



United States Agency for International Development

Contract Information Management System (CIMS)

DIRECT ACTION DATA FORM FOR GRANTS & COOPERATIVE AGREEMENTS

1. Basic Award Number 674-0305-G-SS-2021-00

AUG 27 1993

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 to provide legal representation to members of Hostel Dwellers Organizations, other individuals living in hostels and other community based 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

Human Rights

Name (Last, First)

Coronado, Louis

7. Grant Agreement Type

- Input options for 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

- Input options for 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

- Input options for 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

- Input options for Business Organization Type: A. Corporation, B. Individual, C. University or College, D. Historically Black College or University, E. Educational Organization, F. International Center, G. Research Organization, 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

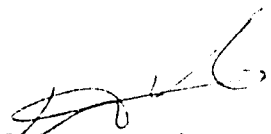
13.b. Signature

14.a. Contract Officer (Last, First, MI) Weber, Janice M.

14.b. Signature

COPY OF AWARD DOCUMENT MUST BE ATTACHED TO THIS FORM

ACTION MEMORANDUM FOR THE ACTING DIRECTOR, USAID/SOUTH AFRICA

DATE: May 12, 1992 
FROM: Louis Coronado, Human Rights Officer
SUBJECT: Human Rights Project (674-0305)
Agreement 674-0305-G-SS-2021-00

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 hostel dwellers organizations, individuals living in hostels and other community based organizations giving evidence before the Standing Commission on Violence.

II. Authority: Pursuant to Redelegation 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: The present climate of violence is affecting, in different degrees, all segments of the South African society and residents living under the hostel system are not an exception. This system is one of the most visible vestiges of the Apartheid System created under the Group Areas Act. Hostels are single-sex dormitories built by the government for people working in urban areas and having permanent residence in the rural areas; inmates are not allowed to bring their families to live with them. The hostels have been a source of discontent since their very inception, not only for the residents themselves, but also for neighbors, political parties, community organizations and anti-apartheid groups.

Most hostels in the Reef area are occupied by Zulu-speaking males, with a small representation from other ethnic groups. The majority of the Zulu-speaking hostel residents are members of the Inkatha Freedom Party (IFP). These IFP members formed the Hostel Dwellers Association (HDA), whose purpose, they claim, is to protect hostel dwellers against attacks from local residents. But, on the other hand, local residents view these dwellers as an important and continuous source of threats and violence.

The consensus of all black sectors, including hostel dwellers, human rights and community organizations, plus some of the white political parties, is that this system undermines one of the most basic human rights of any individual, to live with and maintain a family together. Therefore, the system should be abolished and replaced by family housing units.

The hostel dwellers feel that they are especially vulnerable to threats and are generally the victims of attacks from members of the local communities because:

1. hostel dwellers are easily identifiable as a group;
2. hostel dwellers are predominantly males;
3. they are perceived as supporting one political party;
4. the hostels are in a poor state of repair; and
5. the perception exists that the hostels are an evil and need to be demolished.

These perceptions, taken from a letter signed by lawyer Max Mosselson requesting financial support for the Hostel Dwellers Association - Thokoza Branch, reflect the common view of various bodies, political parties, government, residents and others and have resulted in an environment of fear among hostel dwellers.

The following violent incidents in the last couple of years require that a solution be found as soon as possible:

1. The massacre of Inkatha marchers on September 8, 1991; this event is perceived by some 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 the Soweto residents.
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. This tension culminated in two police killings on the night of September 16, 1991.
4. The assassination of Sam Ntuli on September 29, 1991.
5. The killings of 18 people 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.

In October of 1991, an ad hoc commission was set up to investigate public violence and intimidation--the extent of it, what causes it, who is involved and what can be done to prevent it. This is the "Standing Commission on Violence" under the chairmanship of Mr. Justice Richard Goldstone and with the following members: vice-chairman Mr. Niel Rossouw, SC, Miss Lillian Baqwe, Adv. Solly Sithole and Mr. Gert Steyn.

