

230 Park Avenue, Suite 659
New York, NY 10169

October 24, 2018

Mr. Sturt Eastwood
Chief Executive Officer
Diabetes NSW
26 Arundel Street
Sydney, NSW Australia

Re: The Leona M. & Harry B. Helmsley Charitable Trust Grant 2019PG-T1D023

Dear Mr. Eastwood:

On behalf of The Leona M. & Harry B. Helmsley Charitable Trust ("Helmsley"), we are pleased to inform you that a grant of \$1,763,119 has been awarded to Diabetes NSW ("Grantee") to be payable as set forth below (the "Grant"). The Grant must be used solely for the purposes described in Grantee's Grant Scope of Work dated October 24, 2018 and entitled "Strengthening the Capacity of Diabetes New South Wales to Expand the Evidence Base on Diabetes in LMICs While Improving Quality of Care" (the "Grant Scope of Work"). This letter, together with the Grant Scope of Work attached hereto as Attachment A and the final approved budget dated October 24, 2018 and attached hereto as Attachment B (the "Final Budget"), constitute the agreement between the Grantee and Helmsley with respect to the Grant (the "Agreement").

1. Grant Period

The Grant is for a period beginning November 1, 2018 and ending October 31, 2021 (the "Grant Period").

2. Grant Payments

Grantee will be paid in **three** installments as follows:

- The first installment of \$564,553 will be paid within two months of Helmsley's receipt of this signed Agreement.
- The second installment of \$596,300 will be paid within two months of receipt by Helmsley of the interim narrative and financial reports covering the entire first year of the Grant and completion of the project milestones as set forth in the Grant Scope of Work that are satisfactory to Helmsley as set forth in Section 7 of this Agreement and delivered in accordance with the

schedule set forth in Section 7 of this Agreement, provided however, that the amount of the second installment may be readjusted by Helmsley based on a failure by the Grantee either to make satisfactory progress towards the Grant activities as set forth in the Grant Scope of Work or spend substantially all of the first installment. The Grantee may request that no such readjustment be made by providing to Helmsley well-supported justification of the need for the second installment payment.

- The third and final installment of \$602,267 will be paid within two months of receipt by Helmsley of the interim narrative and financial reports covering the entire second year of the Grant and completion of the project milestones as set forth in the Grant Scope of Work that are satisfactory to Helmsley as set forth in Section 7 of this Agreement and delivered in accordance with the schedule set forth in Section 7 of this Agreement, provided however, that the amount of the third installment may be readjusted by Helmsley based on a failure by the Grantee either to make satisfactory progress towards the Grant activities as set forth in the Grant Scope of Work or spend substantially all of the second installment. The Grantee may request that no such readjustment be made by providing to Helmsley well-supported justification of the need for the third installment payment.

3. Grant Management: Use of Grant Funds

Grantee agrees:

- (a) To use the Grant solely to support the specific activities described in the Grant Scope of Work. Grantee must provide Helmsley with timely written notice of any material changes proposed to be made in the scope or purpose of the Grant. All such proposed changes to the supported activities must be approved by Helmsley prior to implementation.
- (b) To use Grant funds only for allowable costs as detailed in the Final Budget attached hereto as Attachment B or otherwise approved by Helmsley, and to maintain standard accounting records of all expenditures.
- (c) To submit to Helmsley a written request and justification for any budget modification that involves any reallocation of spending with respect to any budget line item. Approval of such a request is at the sole discretion of Helmsley and must be received prior to implementation. All approved modifications will be reflected in a revised Final Budget which shall be attached hereto as Attachment B and shall replace the previously approved Final Budget.
- (d) To maintain a separate accounting of the Grant funds.

