

RHONDDA CYNON TAF COUNTY BOROUGH COUNCIL

CABINET

18TH JANUARY 2017

WALES INTERPRETATION AND TRANSLATION SERVICE

REPORT OF THE DIRECTOR OF HUMAN RESOURCES IN DISCUSSION WITH THE RELEVANT PORTFOLIO HOLDER, COUNCILLOR G HOPKINS

Author: Melanie Warburton, Equality and Diversity Adviser - 01443 424170

1. PURPOSE OF THE REPORT

- 1.1 This report provides an update on the proposal to transfer the hosting of the shared service of the Wales Interpretation and Translation Service (WITS) from Gwent Police to the County Council of the City and County of Cardiff.

2. RECOMMENDATIONS

It is recommended that:

- 2.1 The Council continue to operate as a WITS partner with the County Council of the City and County of Cardiff being the new hosts.

3. REASONS FOR RECOMMENDATIONS

- 3.1 That being a partner of WITS is beneficial to the Council in a number of ways including sourcing interpreters, the credibility and reliability of interpreters, costs effectiveness and ease of use.
- 3.2 Within the Council the WITS service is predominately and regularly used by our Children's Services teams for translation for contact sessions, child protection investigations, school meetings and parenting assessments.
- 3.3 During October and November 2016, the Council used the WITS service for linguistic support for 11 different languages.

4. BACKGROUND

4.1 WITS was established in 2010 as a one stop shop for public services in Wales to request linguistic services. Prior to WITS there was difficulty in sourcing quality interpreters and translation fees were inconsistent.

WITS provides quality interpreters and translators who have been security vetted to national police employment standards, linguistically assessed and trained in professional interpreting.

WITS currently process approximately 2,300 bookings per month.

4.2 Some of the financial benefits of WITS to service providers include:

- Reduced travelling time of interpreters – achieved through training of local interpreters.
- Reduced booking costs.
- Reduced finance administration costs.

4.3 Since 2010 Gwent Police have hosted WITS, which initially was partly funded by the Welsh Assembly Government, Making the Connections. The County Council of the City and County of Cardiff currently provide the Human Resources service in respect of the employment of WITS staff.

4.4 It is proposed that the County Council of the City and County of Cardiff host WITS from April 2017. The draft Governance Document is show in **Appendix 1**.

5. EQUALITY AND DIVERSITY IMPLICATIONS

The County Council of the City and County of Cardiff have undertaken a full Equality Impact Assessment and there are no negative impacts as a result of the proposal.

6. CONSULTATION

Consultation has been undertaken with partner organisations.

7. FINANCIAL IMPLICATION(S)

As a WITS partner the Council does have some liability should the organisation dissolve. However, any risk is extremely low as the Council is not a main user of WITS. Safeguards are in place to ensure

organisations cannot withdraw without notice. The financial status of WITS is monitored by partners on a quarterly basis.

8. LEGAL IMPLICATIONS OR LEGISLATION CONSIDERED

The collaboration agreement has been reviewed by our Legal team. They have no concerns about the document.

9. LINKS TO THE COUNCILS CORPORATE PLAN / OTHER CORPORATE PRIORITIES/ SIP

Equality and access considerations feature throughout the Corporate Plan.

10. CONCLUSION

The change of host organisation will not have an operational impact on any of the partner organisations.

11. DECISIONS REQUIRED

To Agree:

That the Council continue to be a WITS partner with the County Council of the City and County of Cardiff being the new hosts.

Draft no status document /SUBJECT TO LEGAL PRIVILEGE

DATED 201

COLLABORATION AGREEMENT

in relation to the provision of the WITS Service

Between

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

And

(2) Wits Members (parties to be inserted)

**THIS COLLABORATION AGREEMENT is made as a DEED on of
2016**

BETWEEN

- (1) The County Council of the City and County of Cardiff whose principal office is situate at County Hall, Atlantic Wharf, Cardiff, CF10 4UW (the "Council");
- (2) Gwent Police whose principal office is situate at ("GP")
- (3) 'The Members'

RECITALS

1. RECITALS

1.1 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 Service'), which service is detailed in Appendix 1. Historically the interpretation and translation services was hosted and managed by GP and provided to the Members on an informal basis. The parties wish to:

- (a) formalise the arrangement
- (b) procure a managed Agency Provider
- (c) conclude a Collaboration Agreement

1.2 The Members acknowledge that the current position with regard to the WITS service and the contributions already made (financial and otherwise) are as detailed in the Appendix 3 to this Agreement

1.3 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 such cooperation would assist the Members in performing their respective public services.

