

**Moroccan American**  
**Center for Policy**

March 23, 2011

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

2011 APR - 8 PM 12: 54

HSB/CES/REGISTRATION  
UNIT

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 beginning on March 1, 2011 through December 31, 2011.

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 policy makers and opinion leaders.

These activities include but are not limited to supporting the work of MACP and Embassy staff and other consultants to advance the interests of the Government of Morocco and the US with US foreign policy decision-makers and opinion leaders; and providing strategic advice to MACP and Embassy leadership on the dynamics of US foreign policy decision making.

The agreement to provide services commences on March 1, 2011 for a monthly fee of \$25,000 based on invoices submitted monthly. This fee is subject to change during the term of this contract at MACP's discretion based on client financial guidelines, based upon a thirty day written notice. Blank Rome shall have thirty (30) days following the receipt of written notice of a proposed change in the monthly retainer amount to accept the change or to decline to continue the engagement. Expenses will be reimbursed according to the guidelines attached to this letter. (Exhibit A.)

Please note that this agreement will expire on December 31, 2011. Either party may cancel or change the terms of 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. (Exhibit B.)

The parties have also attached as Exhibit C a letter from Blank Rome to MACP, plus an addendum, containing Blank Rome Government Relations, LLC's standard terms of engagement and necessary disclosures. The provisions of the Blank Rome letter are incorporated by this reference to the extent not inconsistent with the terms of this letter.

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

Sincere regards,



Fatima Zohra Kurtz  
Vice President of Operations

*Shannon B. McArthur 3/23/11*  
*by M. McArthur*

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

This Agreement is made and entered into in the District of Columbia on this day of March 1, 2011, 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 the Parties, 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 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.

*Amir Sultan Al-Mustafa*  
Client Representative  
Blank Rome Government Relations LLC

March 23, 2011  
Date

*J. Kent*  
Client Representative  
Moroccan American Center

3/24/11  
Date

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## **Appendix 1 – Descriptions of NGOs' "Business" (Ref. Section "E")**

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

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.**

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.**

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."

BLANK  ROME  
GOVERNMENT RELATIONS LLC

EXHIBIT C

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

March 23, 2011

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"). This letter supplements your letter to me dated March 23, 2011, and is intended to provide certain supplemental information regarding the engagement, which is required by the Rules of Professional Conduct of attorneys in the jurisdictions in which Blank Rome LLP maintains offices.

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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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.

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.

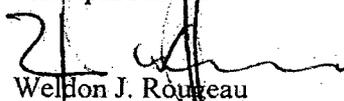
Upon the completion of our services with respect to this matter, we hope that you will choose to engage our firm to perform additional services for you. Absent an express written agreement to the contrary, the terms of our engagement set forth in your letter dated March 23 will apply to this matter.

On behalf of Blank Rome Government Relations LLC, we thank you for the privilege of representing you and look forward to serving your interests.

Very Truly Yours,



Singleton B. McAllister  
Principal/Partner



Weldon J. Rougeau  
Principal/Of Counsel

BLANK  ROME

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

3. Termination.

Should you elect to exercise your right to terminate the engagement, such termination shall not 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.

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4. 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.

5. Reports

BRGR will file with the Foreign Agents Registration Act Unit of the Department of Justice an amended Registration Statement Exhibit B and the engagement documents promptly following the consummation of this Engagement, pursuant to the Foreign Agents Registration Act, 22 U.S.C. § 611, *et seq.* ("FARA"). You authorize us to prepare and file this Exhibit B 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.

## 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 of engagement. The term of the contract and details in the letter of engagement 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 the 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 and internationally.
  - Consultants 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  
March 2011

- 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.

*Embassy of the Kingdom of Morocco  
in Washington, D.C.*

سفارة المملكة المغربية  
ولشده

*The Ambassador*

February 7, 2011

The Honorable  
Bennie G. Thompson  
United States House of Representatives  
2432 Rayburn House Office Building  
Washington, DC 20515

Dear Congressman Thompson;

I would like to congratulate you on your re-election to Congress. Please allow me to thank you for supporting a strong bilateral relationship between the Kingdom of Morocco and the United States of America.

As you know, Morocco was the first country to recognize the United States of America in 1777. Our Treaty of Peace and Friendship signed in 1786, which is still in force, established a strategic partnership that has remained important to both countries for more than 220 years -- from our first efforts to secure open sea commerce two centuries ago, through our 2004 free trade agreement and our fight against international terrorism today. Though historic, our alliance remains grounded in very modern principles -- a common commitment to democracy, open markets, human rights, security cooperation, and winning the struggle against terrorists and extremists. As you begin the 112th Congress, I would like to take this opportunity to highlight the milestones in our joint economic, political, and security initiatives and our hopes for the year ahead.

