



United States Agency for International Development

Contract Information Management System (CIMS)

DIRECT ACTION DATA FORM FOR GRANTS & COOPERATIVE AGREEMENTS

10/11

1. Basic Award Number 647-0305-G-SS-2103-00	
2. Recipient Name Lawyers for Human Rights	
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 establish a Mobile Legal Clinic to assist communities of the Karoo area by providing regular and quasi-legal services as well as ongoing legal and human right education.	
4. Principal Place of Performance South Africa	5. Benefiting Country South Africa
6. Project Officer AUG 12 1993 Office Symbol: Human Rights Name (Last, First): section Coronado, Louis	
7. Grant Agreement Type <input type="checkbox"/> A. Disaster Assistance <input type="checkbox"/> B. American Schools & Hospitals Abroad (ASHA) <input checked="" type="checkbox"/> C. Other Than Those Listed Above <input type="checkbox"/> D. Title XII Authority	8. Basic Purpose <input checked="" type="checkbox"/> A. Tech. Services to Host Country <input type="checkbox"/> B. Commodities <input type="checkbox"/> C. Train. Services to Host Country <input type="checkbox"/> D. Research <input type="checkbox"/> E. Arch. & Engineering Services <input type="checkbox"/> F. Construction
7a. Extent Competed <input type="checkbox"/> E. Competed by the Technical Office <input checked="" type="checkbox"/> F. Competed by the Contracting Office <input type="checkbox"/> G. Not competed (unsolicited proposal) <input type="checkbox"/> H. Not competed (predominant capability, etc.)	9. Taxpayer Identification Number
10. Business Organization Type <input type="checkbox"/> A. Corporation <input type="checkbox"/> B. Individual <input type="checkbox"/> C. University or College <input type="checkbox"/> D. Historically Black College or University <input type="checkbox"/> E. Educational Organization (other than University or College) <input type="checkbox"/> F. International Center <input type="checkbox"/> G. Research Organization (other than International Center) <input checked="" type="checkbox"/> H. Voluntary Organization <input type="checkbox"/> I. Foundation <input type="checkbox"/> J. Hospital <input type="checkbox"/> N. Hispanic American College or University <input type="checkbox"/> Z. Other	
11. If U.S. University, Host Country Institution	
12. If obligated amount is in local currency, provide U.S. Dollar amount \$100,000	
13.a. Negotiator (Last, First, MI) Coronado, Louis	13.b. Signature
14.a. Contract Officer (Last, First, MI) Leslie, Dean A.	14.b. Signature

COPY OF AWARD DOCUMENT MUST BE ATTACHED TO THIS FORM

ACTION MEMORANDUM FOR THE DIRECTOR, USAID/SOUTH AFRICA

DATE: August 24, 1992
FROM: Daniel Rathbun, General Development Office
SUBJECT: South Africa Human Rights Project (674-0305);
Lawyers for Human Rights (LHR) (Mobile Law Clinic);
Agreement No. 674-0305-G-SS-2103-00

I. PROBLEM

Your approval is required to obligate U.S. \$100,000 of FY1992 funds under the Human Rights Project through a Grant Agreement with the Lawyers for Human Rights (LHR), as described herein.

II. AUTHORITY

Pursuant to Redelegation 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 \$5.0 million per grant.

III. DISCUSSION

The purpose of this Agreement is to support LHR's efforts to provide legal assistance and human rights education to the rural population of the Karoo area through a Mobile Legal Clinic system.

LHR is considered one of the most effective, politically neutral human rights organizations operating in South Africa today. Through its efforts to stop human rights abuses and promote due process and the rule of law, LHR has developed a broad and clear understanding of the many serious problem areas in the justice system.

LHR has been operating the Karoo Law Clinic for about three years. This Law Clinic is located in Colesberg. During this period, this clinic has made a considerable impact on the human rights violations perpetrated in that portion of the Great Karoo Region. It can be said that for the first time in their lives, indigent people in that region were given access to the South African legal system. Up to now, the Karoo Law Clinic concentrated primarily in Colesberg, with attention to outlying areas being given on an ad hoc unstructured basis. However, during the operation of the clinic it has become clear that there exists an urgent need to extend and strengthen regular LHR's services to all areas of the Karoo. This need has repeatedly been expressed by para-legals and communities in those areas. LHR considers that the best way to satisfy this need is to make use of a mobile clinic,

visiting the areas on a regular basis. This clinic would assist the communities by providing regular legal and quasi-legal services as well as ongoing legal and human rights education.

