

PD BBI 938

EMBASSY OF THE
UNITED STATES OF AMERICA

Office of Development Affairs
September 28, 1987

Mr. P. Pule
Advice Centers Association
1st Floor
Zambesi House
Von Welligh and Commissioner Sts.
Johannesburg
20001

Subject: Community Outreach and Leadership Development Project
Advice Center Association
Agreement No. ~~674-0301-0~~ SS-7065-00

Dear Mr. Pule:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the Agency for International Development (hereinafter "USAID") hereby enters into this Agreement with The Advice Centers Association (hereinafter "the Recipient"), and obligates the sum of \$55,000 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. The Agreement and obligation shall apply to commitments made by the Recipient in furtherance of program objectives during the period beginning with the effective date and ending on December 31 1990.

This Agreement is entered into with The Advice Centers Association on condition that the funds will be administered in accordance with the terms and conditions set forth in Attachment 1, "the Schedule", Attachment 2, "Program Description", and Attachment 3, "Standard Provisions". This letter, and the three attachments just described, which have been agreed to by your organization, constitutes 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

J Mhabele (Co-ordinator)

By:

Title:

Attachments:

1. Schedule
2. Program Description
3. Standard Provisions
4. Ninety Day Advance (as applicable)

FIGURE 2018.

Agreement No: 674-0301-G-SS-7065-00

Appropriation: 72-117/81021

BPC: GDS7-87-21674-KG13

Reservation Control No: B870027

Amount: \$55,000

Drafted: AMarshall

Clearances: Mark Johnson, SPDO
Carlos Pascual, Program Officer
Donald Keene/Ed Spriggs RLA
Rick Solloway, Controller

SCHEDULE

I. OVERVIEW OF AGREEMENT

This Agreement will provide funds to the Advice Centers Association (ACA) to provide training and liaison services to advice center workers. The nature of the program and terms of the Agreement are more fully described in Attachment 2 to this Agreement, entitled "Program Description".

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 \$55,000 for purposes of this Agreement.

IV. FINANCIAL MANAGEMENT

A. The Advice Centers Association shall be responsible for accounting for all funds provided under this Agreement. Financial reporting shall be in the form of monthly submission of invoices on an as-needed basis, as described in Part B of this Section, below. There shall be no other financial reporting requirements.

B. Disbursement Procedures

1. Local currency disbursements from USAID to The Advice Centers Association will be made through advances and monthly reimbursements. Included in this Agreement, as Attachment 4 is a 90-day advance budget based upon expected expenditures covered by the Agreement over a three month period from the date of execution of the Agreement. Execution of this Agreement constitutes USAID approval of the advance request, and, for AID's internal purposes, earmarks and commits all funds obligated under the Agreement.

2. Each month, The Advice Centers Association will submit invoices for all expenditures covered by the Agreement. USAID will replenish the advance for recurring expenditures; it will not replenish the advance for expenditures of a non-recurring nature.

3. At the end of the Agreement period, any advance balance will be liquidated through submission of paid invoices and/or cash. Any interest earnings from funds provided under the Agreement will be returned to USAID.

4. 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. 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.

B. Level of Assistance

The budget line items provided in Table 1 have been calculated by taking the amounts required by The Advice Centers Association 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 The Advice Centers Association, and thus allow other items to be financed as well. In such an event, The Advice Centers Association 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, The Advice Centers Association must finance the shortfall since the U.S. dollar amount prevails.

VI. REPORTING

The Advice Centers Association will submit semi-annual program reports to USAID in a format which will be defined at a later date.

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 or to the issuance of any commitment documents under the Agreement, the Recipient shall provide, in form and substance satisfactory to USAID, evidence that the Recipient has established a bank account for the proper receipt, processing and disbursement of all funds provided under this Agreement.
2. ACA will inform USAID of persons to receive USAID funding prior to disbursements being made.

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 NO. 2

PROGRAM DESCRIPTION AND FINANCIAL PLAN

I. SUMMARY

This Agreement provides funds to the Advice Centers Association (ACA) to provide training and liason services to new advice centers, and upgrade the skills of established advice center workers. The advice center workers who will receive training will be agreed upon by ACA and USAID, and will be either staff of advice centers in receipt of USAID funds or staff of advice centers proposed by ACA.

II. BACKGROUND

A. Advice Centers Association

Community based advice and mediation centers have become increasingly important in recent years, and are much needed in the current climate of South Africa, both because of the role they play in informing people of their rights and the potential mechanisms for redress in cases of abuse, and also because of the vitally important social and legal function that they fulfil. Community-based advice centers can be a pivotal point of community leadership, and also of building a sense of communal identity in that they are centers of awareness building, and of addressing issues of concern to community members. In more general terms they are also important as they are often, in the situation defined by apartheid, the first and oftentimes only mechanism people have of voicing their concerns and finding a receptive audience. Apartheid has created a cycle of increasing alienation in which people are unaware of their rights or of how to respond to the situation they find themselves in, are denied access to any facility to address abuses, are confused and uninformed or misinformed about many of the regulations that the State has imposed, and are constantly rebuffed in their attempts to exercise a modicum of control over their lives. The spiralling effect of alienation is exacerbated by socio-cultural problems faced by most black communities, and the ever increasing labyrinth of regulations that the State imposes. It is in response to this situation that the advice office movement has grown so rapidly in recent years. This growth has, however, led to concerns that those persons working in advice offices are adequately trained to meet the needs of their constituents.

