

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov/>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov/>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

| | |
|--|---------------------------------|
| 1. Name and address of registrant Melissa Ngo 131 11th ST NE #2 Washington DC 20002 | 2. Registration No. 6006 |
|--|---------------------------------|

| | |
|--|--|
| 3. Name of foreign principal Jan Philipp Albrecht | 4. Principal address of foreign principal ASP 08 H 246 Rue Wiertz 60 B-1047 Brussels Belgium |
|--|--|

5. Indicate whether your foreign principal is one of the following:

Foreign government

Foreign political party

Foreign or domestic organization: If either, check one of the following:

| | |
|--------------------------------------|---|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (specify): _____ |

Individual-State nationality Individual, German

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant deals

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

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8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal.

Member of the European Parliament

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal

Yes No

Owned by a foreign government, foreign political party, or other foreign principal

Yes No

Directed by a foreign government, foreign political party, or other foreign principal

Yes No

Controlled by a foreign government, foreign political party, or other foreign principal

Yes No

Financed by a foreign government, foreign political party, or other foreign principal

Yes No

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes No

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

As a member of the European Parliament, he is given an office and a budget for staff and activities

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

| Date of Exhibit A | Name and Title | Signature |
|-------------------|--|--|
| 11-4-2010 | Melissa Ngo Privacy and information policy consultant |  |

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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1. Name of Registrant

Melissa Ngo

2. Registration No.

3. Name of Foreign Principal

Jan Philipp Albrecht

Check Appropriate Boxes:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

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7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

As a US policy adviser to Mr. Albrecht, I will help him to navigate US policy and the policymaking process via meetings with government agencies, private organizations, journalists, and Congressional staff and members. I will assist in the preparation of public relations and analytical documents.

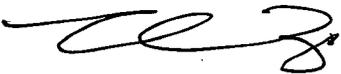
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

As a privacy and information policy consultant, I will work with Mr. Albrecht to set up meetings with and discuss privacy issues with members of Congress and their staff; staff of government agencies; advocacy organizations; and journalists. The focus will be on the EU-US negotiations on data-sharing. I will conduct research and analysis of US privacy laws; I will assist in creating PowerPoint presentations, speeches and other persuasive documents. I will also assist with organization of a February 2011 visit or academic conference with a European delegation.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

As a privacy and information policy consultant, I will work with Mr. Albrecht to set up meetings with and discuss privacy issues with members of Congress and their staff and the staff of government agencies. Mr. Albrecht wishes to strengthen the protections in the United States of the personal data of European citizens, data that will be the subject of the EU-US negotiations on data-sharing.

| Date of Exhibit B | Name and Title | Signature |
|-------------------|--|--|
| 11-4-2010 | Melissa Ngo Privacy and Information Policy Consultant |  |

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

The provisions suggested in this model contract may be modified by the parties, observing at all cases the applicable national law and the Codex for Local Parliamentary Assistants and Members' Trainees

CONTRACT FOR THE PROVISION OF SERVICES

The following has been agreed

BETWEEN

Jan Philipp Albrecht, Member of the European Parliament, hereafter the "Member", whose address is:
European Parliament
ASP 08 H 246
Rue Wiertz 60
B-1047 Brussels Belgium

AND

Melissa Ngo, hereafter the "Service Provider", whose business address is:
131 11th Street NE, #2
Washington, D.C., 20002
USA

Legally represented by (in case of legal persons):

Not applicable

Service provider's business registration number, or reason, including relevant legal basis, for exemption:

I do not have a business registration number because, as a private consultant in the United States and a citizen of the United States, I do not need to have one.

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Service Provider's VAT registration number, or reason including relevant legal basis, for exemption:

(The services which are provided to the Member of Parliament on the basis of the this contract are not considered as services provided to international organisations and are therefore NOT eligible for exemption from VAT on the basis of the Directive on VAT or any implementing national law to this Directive.)

The services are provided in the United States, therefore no German VAT is applicable under German tax law. As a citizen of the United States working in the United States, I do not need a US VAT registration Number.

