

# Invitation to Tender

---

Residential rehabilitation services for gambling disorder with complex and co-morbid presentation.



## Contents

1.Introduction .....	2
The ‘National Gambling Treatment Service’ .....	2
Rationale for Procurement .....	3
2.Aims of the service .....	5
Key principle of the new provision .....	5
3.Characteristics of the service model .....	5
Outline pathway .....	6
4.Budget & Volume .....	7
5.Instructions to Bidders .....	7
Response Format .....	7
Bidder Presentations.....	8
Submission of Response .....	8
Clarification .....	8
6.Competition Selection Process and Bidders Questions .....	10
Bidder Selection Criteria .....	10
Form of Response .....	10
The scoring methodology .....	10
Pass or Fail .....	11
Summary of Evaluation Scoring .....	11
Scored Questions for Bidder Response.....	12
Appendix 1: Standard Terms .....	<b>Error! Bookmark not defined.</b>

## 1. Introduction

### **About GambleAware:**

GambleAware is the leading commissioner of prevention and treatment services for gambling harms in Great Britain. It is an independent charity guided by a Board of trustees, the majority of whom work in the health sector.

In April 2021 GambleAware published a new five-year strategy which defined the charity's vision of **a society where people are safe from gambling harms**. This vision is based on a whole-system approach, which acknowledges the many other organisations, networks and individuals, including those who have lived experience of gambling harms, that already play a key role across the system, or have the potential to do so in the future.

To get to where GambleAware expects to be in five years, the charity must focus on delivering four commissioning objectives to be effective at helping to prevent gambling harms:

- Increase awareness and understanding of gambling harms.
- Increase access to services and reduce gambling harm inequalities.
- Build capacity amongst healthcare professionals, social prescribers, debt advisers, faith leaders, community services and others so they are better equipped to respond to gambling harms.
- Deliver effective leadership of the commissioning landscape to improve the coherence, accessibility, diversity, and effectiveness of the National Gambling Treatment Service.

GambleAware is able to develop this five-year organisational strategy due to new funding certainty following the commitment of the four largest gambling operators in Great Britain to provide £100 million to the charity until 2024. Despite this support, GambleAware continues to support a mandatory levy to ensure continued funding certainty for the future.

### **The 'National Gambling Treatment Service'**

The National Gambling Treatment Service (NGTS) is a network of organisations working together to provide confidential treatment and support for anyone experiencing gambling-related harms, free at the point of delivery. It is jointly commissioned by NHSE and GambleAware, and includes NHS, third sector and private sector providers delivering services across England, Scotland and Wales.

Wherever someone makes contact throughout this network these providers work alongside each other through referral pathways to deliver the most appropriate package of care for individuals experiencing difficulties with gambling, and for those who are impacted by someone else's gambling.

***GamCare and its partner network offers:***

- Online treatment supported by regular contact with a therapist, which can be accessed at a time and place convenient for the client over the course of eight weeks.
- One-to-one face-to-face, online and telephone therapeutic support and treatment for people with gambling problems as well as family and friends who are impacted by gambling.
- Group based Gambling Recovery Courses delivered face-to-face or online for between six to eight weeks.

***Gordon Moody offers:***

- Residential Treatment Centres – two unique specialist centres, providing an intensive residential treatment programme for men with a gambling addiction over a period of 14 weeks.
- Recovery Housing – specialist relapse prevention housing for those who have completed the treatment programmes requiring additional recovery support.
- Retreat & Counselling Programme – retreat programmes for women-only-cohorts and men-only cohorts which combine short residential stays with at-home counselling support.

***Central and North West London NHS Foundation Trust (London Problem Gambling Clinic) and Leeds & York Partnership NHS Foundation Trust (Northern Gambling Service) offer:***

- Treatment for gambling problems especially for people with more severe addictions and also for those with co-morbid mental and physical health conditions, those with impaired social functioning, and those who may present with more risk, such as risk of suicide.

The NGTS provides care for over 11,000 individuals each year, with over 40,000 people contacting the National Gambling Helpline for advice, support and signposting to specialist intervention.

## **Rationale for procurement**

### *Gaps in current provision*

GambleAware's Annual Statistics<sup>1</sup> and the 2020 Treatment Needs and Gap Analysis Synthesis Report<sup>2</sup> tell us that most gamblers in treatment are male, between 25-34 years and in employment, and that those who are less likely to access treatment and are underrepresented in treatment services include:

- people from ethnic minority communities<sup>3</sup>
- women<sup>4</sup>
- younger people

---

<sup>1</sup> [https://www.begambleaware.org/sites/default/files/2020-12/annual-stats-2019-20\\_0.pdf](https://www.begambleaware.org/sites/default/files/2020-12/annual-stats-2019-20_0.pdf)

<sup>2</sup> <https://www.begambleaware.org/sites/default/files/2020-12/treatment-needs-and-gap-analysis-in-great-britain-a-synthesis-of-findings1.pdf>

<sup>3</sup> <https://www.begambleaware.org/sites/default/files/2020-12/2020-12-09-gambling-among-adults-from-black-asian-and-minority-ethnic-communities-report.pdf>

<sup>4</sup> <https://www.begambleaware.org/sites/default/files/2020-12/women-in-focus-report.pdf>

The 2020 Treatment Needs and Gap Analysis Synthesis Report<sup>5</sup> summarises the gaps in provision and recommends:

*“Targeted support for groups that are less likely to access treatment and support services (or complete treatment). A number of groups including women, younger people, people from BAME communities and lower socioeconomic backgrounds as well as affected others are in need of targeted treatment and support. Such treatment and support could take the form of culturally adapted interventions aimed at ethnic minorities or services targeting young people and women who are also underrepresented within treatment services.”*

A secondary analysis of the 2020 Treatment and Support data<sup>6</sup> further identified that gamblers from BAME communities have a higher demand for treatment, advice and support in comparison to their white counterparts.

Treatment outcomes for clients accessing the NGTS are good<sup>7</sup>. However, there is a trend of increasing complexity of presentation in those seeking treatment, and there are gaps in the provision of residential care to address co-occurring health needs, including mental health problems and complexities. In particular the co-occurrence of alcohol use disorder<sup>8</sup> and correlations with substance abuse<sup>9</sup> is becoming increasingly evident, and there is a need to procure services which fill the gaps in provision to meet this as-yet unmet need. This is further supported by [‘Annual GB Treatment and Support Survey’](#) which was published in March 2021 which highlights key priorities for the development of the NGTS.

This Invitation to Tender seeks bids to provide a service over an initial three year funding period, which would extend the NGTS provision of residential rehabilitation for gambling disorder with complex and co-morbid presentation.

---

<sup>5</sup> <https://www.begambleaware.org/sites/default/files/2020-12/treatment-needs-and-gap-analysis-in-great-britain-a-synthesis-of-findings1.pdf>

<sup>6</sup> <https://www.begambleaware.org/sites/default/files/2020-12/2020-12-09-gambling-among-adults-from-black-asian-and-minority-ethnic-communities-report.pdf>

<sup>7</sup> [https://www.begambleaware.org/sites/default/files/2020-12/annual-stats-2019-20\\_0.pdf](https://www.begambleaware.org/sites/default/files/2020-12/annual-stats-2019-20_0.pdf)

<sup>8</sup> Alcohol Change UK (2019), On a losing streak: when drinking and gambling collide.

<https://alcoholchange.org.uk/blog/2019/on-a-losing-streak-when-drinking-and-gambling-collide>

<sup>9</sup> <http://www.sciencedaily.com/releases/2013/09/130904105353.htm>

## 2. Aims of the service

To provide residential rehabilitation for adults presenting with gambling disorder and complexities, specifically co-morbid alcohol and/or substance use disorder.

### Key principle of the new provision

A demonstrable competency in the treatment of gambling disorder as the primary diagnosis; as well as the clinical management of co-occurring health needs, including mental health conditions and substance misuse.

