

GambleAware[®]

keeping people safe from gambling harms

INVITATION TO TENDER

Building a GB Network of People with Lived Experience of Gambling Harms

Date: 13th October 2020

About GambleAware

GambleAware is an independent, grant-making charity commissioning prevention and treatment services across England, Scotland, and Wales in partnership with expert organisations and agencies, including the NHS, across three areas:

- Commissioning the National Gambling Treatment Service
- Producing public health campaigns on a national scale and providing practical support to local services
- Commissioning research and evaluation to improve knowledge of what works in prevention.

Regulated by the Charity Commission for England and Wales, and the Scottish Charity Regulator, GambleAware is wholly independent and has a framework agreement with the Gambling Commission to deliver the National Strategy to Reduce Gambling Harms within the context of arrangements based on voluntary donations from the gambling industry.

Specification of Requirement

GambleAware wishes to commission the design and creation of a GB-wide network of people with lived experience of gambling harms, that is delivered through consultation with people with lived experience. The network will set its own priorities and develop sufficient capacity, resource, and membership to be able to meaningfully participate in and influence national debate and policy making. Whatever form the network takes, from its inception it will be independent, representative, sustainable, accessible, diverse, and accountable.

There are already many dynamic organisations representing specific communities and individuals, but there is currently no network which is representative of *all* people with lived experience of gambling harms. There is also no process for convening the whole community of people who have experienced gambling harms, and consequently no unified, representative voice to inform policy, debate, discourse, and service and healthcare provision for those communities.

Background and Context

Gambling is a serious public health issue in Great Britain, with official statistics estimating that two million adults are experiencing some form of gambling harm, including 340,000 'problem gamblers'. [Research commissioned by GambleAware](#) indicates these estimates of gambling harm may be low. Gambling disorder is defined by the World Health Organisation (WHO) as an addictive behaviour with implications for mental health, and for some, gambling addiction can result in suicide.

Despite the prevalence of problems associated with gambling in Great Britain, one in two people with a gambling disorder have not accessed any treatment or support. This was highlighted in the first ever [GB Treatment Needs and Gap Analysis](#) research, commissioned by GambleAware, which also highlighted the barriers to accessing treatment and support including a lack of awareness of available services, social stigma and a reluctance to admit gambling problems to one's community and service and healthcare providers. Referred to as the 'hidden addiction', the outward signs of gambling disorder often go unnoticed by family and friends and are also largely 'hidden' from policymakers and health and advice professionals.

How GambleAware is addressing the issue

Gambling harms are best understood as matters of health and wellbeing, and keeping people safe from gambling harms requires a public health response, including:

- Primary prevention – universal promotion of a safer environment
- Secondary prevention – selective intervention for those who may be 'at risk'
- Tertiary prevention – direct support for those with gambling disorder or for those who may be directly affected.

Guided by this public health model, GambleAware commissions prevention and treatment services in England, Scotland, and Wales which is underpinned by research and evaluation. GambleAware works to ensure evidence-informed services are developed according to need within a robust and accountable system, and that funding is allocated efficiently and independently.

Effective prevention of gambling harms requires a coherent and co-ordinated 'whole systems approach' involving partnership with the NHS, public health agencies, local authorities, and voluntary sector organisations. This will ensure appropriate referral routes and care pathways are in place for individuals in need of support, including treatment, to receive the right intervention at the right time.

The value of this collaborative approach is acknowledged in the [NHS Mental Health Implementation Plan, 2019-24](#) (pp 40-41) in which GambleAware is recognised as an NHS England partner, in relation to the NHS commitment to opening 15 specialist problem gambling clinics in the next five years. In Scotland and Wales similar discussions are taking place between the NHS and GambleAware.

The current picture

Across Great Britain there are several networks representing specific communities of people with lived experience of harms associated with gambling. These include, for example, networks of people who have themselves used specialist gambling treatment services, and networks representing people affected by another person's gambling (often referred to as 'affected others'), including the families of people who have taken their lives because of problems associated with gambling.

These networks include registered charities, service providers, and groups that perform an advocacy and policy function. Some have very well-established links with the media, contribute regularly and influentially to the political landscape and discourse, and engage directly with MPs, while others are more grassroots, community-based, and/or informal. Some of these organisations provide services to people experiencing harms from their own gambling, including peer-to-peer support and counselling and education; others provide support for 'affected others', while some provide capacity building and training for workforces and other organisations.

