

# Invitation to Tender



## Safer Gambling Campaigns Evaluation

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## 1. Introduction and specification for this competition

### About GambleAware

GambleAware is the leading charity driving the transformation of gambling treatment and prevention services, leading public health campaigns, and keeping people safe from gambling harms.

There may be up to 2.9 million people in Great Britain (GB) at risk of gambling harm.<sup>1</sup> Gambling can harm people and their families financially, psychologically, and physically.

We work in close collaboration with leading organisations and experts including the NHS, government, local authorities, and gambling treatment providers to ensure that people get the information, support, and treatment they need.

Every year, we fund access to free treatment for nearly 12,000 people and over 40,000 calls to the National Gambling Helpline. Since 2018, we have supported an estimated 137,000<sup>2</sup> people to access the help they need.

### Organisational strategy

In April 2021, GambleAware published a [new five-year strategy](#). This outlined the four commissioning objectives the charity will deliver against over the coming years to help prevent gambling harms:

1. Increase awareness and understanding of gambling harms.
2. Increase access to services and reduce gambling harm inequalities.
3. Build capacity among healthcare professionals, social prescribers, debt advisers, faith leaders, community services and others so they are better equipped to respond to gambling harms.
4. Improve accessibility and effectiveness of the National Gambling Treatment Service (NGTS).

### About GambleAware's campaigns

As mentioned above, one of our four commissioning objectives is to “increase awareness and understanding of gambling harms”. One of the main interventions available within this objective is to run advertising and communication campaigns using owned (e.g. BeGambleAware Facebook, Twitter, Instagram pages) and paid (e.g. TV, out-of-home, print, social, search) media.

GambleAware currently runs campaigns across two strands:

1. **Treatment campaigns:** Which aim to raise awareness and usage of the GambleAware-funded NGTS and National Gambling Helpline.

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<sup>1</sup> PGSI 3+, based on Treatment and Support Survey data 2021 (6.5m for PGSI 1+)

<sup>2</sup> Estimated based on DRF treatment data and helpline data as quoted in GA Annual Reports

- This strand has separate activity for men and women, although the creative execution is very similar; both focus on the concept of “When you’re there but not there”.
- 2. **Prevention campaigns:** Which aim to encourage safer gambling among those who gamble to prevent “problem gambling”, and to raise awareness of the GambleAware website as a source of advice and support.
  - This strand has separate activity for men (campaigns include: BetRegret/TapOut) and women (our most recent campaign: “Losing track of the world around you?”) with very different creative executions based on extensive research among both audiences.

All campaigns have a wider goal of reducing the stigma that those experiencing gambling harms face in GB. It is anticipated that with increased activity, coverage, and conversations, gambling will become less of a taboo topic in society so that those needing advice and support are not put off by the stigma they face.

**This ITT only covers the evaluation of prevention campaigns.** The treatment campaign evaluations have been incorporated into a regular tracking survey as part of the nationally representative treatment and support survey<sup>3</sup>.

### **Campaign evaluations to date**

To ensure GambleAware’s campaigns are as effective as possible, and to prove the impact of the campaign to key stakeholders, it is important to collect data from various sources to evaluate campaign performance. The evaluation of the Safer Gambling prevention campaigns is currently conducted by Ipsos MORI. This contract has one wave of monitoring remaining for the Men’s Prevention campaign, and two waves for the Women’s Prevention campaign. This contract will last until May/June 2022, when the next wave of monitoring will likely be required (depending on media phasing).

By the time the contract expires, Ipsos MORI will have completed ten waves of monitoring for the Men’s Prevention campaign and two waves for the Women’s Prevention campaign. It will be important to use and report this data to ensure we can look at changes over longer periods of time and compare back to the original baseline wave.

As well as standard campaign monitoring, we are keen to widen the scope of the evaluation to make it more holistic, bringing together survey data with other sources of data and a layer of strategic support. For example, we will want to monitor any digital footprints our audience leaves behind (e.g. website visits, quiz completions), consolidate the media performance and engagement (e.g. impressions, likes, click-through-rates), leverage any other third-party data sources (e.g. share of voice, profiles/Target Group Index, Google Analytics, social listening), and ad-hoc surveys (e.g. brand uplift study, website surveys).

Campaign monitoring to date has been conducted via an online survey before the launch of the campaign (baseline) with further dips (post-waves) after each burst of media activity. The

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<sup>3</sup> The most recent treatment and support survey report can be found here:

[https://www.begambleaware.org/sites/default/files/2021-03/Annual\\_GB\\_Treatment\\_and\\_Support\\_Survey\\_2020\\_report\\_%28FINAL%29\\_26.03.21.pdf](https://www.begambleaware.org/sites/default/files/2021-03/Annual_GB_Treatment_and_Support_Survey_2020_report_%28FINAL%29_26.03.21.pdf)

surveys for men and women are run separately, rather than combined, due to the differences in the creative approach between the two campaigns. This approach is informed by research showing that men and women differ in why they gamble, how they gamble, and the harms they experience as a result of gambling. In general, a gendered approach is crucial in the prevention of gambling harms.<sup>4</sup>

### Specification of requirement for this competition

GambleAware seeks to commission a holistic campaign evaluation to provide an evidence-based assessment of the outcomes from GambleAware’s prevention campaigns, which currently include:

1. **Men’s Prevention campaign:** A campaign aimed at men (media bought against those aged 18–34), encouraging those who gamble to avoid “Bet Regret”, and more recently to “Tap Out” and take a moment to think before placing a bet.<sup>5</sup>
2. **Women’s Prevention campaign:** A new campaign aimed at women (media bought against those aged 25–50), encouraging those who gamble to spot the signs of gambling harms such as “losing track of the world around you”.<sup>6</sup> The scoping research for this will be published in the future.

