



USAID
FROM THE AMERICAN PEOPLE

MEMORANDUM OF UNDERSTANDING
Among
United States Agency for International Development
and
The Children's Investment Fund Foundation (UK)
and
The Douglas B. Marshall, Jr. Family Foundation

I. Purpose

The United States Agency for International Development (hereinafter referred to as "USAID"), The Children's Investment Fund Foundation (UK) (hereinafter referred to as "CIFF"), The Douglas B. Marshall, Jr. Family Foundation (hereinafter referred to as "The Marshall Foundation") have a common interest in catalyzing the widespread scaling and replication of sustainable school-based deworming programs for at-risk children living in endemic geographies.

Infection with schistosomes and soil-transmitted helminths (parasitic worms), can lead to anemia, malnutrition, impaired mental and physical development, and reduced school participation. While medications to treat worms are readily available and easily administered, over 400 million at-risk children remain untreated. School-based mass distribution of deworming treatment is an innovative and cost-effective approach to improving children's health and education, with the potential to benefit the majority of untreated, at-risk children globally at an annual cost of less than US\$0.60 per child. This alliance aims to set the stage for institutionalizing school-based deworming as a standard school health activity undertaken by ministries of education and health in developing countries, providing a sustainable and cost-effective approach to worm control that can be replicated globally where appropriate.

An example of such a program is the Government of Kenya's national school-based deworming program. The Parties wish to develop and sustain this long-term demonstration program which aims to reach over 4 million children per year. Each recognizes that, prior to the funding of similar large-scale deworming programs in a country or state, much preparatory work must be done on the part of the government and its partners. The Parties wish to provide funding for on-the-ground support to foster and fund the policy changes, cross-sectoral collaboration, disease mapping and planning required to initiate programs and bring in the resources needed to sustain them. Such preparatory work will enable replication of the Kenya program model in other countries and states.

The purpose of this Memorandum of Understanding ("MOU") is to establish an alliance (hereinafter referred to as the "Alliance") among USAID, CIFF and The Marshall

Foundation (hereinafter each referred to as a “Party” and collectively as “Parties”) to further the goals set forth below (the “Goals”), and to outline the understandings and intentions with regard to these shared Goals. The Parties seek to share their respective strengths, experiences, technologies, methodologies, and resources (including human, in-kind, and monetary) in order to achieve these Goals.

Infection with schistosomes and soil-transmitted helminths (parasitic worms), can lead to anemia, malnutrition, impaired mental and physical development, and reduced school participation. The Parties share the goal of establishing sustainable, national and/or state level school-based deworming programs in endemic countries in order to reduce worm-related morbidity in children and prevent further re-infection.

The Parties intend to focus joint activities around the following objectives (hereinafter collectively referred to as the “Alliance Objectives”):

- ***Objective 1: Sustain the gains of the government-led deworming program in Kenya, leading to 20 million child-years of deworming, which will make over four million children a year healthier, leading to better school attendance and ultimately longer and more productive lives.***

The program, which seeks to establish a cost-effective and sustainable model of deworming in Kenya, will serve as an example for replication in other geographies, provide a training ground for staff that can help initiate and support new programs, and also provide data to inform models of the impacts of sustained mass treatment on worm prevalence, which will in turn inform strategies for long-term worm control.

- ***Objective 2: Foster development of 4-6 additional national-scale school-based deworming programs in endemic countries with a view to leveraging treatment and prevention of worm infection in 20-30 million at-risk children.***

The programmatic activity to achieve this objective will be to provide on-the-ground coordination to support program initiation. Countries (or states) will be prioritized for investment based on discussions between the Parties and an initial screen against the following criteria: (a) high prevalence and intensity of worms; (b) a well-functioning school system that reaches most of the school-age population; (c) the country/state is a high priority for the Parties; (d) sources of large-scale funding can be accessed for program implementation for the country/state (internally, or from international development funders); and (e) the country has signaled interest in a deworming program.

On-the-ground coordination will be initiated for the highest priority countries/states and will include activities such as: (a) prevalence surveys where required; (b) cultivating linkages between the education and health sectors in government and development partners; (c) coordination with all relevant stakeholders to build policy and financial commitments toward deworming; and (d) integration of school-based deworming efforts with other school health and Neglected Tropical Disease control efforts. To promote the initiation of programs in additional countries, the evidence on the success and impacts of school-based deworming will be disseminated to policymakers, donors and other stakeholders via conferences, websites, and publications.

II. Partner Roles, Responsibilities and Notices

1. USAID

USAID Background

USAID is an independent federal government agency that receives overall foreign policy guidance from the Secretary of State. USAID supports international development and advances U.S. foreign policy objectives by supporting economic growth, agriculture and trade, global health, democracy and conflict mitigation and management; and humanitarian assistance in Sub-Saharan Africa, Asia and the Near East, Latin America and the Caribbean, and Europe and Eurasia.

