

ORIGINAL DOCUMENTS IN SAFE

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Case No. 12785

Date of filing: 25 July 88

\*\* AWARD - Type of Award on Agreed Terms  
 - Date of Award \_\_\_\_\_  
3 pages in English 4 pages in Farsi

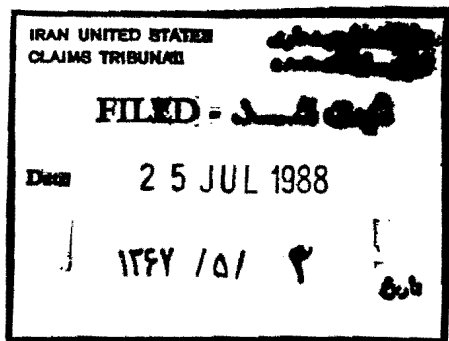
\*\* DECISION - Date of Decision \_\_\_\_\_  
 \_\_\_\_\_ pages in English \_\_\_\_\_ pages in Farsi

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

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

\*\* DISSENTING OPINION of \_\_\_\_\_  
 - Date \_\_\_\_\_  
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\*\* OTHER; Nature of document: \_\_\_\_\_  
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CASE NO. 12785

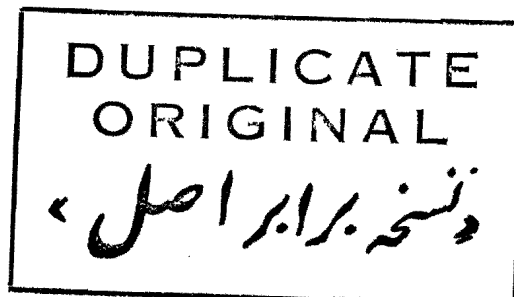
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CHAMBER TWO

AWARD NO. 380-12785-2

NORAD PRIVATE JOINT STOCK CO.  
a claim of less than U.S.\$250,000  
presented by  
The Islamic Republic of Iran,  
Claimant,  
and

THE GOVERNMENT OF THE UNITED  
STATES OF AMERICA,  
Respondent.



AWARD ON AGREED TERMS

1. On 19 January 1982, NORAD PRIVATE JOINT STOCK COMPANY ("the Claimant") filed a claim against the THE GOVERNMENT OF THE UNITED STATES OF AMERICA ("the Respondent") seeking recovery in connection with an alleged unpaid invoice payable by the Respondent for a Nashua photocopier model 1220 supplied by the Claimant.

2. By its Order of 25 May 1987, the Tribunal reclassified the Case as a claim of less than U.S.\$250,000, pursuant to which Case No. 943 was changed to Case No. 12785.

3. Pursuant to Article 34, paragraph 1 of the Tribunal Rules, a Joint Request was filed on 8 July 1988, signed by the Agent of the Government of the Islamic Republic of Iran and by the Agent of the Government of the United States of America, requesting that the Tribunal render an Award on Agreed Terms recording and giving effect to the Settlement Agreement in this Case, dated 10 May 1988. The Settlement Agreement provides for certain reciprocal obligations of the Parties thereto.

4. Article One of the Settlement Agreement provides, inter alia, for the Claimant to be paid "by means of a cheque in the amount of U.S.\$8,062.92 to be payable to the Agent of the Islamic Republic of Iran to the Iran-U.S. Claims Tribunal, on behalf of Norad, on or before 25th day of July, 1988."

5. Copies of the Joint Request and the Settlement Agreement are attached hereto.

6. In view of the fact that the provisions of the Settlement Agreement fulfill the requirements for the issuance of an Award on Agreed Terms, the Tribunal accepts the Settlement Agreement in accordance with Article 34, paragraph 1, of the Tribunal Rules.

7. The present Case is assigned to Chamber Two. Pursuant to Presidential Order No. 62, however, the Joint Request for Arbitral Award on Agreed Terms is dealt with by Chamber Three.

8. For the foregoing reasons,

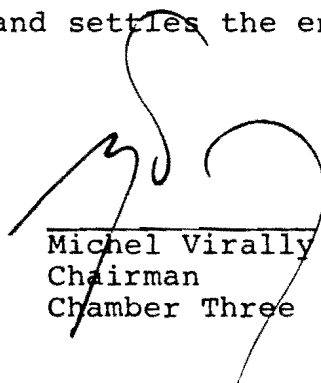
THE TRIBUNAL AWARDS AS FOLLOWS:

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

(b) In accordance with Article One of the Settlement Agreement, the Respondent, the GOVERNMENT OF THE UNITED STATES OF AMERICA is obligated to pay the Agent of the Islamic Republic of Iran on behalf of the Claimant NORAD PRIVATE JOINT STOCK COMPANY, the amount of eight thousand sixty two United States dollars and ninety two cents (U.S.\$8,062.92).

(c) As the Agent of the Islamic Republic of Iran has confirmed receipt of the above amount by his filing dated 8 July 1988, this Award is final and binding on the Parties and settles the entire Case.

