

# Invitation to Tender

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## **National Gambling Treatment Service:**

Consultancy project – outcomes framework and delivery model development

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## 1. Introduction and specification for this competition

### Overview

GambleAware ('the charity') are looking to identify a supplier to develop an Outcomes Framework and Delivery Model to support the development and enhancement of the National Gambling Treatment Service (NGTS), informing future commissioning activity. The supplier will be expected to work collaboratively with the charity, the providers of the NGTS, and other key stakeholders (including co-commissioners and those with lived experience of gambling harms) to deliver this project.

The NGTS is a network of organisations working together across Britain to provide confidential treatment and support for anyone experiencing gambling-related harms, free at the point of delivery. It is jointly commissioned by NHS England 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.

Currently, the NGTS provides care for around 12,000 individuals each year, with over 40,000 people contacting the National Gambling Helpline for advice, support and signposting to specialist intervention. However, estimates suggest that approximately 0.7%-2.4% of the British adult population are considered 'problem gamblers' (those scoring 8 or more on the Problem Gambling Severity Index<sup>1</sup>), with many more thought to be affected by someone else's gambling. Therefore, the system needs to increase its capacity, and become more integrated and effective, to meet the potential demand for services and to ensure many more people get the help and support they need.

It is expected that this programme of work will inform the future design of the NGTS, enabling GambleAware and current and future co-commissioners (e.g. statutory sector commissioners) to facilitate the development and continuous improvement of coherent and effective pathways of care for those in need of treatment and support for gambling harms across each of the three nations of Britain. The ambition is to jointly commission alongside the statutory sectors in England, Scotland and Wales, and as such the Outcomes Framework and Delivery Model

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<sup>1</sup> See pages 11-12 for a full description of the PGSI measure:  
[https://www.begambleaware.org/sites/default/files/2021-06/Annual\\_GB\\_Treatment\\_and\\_Support\\_Survey\\_2020\\_report\\_%28FINAL%29\\_26.03.21.pdf](https://www.begambleaware.org/sites/default/files/2021-06/Annual_GB_Treatment_and_Support_Survey_2020_report_%28FINAL%29_26.03.21.pdf)

produced through this work must be relevant in each of the three nations and their differing health contexts.

The work is expected to be carried out between October 2021 and March 2022, enabling GambleAware to communicate its commissioning intentions to all stakeholders before the end of the current financial year.

### 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.

A clear need to strengthen and improve the existing treatment and support on offer was highlighted in GambleAware's Treatment Needs and Gap Analysis report<sup>2</sup>. The need to develop routes into treatment and reduce existing barriers to accessing help was also identified. To achieve this, coordinated action is required between a range of agencies and with community members and those representing communities of people who have lived experience of gambling harms. Whilst legislation for regulation is principally a matter for government, politicians and regulatory bodies, there is a need to empower individuals with appropriate support. Specifically, a whole-system approach is required, involving partnership with the NHS, public health agencies, local authorities, and the voluntary sector.

In consulting with the sector while developing the five-year strategy, there has emerged a clear need for GambleAware, and other organisations, to work together to:

- Improve awareness that gambling carries risk
- Reduce the stigma related to seeking help for gambling and gambling harms
- Improve the ability to identify and respond to those experiencing gambling harms
- Reduce inequality
- Develop an integrated, place-based, whole-system approach to treatment.

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<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>

In five years, the charity anticipates the successful implementation of this strategy will ensure these goals are achieved. A key measure of success will be that the NGTS is widely understood to represent a broad coalition of services and prevention activity that is commissioned and delivered cooperatively by the NHS, public health agencies, local authorities, and voluntary sector organisations.

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.

Implementation of this strategy occurs in the context of structural and situational change: there will be a need for flexibility in response to the COVID-19 pandemic, and the impact of the proposed changes to the NHS in England and the newly published proposals for the public health system must be built in<sup>3,4</sup>. The longer-term impact of the pandemic means both GambleAware and the wider system will have to plan for uncertainty, including in relation to the nature and landscape of statutory agencies<sup>5</sup>.

