

PD-ABL-168

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United States Agency for International Development

Contract Information Management System (CIMS)

DIRECT ACTION DATA FORM FOR GRANTS & COOPERATIVE AGREEMENTS

1. Basic Award Number 674-0301-G-SS-2016-00

2. Recipient Name Community Law Center

3. Award Description (This description will be seen by high level Agency officials, as well as members of Congress.) The purpose of this project is to develop and implement a regional program designed to empower disadvantaged South Africans through education about civil and human rights.

4. Principal Place of Performance

South Africa

5. Benefiting Country

South Africa (2011)

6. Project Officer

Office Symbol

COLD

Name (Last, First)

Wendel, Dennis

01/16/1993

Section

7. Grant Agreement Type

- A. Disaster Assistance
B. American Schools & Hospitals Abroad (ASHA)
C. Other Than Those Listed Above
D. Title XII Authority

8. Basic Purpose

- A. Tech. Services to Host Country
B. Commodities
C. Train. Services to Host Country
D. Research
E. Arch. & Engineering Services
F. Construction

7a. Extent Competed

- E. Competed by the Technical Office
F. Competed by the Contracting Office
G. Not competed (usually limited period)
H. Not competed (permanent, unlimited, etc.)

9. Taxpayer Identification Number

10. Business Organization Type

- A. Corporation
B. Individual
C. University or College
D. Hospital, Health Center, or Health Plan
E. Educational Organization (other than University or College)
F. International Center
G. Research Organization (other than International Center)
H. Voluntary Organization
I. Foundation
J. Hospital
N. Hispanic American College or University
Z. Other

11. If U.S. University, Host Country Institution

12. If obligated amount is in local currency, provide U.S. Dollar amount \$155,000

13.a. Negotiator (Last, First, MI)

Wendel, Dennis

13.b. Signature

[Signature]

14.a. Contract Officer (Last, First, MI)

Dean, Leslie A.

14.b. Signature

[Signature]

COPY OF AWARD DOCUMENT MUST BE ATTACHED TO THIS FORM

ACTION MEMORANDUM FOR THE DIRECTOR, USAID/SOUTH AFRICA

DATE: June 19, 1992

FROM: Harold Motshwane *H.M.* ARO

SUBJECT: COLD Project (674-0301); Community Law Center Agreement 674-0301-G-SS-2016-00

I. Problem: Your approval is required to obligate U.S. \$155,000 of FY1992 funds under the COLD Project (674-0301) through a grant agreement with the Community Law Center, which is physically located at the University of Western Cape, as described herein.

II. Authority: Pursuant to Redelelegation of Authority No. 452, the Director, USAID/SA, has authority to authorize and execute grants with indigenous non-governmental organizations (NGOs) in an amount not to exceed \$5 million.

III. Discussion: The purpose of this Agreement is to assist the Recipient in its efforts to develop and implement a regional program designed to empower disadvantaged South Africans through education about civil and human rights.

For many years, blacks in South Africa have been subjected to all types of abuses by the regime. Civil and political rights of blacks were not respected and the law was unequally applied and completely biased against blacks. At present, some political and legal changes are taking place. However, these changes can sometimes move very quickly to levels that are far beyond the understanding of people without formal or political education. The direct result of this lack of education and awareness is that most disadvantaged South Africans will not be able to follow and understand the effects and results of the legal, political, and social changes. They will not

The development of a human rights ethos is essential if true democracy is to take root in South Africa. The

the adoption and implementation of the proposed changes. Individuals should be able to operate from an informed base of and, therefore, are given serious consideration.

The specific objectives of this program are to:

- promote tolerance and respect for basic human rights;
- inform the general public about the responsibilities that accompany human rights;
- help foster a culture of respect for the law and a transformed justice system; and
- develop an understanding for the meaning of a Constitution and a Bill of Rights.

V. Issues: Through the development of this Agreement, the following issues have been identified and addressed as presented below:

A. Action Plan and Sectoral Strategy

This proposed Agreement was discussed and approved during the FY92 COLD/Human Rights Action Plan reviews. This activity is consistent with the COLD Project Paper and strategy, the Human Rights Action Plan and the Mission's policy to focus attention on democratization issues.

