

PDBBI 941

EMBASSY OF THE  
UNITED STATES OF AMERICA  
Office of Development Affairs  
September 25, 1987

Lawyers for Human Rights  
Pretoria

Subject: Legal Assistance Program  
Agreement No. ~~67-03056~~-SS-7063-00  
Lawyers for Human Rights, Pretoria

Dear Ms. Kruger:

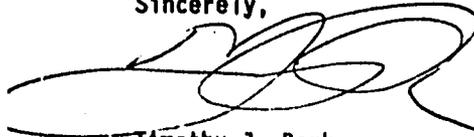
Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development, hereinafter referred to as "AID", hereby obligates to Lawyers for Human Rights, Pretoria ("Recipient"), on behalf of the cases and clients specified herein, the sum of eighty one thousand and twenty five United States Dollars (\$81,025) to pay for legal and related services, as more fully described in the Schedule of this Agreement and the Attachment 2, entitled "Program Description."

This Agreement is effective and obligation is made as of the date of this letter and shall apply to work performed and commitments made by the Recipient in furtherance of program objectives during the period beginning with the effective date, and ending September 24, 1988.

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, entitled "Schedule", Attachment 2, entitled "Program Description", and Attachment 3, entitled "Standard Provisions". This letter and the three attachments described above, which have been agreed to by your organization, constitute the Agreement.

Please sign the original and six (6) copies of this letter to. Please then return the original and five (5) copies of this letter to USAID/Pretoria.

Sincerely,



Timothy J. Bork  
Counselor for Development Affairs

ACKNOWLEDGED AND ACCEPTED  
Lawyers for Human Rights, Pretoria Branch



By: G. Kruger  
Title: Coordinator

Attachments:

1. Schedule
2. Program Description
3. Standard Provisions

**FISCAL DATA:**

**Agreement No: 674-0206-G-00-7036-00**

**Appropriation: 72-117/81037**

**BPC: GES7-87-21674-KG14**

**Reservation Control No: 870114**

**Amount: \$81,025**

**Drafted: A. Marshall**

**Clearances: Mark Johnson, SPDO (draft)**

**Carlos Pascual, Program Officer (draft)**

**Rick Solloway, Controller (draft)**

**Donald Keene, RLA (draft)**

ATTACHMENT 1

SCHEDULE

**I. OVERVIEW OF AGREEMENT**

**A. PURPOSE OF AGREEMENT**

This Agreement will provide funds to the Recipient to support (1) its human rights program, which includes the handling of legal cases involving detainees, research, conducting a conference, and the provision of financial aid to detainees and political prisoners and their dependents and (2) certain operating costs of LHR, as more fully described in Attachment 2, Program Description.

**II. PERIOD OF AGREEMENT**

1. The effective date of this Agreement is September 25, 1987. The expiration date of this Agreement is September 24, 1988, 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**

AID hereby obligates the amount of \$81,025 for purposes of this Agreement.

**IV. FINANCIAL MANAGEMENT**

A. Lawyers for Human Rights shall be responsible for accounting for all funds provided under this Agreement. Reimbursement for expenses incurred shall be in the form of a monthly submission of invoices, checks, payroll sheets, etc. as further described in Part B of this Section. Set forth below in Section V, "Financial Plan" of this Agreement is a one-year budget based upon expected expenditures covered by this Agreement. This budget contains an estimate of quarterly Agreement expenditure requirements and a request for a 30-day advance. Due to administrative procedures, a sufficient advance of funds will be provided to cover expenses for three months of operations. Execution of this Agreement constitutes USAID approval of the advance, and for AID's internal purposes, earmarks and commits all funds obligated under the Agreement. Any interest earnings from funds provided under this Agreement will be returned to USAID.

