

U.S. Department of Justice  
Washington, DC 20530

## Amendment to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

**INSTRUCTIONS.** File this amendment form for any changes to a registration. Compliance is accomplished by filing an electronic amendment to registration statement and uploading any supporting documents 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 1.5 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  Walid Maalouf	2. Registration No.  6260
--	---------------------------------

RECEIVED  
NSD/CES/REGISTRATION UNIT  
2015 FEB 26 PM 12:53

3. This amendment is filed to accomplish the following indicated purpose or purposes:

- To give a 10-day notice of change in information as required by Section 2(b) of the Act.
- To correct a deficiency in
- Initial Statement
- Supplemental Statement for the period ending \_\_\_\_\_
- Other purpose (*specify*) \_\_\_\_\_
- To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list:

Project #2 Communications Services Agreement with Dr. Nizar Younes.

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. (*If space is insufficient, a full insert page must be used.*)

Providing subcontractor services to FARA Registrant Jeffrey Grieco for second project agreement for communications services to be provided to Dr. Nizar Younes for the period January, 2015-March 31, 2015. Services include translation, interpretation, administrative, outreach, communications and government relations support services.

---

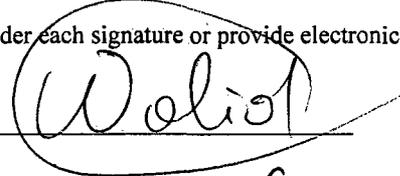
**EXECUTION**

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

2/16/15

(Print or type name under each signature or provide electronic signature<sup>1</sup>)



WALID MAALOUF

---

<sup>1</sup> This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

## COMMUNICATIONS SERVICES AGREEMENT

BY AND BETWEEN JEFFREY GRIECO AND DR. NIZAR YOUNES

THIS COMMUNICATIONS SERVICES AGREEMENT ("Agreement"), made and entered into as of February 5, 2015 ("Effective Date"), by and between JEFFREY GRIECO, with Offices located at 9910 Hessick Court, Great Falls, VA. 22066 ("GRIECO") and Dr. Nizar Younes with offices located at Butec Tower, Mkalles Square, Beirut, Lebanon. ("Client"), sets forth the parties' understanding pursuant to which GRIECO shall be engaged by Client.

**I. SCOPE OF WORK:** The scope of work of GRIECO's communications services agreement is defined in Annex 1 (the "Services"). Annex 1 is by this reference incorporated in and made part of this Agreement. Should the Services as described in Annex 1 change in any material way, an adjustment to GRIECO'S fees and promised delivery dates may be required. GRIECO undertakes to advise Client promptly should any such adjustment be necessary and to negotiate with Client in good faith to arrive at a mutually acceptable revision to the Agreement.

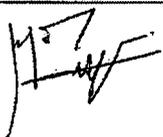
**II. STAFFING:** Grieco shall assign staff members to assist in the performance of the Services. Should any of the staff members be unable to perform the Services, GRIECO may substitute another similarly qualified staff member. GRIECO may, from time to time and in its discretion, augment the staff members performing the Services as needed to perform the Services.

In connection with the Services, GRIECO may employ the services of third-party consultants including, without limitation, attorneys, linguists, translators, event planners, foreign policy experts, accountants, vendors, subcontractors and suppliers (collectively, "Consultants").

**III. FEES AND DISBURSEMENTS:** Grieco shall provide the Services on a time and materials basis, charging a fee based on its usual and customary hourly rates for matters of this type as such rates may change from time to time but current hourly rate is set at \$200.00 (U.S.) per billable hour.

Prior to GRIECO commencement of work, Client shall pay GRIECO an advance payment in the amount of USD \$25,000.00, upon execution of this Agreement. It is understood that except an authorization in writing by the Client the billed fees should not exceed the amount of the advance of USD 25,000.