Article 1 Object of the Contract

1. The Member engages the Service Provider to provide, and the Service Provider agrees to provide the following services (hereafter "the Services"), aimed at assisting the Member with the execution of his parliamentary duties, under the terms and conditions of this Contract:

A. Work with Member to brainstorm about how to engage groups in the United States (including: nongovernmental organizations, advocacy organizations and members of Congress) in the fight to strengthen data privacy protections for EU, as well as US, citizens; B. Work with Member to create several documents, including oral presentations, to facilitate engagement of U.S. groups; C. Identify and set up meetings with the staff of members of Congress, nongovernmental and advocacy organizations, who would be important allies in the EU-US negotiation process; D. Set up meetings with journalists and make them aware of the relevance of the agreement and why they should care; E. Help prepare the European Parliament delegation to Washington in February 2011, including the possible organization of an academic conference linked to it.

2. The Services will be provided in Washington, DC, USA. Where required for the performance of the Services, the Service Provider may undertake travelling under the conditions laid down in Article 3(5).

3. The administrative management of this Contract shall be carried out by a Paying Agent chosen by the Member. The costs to this end shall be borne by the Member.

Article 2 Duration and termination of the Contract

1. (a) The Services provided under this Contract will commence on 10 / November / 2010 and will terminate:

– on 23 / November / 2010, on the understanding that if the Member's end of term of office occurs before this date, the Contract shall terminate immediately.

(b) If the Member intends to resign he shall immediately notify in writing the Service Provider of the intended date of resignation.

2. Either party may terminate this Contract by giving 30 days' written notice to the other party. Notice shall be hand-delivered with acknowledgement of receipt or, where this is not possible, it will be served by registered post.

3. The Member shall be entitled to terminate this Contract with immediate effect without any compensation or damages due to the Service Provider, and without prejudice to any other rights or remedies the Member may have, if the Service Provider:

- commits a serious breach of the terms of this Contract which the Service Provider fails to remedy within 14 days of receipt of written notice from the Member specifying the breach and requesting specific remedy; or
- becomes unfit to perform the Services under this Contract or incapable of performing them adequately for a consecutive period of four weeks.

4. In the event of termination of this Contract, the Service Provider shall be paid only the fees and expenses relating to work carried out in accordance with the terms of this Contract up to the effective date of termination.

5. Upon expiry or termination of this Contract (however arising), the Service Provider shall deliver to the Member all documents, formulae, papers, pictures, drawings, software, data, specifications, reports, notes, programs; portfolios, equipment, materials of any sort, identity cards, access passes and keys which were furnished by the Member to the Service Provider, or which were prepared by or on behalf of the Service Provider for the Member in the course of providing Services under this Contract.

Article 3 Fees and expenses

1. The total fee of the Service Provider for the services performed under this Contract amounts to \$7,500 in U.S. dollars and shall be paid as a one-off payment after the provision of the Services, upon production of an invoice or fee statement drawn up in accordance with applicable national law, indicating the Services actually provided.

2. Where under the national applicable law the Service Provider is obliged to be registered for VAT, the amount stated in the previous paragraph shall be held to be inclusive of the required VAT.

3. The Service Provider shall be responsible for all expenses incurred during the provision of Services.

4. The Service Provider is wholly responsible for all taxes and social security contributions in accordance with the applicable national law which may be payable out of, or as a result of the receipt of, any fees or other monies paid or payable by the Member under this Contract.

Article 4 Rights and obligations of the parties

1. Both parties undertake to execute the terms of this Contract in a spirit of cooperation and with due regard to their reciprocal rights and obligations.

2. (a) The Service Provider declares that he is not a member of staff of a political group in the European Parliament, that he is not employed by a political party at European level or by any other body in receipt of a grant from the European Parliament, that he is not a person employed by any of the European Union institutions and that he will not seek to become such a member of staff or seek any such employment as aforementioned for the duration of this Contract.