**B. Disbursement Procedures**

1. Local currency disbursements from USAID to LHR will be made through monthly reimbursements for expenses incurred during the previous month. Each reimbursement request will include (a) a summary sheet listing in a format compatible with the budget the purpose and amount of all (individual) expenses incurred with a sub-total for each budget line item and a grand total; and (b) copies of paid invoices (not proforma invoices), checks, or other documentary evidence showing that funds were expended and the payee received such funds; e.g. an invoice stamped "paid", a cancelled check, a payroll sheet signed by the employee, etc.

2. Advances. It is recognized that an advance of funds is required, as working capital, to carry-out the purposes of this Agreement. Refer to Section IV A and Table 2 of Section V which requests such an advance.

(a) As discussed in para B1 above, monthly expenses are reimbursed. As such, USAID will reimburse the Recipient for recurring expenses financed from the advance, but non-recurring expenses financed from the advance will not be reimbursed. Rather than reimburse non-recurring expenses, the amount of the advance will be reduced by that amount. Consequently, when the Recipient submits its monthly reimbursement request per paragraph B.1., it is most important to include those expenses which will be used to reduce the advance balance.

(b) At the end of the Agreement period, any advance balance will be liquidated through submission of paid invoices and/or cash.

(c) Should there be a need to increase the level of the advance, USAID should be notified in writing at least 90 days before the required increase. USAID will advise, in writing, of any approved increases. Likewise, USAID reserves the right to decrease the level of this advance should expenditures fall below projected levels.

V. FINANCIAL PLAN

A. The illustrative Financial Plan for this Agreement is set forth in Table 1 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 Agreement Budget". All line-item adjustments must receive prior USAID approval.

Table 1

Illustrative Financial Plan

<u>Item</u>	<u>US \$</u>	<u>SAR</u>
1. LHR office support	11,300	20,900
2. Research and Court Monitoring	10,800	19,950
3. Research and Conference on KwaNdebele	24,300	45,000
4. Detainee support fund	32,525	60,160
5. Financial Services	2,100	3,886
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Total:	81,025	149,076

Table 1a  
 Illustrative Financial Plan  
 breakdown (SAR)

1.	LHR office support	
	a. coordinator salary	18,300
	b. telephone	1,100
	c. photocopying, stationary, postage	1,500
		<hr/>
	subtotal (a):	20,900
2.	Research and court monitoring	
	a. researcher salary	15,600
	b. car rental	2,400
	c. travel allowance	1,950
		<hr/>
	subtotal (b):	19,950
3.	Research and Conference on KwaNdebele	
	a. "environmental impact" study	20,000
	b. conference costs	25,000
		<hr/>
	subtotal (c):	45,000
4.	Detainee support fund	
	a. detainees, political prisoners and trialists	25,000
	b. detainee and political prisoner dependents	23,160
	c. litigation fund	12,000
		<hr/>
	subtotal (d):	60,160
5.	Financial services	3,886
		<hr/>
	Total:	149,896

Table 2  
90 day Advance Budget

SAR

<u>Item</u>	<u>Total budget</u>	<u>This advance</u>
1. LHR office support	20,900	5,225
2. Research and Court Monitoring	19,950	4,987
3. Research and Conference on KwaNdebele	45,000	10,000
4. Detainee support	60,160	15,000
5. Financial services	3,886	971
Total:	149,896	36,183

**B. Level of Assistance**

The budget line items provided in Table 1 above have been calculated by taking the amounts required by Lawyers for Human Rights in South African Rands and then converting these to U.S. Dollars at an exchange rate of R1.85/US\$1. While the Rand amounts are included in Table 1 for illustrative purposes, the U.S. Dollar totals, and not their Rand equivalents, constitute the binding level of USAID assistance.

Due to exchange rate fluctuations, South African Rands available under any individual item financed under this Agreement may exceed levels budgeted for by Lawyers for Human Rights, and thus allow other items to be financed as well. In such an event, Lawyers for Human Rights will consult with USAID on the priority use of these funds, and arrangements will be made to amend the Agreement to provide for their expenditure. However, should changes in the exchange rate result in fewer South African Rands being available than budgeted for, Lawyers for Human Rights must finance the shortfall since the U.S. dollar amount prevails.

