

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.

1. Name and Address of Registrant

CINDY COURVILLE, COURVILLE CONSULTANTS, LLC

2. Registration No.

6327

3. Name of Foreign Principal

AMBASSADOR SERGE MOMBOULI,

4. Principal Address of Foreign Principal

1720 16TH STREET AVE, NW
WASHINGTON, DC 20009

5. Indicate whether your foreign principal is one of the following:

- Government of a foreign country¹
- 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 _____

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

a) Branch or agency represented by the registrant

EMBASSY OF REPUBLIC OF CONGO

b) Name and title of official with whom registrant deals

AMBASSADOR SERGE MOMBOULI

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

a) Principal address

NONE

b) Name and title of official with whom registrant deals

c) Principal aim

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.

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.

NONE

b) Is this foreign principal:

- Supervised by a foreign government, foreign political party, or other foreign principal Yes No
- Owned by a foreign government, foreign political party, or other foreign principal Yes No
- Directed by a foreign government, foreign political party, or other foreign principal Yes No
- Controlled by a foreign government, foreign political party, or other foreign principal Yes No
- Financed by a foreign government, foreign political party, or other foreign principal Yes No
- Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No

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

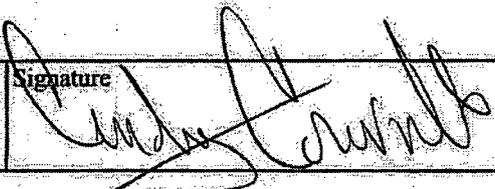
NONE

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.

NONE

EXECUTION

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

Date of Exhibit A	Name and Title	Signature
11/13/2015	CINDY COURVILLE, COURVILLE CONSULTANTS, LLC	

U.S. Department of Justice

Washington, DC 20530

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

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
CINDY COURVILLE, COURVILLE CONSULTANTS, LLC

2. Registration No.

6327

3. Name of Foreign Principal
AMBASSADOR SERGE MOMBOULI, EMBASSY OF THE REPUBLIC OF CONGO

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.

The nature and method of performance of the agreement is executed primarily through direct briefings to solely to the Ambassador and the production of analytical studies.

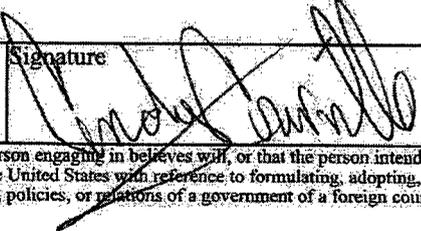
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

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.

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
11/13/2015	CINDY COURVILLE, CONSULTANT	

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.

CONSULTING SERVICES AGREEMENT

This consulting services agreement is between, **the Embassy of the Republic of the Congo**, a permanent diplomatic legation in the United States of America (the "**Embassy**") and **COURVILLE CONSULTANTS, LLC**, a limited liability company (the "**Consultant**").

The **Embassy** wants to engage the **Consultant** to provide the following professional services: develop briefings papers, talking points, and strategic policy analysis studies for the Ambassador.

The **Consultant** has performed the same or similar activities for others.

The parties therefore agree as follows:

1. ENGAGEMENT; SERVICES.

- (a) **Engagement.** The **Embassy** retains the **Consultant** to provide, and the **Consultant** shall provide, the services described in **Exhibit A** (the "**Services**").
- (b) **Services.** Without limiting the scope of **Services** described in **Exhibit A**, the **Consultant** shall:
- (i) perform the **Services** set forth in **Exhibit A**. However, if a conflict exists between this agreement and any term in **Exhibit A**, the terms in this agreement will control;
 - (ii) devote as much productive time, energy, and ability to the performance of its duties under this agreement as may be necessary to provide the required **Services** in a timely and productive manner;
 - (iii) perform the **Services** in a safe, good, and workmanlike manner by fully trained, skilled, competent, and experienced personnel using at all times adequate equipment in good working order;
 - (iv) communicate with the **Embassy** about progress the **Consultant** has made in performing the **Services**;
 - (v) supply all tools, equipment, and supplies required to perform the **Services**, except if the **Consultant's** work must be performed on or with the **Embassy's** equipment;
 - (vi) provide services (including the **Services**) and end products that are satisfactory and acceptable to the **Embassy** and free of defects; and
 - (vii) remove, replace, or correct all or any portion of the work or end products found defective or unsuitable, without additional cost or risk to the **Embassy**.