1.4 The Members agree that this is a continuance of the practical arrangements that have been in place since 2009. On behalf of the Members Gwent Police have requested and the Council has agreed to host and manage the WITS Service and procure an Agency Provider on behalf of and for use of the Members to assist the

Council to provide the WITS Services. In consideration the Members will make payment for the WITS Service and contribute to the Shared Services.

1.5 It is agreed and acknowledged by the Members that the WITS Services 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 that the Shared Services and the WITS Services provided under this Agreement shall 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.

1.6 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

1.7 This Agreement sets out all the terms and requirements upon the Members and is intended to be legally binding.

1.8 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. 1 Local Authority (Goods and Services) Act 1970

Section 25 of the Children Act 2004

Section 33 of the National Health Service (Wales) Act 2006

Section 162 of the Social Services and Well being Wales Act 2014

and

all other enabling powers now (and in the future) vested in the Members

1.9 It is acknowledged and agreed that the Members will wish to keep this Agreement under review

1.10 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.

1.11 The parties wish to record the basis on which they will collaborate with each other for the provision of the Shared Service and the WITS Service and sets out:

(a) the key objectives;

- (b) the principles of collaboration;
- (c) the governance structures the Members will put in place; and
- (d) the respective roles and responsibilities the Members will have during the provision of the Shared Services and the WITS Service

1.12 DEFINITIONS AND INTERPRETATION

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

“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 Lead Authority to assist in the provision of the WITS Service

“Agreement” means this agreement between the Members entered into on the date given above

“Annual Service Plan” means a plan approved by the Executive Board and updated annually, which sets out the costs and income of the WITS Service along with the objectives for delivery of the WITS Service and any improvements or modifications to the Shared Services.

“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 the Shared Services and/or the WITS Service and/or a variation to the terms of the Agreement (including, but not limited to any change to the Shared Service or the WITS Service) agreed in writing by all the Members.

“Charges” means the charges which shall become due and payable by the Client Authority to the Lead Authority in respect of the WITS Services in accordance with the provisions of clause 12 and Appendix 3

“Chief Financial Officer” means the officer who has been appointed by each Member to act as its designated officer and for the purpose of Members who are local authorities appointed under section 151 of the Local Government Act 1972 or her authorised representative;

“Client Authority” means the Member on whose behalf the WITS Service is provided by the Lead Authority.

“Commencement Date” means the 1st April 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 Executive Board” means the body established pursuant to clause 6 of which the terms of reference are set out in Appendix 4

“Executive Board Members” are those officers nominated by each individual Member as set out in clause 6.

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

“Expiry Date” 31st March 2020 or such other date as may be applicable pursuant to clause 2

“Intellectual Property Rights” any and all patents, trademarks, trade names, copyright, moral rights, rights in design, rights in databases, know how 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

“Lead Authority” means the Council, having the principal responsibility for undertaking the particular tasks within the WITS Services and that is authorised by the Members to determine how to undertake the tasks

“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

“month(s)” a calendar month and “monthly” shall be interpreted accordingly;

“Party”/ “Parties” means a party to this agreement and Parties means the parties to this Agreement

“Personal Data” means the personal data as defined in the DPA “Policies” those Council policies insofar as they are applicable to the WITS Service

Schedule of Charges means the list of Charges set out in Appendix 3 and paid in accordance with clause 11 of this Agreement made by the Lead Authority at the Commencement Date for providing the WITS Service to the Members in the first year of this Agreement and thereafter as amended by the Lead Authority and approved by the Executive Board (no later than 20th December in any Financial year)

Shared Services means the services set out in Appendix 1 which each Member may be required to provide to assist the WITS Service, the Lead Authority and or the Executive Board in the carrying out of their obligations under this Agreement.

