



USAID
FROM THE AMERICAN PEOPLE

September 25, 2014

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Subject: Cooperative Agreement No. AID-OAA-A-14-00057, Titled, "Malaria Vector Control (MVC) project."

Dear Ms. Barron,

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the U.S. Agency for International Development (USAID) hereby awards to Johns Hopkins Bloomberg School of Public Health JHU-JIU-CCP), hereinafter referred to as the "Recipient", the sum of \$60,000,000.00 to provide support for a Malaria Vector Control (MVC) project as described in Attachment A, entitled "Schedule", and in Attachment B, entitled "Program Description", of this award.

This Cooperative Agreement is effective and obligation is made as of the date of this letter and shall apply to expenditures made by the Recipient in furtherance of program objectives during the period beginning with the effective date October 1, 2014 and ending September 30, 2019. USAID will not be liable for reimbursing the Recipient for any costs in excess of the obligated amount.

This Cooperative Agreement is made to JHBSPH, on condition that the funds will be administered in accordance with the terms and conditions as set forth in 22 CFR 226, entitled "Administration of Assistance Awards to U.S. Non-Governmental Organizations"; Attachment A (Schedule), Attachment B (Program Description), Attachment C (Branding Strategy and Marking Plan), Attachment D (Standard Provisions) and Attachment E (Initial Environmental Examination), all of which have been agreed to by your organization.

Please sign the original page 2 to acknowledge your review and acceptance of the Terms and Conditions of the Cooperative Agreement, and return a scanned PDF of page 2.

Sincerely,

Christopher J. Egaas
Agreement Officer

Attachments:

- A. Schedule
- B. Program Description
- C. Branding and Marking Plan

- D. Standard Provisions
- E. Initial Environmental Examination

ACKNOWLEDGED:

BY: 
 Jennifer Barron, MBA

TITLE: Director, Office of Research Administration
 Johns Hopkins Bloomberg School of Public Health
 Center for Communication Programs

DATE: 9/29/2014

A. GENERAL

- 1. Appropriation: \$ GH-HN Program Funds
- 2. Amount Obligated at Award Signing: \$ 1,850,000.00
- 3. Total Estimated USAID Amount: \$ 60,000,000.00
- 4. Total Obligated USAID Amount: \$ 1,850,000.00 (10% of obligation, see A.4)
- 5. Cost-Sharing Amount (Non-Federal): \$ 6,000,000.00
- 6. Activity Title: Malaria Vector Control (MVC)
- 7. USAID Technical Office: GH/HIDN
- 8. Tax I.D. Number: 
- 9. DUNS No.: 001910777
- 10. LOC Number (if applicable): 

B. SPECIFIC

- 1. GLAAS Requisition: REQ-GH-14-000057
- 2. Budget Fiscal Year: 2014/2015
- 3. Operating Unit: GH/HIDN
- 4. Fund: GH-C
- 5. Team/Division: None
- 6. Benefiting Geo Area: 997
- 7. Obligated Amount: \$1,850,000.00
- 8. Program Area/Element: A049
- 9. Dist. Code: 936-6302
- 10. SOC: 4100201

Amount Obligated this Action: \$ 1,850,000.00
 Total Estimated USAID Amount: \$ 60,000,000.00
 Total Obligated USAID Amount: \$ 1,850,000.00
 Amount Remaining to be Obligated: \$ 58,150,000.00

C. PAYMENT OFFICE

Letter of Credit related documents:

M/CFO/CMP Letter of Credit Office USAID/Washington - loc@usaid.gov

Contact Person: James DuBois, jdubois@usaid.gov

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ATTACHMENT A - SCHEDULE

A.1 PURPOSE OF COOPERATIVE AGREEMENT

The purpose of this Cooperative Agreement is to provide support for the program described in Attachment B to this Cooperative Agreement entitled "Program Description."

