



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

The Leona M. and Harry B. Helmsley Charitable Trust (Helmsley) is a grantmaking private foundation that collaborates with organizations conducting meaningful charitable work in the U.S. and around the world within Helmsley's focus on health and select place-based initiatives. Once an organization has been awarded a grant, the organization is given a binding grant agreement that outlines terms and conditions of the grant. Below is an explanation of select grant terms contained in Helmsley's grant agreement. 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, but a guide to give you a sense of Helmsley's expectations for a grant. This overview and general information about Helmsley's grantmaking process are available on the [Grantee Resources Page](#).

Tax Status

Helmsley typically funds public charities classified under Section 501(c)(3) of the Internal Revenue Code, except for those subclassified as Section 509(a)(3) Type III supporting organizations. Applicants with a 509(a)(3) subclassification should notify their Helmsley contact as additional documentation is likely to be required.

For foreign organizations that are not recognized as tax-exempt by the U.S. Internal Revenue Service, Helmsley will first attempt an equivalency determination. The equivalency determination process is administered by Helmsley's partner [NGOsource](#). In certain cases, Helmsley may fund a charitable project by exercising expenditure responsibility (ER). Applicants whose proposals are being considered for ER will be informed of additional documentation and special terms and conditions related to this type of funding.

Accessing your Application

All applications are made in Helmsley's Grants Portal, powered by Fluxx. If an organization is invited to apply for funding, they will receive individual login credentials for the Grants Portal, where they can complete application forms, upload organizational information, and, if a grant is approved, view submitted proposals, grant documents, reporting requirements, and payment information. Portal accounts cannot be issued to group email addresses for security reasons.

Indirect Costs

At its discretion, Helmsley may fund indirect costs associated with grant projects. Grantee organizations with annual operating budgets under \$5 million may request up to 20% of direct project costs in indirect funds. Organizations with annual operating budgets over \$5 million may request up to 10% of direct project costs in indirect funds. Indirect funds of 10% may be requested on equipment purchases and subcontractor costs, to a maximum annual total of \$2,000 and \$2,500, respectively.

Helmsley will discuss indirect costs with grantees if the grant is a capital or endowment request. Helmsley will not fund indirect costs on grants made exercising ER.

Grant Agreement

If approved for funding, grantee organizations will receive a grant agreement via DocuSign. The grant term, project budget, reporting and payment schedule and grant scope of work are included in the grant agreement to ensure mutual understanding of the funded project. Grant agreements are binding, comprehensive, and all inclusive; therefore, grantees should read all terms and conditions prior to signing.

Helmsley typically does not modify its grant agreement, except in rare instances in which a specific term of the grant agreement conflicts with local law. In those cases, Helmsley will request a citation of the relevant law.

Use of Grant Funds

All grant funds must be used for approved project purposes. Funds may not be used to support violence or any terrorism related activity, to carry on propaganda, or attempt to influence legislation or the outcome of any public election. 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.

Reporting and Grant Modifications

Helmsley requires periodic reporting on project progress in the Grants Portal. All reports should be submitted on time and in the Grants Portal. Payments will be delayed if reports are outstanding.

Notification to Helmsley is required when actual expenses vary from the approved project budget. All budget modifications of more than \$15,000 require prior written permission from Helmsley. Also, no change in scope or grant term, or Principal Investigator (for research projects) can be made without prior written approval from Helmsley.

Indemnification and Insurance

Grantee organizations are required to defend, indemnify and hold harmless Helmsley, its Trustees, officers, employees and agents. Helmsley also requires grantee organizations to maintain general liability insurance, including bodily injury and property damage, automobile liability, and excess liability coverage throughout the grant period. The amount of insurance required will be specified in the grant agreement. Helmsley shall be an additional insured on these insurance policies.

Intellectual Property and Data Sharing

The intent of Helmsley's intellectual property (IP) requirements is to ensure that discoveries which have the potential to benefit the public are commercialized or otherwise realized for patients and the community. If grantee organizations expect to develop intellectual property in a Helmsley-funded

project, they are required to make an effort to license out findings within 24 months of the creation of IP or work with Helmsley to develop an appropriate timeline for commercialization. In the event that viable intellectual property is abandoned or not licensed out by the grantee organization, Helmsley would require a fully-paid-up irrevocable, perpetual, worldwide, exclusive license with an unlimited right to sublicense it. Certain grant projects may also have special terms requiring the publication, sharing or storage of data and/or biosamples.

Publicity and Communications

Helmsley must approve any use of its name in publicizing an approved grant. Further details are located in the “Acknowledgement, Publicity, Publications, and Communication with the Media” section of Helmsley’s grant agreement. Grantees will receive a “Communicating Your Work” guide with additional information once a grant is approved.

Equipment

If Helmsley funds the purchase of capital equipment, it may in certain cases require the grantee to use the equipment for the purpose of the grant for the equipment’s useful life, with changes to the purpose or location of such equipment during the grant period subject to Helmsley’s written consent.

Further Assistance

For technical assistance using the Grants Portal, email fluxxhelp@helmsleytrust.org.

For general questions on Helmsley’s grantmaking process, terms and conditions, contact Grants Management at grants@helmsleytrust.org or 212.679.3600.