Received by NSD/FARA Registration Unit 10/13/2020 3:58:15 PM

OMB No. 1124-0006; Expires July 31, 2023

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 https://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 FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://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: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 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, FARA Unit, Counterintelligence and Export Control 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
Covington & Burling LLP

2. Registration Number
6876

3. Primary Address of Registrant
800 10th Street, Washington, DC 20001

4. Name of Foreign Principal
OCP S.A.

5. Address of Foreign Principal
2 Rue Al abtal, Hay Erraha
Casablanca
MOROCCO 20200

6. Country/Region Represented
MOROCCO

7. Indicate whether the foreign principal is one of the following:

- ☐ Government of a foreign country [1]
- ☐ Foreign political party
- ☒ Foreign or domestic organization: If either, check one of the following:
  - ☐ Partnership
  - ☒ Corporation
  - ☐ Association
  - ☐ Committee
  - ☐ Voluntary group
  - ☐ Other *(specify)* _____
- ☐ Individual-State nationality _____

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

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant engages

1 "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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

a) Name and title of official with whom registrant engages

b) Aim, mission or objective of foreign political party

10. 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.

OCP S.A. is a producer and exporter of phosphate rock, phosphoric acid, and fertilizer products.

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 ☒

11. Explain fully all items answered "Yes" in Item 10(b).

Item 10(b)(2): OCP S.A. is 94% owned by the Moroccan state and 6% owned by Banque Populaire, Socinvest Finance S.A., Infra Maroc Capital, Societe d'Amenagement et de Developement Vert (S.A.D.V.), and Upline.
Item 10(b)(4): OCP S.A. is a limited company, and its activities are overseen by a Board of Directors.

12. 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.

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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	Printed Name	Signature
10/13/2020	Bruce Wilson	/s/Bruce Wilson

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Date	Printed Name	Signature
13 October 2020	Bruce S. Wilson	

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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 https://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 FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://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: https://www.fara.gov .

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 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, FARA Unit, Counterintelligence and Export Control 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	2. Registration Number
Covington & Burling LLP	6876

3. Name of Foreign Principal
OCP S.A.

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. What is the date of the contract or agreement with the foreign principal? 10/07/2020

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

See attached engagement letter.

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

Pursuant to the attached engagement letter, Covington & Burling LLP will perform policy work for OCP S.A., including development of legislative and executive department messaging and communication strategies, and, where appropriate, provide assistance to OCP's other advisors in developing communications and policy strategies related to OCP's role in the U.S. fertilizer sector and the potential impact of tariffs on the U.S. agricultural community. Covington & Burling LLP is also outside counsel to OCP S.A. and provides various, non-registerable legal services for OCP S.A., including representation of OCP S.A. in the pending injury proceeding at the International Trade Commission, Inv. No. 701-TA-650-651, and the countervailing duty investigation at the Department of Commerce.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act[1].

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. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

See response to item 9.

11. Prior to the date of registration[2] for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose

12. During the period beginning 60 days prior to the obligation to register[3] for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☒ No ☐

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
09/01/2020	OCP S.A.	Legal fees in connection with non-registerable legal services.	$ 81,974.92
10/02/2020	OCP S.A.	Legal fees in connection with non-registerable legal services.	$ 304,819.53
			$ 386,794.45

13. During the period beginning 60 days prior to the obligation to register[4] for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount

1 "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.

2,3,4 Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

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EXECUTION

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Date	Printed Name	Signature
10/13/2020	Bruce Wilson	/s/Bruce Wilson

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EXECUTION

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Date	Printed Name	Signature
13 October 2020	Bruce S. Wilson	

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COVINGTON

BEIJING BRUSSELS DUBAI FRANKFURT JOHANNESBURG
LONDON LOS ANGELES NEW YORK PALO ALTO
SAN FRANCISCO SEOUL SHANGHAI WASHINGTON

Covington & Burling LLP
One CityCenter
850 Tenth Street, NW
Washington, DC 20001-4956
T +1 202 662 6000

Via Electronic Mail

September 30, 2020

Mostafa Terrab
Chairman
OCP S.A.
2, Rue Al Abtal,
Hay Erraha,
Casablanca
MOROCCO

Re: Representation of OCP in Legislative and Policy Matters Relating to Mosaic CVD Petition

Dear Mr. Terrab:

We are very pleased to confirm that we will represent OCP S.A. ("*OCP*") on legislative, communications, and policy issues arising out of the recent Mosaic Company CVD petition filed with the United States International Trade Commission and Department of Commerce (the "*Mosaic Petition*"). As you know, we are already representing OCP in Department of Commerce and ITC legal proceedings, in connection with the Mosaic Petition. We will now separately undertake to conduct policy work that will include the development of legislative and executive department messaging and communication strategies, and, where appropriate, assistance to OCP's other advisors in developing communications and policy strategies for other interested parties in the U.S. agricultural community, in an effort to highlight OCP's central role in the U.S. fertilizer sector and the potential impact on the U.S. agricultural community of the tariffs requested by Mosaic on OCP fertilizer imports to the United States.