As we look to engage the challenges of the 21st century in an increasingly globalised world, where events that occur in one region can potentially send shockwaves across continents, we realize that our destinies are more interlinked today than they have ever been. As such, we know that the positive future of North Africa depends on advancing real economic and security integration in the region. This is why His Majesty King Mohammed VI has been calling for the opening of the borders between Algeria and Morocco and for a strong cooperation between the two countries. This will promote welfare, peace, and security in North Africa and the Sahel.

In the same spirit and to resolve the over 30 year dispute over the Western Sahara, Morocco, with the help of the international community, put forward in April of 2007 a compromise autonomy plan which was recognized as "serious and credible" by the United States and the United Nations. Based on a wide national and international consultation process, this autonomy plan was fully supported by many countries, while others openly welcomed it as being "constructive", "brave" and a good basis for dialogue.

The U.S. Congress has been especially supportive in backing this breakthrough autonomy initiative. In an overwhelming show of bipartisan support, a majority of the US Congress signed a letter endorsing Morocco's compromise plan in the 111th Congress. The last three US Administrations have also supported this important policy. With the help of the international community, Morocco is hopeful that a compromise and negotiated solution based on autonomy under Moroccan sovereignty can finally resolve this dispute.

In 2010, Morocco reaffirmed its irreversible commitment to democracy and human rights. As with the groundbreaking Family Law that enshrined equality between men and women, the free and fair 2002 and 2007 parliamentary elections, the free and fair local elections in 2009 and the human rights provisions guaranteed in the Constitution, we continue to create a human rights culture both at home and abroad.

As Morocco experiences these breakthrough democratic reforms, we also face strong security challenges. Terrorist groups, including al-Qaeda in the Islamic Maghreb (AQIM), have attempted to destabilize our region by bombing the innocent across North Africa. Indeed, the incidence of attacks by terrorists based in North Africa— against targets in and out of the region — has more than tripled since September 11, 2001. This poses a grave threat that we must meet by working closely together with both the United States, which has declared Morocco a major non-NATO ally and our regional partners. Our resolve to defeat the forces of terrorism has never been stronger. To succeed, we must continue our robust bilateral intelligence sharing and security cooperation to apprehend and dismantle terrorist groups before they act. Morocco's purchase of 24 Lockheed Martin F-16C/D fighter aircrafts from the U.S. and major joint military exercises are just small examples of our bilateral security cooperation.

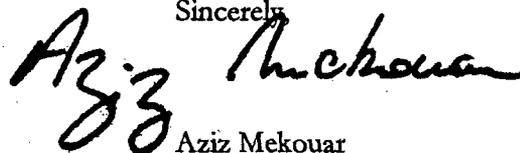
Morocco is committed to working with the United States and other allies to promote peace and security abroad. Currently Morocco is ranked 19th in deploying troops as part of the UN peacekeeping operations. Our military recently completed peacekeeping missions in Haiti and Bosnia-Herzegovina, and has peacekeeping forces in many African countries, namely in Côte d'Ivoire and in the Democratic Republic of Congo. Morocco is also active in Africa and committed to delivering aid, resources, technical training and educational opportunities that encourage growth and prosperity for our continent.

While Morocco continues to fight terrorism and consolidate our political and human rights reforms, another important building block is working to eliminate poverty, illiteracy, and marginalization. Morocco has begun implementing the \$697.5 million Millennium Challenge Compact to reduce poverty in our country. The Compact, which is the only one in the world especially dedicated to alleviate poverty, reflects a partnership between the people of America and the citizens of Morocco and is expected to increase Morocco's GDP by approximately \$118 million annually and directly benefit a total of 600,000 of the neediest families. Morocco has already invested hundreds of millions of dollar to improve human development in the country and the MCC is making an important contribution to that comprehensive effort.

Morocco has achieved these milestones thanks also to the high level of respect and warm relations that has characterized our alliance with the United States. We are firmly committed to a strong, supportive, and mutually beneficial bilateral relationship. Again, I want to express my gratitude for your continued support and reiterate Morocco's commitment to providing regional and international leadership that enhances our mutual interests.

There are many challenges and opportunities ahead in 2011. A peaceful and realistic political resolution to the Saharan conflict is Morocco's top priority. This is the time for compromise and unity in our region. I would like to request the opportunity to meet with you to discuss these issues in greater detail. I look forward to working with you to advance our mutual interests and further strengthen the U.S.-Morocco alliance in the 112th Congress.

Sincerely,

 Aziz Mekouar