



United States Agency for International Development

Contract Information Management System (CIMS)

FILED 104

DIRECT ACTION DATA FORM FOR GRANTS & COOPERATIVE AGREEMENTS

1. Basic Award Number 674-0301-G-SS-2067-00

2. Recipient Name South African Legal Defence Fund

3. Award Description (This description will be seen by high level Agency officials, as well as members of Congress.)
The purpose of this project is to provide legal and technical support to NGO community support groups which assist disadvantaged black communities.

SECTION

4. Principal Place of Performance

South Africa

5. Benefiting Country

South Africa

6. Project Officer

Office Symbol

COLD

Name (Last, First)

Wendel, Dennis

7. Grant Agreement Type

- A. Disaster Assistance
- B. American Schools & Hospitals Abroad (ASHA)
- C. Other Than Those Listed Above
- D. Title XII Authority

8. Basic Purpose

- A. Tech. Services to Host Country
- B. Commodities
- C. Train. Services to Host Country
- D. Research
- E. Arch. & Engineering Services
- F. Construction

7a. Extent Competed

- E. Competed by the Technical Office
- F. Competed by the Contracting Office
- G. Not competed (unsolicited proposal)
- H. Not competed (predominant capability, etc.)

9. Taxpayer Identification Number

10. Business Organization Type

- A. Corporation
- B. Individual
- C. University or College
- D. Historically Black College or University
- E. Educational Organization (other than University or College)
- F. International Center
- G. Research Organization (other than International Center)
- H. Voluntary Organization
- I. Foundation
- J. Hospital
- N. Hispanic American College or University
- Z. Other

11. If U.S. University, Host Country Institution

12. If obligated amount is in local currency, provide U.S. Dollar amount

\$300,000

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

Wendel, Dennis for

13.b. Signature

Dennis R. Wendel

14.a. Contract Officer (Last, First, MI)

Dean, Leslie A.

14.b. Signature

Leslie A. Dean

COPY OF AWARD DOCUMENT MUST BE ATTACHED TO THIS FORM

1

ACTION MEMORANDUM FOR THE DIRECTOR, USAID/SOUTH AFRICA

DATE: July 21, 1992

FROM: Harold Motshwane, GDO/HRO

SUBJECT: South Africa Community Outreach and Leadership Development (COLD) Project (674-0301); Agreement No. 674-0301-G-SS-2067-00 with the South African Legal Defence Fund (SALDEF).

I. PROBLEM

Your approval is required to obligate U.S. \$300,000 of FY92 funds under the COLD Project (674-0301) through a Grant Agreement with SALDEF, as described herein.

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 \$5.0 million.

III. DISCUSSION

SALDEF was established in South Africa in 1991 to take over the work of the London-based International Defence Aid Fund which, in recent years, provided South African human rights organizations upwards of \$15 million annually. The move to South Africa was dictated by several factors. The changing political climate demanded a broader array of legal work, and human rights organizations felt strongly that SALDEF should be based in South Africa and be run by South Africans themselves.

SALDEF's Council of Trustees is chaired by Dr. Beyers Naude and includes Mrs. Sheena Duncan (Black Sash), Advocate Arthur Chaskalson, S.C. and Advocate Dullah Omar. Also represented on the Council are: Lawyers for Human Rights, Legal Resources Centre, National Association of Democratic Lawyers, Southern African Catholic Bishops Conference, SA Council of Churches, African National Congress, Ink Freedom Congress and the American People's Organization.

SALDEF has four major objectives:

a. to provide legal assistance to individuals and groups whose human or civil rights are being violated or abused (this is the type of legal work formerly concentrated on by IDAF before 1991);

(b) to provide legal and related technical assistance to the wide array of nongovernmental structures that are working in the area of urban development, local government and shelter;

(c) to support and assist in the development of an effective public defender system on a nation-wide basis; and

(d) to assist in the promotion and implementation of a Bill of Rights and human rights education.

The proposed Agreement with SALDEF will support the activities described in (b) above. Legal assistance provided under this Agreement will be restricted to activities that are directly related to urban development and local government projects being undertaken by disadvantaged communities or technical service NGOs. Legal assistance directly related to human rights abuses is not covered under this Agreement. In situations where this distinction is not clear, SALDEF will consult with USAID before taking any action utilizing funds under this Agreement. A more detailed description of the proposed project is contained in Attachment 2, Program Description of the Agreement.

