

Privacy Act Statement. 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. 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.

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, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant Cohen and Woods International, Inc 1900 L Street NW Suite 320 Washington, DC 20036		2. Registration No. 5003
3. Name of foreign principal Republic of the Congo	4. Principal address of foreign principal Embassy of the Republic of the Congo 4891 Colorado Avenue NW Washington, DC 20011	

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
 - Committee
 - Voluntary group
 - Other (specify): _____
- Individual-State nationality _____

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

- a) Branch or agency represented by the registrant.
Head of State
- b) Name and title of official with whom registrant deals.
His Excellency Mr. Serge Mombouli, Ambassador of the Republic of the Congo to the United States

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

- a) Principal address.
Not Applicable
- b) Name and title of official with whom registrant deals.
Not Applicable
- c) Principal aim.
Not Applicable

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

Not Applicable

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.)*

Not Applicable

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

Not Applicable

Date of Exhibit A	Name and Title	Signature
21 July 2006	Carl T. Orbann Vice President for Management	

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

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1. Name of Registrant Cohen and Woods International, Inc.	2. Registration No. 5003
3. Name of Foreign Principal Republic of the Congo	

Check Appropriate Boxes:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

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CRIMINAL DIVISION
REGISTRATION UNIT

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

Under the terms of this contract, Cohen and Woods International, Inc. will provide support services for the Republic of the Congo and its President with respect to American and international political, economic and financial circles.

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


Cohen and Woods International, Inc. has contracted with the Government of the Republic of the Congo to develop and implement strategic and operational plans to assist the Government of the Congo in achieving its goals in the United States. The purpose of the program is to build enduring trust, confidence and mutual respect between the two countries, with emphasis on bilateral relations (Republic of the Congo - United States) on the one hand, and relations between the Republic of the Congo and the international financial institutions and the business and investment communities on the other.

To this end, Cohen and Woods International, Inc. will undertake good offices missions on behalf of the Republic of the Congo toward the international financial institutions and other partners who are key to the reduction of the external debt of the Republic of the Congo.

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.

Activities of Cohen and Woods International, Inc. may include interaction with personnel of the United States Congress and representatives of other agencies of the Government of the United States.

Date of Exhibit B	Name and Title	Signature
21 July 2006	Carl T. Orbann Vice President for Management (619) 546-6484	

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.



**COHEN AND WOODS
INTERNATIONAL, Inc.**

1900 L Street N.W
Suite 320
Washington, D.C 20036 USA
Voice : (202) 464-0725
Fax : (202) 337-5107

CONTRAT DE PRESTATION DE SERVICES

Entre

COHEN ET WOODS INTERNATIONAL INC.

Et

LA RÉPUBLIQUE DU CONGO

Dossier confidentiel

HJC

CONTRAT DE PRESTATION DE SERVICES

Contrat conclu entre Cohen et Woods International Inc., société domiciliée à 1900 L Street N.W., Suite 320, Washington, DC, USA et la République du Congo.

Les parties conviennent de ce qui suit :

1. Objet du Contrat

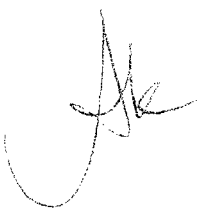
- 1.1. Le présent contrat consiste à assurer des prestations de services d'appui à la République du Congo et à son Président, auprès des milieux politique, économique et financier américains et internationaux.
- 1.2. L'objet du présent contrat mentionné dans le paragraphe antérieur est indicatif et non limitatif, pourvu qu'il contribue à la promotion des intérêts de la République du Congo.

2. Plan d'action

- 2.1. Le présent contrat comporte un plan stratégique et un plan opérationnel. Le plan stratégique s'étend sur une période de 12 mois.
- 2.2. Le plan opérationnel sera constitué des actes immédiats, réguliers et ponctuels qui permettront à Cohen et Woods International Inc. d'atteindre les objectifs prioritaires d'appui à la République du Congo dans ses relations bilatérales avec les États-Unis d'une part, et les grandes institutions politiques, économiques et financières internationales d'autre part.

3. Objectifs prioritaires

- 3.1. Un des objectifs prioritaires de ce plan opérationnel consiste à faciliter des échanges de haut niveau entre les autorités américaines et congolaises.



HAC

4. Missions de bons offices

- 4.1. CWI effectue des missions de bons offices en faveur de la République du Congo auprès des institutions financières internationales et d'autres partenaires pour qu'ils considèrent essentielles la réduction et/ou l'annulation totale de sa dette extérieure qui constitue un blocage à son développement.