“Term” means the duration of the Agreement in accordance with clause 2.1

“Transferring Staff” means the staff referred to in clause 4 and detailed in Appendix 6 which for the avoidance of doubt shall be the staff that are directly involved in the delivery of the previous Wits service and shall specifically exclude any individual interpreter and or translator that GP engaged to provide such services to the Members prior to the Commencement Date.

“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 the Wits service prior to the Commencement Date. For the avoidance of doubt this sum of money shall transfer to the Lead Authority on the Commencement Date in accordance with clause 12

“WITS Reserve” means the sum of money that is accumulated on a monthly basis from the Commencement Date being the difference between the Charges made to the Client Authority to the Lead Authority and payments made to the Agency Provider by the Lead Authority such sum shall be within the control of the Lead 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 Lead Authority during the provision of the WITS Service in accordance with clause 12

“WITS Service” means the services as set out in clause 3, 4 and Appendix 1 to this Agreement to be provided by the Lead Authority..

Interpretation

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

- (e) the singular includes the plural and vice versa;
- (f) 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;
- (g) any reference to this Agreement or to any other document shall include any permitted variation, amendment or supplement to such document;
- (h) any reference to legislation shall be construed as a reference to any legislation as amended, replaced, consolidated or re-enacted;
- (i) 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;
- (j) a reference to a person includes firms, partnerships and corporations and their successors and permitted assignees or transferees;
- (k) 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;
- (l) words preceding "include", "includes", "including" and "included" shall be construed without limitation by the words which follow those words; and

(m) any reference to the title of an officer of any Member or any of the Councils or public bodies that are Parties 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.

1.8 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 parties shall be deemed to take effect on the Commencement Date and this Agreement shall continue in full force and effect until March 2018 unless terminated earlier pursuant to clause 2.2 or extended pursuant to clause 2.3 (“the Term”).

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 Council, for whatever reason, 12 calendar months written notice to the other Parties, effective on service.

2.2.2 in part by the Council, 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 Council within 3 months of being notified of the breach in writing by the Council and being required to remedy the same.

2.2.3 Following the commencement of this Agreement any Member may withdraw from the Agreement on providing the Board with no less than 12 months prior written notice, which notice is to take effect on the following 31st March, effective on service.

2.2.4 In part, by the Council, as regards any one particular Member or Members if more than one in the circumstances set out in clause 2.2.3 above and for the avoidance of doubt this Agreement will continue in full force and effect with the remaining Members save where the Council exercise their right to terminate in accordance with clause 2.2.1.

2.3 Extension

2.3 Subject to the provisions of clause 2.2 the Parties may by agreement decide to extend the Term of this Agreement beyond March 31st 2018 for such further period or periods as they may agree in writing.

3 COLLABORATION

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

3.2 The Members acknowledge and accept that all Members are public 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 the requirements for WITS Services and simplification as the WITS Services will be provided by a single Member the Lead Authority.

3.3 Each Member will:

- (a) co-operate and use all reasonable endeavours to ensure the success of the WITS Service;
- (b) act in good faith and in the spirit of co-operation in the Shared Services and the WITS Services;
- (c) ensure that all communications are constructive, comprehensive, timely and open;
- (d) provide information promptly to the others relating to their involvement in the WITS Services including results and interim results;
- (e) aim to reach agreement in discussions for the good of the WITS Services rather than for individual Member gain.

3.4 From the Commencement Date the Lead Authority shall provide the Client Authority with the WITS Service pursuant to the statutory provisions recited above and the Client Authority hereby appoints the Lead Authority to deliver the WITS Service to it.

3.5 In consideration of the Lead Authority providing the WITS Service to the Client Authority as set out in clause 4 the Client Authority will pay the Charges to the Lead Authority as set out in clause 8. 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 the Service.

3.6 The Members acknowledge and accept that there will be an initial outlay of expenditure to establish the WITS Service 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 Council. This WITS Fund will pay in whole or in part the establishment of the WITS Service and to the extent that the WITS Fund is insufficient to cover the required anticipated expenditure to be incurred by the Council the Members shall hereby undertake to make payment to the Council on production of an invoice.

