PROJECT APPLICATION SUBMISSION, ASSESSMENT AND FUNDING PROCEDURES

I. GENERAL PROVISIONS

1. Project application submission, aassessment and funding procedures (hereinafter - Procedures) establishes procedures of Good will compensation for Jewish religious communities' communal property disposition Foundation's (hereinafter – the Foundation) received projects (hereinafter - Projects), which aim to obtain partial funding for Lithuanian Jewish religious, cultural, health protection, sports, educational, scientific purposes in Lithuania, of the submission of applications for partial funding from the Foundation, funding and assessment criteria for projects, Project application, project expenses estimates and other document templates, submission of Project application, funding procedure of granting Foundation's funds, and reporting procedure regarding the use of these funds.

2. The funds are allocated to Projects using only a competition (selection) method. Only the Board can allocate funding not using a competition method.

3. Funds are to be used to support:

3.1. Religious, cultural, health security, sports, education, science projects for purposes of Lithuanian Jews in Lithuania. The Foundation's Board can establish the Foundation-funded priority areas prior to each call for project proposals.

4. The Foundation allocates up to 70 per cent of the implementation costs of the Project and no more than 30 000 Eur per calendar year. The Board of the Foundation may decide to allocate an increased amount of funding and / or more intensive (up to 100 per cent of the implementation costs of the Project) Project funding. The Foundation shall pay out funds only to those Projects, applicants of which present proof of disposition of other co-funding of the Project, indicating the source of funding. The Foundation does not cover project submission and consulting costs.

5. After the end of project submission deadline, Project applications are not accepted and considered.

6. After the competition of Project application assessment is finished, additional funding for projects, that have already received funding, is not allocated.

II. APPLICATION SUBMISSION AND ASSESSMENT PROCEDURES

10. The Foundation's Board announces at least one competition to select next year's Projects, which will be supported by the Foundation's funds. Applications in Lithuanian are submitted to the Foundation by the deadline set by the Foundation's Board. Applications submitted not in Lithuanian language are not considered. Applications to the Foundation must comply with the application requirements for their content and form.

11. An application form (hereinafter - Project application), set by the Foundation's Board, can be submitted by all legal persons registered the operating according to the laws of the Republic of Lithuania and legal persons of foreign countries registered and operating according to the laws of foreign countries.

12. Information about calls for project proposals are announces on the Foundation's website www.gvf.lt, as well as circulated eletronically to larger Lithuanian and foreign Jewish organizations if needed, as well as using other means as may be determined the Board when deciding about announcement of the call for Project applications.

13. Along with a Project application for legal persons, an applicant must submit a document attesting to the applicant's legal status (an extract from the business entities registering authority, showing the following information about the applicant: registration code / No .; title; legal form; home address of the principal activities; data about management and other management bodies (full names), signed and stamped by the head of a Project grantee organization. Religious associations and communities must provide their association / community's up-to-date list of members including their name, surname, year of birth, ethnicity, phone number.

14. The same Project application can be submitted only once. The Project can not be divided into sub-projects (carried out by the same or another operator).

15. If Project grantee violates provisions in paragraph 3 and 4 of this Procedure, any funds received from the Foundation unfoundedly must be return to the Foundation within 14 days of the written request. Outstanding funds of the Foundation will be recovered according to the laws of the Republic of Lithuania, and a Project grantee, as well as its controlled legal persons, will lose the right to apply and receive funds from the Foundation for three years.

16. Projects submitted for Foundation's competition, must be implemented furing the current calendar year, if the Foundation's Board have not stated it otherwise in the call for applications.

17. Applicants submit a project application form (one copy certified by signature and stamp by the head of the Project grantee's organisation) and a Project budget form (one copy certified by signature and stamp by the head of the Project grantee's organisation) as well as necessary annexes (as noted in a Project application form) in paper. Necessary forms of project application during the call for Project applications are available at the webpage www.gvf.lt/projects.

It is also necessary to submit electronic Project application and budget versions, matching the paper ones (send by email to <u>info@gvf.lt</u> or submitted in electronic capacity (USB key/CD) and delivered).

18. Project applications are to be sent by post to the Foundation (Pylimo g. 4, LT-01117 Vilnius), or delivered to the Foundation directly (by courier), indicating "Application for funding to the Good Will Foundation" on the envelope.

19. Project application is not forwarded to the Project Selection Committee (hereinafter – the Committee) and the Foundation's Board, provided that:

19.1. Project application sent after the deadline for submission of Project applications (valid postal stamp date of sent Project application date);

19.2. Project application to the Foundation submitted not in compliance with the Foundation's requirements of its content and form, and / or not all the necessary annexes submitted;

19.3. The Project grantee missed or did not properly accounted for funds allocated by the Foundation in previous years.

III. PROJECT ASSESSMENT CRITERIA

20. Project applications that are submitted, registered and meet formal competition requirements are forwarded to the Project Selection Committee (hereinafter - Committee), if the Foundation's Board have not determined otherwise. The Committee evaluates each project application forwarded to it and provides to the Foundation's Board its conclusions and recommendations on the funding, stating the amount recommended for funding.

