



Contract Information Management System (CIMS)

DIRECT ACTION DATA FORM FOR GRANTS & COOPERATIVE AGREEMENTS

AUG 27 1993

1. Basic Award Number 674-0305-G-SS-2001-00

2. Recipient Name Lawyers for Human Rights

Section

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 provide legal representation to Civic organizations, or members thereof, and other community based black or black-led organizations giving evidence before the Standing Commission on Violence.

4. Principal Place of Performance South Africa

5. Benefiting Country South Africa

6. Project Officer

Office Symbol

Name (Last, First)

Human Rights

Coronado, Louis

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 (unsolicited proposal)
 H. Not competed (predominant capability, etc.)

9. Taxpayer Identification Number

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)
[*] 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 \$100,000

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

13.b. Signature

[Handwritten signature]

14.a. Contract Officer (Last, First, MI) Barrett, Dennis P.

14.b. Signature

COPY OF AWARD DOCUMENT MUST BE ATTACHED TO THIS FORM

ACTION MEMORANDUM FOR THE DIRECTOR, USAID/SOUTH AFRICA

DATE: January 24, 1992

FROM: Louis Coronado,  Human Rights Officer

SUBJECT: Human Rights Project (674-0305)
Agreement 674-0305-G-SS-2001-00

I. Problem: Your approval is required to obligate U.S. \$100,000 of FY1992 funds under the Human Rights Project (674-0305) through a grant agreement with Lawyers for Human Rights (LHR), to support LHR's program to provide legal representation to Civic organizations, or members thereof, and other community based black or black-led organizations giving evidence before the Standing Commission on Violence.

II. Authority: Pursuant to Redlegation 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: Violence, particularly in the black Townships, continues to be one of the major stumbling blocks in the way of constitutional negotiations. Accusations as to the cause of such violence continue among different parties, particularly the South African Government, the African National Congress and Inkatha. The perception that there is a third-force and collaboration between elements within the Security Forces and elements within Inkatha will continue until that perception is soundly disproved or, alternatively, confirmed as a fact and appropriate measures taken to purge the country of that third-force. Similarly, if there are radical elements within the various liberation movements who have their own agendas and wish to continue to make the country ungovernable, they too, must be indentified and appropriate measures taken.

In 1991, the Prevention of Public Violence and Intimidation Act of 1991 was promulgated. It established a Standing Commission of Inquiry into "Public Violence and Intimidation." On July 30 1991, State President de Klerk made mention of a Commission of Inquiry which would be instituted for the purpose of investigating allegations that "the Security Forces are involved in violence on the part of Inkatha and that the Police and the Defense Force are involved in the instigation, promotion or commission of violence." The President gave the assurance that the composition of the Commission would be subjected to a process of consultation with other parties.

Lawyers for Human Rights, with the US Government's support, has been deeply involved in gathering evidence and presenting it to the Harms Commission. Certain allegations against the police and the security forces were made during the sitting of the Harms Commission, but the judge could do nothing about the allegations because they were outside the commission's terms of reference. The Standing Commission on Violence was specifically set-up to investigate these allegations.

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It is common knowledge that although the Harms Commission has assisted in proving the existence of para-military hit-squads, it has failed to identify all those within the Security Forces who have been committing violent acts against political and human rights activists and who, today, are alleged to be an integral part of the so-called third-force.

After carefully studying the provisions of The Prevention of Public Violence and Intimidation Act of 1991 as well as the State President's speech of July 30, 1991, LHR publicly stated that unless crucial aspects relating to the Commission were negotiated, it would be a failure. In collaboration with the National Association of Democratic Lawyers (NADEL), LHR made representation to the State President, calling upon him to negotiate with the relevant and affected parties the following matters:

1. the Chairperson and other members of the Commission;
2. the members of the Commission's investigating team;
3. the jurisdiction and terms of reference of the Commission;
4. the powers and procedures of the Commission in regard to the production of evidence, the protection of witnesses and the mechanics to be used compel witnesses to give evidence; and
5. ~~the appointment of Counsel representing the Commission.~~

As a result of these representations and negotiations with the Office of the State President, a new Commission on Violence which shares the support of interested parties and the public at large was formed. It could, in fact, constitute a major turning point in the history of South Africa. Through its investigative efforts, the Commission could explore the extent of the involvement of the Security Force members in hundreds of atrocities and incidents of alleged State supported lawlessness, including bombings and murders. Such findings could result in a purge of those elements in the Security Forces and thereby make a major contribution towards a peaceful negotiated political settlement in South Africa.

