

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 Gerson Global Strategic Advisors LLC 70 East 55th Street, 21st Floor New York, NY 10022	2. Registration No. 6023
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3. Name of foreign principal Kingdom of Morocco	4. Principal address of foreign principal Avenue F. Roosevelt Rabat, Morocco
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5. Indicate whether your foreign principal is one of the following:

Foreign government

Foreign political party

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

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

Individual-State nationality _____

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

a) Branch or agency represented by the registrant
Kingdom of Morocco Ministry of Foreign Affairs and Cooperation

b) Name and title of official with whom registrant deals
Youssef Imani, General Director of the Moroccan Agency of International Cooperation

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

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

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 <input type="checkbox"/>	No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

Not Applicable

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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.

Not Applicable


Date of Exhibit A	Name and Title	Signature
March 11, 2011	Russ D. Gerson Chief Executive Officer	

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

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

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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 Gerson Global Strategic Advisors LLC	2. Registration No. 6023
3. Name of Foreign Principal Kingdom of Morocco	

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.

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

As part of the services of Gerson Global Strategic Advisors LLC ("GGA") under the contract with the Kingdom of Morocco Ministry of Foreign Affairs and Cooperation ("Morocco"), GGA shall identify and recommend to Morocco appropriate third party representatives in the United States that shall work to enhance the political objectives of Morocco, and who shall be managed by GGA subject to periodic consultations, reviews and approvals by Morocco. GGA shall also identify, recommend and manage additional third party resources that shall also work to promote the strategic and political objectives of Morocco.

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

Gerson Global Strategic Advisors LLC ("GGA") will serve as a strategic advisor to the Kingdom of Morocco Ministry of Foreign Affairs and Cooperation ("Morocco") to oversee and supervise activities in the United States as shall be deemed necessary or appropriate to enhance Morocco's vital interests, and the political and economic goals and objectives of Morocco. As part of the services of GGA under the contract with Morocco, GGA shall identify and recommend to Morocco appropriate third party representatives in the United States that shall work to enhance the political objectives of Morocco, and who shall be managed by GGA subject to periodic consultations, reviews and approvals by Morocco. GGA shall also identify, recommend and manage additional third party resources that shall also work to promote the strategic and political objectives of 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.

Gerson Global Strategic Advisors LLC ("GGA"), through the identification, recommendation and management of appropriate third party representatives in the United States as well as additional third party resources, will look to enhance the vital interests of the Kingdom of Morocco ("Morocco") along with promoting the strategic, political and economic goals and objectives of Morocco, which shall include, but are not limited to, promoting cross-border trade and business development between Morocco and the United States.

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Date of Exhibit B	Name and Title	Signature
March 11, 2011	Russ D. Gerson Chief Executive Officer	

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 ADVISORY SERVICES

This Agreement for Strategic Advisory Services (this "Agreement") is entered into effective as of March 1, 2011 (the "Effective Date") by and between Gerson Global Strategic Advisors LLC ("GGA") and the Kingdom of Morocco Ministry of Foreign Affairs and Cooperation ("Morocco"), (hereinafter collectively, the "Parties").

1. Term. This Agreement shall be for the period from the Effective Date through December 31, 2012, provided that the engagement hereunder is not earlier terminated pursuant to Section 4 of this Agreement (the "Engagement Term"). It is anticipated by the Parties that the Engagement Term will be extended for further two (2) year periods thereafter.

2. Nature of Duties.

(a) Services. Morocco hereby engages GGA to serve as a strategic advisor to oversee and supervise activities in the United States as shall be deemed necessary or appropriate to enhance Morocco's vital interests, and the political and economic goals and objectives of Morocco; and GGA hereby accepts that engagement upon the terms and subject to the conditions of this Agreement (the "Services"). As part of the Services, GGA shall identify and recommend to Morocco appropriate third party representatives (the "Representatives") in the United States that shall work to enhance the political objectives of Morocco. Such Representatives as agreed to by Morocco shall in each case be separately retained and compensated by Morocco, or alternatively, retained by GGA on behalf of Morocco with GGA reimbursed for the associated costs, which shall be over and above the Services provided by GGA under this Agreement. Such Representatives shall be managed by GGA subject to periodic consultations, reviews and approvals by Morocco. GGA shall also identify, recommend and manage additional third party resources that shall also work to promote the strategic and political objectives of Morocco, which shall in each case be retained by GGA on behalf of Morocco with GGA reimbursed for the associated costs, which shall be over and above the Services provided by GGA under this Agreement.