### Objectives

The broad outcome of this piece of work is to contribute to more effective prevention campaigns and, in turn, prevent those who gamble developing into “problem gamblers” (those with a Problem Gambling Severity Index (PGSI) of 8+).<sup>7</sup>

Specific objectives of this work are to provide:

- Monitoring data to demonstrate the impact of GambleAware’s Safer Gambling campaigns by collecting primary data among core audiences on:

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<sup>4</sup> McCarthy, S., Thomas, S. L., Randle, M., Bestman, A., Pitt, H., Cowlshaw, S. and Daube, M. (2019). Women’s gambling behaviour, product preferences, and perceptions of product harm: differences by age and gambling risk status, *Harm Reduction Journal* 16: 18  
<https://harmreductionjournal.biomedcentral.com/track/pdf/10.1186/s12954-019-0284-8.pdf>

<sup>5</sup> See the GambleAware website for more information and for details on the creative execution  
<https://www.begambleaware.org/for-professionals/safer-gambling-campaign>  
<https://www.begambleaware.org/betregret>

<sup>6</sup> <https://www.begambleaware.org/advice-tools-support>

<sup>7</sup> The Problem Gambling Severity Index (PGSI) is the most widely used measure of problem gambling in the population and is used across health surveys in Great Britain. PGSI 8+ refers to “gambling with negative consequences and a possible loss of control”

Information on using the PGSI as a measure of problem gambling can be found here:

<https://www.gamblingcommission.gov.uk/statistics-and-research/publication/problem-gambling-screens>

- The exposure and awareness of the campaign.
- How the campaign engages with audience and how the messages resonate.
- The impact of the campaign on relevant attitudes and behaviours.
- Ongoing strategic support and creation of a holistic campaign evaluation by:
  - Integrating data and insights from media, PR partnerships, social media, and website analytics (along with any other data of interest identified).
  - Ensuring findings are actionable for the GambleAware Communications team and wider stakeholders to make improvements to the media and/or creative strategy.
  - Generating evidence-led improvements to feed into future bursts of activity.

### **Monitoring details**

#### Questionnaire

The questionnaire for the baseline waves (pre-activity) for each campaign were 10 minutes in length, whilst post-activity waves are 15 minutes.

Questionnaires have already been developed for each campaign strand but will likely need to be revised in light of creative executions, the specific requirements of this brief, and the resulting KPIs.

Currently the questionnaires include:

- Demographics (e.g. age, gender, socioeconomic grade, ethnicity).
- Gambling behaviours and attitudes (e.g. types of activities in last 4 weeks, PGSI).
- Campaign recognition (e.g. unprompted awareness, prompted awareness, channel of recognition).
- Creative execution (e.g. message takeout, attitudes towards adverts).
- Campaign impact (e.g. claimed actions as a result of seeing adverts).

Each wave of the evaluation will include a set of core metrics using a logic model mapping exercise. This exercise will lead to a selection of KPIs based on the campaign strategy. KPIs will be set in a collaborative process with other agencies (e.g. creative/media/PR agencies) and GambleAware.

#### Sampling

It will be important to ensure the sampling is consistent and comparable to previous waves of the campaign, allowing GambleAware to monitor changes over longer periods of time.

Below provides an overview of the sample requirements:

Campaign	Audience	Definition	Sample size	Weighting
Men's Prevention	Boost	Men aged 18–44 who have gambled online within the last 4 weeks	600	TBC*
	General public	Those aged 18–65 in Great Britain	2,000	Nationally representative
Women's Prevention	Boost	Women aged 18–54 who have gambled online within the last 4 weeks	600	Nationally representative
	General public	Those aged 18–65 in Great Britain	2,000	Nationally representative

*\*To date, the men's boost sample has not been weighted. We would look to collaborate with the appointed agency to implement weighting for this group going forward.*

Although not a core target group, a large general population sample ensures we can utilise “naturally occurring” individuals within the general population that match harder-to-reach groups (e.g. PGSI 1+, affected others) that cannot be targeted effectively on most panels. The sampling approach required includes combining those “naturally occurring” individuals to supplement the boost groups; this creates a boost of more than 600. This has currently been implemented on the Women's campaign and will be implemented in the Men's evaluation going forwards.

A large general population sample also allows us to monitor societal changes in attitudes, drill-down into certain demographics (e.g. age, region), and adds a layer of contingency should target groups change over the course of the campaign period.

#### Target groups

Across the Men's and Women's campaign, there will be four core groups of interest to monitor. Although these would ideally remain consistent over time, to ensure comparability with previous data, we would expect to discuss these with the partner appointed, especially should there be creative and/or strategic shifts within the campaigns.

The existing groups of interest include:

1. Bullseye target group: Those among whom we are specifically looking to change behaviour:
  - Men's: Men aged 18–44 who bet on online sports and/or football (can include in person e.g. bookmakers/stadium) AND at least twice a week.
  - Women's: Women aged 18–54 with a PGSI of 1+ who have gambled online within the last 4 weeks on scratch cards, instant win games, and bingo.
2. Wider campaign audience: Those we are broadly looking to target:
  - Men's: Those aged 18–44 who have gambled online within the last 4 weeks.
  - Women's: Those aged 18–54 who have gambled online within the last 4 weeks.

3. Affected others: Those negatively affected by someone else’s gambling.
4. General public: Those aged 18–65 resident in Great Britain.

**However, we are keen to supplement this list with additional groups focusing on those who are vulnerable, disadvantaged or experiencing deprivation or additional needs of some kind.**

This is crucial given our strategic commitment to addressing inequalities in gambling harms and in access to gambling support.

We currently collect data on age, gender, employment status, postcode, SEG, income, sexual identity, ethnicity, marital status, religion, children in household, but would welcome proposals for other groups that could be included in the monitoring. This data could be reported separately (e.g. by rolling up two or more waves of monitoring due to low base sizes) or as within the core evaluation report.

Typical timeline

Below is a typical timeline for a wave of monitoring, although we appreciate that the first wave may take longer than others to ensure that back data is effectively reported/compared against. We would expect that the research agency bidding would be able to fulfil these timelines.