4 COMMITMENTS OF THE PARTIES AND CONTRIBUTIONS

4.1 The Lead Authority shall with support provided by the other Members as set out in this Agreement (to include but not limited to the contribution to the Shared Services and Executive Board of which the Council will also contribute as required) provide the WITS Service. The intended scope of the WITS Service to be provided is set out in Appendix 1

4.2 The Council undertakes to:

- (a) carry out a tender process for the provision of managed agency services
- (b) appoint an Agency Provider and
- (c) conclude a Contract with that Agency Provider

on behalf of Members for the benefit of the WITS Service.

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. The Council shall accept no responsibility for the fitness of purpose of the approach detailed in this clause nor accept any liability for any costs or otherwise arising from this approach. Each Member has sought their own legal advice in respect of this approach and is satisfied that it will comply with their own duties and responsibilities.

4.4 The Council undertakes to take into its employ all the Transferring Staff who at the Commencement Date were immediately employed by GP to deliver the previous Wits service and to which posts the Transfer of Undertakings (Protection of Employment) Regulations 2006 applies (the "Transferring Employees" which are listed in Appendix 6).

4.5 GP shall provide IT support and access to IT systems necessary to facilitate the establishment of the WITS Service for a period of 6 months and to the standard set out in Appendix 2 as provided by GP prior to the Commencement Date . The

GP's obligations to provide IT support for the WITS Service will cease on September 30th, 2017 provided the Council has the ability and information available to provide the WITS Services as anticipated in this Agreement

4.6 The Members acknowledge that if for any reason GP is unable to provide the IT support referred to in clause 4.5 that the Lead Authority will not be able to provide the WITS Service.

4.7 The Members shall contribute and comply with the duties and responsibilities in respect of the:

- (a) Shared Services as set out in Appendix 1 and
- (b) the operation of Executive Board as set out in Appendix 4

so as to ensure the WITS Service is a success.

4.8 The Members acknowledge that the Council may wish to continue to operate the WITS Service after the expiry of this Agreement and to expand the WITS Service on a commercial basis and will raise no objection to the same. To assist matters and without giving any warranties or guarantees whatsoever in respect of the same (including and without limitation as to title, quality or fitness for purpose) and on the basis that all terms, conditions or warranties (whether implied or express) are expressly excluded to the fullest extent permissible by law, the GP will provide the Council upon request with a royalty free non exclusive transferable licence to use the WITS Service database (in the form existing as at the Expiry Date of this Agreement) and subject to any third party licence arrangements any related software (in the form existing as at the Expiry date) .

4.9 It is further agreed by the Members that, without prejudice to the foregoing, and where so required by the Council, GP shall be responsible for the decommissioning of the IT equipment utilised for the purposes of the WITS Service. 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 Parties acknowledge that the successful delivery of the WITS Service has a key role to play in meeting the overall objectives of the Members with regard to services to citizens, and the Members will work together in good faith to make the WITS Service a success.

4.11 The Parties 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 the WITS Service namely to:

- Improve access to public services for vulnerable communities.
- Providing improved local employment opportunities, increasing employment opportunities for local interpreters and contact centre staff.
- Redirecting public spending back into the local economy of Wales whilst providing a cost efficient service.
- Providing sector specific training for interpreters with an opportunity to gain employment whilst continuing to prepare for professional qualifications.
- 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 for which copies will be available upon request shall apply to 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)..

4.13 The Members agree that the costs of carrying out a procurement exercise shall be met by the Members in equal proportions. The Lead Authority shall invoice the Members and payment shall be made in accordance with clause 9

5 Governing Principles and Approach

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'): -

- 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;
- be accountable. Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this Agreement;
- be open. Communicate openly about major concerns, issues or opportunities relating to the WITS Service;
- 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;

- (e) adopt a positive outlook. Behave in a positive, proactive manner;
- (f) adhere to statutory requirements and best practice. Comply with applicable laws and standards including EU procurement rules, data protection and freedom of information legislation.;
- (g) act in a timely manner. Recognise the time-critical nature of the WITS Service and respond accordingly to requests for support;
- (h) manage stakeholders effectively;
- (i) 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
- (j) act in good faith to support achievement of the objectives set out in this Agreement and compliance with these Principles.
- (k) take no action that would bring into disrepute the reputation and standing of any Member

6. Project Governance –Executive Board

6.1 The Members shall form an Executive Board ('Executive Board ') with the terms of reference set out in Appendix 4, for the purpose of overseeing and proposing the direction of the WITS Service and making recommendations to the Lead Authority.

