



# Grant-making Policy and Guidance

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## Version Control

<b>Version</b>	<b>Reviewed</b>	<b>Changes since last version</b>
1	June 2019	Original
2	June 2021	Links in Part 2 have been updates
3	June 2023	No Changes – Part of a 2 year review
4	February 2024	Updated to include details about grants to Mulberry Schools Trust schools
5	April 2024	Appendices containing grant documents added

## **PART 1: GRANT MAKING POLICY**

### **1. Introduction**

1.1. This is the policy agreed by the Trustees of Mulberry Schools Foundation (“the Foundation”) for the making of grants to beneficiaries. It may be modified from time to time by decision of the Trustees. It is intended to be confidential to the board of Trustees, but the Trustees will publish a summary of the grant-making criteria it contains on the Foundation’s website.

1.2. As set out in Article 2 of its Articles of Association, the objects of the Foundation are:

- to advance education for the public benefit, in particular but not exclusively, by:
  - providing grants or other financial assistance to assist students and former students of academies within Mulberry Schools Trust to undertake extra-curricular activities (including educational travel in the UK or overseas) or to relieve their financial hardship to enable them to pursue their education;
  - for the benefit of current and former students of academies within Mulberry Schools Trust and their families, inhabitants of the areas in which Mulberry School Trust’s academies are situated, and other persons or organisations connected with Mulberry Schools Trust, providing or assisting in the provision of educational and other charitable materials, activities or facilities; and
  - researching, participating in, leading and supporting innovation, improvement and leadership in education in the UK and overseas, including, without limitation, in relation to issues such as gender equality and the role of women and girls, drawing on the voices and experiences of students and former students of Mulberry Schools Trust and their families;
- for the benefit of inhabitants of the areas in which Mulberry Schools Trust’s academies are situated to provide or assist in the provision of facilities in the interests of social welfare for recreation or other leisure time occupation of individuals who have need of such facilities by reason of their youth, age, infirmity or disability, financial hardship or social circumstances with the object of improving their conditions of life; and
- to advance in life and help young people, in particular by providing support and activities which develop their skills, capacities and capabilities to enable them to participate in society as mature and responsible individuals.

### **2. Funding themes**

2.1. Grants provided by the Foundation will support individuals and families in the Mulberry Schools Trust community in need of financial assistance and other charities and organisations promoting objects which are charitable under the law of England and Wales and working to improve the lives of children and young people, by advancing education particularly in the following areas:

- 2.1.1. leading ambitious and innovative events and activities for children and young people that present role models, develop leadership, support the confidence of participants and profile the importance of their voices;
  - 2.1.2. extending children's, young people's and families' access to learning, recreational and arts facilities and other educational opportunities;
  - 2.1.3. providing skilled and experienced individuals to engage directly with children, young people and communities in the UK and internationally;
  - 2.1.4. making an international contribution to educational improvement, policy and knowledge through research into areas of concern for the Foundation, including action research by young people, school staff, community members and academics;
  - 2.1.5. celebrating, evaluating and disseminating the impact of such work and extending best practice nationally and internationally.
- 2.2. The Foundation does not make grants to overseas charities or organisations and does not generally enter into sponsorship arrangements of any sort.

### **3. General criteria**

- 3.1. The Foundation's grant funding will be based on the following principles:
- 3.1.1. Removing barriers - to remove barriers to children and young people's learning, achievement and social engagement;
  - 3.1.2. Creating opportunity - to extend to children and young people facing disadvantage the range of educational opportunities, commonly available to those from more privileged backgrounds, that build creativity, confidence, discernment, leadership, self-determination, global awareness and a belief that all opportunities and challenges are open;
  - 3.1.3. Giving voice – to give voice to children, young people and other communities less often heard and to provide platforms for leadership through those voices;
  - 3.1.4. Innovating for change - to work innovatively to enhance equality and social justice and to open doors for, young people and communities experiencing disadvantage, so building their capacity to make a difference to their world;
  - 3.1.5. Sustaining impact – to celebrate, share and seek replicable outcomes, so extending best practice and making a national and international contribution to educational improvement, policy and knowledge.
- 3.2. Grant recipients must fall within one of the following categories:
- 3.2.1. UK registered charities;
  - 3.2.2. organisations that carry out activities that are charitable under UK law; or

### 3.2.3. individual charitable beneficiaries.

- 3.3. Grants will not be available for other grant-making organisations.
- 3.4. Grants will be made only for activities that are charitable in English law.
- 3.5. Grants must not be used to pay costs that have already been incurred.
- 3.6. Applicants working with children must have safeguarding policies which meet the standards and criteria set out in the grant terms and conditions.

