

PD-ABS-717



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-4028-00

2. Recipient Name Leeudoringstad Advice and Development Center (LADC)

3. Award Description (This description will be seen by high level Agency officials, as well as members of Congress.) The recipient shall provide voter education to the residents of Leeudoringstad.

4. Principal Place of Performance

South Africa

5. Benefiting Country

South Africa

6. Project Officer

Office Symbol

CDD, 1994 Election Activities

Name (Last, First)

Wendell, Dennis

7. Grant Agreement Type

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

8. Basic Purpose

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

7a. Extent Competed

- E. Completed by the Technical Office
F. Completed by the Contracting Office
[X] G. Not competed (unsolicited proposal)
H. Not competed (predominant capability, etc.)

9. Taxpayer Identification Number

N/A

10. Business Organization Type

- A. Corporation
B. Individual
C. University or College
D. Historically Black College or University
E. Educational Organization (other than University or College)
F. International Center
G. Research Organization (other than international Center)
[X] 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

\$18,650

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

Pillay, Surykumarie

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

BEST AVAILABLE COPY

PIB-ABS-717

UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT

USAID/SOUTH AFRICA



Tel: (012) 323-8869

P.O. Box 55380
Arcadia, Pretoria 0007

Fax: (012) 323-6443

1994 -02- 15

Leeudoringstad Advice and Development Center
c/o Mr Congo Selebalo
P.O.Box 467
Leeudoringstad
2640

Subject: South Africa, Community Outreach and
Leadership Development Project; Grant Agreement with
Leeudoringstad Advice and Development Center - Voter
Education; Agreement No. 674-0301-G-SS-4028-00

Dear Mr. Selebalo:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, and the South African Democratic Transition Act of 1993, the United States Agency for International Development (hereinafter "USAID") hereby enters into this Grant Agreement (hereinafter "Agreement" or "Grant") with Leeudoringstad Advice and Development Center (hereinafter "LADC" or the "Grantee") and obligates the sum of \$18,650 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 Grantee in furtherance of program objectives during the period beginning on the effective date of this letter and ending August 31, 1994.

This Agreement is entered into with the Grantee 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," Attachment 6, "Grantee Certifications". This letter and the six attachments just described, which have been agreed to by your organization, constitute the Agreement.

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We request that you and a member of the Board of Trustees of the Leeudoringstad Advice and Development Center sign the original and one (1) copy of this letter and then return the original to USAID/South Africa.

The "Grantee Certifications," Attachment 6, should also be signed and sent to USAID/South Africa.

Sincerely,



Leslie A. Dean
Director

Date: Feb 10, 1994

ACKNOWLEDGED AND ACCEPTED

Leeudoringstad Advice and Development Center

By: Congo Selebelo
Title: Project Coordinator
Date: _____

By: Roselyn Tsoai
Title: Chairperson
Date: _____

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. Grantee Certifications (Grantee Signatures Required)

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ATTACHMENT 1
SCHEDULE

I. OVERVIEW OF AGREEMENT

The primary aim and objective of the Grant Agreement is to support LADC's program to provide voter education to the disenfranchised communities of Leeudoringstad. A related aim and objective of the Agreement is to strengthen and develop the LADC so that they are able to provide paralegal and other advice to the predominantly black population of Leeudoringstad.

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 August 31, 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. USAID hereby obligates the amount of \$18,650 for eligible program expenditures under this Agreement.

B. Payment shall be made to the Grantee in accordance with procedures set forth in Attachment 4 "Disbursement of and Accounting for Agreement Funds."

C. Additional funds up to the total amount of the Agreement as shown in Section III.A., above, may be obligated by USAID subject to the availability of funds, the agreement of the Parties hereto to proceed with the Grant program, and to the requirements of the Mandatory Standard Provision, Attachment 3 to the Agreement, paragraph 4 entitled "Revision of Grant Budget."

IV. FINANCIAL PLAN

A. Financial Plan

The Financial Plan for funds obligated under 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 Grantee is authorized a 15% deviation between line items, provided that USAID is notified in writing of such budget changes in the Grantee'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.

Set forth in Attachment 2, Section VI., is a Detailed Illustrative Financial Plan. This Attachment 2, Detailed Illustrative Financial Plan incorporates the planned total A.I.D. contribution over the life of the Grant.