6.2 The Executive Board shall comprise of one representative nominated by each Member of sufficient seniority to enable the Executive Board to operate within the terms set out in Appendix 4. The Chair of the Executive Board shall be the representative nominated by the Board. The quorum for a meeting shall be 75 % of those who are entitled to attend. Each representative shall have one vote and matters shall be determined by majority vote. The result of the majority vote shall be a recommendation to the Lead Authority.

6.3 It is acknowledged and accepted that the Executive Board is not intended to be a decision making body as such the terms of reference are limited to setting the direction of the WITS Service in accordance with this Agreement.

6.4 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 the WITS Service and Shared Service will be subject to a decision of the Councils Cabinet and where applicable each Members organisation in accordance with their own organisations constitution.

6.5 Each Member shall be responsible for ensuring compliance with their 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 the WITS Service save that provided for in this Agreement.

6.6 Where circumstances arise as set out in clause 6.5 each Member shall work in good faith to propose a decision in a timely manner, however no decision shall be implemented by the Executive Board or otherwise unless and until each Member has confirmed it has the appropriate authority as set out in this clause 6..

6.7 The Members shall, at their discretion, be entitled to replace their own Executive Board Member provided that such replacement shall be on the same basis as the original appointed nominee.

6.8 The Executive Board shall meet quarterly and any two Executive Board Members may call additional meetings as and when required.

6.9 Minutes and actions will be recorded for each Executive Board meeting. Any additional reporting requirement shall be at the discretion of the Executive Board in accordance with the procedure set out in 6.2 above.

6.10 The Lead Authority shall keep the minutes and provide the reports to the Executive Board, which reports shall highlight:

- (a) Progress for the period since the last meeting or periods set by the Executive Board;
- (b) issues being managed;
- (c) issues requiring direction and progress planned for the next period.
- (d) Organisational: The Executive Board Members shall be responsible for drafting reports into their respective sponsoring organisation as required for review by the Executive Board before being issued.

7 EXECUTIVE BAORD RESPONSIBILITIES, HOSTING AND COSTS

.7.1 The Executive Board meeting shall be hosted by the Lead Authority.

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

8 PARTNERSHIP MANAGER

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

8.2 The costs of employment and continuing employment of the Partnership Manager and the Transferring Staff 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 4.8 and 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.

9.2 The Member or Members (save the exclusion of the Council for the purposes of this clause) as the context requires hereby grants to the Council a royalty free exclusive, irrevocable, licence to use the Member or Members pre-existing Intellectual Property Rights during and after the Term for the purpose of enabling the Council to:

- (a) perform the WITS Service; and/or
- (b) to exercise the right to expand the WITS Service as set out in clause 4.8

9.3 The Members agree that any Intellectual Property Rights developed by the City of Cardiff Council in the performance of the WITS Service during the Term shall remain the property of the Partnership unless at the sole discretion of the Partnership the Council decides to formally assign any Intellectual Property Rights to a Member or Members in writing.

9.4 It is a condition of the Agreement that the WITS Services will not infringe any Intellectual Property Rights of any third party and each Member (save the Council shall be excluded from this clause) 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 the Council which is not in accordance or a wilful breach by the Council of this Agreement.

9.5 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.

9.6 The Members shall inform the Council 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 Council in defending any claims for breach.

10.. LIABILITY OF THE PARTIES

10.1 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

10.2 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.

10.3 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.