### About the 'National Gambling Treatment Service'

GambleAware currently holds grant agreements with six providers delivering NGTS services, with a further network sub-commissioned via GamCare as a lead provider, and further agreements for 'enabler' projects, for example data collation and analysis of annual treatment statistics with ViewItUK. Continuous improvement of these services is central to GambleAware's 5-year

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<sup>3</sup> Department of Health and Social Care (2021) Integration and innovation: working together to improve health and social care for all. Available from: <https://www.gov.uk/government/publications/working-together-to-improve-health-and-social-care-for-all/integration-andinnovation-working-together-to-improve-health-and-social-care-for-all-html-version> [accessed 24 March 2021]

<sup>4</sup> Department of Health and Social Care (2021) Transforming the public health system: reforming the public health system for the challenges of our times. Available from: <https://www.gov.uk/government/publications/transforming-the-public-health-system/transforming-the-publichealth-system-reforming-the-public-health-system-for-the-challenges-of-our-times> [accessed 24 March 2021]

<sup>5</sup> <https://www.england.nhs.uk/wp-content/uploads/2021/06/B0642-ics-design-framework-june-2021.pdf>

strategy as is significant growth and upscaling of treatment provision across GB through a whole system, collaborative approach.

These grant agreements come to an end during the 2022/23 financial year, which presents an opportunity to align services through new commissioning arrangements to ensure robust, accessible pathways of care. The overall aim is to ensure the NGTS is enabled to provide services across Great Britain that are evidence-based, effective, accessible, and ultimately produce better outcomes for those in need of treatment in relation to the harms which can arise from gambling.

***The National Gambling Helpline is operated by GamCare and offers:***

- Telephone and live chat support. The Helpline is available 24 hours a day, every day of the year. It can provide brief interventions and make referrals into other treatment options across the network.
- GamCare also offers a moderated online Forum and daily online group chatrooms to enable those affected by gambling problems to connect with others in similar situations, share their experience and support one another.

***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.

A separate tender process is currently underway to select a provider to deliver residential treatment for those presenting with gambling disorder and complex and comorbid substance

misuse or mental health conditions, which is expected to deliver services for up to 100 people per annum from January 2022.

### Scope of the NGTS

Services which fall within scope of the NGTS are defined by GambleAware as:

*Services commissioned by GambleAware (or co-commissioned e.g., alongside NHSE) to deliver a specialist intervention for adults and young people who meet the criteria for gambling disorder and their families in England, Scotland and Wales.*

There are three key definitions:

- **Specialist intervention** includes services delivered by a clinician or other worker requiring specialist training; for example, psychiatric intervention, counselling, CBT, residential rehabilitation. Information, advice-giving and signposting services (other than the National Gambling Helpline) are therefore not currently in scope of the NGTS.
- **Adults and young people** include adults aged 18+ and young people aged 16+ and their immediate families
- **Meet the criteria for gambling disorder** refers to those who are experiencing symptoms of gambling disorder which meet the criteria set out in either ICD-11<sup>6</sup> or DSM5<sup>7</sup>. This means that individuals may or may not have a clinical diagnosis of gambling disorder before they commence using a specific intervention or service.

### Evidence of need

The harms that arise from gambling are not distributed evenly across the GB population; and nor is the demand for treatment, support, and advice to help people manage those harms. The charity's knowledge in this area is limited to the whole population level but is growing. As a first step to inform GambleAware's commissioning, and to assist local and regional commissioners as well as service providers to respond to gambling harms in their local communities, GambleAware has worked with University College London to produce [a series of maps](#). These estimate prevalence of harm, and from 2021, levels of treatment and support demand. The figures are based across GB at a local level and are estimated using commissioned survey data. Alongside other sources of national and local data these maps are a useful contribution and starting point for strategic planning, both at a national and regional level. They can also act as a potential monitoring tool for identifying changes in gambling harms prevalence as well as take up of treatment, support and advice services over time.

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<sup>6</sup> <https://icd.who.int/browse11/l-m/en#/http%253a%252f%252fid.who.int%252fid%252fentity%252f1041487064>

<sup>7</sup> <https://www.psychiatry.org/patients-families/gambling-disorder/what-is-gambling-disorder>

Further key reports for context and existing evidence are:

- [An Evaluation of the GambleAware - Funded Treatment System \(GAFTS\)<sup>8</sup>](#)
- [2020 Treatment Needs and Gap Analysis Synthesis Report<sup>9</sup>](#)
- [Annual Statistics from the National Gambling Treatment Service 2019/20<sup>10</sup>](#)
- [GambleAware Organisational Strategy 2021-26 \(in particular, pages 34-35\)<sup>11</sup>](#)

### Specification of requirement for this competition

GambleAware wishes to procure consultancy support with the relevant knowledge and expertise to develop an Outcomes Framework and Delivery Model for the future National Gambling Treatment Service, supporting GambleAware and its stakeholders across Britain in future commissioning decisions, ensuring any future treatment system is based on client/patient needs.