The clinic would also assist local para-legals and Advice Offices working in those communities by providing moral support, in-service training in legal and quasi-legal skills and legal education input. This activity would be done in a way which enhances the skills, responsibility and confidence of those rural workers.

The area to be covered by this clinic would initially include Burgersdorp, Alival North, Hofmeyer, Steynsberg, Middelburg, Noupoort, Hanover, Richmond, Murraysburg, Victoria West, De Aar, Philipstown, Petrusville, Carnavon and Loxton. LHR intends in the near future to expand this area of operation to include the entire Karoo region. With this in mind, the initial operation of the mobile clinic can also serve as a pilot venture for a complete network of local services in the Karoo and elsewhere.

The GDO considers this initiative as an extremely important pilot project. This assertion is based upon the fact that most of the 10,000 lawyers practicing in South Africa are primarily situated in the city areas and that the vast majority of the population, particularly those in rural areas, have little or no access to the legal system. The potential of mobile clinics as a means of addressing this problem is promising.

IV. 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 not specifically discussed during the FY92 Human Rights Office Action Plan. However, the activity in this Agreement falls under the priority activities defined in the HR legislation contained in sections 116 and 117 of the FAA of 1961.

B. Total Obligations - This Agreement obligates U.S. \$100,000 to LHR, which brings total FY92 obligations under the Human Rights Project to \$4,454,050.

C. Grantee's Illustrative Budget and Cost Negotiation - The GDO conducted verbal negotiations with Lawyers for Human Rights to establish its priorities for funding. Costing included examining the proposed salaries which, according to our consultations, are similar to those of equivalent positions in other human rights organizations. Travel costs are controlled by the acknowledgment of LHR that rates under its policy will not exceed official USG rates.

D. Noncompetitive Justification - Although competition is to be encouraged in the award of grants and cooperative agreements to NGOs (Handbook 13, Chapter 2B), Chapter 2B3a permits exceptions to competition where the proposal "is not solicited by A.I.D." and where the proposal is "unique, innovative, or proprietary and acceptance would be fair, reasonable, and would represent appropriate use of A.I.D. funds to support or stimulate a public purpose." LHR has submitted an unsolicited proposal, and it is the determination of the GDO that the activity is "unique and extremely innovative" in that it offers a new approach to provide the much needed legal and human rights assistance to rural, indigent people of an important area of the country.

Because this activity is consistent with USAID program objectives and is so unique and innovative, acceptance of the LHR proposal would be fair and reasonable and would represent an appropriate use of USAID funds.

E. Technical and Management Capability - It is the GDO's opinion that the subject organization possesses suitable policies and practices to ensure adequate management of USAID funds supplied under this Agreement. This determination is based on numerous discussions with the LHR's National Director as well as on LHR's excellent performance under previous and ongoing Agreements with USAID.

F. Financial Management Capability - A financial review of LHR's financial management systems was conducted in 1989 which certified that the Recipient possessed adequate accounting systems, books and records for the administration of an Agreement with USAID. Based on this and LHR's more than adequate financial management performance under other existing Agreements with USAID, it is the opinion of the GDO that LHR continues to possess adequate financial management capability.

G. 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 the organization does not have tax exempt status under South African law and does not solicit or receive contributions from the general public.

H. Standard Issues

1. Section 611(a) Requirements - Consistent with Section 611(a) of the FAA, adequate technical and financial planning underlie 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: (a) the specification of financial management and reporting procedures in the attached Agreement; (b) the fact that under LHR's other Agreements with USAID their level of financial reporting is very professional and, as a result, they are not required to send backup documentation when submitting requests for reimbursement; and (c) provision in the proposed Agreement for annual audits of use of Agreement funds.

