

THE LEONA M. AND HARRY B.
HELMSLEY
CHARITABLE TRUST

**Overview of Grant Terms
For
Non-Profit Organizations**

First, congratulations on being invited to submit a grant application to the Helmsley Trust. As a grantmaker, we collaborate with thought leaders within our grantmaking program areas and are excited to explore the possibility of working with your organization. Below is an explanation of some of the grant terms contained in the Trust's grant agreement. If approved for funding, your organization will be required to comply with these terms. This is not a comprehensive list of terms in the grant agreement, but a guide to give you a sense of the Trust's procedures and expectations.

Accessing the Application

The Trust uses online applications to ensure timely receipt of submissions. All applications are password-protected, so once you create a log-in, please enter the password we provided in the e-mail you received. Also, save the link to our general portal (this is the second link in the e-mail) as it will give you access your to saved applications and, if funded, access to required reports.

Tax Status

Your tax status is important information to us. The Trust generally funds public charities classified as either a Section 509(a)(1) or 509(a)(2) organization. We do not typically fund Section 509(a)(3) supporting organizations. If you have 509(a)(3) classification please contact Grants Management (see below for this information).

International organizations must complete the documentation for the Trust's process for funding organizations outside the United States. It is a two-stage process, and the forms you are sent will explain the information the required by the Trust.

Indirect Costs

Organizations with operating budgets under \$5 million may request no more than 20% in indirect costs and organizations with operating budgets over \$5 million may request no more than 10% in indirect costs. Indirect costs on the first \$20,000 and \$25,000 of equipment and subcontractors, respectively, are allowed within the general ceiling. We will discuss indirect costs with you if your grant is a capital or endowment request.

Attachments

Please upload all required attachments. The total of all attachments should not exceed 25MB.

Use of Grant Funds

If your organization is selected to receive a grant, the proposal and budget will be attached to your grant agreement and the grant term and payment schedule will be listed. This will ensure clarity

regarding what both parties agree to as the project scope and timing. During the life of a grant the Trust prefers an open dialogue regarding proposed changes to the budget. Budget modifications above the threshold specified in your grant agreement require written approval by the Trust. ***Funds may not be used for lobbying, political activity, or to support violence or any terrorism related activity or for lobbying or political activity.***

Grant Modifications

The Trust views its grantees as partners in achieving program goals, and to have a successful partnership, communication is vital. If a grant is awarded, we expect that you will maintain an open dialogue with our program staff. All budget modifications of more than \$5,000 of an annual payment require written permission from the Trust. If you need to carryover funds from one year to the next, any carryover of more than \$5,000 requires approval. Also, no change in scope or grant term can be made without prior written approval from the Trust.

Intellectual Property

If you expect to develop intellectual property during your grant, the grant agreement requires that you make your best effort to license out your findings within 24 months, or to develop with the Trust a plan and appropriate timeline for its commercialization. If you fail to license the intellectual property in accordance with the agreed upon timeline, you will be required to grant to the Trust a license enabling the Trust to sublicense the intellectual property for commercialization to enable the benefits to be realized by the public.

Indemnification

Your organization will be asked in the agreement to defend, indemnify and hold harmless the Trust, its Trustees, officers, employees and agents.

Insurance

Your organization will be required to maintain throughout the grant term comprehensive general liability insurance to protect against claims of personal injury, wrongful death and property damage and you must include the Trust as a named insured on such policies.

Publicity

If your organization is chosen to receive a grant and wishes to publicize it using the Helmsley Trust name, The Trust must approve any publicity which you initiate or issue. (This is covered in the “Acknowledgement, Publicity, Publication, and Communication with Media” section of the Trust's grant agreement.)

Reporting

The grant agreement will delineate the grant period and reporting timeline. All reports should be submitted on time and online. No further payments will be made if reports are outstanding.

Non-Discrimination and Proselytizing

The Trust's agreement includes a non-discrimination clause to ensure that all potential recipients of and participants in a grantee's programs and services have access and receive services without regard to race, sex, education, ethnicity, socio-economic status, religion, ability/disability, sexual orientation, gender self-identification, age, country of origin, first language, marital status or citizenship. No funds from the Trust may be used to proselytize directly or indirectly on behalf of any religious faith, doctrine or belief.

Grant Agreements

If you are awarded a grant from the Trust, we will send you our standard grant agreement. Our grant agreements are binding and comprehensive and all inclusive; therefore, you should read all terms and conditions prior to signing. If you have any questions or concerns, you should inquire about the clause(s), but please be aware that we typically do not modify any terms, except in rare instances where a local law to which a grantee is subject conflicts with a term of the grant agreement.

Please contact the appropriate program staff member or Grants Management with any questions or concerns regarding these grant terms (grants@helmsleytrust.org).