## 3. Characteristics of the service model

GambleAware convened and engaged the provider market during 2020 to explore the potential characteristics of good provision of residential rehabilitation services for gambling disorder with complex and co-morbid presentation. Listed below are the features which the market engagement work identified could be included in any proposed model:

1. Residential treatment that offers bespoke treatment packages that cater for varying periods of stay according to individual need.
2. A model which assists people in achieving their potential for physical, cognitive, social and psychological function.
3. A range of intervention approaches that should include but need not be limited to:
  - Individual and group-based interventions to support appropriate social interaction, communication, life and work skills.
  - A community-based component with good access to local pathways to ensure a holistic approach that includes occupational/mental health support networks.
  - The treatment model must incorporate a bridge between treatment and recovery in the community that facilitate relapse prevention and ongoing support.
  - The treatment model to incorporate a family/affected others component
  - Fully incorporates close collaboration with existing NGTS providers and networks, and operates as a provider of the NGTS, to ensure a seamless user journey.
4. Elements of twelve step and/or fellowship models, peer to peer models, CBT, Motivational Interviewing, psychosocial interventions, holistic recovery/ lifestyle coping strategies that facilitate effective recovery capital.
5. A commitment to equality, ensuring the service is accessible to all regardless of their protected characteristics.
6. The views of people with lived experience of gambling disorder should be integral to the design and delivery of the service.

## Outline pathway

We expect bidders to work with existing NGTS providers, especially but not only with NHS and residential providers, to establish care pathways. Feedback from the engagement with the provider market in 2020 established that the service provision should include each of the key stages outlined in Diagram 1. The proposal should reflect these key stages of the model of care, and should also demonstrate where this model of care sits within the broader NGTS care pathway:

**Diagram 1: Key stages of the service user journey**



### 1. Referral and Assessment

Whilst bidders designing their model should be aware of the no-wrong-door principle that currently applies across the NGTS, it is expected that a triage / assessment process will be included within proposed models demonstrating to GambleAware how assessment and admissions criteria are met.

### 2. Care Planning

To include a description of the procedures for developing and agreeing a tailored approach to treatment for individual service users, and for goal-setting.

### 3. Package of Treatment

Bidders should describe treatment options being offered in their tender.

### 4. Transition to Aftercare

To describe the model of continued recovery after discharge, to include working within the established NGTS.

### 5. Follow up and Staying in Touch

To describe direct or indirect provision for continued support for an individual's recovery post-Residential treatment.

## **Monitoring and reporting**

GambleAware requires all providers of the NGTS to comply with the Data Reporting Framework (DRF) which will be collected as part of the monitoring and evaluation of the project. All NGTS providers submit anonymised DRF data on a quarterly basis etc.

The service will be evaluated in terms of impact, and an independent evaluation will be set up from the outset of the project so that the appropriate evaluation framework, data collection and client contact permissions are in place.

## **4. Budget & Volume**

This service is being commissioned as a pilot project, filling an identified gap in provision and exploring potential uptake. There is little information with which to estimate the likely volume of activity for the services described in this ITT, however based on approximations from current NGTS providers, we estimate an unmet need of up to 100 people per year. It is forecast that this will be an incremental increase over the contract period and therefore the demand each year will not be linear but rising to these expected levels during the three-year funding period.

The budget available for this service is up to £300,000 per annum. The overall amount of funding available per annum will directly depend upon the number of service users successfully assessed and mobilised through the treatment model. It is expected that an annual review throughout the period of funding will help determine this amount, set at £1m over the three years.

### **Awareness raising**

Awareness of both gambling disorder and the availability of gambling specific treatment is low amongst health and social care providers. There will be an expectation that the successful bidder will work with GambleAware and the NGTS to jointly agree an engagement strategy, and establish and embed pathways to ensure that individuals and referrers are aware that the service is available. It is likely that this engagement work will influence the volume of service users reached.

## **5. Instructions to Bidders**

### **Response Format**

We ask that bidders adhere to the word count we have indicated within the question set, and to the order in which the information is requested. Please complete all sections and send the completed ITT response back to GambleAware as one submission in an electronic format.

## Bidder Presentations

Following submission of the ITT selected bidders *may* be asked to make a presentation to GambleAware and answer questions on their response which may result in an amending of the scoring at that point before declaring a preferred bidder.

## Submission of Response

We ask all bidders to **submit their Expression of Interest** indicating their intention to respond along with the **Acceptance of Standard Terms** – terms attached in the Appendix. Please reply by email to [Commissioning@gambleaware.org](mailto:Commissioning@gambleaware.org) to arrive by 5pm **25th June 2021**.

Please title your e-mail response for this competition: **RESIDENTIAL REHABILITATION SERVICES FOR GAMBLING DISORDER WITH COMPLEX AND CO-MORBID PRESENTATION**. Please note that in order to allow for equal treatment of all bidders, late responses cannot be accepted.

## Clarification

We encourage clarification questions which are permitted up to **midday on 2<sup>nd</sup> July 2021** – all clarification questions to be submitted to [Commissioning@gambleaware.org](mailto:Commissioning@gambleaware.org). Any clarification or extra information supplied by GambleAware to individual bidders will also be distributed to other bidders who have submitted an Expression of Interest by **6<sup>th</sup> July 2021**.

The ITT responses will be used as a basis for selecting a shortlist or progressing to final selection and award.

## Timeline for this Competition

Bids must be submitted by midday on **16<sup>th</sup> July 2021**. Late submissions will not be accepted.

Action	Date
ITT Issued to bidders	5 <sup>th</sup> June 2021
Bidders event	11.30 -1pm 18 <sup>th</sup> June 21
Bidders submit Expression of Interest	5pm 25 <sup>th</sup> June 2021
Clarification questions	Midday 2 <sup>nd</sup> July 2021
Bidders submit ITT responses by	Midday 16 <sup>th</sup> July 2021
Formal bidder evaluation completes by	30 <sup>th</sup> July 2021
Preliminary presentation dates for shortlisted bidders	6 <sup>th</sup> August 2021
Formal award and contract finalisation	20 <sup>th</sup> August 2021

**Acceptance of Standard Terms (see Appendix 1)**

**Your Details**

Organisation Name	
Contact Name	
Position	
Address	
Telephone Number	
E-mail address	

**Acceptance of terms**

Please sign below in acknowledgement that:

“We acknowledge receipt of all documents listed in this ITT and submit a tender as requested. We accept that bidding and submitting a tender constitutes an acceptance of GambleAware fixed standard terms and conditions which are attached to this document.”

Signed	
Print	
Position	
Organisation	
Date	

## 6. Competition Selection Process and Bidders Questions

### Bidder Selection Criteria

The winning bidder will be selected on the basis of the response, which is considered to provide the most practical, effective, quality response, and is in accordance with the scoring and criteria set out in this Invitation to Tender.

### Form of Response

Bidders must submit a response containing answers to the questions set out in the Bidders questions section.

### The scoring methodology

Each question has been allocated a weighting (importance) 1-4; this weighting will be multiplied by a 1-5 score. By way of example, a question allocated the maximum weighting of 4 and that has been answered comprehensively, scoring a maximum score of 5, will have scored a total of  $4 \times 5 = 20$  for that particular question. The table below sets out how scores will be interpreted.

Excellent	<b>5</b>	A comprehensive answer to an Excellent standard with no reservations about acceptability – contains innovation
Good	<b>4</b>	A very good standard with no reservations about acceptability answers the question well
Acceptable +	<b>3</b>	An Acceptable standard with minor reservations about acceptability.
Acceptable -	<b>2</b>	Acceptable standards with reservations that require review.
Serious Reservations	<b>1</b>	Adequate answer / meets minimum requirements - but serious reservations.
Unacceptable	<b>0</b>	Does not answer the question posed: Fails to meet the minimum requirements.

## Pass or Fail

For this section all answers must be in the affirmative to proceed with your bid. Any **NO** answer will result in exclusion from the competition.