Some of these organisations are well established with paid staff, community members and/or volunteers and good communication channels; some are registered charities and companies; others are nascent and emerging: this is a very dynamic landscape.

Invisible voices

The [Treatment Needs and Gap Analysis for Great Britain](#) commissioned by GambleAware has demonstrated the extent to which people experiencing gambling harms are invisible and do not have their needs met. It found that one in two people with gambling disorder have not accessed any treatment or support and, in addition, demonstrates that "the needs of specific groups (e.g. women, BAME [Black, Asian, and Minority Ethnic communities] and people from lower socioeconomic backgrounds) are not adequately met" (pp. 7). This is despite adults from a lower socioeconomic or ethnic minority background being more likely to be classified as experiencing some level of harm associated with gambling. In addition, communities of 'affected others', people affected indirectly by gambling harms, are underrepresented in discussions, yet 7% of the GB population identify as an 'affected other'.

These findings reflect the experience of individuals and organisations on the ground who have similarly identified several communities who are currently unable to participate in the discussion and debate, notably communities of women and BAME communities, who do not access service and healthcare provision, and are not represented by any organisation. A community-based, inclusive network with elected representatives would allow for participation of these less represented and underserved communities.

Work carried out to date

The first step in enabling the creation of a GB-wide inclusive network was to commission a short evidence review to identify 'what works' in developing engagement infrastructure in other sectors, which the gambling sector could potentially learn from. In the summer 2020, GambleAware published research undertaken by Kings College London: [Exploring "What Works" In Creating Infrastructures and Engagement Methods for People With Lived Experience within Public Health, Health And Social Care, and Addiction Research](#). Recommendations from the research include consideration of "developing a national level forum/network/infrastructure to facilitate PPIEP [Patient and Public Involvement,

Engagement and Participation] activity within the gambling sector and help to ensure the voices of people with lived experience of gambling-related harm are heard within research, education and treatment at every level of the gambling sector. This should be adequately resourced”.

The findings from this research were shared at a [Lived Experience Webinar](#) in August 2020, facilitated by members of the lived experience community, and this has also informed GambleAware’s understanding.

Throughout 2019-20, GambleAware has spoken with key stakeholders and representatives of existing organisations to listen to their ideas, develop communication channels, and explore the landscape of involvement of those with lived experience. These consultations have demonstrated significant support for the establishment of a network that represents *all* communities who have experienced gambling harms. Whilst there is a consensus amongst the people we have spoken with that a representative and inclusive network across England, Scotland, and Wales is needed and would add value, there is no consensus about *how* the network should be convened and established, and who should lead that process. As one of the few organisations who has funding to enable the establishment of such a network, GambleAware wishes to support the set up phase but to keep this work independent from the charity, with a view to the network achieving financial, operational and governance independence from GambleAware as soon as possible.

Expected outputs

The expected outputs of this project over an 18-month period are:

1. The development of a **model and approach** for creating a single, inclusive network for people with lived experience of gambling harms that is open to everyone across GB (England, Scotland, and Wales).
2. The **setup and establishment** of the network in line with the model and approach.

Model and approach

The model and approach should:

- Draw on the diverse views of the wide range of communities of people who have experienced gambling harms including those not currently represented by any existing group, network, or organisation.
- Be informed by the ‘what works’ evidence from academic, practice and grey literature, and by learning from other sectors.
- Be creative and innovative in addressing the specific opportunities and challenges of building an inclusive engagement infrastructure for people with experience of gambling harms.

And include, but not be limited to:

- Membership and governance arrangements
- Primary communication platforms (peer to peer and external)
- Short- and medium-term priorities for the network
- Key indicators for measuring implementation
- A project plan for implementation
- Options for longer term funding to ensure sustainability and independence

-
- An outline of how the model and approach has been developed.

Set up and establishment of a network

Until the model and approach have been developed it is not possible to state in detail at this stage what form the outputs will take. However, the expectation is that the network will be functioning sufficiently within 18 months so that anyone across GB with lived experience of gambling harms wishing to join the network can easily do so, and that there is something of value and benefit for them to engage in.

Budget

The total budget for this work is a band between £70,000 to £90,000 (excluding VAT).