3. Recurrent Costs - Donor financing of recurrent costs, such as salaries, allows the Recipient to provide an essential service that is unmet by the public sector and, due to the limited income of the beneficiaries, cannot be met through normal market channels. Recurrent cost assistance in such cases is justified under category 2 of USAID's Recurrent Cost Policy. The "design considerations" outlined in this policy document have been taken into consideration in the design and negotiation of this Agreement.

4. Selection of a Grant as the Assistance Instrument - It is the determination of the GDO that, in accordance with Handbook 13, Chapter 6, a grant is the appropriate assistance mode to be utilized, as A.I.D. 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 U.S. 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 Redefinition of Authority No. 452, you: (1) approve noncompetitive selection in accordance with the justification provided above; (2) authorize the proposed Agreement to the Lawyers for Human Rights, by signing below; and (3) execute said Agreement, as attached, by signing on the appropriate page and line as indicated.

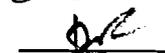
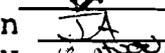
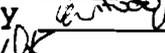
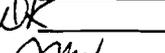
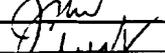
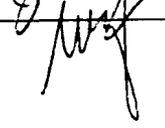
Approved: _____

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

Disapproved: _____

Date: 9/14/92

Drafted: HRO: LCoronado 

Cleared: GDO: DRathbun  date 8/28/92
SPO: JAddleton  date 8/31/92
CONT: GHensley  date 9/2/92
RLA: DKeene  date 9/3/92
AD: JWeber  date 9/11/92
WFord DD  date 9/11/92

UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT
USAID/South Africa

USAID/South Africa
P.O. Box 1882
Pretoria 0001

Tel: (012) 211-245
Fax: (012) 211-287

Mr. Brian Currin
Lawyers for Human Rights
713 Van Erkom Building
Pretorius Street
PRETORIA 0002

Subject: South Africa Project Agreement with
Lawyers for Human Rights - Agreement No. 674-0305-G-
SS-2103-00 (Karoo Mobile Law Clinic)

Dear Mr. Currin:

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 Lawyers for Human Rights (hereinafter "Lawyers for Human Rights" or the "Recipient") and obligates the sum of \$100,000 to provide support for a program described in Attachment 1, entitled "Schedule," and Attachment 2, entitled "Program Description," of this Agreement.

This Agreement is effective and obligation is made as of the date this letter is signed by an authorized USAID representative. The Agreement and obligation shall apply to commitments made by the Recipient in furtherance of program objectives during the period beginning on the effective date of this letter and ending December 31, 1993.

This Agreement is entered into with the Recipient on the condition that the funds will be administered in accordance with the terms and conditions set forth in Attachment 1, "Schedule," Attachment 2, "Program Description," Attachment 3, "Standard Provisions," Attachment 4, "Disbursement of and Accounting for Agreement Funds," Attachment 5, "A.I.D. Geographic Code 935 List," and Attachment 6, "Guidelines for

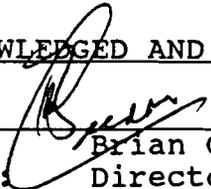
agreed to by your organization, constitute the Agreement.
Please sign the original and one (1) copy of this letter and
then return the original to USAID/Pretoria.

Sincerely,



Leslie A. Dean
Director

ACKNOWLEDGED AND ACCEPTED



By: Brian Currin
Title: Director, Lawyers for Human Rights
Date: 21.9.92.

Attachments:

1. Schedule
2. ~~Program Description~~
3. Standard Provisions and Additional Provisions as
Applicable
4. Disbursement of and Accounting for Agreement Funds
5. A.I.D. Geographic Code 935 List
6. Guidelines for Financial Audits Contracted for by Foreign
Recipients

ATTACHMENT 1
SCHEDULE

I. OVERVIEW OF AGREEMENT

The purpose of this agreement is to provide support to Lawyers for Human Rights for its efforts to create a Mobile Law Clinic in the Karoo Region. This Law Clinic would assist the communities of this area by providing regular legal and quasi-legal services as well as ongoing legal and human rights education.

