

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

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 Blank Rome Government Relations LLC		2. Registration No. 4922 6025
3. Name of foreign principal Moroccan American Center for Policy	4. Principal address of foreign principal 1220 L Street NW Suite 411 Washington, D.C. 20005	
5. Indicate whether your foreign principal is one of the following: <input type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input checked="" type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Association <input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input checked="" type="checkbox"/> Other (specify): <u>Non-profit organization</u> <input type="checkbox"/> Individual-State nationality		
6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant N/A b) Name and title of official with whom registrant deals N/A		
7. If the foreign principal is a foreign political party, state: a) Principal address N/A b) Name and title of official with whom registrant deals N/A c) Principal aim N/A		

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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.

The Moroccan American Center for Policy 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.

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.)

The Moroccan American Center for Policy is funded by the Government of Morocco. The Moroccan American Center for Policy is a registered agent for the Government of Morocco.

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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.

N/A

Date of Exhibit A	Name and Title	Signature
12-3-10	Singleton McAllister, Principal	

Exhibit B
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.

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 .33 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.

1. Name of Registrant Blank Rome Government Relations LLC	2. Registration No. 6025 4788
--------------------------------------------------------------	---------------------------------------------

3. Name of Foreign Principal Moroccan American Center for Policy

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.
Blank Rome LLC will provide services related to the objectives of the Moroccan American Center for Policy (MACP) in terms of positively affecting relations between Morocco and the United States, with particular focus on the federal government, the broader policy making community, foreign policy/foreign affairs organizations and think tanks, and other channels, groups, and individuals as needed.

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

Blank Rome LLC will support the work of MACP, Embassy staff and other consultants to advance the interests of the Government of Morocco with US foreign policy decision-makers and opinions leaders. As directed by and in coordination with MACP staff, Blank Rome LLC will communicate with principals and staff of the federal government 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. Blank Rome LLC will provide strategic advice to MACP and Embassy leadership on the dynamics of U.S. foreign policy decision making. Blank Rome LLC will also 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.

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.

Political activities will consist of (1) communicating with principals and staff of the federal government 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 and 2) tapping 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.

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Date of Exhibit B	Name and Title	Signature
12-3-10	Singleton McAllister, Principal	

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.

FARA FILING

Attachment to Exhibit B

Registrant: Blank Rome Government Relations LLC

Foreign Principal: Moroccan American Center for Policy

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BLANK  ROME
GOVERNMENT RELATIONS LLC

COPY

Phone: (202) 772-5825
Fax: (202) 572-8405
Email: McAllister@BlankRome.com

November 19, 2010

Fatima Zohra Kurtz
Vice President of Operations
Moroccan American Center for Policy
1220 L Street, N.W., Suite 411
Washington, D.C. 20005

Re: Government Relations Advice

Dear Ms. Kurtz:

We look forward to representing the Moroccan American Center for Policy in connection with federal government representation. We are pleased that you have selected Blank Rome Government Relations LLC ("BRGR").

Our engagement will become effective on November 17, 2010, and will terminate on December 31, 2010. During this period, you have requested our services in connection with the performance of activities related to the client's interests in promoting relations between Morocco and the United States, as more fully set forth in the letter from you to Singleton McAllister, dated November 3, 2010 (Exhibit A). (The provisions of your letter of November 3, 2010, are incorporated by this reference to the extent not inconsistent with the terms of this letter and its Addendum, which is attached as Exhibit D.)

BRGR is a Limited Liability Company that is owned by the law firm of Blank Rome LLP, a Pennsylvania limited partnership. BRGR is not a law firm, however. The services BRGR will provide are non-legal in nature and distinct from the kinds of services that are provided by lawyers.

Some of the legal protections that exist within an attorney-client relationship do not apply to your relationship with BRGR. In an attorney-client relationship, an attorney is ordinarily required to maintain the confidentiality of all information relating to the representation of the client and communications between a client and an attorney are legally protected from compelled disclosure under the attorney-client privilege. Attorneys are also prohibited from representing persons with conflicting interests, and are obliged to maintain professional independence.

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BLANK  ROME
GOVERNMENT RELATIONS LLC

These aspects of the attorney-client relationship, which exist because of the Rules of Professional Conduct, and the legal doctrine of attorney-client privilege, do not apply to your relationship with BRGR. Nevertheless, we will use reasonable efforts to protect the confidentiality of information relating to this engagement, including communications between us and any of your agents or attorneys, and will not divulge such information except to the extent we need to do so in order to carry out the engagement or you authorize us to do so. We also undertake to disclose to you and obtain your consent prior to our acceptance, or Blank Rome LLP's acceptance, of any other representation that we know may be adverse to your interests. In this regard, we have executed a Confidentiality and Non-Compete Agreement, the provisions of which are incorporated by this reference to the extent not inconsistent with the terms of this letter and the Addendum (attached as Exhibit B).