Timeline

The timeline for delivering both outputs is up to 18 months from signing of contracts.

Instructions to Bidders

Response Format

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

Bidder Presentations

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

Submission of Response

All bidders who receive this ITT 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 commissioning@gambleaware.org.

Please title your e-mail response for this competition ***Building a GB Network of People with Lived Experience of Gambling Harms.***

Please note that to allow for equal treatment of all bidders, late responses cannot be accepted.

Clarification

This is an open tender process. 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 Friday 30th October at 5pm – and are to be submitted to: 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	Timing
ITT Issued	Tuesday 13 th October
Bidders information and engagement event	Wednesday 28 th October (1.30pm-3.00pm)
Submission of clarification questions	Friday 30 th October (5.00pm)
Bidders submit ITT responses	Tuesday 17th November (5.00pm)
Bids to be evaluated	Thursday 19 th & Friday 20 th November
Presentation phase for top 3/moderation	Wednesday 25 th November (1.30pm-5.30pm)
Formal award	Monday 30 th November
Contract finalisation and execution	Monday 21 st December
Project kick off meeting	Monday 11 th January 2021

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. **Important Note: As well as the scored questions to be answered bidders must submit an overall bid/proposal that sets out the whole methodology/approach, timing and cost to this requirement. This will not be scored but will form the basis of contractual discussion.**

The scoring methodology

Each question has been allocated a weighting (importance) of 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 x 5 = 20 for that question.

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, setting out clear examples
5	A comprehensive answer that includes examples, goes further, and articulates real context and clarity

Evaluation Summary of Scoring

Question	Weighting	Score (1-5)	Total (Weight score)
1. Experience	4		4-20

2. Methodology	4		4-20
3. Equality, Diversity, Inclusion	4		4-20
4. Key Indicators	3		3-15
5. Cost / Budget	2		2-10

Cost scoring: Bidders will be ranked in order of cost lowest to highest, with the lowest cost scoring the highest mark of 5 (x the weighting of 2); the second lowest cost will score 4 and so on through to zero. Bidders therefore who score less than 6th place would score zero for the cost component for this competition.

Gamble Aware Fixed Terms and Conditions

Please note: this standard template contains the fixed terms upon which GambleAware contracts and is simply for information: The actual contract that parties will enter into will of course contain specific and agreed aspects for this particular requirement and will be personalised to the winning bidder organisation.

Bidder Details

Organisation Name	
Contact Name	
Position	
Address	
Telephone	
Email Address	

Bidders Acceptance of terms

Bidders please sign below and copy and paste the following statement into your bid document confirming 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	

Question Set for Bidder Response

Mandatory Question: Equality, Diversity, and Inclusion (no score or weighting/not scored)

Gamble Aware wishes to ensure that equality, diversity, and inclusion is 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 (or individual work if you are not part of an organisation) 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.

(No word limit)

Question 1: Experience (weighting – 4)

1. Please outline your previous experience and expertise in building engagement infrastructure with marginalised and diverse groups, providing examples of where you have delivered positive impact, and any lessons learned.

2. Please provide mini biographies for the delivery team setting out the roles each person will play and their suitability for those roles.

(Up to 1000 words)

Question 2: Methodology (weighting – 4)

Please set out the approach and methodology you would take in a) designing the model and approach and b) setting up and establishing a GB network of people with lived experience of gambling harms including the key stages of the work, allocation of resource and timetable.

(Up to 1250 words)

Question 3: Equality, Diversity, Inclusion (weighting – 4)

How will you address issues of equality, diversity and inclusion, in both the design and delivery of the new network?

(Up to 500 words)

Question 4: Key Indicators (weighting – 3)

Please set out the Key Indicators you would use, with a rationale for each, for measuring a well-functioning and inclusive GB wide network of people with lived experience of gambling harms that could be used for both contract monitoring purposes and by the Network itself to determine effectiveness.

(Up to 500 words)

Question 5: Cost/Budget (weighting – 2)

The budget for this piece of work is £70,000 - to £90,000 (excluding VAT).

Please provide an outline budget in the table below. This should be driven by the key stages you have outlined in your proposal and the overall timeline detailing start and completion dates of each key phase.

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.