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 reviewed, discussed and approved during the FY92 HR Action Plan review. The activities funded under this Agreement are consistent with the FAA of 1961, as amended, the CAAA and with the Human Rights Sectoral Strategy.

B. Total Obligations

This Agreement obligates U.S.\$100,000 to LHR which brings total FY92 obligations under HR Legal Assistance agreements to \$200,000 (this amount includes the National Institute for Public Interest Law Grant Agreement currently in circulation) and the total FY92 HR portfolio obligations to \$206,500.

C. Grantee's Illustrative Budget

Advocates', attorneys' fees and other legal costs as provided by LHR, are consistent with rates used by Human Rights lawyers throughout South Africa. It is the determination of the HR Office that the proposal, including the budget submitted by LHR, is fair and reasonable.

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 HR Office that the activity is "unique" as it is the only proposal the HR Office has received which is aimed at investigating abuse of authority by the Security Forces. Because this activity is consistent with USAID program objectives and is so unique, acceptance of the LHR's proposal would be fair and reasonable and would represent appropriate use of USAID funds.

E. Technical and Management Capability

It is HR Office's determination 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 LHR's excellent performance in managing A.I.D. funds and implementing activities under other Agreements with USAID.

F. Financial Management Capability

A financial review has been conducted which certifies that the Recipient possesses adequate accounting systems, books and records for the administration of this Agreement.

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 it 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: (a) specification of financial management and reporting procedures in the attached Agreement; (b) 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 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 paper have been reviewed for consistency with this Agreement.

4. Selection of Grant as Assistance Instrument - It is the determination of the HR Office 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 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 LHR by signing below; and (3) execute said Agreement, as attached, by signing on the appropriate page and line as indicated.

Approved: 
Dennis P. Barrett, Director

Disapproved: _____

Date: Feb 18, 1992



Drafted: HR:LCoronado

Clearances:

SPDO: DRathbun	_____	Date	___	___	___
SPO: JAddleton	_____	Date	___	___	___
RLA: DKeene	<u>JK</u>	Date	<u>2/13/92</u>	___	___
CONT: GHensley	_____	Date	___	___	___
AD: JWeber	_____	Date	___	___	___



Embassy of the United States of America

USAID/South Africa

February 18, 1992

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

Subject: Standing Commission on Violence
Agreement No: 674-0305-G-SS-2001-00

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 the "Recipient") and obligates the sum of \$100,000 to provide support for a program described in Attachment No. 1, 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 January 1, 1992 and ending December 31, 1992.

This Agreement is entered into with the Recipient on 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, "AID Geographic Code List", Attachment 6, "Guidelines for Financial Audits Contracted for by Foreign Recipients" and Attachment 7, "Tariff of Maximum Counsels' and Attorneys' Fees and Disbursements" Annexure "A". This letter and the seven attachments just described, which have been agreed to by your organization, constitute the Agreement.

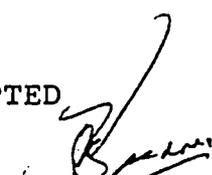
Please sign the original and one (1) copy of this letter and then return the original to USAID/Pretoria.

Sincerely,



Dennis P. Barrett
Director

ACKNOWLEDGED AND ACCEPTED

By: Brian Gunn 

Title: Executive Director

For: L.H.R.

Date: 18-2-92.

