

OMB NO. 1124-0006; Expires February 28, 2014

U.S. Department of Justice
Washington, DC 20530

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

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

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.

<p>1. Name and Address of Registrant DUTKO WORLDWIDE, LLC 412 FIRST STREET SE #100 WASHINGTON DC 20003</p>	<p>2. Registration No. 6041</p>
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<p>3. Name of Foreign Principal MOROCCAN AMERICAN CENTER FOR POLICY</p>	<p>4. Principal Address of Foreign Principal 1220 L Street NW #411 Washington, DC 20005</p>
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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:
 - Partnership
 - Corporation
 - Association
 - Individual-State nationality
 - Committee
 - Voluntary group
 - Other (*specify*) non-profit organization

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

- a) Branch or agency represented by the registrant
N/A
- b) Name and title of official with whom registrant deals
N/A

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

- a) Principal address
N/A
- b) Name and title of official with whom registrant deals N/A
- c) Principal aim N/A

Formerly CRM-157

FORM NSD-3
Revised 03/11

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

The Moroccan American Center for Policy is a non-profit organization whose principal mission is to inform public opinion makers, government officials, and an interested public in the US about political and social developments in Morocco and the role being played by the Kingdom of Morocco in broader strategic developments in North Africa, the Mediterranean, and the Middle East. It is an initiative of His Majesty King Mohammed VI that focuses on enhancing a broad range of Moroccan-US relations.

b) Is this foreign principal:

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

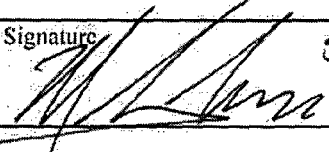
The Moroccan American Center for Policy is funded by the Government of Morocco. The Moroccan American Center for Policy is a registered agent for the Government of Morocco.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

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 5.17.11	Name and Title Mark Irion, CEO (per board resolution)	Signature  5.17.11
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U.S. Department of Justice
Washington, DC 20530

OMB NO. 1124-0004; Expires February 28, 2014

**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 DUTKO WORLDWIDE, LLC	2. Registration No. 6041
3. Name of Foreign Principal Moroccan American Center for Policy	

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.
Please see the services described in the attached contract.

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

General public relations activities, as described in the attached contract.

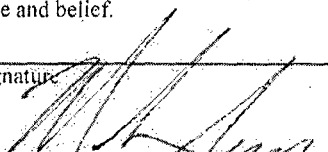
9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

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.

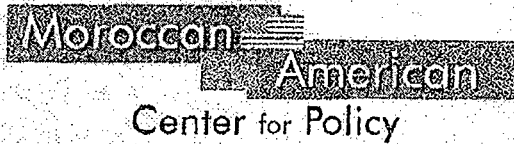
General public relations activities aimed at impacting US opinion leaders concerning US/Moroccan relations, as described in the attached contract.

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
5.17.11	Mark Irion, CEO (per board resolution)	

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.



May 16, 2011

Joshua I. Rosenstein
Vice President & General Counsel
Dutko Grayling Worldwide, LLC
412 First Street, SE
Washington, DC 20003

Dear Mr. Rosenstein:

I am pleased to inform you that the Moroccan American Center for Policy (MACP) will retain the services of Dutko Grayling Worldwide, LLC, a wholly-owned subsidiary of Dutko Worldwide, LLC ("Dutko") from May 16, 2011 to December 31, 2011.

In this regard, Dutko will provide services related to the objectives of the organization and its related NGOs (under the brand of the Moroccan American Center), i.e. the Moroccan American Cultural Center (MACC), the Moroccan American Trade & Investment Council (MATIC), in terms of positively affecting relations between Morocco and the United States.

Dutko will focus on services related to the media, news and policy makers, NGOs and influential organizations, outreach to the key constituencies and media, and other groups and individuals. As such, Dutko will provide, among others, the following:

- Coordinate work product with MACP's other consultants;
- Identify and assist in outreach to independent sources of research or advocacy which support MACP's agenda;
- Assist with public relations efforts;
- Participate in the development and implementation of a strategic communications plan;
- Assist in media relations;
- Assist in media outreach, campaign development, and thought leadership.

The agreement to provide services commences May 16, 2011 for a monthly fee of \$10,000 based on invoices submitted monthly. Payment of the monthly retainer and any approved expenses is due upon receipt of Dutko's invoice. Should MACP allow its account to fall more than ninety (90) days in arrears, Dutko retains the option of suspending its professional services called for in this Agreement until payment arrangements are made to the satisfaction of Dutko.

