

Moroccan American  
Center for Policy

2009 FEB 19 PM 3:26  
CRM/ISS/REGISTRATION UNIT

February 4, 2009

Mr. Roger F. Noriega  
Vision Americas LLC  
1150 K Street, NW, Suite 1411  
Washington, DC 20005

Dear Roger:

I am pleased to inform you that the Moroccan American Center for Policy (MACP) will retain the services of Vision Americas, LLC for the balance of the 2009 calendar year.

In this regard, Vision Americas will provide services related to the objectives of the organization in terms of positively affecting relations between Morocco and the United States, with particular focus on Congress and the Executive Branch, the broader policy making community, the foreign policy/foreign affairs organizations and think tanks, and other channels, groups, and individuals as needed.

These activities include but are not limited to the following:

- Support the work of MACP and Embassy staff and other consultants to advance the interests of the Government of Morocco with U.S. foreign policy decision-makers and opinion leaders.
- As directed by and in coordination with MACP staff, communicate with principals and staff of the Congress and Executive Branch to educate them on U.S. Moroccan relations and Morocco's commitment to securing a permanent resolution of the Western Sahara issue, with the express purpose of encouraging U.S. actions that promote Moroccan sovereignty, security, and prosperity.
- Provide strategic advice to MACP and Embassy leadership on the dynamics of U.S. foreign policy decision making.
- Tap extensive contacts among Washington foreign policy leaders to attain and distribute information useful to Morocco's interests and to generate good will and actions favorable to Morocco.

The agreement to provide services commences February 1, 2009 for a monthly fee of \$15,000 based on invoices submitted monthly. Expenses will be reimbursed according to the guidelines attached to this letter.

Please note that either party may cancel this agreement with a 30 day notification in writing delivered to the principal location of the other party. We also require Vision Americas, as an organization, to sign a confidentiality agreement to protect our activities and interests.



Vision Americas personnel assigned to this effort will report to Jordan Paul, MACP's Director of Government Affairs, and take part in MAC team meetings and assignments as needed. It is expected that Vision Americas will provide written reports in a timely fashion to MACP on its activities.

We look forward to a productive and effective relationship with Vision Americas. Please sign a copy of this letter and return to MAC to indicate your agreement with the terms and conditions of your consultancy.

Best personal regards,



Fatima Zohra Kurtz  
Vice President of Operations

Attachment: Expense Guidelines for Consultants  
Confidentiality Agreement

## Expense Reimbursement Policy for Consultants

### 1. Definition

A consultant is anyone retained by any of the Moroccan American Center NGOs to perform services as outlined in the Personal Services Contract (PSC) or letter agreement with MAC. The term of the contract and Statement of Work (SOW) define the specific relationship with the MAC NGO and are considered to be the basis for performance assessments.

### 2. Reporting

- a. The PSC will define the reporting procedure for the consultant. Reports are expected on a biweekly or monthly basis, depending on the conditions defined in the PSC.
- b. The consultant will use the MAC travel expense report sheet for recording and submitting expenses.
- c. Receipts are to be affixed individually to letter-sized sheets and attached to expense report sheet for ease of review and notation.
- d. Expenses not backed-up by a receipt or written explanation where no receipts are available will not be reimbursed.

### 3. Travel Expenses

- a. Class of air/train travel
  - Consultants travel coach class domestically.
  - Consultants travel business class internationally. Consultant should make all possible efforts to reduce travel costs through booking in advance and avoiding, when possible, changes that increase costs.
  - Consultants may elect business class train travel for trips over three hours.
  - Waivers to these guidelines must be pre-approved by MAC.
- b. Prepayment of air/train travel tickets
  - All travel arrangements are to be coordinated and approved by MAC prior to travel.
  - MAC will charge approved travel prior to the trip to the appropriate travel card retained by MAC.
- c. Submission and reimbursement of lodging, local transportation, other charges
  - Lodging and local transportation expenses that are not covered by the client will be reimbursed by MAC within five business days of receiving appropriate receipts.
  - Consultant should always balance convenience and cost in selecting local transportation, for example, consultants will use taxis not limousines for local transport unless accompanying VIP guests.
  - Laundry charges will be reimbursed for trips over four days.

