
Memorandum of Variation to the memorandum of understanding for the National Gambling Research Program

TABLE OF CONTENTS

1. Amendments to the Preamble	1	9. Budget costs and disbursements (including Secretariat costs).....	1
2. Amendments to the definitions and interpretive provisions	1	10. Unexpended and Unacquitted Funds	1
3. Constitution for GRA	1	11. Audit & Monitoring.....	1
4. Amendments concerning the conduct of the Activities.....	1	12. Review of the memorandum of understanding.....	1
5. Amendments concerning the management of the Program	1	13. Intellectual property rights—relating to contracts.....	1
6. Managing ongoing research.....	1	14. Disclosure of information	1
7. Payment of funds & other assistance	1	15. Dispute resolution	1
8. Invoicing arrangements	1	16. Goods and Services Tax	1
		17. The Schedule	1

Memorandum of Variation to the memorandum of understanding for the National Gambling Research Program

The 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 to commission and manage research projects in relation to gambling is varied (as provided for in clause 12.1 of the memorandum of understanding) as follows:

1. Amendments to the Preamble

In the Preamble—

- (a) in paragraph (a), for the words “National Gambling Research Program which has been established as part of”, **substitute** “Gambling Research Australia Program as part of”;
- (b) in paragraph (b), for the words “National Gambling Research Program”, **substitute** “Gambling Research Australia Program”;
- (c) in paragraph (c), for the words “National Gambling Research Program”, **substitute** “Gambling Research Australia Program”.

2. Amendments to the definitions and interpretive provisions

(1) In clause 1.1—

- (a) before the definition of “Activities”, **insert**—
 - “ ‘**Accrued Expenses**’ has the meaning given by clause 9.2;”;and
- (b) in the definition of “Activities”, for “National Gambling Research Program”, **substitute** “GRA Program”; and
- (c) for the definition of “Activity Period”, **substitute**—
 - “ ‘**Activity Period**’ has the definition given by Item B of the Schedule;”;and
- (d) in the definition of “Budget”, for “the Working Party”, **substitute** “GRA”; and
- (e) the definition of “Departmental Officers” is **deleted**; and
- (f) after the definition of “Funds”, **insert**—
 - “ ‘**GRA**’ means the body referred to in clause 1A;

*Memorandum of Variation to the memorandum of understanding
for the National Gambling Research Program*

Amendment 2

‘GRA Program’ means the Gambling Research Australia Program established by the Ministerial Council on Gambling and governed by this MOU;” and

- (g) the definition of “Intellectual Property” is **deleted**; and
- (h) in the definition of “Ministerial Council on Gambling”, for “Family and Community Services”, **substitute** “Families, Housing, Community Services and Indigenous Affairs”; and
- (i) the definition of “Moral Rights” is **deleted**; and
- (j) for the definition of “MOU”, **substitute**—

“ **‘MOU’** means this Memorandum of Understanding as in force from time to time;” and
- (k) in the definition of “MOU Material”, for “means, all Material”, **substitute** “means all Material”; and
- (l) the definition of “National Gambling Research Program” is **deleted**; and
- (m) in the definition of “Project”, for “National Gambling Research Program”, **substitute** “GRA Program”; and
- (n) for the definition of “Project Brief”, **substitute**—

“ **‘Project Brief’** means a brief prepared by the Secretariat in respect of a Project, for the purposes of the procurement and management of the Project;” and
- (o) for the definition of Research Report, **substitute**—

“ **‘Research Report’** means a report produced by a Project Contractor in compliance with a contractual obligation according with clause 4.3;” and
- (p) the definition of “Working Party” is **deleted**; and
- (q) for the definition of “Year of Funding”, **substitute**—

“ **‘Year of Funding’** means—

 - (a) the period commencing on the Commencement Date and ending on the following 30 June; and
 - (b) each of the 12 month periods ending on 30 June 2004, 30 June 2005, 30 June 2006, 30 June 2007 and 30 June 2008.”.

- (2) In clause 1.4, for “the Working Party”, **substitute** “GRA”.