	YES/NO
<b>Please confirm you as lead bidder hold a CQC accreditation</b>	
<b>Please confirm that as lead bidder you have provided services similar to that featured in this ITT over the last 3 years including gambling specific provision</b>	
<b>Please confirm that you have or will have access to specific gambling disorder expertise available to deliver this requirement</b>	
<b>Please confirm that you are prepared to supply three references from service users that have stayed at your facility at least one of which must have had a gambling component within their presentation – please note these will be taken up at the shortlisting stage</b>	

## Summary of Evaluation Scoring

Bidders to note: Quality of this important service is uppermost in our mind and that is reflected in the number of questions that surround quality versus the one question on cost. The cost question is however still an essential part of the overall scoring and makes up to circa 16 percent of the overall score. As such the overall cost submitted will be viewed within the context of the overall proposal and scores allocated accordingly.

		Percentage of total score available
<b>Q1</b>	Pathway summary /overall model	Quality 12%
<b>Q2</b>	Package of treatment / case study	Quality 16%
<b>Q3</b>	Case study/signposting	Quality 12%
<b>Q4</b>	Families and aftercare	Quality 12%
<b>Q5</b>	Acute aspect /Suicide	Quality 16%
<b>Q6</b>	Whole proposal key characteristics	Quality 16%
<b>Q7</b>	Overall cost model	Cost 16%

## Scored Questions for Bidder Response

### Question 1

Weighting 3

Word Limit: 500 words

Please set out a summary of the key features of your model incorporating the elements as set out in diagram 1 in this ITT. Please describe in summary form your approach to each part of the process (diagrams are allowed and words within the diagram will not be counted in the word count) as well as describing the roles and key personnel that would deliver each component of the model.

**Maximum score possible for this question is 15**

### Question 2

Weighting 4

Word limit: 1000 words

Please use the following example to set out your overall model and approach to a package of treatment that would form the core of a residential 28-day stay, following a bespoke care plan. Please note that the request for description of a 28-day stay is to ensure consistency in bidders responses, not an expectation of the proposed delivery model.

The package of treatment described should be based on the following example:

*X has approached you following a number of unsuccessful sessions with a counsellor. Their gambling has been out of control for some time now and increasingly their efforts to stop are becoming less and less successful – recently they have have been forced to leave their accommodation due to significant rent arrears. X is currently staying with their sister and her husband; although the relationship with them is precarious, due to the consistent lies about gambling and drinking (which is also escalating). The family is also unaware that X has begun to take opiates.*

**Maximum score possible for this question is 20**

### Question 3

Weighting 3

Word limit: 1000 words

Please provide an anonymised case study of an actual current or former service user from your facility that charts the journey to recovery that they undertook, and describe how your tailored approach to the treatment provision helped their recovery. Please ensure that the case study also covers the signposting and support to other services towards the end of the residential treatment period.

**Maximum score possible for this question is 15**

**Question 4**

*Weighting 3*

*Word limit: 1000 words*

Please describe your approach to the following two specific aspects of the treatment model:

1. Families within the treatment provision: when do they become a part of the treatment, what part do they play, and what are the essential things to remember when engaging with the family, to support the individual's recovery. Does the family itself need specific support addressed to them?
2. The approach to aftercare: how would it work in your model and what are the critical aspects deployed and available to this element – often once the client has left your facility.

**Maximum score possible for this question is 15**

**Question 5**

*Weighting 4*

*Word limit: 750 words*

Please detail your approach to safeguarding, including those for whom gambling disorder may pose a risk to life. In particular, we want to see how you plan to assess and manage risk, and the range of tools and techniques that you have to support those clients presenting in crisis.

**The maximum score possible for this question is 20**

**Question 6**

*Weighting 4*

*Word limit: 1000 words*

**Overview of proposal**

Bidders must set out a description of their proposed service model from assessment to discharge and beyond. The proposal must include (but not be limited to) all of the key aspects set out in the outline pathway (see Diagram 1) as well as costs, staffing, and intended outcomes. The proposal will be assessed against the incorporation of the key characteristics in the context of the outline pathway.

**Maximum score possible for this question is 20**

**Question 7***Weighting 4*

Please set out in the table below your proposed costs for treatment, specifically for this service.

For illustrative/competition purposes only, please set out a full cost for a 28-day treatment package based on 100 service users per annum. Based on the example set out in question 2.

**Maximum score possible for this question is 20**

Staff costs (all staff clinical and non-clinical)
£
£
£
£
Non-Staff Costs (incl. all overheads)
£
£
£
£
Total costs (incl. VAT if applicable)

### Appendix 1: Standard Terms

Note to bidders: The standard terms and conditions attached are a generic set that will largely remain the same for this contract (GambleAware do not negotiate its standard terms). There will however be specific aspects that will relate to the arrangements between GambleAware and the winning bidder and these will be discussed, and agreed or negotiated between both parties prior to inclusion in the contract document.

## APPENDIX 1 – STANDARD TERMS AND CONDITIONS.

### BACKGROUND

- (A) The Funder has agreed to pay the Grant to the Recipient to carry out the Project.
- (B) This Agreement sets out the terms and conditions on which the Grant is made by the Funder to the Recipient.
- (C) These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.

### AGREED TERMS

#### 1. DEFINITIONS

- 1.1 In this Agreement the following terms shall have the following meanings:

**“Agreement”**: means this agreement which consists of Part 1 (Grant Bespoke Terms), this Part 2 (Standard Terms and Conditions) and the selected Schedules.

**“Bribery Act”**: the Bribery Act 2010 and any subordinate legislation made under the Bribery Act from time to time together with any guidance or codes of practice issued by a relevant government department.

**“Budget”**: the budget for the Project as set out in the Programme of Work.

**“Commencement Date”**: the date on which the Project commences as set out in Part 1 (Grant Bespoke Terms).

**“Confidential Information”**: means any and all information, data and material of any nature in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) however conveyed or presented belonging to a party, which the other party may receive or obtain in connection with this Agreement, and all other information of a confidential nature (including, without limitation, a party’s Intellectual Property Rights, Know-How, non-public information relating to the business, financial or other affairs of a party, its operations, processes, plans or intention, trade secrets, market opportunities, business affairs and information of commercial value), information specifically designated as confidential, the fact that discussions and negotiations are taking place concerning the Project and the status of those discussions and negotiations, any information supplied by any third party in relation to which a duty of confidentiality is owed or arises, and any other information which should otherwise be reasonably regarded as possessing a quality of confidence, which may become known to the other party.

**“Confidentiality Period”**: the period commencing from the date of this Agreement until the end of:

- (i) in relation to the Outcomes Summary, the Outcomes Summary Review Period and any delayed publication period where a Protection Notice has been issued in accordance with clause 8; and

- (ii) **in relation to the Report and/ or Results, the Report Summary Review Period and any delayed publication period where a Protection Notice has been issued in accordance with Part 4 of Schedule 1 (Research & Report Principles).**

**“Data Protection Law”**: means: (i) the Data Protection Act 2018 and the implementation into UK law of the General Data Protection Regulation (EU) 2016/679 adopted by the European Parliament on 14 April 2016; (ii) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended); and (iii) all other applicable laws and regulations relating to the processing of personal data (as defined in the Data Protection Law) and privacy, including statutory instruments.

**“EDI Laws”**: means the Equality Act 2010, any statutory code issued under it (and any supplements to it) and associated guidance published by the Equality and Human Rights Commission and all other applicable UK legislation (including, but not limited to, the Human Rights Act 1998), statutory instruments and regulations in relation to equality, diversity and inclusion (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise) and any similar or equivalent legislation in any other relevant jurisdiction;

**“End Date”**: the date on which the Grant Period ends as specified in Part 1 (Grant Bespoke Terms);

**“Governing Body”**: the governing body of the Recipient.

**“Grant”**: the sum set out as the Grant amount in Part 1 (Grant Bespoke Terms) which shall be inclusive of any and all applicable taxes, if relevant.

**“Grant Period”**: the period for which the Grant is awarded starting on the Commencement Date and ending on the End Date as set out in Part 1 (Grant Bespoke Terms).

**“Intellectual Property Rights”**: all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How and any other intellectual rights however arising for their full term and any renewals and extensions.

