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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 GoodWorks International LLC 303 Peachtree Street, NE Suite 4420 Atlanta, Georgia 30308		2. Registration No. 5414
3. Name of foreign principal Government of CAMeroon, represented by the Minister of Economy and Finance.	4. Principal address of foreign principal Ministry of Economy and Finance Yaounde, Cameroon	

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.
Ministry of Economy and Finance
- b) Name and title of official with whom registrant deals.
Mme. Tanyi-Mbianyior, Technical Advisor to the Minister.

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

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

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

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

N/A

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

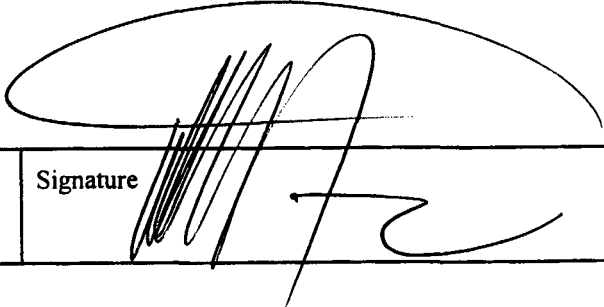
Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No

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

N/A

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

Date of Exhibit A July 16, 2007	Name and Title Wallace Ford Exec. Vice Pres.	Signature 
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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.

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, D.C. 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. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

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, 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.

1. Name of Registrant GoodWorks International LLC	2. Registration No. 5414
3. Name of Foreign Principal Government of Cameroon, represented by the Minister of Economy and Finance	

Check Appropriate Boxes:

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

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

GoodWorks International (GWI) will work with the Ministry of Finance and other agencies to help them devise a strategy for securing a Compact under the Millennium Challenge Account, and will help to arrange private or public meetings in which the Cameroonian authorities can explain their progress toward the attainment of MCA requirements.

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

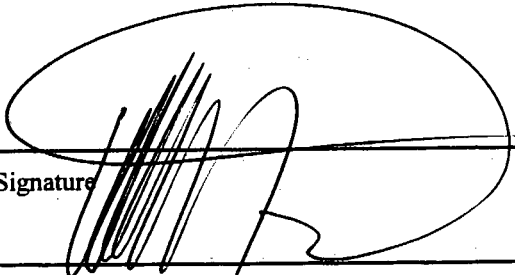
GWI will use its best efforts and good offices to support the Government of Cameroon's efforts to secure a Compact with the US Millennium Challenge Corporation. Specifically, GWI will help the Finance Ministry and the MCA Steering Committee of the Government of Cameroon to devise a strategy to raise some of the negative indicators that now make the country ineligible under the MCA criteria.

GWI will advise the Government on securing full official and public backing for the policy reforms that will most effectively improve the negative scores. GWI will arrange meetings in Washington with relevant officials of the MCC and other US government agencies, as well as with relevant congressional staff and non-governmental organizations. GWI will assist the Cameroonian authorities to devise a communications strategy to showcase Cameroon's reform efforts. When appropriate, GWI also will advise the Government on elaboration of the desired MCA program, recognizing that the program must be of Cameroonian, not US, design.

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.

As indicated above, the purpose of the contract is to assist the Cameroonian Government in qualifying for a grant under the MCA. To that end, GWI will advise the government on the best means of attaining its objective, will help to interpret the terms of the Millennium Challenge Account legislation, and will recommend the most effective means of meeting the MCA requirements. GWI will also introduce Cameroonian representatives to individuals and organizations that can be helpful in attaining the objective (see answer to #8, above), bearing in mind that the program must be conceived, designed, and supported in Cameroon in order to be acceptable and effective.

Date of Exhibit B July 16, 2007	Name and Title Wallace Ford Exec. Vice Pres.	Signature 
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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 interests, policies, or relations of a government of a foreign country or a foreign political party.



GWICONSULTING
GoodWorks International, LLC

CONSULTING SERVICE AGREEMENT

Between

GOODWORKS INTERNATIONAL, LLC

AND

THE GOVERNMENT OF CAMEROON

REPRESENTED BY

THE MINISTER OF ECONOMY AN FINANCE

Done in Yaounde on this day June 01, 2007

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1.0 PROJECT SUMMARY

GoodWorks International, LLC (GWI) seeks to enter into a one (1) year Consulting Agreement renewable for six (6) months with the Ministry of Economy and Finance of Cameroon to advise and assist the Government of the Republic of Cameroon in its quest to secure a Compact with the U.S Millennium Challenge Corporation (MCC). GWI will provide consulting and advisory services, through the different stages to the Ministry of Economy and Finance.