Although BRGR is a limited liability company affiliated with the law firm of Blank Rome LLP, you may choose to retain another law firm to obtain legal services that may relate to this engagement, and we will be pleased to cooperate with any other attorneys you may wish to engage. To the extent that you engage Blank Rome LLP or another law firm in connection with this engagement, the attorney-client privilege that exists with respect to your communications with a lawyer may not apply with respect to communications between BRGR and another law firm you may engage (including Blank Rome LLP) or, a corporate law department. Such communications may therefore be subject to compelled disclosure.

The terms of this engagement letter and the attached Addendum will govern our representation of you. Upon the completion of our services with respect to this matter or transaction, we hope that you will choose to engage our firm to perform additional services for you. Absent an express written agreement to the contrary, the terms of our engagement set forth in this letter and the Addendum will apply to this matter and to other matters which we agree to undertake on your behalf. The terms of this engagement as provided in this letter and Addendum may only be modified in writing signed by a partner of our firm. This engagement letter and its Addendum form the entire agreement of the parties and supersede all prior drafts and communications, except as expressly incorporated herein by reference.

Unless otherwise agreed with us in writing, our fees will be fifty thousand dollars (U.S. \$50,000.00) from the date of this engagement through December 31, 2010. In addition to these fees for services, the Moroccan American Center for Policy will be responsible for certain disbursements and other charges in performing services as more particularly described in the Addendum and in the Expense Reimbursement Policy for Consultants (Jan. 2010), which you provided along with your November 3 letter (Exhibit C). Fees, disbursements and other charges will be billed monthly and are payable upon presentation. We expect prompt payment.

Please review the terms of this engagement letter carefully, as well as the terms set forth in the attached Addendum. If you have any questions about them, please give us a call.

BLANK  ROME
GOVERNMENT RELATIONS LLC

EXHIBIT D

ADDENDUM TO ENGAGEMENT LETTER

The policies and practices set forth below apply to our engagement as your representative:

1. Scope of Engagement.

Unless otherwise agreed to in writing or we specifically undertake such additional engagement at your request, we will serve only the client named in the engagement letter and its affiliates, which are The Moroccan American Cultural Center, Inc., and the Moroccan American Trade & Investment Council, Inc. If our engagement is limited to a specific matter or transaction, and we are not engaged to represent you in other matters, our engagement will terminate upon the completion of our services with respect to such matter or transaction whether or not we send you a letter to confirm the termination of our representation.

You may not rely upon us for legal, business, investment or accounting advice, nor to assess the character or creditworthiness of persons with whom you may deal.

2. Fees.

Although we may from time to time for a client's convenience furnish estimates of fees or charges that we anticipate will be incurred on a client's behalf, these estimates are subject to unforeseen circumstances and are by their nature inexact. We will not be bound by any estimates except as otherwise expressly agreed to by us in writing. Your obligation to pay our fees and costs incurred in connection with the representation is not contingent upon our achieving any particular result.

Absent a written agreement to the contrary, each client named in the engagement letter is jointly and severally liable for all fees and disbursements.

3. Disbursements and Other Charges.

Disbursements and other charges will be governed by the Expense Reimbursement Policy for Consultants (Jan. 2010), which you provided along with your November 3 letter (Exhibit C).

4. Conflicts of Interest.

It is unavoidable that from time to time conflicts of interest develop between or among our clients, or between clients, or former clients, and prospective clients we wish to represent, or between or among clients of BRGR and clients of Blank Rome LLP. In these situations, if we are authorized to do so, we would wish to disclose the conflicts to our clients, former clients and prospective clients and consult with them to obtain the clients' or former clients' consents before we may proceed, whether or not we may be required to do so. We wish to confirm that you

BLANK [REDACTED] ROME
GOVERNMENT RELATIONS LLC

agree that you will promptly and in good faith consider our requests for a consent if we seek them.

5. Termination.

You shall have the right at any time to terminate our services and representation upon written notice. Such termination shall not, however, relieve you of the obligation to pay for all services rendered and disbursements and other charges made or incurred on your behalf prior to the date of termination.

We reserve the right upon reasonable notice to cease performing work and to withdraw from the engagement (a) with your consent, (b) for good cause, or (c) for any other reason permitted by law. Good cause may include your failure to honor the terms of the engagement letter, your failure to pay amounts billed in a timely manner, your failure to furnish deposits for fee and costs or to otherwise provide a requested advance for fees and costs, or any fact or circumstance that would, in our view, impair an effective relationship or would render our continuing representation unlawful, unethical or unreasonably burdensome. If we elect to do so, you must take all steps necessary to free us of any obligation to perform further. We will be entitled to be paid for all services rendered and disbursements and other charges made or incurred on your behalf prior to the date of withdrawal.

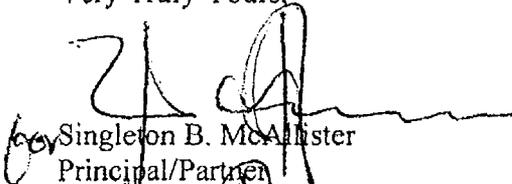
6. Litigation Hold/Preservation of Documents.