**“Know-How”**: information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

**“Outcomes Summary”**: has the meaning set out in clause 3.3.

**“Outcomes Summary Delivery Date”**: the date on which the Outcomes Summary is delivered to the Funder.

**“Outcomes Summary Review Period”**: has the meaning set out in clause 8.1.

**“Payment Plan”**: means the payment plan set out in the Appendix of Part 1 (Grant Bespoke Terms).

**“Permitted Party”**: means [those persons specified in Part 1 (Grant Bespoke Terms) and] such other persons to whom the Funder has agreed in writing that the Recipient may disclose the Outcomes Summary and/ or the Results.

**“Policies”**: means those policies of GambleAware referred to at clause 4.7.2 and referred to in Part 1 (Grant Bespoke Terms) in each case as provided to the Recipient and as amended from time to time.

**“Prohibited Act”**: means:

- (b) committing any offence:
  - (i) under the Bribery Act;
  - (ii) under legislation creating offences in respect of fraudulent acts;
  - (iii) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Funder; and/or
- (c) defrauding or attempting to defraud or conspiring to defraud the Funder.

**“Programme of Work”**: means the programme of work in relation to the Project set out in the Appendix to Part 1 (Grant Bespoke Terms).

**“Project”**: means the project as described in Part 1 (Grant Bespoke Terms).

**“Project Timetable”**: the proposed project timetable set out in Part 1 (Grant Bespoke Terms) or any other project timetable which may be agreed by the parties in writing from time to time.

**“Protection Notice”**: has the meaning set out, respectively, in each of clause 8.3 and Part 4 of Schedule 1 (Research & Report Principles).

**“Related Persons”**: any employees, agents, consultants, consultants, or any other person engaged or employed by the Recipient, and where the Recipient is an academic or teaching institute, the term Related Persons shall include all staff, faculty members, visiting lecturers, research associates and students.

**“Report”**: has the meaning set out in Schedule 1 (Research & Report Principles).

**“Report Delivery Date”**: the date on which the Report is delivered to the Funder.

**“Report Review Period”**: has the meaning set out in Part 5 of Schedule 1 (Research & Report Principles).

**“Results”**: the results and/or any data or information arising from the Project as further detailed at Schedule 1 (Research & Report Principles).

- 1.2 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.3 Reference to any statute or order or regulation made thereunder include that statute, order or regulation as amended, modified, re-enacted or replaced from time to time.

1.4 Any words following the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.5 This Agreement shall be binding on, and enure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

## 2. **PURPOSE OF GRANT**

2.1 The Recipient shall use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of the Funder.

2.2 The parties agree that the Project shall be carried out in accordance with the Project Timetable.

2.3 If there are any inconsistencies between the terms contained in the Programme of Work and this Agreement the terms of this Agreement shall prevail.

2.4 The Recipient shall not make any changes to the Project without the Funder's prior written consent.

2.5 Unless the Funder provides its written consent, the Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project, including any related administration costs.

## 3. **PAYMENT OF GRANT**

3.1 Subject to clause 11.1, the Funder shall pay the Grant to the Recipient in accordance with the Payment Plan set out in the Appendix at Part 1 (Grant Bespoke Terms), subject to the necessary funds being available when payment falls due. The Recipient agrees and accepts that payments of the Grant can only be made to the extent that the Funder has available funds.

3.2 No Grant shall be paid unless and until the Funder is satisfied that such payment will be used for proper expenditure in the delivery of the Project.

3.3 Prior to payment of the final payment of the Grant, the Recipient shall provide the Funder with a copy of the final report of the outcome of the Project ("**Outcomes Summary**"). [The Outcomes Summary shall be reviewed by:

3.3.1 the Funder;

3.3.2 [the Responsible Gambling Strategy Board]; and

3.3.3 the Funder shall procure a peer review of the Outcomes Summary,

to ensure that the Outcomes Summary satisfies such quality standards, skill, diligence and best practice expected in the Recipient's field of work. For the avoidance of doubt, neither the review by the Funder, the Responsible Gambling Strategy Board nor the peer review shall involve editorial control of the Outcomes Summary but shall be limited to the quality of the report, including ensuring that the Outcomes Summary satisfies evidentiary scrutiny and delivers on the purposes for which the Grant was awarded].

3.4 The Funder shall pay the Recipient the final payment of the Grant subject to:

3.4.1 the Funder receiving confirmation from the Recipient to its reasonable satisfaction that the Project has been successfully and properly completed;

3.4.2 the Outcomes Summary being reviewed in accordance with clause 3.3 and the Funder being satisfied that the Outcomes Summary has been revised, where necessary and appropriate, to take account of the outcome of the review;

3.4.3 the Funder being satisfied that the Outcomes Summary has been produced in accordance with such quality standards, skill, diligence and best practice expected in the Recipient's field of work; and

3.4.4 the Outcomes Summary has been proof-read to a professional standard.

3.5 The amount of the Grant shall not be increased as a result of inflation and/or in the event of any overspend by the Recipient in its delivery of the Project.

3.6 The Recipient agrees that the Grant is not in exchange for any goods or services and is not subject to VAT or any other equivalent sales or goods tax.

3.7 The parties agree that the Grant is outside the scope of VAT, and therefore no VAT needs to be accounted for to HMRC.

3.8 However, in the event that HMRC takes the view that the Grant is within the scope of VAT, and VAT should have been collected and accounted for, then the parties agree that the Grant was made on a VAT inclusive basis. Therefore the Recipient shall be responsible for paying any VAT that may become due, to HMRC.

3.9 The Grant shall be paid into a ordinary business bank account in the name of the Recipient. All withdrawals from the bank account must be authorised by at least two individual representatives of the Recipient.

3.10 The Recipient shall not transfer any part of the Grant to bank accounts which are not ordinary business accounts within the clearing bank system, without the prior written consent of the Funder.

3.11 The Recipient shall promptly repay to the Funder any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient.

#### 4. **USE OF GRANT**

4.1 The Grant shall be used by the Recipient for the delivery of the Project in accordance with the Budget. For the avoidance of doubt, the amount of the Grant that the Recipient may spend on any item of expenditure shall not exceed the corresponding sum of money listed in the Budget without the prior written consent of the Funder.

4.2 Where the Recipient has obtained funding from a third party in relation to its delivery of the Project (including without limitation funding for associated administration and staffing costs), the amount of such funding shall be included in the Budget together with a clear description of what that funding shall be used for.

4.3 The Recipient shall not use the Grant to:

4.3.1 make any payment to members of its Governing Body; or

4.3.2 pay for any expenditure commitments of the Recipient entered into before the Commencement Date,

unless this has been approved in writing by the Funder.

4.4 The Recipient shall not spend any part of the Grant whether on the delivery of the Project or otherwise, after the end of the Grant Period.

4.5 Should any part of the Grant remain unspent at the end of the Grant Period, the Recipient shall ensure that any unspent monies are returned to the Funder within 10 (ten) days of the end of the Grant Period or, if agreed in writing by the Funder, shall be entitled to retain the unspent monies to use for charitable purposes as agreed between the parties in writing.

4.6 Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to deliver the Project must be managed and paid for by the Recipient using the Grant or other resources of the Recipient. There will be no additional funding available from the Funder for this purpose.

4.7 The Recipient agrees that:

4.7.1 It shall work with and cooperate with the Funder and other Project partners to ensure that the Project is successfully undertaken and the success of the Programme of Work can be achieved;

4.7.2 It shall comply with the Policies in all material respects;

- 4.7.3 it shall comply with the EDI Laws and all applicable principles of transparency, non-discrimination and equal treatment in connection with the procurement of any elements of the Project in respect of which funding is to be provided by the Funder and shall promptly provide to the Funder any information which the Funder may reasonably request in order to satisfy itself that the Recipient has done so; and
- 4.7.4 all procurement of works, goods and services shall be based on value for money. In determining how this requirement should be met, the Recipient must take account of accountability and probity, and shall document the decision-making process.

5. **ACCOUNTS AND RECORDS**

- 5.1 The Grant shall be shown in the Recipient's accounts as a restricted fund and shall not be included under general funds.
- 5.2 The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.
- 5.3 The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six years following receipt of any Grant monies to which they relate. Subject to the Recipient's obligations of confidentiality to any third party, the Funder shall have the right to review, at the Funder's reasonable request, the Recipient's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.
- 5.4 On request by the Funder, the Recipient shall provide the Funder with a copy of its annual accounts within six months (or such lesser period as the Funder may reasonably require) of the end of the relevant financial year in respect of each year in which the Grant is paid.
- 5.5 The Recipient shall comply and facilitate the Funder's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Funder.

