

51 Plein Street Johannesburg 2001 Tel: (01 1) 29- 3337/3

P O Box 1251 Johannesburg 2000 Fax: (01 1) 29- 80

BATLAGAE TRUST

0305' 31%::le

WHHNS KURSTMAYR (F fax o q.?,. '- 3,9 6-; 4% W13

&th3 M3 MCI and, Rraau ?uhnv: (L vhf ?WJ50MM'rc

054' um Fad, 401:5, OYiJnnak 1 Me r'us 4L1. Ajrumtpk.

w,

('14 31.3%.

With compliments

7h 63 .

Trustees: Michael Corke (Chairman) John Samuel. Barbara Watson. William Seriti 6: Neil Mc Gurk

Executive Director: Mohammed Tikly

51 Pl ' Str U h b 2001 T 1: 011 29-3337/9

. BATLAGAE TRUST -__J-L-p.o\$2x13?1fo\$f\$:s\$fg 2000 F:x(011)29-8007
8/9/93

Hans Burstmayr

Director

KFS/Co-Financing Office for Development Cooperation

1090 Viena, Tiirkenstrasse 3

Austria

F X: 0 - -1-3 7 67 6

Dear Mr. Burstmayr,

We are in receipt of your letter dated 18/8/93, together with the enclosures. Thank you.

We have studied carefully the Agreements sent to us:-

Agreement Part 1: Bursary Programme for Returned Exiles -

. Primary , Secondary and Tertiary

Education, KFS No.9320.

Agreement Part 2: Bursary Programme for Returned Exiles -

Primary, Secondary and Tertiary

Education, KFS No.9320.

Agreement Part 2: Bursary Programme for Returned Exiles -

Tertiary Education KFS No.101.

These are acceptable to us and have therefore been endorsed.

We'd appreciate original copies of the Agreements when you have signed them.

However, as regards Agreement, Part 2, No 101, although I have endorsed it, its implementation will depend on the agreement between KFS and SASSET/ASCOP that the Batlagae Trust should take over these Programmes. We hope that the two organisations concerned do not feel that we motivated for their programmes and the Batlagae Trust will therefore feel comfortable if both organisations are happy with the transfer.

. We have provided answers to the questionnaire "Description of the Project partner" and our document is herewith enclosed.

The Batlagae Trust appreciates the confidence placed on it by KFS and affirms its commitment to undertake its responsibilities with dedication.

Your sincerely

Mohammed'r kly

EXECUTIVE-DIRECTOR

Encl: 1. Description of the Project Partner 1

2. Agreement No.9320 (Part 1)

3. Agreement No.9320 (Part 2)

4. Agreement No.101

Trustees: Michael Corke (Chairman) John Samuel. Barbara Watson. William Serili and Neil M

cGurk Executive Director: Mohammad Tikly

1.
DE C ON OF THE PROJE ER
BAILAGAE IBUST
Full and official name of the project partner, short form,
address, phone, fax, bank account;
Batlagae Trust
51 Plein Street
P.O. Box 1251
Johannesburg 2000
South Africa
Phone:011-29-3337/9
Fax: 011-29-8007
First National Bank
Cnr Jorissen & Biccard Street
P.O. Box 31269
Braamfontein 2017
Branch Code 251905
Account No.54904060897
Legal form
Educational Trust
Since when is the project partner working on development
cooperation?
Since October 1991.
Responsible person (name, title, position, qualification),
since when is he/she involved in development cooperation?
Mohammed Tikly
Executive Directorw
University Graduate and Ex-Principal
Involved with the Batlagae Trust Since October 1991, and with
development cooperation since 1979.
Describe the project partner and his activities;
Provides bursaries and administers educational projects
6 full-time employees/1 part-time employee/lhvoluntary'worker/
Budget for 1992 was R6,239,821 and for 1993 is R7,165,250.
The Trust has the experience and capacity to administer
additional bursaries.

6. Cooperation of project partner with local government, church, other development organisations?

Worked closely with NCCR (National Coordinating Committee for the Return of Political Exiles) and maintains a close relationship with the South African Council of Churches, the Transvaal Education Department and several NGO's. -

7. Cooperation of project partner with donor organisations (e.g. CIDSE-members, NGOs or organisations)?

Cooperation with the Governments of Sweden, Norway, Denmark, Finland and various NGO's in Europe and South Africa.

