respondents") of the first part, and

(1) Control Data Corporation (hereinafter referred to as "CDC"), a corporation organized and existing under the laws of the State of Delaware, United States of America; and (2) Control Data Middle East Inc. (hereinafter referred to as "CDME"), a corporation wholly owned by the CDC and organized and existing under the laws of the State of Minnesota, United States of America (both hereinafter collectively referred to as "Claimants") of the second part,

jointly request that the Iran-United States Claims Tribunal ("the Tribunal") issue an Arbitral Award on Agreed Terms that will record and give effect to the Settlement Agreement reached by them in Case No. 88, Chamber Three.

On January 13th, 1989, Respondents and Claimants entered into a Settlement Agreement, a copy of which is attached hereto, providing that Claimants will be paid the amount of ten million eight hundred thousand United States Dollars (US \$10,800,000) in complete, full and final settlement of all disputes, differences, claims and counterclaims now existing or capable of arising between them and against the Islamic Republic of Iran, Iranian agencies, entities, instrumentalities, organizations, institutions and in general all Iranian natural persons and legal entities named in the Statement of Claim and subsequent submissions, in connection with Case No. 88.

The Parties hereto have also agreed that all titles, rights, benefits and interests of Claimants in their properties located in Iran be transferred to Iran.

The undersigned request the Tribunal to record the Settlement Agreement as an Arbitral Award on Agreed Terms, with payment to Claimants to be made from the Security Account, and consider and declare as terminated, dismissed and withdrawn Case No. 88.

Respectfully submitted,

رسالی

• Mohammad K. Eshragh
Agent of the Government
of the Islamic Republic
of Iran to the Iran-United
States Claims Tribunal

Control Data Corporation
(CDC)

Date:

2.3.89

Control Data Middle East
Inc. (CDME)

Ministry of Planning and
Budget of the Islamic
Republic of Iran (High
Informatic Council)

By

[Signature]

(As per Power of Attorney
attached)

Ministry of Energy of the
Islamic Republic of Iran
(Power Planning
Department)

Date: 1-13-89

Ministry of Education of the
Islamic Republic of Iran

National Iranian Oil Company

Atomic Energy Organization of
Iran (Nuclear Research Center,
Nuclear Power Plant, Finance
Division and Esfahan Nuclear
Technology Center)

Islamic Republic of Iran
Broadcasting (formerly National
Iranian Radio & Television)

Iran Electronic Industries

Carrier Thermofrig Corporation

Material and Energy Research Center

Iranian Telecommunication Research
Center

Social Security Organization of
the Islamic Republic of Iran
(Social Security Fund)

Sharif Technical University
(formerly Arya-Mehr University
of Technology)

Shahid-Chamran University
(formerly Jundi Shahpoor
University)

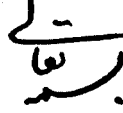
Shahid Beheshti University
(formerly National University
of Iran)

Iranian School of Planning and
Computer Application

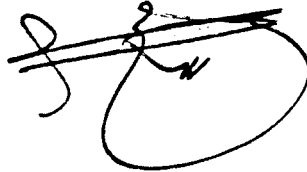
On behalf of Respondents

By

~~M.K. Eshragh~~



Date: 2.3.89



FILED - ثبت شد

Date 2 MAR 1989

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تاریخ

IN THE NAME OF GODSETTLEMENT AGREEMENT OF CASE NO. 88, CHAMBER THREE

This Settlement Agreement (the "Agreement") is made this 13th day of January 1989, by and between:

(1) Ministry of Planning and Budget of the Islamic Republic of Iran (High Informatic Council); (2) Ministry of Energy of the Islamic Republic of Iran (Power Planning Department); (3) Ministry of Education of the Islamic Republic of Iran; (4) National Iranian Oil Company; (5) Atomic Energy Organization of Iran (Nuclear Research Center, Nuclear Power Plant, Finance Division and Esfahan Nuclear Technology Center); (6) Islamic Republic of Iran Broadcasting (formerly National Iranian Radio and Television); (7) Iran Electronic Industries; (8) Carrier Thermofrig Corporation; (9) Material and Energy Research Center; (10) Iranian Telecommunication Research Center; (11) Social Security Organization of the Islamic Republic of Iran (Social Security Fund); (12) Sharif Technical University (formerly Arya-Mehr University of Technology); (13) Shahid-Chamran University (formerly Jundi Shahpoor University); (14) Shahid Beheshti University (formerly National University of Iran); and (15) Iranian School of Planning and Computer Application (all hereinafter collectively referred to as "Respondents") of the first part; and

(1) Control Data Corporation (hereinafter referred to as "CDC"), a corporation organized and existing under the laws of the State of Delaware, United States of America; and (2) Control Data Middle East Inc. (hereinafter referred to as "CDME"), a corporation

wholly owned by the CDC and organized and existing under the laws of the State of Minnesota, United States of America (both hereinafter collectively referred to as "Claimants"), of the second part.

