

THE LEONA M. AND HARRY B.  
**HELMSLEY**  
CHARITABLE TRUST

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## **Overview of Grant Terms and Conditions for The Leona M. and Harry B. Helmsley Charitable Trust**

As a grantmaker, Helmsley collaborates with thought leaders within our grantmaking program areas to support meaningful work in the U.S. and around the world focused on health and select place-based initiatives. Once an organization has been awarded a grant, grantees are given a binding legal document that outlines terms and conditions of the grant (also referred to as a Grant Agreement Letter or GAL). Below is an explanation of select grant terms contained in Helmsley's Grant Agreement Letter. If approved for funding, grantee organizations will be required to comply with these terms. This is not a comprehensive list of terms in the grant agreement letter, but a guide to give you a sense of Helmsley's procedures and expectations.

### **Tax Status**

Helmsley generally funds public charities classified as either a Section 509(a)(1) or 509(a)(2) organization. Helmsley does not typically fund Section 509(a)(3) type iii supporting organizations. Organizations with a 509(a)(3) classification are encouraged to contact a Grants Manager (see below for this information).

International organizations must complete the documentation for Helmsley's process for funding international organizations. This is a two-stage process. Applicants will receive forms that will explain the information Helmsley requires for both processes.

### **Accessing your Application**

Helmsley requires that all applicants use online applications to ensure timely submission of required materials. Applicants will receive an email from Helmsley's Grants Management Department containing a link to access the application. All applications are password-protected, and after creating a log-in, Helmsley encourages applicants to enter the password provided in the e-mail received. Additionally, applicants are encouraged to save the link to Helmsley's general portal (this is the second link in the e-mail) as it will give applicants access to all saved applications and, if funded, access to required reports.

### **Grant Agreement Letter**

If an organization is awarded a grant from Helmsley, grantees will receive Helmsley's standard grant agreement letter. Grant agreement letters are binding, comprehensive, and all inclusive; therefore, grantees should read all terms and conditions prior to signing. Grantees are welcome to inquire about the clause(s) that elicit(s) any questions or concerns, but please be aware that Helmsley typically does 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 letter.

### **Intellectual Property**

If grantees expect to develop intellectual property during a grant term, the grant agreement letter requires that grantees make an effort to license out findings within 24 months, or Helmsley will discuss an appropriate timeline for its commercialization.

### **Reporting**

If approved for funding, the grant agreement letter 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. For additional instructions on how to complete reports, please visit [Helmsley's Grantee Resources Page](#).

## **Attachments**

Grantees will be required to upload additional documents with reports. The total of all attachments should not exceed 25MB.

## **Use of Grant Funds**

The proposal and budget, grant term, and payment schedule will be included in the grant agreement letter. This will ensure clarity regarding what both parties agree to as the project scope and timing. During the life of a grant, Helmsley prefers an open dialogue regarding proposed changes to the budget. Budget modifications above the threshold specified in a grant agreement letter require written approval by Helmsley. Funds may not be used to support violence or any terrorism related activity. For a detailed list of restrictions on grant funds, grantees should refer to the grant agreement letter.

## **Indemnification**

Grantee organizations will be asked in the agreement to defend, indemnify and hold harmless Helmsley, its Trustees, officers, employees and agents.

## **Indirect Costs**

Grantee organizations with operating budgets under \$5 million may request up to 20% of the total project budget for indirect costs and organizations with operating budgets over \$5 million may request up to 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. Helmsley will discuss indirect costs with grantees if the grant is a capital or endowment request.

## **Grant Modifications**

Helmsley views its grantees as partners in achieving program goals, and to have a successful partnership, communication is vital. If a grant is awarded, Helmsley expects that grantees will maintain an open dialogue with Program Staff. All budget modifications of more than \$5,000 of an annual payment require prior written permission from Helmsley. If grantees 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 Helmsley.

## **Publicity**

In the event that an organization is chosen to receive a grant and wishes to publicize it using Helmsley's name, Helmsley must approve any publicity that the grantee seeks to initiate or issue. (This is covered in the "Acknowledgement, Publicity, Publication, and Communication with Media" section of Helmsley's grant agreement letter.) You may also visit [Helmsley's Grantee Resources Page](#) to learn more about guidelines for using Helmsley's name.

## **Non-Discrimination and Proselytizing**

Helmsley'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 Helmsley may be used to proselytize directly or indirectly on behalf of any religious faith, doctrine or belief.

**Please contact the appropriate program staff member or The Grants Management Team with any questions or concerns regarding these grant terms (212.679.3600 or [grants@helmsleytrust.org](mailto:grants@helmsleytrust.org)).**