Task	Dates
Questionnaire drafting	Week 1
Sign-off questionnaire	Week 2
Scripting survey	Week 3
Fieldwork	Weeks 4 & 5
Data processing	Weeks 5 & 6
Provide data tables	Week 6
Share draft report	Week 7
Review report and amends	Week 8
Amend and sign-off report	Week 9
Debrief	Week 9

**Outputs**

The expected core deliverables of the monitoring are as follows, all of which must be shared with GambleAware by the commissioned agency in line with relevant GDPR guidelines:

1. Monitoring project management:
  - Planning/scheduling monitoring programmes for each Safer Gambling marketing campaign/initiative in close collaboration with Gamble Aware.



- Managing the monitoring end-to-end, from KPI setting through to delivery of the final report(s).
2. Monitoring data outputs:
- An anonymised raw dataset (including weighting variables) in SPSS for GambleAware to conduct statistical analyses on where necessary.
  - A set of Excel data tables broken down by key variables (e.g. age, gender, region) for each audience of interest per wave.
  - A set of wave-on-wave Excel data tables, broken down by key subgroups identified during analysis for each audience of interest.
3. Monitoring report: A PowerPoint report (c. 30–50 slides) for each wave to draw comparisons with previous waves of research, highlighting any important developments over time and trends within subgroups of interest. This could contain, but not be limited to:
- Background slides (e.g. overview, sampling approach, fieldwork dates, media timings and spend, overview of media activity).
  - Key findings and recommendations that are actionable and practical, with relevant parties within GambleAware contributing towards their co-creation.
  - Report structure aligned with the Government Communication Service (GCS) model as defined [here](#) with sections covering inputs, outputs, outtakes, outcomes.
  - Inclusion of RAG (Red Amber Green) logic model mapping.
  - Inclusion of sub-group summaries, including for the agreed vulnerable and disadvantaged groups.
  - Inclusion of all relevant back data for appropriate slides/metrics.
  - Inclusion of sig-testing between the current wave vs the most recent wave previous to it, along with the current wave vs the original baseline.
  - Formatting that is easy to digest (e.g. line charts for trends over time, different colours for different audiences, wave dates along with number such as W1 Nov-21, questions and base sizes at the bottom of slides, key elements of title/sub-title/base notes/charts level from slide to slide to prevent distraction).
4. Monitoring dissemination:
- An online debrief (or in-person if necessary/Covid-19 permits) of key findings and recommendations.

Within the “holistic campaign supplement” budget item, we would also expect the appointed agency to:

5. Provide a high level of expertise by:
- Providing recommendations for the right approaches and techniques to cost-efficiently evaluate activity across the year, including investigating any new and innovative approaches. Particular thought to be given to the measurement and

understanding the impact of more difficult to evaluate channels, such as PR and partnerships.

- Taking a holistic view across all campaigns, looking at both short- and long-term campaign impact to ensure effective evaluation.
- Providing a high level of strategic insight to inform the planning of future campaigns based on data and research findings that are obtained during the evaluation.

6. Produce extra deliverables\* such as:

- An Excel KPI document updated after each wave with the latest data across data sources.
- Hosting/leading a holistic campaign evaluation session with involvement from all agencies working on the campaign.
- Hosting/leading a “next steps” session with involvement from all agencies working on the campaign.
- Key reports to be published:
  - Yearly report that combines data and insights from GambleAware’s brand monitoring research, NGTS campaign monitoring, and the Safer Gambling campaign evaluation.
  - Synthesis report that combines all the research GambleAware has conducted on the Women’s campaign to date into one document (similar to the “*Synthesis Report: The use of research in the Bet Regret campaign*” created by Ipsos MORI<sup>8</sup>).
  - Report every two years that “rolls” the data from numerous waves of the Safer Gambling campaign evaluations among certain groups (e.g. those from ethnic minority background).

We are keen that these reports are subject to external peer review. This means the agency chosen to work with GambleAware will need to reach out to suitable experts (including, but not limited to, academics) in the area of public information campaigns, and also work collaboratively with them.

- Supporting GambleAware on extra analysis and/or presentations to facilitate dissemination activities (e.g. board meetings, conference talks, webinars, infographic creation, peer-reviewed academic publications) and engage with key stakeholders (e.g. gambling operators, public health bodies, MPs, other charities).

\*Note that these are examples; we would look forward to hearing more ideas on what other deliverables could increase our impact (e.g. infographics, animations).

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<sup>8</sup>[https://www.begambleaware.org/sites/default/files/2021-08/20-001116-01%20Safer%20Gambling%20Synthesis%20report%20FINAL%20v5%20ICUO\\_090721\\_clean.pdf](https://www.begambleaware.org/sites/default/files/2021-08/20-001116-01%20Safer%20Gambling%20Synthesis%20report%20FINAL%20v5%20ICUO_090721_clean.pdf)

### Budget / Contract length

Bidders are expected to note that the programme is to be delivered over a two-year period and cost up to £286,000 excluding VAT (£343,200 including VAT), the breakdown can be found below.

What is it for?	When is the cost incurred?	
	Year 1: 2022/23	Year 2: 2023/24
Men's Prevention campaign monitoring research dips (excluding VAT)	C. £50,000 (2 waves)	C. £50,000 (2 waves)
Women's Prevention campaign monitoring research dips (excluding VAT)	C. £50,000 (2 waves)	C. £50,000 (2 waves)
Holistic campaign evaluation supplement	C. £30,000	C. £30,000
Contingency budget (10% of total)	C. £13,000	C. £13,000
<b>Total per year (excluding VAT)</b>	<b>Up to £143,000 (4 waves)</b>	<b>Up to £143,000 (4 waves)</b>
<b>Total per year (including VAT)</b>	<b>Up to £171,600 (4 waves)</b>	<b>Up to £171,600 (4 waves)</b>

## 2. Instructions to bidders

### Response format

We ask that bidders adhere to the word count that we have indicated within the question set, and to the order in which the information is requested to be set out. Please complete all sections and send the completed ITT response back to GambleAware as one submission in an electronic format (Word, PDF etc). Unless requested within a question, please do not include additional attachments.