Expense Reimbursement Policies  
MAC NGOs  
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- Business office expenses related to the project will be reimbursed by MAC with appropriate documentation.
- Personal expenses including gifts, souvenirs, health and grooming services will not be reimbursed by MAC.
- Consultant should limit personal calls charged to MAC based on common sense and family needs.

d. Food, entertainment, beverages

- Typical food expenses will be reimbursed by MAC based on receipts or documentation.
- MAC will not reimburse for alcohol consumption.
- Entertainment receipts should list purpose, participants and affiliations if possible, to comply with IRS regulations.
- Any special events, e.g. hosted meals, should be pre-approved by the consultant's liaison at MAC.
- Tips should be aggregated on a daily basis and included on the expense report.

4. Other expenses

MAC will not reimburse for overhead expenses such as FARA registration fees, local transportation such as to/from MAC, administrative fees, etc..

5. Benefits

MAC does not generally provide benefits to its consultants. However, consultants may opt to participate in MAC's health insurance at their own expense unless otherwise defined in the PSC.

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## **CONFIDENTIALITY AND NON-COMPETE AGREEMENT**

This Agreement is made and entered into in the District of Columbia on this day of February 1, 2009, by and between the Moroccan American Center and its affiliates including but not limited to The Moroccan American Cultural Center, Inc., The Moroccan American Center for Policy, Inc., and The Moroccan American Trade & Investment Council, Inc., located at 1220 L. St., NW, Suite 411, Washington, D.C. 20005 (the "Client") and Vision Americas, LLC (The "Consultant").

### **RECITALS**

**WHEREAS**, the Client has developed written materials, websites, data bases, and proprietary systems which are of substantial value to the Client and said materials are critical components to its presentation of its purpose(s) to the general public; and

**WHEREAS**, the Client and the Consultant have the intention to enter into a relationship by which the Consultant will at times cooperate with the Client on its materials and presentations made on behalf of the Client to further its purposes(s); and

**WHEREAS**, as an integral part of the relationship to be established between the Client and the Consultant, the Consultant will become privy to confidential information that is more fully defined below; and

**WHEREAS**, it is the Client's belief that the dissemination by Consultant of any such confidential information to any third party who would be a person not directly affiliated with the Client will be harmful and damaging to the interests of the Client.

**NOW THEREFORE**, in consideration of the Recitals set forth above and promises set forth below, the Consultant agrees as follows:

A. Definitions:

1. Protected Materials: The information that is to be treated as protected shall include all confidential material derived from, obtained from, or relating to the internal operations of the Client and all its materials, whether written, electronic or oral in nature, whether they are in the form of discussions, presentations or distributed materials, and that are generally used in the operation of the Client's business or are discussed by Consultant with a member of the Client's staff.

2. Prohibited Persons: Any person (a) who is not directly affiliated with the Client or its staff, (b) the general public, and (c) any persons or entities in competition with the Client.

B. Non Disclosure of Protected Materials:

The Consultant unconditionally agrees not to disclose to any Prohibited Persons any information of the Protected Materials, directly or indirectly, without the express written consent of the Client or its authorized staff. Any such written consent shall be strictly construed in its scope and interpretation against disclosure of the Prohibited Materials, shall be strictly construed in its scope to maximize the definition of Prohibited Person, and shall be strictly construed in its scope to limit the amount of information which constitutes Prohibited Materials.

C. Duration of this Agreement:

The length of time this Confidentiality and Non-Compete Agreement shall remain in effect is indefinitely, or until released in writing by the Client.

D. Termination of Consultant's Work for the Client:

On the termination of the Consultant's relationship with the Client, the Consultant shall return to the Client all documents and property of the Client. The Consultant further agrees not to retain copies, notes or abstracts in any form of any of the Protected Materials. The Client is entitled to notify any future or prospective employer or third party of the existence of this Agreement, and shall be entitled to full injunctive relief for any breach hereof.

