



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.

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.)

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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.

#### EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
October 03, 2012	Joseph K. Grieboski, CEO of just CONSULTING	/s/ Joseph K. Grieboski eSigned

U.S. Department of Justice  
Washington, DC 20530

**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. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for 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 the 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  Just Consulting	2. Registration No.  6137
3. Name of Foreign Principal  Kingdom of Morocco	

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Check Appropriate Box:

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.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.  
  
just CONSULTING, LLC, agrees to provide the Kingdom of Morocco with strategic and tactical human rights consulting and capacity-building, human rights communications advice, and grassroots human rights development.

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

See attached contract.

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.

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### EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
October 03, 2012	Joseph K. Grieboski, CEO	/s/ Joseph K. Grieboski eSigned

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.

**AGREEMENT FOR STRATEGIC HUMAN RIGHTS ADVISORY, CONSULTING, AND CAPACITY  
BUILDING SERVICES**

**Between *just CONSULTING, LLC*, and the Kingdom of Morocco**

This engagement will be on a one-year basis beginning October 1, 2012 and ending September 30, 2013. Either party may terminate the contract with 30 days notice. It is anticipated by the Parties that the Engagement Term will be extended or amended for a further one (1) year period thereafter.

*just CONSULTING, LLC*, agrees to provide the Kingdom of Morocco with strategic and tactical human rights consulting and capacity-building, human rights communications advice, and grassroots human rights development.

The Kingdom of Morocco agrees to pay *just CONSULTING, LLC*, a retainer of \$120,000.00 per year plus expenses.

The Kingdom of Morocco shall pay all expenses reasonably incurred by *just CONSULTING, LLC*, in the course of performing Services under this Agreement. Reasonable and customary expenses shall include hotels, meals, and other customary costs of travel and ground transportation, filing and delivery fees, etc. The Kingdom of Morocco shall reimburse expenses within fifteen (15) days following the submission by *just CONSULTING, LLC*, of business expense statements and on such forms as the Kingdom of Morocco may reasonably require.

*just CONSULTING, LLC*, agrees to abide by every applicable law or regulation covering government contracts for consulting groups during implementation of this Agreement.

*just CONSULTING, LLC*, shall be solely responsible for the acts of its employees and/or agents and shall defend and hold the Kingdom of Morocco harmless from any claims that arise from said acts.

*just CONSULTING, LLC*, is an independent contractor, and, as such, has no authority to bind the Kingdom of Morocco in any manner whatsoever, absent the express written consent of the Kingdom of Morocco. The Kingdom of Morocco has no authority to bind *just CONSULTING, LLC*, in any manner whatsoever, absent the express written consent of *just CONSULTING, LLC*. The Kingdom of Morocco shall be solely responsible for the acts of its employees and/or agents and shall defend and hold *just CONSULTING, LLC*, harmless from any claims that arise from said acts.

The Kingdom of Morocco hereby expressly and irrevocably waives any immunity from suit or arbitration that it may possess under statute or common law, including but not limited to immunity pursuant to the Foreign Sovereign Immunities Act, as amended, 28 U.S.C. Secs. 1601Z11 (the "FSIA"), for any legal action, arbitration, or proceedings arising out of or relating



to this Agreement for Strategic Human Rights Advisory, Consulting, and Capacity-Building Services. The Kingdom of Morocco further agrees that by entering into this Agreement for Services to be performed by just CONSULTING, LLC, the Kingdom of Morocco is engaging in commercial activity in the United States.

just CONSULTING, LLC, shall treat as confidential and shall not disclose or use for the benefit of any person other than the Kingdom of Morocco any and all information made available or disclosed to just CONSULTING, LLC, as a result of or related to the present Agreement; provided, however, just CONSULTING, LLC, shall have no obligation hereunder as to any portion of such information which is disclosed by the Kingdom of Morocco to others without any restriction on use and disclosure.

The Kingdom of Morocco will not request, and noting in this Agreement shall be deemed to require, just CONSULTING, LLC, undertake any campaign, prepare any materials or publicity, or cause publication of any copy or article, or distribute any material which, in the judgment of just CONSULTING, LLC, would be untrue, indecent, libelous, unlawful, or otherwise prejudicial to the interests of just CONSULTING, LLC, or the Kingdom of Morocco. Similarly, nothing in this Agreement shall be construed as committing just CONSULTING, LLC, to violate any lawful contractual commitments to the Government of the United States, the media, NGOs or any third party.

Submitted and signed by,

Joseph K. Grieboski  
just CONSULTING, LLC

DATED 9/25/2012

Agreed to and accepted by,  
Ambassador Rachad Bouhlal  
Kingdom of Morocco

DATED 9/25/2012

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