



Standard Terms and Conditions for SMF Support from the Sanjay Mortimer Foundation (SMF)

PLEASE READ THIS DOCUMENT IN FULL BEFORE APPLYING TO THE SMF FOR SUPPORT

1. Definitions

Alternative Support	The “SMF Trustees” may decide that the “SMF Star” would benefit from “Alternative Support”, this may be in addition to “the Grant” or “the Resources” or independent of them. Examples of alternative support include, but are not limited to, work experience, internships or alternative as agreed by the Trustees, Collaborator and SMF Star.
Charitable Purposes (Objects)	Means for charitable purposes, namely: The Charity’s Objects are: “The advancement of education of engineering for the public benefit for those who are neurodivergent up to the age of 25, through the provision of specialist advice and support in relation to neurodiversity and engineering, the better to fit neurodivergent people for the practice of engineering.”
Organisation, Collaborator, Grantee or “We”	The Organisation, Collaborator, or Grantee who is applying for the SMF Support, referred to as “we”. This is likely to be a school, after school club, holiday club, makerspace, fablab, university or company.
SMF	The Sanjay Mortimer Foundation, referred to as “you”.
SMF Offer Letter	Successful candidates will be issued with an “SMF Offer Letter” detailing the amount of funding agreed (“the Grant”), what the SMF has agreed to fund (“the Project”), if any resources (“the Resources”) are to be awarded and if any further (“Alternative Support”) is to be given.
SMF Star	The beneficiary of the “SMF Support”.
SMF Support	Means a grant, resource &/or any alternative support which the “SMF Trustees” feel would further the education of the “SMF Star”. Details of which can be found in the “SMF Offer Letter”.
SMF Support Agreement	This is made up of these “Standard Terms & Conditions for SMF Support” and the “SMF offer letter”
SMF Terms	The Standard Terms & Conditions for SMF Support from the Sanjay Mortimer Foundation (this document)
SMF Trustees	The Trustees to the SMF
the Grant	The amount of funding agreed, defined in the “SMF Offer Letter”.
the Project	What the funding may be used for, defined in the “SMF Offer Letter”.
the Resources	The SMF may be able to donate resources (equipment, 3D printers, filament etc.) to their Collaborators or the Stars themselves, for the “SMF Stars” to use/learn on. Details of any resources donated will be provided in the “SMF Offer Letter”.



2. General

We understand and agree that:

- 2.1 Details of the SMF Support will be found in the SMF Offer Letter.
- 2.2 The SMF Support Agreement is subject to these SMF Terms and the SMF Offer Letter, which may stipulate additional conditions.
- 2.3 Our organisation agrees to abide by the SMF Support Agreement by signing these SMF Terms.

3. Purpose and use of the SMF Support Agreement

The SMF Support Agreement is intended to ensure that the SMF Support is used solely for the charitable purposes for which it was awarded.

- 3.1 We will ensure the SMF Support is made only for the purposes outlined in the SMF Offer Letter and will be exclusively for the beneficiary.
- 3.2 In instances where the grant has been used to buy, for example resources or equipment, or these have been donated to the organisation by the SMF, incidental benefit to other members of the organisation is likely to occur. It is our responsibility to ensure the primary benefit accrues to the beneficiary and take liability for ongoing maintenance and repair.

4. Organisation/Collaborator/Grantee

- 4.1 We will make sure that all relevant staff (employees and/or volunteers) receive a copy of these SMF Terms and will bring the contents to the attention of our trustees and managers as appropriate.
- 4.2 We will get written agreement from you before making any change to the Project. Changes include, but are not limited to: changes to project dates and timelines, changes to the organisation, included key personnel, changes to the beneficiary, changes to what you want to spend funds on etc.
- 4.3 We will make sure that we are correctly constituted and regulated, and that the receipt of the SMF Support is within the scope of our governing documents.
- 4.4 We will acknowledge your support on our social platforms and where ever possible, using the wording *"Supported by the Sanjay Mortimer Foundation"*. We will use logos and branding provided by SMF.
- 4.5 We agree to act lawfully and let you know promptly about any fraud, other impropriety, mismanagement, or misuse in relation to the SMF Support.
- 4.6 We will report regularly and fully to all the members of our governing body on the financial position of our organisation and will put in place procedures to avoid any conflict of interest arising in the provision of goods and services procured, in relation to the SMF Support.
- 4.7 When working with children, young people, vulnerable people or adults at risk, we will adopt and implement an appropriate written safeguarding policy, obtain written consent from legal carers or guardians and carry out background checks for all employees, volunteers, trustees or contractors as required by law.
- 4.8 We will comply with data protection laws and obtain the consent of your beneficiaries for us and you to receive and process their personal information and contact them.