2.0 CONSULTING OBJECTIVES

The consulting services (Services) are designed to develop and implement initiatives that will result in Cameroon obtaining a Threshold Agreement with the MCC in as little as six (6) Month to a year and a full Compact in as little as twelve (12) Months to eighteen (18) Months, so long as the Government fully funds its initiatives and commitments under the program and provides the political backing necessary to give those commitments full effect.

3.0 CONSULTING SERVICES

In furtherance of the duties described herein, GoodWorks International shall use its best efforts and good offices to support the Government of Cameroon in its quest to secure a Compact with the U.S Millennium Challenge Corporation and shall devote all necessary time and personnel to this task. GoodWorks shall carry out all required activities for effective consulting services to the Ministry of Economy and Finance, including, but not limited to, the following "Services":

- 3.1 GWI in collaboration with the Ministry of Economy and Finance of Cameroon, and the Steering Committee of the MCA-Cameroon Pilot Program, devise a strategy in order to raise all the negative ratings for some of the 16 independent and transparent policy indicators that are adversely affecting the country eligibility
- 3.2 GWI will advise the steering committee on securing political backing for the program at the most senior level of the government to ensure a consensus and full support from the Cameroon Government.
- 3.3 GWI in collaboration with the Government of Cameroon will put in place and execute a communication strategy to showcase Cameroon's efforts as well as its realized projects in support to its quest to secure eligibility to the Millennium Challenge Account Program.
- 3.4 GWI will assist the Ministry of Economy and Finance of Cameroon with the elaboration of the necessary documents to secure a threshold program
- 3.5 GWI will assist the Ministry of Economy and Finance of Cameroon with the elaboration of Cameroon's desired MCA program

3.6 GWI will assist the Ministry of Economy and Finance of Cameroon with the Compact document elaboration

3.7 GWI and the Minister of Economy and Finance agree to convene a consultative session to monitor and evaluate progress of activities every six (6) months.

4.0 SCOPE OF AGREEMENT

This Agreement covers all consulting and advisory services offered by GoodWorks to the Ministry of Economy and Finance of Cameroon in its quest to secure a Compact with the U.S Millennium Challenge Corporation.

4.1 Subject to the terms and conditions set forth in this Agreement, the Ministry of Economy and Finance hereby designates GoodWorks International, LLC as its sole consultant and advisor in the United States to carry out the duties and responsibilities described herein. For its part, GoodWorks hereby accepts such designation.

4.2 GoodWorks shall not be designated as an employee of the Ministry of Economy and Finance of Cameroon in any fashion, whether the contrary may be implied or apparent. GoodWorks shall serve only as a consultant of the Ministry of Economy and Finance of Cameroon with the purpose of providing advisory service to secure Cameroon's eligibility to the Millennium Challenge Account and performing all other obligations set forth herein.

5.0 TERMS: VALIDITY TERMINATION AND RENEWAL

The terms of this Agreement shall be one (1) year, commencing on the date of signature of the Agreement by the Ministry of Economy and Finance and GoodWorks International. This Agreement is automatically renewable for six (6) months. This Agreement may be terminated by either party by prior notification at least thirty (30) days before the proposed termination date.

Renewal of this Agreement is at the discretion of the Ministry of Economy and Finance of Cameroon. If no termination notice is provided by the Ministry of Economy and Finance of Cameroon to GoodWorks International within thirty (30) days prior to the expiration of this Agreement, the Agreement shall automatically assumed to be renewed for another six (6) additional months.

6.0 LIMITATIONS AND DISCLOSURE

GoodWorks will not transfer, assign or pledge this Agreement or any part thereof or interest therein without first obtaining the prior written consent of the Ministry of Economy and Finance of Cameroon.

7.0 CONFIDENTIAL DATA AND INFORMATION

GoodWorks acknowledges and agrees that data and information, including official secrets and documents, trade secrets, know-how, and other confidential information relating to the services GoodWorks provides is the property of the Ministry of Economy and Finance of Cameroon. GoodWorks agrees to keep in confidence all data and information received directly or indirectly from the Ministry of Economy and Finance of Cameroon, not to disclose such data and information to anyone unless so directed (in writing) by the Ministry of Economy and Finance of Cameroon, and to use such data and information for the sole purpose of fulfilling GoodWorks' obligations under this Consulting Agreement. And in the interest of the Republic of Cameroon GoodWorks further agrees to abide by instructions from the Ministry of Economy and Finance of Cameroon concerning disclosure of such data and information.