It is recommended that this Agreement provide funds to SALDEF in the amount of one million U.S. dollars (\$1,000,000) to be incrementally obligated over the next three (3) fiscal years, with the first tranche of \$300,000 to be obligated now. This recommendation is based on SALDEF's excellent record when it operated in the U.K. as IDAF; its experience with virtually every human rights organization currently operating in South Africa and its reputation for sound management of funds.

Moreover, SALDEF may be in a position to utilize larger amounts of USAID funds in the event that the Mission determines that the current practice of having to execute about 60 large grants and 90 small grants may not be the most practicable method of providing human rights assistance. This decision, of course, will be influenced by several factors such as whether the U.S. Congress removes the current legislative constraints on the human rights program and/or whether the Mission wants to embark on a democratization project and might consider SALDEF as a potential umbrella mechanism for funding human rights activities.

IV. ISSUES

Through the development of this Agreement, the following issues have been identified and addressed as presented below:

A. Action Plan and Technical Strategy - This proposed Agreement was developed and approved during the Full Year Program and will be implemented within the framework of the legislative constraints in the human rights provisions of the FAA, and since the activities in SALDEF's proposal fall within the COLD priority areas (viz., strengthening community structures, the dissemination of information and resources and promoting democratic processes), the use of COLD funds would be appropriate. The Human Rights Office, however, will manage this Agreement.

B. Total Obligations - The proposed obligation of U.S.\$300,000 brings total obligations under the COLD Project to \$30,359,886 out of a total authorized level of \$65 million. The Agreement termination date of August 31, 1993 is well within the COLD Project expiration date of 12/31/98.

C. Grantee's Illustrative Budget and Cost Negotiation - The proposed grantee has submitted a detailed budget which was carefully reviewed by the GDO. Verbal negotiations with the proposed grantee were then conducted to establish its priorities for funding. The proposed Agreement will fund legal and technical costs related to support for and development of community development structures and related expenses. The costs contemplated under the proposed Agreement are similar to those charged by other organizations carrying out similar activities in South Africa. There is no participant training funded under this Agreement. Accordingly, GDO has determined that the proposed budget is fair and reasonable.

D. Noncompetitive Justification - Although competition is to be encouraged in the award of grants and cooperative agreements to NGO's (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." The proposed grantee has submitted an unsolicited proposal, and it is the determination of the GDO that the activity is "innovative" in that SALDEF, as an umbrella funding organization that receives funds from several international donor organizations, is in a unique position to use such funds to provide direct support to public interest law firms and to human rights lawyers. Because of its London-based work, SALDEF has had a unique opportunity to work with a wide range of South African anti-apartheid legal organizations. This experience is virtually unmatched in the South African context. Because this activity is consistent with USAID program objectives and is so unique and innovative, acceptance of the proposal would be fair and reasonable and would represent an appropriate use of USAID funds.

E. Technical and Management Capability - It is the determination of GDO that the subject organization possesses suitable policies and practices to ensure adequate management of USAID funds supplied under this Agreement. This determination is based on a review of SALDEF's management structure and staffing pattern, the quality of the proposed grantee's proposal, its previous work in South Africa and abroad and its excellent reputation for professional and effective management.

F. Financial Management Capability - A financial review of the proposed grantee's financial management systems was conducted in July, 1992, which certifies that the Recipient possesses adequate accounting systems, books and records for the administration of this Agreement. In addition, the Agreement will be audited on an annual basis under the recipient audit program.

G. PVO Registration Determination - The proposed grantee 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 solicit or receive contributions from the general public and does not possess tax exempt status. In fact, the State has just refused SALDEF tax exempt status.

H. Standard Issues

1. Section 611(a) Requirements - Consistent with Section 611(a) of the FAA, adequate technical and financial planning underlie 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) the specification of financial management and reporting procedures in the attached Agreement; (b) the 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 document have been taken into consideration in the design and negotiation of this Agreement.

4. Selection of a Grant as the Assistance Instrument - It is the determination of GDO 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 Redefinition of Authority No. 452, you: (1) approve the noncompetitive selection in accordance with the justification provided above; (2) authorize the proposed Agreement with SALDEF by signing below; and (3) execute said Agreement, as attached, by signing on the appropriate page and line as indicated.