Consulting Services Agreement

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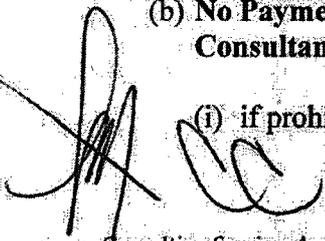
- (c) **Legal Compliance.** The **Consultant** shall perform the **Services** in accordance with standards prevailing in the **Embassy's** industry, and in accordance with applicable laws, rules, or regulations. The **Consultant** shall obtain all permits or permissions required to comply with those standards, laws, rules, or regulations.
- (d) **Company's Obligations.** The **Embassy** shall make timely payments of amounts earned by the **Consultant** under this agreement and notify the **Consultant** of any changes to its procedures affecting the **Consultant's** obligations under this agreement at least 30 days before implementing those changes.

2. TERM AND TERMINATION.

- (a) **Term.** This agreement will become effective as described in section 21. Unless it is terminated earlier in accordance with subsection 2(b), this agreement will continue until the **Services** have been satisfactorily completed and the **Consultant** has been paid in full for those **Services** (the "**Term**").
- (b) **Termination.** This agreement may be terminated:
 - (i) by either party on provision of 30 days' written notice to the other party, with or without cause;
 - (ii) by either party for a material breach of any provision of this agreement by the other party, if the other party's material breach is not cured within 30 days of receipt of written notice of the breach;
 - (iii) by the **Embassy** at any time and without prior notice, if the **Consultant** is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the **Embassy**, or is guilty of serious misconduct in connection with performance under this agreement or
 - (iv) automatically, on the death of the **Consultant**.
- (c) **Effect of Termination.** After the termination of this agreement for any reason, the **Embassy** shall promptly pay the **Consultant** for **Services** rendered before the effective date of the termination.

3. COMPENSATION.

- (a) **Terms and Conditions.** The **Embassy** shall pay the **Consultant** in accordance with **Exhibit A**.
- (b) **No Payments in Certain Circumstances.** No payment will be payable to the **Consultant** under any of the following circumstances:
 - (i) if prohibited under applicable government law, regulation, or policy;



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- (ii) if the **Consultant** did not directly perform or complete the Services described in **Exhibit A**;
- (iii) if the Services performed occurred after the expiration or termination of the Term, unless otherwise agreed in writing.
- (c) **No Other Compensation.** The compensation set out above and in **Exhibit A** will be the **Consultant's** sole compensation under this agreement.
- (d) **Expenses.** All ordinary and necessary expenses incurred by the **Consultant** or its staff in the performance of this agreement will be the Embassy's sole responsibility. The **Embassy** will be notified whenever possible in advance of the all ordinary and necessary expenses incurred.
- (e) **Taxes.** The **Consultant** is solely responsible for the payment of all income, social security, employment-related, or other taxes incurred as a result of the performance of the Services by the **Consultant** under this agreement, and for all obligations, reports, and timely notifications relating to those taxes. The **Embassy** has no obligation to pay or withhold any sums for those taxes.
- (f) **Other Benefits.** The **Consultant** has no claim against the **Embassy** under this agreement or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

4. NATURE OF RELATIONSHIP; INVENTIONS.

(a) Independent Contractor Status.

- (i) The relationship of the parties under this agreement is one of independent contractors, and no joint venture, partnership, agency, employer-employee, or similar relationship is created in or by this agreement. Neither party may assume or create obligations on the other party's behalf, and neither party may take any action that creates the appearance of such authority.
- (ii) The **Consultant** has the sole right to control and direct the means, details, manner, and method by which the Services will be performed, and the right to perform the Services at any time, place, or location. The **Consultant** or the **Consultant's** staff shall perform the Services, and the **Embassy** is not required to hire, supervise, or pay any assistants to help the **Consultant** perform those Services. The **Consultant** shall provide insurance coverage for itself and its staff.