21. Projects will be assessed according to the following criteria:

21.1. Project importance / value to Jews in Lithuania;

21.2. Project artistic, educational, informative, social value to Jews in Lithuania;

21.3. Project relevance to Jews in Lithuania;

22.4. Efficiency of the results - to which part of Lithuanian Jewish community the Project will have an impact;

21.5. Project compliance to the priority area and self-set aims and objectives;

21.6. Project long-term effects to Jews in Lithuania;

21.7. Validity and accuracy of the Project budget of expenses;

21.8. Other criteria set by the Foundation's Board.

22. Committee's form of activity is a meeting. Committee meetings are protocoled. A protocol is signed by the Chairman of the Committee and a Secretary. If necessary and according to a decision by the Foundation's Chairman of the Board, of the Commission, in order to accelerate the work of the Committee and to ensure objectiveness, additional consultants can be engaged to carry out specific tasks, including, but not limited, the Arts Council, which can be compensated for their work.

IV. PROCEDURES OF FUNDING ALLOCATION AND REPORTING FOR THE USAGE OF FUNDING

23. The Commission's findings and conclusions are examined and the final decision about the funding is taken by the Foundation's Board. If opinion of the Foundation's Board is different from Committee's opinion (regarding allocation of funding, amount of allocation, etc), the Foundation's Board has the right to make a different decision than the Commission's proposal, and such decision is noted in a protocol of the Foundation's Board meeting.

24. If it is necessary to consider questions ugently and (or) if there is no possibility to hold a meeting, decisions of the Foundation's Board may be adopted on the basis of a written questionnaire of the Foundation's Board members or based on a questionnaire by e-mail.

25. A list of supported projects, as confirmed by the Foundation's Board decision, will be published on the www.gvf.lt website. This list is exhaustive.

26. Information about individual assessments of Project is not provided.

27. After the Foundation's Board has taken decision to support a Project, a funding agreement for the allocated amount is signed between the Foundation and a Project grantee (hereinafter – the Agreement), of which a budget of Project funding expenses (hereinafter - the Budget of the Agreement) and other documents (reports on project implementation results, a list of documents confirming expenses of Project implementation, etc.). The Budget of the Agreement – amount of funds based on calculations, necessary to achieve Project goals. Applicants and Project grantees must comply with all requirements for content and form of documents set by the Foundation.

28. Projects, for which the Foundation has allocated more than 7 500 Eur, are funded in installments as set out in the Agreement. Project grantee must keep funds in a separate bank account. When purchasing goods, services and works, the Public Procurement Law of the Republic of Lithuania must be followed, as well as procedures set by other laws and legislative acts regarding equality, transparency and impartiality when choosing suppliers.

29. The Project grantee is fully responsibility that the state budget funds would only be used ofr purposes stated in the Agreement and the Budget of the Agreement, i.e. according to specific items of expenses, estimated in monetary terms. An Item of the Budget of the Agreement – funds foreseen for one specific group of economic expenses.

30. The Budget of the Agreement is signed by the head of the Project grantee organisation and the chief accountant of the Project grantee organisation, if the Project grantee has one.

31. An Item of the Budget of the Agreement can be adjuste with a permission of the Foundation.

31. Project administration costs – wages of project administering staff, office rent, utilities and communication services, office supplies and other expenses necessary to achieve Project goals.

Administrative expenses set in the Budget of the Agreement cannot exceed 20 per cent of funds, allocated by the Foundation.

32. Unforeseen expenses – necessary to achieve Project objectives, and unforeseen in other items of the Budget of the Agreement. The size of unforeseen expenses set in the Budget of the Agreement covered by the funds of the Foundation cannot exceed 10 per cent of total allocated funds from the Foundation.

33. If funding from the Foundation is used for monetary compensations and business trips, the amount of compensation should be set following the Resolution of the Government of the Republic of Lithuania, April 29, 2004, Nr. 526 "Setting rules of payment for business trips in budget institutions" and the Resolution of the Government of the Republic of Lithuania, December 2, 2003, Nr. 1515 "Setting size of untaxed monetary compensations" (Žin., 2003, Nr. 114-5152).

34. If Foundation's funds are used for the acquisition of tangible and / or intangible assets for strengthening material base of the Project, one hundred percent value of long-term assets and a proportion of funding acquisition of such assets using Foundation's funds must be indicated in the Budget of the Agreement.