5. Payment of a grant

We understand that:

- 5.1 We will provide bank details and a copy of a bank statement/letter no older than three months old.
- 5.2 The grant will be paid once all documentation is signed & bank details received and that we will be notified by email, once payment has been made by you.
- 5.3 The official start date of the SMF Support is the date at which the grant payment is received, and we should not use the grant before then.
- 5.4 The first payment of the grant must be drawn down within 12 months of receiving the grant.
- 5.5 All payments are subject to the necessary funds being available within the SMF.

We acknowledge that:

- 5.6 If we spend more than the agreed budget, you will not increase the grant.
- 5.7 The grant is not consideration for any taxable supply for VAT purposes.
- 5.8 These SMF Terms will continue to apply for one year after the grant is paid or until the project has been completed, whichever is later.

6. Receipt of resources

We understand that:

- 6.1 We will provide the correct address for any resources to be sent and that the SMF will cover all shipping costs.
- 6.2 We will be responsible for all donated resources and take full liability for training users in their safe use and for any ongoing maintenance and repair.
- 6.3 The official start date of the SMF Support is the date at which the resources are received.
- 6.4 In instances where a grant &/or resources &/or additional support are being provided, the start date will be from the arrival of whatever is first.

7. Accounts and financial record

- 7.1 We will hold the grant in a UK-based bank or building society account.
- 7.2 We will keep accurate and full records about your project both during the project and for seven years afterwards.
- 7.3 When requested, we will provide copies of those records and evidence of expenditure of the grant, such as original paper or electronic receipts, invoices, and bank statements.
- 7.4 We will always hold the grant on trust, and we will repay any unused part of the grant to you immediately upon request.

8. Monitoring reporting and information management

- 8.1 We will complete and return regular monitoring reports as identified in the SMF Offer Letter, using the forms and/or instructions you provide. We will do this in accordance with your specified timescales and we will update you on the progress of the project on request, both during and after the end of the project.
- 8.2 We understand that it is important to demonstrate the impact the SMF Support has had on individuals and recognise that this may be a hard impact, e.g., certification of completion but also a soft impact, e.g., feeling, or behavioural.



- 8.3 We will send you copies of any completion certificates or relevant evidence which shows how the SMF Star has furthered their education or knowledge.
- 8.4 We will be available for meetings with you, or those authorised by you, at our premises, if required and allow full and free access to such records as necessary for you to monitor the project and meet your legal obligations.
- 8.5 So that the SMF can continue supporting Stars, we will consider supporting the SMF Charity* in our organisations fundraising plans and events. *Registered charity no. 1205708 in England and Wales.

9. Withholding, suspending and repayment of the grant

- 9.1 We understand that you are entitled to suspend or terminate the SMF Support and/or require us to repay all or any of the grant in any of the following situations. We must let you know if any of these situations have occurred or are likely to occur:
- i. We use the grant in any way other than as approved by you or fail to comply with any of these Terms and Conditions.
 - ii. We have supplied any false or misleading information to the SMF, either on application or after award of the grant, act dishonestly or are under investigation by you, a regulatory body, or the police.
 - iii. Our organisation becomes insolvent or goes into administration, receivership, or liquidation.
 - iv. We receive any grant money incorrectly either because of an administrative error or otherwise.

10. Data protection & Confidentiality

- 10.1 The SMF would like to promote the SMF work in the form of case studies on their website and other media channels (social media, adverts, posters etc). They recognise the need to maintain the confidentiality of vulnerable groups and their details will not be made public in any way, except as required by law or agreed in writing by the beneficiary, or their guardians.
- 10.2 We reserve the right to make public the name of your organisation and the broad nature of our offer, but we won't disclose the detail except in confidence to our advisers and as required by law and/or by regulators (e.g., Charity Commission)
- 10.3 We might use personal information provided by you to conduct appropriate identity checks. Personal information you provide may be disclosed to a credit reference or fraud prevention agency, which may keep a record of that information.
- 10.4 For more information on data protection please see our SMF Private Policy.



11. Signatures

Signed on behalf of the **Sanjay Mortimer Foundation**

Signed
Printed Name
Position
Date

Signed on behalf of

Signed
Printed Name
Position
Date