### 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

All bidders who receive this ITT and intend to bid should **acknowledge receipt of ITT**, indicating whether they will or will not respond along with acceptance of standard terms attached in the appendix. Please reply by email to Dan Riley, Research Lead, at: [research@gambleaware.org](mailto:research@gambleaware.org) by **5pm on 4<sup>th</sup> March 2022**

Please title your e-mail response for this competition ***Safer Gambling Campaigns Evaluation***.  
Please note in order to allow for equal treatment of all bidders, late responses cannot be accepted.

### Clarification

A number of bidders have been invited to respond to this ITT. Any clarification given or extra information supplied by GambleAware will also be distributed to other bidders involved in the bid. **Clarification questions are permitted up to 5pm on 9 March 2022** – all clarification questions to be submitted to: Dan Riley, Research Lead, at: [research@gambleaware.org](mailto:research@gambleaware.org)

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

### Deadline for bid submissions

Bids must be submitted by **noon on 18th March 2022**.

### Timeline for this competition

Action	Date
ITT issued to bidders	<b>28/02/2022</b>
Bidders acknowledge receipt of ITT	<b>04/03/2022 at 5pm*</b>
Bidders submit clarification questions by	<b>09/03/2022 at 5pm</b>
Bidders submit ITT responses by	<b>18/03/2022 at 12pm noon</b>

Formal bidder evaluation completes by	<b>25/03/2022</b>
Scored presentation phase for shortlisted bidders	<b>12/04/2022</b> and <b>14/04/2022</b>
Preferred bidder notified	<b>w.c. 25/04/2022</b>

*\*Please note, all times are Greenwich Mean Time (GMT)*

### **Bidder details**

Bidders, please fill in the details below.

Organisation name	
Contact name	
Position	
Address	
Telephone number	
E-mail address	

### **Bidder's acceptance of terms**

Bidders, 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	
Printed	
Position	
Organisation	
Date	

**Please note: If you are not able to edit this PDF, please copy and paste “Bidder details” and “Bidder acceptance of terms” into a Word document, together with the responses to the questions in section 3 below.**

### 3. Competition selection process and questions for bidders

#### 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 “questions for bidders” section, as well as written acceptance of the terms and conditions set out in section 4.

#### 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.

Score/Score Description	
1	Did not substantively answer the question in any way
2	Answered the question but only partially
3	Answered the question adequately and displayed a good level of knowledge
4	Answered the question very well and setting out clear examples
5	A comprehensive answer that includes examples, goes further, and articulates real context and clarity

#### Outline of scoring element weighting

Scoring element	Weighting	Max score	Theme
Initial screening	Yes/No	N/A	Suitability
<b>Q1</b> – Ability to deliver	4	20	Delivery
<b>Q2</b> – Project team overview	5	25	Expertise
<b>Q3</b> – Strategic experience	4	20	Expertise
<b>Q4</b> – Innovation	4	20	Value-add
<b>Q5</b> – Overall cost model	5	25	Cost

#### Initial screening questions

Your response to this section will not be scored but bids will only be considered if this section is completed to ensure suitability and transparency. Desired answers are given in bold, but we understand that in some circumstances not all of these desired answers will be feasible given the expertise required.

Please confirm if your organisation...	Yes /No	Word limit	Extra information/evidence requested
Has an Equality, Diversity, and Inclusion Policy	Yes /No	150	Please set out how equality, diversity, and inclusion considerations inform day-to-day operations within your organisation (please include link to/copy of diversity and inclusion policy if available).
Has an external partner who can act as a “peer reviewer” for the yearly evaluation report summary	Yes/No	100	Please include name of external organisation and experience of suitable partners (e.g. academic, commercial, consortiums, lived experience networks). Please do not include individuals’ names.
Has any conflict of interests with GambleAware / the GambleAware team	Yes/No	100	Information on conflict of interests.
Conducts research on behalf of gambling operators	Yes/No	100	Information on any research conducted by the bidder on behalf of UK or international gambling operators.

### **Questions for bidders**

#### **Question 1 – Ability to deliver**

Please set out a robust methodological approach to the brief above given the requirements for the evaluation. Please use this section to demonstrate your understanding of the research aims and challenges, providing information such as:

- Typical timelines/project milestones.
- Sample outline (including information around the feasibility of excluding sample, such as if we were to require exclusions from the previous two or three waves of research).
- Models that may be applied to evaluate the campaign.

*Weighting 4*

*No more than 750 words*

#### **Question 2 – Project team overview**

Please set out the expertise of the project team in relation to this project. Please provide CVs of the key members of the project team along with their roles and responsibilities on this project, or the relevant Person Specification(s) for any key roles not yet filled.

*Weighting 5*

*No more than 750 words*

#### **Question 3 – Strategic experience**

Please outline your experience in providing a high level of strategic insight to inform the planning of future campaigns based on data and research findings that are obtained during the evaluation of a campaign. This section can be used to describe the impact of the insights from evaluations on future campaigns. In particular,

we would be interested in hearing about experience of evaluation public health/information campaigns in the third sector/charity sector.

*Weighting 4*

*No more than 750 words*

#### **Question 4 – Innovation**

Please set out your suggestions and/or case studies of any innovative methods, analyses, deliverables and/or third-party data sources that GambleAware could use to evaluate the impact of their campaigns on top of campaign monitoring. This section can also be used to mention how value could be added to the project within the “holistic campaign evaluation supplement” of which the current value is £30,000 per year. You can also use this section to outline how you would ensure that addressing inequalities can be put heart of these campaign evaluations, with a specific focus on extending the monitoring to key vulnerable and disadvantaged groups.