A.2 PERIOD OF COOPERATIVE AGREEMENT

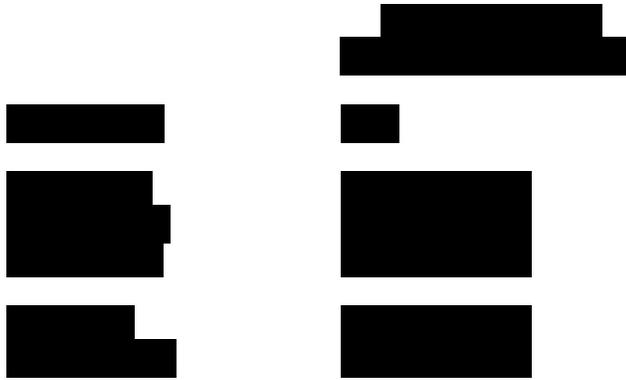
The effective date of this Cooperative Agreement is October 1, 2014. The estimated completion date of this Cooperative Agreement is September 30, 2019.

A.3 AMOUNT OF COOPERATIVE AGREEMENT AND PAYMENT

1. The total estimated amount of this Award for the period shown in A.2 above is \$60,000,000.00.
2. USAID hereby initially obligates the amount of \$1,850,000.00 for program expenditures. The Recipient will be given written notice by the Agreement Officer if/when additional funds are obligated. USAID is not obligated to reimburse the Recipient for the expenditure of amounts in excess of the total obligated amount.
3. Additional incremental funding is based on availability of funds and adequate progress being made towards the objectives stated in the Cooperative Agreement. Before obligating additional funding to the Cooperative Agreement, USAID will conduct an assessment of the availability of funds, satisfactory progress of the program, and continued relevance to USAID program objectives to determine whether or not to continue to fund the Cooperative Agreement, in whole or in part.
4. Payment shall be made to the Recipient by Letter of Credit in accordance with 22 CFR 226.22 Payment and the **LETTER OF CREDIT (LOC) ACCOUNT SET-UP AND PAYMENT PROCEDURES** found on the USAID website at <http://www.usaid.gov/work-usaid/business-funding/grant-programs/american-schools-and-hospitals-abroad/letter-credit>.

A.4 COOPERATIVE AGREEMENT BUDGET

The following is the Agreement Budget, including local cost financing items, if authorized. Revisions to this budget shall be made in accordance with 22 CFR 226.25 "Revision of Budget and Program Plans".



A.5 REPORTING AND EVALUATION

1. Financial Reporting (1 electronic copy)

Financial reporting requirements will be in accordance with 22 CFR 226 and ADS 303.3.21. Effective January 1, 2010, all financial reports must be submitted using the new Standard Form (SF) 425, and the form and the instructions are available on Office of Management and Budget (OMB)'s website, at http://www.whitehouse.gov/omb/grants_forms/.

The implementer shall submit a quarterly expenditure report for approval by the AOR, not later than 45 calendar days after the end of each quarter. The quarterly expenditure report shall include, at minimum, obligations to date, the approved budget, expenditures to date, and the balance remaining. In addition, the obligations, expenditures, and balances should be reported by source of funds (i.e., country field support or core). It is anticipated that the majority of support for this activity will come from Malaria directive funding; however, it is possible to receive other program directive funds (i.e. HIV or MCH). In such cases, both field support and core funds must be tracked by program directive. When there are multiple sources of funding for an activity the implementer must be able to demonstrate in the budget, expenditures and balances the flow of the money from multiple sources. The budget line items should include the major categories and the subcategories.

