

AWARD TERMS

1 PARTICULARS

- 1.1 Funder Gamble Aware (Company Number 4384279) (Charity Number – England & Wales 1093910) (Charity Number – Scotland SC049433) whose registered office is at Pennine Place, 2a Charing Cross Road, London, WC2H 0HF. “**Funder**”
- 1.2 Project Title: [] as further set out in clause 2.2 “**Project**”
- 1.3 Awarding Party: University of Bristol (exempt charity with Royal Charter number RC000648) whose registered office is Beacon House, Queen’s Road, Bristol, BS8 1QU “**UoB**”
- 1.4 UoB Ref: []
- 1.5 Awardee: [] “**Awardee**”
- 1.6 Start Date: [] “**Start Date**”
- 1.7 End Date: [] “**End Date**”

2 PROJECT & MONITORING

- 2.1 This agreement is between (1) UoB and (2) the Awardee.
- 2.2 The Awardee shall perform the Project, which is defined, and its purpose set out, **Part A, Schedule 1** of this Agreement.
- 2.3 The Awardee shall use the Grant (as defined in clause 3.1) solely for the purpose of carrying out the Project in accordance with the terms of this Agreement.
- 2.4 The Awardee shall not make any changes to the Project without UoB’s prior written consent.
- 2.5 The Awardee shall not apply for or receive or accept any duplicate funding in relation to this Project.
- 2.6 The Awardee shall complete the “**Monitoring Form**” (being the form in materially the same form as set out in Schedule 3 as amended from time to time) and delivery to completed form to gambling-harms@bristol.ac.uk by the 30th November, 28th February and 31st May each year for the duration of Term (defined in clause 7.1).
- 2.7 The Awardee shall at all times comply with the conditions detailed in clause 3.5.

3 FUNDING

- 3.1 Subject to clause 9.2 and the remaining provisions of this clause UoB shall pay the **Grant** (herein defined as the monies detailed in Schedule 2) to the Awardee in accordance with the terms and schedule (if any) specified in Schedule 2.
- 3.2 The Grant may not be vired between budget headings without the prior written approval of UoB.

- 3.3 Any unspent funds must remain in the account and cannot be used for any other purpose without the prior written agreement of UoB, any unspent and/or mis-spent amount and/or amounts transferred to the Awardee in error must be repaid immediately. For the avoidance of doubt there will be no additional funding available nor can the Grant be used after the End Date.
- 3.5 UoB's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to UoB's other rights and remedies, UoB may in its absolute discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:
- 3.5.1 either UoB's and/or Funder's funding for the Project is withdrawn, terminated, reduced or becomes unavailable for any reason;
 - 3.5.2 the Awardee uses the Grant for purposes other than those for which they have been awarded;
 - 3.5.3 the delivery of the Project does not start within 1 month of the Start Date and the Awardee has failed to provide UoB with a reasonable explanation for the delay;
 - 3.5.4 UoB considers that the Awardee has not made satisfactory progress with the delivery of the Project;
 - 3.5.5 the Awardee is, in the reasonable opinion of UoB, delivering the Project in a negligent manner;
 - 3.5.6 the Awardee obtains duplicate funding from a third party for the Project;
 - 3.5.7 the Awardee obtains funding from a third party which, in the reasonable opinion of the UoB and/or the Funder, undertakes activities that are likely to bring the reputation of the Project or UoB and/or Funder into disrepute;
 - 3.5.8 the Awardee provides UoB with any materially misleading or inaccurate information;
 - 3.5.9 the Awardee commits or committed a **Prohibited Act** (defined at clause 10.3.6);
 - 3.5.10 if the Awardee 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 Awarding Party and/or the Funder, bring or are likely to bring the Awarding Party and/or the Funder's name or reputation into disrepute;
 - 3.5.11 the Awardee 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);
 - 3.5.12 the Awardee 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;
 - 3.5.13 the Awardee 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;