8. Is it possible for the Federal Chancellery (Austrian Government), Department for Development Co-operation, to get references concerning the project partner from these institutions/organisations? Please indicate respective departments, names of persons, etc.

Yes, references can be obtained from:-

Christina Hoffman, Second Secretary, Legation of Sweden, P.O. Box 1664, Pretoria, 0001, South Africa.

Inger A. Heldal, Resident Representative, Norwegian People's Aid, 13th Floor, Devonshire House, Jorisson Street, Braamfontein, Johannesburg, South Africa.

Kofinanzierungsstelle für Entwicklungszusammenarbeit

t ' 1' A xvir :rfjjyggzr 4' . ' '

Co-Financing Office for Development Co-Operation

Oficina de cofinanciamiento para la cooperacón al desarrollo

Bureau de cofinancement de la coopération pour le développement

DER KOORDINIERUNGSSTELLE DER ÖSTERREICHISCHEN BISCHOFSKONFERENZ FÜR INTERNATIONALE ENTWICKLUNG UND MISSION

EDITION 1993-03-10

Agreement Part 1

between

Batlagae Trust

51 Plein Street, Johannesburg 2001, RSA

subsequently referred to as project partner and the

Co-Financing Office for Development Co-Operation - KFS

subsequently referred to as KFS

subject:

Bursary Programm for Returned Exiles - Primary, Secondary and Tertiary Education

KFS-No. 9320

subsequently referred to as project.

1. This agreement is based on the contract signed between the Austrian Chancellery and KFS

concerning the execution of the project.

2. The KFS grants the project partner a financial support for the project mentioned above. The

amount of this support is fixed in the "Agreement Part 2". This amount shall be transferred

by instalments after the project partner has signed the "Agreement Part 2".

Immediately after each transfer of money the project partner has to transmit an acknowledgement of receipt, including a statement of the bank, which shows the sender, the amount transferred (e.g. in US\$. ATS) and the amount received in local currency.

3.3) The project partner commits himself to carry out this project during the period determined in

"Agreement Part 2", observing the principles of economy, efficiency and expediency and to exercise due care and the necessary circumspection and expert knowledge. The project partner has to set very great store by the fact that the prices and fees paid for goods and

services are not higher than the prices and fees usual in the trade concerned and customary

%

Mia

at the respective place.

AUSTRIA, EUROPE, A-1050 Wien, Mittersteig 10, Tel. (0 222) 586 60 81, Fax ((43/1) 586 60 83 Bank: CA-BV 0320-02933/00

b) The project partner has to attach to the equipments, installations and buildings which are subject of the financial support an easily visible sign with the inscription "Supported by funds deriving from the Austrian Development Cooperation" in the official language of the country.

4. The project partner shall keep books (accounting) concerning the project separately from

his usual business practice. These are the minimum requirements:

a) clearly organised registration of all incomes and expenditures in local currency and - if so ..

required in "Agreement Part 2" - in foreign currency.

b) Filing of all original documents, which have to be explained by the project partner, in case

their origin is not self-evident.

0) Short statement on the document indicating its origin and use.

. d) Forwarding of the original documents together with the semi-annual balance to the KFS, if

required by the KFS,

5.a) The project partner agrees to render a report on the progress of the project every 6 months.

These semi-annual reports have to contain a description of the project and the progress of

the individual components of the project (as in Agreement Part 2, point 4) as well as a semi-

annual settlement of accounts (showing incomes and expenditures, accompanied by the collected receipts in chronological order)

b) The description of the projects progress has to contain

- all project-linked activities and measures taken within the respective reporting period

- the results obtained by these activities and measures

- a judgement about the realisation in view of the projects objectives

The deadlines for the preparing of the semi-annual reports are June 30 and December 31

and they are to be sent to the KFS within 4 weeks thereafter. In case balances cannot be

. prepared within this period, a date before June 30 resp. December 31 shall be fixed for the

accounting (financial statement - interim statement). However, the semi-annual reports must never be delayed.

In order to facilitate the reporting process it might be agreed upon that only a narrative

report (a report regarding the progress of the project) and a statement of incomes and

expenditures shall be prepared. which may be transmitted to the KFS by means of Telefax

at the deadlines mentioned above. In this case the original documents shall be forwarded

on request on the part of the KFS at a later date.

