

PD BB 945

EMBASSY OF THE
UNITED STATES OF AMERICA

Office of Development Affairs
September 28, 1987

Mr. R. Govender
Crisis Care
P.O. Box 56366
Chatsworth
Durban

Subject: Crisis Care, Human Rights Program
Agreement No: ~~674-0365-0~~ SS-7083-00

Dear Mr. Govender,

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development hereinafter "AID", hereby enters into this Agreement with Crisis Care (hereinafter "the Recipient"), and obligates the sum of \$30,000 to provide support for a program described in Attachment No. 1, entitled "Schedule", and Attachment No. 2, entitled "Program Description", of this Agreement.

This Agreement is effective and obligation is made as of the date of this letter and shall apply to commitments made by the Recipient in furtherance of program objectives during the period beginning September 28, 1987, and ending December 31, 1990.

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

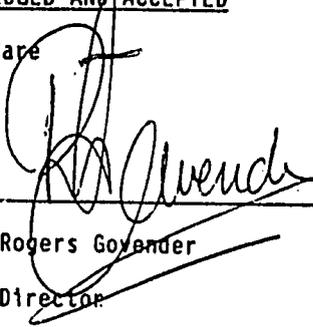
Sincerely,



Timothy J. Bork
Counselor for Development Affairs

ACKNOWLEDGED AND ACCEPTED

Crisis Care



By: Rogers Goxander

Title: Director

Attachments:

1. Schedule
2. Program Description
3. Standard Provisions
4. Advance Budget

FISCAL DATA:

Agreement No: 674-0305-G-SS-7083-00

Appropriation: 72-117/81037

BPC: GES7-87-21674-KG-13

Reservation Control No: 8870232

Amount: \$30,000

Drafted: A. Marshall, PDO

Clearances:

- Mark Johnson, SPDO (draft)**
- Carlos Pascual, Program Officer (draft)**
- Donald Keene, RLA (draft)**
- Rick Solloway, Controller (draft)**
- Wendy Stickel, Asst. Dir. (draft)**

ATTACHMENT NO. 1

SCHEDULE

I. OVERVIEW OF AGREEMENT

This Agreement provides funds to Crisis Care for implementation of on-going activities designed to increase understanding and promote dialogue between race groups in the Durban area, with a view to promoting a non-racial society.

II. PERIOD OF AGREEMENT

The effective date of this Agreement is September 28, 1987. The expiration date is December 31, 1990, meaning that no USAID funds under this Agreement shall be applicable to goods not furnished or services not performed for the project/program by this date.

III. AGREEMENT FUNDING AND PAYMENT

USAID hereby obligates the sum of \$30,000 for purposes of this Agreement.

IV. FINANCIAL MANAGEMENT

A. Crisis Care 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. Included in this Agreement, as Attachment 4, 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 Crisis Care 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 Attachment 4 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 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.

| <u>Item</u> | <u>US\$</u> | <u>SAR</u> |
|---------------------------------|-----------------|-----------------|
| 1. Seminar and Workshop Program | 12,000 | 22,200 |
| 2. Women's Forum | 9,000 | 16,650 |
| 3. Youth Programs | 9,000 | 16,650 |
| Total: | ===== 30,000 | ===== 55,500 |

B. Level of Assistance

The budget line items provided above have been calculated by taking the amounts required by Crisis Care 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 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 Crisis Care, and thus allow other items to be financed as well. In such an event, Crisis Care 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, Crisis Care must finance the shortfall since the U.S. dollar amount prevails.

VI. REPORTING

Crisis Care will provide USAID with a semi-annual progress report, in a format to be agreed upon in a separate letter. Crisis Care will also provide USAID with copies of materials produced using USAID funds.

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

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. Conditions Precedent to Disbursement

1. Accounting. Prior to the disbursement of funds and to the issuance of any commitment documents under the Agreement, the Recipient shall agree to allow USAID to conduct a financial review to confirm that proper financial management systems for accounting and record keeping exist.

B. 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 Crisis Care in support of community-based activities it undertakes which are designed to promote beneficial, peaceful social change leading to the sharing of power in a future non-racial society. Such activities are more fully described in Section V, Program Description.

II. BACKGROUND

Crisis Care is a church-based interdenominational community organization which undertakes, in conjunction with other organizations, a number of community oriented activities including advice office work, rural outreach, crisis counselling, pressure group activities, programs concerning the role and status of women, activities designed to meet the needs of young people, emergency material assistance and conflict resolution.