## 4. Applications

- 4.1. The Foundation does not accept unsolicited applications for funding. Applicants must be referred by people or organisations known to the Trustees or Mulberry Schools Trust (the Foundation's sole member).
- 4.2. The Trustees will keep a formal record of all references made to the Foundation with regard to grantees. The record will include:
  - 4.2.1. who referred the grantee;
  - 4.2.2. what information was initially provided to the Foundation about the grantee by the person or organisation referring; and
  - 4.2.3. what steps were taken to follow up with the grantee's referees.
- 4.3. Applications for grants must be made using such application form as may be specified by the Trustees, and will be screened in the first instance by the Company Administrator, appointed by the Trustees from time to time, to ensure they fall within this policy and within any other using criteria set by the Trustees. The Company Administrator will make initial recommendations to the Trustees.
- 4.4. All grants require the approval of the Trustees. Applications will only be approved once they have been considered by the Trustees.
- 4.5. Whilst the Foundation welcomes applications for core funding, if the potential grantee is not a registered charity then funding will be restricted to activities that are charitable.

## 5. Grants to Mulberry Schools Trust schools

- 5.1. The Foundation may provide grants directly to schools within the Mulberry Schools Trust, in line with its objects.
- 5.2. Mulberry Schools Trust is a charitable company limited by a guarantee and thus fits the Foundation's criteria of funding organisations that carry out activities that are charitable under UK law (3.2.2). It also has up to date safeguarding policies for its work with children (3.6).

- 5.3. As applications for funding will be made by Mulberry Schools Trust staff, an application form is not necessary. Staff should contact the Company Administrator, who will screen the project to ensure it falls within this policy and within any other criteria set by the Trustees. The Company Administrator will make initial recommendations to the Trustees.
- 5.4. All grants require the approval of the Trustees. Applications will only be approved once they have been considered by the Trustees. Such approval may be subject to any reasonable conditions that the Trustees consider appropriate.
- 5.5. Approved grants must be minuted for transparency and audit purposes.
- 5.6. If a project within a Mulberry Schools Trust school requires a grant or the transfer of funds outside of the cycle of Trustee meetings, the decision-making process laid out in Article 20 should be followed. In urgent circumstances, the company administrator may ask the Chair for Chair's approval without a meeting of Trustees or decision under Article 20 and shall report any such actions promptly to Trustees.

## **6. Pre-grant due diligence**

- 6.1. The Foundation recognises that pre-grant due diligence is an important part of effective and responsible grant-making.
- 6.2. Due diligence processes should help to ensure that grantees are reputable and that they have appropriate systems to manage grant funds.
- 6.3. Pre-grant due diligence will be undertaken by the Foundation in respect of all applicants who pass the initial screening process. The scale of the due diligence exercise will be proportionate, having regard to:
  - 6.3.1. the size of the potential grant;
  - 6.3.2. the duration of the potential grant;
  - 6.3.3. the legal status of the potential grantee, in particular considering whether the grantee is a charity, and if so whether it is registered with the Charity Commission for England and Wales, or its equivalent regulator in other jurisdictions;
  - 6.3.4. the particular activities to which the potential grant will be applied, in particular to ensure that none of the grant-funded activities fall outside the Foundation's objects. Particular attention will be paid so that the Trustees are satisfied that funding applied for by grantees which are not charities will be used strictly for charitable purposes. The Trustees may seek specialist advice to determine whether particular activities are charitable.
  - 6.3.5. the profile of the potential grantee in the media and any consequent reputational risks;
  - 6.3.6. any other significant risk factors which are apparent to the Trustees.

- 6.4. In the case of grants to individuals, due diligence will include verifying:
- 6.4.1. that they are students or former students of Mulberry Schools Trust; and
  - 6.4.2. either that they meet criteria that indicates financial hardship (eligible for Pupil Premium Funding)  
  
or that the opportunity for which they have applied lies outside their or their family's means ( the application will ask for this); and
  - 6.4.3. that funding is sought for charitable purposes, to be confirmed once spent (see 8.1).
- 6.5. A representative of the Foundation will seek to meet with the applicant as part of its pre-grant due diligence process where this is reasonably possible.
- 6.6. In the case of grants or transfers of restricted funds to parts of the Mulberry Schools Trust, due diligence will include:
- 6.6.1. examining the project intended for funding;
  - 6.6.2. confirming that funding is sought for charitable purposes.