We and OCP acknowledge that Covington will register under the Foreign Agents Registration Act, 22 U.S.C. 611, for this legislative, communications, and policy related work, and we are preparing the necessary registration forms. We appreciate the opportunity to work with you on this new matter.

We understand that OCP S.A. will be our client in this representation. We routinely represent OCP on other matters not related to the Mosaic Petition, and if by subsequent agreement our representation is extended to additional matters, the provisions of this letter will also apply to our existing matters and those new matters unless we otherwise agree in writing.

I will be in charge of the engagement and will call upon others as appropriate.

We will render our statements to you monthly. Our fees for lawyers, legal assistants and other professionals will be based on our hourly rates in effect when the services are rendered, adjusted in some cases to reflect the nature of the services provided. Currently, my hourly rate is $1,350; hourly rates for other lawyers range from $560 for junior

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associates to $2,250 for senior partners; and for legal assistants from $280 to $520. We normally review and adjust our rates once a year as of January 1, although there are circumstances in which we may adjust rates at other times.

By our prior agreement, we have agreed to discount the above rates by 7.5% for fees over $2.5 million up to $5 million, 10% for fees from $5 million to $10 million, and 15% for fees over $10 million. From time to time on specific projects, we may also agree to charge OCP a fixed fee for certain matters.

Our monthly statements will be rendered in Euros, and will include charges for support services incurred on your behalf, such as printing, duplicating, transcripts, computer research, telecommunications, any secretarial overtime attributable to your special needs, mail, deliveries and the like, as well as out-of-pocket costs, such as travel. If substantial third-party payments (such as co-counsel fees, expert fees, special studies, transcripts, or any single charge of more than $1,000) are required, we reserve the right to forward the charge to you for you to pay directly, or to ask you to advance to us funds sufficient to allow us to pay the charge on your behalf. The discount on fees described above does not apply to charges for these services and out-of-pocket costs.

Payment of our statements in full is due within 30 days of receipt. We reserve the right to charge interest on any portion of a statement that is not paid on time. If any statement remains unpaid for more than 60 days, you agree that we will have the right to cease performing services until satisfactory arrangements have been made for payment of outstanding statements and payment of future statements. If you have a question regarding a particular charge or other aspect of a statement, we hope you will raise it with us, but we expect timely payment of the portion not subject to question. In accordance with New York professional rules, we advise you that in the event of a fee dispute relating to services rendered in New York, you may have the right to elect to submit the dispute to arbitration under Part 137 of the Rules of the Chief Administrator of the New York courts.

Our records reveal no representation of another client adverse to you in any existing matter presently being handled by this firm or in this matter. However, as you recognize, we are a large law firm with multiple practices in multiple offices throughout the world, and we represent many different clients in many different industries, including clients who are competitors of each other and sometimes adversaries in legal matters. In taking on this and any other representation for OCP, we commit that we will not represent any other client in any matter adverse to you that is substantially related to this matter. In this context, "substantially related" is a term that has come to have a settled meaning in the case law and in Bar ethics opinions. What this commitment means is that we will not take on any matter adverse to you on behalf of another client in circumstances in which any of your confidential data or information, as normally would have been obtained by us in our representation of you, would be material to any new matter adverse to you that we might accept from another client.

In return for our agreement to represent you in this matter, you consent and agree that we may be adverse to you on behalf of other clients in matters that are not substantially related to the matter we are now undertaking on your behalf or to any additional matter we may undertake on your behalf in the future. This means that we might be adverse to you in litigation, intellectual property matters (including patent litigation), transactional matters, counseling, matters involving administrative agencies, lobbying and other legislative

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matters, or any other type of matter so long as the matter is not substantially related to work we have performed for you.

In addition, if there are parties adverse to you in the matter we are undertaking on your behalf, it is possible that those adverse parties will have need for counsel in matters which do not have a substantial relationship to the matter in which we represent you. Even though we would, as a result, be receiving some fee income from your adversary, you consent to our representing such parties in matters that are not substantially related to any of our work for you. We, for our part, commit to continued zealous representation of your interests in the matters in which we do represent you notwithstanding any fee income we may receive from your adversary.

You agree that both you and our firm may use electronic devices and Internet services to communicate with each other and forward documents notwithstanding some risk that such communications may be intercepted by and disclosed to unauthorized parties. You agree that the benefits of using such technology outweigh the risks of unauthorized disclosure.

Covington & Burling LLP is a limited liability partnership organized under the laws of the District of Columbia. Under this form of partnership, a partner's personal assets are not subject to claims against the firm (and other partners) based on contracts, professional negligence or other liability unless the partner is personally liable based on his or her own conduct.

I trust this letter accurately states our mutual understanding. If you have questions about any aspect of it, please let me know promptly. Otherwise please confirm our understanding by signing and returning a copy of this letter to me.

We very much appreciate your selecting our firm to assist you, and we look forward to working with you on this matter.

Very truly yours,

Bruce S. Wilson, Partner

Engagement terms accepted and agreed:

OCP S.A.

By: _____

Name: Soufiane EL KASSI

Title: Chief Growth officer

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