B. Financing Controlled by SAC

The HR office has evidence that the Sector is not "financially independent" as required by the Agreement. The HR office has requested that the SAC provide a financial review of the Sector's activities.

- 1. The SAC should provide a financial review of the Sector's activities to the Board of Trustees. The majority of the members are not connected to the University.

C. Retroactive Expenses

The subject organization submitted an application for funding to cover activities that were commencing on March 1, 1992.

Implementing its activities, which were planned in advance, it needed an indication from the HR office regarding funding. The Human Rights office made a non-binding verbal assurance, subject to the availability of funds and the results of the financial review being conducted.

Funding of eligible retroactive expenses incurred after March 1, 1992, is appropriate under these circumstances.

D. Total Obligations

The total estimated amount of the grant for the period March 1, 1992, to April 30, 1994 is US\$325,000. This Agreement obligates U.S.\$155,000 to the Community Law Center for the purpose of this Agreement. Additional funds up to the total amount of the Agreement shown above may be obligated by A.I.D. subject to the availability of funds, and to the requirements of Attachment 3, Provision 4, entitled "Revision of Grant Budget." This obligation will bring the total obligations under COLD to \$28,450,835 out of a total authorized level of \$65,000,000. The Agreement ending date of April 30, 1994, is well within the COLD expiration date of December 31, 1998.

E. Grantee's Illustrative Budget and Cost Negotiation

The HR office conducted verbal negotiations with the Community Law Center to establish its priorities for funding. Costing included examining the proposed salaries which, according to our consultations, are similar to that of equivalent positions in other non-governmental educational institutions. Travel costs are controlled by the acknowledgment of the Community Law Center that its policy will not exceed official USG rates. Other costs are considered reasonable and compare favorably with such costs at similar organizations. Based upon this review, the HR office determines that these costs are fair and reasonable.

F. Noncompetitive Justification

Although not a competitive process, the selection of the Community Law Center as the grantee for the proposed program is justified. The activity is "innovative" as it is one of the few human rights education activities being performed in the Western Hemisphere. The activity is also innovative, and proprietary and acceptance would be fair, reasonable, and would represent appropriate use of A.I.D. funds to support the activity.

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G. Technical, Management and Financial Management Capability

The organization possesses suitable technical capabilities to implement, manage and monitor the program. Human Rights' officers have been in close contact with the coordinator of the program (who has been managing a Human Rights Small Grant) and considers that he, as well as his staff, are technically qualified to manage the proposed program.

The HR office considers that the subject organization possesses suitable policies and practices to ensure adequate management of USAID funds supplied under this Agreement.

A financial review was conducted in August 1992 which certifies that the Recipient possesses adequate accounting systems to account for A.I.D. funds. In addition, the Agreement will be audited on an annual basis under the recipient audit program.

H. PVO Registration Determination - The Recipient does not qualify as a Private Voluntary Organization, as defined in A.I.D. Handbook 3, Appendix 4C and 88 State 356010, because it does not solicit or receive contributions from the general public and does not possess tax exempt status.

Standard Issues

1. Section 611(a) Requirements - Consistent with Section 611(a) of the FAA, adequate technical and financial planning underlies the proposed Agreement and reasonably firm cost estimates have been established. Such planning is evidenced by the Agreement program itself, as described in Attachment 2 of the proposed Agreement, which contains a detailed methodology for implementing Agreement activities and attaining specified Agreement outputs. The Illustrative Financial Plan is based on reasonably firm cost estimates for program activities.

2. Payment Verification Requirements - Payment verification requirements for the Recipient are satisfied by the Recipient's internal control system. The Recipient's internal control system is described in the attached document, "Internal Control System for the Proposed Agreement for annual audits of use of Agreement funds."

3. Recurrent Costs - Recipient financing of recurrent costs,

met through normal market channels. Recurrent cost assistance in such cases is justified under category 2 of USAID's Recurrent Cost Policy. The policy guidelines outlined in this policy document have been taken into Agreement.

4. Selection of Grant as Assistance Instrument - It is the determination of the Human Rights office that, in accordance with Handbook 17, Chapter 6, a grant is the most appropriate assistance instrument because the Recipient is not procuring goods or services and does not require a substantial degree of operational control or involvement in project implementation. The attached document is, in form and substance, a grant as defined by A.I.D.