Activity/Output	Activity detail	Cost
Model & Approach	Days/resource/rate	
Network construction	Days/resource/rate	
VAT		
Total Bid Cost		

DATED

2020

SERVICES AGREEMENT

between

[SUPPLIER]

and

GAMBLEAWARE

in respect of

[NAME OF PROJECT]

CONTENTS

CLAUSE

1.	Interpretation.....	1
2.	Commencement and duration	4
3.	Services	4
4.	The Report.....	5
5.	Charges and payment	5
6.	Acknowledgment and publicity	6
7.	Publication	7
8.	Intellectual property rights.....	8
9.	Infringement	9
10.	Confidentiality	9
11.	Data protection.....	11
12.	Limitation of liability.....	11
13.	Warranties and indemnity	11
14.	Insurance	13
15.	Termination	13
16.	Assignment	16
17.	Waiver.....	16
18.	Notices	16
19.	No partnership or agency	16
20.	Contracts (Rights of Third Parties) Act 1999	16
21.	Counterpart.....	17
22.	Governing law and jurisdiction.....	17

SCHEDULE

Schedule 1	Project Timetable	18
Schedule 2	Payment Schedule	19
Schedule 3	Proposal	20

THIS AGREEMENT is dated **[DATE]**

PARTIES

- (1) **[FULL COMPANY NAME]** incorporated and registered in England and Wales with company number **[NUMBER]** whose registered office is at **[REGISTERED OFFICE ADDRESS]** (**Supplier**).
- (2) **GAMBLEAWARE**, incorporated and registered in England with company number 4384279 and charity number England & Wales 1093910, Scotland SC049433, whose registered office is at Pennine Place, 2a Charing Cross Rd, London WC2H 0HF.

BACKGROUND

GambleAware wishes to commission the Supplier to carry out the Services on the terms and conditions contained in this agreement.

AGREED TERMS

1. INTERPRETATION

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

1.1 Definitions

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Commencement Date: **[]**.

Confidential Information: has the meaning as set out in clause 10.1.

Deliverables: all Documents, products and materials developed by the Supplier or its agents, subcontractors, consultants and employees in relation to the Services in any form, including computer programs, data, reports and specifications (including drafts) and any deliverables specified in the Proposal.

Document: includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

Fee: the charges as set out in Schedule 2.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including Know-How and trade secrets) 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.

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.

Permitted Party: such persons to whom GambleAware has agreed in writing that the Supplier may disclose the Results.

Prohibited Act: means:

- (a) committing any offence:
 - (i) under legislation creating offences in respect of fraudulent acts; or
 - (ii) at common law in respect of fraudulent acts in relation to this agreement or any other contract with GambleAware; or
- (b) defrauding or attempting to defraud or conspiring to defraud t GambleAware.

Project: the research project [REDACTED], as set out and scoped in the Proposal.

Project End Date: [REDACTED] or such other date as agreed in writing between the parties.

Project Timetable: the proposed project timetable set out in Schedule 1 (or any other project timetable which may be agreed by the parties in writing from time to time).

Proposal: [REDACTED], a copy of which is annexed to Schedule 3.

Protection Notice: has the meaning set out in clause 7.3.

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

Research Confidentiality Period: the period commencing from the Commencement Date until end of the Review Period and any delayed publication period where a Protection Notice has been issued.

Researchers: the persons employed and/or appointed by the Supplier to perform the Services and any other party who engages in the Project.

Results: the results and/or any data or information arising from the Project.

Report: has the meaning set out in clause 3.3.

Report Delivery Date: the date on which the Report is delivered to GambleAware.

Review Period has the meaning set out in clause 7.1.

Services: the undertaking of the Project by the Supplier under the terms of this agreement together with any other services which the Supplier provides or agrees to provide to GambleAware.

VAT: value added tax chargeable under English law for the time being and any similar additional tax.

- 1.2 Clause, Schedule 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 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.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 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.
- 1.10 A reference to **writing** or **written** includes fax but not email.
- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.12 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.

- 1.13 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. COMMENCEMENT AND DURATION

- 2.1 The Supplier shall provide the Services to GambleAware on the terms and conditions of this agreement.
- 2.2 This agreement shall commence on the Commencement Date and shall continue unless terminated by either party pursuant to clause 15.

