

ORIGINAL DOCUMENTS IN SAFE

Case No. 12784

Date of filing: 9 Nov '90

\*\* AWARD - Type of Award AAT  
 - Date of Award 8 Nov '90  
3 pages in English 3 pages in Farsi  
+ J.R. + SA.

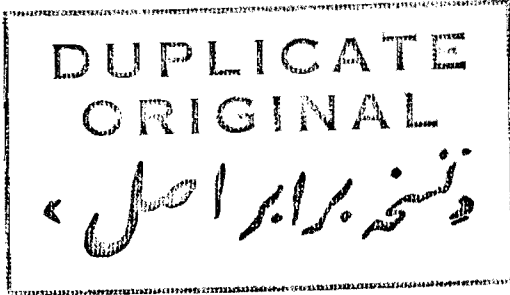
\*\* DECISION - Date of Decision \_\_\_\_\_  
 \_\_\_\_\_ pages in English \_\_\_\_\_ pages in Farsi

\*\* CONCURRING OPINION of \_\_\_\_\_  
 - Date \_\_\_\_\_  
 \_\_\_\_\_ pages in English \_\_\_\_\_ pages in Farsi

\*\* SEPARATE OPINION of \_\_\_\_\_  
 - Date \_\_\_\_\_  
 \_\_\_\_\_ pages in English \_\_\_\_\_ pages in Farsi

\*\* DISSENTING OPINION of \_\_\_\_\_  
 - Date \_\_\_\_\_  
 \_\_\_\_\_ pages in English \_\_\_\_\_ pages in Farsi

\*\* OTHER; Nature of document: \_\_\_\_\_  
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 - Date \_\_\_\_\_  
 \_\_\_\_\_ pages in English \_\_\_\_\_ pages in Farsi



CASE NO. 12784

CHAMBER ONE

AWARD NO 493-12784-1

MRS. KHOJASTEH PISHDAD,  
a claim of less than US\$250,000 presented  
by THE ISLAMIC REPUBLIC OF IRAN,  
Claimant,

and

THE UNITED STATES OF AMERICA,  
Respondent.

IRAN-UNITED STATES CLAIMS TRIBUNAL	دیوان داوری دعاوی ایران - ایالات متحدہ
FILED	ثبت شد
DATE	9 NOV 1990
	تاریخ ۱۸ / ۱۱ / ۱۳۶۹

AWARD ON AGREED TERMS

1. On 1 November 1990, a Joint Request for an Arbitral Award on Agreed Terms was filed with the Tribunal in this Case, which Request was signed by the Agent of the Government of the Islamic Republic of Iran and the Agent of the Government of the United States of America, ratifying a Settlement Agreement dated 5 October 1990 and requesting that it be recorded as an Arbitral Award on Agreed Terms. The Settlement Agreement was entered into by Mrs. Khojasteh Pishdad on the one hand, and the United States of America on the other. Copies of the Joint Request and the Settlement Agreement are attached hereto.

2. The Settlement Agreement provides for certain reciprocal obligations of the Parties. It is stated in Article One that "[t]he scope and subject matter of this Agreement is to settle and dismiss, forever, all disputes, differences, claims, and matters directly or indirectly, raised or capable of arising out of the relationships, transactions and contracts related to the subject matter of the Case."

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

4. Pursuant to the foregoing,

THE TRIBUNAL AWARDS AS FOLLOWS:

i) The Settlement Agreement is hereby recorded as an Award on Agreed Terms binding upon the Parties.

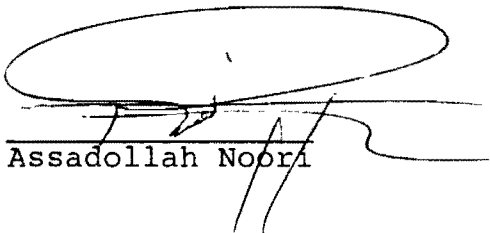
ii) The Tribunal declares the proceedings in Case No. 12784 terminated. The case is dismissed in its entirety and with prejudice.

Dated, The Hague,  
8 November 1990

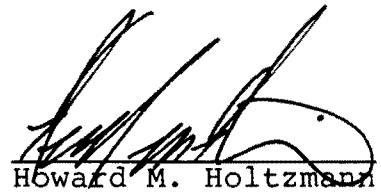


Bengt Broms  
Chairman  
Chamber One

In the Name of God



Assadollah Noori



Howard M. Holtzmann

IN THE NAME OF GOD

Iran-U.S. Claims Tribunal  
The Hague  
The Netherlands

CLAIMS TRIBUNAL UNITED STATES CLAIMS TRIBUNAL	دیوان داوران ایران-ایالات متحده
FILED	ثبت شد
DATE	1 NOV 1980
	۱۳۶۹ / ۸ / ۱۰
	طریخ

The Government of the Islamic Republic  
of Iran on behalf and for the benefit of  
Mrs. Khojasteh Pishdad, an Iranian  
national,

Claimant,

-and-

The United States of America,

Respondent

Case No. 12784

Chamber One

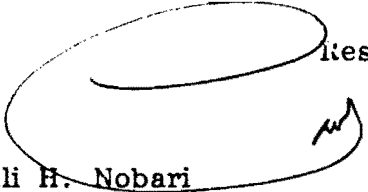
JOINT REQUEST FOR ARBITRAL AWARD ON AGREED TERMS

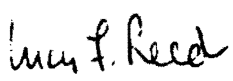
Pursuant to Article 34 of the Tribunal Rules, the Government of the United States of America, and the Government of the Islamic Republic of Iran, jointly request that the Tribunal issue an Arbitral Award on Agreed Terms that will record and give effect to the Settlement Agreement reached by Mrs. Khojasteh Pishdad, and the United States of America, a copy of which is attached hereto.