- 3.5.14 the Awardee fails to comply with the provisions of clause 2.6; or
- 3.5.15 the Awardee does not 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 Awarding Party and shall promptly provide to the Awarding Party and/or the Funder any information which the Awarding Party and/or the Funder may reasonably request in order to satisfy itself that the Awardee has done so;
- 3.6 UoB may retain or set off any sums owed to it by the Awardee which have fallen due and payable against any sums due to the Awardee under this Agreement.
- 3.7 The Awardee shall make any payments due to UoB on demand and without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 3.8 Should the Awardee 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 UoB as soon as possible so that, if possible, and without creating any legal obligation, UoB will have an opportunity to provide assistance in resolving the problem or to take action to protect UoB and/or the Funder and the Grant monies

4 INTELLECTUAL PROPERTY

- 4.1 For the purpose of this Award “**Intellectual Property**” shall mean 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**” shall mean : information, data, know-how, methodology, 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.
- 4.2 Nothing in this Award shall affect the ownership of any “**Background Intellectual Property**” (being any Intellectual Property owned or controlled by a Party prior to the commencement of the Project or generated by a Party during the Term (as defined in clause 7.1) of this Agreement but developed outside of the Project) used in the implementation of the Project.
- 4.3 The Awardee shall own all Intellectual Property created pursuant to this Agreement.
- 4.4 Th Awardee shall grant:
- 4.4.1 UoB a non-exclusive, perpetual, irrevocable, royalty free, worldwide licence, non-transferable, non-sub-licensable licence to any Intellectual Property and results created during this Project for teaching and academic purposes; and
- 4.4.2 the Funder (where requested to do so) a non-exclusive, perpetual, irrevocable, royalty free, worldwide licence to the Intellectual Property created during this Project for internal purposes.

4.5 The Awardee warrants that insofar as they are reasonably aware the use of any Intellectual Property rights granted under this Agreement does not infringe the rights of any third party.

5 PUBLICATION

5.1 The Project will form part of the actual carrying out of a primary charitable purpose of the Awardee; that is, the advancement of education through teaching and research. For the purpose of this Agreement “**Academic Publication**” shall mean: the publication of an abstract, article or paper in a journal or an electronic repository, or its presentation at a conference or seminar.

5.2 Any publications/presentations (including but not limited to Academic Publication) (“**Publication**”) by the Awardee shall be strictly in accordance with the terms of this Agreement. Where a Publication:

5.2.1 contains Funder Confidential Information (as defined in clause 6.2) then the process at clause 5.3 shall be followed; and

5.2.2 does not contain Funder Confidential Information the process at clause 5.4 shall be followed.

The Awardee shall be permitted following the procedures laid down in Clauses 5.3 or 5.4, to publish the results of the Project which can include but is not limited to Academic Publications, which were obtained during the Project SAVE THAT in neither case may the Awardee publish UoB’s Confidential Information

5.3 Where the intended Publication contains Funder Confidential Information the Awardee shall submit the material intended for publication/presentation to UoB in writing not less than 40 (forty) days in advance of the submission for publication. The Awardee may be required to delay submission for publication if in UoB opinion (acting on behalf of the Funder) such delay is necessary in order UoB (acting on behalf of the Funder) to request modifications to the Academic Publications in order to protect any Confidential Information. Any delay imposed as a result of a requirement shall not last longer than is absolutely necessary; and therefore, shall not exceed 40 (forty) days from the date of receipt of the material by UoB (“**Requisite Time**”). If the Awardee has not received any response requesting a delay in publication/presentation within the Requisite Time, then the Awardee shall be free to assume that UoB (acting on behalf of the Funder) has no objection to the publication/presentation (including but not limited to the Academic Publication).

5.4 Where the intended Publication does not contain Funder Confidential Information the Awardee shall use reasonable endeavours to submit the material intended for publication/presentation to UoB in writing in advance of the submission for publication. Where such a submission is not practical or possible then the Awardee must submit a copy of the Publication to UoB within 10 working days of the publication/presentation date (who will in turn submit a copy to the Funder). For the avoidance of doubt consent is not required where the Publication does not contain Funder Confidential Information.