III. PROBLEM

The need for community based advice offices has increased tremendously in recent years, with the result that a number of advice offices have been established in communities throughout South Africa. The major problems are, however, that there is no single recognized training mechanism for advice office workers, and that funds are often in short supply. A number of organizations, including the Legal Resources Center, the Black Sash and the Advice Centers Association have attempted to run training programs to help advice office workers acquire necessary skills, but there is concern that there are advice offices which have not benefitted from such programs and also that, given the burgeoning need, such organizations will not have sufficient funds at their disposal to meet the demand.

Given the South African context, it is essential that advice center workers are adequately trained and equipped to function and serve their communities well. It is not enough to simply be able to understand the workings of the law, or to be able to refer cases for legal opinion. The role of the advice center worker is also, possibly most importantly, one of counsellor and listener. For this, training is needed, there are specific skills which must be learned, or else the worker will not be able to adequately respond to the needs of the person seeking advice. Oftentimes, people are unable to articulate the real problem, and specific techniques are required to be able to elicit the required information to define the exact nature of the situation. An adequate knowledge base is also required to be able to provide the right advice, as otherwise people can be wrongly or inadequately advised, with the result that problems may be compounded rather than minimised. Those persons involved with the establishment of advice centers are concerned that workers receive proper training, and serve an adequate probationary period in a functioning office, and also that newly established advice offices have sufficient access to support mechanisms to enable them to respond to the needs of those seeking their services.

IV. PURPOSE

The purpose of this Agreement is to provide funds to the Advice Centers Association over a two-year period to permit it to expand its training program to meet the increasing demand. Advice Centers which are in receipt of USAID funds will be eligible for initial training using Agreement funds, and will be advised of this when they sign Agreements with USAID. Other advice centers, not in receipt of USAID funds, will also be eligible for training under the Agreement upon approval by USAID. Agreement funds will be used to provide a training program more fully described in V, Program Description, and to meet costs as specified in VIII, Financial Plan.

V. PROGRAM DESCRIPTION

This Agreement provides funds to the Advice Centers Association to run a training program for advice office workers throughout South Africa. The training program comprises five interrelated components: a) an initial supervised period of one month in an established office; b) discussion and question and answer sessions with advice office and ACA staff; c) theoretical training using worksheets and manuals; d) a probationary period during which time ACA staff will visit trainees in the field, be available for consultation and assist with specific queries; and e) attendance, as far as possible, of specific courses run by the ACA or other community organizations. The cost of training is currently R800 per advice office worker, as more fully described in Table 2, Individual Training Budget. Agreement funds will provide training for approximately 60 persons. The Advice Office from which the worker comes will provide a salary during the period of training. The director of the established advice office responsible for supervision will produce an evaluation report on the trainee, which will be forwarded to ACA.

Persons to benefit from USAID-funded training will be legally disadvantaged South Africans, and the need for affirmative action towards women will be borne in mind. The ACA and individual advice centers will determine which worker is accepted for training based on the needs of the organization and the community it serves. Decisions to train advice office staff will be made after an advice office has been in operation for approximately three months.

All possible efforts will be made to find a center close to advice offices to facilitate transportation. However, this Agreement also provides a special assistance fund which may be utilized in the event that ACA staff have to travel long distances to make supervisory visits or advice office staff have to temporarily re-locate to undergo training. The maximum amount to be drawn upon for each advice office worker is R250 for the first year and R300 for the second year. In the event the special assistance fund is not fully utilized, funds will be re-programmed on agreement between USAID and ACA to assist training of additional advice office workers.

In all cases individual advice offices will approach USAID directly for funding, although ACA may recommend advice offices to USAID, or USAID to advice offices. Funding decisions remain solely with USAID.

Agreement funds are also provided for the purchase of a vehicle in order that ACA staff may make necessary supervisory and follow-up visits to advice centers, to assist with problems encountered and to provide an on-call service where necessary.

Table 1

Illustrative Financial Plan
US\$

| <u>Item</u> | <u>1987/88</u> | <u>1988/89</u> | <u>1989/90</u> | <u>Total</u> |
|----------------------------|----------------|----------------|----------------|--------------|
| 1. Training, 60 persons | 8,600 | 10,400 | 12,500 | 31,500 |
| 2. Special assistance fund | 3,200 | 3,900 | 4,600 | 11,700 |
| 3. Vehicle | 11,800 | - | - | 11,800 |
| Total: | 23,600 | 14,300 | 17,100 | 55,000 |

Table 1a

Illustrative Financial Plan
SAR

| <u>Item</u> | <u>1987/88</u> | <u>1988/89</u> | <u>1989/90</u> | <u>Total</u> |
|----------------------------|----------------|----------------|----------------|--------------|
| 1. Training, 60 persons | 16,000 | 19,200 | 23,040 | 58,240 |
| 2. Special assistance fund | 6,000 | 7,200 | 8,460 | 21,660 |
| 3. Vehicle | 21,850 | - | - | 21,850 |
| Total: | 43,850 | 26,400 | 31,500 | 101,750 |

TABLE 2

Illustrative Individual Training Budget

| Item | SAR |
|---|------------|
| 1. Training Costs per person | |
| a) initial supervised period | 100 |
| b) ACA visits/consultation | 200 |
| c) training materials | 200 |
| d) probationary visits (6) from ACA staff | <u>300</u> |
| Total: | <u>800</u> |

ATTACHMENT 4

TABLE 3

90 DAY ADVANCE

| Item | Total budget | This advance |
|----------------------------|---------------|---------------|
| 1. Training | 66,000 | 7,500 |
| 2. Special assistance fund | 15,400 | 750 |
| 3. Vehicle | <u>20,350</u> | <u>20,350</u> |
| Total: | 101,750 | 28,600 |