

DATED

2017

COLLABORATION AGREEMENT

In relation to the provision of the Wales Interpretation and Translation Services
“WITS”

Between

(1) The County Council of the City and County of Cardiff

And

(2) OTHERS

CONTENTS

Clause

- 1 Definitions and Interpretation
- 2 Commencement, duration and termination
- 3 Collaboration
- 4 Commitments of the Parties and Contributions
- 5 Governing Principles
- 6 Project Governance – Advisory Board
- 7 Advisory Board Responsibilities, Hosting and Costs
- 8 WITS Manager
- 9 Intellectual Property
- 10 Liability of the Parties
- 11 Insurance
- 12 Charges
- 13 Assets, Accommodation and New Members
- 14 Confidentiality and Announcements
- 15 Contracts (Third party Rights)
- 16 Notices
- 17 Governing Law and Welsh Language
- 18 Assignments
- 19 Waiver
- 20 Entire Agreement and Variation
- 21 Audit
- 22 Counterparts
- 23 Relationship of the Parties
- 24 Dispute Resolution
- 25 Data Protection
- 26 Freedom of Information
- 27 Mitigation
- 28 Statutory Responsibilities
- 29 Severability

Appendix 1	WITS
Appendix 2	Information and Communication technology - Policies
Appendix 3	Charges and Invoicing
Appendix 4	Terms of Reference for the Advisory Board
Appendix 5	WITS Manager
Appendix 6	Not Used
Appendix 7	Information Governance Memorandum of Understanding

THIS COLLABORATION AGREEMENT is made on

Of

2017

BETWEEN

1. The County Council of the City and County of Cardiff whose principal office is situate at County Hall, Atlantic Wharf, Cardiff Bay, CF10 4UW
2. Abertawe Bro Morgannwg University Health Board whose principal office is situate at Abertawe Bro Morgannwg UHB, PO Box 113, Pontypool, Gwent, NP4 4DH;
3. Aneurin Bevan University Health Board whose principal office is situate at AMB LHB, Finance Department, Mamhilad House, 2nd Floor, Block C, Pontypool, Gwent, NP4 4DH;
4. Betsi Cadwaladr University Health Board whose principal office is situate at BCUHB, NWSSP, Box 269, Rhyl, Denbighshire LL16 3ES
5. Blaenau Gwent Council whose principal office is situate at Blaenau Gwent County Council, Finance Department, Anvil Court, Church Street, Abertillery, Gwent, NP13 1DB
6. Bron Afon whose principal office is situate at Tŷ Bron Afon, William Brown Close Llantarnam Industrial Park, Cwmbran, Gwent, NP44 3AB
7. Carmarthenshire County Council whose principal office is situate at 5 Spilman Street, Camarthen. SA31 1LE
8. Cardiff and Vale University Health Board whose principal office is situate at Headquarters, UHW, Heath Park, Cardiff CF14 4XW

9. Cwm Taf University Health Board whose principal office is situated at Finance Department, Dewi Sant Hospital, Albert Road, Pontypridd, Mid Glamorgan. CF37 1LB;
10. Hywel Dda University Health Board whose principal office is situated at Hywel Dda University Health Board, PO Box 115, Pontypool, Gwent;
11. Merthyr Tydfil Council whose principal office is situated at Merthyr County Council, Payments, Civic Centre, Castle Street, Merthyr Tydfil;
12. Monmouthshire Council whose principal office is situated at County Hall, Y Rhadyr, Usk, Monmouthshire NP13 1GA
13. Neath Port Talbot Local Authority whose principal office is situated at Civic Centre, Port Talbot, SA13 1PJ.
14. Newport City Council whose principal office is situated at Newport City Council, Payments Room 334, Civic Centre, Newport Gwent;
15. Pembrokeshire Council whose principal office is situated at Pembrokeshire County Council, County Hall, Haverfordwest, SA61 1TP;
16. Powys Health Board whose principal office is situated at Powys Teaching Health Board HQ, Glasbury House, Bronllys Hospital, Bronllys, Powys LD3 0LS
17. Powys Local Authority whose principal office is situated at Powys County Council, PO Box 85, Llandrindod Wells, LD1 9BG;
18. Public Health Wales whose principal office is situated at Public Health Wales NHS Trust, 2 Capital Quarter, Tyndall Street, Cardiff, CF10 4BZ;

19. Rhondda Cynon Taff Council whose principal office is situated at Rhondda Cynon Taff Local Authority, Equalities, Diversity & Social Justice Team Hr, The Pavilions, Cambrian Park, Clydach Vale, Tonypany, Mid Glamorgan CF40 2XX;
20. Swansea Council whose principal office is situated at City & County of Swansea Council, Civic Centre, Oystermouth Road, Swansea, SA1 3SN;
21. The Chief Constable for Dyfed whose principal office is situated at PO Box 99, Llangunnor, Carmarthen, SA31 2PF
22. The Chief Constable for Gwent whose principal office is situated at Police Headquarters, Croesyceiliog, Cwmbran, Gwent, NP44 2XJ
23. The Chief Constable of North Wales Police whose principal office is situated at Force headquarters, Glan-y-Done, Colwyn Bay, LL29 8AW;
24. The Chief Constable of South Wales Police whose principal office is situated at Police Headquarters, Cowbridge Road, Bridgend, CF31 3SU
25. The Office of the Police and Crime Commissioner for Gwent whose principal office is situated at Police Headquarters, Croesyceiliog, Cwmbran, Gwent, NP44 2XJ
28. The Police and Crime Commissioner for Dyfed whose principal office is situated at PO Box 99, Llangunnor, Carmarthen, SA31 2PF
26. The Police and Crime Commissioner for North Wales whose principal office is situated at Force headquarters, Glan-y-Done, Colwyn Bay, LL29 8AW;
27. The Police and Crime Commissioner for South Wales Police whose principal office is situated at Ty Morgannwg, Police Headquarters, Cowbridge Road, Bridgend, CF31 3SU

28. Torfaen County Borough Council whose principal office is situate at Civic Centre, Pontypool, Gwent, NP4 6YB
31. Vale of Glamorgan Council whose principal office is situate at Vale of Glamorgan, Civic Offices, Holton Road, Barry, CF63 4RU;
29. Valleys 2 Coast whose principal office is situate at Valleys 2 Coast Housing, Tremains Business Park, Tremains Road, Bridgend, Mid Glamorgan, CF31 1TZ;
30. Velindre NHS Trust whose principal office is situate at Velindre NHS Trust, Unit 2 Charnwood Court, Parc Nantgarw, Cardiff, CF15 7QZ;

RECITALS

- (a) In order to provide more cost effective services and ensure that the Members who are a party to this Agreement have access to the widest possible expertise the Members have agreed to collaborate upon the basis set out in this Agreement for the provision of a shared managed interpreter and translation service ('WITS'), which service is detailed in Appendix 1. Historically the interpretation and translation services was hosted and managed by GP and provided to the Members under a Memorandum of Understanding and Service Level Agreement. The Members wish to formalise the arrangement by concluding this Agreement setting out the roles and responsibilities of the Members and procure a managed Agency Provider of interpreters and translators.
- (b) The Members agree that this is a continuance of the practical arrangements that have been in place since 2009. On behalf of the Members, GP have requested and the Council has agreed to host and manage WITS. The Council has procured an Agency Provider on behalf of and for use of the Members to assist the Host Authority to provide WITS. In consideration, the Members will make payment for WITS and contribute to the Advisory Board. The Members acknowledge that the current position with regard to WITS and

the contributions already made (financial and otherwise) are as detailed in the Appendix 3 to this Agreement.

- (c) The Members agree that such an arrangement would contribute to the promotion and improvement of the social well-being of their respective areas as provided under Sections 1 and 2 of the Local Government Act 2000, and in respect of the policing Members, enhance the policing function to provide efficient and effective policing under section 1 of the Police Reform and Social Responsibility Act 2011 and such cooperation would assist the Members in performing their respective public services.

- (d) It is agreed and acknowledged by the Members that WITS shall be delivered on a not for profit basis and that this cooperative arrangement is governed by considerations relating to promoting the public interest and fulfilling public duties. The Members intend WITS to be collaborative in respect of their respective and mutual interpretation and translation needs on a shared basis rather than one of a commercial contract to supply these services.

- (e) This Agreement is entered into pursuant to the powers referred to below:
 - S.2 Local Government Act 2000.
 - S.111 and 113 Local Government Act 1972
 - S. 9 Local Government Wales Measure 2009
 - S. 1 Local Authority (Goods and Services) Act 1970
 - S. 25 of the Children Act 2004
 - S. 33 of the National Health Service (Wales) Act 2006
 - S. 162 of the Social Services and Wellbeing Wales Act 2014
 - S. 22A the Police Act 1996 (as amended by the Police Reform and Social Responsibility Act 2011)
 - S.1, S.89, Paragraph 4 Schedule 1 and paragraph 7 of the Schedule 2 of the Police Reform and Social responsibility Act 2011and
all other enabling powers now (and in the future) vested in the Members.

- (f) It is acknowledged and agreed that the Members will wish to keep this Agreement under annual review and will be a matter for consideration of the Advisory Board.
- (g) This Agreement is established for the purpose of creating resilience, sharing resources and achieving financial efficiencies. Nothing in this Agreement shall be construed as creating a legal partnership within the meaning of the Partnership Act 1890 or otherwise between the Members.
- (h) The Members wish to record the basis on which they will collaborate with each other for the provision of WITS and sets out:
 - i. the key objectives;
 - ii. the principles of collaboration;
 - iii. the governance structures the Members will put in place; and
 - iv. the respective roles and responsibilities the Members will have on the Advisory Board and WITS.
- (i) This Agreement is intended by the Members to form a contract which establishes cooperation and collaboration between contracting authorities for the purpose of Regulation 12 (7) of the Public Contracts Regulations 2015.
- (j) This Agreement sets out all the terms and requirements upon the Members and is intended to be legally binding.

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the Recitals and the Appendices, unless, the context otherwise requires the following terms shall have the meaning given to them below: -

“Advisory Board”	the body established pursuant to clause 6 of which the terms of reference are set out in Appendix 4
------------------	---

“Advisory Board Members”	means those officers nominated by each individual Member as set out in clause 6
“Agency Provider”	the provider of the managed agency services that the Council will procure and conclude an agreement with on behalf of the Members in its capacity of Host Authority to assist in the provision of WITS
“Agreement”	means this agreement between the Members entered into on the date given.
“Annual Running Costs”	means the annual running costs for the provision of WITS incurred by the Host Authority as set out in Appendix 3.
“Annual Service Plan”	means a plan approved by the Advisory Board and updated annually, which sets out the costs and income of WITS along with the objectives for delivery of WITS.
“Appendix”	means an appendix attached to this Agreement
“Business Day”	means any day other than a Saturday or Sunday or a public or bank holiday in England and/or Wales;
“the Council”	shall mean the County Council of the City and County of Cardiff
“CEDR”	means the Centre for Dispute Resolution
“Change”	means a change to WITS and/or a variation to the terms of the Agreement (including, but not limited

to any change to WITS) agreed in writing by all the Members.