(b) **Inventions Retained and Licensed.** Attached as **Exhibit B** to this agreement is a list of all intellectual property that the **Consultant** made before its agreement with the Embassy (the "**Prior Inventions**") that belong to the **Consultant**, that relate to the Embassy's

proposed business, products, or research and development, and that are *not* assigned to the **Embassy** under this agreement. If no list is attached, the **Consultant** represents that there are no Prior Inventions. If disclosure of a Prior Invention would cause the **Consultant** to violate an existing confidentiality agreement, the **Consultant** may not list the Prior Invention in **Exhibit B** but shall instead provide the name of the invention, a list of the party or parties to which it belongs, and an explanation of why full disclosure was not given. A space is provided in **Exhibit B** for this purpose. If in the course of providing services to the **Embassy**, the **Consultant** incorporates into an **Embassy** product, process, or machine a Prior Invention owned by the **Consultant** or in which the **Consultant** has an interest, the **Embassy** will be granted and have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use, and sell that **Prior Invention** as part of or in connection with that product, process, or machine.

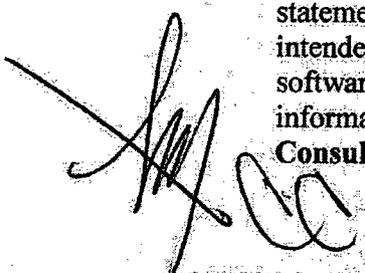
- (c) **Inventions.** The **Consultant** has all sole right and interest in all work and product resulting from the **Services** the **Consultant** performs for the **Embassy**, and any of the documents, reports, or other materials the **Consultant** creates in connection with those **Services** collectively, and has sole right and interest in all copyrights to the **Inventions**.

5. USE OF TRADEMARKS.

The **Consultant** may use, reproduce, and distribute the **Embassy's** service marks, trademarks, and trade names (if any) (collectively the "**Embassy Marks**") in connection with the performance of the **Services**. Any goodwill received from this use will accrue to the **Embassy**, which will remain the sole owner of the **Embassy Marks**. The **Consultant** may not engage in activities or commit acts, directly or indirectly, that may contest, dispute, or otherwise impair the **Embassy's** interest in the **Embassy Marks**. The **Consultant** may not cause diminishment of value of the **Embassy Marks** through any act or representation. The **Consultant** may not apply for, acquire, or claim any interest in any **Embassy Marks**, or others that may be confusingly similar to any of them, through advertising or otherwise. At the expiration or earlier termination of this agreement, the **Consultant** will have no further right to use the **Embassy Marks**, unless the **Embassy** provides written approval for each such use.

6. CONFIDENTIAL INFORMATION.

- (a) **Confidentiality.** During the Term, the **Consultant** may have access to or receive certain information of or about the **Embassy** that the **Embassy** designates as confidential or that, under the circumstances surrounding disclosure, ought to be treated as confidential by the **Consultant** ("**Confidential Information**"). Confidential Information includes information relating to the **Embassy** or its current or proposed business, financial statements, budgets and projections, customer identifying information, potential and intended customers, employers, products, computer programs, specifications, manuals, software, analyses, strategies, marketing plans, business plans, and other confidential information, provided orally, in writing, by drawings, or by any other media. The **Consultant** will treat the Confidential Information as confidential and will not disclose it



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to any third party or use it for any purpose but to fulfill its obligations in this agreement. In addition, the **Consultant** shall use due care and diligence to prevent the unauthorized use or disclosure of such information.

(b) Exceptions. The obligations and restrictions in subsection (a) do not apply to that part of the Confidential Information the **Consultant** demonstrates:

(i) was or becomes generally publically available other than as a result of a disclosure by the **Consultant** in violation of this agreement;

(ii) was or becomes available to the **Consultant** on a nonconfidential basis before its disclosure to the **Consultant** by the **Embassy**, but only if:

A. the source of such information is not bound by a confidentiality agreement with the **Embassy** or is not otherwise prohibited from transmitting the information to the **Consultant** by a contractual, legal, fiduciary, or other obligation; and