### Expected activities and outputs

The expected activities and outputs from the programme of work will include but not be limited to:

- Desktop research
- Initial engagement with key stakeholders
- A series of workshops to facilitate coproduction
- Ongoing engagement and consultation with stakeholders

Outputs should include, but not be limited to:

- A clearly articulated Outcomes Framework and Delivery Model
- A proposed service blueprint, including principles and values in the form of a discussion paper for cross system consultation
- A clear implementation plan
- A written report (in word or pdf format) for GambleAware trustees and co-commissioners
- A written summary report (in word or pdf format) for current NGTS providers
- A complimentary PowerPoint deck for external audiences.

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<sup>8</sup> <https://www.begambleaware.org/sites/default/files/2020-12/ga-lbu-evaluation-phase-one.pdf>

<sup>9</sup> <https://www.begambleaware.org/sites/default/files/2020-12/treatment-needs-and-gap-analysis-in-great-britain-a-synthesis-of-findings1.pdf>

<sup>10</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>11</sup> [https://www.begambleaware.org/sites/default/files/2021-04/GambleAware\\_Organisational\\_Strategy\\_2021-26.pdf](https://www.begambleaware.org/sites/default/files/2021-04/GambleAware_Organisational_Strategy_2021-26.pdf)



## Expected Outcomes

The overall aim of this project is to produce an Outcomes Framework and Delivery Model for the National Gambling Treatment Service, in consultation with existing and potential providers, co-commissioners, and those with lived experience of gambling harms. It is expected that consultation and engagement will be an essential part of the process. The design should support the NGTS in being:

- Accessible
- Effective
- Desirable
- Evidence-based (and able to add to the evidence base)

It is expected that successful delivery of this project will support the following outcomes being realised during the lifetime of the charity's five-year strategy, 2021-26:

- There is good brand awareness for the National Gambling Treatment Service, and it is recognised as an umbrella term for a coordinated range of services co-commissioned by the statutory and third sectors in each of the three nations of Britain.
- The National Gambling Treatment Service will be recognised by the public as the 'go to' service for those seeking treatment for gambling disorder.
- Effective, co-commissioned treatment pathways will be in place across England, Scotland and Wales, recognising that different structures and systems are in place in each of the countries.
- People experiencing gambling harms will have access to a range of person-centred services – specifically, services that meet the identified needs of those experiencing gambling harms, demonstrated by service take-up from those currently under-represented in treatment.
- A greater proportion of those with gambling disorder will receive treatment.
- Outcome data will indicate that recovery is achieved and sustained for those treated by the National Gambling Treatment Service, at rates comparable to other addictions and behavioural problems.

## 2. Budget / Contract length

Bidders are asked to note that the programme is to be delivered between October 2021 and March 2022, and bids are expected to be between £75,000 to £95,000.

### 3. 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.

#### 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 return an *Acknowledgement of receipt of ITT* indicating their intention to respond along with acceptance of standard terms attached in the appendix. Please reply by email to [commissioning@gambleaware.org](mailto:commissioning@gambleaware.org) by **1 October 2021**

Please title your e-mail response for this competition:

***NGTS Outcomes Framework and Delivery Model***

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 the 1 October 2021 at midday – all clarification questions to be submitted to: [commissioning@gambleaware.org](mailto:commissioning@gambleaware.org)

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

#### Timeline for this Competition

Action	Date
ITT Issued to bidders	<b>27 August</b>
Bidders acknowledge receipt of ITT	<b>1 October</b>
Bidders submit ITT responses by midday on	<b>8 October</b>
Formal bidder evaluation completes by	<b>15 October</b>
Scored presentation phase for top 3	<b>19 October</b>

Formal award and contract finalisation	<b>20 October</b>
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#### Bidder Details

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

Please complete this section if this proposal is a **consortium arrangement**.