- “Charges” means the charges which shall become due and payable by the Client Authority to the Host Authority in respect of the provision of WITS in accordance with the provisions of clause 12 and Appendix 3
- “Client Authority” and “Client Authority” means the Member on whose behalf the Client Authorities” WITS is provided by the Host Authority as the context requires
- “Commencement Date” means the 1st July 2017;
- “Confidential Information” means:
- a) all know how and other information whether commercial, financial, technical or otherwise relating to the business, affairs or methods of any Member, which is contained or discernible in in any form whatsoever (however it is conveyed or on whatever media it is stored) including without limitation software, data, drawings, films, documents, and computer readable media or information whether or not marked or designated as confidential or proprietary or which is disclosed orally or by demonstration and which is described at the time of disclosure as confidential or is clearly so from its content or the context of disclosure or which would or would be likely to prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights, know-how of and Member and all personal data and sensitive data within the meaning of the DPA; and

b) any Commercially Sensitive Information

“Contract” means the Agreement between the Council and the procured Agency Provider for the provision of managed agency services

“DPA” means the Data Protection Act 1998

“Data Protection Legislation” means the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner

“Expiry Date” the first anniversary or such other date as may be applicable pursuant to clause 2

“Financial Year” shall begin on April 1st in any year and end on the following March 31st.

“GP” means Gwent Police

“Host Authority”	means the Council, having the principal responsibility for undertaking the tasks comprising WITS and which is authorised by the Members to determine how to best undertake such tasks
“Intellectual Property Rights”	any and all patents, trademarks, trade names, copyright, moral rights, rights in design, rights in databases, knowhow and all or other intellectual property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating to them and the right to apply for registration of them
“Member”	means the members that are a party to this Agreement or the individual member as the context requires
“Model Procedure”	means the Centre for Dispute Resolution Model Mediation Procedure
“Law”	any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgement of a relevant court of law, or directives or requirements of any regulatory body with which each Member is bound to comply.
“Month(s)”	a calendar month and “monthly” shall be interpreted accordingly;

“Memorandum of Understanding on Information Governance”	means the agreement between each member and the Council acting as the Host Authority as set out in Appendix 7
“Personal Data”	means the personal data as defined in the DPA
“Policies”	those Council policies insofar as they are applicable to WITS
“Schedule of Charges”	means the list of Charges set out in Appendix 3 and paid in accordance with clause 12 of this Agreement made by the Host Authority at the Commencement Date for providing WITS to the Members in the first year of this Agreement and thereafter as amended by the Host Authority and approved by the Advisory Board (no later than 20th Business Day in any Financial year)
“Term”	means the duration of the Agreement in accordance with clause 2.1
“Transferring Staff”	NOT USED
“TUPE”	means the Transfer of Undertakings (protection of Employment) Regulations 2006
WEEE Regulations	means any waste electrical and electronic equipment as defined in The Waste Electrical and Electronic Equipment Regulations 2013
“WITS Fund”	means the sum of money as set out in Appendix 3 held by GP on behalf of the Members being the

sum that has accumulated as a reserve fund during the operation of WITS prior to the Commencement Date. For the avoidance of doubt this sum of money shall transfer to the Host Authority on the Commencement Date in accordance with clause 12

“WITS Management Team”

the team set up by the Host Authority to manage WITS

“WITS Reserve”

means the sum of money that may accumulate from the Commencement Date being the difference between the Charges made to the Client Authorities by the Host Authority and payments made to the Agency Provider by the Host Authority and such sum shall be within the control of the Host Authority to fund any liabilities in particular but not limited to employment and redundancy costs and or expenses that may occur and or are due and owing by the Host Authority during the provision of WITS in accordance with clause 12

“WITS”

means the services as set out in clause 3, 4 and Appendix 1 to this Agreement to be provided by the Host Authority.

1.2 Interpretation

In this Agreement, except where the context otherwise requires: -

- 1.2.1 the singular includes the plural and vice versa;
- 1.2.2 a reference to any clause, sub clause, paragraph, appendix, recital or annex is, except where expressly stated to the contrary, a reference to such clause, sub

clause, paragraph, appendix, recital or annex of and to this Agreement;

- 1.2.3 any reference to this Agreement or to any other document shall include any permitted variation, amendment or supplement to such document;
- 1.2.4 any reference to legislation shall be construed as a reference to any legislation as amended, replaced, consolidated or re-enacted;
- 1.2.5 a reference to a public organisation (to include, for the avoidance of doubt, any Council) shall be deemed to include a reference to any successor to such public organisation or any organisation or entity which has taken over either or both the functions and responsibilities of such public organisation;
- 1.2.6 a reference to a person includes firms, partnerships and corporations and their successors and permitted assignees or transferees;
- 1.2.7 the headings and captions in the body of this Agreement do not form part of this Agreement and shall not be taken into account in its construction or interpretation;
- 1.2.8 words preceding "include", "includes", "including" and "included" shall be construed without limitation by the words which follow those words; and
- 1.2.9 any reference to the title of an officer of any Member to this Agreement shall include any person holding such office from time to time by the same or any title substituted thereafter or such other officer as the relevant party may from time to time appoint to carry out the duties of the officer referred to.

1.3 For the avoidance of doubt the Appendices to this Agreement form part of this Agreement.

2. COMMENCEMENT, DURATION AND TERMINATION

2.1 Duration of Agreement

This Agreement and the rights and obligations of the Members shall be deemed to take effect on the Commencement Date and shall, expire automatically on the first anniversary of the Commencement Date, unless it is otherwise terminated or extended in accordance with this Agreement.

2.2 Termination and Withdrawal

Without prejudice to any other rights or remedies, this Agreement may be terminated:

- 2.2.1 in whole by the Host Authority, for whatever reason upon providing three (3) calendar months written notice to the other Members, effective on service.
- 2.2.2 in part by the Host Authority on three (3) calendar months written notice, as regards any one particular Member, where that Member is in default of the provisions of this Agreement and in the case of a breach capable of remedy fails to remedy the same to the satisfaction of the Host Authority within thirty (30) Business Days of being notified of the breach in writing by the Host Authority and being required to remedy the same.
- 2.2.3 In part, by the Host Authority, as regards any one particular Member or Members if more than one in the circumstances set out in Clause 2.2.4 below and for the avoidance of doubt this Agreement will continue in full force and effect with the remaining Members save where the Host Authority exercise their right to terminate this Agreement in accordance with Clause 2.2.1.
- 2.2.4 In part by a Member or Members (save the Host Authority shall be excluded from this Clause) upon thirty (30) Business Days' notice if the Host Authority commits a material breach of this Agreement and the Host Authority fails to remedy such breach within thirty (30) Business Days after issue of a written notice specifying the material breach and requesting it to be remedied.

2.2.5 Subject to Clause 2.1 and without prejudice to any other rights or remedies the Members may withdraw from this Agreement after the first anniversary on providing the Host Authority with no less than three (3) calendar months' notice effective on service.

2.3 Extension

Subject to the provisions of Clause 2.2, the Members may by agreement and giving written notice to the Members of not less than four (4) weeks decide to extend the Term of this Agreement (the Extension) on an annual basis (unless otherwise agreed by the Members) by way of a deed of variation or letter as agreed between the Members. The provisions of this Agreement will apply throughout any such extended period.

3 COLLABORATION

3.1 With effect from the Commencement Date, the Members shall collaborate in the establishment and subsequent operation of WITS and the Advisory Board.

3.2 The Members acknowledge and accept that all Members are public sector bodies who wish to work together to share the benefits of a common service. It is anticipated this collaboration will secure efficiencies through standardisation of requirements for WITS and simplification as WITS will be provided by a single Member (the Host Authority).

3.3 Each Member will:

3.3.1 co-operate and use all reasonable endeavours to ensure the success of WITS ;

3.3.2 act in good faith and in the spirit of co-operation in the Advisory Board and WITS ;

3.3.3 ensure that all communications are constructive, comprehensive, timely and open;

3.3.4 provide information promptly and in any event within five (5) Business Days to the others relating to their

involvement in WITS including results and interim results; and

3.3.5 aim to reach agreement in discussions for the good of the WITS rather than for individual Member gain.

3.4 From the Commencement Date the Host Authority shall provide the Client Authorities with WITS pursuant to the statutory provisions recited above and the Client Authorities hereby appoint the Host Authority to deliver WITS to it.

3.5 In consideration of the Host Authority providing WITS to the Client Authorities as set out in clause 4 the Client Authorities will pay the Charges to the Host Authority as set out in clause 12 and Appendix 3. The Members acknowledge and confirm that any Charges due under this Agreement (subject to allowing for the establishment and maintenance of a suitable reserve) shall not exceed the cost of providing WITS.

3.6 The Members acknowledge and accept that there will be an initial outlay of expenditure to establish WITS at the Council in accordance with the provisions of this Agreement and to that end each Member acknowledges and confirms that the WITS Fund will transfer to the Host Authority. The WITS Fund will pay, in whole or in part, for the establishment of WITS at the Host Authority.

4 COMMITMENTS OF THE MEMBERS AND CONTRIBUTIONS

4.1 The Host Authority shall with support provided by the other Members (such support shall include but not limited to the contribution to the Advisory Board of which the Host Authority will also contribute) provide WITS. The intended scope of the service provided by WITS is set out in Appendix 1.

4.2 The Council undertakes to:

4.2.1 carry out a tender process for the provision of managed agency services;

4.2.2 appoint an Agency Provider; and

4.2.3 conclude a Contract with that Agency Provider on behalf of Members for the benefit of WITS .

4.3 It is acknowledged and accepted in entering into this Agreement that the approach in structuring this arrangement (to include but not limited to the reliance on available powers) as set out in the Recitals by way of this Collaboration Agreement and procurement of the Agency Provider is a jointly agreed approach by the Members and is hereby approved by the Members.

4.4 NOT USED

4.5 GP shall provide IT support and access to IT systems necessary to facilitate the establishment of WITS for a period of 6 months and to the standard set out in Appendix 2 as provided by GP prior to the Commencement Date. GP's obligations to provide IT support for WITS will cease six (6) calendar months after the Commencement Date.

4.6 NOT USED

4.7 The Members shall contribute and comply with the duties and responsibilities in respect of the operation of the Advisory Board as set out in Appendix 4 so as to ensure WITS is a success.

4.8 NOT USED

4.9 It is agreed by the Members that, without prejudice to the foregoing, and where so required by the Host Authority, GP shall be responsible for the decommissioning of the IT equipment utilised for the purposes of WITS. The hardware will be decommissioned in accordance with the standard operating procedure for such decommissioning. Any data shall be secured. Without prejudice to the generality of the foregoing, if any element of the hardware is re-used, any disks shall be securely wiped using an accredited disk wipe utility and any hardware shall be disposed of via a manner that ensures full compliance with WEEE regulations.

4.10 The Members acknowledge that the successful delivery of WITS has a key role to play in meeting the overall objectives of the Members with regard to services to citizens. The Members agree to work together in good faith to make WITS a success.

4.11 The Members agree that in carrying out their respective roles (and subject to the other demands and priorities that each party may face) they will use their reasonable endeavours to achieve the following objectives of WITS, namely to:

4.11.1 Improve access to public services for vulnerable communities.

4.11.2 Provide improved local employment opportunities, increasing employment opportunities for local interpreters and contact centre staff.

4.11.3 Redirect public spending back into the local economy of Wales whilst providing a cost efficient service.

4.11.4 .

4.11.5 Guarantee service quality.

4.12 The Members agree that to the extent applicable to the services that form the subject matter of this Agreement, the Council's Policies (which copies will be available upon request) shall apply and include but not limited to, the Council's IT Security Policy (set out in Appendix 2) and Acceptable Usage Policy (set out in Appendix 2).