6 CONFIDENTIALITY

6.1 Subject to clause 5.3 each Party shall not disclose any Confidential Information (defined at clause 6.2) to any Third Party and SAVE THAT each Party may disclose the Confidential Information:

- 6.1.1 to any of its officers, directors, employees, students, advisers, representatives, subcontractors and contractors (“**Third Parties**” or “**Third Party**”) that need to know the relevant Confidential Information solely for the purpose of carrying out the Project and carrying out its obligations under this Agreement, and for the avoidance of doubt where one Party discloses another’s Confidential Information to any Third Parties then that Party shall remain fully liable for any and all breaches of this Award by said Third Parties and such a breach shall be treated as a breach Receiving Party (defined below); or
 - 6.1.2 if the Party disclosing the Confidential Information has authorised its disclosure in writing; or
 - 6.1.3 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; or
 - 6.1.4 it is permitted under the terms of clause 4; or
 - 6.1.5 in the case of UoB, UoB may share all relevant Confidential Information with the Funder.
- 6.2 For the purpose of this Award “**Confidential Information**” shall mean all information relating to the Project that is disclosed or made available after the Start Date by the disclosing party to the receiving party, and which is marked ‘Confidential’ if in tangible form, or if disclosed verbally or visually, confirmed in writing (which may be by email) as ‘Confidential’ within 10 days of disclosure. “**Funder Confidential Information**” shall mean all information that is disclosed or made available after the Start Date by the disclosing party to the receiving party, and which is marked ‘Funder Confidential Information’ if in tangible form, or if disclosed verbally or visually, confirmed in writing (which may be by email) as ‘Funder Confidential Information’ within 10 days of disclosure.
- 6.3 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Know-How or other business, technical or commercial information which:
- 6.3.1 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;
 - 6.3.2 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;
 - 6.3.3 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.

7 **TERM AND TERMINATION**

- 7.1 This Award shall take effect on the date that the last party signed this Agreement (as evidenced in the attestation clause below); however, the Parties have agreed that terms and obligations of this Award shall commence on the Start Date and shall expire on the End Date or on expiry or termination of the Project and/or the Head Terms (whichever is sooner) (“**Term**”);

- 7.2 UoB shall have the right to terminate this Agreement immediately in the event that UoB's agreement with the Funder is terminated or looks to be terminated or if it reasonably appears that funding to UoB by the Funder will be cut.
- 7.3 Where the Awardee:
- 7.3.1 is/are in material or continuous breach of their obligations under this Agreement, then the other Party may terminate this Award on written notice to the other provided the Party in breach has first been notified of the breach, given 30 days to remedy the breach and has done so within said timeframe; and
- 7.3.2 is/are unable to perform its/their obligations under this Award as a result of a Force Majeure event (as defined in clause 9.9) then (if relevant with the Funding Body's consent) UoB may terminate this Award at any time on 10 days written notice where a Force Majeure event lasts for more than 30 days.
- 7.4 In the event that this Agreement is terminated other than in relation to clause 7.3 and subject to the provisions of clause 3.5, UoB shall continue to pay the Grant up to the date of termination provided that the Awardee promptly provides UoB with valid copies of receipts and other supporting evidence that UoB may reasonably require. Within 30 days of termination (howsoever terminated) or such other timeframe as notified, the Awardee shall repay any Grant monies it has received under this Agreement but has not been expended or irrevocably committed.
- 7.5 Termination or expiry of the Award shall not affect any accrued rights or remedies to which either Party is entitled.
- 7.6 The provisions of clauses 4, 5, 6, 7, 8 and 10.2 shall survive until 30 June 2030.

8. LAW

This Award and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Award or its subject matter or formation.

9. LIABILITY

- 9.1 Nothing in this Agreement excludes or limits the liability of either party for any liability that cannot be excluded or limited by law.
- 9.2 UoB accepts no liability for any consequences, whether direct or indirect, that may come about from the Awardee running the Project, the use of the Grant or from withdrawal of the Grant. UoB's sole liability to paying the Grant in accordance with the terms of clause 2 once UoB is in receipt of the Grant from the Funder.
- 9.3 Neither Party accepts any responsibility for any use which may be made of any work carried out under or pursuant to this Agreement, or of the results of the Project, nor for any reliance which may be placed on such work or results, nor for advice or information given in connection with them.
- 9.4 The Parties undertake to make no claim in connection with this Agreement or its subject matter against any employees, students, agents or appointees of the other Parties (apart from claims based on fraud or wilful

misconduct). This undertaking is intended to give protection to individual researchers: it does not prejudice any right which a Party might have to claim against any other Party.