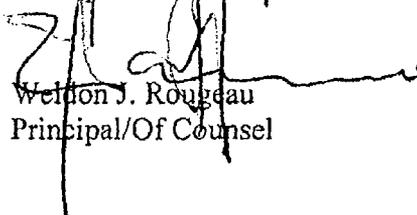
If this engagement involves our representation of you in connection with litigation or an investigation by a governmental agency, it is important that we address the need to put in place a timely and effective program for preserving all relevant documents, including especially your electronic documents and emails. You should immediately suspend any routine document retention policies that may be in effect and consult with us concerning the institution of effective procedures for document preservation. Failure to do so can impair our ability to represent you in this matter and can affect the outcome.

BLANK  ROME
GOVERNMENT RELATIONS LLC

On behalf of Blank Rome Government Relations LLC, we thank you for the privilege of representing you and look forward to serving your interests. If this arrangement is agreeable to you, please sign below and return a signed copy of this letter to us.

Very Truly Yours,


Singleton B. McAllister
Principal/Partner


Weldon J. Rougeau
Principal/Of Counsel

Agreed and Accepted:

Fatima Zohra Kurtz
Moroccan American Center for Policy

[Date]

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BLANK [REDACTED] ROME

GOVERNMENT RELATIONS LLC

7. Electronic Mail, Other Communications and Records.

In the course of our engagement, we recognize the importance of preserving the confidentiality of our communications with you and other information relating to the engagement. However, you and we need to recognize that all means of communication are, to some degree, susceptible to misdirection, delay or interception. E-mail and cellular telephone communications present special risks of inadvertent disclosure. However, because of the countervailing speed, efficiency, and convenience of these methods of communication, we have adopted them as part of the normal course of our operations. Unless you instruct us to the contrary, we will assume that you consent to our use of e-mail and cell phone communications in this engagement. BRGR agrees to comply with Section D of the Confidentiality and Non-Compete Agreement (Exhibit B) at the termination of our relationship, although BRGR has the right to retain files and records related to the engagement letter, this Addendum, and its attachments; billings and collections; and its professionals' and employees' work notes.

8. Reports

Within ten days of the consummation of this Engagement, BRGR shall register as the agent of a foreign principal under the Foreign Agents Registration Act, 22 U.S.C. § 611, *et seq.* ("FARA"). You authorize us to prepare and file this registration and any supplemental reports required by law. Although we will provide you with the opportunity to review any submissions we make to governmental authorities under FARA prior to filing those submissions, we will retain the ultimate authority to decide what must be reported and submitted to the government. We understand that BRGR will bear all costs associated with the preparation and filing of the registration and any supplemental registration statements or reports under FARA.

Moroccan American
Center for Policy

November 3, 2010

Singleton McAllister
Principal/Partner
Blank Rome Government Relations LLC
Watergate
600 New Hampshire Avenue NW
Washington, DC 20037

Dear Singleton:

I am pleased to inform you that the Moroccan American Center for Policy (MACP) will retain the services of Blank Rome Government Relations, LLC for the remainder of the 2010 calendar year.

In this regard, Blank Rome 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 the Federal government, the broader policy making community, 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 US foreign policy decision-makers and opinion leaders.
- As directed by and in coordination with MACP staff, communicate with principals and staff of the Federal government to educate them on US 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 US 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.

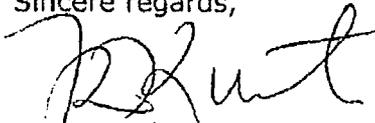
The agreement to provide services commences on 1 September 2010 for a monthly hourly rate that will be equal to \$20,000 and not more than \$25,000 based on invoices submitted monthly. Expenses will be reimbursed according to the guidelines attached to this letter.

Please note that this agreement will expire on December 31, 2010. Either party may cancel this agreement with a 30 day written notification delivered to the principal location of the other party.

We also require Blank Rome, as an organization, to sign a confidentiality agreement to protect our activities and interests.

I am looking forward to our collaboration on behalf of Morocco-US relations.

Sincere regards,



Fatima Zohra Kurtz
Vice President of Operations

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EXHIBIT B

CONFIDENTIALITY AND NON-COMPETE AGREEMENT

This Agreement is made and entered into in the District of Columbia on this 19th day of November, 2010, 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 Blank Rome Government Relations, 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.

This, however, shall not apply to (a) information which is required to be disclosed by law, including, without limitation, pursuant to a subpoena or other similar legal process, provided, however, Consultant shall give prior timely notice of such disclosure to the Client to permit the Client to seek a protective order, and, absent the entry of such protective order shall disclose such information as is required; (b) information which at the time disclosed to or obtained by Consultant is legitimately in the public domain; (c) information which becomes part of the public domain through no act, omission, or fault of the Consultant; or (d) information which was developed independently by Consultant or was received by Consultant from a third party which had no confidentiality or fiduciary obligation to the Client with respect to such information.

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 either of the Parties, then the prevailing party 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 any actions brought under the Agreement shall be brought in the United States District Court for the District of Columbia or in the District of Columbia Superior Court.

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.

for


Singleton McCallister
Blank Rome Government Relations

Client Representative
Moroccan American Center

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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.”

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.

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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.