6. **MONITORING**

- 6.1 The Recipient shall closely monitor the delivery and success of the Project throughout the Grant Period to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to.
- 6.2 The Recipient shall provide the Funder with a financial report and an operational report on its use of the Grant and delivery of the Project every quarter during the Grant Period and in such formats as the Funder may reasonably require. The Recipient shall provide the Funder with the financial report and the operational report within one month of the last day of the quarter to which it relates.

- 6.3 Where the Recipient has obtained funding from a third party for its delivery of part of the Project, the Recipient shall include the amount of such funding in its financial reports together with details of what that funding has been used for.
- 6.4 The Recipient shall on the Funder's request provide the Funder with such further information, explanations and documents as the Funder may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement, including, but not limited to, the steps taken by the Recipient to comply with the EDI Laws.
- 6.5 The Recipient shall permit any person authorised by the Funder such reasonable access to its Related Persons, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.
- 6.6 The Recipient shall permit any person authorised by the Funder for the purpose to visit the Recipient once every quarter to monitor the delivery of the Project. Where, in its reasonable opinion, the Funder considers that additional visits are necessary to monitor the Project, it shall be entitled to authorise any person to make such visits on its behalf.

## 7. **ACKNOWLEDGMENT OF PUBLICITY**

- 7.1 In respect of all acknowledgements by the Recipient of the Grant or the Funder required or permitted under this Agreement (in particular, this clause 7), the Recipient shall:
- (a) acknowledge the Funder as the source of the Grant as an independent registered charity;
  - (b) (where appropriate or as requested by the Funder) include the Funder's name and logo or such other name or logo as the Funder may stipulate;
  - (c) in using the relevant name and logo under (b) above, comply with the GambleAware Branding Protocol at Schedule 3 and any other GambleAware branding requirements/guidelines issued by the Funder from time to time.
- 7.2 The Recipient shall not publish any material referring to the Project or the Funder without the prior written agreement of the Funder. Subject to clause 8 (Publication) and clause 10 (Confidentiality), the Recipient shall acknowledge the support of the Funder in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by the Funder) shall include the Funder's name and logo (or any future name or logo adopted by the Funder) using the templates provided by the Funder from time to time.
- 7.3 The Recipient shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of the Funder as the source of the Grant, where feasible.

- 7.4 It is agreed and acknowledged by the Recipient that, in order to ensure the maximum effectiveness and uptake of the relevant interventions offered as part of the **Project**, it is vital for the Project to be presented to the public in a unified and consistent way as a cohesive and comprehensive programme. Accordingly, the Project shall be undertaken and presented at all times in accordance with the GambleAware Branding Protocol set out at Schedule 3.
- 7.5 The Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Funder.
- 7.6 The Funder may acknowledge the Recipient's involvement in the Project as appropriate without prior notice.
- 7.7 The Recipient shall comply with all reasonable requests from the Funder to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Funder in its promotional and fundraising activities relating to the Project.
- 7.8 The Recipient shall not (and shall ensure that its Related Persons shall not) without the prior written consent of the Funder during the Confidentiality Period:
- 7.8.1 disclose any data and information resulting from or arising from the Project to any journalists, newspapers, magazines, journals or any other type of press or media body; and
  - 7.8.2 issue any press release or announcement referring to the Project or concerning any data and information resulting from or arising from the Project.
- 7.9 The parties shall adhere to the media protocol for the handling of press and media enquiries in respect of the Project as set out at Schedule 2 (Media Protocol) and amended from time to time.
- 7.10 The Funder agrees to provide reasonable assistance to the Recipients to deal with all press/media enquires in respect of the Project at the Funder's discretion. Such assistance may include:
- 7.10.1 providing the Recipient with access to the Funder's press office;
  - 7.10.2 providing the Recipient with approved wording to be inserted into a formal press release in response to press/media queries.
8. **[PUBLICATION]**
- 8.1 The Recipient shall refrain, and shall ensure that its Related Persons shall refrain, from publishing any information relating to or contained in the Outcomes Summary prior to and for a period of **[one (1)]** month from the Outcomes Summary Delivery Date ("**the Outcomes Summary Review Period**").
- 8.2 At least 30 days prior to the end of the Outcomes Summary Review Period:

- 8.2.1 the Recipient will discuss with the Funder its strategy for publication before it (or any of its Related Persons) publish any information related to the Outcomes Summary; and
  - 8.2.2 the Recipient will submit to the Funder, in writing, details of any proposed publication containing any information related to the Outcomes Summary that it or any Related Person intends to publish.
- 8.3 Within 30 days of receiving a notice from the Recipient pursuant to 8.28.2.2, the Funder may give a written notice to the Recipient (“**Protection Notice**”) requiring that the Recipient to delay the proposed publication for a maximum of three (3) month(s) after receipt of the Protection Notice, if, in the Funder’s reasonable opinion:
- 8.3.1 that delay is necessary in order to:
    - (a) seek patent or other protection for any information related to the Outcomes Summary that is to be published; and/or
    - (b) prevent the publication of any of the Funder’s Confidential Information; and/or
  - 8.3.2 the proposed publication will negatively affect, conflict with or prejudice this Agreement or the objectives of the Project.
- 8.4 Upon receiving a Protection Notice, the Recipient shall refrain (and procure that its Related Persons refrain) from making the proposed publication for the period requested in the Protection Notice.
- 8.5 For the avoidance of doubt, the Funder must give the Protection Notice within 30 days after the Funder receives written notice of the proposed publication from the Recipient. If the Recipient does not receive a Protection Notice within that period, it or the relevant Related Person may proceed with the proposed publication.]

9. **INTELLECTUAL PROPERTY RIGHTS**

- 9.1 The Funder and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the Funder or the Recipient before the Commencement Date or developed by either party during the Grant Period, shall remain the property of that party.

*[IPR options – to be deleted as appropriate:]*

- 9.2 *[Limited use of Funder’s IPR by Recipient for term of the Agreement:* Where the Funder has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the Funder.]

9.3 **[Ownership of IPR by Recipient and licence to Funder:** The Recipient shall own all Intellectual Property Rights created pursuant to this Agreement and hereby grants to the Funder and any third party, a non-exclusive, perpetual, irrevocable, royalty free and worldwide licence to use **[the Outcomes Summary (and if Schedule 1 (Research & Report Principles) applies, the Report/ and Results) – delete as applicable]** for the public benefit].

**OR**

9.4 **[Ownership of IPR by Funder and licence to Recipient:** The Funder shall own all Intellectual Property Rights created pursuant to this Agreement and hereby grants to the Recipient, a non-exclusive, perpetual, irrevocable, royalty free and worldwide licence to use **the Outcomes Summary (and if Schedule 1 (Research & Report Principles) applies, the Report/ and Results) – delete as applicable]** for its internal purposes].

9.5 The parties warrant that insofar as they are aware the use of any Intellectual Property Right granted under this Agreement does not infringe the right of any third party.

## 10. **CONFIDENTIALITY**

10.1 Subject to clause 10.4, each party shall during the term of this Agreement and thereafter keep secret and confidential all Confidential Information of the other party disclosed to it as a result of the Agreement and shall not disclose the same to any person save:

10.1.1 to the extent necessary to perform its obligations in accordance with the terms of this Agreement;

10.1.2 as expressly authorised in writing by the other party; or

10.1.3 to the extent required by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, as far as it is legally permitted to do so, it gives the other party as much notice of the disclosure as possible.