## **7. Funding decisions**

- 7.1. Where any Trustee has an interest in an applicant such that a conflict of interest might reasonably be considered to arise, the matter will be dealt with in accordance with the Foundation's Articles of Association and conflict of interest policy.
- 7.2. The Trustees will keep a written record of all decisions to award or refuse grants. The record will include:
- 7.2.1. whether the application was successful, the amount of the grant, and whether the award was for the full amount applied for; and
  - 7.2.2. where appropriate, the factors the Trustees considered in making their decision as to the award and its amount.

## **8. Grants**

- 8.1. Grants will usually be on an annual basis. A minority of grants may be made to cover a two-year period, after which there should generally be a two-year moratorium before any further possible grants.
- 8.2. Grants to individuals will usually be for one of the following:
- 8.2.1. one-off grant to support the purchase of, for example, uniform, books, laptop, equipment

- 8.2.2. one-off grant to enable the recipient to undertake extra-curricular activities including educational travel in the UK or overseas;
  - 8.2.3. one-off grant to cover the fees for enrichment programmes such as university summer schools, work-readiness programmes and similar schemes;
  - 8.2.4. time-limited monthly hardship payments.
- 8.3. Grants will be conditional upon the recipient agreeing to the Foundation's grant terms and conditions and no funds will be advanced before the grantee has signed up to the terms and conditions.

## 9. Monitoring and reporting

- 9.1. The Foundation will require all grantees that are organisations to regularly report on the activities to which the Foundation's funding has been applied (at least every 6 months), including at the end of the funded project. It will require individuals to confirm that the funding has been used for the purpose applied for and to confirm its impact.
- 9.2. The Foundation will always consider whether it should undertake additional monitoring and will record the reason for its decision. This may include testing any statements made in a grant recipient evaluation by follow-up enquiries and/or site visits. The nature and scale of monitoring will be proportionate, having regard to:
- 9.2.1. the size of the grant;
  - 9.2.2. the duration of the grant;
  - 9.2.3. the particular activities to which the grant is being applied;
  - 9.2.4. the legal status of the grantee, in particular considering whether the grantee is a charity, and if so whether it is registered with the Charity Commission for England and Wales, or its equivalent regulator in other jurisdictions.
- 9.3. The Foundation's grant terms and conditions will include requirements on grantees to:
- 9.3.1. provide a nominated contact, who should be available to correspond with the Foundation at any reasonable time;
  - 9.3.2. provide information on an ongoing basis about their activities and finances to enable the Trustees to monitor how effectively the grants are used;
  - 9.3.3. account separately for funds donated by the Foundation in their annual accounts; and



9.3.4. provide a closing report at the end of each grant period, summarising how the funds have been spent.

9.4. In the case of grants to parts of the Mulberry Schools Trust, the individual responsible for the grant will be required to:

9.4.1. be available to correspond with the Foundation at any reasonable time;

9.4.2. provide information when requested about the use of grants to enable the Trustees to monitor how effectively the money is used.

9.4.3. Provide a report as set out in Appendix 2.

## **10. Policy Review**

10.1. This policy will be reviewed as and when the Trustees determine and at least every two years.

## **PART 2: GUIDANCE FOR TRUSTEES**

### **1. Introduction**

This guidance is designed to assist the Trustees in their decision-making about grant funding. It sets out some key principles, background information and suggested processes to be applied in relation to grant funding.

### **2. Charitable purposes for the public benefit**

A charity must be established for the public benefit to further purposes which are charitable as defined by English law.

As set out in Article 2 of the Foundation's Articles of Association, the Foundation's objects (or charitable purposes) are as in paragraph 1.2 of the Policy.

A charity's activity must not give rise to any "personal" benefit which is more than "incidental". This means that a person or company other than the charity must not gain from the charity, other than as a necessary result or by-product of carrying out the purpose.

Under Charities Act 2011, Trustees are required to "have regard" to the Charity Commission's guidance on public benefit when exercising their powers or duties (see link to Charity Commission guidance in Appendix 1). As a general rule, if Trustees follow the recommendations in the Commission's guidance, Trustees are unlikely to be in breach of their duties in relation to grant making.

### **3. Grant funding principles**

In granting funds, the Trustees must take proportionate steps to ensure they are satisfied that the funds will be used by the recipient in a way that is consistent with the Foundation's objects and English charity law. Broadly, this requires them to:

- undertake an appropriate level of due diligence into potential grant recipients, and the work or activity that is likely to be funded by the grant. Greater due diligence (and subsequent monitoring/review) is likely to be required where an applicant is not a registered charity, and particularly when such an application is for core funding. As this is a potentially complex legal area, specialist advice may need to be sought, particularly if the amount of funding is high, the area of operation is controversial, or if the Trustees are uncertain as to whether or not the proposed activities are charitable under English law;
- impose appropriate terms and conditions on the funding especially where the grantee is not a registered charity; and
- monitor expenditure and review the funding they have made.