5 GOVERNING PRINCIPLES

5.1 Without prejudice to the terms of this Agreement or requiring any Member to incur additional costs, the Members agree that they will conduct their relationship in accordance with the following approach and principles ('the Principles'): -

- 5.1.1 collaborate and co-operate. Establish and adhere to the governance structure set out in this Agreement to ensure that activities are delivered and actions taken as required;
- 5.1.2 be accountable. Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this Agreement;
- 5.1.3 be open. Communicate openly about major concerns, issues or opportunities relating to WITS ;
- 5.1.4 learn, develop and seek to achieve full potential. Share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
- 5.1.5 adopt a positive outlook. Behave in a positive, proactive manner;
- 5.1.6 adhere to statutory requirements and best practice. Comply with applicable laws and standards including EU procurement rules, data protection and freedom of information legislation;
- 5.1.7 act in a timely manner. Recognise the time-critical nature of WITS and respond accordingly to requests for support;
- 5.1.8 manage stakeholders effectively;
- 5.1.9 deploy appropriate resources. Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this Agreement. In particular, the Members agree to make the contributions detailed in Appendix 3 of this Agreement; and
- 5.1.10 act in good faith to support achievement of the objectives set out in this Agreement and compliance with these Principles and take no action that would bring into disrepute the reputation and standing of any Member.

6. PROJECT GOVERNANCE – ADVISORY BOARD

- 6.1 The Members shall form an Advisory Board (‘Advisory Board ’) with the terms of reference set out in Appendix 4, for the purpose of overseeing and proposing the direction of WITS and making recommendations to the Host Authority.
- 6.2 The Advisory Board shall comprise of one representative nominated by each Member of sufficient seniority to enable the Advisory Board to operate within the terms of reference set out in Appendix 4.
- 6.3 The Chair of the Advisory Board shall be the representative nominated by the Advisory Board at the next meeting in December 2017 and reviewed on an annual basis.
- 6.4 The quorum for a meeting shall be seven (7) Members three (3) of whom shall be from the top quartile of spend in any one year of those who are entitled to attend on behalf of each Member. Each Member shall have one vote and matters shall be determined by simple majority vote, in the event of a tie, the Chair shall have the casting vote.
- 6.5 It is acknowledged and accepted that the Advisory Board shall act within its terms of reference and it is not intended to be a decision making body for any matters resting outside the terms of reference or which may risk and or cause the Host Authority to be in breach of its statutory powers.
- 6.6 It is further acknowledged and accepted that any recommendation that falls outside of the terms of this Agreement and or proposes a change to the structure and or operation of WITS will be subject to a decision of the Council’s Cabinet or relevant decision making officer as required and where applicable each Member’s organisation in accordance with their own organisation’s constitution

- 6.7 Each Member shall be responsible for ensuring compliance with its own organisational constitution and undertakes that the appropriate authority has been sought in concluding this Agreement. For the avoidance of doubt, nothing in this Agreement shall require or cause any Member to act other than in accordance with its organisational constitution or fetter the discretion of any Member to make any decisions in relation to WITS save that provided for in this Agreement.
- 6.8 Where the Host Authority receives notification from a Member of circumstances arising as set out in clause 6.5 and the Advisory Board is requested to make a recommendation to the Host Authority to enable WITS to function each Member shall work in good faith to propose a decision in a timely manner, however no recommendation shall be progressed by the Advisory Board unless and until each Member has confirmed it has the appropriate authority in writing as set out in this clause 6.
- 6.9 The Members shall, at their discretion, be entitled to replace their own Advisory Board Member provided that such replacement shall be on the same basis as the original appointed nominee.
- 6.10 The Advisory Board shall meet quarterly and any two Advisory Board Members may call additional meetings as and when required.
- 6.11 Minutes and actions will be recorded for each Advisory Board meeting. Any additional reporting requirement shall be at the discretion of the Advisory Board in accordance with the procedure set out in 6.2 above.
- 6.12 The Host Authority shall keep the minutes and provide the reports to the Advisory Board, which reports shall highlight:
- 6.12.1 Progress for the period since the last meeting or periods set by the Advisory Board;
 - 6.12.2 issues being managed;
 - 6.12.3 issues requiring direction and progress planned for the next period; and

6.12.4 Organisational: The Advisory Board Members shall be responsible for drafting reports into their respective organisation as required provided any such information shall comply with the provisions of clause 14 and 25 of this Agreement.

6.13 The Host Authority shall provide the members with prior notice of each meeting, specifying the time place and date no less than fourteen (14) clear Business Days' notice of that meeting.

6.14 An Agenda and any reports to be presented shall be provided to all Members no later than five (5) clear Business Days.

7 ADVISORY BOARD, HOSTING AND COSTS

7.1 The Advisory Board meeting shall be hosted by the Host Authority.

7.2 Each Member shall be responsible for meeting the costs of the attendance and preparation of their own Advisory Board Member in readiness for the Advisory Board meeting.

8 WITS MANAGER

8.1 The Host Authority will appoint and take into its employ an individual to manage WITS ('the WITS Manager') who will report to the Advisory Board. The duties of the WITS Manager are set out in Appendix 5.

8.2 The costs of employment and continuing employment of the WITS Manager and any other costs associated with employment shall be met by the Members as set out in Appendix 3.

9 INTELLECTUAL PROPERTY

- 9.1 Subject to clause 9.2 the Members agree that all Intellectual Property Rights whatsoever owned by any Member or Members before the Commencement Date shall remain the property of that Member ("Pre-existing Intellectual Property Rights).
- 9.2 The Member or Members (save the exclusion of the Host Authority for the purposes of this clause) as the context requires hereby grants to the Council a royalty free, non-exclusive, irrevocable, licence to use, modify or amend the Member or Members Pre-existing Intellectual Property Rights during and after the Term whether or not the Member or Members remain a party to this Agreement or not for the purpose of enabling the Host Authority to:
- 9.2.1 perform WITS ; and/or
 - 9.2.2 comply with any obligations arising from the performance of WITS.
- 9.3 The Members agree that any Intellectual Property Rights developed by the Council in the performance of WITS during the Term shall remain the property of the Members (at the time of development) in equal proportions unless the Members decide to formally assign any Intellectual Property Rights to a Member or Members in writing.
- 9.4 It is acknowledged and accepted that any third party Intellectual Property Rights that have been used in the provision of the services by GP shall continue to be used. The Members (other than the Host Authority) shall procure that the owner of any third party rights shall grant to the Council an authorised sub-licence to use, reproduce and maintain the materials or software.
- 9.5 It is a condition of the Agreement that WITS will not infringe any Intellectual Property Rights of any third party and each Member (other than the Host Authority) shall during and after the Term on written demand indemnify and keep indemnified the Council against all actions, suits, claims, demands,

losses, charges, damages, costs and expenses and other liabilities which the Council may suffer or incur as a result of or in connection with any breach of this clause, except where such claim relates to any infringement of a third party right which has arisen as a result of a direct action by the Council acting as Host Authority which is not in accordance with this Agreement or a wilful breach by the Host Authority of this Agreement.

9.6 It shall be a condition of this Agreement that all Members shall carry out their own due diligence to satisfy themselves that in entering into this Agreement they will not breach the provisions of clause 9.4 and each Member warrants and undertakes that they have taken all reasonable measures to comply with this clause 9.5.

9.7 The Members shall inform the Host Authority immediately of any breach of this clause 9 either during or after the Term of this Agreement and shall use reasonable endeavours to assist the Host Authority in defending any claims for breach.

10. LIABILITY OF THE MEMBERS

10.1 The Members acknowledge and agree that each Client Authority shall remain solely liable and responsible for any losses, claims, expenses, actions, damage and any other costs howsoever arising as a result of the use of WITS as a Client Authority.

10.2 Save as expressly provided in this Agreement the Members agree that no claim shall be made by any Member against the other to recover any loss or damage which may be incurred by reason of or arising out of the carrying out by a Member of its obligations under this Agreement.

10.3 Save as expressly provided in this Agreement the Members shall neither be responsible to indemnify, nor keep indemnified, each other against any losses, claims, expenses, actions, other demands, costs and liability suffered

by the other to the extent arising from any breach by the Member of its obligations under this Agreement.

10.4 Nothing in this Agreement shall be taken to exclude or restrict liability for fraudulent misrepresentation or for death or personal injury resulting from the negligence of any Member.

10.5 NOT USED

10.6 NOT USED

10.7 The Members shall remain liable and shall indemnify the Council against all future employment costs of the WITS Manager and any other costs associated with the WITS where the WITS Fund and WITS Reserve is not sufficient to meet any such costs.

11 INSURANCE

11.1 Each Member shall ensure that it has adequate insurance cover, or is prepared to bear its own costs (at the appropriate levels) for all and any risks and or liabilities of whatsoever nature arising out of their membership of WITS and or their obligations arising out this Agreement.

11.2 The Council shall ensure it has appropriate insurances in place in respect of its obligations under this Agreement.

12 CHARGES AND ASSOCIATED DOCUMENTATION

12.1 The Charges shall be set out in an invoice which will be issued by the Host Authority on the first Business Day of each month for the period of one month in arrears.

- 12.2 The Client Authority shall settle the invoice issued by the Host Authority within thirty (30) calendar days of the date of issue. For the avoidance of doubt, the invoice shall be paid by the Client Authority in full. The Client Authority must raise any issue and or dispute in relation to the invoice as soon as is practicable and in any event within sixty (60) calendar days of the date of issue the invoice in whole or in part.
- 12.3 The Host Authority will work with the Client Authority to resolve any dispute and it shall be raised in the first instance with the WITS Manager. Any dispute not resolved within ten (10) days shall be dealt with in accordance with clause 24. Should as a result of a dispute of an invoice a refund become due to a Client Authority, such refund will be credited to the following month's invoice submitted to that Client Authority. Such refund shall be credited once the dispute is resolved.
- 12.4 The Members acknowledge and accept that the provision of WITS is intended to be cost neutral to the Host Authority, as such the Charges will include all costs incurred or anticipated to be incurred by the Host Authority as set out in Appendix 3.
- 12.5 The Members agree that the WITS Fund shall be transferred to the Host Authority for the purposes of funding any costs above and beyond the costs of the individual services. The Members hereby grant the Host Authority the right to utilise the WITS Fund and WITS Reserve for the purposes set out within this Agreement.
- 12.6 The Host Authority shall review the Annual Service Plan in readiness for approval of the Advisory Board at the end of the first Financial Year and shall present to the Advisory Board no later than March in any Financial Year any recommendations in respect of varying or changing the Charges or any other Annual Running Costs of WITS.
- 12.7 In the event that the Advisory Board do not approve any variation and or changes to those Charges or Annual Running Costs the matter shall proceed

in accordance with clause 24 and pending resolution any amended Charges or Annual Running Costs shall be deemed to apply.

- 12.8 Each Member authorises and requests the Advisory Board on its behalf to maintain a true and complete set of records of personnel, activities and transactions relating to the performance of WITS and all transactions entered into by the Members arising out of this Agreement.
- 12.9 All documents kept by a Member pursuant to clause 12.8 shall be available at all reasonable times for inspection and copying by, the Advisory Board and any person duly authorised for or on behalf of the Member and the Host Authority and shall make available (or, as the case may be, procure the availability of) such items of clarification or substantiation as may be reasonably required by any Member in relation thereto including such oral or written explanations as may be considered necessary.
- 12.10 For the purposes of any scrutiny or other reasonable request for information relating to the Advisory Board and or WITS by any Member or for examination and certification of any Member's accounts or for the purposes of any internal or external audit of WITS, the Members shall cooperate and assist it in providing such information as may reasonably be required from time to time to meet obligations and to provide reports and returns.