B. the **Consultant** provides the **Embassy** with written notice of its prior possession either (I) before the effective date of this agreement or (II) if the **Consultant** later becomes aware (through disclosure to the **Consultant**) of any aspect of the Confidential Information as to which the **Consultant** had prior possession, promptly on the **Consultant** so becoming aware;

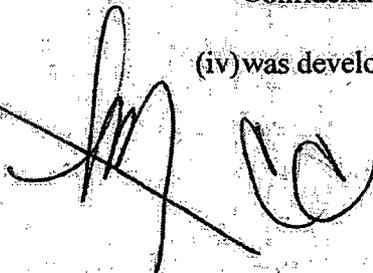
(iii) is requested or legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, or similar processes), or is required by a regulatory body, to be disclosed. However, the **Consultant** shall:

A. provide the **Embassy** with prompt notice of these requests or requirements before making a disclosure so that the **Embassy** may seek an appropriate protective order or other appropriate remedy; and

B. provide reasonable assistance to the **Embassy** in obtaining any protective order.

If a protective order or other remedy is not obtained or the **Embassy** grants a waiver under this agreement, the **Consultant** may furnish that portion (and only that portion) of the Confidential Information that, in the written opinion of counsel reasonably acceptable to the **Embassy**, the **Consultant** is legally compelled or otherwise required to disclose. However, the **Consultant** shall make reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any part of the Confidential Information disclosed in this way; or

(iv) was developed by the **Consultant** independently without breach of this agreement.



Consulting Services Agreement

(c) Obligation to Maintain Confidentiality.

(i) **Confidentiality.** At all times during its work with the Embassy, the Consultant shall hold in strictest confidence, and not use, except for the benefit of the Embassy, or to disclose to any person, firm, or corporation without the prior written authorization of the Board of Directors of the Embassy, any of the Embassy's Confidential Information.

(ii) **Term.** The Consultant shall maintain the confidentiality and security of the Confidential Information until the earlier of: (i) such time as all Confidential Information disclosed under this agreement becomes publicly known and is made generally available through no action or inaction of the Consultant or (ii) the third anniversary of the termination of the Consultant's work with the Embassy. However, to the extent that the Embassy has disclosed information to the Consultant that constitutes a trade secret under law, the Consultant shall protect that trade secret for as long as the information qualifies as a trade secret.

(d) **Remedy.** Money damages may not be a sufficient remedy for any breach of this section by the Consultant and, in addition to all other remedies, the Embassy may seek (and may be entitled to) as a result of such breach, specific performance and injunctive or other equitable relief as a remedy.

7. REPORTING.

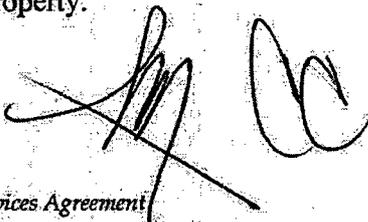
The Consultant shall report to Ambassador Balumueña as designated by the Embassy.

8. OTHER ACTIVITIES.

During the Term, the Consultant is free to engage in other independent contracting activities, except that the Consultant may not accept work, enter into contracts, or accept obligations inconsistent or incompatible with the Consultant's obligations or the scope of Services to be rendered for the Embassy under this agreement.

9. RETURN OF PROPERTY.

Within 30 days of the expiration or earlier termination of this agreement, the Consultant shall return to the Embassy, retaining no copies or notes, all Embassy products, samples, models, property, and documents relating to the Embassy's business including reports, abstracts, lists, correspondence, information, computer files, computer disks, and other materials and copies of those materials obtained by the Consultant during and in connection with its work with the Embassy. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork or creative work, notebooks, and similar items relating to the Embassy's business, whether prepared by the Consultant or by others, remain the Embassy's exclusive property.



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10. INDEMNIFICATION.