At the present moment there are five committees investigating political violence and intimidation. The general subject matter addressed by each of the five committees is as follows:

- 1) Thokoza Township. This probe into violence in the East Rand township established in September 1991, was the first to be appointed. A more detailed discussion follows below.
- 2) The Welkom Mines case. The committee on Violence at President Steyn Mine was established on November 3, 1991. The main subjects of this probe are the investigation of violence, the hostel system and the national stayaway called by COSATU, NACTU and other organizations in November, 1991. During the violence at the mine, 86 people died and fears were expressed that when Xhosa and Sotho workers returned to share the same hostels, further clashes might occur. However no major problems took place.
- 3) Mass Demonstrations. The third committee was established on December 6, 1991. Its aim is to investigate how mass demonstrations should be organized and policed. The committee is chaired by Judge Richard Goldstone assisted by commission member Mr. Niel Rossouw, who was Cape Town's attorney-general and Prof. D. Van Zyl Smit, the dean of UCT's law faculty.
- 4) Violence on train and the "taxi wars". This committee is chaired by Mr. Niel Rossouw, SC, vice-chairman of the commission, assisted by another commission member, Mr. Gert Steyn with advocate BM Ngoepe of the Pretoria Bar, and Cape Town attorney and former president of the Association of Law Societies, Mr. LS van Zyl.
- 5) SADF Front Groups. The Weekly Mail, on January 3, 1992, published allegations that the SADF was funding "front organizations" which sponsored violence in black townships. On January 13, 1992, the Minister of Defense, Mr. Roelf Meyer, and the ANC both asked the Commission to probe the allegations.

Even though the Commission and normal court proceedings have different mechanisms and, to a certain extent, objectives, the two are complementary; for instance: the New Nation (December 10, 1991) indicated that two policemen based at Schweizer-Reneke were part of a conspiracy to abduct and murder the chairman of the Ipelegeng Civic Association. By December 19, 1991, the commission had met in private, accepted a tape recording as evidence and questioned the policemen and the New Nation's informant. Because it appeared that a crime had been committed, it referred the case to the attorney-general of the Transvaal for further investigation.

An important factor in the performance of this Commission has been that the presence of independent, impartial lawyers seems to promote negotiation and convince witnesses to appear before the Commission. For example, in the Thokoza inquiry, hostel dwellers who had never seen conditions in a squatter camp--and squatters who would never have ventured into a hostel--saw each other's living conditions as they accompanied Commission members on an inspection. In gathering evidence, the Commission also brings sides together. This was the case in Thokoza, Welkom and Mooi River, where people who had regarded each other with utmost suspicion have begun to communicate. "Peace, admittedly fragile in places, is being restored by the Commission's persistent probing of the causes of localized strife" (article written by Cathy Stagg, "The probe continues," Sunday Times, February 2, 1992).

When the Standing Commission on Violence was established, the Sine Qua Non underlying concept was to allow all organizations, including the SAG, ANC, PAC, AZAPO, CIVICS, IFP, Hostel Dwellers, etc., that were, in one way or another, implicated in the violence to present all their evidence and allegations regarding the cause of the continued violence in South Africa.

The members of the hostels decided to represent their own interests and to plead their case before this Commission as a separate entity. If the hostels are separately represented, the hostel leaders argue, then their case will be pleaded in a better and more effective manner and thereby contribute to the lessening of enmity and help create the trust necessary to restore order to the townships, especially Thokoza.

This inquiry into Thokoza is important because (1) Thokoza may be a microcosm of what is happening in South Africa generally and (2) 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.

The Commission is investigating and collecting evidence on the incidents mentioned above. Evidence to be presented before the Commission will include the opinion of expert witnesses on how socio-political condition affects violence. The chairperson of this committee is Mr. Solly Sithole, an advocate who practiced at the Pretoria Bar and was previously a law teacher at the University of the North. He is assisted by another commission member, Miss Lillian Baqwe, an attorney from Newcastle, Natal.