Dated, The Hague  
25 July 1988




Michel Virally  
Chairman  
Chamber Three

In the name of God



Richard C. Allison



Parviz Ansari Moin

IN THE NAME OF GOD

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

Case No. 12785  
Chamber 2

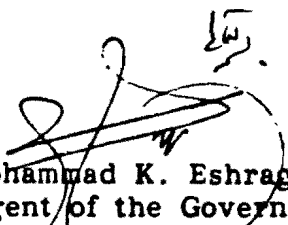
IRAN UNITED STATES CLAIMS TRIBUNAL	ایران و ایالات متحده تاییدات و ادعای
ثبت شد - FILED	
Date	8 JUL 1988
	۱۳۶۷ / ۴ / ۱۲
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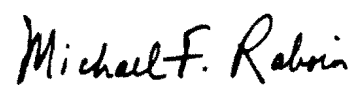
JOINT REQUEST FOR AWARD ON AGREED TERMS

Pursuant to Article 34 (1) of the Tribunal Rules of Procedure, the Government of the Islamic Republic of Iran on behalf of and for the benefit of Norad Pirvate Joint Stock Company (Norad), Claimant, and the Government of the United States of America (United States), Respondent, jointly request the Tribunal to enter an award on agreed terms recording and giving effect to the Settlement Agreement reached by the Parties.

The United States and Norad have entered into a Settlement Agreement, a copy of which is attached hereto. The Agreement provides that the United States will pay Norad the amount of US\$8,062.92 (eight thousand sixty two U.S. dollars and ninety two cents) in full and final satisfaction of all claims and counterclaims arising in connection with this case.

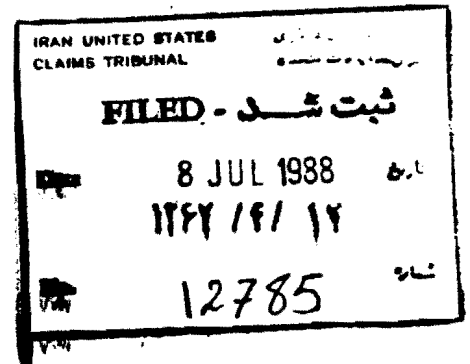
The undersigned hereby ratify the said Agreement and request the Tribunal to record it as an Arbitral Award on Agreed Terms.

  
Mohammad K. Eshragh  
Agent of the Government of the  
Islamic Republic of Iran to the  
Iran-U.S. Claims Tribunal

  
Michael F. Rabin  
Timothy E. Ramish,  
Agent of the Government of the  
United States of America to the  
Iran-U.S. Claims Tribunal

IN THE NAME OF GOD

SETTLEMENT AGREEMENT



This Settlement Agreement (the "Agreement") is made this 10th day of May 1988 (20/2/1367) by and between Norad Private Joint Stock Company (Norad), an Iranian national and the Government of the United States of America (United States).

WHEREAS, Norad has filed Case No.12785 with the Iran-U.S. Claims Tribunal ("the Tribunal"), against United States;

WHEREAS, Norad and United States wish to settle all claims and disputes which are outstanding or capable of arising in connection with Case NO.12785 and its subject matter;

Therefore, Norad and United States agree as follows:

ARTICLE ONE

In consideration of full and final settlement of all disputes, differences, claims and matters directly or indirectly, raised or capable of arising out of the relationships, transactions, contracts and events related to and subject matter of the Case No.12785 against United States, its political subdivisions, entities, agencies, organizations, institutions and instrumentalities Norad will be paid the sum of U.S. \$ 8062.92 (Eight thousand sixty two U.S. dollars and ninety two cents). This Settlement Amount shall be paid, by means of a cheque in the amount of US\$8,062.92 to be payable to the Agent of the Islamic Republic of Iran to the Iran-U.S. Claims Tribunal, on behalf of Norad, on or before 25th day of July, 1988.

## ARTICLE TWO

Upon the payment of the Settlement Amount, Norad and United States shall cause, without delay and with prejudice, all proceedings between the Parties in all courts, fora, or before any authority or administrative bodies to be dismissed, withdrawn and terminated, and shall be barred from instituting and/or continuing with any proceedings before the Iran-U.S. 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 the Islamic Republic of Iran, in relation to the claims and matters related to the Case No.12785.

## ARTICLE THREE

(1) Upon the payment of the Settlement Amount, Norad and United States for themselves and their agents, successors, transferees, and assigns by this Agreement release and forever discharge each other and the agents, successors, transferees, and assigns of each other from any and all liability that they ever had, now have and/or in the future may have against each other in connection with Case No. 12785.

(2) Should any claims 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 right shall be exclusively liable to such third party..

## ARTICLE FOUR

Upon the payment of the Settlement Amount, the releases, dismissals, waivers and withdrawals contained and referred to in this Settlement Agreement become self-executing. After the payment

of the Settlement Amount, no further documents need to be executed in implementing this Agreement.

ARTICLE FIVE

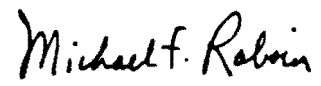
This Settlement Agreement is for the sole purpose of settling Case No. 12785. Nothing in this Settlement Agreement shall be relied upon or construed as relevant to or affect in any way any arguments United States have raised, or may raise, concerning the jurisdiction or the merits of this case or any other cases whether before the Tribunal or any other forum.

ARTICLE SIX

(1) The Parties agree to submit this Agreement to the Agents of the Governments of the United States of America and the Islamic Republic of Iran in order to be filed with the Iran-U.S. Claims Tribunal on or before 25th day of July 1988 for recording as an Arbitral Award on Agreed Terms.

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

  
Norad Private Joint Stock  
Company  
Date:

  
Timothy E. Ramish  
Agent of the Government of the  
United States of America to the  
Iran-U.S. Claims Tribunal  
5-10-88