*Memorandum of Variation to the memorandum of understanding
for the National Gambling Research Program*

Amendment 3

(3) After clause 1.4, **insert—**

“1.5 A reference in this MOU to a **Circular Resolution** includes a reference to a decision made by a process with the following features—

- (a) notice of the proposed decision had been circulated in writing on paper (including by facsimile transmission) or by email among all of those entitled to vote upon, or otherwise assent to or object to the proposed decision;
- (b) the notice of the proposed decision was accompanied by directions which included the date by which a response was required and the way or ways in which the response was to be made;
- (c) a failure to respond by the date or in one of the ways required was regarded as a vote in favour of the proposed decision.”

3. Constitution for GRA

After clause 1, **insert—**

“1A. GRA

- (1) GRA (also known as Gambling Research Australia) is comprised of—
 - (a) one or more officers nominated from time to time by each of the Departments listed in Item E of the Schedule to participate in respect of the Parties; and
 - (b) a representative from the Community Services Ministers’ Advisory Council Gambling Working Party.
- (2) Without limiting the ways in which GRA determines its own procedure, GRA—
 - (a) may appoint a convener and one or more deputy conveners; and
 - (b) may, in the absence of the convener or a deputy convener, appoint a person to chair a particular meeting; and
 - (c) may meet by telephone conference or electronic means of meeting; and

*Memorandum of Variation to the memorandum of understanding
for the National Gambling Research Program*

Amendment 4

- (d) may meet in public or in private and, when meeting in private, may admit visitors or observers in its discretion; and
 - (e) may make decisions by Circular Resolution; and
 - (f) shall ensure that accurate records are kept of its decisions, including those present and voting in respect of them.
- (3) In determining whether a proposal has the unanimous or other requisite approval of GRA—
- (a) only Parties may vote;
 - (b) one vote only shall be exercised in respect of each Party;
 - (c) an abstention, in respect of a Project by a Party which would not be making a financial contribution to the Project, is to be disregarded.”.

4. Amendments concerning the conduct of the Activities

(1) In clause 2.1—

- (a) in paragraph (a), for “the Ministerial Council on Gambling’s National Gambling Research Program”, **substitute** “the GRA Program”; and
- (b) in paragraph (b)—
 - (i) for “Research and Project Briefs”, **substitute** “Project Briefs”; and
 - (ii) for for “the Working Party”, **substitute** “GRA”; and
 - (iii) for “National Gambling Research Program”, **substitute** “GRA Program”; and
- (c) in paragraph (c)—
 - (i) in the part preceding sub-paragraph (i), for “the causes and social consequences of problem gambling,”, **substitute** “problem gambling, its causes, its social consequences and relevant interventions to address it—”
 - (ii) for sub-paragraphs (i) and (ii), **substitute**—
 - “(i) establish and maintain the Website to publicise the activities of the GRA Program and to hold relevant material, as specified in Item A of the Schedule; and
 - (ii) establish the Database as a store of

*Memorandum of Variation to the memorandum of understanding
for the National Gambling Research Program*

Amendment 5

Australian research on gambling, particularly the causes and social consequences of problem gambling, and ensure that the Database remains up-to-date;"; and

(iii) in sub-paragraph (iv), for "commissioned by Victoria", **substitute** "procured as part of the GRA Program".

(2) After clause 2.1, **insert**—

"2.1A GRA may from time to time give standing directions, or approve protocols, for the guidance of the Secretariat in undertaking the functions set out in clause 2.1 and elsewhere in this MOU.

2.1B In addition to any other standing direction or protocol given or approved for the purposes of clause 2.1A, GRA shall approve a protocol for ensuring that GRA Program Research is subject to peer review."

(3) In clause 2.2, for "the Working Party", substitute "GRA".

5. Amendments concerning the management of the Program

(1) In the clause heading for clause 3, for "National Gambling Research Program", **substitute** "GRA Program".

(2) In clause 3.1—

(a) for "National Gambling Research Program", **substitute** "GRA Program"; and

(b) for "commission", **substitute** "procure"; and

(c) for "approval of the Working Party", **substitute** "approval of GRA"; and

(d) for "the Working Party members", **substitute** "the members of GRA".