Table 1
Financial Plan
South African Rand (SAR)

<u>Item</u>	<u>Total</u>
Compensation (salaries)	26,000
Travel and Per Diem	6,000
Capital Expenditures	8,000
Workshops	12,000
Administrative Support Costs	4,500
Accounting Services	2,000
Evaluations	600
Contingencies	1,500
Total	60,600

The total Rand budget has been converted to US Dollars using the exchange rate of R 3.25 and rounded to \$18,650.

B. Level of Assistance

The total Rand amount in the 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 disbursements to the Grantee under the Agreement, an exchange rate of R3.25 to one (1) U.S. Dollar will be used. Notwithstanding the above, in no event will the total Rand amount provided to the Grantee under the Agreement exceed the obligated Dollar amount provided for in Section III. A., above.

Due to exchange rate fluctuations, the total amount of Rands available after converting the total obligated U.S. Dollar amount into Rands may exceed the Rand Budget. If the Grantee 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 Grantee'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 Grantee will be responsible for financing the shortfall, since the U.S. Dollar amount prevails.

V. REPORTING

The Grantee will submit to USAID, in a timely manner, a

written progress report to USAID on activities funded and general performance under the Agreement. The content of the report will be mutually agreed upon by the Parties but should include a brief description of program accomplishments during the period of the program activity and a discussion of any problems encountered and how they were resolved. The Grantee will also maintain records and compile data on the number and locations of persons receiving voter education which may be used for assessment purposes. The Grantee will also submit, in a timely manner, and in a format to be mutually agreed upon by the Parties, a written final assessment of the impact of voter education on the desired target group.

VI. ADMINISTRATIVE SUPPORT COSTS

Administrative support costs in the amount of R 4,500 are provided for activities funded under this Grant as specified in the Financial Plan.

VII. TITLE TO PROPERTY

Title to all property purchased under this Agreement shall vest in the Grantee 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. To the maximum extent practicable, goods and services financed with funds provided under this Grant should be procured from the United States. Please refer to Attachment 5 for a list of countries included in Code 935.

IX. 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 Grantee shall, to the maximum extent practicable, award contracts to individuals who or organizations which have been 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 "African", "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 "African", "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 Grantee 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 Grantee 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. The travel and per diem rates established under such policy shall not exceed U.S. Government rates. In the event the Grantee does not establish a policy, U.S. Government regulations governing travel and per diem shall apply.

E. Political Affiliation

The Grantee agrees that programs funded under this Agreement will be made available to individuals and groups regardless of their political beliefs or affiliations. The Grantee 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 Grantee 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.

F. Non-Partisan and Non-Political Activities

The Grantee agrees that funds provided under this Grant will not be used to influence the outcome of an election and that

conferences, planning, management, coordination and technical assistance funded under this Agreement will be developed and presented on a non-partisan and impartial basis and without any implied, perceived or actual reference to political parties or groups. Specialists associated with any aspect of this Grant Agreement will not express or espouse a political preference, encourage a political position or orient any of the activities, voter education, or planning toward any political party or grouping during their participation in the activities supported by this Grant.

G. Collaboration with Other Existing Voter Education Activities

The Grantee will collaborate with other voter education and support activities to the extent necessary to ensure that methods of voter education training are shared and that new procedures and materials in this area of work are coordinated. LADC will also coordinate their activities with other voter education outreach programs in South Africa to avoid unnecessary duplication and replication of program activities and permit sufficient integration of activities.

H. Covenant to Disbursement of Grant Funds

There shall be no disbursement of any agreement funds until Leeudoringstad Advice and Development Center has provided USAID with an engagement letter from an accounting firm.

X. STANDARD PROVISIONS

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

ATTACHMENT 2
PROGRAM DESCRIPTION

I. OVERVIEW OF AGREEMENT

The primary aim and objective of the Grant Agreement is to support LADC's program to provide voter education to the disenfranchised communities of Leeudoringstad. A related aim and objective of the Agreement is to strengthen and develop the LADC so that they are able to provide paralegal and other advice to the predominantly black population of Leeudoringstad.