*Weighting 4*

*No more than 750 words*

#### **Question 5 – Overall cost model**

*Weighting 5*

Bidders are expected to note that the programme is to be delivered over a two-year period and cost up to £286,000 excluding VAT (£343,200 including VAT). The full breakdown can be found below:

What is it for?	When is the cost incurred?	
	Year 1: 2022/23	Year 2: 2023/24
Men’s Prevention campaign monitoring research dips (excluding VAT)	C. £50,000 (2 waves)	C. £50,000 (2 waves)
Women’s Prevention campaign monitoring research dips (excluding VAT)	C. £50,000 (2 waves)	C. £50,000 (2 waves)
Holistic campaign evaluation supplement	C. £30,000	C. £30,000
Contingency budget (10% of total)	C. £13,000	C. £13,000
<b>Total per year (excluding VAT)</b>	<b>Up to £143,000 (4 waves)</b>	<b>Up to £143,000 (4 waves)</b>
<b>Total per year (including VAT)</b>	<b>Up to £171,600 (4 waves)</b>	<b>Up to £171,600 (4 waves)</b>

Please outline the budget you would require for each of the activities mentioned below. The first two elements cover the basic campaign monitoring, whilst the rest are potential extra requests which would be taken from the “holistic campaign supplement” portion of the budget. It is recognised that although monitoring estimates



should be as accurate as possible, there is an understanding that estimates for the other elements may be less accurate due to a lack of information/scope.

In terms of a more detailed budget breakdown, upon agreement of terms the successful bidder will be required to produce a budget breakdown in GambleAware’s Budget and Reporting Template spreadsheet. This will be discussed during the kick-off meeting and completed within one month thereafter.

One wave of monitoring for the Men’s Prevention campaign (including reporting requirements outlined in points 1-4 in the outputs section).	£
One wave of monitoring for the Women’s Prevention campaign (including reporting requirements outlined in points 1-4 in the outputs section).	£
An Excel KPI document updated after each wave with the latest data across data sources.	£
Hosting/leading a holistic campaign evaluation session with involvement from all agencies working on the campaign.	£
Hosting/leading a “next steps” session with involvement from all agencies working on the campaign.	£
Authoring/leading a yearly peer-reviewed report for publishing that combines data and insights from GambleAware’s brand monitoring research, NGTS campaign monitoring, and the Safer Gambling campaign evaluation.	£
Authoring/leading a peer-reviewed report every two years for publishing that “rolls” the data from numerous waves of the Safer Gambling campaign evaluations among certain groups (e.g. those from specific ethnic minority backgrounds).	£
Authoring/leading a peer-reviewed synthesis report for publishing that combines all the research GambleAware has conducted on the Women’s campaign to date into one document (such as the <i>“Synthesis Report: The use of research in the Bet Regret campaign”</i> by Ipsos MORI).	£
Hosting a webinar (with an accompanying infographic) with a bespoke presentation that demonstrates the impact of GambleAware’s Safer Gambling campaign to wider stakeholders (e.g. gambling operators, public health bodies, MPs, other charities, lived experience networks).	£
<b>Total costs (incl. VAT)</b>	£

## 4. Terms and conditions

### Agreed terms

#### 1. Interpretation

The following definitions and rules of interpretation apply in this Agreement.

##### 1.1 Definitions

<b>"Agreement"</b>	means the agreement between GambleAware and the Supplier for the supply of the Services in accordance with the Project Key Terms, these Conditions and the Schedule.
<b>"Applicable Laws"</b>	means all applicable laws, statutes, and regulations from time to time in force in the territories where the Services and/or Deliverables are being provided or received.
<b>"Background Intellectual Property"</b>	means any Intellectual Property Rights owned or developed by, or on behalf of, a party other than those created or arising or obtained or developed in the course of or in connection with the Services.
<b>"Business Day"</b>	means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
<b>"Change Order"</b>	has the meaning given in clause 0.
<b>"Conditions"</b>	means these terms and conditions as set out in clause 1 (Interpretation) to clause 0 (Governing law and jurisdiction) (inclusive).
<b>"Confidential Information"</b>	has the meaning given in clause 0.
<b>"Data Protection Legislation"</b>	means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679) and the Data Protection Act 2018.  <b>"appropriate technical measures", "controller", "data subject", "personal data", "personal data breach", and "processing"</b> means as defined in the Data Protection Legislation.
<b>"EDI Laws"</b>	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.
<b>"Intellectual Property Rights"</b>	means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names,

rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, Confidential Information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

<b>"Key Personnel"</b>	means the individuals identified as key personnel in the Project Key Terms and/or Statement of Work or any replacement individuals appointed by the Supplier pursuant to clause 0 (Change in Key Personnel).
<b>"Mandatory Policies"</b>	means GambleAware's business policies, amended by notification to the Supplier from time to time.
<b>"Project Key Terms"</b>	means the Part 1 Project Key Terms appended to these Conditions.
<b>"Statement of Work"</b>	has the meaning given in clause 0.
<b>"VAT"</b>	value added tax chargeable under English law for the time being and any similar additional tax.

1.2 Clause, Schedules and paragraph headings shall not affect the interpretation of this Agreement.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 The Schedule forms part of the Conditions and shall have effect as if set out in full in the body of the Conditions. Any reference to the Conditions includes the Schedule.

1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.7 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.

1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.10 A reference to **writing** or **written** includes email but not fax.

1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.12 A reference to **this Agreement** or to any other agreement or document referred to in this Agreement is a reference of this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.

1.13 References to clauses and Schedule are to the clauses and Schedule of this Agreement and references to paragraphs are to paragraphs of the Schedule.

1.14 Any words following the terms **including, include, in particular, for example** 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.