In addition, Client shall reimburse GRIECO for actual, reasonable out-of-pocket expenses ("OOPs") incurred in GRIECO's performance of this Agreement, including, without limitation, expenses for Consultants, postal or special delivery services, translation and linguistic services, legal and accounting services, external duplications and printing, special periodicals or other materials, media, advertising placements, design and production of collateral materials, registration or filing fees and related expenses, pay-for-use databases, travel expenses including but not limited to airfare, train, automobile, parking and meals. All such OOPs paid by GRIECO to third parties shall be subject to a mark-up of 15.00% to cover administrative and other expenses. GRIECO shall submit monthly invoices to Client for OOPs after such OOPs have been incurred.



If any taxes are required to be deducted or withheld from any payments made by Client to GRIECO hereunder, then Client shall (i) withhold or deduct the required amount and promptly pay such taxes to the applicable tax authority, and (ii) pay additional amounts to GRIECO so that the net amount actually received by GRIECO after such withholding or deduction or tax is equal to the amount that GRIECO would have received had no such withholding or deduction been required or tax been imposed.

All invoices submitted by GRIECO to Client shall be due and payable upon receipt. GRIECO reserves the right to impose an interest charge equal to one and one-half percent (1.5%) per month in respect of any invoice which is outstanding for more than thirty (30) days.

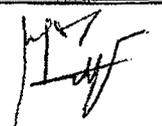
**IV. TERM AND TERMINATION:** This Agreement shall be effective on the Effective Date and shall terminate on March 30, 2015 ("Termination Date"); provided, however, that either party shall have the right to terminate this Agreement in advance of the Termination Date, but only upon the giving of fifteen (15) days' prior written notice to the other party. In the event that this Agreement is so terminated in advance of its scheduled completion, Client shall pay to GRIECO, upon receipt of an invoice, any and all proper charges earned and/or incurred by GRIECO in connection with the Services pursuant to this Agreement up to the time of its termination and shall indemnify GRIECO as provided in Section V.A. below.

#### **V. GENERAL PROVISIONS**

**A. Modification, Cancellation or Suspension of Work:** Upon consultation with GRIECO, Client shall have the right to modify, cancel or suspend any and all plans, schedules or work in progress under this Agreement, and, in such event, GRIECO shall immediately take proper steps to carry out such instructions. However, in such an event Client shall: (i) assume GRIECO's liability for commitments made to Consultants in respect of such work; (ii) pay GRIECO, in accordance with the terms and provisions of this Agreement, any and all proper charges earned and incurred by GRIECO in connection with such work up to the time of its discontinuance, cancellation or modification; and (iii) indemnify GRIECO for all claims and/or actions by third parties for damages in consequence of GRIECO's carrying out Client's instructions, except for claims or actions that result from GRIECO's negligence or willful misconduct.

**B. General Indemnification:** Client shall indemnify GRIECO and its present and former officers, directors, employees and agents (collectively, "Indemnitees") against any loss or expense (including, without limitation, attorneys' fees) which any Indemnitee may incur as the result of any claim, suit or proceeding made or brought against such Indemnitee or in which such Indemnitee is asked to participate, based upon any materials GRIECO prepares, publishes or disseminates for Client and based upon information provided or approved by Client prior to its preparation, publication or dissemination, as well as any claim or suit arising out of the nature or use of Client's products or services or any Indemnitee's relationship with Client, except for losses or expenses that result from any Indemnitee's negligence or willful misconduct

**C. Confidentiality:** GRIECO shall maintain in confidence all information and data relating to Client, its services, products, business, affairs, marketing and promotional plans or other operations and its associated companies which are disclosed to GRIECO by or on behalf of Client (whether orally or in



writing and whether before, on or after the date of this Agreement) or which are otherwise directly or indirectly acquired by GRIECO from Client, or any of its affiliated companies, or created in the course of this Agreement.

GRIECO shall ensure that it, its officers, employees and agents only use such confidential information in order to perform the Services, and shall not without Client's prior written consent, disclose such information to any third-party nor use it for any other purpose; provided, however, that GRIECO shall have the right to disclose Client's name and the general nature of GRIECO's work for Client in communications, representational meetings and business proposals.