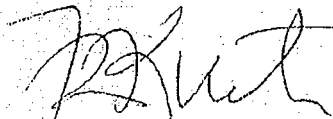
Please note that either party may cancel or change the terms of this agreement with a 30 day notification in writing delivered to the principal location of the other party.

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

Dutko personnel assigned to this effort will report to Jean AbiNader, COO and head of the Communications Team. Dutko personnel will take part in the Communications Team and MACP meetings and assignments as needed. It is expected that Dutko will provide written reports in a timely fashion to MACP on its activities.

We look forward to a productive and effective relationship with Dutko. Please sign a copy of this letter and return to MACP to indicate your agreement with the terms and conditions of your consultancy.

Best personal regards,



Fatima Zohra Kurtz
Vice President of Operations

Attachment: Confidentiality and Non-Compete Agreement
Consultant Expense Reimbursement Guidelines

Joshua Ian Rosenstein

Date: _____

Joshua Ian Rosenstein Digitally signed by Joshua Ian Rosenstein
DN: cn=Joshua Ian Rosenstein, o=Dutko Worldwide LLC,
ou, email=joshua.rosenstein@dutkoworldwide.com, c=US
Date: 2011.05.16 13:28:05 -0400

For Dutko Worldwide and its subsidiary, Dutko Grayling Worldwide LLC

Attachment A

This Attachment A is intended to be, and is, considered an integral part of the Letter Agreement between Dutko and MACP effective on May 16, 2011, to which it is appended.

1. MACP agrees at all times to comply with terms of the Foreign Corrupt Practices Act and all other pertinent laws, rules and regulations that may impact this Agreement. MACP agrees to notify Dutko immediately should it become aware of any of person affiliated with MACP having committed an actual or threatened violation of the Foreign Corrupt Practices Act or the UK Bribery Act. Dutko has the right to terminate this Agreement immediately upon any actual, threatened, alleged, or investigated violation of the Foreign Corrupt Practices Act by MACP, or upon indication that the representations made in this Agreement concerning FCPA compliance by MACP were false or no longer remain true.
2. With the exception of indemnification for FCPA violations described in this paragraph, in no event shall either party be liable for any indirect, special, incidental, punitive or consequential damages, even if it has advance notice of the possibility of such damages. In no event shall Dutko be liable to MACP in an amount in excess of compensation paid to Dutko during the preceding twelve months before the determination of liability. MACP agrees to fully indemnify and hold harmless Dutko for any damages, costs, fees and expenses (including attorneys' fees, court costs, and any damages) arising from or in any way connected to any investigation into any actual or alleged violation of, or any claim or suit concerning any actual or alleged violation of, the foreign corrupt practices act or any other law, rule, or regulation, by MACP or MACP's affiliates, agents, representatives, managers, directors, or employees.
3. During the life of this Agreement and for six months after termination of this Agreement, MACP agrees not to hire or solicit for hire as employee or independent contractor, any person currently employed or engaged by Dutko who provides any services to MACP during the life of this Agreement, without the prior written consent of the Company.
4. MACP recognizes that Dutko may periodically be required to file registration or disclosure forms which may require MACP's signature and/or input. MACP agrees to cooperate in efforts to file these disclosures, including, but not limited to, providing timely signatures on disclosure forms provided by Dutko.
5. This Agreement, including its drafting, construction, and performance, shall be governed and construed in accordance with the laws of the District of Columbia without regard to any choice of law or conflict of law provisions, and any disputes shall be heard in a court of competent jurisdiction located in Washington, D.C.

CONFIDENTIALITY AND NON-COMPETE AGREEMENT

This Agreement is made and entered into in the District of Columbia on this day of May 16, 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 Dutko Grayling Worldwide, LLC, (the "Consultant") located at 412 First Street, SE, Washington DC 20003.

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 (where such notice is not prohibited) to permit the Client to seek a protective order at its sole cost and expense, 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 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.

Joshua Ian Rosenstein

Digitally signed by Joshua Ian Rosenstein
DN: cn=Joshua Ian Rosenstein, o=Dutko Worldwide LLC, ou,
email=joshua.rosenstein@dutkoworldwide.com, c=US
Date: 2011.05.16 13:26:58 -0400

Client Representative
Dutko Grayling Worldwide, LLC

Date

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 Council , Inc.

The Moroccan American Trade and Investment Council (MATIC) was established under the Royal Patronage of His Majesty King Mohammad VI as a vehicle to promote Moroccan-US economic and commercial relations. 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.

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."

Expense Reimbursement Policies
MAC NGOs
March 2011

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.