2. Annual Work Plans (1 electronic copy)

The initial work plan for the CA shall be due 45 days after award of this Agreement for AOR approval. The first work plan to be submitted will not necessarily be for a full year or may be for more than a full year, depending upon the start date of the agreement. The annual work plan in subsequent years will be due to the AOR for approval 30 days prior to the start of the new fiscal year. The work plan serves several purposes including as a guide to program implementation, a demonstration of links between activities, program objectives and intended results, a basis for budget estimates and the foundation for the project's M&E plan. The implementer will follow the work plan year, October 1st to September 30th, unless specifically changed by the AOR in writing. Specifically, the work plan shall include:

- Brief situation analysis that details how the program contributes to national, regional, or global strategic plans in the context of what other donors and implementing partners and host-country governments are contributing;
- Program Goals;
- Milestones towards achieving those results;
- Activities to be accomplished that year related specifically toward achievement of milestones;
- Level of effort required in terms of key staff and support staff time and financial resources; and,
- Partner involvement and contributions to achieving the results.
- A separate section for each mission/operating unit that buys into this program with field support, based on the country's strategy.

Annual work plans, including the country work plans, will be shared with the other project partners, reviewed by the USAID AOR management team, and concurred by Missions/TAs and approved by the AOR.

Significant changes that impact the timing or achievement of objectives identified in the plan will require additional approval. Work plans must include a timeline for the planned achievement of milestones and outputs, as well as budgets identified with particular sub-activities.

There may be times during the course of this agreement that in addition to the information provided through this monitoring and evaluation system, more in-depth management reviews will be necessary. .

3. Performance Monitoring Plan (1 electronic copy)

The initial Performance Monitoring Plan (PMP) plan for the CA shall be due 45 days after award of this Agreement for AOR approval. Once approved, the Recipient must submit all requested changes to this plan for USAID approval. After the initial approval, in subsequent years the Recipient must submit an updated PMP (with annual targets specified) as a chapter of the annual work plan. The Recipient must include the annual outputs tracked in the PMP as part of the semi-annual technical report schedule (see description below).

4. Semi-Annual Progress Reports (1 electronic copy)

The Recipient shall submit a progress report to the AOR on a semi-annual basis (based on a fiscal year cycle). The semi-annual progress report shall be submitted no later than 45 calendar days after the end of the second (March 31) and fourth (September 30) quarters of the fiscal year. The performance reports shall contain the following information at a minimum:

- a. A summary of activities undertaken, progress made, results achieved and trends noticed during the reporting period;
- b. Data on all indicators established in the agreement's PMP;
- c. A comparison of actual accomplishments with the goals and objectives established for the period, the findings of the investigators or both;

- d. An explanation of problems encountered, reasons why established goals were not met, if appropriate, and how challenges or problems will be overcome during the next reporting period;
- e. A comparison of actual expenditures with budget estimates, including analysis and explanation of high unit costs, and any other pertinent information;
- f. Priorities for programming during the next reporting period.

In addition, the fourth quarter semi-annual progress report of each award year will provide USAID annual data on the agreed upon performance indicators of the previous year and a summary of the accomplishments for that year (as discussed in more detail, in paragraph 3, above). In addition, the report can provide any further qualitative results information the recipient would like to include to demonstrate the results achieved vis-à-vis the project objectives during that particular reporting period.

5. Environmental Compliance Planning and Reporting (1 electronic copy)

- 1) The Recipient shall develop and secure USAID clearance of the Initial Environmental Examination (IEE) prior to funding any country level activities.
- 2) All planned and ongoing country level activities shall be included in initial and annual work plans under this CA to determine if they are within the scope of the approved Regulation 216 environmental documentation.
- 3) This evaluation will be made in collaboration with the USAID AOR, Mission Environmental Officer and Bureau Environmental Officer (BEO).
- 4) A complete environmental mitigation and monitoring plan (EMMP) or project mitigation and monitoring (M&M) plan shall be prepared by the recipient as part of the program work plan and integrated into each annual work plan.
 - i. This plan shall describe how the recipient will, in specific terms, implement all IEE and/or EA conditions that apply to proposed project activities within the scope of the award.
 - ii. The EMMP or M&M Plan shall include monitoring the implementation of the conditions and their effectiveness.
 - iii. The results of the EMMP will be reported to the AOR and the BEO annually, no later than submission of the Annual Progress report, due not later than 45 days after the end of the reporting period.