8.0 GOODWORKS WARRANTY

GoodWorks International covenants and warrants the following:

- 8.1 As Consultant to the Ministry of Economy and Finance of Cameroon, GoodWorks is and will remain legally competent to perform its obligations under the laws of the District of Columbia, the States of Georgia and New York, locations where GWI maintains a corporate presence and in accordance of the laws of the Republic of Cameroon. On the entry in force of the Agreement, GoodWorks will register with the U.S. Justice Department as a foreign agent of the Ministry of Economy and Finance of the Government of Cameroon.
- 8.2 GoodWorks will refrain from any acts or omissions which might prejudice its qualifications to act as consultant of the Ministry of Economy and Finance of Cameroon.
- 8.3 GoodWorks has sufficient knowledge, experience, and access to legislative and executive officials to represent the Ministry of Economy and Finance of Cameroon interests
- 8.4 GoodWorks has sufficient knowledge and experience in international business development to fulfill the terms of this contract.

9.0 DUTIES OF THE MINISTRY OF ECONOMY AND FINANCE OF CAMEROON

The Ministry of Economy and Finance of Cameroon agrees to provide GoodWorks with technical and informational support for successful implementation of this Agreement, including, but not limited to, relevant documents needed to understand and support government positions, access to Cameroon the officials of the Embassy of Cameroon in Washington and the UN mission in New York, and full cooperation from relevant Government officials based in Yaounde.

The Ministry of Economy and Finance of Cameroon agrees to communicate effectively and openly with GoodWorks International on all matters of concern related to the smooth implementation of this Agreement.

The Ministry of Economy and Finance of Cameroon agrees to fully fund its initiative and commitment under the program and to provide the necessary backing to give those commitments full effect.

10.0 COMPENSATION AND FEES

10.1 The Ministry of Economy and Finance of Cameroon agrees to pay and GoodWorks agrees to accept compensation for its services under this Agreement a sum of three hundred and fifty thousand U.S dollars (**\$ 350,000**) for one (1) year and upon renewal a sum of one hundred and seventy five U.S dollars (**\$175,000**) for six (6) months.

By signing this Agreement, GoodWorks and The Ministry of Economy and Finance of Cameroon agree on the following compensation terms and schedule:

- Initial Retainer at contract signing (June 1st, 2007) U.S. \$175,000
- On December 1st, 2007 U.S. \$87,500
- On June 1st, 2008 U.S. \$87,500
- At Contract renewal for six month U.S. \$175,000

10.2 GoodWorks' consulting services agreement with the Ministry of Economy and Finance of Cameroon is for **an initial period of one year renewable once for a period of six (6) months**. This consulting service will commence upon the entry in force of this Agreement on June 1st, 2007 upon receipt of one hundred and seventy five U.S dollars (\$175,000), at the signing. The initial payment represents a nonrefundable retainer for services to be provided under this Agreement. GoodWorks and the Ministry of Economy and Finance of Cameroon agree that this initial payment will be followed by two (2) installments of eighty seven thousand five hundred US dollars (\$87,500) due and payable on the 1st of December, 2007 and the 1st of June 2008 to the GoodWorks International account indicated below.

Necessary domestic and/or international travel between the U.S. and Cameroon by GoodWorks Principals and Staff assigned to the account will be subject to prior approval and subsequent reimbursement by the Ministry of Economy and Finance of Cameroon. Specifically, travel by Ambassador Andrew Young (Chairman), Mr. Carlton Masters (President and CEO), shall be first class. Travel by all other GoodWorks executive employees shall be coach for domestic travel and business class for international.

10.3 In addition to payment of fees for Services, the Ministry of Economy and Finance of Cameroon shall reimburse GoodWorks for all reasonable expenses incurred in the implementation of this Agreement, e.g. travel, telephone, courier, fax, within thirty (30) days of receipt of invoices. Any expenses in excess of one thousand U.S. dollars (\$ 1,000) shall be pre-approved by the Ministry of Economy and Finance of Cameroon before any obligations are made. GoodWorks shall present the Ministry of Economy and Finance of Cameroon with invoices containing thorough accounts

of such expenditures and all reasonable documentation as may be required by the Ministry of Economy and Finance of Cameroon. The Ministry of Economy and Finance of Cameroon agrees to reimburse GoodWorks for all such expenses separately, and payable to the bank account indicated below.