II. PERIOD OF AGREEMENT

The effective date of this Agreement is the date the cover letter is signed by an authorized USAID representative. Unless otherwise agreed to by USAID in writing, the expiration date is December 31, 1993, 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. A.I.D. hereby obligates the amount of U.S. \$100,000 for eligible program expenditures under this Agreement.~~

B. Payment shall be made to the Recipient in accordance with procedures set forth in Attachment 3 - Additional Standard Provision 1, entitled "Payment - Periodic Advance," and as provided for in Attachment 4, "Disbursement of and Accounting for Agreement Funds."

IV. FINANCIAL PLAN

A. Illustrative Financial Plan

The Illustrative Financial Plan for this Agreement is set forth in Table 1 below. Revisions of this Plan shall be made in accordance with Mandatory 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 1

Illustrative Financial Plan
SAR (000s)

<u>Item</u>	<u>Total</u>
Salaries (Director, field-workers, secretary)	160,000
Travel and per diem (Director, Field-workers)	20,000
Capital expenditures (computer, furniture, photocopier)	35,000
Conferences and meetings	10,000
Rent, utilities	14,400
Mobile Law Clinic Litigation Trust Fund	20,600
Audit	<u>5,000</u>
	<u>Total</u> 265,000

B. Level of Assistance

The total Rand amount in the Illustrative Financial Plan (Table 1) above is the maximum Rand amount available under this Agreement. The conversion rate from U.S. Dollars will be the prevailing rate at the time of conversion as determined by the Controller, USAID/South Africa. To determine the U.S. Dollar amount of the Agreement, an exchange rate of R2.65 to one (1) U.S. Dollar will be used. 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.

Due to exchange rate fluctuations, the total amount of Rands available after converting the total obligated Dollar amount into Rands may exceed the Rand Budget. If the Recipient desires to use such excess Rands to finance additional eligible program expenses, it may submit to USAID a written proposal for use of such funds. If USAID is in agreement with the Recipients'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 Rand Budget. However, 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 written semi-annual progress reports to USAID 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 written 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 TO 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 goods, their source and origin and, with respect to the suppliers of services, their nationality in the United States, the Republic of South Africa or in other 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

It is hereby specified that the amount of U.S. Dollars authorized to be used for local cost financing is the entire amount obligated under this Agreement.

X. SPECIAL PROVISIONS

A. Procurement

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 offshore 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. In the event the Recipient does not establish a policy, U.S. Government regulations governing travel and per diem shall apply.

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 in its hiring practices or in the provision of its services against individuals or organizations who associate themselves with any particular political philosophy. The Recipient shall periodically review the level of actual provision of its services to assure that persons or organizations sympathetic to certain political groupings or philosophies are not intentionally excluded from activities financed by USAID.

12

XI. STANDARD PROVISIONS

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

ATTACHMENT 2

PROGRAM DESCRIPTION

I. SUMMARY

The purpose of this Agreement is to support the program of Lawyers for Human Rights to establish a Mobile Legal Clinic to assist the communities of the Karoo area by providing regular legal and quasi-legal services as well as ongoing legal and human rights education. The clinic will assist local para-legals and Advice Offices working in those communities by providing in-service training in legal and quasi-legal skills and legal education input. This will be done in a way to enhance the skills and confidence of the rural workers. This Agreement obligates U.S. \$100,000 to LHR to pursue the purpose described above.

II. BACKGROUND

LHR is considered one of the most effective, politically neutral human rights organizations operating in South Africa today. Through its day-to-day efforts to curb human rights abuses and to promote due process and the rule of law, LHR has developed a broad, but clear understanding of the many serious problem areas in the justice system. This knowledge has been acquired by direct hands-on experience with the justice system at both the local and national levels. Also contributing to this practical knowledge are a series of projects focused on actual cases, rather than on abstract research.

USAID has been funding LHR since the mid-1980s, when the organization was just becoming established. Today LHR employs over 70 professional staff in fourteen regional offices. LHR has received USAID's support under both the Community Outreach and Leadership Development and Human Rights programs. USAID funding has supported, inter alia, programs in law reform, human rights education and training and placement for black law graduates. In addition, USAID has helped fund the national directorate as well as the regional offices and recently helped LHR set up a litigation trust.