- (e) Not to assign this Grant, or subcontract the services funded by this Grant, except as currently specified in the Grant Scope of Work, without the express prior written consent of Helmsley.
- (f) Not to use any portion of this Grant for the purpose of (i) carrying on propaganda or otherwise attempting to influence legislation (within the meaning of Section 4945(d)(1) of the United States Internal Revenue Code (the "Code")); (ii) influencing the outcome of any specific public election, or carrying on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the Code); (iii) making a "taxable expenditure" described in Section 4945(d)(3) of the Code or (iv) without Helmsley's prior written approval, making a grant to any individual for travel, study or other similar purposes, or to any organization.
- (g) To repay to Helmsley any Grant funds not used for the purposes set forth in the Grant Scope of Work or otherwise approved by Helmsley, and to repay to Helmsley any Grant funds unexpended by the end of the Grant Period, such repayment to occur within thirty (30) days of the end of the Grant Period.
- (h) If Grantee wishes to use the unexpended funds remaining at the end of the Grant Period to continue work on the program, Grantee may request, no less than four weeks before the expiration of the Grant Period, a no-cost extension of the Grant Period to expend remaining funds to complete the purposes of the Grant. Approval of such a request is at the sole discretion of Helmsley.

4. Confidentiality

- (a) Grantee agrees, as part of any annual conferences and other meetings and teleconferences arranged by Helmsley to share with Helmsley and other recipients of grants from Helmsley confidential and proprietary information relating to Grantee's use of the Grant funds and to identify all such information prominently with an indication that it is "Confidential and Proprietary."
- (b) Helmsley agrees to protect the confidentiality of Grantee's Confidential and Proprietary information in the same manner that it protects its own confidential and proprietary information, and in any case, with no less than reasonable care, provided Helmsley may use such information to further the charitable, educational and scientific purposes of Helmsley.
- (c) Grantee agrees to protect the confidentiality of any confidential and proprietary information of Helmsley and of others, that Grantee receives during any annual conference and other meetings and conferences arranged by Helmsley in the same manner that Grantee protects its own confidential and proprietary information, and in any case, with no less than reasonable care, and not to use such information for any purpose other than to further the charitable, educational and scientific purposes of Helmsley.

- (d) The obligation of either party to protect any such confidential and proprietary information will not attach to any information that is, at the time of disclosure or thereafter becomes known, in the public domain through no action of such party; is independently developed by the recipient without reference to or use of the disclosed information; or that is provided in good faith by a third party owing no obligation of confidentiality regarding such information and on a non-confidential basis.
- (e) Grantee agrees to notify Helmsley as promptly as practicable in the event that Grantee is required by law or regulation to disclose any confidential or proprietary information of another party that Grantee receives at an annual conference or another meeting or teleconference arranged by Helmsley, and to cooperate reasonably with such other party at such other party's request and expense in seeking to avoid or limit any such required disclosure.
- (f) Helmsley agrees to notify Grantee as promptly as practicable in the event it is required or learns of a requirement by law or regulation to disclose any of Grantee's confidential or proprietary information disclosed at an annual conference or another meeting or teleconference arranged by Helmsley and to cooperate reasonably with Grantee at Grantee's request and expense in Grantee's seeking to avoid or limit any such required disclosure.

5. Compliance with Laws

Grantee agrees:

- (a) To ensure that all potential recipients and participants of Grantee's programs and services have access to programs and receive equitable 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.
- (b) To conduct all programs and activities funded by this Grant in full compliance with all applicable federal, state and local laws, regulations and ordinances including, without limitation, all laws and regulations relating to the privacy and confidentiality of patient health information including, without limitation, laws and regulations similar to the United State's Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Standards of Privacy of Individually Identifiable Health Information 45 C.F.R. parts 160 and 164 (the "HIPAA Privacy Regulations").
- (c) To verify all licenses, degrees or certifications that may be required to perform the grant activities, and to ensure that it maintains current and valid required licenses, permits and other authorizations required to perform the grant activities as may be appropriate.