(3) In clause 3.2—

(a) in paragraph (b), for "the Working Party for their", **substitute** "GRA for its"; and

(b) for paragraph (c), **substitute**—

"(c) In respect of a Project Brief and proposed budget the principle of which is unanimously supported by GRA but upon the detail of which the members are not agreed—

*Memorandum of Variation to the memorandum of understanding
for the National Gambling Research Program*

Amendment 6

- (i) the members will act reasonably and in good faith to reach unanimous approval with respect to amendments to be made to the Project Brief; and
 - (ii) Victoria will make the amendments unanimously approved by GRA to the Project Brief; and
 - (iii) the Project Brief amended as approved by GRA will also include the required work and outcomes which shall be included in the procurement process conducted for the purposes of the Project; and”;
 - (c) for paragraph (d), **substitute**—
 - “(d) Victoria will procure or undertake research projects in a manner consistent with such procurement, grant or other policies applicable to the Department hosting the Secretariat, including—
 - (i) in respect of commissioned research—public tender, selective tender and request for quotation; and
 - (ii) in respect of clearinghouse activities—the use of external consultants or departmental staff on terms disclosed to and agreed with GRA;”;
 - (d) in paragraph (e), for “the Working Party” twice appearing, **substitute** “GRA”.
- (4) After clause 3.2, **insert**—
- 3.3 Victoria shall use reasonable endeavours to contract all project briefs approved during the Activity Period.
 - 3.4 Victoria shall not enter into binding contractual arrangements in respect of an Activity after the end of the Activity Period.
 - 3.5 Despite clause 3.4, Victoria may, with the approval of GRA, agree to vary the terms of a contract first made during the Approval Period.”.

6. Managing ongoing research

- (1) In clause 4.2, for “the Working Party” appearing in sub-clause 4.2, **substitute** “GRA”.

*Memorandum of Variation to the memorandum of understanding
for the National Gambling Research Program*

Amendment 7

- (2) In clause 4.3, for “research undertaken (“Research Report”), **substitute** “research undertaken”.
- (3) In clause 4.4—
 - (a) for “will be made available”, **substitute** “is, or is able to be, made available”; and
 - (b) for “the Working Party” (twice appearing), **substitute** “GRA”.
- (4) In clause 4.5, for “the Working Party” (twice appearing), **substitute** “GRA”.
- (5) In clause 4.6, for “Working Party” **substitute** “GRA”.
- (6) For clause 4.7, **substitute**—

“4.7 Victoria shall include in each Project Contract a requirement that the Project Contractor will, as soon as practicable after submission of the Research Report, provide Victoria with the relevant project data, for distribution to and use by those of the Parties which contributed to the Project.

4.8 It is intended that Victoria, for the purposes of clause 4.7, would identify the relevant project data, and the format or formats in which the data are to be provided, on a case by case basis, taking into account—

- (a) the methodology of the project;
- (b) relevant ethical and privacy considerations;
- (c) the general need for the Parties to have access to data in a form which is capable of practicable application or interpretation; and
- (d) any specific data needs of the Parties identified during the process of approval of the relevant Project Brief.”.

7. Payment of funds & other assistance

- (1) In clause 5.1, for “shall for the Activity Period pay Victoria the Funds”, **substitute** “shall for each Year of Funding forward to Victoria, for payment into the Trust Account, the Funds”.
- (2) In clause 5.2, for “Victoria shall, for the Activity Period, contribute Funds for the purposes of the Program,”, **substitute** “Victoria shall cause to be paid, into the Trust Account, Funds”.

*Memorandum of Variation to the memorandum of understanding
for the National Gambling Research Program*

Amendment 8

- (3) For clause 5.3, **substitute**—

“5.3 Parties contributing Funds on a project-by-project basis will indicate their intention to contribute Funding within one month after the Project Brief being approved by GRA.”

8. Invoicing arrangements

- (1) For clause 6.2, **substitute**—

“6.2 GRA may vary the Budget for a Year of Funding (current or future) or for a particular Project, subject to—

(a) any budget increase being agreed to by all Parties contributing Funds in respect of the Activity or Activities to which the increase relates; and

(b) any budget decrease, with respect to an Activity or Activities in respect of which Victoria has already made a payment or incurred a liability, not reducing the budget to less than the amount of the amount paid or incurred, unless Victoria agrees otherwise; and

(c) any budget decrease with respect to Secretariat Services being agreed to by Victoria.”

- (2) In clause 6.3, for “a Trust account”, **substitute** “the Trust Account”.

9. Budget costs and disbursements (including Secretariat costs)

- (1) For the clause heading to clause 8, **substitute** “Budget costs and disbursements (including Secretariat costs)”.

- (2) In clause 8.1, for “The Working Party”, **substitute** “GRA”.