The Karoo Legal Clinic has been operative for about three years and during that period has made a considerable impact on

the hitherto human rights violations perpetrated in the Great Karoo area. It is proper to say that for the first time in their lives, indigent people have been given access to the South African legal system. Up to now, the Karoo Law Clinic has concentrated primarily in Colesberg, with attention to outlying areas being given on an ad hoc unstructured basis. However, during the operation of the clinic it has become clear that there exists an urgent need to extend and deepen LHR's regular services to all areas of the Karoo. This need has repeatedly been expressed by para-legals and communities in those areas. LHR considers that the best way to satisfy this need would be to make use of a mobile clinic, visiting the areas on a regular basis. In-depth discussions in connection with the Mobile Clinic have been held with certain organizations and founders working in the Karoo region. The response has thus far been overwhelmingly positive. It has often been remarked that the mobile unit could be the starting point of a network of legal and educational services in rural areas.

III. PROBLEM

The continuous human rights violations in rural areas of South Africa and especially in the Great Karoo region, constitute a major preoccupation for the communities suffering from this situation and for the organizations providing services to this vast segment of the South African population. Most of the people in these rural areas do not have enough economic means to access lawyers or to pay for legal services. This situation is exacerbated in those cases where the person who suffers human rights violations is indigent.

IV. PURPOSE

The purpose of this Agreement is to support the program of Lawyers for Human Rights to establish a Mobile Legal Clinic to assist the communities by providing regular legal and quasi-legal services as well as ongoing legal and human rights education.

The clinic will assist local para-legals and Advice Offices working in those communities by providing in-service training in legal and quasi-legal skills and legal education input. This will be done in a way to enhance the skills and confidence of the rural workers.

V. PROGRAM DESCRIPTION

The area to be covered by the mobile clinic will initially include Burgersdorp, Aliwal North, Hofmeyer, Steynsburg, Middelburg, Nouport, Hanover, Richmond, Murraysburg, Victoria West, De Aar, Philipstown, Petrusville, Carnavon and Loxton. LHR believes that this area of operation could eventually be expanded to include the entire Karoo region. With this in mind, the initial operation of the mobile clinic can also serve as a pilot venture for a complete network of local services in the Karoo and elsewhere.

The GDO believes that this initiative could be an exciting and extremely important pilot project. This assertion is based on the fact that most of the 10,000 lawyers in South Africa are primarily situated in the city areas and that the vast majority of the population, particularly those in rural areas, have little or no access to the legal system.

It is envisaged that the mobile clinic will work as follows:

1. a) The Karoo Law Clinic (KLC) will serve as a base for the Mobile Clinic. The Mobile Clinic will use KLC premises, including the KLC telephone, word-processor, fax and vehicle. However, no USAID funds will be used to purchase vehicles.
 - b) The operation will initially be coordinated by Antony Osler of KLC. The coordinator's role will be to oversee the operation of the Mobile Clinic generally, to meet regularly with the field-workers and supervise their work, and to travel on Mobile Clinic business as the need arises.
 - c) Liziwe Rasmete, receptionist at KLC, will also serve as receptionist for the Mobile Clinic, assist the coordinator with administrative functions, take charge of the filing system and financial administration and perform typing duties where necessary.
 - d) Oupa Mpekula, a para-legal at the Law Clinic, will take charge of KLC in Colesberg, while Charles Mayaba will work primarily as a field-worker in the Mobile Clinic.
 - e) The mobile clinic will employ a second field-worker to increase the range of the circuits. Such a person should preferably be fluent in Afrikaans to effectively operate in the predominantly Afrikaans-speaking communities of the Karoo. Although this may be a suitable position for a qualified attorney, it has been decided, for financial reasons, to begin by employing an Afrikaans-speaking para-legal with a driving license.
2. a) Circuits in the Karoo region will be set up in such a way that each area can be visited at least once a month. To begin with, it has been estimated that two days on circuit will require three days follow-up work at the Law Clinic.
 - b) Dates, times and venues are arranged with representatives from each community so that the Mobile Clinic field-worker can do his/her work in a disciplined and efficient way.