- (d) To conform to all federal, state, local and if applicable foreign laws and regulations regarding patient safety research and practice, including review and approval by Institutional Review Boards for scientific and medical research involving humans and animals.
- (e) Not to use any portion of the Grant to engage in, support or promote violence, terrorist activity or related training of any kind. Grantee agrees to include this provision in all subcontracts/subawards issued under this Grant Agreement.
- (f) Not to use any funds received from Helmsley to proselytize directly or indirectly on behalf of any religious faith, doctrine or belief, or permit any such funds to be used in any manner that directly or indirectly advocates or espouses any religious faith, doctrine or belief.

6. Reporting

Grantee agrees:

- (a) To submit interim grant reports, if applicable, in accordance with Helmsley's specifications and include a financial report of cumulative expenses incurred through the end of the reporting period, in accordance with the schedule in (c) below. Such reports must demonstrate to the reasonable satisfaction of Helmsley that all amounts granted by Helmsley in the installment covered by the report were used for the purposes for which such funds were granted and that Grantee has made satisfactory progress with respect to the Grant.
- (b) To submit a final grant report no later than thirty (30) days after the end of the Grant Period, which should be to Helmsley's specifications and include a financial report of expenses incurred and Grant funds expended during the entire Grant Period. The final report should review the activities supported by the Grant and the successes and difficulties in achieving the purposes for which the funds were granted.
- (c) All reports are due on or before the following date(s):

Due Date	Report Type	Reporting Period
11/30/2019	Interim Report with Financials	11/01/2018 - 10/31/2019
11/30/2019	Interim Report with Financials	11/01/2019 - 10/31/2020
11/30/2021	Final and Financial Report	11/01/2020 - 10/31/2021

- (d) To respond to and comply with Helmsley's requests for updated budgets, additional reports and/or other information about the Grant at any time during the Grant Period.

7. Inspection of Records

Grantee agrees:

- (a) To keep a record of all expenditures relating to the Grant, with appropriate supporting documentation for at least four years following the year in which the Grant funds are fully expended or the termination of the Grant for any other reason.
- (b) To allow Helmsley at its discretion, or an independent third-party evaluator selected by Helmsley, to examine all expenditures under this Grant in accordance with standard auditing practice. Helmsley will provide advance notice of any audit, to help ensure that any audit is conducted at a mutually agreeable time so as not to disrupt Grantee's operations.

8. Acknowledgment, Publicity, Publications, and Communications with the Media

- (a) Grantee should confer with Helmsley's communications team regarding plans to announce a new grant, as well as forward-looking communications plans related to the grant's anticipated impact. Please refer to "Communicating Your Work: How to Partner with Helmsley's Communications Team" document for further information on collaborating with Helmsley's Communications team.
- (b) The text of all press releases, public announcements, statements, campaign reports or materials to be issued by Grantee, that mention the Grant or Helmsley or use Helmsley's name or logo, are subject to advance written approval by Helmsley and must be coordinated with the designated Program Director and Helmsley's Director of Communications. Grantee shall provide Helmsley with copies of any and all final press releases, public announcements, and/or publications related to the Grant. Grantee will have the right under this paragraph to list the grant in a publicly accessible database or related publications/reports which states Helmsley's name, the value of the grant, the Principal Investigator or Primary Grant Contact, the title, and the period of performance.
- (c) Grantee shall inform Helmsley about, and refer to Helmsley as appropriate, any media inquiries about Helmsley or the Grant. Neither the Grantee nor its representatives shall speak on behalf of Helmsley without prior explicit instructions or approvals.
- (d) Grantee shall provide Helmsley with the option, in Helmsley's sole discretion, to have any buildings, programs, chairs or fellowships created

by the Grant officially named after The Leona M. and Harry B. Helmsley Charitable Trust. The Grantee agrees that such name shall be the sole name of the building, program, fellowship or chair in perpetuity. No other names shall appear in written materials or electronic media issued by the Grantee or Helmsley with respect to such buildings, programs, chairs or fellowships.

- (e) Helmsley reserves the right, at any time and without providing any reason or explanation, to request, in writing, that Helmsley's name no longer be associated with a building, program, fellowship or chair funded by this Grant. The Grantee agrees that, within thirty (30) days of receiving such written request, the Grantee will remove or cause the removal of all references to Helmsley associated with such building, program, fellowship or chair.

