Received by NSD/FARA Registration Unit 12/09/2021 3:15:36 PM

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

U.S. Department of Justice
Washington, DC 20530

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

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

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

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Endsight Consulting LLC

2. Registration Number
7056

3. Primary Address of Registrant
2606 E 5700 S, Ogden, UT 84403

4. Name of Foreign Principal
Government of Democratic Republic of Congo

5. Address of Foreign Principal
Ministry of Finance
Kinshasa
CONGO, DEMOCRATIC REPUBLIC OF THE

6. Country/Region Represented
CONGO, DEMOCRATIC REPUBLIC OF THE

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

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

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

a) Branch or agency represented by the registrant
Ministry of Finance of D R Congo

b) Name and title of official with whom registrant engages
Nicolas Kazadi, Minister of Finance

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

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9. If the foreign principal is a foreign political party, state:
   a) Name and title of official with whom registrant engages

   b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:
   a) State the nature of the business or activity of this foreign principal.

   b) Is this foreign principal:

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

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

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

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
12/09/2021	Matthew K McLean	/s/Matthew K McLean

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
12/9/2021	MATTHEW K McLEAN	

OMB No. 1124-0004; Expires July 31, 2023

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 https://www fara.gov.

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

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration Number
Endsight Consulting LLC	7056

3. Name of Foreign Principal
Government of Democratic 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. What is the date of the contract or agreement with the foreign principal? 11/12/2021

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

See Appendix for Response

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

See Appendix for Response

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

Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

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

Yes ☐ No ☒

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

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

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

Date	Contact	Method	Purpose

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

Yes ☐ No ☒

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

Date Received	From Whom	Purpose	Amount/Thing of Value

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

Yes ☐ No ☒

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

Date	Recipient	Purpose	Amount

1 "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party

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

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
12/09/2021	Matthew K McLean	/s/Matthew K McLean

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
12/9/2021	MATTHEW K McLEAN	

Appendix
Response to Item 8

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

Endsight provides data analysis and policy reform recommendations for the DR Congo to improve its performance on international indicators used by the Millennium Challenge Corporation (MCC) of the United States -- such as fight against corruption, democratic rights, economic freedom, and investing in people.

Endsight has all data related to the international indicators used by MCC and teaches government officers how the indicators work and how to improve performance through proper data collections and genuine policy reform.

Endsight provides services to the Client remotely through electronic means regularly throughout each month. Endsight also provides 5 x 1 week missions to Kinshasa for direct discussions, training, and support.

Appendix
Response to Item 9

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

*Note on effective date: My notice to begin work is contingent upon receiving first payment, so the effective data is November 12, 2021, which is the data I received first payment.

Endsight intends to provide the following services:
- In depth data analysis of the numerical performance of DRC on all 20 MCC indicators plus recommendations for specific policy. reforms and improvements that will result in the increase of the performance to the degree that will qualify DRC for consideration by MCC for participation in the MCC program.
- Explanation of the MCC program and requirements.
- Support to DRC for transmitting country data and documentation of policy reforms to rating agencies.
- Support to DRC how to communicate its progress to MCC.

***Endsight will not represent DRC or the interests of DRC to any US Government official to support claims of policy improvements to qualify for a MCC program. The policy of Endsight is to provide sufficient information to the Client so they can properly represent themselves. Endsight may engage the US Ambassador of the Client to share in-country insights as a courtesy to the US Embassy. Endsight may engage MCC or other US officials to obtain clarification on data, a procedure or policy, but not to represent the interests of the Client country.

Contrat de consultance

Assistance technique pour améliorer la performance de la République Démocratique du Congo sur les indicateurs du Millenium Challenge Corporation (MCC) en vue de son admission au programme Millenium Challenge Corporation.

Financement : République Démocratique du Congo

Consultant : Endsight consulting LLC

Montant NET : 356 500 $ US

Montant/IBP non résident : 58 035 $ US

Montant TTC : 414 535 $ US

[redacted]

Adresse professionnelle : 2606 E 5700 S, Ogden, UT 84403 USA

Contrat de consultance

Entre d'une part,

La République Démocratique du Congo, représenté par le ministère des finances ayant son adresse sur le boulevard du 30 Juin, Kinshasa-Gombe, en République Démocratique du Congo et valablement représenté par le Ministère des Finances.

Et d'autre part,

Le cabinet Endsight Consuliting LLC, ci-après dénommé " Consultant" ayant son établissement principal au 2606 E 5700 S Ogden, Utah, aux États-Unis, valablement représenté par son Directeur Général Monsieur Matthew McLean

Il a été convenu et arrêté ce qui suit :

Article premier : Objet du contrat

Le présent contrat porte sur les services d'un consultant pour une mission technique d'amélioration de la performance de la République Démocratique du Congo sur les indicateurs du Millenium Challenge Corporation en vue de se qualifier et d'être admis dans le programme MCC.

Article 2 : Services

Le consultant fournit les services spécifiés à l'annexe A " Termes de Référence" qui forme partie intégrante de ce contrat (« les services »).

Article 3 : Durée de la mission

Le consultant fournit les services pendant la période de 12 mois commençant le 1er octobre 2021 et s'achevant le 30 septembre 2022, selon le calendrier des activités indiquées dans le Termes de référence ou durant n'importe quelle autre période dont les parties pourraient ultérieurement convenir par écrit.