10.4 It is intended that the obligations under this Agreement relating to the transfer of employees (the Transferring Staff) from the GP to the Council (pursuant to the provisions of the Transfer of Undertakings (Protection of Employment) Regulations 2006 ('the Regulations') shall be legally binding. The transfer of the Transferring Staff from the GP to the Council pursuant to this Agreement shall be a 'relevant transfer' for the purposes of the Regulations

10.5 The Members shall remain liable and shall indemnify the Council against all claims for wages, back pay, holiday pay, employment benefit, pension deficit and sex discrimination claims (the latter related to equal pay only) in respect of all Transferring Staff who become employed by the Council to the extent that such claims relate to a period prior to the date of transfer.

10.6 The Members shall remain liable and shall indemnify the Council against all future employment costs of the Partnership Manager and Transferring Staff where the WITS Fund and WITS Reserve is not sufficient to meet any such costs.

11 INSURANCE - tbc

11.1 Each Member shall ensure that insurance cover of at least the following minimum amounts is effected and maintained and notified annually throughout the duration of this agreement to the Executive Board in respect of:

Awaiting clarification from our Insurance Team – tbc

- (a) £xXXX public liability insurance;
- (b) £XXX employer's liability;
- (c) £XXX professional indemnity insurance

12 CHARGES AND OPEN BOOK ACCOUNTING

12.1 The Lead Authority shall propose (by the end of November in each financial year) for the approval of the Executive Board the Charges to be paid to the Lead Authority or how such Charges are to be calculated.

12.2 The Charges shall be paid by the Client Authority in equal instalments payable on the first day of each month with any variations to the Charges to be billed by the Lead Authority one month in arrears and settled within thirty days of presentation of an agreed invoice by the Client Authority.

12.3 The Executive Board shall approve or amend the proposed Charges and shall submit a final proposal to each Member by no later than twentieth December in the same year.

12.4 If any Member rejects the Charges proposed by the Executive Board the matter will proceed in accordance with clause 24 (dispute resolution) and pending resolution the amended Charges shall be deemed to apply.

12.5 The Members acknowledge and accept that the provision of the WITS Service is intended to be cost neutral to the Lead Authority as such the Charges will include all costs incurred or anticipated to be incurred by the Lead Authority as set out in Appendix 3.

12.6 The Members agree that the WITS Fund shall be transferred to the Lead Authority for the purposes of funding any costs above and beyond the costs of the individual services. The Members hereby grant the Lead Authority the right to utilise the WITS Fund and WITS Reserve for the purposes set out within this Agreement.

12.7 Each Member authorises and requests the Executive Board on its behalf to maintain a true and complete set of records of personnel, activities and transactions relating to the performance of the WITS Services and all transactions entered into by the Members arising out of this Agreement.

12.8 All documents kept by a Member pursuant to clause 12.7 shall be available at all reasonable times for inspection and copying by , the Executive Board and any person duly authorised for or on behalf of the Member and the Lead 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.

12.7 For the purposes of any scrutiny or other reasonable request for information relating to the Shared Services and or WITS Services by any Member or for examination and certification of any Member's accounts or for the purposes of any internal or external audit of the WITS Services 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.

13.8 ASSETS, SHARED SERVICES, ACCOMMODATION and ANY OTHER SUPPORT

13.1 Shared Services shall be provided by each Member to the WITS Services, the Lead Authority and the Executive Board as set out in Appendix 1.

13.2 If the Executive Board determine during the existence of this Agreement that additional Shared Services are necessary for the WITS Service it will consult with the Member it considers should provide the additional Shared Services to determine the most effective way to do so and the cost and if that Member is unable to agree a request from the Executive Board, the matter shall be dispensed with save where another Member volunteers to provide the additional Shared Service and the Executive Board agrees with the proposal.

13.3 Subject to clause 4.5 the Members, via the Lead Authority, shall ensure that appropriate accommodation and facilities for the provision of the WITS Services 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 of which costs are to be shared by the Members and will form part of the Charges as set out in Appendix 3 .

13.4 It is acknowledged and accepted by the Members that there may be a requirement for further IT solutions to enable the operation of the WITS Service following the expiry of the provision of the IT solution that GP will provide in accordance with clause 4.5. For the avoidance of doubt the cost of any such IT solution that may be required will form part of the Charges as set out in Appendix 3.

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 Member 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 of the WITS Service.