E. Non-Compete:

The Consultant agrees that if there is a termination of the employment relationship that the Consultant will not engage directly in the same business as the Client on behalf of the Government of Morocco or for the Government of Algeria or its agents or the Sahrawi Arab Democratic Republic (SADR) or its agents for a period of one (1) year. The scope of the business of the Client is defined in Appendix 1 of this agreement.

F. Damages and Remedies:

1. The Consultant acknowledges that a violation of the terms of this Agreement will cause damage, injury and harm to the Client, and the injury and harm is not yet ascertainable to Client or to the Consultant. The Consultant acknowledges that any such damages will be difficult if not impossible to calculate in monetary terms, and will be irreparable to the Client. The Consultant agrees that in the event of a breach of this Agreement, the Consultant will not oppose a request for equitable relief, including any affirmative temporary restraining order, with or without notice; any preliminary injunction; and/or a permanent order to enjoin any further violations of this Agreement, in addition to any prayer for monetary relief for damages suffered by the Client.

2. The Consultant agrees that upon written notice from the Client or its staff declaring a breach of this Agreement, that the Consultant shall immediately cease all further activities which are, or are claimed by the Client to be, a breach of this Agreement.

G. Attorneys' Fees:

If any legal action or proceeding, including any arbitration of disputes, arising out of, or relating to, this Confidentiality and Non-Compete Agreement is brought by the Client, the Client shall be entitled to reasonable attorneys' fees, costs and expenses incurred in the action or proceeding.

H. Miscellaneous:

1. Governing Law: This Agreement shall be construed under the laws of the District of Columbia, and its courts shall have sole exclusive jurisdiction.

2. Place of Performance: Performance under this Agreement shall be deemed to be the place this Agreement is entered into.

3. Successors and Assigns: This Agreement shall inure to the benefit of, and shall be held accountable against, all personal representatives, heirs, successors, and assigns to the parties hereto.

4. Severability: In the event any part of this Agreement is held to be void, voidable, or unenforceable for any reason whatsoever, the remainder of this Agreement not held to be void, voidable, or unenforceable by a court of competent jurisdiction shall remain in full force and effect.

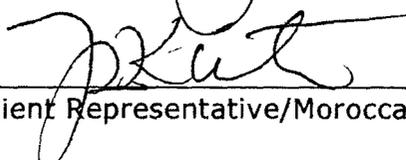
5. Entire Agreement: The parties agree that this is the complete agreement of the parties on the subjects contained herein and all prior oral discussions have been merged herein and made a part hereof.

6. Counterparts: This Agreement may be executed in counterparts. If executed in counterparts, each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

The parties have executed this agreement on the date first mentioned above.

  
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Roger E. Noriega  
Vision Americas LLC

2/9/09

  
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Client Representative/Moroccan American Center

2/5/09

## **Appendix 1 – Descriptions of NGOs’ “Business” (Ref. Section “E”)**

### **Moroccan American Center for Policy, Inc.**

#### **“About MACP**

The Moroccan American Center for Policy (MACP) is a non-profit organization whose principal mission is to inform opinion makers, government officials and an interested public in the United States about political and social developments in Morocco and the role being played by the Kingdom of Morocco in broader strategic developments in North Africa, the Mediterranean, and the Middle East. It is an initiative of His Majesty King Mohammed VI that focuses on enhancing a broad range of Moroccan-US relations.”

### **Moroccan American Trade & Investment, Inc.**

#### **“About MATIC**

The Moroccan American Trade and Investment Center (MATIC) was established under the Royal Patronage of His Majesty King Mohammad VI as a vehicle to promote the Moroccan-US FTA. MATIC is an American based non-profit trade association that assists the country of Morocco in its quest to encourage economic growth and stability through the promotion of its private sector. Through its Brand Morocco program, MATIC has identified strategies for firms electing to take advantage of the unique location that Morocco provides as a platform from which new business initiatives can be launched into markets throughout the region.”

### **Moroccan American Cultural Center, Inc.**

#### **“About MACC**

The Moroccan American Cultural Center (MACC) works to build stronger cultural and educational ties between Morocco and the U.S. through its support of programs that enhance bilateral relations and cooperation.”

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