5. Missions économiques et projet d'investissement

- 5.1. CWI travaille à l'organisation des missions économiques en conduisant au Congo, les gens d'affaires et investisseurs intéressés à participer à la relance économique de la République du Congo.
- 5.2. CWI assure aussi bien le suivi des missions économiques qu'il organisera que le suivi des rapports entre l'AGOA, l'OPIC et la République du Congo. CWI travaillera à la crédibilisation de la République du Congo auprès des autorités américaines en ce qui a trait au Millenium Challenge Account.

6. Approche stratégique et opérationnelle indicative et non limitative

6.1 . Après la signature du présent contrat, CWI s'engage à mettre en œuvre le plan opérationnel qui donne la forme au plan stratégique de la manière suivante:

A- Faciliter les échanges de très haut niveau entre les Etats-Unis d'Amérique et la République du Congo. CWI travaille à persuader le Congrès américain à inviter le Président de la République du Congo comme son invité de marque.

B. Encourager Le Centre Eleanor Roosevelt pour la Paix et la Justice à décerner au Président Denis Sassou Nguesso sa plus haute distinction « PEACE AWARD » en reconnaissance de ses efforts en faveur de la Paix en Afrique et dans le Monde.

C. Assurer de bons offices pour la candidature du Président Sassou Nguesso au prix Nobel de la Paix et faire en sorte qu'on en parle dans les médias américains et étrangers. Toutefois, les frais afférents à la promotion de l'image du Président dans les grands médias relèvent de la

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République du Congo. CWI utilisera ses atouts, talents, expérience et notoriété pour négocier quelques rubriques gratuites ou à ses frais.

- D. Faire l'analyse et l'évaluation de la position de la République du Congo dans les institutions internationales notamment la Banque Mondiale et le Fonds Monétaire International.
- E. Fournir des conseils stratégiques à la République du Congo : travailler en étroite collaboration avec les autorités américaines à Washington, D.C.
- F. Œuvrer au succès des visites de personnalités congolaises aux Etats-Unis.

7. Honoraires

7.1 Pour rémunérer les services énumérés ci-haut, la République du Congo s'engage à régler à CWI un montant total de USD \$ 400.000,00 (quatre cents mille dollars Américains à titre d'honoraires) payables à 75% dès la signature des présentes au compte de CWI dont les coordonnées se présentent comme suit :

COHEN AND WOODS INTERNATIONAL INC.
PNC BANK OF WASHINGTON, D.C
COMPTE BANCAIRE NUMERO : 5300049159
SWIFT OU ABA : 054000030

7.2 Toutefois, la République du Congo s'engage à rembourser à CWI les frais de transport et de séjour raisonnables engagés pour le déplacement de son personnel au Congo. Tous les autres frais supplémentaires sont assujettis à l'approbation des autorités de la République du Congo.

8. Durée et entrée en vigueur

8.1 Ce contrat s'étend sur une période de douze (12) mois renouvelable sur accord explicite des deux parties. Il entre en vigueur à la date de sa signature.

9. Loi applicable et règlement de différends

9.1 Les parties s'engagent à tout mettre en œuvre pour régler à l'amiable tout différend pouvant survenir dans l'application du présent contrat. Toutefois, les deux parties choisissent l'arbitrage

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international comme forum privilégié pour le règlement de leurs différends.

10. Autorité de liaison

10.1 CWI assure une liaison continue au moyen des instruments de communication courants notamment le téléphone, télécopie, internet, courriers express et autres. Les autorités de liaison dans le présent contrat sont :

Pour la République du Congo :

- Mme Lemboumba Sassou Nguesso, Conseiller aux Relations Publiques du Chef de l'État.
- Son Excellence M. Serge Mombouli, Ambassadeur Extraordinaire et Plénipotentiaire de la République du Congo auprès des USA ; et
- Me Lucien Ebata, Avocat pour Cohen et Woods International Inc.

Toutefois, les signataires notamment le Ministre de la Communication, chargé des Relations avec le Parlement et Porte-Parole du Gouvernement de la République du Congo et l'Ambassadeur Herman Cohen, restent les garants et dépositaires du présent contrat de prestation de services.

Ambassadeur Herman J. Cohen
Président CWI
Pour Cohen and Woods International Inc.

May 24, 2006
(Date)

M. Alain Akouala Atipault
Ministre de la Communication, Chargé des Relations avec le Parlement, Porte-parole du Gouvernement.
Pour la République du Congo

24 May 2006
(Date)

AK

TRANSLATION

Services Contract
Between
Cohen and Woods International Inc.
and
The Republic of the Congo

(Confidential)

Contract concluded between Cohen and Woods International, Inc. a company domiciled at 1900 L Street NW, Suite 320, Washington, DC USA, and the Republic of the Congo.