3. SERVICES

- 3.1 The Supplier shall provide the Services and deliver the Deliverables to GambleAware in accordance with:
- (a) the Proposal in all material respects;
 - (b) the timeframe set the Project Timetable.
- 3.2 If there is an inconsistency between any of the provisions of this agreement and the provisions of the Proposal, the provisions of this agreement shall prevail.
- 3.3 The Supplier shall prepare, and deliver to, GambleAware on or before the Project End Date, a report (in a format acceptable to GambleAware setting out its analysis of the Project and the Results (**Report**)).
- 3.4 The Supplier agrees and acknowledges that its obligations under this agreement shall only be completed when GambleAware confirms its satisfactory receipt of the Report pursuant to clause 4.
- 3.5 The Supplier shall:
- (a) ensure that the Researchers are appropriately skilled and experienced to carry out their obligations under this agreement;
 - (b) shall ensure that the Researchers 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;
 - (c) 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;

- (d) implement processes and policies which will protect the confidential nature of all data collected and processed in connection with the Project and shall, at all times, comply with all applicable data protection legislation.

4. THE REPORT

- 4.1 Within 20 Business Days of receipt of the Report Delivery Date, GambleAware shall notify the Supplier as to whether it:
 - (a) accepts the Report; or
 - (b) requires changes to the Report and/or further work to be carried out. If the changes to the Report and/or further work is required, then the parties shall agree an extension to the Project End Date.
- 4.2 For the avoidance of doubt if GambleAware does not send a notification to the Supplier pursuant to clause 4.1 within 20 Business Days of receipt of the Report, GambleAware shall be deemed to have accepted the Report.
- 4.3 The Report shall be written to professional proofreading standards.

5. CHARGES AND PAYMENT

- 5.1 In consideration of the provision of the Services by the Supplier, GambleAware shall pay the Fee to the Supplier.
- 5.2 The Fee shall be paid in instalments in accordance with the Payment Timetable.
- 5.3 On the relevant date set out on the Payment Timetable, the Supplier shall invoice GambleAware for the charges that are then payable, together with any applicable VAT.
- 5.4 All payments to be made by GambleAware under this agreement are stated exclusive of VAT which shall be paid by GambleAware at the rate and from time to time in the manner prescribed by law.
- 5.5 Subject to clause 5.6, GambleAware shall pay each invoice submitted to it by the Supplier within 60 days of receipt to a bank account nominated in writing by the Supplier.
- 5.6 In the event that GambleAware in its reasonable opinion considers that the Supplier has not properly performed its obligations under this agreement it shall serve the Supplier with written notice specifying the defects in performance and the steps it reasonably requires the Supplier to undertake in order to rectify such defects. In such circumstances GambleAware shall be

entitled to defer payment of such proportion of the charges as is reasonable (taking into account the nature and extent of the defects alleged and all other relevant circumstances) until such time as the Supplier has rectified the specified defects to GambleAware's reasonable satisfaction.

- 5.7 GambleAware may retain or set off any sums owed to it by the Supplier which have fallen due and payable against any sums due to the Supplier under this agreement or any other agreement pursuant to which the Supplier provides goods or services to GambleAware.
- 5.8 The Supplier shall make any payments due to GambleAware without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

6. ACKNOWLEDGMENT AND PUBLICITY

- 6.1 If the Supplier refers to the Project in its annual report and accounts, it shall include an acknowledgement that GambleAware was the person who commissioned the Supplier to undertake the Project.
- 6.2 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.
- 6.3 In using GambleAware's name and logo, the Supplier shall comply with all reasonable branding guidelines issued by GambleAware from time to time.
- 6.4 The Supplier agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by GambleAware.
- 6.5 GambleAware may acknowledge the Supplier's involvement in the Project as appropriate without prior notice.
- 6.6 The Supplier shall comply with all reasonable requests from GambleAware to facilitate visits, provide reports, statistics, photographs and case studies that will assist GambleAware in its promotional and fundraising activities relating to the Project.
- 6.7 The Supplier shall not (and shall ensure that its Related Persons shall not without the prior written consent of GambleAware during the Research Confidentiality Period:

- (a) 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
 - (b) issue any press release or announcement referring to the Project or concerning any data and information resulting from or arising from the Project.
- 6.8 The parties shall agree a media protocol for each party to follow for the purpose of handling press and media enquiries in respect of the Project.
- 6.9 GambleAware agrees to provide reasonable assistance to the Supplier to deal with all press/media enquiries in respect of the Project. Such assistance shall include (but not be limited to):
 - (a) providing the Supplier with access to GambleAware's press office;
 - (b) providing the Supplier with approved wording to be inserted into a formal press release in response to press/media queries.