- 9.5 The liability of any Party for any breach of this Agreement, or arising in any other way out of the subject matter of this Agreement, will not extend to loss of business or profit, or to any indirect or consequential damages or losses.
- 9.6 Subject to clause 9.1 and clause 9.7, the Awardee's total liability in the aggregate to UoB 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 the total amount detailed in Schedule 2.
- 9.7 The Awardee shall indemnify UoB in relation to any claims made by the Funder against UoB in relation to any breaches of the Funder's terms and conditions (for the avoidance of doubt the terms of this Agreement mirror the Funder's terms and conditions) provided that:
- 9.7.1 any such claim has arisen as a result whether wholly or in part due to the acts or omissions of the Awardee; and
- 9.7.2 the Awardee shall only be liable to pay such proportion of the sums paid as relate to the actions or omissions of the Awardee; and
- 9.7.3 the Awardee shall have been informed of any such claim prior to a demand being made and in any event UoB shall notify the Awardee as soon as reasonably practicable of a claim being made by the Funder that affects the Awardee;
- 9.7.4 the UoB makes no admission of liability, agreement or compromise in relation to any such claim without the written consent of the Awardee; and
- 9.7.5 the UoB gives the Awardee and its professional advisors access at reasonable times to its premises and its officers, employees, agents, representatives or advisors and to any relevant accounts, documents and records within the control of the UoB so as to enable the Awardee and/or its professional advisors to examine them and to take copies for the purpose of assessing the claim.

The maximum liability under this indemnity shall be capped at £4 million.

- 9.8 The Parties acknowledge that damages alone may not be an adequate remedy for the breach of this Award. Accordingly, and without prejudice to any other rights and remedies it may have, the harmed Party shall be entitled to seek the granting of equitable relief (including, without limitation, injunctive relief) concerning any threatened or actual breach of any of the provisions of this Award.
- 9.9 **Force Majeure** A Party shall not be liable for failure to perform its obligations under this Award, nor be liable to any claim for compensation or damage, nor be deemed to be in breach of this Award, if such failure arises from an occurrence or circumstances beyond the reasonable control of that Party ("**Force Majeure**").

10 LAWS, POLICIES, WARRANTIES & INSURANCE

- 10.1 The Awardee shall at all times comply with **Data Protection Law** (herein defined as: The UK GDPR, as defined in the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (**the “GDPR”**) and any national implementing laws, regulations and secondary legislation pursuant to it (once it becomes law); the Data Protection Act 2018 (and any regulations made pursuant to it); any other laws and regulations relating to the processing of personal data and privacy which apply to a Party; and, if applicable, the guidance and codes of practice issued by any competent data protection supervisory authority).
- 10.2 Each Party acknowledges that the other Party may be required to comply with the requirements of the Freedom of Information Act 2000 (“**FOIA**”) and the Environmental Information Regulations 2004 (“**EIRs**”). The Awardee shall provide all necessary assistance and cooperation as reasonably requested by UoB and/or the Funder acting through UoB to enable the UoB and/or the Funder to comply with its obligations; transfer to UoB (who may then transfer onto the Funder) all requests for information relating to this Agreement that it receives as soon as practicable and in any event within 1 working days of receipt; provide UoB (who may then transfer onto the Funder) with a copy of all information belonging to UoB and/or the Funder requested in the request for information which is in its possession or control in the form that the Funder requires within 2 working days (or such other period as the UoB and/or the Funder may reasonably specify) of the UoB’s or the Funder’s request for such information; and not respond directly to a request for information unless authorised in writing to do so by the UoB and/or the Funder. The Awardee acknowledges that UoB and/or the Funder may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Awardee. The UoB and/or the Funder (as applicable) 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.
- 10.3 The Awardee warrants, undertakes and agrees that:
- 10.3.1 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;
 - 10.3.2 it is a solvent entity capable of providing the Project in accordance with this Agreement;
 - 10.3.3 each of the Awardee’s personnel assigned to the Project has suitable experience and expertise to carry out their roles in the Project;
 - 10.3.4 all information set out in the Project is to the best of its knowledge complete and accurate;
 - 10.3.5 it has all necessary resources and expertise to deliver the Project;
 - 10.3.6 it has not committed, nor shall it commit, any **Prohibited Act** (herein defined as
 - (a) committing any offence:
 - (i) under the Bribery Act 2010 (as amended);
 - (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

(b) defrauding or attempting to defraud or conspiring to defraud the Funder.

- 10.3.7 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;
- 10.3.8 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;
- 10.3.9 it shall comply with its own safeguarding and data protection policies.
- 10.3.11 it shall comply with all reasonable directions and instructions provided to it in writing by the Funder acting through UoB, including, but not limited to, those directions and/ or instructions which derive from the Funder's status as a registered charity;
- 10.3.12 it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- 10.3.13 it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- 10.3.14 all financial and other information concerning the Awardee which has been disclosed to UoB (and transferred to the Funder) is to the best of its knowledge and belief, true and accurate;
- 10.3.15 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; and
- 10.3.16 it is not aware of anything in its own affairs, which it has not disclosed to UoB or any of the UoB's advisers, which might reasonably have influenced the decision of the UoB to make the Grant on the terms contained in this Agreement.
- 10.4 The Awardee shall affect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Awardee, arising out of the Awardee's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss. The Awardee shall (on request) supply to UoB a copy of such insurance policies, who may then then be required to transfer it to the Funder.

11 MISCELLANEOUS

- 11.1 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.

- 11.2 Nothing in this Agreement shall create, imply or evidence any partnership or joint venture between the Parties or the relationship between them of principal and agent.
- 11.3 This Agreement constitutes the entire Agreement between the Parties in relation to its subject matter and no statements or representations made by any Party have been relied upon by the other in entering into this Agreement.
- 11.4 The rights and obligations of the Parties are personal and may not be assigned at any time without the prior written consent of the other Party.
- 11.5 The Parties shall procure that in carrying out their obligations under this Agreement, they will comply with all applicable laws, regulations and statutes, including those relating to The Modern Slavery Act 2015 and the UK Bribery Act 2010.
- 11.6 Any variation or amendment to this Agreement must be made in writing and signed by an authorised signatory of each Party.
- 11.7 Reference to Awardee shall also refer to any third party under the Awardee's control.

SCHEDULE 1:

PART A: THE PROJECT DESCRIPTION

PART B: THE PROJECT APPLICATION

SCHEDULE 2: PAYMENT SCHEDULE

Subject to receiving the funds from the Funder and the Awardee not being in breach of this Agreement, UoB shall make the payments specified below in accordance with the terms of this schedule.

Collaborating Party	Funded Amount
Directly Incurred Costs	£
Staff	
Travel & Subsistence	
Other Costs	
Totals	

The Awardee shall invoice UoB quarterly in arrears (quarter ends are 30 November, 28 February, 31 May, 15 July) on the basis of actual expenditure incurred and in accordance with the above table.

Subject to the terms of this Schedule UoB shall pay the Collaborating Party within 30 days of said invoice(s). The final invoice should be sent to UoB within two (2) months of the end of the Project.

Invoices for payment should be sent to:

gambling-harms@bristol.ac.uk

Figures are inclusive of VAT (if applicable).

SCHEDULE 3: MONITORING FORM

Name of Project:	Click or tap here to enter text.
Date of Form Completion:	Click or tap here to enter text.

Provide an overview of the work undertaken, including milestones achieved

Click or tap here to enter text.

Has anything changed in terms of the scope and focus of the project?

Click or tap here to enter text.

Reflecting back over this period, what's gone especially well and why?

Click or tap here to enter text.

Reflecting back over this period, what's gone less well and why?

Click or tap here to enter text.

Looking forward to the next three months and beyond, what do you foresee as upcoming opportunities for the work (including milestones), and/or what may provide challenges and barriers to be overcome?

Click or tap here to enter text.

Looking forward to the next three months and beyond, is there any support that the Hub can provide to help you with this project?

Click or tap here to enter text.

If you are experiencing any issues that may cause your project/activities to be delayed, please alert the Hub by contacting emily.crick@bristol.ac.uk as soon as possible.

AGREED by the Parties through their authorised signatories:

For and on behalf of: **University of Bristol**

Signed: _____

Print Name: _____

Position: _____

Date: _____

For and on behalf of: **Awardee**

Signed: _____

Print Name: _____

Position: _____

Date: _____