**VI. REPORTING**

The recipient shall submit a semi-annual progress report in a format which will be specified in a separate letter.

**VII. OVERHEAD RATE**

Not applicable.

**VIII. 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."

**IX. AUTHORIZED GEOGRAPHIC CODE**

The authorized geographic code for all procurement with AID funds under the Agreement is the United States and Republic of South Africa, meaning that all goods and services financed by this Agreement shall have, with respect to goods, their source and origin and, with respect to services, their nationality in the United States or the Republic of South Africa.

**X. LOCAL COST FINANCING WITH U.S. DOLLARS**

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.

**XI. SPECIAL PROVISIONS**

**A. Covenants**

**1. Procurement**

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

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

(c) 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 and, for the purposes of implementing this provision, Namibia.

2. Except as provided in Section B.1. above, all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, free and open competition.

**XII. STANDARD PROVISIONS**

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

ATTACHMENT 2

PROGRAM DESCRIPTION

I. SUMMARY

This Agreement provides funds to Lawyers for Human Rights (LHR), Pretoria, to support LHR's financing of (1) legal cases, research, a conference, aid to detainees and political prisoners and their dependents and other matters involving human rights in South Africa as described herein and (2) certain operating costs of LHR.

II. BACKGROUND

1. Lawyers for Human Rights, Pretoria, is a branch of the nationwide Lawyers for Human Rights, a body of legal professionals concerned with issues of human rights in the South African context. LHR, Pretoria members undertake human rights litigation and promote the study of human rights in this country. LHR, Pretoria as a body undertakes human rights pressure group activities to seek to redress abuses of human rights, and attempts to inform the public about human rights and their violation. It also undertakes a number of practical activities, such as assisting with the establishment of community based advice offices, training advice office staff, and coordinating legal assistance to persons referred by advice offices.

2. Research and Court Monitoring

LHR Pretoria undertakes this activity as part of its attempt to chronicle abuses of human rights in South Africa and bring them to the attention of the public. This aspect of its work also allows it to more effectively act as a pressure group for or advocate of human rights. In addition to generally monitoring the situation with regard to human rights, it also undertakes specific research projects.

3. Conference on KwaNdebele

a) KwaNdebele is currently a "homeland" destined to become an "independent state". It appears that the vast majority of the people of KwaNdebele do not wish it to become independent, and support the traditional ruling family as leaders. However, the situation is fairly complex, and actual facts are difficult to ascertain. The situation is compounded by State of Emergency regulations and by the detention without trial of numerous community leaders and former politicians. The conference is intended to bring several issues to light, document the SAG's position and provide a forum for debate. LHR, Pretoria believes that it is important that such issues are raised and the implications thereof discussed, and the public be informed of the situation.

b) In order to more fully research the situation with regard to KwaNdebele, LHR will commission an "environmental impact study" which will in effect be a feasibility study analysing the impact independence would have on KwaNdebele, and its ability to be self-sustaining.

4. A large number of persons continue to be detained at the State's discretion, often for long periods of time. The immediate effect of detentions is generally that dependants suffer materially, particularly when the sole supporter of a family is detained. The economic recession has made it difficult for other family members to obtain employment, and for many, the descent into the poverty cycle is inevitable. The problems are worsened in many cases in that ex-detainees are unable to return to their previous employment or seek alternative employment on their release. Additionally, many ex-detainees have been psychologically affected by their experience, and need counselling and psychotherapy in order to re-adjust to life outside of prison. Political prisoners and their families face the same problems as detainees, but often to a greater extent, as the time periods involved are far longer.

Persons awaiting trial or whose trial is on-going also suffer materially, as oftentimes the process is lengthy and the accused are denied bail, or when bail is granted the conditions are such that a return to work is impossible, even if employment opportunities exist.