7. PUBLICATION

- 7.1 The Supplier shall refrain, and shall ensure that its Related Persons shall refrain, from publishing any Results (or any material incorporating any Results) prior to and for a period of three (3) months from the Report Delivery Date (**Review Period**).
- 7.2 After the Review Period:
 - (a) the Supplier will discuss with GambleAware its strategy for publication before it (or any of its Related Persons) publishes any Results (or any material incorporating any Results); and
 - (b) the Supplier will submit to GambleAware, in writing, details of any proposed publication containing any Results that it or any Related Person intends to publish.
- 7.3 Within 30 days of receiving a notice from the Supplier pursuant to 7.2(b), GambleAware may give a written notice to the Supplier (**Protection Notice**) requiring that the Supplier to delay the proposed publication for a maximum of six (6) month(s) after receipt of the Protection Notice, if, in GambleAware's reasonable opinion:
 - (a) that delay is necessary in order to:
 - (i) seek patent or other protection for any of the Results that are to be published; and/or
 - (ii) prevent the publication of any of GambleAware's Confidential Information; and/or

- (b) the proposed publication will negatively affect, conflict with or prejudice this agreement or the objectives of the Project.
- 7.4 Upon receiving a Protection Notice the Supplier shall refrain (and procure that its Related Persons refrain) from making the proposed publication for the period requested in the Protection Notice.
- 7.5 For the avoidance of doubt, GambleAware must give the Protection Notice within 30 days after GambleAware receives written notice of the proposed publication from The Supplier. If The Supplier does not receive a Confidentiality Notice within that period, it or the relevant Related Person may proceed with the proposed publication.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 GambleAware and the Supplier 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 GambleAware or the Supplier before the Commencement Date shall remain the property of that party.
- 8.2 Where GambleAware has provided the Supplier with any of its pre-existing Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Supplier shall (unless otherwise agreed with GambleAware in writing), 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 GambleAware.
- 8.3 The Supplier hereby assigns to GambleAware, with full title guarantee, all rights in and to any Intellectual Property in, or created by, or arising from, the Results for the full duration of such rights, wherever in the world enforceable, and shall procure such an assignment from the each of the Researchers. The Supplier agrees to execute (or procure that the Researchers executes) all documents and assignments and do all such things as may be necessary to perfect GambleAware's title to the Intellectual Property or to register GambleAware as the owner of any relevant registrable rights.
- 8.4 The Supplier confirms that GambleAware shall have all rights of development, promotion, marketing, manufacture, distribution, exploitation and dealing in relation to Results and the Intellectual Property created by, or arising from, the Results.
- 8.5 The Supplier agrees that the assignment of rights under this clause 8 shall in no way impose on GambleAware an obligation to protect, enforce, exploit or make use of any such rights.

- 8.6 To the full extent permissible by applicable laws, the Supplier shall procure waivers of moral rights arising as a result of the Project and/or the Results from any of the Researchers or any other party it shall engage in connection with the Project.
- 8.7 For the avoidance of doubt, GambleAware has the right to sub-license, assign and otherwise transfer the rights assigned and granted to it by the Supplier under clause 8.3 and clause 8.4.
- 8.8 The Supplier shall not take any actions which shall prejudice:
- (a) the continued existence of any Intellectual Property created or arising from the Project and/or the Results;
 - (b) the validity of the assignments in clause 8.3 and clause 8.4;
 - (c) GambleAware's ownership of any Intellectual Property created or arising from the Project and/or the Results.
- 8.9 [GambleAware hereby grants to the Supplier with effect from the day after the end of the Research Confidentiality Period, a [non-exclusive], [perpetual], [irrevocable], [royalty free] licence to use the Report and the Results for the purpose of [SET OUT PURPOSE ie. academic research and academic publication only]].

[OR]

[GambleAware agrees and acknowledges that the Supplier shall be permitted:

- (a) to produce marketing materials to promote its role in the Project;
- (b) to use excerpts from the Report on its website and in its marketing materials for the purpose of marketing/promotion of the Supplier's business.]