13 ASSETS, ACCOMMODATION AND NEW MEMBERS

13.1 Not Used

13.2 Subject to clause 4.5 the Members, via the Host Authority, shall ensure that appropriate accommodation and facilities for the provision of WITS are provided and such facilities shall include serviced workstations and access to power, stationery and supplies, relevant hardware and software, (including MS Word Office, Excel and Outlook or equivalent) and telephone. All such

costs are to be shared by the Members and will form part of the Charges as set out in Appendix 3.

- 13.3 It is acknowledged and accepted by the Members that there may be a requirement for further IT solutions and or equipment to enable the operation of WITS. For the avoidance of doubt any additional cost of any such IT solution or otherwise that may be required will be agreed by the Advisory Board and if agreed such amount will be deducted from the WITS Fund and or WITS Reserve.
- 13.4 The Host Authority shall consider applications from public sector bodies to join in the collaboration and utilise WITS by becoming a member (a "New Member"). Any such New Member application shall be reported to the Advisory Board and providing the admission of any such New Member shall not cause the Host Authority to be (a) in breach of the terms of this Agreement and/ or (b) the Law and (c) the New Member was not previously a member of WITS whose membership was terminated by the members in accordance with this Agreement, the Host Authority shall take forward the recommendation of the Advisory Board. For the avoidance of doubt a New Member shall not be refused membership without due cause.

14 CONFIDENTIALITY AND ANNOUNCEMENTS

- 14.1 Each Member ("Covenanter") shall, both during the currency of this Agreement and at all times following its termination or expiry, keep private and confidential and shall not use or disclose other than as set out specifically in this Agreement (whether for its own benefit or that of any third party) any Confidential Information about the business of and/or belonging to the other Members of WITS which has come to its attention as a result of or in connection with this Agreement. This clause is not intended to prohibit the co-operation anticipated between the Members of the WITS.
- 14.2 The obligation set out in Clause 14.1 shall not relate to information which:-

- 14.2.1 comes into the public domain or is subsequently disclosed to the public (other than through default on the part of the Covenanter or any other person to whom the Covenanter is permitted to disclose such information under this Agreement);
- 14.2.2 is required to be disclosed by law;
- 14.2.3 was already in the possession of the Covenanter (without restrictions as to its use) on the date of receipt;
- 14.2.4 is required or recommended by the rules of any governmental or regulatory authority including any guidance from time to time as to openness and disclosure of information by public bodies; or
- 14.2.5 is necessary to be disclosed to provide relevant information to any insurer or insurance broker in connection with obtaining any insurance required by this Agreement.

14.3 No Member shall make any public statement or issue any press release or publish any other public document relating, connected with or arising out of this Agreement without the prior written consent of the other Members save where they are required to do so in accordance with any legal obligation.

15 CONTRACTS (THIRD PARTY RIGHTS)

15.1 The Members, as parties to this Agreement, do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

16 NOTICES

16.1 Any notice or demand in connection with this Agreement shall be in writing and shall be delivered by hand, prepaid first class post, special delivery post, facsimile or email, addressed to the recipient at the address or facsimile number set out as the principal office address at the start of this Agreement or

such other recipient address or facsimile number as may be notified in writing from time to time by a Member.

16.2 The notice or demand shall be deemed to have been duly served:-

16.2.1 if delivered by hand, when left at the proper address for service;

16.2.2 if given or made by prepaid first class post or special delivery post, 48 hours after being posted (excluding days other than Business Days);

16.2.3 if given or made by facsimile, at the time of transmission;

16.2.4 if given or made by email, at the time of transmission, provided that, where in the case of delivery by hand or transmission by facsimile or email such delivery or transmission occurs either after 4.00pm on a Business Day or on a day other than a Business Day service shall be deemed to occur at 9.00am on the next following Business Day.

16.3 For the avoidance of doubt, where proceedings to which the Civil Procedure Rules apply have been issued, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connection with those proceedings.

17 GOVERNING LAW AND WELSH LANGUAGE

17.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales. Subject to clause 24 (Dispute Resolution) the English and Welsh Courts shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement.

- 17.2 During the Agreement the Members agree that the Host Authority and Members (where applicable) shall comply with the requirements of:
- a) the Welsh Language (Wales) Measure 2011 and the Welsh Language Standards issued to the Council (Compliance Notice – Section 44 Welsh Language (Wales) Measure 2011 insofar as it relates to the provision of the Service. A copy of the Welsh Language Standards is available from www.cardiff.gov.uk/bilingualcardiff

18 ASSIGNMENTS

- 18.1 Save where specifically permitted in this Agreement the rights and obligations of a Member under this Agreement shall not be assigned, novated, sub-contracted or otherwise transferred without the Agreement of the other Members.
- 18.2 Not Used.

19 WAIVER

- 19.1 No failure or delay by a Member to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same or some other right, power or remedy unless a waiver is given in writing by that member.
- 19.2 Each Member shall pay their own costs incurred in connection with the preparation, execution, completion and implementation of this Agreement.

20 ENTIRE AGREEMENT AND VARIATION

- 20.1 This Agreement contains all the terms which the Members have agreed in relation to the subject matter of this Agreement and supersedes any prior

written or oral agreements, representations or understandings between the Members relating to such subject matter.

20.2 No Member has been induced to enter into this Agreement or any of these documents by statement or promise which they do not contain, save that this clause shall not exclude any liability which a Member would otherwise have to the other in respect of any statements made fraudulently by that Member.

20.3 This Agreement shall not be varied or amended unless such variation or amendments are agreed in writing by a duly authorised representative of each of the Members.

21 AUDIT

21.1 Each Member shall be responsible for keeping its own appropriate audit records in relation to the subject matter of this Agreement save as where set out elsewhere for a period of six (6) years.

21.2 Each Member shall on request afford the other Members hereto or its representatives such access to those records as may be reasonably required by the other party in connection with the Agreement.

21.3 Without prejudice to the foregoing, in the event of any investigation into suspected fraudulent activity or other impropriety by either party or any third party in relation to WITS, each Member reserves for itself, any statutory auditors of such party and their respective authorised agents the right of access to such records and/or materials described in clause 21.1 above. Each party shall render all necessary assistance to the conduct of such investigation at all times during the currency of the Agreement or at any times thereafter. For the avoidance of doubt, each Member shall only be repaid its reasonable expenses incurred in giving assistance pursuant to this clause 21.3 in the event that the result of such investigation reveals no fraudulent activity or other impropriety on the part of such Member.

21.4 If any audit carried out by or on behalf of any Member reveals any area of non-compliance with this Agreement by a Member, written notification of the same shall be given to the defaulting party as soon as reasonably practicable and in any event within seven (7) Business Days of such audit having been concluded whereupon the defaulting party shall as soon as reasonably practicable and in any event within thirty (30) Business Days of such notification rectify any such non-compliance and implement any audit recommendation. Such rectification shall be without prejudice to any other rights or remedies to which the Members may be entitled whether under this Agreement or at law or in equity as a result of or in connection with such non-compliance.

22 COUNTERPARTS

22.1 This Agreement may be executed in any number of counterparts each of which so executed shall be an original but together shall constitute one and the same instrument.

23 RELATIONSHIP OF MEMBERS

23.1 Each Member is an independent body and nothing contained in this Agreement shall be construed to imply that there is any relationship between the Members of partnership or (except as expressly provided in this Agreement) of principle/agent or of employer/employee. No Member shall have the right to act on behalf of another nor to bind the other by contract or otherwise except to the extent expressly permitted by the terms of this Agreement. In particular, for the avoidance of doubt, none of the provisions relating to the principles of working in partnership shall be taken to establish any partnership as defined by The Partnership Act 1890.

24. DISPUTE RESOLUTION

24.1 Any dispute arising in relation to any aspect of this Agreement shall be resolved in accordance with this clause. The Members undertake and agree to pursue a positive approach towards dispute resolution which seeks (in the context of this partnership) to identify a solution which avoids legal proceedings and maintains a strong working relationship between the Members.

24.2 In the event of any dispute or difference between the Host Authority and any Member and or Members relating to this Agreement (whether this may be a matter of contractual interpretation or otherwise) then the matter shall be dealt with, within ten (10) Business Days of the dispute arising, by the following officers from each Member with whom the dispute exists (escalated in the following order) in an attempt to resolve the disputed matter in good faith.

Each Member's

24.2.1 Advisory Board Member of WITS

24.2.2 Appropriate Senior Officer

24.2.3 Director or equivalent officer

24.3 If after thirty (30) Business Days of the dispute arising the matter remains unresolved the dispute will be referred to the Chief Executive of the relevant Members if not already referred.

24.4 If a resolution is not reached in accordance with clause 24.3 above and a period of forty (40) Business Days of the dispute arising has passed the dispute may be referred by either Member or Members for resolution;

24.4.1 to mediation facilitated by the President of the CEDR or his nominated representative or such other body as the Members may agree (or the CEDR may direct) for resolution by them; or

24.4.2 the exclusive jurisdiction of the Courts of England and Wales.

24.5 Any dispute and/or disagreement to be determined by CEDR or the Courts of England and Wales or such other body as agreed by the Members (as the

case may be) under this Agreement shall be promptly referred for determination to them.

24.6 The Members shall on request promptly supply to CEDR (as the case may be) all such assistance, documents and information as may be required for the purpose of determination and the Members shall use all reasonable endeavours to procure the prompt determination of such reference.

24.7 If the CEDR is appointed to determine a dispute pursuant to this clause 23 then the CEDR shall be deemed to act as an expert and not as an arbitrator and his determination shall (in the absence of manifest error) be conclusive and binding upon the Members.

24.8 The costs of the resolution of any dispute and/or disagreement between the Members under this Agreement shall be borne equally by the Members to the dispute in question save as may be otherwise directed by CEDR or the Courts of England and Wales (as the case may be).

25 DATA PROTECTION

25.1 In relation to all Personal Data, each Member shall at all times comply with the DPA, (where necessary and appropriate as a data controller) which includes (but is not limited to) maintaining a valid and up to date registration or notification under the DPA covering the data processing activities to be performed in connection with WITS and the transfer of any Personal Data to enable the Host Authority to perform the services set out. For the avoidance of doubt the Data Controller shall assume the responsibilities in accordance with the DPA. In respect of that part of the WITS that the Host Authority shall provide on behalf of the Members, the Council shall be the Data Controller.

25.2 Each Member will be responsible for complying with its respective obligations in respect of all Personal Data coming into its possession as a result of WITS, regardless of where the Data is stored.

- 25.3 Each Member hereby agrees that it will not input personal data into the system otherwise than in compliance with the Data Protection Act and will be responsible for obtaining any requisite consent from data subjects for this information that Member has inserted.
- 25.4 Each Member hereby agrees to indemnify the other Members hereto in respect of any claim against such party by a data subject for processing data which has been undertaken in breach of this requirement.
- 25.5 Each Member:
- 25.5.1 shall process Personal Data belonging to the other only on the instructions of that Member (subject to compliance with applicable law);
 - 25.5.2 shall only undertake processing of Personal Data reasonably required in connection with the WITS and shall not transfer any Personal Data to any country or territory outside the European Economic Area; and
 - 25.5.3 shall use reasonable endeavours to procure that all relevant sub-contractors comply with this clause.