5. Travel Policies - The Recipient will provide for USAID approval its travel and per diem policy for travel not to exceed US Government rates. In the case that the Recipient does not establish a travel and per diem policy, the prevailing U.S. Government rates shall apply.

V. Recommendation: It is recommended that, pursuant to your authority under Redelegation of Authority No. 452, you: (1) approve noncompetitive selection in accordance with the justification provided above; (2) authorize the proposed Agreement to the Community Law Center by signing below; and (3) execute said Agreement, as attached, by signing on the appropriate page and line as indicated.

Approved: Leslie A. Dean
Leslie A. Dean
Director, USAID/SA

Disapproved: _____

Date August 13, 1992

Drafted: HRO: ^{am} HMOtshwane/^{huf} LCOrenado

Clearance:

JAddleton: PEM (off)
[Faint illegible text]

#1927B

UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT

USAID/SOUTH AFRICA



Tel: (012) 211-245

P.O. Box 1882
Pretoria 0001

Fax: (012) 211-287

August 13, 1992

Mr. Peter Volmink
Community Law Center
University of the Western Cape
Private Bag X17
Bellville 7535

Subject: Agreement No: 674-0301-G-SS-2016-00
Community Outreach and Leadership
Development Project

Community Law Center - OWC

Dear Mr. Volmink:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, and the Comprehensive Anti-Apartheid Act of 1986, as amended, the Agency for International Development (hereinafter "USAID") hereby enters into this Agreement with the Community Law Center (hereinafter the "Recipient") and obligates the sum of \$155,000 to provide support for a program described in Attachment No. 2, entitled "Program Description," of this Agreement.

This Agreement is entered into with the Recipient on condition that the Recipient shall comply with all the terms and conditions of the Agreement, including but not limited to the terms and conditions of the Agreement, and shall be held liable for the full amount of the Agreement.

This Agreement is entered into with the Recipient on condition

provisions, Attachment 4, "Disbursement of and Accounting for Agreement Funds," Attachment 5, "A.I.D. Geographic Code List," and Attachment 6, "Guidelines for Financial Audits Contracted by Recipient." This Agreement is subject to the provisions of the Agreement.

BEST AVAILABLE COPY

Please sign the original and one (1) copy of this letter and then return the original to USAID/Pretoria.

Sincerely,

Leslie A. Dean
Leslie A. Dean
Director

ACKNOWLEDGED AND ACCEPTED

By: _____

Title: _____

For: _____

Date: _____

Attachments:

1. Schedule
2. Program Description
3. Standard Provisions and Optional Provisions as applicable
4. Department of Land Accounting for Agreement Funds
5. [unclear]
6. [unclear]



FISCAL DATA:

Grantee Name: Community Law Center

Agreement No: 674-0301-G-SS-2016-00

Appropriation: 72-112/31014

BPC: GSS2-92-21674-KG13

Reservation Control No.: B920069

Amount: \$155,000

du FUNDS AVAILABLE *08/11*

Drafted: HRO: HMots *HW* / LC *W* / Donado

Cleared: JAddleton, PRM *(A)*

CMango *(A)* Chief, OPMD

GHensley, CONT *(A)* *cut*

DKeene, RLA *(A)*

JWeber, ADIR *(A)*

ADIR

BEST AVAILABLE COPY

FISCAL DATA:

Grantee Name:

Agreement No: 674-0301-6-55-2016-00

Appropriation: 72-112/31014

BPC: 6552-92-21674-KG 13

Reservation Control No.: 8920069

Amount: \$155,000

Funds Available: Lorraine Kew, CONT

Drafted: HRO: HMotshwane/LCoronado
Cleared: LCoronado, HRO
JAddleton, PRM
CMango, PDO
DRathbun, SPDC
GHensley, CONT
DKeene, RLA
JWeber, ADIR

ATTACHMENT 1

SCHEDULE

I. OVERVIEW OF AGREEMENT

The purpose of this Agreement is to provide assistance to the Recipient to develop and implement a regional program designed to empower disadvantaged South Africans through education about civil and human rights.