(b) Without prejudice to subparagraph (a), the Service Provider is an independent contractor and shall not be restricted to providing services for the Member and nothing in this Contract shall prevent the Service

Provider from providing services to anyone else, provided this does not interfere or conflict with or is otherwise detrimental to the proper provision of Services to the Member or to his good name or reputation.

3. The Service Provider cannot act as an employment or interim agency or business placing any staff at the disposal of the Member, while the placing of staff at the disposal of the Member by the Service Provider at any point throughout this Contract is prohibited.

4. The Service Provider undertakes to comply with all legal and professional obligations applicable to him and to his trade. He undertakes to exercise skill, care and diligence, avoiding any action or omission likely to harm or bring the Member into disrepute, or which may result in a conflict of interest within the meaning of Article 16(2) of the Codex for Local Parliamentary Assistants and Members' Trainees.¹ The Service Provider shall be wholly responsible to rectify any errors made in the course of the performance of the Services at his own expense.

5. Subject to the proper and correct performance of the Services under this Contract, in carrying out his activities the Service Provider may apply his own method of work and is free to organise his time as he sees fit and shall not be subordinated to the Member, nor will he be considered as the Member's employee.

6. Unless otherwise agreed in writing, the Service Provider shall provide all equipment and materials necessary to perform the Services under this Contract.

7. Subcontracting of the Services is not allowed unless agreed in advance in writing by the two parties; it being understood that in such case the Service Provider shall cover all concerned expenses and liabilities and that he remains responsible vis-à-vis the Member for the performance of the Contract.

8. Where the Service Provider is providing professional or intellectually based services, he agrees that any intellectual property rights (including any copyright, patents, and design rights) conferred to him under any law whether in relation to materials created by the Service Provider in the course of performing the Services, or exclusively for the purpose of the performing the Services, shall vest in the Member upon creation. The Service Provider hereby waives absolutely and irrevocably any such rights and grants to the Member a perpetual, non-exclusive, royalty-free licence to use, maintain and support such materials.

9. The Service Provider shall act with utmost discretion in regard to facts and information which come to his knowledge during the performance of the Services and will not disclose to any person whatsoever any documents or information which have not been made public, save where he has secured the prior consent of the Member.

10. The Service Provider shall maintain in force for the duration of this Contract adequate public liability and, in the case of professional or intellectually based services, professional indemnity insurance relating to the provision of Services pursuant to this Agreement.

¹ Article 16(2) Codex: "For the purposes of this Codex, a conflict of interest encompasses any action or conduct by a local assistant during his employment or engagement by a Member which is capable of being influenced by considerations of personal gain, financial or otherwise, or gain to immediate family or friends without it being necessary that actual gain be materialised, or which compromises the duty of loyalty that a local assistant owes to the Member".

11. The obligations of the parties under paragraphs 8 and 9 and 10 shall survive the expiry or termination of this Contract, however arising.

Article 5 European Parliament exclusion clause

This is a private law contract binding only upon the Member and the Service Provider. The European Parliament is not a party to this Contract and cannot, under any circumstances, be deemed to be the Service Provider's contractual partner, employer, employee, agent or supervisor, nor can it be implicated in any dispute that may arise out of this Contract, or assume any responsibility whatsoever for actions or omissions of either the Member or the Service Provider in the execution of this Contract.

Article 6 Applicable law and settlement of disputes

1. The law applying to this Contract is the law of the United States.
2. Disputes shall be settled in accordance with the applicable law, as stated in paragraph 1.
3. Should any provision of this Contract be held to be invalid, it shall be severed and the remaining provisions shall continue to have full force and effect.

Article 7 Miscellaneous

1. Any alteration to the provisions of this Contract requires the written agreement of both parties.
2. The Paying Agent responsible for the administrative management of this Contract shall receive from the Member a copy of this Contract and of all subsequent alterations and agreements without delay.
3. In this Contract, unless the context otherwise requires, words in the singular include the plural and vice versa, while words importing any gender include any gender, and a reference to a person includes a reference to a body corporate and to an unincorporated body of persons.

Done at: 9:30 AM EST on 4 / November / 2010

The Member



The Service Provider