6. Within two months after the conclusion date of the project the project partner has to render

an annual summary report together with a final financial statement to the KFS. This report also

has to be drawn up as described in 5.b).

7. The project partner agrees to afford access to files and documents on the premises of the project partner to the KFS and the responsible person of the Federal Chancellery as well as to give these persons any information they deem necessary and to prepare additional compilations with regard to the project and the statements if so required. Furthermore, the project partner consents to an audit on the use of project funds by the Austrian Audit Office ("Dsterreichischer Rechnungshof"). Moreover, the project partner agrees that the KFS or the Federal Chancellery or the person(s) authorised may make inquiries with regard to the present project at third parties or institutions. ..

8. The KFS is lawfully entitled to withdraw from this agreement, in case the project partner has failed to perform an obligation assigned to him without having to grant a respite, particularly if

a) the project cannot be carried out or cannot be carried out in due time through the fault of the project partner;

b) project funds have been or are being misused;

c) orders or conditions that safeguard the success of the project are not observed through fault of the project partner or

d) it can be proven that reports or interim financial statements agreed upon beforehand or required in addition have not been forwarded by the project partner.

In case of a withdrawal on the part of the KFS because of facts stated above the project partner still has to prepare financial statements and has to perform all obligations deriving

from this agreement with regard to material and financial assistance that has been granted.

In case of a withdrawal, funds or objects that have not been used correctly as well as funds that have been misused have to be returned immediately .

9. Special agreements will be reached in "Agreement Part 2".

Vienna, 93.08.18

For the KFS For the project partner

Dkfm. Hans Biirstmayr

(Director)e

9320_V1A.DOC I h

Kofinanzierungswswtelleewfl'ir Entwicklungszusammenarbeit
Co-Financing Office for Development Co-Opertationh'
Oficina de cofi'nanciamiento para la cooperacidn al desarrollo
Bureau de confiancement de la cooperation pour le developpement
DER KOORDINIERUNGSSTELLE DER CSTERREICHISCHEN BISCHOFSKONFERENZ FUR INTERNATIONALE ENTWIC
KLUNG UND MISSION
EDITION 1993-03-10
Agreement Part 2
between
Batlagae Trust
. 51 Plein Street, Johannesburg 2001, RSA
subsequently referred to as project partner and the
Co-Financing Office for Development Co-Operation - KFS
subsequently referred to as KFS
subiect:
Bursary Programm for Returned Exiles - Tertiary Education
KFS-No. 101
subsequently referred to as project.
. 1. The period to carry out the project is from 01.08.1993 to 31.10.1993
2. The financial suppon granted to the project partner by KFS for the realization of the
project
amounts to approx. SAR 83.000 (SAR 26.414 from ASCOP, SAR 38.641 from SASET and
ATS 70,000.00 which will be transfered from KFS). 75% of the amount derive from the
Federal Chancellery of Austria, 25% from KFS-member-organisaton Dreikbnigsaktion der
Katholischen Jungschar Osterreichs.
3. Special agreements:
a) The project purpose is to continue the support the of the scholarship holders on techn
ikons
and universities who have been taken over by the project partner from ASCOP and ,
SASET. The bursary holders have to be returned exiles.
AUSTRIA, EUROPE,A-1050 Wien, Mittersteig 10, Tel. (0 222) 586 60 81, Fax (..43/1) 586 60
83 Bank: CA-BV 0320-02933/00

AGREEMENT PART 2. PROJECT 9320-A, P.2/2

Priority has to be given to the bursaries which have already been awarded but not yet been paid out. In case the awarded amounts are higher than SAR 83.000 the balance may be settled within the new programme.

b) Additional to the bursaries the students have the benefit of a student support service by

the project partner.

c) Not later than two months after having taken over the students, the project partner sends a ..

list of supported students including '

- the names and dates of every student for a clear personal identification
- university resp. technikon
- field of studies
- origin (rural, urban)
- budget for bursary and other expenditures for 1993

. c) The total allocation to this project (SAR 83.000) has to be paid out up to October 31. 1993

at latest.

d) The respective report has to be sent to KFS up to November 30. 1993 and has to include the following items:

- short report of the progress of each student
- financial statement. which shows detailed the bursaries and the costs of the students support services
- report of a public auditor

5. The students have to be informed about the fact that their bursaries are financed by the

Austrian Development Cooperation.