(b) Periodic Reporting. GGA shall report to the designated representatives of Morocco on a monthly basis at such other times or intervals as may be requested. We will have a formal review of progress in December 2011 and in December of following years as long as the contract is in existence.

(c) Compliance with Statutes, Rules and Regulations. GGA shall comply with the statutes, rules, regulations and orders of any governmental authority, including the United States and the Kingdom of Morocco, which are deemed applicable to the performance of the Services hereunder, as well as such other rules, regulations, policies, procedures and approval practices as they may from time-to-time be adopted or modified. GGA shall also be subject to Morocco's applicable policies, procedures and approval practices, as generally in



effect from time-to-time, which shall be provided in writing to GGA at the beginning of the Engagement Term and as they are adopted or modified thereafter.

(d) Other Activities/No Conflict. GGA agrees to use its best efforts to provide the Services hereunder and shall devote the time necessary to faithfully perform the duties contemplated hereunder. So long as any outside activities do not create a conflict of interest, interfere or violate GGA's obligations under this Agreement, GGA may engage in any lawful business or other activity. GGA represents that, to the best of its knowledge, it has no outstanding agreement or obligation that is in conflict with any of the provisions of the Agreement, agrees to use its reasonable best efforts to avoid or minimize any such conflict and further agrees not to enter into any agreement or obligation that could create such a conflict, without the approval of a majority of the disinterested members of the GGA Board of Managers. If, at any time, GGA is required to make any disclosure or take any action that may conflict with any of the provisions of this Agreement, it will promptly notify Morocco of such obligation.

3. Compensation.

(a) Advisory Fee. In consideration for the performance of Services under this Agreement, Morocco shall pay GGA US\$1,250,000 for 2011 (period March 1st – December 31st 2011) and US\$1,250,000 for 2012. The advisory fee for 2011 will be payable as (i) an initial retainer of US\$1,000,000, payable by wire transfer upon execution of the Agreement, (ii) a quarterly fee of US\$100,000 for the second quarter, payable by wire transfer, in advance, by the fifth day of such quarter, and (iii) a quarterly fee for the remaining two quarters at the rate of US\$75,000, payable by wire transfer on a quarterly basis, in advance, by the fifth day of each quarter. The advisory fee for the second year will be payable as a quarterly fee at the rate of US\$312,500, payable by wire transfer on a quarterly basis, in advance, by the fifth day of each quarter.

(b) In case of Engagement Term extensions, Morocco shall pay GGA the same yearly fee with same payment terms.

(c) Costs and Expenses. GGA shall be entitled to reimbursement for all reasonable and customary costs and expenses that it incurs in connection with the Services hereunder. Reasonable and customary costs and expenses shall include hotels, meals, reasonable entertainment expenses and other customary costs of travel, including international business class air travel (first class air travel within the United States) at the best international business class rates available at such time (or first class rates within the United States) and ground transportation. A quarterly provision of USD 75,000 for travel and expenses will be agreed and. If additional resources are required prior consent from Morocco shall be necessary

Reimbursable costs and expenses shall also include the reasonable cost and expenses of any Representatives and third party resources retained by GGA on behalf of Morocco, as well as other consultants, advisors and legal counsel to GGA, as GGA may require from time-to-time in the performance of the Services hereunder. Each such Representative, third party resource,



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consultant and advisor, as well as an estimate of the related fees and expenses of such, shall first be approved by Morocco.

Morocco shall make reimbursement, payable by wire transfer, within thirty (30) days following the submission by GGA of business cost and expense statements, vouchers, invoices, receipts and other supporting information and on such forms as Morocco may reasonably require.