6. Final Report (3 hard copies and 1 electronic copy)

As USAID requires, 90 days after the completion date of the CA, the implementer shall submit a final report to the AOR and a copy to the USAID Development Experience Clearinghouse (see info below) that includes: an executive summary of the program's accomplishments in achieving results and conclusions about areas in need of future assistance; an overall description of the program's activities and attainment of results by country or region, as appropriate, during the life of the CA; an assessment of progress made toward accomplishing the Goal and Objectives; significance of these activities; important research findings; comments and recommendations; lessons learned, best practices, comments and other findings generated from the Agreement, and a fiscal report that describes how the program's funds were used. See 22 CFR 226.51.

The Recipient shall submit an original and one copy of the final report to the AOR and one copy to the USAID Development Experience Clearinghouse (DEC): E-mail (the preferred means of submission) is: docsubmit@dec.cdie.org. The mailing address via U.S. Postal Service is: Development Experience Clearinghouse, 8403 Colesville Road, Suite 210, Silver Spring, MD 20910.

7. Other Reports

The implementer shall also submit other reports as required by the AOR. The implementer will submit reports to country Missions and/or other Bureaus or offices as deemed necessary by the AOR.

A.6 INDIRECT COST RATE

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs shall be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases:

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

1/Base of Application: Salaries and wages excluding vacation pay
Type of Rate: Provisional
Period: 07/01/2014 until amended

2/Base of Application: *
Type of Rate: Predetermined
Period: 07/01/2011 until 06/30/2015

3/Base of Application: *
Type of Rate: Predetermined
Period: 07/01/2011 until 06/30/2015

*Modified total direct costs, consisting of all salaries and wages, fringe benefits, materials, supplies, services, travel and subgrants and subcontracts up to the first \$25,000 of each subgrant or subcontract (regardless of the period covered by the subgrant or subcontract) . Modified total direct costs shall exclude equipment, capital expenditures, charges for patient care, student tuition remission, rental costs of off-site facilities, scholarships, and fellowships as well as the portion of each subgrant and subcontract in excess of \$25,000.

A.7 TITLE TO PROPERTY

Property Title will be vested with the Recipient during the period of performance of the award subject to the requirements of 22 CFR 226.30-37, with final disposition to be determined by the Agreement Officer at time of award closeout.

A.8 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this award is 935.

A.9 COST SHARING

The Recipient agrees to contribute \$6,000,000.00. The Recipient agrees to expend cost share in an amount equivalent to **10%** or **\$6,000,000.00** of the total projected expenditure cost of **\$66,000,000.00** (\$60,000,000 federal share + \$6,000,000 cost share). The cost share contributions shall be listed per cost category and presented in the work plan budgets. All cost share contributions shall be in accordance with [22 CFR 226.23](#) and Standard Provisions on Cost Sharing, ADS 303.3.10, 1-4, Cost Share, or Matching and are subject to audit.

Please refer to Section A.4, Cooperative Agreement Budget for detailed cost share information.

A.10 SUBSTANTIAL INVOLVEMENT

USAID's substantial involvement during the implementation of this Agreement must be limited to the elements listed below:

- a. Approval of Recipient's Implementation Plans: Approval of the recipient's final PMP, annual work plans, , semi-annual and annual progress reports, operational research studies/protocols, and all modifications that describe the specific activities to be carried out under the CA;
- b. Approval of specified key personnel assigned to the positions listed below. All changes thereto must be submitted for the approval by the Agreement Officer; and
 1. Project Director
 2. Senior Technical Advisor
- c. Agency and Recipient Collaboration or Joint Participation:
 - i. Collaborative involvement in selection of advisory committee members;
 - ii. Agency concurrence of sub-award recipients (see 22 CFR226.25 for requirements);
 - iii. Agency monitoring to permit specified kinds of direction or redirection because of interrelationship with other projects, as included in the Program Description, negotiated in the budget and made part of the award.