For the avoidance of doubt, nothing in this clause shall operate as to prohibit any Member from complying with its obligations under this Agreement.

- 25.6 The Members shall not disclose Personal Data to any third parties other than:
- 25.6.1 to employees and sub-contractors to whom such disclosure is reasonably necessary in order for the Members to carry out the WITS; or
 - 25.6.2 to the extent required under a court order or to comply with any applicable laws including (but not limited to) any statute, bye law, European Directive or regulation;
- provided that any disclosure to sub-contractors shall be made subject to written terms substantially the same as, and no less stringent than, the terms

contained in this clause and it shall be incumbent on any Member to give notice in writing of any disclosure of Personal Data belonging to them or another Member which they or a sub-contractor are required to make under this clause immediately they are aware of such a requirement.

25.6.3 The Members shall bring into effect and maintain and shall use reasonable endeavours to ensure that all relevant sub-contractors have in effect and maintain all reasonable technical and organisational measures necessary to prevent unauthorised or unlawful processing of Personal Data and accidental loss or destruction of, or damage to, Personal Data including but not limited to taking reasonable steps to ensure the reliability and probity of any employee or agent of a relevant sub-contractor having access to the Personal Data.

25.6.4 Any Member may, at reasonable intervals and no more than four (4) times in any one year request a written description of the technical and organisational methods employed by the other and any relevant sub-contractors of that Member insofar as it is applicable. Within ten (10) Business Days of such a request, the party requested to do so shall supply written particulars of all such measures as it is maintaining detailed to a reasonable level such that the requesting Member can determine whether or not, in connection with the Personal Data, it is compliant with the DPA. All Members shall use all reasonable endeavours to ensure that any sub-contractors of that Member also comply with such request from any other Member.

25.7 All Members shall ensure that any Personal Data they obtain and provide to any other party has been lawfully obtained and complies with the DPA and

that the use thereof in accordance with this Agreement shall not breach any of the provisions of the DPA.

25.8 If:-

25.8.1 under the DPA any Member is required to provide information to a data subject (as defined in the DPA) in relation to Personal Data when such data is in the possession or under control of any other Member; and

25.8.2 the required Member informs the controlling Member in writing that this is the case,

then the controlling Member shall guarantee reasonable and prompt co-operation to the required party in meeting its obligations under the DPA including making copies of the relevant Personal Data to the extent the same are in its possession.

25.9 Each Member shall provide the other as soon as reasonably practicable, with such information in relation to Personal Data and their processing as the other Member may reasonably request in writing and the party asked to provide the relevant data may reasonably be able to provide in order for the other Member to: -

25.9.1 comply with its obligations under this clause and the DPA; and

25.9.2 assess whether the processing of the relevant Personal Data in connection with this Agreement is breaching or may breach the DPA in a manner which is material and not effectively sanctioned by any guidance statement issued by the Information Commissioner.

25.10 The Members shall each take reasonable precautions (having regard to the nature of their respective obligations under this Agreement) to preserve the integrity of any Personal Data and shall comply with the provisions of the Memorandum of Understanding on Information Governance.

25.11 Where the Host Authority is acting as Data Controller (as defined in the DPA) there shall be an obligation on the Data Processor (as defined by the DPA) to notify the Host Authority of any data breach or any breach of measures put in place to protect Personal Data promptly.

25.12 Each Member shall enter into with the Council the Memorandum of Understanding on Information Governance as appended at Appendix 7.

26 FREEDOM OF INFORMATION AND ENVIRONMENT INFORMATION

26.1 Each Member acknowledges that the other Members are subject to the requirements of the Freedom of Information Act 2000 (“FOIA”) and the Environmental Information Regulations 2004 (“EIR”) and each Member shall where reasonable assist and co-operate with the other Members (at their own expense) to enable the other Members to comply with these information disclosure obligations in respect of WITS.

26.2 The Members shall be responsible for determining in their absolute discretion whether any information requested under the FOIA or the EIR in respect of WITS:

26.2.1 is exempt from disclosure under the FOIA or the EIR;

26.2.2 is to be disclosed in response to a request for information.

26.3 Each Member acknowledges that another Member may be obliged under the FOIA or the EIR to disclose information:

- 26.3.1 without consulting with the other Member where it has not been practicable to achieve such consultation; or
- 26.3.2 following consultation with the other Member and having taken their views into account.

27 MITIGATION

Each Member shall at all times take all reasonable steps to minimise and mitigate any loss for which it is entitled to bring a claim against another Member pursuant to this Agreement.

28 STATUTORY RESPONSIBILITIES

- 28.1 Notwithstanding anything apparently to the contrary in this Agreement, in carrying out their statutory duties, the discretion of any Member shall not be fettered or otherwise affected by the terms of this Agreement.
- 28.2 Each Member shall be responsible for complying with all and any applicable Law during the Term of this Agreement.

29 SEVERABILITY

- 29.1 Each of the provisions of this Agreement is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of the provisions of this Agreement shall not in any way be affected or impaired thereby.

29.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Agreement, the Members hereto shall immediately commence good faith negotiations to remedy such invalidity.

Executed as a Deed the duly authorised representatives of the Members have signed this Agreement as a deed on the date written at the beginning of this Agreement.

IN WITNESS whereof this Agreement has been signed and delivered on the date and year stated at the beginning of this Deed.

THE COMMON SEAL of)
Abertawe Bro Morgannwg University)
Health Board was affixed hereto in)
the presence of: -)

Authorised Signatory

THE COMMON SEAL of)
Aneurin Bevan University Health Board)
was affixed hereto in)
the presence of:-)

Authorised Signatory

THE COMMON SEAL of)
Betsi Cadwaladr University)
Health Board was affixed hereto in)
the presence of: -)

Authorised Signatory

THE COMMON SEAL of)
Blaenau Gwent Council)

was affixed hereto in)
the presence of: -)

Authorised Signatory

THE COMMON SEAL of)
Bron Afon)
was affixed hereto in)
the presence of: -)

Authorised Signatory

THE COMMON SEAL of)
Camarthenshire County Council)
was affixed hereto in)
the presence of: -)

Authorised Officer

THE COMMON SEAL of)
Cardiff and Vale University)
Heath Board)
was affixed hereto in)
the presence of: -)

Authorised Officer

THE COMMON SEAL of)

Community Rehab Company)
was affixed hereto in)
the presence of: -)

Authorised Signatory

THE COMMON SEAL of)
Cwm Taf University)
Health Board)
was affixed hereto in)
the presence of: -)

Authorised Officer

THE COMMON SEAL of)
The County Council of the)
City and county of Cardiff)
was affixed hereto in)
the presence of: -)

Authorised Officer

THE COMMON SEAL of)
Family Fun)
was affixed hereto in)
the presence of: -)

Authorised Signatory

THE COMMON SEAL of)
Flintshire County Council)
was affixed hereto in)
the presence of: -)

Chair/ legal Services manager/ Chief Officer
Governance

THE COMMON SEAL of)
Hywel Dda University)
Health Board)
was affixed hereto in)
the presence of: -)

Authorised Officer

THE COMMON SEAL of)
Merthyr Tydfil Council)
was affixed hereto in)

the presence of: -)

Authorised Officer

THE COMMON SEAL of)
Monmouthshire Council)
was affixed hereto in)
the presence of: -)

Authorised Officer

The Common Seal of the)
County Council of Neath)
Port Talbot County Council)
Borough Council was hereunto)
affixed in the presence of: - THE)
COMMON SEAL of: -)

Authorised Officer

THE COMMON SEAL of)
Newport City Council)
was affixed hereto in)
the presence of: -)

Authorised Officer

THE COMMON SEAL of)
Pembrokeshire Council)

was affixed hereto in)
the presence of: -)

Authorised Officer

THE COMMON SEAL of)
Powys Health Board)
was affixed hereto in)
the presence of: -)

Authorised Officer

THE COMMON SEAL of)
Powys County Council)
was affixed hereto in)
the presence of: -)

Authorised Officer

THE COMMON SEAL of)
Public Health Wales)
was affixed hereto in)
the presence of: -)

Authorised Officer

THE COMMON SEAL of)
Rhondda Cynon Taf County)
Borough Council)

was affixed hereto in)
the presence of: -)

Authorised Officer

THE COMMON SEAL of)
The Council of the City and County of)
Swansea)
was affixed hereto in)
the presence of: -)

Head of Legal, Democratic Services and

Business Intelligence

Authorised Signatory

THE COMMON SEAL of)
The Chief Constable for Dyfed)
was affixed hereto in)
the presence of: -)

Authorised Officer

THE COMMON SEAL of)
The Chief Constable for Gwent)
was affixed hereto in)
the presence of: -)

Authorised Officer

THE COMMON SEAL of)
The Chief Constable of)
North Wales Police)
was affixed hereto in)
the presence of: -)

Authorised Officer

THE COMMON SEAL of)
The Chief Constable of)
South Wales Police)
was affixed hereto in)
the presence of: -)

Authorised Officer

THE COMMON SEAL of)
The Office of the Police and)
Crime commissioner for Gwent)
was affixed hereto in)
the presence of: -)

Authorised Officer

THE COMMON SEAL of)
The Police and Crime Commissioner)
for Dyfed)
was affixed hereto in)
the presence of: -)

Authorised Officer

THE COMMON SEAL of)
The Police and Crime Commissioner)
For North Wales Police)
was affixed hereto in)
the presence of: -)

Authorised Officer

THE COMMON SEAL of)
The Police and Crime Commissioner)
For South Wales Police)
was affixed hereto in)
the presence of: -)

Authorised Officer

THE COMMON SEAL of)
Torfaen County Borough Council)
was affixed hereto in)
the presence of: -)

Authorised Officer

THE COMMON SEAL of)
Vale of Glamorgan Council)
was affixed hereto in)
the presence of: -)

Authorised Officer

THE COMMON SEAL of)
Valleys 2 Coast)
was affixed hereto in)
the presence of: -)

Authorised Officer

THE COMMON SEAL of)
Velindre NHS Trust)
was affixed hereto in)
the presence of: -)

Authorised Officer

Appendix 1

Intended Scope of the Wales Interpretation and Translation Service

Background

The All Wales Interpretation and Translation Partnership, established in January 2010, was a partnership comprising Criminal Justice Agencies, Health Organisations and Local Government Authorities. Its operations were coordinated and managed through a central hub, namely the Wales Interpretation and Translation Service (WITS), which had been previously established through the earlier partnership work between Cardiff Health Alliance and Gwent Police, supported by the Welsh Assembly Government.

Aims

The aims of the All Wales Interpretation & Translation Service are to: improve the quality of linguistic services within the public services in Wales, thereby improving access to public services for those members of the community with communication difficulties, i.e. those whose first language is not Welsh or English and for those who are deaf, and; to improve the efficiency of existing linguistic service provision within the various public organisations.

Outline Objectives

The Service is a 'One-Stop Shop' aimed at producing benefits in support of Welsh Assembly Government projects such as Making the Connections (2004); Communities First; the All Wales Community Cohesion Strategy, and; the Refugee Inclusion Strategy (2008).

At the same time WITS seeks to offer benefits to public service providers, such as:

- Providing an opportunity for financial savings for public service providers through:
 - reduced costs for interpreter and translation services (less travelling)
 - reduced costs of administrative services in booking interpreters (all booking carried out by WITS)
 - reduced costs of finance administration (one monthly bill instead of a single invoice for every interpreting assignment)
 - No duplicated charges for any security vetting and NPPV3 for each organisation
- Reducing the carbon footprint of Welsh public service providers.