II. BACKGROUND

The Leeudoringstad Advice and Development Center (LADC) is a non-profit, nongovernmental organization that was established in 1991 for the primary purpose of providing paralegal and other related advice to the predominantly black population of Leeudoringstad. Leeudoringstad is 30 km East of Wolmaranstad in the Western Transvaal. There are approximately 25,000 black voters in both the urban and rural areas of this district. The area is vast and mostly farmland. There are approximately 80 farms in this vicinity. The Grantee has a management committee, consisting of 6 (six) community members, who oversees all office functions and activities of the advice center. The office staff includes a coordinator, a paralegal, a fieldworker, and an administrative secretary. The organization is black-led and organically linked to the community.

III. PROBLEM

The Western Transvaal is an incredibly conservative area and the polarities between black and white are quite stark. Due to the repression and hostility in this area, rural blacks are intimidated and afraid to participate in democratic structures. Voter education for this constituency is therefore crucial and necessary.

IV. PURPOSE

The purpose of this Grant is to provide financial support to the Grantee to provide voter education to the disadvantaged communities in Leeudoringstad. This Grant will also strengthen the grantees capabilities to provide legal services to the rural poor located in Leeudoringstad.

V. PROGRAM DESCRIPTION

The aim of the LADC is to provide voter education for the disadvantaged community of Leeudoringstad. The program activity has two phases: The first phase will address the training of the trainers who will conduct voter education. The second phase will be the actual voter education program itself. The latter activity will be in the form of workshops held every day from end of January until March. The majority of blacks in this area are illiterate and unemployed. The voter education program will build these constraints into the program design. Training of the voter educators will be done by: Matla Trust; Lawyers for Human Rights; Black Sash and Veetu. A combination of these organizations' voter education materials will be used.

The long-term aim and objective of the organization is to train a minimum of 3 paralegals to develop and expand the services of the advice center. The training of these paralegals will however commence immediately.

USAID will provide financial support to LADC for: salaries, workshops, travel and per diem, and administrative costs. The Grantee will maintain records of the persons trained and the actual number of people reached. A total of approximately 15,000 voters will be reached through this program. LADC will also furnish USAID with a final progress report on the activities funded and general performance under the Agreement.

VI. A detailed illustrative budget for the LADC voter education program is provided below. This detailed budget is intended to assist LADC and USAID/South Africa monitor the program effectively and corresponds to the Financial Plan Budget, Table 1, described in the "Schedule", Attachment 1, which is the formal binding budget for this Grant.

DETAILED ILLUSTRATIVE FINANCIAL PLAN (South African Rands) (SAR)

ITEM

Compensation		26,000
Coordinator (5XR1500)	7,500	
Fieldworkers (5XR1200)	6,000	
Admin Secretary (5XR1000)	5,000	
Volunteers (R500X3X5)	<u>7,500</u>	
Travel and Per Diem		6,000
Capital Expenditures		8,000
Training/Workshops		12,000
Administrative Costs		4,500
Stationery	2 000	

Telephone/Fax
(5XR500)

2 500

Accounting Services
Evaluations
Contingencies
Total

2,000
,600
1,500
60,600

SRJ

ACTION MEMORANDUM FOR THE DIRECTOR, USAID/SOUTH AFRICA

DATE: January 20, 1994

FROM: Sury K. Pillay, CDD

SUBJECT: South Africa, Community Outreach and Leadership Development Project (674-0301); Leeudoringstad Advice and Development Center, Agreement No. 674-0301-G-SS-4028-00

I. PROBLEM

Your approval is required to obligate U.S. \$18,650 of FY1994 funds under the Community Outreach and leadership Development (COLD) Project (674-0301) through a Grant Agreement with Leeudoringstad Advice and Development Center, as described herein.

II. AUTHORITY

Pursuant to Redelegation of Authority No. 452, the Director, USAID/SA, has authority to authorize and execute grants, and amendments thereto, with non-governmental organizations (NGOs) in an amount not to exceed \$5.0 million per grant.

III. DISCUSSION

The Leeudoringstad Advice and Development Center (LADC) is a non-profit, non-governmental organization that was established in 1991 for the primary purpose of providing paralegal and other related advice to the predominantly black population of Leeudoringstad. Leeudoringstad is 30 km East of Wolmaranstad in the Western Transvaal. There are approximately 25,000 black voters in both the urban and rural areas of this district. The area is vast and mostly farmland. There are approximately 80 farms in this vicinity.