(d) Indemnification. Morocco shall hold harmless, indemnify and defend GGA against any cost, expense or other liability incurred (including the costs of legal counsel and expenses relating thereto) in the performance of the Services hereunder.

4. Termination. This Agreement may be terminated by Morocco or GGA upon ninety (90) days prior written notice (the "Termination Notice") to the other party at the address provided below. GGA shall be entitled to all fees and expenses incurred or accrued prior to the Termination Date set forth in the Termination Notice. Provided, however, this Agreement may not be Terminated so as to avoid payment of fees and other compensation reasonably likely to be due (regardless of when it might be payable) within 90 days of such Termination Date. In the event GGA terminates the agreement, then GGA will not be entitled to any further payment or indemnification

5. Nondisclosure/Non-solicitation/Assignment of Propriety Information. GGA shall maintain in strict confidence and shall not, directly or indirectly, disclose or use, either during or after the term of this Agreement, any Proprietary Information (as defined below), or confidential information, whether or not it is in written or permanent form, except to the extent necessary to perform the Services, or as required by U.S. law or other lawful government order or subpoena, or as authorized in writing by Morocco. Any press release or similar public statement relating to the Services shall first be approved by Morocco. It is explicitly recognized that GGA shall comply with any U.S. filing or other registration or legal requirements and any disclosures required thereunder.

"Proprietary Information" shall mean all information pertaining to or obtained in connection with the performance of the Services hereunder, unless (i) the information is or becomes publicly known through lawful means; (ii) the information was part of GGA's general knowledge prior to the execution of this Agreement; or (iii) the information is disclosed to GGA without restriction by a third party who rightfully or lawfully possesses the information.

6. Damages. In no event shall either party be liable to the other party for any consequential, special, punitive, exemplary, indirect, incidental, consequential, tort or other damages from loss of profits, claims by third parties, or loss of business in connection with or in any way related to this Agreement. In no event shall either party be liable to the other party for direct damages in excess of US\$1,000,000.

7. Exclusions. GGA is expressly not offering or providing legal services, accounting services, tax services, or lobbying services to Morocco and nothing in this Agreement



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shall be construed to imply that GGA is providing such services. GGA is expressly not holding itself out as a legal services provider, accounting or tax services provider, or lobbying organization.

8. Representations and Warranties. GGA represents and warrants that: (i) the Services will be performed in a professional and workmanlike manner and GGA will use its best efforts, and (ii) none of the Services hereunder or any part of this Agreement is or will be inconsistent with any obligations GGA may have to others. There are no other warranties express or implied.

9. General Provisions.

(a) Notices. Any notices or other communications required or permitted to be given under this Agreement must be in writing and addressed to Morocco or GGA at the addresses below, or at such other address as either Party may from time to time designate in writing. Any notice or communication that is addressed as provided in this section will be deemed given (a) upon delivery, if delivered personally or via certified mail, postage prepaid, return receipt requested; or (b) on the first business day of the receiving Party after the transmission if by facsimile or after the timely delivery to the courier, if delivered by overnight courier. Other methods of delivery will be acceptable only upon proof of receipt by the Party to whom notice is delivered.

To Morocco:

Kingdom of Morocco Ministry of Foreign Affairs and Cooperation
Avenue F. Roosevelt
Rabat
MOROCCO
Fax No.: +212 37 76 55 08

To GGA:

Gerson Global Strategic Advisors LLC
70 East 55th Street, 21st Floor
New York, New York 10022
UNITED STATES OF AMERICA
Fax No.: +01 212 796 8128

(b) Dispute Resolution.

(i) Arbitration. The Parties agree that any dispute, claim or controversy concerning GGA's engagement or the Termination of that engagement as provided herein or any dispute, claim or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement, shall be settled by arbitration to be held in New York City. The parties may use the AAA or any alternate dispute resolution entity agreed upon for this purpose. The Parties hereby irrevocably submit to the jurisdiction of the



state and federal courts located in New York County for purposes of any action or arbitral proceeding arising out of this Agreement. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. To the extent permitted by law, the parties will share equally in the costs of arbitration. Each party shall bear its own attorneys' fees and costs incurred in connection with the arbitration, except that the prevailing party shall be entitled to recover all costs and expenses incurred, including reasonable attorney's fees, related costs, and any advanced arbitration expenses.