There were areas for improvement identified within the provision of such services which WITS sought to address. Specifically these related to:

- The provision of management information in respect of all aspects of use of interpreters and translators.
- The identification of trends in language needs, controlled by world events.

- The recruitment of suitable local candidates for interpreter training.
- An absence of suitable training opportunities for local interpreters.
- The absence of a centralised booking service to enable easy access to services and professional identification of the correct interpreter on a 24/7 basis.
- The absence of a managed security vetting process for interpreters to allow them to work with vulnerable members of the community.
- The only registers of qualified interpreters do not specifically take account of the needs of Wales (i.e. 1% of their interpreters live in Wales).
- The absence of a professional framework controlling local agencies who may supply 'interpreters' or 'translators' with no qualifications or experience at all.

A one stop shop offers a number of opportunities for savings to be generated.

- Reduced travelling time for interpreters producing lower unit costs (for example reports have been received that approximately half of their current spend goes on travelling time and expenses)
- Reduced booking time. In the past, staff had to make numerous calls to source and book an interpreter. The one stop shop replaces this with one simple phone call.
- Reduced finance administration costs of handling all payment claims. The one stop shop provides a single monthly invoice in an agreed format.

Reduction in public spending

Most professionally registered interpreters live outside Wales. They are generally based around London and the South East; Birmingham and Manchester. Consequently all public bodies in Wales had to secure the services of such interpreters from England. By signposting the training and utilising the services of local interpreters, economies of scale will be achieved and will build resilience within the market.

Environmental Issues

It is anticipated the carbon footprint of public service providers in Wales would be reduced by having greater access to a wider number of interpreters and significantly reduce travelling emissions of interpreters who often travel great distance.

Objectives

The objective of WITS is to address the linguistic needs of the population by providing a service which:

- Caters for the whole of Wales
- Addresses the different service needs of each organisation
- Addresses all foreign language needs
- Addresses relevant Welsh language needs
- Addresses relevant British Sign Language needs
- Is available 24/7
- Offers training and employment opportunities to local people
- Is cost effective for local public service providers

Key Performance Indicators

WITS agrees to provide linguistic services and to maintain the following minimum fill rates against all requirements that are passed to it: Late bookings are not included in the below target rate and are defined as follows:-

Late bookings of:

Face to face interpretation and translation of documents

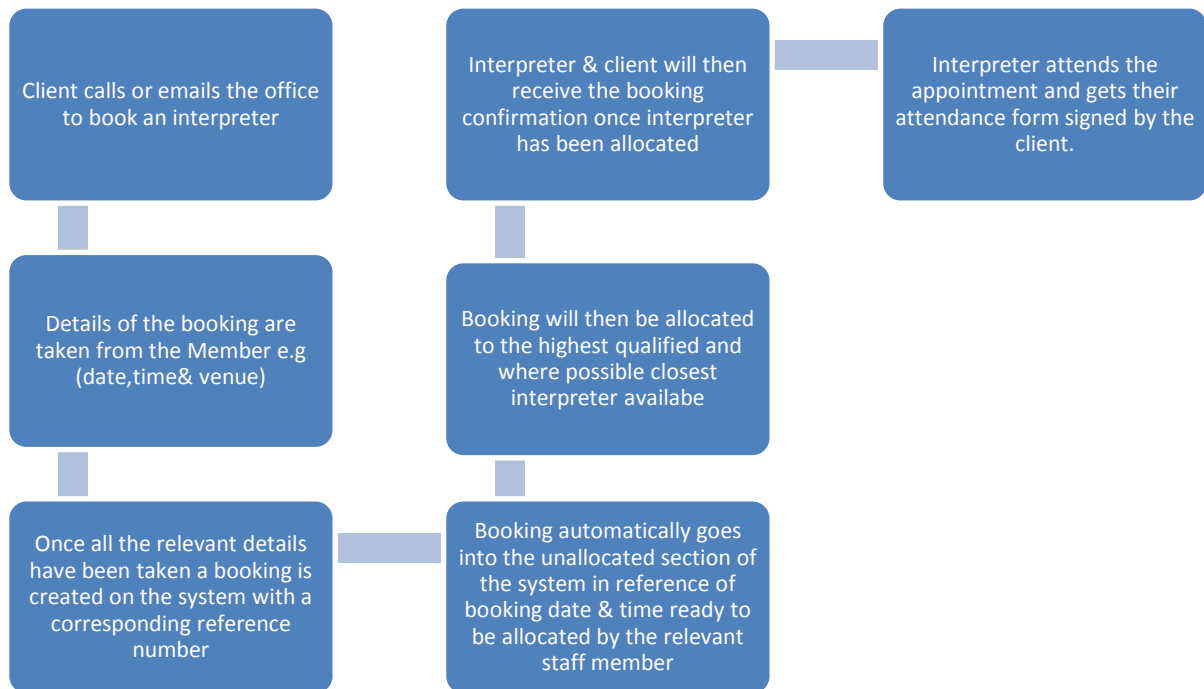
A booking is considered to be late when an interpreter request for pre-scheduled appointment has been submitted less than 48 hours in advance. For example, if an interpreter request for a follow up outpatients appointment that is due to take place at 3pm on a Wednesday is submitted at 11am on a Tuesday, we would consider this to be a late booking.

Type of Booking/Contact	Fill Rate Target
Face to face Interpretation Services (including BSL)	98% delivery for all languages

Translation of Documents	98% delivery for all languages

Complaints	
	Acknowledge your complaint within 2 working days of the date that we receive it
	Aim to resolve the complaint within 20 working days - if your complaint is more complex we may need more time.
	WITS will let you know within the 20 working day period if we think it may take longer to investigate your complaint and tell you how long they expect it to take, providing regular updates

WITS Booking Process – Flow Chart



WITS Allocation of Interpreters

ALLOCATION PROCESS

When allocating an Interpreter there are 4 main criteria WITS follows:-

- Vetting
- Location
- Type of job e.g. Police/Health or Council

If an Interpreter has the same vetting status, WITS would use location as a deciding factor on which Interpreter is allocated to the assignment.

HEALTH / COUNCIL / PROBATION ASSIGNMENTS

When allocating an interpreter to a health/council/probation assignment WITS would allocate the assignment following the criteria below:-

1. Vetting ; WITS would contact Interpreters with a valid NPPV level 3 certificate
2. If all Interpreters with a valid vetting certificate were unavailable, WITS would contact Interpreters who have a pending vetting result and advise the Member of this.

WITS **DOES NOT** allocate Interpreters who have failed a NPPV level 3 check.

POLICE ASSIGNMENTS

The difference with allocating Police assignments and Health assignments is that the location is taken less into account. A major factor which determines the allocation process is the seriousness of the offence, which is outlined below :-

ALLOCATION OUTSIDE THE PROCESS

There will be times where it is not possible to allocate Interpreters, please see below examples;

Interpreter Requests

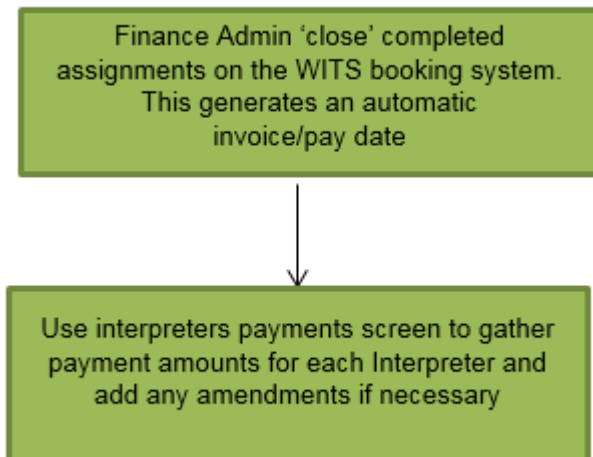
There will be instances where a Member will want to use a specific interpreter for an assignment for continuity. WITS would advise the Member that there may be better qualified interpreters available; however, WITS would allocate the Interpreter requested by the caller.

Members also request **NOT** to use specific Interpreters. This will be recorded on the Interpreter's profile and this person would not be allocated to this job. This could mean WITS allocates an Interpreter less qualified. *Please note, that if WITS cannot meet the specific requirements, we will follow the standard allocation process after authorisation from the Member.*

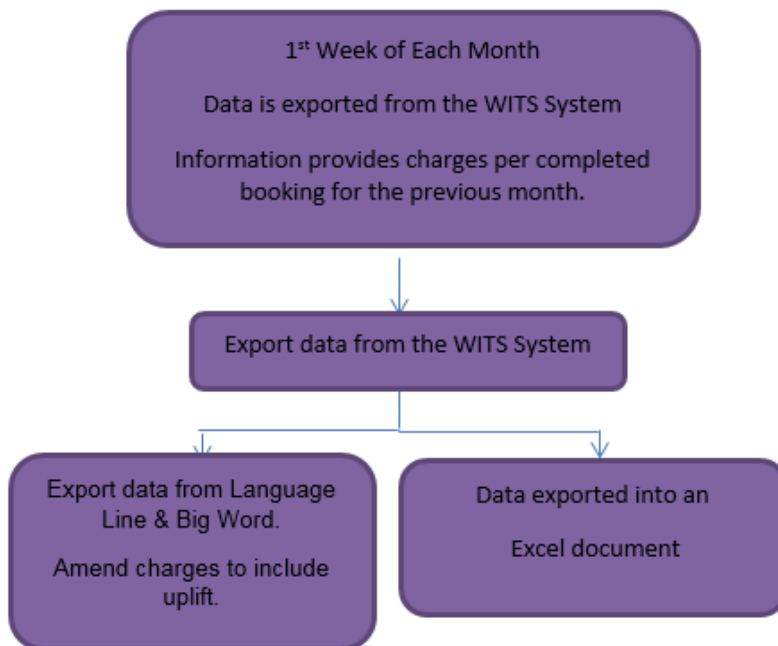
Gender Requests

If the Member requests a specific gender for an Interpreter, WITS allocates according to the gender required. *Please note, that if WITS cannot meet the specific requirements, we will follow the standard allocation process after authorisation from the Member.*

Interpreter Payment Flowchart



Member Invoicing Flowchart



WITS

WITS shall include the establishment of a WITS Management Team for operational purposes who will deal with day to day activities.

The remit of WITS Management Team is to manage WITS operations and report to WITS Advisory Board on items including operation, management information, the budget, performance and staffing issues.

Notwithstanding the generality of the foregoing, WITS Management Team shall be responsible for:

- the planning of the services to be provided pursuant to this Agreement;
- allocating and prioritising service requests received from Members;
- preparing the Annual Service Plan and the recommendation of the sums to be contributed to the WITS Reserve for each Year;
- monitoring the provision of these Services in accordance with the Service Levels; and
- investigating any failures in the Services and overseeing any work-arounds necessary
- WITS Management Team shall establish common technical, hardware specifications and manufacturers, development and project management standards. WITS Management Team shall be responsible for carrying out regular market testing for the best technical solution, quality of service and value for money.

Methodology

On behalf of WITS the Host Authority will co-ordinate the provision of linguistic services.

The Host Authority will at its own discretion employ or engage a WITS Manager and it is acknowledged and accepted by the Members that the current team consisting of a Senior Team Leader, 2 Supervisors, 2 Senior Customer Service Representatives and 8 Customer Service Representatives shall continue. For the avoidance of doubt, it is agreed and accepted no TUPE will apply with existing WITS staff, subject to review after 6 months from the Commencement Date. All staff are vetted to NPPV Level 3.