Subawards - All subawards not included and approved in the original Cooperative Agreement require approval per 22 CFR 226.25(c)(8).

A.11 PROGRAM INCOME

The Recipient must account for Program Income in accordance with 22 CFR 226.24. Program Income is not anticipated under this award; but, if accrued, it must be added to the project.

A.12 SPECIAL PROVISIONS

A.12.1 ENVIRONMENTAL CONCERNS

The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID's activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (22 CFR 216) and in USAID's Automated Directives System (ADS) Parts 201.3.11.2b and 204 (<http://www.usaid.gov/policy/ads/200/>), which, in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities. Recipient environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this award.

In addition, the Recipient must comply with host country environmental regulations unless otherwise directed in writing by USAID. In case of conflict between host country and USAID regulations, the latter shall govern.

No activity funded under this cooperative agreement will be implemented unless an environmental threshold determination, as defined by 22 CFR 216, has been reached for that activity, as documented in a Request for Categorical Exclusion (RCE), Initial Environmental Examination (IEE), or Environmental Assessment (EA) duly signed by the Bureau Environmental Officer (BEO). (Hereinafter, such documents are described as "approved Regulation 216 environmental documentation.")

An Initial Environmental Examination (IEE) has been approved for the Malaria Vector Control Program (see Annex C). The IEE covers activities expected to be implemented under CAs awarded under this RFA. USAID has determined that a **Negative Determination with conditions** applies to one or more of the proposed activities. This indicates that if these activities are implemented subject to the specified conditions, they are expected to have no significant adverse effect on the environment. The recipient shall be responsible for implementing all IEE conditions pertaining to activities to be funded under this RFA.

1. As part of its initial Work Plan, and all Annual Work Plans thereafter, the recipient, in collaboration with the USAID Cognizant Technical Officer and Mission Environmental Officer or Bureau Environmental Officer, as appropriate, shall review all ongoing and planned activities under CAs awarded under this RFA to determine if they are within the scope of the approved Regulation 216 environmental documentation.
2. If the recipient plans any new activities outside the scope of the approved Regulation 216 environmental documentation, it shall prepare an amendment to the documentation for USAID review and approval. No such new activities should be undertaken prior to receiving written USAID approval of environmental documentation amendments.
3. Any ongoing activities found to be outside the scope of the approved Regulation 216 environmental documentation shall be halted until an amendment to the documentation is submitted and written approval is received from USAID.

4. When the approved Regulation 216 documentation is (1) an IEE that contains one or more Negative Determinations with conditions and/or (2) an Environmental Analysis (EA), the recipient shall:
 - a. Unless the approved Regulation 216 documentation contains a complete Environmental Mitigation and Monitoring Plan (EMMP) or a project Mitigation and Monitoring (M&M) plan, the recipient shall prepare an EMMP or M&M Plan describing how the recipient will, in specific terms, implement all IEE and/or EA conditions that apply to proposed project activities within the scope of the award. The EMMP or M&M Plan shall include monitoring the implementation of the conditions and their effectiveness.
 - b. Integrate a completed EMMP or M&M Plan into the initial Work Plan.
 - c. Integrate an EMMP or M&M Plan into subsequent Annual Work Plans, making any necessary adjustments to activity implementation in order to minimize adverse impacts to the environment.

A.12.2 BRANDING STRATEGY AND MARKING PLAN

The Recipient shall comply with the requirements of the USAID “Graphic Standards Manual” in accordance with ADS 320, available at www.usaid.gov/branding, or any successor branding policy. The approved Branding and Marking Plan for this Award is included as **Attachment D**. All branding and marking will be developed by the recipient organization in close consultation with USAID.

A.12.3 PRODUCT LICENSING

The Recipient acknowledges USAID’s interest in ensuring that the innovations developed with USAID funding are widely available in Developing Countries at affordable prices. The Recipient shall use its best efforts to include terms in all licenses for any intangible property developed under this award, including any products, services, processes, technologies, materials, software, data, or other innovations (Intangible Property), to further this interest.