10.4 If this Agreement is terminated contrary to the terms stipulated in item 5 of this document, without a new Agreement between the Ministry of Economy and Finance of Cameroon and GoodWorks, GoodWorks shall be entitled to the equivalent of the amount of one installment payments as damages for the breach of this Agreement.


11.0 BANK ROUTING INFORMATION:

All payments of fees and expenses, including the initial retainer, the monthly installments, and reimbursement of allowable expenses shall be remitted via wire transfer to the account set forth below:

Name of Account: GoodWorks International, LLC
303 Peachtree St., NE Suite 4420
Atlanta, GA 30308

Bank Name: Bank of America, U.S.A.

Account Number: 

Bank Routing Number: 

Bank Contact: Lisa Keller, Vice President
Corporate & Executive Banking
Bank of America, N.A. 600
Peachtree Street
20th Floor
Atlanta, GA 30308

Tel: (404) 607-5894
Fax: (404) 607-5000

12.0 DISPUTE RESOLUTION

Any claim or controversy in connection with this Agreement shall be settled amicably and only after such is not satisfactory to both parties shall arbitration be sought. The arbitration shall be conducted in English and in such a place as the Ministry of Economy and Finance and Goodworks International shall agree, and all monetary awards shall be in U.S. dollars. Arbitration shall be the **sole** method of resolving disputes not settled by mutual agreement. The ruling of the arbitrators shall be final and binding on all parties and may be enforced by the appropriate judicial order.

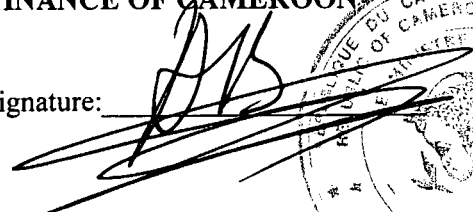
IN WITNESS WHEREOF, GoodWorks International and the Ministry of Economy and Finance of the Republic of Cameroon have executed this Agreement on this day, June 1st 2007 in two original copies in French and in English with both versions being authentic.

GOODWORKS INTERNATIONAL, LLC

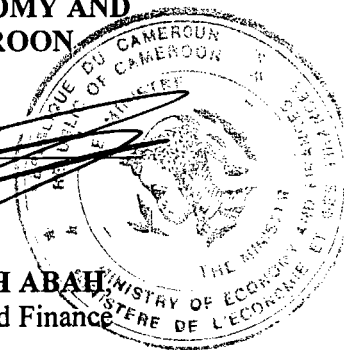
Signature: 

Name: **Yuri TADESSE**,
Vice Président Intl Dev, GWI

**MINISTRY OF ECONOMY AND
FINANCE OF CAMEROON**

Signature: 

Name: **Polycarpe ABAH ABAH**
Ministry of Economy and Finance





GWICONSULTING

GoodWorks International, LLC

CONTRAT DE CONSULTATION

ENTRE

GOODWORKS INTERNATIONAL, LLC

ET

LE GOUVERNEMENT DE LA REPUBLIQUE DU CAMEROUN

REPRESENTE PAR

LE MINISTERE DE L'ECONOMIE ET DES FINANCES

Yaoundé, le 1er Juin, 2007

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1.0 RESUME DU PROJET

GoodWorks International, LLC (GWI) souhaite conclure un contrat d'une durée d'un (1) an, renouvelable pour six (6) mois avec le Ministère de l'Economie et des Finances du Cameroun pour assister et conseiller le Gouvernement du Cameroun dans sa quête d'éligibilité au programme du Millenium Challenge Corporation (MCC). GWI fournira au Ministère de l'Economie et des Finances son assistance conseil à chacune des étapes du processus.

2.0 OBJECTIFS DE LA CONSULTATION

Les services consultatifs, ci-après désignés « **Services** » sont conçus de façon à mettre en place et à exécuter les initiatives devant aboutir à l'admission du Cameroun au Programme «Threshold» du MCC dans un intervalle de six (6) à douze (12) mois et à l'éligibilité au protocole d'accord complet dans un intervalle de douze (12) à dix-huit(18) mois, aussi longtemps que le Gouvernement financera les initiatives déjà prises et apportera l'appui politique nécessaire aux engagements qui seront pris par rapport au programme.