USAID Role

In furtherance of the Alliance, it is anticipated that USAID's role will be to:

- Bring technical expertise, policy influence, and in-country relationships to the Alliance.
- Subject to the availability of funds and completion of its relevant internal approval processes, provide up to US \$5.23 million in support to enable school-based deworming programs to expand across multiple countries.
- In concert with the other Parties, to participate in the Steering Committee (as defined below) in the selection of countries and oversight of the activities of the implementing partner, Innovations for Poverty Action (hereinafter referred to as the "Implementing Partner" or "IPA"), in each case in pursuit of the Alliance Objectives.
- Provide linkages to USAID overseas missions, including relevant contact information for mission staff, implementing partners, and other possible U.S. Government, local government, NGO, or private sector partners.

All notices to USAID shall be sent to the following USAID Point of Contact:

Kathleen Hunt
Senior Alliance Officer
USAID, IDEA
1300 Pennsylvania Ave, NW, RRB 6-7.012
Washington, DC 20523
Phone Number +1 202-712-0076
Mobile Number +1 571-243-1933
Fax Number +1 202-216-3153
khunt@usaid.gov

2. CIFF

CIFF Background

CIFF is a charity incorporated and registered in England and Wales. CIFF aims to demonstrably improve the lives of children living in poverty in developing countries by

achieving large scale and sustainable impact on their health, education and nutrition. CIFF brings a clear vision for impact and rigorous focus on data to each investment.

CIFF's Role

In furtherance of the Alliance, it is anticipated that CIFF's role will be:

- To fund up to \$12.8 million towards the costs of implementing and institutionalizing a national school-based deworming program in Kenya over 5 years, implemented by the Government of Kenya with technical support from the Implementing Partner.
- As the major funder of the Kenya program CIFF will be the party responsible for managing the pursuit of Objective 1 by the Implementing Partner.
- In concert with the other Parties, to participate in the Steering Committee in the selection of countries and oversight of the Implementing Partner's activities, in each case in pursuit of the Alliance Objectives.
- To galvanize additional support for school-based deworming, through activities that will include networking with other funders to attract complementary investments, including pharmaceutical donations.

All notices to CIFF shall be sent to the following CIFF Point of Contact

Colin Buckley

Executive Director, Investments

CIFF

7 Clifford Street

London W1S 2WE UK

Phone Number +44 207025 7607

Mobile Number +44 7901 006 577

Fax Number +44 207 440 5515

CBuckley@ciff.org

3. The Marshall Foundation

The Marshall Foundation Background

The Marshall Foundation is a private foundation organized under the laws of the United States. The Marshall Foundation supports evidence-based, cost-effective programs that improve educational outcomes in developing countries.

The Marshall Foundation's Role

In furtherance of the Alliance, it is anticipated that the Marshall Foundation's role will be:

- To contribute \$1.2 million in funding toward the costs of activities required to initiate and manage sustainable school-based deworming programs in multiple countries, with these activities managed by the Implementing Partner.
- In concert with the other Parties, to participate in the Steering Committee in the selection of countries and oversight of the Implementation Partner's activities, in each case in pursuit of the Alliance Objectives .

- To galvanize additional support for school-based deworming, through activities that will include networking with other funders to attract complementary investment, including pharmaceutical donations.

Any contribution from the Marshall Foundation can only be used towards grants to a 501(c)(3) or equivalent organization and in such a way as to not require “expenditure responsibility” (as those terms are defined by the US Internal Revenue Code of 1986, as amended) from the Marshall Foundation

All notices to the Marshall Foundation shall be sent to the following Marshall Foundation Point of Contact:

Amrita Ahuja, Ph.D.
 Director, Douglas B. Marshall, Jr. Family Foundation
 The Douglas B. Marshall, Jr. Family Foundation
 600 Jefferson Street, Suite 310
 Houston, Texas 77002
 Email: amrita.b.ahuja@gmail.com
 Phone: +1 617-970-0874

III. Implementation

1. Governance Structure

Activities related to the Alliance Objectives will be governed by a Steering Committee comprised of representatives of each of the Parties. Decisions specifically related to activities under the Objective 1 grant will require the consent of CIFF consistent with its role as the lead implementer for objective 1. In particular, the Steering Committee (by unanimous vote of all parties) would be responsible for selection of countries and priority activities to be pursued in each country under the Alliance Objectives. Decisions made by the Steering Committee shall be consistent with any USAID requirements, including those set forth in any Cooperative Agreement with the Implementing Partner.

The Steering Committee will meet at least four times a year, by phone or in person.