Approved: Leslie A. Dean
Leslie A. Dean
Director, USAID/SA

Disapproved: _____

Date: 7/31/92

Drafted: HWilkinson *Draft*

Cleared: HMotshwane: HRO/GDO *Draft*
CMango: A/GDO *Draft*
WDuncan: PHDO *Draft*
Wlivengood: CONT *Draft*
JAddleton: PROS *Draft*
DKeene: RLA *Draft*
JWeber: ADJW

Approved: _____
Leslie A. Dean
Director, USAID/SA

Disapproved: _____

Date: _____

Drafted: HWilkinson *HW*

Cleared: IMotshwane: *IM* HRO/GDO
CMango: A/GDC *CM*
WDuncan: PHDO *WD*
WLivengood: CONT *WL*
JAddleton: PROG *JA*
DKeene: RLA *DK*
JWeber: AD

UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT
USAID/South Africa

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

Tel: (012) 211-245
Fax: (012) 211-287

July 31, 1992

Dr. Beyers Naude, Chairman
Council of Trustees
South African Legal Defence Fund
P.O. Box 23161
Claremont, 7935

Subject: Community Outreach and Leadership Development
(COLD) Project (674-0301); South African Legal Defence
Fund; Agreement No. 674-0301-G-SS-2067-00

Dear Dr. Naude:

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 the South African Legal Defence Fund (hereinafter "Recipient") and obligates the sum of \$100,000 to provide support for the program described in Attachment A, "Community Outreach and Leadership Development," and Attachment B, "A.I.D. Geographic Code List," of the 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 of performance of the program described in Attachment A of the Agreement.

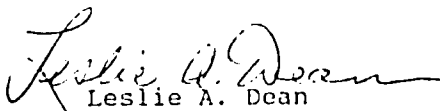
Attachments to this Agreement include Attachment A, "Community Outreach and Leadership Development Agreement Funds," Attachment B, "A.I.D. Geographic Code List," Attachment C, "Guidelines for Financial Audit Contracted for by Foreign Recipients," and Attachment D, "Limit of Maximum Counselors' and Attorneys' Fees and Disbursements." This letter and the seven attachments just described, which have been agreed to by your organization, constitute the Agreement.

8

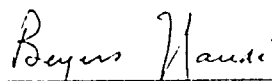
- 2 -

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

Sincerely,


Leslie A. Dean
Director

ACKNOWLEDGED AND ACCEPTED


By: Dr. Beyers Naude
Title: Chairman, Council of Trustees
Date:

Attachments:

1. Schedule
2. Program Description
3. ~~Standard Provisions~~ and Additional Provisions as Applicable
4. Disbursement of and Accounting for Agreement Funds
5. A.I.D. Geographic Code List
6. Guidelines for Financial Audits
7. Tariff of Maximum and Attorneys' Fees

FISCAL DATA:

Grantee: South African Legal Defence Fund

Agreement No: 674-0301-G-SS-2067-00

Appropriation: 72-112/31014

BPC: 5552-92-21674-K913

Reservation Control No: B 920330

Amount: \$300,000

Hi
FUNDS AVAILABLE 07/30

Drafted: HWilkinson

Cleared: HMotshwane

CMango: A/GDO

WDuncan: PHRDO

Wlivengood: CONT

JAddleton: PRG

DKeene: RLA

JWeber: AD

Funds Available

Lorraine Kew, ACCT

Date

ATTACHMENT NO. 1
SCHEDULE

I. OVERVIEW OF AGREEMENT

The purpose of this Agreement is to support the Recipient's program to provide legal and technical support to NGO community support groups which assist disadvantaged black communities.

II. PERIOD OF AGREEMENT

The effective date of this Agreement is the date the cover letter is signed by an authorized USAID representative. Unless otherwise agreed to by USAID in writing, the expiration date is August 31, 1995, 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. The total estimated amount of USAID funds to be provided under this Agreement for the period shown in Section II. above is one million U.S. dollars (\$1,000,000).

B. A.I.D. hereby obligates the amount of \$300,000 for eligible program expenditures during the estimated period of July 31, 1992, through September 30, 1993.

C. Payment shall be made to the Recipient in accordance with provisions set forth in Attachment 1 - Mandatory Standard Provision 1, entitled "Payment Periodic Awards" and as provided for in Attachment 4, "Disbursement of and Accounting for Agreement Funds."

D. Additional funds up to the total amount of the Agreement as shown in Section III. A., above, may be obligated by A.I.D. if the Recipient can demonstrate that the program is in need of additional funds.

IV. ILLUSTRATIVE FINANCIAL PLAN

A. Illustrative Financial Plan

The Illustrative Financial Plan for this Agreement is set forth in Table 1 below. Revisions of this Plan shall be made in accordance with Mandatory Standard Provision 4 of this Agreement, located in Attachment 3 and entitled "Revision of Grant Budget." The Recipient is authorized a 15% deviation between line items, provided that USAID is notified in writing of such budget changes in the

Recipient's following Disbursement Report. However, any deviation in excess of 15%, or any increase in the total Grant, must be approved in advance in writing by the Director, USAID/South Africa.