Crisis Care also forms part of a network of organizations in the Durban area concerned with enforced removals, group areas legislation and with inter-community tensions caused by such legislation. It works in conjunction with a number of other community and church organizations, such as Diakonia, Natal Advice Centers Association, the Association for Rural Advancement, Durban Residents Association and the Legal Resources Center in order to attempt to address some of the pressing issues of the present, but also work towards a more just and equitable future South Africa. A major concern of Crisis Care is to build understanding and support of different communities, and to this end it attempts to actively address Indian/African tensions and encourages programs which bring the whole black population together. Though church-based, Crisis Care is essentially a community organization, working with communities to help them address issues of concern.

III. PROBLEM

Under apartheid, black South Africans have been denied the opportunity to participate democratically in expressing their priorities and visions for South African society, and have been precluded from acting freely upon their collective ideals. Moreover, the normal process of allowing individuals to consider and debate their role in society as part of the educational system has been denied in the racially-biased education offered in black public schools. Upon reaching adulthood, it is rare that those victimized by apartheid have had opportunities to consider formally and systematically the nature of democracy and both the freedoms it affords and responsibilities it requires of a society.

Such denials have had a direct impact on the character and leadership of South African institutions. Blacks constitute only a fraction of business managers and professionals. Only in 1983 were regulations relaxed on black admission to previously "white" universities, yet even now "open" universities remain predominantly white, both in the student body and professional staff. Consequently, not only have blacks been denied a role in formal democratic

structures, they have had few institutional means to analyze and interpret socio-political events, to consider systematically the character of a post-apartheid democracy and how it would function, and to develop strategies for appropriate action promoting change in the interim.

At this stage in South Africa's crisis, development of institutions to redress this situation is critical for several reasons:

- (1) To initiate and conduct an effective process of dialogue, all parties must have clear views of their objectives and the means to their implementation.
- (2) In a volatile environment, well considered and debated strategies can promote constructive dialogue which may achieve tangible results.
- (3) With a legacy of institutionalized racial division, it will take time to bring a broad cross-section of South African society into a meaningful process of dialogue.
- (4) The foundations for a post-apartheid society should begin to be articulated now to facilitate the process of change and ensure its longevity.

IV. PURPOSE

The purpose of this Agreement is to support Crisis Care's work in communities to promote greater understanding and dialogue between different racial groups in the Durban area.

V. PROGRAM DESCRIPTION

This Agreement provides funds to Crisis Care for: 1) seminars and workshops to bring people of different racial and cultural backgrounds together, to share problems and experiences in the hope that greater understanding will be reached and some inter-racial tensions dispelled; 2) programs of its women's forum designed to bring women together to actively address issues of concern; and 3) activities designed to address the needs of young people and promote greater understanding between young people of different race groups.

1) The Seminar and Workshop Program

Crisis Care conducts, in conjunction with other community-based organizations, seminars and workshops which are designed to both address specific issues which cause tension between different racial groups, such as group areas legislation, squatters and housing issues, and enforced removals, and also to bring individuals and organizations together to bridge differences and attempt to practically work together for a more equitable, non-racial, future South Africa. Agreement funds are provided to finance such workshops and seminars, and to reproduce and distribute materials arising from them.

2) Women's Forum

The Women's Forum is a recently formed but integral part of Crisis Care's work of bridging divisions caused by apartheid policies and promote dialogue across racial and cultural groupings. The aims of the

Women's Forum are to address discriminatory practices affecting women, devise reconciliation strategies to promote greater interaction between women of different racial and cultural backgrounds, establish a forum for consultation and sharing of resources and information, conduct leadership training workshops for women to empower them to undertake leadership positions within communities, and form links with groups in other areas working toward similar goals. Agreement funds are provided to assist with workshops and to produce materials.

3) Youth Program

Crisis Care established the Christian Youth Movement in order to address some of the concerns faced by young people, and attempt to undertake projects which would help young people more fully exercise control over their existence. It holds non-racial weekend workshops and one-day events in order to encourage understanding and interaction between young people. Such workshops focus on leadership training, skills development, and promoting greater awareness of and dialogue about socio-political issues which affect communities. Agreement funds are provided to assist with the costs of such workshops and the reproduction and distribution of a newsletter which documents activities undertaken at them.

4. Implementation Procedures

For each workshop financed by this Agreement, Crisis Care will provide USAID: (a) a summary of the topics discussed and (if relevant) the participating organizations, and (b) an itemized budget of the costs covered certified by the Director of Crisis Care. USAID will use the itemized budgets to reimburse Crisis Care for its expenditures. Eligible costs will be: facility rental and services; travel, accommodation and honoraria for speakers; publicity; and any administrative and organizing costs. Crisis Care will maintain in its own files receipts to document specific expenditures.