## **2. Supplier's responsibilities**

2.1 The Supplier shall:

2.1.1 provide the Services and the Deliverables from the Commencement Date in accordance with the Project Key Terms, these Conditions and/or any applicable Statement of Work;

2.1.2 perform the Services and deliver the Deliverables with an appropriate level of care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;

2.1.3 ensure that any Deliverables, and all goods, materials, standards and techniques used in providing the Services are of the best quality and are free from defects in workmanship, installation and design;

2.1.4 ensure that the Services and any Deliverables specified by GambleAware conform in all material respects with the Project Key Terms, these Conditions and/or any applicable Statement of Work and that such Deliverables are fit for any purpose expressly made known to the Supplier by GambleAware;

2.1.5 co-operate with GambleAware in all matters relating to the Services, and comply with GambleAware's instructions and the Mandatory Policies;

2.1.6 if applicable, before the date on which the Services are to start, obtain and at all times, maintain during the Term, all necessary licences and consents and comply with all Applicable Laws in relation to the Services;

2.1.7 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 and shall promptly provide to GambleAware any information which GambleAware may reasonably request in order to satisfy itself that the Supplier has done so;

2.1.8 not subcontract its obligations under this Agreement without the prior written consent of GambleAware; and

2.1.9 observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of GambleAware's premises from time to time and that have been communicated to it under clause 0 (GambleAware notification of health and safety requirements).

## **3. GambleAware's obligations**

3.1 GambleAware shall:

3.1.1 co-operate with the Supplier in all matters relating to the Services;

3.1.2 if applicable, provide access to the GambleAware's premises and data and other facilities as may reasonably be requested by the Supplier and agreed in writing with GambleAware in advance, for the purposes of the Services;

3.1.3 provide such information, assistance and materials as the Supplier may reasonably request and is reasonably necessary for the purpose of providing the Services, including as required under the Project Key Terms, these Conditions and/or any applicable Statement of Work; and

3.1.4 inform the Supplier of all health and safety and security requirements that apply at GambleAware's premises which the Supplier will require access to.

#### **4. Statement of Work**

4.1 GambleAware may procure any further Services and/or Deliverables by agreeing a Statement of Work with the Supplier pursuant to this clause 4.

4.2 Any agreed Statement of Work shall follow the template set out in set out in schedule 1 of the agreement and any other specific terms agreed by the parties and/or required under this Agreement to be applicable to such Services and/or Deliverables to be provided by the Supplier under that Statement of Work.

4.3 The Supplier and GambleAware shall each retain a signed copy of each Statement of Work. Each Statement of Work shall be effective only after being signed by authorised representatives of the Supplier and GambleAware.

4.4 Where a Statement of Work contains a term regarding a process or the performance or scope of the Services which conflicts or is inconsistent with a term of this Agreement, the term of the Statement of Work shall prevail over the inconsistent or conflicting term of this Agreement and for all other conflicts or inconsistencies, this Agreement shall prevail over the Statement of Work.

4.5 Amendment to the Agreement in a Statement of Work shall only amend this Agreement in relation to that Statement of Work and shall not amend the terms of the Agreement overall unless expressly agreed in accordance with clause 18 (Variation and Waiver).

4.6 Each Statement of Work shall be part of this Agreement and shall not form a separate contract to it.

#### **5. Change control**

5.1 Either party may propose changes to the scope or execution of the Services, but no proposed changes shall come into effect until a relevant Change Order has been signed by both parties (or their authorised representatives). A **Change Order** shall be a document setting out the proposed changes and the effect those changes will have on: (i) the Services; (ii) the Charges; (iii) the timetable for the Services; and (iv) any terms of this Agreement.

5.2 If either party wishes to make a change to the Services the Supplier shall, within a reasonable time period, provide a draft Change Order to GambleAware.

#### **6. Charges and payment**

6.1 In consideration of the provision of the Services by the Supplier, GambleAware shall pay the Charges.

6.2 The Supplier shall submit invoices for the Charges at the intervals specified in Part 2 of the Project Key Terms and/or any applicable Statement of Work. If no intervals are so specified the Supplier shall invoice GambleAware at the end of each month for Services performed during that month.

6.3 GambleAware shall pay each invoice submitted to it by the Supplier within 30 days of the date of such invoice to a bank account nominated in writing by the Supplier.

6.4 All sums payable under this Agreement are exclusive of VAT and GambleAware shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a proper VAT invoice.

6.5 GambleAware may at any time without notice to the Supplier, set off any liability of GambleAware to the Supplier against any liability of the Supplier to GambleAware, whether either liability is present or future, liquidated or unliquidated.

6.6 Unless otherwise agreed in writing, the Charges shall be the only payment due to the Supplier. The Supplier shall only charge GambleAware for any additional fees, including third party fees and expenses, with the prior written consent of GambleAware.

6.7 If GambleAware fails to make a payment due to the Supplier under this Agreement by the due date, then, unless there is a genuine dispute between the parties which that payment relates to, without limiting the Supplier's remedies under clause 0 (Termination), GambleAware shall pay interest on the overdue sum from the due date until payment at the rate of 2% per annum above the UK base rate of the nominated bankers of the Supplier. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.

## 7. Key Personnel

7.1 Regarding any Key Personnel identified in the Project Key Terms and/or any Statement of Work, the Supplier shall:

7.1.1 use the Key Personnel in the provision of the Services;

7.1.2 ensure that the Key Personnel are appropriately skilled and experienced to carry out their obligations under this agreement;

7.1.3 ensure that the Key Personnel perform their obligations with due care and diligence, in a professional and ethical manner and in accordance with guidelines agreed from time to time between the parties;

7.1.4 if applicable, ensure that the Key Personnel remain independent from the gaming industry and gaming industry operators whilst undertaking the Project and will inform GambleAware, without delay if it believes that its independence has been or is likely to be compromised in any manner whatsoever, at any stage of the Project;

7.1.5 promptly inform GambleAware of the absence (or the anticipated absence) of any of the Key Personnel, and if so required by GambleAware, provide a suitably qualified replacement for such individual; and

7.1.6 not remove or replace any Key Personnel unless:

(A) requested to by GambleAware;

(B) the person concerned resigns, retires or dies or is on maternity or long-term sick leave;

(C) the person's employment or contractual arrangement with the Supplier is terminated for material breach of contract by the Supplier; or

(D) the Supplier obtains prior written consent from GambleAware.