Attachments:

1. Schedule
2. Program Description
3. ~~Standard Provisions~~
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
7. Tariff of Maximum Counsels' and Attorneys' Fees and Disbursements Annexure "A"

FISCAL DATA:

Agreement No: 674-0305-G-SS-2001-00

Appropriation: 72-112/31014

BPC: GSS2-92-21674-KG13

Reservation Control No.: B920017

Amount: \$100,000

210192
FUNDS AVAILABLE CR
U.S.A. ID. SOUTH AFRICA

Drafted: HR:LCoronado *LC*

Clearances:

SPDO: DRathbun	_____	Date	___	___	___
SPO: JAddleton	_____	Date	___	___	___
RLA: DKeene	<i>DK</i>	Date	<i>2</i>	<i>14</i>	<i>92</i>
CONT: GHensley	<i>DK CR</i>	Date	<i>2</i>	<i>10</i>	<i>92</i>
AD: JWeber	_____	Date	___	___	___

FISCAL DATA:

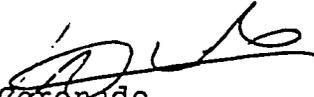
Agreement No:

Appropriation:

BPC:

Reservation Control No.:

Amount: \$100,000

Drafted: HR:LCoronado 

Clearances:

SPDO: DRathbun	<u>02 (subs)</u>	Date	<u>1</u>	<u>24</u>	<u>92</u>
SPO: JAddleton	_____	Date	_____	_____	_____
RLA: DKeene	_____	Date	_____	_____	_____
CONT: GHensley	_____	Date	_____	_____	_____
AD: JWeber	_____	Date	_____	_____	_____

FISCAL DATA:

Agreement No:

Appropriation:

BPC:

Reservation Control No.:

Amount: \$100,000

Drafted: HR:  Coronado

Clearances:

SPDO: DRathbun	_____	Date	_____	_____	_____
SPO: JAddleton	<u>JA</u>	Date	<u>01</u>	<u>27</u>	<u>12</u>
RLA: DKeene	_____	Date	_____	_____	_____
CONT: GHensley	<u>G</u>	Date	_____	_____	_____
AD: JWeber	_____	Date	_____	_____	_____

FISCAL DATA:

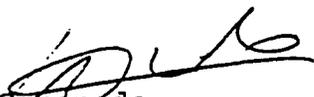
Agreement No:

Appropriation:

BPC:

Reservation Control No.:

Amount: \$100,000

Drafted: HR:  Coronado

Clearances:

SPDO: DRathbun	_____	Date	___	___	___
SPO: JAddleton	_____	Date	___	___	___
RLA: DKeene	<u>DK</u>	Date	<u>1/25</u>	___	___
CONT: GHensley	_____	Date	___	___	___
AD: JWeber	_____	Date	___	___	___

ATTACHMENT NO. 1

SCHEDULE

I OVERVIEW OF AGREEMENT

The purpose of this Agreement is to support the Recipient's program to provide legal representation to Civic organizations, or members thereof, and other community based black or black-led organizations giving evidence before the Standing Commission on Violence.

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 January 1, 1992 may be covered under this Agreement. Unless otherwise agreed to by USAID in writing, the expiration date is December 31, 1992, 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 purposes of this Agreement.

B. Payment shall be made to the Recipient in accordance with procedures set forth in Attachment 3 - Standard Provision 1 entitled "Allowable Costs" and as provided for in Attachment 4, "Procedures for Disbursement of 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." Any increase in the total Grant must be approved in advance in writing by the Director, USAID/South Africa.

Table I

Illustrative Financial Plan

SAR

1.	Attorneys' and Advocates' fees and related charges (e.g. costs fees and attorneys' salaries/honorarium), research costs of evidence to be brought before the Violence Commission, clients' and witnesses' expenses etc.	R257,000
2.	Audit	<u>R 8,000</u>
	TOTAL	<u>R265,000</u>

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 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, South African Rands available under any individual line item financed under this Agreement may exceed levels budgeted for by the Recipient. 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 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 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.