9. INFRINGEMENT

The Supplier shall immediately give notice in writing to GambleAware of any challenge to the Intellectual Property in the Project and/or the Results or any inadvertent disclosure or unauthorised use of such Intellectual Property or know-how which comes to its knowledge. The Supplier shall give such assistance as is reasonably requested by GambleAware (at the Supplier's expense) to assist GambleAware in the prevention of any such infringement, challenge or unauthorised use. The Supplier shall not institute any legal proceedings in relation to same without GambleAware's prior written consent.

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 Intellectual Property Rights or Know-How or other business, technical or commercial information of the other party disclosed to it as a result of the agreement (**Confidential Information**) and shall not disclose the same to any person save:
- (a) to the extent necessary to perform its obligations in accordance with the terms of this agreement;
 - (b) as expressly authorised in writing by the other party; or
 - (c) 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 Supplier shall during Research Confidentiality Period and thereafter keep secret and confidential [the nature of the Project, the fact that it is carrying out the Project and] the Results, and shall not disclose the same to any person save:
- (a) to the extent necessary to perform its obligations in accordance with the terms of this agreement;
 - (b) where such disclosure is to a Permitted Party; or
 - (c) as expressly authorised in writing by the other party;
 - (d) as permitted pursuant to clause 8.9; or
 - (e) 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 Research Confidentiality Period the Supplier may not disclose (except to a Permitted Party) any Results to any of its Related Persons unless such persons are actively working on the Project.
- 10.4 The Supplier shall procure that the obligations in clause 10.1 and 10.2 are observed by its employees, officers and agents and by any other party retained by the Supplier including the Researchers and any other party who engages in the Project at the instigation of the Supplier.
- 10.5 The Supplier shall notify GambleAware immediately if it becomes aware of any disclosure in breach of the obligations in this clause 10. At the request of GambleAware, the Supplier shall (at its own cost) take all such steps as are necessary to prevent further disclosure.

- 10.6 The obligations 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:
- (a) 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;
 - (b) 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;
 - (c) 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.
- 10.7 The provisions of this clause 10 shall be deemed effective from the date first contact was established between the parties with respect to the Project.

11. DATA PROTECTION

- 11.1 The Supplier shall (and shall procure that any of its Researchers shall):
- 1.1.1 comply with any notification requirements under the General Data Protection Regulation (EU) 2016/679 adopted by the European Parliament on 14 April 2016; and
 - 1.1.2 duly observe all their obligations under the Data Protection Regulations, which arise in connection with the agreement.

12. LIMITATION OF LIABILITY

- 12.1 GambleAware accepts no liability for any consequences, whether direct or indirect, that may come about from the Supplier's performance of the Services. The Supplier shall indemnify and hold harmless GambleAware, 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 Supplier in relation to the Services, the non-fulfilment of obligations of the Supplier under this agreement or its obligations to third parties.
- 12.2 Subject to clause 12.1, GambleAware's liability under this agreement is limited to the payment of the Fee.

13. WARRANTIES AND INDEMNITY

The Supplier warrants, undertakes and agrees that:

- (a) it has full power and authority under its constitution, has taken all necessary action and has obtained all authorisations, licences, consents and approvals to execute and perform this agreement;
- (b) each of the Researchers has suitable experience and expertise to carry out their roles in the Project;
- (c) the project manager and/or the lead researcher appointed to the Project has suitable experience and expertise to oversee and manage the relevant Project;
- (d) all information set out in the Proposal is to the best of its knowledge complete and accurate;
- (e) it has all necessary resources and expertise to deliver the Project;
- (f) it has not committed, nor shall it commit, any Prohibited Act;
- (g) 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 GambleAware immediately of any significant departure from such legislation, codes or recommendations;
- (h) 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;
- (i) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (j) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (k) all financial and other information concerning the Supplier which has been disclosed to GambleAware is to the best of its knowledge and belief, true and accurate;
- (l) 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 under this agreement;
- (m) it is not aware of anything in its own affairs, which it has not disclosed to GambleAware or any of GambleAware 's advisers, which might reasonably have influenced the decision of GambleAware to commission the Supplier to carry out the Project;
- (n) since the date of its last accounts there has been no material change in its financial position or prospects;