(ii) Attorneys' Fees. If any legal action, arbitration or other proceeding is brought for the enforcement of this Agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs it incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

(c) Entire Agreement; Modification and Waiver. This Agreement supersedes any and all other agreements, whether oral or in writing, between the Parties with respect to the subject of this Agreement and contains all covenants and agreements between the Parties relating to such engagement in any manner whatsoever. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or written, have been made by any Party, or anyone acting on behalf of any Party, that are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by both Parties to the Agreement. No waiver of any of the provisions of this Agreement will be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the Party making the waiver.

(d) Assignment. This Agreement may not be assigned in whole or in part by Morocco without the prior written consent of GGA. GGA may not assign its rights under this Agreement without the prior written consent of Morocco in the event that GGA shall hereafter effect a reorganization, consolidation, merger or sale of GGA, or transfer all or substantially all of GGA's properties or assets. Provided, however, GGA may assign its rights under this Agreement to any entity that is wholly-owned or controlled by GGA without the consent of Morocco. Subject to the foregoing limitation, this Agreement will be binding on, and will inure to the benefit of, the Parties and their respective successors and assigns.

(e) Severability. All sections, clauses and covenants contained in this Agreement are severable, and in the event any of them shall be held to be invalid by any court, this Agreement shall be interpreted as if such invalid sections, clauses or covenants were not contained herein. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.



(f) Taxes. GGA shall withhold U.S. federal income taxes (and applicable state and local taxes, if any) from payments it makes to Morocco, if any, pursuant to this Agreement as it determines to be required by applicable law. Morocco shall execute such U.S. income tax forms and elections as may be required to enable them to fulfill their obligations under this paragraph. All taxes and duties that are due in Morocco under this contract will be paid by Morocco.

(g) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York notwithstanding any laws of New York that would designate the laws of another jurisdiction as applicable.

(h) Headings and Captions. Headings and captions are included for purposes of convenience only and are not a part of the Agreement.

(i) Representation by Counsel; Interpretation. Morocco and GGA acknowledge that each Party to this Agreement has had the opportunity to be represented by counsel in connection with this Agreement and the matters contemplated by this Agreement. Accordingly, any rule of law or decision which would require interpretation of any claimed ambiguities in this Agreement against the Party that drafted it has no application and is expressly waived. In addition, the term "including" and its variations are always used in the non-restrictive sense (as if followed by a phrase such as "but not limited to"). The provisions of this Agreement will be interpreted in a reasonable manner to affect the intent of the Parties.

(j) Binding Agreement. Each party represents and warrants to the other that the person(s) signing this Agreement below has authority to bind the party to this Agreement and that this Agreement will legally bind both Morocco and GGA. This Agreement will be binding upon and benefit the parties and their successors and permitted assigns. To the extent that the practices, policies, or procedures of GGA, now or in the future, are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control. This Agreement shall only be a binding contract on the parties hereto upon the delivery of executed counterparts between the parties hereto and neither party is bound by the presentment of a draft or any comments to the other.

(k) Waiver of Sovereign Immunity. 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. 1601-11 (the "FSIA"), for any legal action, arbitration, or proceeding arising out of or relating to this Agreement for Advisory Services. Morocco further agrees that by entering into this Agreement for Advisory Services to be performed by GGA, Morocco is engaging in commercial activity in the United States within the meaning of Section 1605(a)(2) of the FSIA.

(l) Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which will be deemed an original, but all of which together



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will constitute one instrument. This Agreement may be executed and delivered by facsimile and/or PDF signature which will be valid and binding.

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

Kingdom of Morocco Ministry of Foreign
Affairs and Cooperation

By: _____
Name:
Title:

Youssef Jmani

Gerson Global Strategic Advisors LLC

By: _____
Name: Russ D. Gerson
Title: Chief Executive Officer

Russ D. Gerson

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