9. Indemnification and Insurance

- (a) Grantee hereby agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Helmsley, its Trustees, officers, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees), directly or indirectly, wholly or partially arising from or in connection with any act or omission of Grantee its employees or agents, subcontractors or subgrantees, in obtaining or accepting the Grant from Helmsley, in expending or applying the proceeds of the Grant from Helmsley, or in carrying out the project or program to be funded or financed with Grant funds from Helmsley, except to the extent that such claims, liabilities, losses or expenses arise from or in connection with the gross negligence of Helmsley, its Trustees, employees or agents. Grantee agrees to include a substantially similar indemnification provision in all subgrants or subcontracts that are related to or in fulfillment of the purposes of the Grant.
- (b) Grantee agrees to implement and maintain throughout the Grant Period comprehensive general liability insurance in amounts sufficient to provide coverage for any claims for personal injury, wrongful death and property damage that may reasonably arise out of the activities being funded by the Grant, with limits of liability of at least \$2,000,000 combined for bodily injury and property damage, \$1,000,000 for automobile liability, and \$5,000,000 excess umbrella liability coverage. Such insurance shall be primary and non-contributory of any other valid and collectible insurance of Helmsley. Helmsley shall be an additional insured on all such insurance policies.

10. Affirmation of Accuracy

NGO Source has made a determination that Grantee is the equivalent of a public charity within the meaning of sections 501(c)(3) and 509(a)(1) of the Code. Grantee represents and warrants that the facts submitted to NGO Source on which NGO Source based its determination that Grantee is the equivalent of a public charity within the

meaning of sections 501(c)(3) and 509(a)(1) of the Code have not changed and the information contained therein reflects the Grantee's latest complete accounting year. The Grantee agrees to notify Helmsley immediately in writing of any changes to the information contained in the submissions to NGO Source.

11. Termination

The parties hereto agree that Dr. Graham Ogle's service as the Principal Investigator ("PI") for this Grant is critical to the success of the project being funded by the Grant. If for any reason Dr. Graham Ogle no longer serves as the PI, Helmsley may immediately terminate the Grant and such termination will be considered termination for cause or, alternatively, Helmsley may choose to work with Grantee to determine who shall become the PI for the Grant. Any PI other than Dr. Graham Ogle must be approved in advance in writing by Helmsley.

If Helmsley terminates this Agreement for cause, Grantee shall immediately repay the full amount of Grant funds that are unspent as of the date of the termination. In addition to the circumstances cited above, Helmsley shall have cause to terminate the Agreement if the purpose of the Grant has been fully completed; the Grantee becomes unable to carry out the purposes of the Grant; the Grantee uses the Grant funds for a purpose other than those set forth in this Agreement, unless Helmsley has consented in writing to such modification; the Grantee acts in a way that reflects poorly on Helmsley as reasonably determined by Helmsley, or the Grantee is in breach of any term of the Agreement. For the avoidance of doubt, the Grantee shall be in breach if Grantee fails to report in reasonable detail in each report submitted to Helmsley pursuant to Section 7 above, any significant, previously unreported Intellectual Property discovered, authored or otherwise generated through the use of the Grant funds, as required by Section 4(c) of this Agreement. Helmsley reserves the right to require immediate reimbursement of any Grant funds used for purposes other than those for which the Grant was made or to which Helmsley has consented.

12. Other Terms and Conditions

- (a) Helmsley hereby reserves the right to enforce the terms of this Agreement through arbitration. Such arbitration shall be in accordance with the rules of the American Arbitration Association then in force and effect. In such case, the award rendered by the arbitrator shall be final and binding on the parties hereto and no dispute under the Agreement will be the subject of any court action or litigation in the court system except disputes relating to injunctions or other equitable relief.
- (b) The Grantee may not assign or otherwise transfer any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Helmsley.
- (c) This Agreement constitutes the entire understanding between Helmsley and Grantee with respect to the Grant and supersedes any prior oral or written understandings or agreements. This Agreement will be construed

and enforced in accordance with the laws of the State of New York, without regard to New York's choice of law provisions. This Agreement may be modified only by a written instrument duly executed by both the Grantee and Helmsley.