35. Project grantee has no right to transfer its obligations under the Agreement to third parties.

36. If a Project grantee presented a reasoned request for a Project title amendment, when the the Project application and the contents does not change, or a reasoned request for a change of Project implementation deadline, a decision on these changes may be taken by the director if the Foundation.

37. Funds are not allocated to:

37.1. costs under the contracts with consultants, intermediaries, who charge percentage of the total project value;

37.2. penalties, fines, financial penalties and legal costs;

37.3. covering debts.

38. Deviation from the Budget of the Agreement item of expenses, at which there is no need to adjust the Budget of the Agreement, is 20 percent.

38. If, during the course of Project implementation it turns out that the actual cost of an individual item of the Budget of the Agreement exceeds 20 per cent of the planned expenditure, the Project grantee (not later than 10 calendar days before the Project completion deadline stated in the Agreement) may submit a reasoned request regarding adjustment of the Budget of the Agreement items, and two copies of a revised Budget of the Agreement.

39. If the deadline for adjusting the Budget of the Agreement is missed, or if the procedure of adjusting the Budget of the Agreement is otherwise violated, the Budget of the Agreement can no longer be adjusted. In this case, costs in excess of the permissible deviations are declared ineligible and must be returned to the Foundation within a specified period of time, but not later than the end of the budget year. If the Project grantee does not return non-eligible costs during the time period set by the Foundation, they are recovered in accordance with the procedure set in the legislative acts.

- 40. If the Agreement is signed for publishing works, after the release of the publication, the Project grantee is required to dedicate 30 copies of the publication and deliver them to the Foundation, which distributes publications according to the needs of Lithuanian Jews.
- 41. If the Agreement regards a CD and / or DVD publishing, the Project grantee must submit 1 copy of this publication together with Project reports.
- 42. If the Project grantee fails to comply with articles 43-49 of these procedures, applications submitted by such Project grantee will not be considered the following year.
- 43. The Project grantee must report about spending allocated funds, as stated in the Agreement, by submitting documents, as set out in the Agreement.
- 44. The Project expenses are considered eligible and used for its intended purpose if they are included in the Project grantee's accounts according to the laws and can be identified, justified

and confirmed by appropriate documents, proving expenses and their payment, and all documents must posses required details of accounting documents.

- 45. Eligibility of expenses is determined based on the following criteria:
- 45.1. costs are directly related to the Project and are necessary for its implementation;
- 45.2. costs incurred during the Project implementation period as stated in the Agreement;
- 45.3. purpose of the expenditure is in line with the Budget of the Agreement.
- 46. If tangible and / or intangible assets were acquired using Foundation's funds, it is necessary to provide copies of documents justifying factual expenses approved by a signature and seal of the head of the Project grantee organisation.
- 47. Fund allocated by the Foundation cannot be used for purposes other than those specified in the Agreement with the Foundation and the Budget of the Agreement or carried over into the following budget year. If the Foundation determines that the Project grantee has improperly used the Foundation's funds, the Project grantee shall reimburse them back to the Foundation within fourteen days of the written request. If the Project grantee does not return illegally used funds within this period, they are recovered in accordance with the procedure set in the legal acts.
- 48. If the Foundation requests so, a Project grantee must present copies of documents justifying factual expenses and their payment, signed by the head of an organization of a Project grantee. If, during this period the Project grantee does not submit the requested documents to the Foundation, it is considered that the Foundation's funds have been used not for its intended purpose and the Project grantee shall return them back to the Foundation in accordance with these Procedures.
- 49. Project grantee must return unused funds allocated by the Foundation back to the Foundation until the end of the calendar year, which is stated in the Agreement.
- 50. If the Project grantee is not able to implement conditions of the Agreement and / or the Budget of the Agreement, the Project grantee must apply in writing to the Foundation no later than 20 calendar days prior to the date of execution of the Project regarding amendments of the Agreement and / or the Budget of the Agreement.

In such cases, the Foundation shall decide whether to require the Project grantee to return all funds allocated by the Foundation (that is, the Project grantee bears all risks and all consequences associated with Project implementation, improper implementation), or to sign a reasoned amendment of the Agreement.

- 51. Project grantees who violate these procedures and the requirements of the Agreement, are responsible according to the laws and loses the right to submit applications and receive funds from the Foundation for three years.
- 52. Project proposals shall be stored for 5 years from the day of receipt by the Foundation, Project application registration journals are stored for 5 years from the date of conclusion. Project implementation reports are stored for 5 years. Agreements, Foundation's Board and Committee meeting protocols, expenses reports are stored for 20 years.

ANNEXED:

- 1. Project application for legal persons;
- 2. Partial funding agreement of a project submitted to the Foundation;
- 3. Budget form;
- 4. Report about project implementation;
- 5. List of documents justifying factual expenses of Project implementation;
- 6. Members' list of religious community, including necessary information