II. PERIOD OF AGREEMENT

The effective date of this Agreement is the date the cover letter is signed by an authorized USAID representative. However eligible costs incurred on or after March 1, 1992, are covered under this Agreement. Unless otherwise agreed to by USAID in writing, the expiration date is April 30, 1994, meaning that no USAID funds under this Agreement shall be applicable to goods not furnished or services not performed for the program by this date.

III. AGREEMENT FUNDING AND PAYMENT

A. The total estimated amount of this grant for the period shown in section II above is US\$325,000.

The grant funds are to be used for the program activities obligated by A.I.I.I. Subject to the availability of funds, and to the requirements of Attachment 3, Provision 4, entitled "Revision of Grant Budget."

The grant funds are to be used for the program activities for in Attachment 4, "Disbursement and Accounting for Agreement Funds."

IV. FINANCIAL PLAN

A. Illustrative Financial Plan

The Illustrative Financial Plan for this Agreement is set forth in Table I below. Revisions of this

Plan shall be made in accordance with Standard Provision 4 of this Agreement, located in Attachment 3 and entitled "Revision of Grant Budget." The Recipient is authorized a 15% deviation between line items, provided that USAID is notified in writing of such budget changes in the Recipient's following Disbursement Report. However, any deviation in excess of 15%, or any increase in the total Grant, must be approved in advance in writing by the Director, USAID/South Africa.

Table I
SAR

<u>Item</u>	<u>Total</u>
	1992-94
Salaries	153,000
Capital Costs	81,000
Other Direct Costs	574,000
Indirect Costs	<u>37,000</u>
Total	845,000

B. Level of Assistance

The total Rand amount in the Illustrative Financial Plan (Table I above) is the maximum Rand available under this Agreement. The conversion rate from U.S. dollars will be the prevailing rate at the time of conversion.

Notwithstanding the above, in no event will the total Rand amount provided to the Recipient under the Agreement exceed the obligated dollar amount provided for in Section III above.

dollar amount into Rands may exceed the Rand Budget. South African Rands available under any individual line item may be used for program expenses, it may submit to USAID a written proposal for use of such funds. If USAID is in agreement with the Recipient's proposal, the Agreement may be modified to provide for the authorized expenditures. USAID reserves the right to deobligate any dollars in excess of those needed to fund the authorized expenditures, should changes in the exchange rate result in fewer South African Rands being available than budgeted for, the Recipient will be responsible for financing the shortfall since the U.S. dollar amount prevails.

V. REPORTING

The Recipient will submit semi-annual progress reports on activities funded and general performance under the Agreement. The semi-annual reports should include a brief description of program accomplishments during the preceding six months and a discussion of any problems encountered and how they were resolved.

The Recipient will also submit a final report on all activities financed by the Agreement. The content and format of the final report will be agreed upon by USAID and the Recipient at a later date.

VI. OVERHEAD RATE

Not Applicable.

VII. TITLE OF PROPERTY

Title to all property purchased under this Agreement shall vest in the Recipient in accordance with the terms of Attachment 3, Additional Standard Provision 18, entitled "Title to and Use of Property."

VIII. AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for all procurement with A.I.D. funds under the Agreement is the United States, the Republic of South Africa and countries included in A.I.D. Geographic Code 935, meaning that all goods and services financed by this Agreement shall have, with respect to procurement, the same geographic restrictions as those applicable to procurement financed by A.I.D. funds under the Agreement. The countries included in A.I.D. Geographic Code 935. Please refer to Attachment 5 for a list of countries included in Code 935.

IX. LOCAL COST FINANCING

Local cost financing shall be used for the entire amount obligated under this Agreement.

1. Scope: This provision is applicable to the extent that local cost financing is otherwise authorized by the Agreement. It does not require procurement in South Africa where off-shore procurement could otherwise occur.

2. Policy: In the procurement of goods and services in South Africa, the Recipient shall, to the maximum extent practicable, award contracts to individuals who or organizations which are disadvantaged by apartheid and are responsive and appropriate providers of goods and services.