10.2 Subject to clause 10.4, the Recipient shall during the Confidentiality Period keep secret and confidential the **Outcomes Summary (and if Schedule 1 (Research & Report Principles) applies, the draft and/ or final versions of the Report and Results)** and shall not disclose the same to any person save:

10.2.1 to the extent necessary to perform its obligations in accordance with the terms of this Agreement;

10.2.2 where such disclosure is to a Permitted Party; or

10.2.3 as expressly authorised in writing by the other party; or

- 10.2.4 to the extent required by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, as far as it is legally permitted to do so, it gives the other party as much notice of the disclosure as possible.
- 10.3 For the avoidance of doubt, during the Confidentiality Period the Recipient may not disclose (except to a Permitted Party) the **Outcomes Summary (and if Schedule 1 (Research & Report Principles) applies, the draft and/ or final versions of the Report/ and Results)** to any of its Related Persons unless such persons are actively working on the Project.
- 10.4 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:
- 10.4.1 at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;
- 10.4.2 is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
- 10.4.3 is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

## 11. **DATA PROTECTION**

- 11.1 The Recipient shall comply with its applicable obligations under Data Protection Law if processing personal data (as those terms are defined under Data Protection Law) when delivering the Project.
- 11.2 Unless specifically agreed in writing between the parties, the Recipient shall not provide or disclose any personal data to the Funder in connection with the Report, Results or Outcome Summary. For the avoidance of doubt, the Recipient shall use all reasonable efforts to anonymise any personal data collected in connection with the Project in line with guidance on anonymisation produced by the Information Commissioner's Office before providing such data to the Funder.

## 12. **FREEDOM OF INFORMATION**

- 12.1 The Recipient acknowledges that the Funder may be required to comply with the requirements of the Freedom of Information Act 2000 ("**FOIA**") and the Environmental Information Regulations 2004 ("**EIRs**").
- 12.2 The Recipient shall:

- 12.2.1 provide all necessary assistance and cooperation as reasonably requested by the Funder to enable the Funder to comply with its obligations;
  - 12.2.2 transfer to the Funder all requests for information relating to this Agreement that it receives as soon as practicable and in any event within 2 working days of receipt;
  - 12.2.3 provide the Funder with a copy of all information belonging to the Funder requested in the request for information which is in its possession or control in the form that the Funder requires within 5 working days (or such other period as the Funder may reasonably specify) of the Funder's request for such information; and
  - 12.2.4 not respond directly to a request for information unless authorised in writing to do so by the Funder.
- 12.3 The Recipient acknowledges that the Funder may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Recipient. The Funder shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

13. **WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT**

- 13.1 The Funder's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to the Funder's other rights and remedies, the Funder may in its absolute discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:
- 13.1.1 the Funder's funding for the Project is withdrawn, terminated, reduced or becomes unavailable for any reason;
  - 13.1.2 the Recipient fails to obtain ethical approval for the Project prior to the commencement of the Project;
  - 13.1.3 the Recipient uses the Grant for purposes other than those for which they have been awarded;
  - 13.1.4 the delivery of the Project does not start within 2 months of the Commencement Date and the Recipient has failed to provide the Funder with a reasonable explanation for the delay;
  - 13.1.5 the Funder considers that the Recipient has not made satisfactory progress with the delivery of the Project;
  - 13.1.6 the Recipient is, in the reasonable opinion of the Funder, delivering the Project in a negligent manner;

- 13.1.7 following a peer review of the Outcomes Summary (and, if Schedule 1 (Research & Report Principles) applies, the Report and/ or the Results), the Funder is not satisfied that the Outcomes Summary and/ or the Report and/ or the Results has been produced in accordance with such quality standards, skill, diligence and best practice expected in the Recipient's field of work;
- 13.1.8 the Recipient obtains duplicate funding from a third party for the Project;
- 13.1.9 the Recipient obtains funding from a third party which, in the reasonable opinion of the Funder, undertakes activities that are likely to bring the reputation of the Project or the Funder into disrepute;
- 13.1.10 the Recipient provides the Funder with any materially misleading or inaccurate information;
- 13.1.11 the Recipient commits or committed a Prohibited Act;
- 13.1.12 any member of the Governing Body or Related Person has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project; or (b) taken any actions which, in the reasonable opinion of the Funder, bring or are likely to bring the Funder's name or reputation into disrepute;
- 13.1.13 the Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
- 13.1.14 the Recipient becomes insolvent, or it is declared insolvent, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due; or
- 13.1.15 the Recipient fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure.
- 13.2 The Funder may retain or set off any sums owed to it by the Recipient which have fallen due and payable against any sums due to the Recipient under this Agreement or any other agreement pursuant to which the Recipient provides goods or services to the Funder.
- 13.3 The Recipient shall make any payments due to the Funder on demand and without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 13.4 Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this Agreement it will notify the Funder as soon as possible so that, if possible, and without creating any legal obligation, the Funder will have an opportunity to provide assistance in resolving the problem or to take action to protect the Funder and the Grant monies.

14. **LIMITATION OF LIABILITY**

- 14.1 Nothing in this Agreement excludes or limits the liability of either party for any liability that cannot be excluded or limited by law.
- 14.2 The Funder accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from withdrawal of the Grant.
- 14.3 Subject to clause 14.1, the Funder's total liability under this Agreement is limited to the payment of the Grant.
- 14.4 Subject to clause 14.1, the Recipient's total liability to the Funder in respect of all losses arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed a sum equal to two times the Grant paid or payable by the Funder to the Recipient.
- 14.5 Subject to clause 14.4, the Recipient shall indemnify and hold harmless the Funder, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient (or of their respective employees, agents, officers or sub-contractors) in relation to the Project or the non-fulfilment of obligations of the Recipient under this Agreement.

15. **WARRANTIES**

- 15.1 The Recipient warrants, undertakes and agrees that:
- 15.1.1 it has full power and authority under its governing document, has taken all necessary action and has obtained all authorisations, licences, consents and approvals to execute and perform this Agreement;
- 15.1.2 it is a solvent entity capable of providing the Project in accordance with this Agreement;
- 15.1.3 where Schedule 1 (Research & Report Principles) applies, in carrying out the Project it shall adhere to the:
- (a) research ethics principles set out in Part 1 of Schedule 1 (Research & Report Principles);
  - (b) Research Council's policy regarding data reuse;
  - (c) data reuse principles set out in Part 2 of Schedule 1 (Research & Report Principles);  
and

- (d) it shall comply at all times with good practice in research ethics and follow the code of practice for their discipline. Where there is not a discipline specific code of practice, the Economic and Social Research Council framework for research ethics must be followed.
- 15.1.4 each of the Funder's personnel assigned to the Project has suitable experience and expertise to carry out their roles in the Project;
- 15.1.5 the project manager appointed to the Project has suitable experience and expertise to oversee and manage the relevant Project;
- 15.1.6 all information set out in the Programme of Work is to the best of its knowledge complete and accurate;
- 15.1.7 it has all necessary resources and expertise to deliver the Project;
- 15.1.8 it has not committed, nor shall it commit, any Prohibited Act;
- 15.1.9 it shall at all times comply with all relevant legislation and all applicable codes of practice (including but not limited to any applicable gambling or gaming legislation or regulations) and other similar codes or recommendations, and shall notify the Funder immediately of any significant departure from such legislation, codes or recommendations;
- 15.1.10 it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;
- 15.1.11 it shall comply with the Policies pursuant to clause 4.7.1 (as set out in the Appendix of Part 1 (Grant Bespoke Terms));
- 15.1.12 it shall comply with all reasonable directions and instructions provided to it [in writing] by the Funder, including, but not limited to, those directions and/ or instructions which derive from the Funder's status as a registered charity;
- 15.1.13 it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- 15.1.14 it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- 15.1.15 all financial and other information concerning the Recipient which has been disclosed to the Funder is to the best of its knowledge and belief, true and accurate;
- 15.1.16 it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;

15.1.17 it is not aware of anything in its own affairs, which it has not disclosed to the Funder or any of the Funder's advisers, which might reasonably have influenced the decision of the Funder to make the Grant on the terms contained in this Agreement; and

15.1.18 since the date of its last accounts there has been no material change in its financial position or prospects.

## 16. **INSURANCE**

16.1 The Recipient shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss.

16.2 The Recipient shall (on request) supply to the Funder a copy of such insurance policies and evidence that the relevant premiums have been paid.

## 17. **DURATION**

17.1 Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the expiry of the Grant Period or for so long as any Grant monies remain unspent by the Recipient, whichever is longer.