- c) The Mobile Law Clinic will contact all sections of a community so that its service is available to both African and 'colored' communities. If possible, this opportunity should be used to encourage unity between different communities within an area, for instance, by insisting on a single consultation in a given area for all residential groups.
- 3.
- a) The field-worker will visit the communities within a particular circuit at the time and place arranged.
 - b) The local para-legal or advice office should have prepared the cases for the Mobile Clinic so that the field-worker is presented with a basic statement and necessary information on each case. Where necessary, the client/s involved should also be present.
- 4.
- a) The field-worker will attend to the matter and as far as possible leave the matter in the hands of the local para-legal and his client (depending on the skills and confidence of the para-legal and other circumstances).
 - b) For matters that are more intricate, the field-worker will make his/her own local representations and/or bring the case back to the base at KLC. At KLC, he/she will attend to any follow-up work on the cases, liaising constantly with local para-legals in areas where the cases arose.
 - c) Cases that need legal advice from a specialist (litigation or high-profile representations) can be passed on to Antony Osler in the KLC. He will attend to these matters either himself or in conjunction with an attorney.
 - d) There are a number of possibilities in respect of the back-up attorney - the LHR will probably be able to assist in certain instances (although they generally only do civil work and do not often venture so far into the interior). There are rural law firms which have indicated that they would be prepared to take cases (for a fee and probably not any high-profile political cases). Urban firms which do public interest work may be prepared to take certain cases or even second an attorney to the Karoo circuit from time to time (here, too, it will probably be necessary to pay some kind of fee or retainer). There are also a dwindling number of funding sources for legal cases which can be approached in specific instances.

In short, there are many possibilities but also some limitations. In principle, though, the Mobile Clinic should have its own Litigation Trust Fund budget to enable it to function fully.

5. The field-worker will meet with the coordinator on return from each circuit to discuss matters arising out of the circuit, attend to cases and supervise field reports.
6. The field-worker will keep a detailed schedule of his/her work and report back to the coordinator at KLC.
7.
 - a) The Mobile Clinic will need its own transport for which the field-workers will be responsible: initially one vehicle will be purchased and be used in conjunction with the KLC vehicle. However, no USAID funds will be used for this purpose.
 - b) In addition, provision must be made for accommodation expenses and a subsistence expense arrangement for the field-workers while on circuit.
 - c) Provision will have to be made for additional typing facilities to deal with the increased workload at KLC and the needs of the field-workers while on circuit. Various combinations of laptop computers and extra terminals at the Law Clinic are presently being researched (it should be remembered that the Law Clinic has not yet asked LHR to fund any of its word-processing equipment - this has all been funded by others).
8. It is planned that the Mobile Clinic will come into operation during the second half of 1992.

VI. DETAILED ILLUSTRATIVE BUDGET

This Agreement covers eligible expenses up to R265,000 and specifically for the items and categories mentioned in Attachment 1, Table 1 which are reiterated here.

<u>Item</u>	<u>Total</u>
Salaries (Director, field-workers, secretary)	160,000
Travel and per diem (Director, Field-worker)	20,000
Capital expenditures (computer, furniture, photocopier)	35,000
Conferences and meetings	10,000
Rent, utilities	14,400
Mobile Law Clinic Litigation Trust Fund	20,600
Audit	<u>5,000</u>
	<u>Total</u> 265,000

FISCAL DATA:

Grantee: Lawyers for Human Rights (Karoo Mobile Law Clinic)

Agreement No: 674-0305-G-SS-2103-00

Appropriation: 72-112|31014

BPC: 5552-92-21674-K913.

Reservation Control No: 8920397

Amount: \$100,000

Drafted: LCoronado:HRO *[Signature]*
 Cleared: DRathbun:GDO *[Signature]* (with charge)
 JAddleton:SPO *[Signature]*
 GHensley:CONT *[Signature]*
 DKeene:RLA *[Signature]*
 JWeber:AD *[Signature]*
 WFord: *[Signature]*

Funds Available _____ FUNDS AVAILABLE 09/15/92

Connie da Costa, ACCT

Date