Vienna, 93.08.18

For the KFS For the project partner

Dkfm. Hans Biirstmayr

(Director)

IOIVZBAT.WCI h

"WV my mm V

KofinanzierungstvellevthyWEantyvicekl

Co-Financing Office for Development Co-Operation

Oficina de cofinanciamiento para la cooperacdn al desarrollo

Bureau de confiance de la cooperation pour le developpement

. - -' n. V...

DER KOORDINIERUNGSSTELLE DER OSTERREICHISCHEN BISCHOFSKONFERENZ FUR INTERNATIONALE ENTWICKLUNG UND MISSION

EDITION 1993-03-10

Agreement Part 2

between

Batlagae Trust

. 51 Plein Street, Johannesburg 2001, RSA

subsequently referred to as project partner and the t

Co-Financing Office for Development Co-Operation - KFS

subsequently referred to as KFS

subject:

Bursary Programm for Returned Exiles - Primary, Secondary and Tertiary Education

KFS-No. 9320

subsequently referred to as project.

. 1. The period to carry out the project is from 01.01.1993 to 30.06.1994.

2. The financial support granted to the project partner by KFS for the realization of the project

amounts to ATS 3.000.000.00 (ATS 1,000.000,00 for Primary and Secondary Education,

ATS 2.000.000,00 for Tertiary Education), provided that the Federal Chancellery of Austria

accepts the project. 75% of the amount derive from the Federal Chancellery of Austria, 25%

from KFS-member-organisaton Dreikfinigsaktion der Katholischen Jungschar Osterreichs.

3. Regardless with the acceptance through the Federal Chancellery, KFS places to the disposal

of the project partner the countervalue of 25% of the amount mentioned above (financed with KFS-member-organisation's own resources).

AUSTRIA, EUROPE, A-1050 Wien, Mittersteig 10, Tel. (0 222) 586 60 81, Fax (..43/1) 586 60

83 Bank: CA-BV 0320-02933/00

4. Special agreements:

PRIMARY AND SECONDARY EDUCATION:

- a) The project purpose is to give assistance to children of returnees, who have lost out on education as a result of exile and require to be assisted not only with a placement into institutions, but also with counselling and monetary assistance (school fees, books, uniforms, transport).
- b) Not later than two months after having selected the pupils, Batlagae Trust sends a list of the supported children including all names and dates to KFS to make a clear personal identification.
- d) A financial statement, which shows the bursaries in detail must be remitted together with the first semi-annual report per December 31, 1993.

TERTIARY EDUCATION:

- a) The project purpose is to support scholarship holders on technikons and universities who have been selected referring to the criterions of allocation of the project partner. The bursary holders have to be returned exiles. Priority has to be given to
- Bursary holders from ASCOP and SASSET transferred to BATLAQAE TRUST
 - Students of following studies: technics, health and law.
- b) Additional to the bursaries the students have the benefit of a student support service by the project partner.
- c) Not later than two months after having selected the students, the project partner sends a list of supported students including
- the names and dates of every student for a clear personal identification
 - university resp. technikon
 - field of studies
 - origin (rural, urban)
 - budget for bursary and other expenditures for 1993 resp. 1994
- For candidates who break off their studies during the year, additional candidates may be selected for the following year.
- d) The semi-annual reports include a short report of the progress of each student.
- e) A financial statement, which shows detailed the bursaries and the costs of the student support services, must be remitted together with the semi-annual reports.

AGREEMENT PART 2, PROJECT 9320-A. P.3/3

5. The pupils and students selected by the project partner have to be informed about the fact

that their bursaries are financed by the Austrian Development Cooperation.

6. The semi-annual report (December 31, 1993) and the final report (June 30, 1994) have to be

audited by a public auditor, the report of whom is to be sent to KFS together with the respective financial report. '

7. The project partner commits himself to make all possible efforts to enable the bursary holders

to continue their studies after termination of the Austrian support.

Vienna, 93.08.18

For the KFS For the project partner

Dkfm. Hans Biirstmayr

(Director)

kti

The Special Agreements (Point 4) may still be submitted to modification, following to the contract KFS is to receive from the Austrian Government.

mo_Aozooc I n