<b>A. Is your organisation proposing to undertake project activities itself? ('Yes' or 'No')</b>	
<b>B. Is your organisation proposing to have the role of a lead body with the intention of using third parties to provide some project activities (i.e. sub-contracting)? ('Yes' or 'No')</b>	
<b>C. Are you submitting this proposal as the lead body of a consortium? ('Yes' or 'No')</b>	
<b>D. If 'Yes' to 'C' above, please list all consortium members. ('or 'n/a' if not applicable)</b>	
<b>E. Have all consortium members listed in 'D' above agreed to enter into the consortium? ('Yes' or 'No', or 'n/a' if not applicable)</b>	

### Bidders 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	

## 4. 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 section has been allocated a weighting (importance) of 1 - 4; this weighting will be multiplied by a 1 - 5 score. By way of example, a section 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 section. The table below sets out how scores will be interpreted.

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

### Summary of Evaluation Scoring

Bidders to note: Quality of this 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 as such the overall cost submitted will be viewed within the context of the overall proposal and scores allocated accordingly.

<b>Mandatory question</b> Equality, Diversity, and Inclusion	No score
<b>Section 1</b> Project team expertise and experience	Quality
<b>Section 2</b> Organisation expertise and experience	Quality
<b>Section 3</b> Project aims and objectives	Quality
<b>Section 4</b> Delivery model & activities	Quality
<b>Section 5</b> Project governance and quality assurance	Quality
<b>Section 6</b> Monitoring	Quality
<b>Section 7</b> Lived Experience	Quality
<b>Section 8</b> Risk management	Quality
<b>Section 9</b> Overall cost model	Cost

## Questions Set for Bidder Response

### **Mandatory Question: Equality, Diversity, and Inclusion**

Gamble Aware wishes to ensure that *equality, diversity, and inclusion* are each at the heart of all our ways of working, both internally and through our commissioning activity. Please set out how equality, diversity and inclusion considerations inform day to day operations within your organisation and how they will be accurately monitored, and measured, and attach any policies, procedures, or details of activities to evidence this.

Your response to this section will not be scored but bids will only be considered if this section is completed, and the bidder will need to confirm to GambleAware that it will adhere to the obligations in respect of equality, diversity and inclusion contained in the draft contract supplied.

### **Section 1: Project team expertise and experience**

*Weighting 3, Word Limit: 100 words*

**Please describe the expertise of the project team in relation to this project.**

*Please provide CVs of the key members of the project team, or the relevant Person Specification(s) for any key roles not yet appointed to.*

### **Section 2: Organisation expertise and experience**

*Weighting 3, Word limit: 600 words*

**Please describe any experience or expertise the organisation has of delivering similar projects within the health and social care sectors, relevant to England, Scotland and Wales.**

**Section 3: Project aims and objectives***Weighting 4***What is the overall aim of the project?** *(Word limit: 25 words)**eg. 'To increase awareness of gambling harms amongst the general public'**or 'To improve practice of social services staff when working with a person at risk of gambling harms'***What are the objectives of the project?***These objectives should all contribute to the overall aim of the project. As a guide, we might expect between 2 and 6 project objectives.***Section 4: Delivery model and activities***Weighting 4, Word limit: 500 words***Please describe the delivery model and the activities that will be carried out in order to achieve the project aim and objectives. Please include a high-level delivery plan, including any key milestones***In addition to this written description, you may submit a delivery model diagram on a separate annexed document.***Section 5: Project governance and quality assurance***Weighting 2, Word limit: 200 words***Please describe the project governance and any project quality assurance processes**

- *Who is responsible for the day-to-day management of the project and who has project oversight and decision-making authority? Please detail any project boards or steering groups.*
- *What processes are in place to ensure the project is delivered to the required level of quality?*

**Section 6: Monitoring**

*Weighting 3, Word limit: 200 words*

**Please detail the plans for monitoring performance and impact, including what will be measured, and the mechanisms for collecting this information.**

**Section 7: Lived Experience**

*Weighting 3, Word limit: 100 words*

**How are those with lived experience of gambling harms involved in the development of the project?**

**Section 8: Risk management**

*Weighting 3*

**Please list the main risks to successful project delivery, and for each risk, the corresponding actions or processes in place to mitigate these risks. Please include a description of your processes for management of risk.**

**Section 9: Overall cost model***Weighting 4***What is the total budget for the project (excl. VAT)? Does VAT apply?****Please complete and submit the Project Proposal Annex A – Project Budget template alongside this Project Proposal document.**



## 5. Terms and Conditions

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.

## 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.

## Invitation to Tender

### **National Gambling Treatment Service:** Consultancy project – outcomes framework and delivery model development

August 2021

**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 this document please contact:  
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