So far, 31 witnesses from the ANC, Civic Associations of Southern Transvaal, East Rand Hostel Dwellers' Association, SAP and SADF have testified. Their evidence has been transcribed and runs to more than 13,000 pages.

Lawyers for Human Rights attempted to obtain financial support from the Government to defray legal costs of community and other organizations (including the hostel organizations) to bring their evidence before the Commission. No positive results were obtained. LHR was concerned about statements made by HDA that its members were not going to take part in the Commission because of lack of funds for legal representation. Most people interpreted this statement as a flimsy excuse not to participate in the Commission. Because it is considered that the hostel element constitutes a major component of the violence, its input and testimony are very important. The HR office also considers the participation of members of the Hostel Dwellers' Association in this Commission to be of vital importance, because without their participation the findings of the Commission may be regarded by some as biased.

The USG is extremely interested in obtaining peace in South Africa. For peace to prevail all people and organizations should be given an equal opportunity to participate in the process of working towards peace. This grant will assist Lawyers for Human Rights with the necessary funds to provide legal representation to members of the hostel associations.

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 \$1,600,000 and the total FY92 HR portfolio obligations to \$2,359,050.

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 Human Rights Office's opinion 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 Human Rights Office's opinion 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 or other "third" 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 opinion that the subject organization possesses suitable policies and practices to ensure adequate management of USAID funds supplied under this Agreement. This opinion is based on the 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 opinion 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.

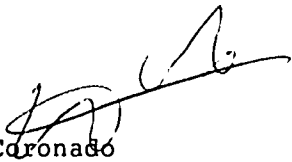
5. Travel Policies - The Recipient will provide for USAID approval its travel and per diem policy for travel not to exceed US Government rates. In the case that the Recipient does not establish a travel and per diem policy, the prevailing U.S. Government rates shall apply.

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: *Janice M. Weber*
Janice M. Weber
Acting Director

Disapproved: _____

Date: *May 29, 1992*



Drafted: HR:LCoronado

Clearances:

SPO: FMangera	<u>JM</u>	Date	<u>5/29/92</u>
CONT: GHensley	<u>JM</u>	Date	<u>5/27</u>
SPDO: DRathbun	<u>DR</u>	Date	<u>5/27</u>
RLA: DKeene	<u>DK</u>	Date	<u>5/20</u>

UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT
USAID/South Africa

USAID/South Africa
P.O. Box 1882
Pretoria 0001

June 1, 1992

Tel: (012) 217-212
Fax: (012) 323-6443

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-2021-00

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. 2, entitled "Program Description," of this Agreement.

This Agreement is effective and obligation is made as of the date this letter is signed by an authorized USAID representative. The Agreement and obligation shall apply to commitments made by the Recipient in furtherance of program objectives during the period beginning on or after 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, "A.I.D. Geographic Code List," Attachment 6, "Guidelines for Financial Audits Contracted by Foreign Recipients," and Attachment 7, "Tariff of Maximum Counsels' and Attorneys' Fees and Disbursements" identified as "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,


Janice M. Weber
Acting Director

ACKNOWLEDGED AND ACCEPTED

By: Franklin R. Rouse

Title: Ex. Director

For: L. H. R.

Date: 2.6.72

Attachments:

1. Schedule
2. Program Description
3. Standard provisions and optional provisions as applicable
4. Disbursement of and Accounting for Agreement funds
5. A.I.D. Geographic Code 935 List
6. Guidelines for Financial Audits Contracted by Foreign Recipients
7. Tariff of Maximum Counsels' and Attorneys' Fees and Disbursements - Annexure "A"