3. Definitions: Individuals and organizations disadvantaged by apartheid shall mean: (1) South African individuals of black, "colored" or Asian descent whose principal place of business is in the Republic of South Africa; and (2) private partnerships or commercial firms which are incorporated in or organized under the laws of the Republic of South Africa, whose principal place of business is in the Republic of South Africa, and which are more than 50 percent beneficially owned by South African persons of black, "colored" or Asian descent. The Republic of South Africa includes the so-called "independent" and "self-governing" homelands.

B. Competition: Except as otherwise provided in Sub-Section A. above, all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, free and open competition.

C. Staff Recruitment: The Recipient agrees that all staff recruitment for positions funded by USAID will be carried out through an appropriate competitive process and that salary levels will be in accordance with community and professional standards.

D. Travel and Per diem: The Recipient will provide for USAID approval a copy of its travel and per diem policy covering both domestic and international travel for its staff and for program participants not to exceed U.S. Government rates. The Recipient shall not use funds for travel or per diem for any individual who is not a U.S. citizen or a permanent resident of the United States.

E. Political Affiliation: The Recipient agrees that programs funded under this Agreement will be made available to individuals and groups regardless of their political beliefs or affiliations. The Recipient shall

not discriminate on the basis of race, sex, or political philosophy. The Recipient shall periodically

XI. STANDARD PROVISIONS

The Standard Provisions applicable to this Agreement are contained in Attachment 3 entitled "Standard Provisions."

ATTACHMENT 2

PROGRAM DESCRIPTION

I. PURPOSE

The purpose of this Agreement is to assist the Recipient to develop and implement a regional program designed to empower disadvantaged South Africans through education about civil and human rights.

II. BACKGROUND

The majority of South Africans have had little opportunity to participate and communicate in the structure of their society, much less play an active role in its government. As a direct result, ordinary person, no matter what their previous racial classification were, have a very limited understanding of the purpose of a Constitution and Bill of Rights within a democratic society, much less the practical applications of these principles in daily life. The adoption of a Bill of Rights does not automatically include acceptance and adoption of the underlying values by the average citizen.

Throughout South Africa, respect for the law and a just, humane legal system must be re-established to ensure the success of a peaceful and non-violent society. Individuals have to be educated on the duties of citizenship, including the right to participate and participate in a democratic government.

South Africa is in the throes of social and political change. The majority of disadvantaged South Africans will not be able to keep pace with most of these changes. They need to be informed about the movement towards a nonracial democracy so that

1. To inform the general public about the responsibilities that accompany human rights.
2. To inform the general public about the responsibilities that accompany human rights.
3. To help foster a culture of respect for the law and a transformed justice system.
4. To develop understanding of the meaning of a Constitution and Bill of Rights.

B. GOALS

1. To conduct primary and secondary research about the general populace's awareness and understanding of human rights.
2. To produce user-friendly instructional materials about basic human rights and the corresponding obligations for use in schools and communities.
3. To disseminate these materials to community centers.

C. IMPLEMENTATION

The development of a human rights ethos is essential if true democracy is to take root in South Africa. The implementation of this human rights education program can (and must) be undertaken immediately to ensure that, as far as possible, the people are at the center of the process during the adoption and implementation of a Bill of Rights. Individuals should be able to operate from an informed base of personal information so that their opinions and experiences are given serious consideration. Though a democratic Constitution and Bill of Rights have their roles, the main way in which people alter their consciousness is by doing, practicing and educating, and nowhere is this more evident than in the process of building a fair justice system. Until formal adoption of a new South African Bill of Rights, the program will follow the principles of human rights education as outlined in the attached document. This program will be implemented in a way that addresses the human rights aspect of daily life.

The Street Law program of the Community Law Centre, seeks to promote a culture of respect for rights and responsibilities

specifically, the Street Law program covers issues such as

of adults and juveniles within the existing justice system.

In the past, the Street Law program has used innovative teaching methods in school classrooms to educate the students about their rights under the present law. Such methods include role plays, debates, street theater, and mock trials. Through the Street Law program, students have been permitted to play an active role in the educational process for the very first time.

(iii). Billboards, Flyers and Posters and Bumper Stickers - Six (6) roadside billboards in the Western Cape will display the message of human awareness for a three month period to begin December 1, 1991. Additionally, posters, bumper stickers and hand flyers will also be distributed throughout the region.