When licensing any Intangible Property, the Recipient should include provisions which provide that:

1. In registering, manufacturing, marketing, and distributing the Intangible Property, the licensee will provide the Intangible Property (e.g., product), when acquired by or on behalf of the public sector for use in Developing Countries, including when acquired by or for provision through social marketing programs, at a price that is as low as possible taking into account factors that include the reasonable and necessary costs for registering, manufacturing, marketing and distributing such Intangible Property (e.g., product).
2. No royalties will be paid to the Recipient by the licensee on the sale of or for the use of the Intangible Property (e.g., product), when acquired by or on behalf of the public sector for use in

Developing Countries, including when acquired by or for provision through social marketing programs.

For the purpose of this provision, the public sector means any government, department, or agency of a national, state or provincial, or local government. See USAID ADS 310 for a list of Developing Countries.

A.12.4 USAID DISABILITY POLICY - ASSISTANCE (JUNE 2012)

The recipient shall not discriminate against people with disabilities in the implementation of USAID funded programs and should demonstrate a comprehensive and consistent approach for including men, women, and children with disabilities. The text of the USAID Disability Policy can be found at the following Web site pdf.dec.org/pdf_docs/PDABQ631.pdf .

A.12.5 RESOLUTION OF CONFLICTS

Conflict between any of the Attachments of this Agreement shall be resolved by applying the following descending order of precedence:

1. Attachment A – Schedule
2. 22 CFR 226
3. Attachment B – Program Description
4. Attachment C – Mandatory Standard Provisions

A.12.6 ELECTRONIC PAYMENTS SYSTEM

1. Definitions:
 - a. “Cash Payment System” means a payment system that generates any transfer of funds through a transaction originated by cash, check, or similar paper instrument. This includes electronic payments to a financial institution or clearing house that subsequently issues cash, check, or similar paper instrument to the designated payee.
 - b. “Electronic Payment System” means a payment system that generates any transfer of funds, other than a transaction originated by cash, check, or similar paper instrument, that is initiated through an electronic terminal, telephone, mobile phone, computer, or magnetic tape, for the purpose of ordering, instructing or authorizing a financial institution to debit or credit an account. The term includes debit cards, wire transfers, transfers made at automatic teller machines, and point-of-sale terminals.
2. The recipient agrees to use an electronic payment system for any payments under this award to beneficiaries, subrecipients, or contractors.

3. Exceptions. Recipients are allowed the following exceptions, provided the recipient documents its files with the appropriate justification:
 - a. Cash payments made while establishing electronic payment systems, provided that this exception is not used for more than six months from the effective date of this award.
 - b. Cash payments made to payees where the recipient does not expect to make payments to the same payee on a regular, recurring basis, and payment through an electronic payment system is not reasonably available.
 - c. Cash payments to vendors below \$3000, when payment through an electronic payment system is not reasonably available.
 - d. The Recipient has received a written exception from the Agreement Officer that a specific payment or all cash payments are authorized based on the Recipient's written justification, which provides a basis and cost analysis for the requested exception.
4. More information about how to establish, implement, and manage electronic payment methods is available to recipients at <http://solutionscenter.nethope.org/programs/c2e-toolkit>.”

A.12.6 REPRESENTATION BY ORGANIZATION REGARDING A DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION (August 2014)

- (a) In accordance with section 7073 of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76) none of the funds made available by that Act may be used to enter into an assistance award with any organization that –
 - (1) Was “convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government”; or
 - (2) Has any “unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government”.

For the purposes of section 7073, it is USAID's policy that no award may be made to any organization covered by (1) or (2) above, unless the M/OAA Compliance Division has made a determination that suspension or debarment is not necessary to protect the interests of the Government.

(b) Applicant Representation:

- (1) The Applicant represents that it is is not an organization that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
- (2) The Applicant represents that it is is not an organization that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

[END OF ATTACHMENT A]