## 4. Making decisions

When deciding how to apply the Foundation's funds, the Trustees must act in accordance with their legal duties.

### 4.1. *Company law*

Under company law, trustees of a charitable company have statutory duties including the key ones summarised below:

- to act within their powers, i.e. to exercise their powers only in accordance with the company's constitution and for the purposes for which the powers were conferred;
- to act in a way they consider in good faith would be likely to promote the success of the charity to achieve the charity's purposes;
- to exercise independent judgment;
- to exercise reasonable care, skill and diligence;
- to declare any interest they have in a proposed transaction or arrangement; and to avoid conflicts of interest; and
- not to accept benefits from third parties

### 4.2. *Charity law*

There are similar duties under general charity law with particular emphasis on:

- protecting charity assets, including the reputation of the charity;
- ensuring the advancement of the charity's purposes;
- acting collectively; and
- acting reasonably and prudently.

In their decision-making, Trustees must act wholly and entirely in the interests of the Foundation. Trustees must avoid any conflict between their personal interests and those of the Foundation and in particular follow the procedure set out in the Foundation's Conflicts of Interest Policy.

## 5. Risk Management

It is sensible for Trustees to consider the potential risks of any activity the Foundation undertakes.

The trustees of the Foundation should be aware of a grantee's legal status and the regulatory environment in which it operates. If the grantee is not a charity under the laws of England and Wales, the Trustees should consider implementing additional safeguards to ensure that the grantee applies the fund for the purposes for which they were given.

Trustees should, as a matter of policy, identify risk-related "triggers." These are aspects of a potential grant which may trigger the need for additional safeguards, such as enhanced due diligence and/or more robust ongoing monitoring. Such triggers may include:

- larger and/or longer grants;
- grants to recipients that are not registered charities (especially where core funding is proposed).
- grants to overseas entities (particularly those operating in high risk areas);
- high media profile of the grantee; and
- activities undertaken by the grantee which sit near the boundary of what is exclusively charitable in law, e.g. campaigning and political activities, and the promotion of human rights.

Where risks are identified as significant, Trustees should consider what steps should be taken to mitigate the risk. Steps may include the following:

- limiting the size or duration of the grant (or phasing payments);
- undertaking enhanced due diligence before awarding any grant;
- requiring more regular and/or detailed reporting from the grantee; and
- requiring that the grant funds be treated as restricted funds in the grantees accounts and possibly even held in a separate bank account.

This is not an exhaustive list and Trustees should exercise their independent, reasonable and prudent judgment with respect to each potential grant.

## 6. Record keeping

Trustees should keep written records of their grant-making decisions. This should include the Trustees' reasons behind awarding (or not awarding) a particular amount, and the factors considered in making that decision.

## 7. Granting funds

The Trustees of the Foundation have discretion whether to grant any funds at all to any particular applicant, and at what level to give funding. At all times their decision should be informed by whether they will be furthering the Foundation's objects.

The Trustees should adhere to the policies and processes they adopt for (a) granting funds and (b) monitoring how those funds are used.

The Foundation should enter into a written grant agreement with each grantee, which will include the requirement that the grantee must use the funds it receives only:

- for the purposes for which they were given, which must be charitable purposes for the public benefit under English law; and
- in accordance with other English law requirements.

When there is doubt as to whether an activity is charitable under English law (where it is undertaken by a grant-recipient which is not a registered charity), specialist advice should be sought before agreeing to provide the funding.

Funds are only to be released once a copy of the Foundation's terms and conditions signed by the grantee has been returned to the Foundation. The grant agreement may need to be adjusted to address particular risks identified in respect of each grant.

## **8. Refusal of grant applications and dealing with Complaints**

The Trustees of the Foundation have discretion as to how funding is used.

Where a grant application is turned down, the applicant will be informed. The Foundation will not as a general rule give reasons for refusing to give a grant.

Should a complaint be received in relation to the grant-making process or a refusal of a grant application, this shall be dealt with in accordance with the Foundation's complaints procedure.