- (d) The provisions of Sections 4, 7, 8, 9, and 12 shall survive termination or expiration of this Agreement indefinitely.
- (e) The Grantee represents and warrants that it has full power and authority to execute and deliver this Agreement, and its representative signing below has full power and authority to execute this Agreement on its behalf and bind it to all the terms and conditions.

Please acknowledge acceptance of the terms of this Agreement by signing and returning this letter to Helmsley.

If you have questions regarding the conditions set forth in this Agreement, please contact Laurel Koester, Program Officer, at Helmsley. She is available to answer any questions you may have about grant and reporting requirements throughout the Grant Period, and can be reached at (212) 679-3600 or lkoester@helmsleytrust.org.

We are proud to be working with you, wish you great success with your supported activities and look forward to learning more about your progress.

Sincerely,


David Panzire
Trustee

Agreed and Accepted by the following individual, certified to be a duly authorized individual with authority to bind and commit Diabetes NSW:

Authorized Signature

Date

Print Name & Title

cc: Dr. Graham Ogle, General Manager, IDF Life for a Child Program

Diabetes NSW

Grant Reference Number: 2019PG-T1D023

Attachment A

Grant Scope of Work

Grant Scope of Work

Date: **October 24, 2028**
Organization Legal Name: **Diabetes NSW**
Tax Status: **Equivalency Determination**
City, State: **Sydney, Australia**
Title of Project: **Strengthening the Capacity of Diabetes New South Wales to Expand the Evidence Base on Diabetes in LMICs While Improving Quality of Care**
Recommended Amount: **\$1,763,119**
Grant Duration: **36 months**
Grant Period: **11/01/2018 - 10/31/2021**

PROPOSAL SUMMARY

- Goal: To sustainably expand an acceptable level of diabetes care to more children and youth with type 1 diabetes (T1D) in low- and middle-income countries (LMICs).
- Strategy: To enhance the capacity of the Diabetes New South Wales (DNSW) to develop and to disseminate evidence on T1D disease burden, health outcomes, and health system capacity in LMICs and to leverage this information to engage stakeholders in dialogue about increasing provision of T1D care.
- Outcome: To strengthen DNSW's capability to provide essential T1D care in the short-term, while producing critical research on T1D health outcomes and economics and disseminating the findings among partners who can expand provision of diabetes care in the long term.
- Recommendation: DNSW has facilitated the provision of life-saving healthcare to children and youth with T1D, innovative research on T1D in LMICs, and a global network of diabetes centers providing health education and non-legislative advocacy. To sustainably expand access to diabetes care in LMICs, it is critical to leverage these outcomes to enhance DNSW's capacity more sustainable while enhancing synergies with other global diabetes actors.

Grant Project

The Helmsley T1D Program recommends making a grant to DNSW that would focus on strengthening health systems and engaging Ministries of Health to provide more sustainable diabetes care in LMICs. DNSW seeks support over 36 months to achieve the following aims:

1. Enhance collection and use of data to improve clinical outcomes: funding will enable more country partners to join an international diabetes database to expand use of standardized diabetes indicators to assess outcomes across partner sites. DNSW will use these data to inform research and identify strategies to improve clinical care.