3.0 SERVICES DE LA CONSULTATION

Dans le cadre de ses obligations ainsi décrites, GoodWorks International déploiera ses meilleurs efforts au service du Ministère de l'Economie et des Finances du Cameroun et consacrera le temps et le personnel nécessaires à la réalisation de cet objectif. Goodworks entend procurer les « Services » suivants :

- 3.1 GWI en collaboration avec le Ministère de l'Economie et des Finances du Cameroun et le comité de pilotage du programme MCA-Cameroun élaborera la stratégie devant permettre au Cameroun de relever le niveau des indicateurs négatifs qui affectent l'éligibilité du pays.
- 3.2 GWI conseillera le comité de pilotage sur les stratégies à mettre sur pied afin d'obtenir l'appui et le soutien de tous les intervenants concernés par le programme, aussi bien au Cameroun qu'aux Etats-Unis.

- 3.3 GWI en collaboration avec le Ministère de l'Economie et des Finances du Cameroun élaborera et exécutera une stratégie de communication pour accompagner et mettre en exergue les efforts et les progrès réalisés par le Cameroun dans sa quête de l'éligibilité au Millenium Challenge Account.
- 3.4 GWI assistera le Ministère de l'Economie et des Finances du Cameroun dans l'élaboration des documents nécessaires pour son admission au programme « Threshold » du MCC.
- 3.5 GWI assistera le Ministère de l'Economie et des Finances du Cameroun dans l'élaboration et la conception du Programme MCA Cameroun.
- 3.6 GWI assistera le Ministère de l'Economie et des Finances du Cameroun pour l'élaboration du document de Protocole d'accord final.
- 3.7 GWI et le Ministère de l'Economie et des Finances acceptent de tenir une réunion consultative afin de procéder à l'évaluation à mi-parcours et au contrôle de la mise en œuvre des activités susmentionnées tous les six (6) mois.

4.0 DOMAINES D'APPLICATION DU CONTRAT

Ce Contrat couvre tous les services consultatifs offerts par GoodWorks au Ministère de l'Economie et des Finances du Cameroun dans sa quête d'éligibilité au protocole d'accord final du Millenium Challenge Corporation.

- 4.1 Conformément aux dispositions de cet accord, le Ministère de l'Economie et des Finances par la présente, sélectionne GoodWorks International LLC comme son consultant exclusif et son conseiller aux Etats-Unis pour assumer les fonctions ici décrites. Pour sa part, GoodWorks accepte la fonction ici décrite.
- 4.2 GoodWorks GWI ne sera pas considéré comme employé du Ministère de l'Economie et des Finances du Cameroun en

aucun cas, même si le contraire peut être entendu ou évident. GWI servirait uniquement comme consultant du Ministère de l'Economie et des Finance du Cameroun dans le but de le conseiller dans sa quête d'éligibilité au Millenium Challenge Account par rapport aux obligations ci-dessus citées.

5.0 DUREE, RENOUELEMENT ET RESILIATION

La durée de ce Contrat sera d'un (1) an, à compter de sa date de signature par le Ministère de l'Economie et des Finances du Cameroun et GoodWorks Internationale.

Ce contrat est automatiquement renouvelable pour une période de six (6) mois.

Ce Contrat peut être résilié par l'une ou l'autre des parties à condition d'en aviser l'autre partie au moins soixante (60) jours avant la date de résiliation proposée.

Le renouvellement de ce Contrat relève du pouvoir discrétionnaire du Ministère de l'Economie et des Finances du Cameroun. Si un avis de résiliation par le Ministère de l'Economie et des Finances du Cameroun n'est pas reçu par GoodWorks Internationale dans les soixante (60) jours avant l'expiration dudit Contrat, le Contrat sera considéré comme renouvelé pour une durée de (6) mois supplémentaire.

6.0 RESTRICTIONS ET DIVULGATION

GoodWorks ne transférera pas, ne cèdera pas ou ne gagera pas ce Contrat ou une quelconque partie de celui-ci ou de ses intérêts sans obtenir l'autorisation écrite préalable du Ministère de l'Economie et des Finances du Cameroun.