## APPENDIX 1 – Further information

### General

1. Charity Commission guidance – Public benefit  
<http://www.charitycommission.gov.uk/detailed-guidance/charitable-purposes-and-public-benefit/>
2. BWB publication – Duties of Charity Trustees <http://www.bwbllp.com/file/duties-of-charity-trustees-colour-amended-version-pdf>
3. Charity Commission guidance - Hallmarks of an Effective Charity  
<http://www.charitycommission.gov.uk/detailed-guidance/managing-your-charity/the-hallmarks-of-an-effective-charity-cc10/>
4. Charity Commission guidance - The Essential Trustee  
<https://www.charitycommission.gov.uk/publications/cc3.aspx>
5. National Council for Voluntary Organisations - Good Governance  
<http://www.governancecode.org/full-code-of-governance/>
6. HMRC – Payments to overseas bodies [http://www.hmrc.gov.uk/charities/guidance-notes/annex2/annex\\_ii.htm#9](http://www.hmrc.gov.uk/charities/guidance-notes/annex2/annex_ii.htm#9)
7. Charity Commission guidance – Working Internationally  
<http://www.charitycommission.gov.uk/running-a-charity/your-charitys-work/working-internationally/>

### Information on charitable purposes and activities

8. Charity Commission guidance – Charitable Purposes  
<http://www.charitycommission.gov.uk/detailed-guidance/charitable-purposes-and-public-benefit/guidance-on-charitable-purposes/>
9. Charity Commission guidance – Campaigning and Political Activities  
<http://www.charitycommission.gov.uk/running-a-charity/your-charitys-work/campaigning-and-elections/campaigning-and-political-activities/>

**Appendix 2 – Grant Application form for individuals**

Please refer to the Foundation’s full [grant-making policy](#) before completing this application

<b>Name</b>	
<b>Address</b>	
<b>Contact name</b>	
<b>Contact email address</b>	
<b>Contact phone number</b>	
<b>Nature of relationship to Mulberry Schools Foundation/Mulberry Schools Trust</b>	
<b>Size of grant</b>	
<b>When will the grant be used?</b>	From:
	To:
<b>Why are you applying for a grant? How will the money be used?</b>	

Signed.....

Date:

**Appendix 3 – Grant application form for organisations**

Please refer to the Foundation’s full [grant-making policy](#) before completing this application

<b>Name of your organisation</b>	
<b>Registered address of your organisation</b>	
<b>Legal status of your organisation</b> (please note that the Foundation only awards grants to organisations that carry out activities that are charitable under UK law)	
<b>Charity Number</b> (if applicable)	
<b>Company Number</b> (if applicable)	
<b>Contact name</b>	
<b>Contact email address</b>	
<b>Contact phone number</b>	
<b>Size of grant</b>	
<b>When will the grant be used?</b>	From:
	To:
<b>About your organisation</b> (150 words)	



<p><b>Purpose of funding</b> (500 words)</p>	
<p><b>How will members of Mulberry Schools Foundation's communities benefit from this grant? How many people will benefit?</b> (300 words)</p>	
<p><b>How will you measure the impact of your work?</b> (250 words)</p>	
<p><b>Have you attached your data protection policies?</b></p>	
<p><b>If working with children, have you attached your safeguarding policies?</b></p>	
<p><b>Additional notes</b></p>	

This form must be approved by someone in your organisation with authority to do so (Chair or accounting officer)

Signed.....

Date:

Role.....



## Appendix 4 – Grant Terms and Conditions

### 1. Applicability

- 1.1. These terms and conditions apply to the Recipient in relation to the Grant in addition to the terms and conditions set out in the Offer Letter. The Offer Letter takes priority if there is any uncertainty or inconsistency.

### 2. Use of grants

- 2.1. Any grants awarded by the Foundation must be spent solely on the purposes specified in the Offer Letter and not for any other purpose.
- 2.2. Funding must solely be used for charitable purposes.
- 2.3. Funding must be used within the Term specified in the Offer Letter. Funding from the Foundation may not be used outside of this Term.
- 2.4. The official start date of the Term is the date at which payment is received by the Grant Recipient. A funded project must not commence before this date.
- 2.5. Grant Recipients must comply with all relevant legislation when using funding from the Foundation.
- 2.6. The Grant Recipient will be liable for any expenditure beyond the amount awarded by the Foundation. The amount paid by the Foundation will not increase for any reason.
- 2.7. The Grant Recipient may not transfer any part of the Grant to a third party unless agreed in writing with the Foundation or expressly permitted in the Offer Letter.
- 2.8. Any part of the Grant that is not required shall be refunded promptly to the Foundation and within 4 weeks of expiry of the Term.