For the purposes of this Agreement, each of the Respondents and the Claimants acts not only on its own behalf but also on behalf of its Related Persons ("Related Persons" of each of the said parties being defined to include its affiliates, predecessors, successors and assigns and, in the case of each Claimant, any subsidiaries and/or parents thereof), and the related Persons of any of Respondents or Claimants shall be entitled to the benefit of all rights, releases, discharges and indemnifications given to such party under the terms of this Agreement.

WHEREAS Claimants have raised certain claims as stated in the Statement of Claim and other submissions filed with the Iran-United States Claims Tribunal (hereinafter "the Tribunal") under Case No. 88 (hereinafter referred to as "the Case") against Respondents and the Islamic Republic of Iran (hereinafter referred to as "Iran").

WHEREAS Respondents, in responding to the Statement of Claim, have filed their Statements of Defense and Counter-claims,

WHEREAS the Parties (the "Parties" being defined as Respondents and Claimants) have agreed to settle all of their claims, counterclaims, disputes, and differences outstanding or capable or arising between them and/or between Claimants and Iran and/or in general all the claims contained in the Statement of Claim and subsequent submissions;

Now, therefore, in consideration of and under the conditions set forth herein, the Parties agree as follows:

Article I

The scope and subject matter of this Agreement are:

(i) To settle, dismiss and terminate forever and with prejudice all disputes, differences, claims, counter-claims, and matters directly or indirectly raised or capable of arising out of the contracts, transactions, occurrences, rights and interests related to the subject matter of the Case against Respondents and/or Iran, Iranian entities, instrumentalities, corporations, organizations, institutions, agencies, political subdivisions and in general all the Iranian natural persons or legal entities named in the Case; and

(ii) To vest in Iran unconditionally and irrevocably, without any lien or encumbrance and without the right to any recourse, and to consider as vested from the time of creation, all of Claimants' rights, benefits, interests and titles in and to any and all of Claimants' properties located in Iran, including those in the possession of third persons and, in particular, all assets of the Iran branch of CDME as well as all shares of Computer Terminals of Iran and all assets thereof in Iran.

Article II

(i) The Parties agree to submit this Agreement to the Tribunal on or before February 17, 1989, together with a joint motion requesting the Tribunal to record and give effect to the provisions of this Agreement as an Arbitral Award on Agreed Terms. If this Agreement shall not have been submitted by such date, then it shall automatically become null and void ab initio, and the Parties, without

prejudice to their respective rights, will be placed in the same positions as they were prior to the date of this Agreement.

(ii) This Agreement shall be subject to the condition subsequent that the Award on Agreed Terms shall have been issued by the Tribunal on or before March 24, 1989. In the event that this shall not have occurred on or before such date, either Claimants or Respondents shall have the right to withdraw this Settlement Agreement by notification to the Tribunal in which event this Settlement Agreement shall be null and void and the Parties, without prejudice to their respective rights, will be placed in the same positions as they were prior to the date of this Agreement.

Article III

In full, complete and final settlement of all disputes, differences, claims and counterclaims arising or capable of arising out of the rights, interests, contracts, transactions and occurrences related to the subject matter of the Case and/or this Agreement, and in consideration of the covenants, premises, transfers, waivers, withdrawals, and other agreements contained herein, the sum of ten million eight hundred thousand United States Dollars (US\$10,800,000) (hereinafter the "Settlement Amount") shall be paid to Claimants 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 January 19, 1981.

Article IV

(i) Upon the issuance of the Award on Agreed Terms and payment of the Settlement Amount, Claimants shall without delay cause all proceedings against Respondents and/or

Iran, Iranian entities, organizations, instrumentalities, institutions, corporations, agencies, political subdivisions, and in general against any and all Iranian natural persons and legal entities named in the Case in all courts, or before any authorities or administrative bodies, to be dismissed, withdrawn and terminated, in each case with prejudice, and shall be barred from instituting and/or continuing with any proceedings before the Iran-United States 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 in the Islamic Republic of Iran, in connection with disputes, differences claims and matters related to the subject matter of the Case and/or to any past dealings or events within the scope of this Agreement.