(iv). Newspaper Advertisements - Local dailies and national weeklies will carry advertisements spreading awareness of human rights, as well as promotional advertisements for upcoming festivals, workshops and programs.

(v). Radio Announcements - As freedom of the media expands in the next year, Street Law will take advantage of this increasing area of expression through entertaining and provocative radio announcements. These announcements will encourage the average listener to investigate and broaden their understanding of human rights through personal contact with other Street Law programs.

2. Rural Areas Outreach Program

Many rural areas and squatter communities are "forgotten pockets" of the South African society. Normally inaccessible through the channels of recognized forms of media utilized by advertising campaigns, members of these communities are the very reason the Street Law program is expanding its existing

workshops. As these people become more familiar with their rights under the law, innovative human rights programs will be implemented. The staff of the program has targeted specific areas in the Western Cape and is adapting existing educational

people about their rights.

Street Law has discovered that individuals learn much more readily when they are encouraged to participate creatively in the educational process. Unfortunately, many talented South Africans have been denied the freedom to express themselves in the classroom and in adult life. However, as a result of the lifting of cultural bans and restrictions, a new atmosphere of cultural and artistic freedom is flourishing, especially in the Western Cape region. Street Law seeks to challenge these budding talents to make artistic contributions towards the promotion of a better understanding of human rights through cultural awareness.

4. Research and Publications Center

The creation and refinement of dynamic mechanisms for instruction and teaching of the layperson will continue only if the facilitators of the Street Law program are actively engaged in the research and publication of new developments in the human rights arena. Because of the importance of the linkage between this area of the program and all other sub-programs, a resource library is vital to the effective operation of Street Law. Standard human rights texts, statutes, law reports, and international and local human rights journals and video tapes will be acquired for a resource center. Street Law program's facilitators will then translate this information into simple "street language." These materials will ensure that even individuals with minimal formal education will be able to read and understand basic concepts of human rights.

5. Human Rights Camp for 1993

Most South African students rarely have the opportunity to interact with peers from different backgrounds and communities in either educational or social settings. However, in anticipation of the integration of South African schools (and communities), Street Law seeks to encourage cooperation and understanding of different cultures and personalities outside of the formal infrastructure of the educational system.

As young people tend to relate more easily in a relaxed environment, Street Law plans to hold a Human Rights Camp during the summer months. The camp will be held on a Sunday afternoon and will be held at a regional park or recreational area. Approximately fifty to sixty students will be selected after an intensive application and interview process is performed. The participants will come from a broad cross-section of the South African population. Street Law interns will act as facilitators and will be responsible for the development of "Youth and the Law." Campers will participate in a variety of role-playing activities, skits, group discussions, athletic games and informal rap sessions structured around the topics of juvenile justice, children's rights, the right to education and other relevant issues. Handbooks, materials and T-shirts will be distributed to each camper. Transportation, accommodation and meals will be provided by the Street Law program.

V. BUDGET

The attached detailed budget supports the binding Financial Plan found in Attachment 1.

DETAILED BUDGET
SAR

<u>Item</u>	<u>Total</u>
	1991-94
1. <u>Salaries</u>	
Program Director	98,000
Secretary/Assistant	<u>55,000</u>
	<u>153,000</u>
2. <u>Capital Costs</u>	
Laptop computer	10,000
Camera and attachments	6,000
Photocopy machine	20,000
PC and Printer (for office)	10,000
Typewriter	1,000
Overhead Projector	5,000
Video camera	10,000
Fax machine	4,000
Office furniture	<u>10,000</u>
	<u>81,000</u>
3. <u>Other Indirect Costs</u>	
Office supplies	10,000
Telephone, fax, utilities	17,000
Audit Fees	<u>10,000</u>
	<u>37,000</u>
4. <u>Other Direct Costs</u>	
Publications and Research	50,000
Newsletters	36,000
Advertising Campaign (billboards, posters, bumper stickers, t-shirts, post-cards and radio announcements)	284,300
Artistic and Cultural Awareness Campaign	128,200
Juvenile Justice Rights Campaign	15,000
Rural Areas Outreach Program	29,500
Human Rights camp	<u>31,000</u>
	<u>574,000</u>
TOTAL	<u>845,000</u>