The United States of America and Mrs. Khojasteh Pishdad have entered into a Settlement Agreement in complete and final settlement of all claims and counterclaims now existing or capable of arising in connection with Case No. 12784.

The undersigned hereby ratify the said agreement and request the Tribunal to record it as an Arbitral Award on Agreed Terms, and to declare Case No. 12784 terminated, withdrawn and dismissed in its entirety and with prejudice.

Respectfully submitted,

  
Ali H. Nobari  
Agent of the Government of the  
Islamic Republic of Iran to the  
Iran-U.S. Claims Tribunal

  
Ms Lucy Reed  
Agent of the Government of the  
United States of America to the  
Iran-U.S. Claims Tribunal

IN THE NAME OF GOD

SETTLEMENT AGREEMENT

IRAN-UNITED STATES CLAIMS TRIBUNAL	دیوان داری دماوی ایران - ایالات متحده
FILED	ثبت شد
DATE	1 NOV 1990
	تاریخ ۱۳۶۹ / ۱۱ / ۱۰

This Settlement Agreement (the "Agreement") is made this 5<sup>th</sup> day of October 1990 (13 - 7 - 1369) by and between Mrs. Khojasteh Pishdad, a national of the Islamic Republic of Iran, hereinafter referred to as "the Claimant", on the one part , and the United States of America, hereinafter referred to as "the Respondent", on the other part .

WHEREAS, the Government of the Islamic Republic of Iran has filed a claim numbered 12784 (the Case) on behalf and for the benefit of the Claimant with the Iran-U.S. Claims Tribunal ("the Tribunal");

WHEREAS, the Parties wish to settle all claims and disputes which are outstanding or capable of arising in connection with the Case and its subject matter;

THEREFORE, the Parties agree as follows:

ARTICLE ONE

The scope and subject matter of this Agreement is to settle and dismiss, forever, all disputes, differences, claims, and matters directly or indirectly, raised or capable of arising out of the relationships, transactions and contracts related to the subject matter of the Case.

ARTICLE TWO

This Agreement is to be filed with the Tribunal together with a Joint Motion ratifying the Agreement and requesting the Tribunal to record it as an Arbitral Award on Agreed Terms.

ARTICLE THREE

Upon the issuance by the Tribunal of the Award on Agreed Terms, the Parties shall cause, without delay and with prejudice all proceedings against each other, in all courts, fora, or before any authorities or administrative bodies to be dismissed, withdrawn and 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 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 any other past dealings.

ARTICLE FOUR

(1) Upon the issuance by the Tribunal of the Award on Agreed Terms, the Parties shall by this Agreement release and forever discharge each other from any and all liability that they have ever had, now have and/or in future may have in connection with the subject matter of the Case.

(2) Should any claim be pending or filed by a third party in any court or forum against either of the parties hereto based on any assignment or transfer of rights of any kind from one of the parties hereto, the party who has effected or caused such assignment or transfer of rights shall be exclusively liable to such third party.

ARTICLE FIVE

Upon the issuance by the Tribunal of the Award on Agreed Terms, the Parties shall waive any and all claims for costs (including attorney's

fees) arising out of or related to the arbitration, prosecution or defence of the claims asserted (or which might have been asserted) before the Iran-U.S. Claims Tribunal, U.S. courts or elsewhere with respect to and in connection with the matters involved in the Case.

#### ARTICLE SIX

Upon the issuance by the Tribunal of the Award on Agreed Terms, the releases, dismissals, waivers and withdrawals contained and referred to in this Settlement Agreement become self-executing. After the issuance of the Award on Agreed Terms by the Tribunal, no further documents need to be executed in implementing this Agreement.

#### ARTICLE SEVEN

(1) It is agreed that this Settlement is made in a spirit of private settlement of disputes, that it shall be null and void if not approved by the Tribunal and that it shall not affect any position of the Parties or of the Islamic Republic of Iran in any matter other than Case No.12784. The Parties further agree that they shall not use, or cause any person to use this Agreement in the prosecution or defence of any cases before the Tribunal or any other forum, except that the Parties may use this Agreement for the purpose of implementing its terms.

(2) This Agreement is made for the sole purpose of settling Case No.12784. Nothing in this Agreement shall be relied upon, or construed as relevant to, or affect in any way any arguments the Governments of the United States or the Islamic Republic of Iran, their agencies, instrumentalities, and entities have raised, or may raise, concerning the jurisdiction or the merits of this case or any other cases whether before the Tribunal or any other forum.

#### ARTICLE EIGHT

This Agreement shall be null and void if not approved by the respective Parties' authorities and not filed with the Tribunal by <sup>November</sup> 5, 1990, and in that event, no party to this Agreement may rely upon, cite or publish its terms and the Parties shall be placed in the same position as they were before the date of this Agreement.



ARTICLE NINE

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 TEN

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

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 except as may otherwise be contained in this Agreement.

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

Mrs. Khojasteh Pishdad *خجسته*

By 

Date 5-10-1990

The United States of America

By Wm F. Reed

Date October 5, 1990