C. Recipient Audits

The Recipient, in accordance with procedures set forth in Attachment 3 - Standard Provision 2(b) entitled "Accounting, Audit, and Records", is required to make arrangements for an audit of the AID funds provided to the Recipient under this Agreement.

III. Program Description

A. The Question of Evidence

There are many organizations throughout South Africa involved in monitoring and reporting on political violence. This work includes establishing political trends, reporting on the social context of violence, and identifying incidents of State lawlessness. There exists a vast array of material on these subjects scattered across several organizations in the PWV area alone. Unfortunately, however, the data is not consolidated and, consequently, cannot be used in an effective way. The data has to be centralized, analysed, controlled and tested.

In anticipation of the formation of a Commission to investigate State lawlessness, an ad hoc working group of lawyers representing LHR, NADEL and Black Lawyers Association (BLA) approached many of the organizations involved in collecting and analyzing material concerning political violence. Without exception, these organizations were willing to assist in consolidating the available information so that it would have more probative value during any investigation into violence.

In order to achieve this end, a team of lawyers has undertaken to:

1. Obtain all statements and affidavits dealing with State lawlessness which have been minuted by the organizations referred to above, and place them on a centralized data base. The intention is to put it on a program developed specifically for the collection and analysis of evidence on violence.
2. Access and analyze the material as evidenced; check for trends which will strengthen probabilities and assist in strengthening evidence which may otherwise be disjointed; check for contradictions, gaps and weaknesses in the evidence and, where necessary, go out and minute further statements and affidavits.
3. Obtain information in relation to developments after incidents of violence (e.g. police investigations and prosecutions, as well as State cover-ups).
4. Search and analyze the material for trends which could lead to further evidence of State lawlessness and the Security Forces involvement.

B. Focus of the Commission's Investigation

Judge Goldstone, along with Advocate Solly Sithole, et al, were recently appointed by the State President to the Standing Commission on Violence. There is no doubt that all of the appointees are independent of Government, some vigorously, so that this Commission has the potential to enjoy widespread credibility throughout South Africa. For the first time in the history of South Africa, the country does have a credible structure born out of real negotiations.

Following Judge Goldstone's appointment, the ad hoc working group of lawyers who have been working on consolidating the data previously scattered among many groups, arranged to have a meeting with him. As a result of the meeting, Judge Goldstone was persuaded that there is an urgent need for a sitting of the Commission in Thokoza. This decision was largely based on the fact that the group has been concentrating on Thokoza and, as indicated below, has made considerable progress during the past several months.

C. The Thokoza Focus

After several weeks of meetings with organizations involved in analyzing the violence and collecting and assessing statements, it became clear that the enormity of the task called for a specialized investigation of one region. The assassination of Sam Ntuli, the then General Secretary of CAST, on September 29, 1991 re-affirmed that this focus should be on Thokoza in the East Rand. David Dison in particular, has had a long relationship with this area and with Sam Ntuli. His firm, Bell Dewar & Hall, had acted for the Thokoza Civic Association during the local government and electricity negotiations. Sam Ntuli was a client of theirs for many years. The firm also acts for CAST and for the Phola Park Leadership Committee. (Phola Park is a squatter camp neighboring Thokoza). Dison et al's familiarity with the area and local community members placed the team in a position to receive evidence on Sam's assassination and the killings after his funeral. Moreover, the intense violence of 1990, the fragile regional peace of early 1991 and the planned destabilizing tactic of the September 8th massacre on Inkatha marchers, would strongly indicate that Thokoza constitutes a microcosm of the third-force and retributory violence found across the country. LHR believe that to focus on this particular region will provide critical insight into the national problem.