- 2. Deepen knowledge of prevalence and epidemiologic profile of diabetes in children and young adults in LMICs:** Improved prevalence estimates are needed to inform more focused advocacy work and training for healthcare providers in countries where DNSW works. DNSW will also continue epidemiological studies to understand atypical types of diabetes to help optimize care and treatment.
- 3. Develop greater understanding of issues surrounding availability and affordability of diabetes care:** To inform clinical care and advocacy work, DNSW will continue research on T1D care in LMICs, including topics such as barriers to blood glucose monitoring materials, feasibility of task shifting among healthcare providers, and universal health coverage.
- 4. Enhance engagement of local stakeholders with governments and other stakeholders to increase provision of T1D care:** DNSW will support local stakeholders to disseminate findings on health economics and clinical outcomes (described above) with Ministries of Health and nongovernmental organizations to encourage countries to adopt the responsibility of providing essential T1D care.
- 5. Work towards broader provision of Acceptable Care:** While continuing to provide diabetes supplies to LMICs, DNSW will provide clinical educational materials and mentoring to equip more healthcare providers with the skills and resources to provide essential diabetes care.
- 6. Strengthen infrastructure and staffing:** DNSW will hire a Research and Data Officer who will enhance the organization's data collection, analysis and research capabilities. To become more sustainable, additional staff will also be brought on to manage fundraising, marketing/communication, and finance activities, which will enable senior staff to spend more time on big-picture development strategies.

Anticipated outcomes at the end of the grant include: enrollment of additional countries into existing database system; research on the disease burden of T1D, clinical outcomes, and the accessibility of diabetes supplies; the development and implementation of a communications plan to share research findings with stakeholders; and enhanced organizational fundraising capacity. Project progress will be tracked through milestones, which are tied to payments. Milestones are as follows:

Milestone	Contingent Payment
Signed Grant Agreement Letter	Payment 1
Hiring of Research and Data Officer and Fundraising and Marketing Assistant Transition of all MOUs to DNSW	Payment 2
Identification of program name Finalization of communications strategy	Payment 3

Since 2001, DNSW has worked alongside the International Diabetes Federation (IDF) in expanding diabetes care in LMICs. Since 2011, Helmsley has supported activities conducted by DNSW to provide diabetes care, including insulin, to children and youth in LMICs while also implementing clinical research and spearheading advocacy to improve diabetes care. In each country, DNSW has facilitated relationships with a local diabetes center. Helmsley's support has enabled the expansion of diabetes care to over 18,500 children and youth across 41 countries. Helmsley's support has also enabled DNSW to implement a research agenda and health systems strengthening work to further embed diabetes care into existing healthcare services. As more global health donors consider financing diabetes care, there is minimal interest in supply donation and a greater appetite in enabling Ministries of Health to provide comprehensive healthcare. DNSW is positioned to leverage its research and relationships to contribute to this dialogue about providing diabetes care in the long term but continues to play a unique and critical role in the short-term provision of life-saving T1D services.

Diabetes NSW

Grant Reference Number: 2019PG-T1D023

Attachment B

Final Budget

October 24, 2018

	Grant Period 1 (11/01/18 - 10/31/19)	Grant Period 2 (11/01/19 - 10/31/20)	Grant Period 3 (11/01/20 - 10/31/21)	
SUMMARY BUDGET FOR GRANT PERIOD	Original Budget	Original Budget	Original Budget	TOTAL Budget
PERSONNEL	\$ 356,553	\$ 367,250	\$ 378,267	\$ 1,102,069
TRAVEL	\$ 32,000	\$ 32,000	\$ 32,000	\$ 96,000
SUPPLIES/MATERIALS	\$ 5,000	\$ 3,000	\$ 3,000	\$ 11,000
TRAINING/MEETINGS	\$ 16,000	\$ 16,000	\$ 16,000	\$ 48,000
OTHER EXPENSES	\$ 155,000	\$ 178,050	\$ 173,000	\$ 506,050
SUBTOTAL DIRECT COSTS	\$ 564,553	\$ 596,300	\$ 602,267	\$ 1,763,119
INDIRECT ON DIRECT COSTS	\$ -	\$ -	\$ -	\$ -
EQUIPMENT	\$ -	\$ -	\$ -	\$ -
SUBCONTRACT	\$ -	\$ -	\$ -	\$ -
INDIRECT COSTS				
(Indirect cost for Equipment & Subcontractor, if applicable)	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 564,553	\$ 596,300	\$ 602,267	\$ 1,763,119