(ii) Upon the issuance of the Award on Agreed Terms and payment of the Settlement Amount, Respondents shall without delay cause all proceedings against Claimants in all courts, or before any authorities or administrative bodies, to be dismissed, withdrawn and terminated, in each case with prejudice, and shall be barred from instituting and/or continuing with any proceedings before the Iran-United States 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 in the Islamic Republic of Iran in connection with disputes, differences, claims and matters related to the subject matter of the Case and/or to any past dealings or events within the scope of this Agreement.

Article V

(i) Any and all amounts owed by Claimants for Iranian taxes, customs duties and social security premiums arising out of contracts, transactions or occurrences within the scope and subject matter of this Agreement are taken into

consideration in this Agreement and will be paid or otherwise satisfied by Respondents.

(ii) Within the scope and subject matter of this Agreement, respondents agree to indemnify and hold Claimants harmless against liability for any and all taxes, customs duties and social insurance obligations, of whatever kind or description, arising under the laws of Iran, which shall have arisen on or prior to the date of payment of the Settlement Amount, as well as any and all liabilities of Claimants for any penalties, late payment charges, interest, fines or other charges relating to such taxes or social insurance obligations.

Article VI

(i) In consideration of the covenants, premises, transfers, waivers and other agreements contained herein, upon the issuance of the Award on Agreed Terms and payment of the Settlement Amount, Claimants shall release and forever discharge Respondents and Iran, Iranian companies, entities, organizations, instrumentalities, institutions, agencies and political subdivisions and/or any and all Iranian natural persons and legal entities named in the Case from any claims, rights, and interests, past, present or future, which they have ever had or in the future may have in connection with disputes, differences, claims, counterclaims, and matters related to the subject matter of the Case and/or any past dealings or events within the scope of this Agreement.

(ii) In consideration of the covenants, premises, transfers, waivers and other agreements contained herein, upon the issuance of the Award on Agreed Terms and payment of the Settlement Amount, Respondents shall release and forever discharge Claimants from any claims, rights and interests, past, present or future, which they have ever had or in the future may have in connection with disputes,

differences, claims, counterclaims, and matters related to the subject matter of the Case and/or any past dealings or events within the scope of this Agreement.

Article VII

Upon the issuance of the Award on Agreed Terms and payment of the Settlement Amount, all of Claimants' rights, titles, benefits and interests in and to their properties located in Iran, in possession of any person and wherever situated, including but not limited to the properties claimed in the Case, shall be transferred, unconditionally, irrevocably, without any lien or encumbrance and without the right to any recourse, to Iran. Claimants shall prepare and submit to the Tribunal a notarized bill of sale relinquishing all of their rights or entitlements to those properties and transferring all of their titles, rights, benefits and interests in and to those properties, including in particular all assets of the Iran branch of CDME, as well as all shares in Computer Terminals of Iran held by CDME and all assets thereof in Iran, to Iran. This document, which shall be in the form attached as Exhibit A hereto, shall be handed over by the Tribunal to the Agent of the Islamic Republic of Iran upon the issuance of the Award on Agreed Terms.

Article VIII

(i) Claimants and Respondents shall indemnify and hold harmless each other against any claim or counterclaim which either party, their respective subsidiaries, affiliates, assignees, transferees, successors, agents, parent companies or third persons may raise or take against the other party in connection with and under the same cause or causes of action contained in the Statement of Claim and Statements of Defence and/or matters which are within the scope and subject matter of this Settlement Agreement.

(ii) Claimants shall indemnify and hold harmless Iran, Iranian entities, organizations, instrumentalities, institutions and divisions against any claim that they or their respective Related Persons may raise or take against them in connection with and under the same cause or causes of action contained in the Statement of Claim and/or matters which are within the scope and subject matter of this Settlement Agreement.

Article IX

- Upon the issuance of the Award on Agreed Terms and payment of the Settlement Amount, Claimants and Respondents shall waive any and all claims for costs (including attorney's fees) arising out of or related to the arbitration, prosecution or defense of the claims or counterclaims asserted before the Iran-United States Claims Tribunal, the United States courts or elsewhere with respect to the matters involved in this Case or the matters which are the subject matter of this Agreement.

Article X

Upon the issuance of the Award on Agreed Terms and payment of the Settlement Amount, the obligations, declarations, releases, waivers, withdrawals, dismissals, transfers of rights, interests, benefits, and titles in properties contained and referred to in this Agreement shall become self-executing. After the issuance of the Award on Agreed Terms by the Tribunal no further documents need to be executed by the Parties in implementing or enforcing the provisions of this Agreement.