Booking Facility

The WITS Team will provide a 24 hour, 365 days a year booking facility to allow public service staff engaged or employed by any Member to contact the WITS Team and make a booking for a Translator or Interpreter .The booking shall take place by e-mail or telephone 02920 537555 and the information set out in the agreed pro forma setting out all the required details must be provided to the WITS team at time of booking. A Member of the WITS team will confirm the arrangements made using the proforma.

Interpreters & Translators Used

The WITS Management Team shall ensure that the interpreters and translators will continue to be monitored in terms of vetting status and shall take responsibility for notifying individual interpreters as to the requirements. Each Member is satisfied as to the reasonableness of the vetting requirements and maintenance of the same and is further satisfied that such requirements shall meet each Members own statutory requirements. It is agreed that the interpreters that have (i) provided a service to WITS via Gwent Police in the past and (ii) have vetting certificates that may come to an end within a period of two years from Commencement of this Agreement shall receive the cost of re-vetting paid by WITS from the surplus in the WITS Fund. All those interpreters that have not previously

provided a service to WITS shall have their DBS vetting paid for by WITS from the WITS Fund, however should such interpreters wish to have the enhanced level of vetting to NPPV Level 3 those interpreters shall be required to pay the difference between the DBS and enhanced NPPV Level 3. It is further agreed that the interpreters shall be responsible for notifying the Agency Provider of any changes to their status that would affect their ability to be continue to be approved. For the avoidance of doubt the interpreters do not have a contractual relationship with the Host Authority and therefore the Host Authority shall not be responsible to any of the Members for any errors or omissions of information that were not communicated to the Host Authority or are beyond its control. It is anticipated this will be required every 3 year period.

Interpreters and translators will be responsible for payment of the enhanced vetting procedure which is currently £100. There is a national contract with Warwickshire Police which interpreters and translators will be signposted to and will form part of the vetting procedure which they will have to pass before WITS will call upon them.

As part of the vetting procedure, which will be set out in the procurement documentation and agreed by the Members, Interpreters and Translators will have recognised linguistic qualifications or have to undergo a language test, they will also have to undergo a training regime. The training will include an initial course on professional interpreting. Further courses will then cover procedures and language within the different public sector areas. The Host Authority, via the WITS Manager and WITS Team will be responsible for maintaining an up to date record of such matters as set out in this Agreement.

Performance Monitoring

- The WITS Manager will devise performance measures, approved by the Advisory Board to ensure value for money and consistent service delivery.
- Other data including demand, top 5 languages and failure rates will be provided to partner organisations via the Advisory Board on a regular basis.

- Advisory Board members will be provided with patterns of late payments, bookings and claims where it has not be able to resolve them at a local level.
- Data will be retained in respect of Interpreters. This will include vetting status, insurance and qualification.
- Bookings will be allocated in line with a policy agreed by the Advisory Board. This will generally be based around availability, skill/qualification, and costs (including travel).

APPENDIX 2

INFORMATION & COMMUNICATION TECHNOLOGY

For an interim period of 6 months the Host Authority will be supported by GP IT supplier SRS. There will be no cost to the Host Authority during this period. SRS propose to place the WITS database used for the service into a DMZ (demilitarised zone) therefore allowing the Host Authority to fully utilise the system to provide WITS effectively.

During the six month period the Host Authority will review the systems in place prior to making a decision on a permanent IT solution which will include consideration as to whether hosting the service in-house or maintaining an arrangement with external organisation like SRS is the preferred option.

Mobile Devices Acceptable Use Policy as per Cardiff Council Policy

[Mobile Devices Acceptable Use Policy](#)

ICT Security Policy as per Cardiff Council Policy

[ICT Security Policy](#)

Appendix 3

Charges

The Members acknowledge and agree that the WITS Fund of £96,000, (which was the value as at 31st March 2017) shall transfer to the Host Authority on the Commencement Date. The Members acknowledge and agree that the WITS Fund shall be within the control of the Host Authority and may be utilised in accordance with the terms of this Agreement. Any surplus funds from GP during the transfer period to the Host Authority shall be added to the WITS Fund to cover any deficit, if necessary.

The Members acknowledge and agree that there will be an ongoing requirement to ensure WITS remains cost neutral to the Host Authority in accordance with clause 12.5 and hereby agree that the Host Authority will regularly review and at least annually in accordance with the Annual Service Plan propose changes to the Charges (where necessary) to ensure all service costs will be met by the Members.

The Members will collectively meet all the running costs of WITS , as calculated by the Host Authority. The Annual Running Costs may include all and any costs and expenses incurred by the Host Authority in providing WITS . Without limitation to the generality of the forgoing it shall include but not be limited to: -

- Accommodation for the WITS Team and WITS Manager and all costs incurred in employing or engaging such personnel and the costs of bringing such employment or engagement to an end
- IT equipment, software, license fees and support
- Any Vetting requirements as agreed by the Advisory Board
- Agency Provider costs
- Communication costs
- Insurance as applicable for the Host Authority
- Stationery
- Provision of Disaster Recovery Facility
- Information Governance costs

- And any other costs or charges reasonably incurred by the Host Authority

The Annual Running Costs will be recovered by the WITS Team by adding the proportionate running cost percentages (calculated by reference to use of WITS) to the costs charged by the Translators and Interpreters (set out in the Schedule of Charges) and the Agency Provider engaged on behalf of the Client Authority. The fees charged will reflect interpreter charges and overheads to cover costs of running WITS . These Annual Running Costs and the Schedule of Charges shall be reviewed annually and presented to the Advisory Board for approval. For the avoidance of doubt where the Host Authority is of the reasonable opinion that a change is required to the Annual Running Costs, such change whether an increase or decrease shall be presented to the Advisory Board for approval, in accordance with the provisions clause 12.4

The Host Authority will pay the interpreters and translators via the Agency Provider and in accordance with the Contract.

The Host Authority will seek the approval of the Advisory Board before incurring any capital expenditure which shall exceed either the WITS Fund and or the WITS Reserve, which should be directly attributable to WITS . Any capital and revenue expenditure should be recovered in the year incurred and will be deducted from the WITS Fund and the WITS Reserve as required.

It is intended that the sums invoiced by the WITS Team minus all payments should result in a net cash surplus in each financial year or should break even and any surplus shall be retained in the WITS Reserve.

Any sums retained in either the WITS Fund or WITS Reserve upon termination and or expiry of this Agreement shall be used to ensure

WITS remains cost neutral to the Host Authority. For the avoidance of doubt the WITS Fund and WITS Reserve may be used to fund any future and or ongoing liabilities and or costs attributable to WITS to include and not limited to any employment costs. Should there be any funds over and above such costs remaining then such funds shall be shared between the Members proportionately (calculation by reference to the previous years usage).

Any deficit will be borne by the Members. All Members will carry any annual deficit between revenue and expenditure, proportionately (calculated by reference to usage), as against submitted invoices for that year.

Schedule of Charges for each Member

PAYMENTS TO INTERPRETERS	Minimum Hours	Minimum Charge	Payment Locally Trained / JTI	Payment Locally Trained / JTI	Payment NRPSI/DPSI Qualified	Payment NRPSI/DPSI Qualified
			Days 08:00-20:00 hrs	Weekend Public Holidays Evenings 20:00 - 08:00 hrs	Days 08:00 - 20:00 hrs	Weekend Public Holidays Evenings 20:00 - 08:00 hrs
NHS & Local Authority Partners	1	1	£20	£28	£22	£31
Police Partners & Probation	2	2	£48	£62	£60	£82
Probation Services (CRC)	2	2	£48	£62	£60	£82

WITS
Charges for Interpreters (Non BSL)
(NHS and Local Authorities)

Interpreting Time

A minimum booking duration of 1 hours will be made unless specified for longer with all periods in excess of 1 hour being charged to the nearest 15 minutes.

HOURS	DAYS MON. to FRI. 0800 – 2000 Hrs	NIGHTS: MON to FRI 2000 – 0800Hrs & SATURDAYS & SUNDAYS & PUBLIC HOLIDAYS
Minimum Charge:		
1 Hours	£28.00	£42.00
Charges for periods in excess of 1 hour		
15mins	£7.00	£10.50
30mins	£14.00	£21.00
45mins	£21.00	£31.50
1 Hour	£28.00	£42.00

Travel Time

Reasonable travelling time will be charged at a rate of **£20 per hour** (where the total time of interpreting and travelling exceeds the 1 hour minimum payment).

Mileage will be charged at 40p/ mile. All distances/ times will be charged in accordance with RAC route-finder information.

Expenses

All reasonable and evidenced additional expenses in connection with travel etc will be charged for reimbursement.

Telephone interpreting contracts arranged through WITS.

Via The Big Word charged to the second at a rate of 57p/ minute.

Via Language Line charged to the next minute at a rate of 67p/ minute

Written translation

Translation is charged at £70 per 1000 English words, (**minimum fee £50**).

Proof reading is charged at £20 per 1000 English words.

NB Multiple jobs for the same language will be aggregated.

Cancellation of Bookings

No cancellation fee will be charged where a booking is cancelled at least 24 hours prior to the appointment time. If a booking is cancelled within 24 hours the full interpretation booking fee is chargeable. Mileage and Travel time will also be charged where applicable.

WITS
Charges for Interpreters (Police) (Non BSL)

Interpreting Time

A minimum booking duration of 2 hours will be made unless specified for longer with all periods in excess of 1 hour being charged to the nearest 15 minutes.

HOURS	DAYS MON. to FRI. 0800 – 2000 Hrs	NIGHTS: MON to FRI 2000 – 0800Hrs & SATURDAYS & SUNDAYS & PUBLIC HOLIDAYS
Minimum Charge:		
2 Hours	£80	£102.00
Charges for periods in excess of 1 hour		
15mins	£10.00	£12.75
30mins	£20.00	£25.50
45mins	£30.00	£38.25
1 Hour	£40.00	£51.00

Travel Time

Reasonable travelling time will be charged at a rate of **£22 per hour**, (but only where the total time of interpreting and travelling exceeds the 2 hours minimum payment)

Mileage will be charged at 40p/ mile. All distances/ times will be charged in accordance with RAC route-finder information.

Expenses

All reasonable and evidenced additional expenses in connection with travel and meals will be charged for reimbursement.

Telephone interpreting contracts arranged through WITS.

Via The Big Word charged to the second at a rate of 57p/ minute.

Via Language Line charged to the next minute at a rate of 67p/ minute

Written translation

Translation is charged at £70 per 1000 English words, (**minimum fee £50**).

Proof reading is charged at £20 per 1000 English words.

NB Multiple jobs for the same language will be aggregated.

Cancellation of Bookings

No cancellation fee will be charged where a booking is cancelled at least 24 hours prior to the appointment time. If a booking is cancelled within 24 hours the full interpretation booking fee is chargeable. Mileage and Travel time will also be charged where applicable.

WITS
Charges for Interpreters (Probation Service) (Non BSL)

Interpreting Time

A minimum booking duration of 2 hours will be made unless specified for longer with all periods in excess of 1 hour being charged to the nearest 15 minutes.