The parties agree to the following:

1. Purpose of the Contract

1.1. This contract requires support services for the Republic of the Congo and its President with respect to American and international political, economic and financial circles.

1.2 The purpose of this contract cited above is general and not limited, provided that it contributes to the promotion of the interests of the Republic of the Congo.

2. Plan of Action

2.1. This contract includes a strategic plan and an operational plan. The strategic plan will be implemented over a period of twelve (12) months.

2.2. The operational plans consists of immediate, regular and timely actions which will allow Cohen and Woods to achieve priority objectives in support of the Republic of the Congo in its bilateral relations with the United State, on the one hand, and the major political, economic and financial institutions on the other hand.

3. Priority Objectives

3.1. One of the priority objectives of this operational plan is to facilitate high level exchanges between American and Congolese authorities.

4. Good Offices Missions

4.1. CWI will undertake good offices missions on behalf of the Republic of the Congo toward the international financial institutions and other partners who are key to the reduction of its external debt which constitute a break on its development.

5. Economic Missions and Investment Projects

5.1. CWI will organize and lead economic missions to the Congo, including businesspersons and investors interested in participating in the Congo's economic recovery.

5.2. CWI will also assure follow-up activities for the economic missions, as well as assure good relations between AGOA and OPIC and the Republic of the Congo.

6. General and non-limiting strategic and operational approaches

6.1. After the signature of this contract, CWI will undertake to implement an operational plan which will fulfill the strategic plan in the following manner:

A. Facilitate high level exchanges between the United States of America and the Republic of the Congo. CWI will work to persuade the US Congress to invite the President of the Republic of the Congo as a guest of honor.

B. Encourage the Eleanor Roosevelt Center for Peace and Justice to award its highest honor, the Peace Award, in recognition of his efforts in favor of peace in Africa and the world.

C. Provide good offices in support of a nomination for the Nobel Peace prize for President Sassou Nguesso with appropriate publicity in American and foreign media. In any event, all expenses associated with the promotion of the image of the President in the major media will be the responsibility of the Republic of the Congo. CWI will utilize its contacts, talents, experience, and notoriety to arrange for several free articles.

D. Provide an analysis and evaluation of the position of the Republic of the Congo in the international financial institutions, especially the World Bank and the International Monetary Fund.

E. Furnish strategic advice to the Republic of the Congo. Work closely with the American authorities in Washington, DC.

F. Assure the success of visits to the United States of Congolese officials.

7. Consulting Fees

7.1 To remunerate the services listed above, the Republic of the Congo pledges to pay CWI a total sum of U.S. dollars 400,000 (four hundred thousand American dollars) as consulting fees, with 75% payable at the signature of this contract, to the following CWI bank account:

Cohen and Woods International, Inc.

PNC Bank of Washington, DC
Bank Account number: 5300049159
Swift/ABA: 054000030

7.2 Moreover, the Republic of the Congo pledges to reimburse CWI personnel for the reasonable cost of travel and lodging to and from the Congo. All other supplementary expenses are subject to the prior approval of the Republic of Congo authorities.

8. Length and Beginning Date

8.1 This contract will be valid for a period of twelve (12) months, renewable upon the explicit agreement of the two parties. It enters into force on the date of its signing.

9. Applicable Laws and Resolution of Disagreements

9.1. The parties pledge to do everything possible to find an amicable resolution for all differences of interpretation as to the implementation of this contract. Moreover, the two parties agree to international arbitration as the primary method for the resolution of differences.

10. Official Communications Liaison

10.1. CWI will assure regular communications with the Republic of the Congo via telephone, fax, internet, express mail and other methods. The authorized contact persons for the purposes of this contract are:

Madame Lemboumba Sassou Nguesso, Counselor for Public
Relations to the Head of State;
His Excellency Mr. Serge Mombouli, Ambassador of the Republic of the
Congo to the United States; and
Mr. Lucien Ebata, Attorney for Cohen and Woods International

Moreover, the signatories, notably the Minister of Communications responsible for Relations with Parliament and Spokesperson for the Government of the Republic of the Congo, and Ambassador Herman Cohen, remain the guarantors of this services contract.

Signatures:

Herman J. Cohen
President, Cohen & Woods Internat'l May 24, 2006

Alain Akouala Atipault
Minister of Communications

Republic of the Congo

June 24, 2006