### 3. Accounts and recording

- 3.1. The Grant Recipient must keep track of the use of funding so that it can be shared at the end of the agreed Term.
- 3.2. The Grant Recipient must comply with all statutory requirements regarding accounts and annual reporting, including facilitating the Foundation's compliance with these requirements.
- 3.3. The Grant shall be paid into a bank account in the name of the Grant Recipient or the individual named in the Offer Letter as acting on their behalf.
- 3.4. Before paying the Grant, the Foundation must see a copy of a bank statement for this account.
- 3.5. The Grant Recipient must complete and return the Foundation's Reporting Form to the Foundation within 15 working days of the end of the Grant Term.
- 3.6. As part of this reporting process, the Grant Recipient will show an appointed representative of the Foundation evidence of the use of their grant and facilitate the creation of copies for the Foundation's records.
- 3.7. Any money incorrectly paid by the Foundation must be promptly repaid by the Grant Recipient.
- 3.8. If the Grant Recipient has any grounds for suspecting financial irregularity in relation to its interaction(s) with the Foundation, they must notify the Foundation and any relevant authorities immediately.
- 3.9. If an organisation, the Grant Recipient must have appropriate financial policies and procedures in place including those for monitoring and preventing fraud, tax evasion,

bribery and breach of relevant financial sanctions laws. Grant expenditure must be controlled in accordance with these arrangements

#### **4. Monitoring and reporting**

- 4.1. As stated in the Foundation's Grant-making Policy, the grant recipient must:
  - 4.1.1. be available to correspond with the Foundation about a grant at any reasonable time or provide a nominated contact who can;
  - 4.1.2. provide information on an ongoing basis about their activities and finances to enable the Trustees to monitor how effectively the grants are used;
  - 4.1.3. account separately for funds donated by the Foundation in their annual accounts;
  - 4.1.4. provide a closing report at the end of each grant period using the Grant-Reporting Form, summarising how the funds have been spent.
- 4.2. The Grant Recipient must also confirm the date of the receipt of funds in writing to the Foundation within 5 working days of receipt.
- 4.3. Grant Recipients must inform the Foundation of any material change to their project, organisation (including but not limited to changes or issues related to expenditure, project outcomes, safeguarding, conflicts of interest, fraud, the organisation's financial status and the organisation's governance) or situation from the point they are contacted about the rewarding of funding until the end of the agreed term.
- 4.4. The Grant Recipient will also inform the Foundation of any incidents it is involved with during the term of the grant that are reported to the Charity Commission or an external regulator. If the grant recipient is not regulated by the Charity Commission, it must inform the Foundation of any incidents that could impact the Foundation or its beneficiaries.

#### **5. Withholding, suspending or terminating grants**

- 5.1. Grants may be withheld, suspended or terminated in the following circumstances:
  - 5.1.1. The Foundation Trustees reasonably believe that the Grant is not being used for its agreed purpose;
  - 5.1.2. If the Grant Recipient or anyone acting on their behalf breaks the law in relation to the use of the Grant or otherwise;
  - 5.1.3. It is found that false information was supplied to the Foundation;
  - 5.1.4. Material changes to the project or organisation occurred without the Foundation acknowledging and approving these changes;
  - 5.1.5. The Grant Recipient obtains duplicate funding from another organisation for the same purpose as that agreed with the Foundation;
  - 5.1.6. The Grant Recipient fails to investigate and resolve any irregularities;
  - 5.1.7. The Grant Recipient declares bankruptcy, becomes insolvent or goes into administration, receivership or liquidation;
  - 5.1.8. The Grant Recipient is unable to reasonably satisfy the Trustees regarding the resolution of a conflict of interest;
  - 5.1.9. The Grant Recipient fails to comply with any part of this policy;
  - 5.1.10. Foundation Trustees are not satisfied with the progress of a project.
- 5.2. The Foundation may also withhold, suspend or terminate grants for any other reasonable cause.

- 5.3. The Foundation may terminate an agreement and any payments on giving the Grant Recipient three months' written notice should it be required to do so as a result of financial constraints.

## **6. Safeguarding**

- 6.1. Grant Recipients working with children must have safeguarding policies which Trustees deem to be reasonable. These policies should be closely aligned with the Foundation's Safeguarding Policy.
- 6.2. Grant recipients must observe legal safeguarding requirements when working with children, including obligations under the Human Rights Act 1998. Employees of any organisations that receive grants must have enhanced DBS checks and Grant Recipients must be willing to certify this.
- 6.3. The Foundation reserves the right to examine any Grant Recipients' safeguarding policies before awarding a grant.