2. Funding

It is expected that the Parties will make the following contributions, subject to the availability of funds and relevant internal approval processes.

Partner	Estimated Cash Contribution	Estimated In-kind Contribution
USAID	\$5.23 million	[\$0]
CIFF	\$12.8 million	[\$0]
The Marshall Foundation	\$1.2 million	[\$0]

Funding Mechanics

The Parties plan to provide parallel funding to an Implementing Partner that will (a) work with the Government of Kenya to implement the five year Kenya national school-based deworming program as outlined in Objective 1, and (b) provide on-the-ground support to launch new programs or sub-contract provision of such support to suitable local partners, providing training and supervision as needed, as outlined in Objective 2.

Subject to the availability of funds, completion of USAID's relevant internal approval processes, and successful conclusion of negotiations with the intended recipient, the funding by USAID of activities related to the Alliance Objectives will be provided through a Cooperative Agreement between USAID and the Implementing Partner, as proposed in the concept paper submitted to USAID.

The funding provided by the Marshall Foundation may be as set out in the grant agreement between the Marshall Foundation and IPA (the "Marshall Agreement"). The funding provided by CIFF will be as set forth in any agreement between CIFF and IPA.

3. Audits

USAID's funds will be subject to audit pursuant to the audit terms set forth in USAID's award to the Implementing Partner.

4. Communications

The Parties will collaborate in the development of outreach and education materials regarding the programs for external audiences. Where relevant, branding will be accomplished in accordance with the Parties' respective legal, policy and procedural requirements.

The Parties will respect each others' confidentiality policies, with the mutual understanding that the Parties intend to publicize their Alliance and its objectives without disclosing any confidential or proprietary information of any other Party, provided that any publicity communications shall be agreed upon in advance by all Parties.

5. Reporting and Evaluation

(a) Reporting

The Parties agree that any quarterly, annual or other management report prepared by the Implementing Party for any Party will be delivered to all Parties.

(b) Evaluation

The Steering Committee will consider selecting an independent organization to conduct a final evaluation of the alliance. The evaluation may include analysis of the alliance activities as well as the feedback on the effectiveness of the alliance itself and the partners' participation.

IV. Relationship Among the Parties

The Parties enter into this MOU while wishing to maintain their own separate and unique missions and mandates, and their own accountabilities. Unless specifically provided otherwise, the cooperation among the Parties as outlined in this MOU shall not be construed as a partnership or other type of legal entity or personality. Each Party shall accept full and sole responsibility for any and all expenses incurred by itself relating to this MOU. Nothing in this MOU shall be construed as superseding or interfering in any way with any agreements or contracts entered into among the Parties, or any agreements or contracts entered into between any Party and Innovations for Poverty Action, either prior to or subsequent to the signing of this MOU. Nothing in this MOU shall be construed as an exclusive working relationship. The Parties specifically acknowledge that this MOU is not an obligation of funds, nor does it constitute a legally binding commitment by any Party or create any rights in any third party. The obligation, commitment and expenditure of funds by USAID, and the carrying out of operations pursuant to this MOU, are subject to applicable laws and regulations of the United States of America, as well as the internal policies and procedures of USAID.

V. Effective Date, Duration, Amendments, and Termination

This MOU becomes effective on the date of the last signature of all the Parties and is expected to continue for [five (5)] years from such effective date. However, the Parties may agree, in writing, to extend this period. In addition, this MOU may be modified or amended if all Parties agree in writing. Any Party may terminate this MOU at any time but should endeavor to provide at least 30 days' written notice to the other Parties.

IN WITNESS WHEREOF, the Parties, each acting through its duly authorized representative, have caused this MOU to be signed in their names and delivered as of this ___ day of January, 2012.

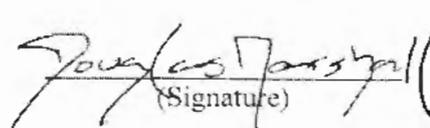
UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT

By: 
(Signature)

Name: *Maura O'Neill*
Title: *Senior Counselor and Chief Innovation Officer, IDEA*

Date: March 26, 2012

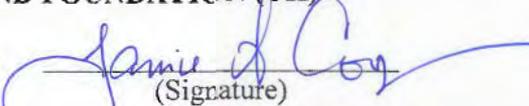
THE DOUGLAS B. MARSHALL, JR. FAMILY FOUNDATION

By: 
(Signature)

Name: *Douglas B. Marshall*
Title: *President*

Date: MARCH 15, 2012

THE CHILDREN'S INVESTMENT FUND FOUNDATION (UK)

By: 
(Signature)

Name: *Jamie Cooper-Hohn*
Title: *CEO*

Date: 16 March 2012