Table 1
 Illustrative Financial Plan
 SAR (000s)

<u>Item</u>	<u>Total</u>
<u>Standard Cost Categories:</u>	
This grant is intended to fund costs of the Recipient's program such as Attorneys' and Advocates' fees and related charges such as court fees, costs, as well as travel costs for lawyers and other parties involved in the legal activity being funded under this grant.	
	R789,000
Audit	<u>6,000</u>
Total	R795,000

B. Level of Assistance

The total Rand amount in the Illustrative Financial Plan (Table 1) above is the maximum Rand amount available under this Agreement. The exchange rate for U.S. Dollars will be the prevailing rate at the time of conversion as determined by the Controller, USAID/South Africa. To determine the U.S. Dollar amount of the Agreement, an exchange rate of R2.65 to one (1) U.S. Dollar will be used. Notwithstanding the above, in no event will the total Rand amount provided to the Recipient under the Agreement exceed the obligated dollar amount provided for in Section III. of the Agreement.

The Recipient shall be permitted to use the Rand amount of the Agreement for the purposes of the Agreement. The Recipient shall 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

12

for, the Recipient will be responsible for financing the shortfall since the U.S. dollar amount prevails.

V. REPORTING

The Recipient will submit written semi-annual progress reports to USAID on activities funded and general performance under the Agreement. The semi-annual reports should include a brief description of program accomplishments during the preceding six months and a discussion of any problems encountered and how they were resolved. The Recipient will also submit a final written report on all activities financed by the Agreement. The content and format of the final report will be agreed upon by USAID and the Recipient at a later date.

VI. OVERHEAD RATE

Not Applicable.

VII. TITLE TO 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."

VIII. AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for all procurement with A.I.D. funds under the Agreement is the United States, the Republic of South Africa and countries included in A.I.D. Geographic Code 935, meaning that all goods and services financed by this Agreement shall have, with respect to goods, their source and origin and, with respect to the suppliers of services, their nationality in the United States, the Republic of South Africa or in other countries included in A.I.D. Geographic Code 935. Please refer to Attachment 5 for a list of countries included in Code 935.

IX. 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.

X. 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 offshore 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 that are 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 the award of contracts or in the provision of services against individuals or organizations who are affiliated with any particular political philosophy. The Recipient shall periodically review the level of actual political activity of individuals and organizations receiving contracts under this Agreement to ensure that such individuals and organizations are not affiliated with activities financed by USAID.

F. Professional Fees and Charges: Professional fees and charges paid under this Agreement shall not exceed the rates specified in the Schedule attached hereto as Attachment 7, except as USAID may otherwise agree in writing. The maximum rate payable for attorneys' time under

this Agreement is R135 per hour, 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.

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.

G. Scope of Legal Assistance. Legal assistance provided under this Agreement will be restricted to activities that are directly related to urban development and local government projects that are being undertaken by disadvantaged communities or technical service NGOs. Legal assistance directly related to human rights abuses is not covered under this Agreement. In situations where this distinction is not clear, the Recipient will consult with USAID before taking any action utilizing funds under this Agreement.

XI. STANDARD PROVISIONS

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

ATTACHMENT 2
PROGRAM DESCRIPTION

I. SUMMARY

This Agreement provides assistance to the South African Legal Defence Fund (SALDEF) to support its program of providing disadvantaged black communities and community support groups with legal and related technical assistance.

II. BACKGROUND

SALDEF was established in South Africa in 1991 to take over the activities of the UK-based International Defence Aid Fund (IDAF), which in recent years provided over \$15 million annually to human rights organizations in South Africa. It was determined that because of the democratization process underway in South Africa, and the broader range of legal services required, that the activities of IDAF should be carried out in South Africa and by South Africans themselves.

Accordingly, IDAF was phased out and replaced by SALDEF. Based in Cape Town, SALDEF has a highly respected Council of Trustees and is associated formally with the leading anti-apartheid human rights organizations operating in South Africa today.

III. PROBLEM

The legacy of apartheid will continue to plague South Africans and their governmental structures for the next several years and perhaps for the next several decades as well.

One of the most critical challenges facing South Africans today is that of trying to reform the political structure of cities, towns and rural communities. Although some of the apartheid legal framework has been dismantled, much of it is still intact. Moreover, the legacy of such laws and policies remains pervasive and problematic. Low income black communities are located outside most cities and towns making it necessary for workers to commute long distances for work or public services. Many communities were literally bulldozed away and the people forcibly moved to other sites. Many of these communities actually had legal title to their land. Some successful efforts have been made to rectify such problems (e.g., the return of the Madisa community to their tribal land), but the vast majority of these cases still remain unresolved.