## **7. Confidentiality and data protection**

- 7.1. Grant Recipients must have appropriate data protection policies which Trustees deem reasonable.
- 7.2. Grant Recipients must follow the Foundation's Privacy Policy.
- 7.3. The Foundation may use personal information provided by the Grant Recipient to fulfil any reasonable purposes. It will maintain individual confidentiality at all times unless it is required to disclose information for legal reasons such as an investigation by the Charity Commission.

## **8. Liability and insurance**

- 8.1. The Foundation accepts no liability for any consequences, whether direct or indirect, that may come about from the use of a grant.
- 8.2. The Grant Recipient shall indemnify the Foundation or anyone acting on its behalf for any losses, costs, damages or other liabilities which occur as a result of actions that do not align with the agreement made between the Foundation and the Grant Recipient as stated in this policy and the Offer Letter (including but not limited to omissions from the agreement or other communications, the non-fulfilment of obligations, breaches of legislation).
- 8.3. The Grant Recipient shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred during the use of a grant.

## **9. Publicity**

- 9.1. The Foundation reserves the right to make public the name of its Grant Recipients and the broad nature of the projects it funds, in accordance with its Privacy Policy.

## **10. Warranties**

- 10.1. The Grant Recipient warrants, undertakes and agrees that:

- 10.1.1. they have all necessary resources and expertise to deliver the purpose for funding agreed with the Foundation;
- 10.1.2. they are not aware of any reason why the payment of a grant would harm the Foundation, its reputation or its beneficiaries or break any laws;
- 10.1.3. all information provided to the Foundation during the application process is true, complete and accurate;
- 10.1.4. they have not committed, nor shall they commit, any prohibited acts that break the law;
- 10.1.5. they shall exercise reasonable care, skill and diligence in all matters relating to the grant and the Foundation;
- 10.1.6. they shall comply with relevant health and safety, equality and discrimination and safeguarding legislation when fulfilling their agreement with the Foundation.

## 11. Definitions

- 11.1. "Grant", the grant or financial assistance the Foundation agrees to award the Grant Recipient as laid out in the Offer Letter.
- 11.2. "Grant Recipient", the organisation, body, company or individual(s) to whom the grant is awarded and is addressed as such in the Offer Letter.
- 11.3. "the Foundation", the Mulberry Schools Foundation.
- 11.4. "Trustees", the trustees of the Mulberry Schools Foundation.
- 11.5. "Reporting Form", the document the Grant Recipient must fill out at the end of the Grant detailing the use of funding.
- 11.6. "Offer Letter", the document addressed to the Grant Recipient that lays out the length of time the Grant is awarded for and any specific conditions or details.
- 11.7. "Term", the duration for which the Grant may be used by the Grant Recipient, starting from receipt of funds.

## Appendix 5 – Offer Letter

[GRANT RECIPIENT NAME]  
[CONTACT NAME IF RELEVANT]  
[CONTACT ORGANISATION IF RELEVANT, INCLUDING COMPANY/CHARITY NUMBER]  
[REGISTERED ADDRESS]  
[CONTACT EMAIL]  
[DATE]

Dear [GRANT RECIPIENT OR PERSON ACTING ON AN ORGANISATION’S BEHALF],

We are delighted to confirm that, subject to the conditions laid out in this document and the attached Grant Terms and Conditions, Mulberry Schools Foundation (“the Foundation”) offers [GRANT RECIPIENT] (“you”) a Grant of [£XXX].

This offer is made regarding your application of [DATE] for [GRANT PURPOSE]. [WHY TRUSTEES DECIDED TO MAKE THE OFFER]. Please note that the Grant must only be used for these legally charitable purposes or funding will be cancelled. If there are any significant changes to the project or purpose for which you are spending the Grant, you must inform the Foundation as soon as possible and these changes must be approved and acknowledged. [ACKNOWLEDGEMENT OF TRANSFERS OF MONEY TO THIRD PARTIES IF RELEVANT.]

The Grant shall be paid into [BANK ACCOUNT DETAILS, NATURE OF PAYMENT]. [As you, [NAME], are acting on behalf of [ORGANISATION], the Grant will be paid into this bank account in your name]. If you have not done so already, you must provide the Foundation with a bank statement for this account before funding can be awarded. You must confirm receipt of funds in writing to the Foundation within 5 working days.

The Grant can be spent from the day money is received in the designated account until [DATE], after which time the Term of the Grant will expire. The Grant cannot be used for costs that have already been incurred.

You must comply with all reasonable requests from the Foundation regarding monitoring and record-keeping[, providing the Foundation with regular reports every [DURATION] during the Grant Term]. If the Trustees do not reasonably deem your responses to be sufficient, you will be asked to submit further details. At the end of the Term, you will be expected to complete and return the relevant Reporting Form to the Foundation within 15 working days.