- (3) For clause 8.2, **substitute**—

“8.2 The Budget (including any Budget for subsequent financial years, as approved by GRA) includes both administrative and research project costs and will be submitted each year for the Ministerial Council on Gambling’s noting, through GRA.”

- (4) In clause 8.3—

(a) in paragraph (b), for “National Gambling Research Program”, **substitute** “GRA Program”; and

(b) At the end of paragraph (b), **insert**—

“; and

(c) such other amounts as are approved by GRA”.

*Memorandum of Variation to the memorandum of understanding
for the National Gambling Research Program*

Amendment 10

- (5) In clause 8.4—
- (a) for “under clause 8.3”, substitute “under clause 8.3(a) or (b)”; and
 - (b) for “National Gambling Research Program”, **substitute** “GRA Program”.
- (6) In clause 8.5—
- (a) “National Gambling Research Program”, **substitute** “GRA Program”.
 - (b) for “commissioned” (appearing in paragraph (c)), **substitute** “procured”.

10. Unexpended and Unacquitted Funds

- (1) For clause 9.1, **substitute**—
- “9.1 Within 3 months after the later of—
- (a) the completion of the Activity Period; and
 - (b) the completion of all the Projects commenced during the Activity Period—
- Victoria shall return to each of the Parties its share of the unspent Funds and other moneys remaining in the Trust Account, calculated in proportion to their relative contributions, with the exception of any amounts approved by GRA upon the recommendation of Victoria as being required in respect of Accrued Expenses.”
- (2) For clause 9.2, **substitute**—
- “9.2 The Accrued Expenses are the amounts Victoria shall, in respect of Projects, be liable to pay after the later of—
- (a) the completion of the Activity Period; and
 - (b) the completion of all of the Projects contracted during the Activity Period—
- including amounts which are incapable of precise quantification at that time.”
- (3) In clause 9.4—
- (a) for “Accrued Expenses”, **substitute** “Accrued Expenses (or a class of Accrued Expenses)”; and
 - (b) in clause 9.4, for “National Gambling Research Program”, **substitute** “GRA Program”.
- (4) in clause 9.5, for “the National Gambling Research Program”—
-

*Memorandum of Variation to the memorandum of understanding
for the National Gambling Research Program*

Amendment 11

- (a) where it first appears, **substitute** “the GRA program”; and
- (b) where it second appears, **substitute** “the Program”.

11. Audit & Monitoring

- (1) In clause 10.2, for “National Gambling Research Program”, **substitute** “GRA Program”.
- (2) For clause 10.3, **substitute**—
 - “10.3 Victoria shall also prepare regular reports setting out, on a year-to-date basis, the information required by paragraphs (a)–(e) of clause 10.2. The reports are to be issued—
 - (a) quarterly, within 3 weeks after the end of the relevant quarter; or
 - (b) at Victoria’s option, if GRA is scheduled to meet 4 times or more in coming year, to each meeting of GRA, based on information current as at the end of the month preceding the GRA meeting.”.
- (3) In clause 10.5, for “National Gambling Research Program”, **substitute** “GRA Program”.
- (4) In clause 10.6, for “the Working Party”, **substitute** “GRA”.

12. Review of the memorandum of understanding

Clause 11 is deleted.

13. Intellectual property rights—relating to contracts

- (1) For clause 15.1, **substitute**—
 - “15.1 Subject to this clause 15, it is intended that—
 - (a) in respect of an item of MOU material which has been produced by or commissioned by Victoria, Intellectual Property shall vest in Victoria; and
 - (b) in respect of a Project which has been the subject of a grant or been procured in some other way, that Victoria will hold (for its benefit and that of the Parties contributing to the Project) a perpetual, non-exclusive licence in respect of the Intellectual Property in the Project.”.
- (2) For clause 15.6, **substitute**—

*Memorandum of Variation to the memorandum of understanding
for the National Gambling Research Program*

Amendment 14

“15.6 The right to require Victoria to grant a licence under clause 15.4 continues beyond the end of the Activity Period and survives the expiration or termination of this MOU.”.

14. Disclosure of information

After clause 16.2, **insert**—

“16.3 Clauses 16.1 and 16.2 apply to MOU material as though it were Confidential Information except to the extent that GRA has unanimously determined that a class or classes of, or particular, MOU material should be published or otherwise be made available beyond the Parties.”.