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 members of Hostel Dwellers Organizations, other individuals living in hostels and other community based 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, the grantee may use funds from this Grant to cover eligible expenses incurred on or after January 1, 1992. 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. Payments shall be made to the Recipient in 4 tranches. The first tranche will be paid within 60 days of the signing of the Grant Agreement. The other tranches will be disbursed according to a schedule submitted by the Grantee and approved by the Human Rights Officer. No individual tranche can exceed \$30,000. Tranches subsequent to the first tranche will require the following documentation to be submitted to the Human Rights Officer, and the Project Officer's administrative approval will indicate submission to and acceptance by USAID/SA of:

-an interim report, describing program accomplishments which may be required in the Grant; and

-a financial report certifying the amount of funds received under the Grant and that the funds were utilized for the Grantee's program approved in the Grant. This report should indicate the amounts and types of program expenses incurred with grant funds.

A final narrative and financial report is required within 60 days of completion of the Grant.

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 Agreement Budget."

Table I

Illustrative Financial Plan

	<u>Amount in</u> <u>SAR</u>
This grant is intended to fund costs of the Recipient's program such as Attorneys' and Advocates' fees and related legal charges (e.g., court fees, costs, attorney, client and witness travel, etc.)	265,000

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 level exceed the obligated dollar amount as provided 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.

VI. REPORTING

The Recipient will 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.

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 18, entitled "Title to and Use of Property."

IX. 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.

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. Procurement

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

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

3. Definitions: Individuals and organizations disadvantaged by apartheid shall mean: (1) South African individuals of 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.

B. Competition: Except as otherwise provided in Sub-Section A. above, all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, free and open competition.

C. Staff Recruitment: The Recipient agrees that all staff recruitment for positions funded by USAID will be carried out through an appropriate competitive process and that salary levels will be in accordance with community and professional standards.

D. Travel and Per diem: The Recipient will provide for USAID approval a copy of its travel and per diem policy covering both domestic and international travel for its staff and for program participants not to exceed U.S. Government rates. In the event the Recipient does not establish a policy, U.S. Government regulations governing travel and per diem shall apply.

E. Political Affiliation: The Recipient agrees that programs funded under this Agreement will be made available to individuals and groups regardless of their political beliefs or affiliations. The Recipient shall not discriminate in its hiring practices or in the provision of its services against individuals or organizations who associate themselves with any particular political philosophy. The 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. 1. Professional fees and charges paid under this Agreement shall not exceed the rates specified in the Schedule attached hereto as Annex A, except as A.I.D. may otherwise agree in writing. \$135 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 in court 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.

2. 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 counsel and to negotiate as reasonable a fee as possible in each case.

XII. STANDARD PROVISIONS

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

ATTACHMENT NO. 2

PROGRAM DESCRIPTION

I. SUMMARY

The purpose of this Agreement is to support the Recipient's program to provide legal representation to members of Hostel Dwellers Association, individuals living in hostels and other community based organizations giving evidence before the Standing Commission on Violence.

II. General Background on the Commission

The Standing Commission on Violence, under the chairmanship of Mr. Justice Richard Goldstone, was set up in October, 1991, to investigate public violence and intimidation --the extent of it, what causes it, who is involved and what can be done to prevent it. The following persons were appointed to this Commission: chairman Mr. Justice Richard Goldstone, vice-chairman Mr. Niel Rossouw, SC, Miss Lillian Baqwe, Adv. Solly Sithole and Mr. Gert Steyn.

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4) Violence on train and the "taxi wars". This committee is chaired by Mr. Niel Rossouw, SC, vice-chairman of the Commission, assisted by another Commission member, Mr. Gert Steyn, with advocate B.M. Ngoepe of the Pretoria Bar, and Cape Town attorney and former president of the Association of Law Societies, Mr. LS van Zyl.

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III. PROGRAM DESCRIPTION

The present climax of violence is affecting, in different degrees, all segments of the South African society. Among them, residents living under the hostel system are undergoing an extreme level of violence. This system is one of the most visible vestiges of the apartheid system created under the Group Areas Act. Hostels are single-sex dormitories built by the Government for people working in urban areas and having

permanent residence in the rural areas; inmates are not allowed to bring their families to live with them. The hostels have been a source of discontent since their very inception, not only for the resident themselves, but also for neighbors, political parties, community organizations and anti-apartheid groups.