- (o) that it has not, prior to the Commencement Date, entered into any agreement, arrangement, joint venture, collaboration, competitive project or other dealing with any other person or body which would or might affect, conflict with or prejudice this agreement or the rights of the Company under it, or which would or might prejudice the general objectives of the Project, and that none of its employees, officers, agents or other persons engaged in the Project (including, without limitation, the Researchers) has done so;
- (p) the Project is achievable within the timeframe set out in the Project Timetable;
- (q) all information set out in the Work Schedule is complete and accurate and achievable within the timeframe set out in the Project Timetable;
- (r) all data and reports provided by the Supplier to GambleAware will be complete and accurate save to the extent that any incompleteness or inaccuracy results from the incompleteness or inaccuracy of the data supplied to the Supplier; and
- (s) it owns absolutely (and shall, where necessary, obtain appropriate assignments to it and waivers in favour of it) all the rights in and in relation to the Intellectual Property created or arising from the Project.

13.2 The Supplier shall indemnify GambleAware against all losses, damages, liabilities and expenses (including legal expenses) incurred by GambleAware as a result of any claim that the use of the Intellectual Property created or arising from the Project and/or the Results infringes any Intellectual Property belonging to a third party.

14. INSURANCE

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

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

15. TERMINATION

15.1 Either party may terminate this agreement on giving the other party not less than three months' written notice.

15.2 GambleAware may terminate this agreement immediately by written notice:

- (a) if it becomes aware that the Supplier is conducting any other work (either independently or for a third party) which GambleAware

reasonably believes will negatively affect, conflict with or prejudice this agreement or the objectives of the Project; and/or

- (b) there is any interference from the gambling industry that seeks to undermine the independence and objectivity of the Project.

15.3 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

- (a) 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 14 days after being notified in writing to do so;
- (b) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors;
- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company);
- (f) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);
- (g) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (h) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;

- (i) the other party (being an individual) is the subject of a bankruptcy petition or order;
- (j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- (k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 15.3(c) to clause 15.3(j) (inclusive);
- (l) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (m) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation; or
- (n) there is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010).

15.4 On termination of this agreement:

- (a) the Supplier shall immediately and at its own expense, safely return to GambleAware all property and information of GambleAware then in its possession or control.
- (b) GambleAware shall pay the Supplier for costs spent to the date of termination (and also for non-cancellable committed costs) provided that the Supplier promptly provides to GambleAware valid copies of receipts for such costs (and other supporting documentation that GambleAware may reasonably request); and
- (c) the Supplier shall repay to GambleAware any part of the Fee it has received under this agreement for work for which monies have been received but not yet expended or irrevocably committed.

15.5 Termination shall be without prejudice to the accrued rights of either party at the termination date. The obligations set out in the following clauses shall survive termination of this agreement, however arising:

- (a) clause 6 (Acknowledgment And Publicity);
- (b) clause 7 (Publication);
- (c) clause 8 (Intellectual Property Rights);
- (d) clause 9 (Infringement);
- (e) clause 10 (Confidentiality);

- (f) clause 11 (Data protection);
- (g) clause 12 (Limitation of liability); and
- (h) clause 22 (Governing law and jurisdiction).

15.6 Upon termination of this agreement, GambleAware shall be allowed to commission a third party to complete the Project.

16. ASSIGNMENT

16.1 The Supplier may not, without the prior written consent of GambleAware or as contemplated by the parties as part of the Project, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this agreement.

16.2 GambleAware may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this agreement, provided that GambleAware gives prior written notice of such dealing to the Supplier.

17. WAIVER

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.

18. NOTICES

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.

19. NO PARTNERSHIP OR AGENCY

This agreement shall not create any partnership or joint venture between GambleAware and the Supplier, 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.

20. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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. COUNTERPART

- 21.1 This deed 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.
- 21.2 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.
- 21.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

22. GOVERNING LAW AND JURISDICTION

This agreement shall be governed by and construed in accordance with the law of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the English and Welsh courts.

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

Schedule 1 Project Timetable

Milestone/Action	Date
[Milestone]	[DATE]
	[DATE]
	[DATE]
	[DATE]
Project End Date	[DATE]

Schedule 3 Proposal

[A copy of the Proposal to be annexed to this Schedule]

Signed by

.....

for and on behalf of
GAMBLEAWARE

Signed by

.....

for and on behalf of
GAMBLEAWARE

Signed by

.....

for and on behalf of
[SUPPLIER]