17.2 Clauses 4 (Use of Grant), 7 (Acknowledgment of Publicity), 8 (Publication), 9 (Intellectual Property Rights), 10 (Confidentiality), 13 (Withholding, Suspending and Repayment of Grant), 14 (Limitation of Liability), 15 (Warranties), 17 (Duration), 18 (Dispute Resolution), 19 (Termination) and 21 (General) of this Agreement shall survive such expiry or termination and continue in full force and effect for a period of two (2) years from the later of expiry or termination whichever has caused the end of this Agreement, but only to the extent that such provisions relate to the Project.

17.3 The Funder, at its sole discretion, may agree in writing to continue funding the Recipient beyond the Grant Period to undertake the Project for such further period as the Funder may agree in writing ("**Extended Term**"). The amount of any additional funding from the Funder in respect of the Extended Term shall be determined by the Funder in its discretion, and all other terms of this Agreement for the time being (as may have been amended during the course of the original term) shall apply to the Extended Term (with the Grant Period extended until the end of the Extended Term accordingly).

17.4 Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

## 18. **DISPUTE RESOLUTION**

18.1 In the event of any complaint or dispute arising between the parties in relation to this Agreement and without prejudice to the rights and remedies of the parties under clauses 13 (Withholding, Suspending and Repayment of Grant) and 21 (General), the parties shall follow the procedure set out in this clause:

(a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, the recipient of the Dispute Notice shall within 14 days give to the other a written proposal setting out how it will deal with the issues identified in the Dispute Notice and the timeframe in which it shall do so ("**Remedy Proposal**"); and

(b) a representative of each party shall meet within 7 working days of receipt of the Remedy Proposal and attempt in good faith to resolve the Dispute.

18.2 if the parties are for any reason unable to resolve the Dispute between them within 14 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (**ADR notice**) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than 30 days after the date of the ADR notice. Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

## 19. **TERMINATION**

19.1 Without affecting any other right or remedy available to it, either party may terminate this Agreement by giving [six (6)] months' written notice to the other party.

19.2 Without prejudice to clause 13 (Withholding, Suspending and Repayment of Grant), the Funder may terminate this Agreement and any unpaid Grant payments on giving the Recipient three months' written notice should it be required to do so by financial restraints or for any other reason.

19.3 Without prejudice to clause 13 (Withholding, Suspending and Repayment of Grant), the Funder may terminate this Agreement and any unpaid Grant payments immediately by written notice:

19.3.1 the other party commits a material breach of this Agreement; or

19.3.2 the other party commits a material breach of this Agreement which (in the case of a breach capable of a remedy) it does not remedy within 30 days of receiving written notice of the breach;

- 19.3.3 if it becomes aware that the Recipient is conducting any other work (either independently or for a third party) which the Funder reasonably believes will negatively affect, conflict with or prejudice this Agreement or the objectives of the Project; and/or
- 19.3.4 there is any interference from the gambling industry that seeks to undermine the independence and objectivity of the Project.
- 19.4 Within 5 days of expiry or the date of termination of this Agreement, the Recipient shall immediately and at its own expense, safely return to the Funder all property and information of the Funder then in its possession or control.
- 19.5 If this Agreement is terminated by the Funder under clause 19.1 (termination without cause) the Funder shall pay the Recipient for costs spent to the date of termination (and also for non-cancellable committed costs) provided that the Recipient promptly provides to the Funder valid copies of receipts for such costs (and other supporting documentation that the Funder may reasonably request):
- 19.6 Within five (5) days of expiry or the date of termination of this Agreement, the Recipient shall repay to the Funder any Grant monies it has received under this Agreement for work for which Grant monies has been received but not yet expended or irrevocably committed.
- 19.7 Termination shall be without prejudice to the accrued rights of either party at the termination date. Nothing in this clause 19 shall affect the coming into, or continuance in force of any provision of this Agreement which is expressly or by implication intended to come into force or continue in force upon expiry or termination of this Agreement.
- 19.8 The parties do not anticipate that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (“**TUPE**”) shall apply to the expiry or termination of this Agreement because:
- 19.8.1 the parties do not consider that this Agreement nor the carrying out of the Project under this Agreement will result in the formation of an organised grouping of resources, which has the objective of pursuing an economic activity and which will retain its identity; and
- 19.8.2 at no time will an organised grouping of its employees have as its principal purpose the carrying out the Project under this Agreement,

and the Recipient warrants that it shall arrange its affairs in compliance with clause 19.5. The Recipient shall indemnify the Funder on demand against all liabilities, costs, expenses, damages and losses and all other reasonable professional costs and expenses suffered or incurred by the Funder in relation to or in consequence of any failure by the Recipient to comply with the provisions of this clause 19.8.

20. **FORCE MAJEURE**

20.1 If either party is unable to perform any obligation under this Agreement because of a matter beyond that party's reasonable control that arises from any of the following matters:

- (a) strikes, lock-outs, labour or industrial disputes;
- (b) acts of God;
- (c) riot, civil commotion;
- (d) malicious damage;
- (e) compliance with any law or governmental order, rule, regulation or direction;
- (f) accident;
- (g) breakdown of plant or machinery;
- (h) fire, flood or storm;
- (i) outbreaks of a particular virus, disease or illness and/or the occurrence of an epidemic or pandemic;
- (j) explosion;
- (k) war;
- (l) civil disorder;
- (m) actual or threatened terrorist attack; or
- (n) acts of local or central Government or other competent authorities (other than the Authority in its capacity as contracting party);
- (o) and in the event that the above events continue for a period of longer than three months that party will have no liability to the other party for that failure to perform and the party unable to perform shall be entitled to terminate this Agreement in accordance with the termination provisions provided herein.

20.2 For the avoidance of doubt, where the Funder has insisted on the Project being undertaken where a Force Majeure event has occurred and where it is impracticable for the Recipient to continue with its obligations under this Agreement and where the Funder insists the Recipient must continue, any additional cost in carrying out the Funder's instruction shall be in addition to the funding provided for under this Agreement and charged as costed by the Recipient.

21. **GENERAL**

- 21.1 The Recipient may not, without the prior written consent of the Funder, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.
- 21.2 No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.
- 21.3 If a provision of the Agreement (or part of any provision) is found invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.
- 21.4 In the event that the parties cannot agree the amendment within 30 days of the date of commencing negotiation in accordance with clause 21.3, the provision shall to the extent of such invalidity, illegality or unenforceability, be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed severable and be deleted and shall not affect the other provisions of the Agreement, which shall continue unaffected.
- 21.5 The Agreement constitutes the entire agreement between the parties relating to its subject matter and supersede and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral.
- 21.6 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.
- 21.7 All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.
- 21.8 This Agreement shall not create any partnership or joint venture between the Funder and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.
- 21.9 No variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

- 21.10 This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.
- 21.11 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 21.12 Transmission of an executed counterpart of this Agreement by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.
- 21.13 No counterpart shall be effective until each party has executed and delivered at least one counterpart.
- 21.14 This Agreement shall be governed by and construed in accordance with the law of England and Wales.
- 21.15 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

AS WITNESS the signatures of the parties or their duly authorised representatives on the date first above written.

## **Schedule 1**

### **RESEARCH & REPORT PRINCIPLES**

#### **Part 1 – Research ethics principles**

The Recipient shall ensure that the Project complies at all times with good practice in research ethics. This is especially the case as much of the research commissioned involves vulnerable people.