You must read the attached Grant Terms and Conditions carefully before signing this document. By signing, you confirm that you have read the Grant Terms and Conditions and that you agree to them. Definitions for terms used in this document are available there.

The information above is what the Foundation will use to contact you. If any of this information is incorrect, you must inform the Foundation as soon as possible.

Yours sincerely,

[NAME]  
[POSITION WITHIN THE FOUNDATION]

I confirm that I, [NAME][, on behalf of [ORGANISATION NAME]], agree to the terms of this Offer Letter and the Grant Terms and Conditions.

Grant Recipient name	
Grant amount	
Grant Term	
Reporting expectations	
Bank details	

Signature:

Printed name:

Date:



**Appendix 6 – Grants to External Organisations Reporting Form**

*To be completed by external organisations, including charities, who receive a grant from the Foundation*

<b>Grant recipient name</b>	
<b>Organisation</b>	
<b>Grant recipient role</b>	
<b>Size of grant</b>	
<b>Number of beneficiaries involved</b>	
<b>Purpose of grant</b>	
<b>When was the grant used?</b>	From:
	To:
<b>How was the grant used?</b>	
<b>What restrictions were placed on the grant? How were these complied with?</b>	

<p><b>Please describe the impact of the grant on beneficiaries</b></p>	
<p><b>How much of the grant was used?</b></p>	
<p><b>If not all of the grant was used, when will the remainder be returned to the Foundation?</b></p>	
<p><b>Has a representative of the Foundation copied receipts/evidence?</b></p>	
<p><b>Additional notes, including any changes from the original application. If there were any changes, please attach written evidence of approval from the Foundation</b></p>	

By signing, the grant recipient confirms that the funds have been used solely for the purpose applied for (unless agreed with Foundation Trustees and specified in the above form) and in accordance with the grant's terms and conditions and offer letter.

Signed..... (grant recipient)

Date:

Signed..... (Foundation representative)

Date:



**Appendix 7 – Grants to Individuals Reporting Form**

*To be completed by individuals who receive a grant from the Foundation*

<b>Grant recipient name</b>	
<b>Relationship to Mulberry Schools Trust</b>	
<b>Size of grant</b>	
<b>Purpose of grant</b>	
<b>When was the grant used?</b>	From:
	To:
<b>How was the grant used?</b>	
<b>What restrictions were placed on the grant? How were these complied with?</b>	

<p><b>Please describe the impact of the grant</b></p>	
<p><b>How much of the grant was used?</b></p>	
<p><b>If not all of the grant was used, when will the remainder be returned to the Foundation?</b></p>	
<p><b>Has a representative of the Foundation copied receipts/evidence?</b></p>	
<p><b>Additional notes, including any changes from the original application. If there were any changes, please attach written evidence of approval from the Foundation</b></p>	

By signing, the grant recipient confirms that the funds have been used solely for the purpose applied for (unless agreed with Foundation Trustees and specified in the above form) and in accordance with the grant's terms and conditions and offer letter.

Signed..... (grant recipient)

Date:

Signed..... (Foundation representative)

Date:



**Appendix 8 – Grants to Mulberry Schools Trust Reporting Form**

*To be completed by employees of Mulberry Schools Trust who manage a grant from the Foundation on behalf of a Mulberry Schools Trust school*

<b>Grant recipient name</b>	
<b>School</b>	
<b>Grant recipient role</b>	
<b>Size of grant</b>	
<b>Number of students involved</b>	
<b>Number of Pupil Premium students</b>	
<b>Purpose of grant</b>	
<b>When was the grant used?</b>	From:
	To:
<b>How was the grant used?</b>	

<p><b>What restrictions were placed on the grant? How were these complied with?</b></p>	
<p><b>Please describe the impact of the grant on beneficiaries</b></p>	
<p><b>How much of the grant was used?</b></p>	
<p><b>If not all of the grant was used, when will the remainder be returned to the Foundation?</b></p>	
<p><b>Has a representative of the Foundation copied receipts/evidence?</b></p>	
<p><b>Additional notes, including any changes from the original application. If there were any changes, please attach written evidence of approval from the Foundation</b></p>	



By signing, the grant recipient confirms that the funds have been used solely for the purpose applied for (unless agreed with Foundation Trustees and specified in the above form) and in accordance with the grant's terms and conditions and offer letter.

Signed..... (grant recipient)

Date:

Signed..... (Foundation representative)

Date:

