

**Memorandum of Understanding**

between the

**COMMONWEALTH OF AUSTRALIA**

**STATE OF VICTORIA**

**STATE OF NEW SOUTH WALES**

**STATE OF QUEENSLAND**

**STATE OF SOUTH AUSTRALIA**

**STATE OF WESTERN AUSTRALIA**

**STATE OF TASMANIA**

**NORTHERN TERRITORY**

**AUSTRALIAN CAPITAL TERRITORY**

**For the establishment and funding of the  
NATIONAL GAMBLING RESEARCH PROGRAM**

*(to commission and manage research projects in relation to gambling)*

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THIS MEMORANDUM OF UNDERSTANDING is made between the  
COMMONWEALTH OF AUSTRALIA ('the Commonwealth'), as represented by  
and acting through the Department of Family and Community Services  
AND the  
STATE OF VICTORIA as represented by and acting through the Department of  
Justice ("Victoria")  
AND the  
STATE OF NEW SOUTH WALES as represented by and acting through the  
Department of Gaming and Racing ("New South Wales")  
AND the  
STATE OF QUEENSLAND as represented by the Queensland Treasury  
("Queensland")  
AND the  
STATE OF SOUTH AUSTRALIA as represented by and acting through the  
Independent Gambling Authority ("South Australia")  
AND the  
STATE OF WESTERN AUSTRALIA as represented by and acting through the  
Department of Racing, Gaming and Liquor ("Western Australia")  
AND the  
STATE OF TASMANIA as represented by and acting through the Department of  
Treasury and Finance ("Tasmania")  
AND the  
NORTHERN TERRITORY as represented by and acting through the Northern  
Territory Treasury ("Northern Territory")  
AND the  
AUSTRALIAN CAPITAL TERRITORY as represented by and acting through the  
ACT Gambling and Racing Commission ("ACT")

**PREAMBLE:**

The objectives of this Memorandum of Understanding are:

- (a) to record the terms on which the Parties have agreed to establish the National Gambling Research Program which has been established as part of the Ministerial Council on Gambling's efforts to further understand the causes of problem gambling and measures which help reduce its incidence;
- (b) to set out the basis upon which the Parties agree that they will contribute the Funds required to meet the costs of the National

Gambling Research Program and its administration; and

- (c) to set out the operating and reporting arrangements for the National Gambling Research Program for the Activity Period and until such a time as all Projects commenced during the period are completed.

**IT IS AGREED as follows:**

**1. Interpretation**

**1.1** In this MOU, unless the contrary intention appears:

**'Activities'** means the activities (and "Activity" designates one of those Activities), which are to be undertaken by Victoria as part of the National Gambling Research Program (which activities are set out in clause 2, and 3 and Item A of the Schedule), which are to be funded by the Fund;

**'Activity Period'** means the period specified in Item B of the Schedule during which the primary obligations for conducting the Activities shall be completed (although other obligations stipulated in this MOU continue beyond the Activity Period);

**'Auditor'** means an agent charged with the responsibility for forming an opinion (and who attests to that opinion) on the completeness and accuracy of the Financial Accounts. That would include a review of the financial systems and processes to the extent of the role they play in the financial reporting process of the entity being reviewed. Financial related Audits include determining whether:

- financial information is presented in accordance with established or stated criteria;
- the entity has adhered to specific financial compliance requirements;
- the entity's internal control structure over financial reporting and/or safeguarding assets is suitably designed and implemented to achieve the control objectives.

**'Budget'** means the budget for Funds to conduct the Activities as stipulated in Item C of the Schedule. For the purposes of this MOU a Budget for financial years subsequent to the 2002-2003 financial year which has received prior approval by the Working Party for that particular year shall be deemed from the date of such approval to be incorporated into and form part of Item C of the Schedule and shall be the Budget for the financial year to which it pertains;

**'Commencement Date'** means the date set out in Item B of the Schedule;

**'Confidential Information'** means information that:

- a) is by its nature confidential;
- b) is designated by a Party providing the information as confidential; or
- c) the Party receiving the information knows or ought to know is confidential;

but does not include information which:

- d) is or becomes public knowledge other than by breach of this MOU;
- e) was given into the possession of the Party receiving the information before the date of this MOU by another Party to this MOU without restriction in relation to disclosure; or
- f) has been independently developed or acquired by the Party against which another Party claims that the information is confidential;

**'Database'** means an electronic database established by the Secretariat pursuant to clause 2.1(c)(ii);

**'Departmental Officers'** means officers employed by the Parties to this MOU;

**'Funds'** means the funds payable, subject to this MOU, by each of the Parties, in the amounts specified in Item D of the Schedule;

**'Intellectual Property'** includes all copyright, all rights in relation to inventions, plant varieties, trade marks (including service marks), designs and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields, but does not include Moral Rights, the rights of performers or rights in relation to Confidential Information;

**'Material'** includes documents, equipment, software, goods and any medium whatsoever in which information is embodied;

**'Ministerial Council on Gambling'** means the Ministerial Council chaired by the Commonwealth Minister for Family and Community Services, or such other Minister as may, from time to time, chair this Ministerial Council;

**'Moral Rights'** includes the following rights of an author of copyright material:

- (a) the right of attribution of authorship;
- (b) the right of integrity of authorship; and
- (c) the right to not have authorship falsely attributed;

**'MOU'** means this Memorandum of Understanding including the Schedule;

**'MOU Material'** means, all Material:

- a) brought into existence for the purpose of performing or in the carrying out of an Activity;
- b) incorporated in, supplied or required to be supplied along with the Material referred to in paragraph (a); or
- c) copied or derived from Material referred to in paragraphs (a) or (b);

including, but not limited to, all research produced wholly or partly using the Funds (including, without limitation, the Research Reports) and all Budgets, reports, statements, certificates or other material produced pursuant to or for the purposes of this MOU;

**'National Gambling Research Program'** means the program established by the Ministerial Council on Gambling for the conduct of the research described in Item A of the Schedule and the conduct of the Activities described in clause 2.1;

**'Party'** means each of the Commonwealth, States and Territories, which are signatories to this MOU;

**'Parties'** means collectively the Commonwealth, States and Territories, which are signatories to this MOU;

**'Party Material'** means any Material provided by a Party to another Party for the purposes of this MOU or which is copied or derived from Material so provided;

**'Project'** means a research project undertaken, being one of the Activities under this MOU, as part of and for the purposes of the National Gambling Research Program;

**'Project Brief'** means a brief prepared by the Secretariat to describe the project to be provided by a Project Contractor for the purposes of a particular project under the National Gambling Research Program, prior to the tender process being undertaken;

**'Project Contract'** means a contract entered into by Victoria for the purposes of this MOU or expenditure of the Funds;

**'Project Contractor'** means any entity that Victoria engages under a Project Contract;

**'Research Report'** means a report produced by the Project Contractor setting out the results of research conducted by a Research Contractor in the form described in clause 4.3;

**'Secretariat'** means the group of officers nominated by Victoria under clause 2.1 to conduct the Activities and such other functions as provided by this MOU;

**'Secretariat Services'** includes those services set out in clause 2.1;

**'Trust Account'** means a trust account established for the purposes of this MOU under the *Financial Management Act 1994 (Vic)* into which the Funds shall be paid;

**'Website'** means the website established under this MOU as described in clause 2.1(c);

**'Working Party'** means the body appointed by the Ministerial Council on Gambling to establish and oversee the work of the Secretariat, comprised of the Departmental Officers of member jurisdictions of the Ministerial Council on Gambling, including a representative from the Community Services Ministers' Advisory Council Gambling Working Party;

**'Year of Funding'** means a year during the Activity Period commencing on the Commencement Date with respect to the first Year of Funding and with respect to every subsequent Year of Funding commencing on the relevant anniversary of the Commencement Date;

- 1.2 The Schedule forms part of this MOU. In the event of any conflict between the terms and conditions contained in the clauses of the MOU and any part of the Schedule then the terms and conditions of the clauses of the MOU shall take precedence.
- 1.3 This MOU is not intended to create legal relations, or constitute a contractual agreement, between the Parties. It is a memorandum of understanding reached between the Parties on the basis of which the Funds are to be provided to Victoria for the purposes of carrying out the Activity and related matters.
- 1.4 In the event of ambiguity or uncertainty relating to the interpretation of this MOU, this ambiguity will at the first instance be resolved by the Working Party. If it cannot be resolved in this manner the issue will be resolved in accordance with clause 18.

## **2. Conduct of the Activities**

- 2.1 Victoria will appoint officers to the Secretariat to conduct the Activities. The Secretariat will for the period of this MOU:
  - (a) carry out the day-to-day administration role for the Ministerial Council on Gambling's National Gambling Research Program;

- (b) prepare Research and Project Briefs, carry out the tendering process and undertake the contract management role with respect to the Project Contracts as well as provide advice to the Ministerial Council on Gambling through the Working Party on the development, specification, provision, and implementation of the National Gambling Research Program;
- (c) undertake a clearinghouse role for research on the causes and social consequences of problem gambling, which role shall include the following Activities:
  - (i) establish and maintain a website that publicises the activities of the National Gambling Research Program and contains material relevant to the National Gambling Research Program, as specified in Item A of the Schedule ("the Website");
  - (ii) create a database of Australian research on gambling, particularly the causes and social consequences of problem gambling ("the Database"), and ensuring that the database remains up-to-date;
  - (iii) ensure that part or all of the Database is available on the Website;
  - (iv) publish research that has been commissioned by Victoria in electronic form (on the Website) and as physical documents; and
  - (v) provide advice to the Parties, at their request, in relation to research on the social consequences of gambling.

2.2 In addition to research carried out by a Project Contractor under a Project Contract, the Ministerial Council on Gambling and the Working Party may request the Secretariat to provide briefing papers on all matters arising under this MOU that may be used in submissions to the Ministerial Council on Gambling.

### **3. Management of the National Gambling Research Program**

3.1. Victoria will for the purposes of the National Gambling Research Program commission research on the priority areas (set out in Item A of the Schedule) approved by the Ministerial Council on Gambling. Victoria shall prior to undertaking any Project under this MOU obtain the unanimous approval of the Working Party to the Project and the Project Brief. The Parties agree that the Working Party members shall act cooperatively and in good faith to ensure that unanimous approval can be achieved and that such members will not unreasonably withhold their approval.



3.2. Approval of Projects and Project Briefs shall be sought through the following process:

- (a) Victoria will, for each Project in respect of which it proposes to apply the Funds, develop a research brief outlining the Project and a proposed budget setting out the estimated costs for the Project;
- (b) The Project Brief and proposed budget shall be submitted to the Working Party for their consideration and approval prior to the commencement of any Project;
- (c) If the Working Party unanimously agrees in principle to the Project being undertaken, but disagrees with the content of the research brief in some aspect, it may propose certain amendments to the research brief. Working Party members will act reasonably and in good faith to reach unanimous approval to what amendments are to be made to this research brief. Victoria will make amendments unanimously approved by the Working Party to the Project Brief. The Project Brief so amended and approved by the Working Party will also include the required work and outcomes which shall be included in any public or selective tender conducted for the purposes of a Project or as part of a grants process;
- (d) Public tenders and/or selective tenders (as appropriate) will be conducted by Victoria for the purpose of selecting a Project Contractor to provide the services required for a particular Project. The tender process shall be conducted pursuant to the applicable purchasing policies of Victoria;
- (e) Victoria will ultimately determine, in accordance with the said policies and guidelines, with whom it will enter into a Project Contract, however, where a tender process is to be conducted, individual members of the Working Party may nominate to participate in the tender evaluation and selection process, provided that the Party that the member represents on the Working Party also contributes to the Project that is the subject of the tender (but not otherwise);
- (f) The State of Victoria will enter into all Project Contracts as principal for the purposes of this MOU and the expenditure of the Funds.

#### **4. Managing ongoing research**

- 4.1 Victoria shall, through the Secretariat, manage the Project Contracts and monitor the work carried out under the Project Contracts.
- 4.2 Victoria shall, through the Working Party, keep all Parties informed of the progress of each of the Project Contracts managed by the Secretariat, and advise of any changes to the scope, cost, or timetable for a Project.

- 4.3 Each Project Contract entered into by Victoria shall require that sufficient reports on the research undertaken ("Research Report") be provided by the Project Contractor which:
- (a) reflect a high quality of research;
  - (b) communicate effectively the research to a professional standard; and
  - (c) include an executive summary that is free of jargon and is appropriate to the needs of government (that is, clear, concise, and readable by educated people without qualifications in the discipline area covered by the Research Report).
- 4.4 Victoria will seek to ensure (by making provision in each Project Contract) that a preliminary draft of each Research Report will be made available to each member of the Working Party who has contributed to the funding of the Project, so that the Working Party is given sufficient opportunity to comment on the Project Contractor's adherence to the scope and requirements of the Project Contract and to correct any errors in the preliminary draft.
- 4.5 For the purposes of clause 4.4 above, Victoria will seek to ensure that the preliminary draft of the Research Report is made available to the Working Party one month prior to the date on which the Project Contractor is required to submit its final report, or at such time as otherwise agreed by the Working Party, provided that such a requirement is not inconsistent with the provisions of the Project Contract under which the Research Report must be submitted.
- 4.6 On acceptance of a final Research Report in accordance with the Project Contract, Victoria shall ensure that copies of the Research Report are promptly made available to the public in both paper and electronic form (on the Website). Copies of the final Research Report shall be supplied to each Working Party member at no charge.
- 4.7 Where possible and subject to any ethical and privacy law obligations to which the Project Contractor maybe subject, the Project Contract will require the Project Contractor to provide through Victoria to each Party that contributes to the Funding of the Project Contract with one copy of the data on which the Research Report is based in an agreed format and details of the methods of data analysis.

## **5. Payment of Funds & Other Assistance**

- 5.1 Subject to Parliamentary appropriation and other such matters set out in Item D of the Schedule, the Parties (other than Victoria) shall for the Activity Period pay Victoria the Funds in such amounts as are set out in Item D of the Schedule at such times and in accordance with this MOU.
- 5.2 Subject to Parliamentary appropriation and other such matters set out in

Item D of the Schedule Victoria shall, for the Activity Period, contribute Funds for the purposes of the Program, in such amounts as are set out in Item D of the Schedule.

- 5.3 For Parties contributing Funds on a project-by-project basis they will indicate their intention to contribute Funding within one month of the Project Brief being approved by the Working Party.

## **6. Funds Use & Accounts**

- 6.1 Victoria may spend the Funds only for the purposes of carrying out the Activities, including the costs of Secretariat Services and of meeting Project costs, and in accordance with the terms and conditions of this MOU.
- 6.2 The Working Party may by mutual agreement vary the Budget or a Project Budget as it sees fit provided always that in doing so it does not affect Victoria's ability to meet its obligations under any Project Contract.
- 6.3 All Funds shall be held by Victoria in a Trust Account.
- 6.4 Victoria shall keep proper accounts and record all of its transactions and affairs in relation to the use of the Funds in accordance with usual Victorian Government accounting practice and shall account to the other Parties for the manner in and the purposes for which the Funds are applied.
- 6.5 Income earned by Victoria from the Funds shall be used and dealt with by Victoria as if the income was part of the Funds.
- 6.6 Any Funds provided by the Commonwealth under the interim Memorandum of Understanding between the Commonwealth and Victoria which remain unexpended are to be retained in the Trust account and considered as contribution to the Commonwealth's commitment for the purposes of this MOU.

## **7. Invoicing Arrangements**

- 7.1 Jurisdictions that provide Funding for the National Gambling Research Program on a pre-funded basis will make a contribution annually, as specified in Item D of the Schedule.
- 7.2 In accordance with clause 7.1 Victoria will issue fully detailed invoices to the Parties for their contribution to the Funds calculated in accordance with Item D of the Schedule. Invoices issued under this clause will be provided to the contributing Parties 2 months prior to the start of the financial year for which the contribution relates.
- 7.3 Jurisdictions that fund on an project-by-project basis will be invoiced in accordance with their contribution in accordance with this MOU upon

notification to Victoria that they intend to contribute to a particular Activity.

## **8. Costs of Providing Secretariat Services**

- 8.1 Victoria may expend the Funds only in accordance with the approved Budget for the Year of Funding, which will include both administration costs, including those arising out of the provision of Secretariat Services and those associated with the administration of this MOU and the Activity for which it provides as well as the Project costs. The Working Party may approve variations to individual Project budgets or to the total Budget where necessary.
- 8.2 The Budget (including any Budget for subsequent financial years, as approved by the Working Party) includes both administrative and research project costs and will be submitted each year for the Ministerial Council on Gambling's approval, through its Working Party, and attached as an addendum to this MOU;
- 8.3 Victoria will be entitled to draw on the Trust Account:
- (a) for its salary and salary-related costs incurred in providing the Secretariat services;
  - (b) for its non-salary costs incurred in carrying out the Activities set out in this MOU, particularly Clause 2 (Conduct of the Activities) and Clause 3 (Management of the National Gambling Research Program), including, but not limited to, its legal and audit costs.
- 8.4 The amount reimbursed each year under clause 8.3 is limited to the amount that Victoria contributed to the funding of the National Gambling Research Program for that financial year.
- 8.5 Without limiting clause 8.3(b) above, Victoria will be entitled to draw on the Trust Account for the following costs in relation to the National Gambling Research Program, as follows:
- (a) costs arising under or out of or in relation to the Project Contracts with researchers;
  - (b) costs associated with the preparation and negotiation of Project Contracts (including preparation and conduct of the tendering process);
  - (c) all costs associated with the production, printing and distribution of Research Reports on the research commissioned by Victoria.
- 8.6 Victoria is entitled to draw on the Trust Account for the costs described in clause 8.3 and 8.5 without further reference to the Parties. All drawings are to be reported to all Parties under clause 10 of this MOU.
- 8.7 In the event that Victoria is entitled to reimbursement of a particular cost

under clauses 8.3 or 8.5, it will make a claim under only one of those clauses.

## **9. Unexpended and Unacquitted Funds**

- 9.1 At the completion of the Activity Period, or at the completion of all the Projects commenced during the Activity Period, in respect of which Funds have been committed but not yet paid, whichever is the later, all of the Funds which have not been expended or which have not been spent to the reasonable satisfaction of the Parties shall be repaid within three months of the later date in proportion to all of the Parties' relative contributions up to the end of the National Gambling Research Program including any interest accrued but not expended, with the exception of any amounts approved by the Parties as being required for liabilities or expenses incurred during the currency of this MOU and which fall due for payment as accrued expenditure.
- 9.2 For the purpose of this clause 9 expenses which have been approved by the Working Party and which have accrued but are not due for payment until after the expiration or earlier termination of this MOU (Accrued Expenses), shall be deemed to have been expended.
- 9.3 If the exact amounts of Accrued Expenses are not known at the expiration or earlier termination of the MOU, then Victoria will make a fair and reasonable estimate and withhold funds for the payment of those expenses.
- 9.4 Victoria will within 7 days of ascertaining the exact amount of the Accrued Expenses send a notice to the other Parties advising the other Parties of the surplus or shortfall as the case may be. Victoria will distribute the surplus to the other Parties or the other Parties shall make up the shortfall, as the case may be, in the same proportion as their relative contribution up to the end of the National Gambling Research Program.
- 9.5 In the event that any revenue or other income arises (which includes unexpended funds) from the activities of the National Gambling Research Program during any year of the Program, the funds are to be placed in the Trust Account and applied to the National Gambling Research Program for any Year of Funding.
- 9.6 In the event of any dispute arising under this clause 9 the Parties shall first follow the dispute resolution procedures under clause 18 of this MOU. If the Parties are still unable to resolve their dispute the Parties shall refer the matter to the Ministerial Council, which shall resolve the dispute by a vote carried by simple majority.

## **10. Audit & Monitoring**

- 10.1 Victoria shall within 3 months after the end of each Year of Funding, and until all Funds are acquitted, complete and forward to each Party a statement of receipts and expenditure in respect of the Activities conducted during the immediately preceding year, in a form acceptable to all Parties, including;
- (a) an internally audited statement prepared by an Auditor as to whether the financial accounts are true and fair; and
  - (b) a statement of the balance of the Trust Account and itemising;
  - (c) itemized account of all Funds expended; and
  - (d) itemized account of all Funds properly committed for expenditure under this MOU.
- 10.2 Victoria shall within 3 months after the end of each Year of Funding, and until all Funds are acquitted, also prepare a report ("the Administrative Report") for all Parties, providing information on the operation of the National Gambling Research Program for the financial year. The Administrative Report will include (but is not limited to) information on:
- (a) Research Projects commenced;
  - (b) the achievement (or not) of Activity milestones;
  - (c) Research Projects completed;
  - (d) publications arising from the research program;
  - (e) clearinghouse activities;
  - (f) a budget for the following financial year; and
  - (g) a research plan for the following year.
- 10.3 Victoria will also issue a report every three months to all Parties containing information described in clause 10.2 above, excluding items 10.2(f) and (g).
- 10.4 Victoria will, within 3 calendar months after each of the following;
- (a) the end of the Activity Period; or
  - (b) termination of funding under clause 17 by the Parties;
- complete and forward to each Party a statement of receipts and expenditure in respect of the Activities undertaken during the Activity Period in a form acceptable to the Parties, including:
- (c) an externally audited statement prepared by an Auditor as to whether the financial accounts are true and fair;
  - (d) a statement of the balance of the Trust Account;
  - (e) a certificate certifying that all of the Funds received were

expended for the purpose of and in accordance with this MOU, prepared by Victoria.

and itemising;

(f) all Funds expended; and

(g) all Funds committed for expenditure under this MOU.

10.5 If there are no outstanding liabilities or quantifiable contingent liabilities at the end of the financial year 2007-08, the report for that year will exclude items 10.2(f) and (g) and will be the last report of the National Gambling Research Program to be prepared by Victoria.

10.6 If there are outstanding liabilities or contingent liabilities at the end of the financial year 2007-08, Victoria will continue to issue reports to the Working Party on a basis to be agreed at that time.

## **11. Review of the MOU**

11.1 The Parties will, at the expiration of two years from the Commencement Date of this MOU, conduct a complete review of this MOU. Victoria will assist the other Parties as reasonably as required in the conduct of that review.

## **12. Entire Record and Variation**

12.1 Any variation of the MOU must be in writing and signed by all Parties.

12.2 Any variation will be negotiated between the Parties in good faith.

12.3 Variations to the research priorities and the annual budget will be made in accordance with Item A of the Schedule and clause 8 respectively.

## **13. Parties' Material**

13.1 Ownership of all Party Material remains vested at all times in the Party that provided the Material. To the extent that any Party Material has been incorporated into the MOU Material or is required for the purposes of using or enjoying the MOU Material by any Party, the owner of the Party Material hereby grants those Parties a perpetual, royalty free, non-exclusive license to use or otherwise deal with that Material in the same way that it may use or otherwise deal with the MOU Material.

13.2 Upon the expiration or earlier termination of this MOU, each Party (other than the Party that provided the Material) shall return all Party Material remaining in its possession to the Party who supplied such Material in each case (except as otherwise agreed by the supplying and receiving Parties).

13.3 Each Party agrees that the Party Material will be used, copied, supplied or reproduced only for the purposes of this MOU.

- 13.4 Each Party agrees to use the Party Material provided by another Party strictly in accordance with any conditions or restrictions set out by or as notified from time to time in writing by the Party providing the Material upon provision of the Party Material.

#### **14. Acknowledgment & Publications**

- 14.1 In all publications, promotional materials and activities relating to the Activities and this MOU, Victoria shall acknowledge the financial contributions and other support it has received from the other Parties.
- 14.2 The form of this acknowledgement will be agreed by all Parties, on a case-by-case basis, within one month of the expected publication date.

#### **15. Intellectual Property Rights**

- 15.1 Subject to this clause 15, Intellectual Property in an item of MOU Material vests in Victoria if it has produced or commissioned that item (including all Material created under a Project Contract and vested in Victoria).
- 15.2 Victoria will use its best endeavours to ensure that when engaging researchers or consultants Intellectual Property rights resulting from the commissioned research will vest in Victoria. If the Research Contractor is unwilling to pass title to their research they should not be engaged. The researcher retains their Moral Rights.
- 15.3 Victoria warrants that it is entitled, or will be entitled at the relevant time, to deal with the Intellectual Property in the MOU Material in the manner provided for in this Clause 15.
- 15.4 Victoria will grant to each and every contributing Party a permanent, irrevocable, royalty-free, non-exclusive licence (including a right of sublicense) to use, reproduce, and adapt the MOU Material anywhere in the world, where they have secured intellectual property rights. Notwithstanding Part VII of the *Copyright Act 1968*, publication of the MOU Material in accordance with this licence shall not affect such ownership of the Intellectual Property.
- 15.5 If a Party is responsible for some third party bringing a legal action due to a breach of their Intellectual Property rights, and that Party is responsible for that breach, that Party shall be solely responsible for the payment of damages in respect of that breach. The Party responsible for the breach will indemnify the other Parties for any loss arising from that breach.
- 15.6 All licences granted under clause 15.4 survive the expiration or termination of this MOU.



**16. Disclosure of Information**

- 16.1 A Party receiving Confidential Information shall not, without the prior written approval of the Party who provided it, disclose it to any person other than the Party that provided it, subject to each State or Territory's laws.
- 16.2 The Parties agree that where Confidential information is being provided to a Parliamentary Committee, a request will be made to the Committee that any Confidential information is provided in camera.

**17. Termination**

- 17.1 If a Party wishes to terminate its participation in this MOU it must give written notice to the other Parties that it will withdraw from the MOU at least six months before its next Funds payment is due.
- 17.2 A Party that has given a notice of termination under clause 17.1 must continue to fulfill its obligations under the MOU for six-months from the time that it provides notice.
- 17.3 A Party that has given a notice of termination under clause 17.1 will continue to enjoy the benefits of this MOU for only six-months from the time that it provides notice, or, only in relation to Projects undertaken before or during those six-months, beyond those six-months.
- 17.4 If a Party terminates its participation in the MOU it will not be required to pay compensation for such an early termination, except as clause 17.5 requires.
- 17.5 If Victoria terminates its participation in this MOU, clause 9.1 applies as if the Activity Period had been completed, and the remaining Parties will negotiate an alternative Secretariat arrangement.

**18. Dispute Resolution**

- 18.1 The Departmental Officers will, in the first instance, attempt to resolve any disputes under this MOU including disputes about the application of Funds, performance and compliance with other obligations between themselves. If they are unable to reach agreement, then:
- (a) they will refer the case to their senior management. If agreement is not reached at the officer/organisational level, then:
  - (b) the dispute will be referred to the appropriate Ministers for consideration. The Ministers will consult together with a view to resolving the matter amicably between them.
- 18.2 Where, following consultation at the Ministerial level under clause 18.1, there is no resolution of the matter, and where one or more Parties remain of the opinion that the other Party or Parties have not complied with any one or more of their obligations under this MOU, then the Party

or Parties may, at their discretion:

- (a) give a notice to the other Party or Parties requiring the situation to be remedied (in this Clause 18 "a Notice") within the reasonable time stated therein (in this Clause 18 "the Cure Period"), and
  - (b) where, after the Cure Period (or any agreed extension of that period) has expired, and the non-compliance has not been remedied, terminate their participation in this MOU.
- 18.3 If a Notice is given under clause 18.2, a Party may defer all or any part of the payments of its portion of the Funds due under this MOU until the situation is remedied. The relevant Minister will give advance written notice to the other relevant Minister of any intended deferment to which the other relevant Minister will have a reasonable time to respond.
- 18.4 If a Notice is given under clause 18.2 and a Party defers all or any part of the payments of its portions of the Funds due under this MOU, that Party will not enjoy the benefits of this MOU until the situation is remedied and that Party resumes payment of its portion of the Funds in accordance with this MOU.
- 18.5 Notwithstanding the existence of a dispute, each Party will continue to comply with this MOU except as otherwise expressly provided by this MOU.

## **19. Goods and Services Tax**

- 19.1 The Funds provided to Victoria by the Parties under this MOU will be subject to a Private Ruling from the Australian Taxation Office in relation to the applicability of Goods and Services Tax to the Funds in their entirety.
- 19.2 The Private Ruling relating to clause 19.1 will be attached as an addendum to this MOU.
- 19.3 Funds outlined in Item D of the Schedule may be increased to include GST depending on the outcome of the Private Ruling.

## **20. Execution of the MOU**

- 20.1 If this MOU is executed in counterparts, each counterpart is deemed to be an original and all counterparts constitute one and the same document.

## THE SCHEDULE

### A. National Gambling Research Program

The priority research areas for the Ministerial Council on Gambling are:

- National approach to definitions of problem gambling and consistent data collection
- Feasibility and consequences of changes to gaming machine operation such as pre-commitment of loss limits, phasing out note-acceptors, imposition of mandatory breaks in play and the impact of linked jackpots;
- Best approaches to early intervention and prevention to avoid problem gambling;
- Major study of problem gamblers, including their profile, attitudes, gambling behaviour and the impact of proposed policy measures on them; and
- Benchmarks and on-going monitoring studies to measure the impact and effectiveness of strategies introduced to reduce the extent and impact of problem gambling, including studies of services that exist to assist problem gamblers and how effective these services are;
- To research patterns of gambling, the impacts of gambling and consider strategies for harm reduction among ATSI communities; and
- To research patterns of gambling, the impacts of gambling and consider strategies for harm reduction among rural and remote communities.

And any areas that the Ministerial Council on Gambling may approve from time to time.

The Projects to be undertaken by Victoria pursuant to the MOU shall be on the priority research areas.

### B. Time-Frame & Activity Period

The Activity Period is from the date that the last signed MOU is received to 30 June 2008, and will be extended until all projects commenced during the period are completed. No new Project Contracts will be entered into after the Activity Period has ended.

### C. Budget

The Secretariat's Budget will exist as a separate document to this MOU.

Victoria must ensure that the Secretariat shall provide to the Working Party a Budget for each Year of Funding after the 2003-04 financial year and each such Budget shall be provided by 1 March in the year immediately preceding the Year of Funding to which the Budget relates.

The Budget must incorporate all amendments to the Budget that the Working Party requires. The amended Budget constitutes the approved Budget for the purposes of the MOU.

#### D. Funds

The total contribution by the Parties will be \$953,699 per annum (with up to \$10,998 per annum more being contributed by Tasmania and up to \$10,000 per annum more being contributed by Western Australia, on an project by project basis) per Year of Funding which will be apportioned on the basis of each jurisdiction's share of national gambling expenditure (with the exception of the Commonwealth, the State of Tasmania and the State of Western Australia) as follows:

Commonwealth	\$300,000 per annum (inclusive of \$60,000 in the first year of the National Gambling Research Program for infrastructure costs)
New South Wales	\$290,000 per annum The provision of funding by NSW is conditional upon the Trustees of the Casino Community Benefit Fund recommending to the NSW Minister that the amount of funding be paid from the fund and the NSW Minister being satisfied that the purposes for which such amounts are to be expended will be for the benefit of the NSW community.
Victoria	\$198,476 per annum
Queensland	\$105,000 (per annum – subject to a participation review each year)
Western Australia	{up to \$10,000 per annum on an project by project basis}
South Australia	\$41,478 per annum
Tasmania	{up to \$10,998 per annum on a project by project basis}
Australian Capital Territory	\$11,009 per annum
Northern Territory	\$7,736 per annum

If due to funding arrangements or in exceptional circumstances, a jurisdiction has elected not to contribute funding to a particular project (for example, that jurisdiction has no interest in the topic or has already funded its own research in that area), the funding to be made available to Victoria will consist of funding from the remaining jurisdictions based on their proportional contribution to the Program.

If a Party elects not to contribute Funding to a particular Project but has made a pre-commitment to Funding, that Party's contribution for the Year of Funding will be reduced in proportion to the amount of Funding that they would have otherwise contributed, had their approval for a Project not been withdrawn.

Each Party must pay its Funds by 30 June for each year.

Funds must be paid to the Secretariat through an electronic funds transfer, unless any alternative payment method is arranged between Victoria and that particular Party.

#### **E. Departments**

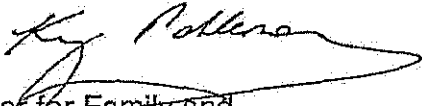
Commonwealth –	Department of Family and Community Services
New South Wales –	Department of Gaming and Racing
Victoria –	Department of Justice
Queensland –	Queensland Treasury
South Australia –	Independent Gambling Authority
Western Australia –	Department of Racing, Gaming and Liquor
Tasmania –	Department of Treasury and Finance
Australian Capital Territory –	ACT Gambling and Racing Commission
Northern Territory –	Northern Territory Treasury

Signed as a Memorandum of Understanding

SIGNED for and on behalf of )

The COMMONWEALTH OF AUSTRALIA )

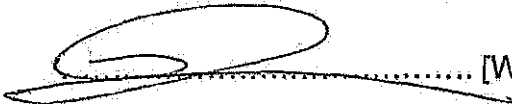
By )



Minister for Family and )

Community Services )

In the presence of:

 ..... [WITNESS]

27/10/03 ..... [DATE]

The STATE OF VICTORIA )

By )

*J. Handogopoulos*

Minister for Gaming )

In the presence of:

*O. H.*

..... [WITNESS]

*27/08/03*

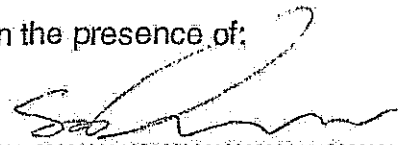
..... [DATE]

The AUSTRALIAN CAPITAL TERRITORY)

By *TES QUINN-CANN*)

Minister for Sport, Racing and Gaming )

In the presence of:



..... [WITNESS]

*11/8/03*

..... [DATE]