One of the aims of the LADC is to provide voter education for the disadvantaged community of Leeudoringstad. The program activity has two phases. The first phase will address the training of the trainers who will conduct voter education. The second phase will be the actual voter education program itself. The latter activity will be in the form of workshops held every day from January until March. The organization has a full-time treasurer who is responsible for the accounting system and the actual disbursement of funds. The majority of blacks in this area are illiterate and unemployed.

The long-term aim and objective of the organization is to train a minimum of 3 paralegals to develop and expand the services of the advice center. The training of these paralegals will, however, commence immediately beginning with the voter education activity.

The Western Transvaal is an incredibly conservative area and the

polarities between black and white are quite stark. Due to the repression and hostility in this area, rural blacks are intimidated and afraid to participate in democratic structures. Voter education for this constituency is therefore crucial and necessary.

IV. ISSUES

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

A. Action Plan and Strategic Objective(s) - This proposed Agreement was discussed during the FY94 COLD Action Plan reviews dated January 10, 1994 and approved. This activity is consistent with the Strategic Objective to ensure that the majority of the population participates more fully in the political development of the country. The activity also complies with the Strategic Target: to help prepare for a free and fair election.

B. Grantee's Illustrative Budget and Cost Negotiation - The CDD conducted verbal negotiations with LADC to establish its priorities for funding. The major cost components are for salaries; training; travel and per diem; and administrative costs. The budget and costs have been reviewed within the Mission as part of the grant approval process and have been determined to be fair, reasonable and allowable for a grant of this nature. The grant file contains sufficient support for this determination.

C. Competitive Procedures or Non competitive 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." LADC has submitted an unsolicited proposal, and it is the determination of the CDD, that the activity is unique and innovative. The LADC proposal is unique and innovative in that the program is the only voter education activity for the disenfranchised majority in Leeudoringstad. Leeudoringstad is a conservative area with a large number of farmworkers. Access to these potential voters will be through farm schools, church meetings and pension pay-centers. This approach is highly innovative for the very conservative Leeudoringstad area. Because this activity is consistent with USAID program objectives and is so unique and innovative, acceptance of the LADC proposal would be fair and reasonable and would represent an appropriate use of USAID funds.

D. Technical and Management Capability - It is the CDD's determination that the subject organization possesses suitable policies and practices to ensure adequate management of USAID funds provided under the Grant Agreement. This determination is based on the fact the proposed Grantee has a management committee, consisting of 6 (six) community members, who oversees all office functions and activities of the advice center. The office staff includes a coordinator, a paralegal, a fieldworker, and an administrative secretary. The organization is black-led and organically linked to the community. Although the LADC does not have a very sophisticated management system, support for this center will assist in capacity building.

E. Financial Management Capability - A financial review of LADC's financial management systems will be conducted to ensure that the Grantee possesses adequate accounting systems, books and records for the administration of this Agreement. A covenant has also been established in the Agreement to ensure that LADC complies with all the recommendations from the financial review.

F. PVO Registration Determination - The proposed Grantee does not qualify as a Private Voluntary Organization, as defined in A.I.D. Handbook 3, Appendix 4C and 38 State 356010 because they do not solicit or receive voluntary contributions of money, staff time or in-kind support from the general public.

G. Grantee Contribution - A Grantee contribution (financial and/or in kind) of not less than 25% of total grant project costs has been provided. LADC receives in-kind and administrative support from the Lawyers for Human Rights which account for not less than 25% of the total project costs.

H. Sustainability - The proposed Grantee is not expected to continue any activities funded under this grant after the national election in April 1994. The aim and objective of this program activity is specifically to provide voter education for the residents of Leeudoringstad specifically for the April 1994 election. Once this task is completed, the grant activities and funding are not expected to continue, USAID will however, reconsider its relationship with the Grantee at a later stage. However, the knowledge and skills acquired in implementing voter education will be an asset to the LADC and to the community in general.

I. 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 Grantee are satisfied by: (a) the specification of financial management and reporting procedures in the attached Agreement; (b) the certification by the USAID Controller of the recipient organization's ability to handle initial Agreement disbursements; 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 Grantee 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 CDD 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.

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 LADC 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: _____

Feb 10, 1994