### III. PROGRAM DESCRIPTION

This Agreement provides funds for a program comprising four components: 1) the Lawyers for Human Rights, Pretoria office; 2) a research and court monitoring program; 3) a conference on KwaNdebele; and 4) a detainee support fund.

- 1) Lawyers for Human Rights Pretoria operates an office which undertakes establishment of community advice offices, training of advice office workers, coordination of LHR, Pretoria's pressure-group activities, coordination of LHR, Pretoria's litigation on behalf of individuals and communities, and research and court monitoring on such matters as enforced removal, incorporation, detention, State of Emergency regulations and other such issues (see 2, below).

It is staffed by a coordinator, a researcher and a secretary, with voluntary assistance from LHR, Pretoria members. LHR, Pretoria contributes to the running of the office by paying for rental, secretarial services and a contribution to administrative costs. LHR Pretoria members also undertake litigation and provide legal advice. Agreement funds are provided for the coordinators' salary, transport costs and administration costs to the levels indicated in Tables 1 and 2 of Section V, Attachment I.

- 2) Research and court monitoring program. LHR Pretoria operates this program whereby it undertakes research on specific issues such as enforced removals, incorporations and detentions. It also monitors court decisions on human rights cases. It is staffed by a qualified researcher, whose work is augmented by voluntary assistance by LHR Pretoria members. Funds are provided under this agreement to meet the researcher's salary and transport costs.
- 3) Conference on KwaNdebele. a) As a result of its research work in this area, and in light of the current political and legal importance of the KwaNdebele issue, LHR, Pretoria decided to hold a conference at which the issues could be presented and a report of activities given. Information on KwaNdebele is generally difficult to obtain, and the representatives of the KwaNdebele people largely unknown outside of KwaNdebele. The conference is scheduled for

early 1988. Agreement funds will help meet costs of the conference and associated research as specified in Tables 1 and 2 of Section V, Attachment I. b) In order to fully ascertain facts and document the situation with regard to KwaNdebele and independence, LHR will commission an "environmental impact study" which will collect and analyse a broad spectrum of data. Such a study will be undertaken by professional researchers and will document the feasibility of KwaNdebele sustaining itself as an independent state, and the potential impact of independence on the KwaNdebele people. Not only will the research document socio-economic data, it will also focus on infrastructure, industrial development, natural resources, energy, and social welfare needs. Such data will then be analyzed and a comprehensive report produced. This report will provide background material for the conference, but will also be distributed to a wider public.

- 4) The purpose of this fund is to enable LHR, Pretoria to provide a) emergency financial assistance to detainees and political prisoners, ex-detainees and political prisoners, and the dependants of such persons, and b) to finance litigation on behalf of detainees generally, and detained minors particularly. LHR Pretoria agrees to open a separate bank account for this fund.

a) Such assistance is to be provided to persons by LHR Pretoria, in consultation with USAID. USAID shall pass requests for assistance which it receives to LHR Pretoria for consideration, and LHR Pretoria shall inform USAID of all decisions concerning the use of such funds prior to disbursements being made. Disbursements shall be made using rates agreed to by USAID and LHR Pretoria, within 30 days of signing this Agreement, after consultation with other bodies which administer similar funds.

Financial support using Agreement funds is intended to be strictly emergency assistance in order to avoid inculcating dependency or decreasing self-reliance. Financial support shall be provided to a) meet immediate material needs, and b) pay medical and psychotherapy fees.

b) Such funds shall be drawn upon by individuals and/or organizations which apply to USAID or LHR, and such organizations as the Detainees Support Committee (DESCOM) or Detainee Parents Support Committee (DPSC) or Free the Children acting on behalf of individuals and/or organizations. USAID and LHR will make funding decisions based on availability of funds according to a fee schedule to be agreed upon between LHR and USAID within 30 days of signing this Agreement.