7.0 DONNÉES ET INFORMATIONS CONFIDENTIELLES

GoodWorks reconnaît et accepte que les données et informations, notamment tous les secrets et les documents officiels, secrets commerciaux, savoir-faire, et autres informations confidentielles liées aux services de GoodWorks restent la propriété du Ministère de l'Economie et des Finances du Cameroun. GoodWorks accepte de garder secrètes toutes données et informations reçues directement

ou indirectement du Ministère de l'Economie et des Finances du Cameroun, de ne pas les communiquer à quiconque, à moins d'en avoir reçu l'ordre (par écrit) du Ministère de l'Economie et des Finances du Cameroun et s'engage à faire usage de ces données et de ces informations dans le seul but de satisfaire les obligations de GoodWorks en vertu de ce Contrat et dans l'intérêt du Cameroun. De plus, GoodWorks accepte de respecter les instructions reçues du Ministère de l'Economie et des Finances du Cameroun concernant la divulgation de telles données et informations.

8.0 GARANTIES OFFERTES PAR GOODWORKS

GoodWorks Internationale convient et garantit ce qui suit :

8.1 En tant que consultant du Ministère de l'Economie et des Finances du Cameroun, GoodWorks dispose et disposera des compétences juridiques lui permettant de remplir ses obligations au regard des lois du District de Columbia, des Etats de la Géorgie et de New York, là où se trouvent ses bureaux et conformément aux lois et règlement du Cameroun. Lors de l'entrée en vigueur du Contrat, GoodWorks s'inscrira auprès du Département de la Justice des Etats-Unis en qualité d'agent étranger du Ministère de l'Economie et des Finances du Cameroun.

8.2 GoodWorks s'abstiendra de tout acte ou de toute omission susceptible de porter atteinte à ses qualifications en tant que consultant du Ministère de l'Economie et des Finances du Cameroun.

8.3 GoodWorks dispose suffisamment du savoir-faire, nécessaire, d'expériences et de contacts avec les responsables de l'exécutif et du législatif américains pour être capable d'accomplir sa mission dans les intérêts du Ministère de l'Economie et des Finances du Cameroun.

8.4 GoodWorks dispose de connaissances et d'expériences suffisantes dans le domaine du développement du commerce international pour satisfaire les conditions de ce Contrat.

8.5

9.0 OBLIGATIONS DU MINISTERE DE L'ECONOMIE ET DES FINANCES DU CAMEROUN

Le Ministère de l'Economie et des Finances du Cameroun accepte de fournir à GoodWorks une aide technique et l'information nécessaires à la mise en oeuvre réussie de ce Contrat, notamment, mais sans s'y limiter, les documents permettant de comprendre et d'appuyer les prises de positions du Gouvernement, accepte de faciliter les contacts avec les responsables de l'ambassade du Cameroun à Washington et à la mission permanente du Cameroun auprès des Nations Unies à New York, et de faciliter son accès aux hauts responsables de Yaoundé ainsi que la pleine coopération de ces derniers.

Le Ministère de l'Economie et des Finances du Cameroun accepte de communiquer efficacement et ouvertement avec GoodWorks International sur toutes les difficultés relatives à la mise en œuvre fluide du présent Contrat.

Le Ministère de l'Economie et des Finances du Cameroun accepte de rendre disponibles les ressources financières nécessaires pour les initiatives déjà prises et d'apporter tout appui nécessaire aux engagements qui seront pris par rapport au programme.

10.0 REMUNERATIONS ET HONORAIRES

10.1 Le Ministère de l'Economie et des Finances du Cameroun accepte de régler et GoodWorks convient d'accepter une rémunération en échange des Services au titre du présent Contrat pour la somme de Trois Cent Cinquante mille (\$350,000) dollar US pour un (1) an et Cent Soixante quinze mille (\$175,000) dollar US pour un renouvellement de six (6) mois du contrat.

En Signant ce Contrat, GoodWorks et le Ministère de l'Economie et des Finances du Cameroun conviennent des conditions de rémunération et du barème suivant :

- Avance sur honoraires a la signature du contrat (1^{er} Juin 2007)..... U.S \$175,000
- 1^{er} Décembre 2007..... U.S \$87,500

- 1^{er} Juin 2008 U.S \$ 87,500
- Renouvellement du Contrat pour (6) six mois... U.S \$175,000