Article XI

(i) This Agreement is for the sole purpose of settling the dispute at issue in Case No. 88. Nothing in this

Agreement shall be relied upon or construed as relevant to or affect in any way any argument that any of Respondents, or Iran, its agencies, instrumentalities, and/or entities, have raised, or may raise, concerning the jurisdiction or the merits of this case or other cases whether before the Tribunal or elsewhere.

(ii) This Agreement is made in the spirit of out-of-court private settlement of disputes and shall not be used in any further proceedings in this Case if the Award on Agreed Terms is not issued. Claimants and Respondents further agree that they shall not use, or cause any other person to use, this Agreement in the prosecution or defense of any other cases before the Tribunal or before any other forum, except that the Parties may use this Agreement for the sole purpose of implementing its terms and to bar further litigation inconsistent with its terms.

Article XII

The Parties agree that this Agreement shall be approved and ratified by Iranian authorities. Should they choose for any reason whatsoever not to confirm this Agreement, then it shall become null and void, and in that event no party to this Agreement may rely upon, cite or publish its terms or any statements made in the course of settlement discussions.

Article XIII

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 XIV

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

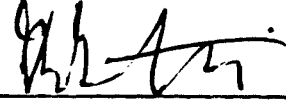
In witness whereof, the Parties hereto have executed and delivered this Agreement.

Ministry of Planning and
Budget of the Islamic
Republic of Iran (High
Informatic Council)

Control Data Corporation
(CDC)

Ministry of Energy of the
Islamic Republic of Iran
(Power Planning Department)

Control Data Middle East
Inc. (CDME)

By: 
(As per power of Attorney
attached)

Ministry of Education of
the Islamic Republic of
Iran

Date: 1-13-89

National Iranian Oil Company

Atomic Energy Organization
of Iran (Nuclear Research
Center, Nuclear Power Plant,
Finance Division and Esfahan
Nuclear Technology Center)

Islamic Republic of Iran
Broadcasting (formerly
National Iranian Radio &
Television)

Iran Electronic Industries

Carrier Thermofrig Corporation

Material and Energy Research
Center

Iranian Telecommunication
Research Center

Social Security Organization of
the Islamic Republic of Iran
(Social Security Fund)



• Sharif Technical University
(formerly Arya-Mehr University
of Technology)

Shahid-Chamran University
(formerly Jundi Shahpoor
University)

Shahid Beheshty University
(formerly National University
of Iran)

Iranian School of Planning and
Computer Application

On behalf of Respondents

By: M.K. Eshrayh  


Date: 2.3.89 

EXHIBIT A

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that the undersigned CONTROL DATA CORPORATION and CONTROL DATA MIDDLE EAST INC. (hereinafter the "SELLERS") in consideration of the Settlement Amount referred to in Article III of the Settlement Agreement dated January 13, 1989, namely the sum of Ten Million Eight Hundred Thousand United States Dollars) (U.S.\$10,800,000), and other good and valuable consideration, hereby unconditionally and irrevocably sell, convey and transfer, without any lien or encumbrance and without the right to any recourse, to the Government of the Islamic Republic of Iran (hereinafter "IRAN") all of SELLERS' right, title, benefit and interest in and to any and all property located in Iran in possession of any persons and, in particular, all assets of the Iran branch of CONTROL DATA MIDDLE EAST INC. as well as all shares of COMPUTER TERMINALS OF IRAN held by CDME and all assets thereof in Iran, wherever situated, including but not limited to all such property claimed in Case No. 88, Chamber Three, and/or the properties more particularly described in the attached "List of Property" consisting of ___ pages, on an "as is, where is" basis, which sale, conveyance and transfer shall be effective upon payment of the Settlement Amount provided for in the Settlement Agreement dated January 13, 1989 between the Parties to the said Case No. 88. SELLERS represent and warrant to the Islamic Republic of Iran that they have lawful authority and power to transfer their right, title, benefit and interest in and to the properties referred to above and that neither they nor their successors or assigns shall have, claim or demand any right or title to those properties or any part thereof.

IN WITNESS WHEREOF, the SELLERS have caused this instrument to be executed this ____ day of _____, 1989 by their duly authorized representatives.

CONTROL DATA CORPORATION

By _____

CONTROL DATA MIDDLE EAST INC.