15. Dispute resolution

In clause 18.1, for “Departmental Officers”, **substitute** “members of the Ministerial Council on Gambling Officials Group”.

16. Goods and Services Tax

For clause 19, **substitute**—

“19. Goods and Services Tax

The funding amounts set out in Item D of the Schedule are exclusive of any applicable Goods and Services Tax.”.

17. The Schedule

(1) In the Schedule, for Item A, **substitute**—

“A. Program priority areas

[Clause 3.1]

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

- (a) *First priority area:* National approach to definitions of problem gambling and consistent data collection
- (b) *Second priority area:* 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;
- (c) *Third priority area:* Best approaches to early intervention and prevention to avoid problem gambling;
- (d) *Fourth priority area:* Major study of problem gamblers, including their profile, attitudes, gambling behaviour and the impact of proposed policy measures on them; and
- (e) *Fifth priority area:* 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;

*Memorandum of Variation to the memorandum of understanding
for the National Gambling Research Program*

Amendment 17

- (f) *Sixth priority area:* Patterns of gambling and strategies for harm reduction in specific communities and populations, such as Indigenous, Rural, Remote or Culturally and Linguistically Diverse communities, younger people or older people—

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.”.

- (2) For Item B of the Schedule, **substitute**—

“B. Time-Frame and Activity Period

[Clause 1.1]

The Commencement Date is 29 October 2003.

The Activity Period is the period between the Commencement Date and 30 June 2009.”.

- (3) In Item C of the Schedule—

- (a) beside the item heading, **insert** “[*Clause 8*]”; and
- (b) for “Secretariat’s Budget”, substitute “budget (including all project budgets and the budget for the Secretariat)”; and
- (c) for “the Working Party” (twice appearing), substitute “GRA”.

- (4) In Item D of the Schedule—

- (a) beside the item heading, **insert** “[*Clause 5*]”; and
- (b) for “first year of the National Gambling Research Program” appearing in the row of the table referring to the Commonwealth, **substitute** “first year of the Program”.
- (c) in the row of the table referring to New South Wales, the words following “\$290,000 per annum” are **deleted**.

- (5) In Item E of the Schedule—

- (a) beside the item heading, **insert** “[*Clause 1A.1*]”; and
 - (b) for “Department of Family and Community Services”, **substitute** “Department of Families, Housing, Community Services and Indigenous Affairs”; and
 - (c) for “Department of Gaming and Racing”, **substitute** “Office of Liquor, Gaming and Racing”.
-

*Memorandum of Variation to the memorandum of understanding
for the National Gambling Research Program*

Execution and attestation

*Memorandum of Variation to the memorandum of understanding
for the National Gambling Research Program*

Execution and attestation

EXECUTION—AUSTRALIAN GOVERNMENT

Date:

EXECUTED for and on behalf of the
Commonwealth of Australia by
Hon. Jenny Macklin MP, Minister for
Families, Housing, Community
Services and Indigenous Affairs, in
the presence of:

}

J. Macklin
.....

MARY ELLEN MILLER
.....

Print name:

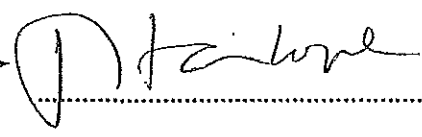
*Memorandum of Variation to the memorandum of understanding
for the National Gambling Research Program*

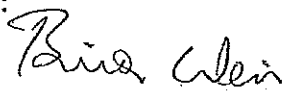
Execution and attestation

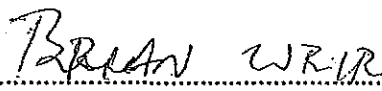
EXECUTION—AUSTRALIAN CAPITAL TERRITORY

Date: 18 JUN 2008

EXECUTED for and on behalf of the
Australian Capital Territory by
Hon. Jon Stanhope MLA, Treasurer, in
the presence of:

} 
.....




.....

Print name:

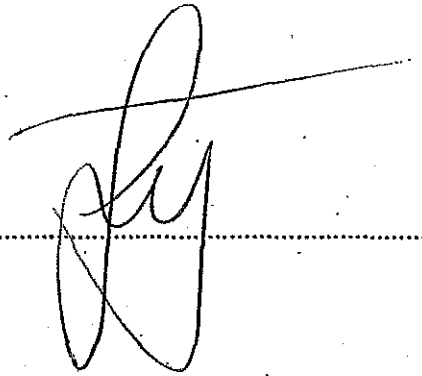
*Memorandum of Variation to the memorandum of understanding
for the National Gambling Research Program*


Execution and attestation

EXECUTION—NEW SOUTH WALES

Date:

EXECUTED for and on behalf of the
State of New South Wales by
Hon. Graham West MP, Minister for
Gaming and Racing, in the presence of:

} 


.....
Print name: ANN HOLLAND

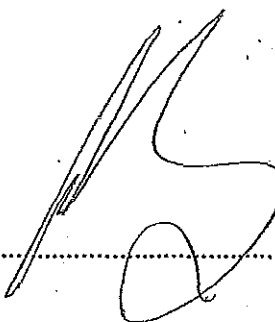
*Memorandum of Variation to the memorandum of understanding
for the National Gambling Research Program*

Execution and attestation

EXECUTION—NORTHERN TERRITORY

Date: - 2 JUN 2003

EXECUTED for and on behalf of the
Northern Territory of Australia by
Dr Christopher Burns MLA, Minister
for Racing, Gaming and Licensing, in
the presence of:

} 

Chris Burns

.....
Print name:

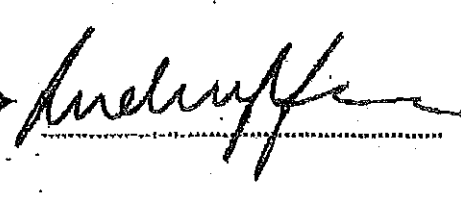
*Memorandum of Variation to the memorandum of understanding
for the National Gambling Research Program*

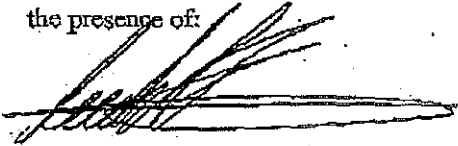
Execution and attestation

EXECUTION—QUEENSLAND

Date: 05/06/08.

EXECUTED for and on behalf of the
State of Queensland by
Hon. Andrew Fraser MP, Treasurer, in
the presence of:

} 



LACHLAN SMITH
Print name: POLICY ADVISOR.

*Memorandum of Variation to the memorandum of understanding
for the National Gambling Research Program*


Execution and attestation

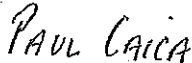
EXECUTION—SOUTH AUSTRALIA

Date: 09.06.08

EXECUTED for and on behalf of the
State of South Australia by
Hon. Paul Caica MP, Minister for
Gambling, in the presence of:

}


.....



.....
Print name:

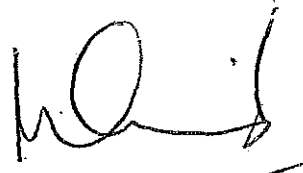
*Memorandum of Variation to the memorandum of understanding
for the National Gambling Research Program*

Execution and attestation

EXECUTION—TASMANIA

Date:

EXECUTED for and on behalf of the
State of Tasmania by
Hon. Michael Aird MLC, Treasurer, in
the presence of:

} 
.....

.....
Print name:

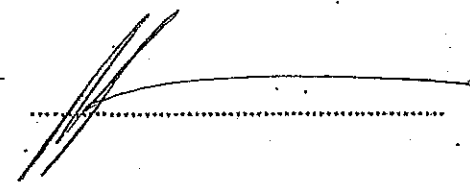
*Memorandum of Variation to the memorandum of understanding
for the National Gambling Research Program*

Execution and attestation

EXECUTION—VICTORIA

Date:

EXECUTED for and on behalf of the
State of Victoria by
Hon. Tony Robinson MP, Minister for
Gaming, in the presence of:

} 

TONY ROBINSON

.....
Print name:

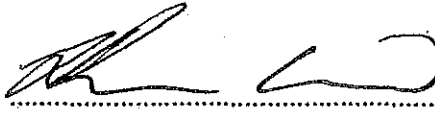
*Memorandum of Variation to the memorandum of understanding
for the National Gambling Research Program*

Execution and attestation

EXECUTION—WESTERN AUSTRALIA

Date:

EXECUTED for and on behalf of the
State of Western Australia by
Hon. Ljiljanna Ravlich MLC, Minister
for Racing and Gaming, in
the presence of:

} 
.....

Ljiljanna Ravlich
.....
Print name:

26 MAY 2008