7.2 If any individual appointed as Key Personnel are to be removed or replaced, the Supplier shall consult with GambleAware regarding the identity of a suitable replacement.

## 8. Project Management

8.1 Each party shall appoint a designated representative, who shall be the internal project managers (each a **Project Manager**).

8.2 The Supplier Project Manager shall have the responsibility for the overall progress of the Services and to whom all questions from GambleAware regarding the Agreement and/or any Statement of Work can be referred.

8.3 The Supplier agrees that the Supplier Project Manager shall attend meetings scheduled by the GambleAware Project Manager at reasonable intervals to advise on all matters relating to the Services. Such meetings shall be on-site, off-site or via conference call, as appropriate.

8.4 The Supplier shall to the extent possible, give GambleAware reasonable written notice of any proposed holiday or leave of absence to be taken by the Supplier Project Manager.

8.5 The Supplier agrees that the Supplier Project Manager shall not be replaced during the Term without notice to GambleAware, unless:

8.5.1 the appointed individual resigns from employment;

8.5.2 the contract of employment of the appointed individual is terminated; or

8.5.3 a written request to the Supplier is submitted by GambleAware to replace the appointed individual because they are performing unsatisfactorily or for any other reason.

8.6 If the individual appointed as the Supplier Project Manager is replaced, the Supplier shall consult with GambleAware regarding the identity of a suitable replacement.

## **9. Intellectual Property Rights**

9.1 Nothing in this Agreement shall affect the ownership of Intellectual Property Rights existing prior to the date of the commencement of the Services.

9.2 The Supplier hereby grants to GambleAware a perpetual, irrevocable, royalty-free, non-exclusive, non-transferable, sub-licensable licence to use all Background Intellectual Property belonging to the Supplier (if any) which exists prior to the date of commencement of the Services where this is relevant to, and to the extent necessary to, make use of the Intellectual Property Rights in relation to the Services and the Deliverables.

9.3 In using GambleAware's name and logo, the Supplier shall comply with all reasonable branding guidelines issued by GambleAware from time to time.

9.4 Subject to prior written consent (not to be unreasonably withheld), GambleAware shall grant to the Supplier a non-exclusive, non-assignable, royalty-free licence to use any Background Intellectual Property owned (or licensed) by GambleAware which is reasonably required for the performance of the Services. This licence shall expire automatically upon termination or expiry of this Agreement.

9.5 The Supplier hereby assigns by way of present assignment of future rights to GambleAware, with full title guarantee and free from all third-party rights, all Intellectual Property Rights in the Deliverables created by the Supplier.

9.6 The Supplier shall obtain waivers of all moral rights in the Deliverables created by the Supplier to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or similar provisions of law in any jurisdiction.

9.7 At its own expense the Supplier shall use all reasonable endeavours to procure that any necessary third party shall promptly execute and deliver documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement. You will obtain our prior written consent before you incorporate any third-party Intellectual Property Rights in the Services. Any such consent will be subject to you procuring for us from such third party such usage rights as are reasonably required for the Services. Any third-party licence shall be subject to GambleAware's prior written consent.

9.8 The Supplier warrants that the receipt and use of the Services and/or Deliverables by GambleAware shall not infringe the rights, including any Intellectual Property Rights, of any third party.

9.9 The Supplier shall on demand indemnify GambleAware against all liabilities, costs, expenses, damages and losses and all other reasonable professional costs and expenses suffered or incurred by GambleAware arising out of or in connection with any claim brought against GambleAware for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Services and/or Deliverables (excluding the GambleAware Background Intellectual Property).

## **10. Insurance**

During the Term the Supplier shall maintain in force, with a reputable insurance company, appropriate insurance cover to cover the liabilities that may arise under or in connection with this Agreement and shall produce to GambleAware on request the insurance certificate giving details of cover and the receipt for the current year's premium in respect of the insurance.

## **11. Compliance with laws and policies**

11.1 Each party shall comply with all Applicable Laws and shall not engage in any activity, practice or conduct in breach of any anti-bribery and/or anti-corruption laws including, but not limited to, the UK Bribery Act 2010.

11.2 In performing its obligations under the Agreement, the Supplier shall:

11.2.1 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 GambleAware immediately of any significant departure from such legislation, codes or recommendations;

11.2.2 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;

11.2.3 it has and shall keep in place adequate procedures for dealing with any conflicts of interest;

11.2.4 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force including, but not limited to, the Modern Slavery Act 2015;

11.2.5 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;

11.2.6 if applicable, include in contracts with its direct subcontractors and suppliers provisions which are at least as onerous as those set out in this clause 0;

11.2.7 notify GambleAware as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Agreement; and

11.2.8 maintain a complete set of records to trace the supply chain of all Services provided to GambleAware in connection with this Agreement; and permit GambleAware and its third party representatives to inspect the Supplier's premises, records, and to meet the Supplier's personnel to audit the Supplier's compliance with its obligations under this clause 0.

11.3 The Supplier represents and warrants that at the Commencement Date it not has been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or



enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.

11.4 GambleAware may terminate this Agreement with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of clause 0 (Modern Slavery Act 2015 compliance) or clause 0 (anti-slavery and anti-human trafficking warranty)

11.5 Each party shall cooperate and assist upon request by the other party with any and all dealing with any relevant regulatory authority and shall otherwise cooperate with any regulatory authority.

## **12. Data Protection**

12.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 12 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Data Protection Legislation.

12.1 Both parties shall comply with its applicable obligations under Data Protection Legislation if processing personal data (as those terms are defined under Data Protection Legislation) in relation to the Services.

12.3 Unless specifically agreed in writing between the parties, neither party shall provide or disclose any personal data to the other party in connection with the Services. For the avoidance of doubt, each party shall use all reasonable efforts to anonymise any personal data collected in connection with the Services in line with guidance on anonymisation produced by the Information Commissioner's Office before providing such data to the other party.