Moreover, and perhaps more importantly, these communities remain outside the normal representative democratic government structures. Traditionally, white developers and State development agencies made all of the decisions on what was "best" for black communities. This condition of disempowerment is under attack and being challenged in communities all over South Africa. People want to make their own decisions and to be responsible for

carrying them out. This means communities need to develop a capacity to formulate demands and evaluate development options and issues. Likewise, these communities are being pressured into some form of negotiations with various government entities. These negotiations often grow out of rent and service charge boycotts or the resignation of town councilors. In addition to the difficulties involved in developing effective non racial local governments, are problems related to the severe shortage of land, housing and services.

In order for local communities to advance their own legitimate aspirations and to overcome the major barriers to the achievement of democratic local government, they need considerable legal assistance in drawing up legal documents and with the actual negotiations. Similarly, many civics need legal assistance in connection with the development work they undertake with funds from the Independent Development Trust (IDT) and other development organizations. However, most of the civics and service NGOs do not normally employ lawyers themselves and, as a result, frequently find themselves without competent legal services when they are most needed.

IV. PURPOSE

The purpose of the Agreement is to support SALDEF's program to provide legal and technical assistance to disadvantaged black communities and community support groups.

V. PROGRAM DESCRIPTION

SALDEF's Council of Trustees is chaired by D. Beyers Naude and also includes Sheena Duncan of Black Sash, Advocate Dullah Omar, and Advocate Arthur Chaskalson, S.C. The Trustees are nominated by the following human rights organizations: National Association of Democratic Lawyers (NADEL), Black Lawyers Association (BLA), Lawyers for Human Rights (LHR), Legal Resources Centre (LRC), South African Council of Churches (SACC), and the Southern African Catholic Bishops' Conference (SACB).

To assist black communities to cope with the many complex problems and issues they face, a number of NGOs have become engaged in the process of helping local communities. These NGOs include two COID grantees (viz., Development Action Group and CORPLAN) as well as such NGOs as APPA, HANAGI, ACHSICP, and a wide range of civics. These NGOs frequently require the assistance of lawyers to help the community conduct negotiations; draft agreements; Community Trust Deeds required by the Independent Development Trust (IDT) and other important legal documents; and obtain legal advice on a wide range of community development issues or problems (e.g., community submissions to the Advisory Commission on Land).

Accordingly, to assist these community support organizations, SALDEF will utilize its funds, coupled with its considerable expertise in legal assistance matters, to help communities and

community support NGOs and civics obtain the appropriate legal assistance for the particular task at hand. When attorneys apply to SALDEF for funding, they are asked to provide information regarding the case or matter to be funded, a letter of support from the relevant community-based organization and a detailed estimate of the costs involved. SALDEF's approach is to assess the complexities of the case, and to set a maximum figure which it will contribute. Should it become apparent that the costs will exceed the amount pledged by SALDEF, the attorney is free to request further funding. SALDEF pays according to the human rights fee guidelines which it developed while based in the U.K. This system of tariffs is used extensively throughout South Africa and by all human rights grantees.

Under this Agreement, SALDEF will provide support to lawyers involved in various tasks including the following:

Advising on the most appropriate structures for community development trusts, section 21 companies, and similar entities;

Advising on forms of representation on trusts to ensure a high degree of community participation and control;

Advising on ten-year options such as land trusts, housing co-operatives, share blocks and other options;

Analyzing new land laws which have changed the township establishment procedures and which create the possibility of new interim local authority options and new roles for civics and communities;

Drafting agreements, community trust deeds and other legal documents and assisting disadvantaged communities with negotiations, either directly or indirectly; and

Assisting communities to make submissions to the Advisory Commission on Land appointed by President de Klerk.

Legal assistance under this Agreement will be restricted to activities that are directly related to urban development and local government projects being undertaken by disadvantaged communities or technical service NGOs supporting disadvantaged communities. Legal assistance related to human rights abuses is not covered under this Agreement. In situations where this distinction is not clear, SALDEF will consult with USAID before taking any action utilizing funds under this Agreement.

VI. ILLUSTRATIVE BUDGET

	(SAR)			
	1992-3	1993-4	1994-5	Total
Attorney/Advocate Fees				
& related costs and travel	789,000	789,000	1,054,000	1,055,578
Audit	<u>6,000</u>	<u>6,000</u>	<u>6,000</u>	<u>18,000</u>
TOTAL	795,000	795,000	1,060,000	2,650,000

2,632,000 wt