The above obligations of confidentiality shall not apply to the extent that GRIECO can show that the relevant information was at the time of receipt already in GRIECO's possession; is, or becomes in the future, public knowledge through no fault or omission of GRIECO; was received from a third-party having the right to disclose it; or is required to be disclosed by law.

Client acknowledges that GRIECO will file a copy of this Agreement, if required, with the U.S. Department of Justice in accordance with the Foreign Agents Registration Act, 22 U.S.C. § 611 et seq, ("FARA") and will make all filings and disclosures as are necessary under FARA.

Client also acknowledges that GRIECO will file a copy of this Agreement, if required, with the U.S. Congress in accordance with the Lobbying Disclosure Act, ("LDA"), 2 U.S.C. Chapter 26, § 1601-14 and will make all filings and disclosures as are necessary under LDA.

**D. Non-Solicitation:** Until the first anniversary of the termination of this Agreement, Client shall not, without GRIECO's prior written consent, hire, engage or solicit the employment or services of any person who is or was during the term of this Agreement employed by or an independent contractor of GRIECO. Client acknowledges that the specialized nature of GRIECO's proprietary information, trade secrets and other intellectual property are such that a breach of the foregoing covenant would necessarily and inevitably result in disclosure, misappropriation and/or misuse of such proprietary information, trade secrets and other intellectual property and, accordingly, Client acknowledges and agrees that such breach ; would impose unique and irreparable harm upon GRIECO and that GRIECO shall be entitled, in addition to its other rights and remedies, to require, by injunction or decree of specific performance, satisfaction in full of Client's obligations hereunder.

**E. Limitation of Liability:** Neither party will be liable for consequential, indirect or punitive damages (including lost profits or savings) for any cause of action, whether in contract, tort or otherwise, even if the party was or should have been aware of the possibility of these damages. For the avoidance of doubt, the limitation of liability in this paragraph does not apply to the indemnity obligations in this Agreement.

**F. Force Majeure:** Neither party shall be liable to the other party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake,



elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife or any other cause beyond a party's reasonable control.

**G. Performance of Third-Party Consultants, Subcontractors and Suppliers:** GRIECO shall endeavor in good faith to guard against any loss to Client through the failure of Consultants to execute properly their commitments under this Agreement. However, GRIECO shall not be held liable or responsible for any such failure on the part of such Consultants.

**H. Exclusion of Liability caused by Political or Regulatory Decisions:** While Client may engage GRIECO to assist it in dealing with certain communications, regulatory or political decisions or actions that may adversely affect Client's business, and while GRIECO may agree to provide such assistance, GRIECO cannot be held responsible for and cannot be held liable to Client for any loss, damage, or other adverse consequence that may result from any regulatory or political decision or action being rendered against Client or Client's interests.

**I. Governing Law and Submission to Jurisdiction and Consent to Suit:** This agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Virginia as to all matters, including matters of validity, construction, effect, enforceability, performance and remedies. Client submits itself and its property in any legal action or proceeding relating to this agreement to the nonexclusive jurisdiction of any state or federal court of competent jurisdiction in Virginia, and any other jurisdiction where it or any of its property may be found, and client hereby accepts venue in each such court.

**J. Dispute Resolution Procedure:** In the event of a dispute, controversy or claim by and between Client and GRIECO arising out of or relating to this Agreement or matters related to this Agreement, the parties will first attempt in good faith to resolve through negotiation any such dispute, controversy or claim. Either party may initiate negotiations by providing written notice in letter form to the other party setting forth the subject of the dispute or the relief requested. The recipient of such notice will respond in writing within five (5) business days with a statement of its position and recommended solution to the dispute. If the dispute is not resolved by this exchange of correspondence, then senior management representatives of each party with full settlement authority will meet at a mutually agreeable time and place within fifteen (15) business days of the date of the initial notice in order to exchange relevant information and perspectives and to attempt to resolve the dispute. If the dispute is not resolved by these negotiations, the matter will be submitted to a mutually agreeable retired judge or JAMS for mediation. The mediation shall take place in the State of Virginia.