By _____

STATE OF MINNESOTA)

COUNTY OF HENNEPIN)

Subscribed and sworn to
before me this ____ day of
_____, 1989

Notary Public

LIST OF PROPERTY

The property referred to in the Bill of Sale to which this List of Property is attached includes (a) all shares in COMPUTER TERMINALS OF IRAN held by CDME, and (b) those Control Data Computer systems and subsystems located in Iran as of November 1980 and consisting of the following items of equipment and related peripheral equipment (including printers, disk and tape storage devices, terminals, displays and communications modems), together with all spare parts and supplies therefor, which were in Iran as of that date, to the extent that the foregoing remain in existence as of the date hereof, each system or subsystem being identified in brackets by the current name of the entity on the premises of which such system or subsystem was installed as of November 1980 or, if it was not then installed, the entity for delivery to which it was originally imported into Iran:

1. One (1) Cyber 74 Mainframe Computer System (Sharif Technical University)
2. One (1) Model 734 Terminal Subsystem (Material and Energy Research Center)
3. One (1) Model 734 Terminal Subsystem (Ministry of Energy)
4. One (1) Model 734 Terminal Subsystem (National Cartographic Center)
5. One (1) Cyber 18-20 Minicomputer System (Carrier Thermofrig Corporation)
6. One (1) Cyber 174 Mainframe Computer System (National Iranian Oil Company)

7. One (1) Model 734 Terminal Subsystem (National Iranian Oil Company)
 8. One (1) Model 734 Terminal Subsystem (Oil Services Company of Iran)
 9. One (1) Cyber 171 Mainframe Computer System (Atomic Energy Organization of Iran [Nuclear Research Center])
 10. One (1) Model 734 Terminal (Atomic Energy Organization of Iran [Nuclear Power Plant])
 11. One (1) Cyber 18-10 Minicomputer System (Atomic Energy Organization of Iran [Esfahan Nuclear Technology Center])
 12. One (1) Cyber 18-10 Minicomputer System (Atomic Energy Organization of Iran [Finance Division])
 13. One (1) Cyber 18-20 Minicomputer System (Shahid-Chamran University)
 14. One (1) Cyber 17 Terminal System (Islamic Republic of Iran Broadcasting)
 15. One (1) Model 734 Terminal Subsystem (Islamic Republic of Iran Broadcasting)
 16. One (1) Cyber 18-05 Minicomputer system (Islamic Republic of Iran Broadcasting)
 17. Three (3) Cyber Data Entry Systems (Social Security Organization of the Islamic Republic of Iran)
 18. One (1) Model 6400 Mainframe Computer System (Iranian School of Planning Computer Application)
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19. One (1) Model 734 Terminal Subsystem (Iranian School of Planning and Computer Application)
20. Three (3) Cyber 18-05 Minicomputer Systems (Ministry of Planning and Budget of the Islamic Republic of Iran)
21. One (1) Cyber Data Entry System (Ministry of Planning Budget of the Islamic Republic of Iran)
22. One (1) Cyber 18-30 Minicomputer System (Shahid Beheshty University)
23. One (1) Model 734 Terminal Subsystem (Iran Telecommunication Research Center)
24. Three (3) Cyber 18-05 Minicomputer System (National Iranian Gas Company)

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CONTROL DATA

8100 34th Avenue South
Mailing Address/Box 0
Minneapolis, Minnesota 55440
612/853-3036

Daniel R. Pennie
Vice President
General Counsel and Secretary

POWER OF ATTORNEY


KNOW ALL MEN BY THESE PRESENTS, that Control Data Corporation, a company organized under the laws of the State of Delaware, United States of America, with principal offices at 8100 34th Avenue South, Minneapolis, Minnesota, United States of America, the term of which is for an indeterminate period of time and the corporate purposes of which are to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware, herein represented by Daniel R. Pennie, its Vice President, General Counsel, and Secretary, duly authorized for these purposes, hereby appoints, nominates and constitutes in the presence of the witness referred to below, the following person as its attorney-in-fact, effective January 5, 1989, for the purposes set forth below.

CONTROL DATA CORPORATION grants and confers to Mr. Gerald R. Giombetti, a United States of America citizen domiciled in Minneapolis, Minnesota, bearer of United States of America passport #020659669, to sign any and all documents on behalf of Control Data Corporation and Control Data Middle East, Inc. ["CDC" and CDME"] relating to Case No. 88, Chamber Three with respect to a Settlement Agreement between CDC and CDME as claimants and the Islamic Republic of Iran, Iranian agencies, instrumentalities, organizations, institutions and in general all Iranian natural persons and legal entities [the respondents] named in the Statement of Claims and subsequent submissions in connection with Case No. 88.

For the above mentioned objects, Mr. Giombetti is granted and conferred the widest powers which the law requires, to be able to sign those private and public documents that are proper or necessary for the realization for the stated purposes.

[Corporate Seal]

CONTROL DATA CORPORATION


Daniel R. Pennie
Vice President,
General Counsel and Secretary

Subscribed and sworn to before
me this 5th day of January, 1989.