HOURS	DAYS MON. to FRI. 0800 – 2000 Hrs	NIGHTS: MON to FRI 2000 – 0800Hrs & SATURDAYS & SUNDAYS & PUBLIC HOLIDAYS
Minimum Charge:		
2 Hours	£60	£96
Charges for periods in excess of 1 hour		
15mins	£7.50	£12.00
30mins	£15.00	£24.00
45mins	£22.50	£36.00
1 Hour	£30.00	£48.00

Travel Time

Reasonable travelling time will be charged at a rate of £22 per hour, (but only where the total time of interpreting and travelling exceeds the 2 hours minimum payment)

Mileage will be charged at 40p/ mile. All distances/ times will be charged in accordance with RAC route-finder information.

Expenses

All reasonable and evidenced additional expenses in connection with travel and meals will be charged for reimbursement.

Telephone interpreting contracts arranged through WITS.

Via The Big Word charged to the second at a rate of 57p/ minute.

Via Language Line charged to the next minute at a rate of 67p/ minute

Written translation

Translation is charged at £70 per 1000 English words, (minimum fee £50).

Proof reading is charged at £20 per 1000 English words.

NB Multiple jobs for the same language will be aggregated.

Cancellation of Bookings

No cancellation fee will be charged where a booking is cancelled at least 24 hours prior to the appointment time. If a booking is cancelled within 24 hours the full interpretation booking fee is chargeable. Mileage and Travel time will also be charged where applicable.

WITS
Charges for Interpreters BSL (NHS, Local Authorities, Police & Probation)

Interpreting Time

A minimum booking duration of 3 hours will be made. All periods in excess of 3 hours will be charged to the nearest 15 minutes.

If the total time of interpreting and travelling exceeds 3 hours, then reasonable travelling time will be charged at a rate of £22 per hour. All mileage claims will be charged at 40p per mile.

HOURS	DAYS MON. to FRI. 0800 – 2000 Hrs	NIGHTS: MON to FRI 2000 – 0800Hrs & SATURDAYS & SUNDAYS & PUBLIC HOLIDAYS
Minimum Charge:		
3 Hours	£102.00	£144.00
Charges for periods in excess of 3 hour		
15mins	£8.50	£12.00
30mins	£17.00	£24.00
45mins	£25.50	£36.00
1 Hour	£34.00	£48.00
Travel Time per 15mins	£5.50	£5.50

Travel Time/ Mileage

Travel time will only be charged where the total time of interpreting and travelling exceeds the 3 hours minimum payment

Mileage will be charged at 40p/mile

All distances/ times will be paid in accordance with RAC route-finder data.

Expenses

All reasonable and evidenced additional expenses in connection with travel and meals will be reimbursed

Cancellation of Bookings

Where at least 8 days' notice of assignment cancellation is provided, no charge will apply.

If an assignment is cancelled 7 days or less before the assignment date a 50% charge will apply for the interpretation period (3 hour minimum)

If a booking is cancelled within 24 hours the full interpretation booking fee is chargeable 3 hour minimum. Mileage and Travel time will also be charged where applicable.

Asset Register



WITS ASSET REGISTER [SUBJECT TO MINOR CHANGE]

Desk	Description	Asset No.	Owner
4055	PC	21319	GWP
	Monitor 1	N/A WITS	GWP
	Monitor 2	N/A WITS	GWP
4068	PC	GP001398	GWP
	Monitor 1	N/A WITS	GWP
	Monitor 2	N/A WITS	GWP
4052	PC	GP001825	GWP
	Monitor 1	100353	GWP
	Monitor 2	N/A WITS	GWP
4059	PC	21106	GWP
	Monitor	N/A WITS	GWP
	2nd Monitor	N/A WITS	GWP
4058	PC	GP001544	GWP
	Monitor 1	100386	GWP
	Monitor 2	N/A WITS	GWP
4051	PC	20595	GWP
	Monitor 1	No. Missing (GP)	GWP
	Monitor 2	N/A WITS	GWP
4053	PC	GP001777	GWP
	Monitor 1	100360	GWP
	Monitor 2	N/A WITS	GWP
4069	PC	20259	GWP
	Monitor 1	N/A WITS	GWP
	Monitor 2	N/A WITS	GWP
4050	PC	20828	GWP

	Monitor 1	100359	GWP
	Monitor 2	N/A WITS	GWP
4062	PC	21112	GWP
	Monitor	N/A WITS	GWP
4054	PC	20680	GWP
	Monitor 1	20287	GWP
	Monitor 2	20288	GWP
4054+1	PC	20124	GWP
	Monitor 1	100771	GWP
	Monitor 2	N/A WITS	GWP
4054+2	Laptop	20572	GWP
	Monitor	N/A WITS	GWP
2008	Monitor	100387	GWP
OTHER	Projector	748238	GWP
	Dock	573235	GWP
	Headsets x 11	N/A WITS	WITS
	Laser Printer	9125	WITS
	Chairs x 13	N/A WITS	WITS
	Desktop Fans x 7	N/A WITS	WITS
	Desktop Fan x 1	7914	WITS
	Laptop	100802	GWP
	Laptop	GP000280	GWP
	MFD Printer	N/A WITS	GWP
	Scanjet	100370	WITS
	Paper Shredder	N/A WITS	WITS
	Radiator Heater	N/A WITS	GWP
	ID Card Machine	N/A WITS	WITS
	Space Heater	401248	GWP
Fax Machine	400407	GWP	

Appendix 4

Wales Interpretation and Translation Service (WITS) Advisory Board

TERMS OF REFERENCE

1. The objective of the Advisory Board is to oversee the progress of the development of WITS and set the strategic direction of WITS . This includes (but not limited to):
 - i. Making recommendations as to policy approval including booking allocation
 - ii. monitoring the budget,
 - iii. Review and approve, on an annual basis, the Annual Running Costs and the Schedule of Charges and where required, propose changes to the charging structure to ensure a balanced budget,
 - iv. making recommendations as to the required staffing structure,
 - v. making recommendation as to the spending decisions on any surplus income,
 - vi. monitoring performance of all WITS activity including complaints
 - vii. Setting requirements of Vetting and re-vetting,
 - viii. Setting delivery standards for the WITS Management Team,
 - ix. Assessing the service usage of all Members
 - x. Ensuring the Management team are fully equipped to provide the Services
 - xi. Ensuring sufficient technology is available and or accessible by WITS to allow the service to operate
 - xii. Making recommendations for the formation and agreement of any disciplinary and or complaints policy
 - xiii. Approve the Annual Service Plan
 - xiv. Approve capital expenditure eg. costs of new IT solutions / equipment
 - xv. Make recommendations to the Host Authority on New Members
 - xvi. Consider cases of serious breach of Code of Conduct by interpreters/translators (as per WITS Complaints Policy) that could

result in the removal of the Interpreter from the WITS list and provide Members for a Panel of Appeal as necessary.

2. The Advisory Board shall delegate the day to day management of WITS to the WITS Management Team.
3. The Advisory Board shall have the power to make recommendations to the Host Authority and at all times work collaboratively for the benefit of WITS.
4. The Host Authority shall implement the recommendations of the Advisory Board providing they are (a) in accordance with the terms of this Agreement (b) exercised within the powers and statutory framework for the Host Authority and (c) in accordance with the Law.

Appendix 5

The duties of the WITS Manager are: -

- 1 To schedule meetings of the Advisory Board and provide quarterly, progress and financial reports to the Advisory Board on WITS
- 2 To ensure there is a standard method of presenting information relating toll Members
- 3 To collate evidence of WITS performance
- 4 To co-ordinate and direct the WITS linguistic services
- 5 To co-ordinate communication of the WITS and act as a single point of contact for media
- 6 To ensure invoicing of Members in a timely manner as set out in this Agreement
- 7 To Manage WITS in accordance with the Host Authority's financial requirements and protocols
- 8 To put in place appropriate efficiency regimes to control costs
- 9 Identifying efficiency savings that can be made in the following year

Appendix 6 – Not Used

Appendix 7

**Information Governance
Memorandum of Understanding
Between**

Cardiff Council

and

WITS Members

**In respect of matters relating to WITS
(Wales Interpretation and Translation Service)
hosted by Cardiff Council**

Introduction

In order to ensure that data is shared, adequately protected, maintained, retained, destroyed and the information rights of individuals are upheld and managed, all parties agree to sign up to this Memorandum of Understanding.

The interactions and interdependencies between organisations is a key Information Governance consideration and therefore it is recognised that the operation of this MOU will be reviewed annually.

Data Controller

Working in collaboration as set out in the Collaboration Agreement requires the roles of each of the parties to be clear in respect of the work that they are undertaking to achieve the common aim of the WITS.

Whilst all parties are data controllers, in respect of the WITS, Cardiff Council will be the Data Controller as host organisation, this includes the information created to deliver the secretariat support to the Advisory Board. The service will be registered as part of Cardiff Council's Data Protection Registration.

Information Flows

The information flows have been mapped to ensure that there is an overview of what information is being gathered, created, its origin, the location of the information, where information is being exchanged and for what purpose. This has been considered as part of the Privacy Impact Assessment arrangements of the Data Controller.

Information Management

The Information Management practice falls in line with the role of the Data Controller. Accordingly, the City of Cardiff Council shall be responsible for information governance in relation to information held by it. For the avoidance of doubt, this will include:

- (i) Data Protection
- (ii) Freedom of Information
- (iii) Records management

(iv) SIRO oversight

Where a request for information is submitted to the WITS hosted by Cardiff Council, any requests for information will be processed in line with Cardiff Council's Freedom of Information/Environmental Information Regulation Policy and Data Protection Act Requests for Information Policy.

Retention & Destruction

The retention of documents and information created as part of the WITS work will fall in line with Cardiff Council's Retention Schedule.

Freedom of Information Act/Environmental Information Regulations

The Freedom of Information Act sets out the requirements for the Data Controller. The process for handling and responding to these will fall in line with that set out in the Sections headed Data Controller and Information Management.

Rights of Subject Access under section 7 of the Data Protection Act

The Subject Access Request provisions set out the requirements for the Data Controller. The process for handling and responding to these will fall in line with that set out in the Sections headed Data Controllers and Information Management.

Data Processors

The Agency Provider will be Data Controller and responsible for the contracts and arrangements between themselves and the translators.

In this respect the Agency Provider will need to ensure that the contracts it has in place with individuals/translators clearly set out that their information for the purposes of delivery of WITS will be processed with Cardiff Council and its booking and payment providers.

Accessing information held by Gwent Police

As an interim arrangement to enable WITS to be transferred to Cardiff Council it has been arranged for staff within WITS to access and use the existing Gwent Police system. Access controls and permissions are in place to ensure that the information

and the integrity of the information held on that system is maintained during this interim period.

As information held on the Gwent Police system will not be transferred to Cardiff Council systems ad hoc access to information and records held on the Gwent Police system will be actioned with both parties maintaining a record of what information has been provided, the purpose of requesting the information, together with the details of the requesting officer.

It is important to recognise that once information has been transferred that Cardiff Council holds that information and that information is subject to the Freedom of Information Act and the Subject Access Provisions of the Data Protection Act.

For the purposes of data held on Gwent Police systems, Gwent Police will continue to operate as the data controller of this information until such a time as this may be transferred to Cardiff Council.

New General Data Protection Regulation (“GDPR”)

The GDPR comes into force in May 2018 and places additional requirements on Data Controllers. The main changes relate to:

- The need for Data Processing Contracts
- Mandatory notifications of data breach incidents
- The rights of individuals in relation to access to their information and details of processing

Cardiff Council as a Data Controller will need to ensure that it is compliant with the GDPR by May 2018. This will impact on the Information Governance arrangements set out in this Memorandum of Understanding. Therefore a review of the MOU will need to take place in April 2018.