Except as provided herein, no civil action with respect to any dispute, controversy or claim arising out of or relating to this Agreement may be commenced until the matter has been submitted for mediation. Either party may commence mediation by providing to the other party a written request for mediation, setting forth the subject of the dispute or the relief requested. The parties will cooperate in selecting a mediator and in scheduling the mediation proceedings. The parties will participate in the mediation in good faith and will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by either of the parties, their agents, employees,



experts or attorneys, or by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties; provided, however, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may seek equitable relief prior to the mediation to preserve the status quo pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session. Mediation may continue after the commencement of a civil action, if the parties so desire. The provisions of this clause may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all reasonable costs, fees and expenses, including legal fees, to be paid by the party against whom enforcement is ordered. In addition, should the dispute under this Agreement involve the failure to pay fees and/or Disbursements under Section III hereof, and the matter is not resolved through negotiation or mediation, Client shall pay all costs of collection, including, but not limited to, GRIECO's legal fees and costs should GRIECO prevail. .

**K. Assignment:** Neither party may assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party. Notwithstanding the foregoing, GRIECO, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (1) to any entity controlled by, or under common control with GRIECO, or its permitted successive assignees or transferees; or (2) in connection with a merger, reorganization, transfer, sale of assets or change of control or ownership of GRIECO, or its permitted successive assignees or transferees.

**L. Partial Invalidity:** In the event that any provision of this Agreement shall be declared illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be interpreted and enforced as if such illegal or invalid provision had never been included herein.

**M. Notices:** All notices required or permitted to be given pursuant to this Agreement shall be deemed given, if and when personally delivered, delivered by fax, with receipt confirmed, or courier or by overnight mail delivery, in writing to the party or its designated agent or representative at the address stated in the first paragraph of this Agreement or at another address designated by the party.

**N. Counterparts and Execution:** This Agreement may be executed in counterparts, each of which when so executed shall be deemed an original and all of which together shall constitute one and the same instrument. The counterparts of this Agreement may be executed by electronic signature and delivered by facsimile, scanned signature, or other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of this Agreement so executed and delivered as if the original had been received.

**O. Survival:** Section III, Section IV and Section V shall continue notwithstanding the termination or expiration of this Agreement.



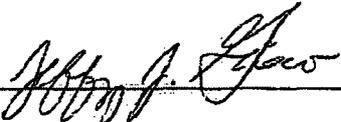
**P. Entire Agreement:** This Agreement and attached Annex(es) constitute the entire and only agreement between the parties respecting the subject matter hereof. Each party acknowledges that in entering into this Agreement it has not relied on any representation or undertaking, whether oral or in writing, save such as are expressly incorporated herein. Further, this Agreement may be changed or varied only by a written agreement signed by the parties. Any purchase order provided by the Client will be limited by, and subject to, the terms and conditions of this Agreement. Additional or contrary terms, whether in the form of a purchase order, invoice, acknowledgement, confirmation or otherwise, will be inapplicable, and the terms of this Agreement will control in the event of any conflict between such terms and this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Engagement Agreement as of the date first above written.

AGREED TO AND ACCEPTED:

JEFFREY GRIECO

CLIENT

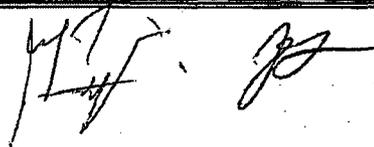
  
Signed By: Jeffrey Grieco

  
Signed By: Dr. Nizar Younes



**ANNEX 1**

**GRIECO shall provide communications and public policy counsel to Dr. Nizar Younes, in the interest of supporting Lebanon – U.S. relations and helping to describe the current impact of the expanding Middle East crisis on Lebanon and its population.**

Handwritten signatures in black ink, appearing to be initials or names, located at the bottom center of the page.