For materials produced under the Agreement, Crisis Care will provide USAID with receipts to document actual costs, which will be reimbursed by USAID. Eligible costs are: honoraria for commissioning papers, photocopying or other reproduction costs, binding of materials, and mailing or other distribution costs. Receipts for any materials produced under the Agreement will be submitted with a copy of the materials.

VI. ILLUSTRATIVE FINANCIAL PLAN

The following tables are provided in support of the Agreement budget, Attachment 1, Section V-A.

Table 1

Illustrative Financial Plan

| <u>Item</u> | <u>1987/88</u> | <u>1988/89</u> | <u>1989/90</u> | <u>Total</u> |
|---------------------------------|----------------|----------------|----------------|--------------|
| 1. Seminar and Workshop Program | | | | |
| a) workshops | 2,000 | 2,800 | 3,500 | 8,300 |
| b) reproduction of materials | <u>1,000</u> | <u>1,200</u> | <u>1,500</u> | <u>3,700</u> |
| subtotal | 3,000 | 4,000 | 5,000 | 12,000 |
| 2. Women's Forum | | | | |
| a) workshops | 1,500 | 1,800 | 2,100 | 5,400 |
| b) reproduction of materials | <u>1,000</u> | <u>1,200</u> | <u>1,400</u> | <u>3,600</u> |
| subtotal | 2,500 | 3,000 | 3,500 | 9,000 |
| 3. Youth Program | | | | |
| a) workshops | 1,500 | 1,800 | 2,100 | 5,400 |
| b) reproduction of materials | <u>1,000</u> | <u>1,200</u> | <u>1,400</u> | <u>3,600</u> |
| subtotal | 2,500 | 3,000 | 3,500 | 9,000 |
| TOTAL: | 8,000 | 10,000 | 12,000 | 30,000 |

Table 2
Illustrative Financial Plan

| <u>Item</u> | <u>SAR</u> | | | <u>TOTAL</u> |
|---------------------------------|----------------|----------------|----------------|---------------|
| | <u>1987/88</u> | <u>1988/89</u> | <u>1990/91</u> | |
| 1. Seminar and Workshop Program | | | | |
| a) workshops | 3,700 | 5,180 | 6,475 | 15,355 |
| b) reproduction of materials | 1,850 | 2,220 | 2,775 | 6,845 |
| subtotal | 5,550 | 7,400 | 9,250 | 22,200 |
| 2. Women's Forum | | | | |
| a) workshops | 2,775 | 3,330 | 3,885 | 9,990 |
| b) reproduction of materials | 1,850 | 2,220 | 2,590 | 6,660 |
| subtotal | 4,625 | 5,550 | 6,745 | 16,650 |
| 3. Youth Programs | | | | |
| a) workshops | 2,775 | 3,330 | 3,885 | 9,990 |
| b) reproduction of materials | 1,850 | 2,220 | 2,590 | 6,660 |
| subtotal | 4,625 | 5,550 | 6,475 | 16,650 |
| TOTAL: | 14,800 | 18,500 | 22,200 | 55,500 |

ATTACHMENT 4

Advance Budget

The following budget represents quarterly requirements under the Agreement during the first year. The first advance check will cover the first quarter requirements.

| | <u>Quarter 1</u> | <u>Quarter 2</u> | <u>Quarter 3</u> | <u>Quarter 4</u> | <u>First Year</u> |
|------------------------------------|----------------------|----------------------|----------------------|----------------------|-----------------------|
| 1. Seminar and Workshop Program | | | | | |
| a) Workshops | 1,000 | 900 | 900 | 900 | 3,700 |
| b) Reproduction of Materials | 650 | 400 | 400 | 400 | 1,850 |
| subtotal | <u>1,650</u> | <u>1,300</u> | <u>1,300</u> | <u>1,300</u> | <u>5,550</u> |
| 2. Women's Forum | | | | | |
| a) Workshops | 1,000 | 600 | 600 | 575 | 2,775 |
| b) Reproduction of Materials | 650 | 400 | 400 | 400 | 1,850 |
| subtotal | <u>1,650</u> | <u>1,000</u> | <u>1,000</u> | <u>975</u> | <u>4,625</u> |
| 3. Youth Programs | | | | | |
| a) Workshops | 1,000 | 600 | 600 | 575 | 2,775 |
| b) Reproduction of Materials | 650 | 400 | 400 | 400 | 1,850 |
| subtotal | <u>1,650</u> | <u>1,000</u> | <u>1,000</u> | <u>975</u> | <u>4,625</u> |
| TOTAL: | 4,950 | 3,300 | 3,300 | 3,250 | 14,800 |