(a) **Of Embassy by Consultant.** At all times after the effective date of this agreement, the **Consultant** shall indemnify the **Embassy** from all damages, liabilities, expenses, claims, or judgments (including interest, penalties, reasonable attorneys' fees, accounting fees, and expert witness fees) (collectively, the "**Claims**") that any **Embassy** Indemnitee may incur and that arise from:

(i) the **Consultant's** gross negligence or willful misconduct arising from the **Consultant's** carrying out of its obligations under this agreement;

(ii) the **Consultant's** breach of any of its obligations or representations under this agreement; or

(iii) the **Consultant's** breach of its express representation that the **Consultant** is an independent contractor and in compliance with all applicable laws related to work as an independent contractor. If a regulatory body or court of competent jurisdiction finds that the **Consultant** is not an independent contractor or is not in compliance with applicable laws related to work as an independent contractor, based on the **Consultant's** own actions, the **Consultant** will assume full responsibility and liability for all taxes, assessments, and penalties imposed against the **Consultant** or the **Embassy** resulting from that contrary interpretation, including taxes, assessments, and penalties that would have been deducted from the **Consultant's** earnings if the **Consultant** had been on the **Embassy's** payroll and employed as a **Embassy** employee.

(c) **Of Consultant by Embassy.** At all times after the effective date of this agreement, the **Embassy** shall indemnify the **Consultant** from all **Claims** that the **Consultant** Indemnitees may incur arising from:

(i) the **Embassy's** operation of its business;

(ii) the **Embassy's** breach or alleged breach of, or its failure or alleged failure to perform under, any agreement to which it is a party; or

(iii) the **Embassy's** breach of any of its obligations or representations under this agreement. However, the **Embassy** is not obligated to indemnify the **Consultant** if any of these **Claims** result from the **Consultant's** own actions or inactions.

11. FORCE MAJEURE.

A party will not be considered in breach or in default because of, and will not be liable to the other party for, any delay or failure to perform its obligations under this agreement by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that party's reasonable control (each a "Force Majeure Event"). However, if a Force Majeure Event occurs, the affected party shall, as soon as practicable:

- (a) notify the other party of the Force Majeure Event and its impact on performance under this agreement; and
- (b) use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations under this agreement.

12. GOVERNING LAW.

- (a) **Choice of Law.** The laws of the state of Virginia govern this agreement (without giving effect to its conflicts of law principles).
- (b) **Choice of Forum.** Both parties consent to the personal jurisdiction of the state and federal courts in Alexandria, Virginia.
- (c) **Attorneys' Fees.** If either party employs attorneys to enforce any rights arising out of or relating to this agreement, the losing party shall reimburse the prevailing party for its reasonable attorneys' fees.

13. AMENDMENTS.

No amendment to this agreement will be effective unless it is in writing and signed by a party or its authorized representative.

14. ASSIGNMENT AND DELEGATION.

- (a) **No Assignment.** Neither party may assign any of its rights under this agreement, except with the prior written consent of the other party, which consent shall not be unreasonably withheld. All voluntary assignments of rights are limited by this subsection.
- (b) **No Delegation.** Neither party may delegate any performance under this agreement, except with the prior written consent of the other party, which consent shall not be unreasonably withheld.
- (c) **Enforceability of an Assignment or Delegation.** If a purported assignment or purported delegation is made in violation of this section 14, it is void.


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15. COUNTERPARTS; ELECTRONIC SIGNATURES.

- (a) **Counterparts.** The parties may execute this agreement in any number of counterparts, each of which is an original but all of which constitute one and the same instrument.
- (b) **Electronic Signatures.** This agreement, agreements ancillary to this agreement, and related documents entered into in connection with this agreement are signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

16. SEVERABILITY.

If any one or more of the provisions contained in this agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this agreement, but this agreement will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this agreement to be unreasonable.

17. NOTICES.

- (a) **Writing; Permitted Delivery Methods.** Each party giving or making any notice, request, demand, or other communication required or permitted by this agreement shall give that notice in writing and use one of the following types of delivery, each of which is a writing for purposes of this agreement: personal delivery, mail (registered or certified mail, postage prepaid, return-receipt requested), nationally recognized overnight courier (fees prepaid), facsimile, or email.
- (b) **Addresses.** A party shall address notices under this section 17 to a party at the following addresses:

If to the Embassy:
Embassy of the Republic of Congo/ Ambassador Mombouli
1720 16th Street Ave, NW
Washington, DC 20009
Phone: 202-986-5740
Email Address

If to the Consultant:
Courville Consultants, LLC/Dr. Cindy Courville, sole member
277 S. Pickett Street
Alexandria, VA. 22304
Email Address: CourvilleConsultants@outlook.com



(c) **Effectiveness.** A notice is effective only if the party giving notice complies with subsections (a) and (b) and if the recipient receives the notice.

