

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 the terms and conditions of the grant. Below is a brief overview of select grant terms. If approved for funding, grantee organizations will be required to comply with the terms of the grant agreement. The below is not a comprehensive list of terms in the grant agreement, but a guide to give you a sense of Helmsley's expectations. This overview and general information about Helmsley's grantmaking process are available on the [Grantee Resources Page](#).

Applying for Funding

Tax Status

Helmsley funds public charities classified under Section 501(c)(3) of the U.S. 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 charitable organizations that are not recognized as tax-exempt by the U.S. Internal Revenue Service, Helmsley will first attempt to grant using equivalency determination (ED). The ED 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 requirements.

Accessing your Application

All applications are made in Helmsley's Grants Portal, powered by Fluxx. An invitation to apply for a grant does not guarantee funding. If an organization is invited to apply for funding, they will receive individual login credentials for the Grants Portal, where they can complete all relevant forms (i.e. application, organizational information, reporting requirements, and payment information). Organizations are responsible for determining who should have access to the Portal and must notify Helmsley of any changes to contacts. User accounts cannot be issued to group email addresses and users should refrain from uploading any sensitive data. Use of Helmsley's Grants Portal is subject to the Helmsley Fluxx Grants Portal Terms of Use and organizations must ensure that they and their representatives comply with the Terms of Use, including maintaining the confidentiality of any credentials and taking reasonable steps to keep their accounts secure.

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 for equipment purchases and subcontractor costs, to a maximum annual total of \$2,000 and \$2,500, respectively. Helmsley will not fund indirect costs on grants made exercising expenditure responsibility.

Grant Agreement Letter (GAL)

If approved for funding, grantee organizations will receive a grant agreement letter 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 does not modify its grant agreement terms, 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.

Indemnification and Insurance

Grantee organizations must defend, indemnify, and hold harmless Helmsley, its Trustees, officers, employees, and agents from and against any claims or losses arising out of or related to the grant. Helmsley requires that grantee organizations maintain appropriate insurance. As a general rule, for organizations with annual operating budgets under \$5 million, the amount of insurance generally required includes limits of liability of at least \$1 million combined for bodily injury and property damage, \$1 million for automobile liability, and \$2 million excess umbrella liability coverage; and for organizations with annual operating budgets over \$5 million, the amount of insurance generally required includes limits of liability of at least \$2 million combined for bodily injury and property damage, \$1 million for automobile liability, and \$5 million excess umbrella liability coverage. Helmsley shall be named as an additional insured on all such insurance policies.

Use of Grant Funds

All grant funds must be used for approved project purposes and within the term set out in the grant agreement. 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.

Helmsley reserves the right to terminate a grant if a grantee is unable to carry out the purposes of the grant or misuses funds.

Equipment

If Helmsley funds the purchase of capital equipment, it may require the grantee to use the equipment for the purpose of the grant for the equipment's useful life, with changes to the use of such equipment subject to Helmsley's written consent.

Reporting and Grant Modifications

Helmsley requires periodic reporting on project progress and grant spending in the Grants Portal. All reports should be submitted on time and in the Grants Portal. Payments will be delayed if reports are outstanding. If the project plan or budget changes during the grant term, a modification may be required.

All budget modifications of more than \$50,000 require prior written permission from Helmsley. This includes:

- **Financial Reallocations:** The movement of funds from one budget category (e.g. personnel, supplies, etc.) to another without increasing or decreasing the total grant amount. Financial reallocations of less than \$50,000 do not require a formal modification.
- **Carryover of Grant Funds:** Carryover refers to when unspent funds remaining at the end of a budget period, or grant term, may be carried over to one or more future budget period(s) to cover allowable costs in that budget period.

The following modifications also require written permission from Helmsley:

- **Change in Grant Scope and/or Purposes of the Project:** Any material change in the direction, aims, objectives, milestones, or purpose identified in the grant scope of work.
- **Change in Grant Amount:** Any increase or decrease to a grant's approved total commitment.
- **Change in Principal Investigator (for research projects).**
- **Term Extensions:** A term extension extends the project period beyond the original grant end date.

Grant Work Products

Intellectual Property and Data Sharing

The intent of Helmsley's intellectual property (IP) requirements is to ensure that discoveries and funded work 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 best efforts to license out such IP within 24 months of the creation of IP or work with Helmsley to develop an appropriate timeline. If efforts are not made to license viable intellectual property, Helmsley assumes a fully-paid-up irrevocable, perpetual, worldwide, exclusive license with an unlimited right to sublicense it.

In addition, grants for research projects include a publication requirement and, depending on the funded activities, grant projects may also have terms facilitating the use of funded work by others, including, for example, through data or biosample sharing, open source licensing, and/or the use of a Creative Commons license.

Publicity and Communications

Helmsley must approve any use of its name in publicizing an approved grant. Grantees will receive a “Communicating Your Work” guide with additional information once a grant is approved.

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.