The ad hoc group is investigating and collecting evidence on the following set of events:

1. The massacre of Inkatha marchers on September 8, 1991; this event is perceived as the trigger event of the current wave of violence on the Witwatersrand.
2. The attacks by Inkatha marchers on Soweto residents in White City Jabavu, Mofolo Central, Mofolo South on the afternoon of September 8 and the retaliatory attacks by comrades. These incidents are particularly important to demonstrate the consequence of the massacre and the pattern of police inaction and passivity where Inkatha action against residents and ANC supporters is concerned.
3. The escalating tension between Phola Park residents and the police arising out of a rumour that Phola Park residents were responsible for the massacre on September 8, 1991 and culminating in two police killings on the night of September 16, 1991.
4. The assassination of Sam Ntuli on September 29, 1991.
5. The killings after Sam Ntuli's funeral on Monday October 7, 1991.
6. The "picnic killing"; a set of bizarre events involving allegations of police involvement on October 10, 1991.

LHR has expressed that they have solid evidence on Sam's assassination (including two eye-witnesses), the post-funeral killings and various other incidents and that they are also building a case on the massacre.

LHR is, at this stage, ready to begin leading evidence before the Commission. In fact, LHR had formal meetings with Judge Goldstone on October 28, and November 8, 1991. On the basis of their discussions, Judge Goldstone has appointed a sub-commission, chaired by Advocate Solly Sithole, to hear evidence about the matters referred to above.

This inquiry into Thokoza is important for at least two reasons. Firstly, because Thokoza may be a microcosm of what is happening in South Africa generally. Secondly,

if the Commission succeeds in proving the existence of a third-force in the Thokoza area, such a finding should end the debate, and the State will no longer be able to simply deny its existence and its role in the violence in other parts of South Africa. The political implications of this are far-reaching and obvious.

LHR applied for funding from the Government, through Judge Goldstone, to defray legal costs of community structures and other organizations in order to bring their evidence before the Commission. No positive results were obtained. The rationale for the request was as follows: the Commission was established through an Act of Parliament, its intention being to find peace in South Africa. If the State is going to be paying legal costs for the South African Police, there is no reason why the State should not also pay legal costs of community structures and other organizations bringing their evidence before the Commission. They, too, are contributing towards achieving the objectives of the Commission.

IV Budget

Agreement funds will be used to cover Attorney's and Advocate's fees and related legal charges (e.g. costs fees and attorneys' salaries/honorarium), research costs of evidence to be brought before the Violence Commission, clients and witnesses expenses, etc.

Within thirty calendar days of the execution of this Agreement, the Recipient shall advise, by letter, the USAID Controller of the following information:

(1) name, title, address, and telephone number of the individual responsible for arranging for audits for the Recipient;

(2) the beginning and ending dates of the Recipients fiscal year, and

(3) the name of the independent accounting firm (including the name and telephone number of the firm's contact) the Recipient intends to employ to fulfill these audit requirements.

The audit must be performed in accordance with the attached Attachment 6 ("Guidelines for Financial Audits Contracted for by Foreign Recipients"). A copy of the draft audit report should be provided to the USAID Controller prior to issuance of the final audit report. A copy of the final audit report shall be provided to the USAID Controller no later than 30 calendar days after its issuance. A portion of the audit costs that are conducted in accordance with this provision, are considered allowable costs under the Agreement Budget.

V REPORTING

The Recipient will submit to the Office of Human Rights 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 19, 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.

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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.

F. Advocates'/Attorneys' fees and other legal costs. Professional fees and charges paid under this Agreement shall not exceed the rates specified in the Schedule attached hereto as Attachment 7, except as A.I.D. may otherwise agree in writing. R135 per hour is the maximum rate payable for attorneys' time under this Agreement, unless otherwise agreed to in writing by USAID. The actual amount billed is expected to be lower when work is performed by less experienced or less qualified personnel. Time spent while traveling or waiting for appearances will be billed at one-half the rate otherwise chargeable for attorneys' time under this Agreement. Eligible expense items to be paid under this Agreement, other than professional fees as discussed above, may not exceed the normal, reasonable and customary charges for such items.

In order to extend available funds to as many cases as possible, the Recipient shall exercise its best efforts to hold costs and hourly charges to a minimum. In this regard, the Recipient will endeavor, as possible and appropriate, to utilize junior council and to negotiate as reasonable a fee as possible in each case.

XI STANDARD PROVISIONS

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