## **13. Confidentiality**

13.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customer, clients or suppliers or the other party, except as permitted by clause 0.

13.2 Each party may disclose the other party's Confidential Information:

13.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's Confidential Information comply with this clause 0; and

13.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.3 No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

13.4 The Supplier shall not make any media announcements regarding the Agreement, or otherwise publicise the Agreement, without the prior written authorisation of GambleAware.

13.5 The Supplier shall not publish any material referring to the Project or GambleAware without the prior written agreement of GambleAware. The Supplier shall acknowledge the support of GambleAware 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 GambleAware) shall include GambleAware's name and logo (or any future name or logo adopted by GambleAware) using the templates provided by GambleAware from time to time. GambleAware may acknowledge the Supplier's involvement in the Project as appropriate without prior notice.

## **14. Limitation of liability**

14.1 Nothing in this Agreement shall limit or exclude either party's liability for: (i) death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors; (ii) fraud or fraudulent misrepresentation; (iii) any other liability which cannot be limited or excluded by any Applicable Laws; and (iv) any indemnities given under this Agreement.

14.2 Subject to clause 0:

14.2.1 neither party to this Agreement shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any: (i) loss of profit; (ii) loss of goodwill; (iii) loss of business; (iv) loss of business opportunity; (v) loss of anticipated saving; or (vi) special, indirect or consequential damage or loss arising under or in connection with this Agreement; and

14.2.2 each party's total liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to twice (2x) the Charges paid and/or payable by GambleAware under this Agreement or [£10,000,] whichever is greater.

14.2.3 No amount awarded or agreed to be paid under the indemnity in clause 0 (IPR indemnity); or clause 12 (Data protection indemnity) shall count towards the cap on the Supplier's liability under clause 0.

14.4 The rights of GambleAware under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by the common law.

## **15. Termination**

15.1 GambleAware may terminate this Agreement on not less than thirty (30) days' written notice with no liability to make any further payment to the Supplier (other than in respect of any unpaid Charges in relation to the Deliverables delivered to GambleAware prior to notice of the termination and pursuant to clause 0, and Services rendered up until the date of termination).

15.2 Either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

15.2.1 the other party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 20 days after being notified in writing to do so;

15.2.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; and

15.2.3 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

15.3 Following the service of notice to terminate, the Supplier shall, at GambleAware's election continue to supply those Services at the same standard as specified in clause 0 until the termination of the Agreement.

15.4 On termination or expiry of the Agreement:

15.4.1 the Supplier shall immediately deliver to GambleAware all Deliverables (whether or not then complete);

15.4.2 GambleAware shall promptly pay any outstanding invoices properly issued by the Supplier;

15.4.3 each party shall immediately destroy or deliver to the other party all copies of all Confidential Information provide to the other party in connection with this Agreement; and

15.4.4 the following clauses shall continue in force: clause 1 (Interpretation); clause 9 (Intellectual Property Rights); clause 12 (Data Protection); clause 0 (Confidentiality); clause 0 (Limitation of Liability); clause 0 (Termination); clause 18 (Variation and Waiver); clause 0 (Severance); and clause 0 (Governing law and jurisdiction).

15.4.5 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

## 16. Force majeure

16.1 **Force Majeure Event** means any circumstance not within a party's reasonable control including, without limitation: (i) acts of God, flood, drought, earthquake or other natural disaster; (ii) epidemic or pandemic; (iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (iv) nuclear, chemical or biological contamination or sonic boom; (v) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; (vi) collapse of buildings, fire, explosion or accident; and (vii) interruption or failure of utility service.

16.2 Provided it has complied with clause 0, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations, including but not limited to, any obligations to make payments under this Agreement. The time for performance of such obligations shall be extended accordingly.

16.3 The Affected Party shall:

16.3.1 as soon as reasonably practicable after the start of the Force Majeure Event but no later than seven (7) days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under this Agreement; and

16.3.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

16.4 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than four (4) weeks, the party not affected by the Force Majeure Event may terminate this Agreement by giving seven (7) days' written notice to the Affected Party.

## 17. Assignment and other dealings

Neither party shall, without the other party's prior written consent, assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

## 18. Variation and Waiver

18.1 Subject to clause 5 (Change control), no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

18.2 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

18.3 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

18.4 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

## **19. Severance**

19.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

19.2 If any provision or part-provision of this Agreement is deemed deleted under clause 0 (Severance) the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

## **20. Entire agreement**

20.1 This Agreement constitutes the entire Agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

20.2 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 this Agreement.

20.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

## **21. No partnership or agency**

21.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

21.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

## **22. Third-party rights**

This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

## **23. Notices**

23.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:

23.1.1 delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office; or

23.1.2 sent by email to the following email addresses:

(A) GambleAware Project Manager email address, as set out in the Project Key Terms; and

(B) Supplier Project Manager email address, as set out in the Project Key Terms.

23.2 Any notice shall be deemed to have been received:

23.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address (or, if delivery is not in business hours, at 9.00am on the first Business Day following delivery);

23.2.2 if sent by pre-paid first-class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and

23.2.3 if sent by email: (i) at the time of transmission; or (ii) if this time falls outside business hours in the place of receipt, when business hours resume; or (iii) if the recipient has an automated "out of office" reply, at the time the out of office ceases to apply.

23.3 In this clause 0, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

23.4 This clause does not apply to the service of any proceedings or any documents in any legal action.

## **24. Counterparts**

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

## **25. Governing law and jurisdiction**

25.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

25.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

This Agreement has been entered into on the date stated at the beginning of it.

# Invitation to Tender

## Safer Gambling Campaigns Evaluation February 2022

**About GambleAware:**

GambleAware is an independent charity (Charity No. England & Wales 1093910, Scotland (SC049433) that champions a public health approach to preventing gambling harms. GambleAware is a commissioner of integrated prevention, education and treatment services on a national scale, with over £40 million of grant funding under active management.

For further information about the content of the report please contact [info@gambleaware.org](mailto:info@gambleaware.org)