The Recipient must:

- 1. Follow the code of practice for their discipline. Where there is not a discipline specific code of practice, the [Economic and Social Research Council framework for research ethics](#) must be followed.**
- 2. Follow those process and procedures relating to ethics as set out in the Programme of Work.**
- 3. Obtain ethical approval prior to commencement of the Project which must include scrutiny by an ethics review panel independent of the research team.**

4. **State in the Report how ethical approval and ethical concerns were addressed in undertaking the Project.**

## **Part 2 – Data reuse principles**

5. **Research data and the Results are a public good which should be available publicly to third parties.**
6. **The Recipient shall make available for reuse, primary data collected or generated during research or derived from existing sources, in a timely way, with as few restrictions as possible, compliant with ethics, privacy and intellectual property. Non-deposit of research data is an exception which must be justified. Specifically, research is required to adhere to the following requirements:**
  - (a) Demonstrate no suitable data is available for reuse before creating new data.
  - (b) Make openly available research data, free of charge, as open data, safeguarded data or controlled data, with these different levels of security depending on the sensitivity and confidentiality of the data.
  - (c) Take account of legal, ethical and commercial constraints on release of research data, and plan at the initiation and through the research cycle how these will be managed, with the aim of maximising data reuse. This includes, where appropriate, obtaining informed consent for data sharing, anonymising data, and seeking data-sharing approval as part of ethical review.
  - (d) Provide sufficient metadata to ensure research data are discoverable and independently understood without recourse to the creator, and for the creators of the data to be cited.
  - (e) Make data which supports published research outputs findable and accessible at the same time as published outputs as far as possible. Publications should state how underlying research materials, including data, samples or models, can be accessed.
  - (f) Deposit data for reuse with a responsible digital repository, which meets Research Council requirements, and which provides data assets in a way which are findable, accessible, interoperable and reusable.
  - (g) Intellectual property contributions of researchers in the creation of data are recognised through citation, and abiding by the terms and conditions under which data is accessed.

## **Part 3 – Report principles**

7. **The Report shall be drafted in accordance with best practice for qualitative or quantitative research in accordance with the following:**

- (a) A literature review: the relevant background literature and empirical evidence will be considered and will shape projects aims, data collection and analytical work.
- (b) Methodological approach: methods for data collection and analysis must be transparent and clearly communicated.
- (c) Clear and full presentation of data and key findings.
- (d) Discussion of key findings and recommendations: This section should clearly outline how the findings from the research contribute to the overall aim of the research program. It should answer the question of ‘so what?’ – setting out the implications and recommendations from the research for policy, practice and further research. The Report should also clearly explain the limitations and caveats.

8. **The Report shall be available with a plain English language summary of research findings and implications.**

**Part 4 – Report submission**

9. **Prior to payment of the final payment of the Grant, the Recipient shall provide the Funder with a copy of the final report of the outcome of the Project drafted in accordance with the principles set out in Part 3 of this Schedule 1 (Research & Report Principles) and containing the Results (the “Report”). The Report shall be reviewed by:**

- (a) the Funder;
- (b) the Responsible Gambling Strategy Board; and
- (c) the Funder shall procure a peer review of the Report,

to ensure that the Report satisfies such quality standards, skill, diligence and best practice expected in the Recipient’s field of work. For the avoidance of doubt, neither the review by the Funder, the Responsible Gambling Strategy Board nor the peer review shall involve editorial control of the Report but shall be limited to the quality of the report, including ensuring that the Report satisfies evidentiary scrutiny and delivers on the purposes for which the Grant was awarded.

10. **The Funder shall pay the Recipient the final payment of the Grant subject to:**

- (a) the Funder receiving confirmation that the Project has been successfully and properly completed;
- (b) the Report being reviewed in accordance with clause 3.3 and the Funder being satisfied that the Report has been revised, where necessary and appropriate, to take account of the outcome of the review;

- (c) the Funder being satisfied that the Report has been produced in accordance with such quality standards, skill, diligence and best practice expected in the Recipient's field of work; and
- (d) the Report has been proof-read to a professional standard.

#### **Part 5 – Publication**

- 11. **The Recipient shall refrain, and shall ensure that its Related Persons shall refrain, from publishing any Results prior to and for a period of [three (3)] months from the Report Delivery Date (“Report Review Period”).**
- 12. **At least 30 days prior to the end of the Report Review Period:**
  - (a) the Recipient will discuss with the Funder its strategy for publication before it (or any of its Related Persons) publish any Results; and
  - (b) the Recipient will submit to the Funder, in writing, details of any proposed publication containing any Results that it or any Related Person intends to publish.
- 13. **Within 30 days of receiving a notice from the Recipient pursuant to 2(b) above the Funder may give a written notice to the Recipient (“Protection Notice”) requiring that the Recipient is to delay the proposed publication for a maximum of six (6) month(s) after receipt of the Protection Notice, if, in the Funder’s reasonable opinion:**
  - (a) that delay is necessary in order to:
  - (b) seek patent or other protection for any of the Results that are to be published; and/or
  - (c) prevent the publication of any of the Funder’s Confidential Information; and/or
  - (d) the proposed publication will negatively affect, conflict with or prejudice this Agreement or the objectives of the Project.
- 13.2 Upon receiving a Protection Notice, the Recipient shall refrain (and procure that its Related Persons refrain) from making the proposed publication for the period requested in the Protection Notice.
- 13.3 For the avoidance of doubt, the Funder must give the Protection Notice within 30 days after the Funder receives written notice of the proposed publication from the Recipient. If the Recipient does not receive a Protection Notice within that period, it or the relevant Related Person may proceed with the proposed publication.

## Schedule 2

### MEDIA PROTOCOL

GambleAware’s standard contracts and grant agreements state: “The parties shall agree a media protocol for each party to follow for the purpose of handling press and media enquiries in respect of the Project.”

GambleAware works with a wide range of organisations which have varying levels of resources and experience available to them when dealing with media enquiries about a project which GambleAware is funding, so primarily this protocol is designed to offer support and advice.

It is important to emphasise that neither this protocol nor our grant agreements are intended to restrict in any way whatsoever the opinions our partners express in the media.

GambleAware works with Atlas Partners ([GambleAware@Atlas-Partners.co.uk](mailto:GambleAware@Atlas-Partners.co.uk)) who provide professional advice on our media relations, and their team is available to advise our partners as well.

To enable us to work effectively together, we ask that our partners:

- Inform GambleAware at the earliest opportunity whenever they are approached by the media about any project funded by GambleAware
- Where possible, give us the opportunity to contribute to any statements or responses made to the media
- Seek to ensure any coverage of the project credits GambleAware for its funding
- Ask media to publicise [BeGambleAware.org](http://BeGambleAware.org) alongside any coverage in order to provide access to advice and support
- Use our logos in accordance with any branding guidelines we make available.

Partners should also inform GambleAware of any serious incidents arising in connection with the projects or affecting participants which might attract media attention.

When it is informed about a media enquiry, GambleAware may provide a fact-sheet as a reference point for those dealing with enquiries in both organisations, so we can agree a joint position prior to engaging with the media.

#### **For media matters:**

Atlas Telephone (24 hours a day)

07523 609413

Atlas Email

[GambleAware@Atlas-Partners.co.uk](mailto:GambleAware@Atlas-Partners.co.uk)

## Schedule 3

### GAMBLEAWARE BRANDING PROTOCOL

1. In order to maximise public awareness of and trust in the network of advice and treatment programmes we fund (the **National Problem Gambling Treatment Programme, which** the Funded Activities support), the Recipient must comply with our “Branding Requirements”.

2. GambleAware will issue Branding Requirements from time to time (templates and brand usage guidelines) which represent the national [begambleaware.org](http://begambleaware.org) brand. The templates include space designated within them for treatment providers to incorporate their own branding. These should be used for all public-facing i.e. Consumer communications e.g. Posters, leaflets, and on websites which refer to programmes funded by GambleAware.
3. As a minimum, all such materials should include the following logo, which will itself be provided as a template within the Brand Requirements:



<https://about.gambleaware.org/education/begambleaware-logo/download-logos/>

4. All other non-public-facing communication relevant to any part the **National Problem Gambling Treatment Programme** (which the Funded Activities support) should include the acknowledgement "funded by gambleaware". This includes annual reports, impact reports and in correspondence primarily in relation to the relevant programme, and in accordance with the media protocol should be included in written and verbal communication with the media e.g. Interviews and press releases.
5. (There is no need to add "funded by gambleaware" when using the begambleaware.org logo as above.)
6. The Branding Requirements shall define the artistic standards required to ensure that this logo stands out, and is not crowded with other information alongside it.

#### Schedule 4

[SAFEGUARDING]

**Schedule 5**

**TREATMENT SERVICES**

## Schedule 6

### PERFORMANCE REVIEWS

Gamble**Aware**