Article 4 : Rémunération

A. Montant plafond

Pour les services fournis conformément à l'annexe A, le ministère des finances de la République Démocratique du Congo paie au consultant un montant plafonné à 356.500$ nets, étant entendu que ce montant plafond comprend la totalité des couts et bénéfices du consultant ainsi que toute autre charge fiscale dont le consultant demeure redevable dans son pays d'origine (Les Etats-Unis).

B. Modalités des paiements

Le montant prévu au point A de la présente stipulation est versé par le Ministère des Finances au compte bancaire du Consultant dont références sont :

[redacted]

Nom du compte : Ensight Consulting LLC

Adresse professionnelle : 2606 E 5700 S, Ogden, UT 84403 USA

C. Calendrier des paiements

Les paiements de la rémunération du Consultant sont effectués en dollars américains selon le calendrier suivant :

1. 30% à la signature ;
2. 20% dans les 90 jours suivant le début d'exécution du Contrat ;
3. 25% dans les 180 jours suivant le début d'exécution du Contrat ;
4. 25% dans les 240 jours suivant le début d'exécution du Contrat.

Article 5 : Administration du projet

A. Coordonnateur

Le ministère des finances désigne comme coordonnateur Monsieur Christian DIOMI, conseiller du ministre des finances.

Le coordonnateur est responsable de la coordination des activités relevant du contrat, de l'acceptation et de l'approbation des rapports et autres produits au nom du ministère des finances, ainsi que de la réception et de l'approbation des factures devant donner lieu à un paiement.

B. Rapports

Les rapports repris dans les termes de référence seront présentés et serviront de base pour les paiements à effectuer conforment à l'article 4.

Article 6 : Normes de performance

Le consultant s'engage à fournir le service conforment aux normes professionnelles et déontologiques les plus exigeantes.

Article 7 : Devoir de réserve

Pendant la durée du présent contrat et après son expiration, le consultant ne divulgue aucune information exclusive ou confidentielle concernant le contrat, le présent contrat, les affaires ou les activités du ministère des finances ou du gouvernement de la République Démocratique du Congo sans avoir au préalable reçu l'autorisation écrite de l'autre partie.

Article 8: Propriété des documents et produits

Tous les rapports, études et autres produits sous forme de graphique, logiciel ou sous autre forme que le consultant prépare spécialement pour le compte du ministère des finances au titre du présent contrat deviennent et demeurent la propriété du ministère des finances. Le consultant peut conserver l'exemplaire desdits documents et logiciels pour un usage strictement personnel.

Article 9 : Activités interdites au consultant

Le consultant accepte que pendant la durée du présent contrat et après son expiration, ni lui-même ni toute entité qui lui est affiliée ne seront autorisés à fournir des services, travaux, ou services

(autres que les services ou toute activité en prolongation desdits services) pour tout projet qui résulterait desdits services ou lui serait étroitement lié.

Article 10: Assurance
Le consultant prend toute mesure appropriée pour s'assurer

Article 11: Transfert
Le consultant ne cède ni ne sous-traite le présent contrat ou l'un quelconque de ses éléments sans l'approbation écrite préalable du ministère des finances.

Article 12: Loi applicable et langue du contrat
Le contrat est soumis au droit en vigueur en République Démocratique du Congo et la langue du contrat est le français.

Article 13 : règlement des différends
Tout différend lié au présent contrat sera réglé à l'amiable. Si les parties n'arrivent pas à un règlement à l'amiable, recours sera fait au tribunal compétent en la matière en République Démocratique du Congo.

Article 14: Date d'effet et de fin
Le présent contrat prend effet à partir de la date d'approbation du contrat.
La mission prend fin par le quitus délivré par le ministère des finances ou par la réalisation du contrat. La résiliation du contrat peut intervenir à l'amiable ou de plein droit, en cas de survenance d'un événement rendant impossible la poursuite de la collaboration. Le ministère des finances peut également, s'il juge les prestations du consultant insatisfaisantes, après mise en demeure sans suite, suspendre tout ou partie des services ou résilier le contrat en donnant tout au moins un préavis écrit de trente (30) jours.
Il est entendu que les deux parties s'entendront sur l'étendue des services et travaux déjà effectués sur la période antérieure à la notification. Le Ministère des Finances paiera exclusivement le consultant tous les droits liés à ces travaux et services encourus si jugés satisfaisants. Le Ministère de Finances délivrera au consultant, à sa demande, une attestation de bonne exécution, à la fin de la mission.
Le présent contrat prend fin à l'achèvement de la mission tel que prévu ci-avant, ou par résiliation à l'initiative d'une quelconque des parties.

Article 15 : Enregistrement
Les frais d'enregistrement et le timbre du présent contrat sont à la charge du ministère des finances.

Fait à Kinshasa, le……

Pour le cabinet Ensight Consulitng LLC, « le Consultant »	Pour la République Démocratique du Congo, Représenté par le Ministère des Finances
Matthew McLean	***Nicolas KAZADI KADIMA-NZUJI***
Directeur Général	Ministre des Finances