10.2 Le présent contrat est signé entre le Ministère de l'Economie et des Finances et GOOD WORKS INTERNATIONAL pour une durée d'un (01) an renouvelable une fois pour une période de six (06) mois. Le service de consultations prendra effet dès l'entrée en vigueur de ce Contrat le 1^{er} Juin 2007, date de sa signature et à la réception de la somme de Cent Soixante quinze mille (\$175,000) dollar US, correspondant à l'avance sur honoraires non remboursable. GoodWorks et le Ministère de l'Economie et des Finances du Cameroun conviennent que ce premier règlement sera suivi de deux autres règlements de Quatre vingt sept mille Cinq Cent (\$87,500) dollar US à verser respectivement le 1^{er} Décembre, 2007 et le 1^{er} Juin 2008 à GoodWorks international au numéro de compte suivant **325 662 0461, ouvert dans les comptes de Bank of America, Etats-Unis.**

Les voyages intérieurs ou entre les Etats-Unis et le Cameroun des cadres et du personnel de GoodWorks qui seront réglés sur ce compte devront être préalablement approuvés puis remboursés par le Ministère de l'Economie et des Finances du Cameroun. Il faut noter que les voyages de Monsieur l'ambassadeur Andrew Young (Président du Conseil d'administration), de M. Carlton Masters (Président) se fera en première classe. Tous les autres cadres de GoodWorks voyageront en classe économique pour les voyages intérieurs et en classe affaires pour les voyages à l'étranger.



10.3 Outre le règlement d'honoraires en contrepartie des Services rendus, le Ministère de l'Economie et des Finances du Cameroun remboursera à GoodWorks toutes les dépenses raisonnables encourues pour l'application de ce Contrat, c'est-à-dire voyages, téléphone, coursiers, fax, dans les 30 jours de réception des factures. Toute dépense excédant Mille (\$1000) dollars US devra être préalablement approuvée par le Ministère de l'Economie et des Finances du Cameroun avant qu'une quelconque action ne soit entreprise. GoodWorks présentera au Ministère de l'Economie et des Finances du Cameroun des factures détaillées de ces dépenses et toute documentation raisonnable

éventuellement exigée par le Ministère de l'Economie et des Finances du Cameroun. Le Ministère de l'Economie et des Finances du Cameroun s'engage à rembourser séparément les dépenses de GoodWorks et de les régler sur le compte bancaire dont les coordonnées figurent ci-dessous.

10.4 Si cet accord prend fin contrairement aux clauses stipulées dans le paragraphe 5 de ce document, sans nouvel accord entre le Ministère de l'Economie et des Finances du Cameroun et GWI, GWI aura droit à l'équivalent d'un règlement comme dommages pour la rupture du contrat.

11.0 COORDONNÉES BANCAIRES/ CLÉ RIB:

Tous règlements d'honoraires et de frais, y compris l'avance sur honoraires, les règlements mensuels et les remboursements des dépenses autorisées, seront déposés par transfert électronique sur le compte ci-dessous :

Nom du compte:	GoodWorks International, LLC 303 Peachtree St., NE Suite 4420 Atlanta, GA 30308
Nom de la banque:	Bank of America, Etats-Unis
Numéro de compte:	
Clé RIB:	
Contact bancaire :	Lisa Keller, vice-président Corporate & Executive Banking Bank of America, N.A. 600 Peachtree Street 20th Floor Atlanta, GA 30308
Téléphone:	1 + (404) 607-5894
Fax:	1 + 404) 607-5000

12.0 REGLEMENT DES LITIGES

Tout litige découlant de l'application du présent contrat sera réglé à l'amiable. En cas de désaccord persistant recours sera fait à l'arbitrage en langue anglaise. Le lieu de l'arbitrage sera décidé de commun accord par les parties et les dommages intérêts alloués y afférents se feront en dollar U.S. L'arbitrage sera alors de ce fait la **seule** méthode de résolution d'un éventuel litige non résolu à l'amiable. Et la décision issue dudit arbitrage qui sera d'application immédiate et par tout moyen légal approprié sera opposable aux parties.

13.0 SIGNATURES

POUR VALOIR CE QUE DE DROIT, GoodWorks International et le Ministère de l'Economie et des Finances du Cameroun ont accepté de signer et d'exécuter ce Contrat qui sera produit en (02) deux copies originales en Français et en Anglais, les deux versions faisant foi.

Fait à Yaoundé le,.....

GOODWORKS INTERNATIONAL, LLC

Signature :



Nom: **Yuri TADESSE**
Vice Président de GWI

**MINISTERE DE
L'ECONOMIE ET DES
FINANCES**

Signature:



Nom : **Polycarpe ABAH ABAH**
Ministre de l'Economie
et des Finances