18. WAIVER.

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

19. ENTIRE AGREEMENT.

This agreement constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement about the subject matter of this agreement. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this agreement are expressly merged into and superseded by this agreement. The provisions of this agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this agreement by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this agreement. Except as set forth expressly in this agreement, there are no conditions precedent to this agreement's effectiveness.

20. HEADINGS.

The descriptive headings of the sections and subsections of this agreement are for convenience only, and do not affect this agreement's construction or interpretation.

21. EFFECTIVENESS.

This agreement will become effective when all parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.

22. NECESSARY ACTS; FURTHER ASSURANCES.

Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this agreement contemplates or to evidence or carry out the intent and purposes of this agreement.

[SIGNATURE PAGE FOLLOWS]

Each party is signing this agreement on the date stated opposite that party's signature.

COURVILLE CONSULTANTS, LLC

Date:

Nov. 4, 2015

By:

Name: Cindy Courville

Title: Sole member

EMBASSY OF THE REPUBLIC OF CONGO

Date:

Nov. 4, 2015

By:

Name: Serge Mombouli

Title: Ambassador



EXHIBIT A

DUTIES, SPECIFICATIONS, AND COMPENSATION

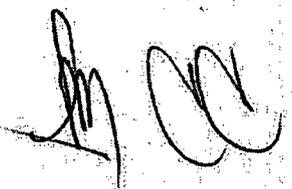
1. **DUTIES.**

The **Consultant** shall perform the following professional services: develop briefings papers, talking points, and strategic policy analysis studies for the Ambassador of the Embassy.

2. **COMPENSATION.**

As full compensation for the Services rendered under this agreement, the **Embassy** shall pay the **Consultant** the sum of **\$4000.00** to be paid in twelve equal increments on the 1st of every month for one year. Can be paid in advance at the discretion of the Ambassador and the Embassy. Thus any amount paid in advance will be deducted from the total amount of the contract for twelve months. Any travel overseas will be negotiated and agreed separately. The **Consultant** will make herself available in reasonable way for delivery of services when needed.

[SIGNATURE PAGE FOLLOWS]

A handwritten signature in black ink, appearing to be a stylized 'M' followed by a cursive flourish.

Consulting Services Agreement

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EXHIBIT A

Each party is signing this Exhibit A on the date stated opposite that party's signature.

COURVILLE CONSULTANTS, LLC

Date: Nov 4, 2015

By: [Signature]
Name: Cindy Courville
Title: Sole Member

Embassy of the Republic of Congo

Date: NOV. 4, 2015

By: [Signature]
Name: Serge Mombouli
Title: Ambassador

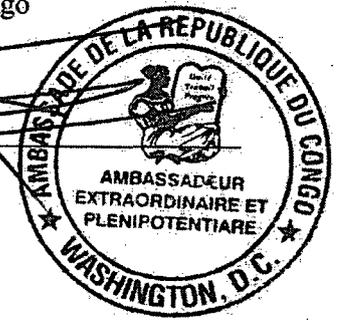


EXHIBIT B

LIST OF PRIOR INVENTIONS AND ORIGINAL WORKS OF AUTHORSHIP

- 1. The following is a complete list of all Prior Inventions that were made, conceived, or first reduced to practice by the **Consultant**, alone or jointly with others, before its agreement with the **Embassy**:

Title	Date	Identifying Number or Brief Description
Briefing Papers	8/11/2015	Short range issue-based analytical assessment derived from multiple sources and rigorous methodological approach that: provide a summary of an issue, explain a situation that needs correcting, identify any financial implications, and recommend a course of action including arguments for and against the suggested action.
Strategic Policy Analysis Studies	8/11/2015	Long range analytical assessment derived from multiple sources and rigorous methodological approach that explains a situation or issue and recommends a course of action including arguments for and against the suggested action.

COURVILLE CONSULTANTS, LLC

Date: Nov 8, 2015

By: [Signature]
Name: Cindy Courville
Title: Sole Member

Consulting Services Agreement

[Signature]

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