Most hostels in the Reef area are occupied by Zulu-speaking males, with a small representation from other ethnic groups. The majority of the Zulu-speaking hostel residents are members of the Inkatha Freedom Party (IFP). These IFP members formed the Hostel Dwellers Association (HDA), whose purpose, they claim, is to protect hostel dwellers against attacks from local residents. But, on the other hand, local residents view these dwellers as an important and continuous source of threats and violence.

The consensus of all black sectors, including hostel dwellers, human rights and community organizations, plus some of the white political parties, is that this system undermines one of the most basic human rights of any individual which is to live with and maintain a family together. The system should be abolished and replaced by family housing units.

The hostel dwellers feel that they are specially vulnerable to threats and are generally the victims of attacks from members of the local communities because:

1. hostel dwellers are easily identifiable as a group;
2. hostel dwellers are predominantly males;
3. they are perceived as supporting one political party;
4. the hostels are in a poor state of repair; and
5. the perception exists that the hostels are an evil and need to be demolished.

These perceptions, taken from a letter signed by lawyer Max Mosselson requesting financial support for the Hostel Dwellers Association - Thokoza Branch, reflect the common view of various bodies, political parties, government, residents and others, and have resulted in an environment of fear among hostel dwellers.

The following violent incidents in the last couple of years require that a solution be found as soon as possible:

1. The massacre of Inkatha marchers on September 8, 1991; this event is perceived by some 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 the Soweto residents.
3. The escalating tension between Phola Park residents and the police arising out of a rumor that Phola Park residents were responsible for the massacre. This tension culminated 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.

When the Standing Commission on Violence was established, the Sine Qua Non underlying concept was to allow all organizations, including the SAG, ANC, PAC, AZAPO, CIVICS, IFP, Hostel Dwellers, etc., that were, in one way or another, implicated in the violence to present all their evidence and allegations regarding the cause of the continued violence in South Africa.

The members of the hostels decided to represent their own interests and to plead their case before this Commission as a separate entity. If the hostels are separately represented, the hostel leaders argue, then their case will be pleaded in a better and more effective manner and thereby contribute to the lessening of enmity and help create the trust necessary to restore order to the townships, especially Thokoza.

This inquiry into Thokoza is important because: (1) Thokoza may be a microcosm of what is happening in South Africa generally; and (2) 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.

The Commission is investigating and collecting evidence on the incidents mentioned above. Evidence to be presented before the Commission will include the opinion of expert witnesses on how socio-political condition affects violence. The chairperson of this committee is Mr. Solly Sithole, an advocate who practiced at the Pretoria Bar and was previously a law teacher at the University of the North. He is assisted by another Commission member, Miss Lillian Baqwe, an attorney from Newcastle, Natal.

So far, 31 witnesses from the ANC, Civic Associations of Southern Transvaal, East Rand Hostel Dwellers' Association, SAP and SADF have testified. Their evidence has been transcribed and runs to more than 13,000 pages.

Lawyers for Human Rights attempted to obtain financial support from the Government to defray legal costs of community and other organizations (including the hostel organizations) to bring their evidence before the Commission. No positive results were obtained. LHR was concerned about statements made by HDA that its members were not going to take part in the Commission because of lack of funds for legal representation. Most people interpreted this statement as a flimsy excuse not to participate in the Commission. Because it is considered that the hostel element constitutes a major component of the violence, its input and testimony are very important. The HR office also considers the participation of members of the Hostel Dwellers' Association in this Commission to be of vital importance, because without their participation the findings of the Commission may be regarded by some as biased.

The USG is very interested in obtaining peace in South Africa. For peace to prevail all people and organizations should be given an equal opportunity to participate in the process of working towards peace. This grant will assist Lawyers for Human Rights with the necessary funds to provide legal representation to members of the hostel associations.