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); or

14.2.2 is required to be disclosed by law; or

14.2.3 was already in the possession of the Covenanter (without restrictions as to its use) on the date of receipt; or

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.

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 as the case may be set out at the commencement of this Agreement (Addresses of the Members) 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 and the provision of the WITS Services, the Members agree that the Lead Authority 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 and any Shared Services. 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 Each Member insofar as it is applicable shall be primarily responsible and liable for the acts and/or omissions of its sub-contractors as though they were its own.

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

21.1 This Agreement contains all the terms which the Members have agreed in relation to the subject of this Agreement and supersedes any prior written or oral agreements, representations or understandings between the Members relating to such subject matter.

21.2 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.

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 the WITS Service and or Shared Services, 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, and 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) days of such audit having been concluded whereupon the defaulting party shall as soon as reasonably practicable and in any event within thirty

(30) 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 parties 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 PARTIES

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 Lead 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 10 working 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

1. Chief Financial Officer for the WITS Service
2. Chief Executive or equivalent officer

24.3 If after 10 working days of the dispute arising the matter remains unresolved the dispute will be referred to the Chief Executive of the relevant Members

24.4 If after 10 working days of the dispute arising the matter remains unresolved the dispute may be referred by either party for resolution

24.4.1 to mediation facilitated by the President of the CEDR or his nominated representative or such other party as the Parties 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 otherwise.

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 Parties (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 Parties 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 Parties.

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 this WITS Service and the transfer of any Personal Data to enable the Lead Authority to perform the services set out..

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 the WITS Service, 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 Service 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 Service; 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, request a written description of the technical and organisational methods employed by the other and the relevant sub-contractors insofar as it is applicable. Within 5 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 the sub contractors 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:-

25.8.2 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

25.8.3 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.

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 the WITS Service.

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 the WITS Service:

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 the 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.

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.

The Common Seal of the County Council
of the City and County of Cardiff was
hereunto affixed in the presence of: -

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Appendix 1: Intended Scope of the WITS Service

Background

The All Wales Interpretation and Translation Partnership, established in January 2010, is a partnership comprising Criminal Justice Agencies, Health Authorities and Local Government Authorities. Its operations will be coordinated and managed through a central hub, namely the Wales Interpretations and Translation Service (WITS), which has 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 and 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 the WITS Service seeks to offer benefits to public service providers, such as:

- Providing interpreter services which comply with national minimum standards
- 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 CRB security vetting for each organisation
- Reducing the carbon footprint of Welsh public service providers.

There were area for improvement identified within the provision of such services which the WITS Services seeks 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. Currently staff have 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 will provide a single monthly invoice in an agreed format.
- The security Vetting costs is proposed to be met by the individual interpreter as opposed to the Client Authority (CRB checks cost £38 each). The need for these would be negated by centralised checking of all interpreters to the higher police security standards.

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 that currently try to secure the services of such interpreters are gaining resources from England. By signposting the training

and utilising the services of those interpreters, it is anticipated that 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 reducing the travelling emissions of interpreters who often travel great distance

OBJECTIVES

The objective of WITS Service 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

WITS Services

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

The remit of WITS Management Team is to manage WITS operations and report to WITS Executive Board on items including operations, management information, the budget, performance and staffing issues. Notwithstanding the generality of the foregoing, WITS Management Team shall be responsible for:

- replacing the Account Holder;
- 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
-
- An Officer may be replaced only with the agreement of WITS Executive Board.
- WITS Management Team will agree specific area projects (subject to WITS Executive Board approval) and allocate responsibility for delivery to a nominated service manager of each Member ("Service Manager"). The Service Manager (or a lead officer nominated by the Service Manager and approved by WITS Board) shall be the lead officer to deliver any specific project.
- 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 the WITS Services the Lead Authority will co-ordinate the provision of linguistic services.

The Lead Authority will at its own discretion employ or engage a WITS Partnership 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, 8 Customer Service Representatives and an Administration Officer (the WITS Team as set out in Appendix 6 shall transfer to the Lead Authority,

Booking facility

The WITS Team will aim to 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 phone 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 and 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. These requirements shall be set out in the procurement process and are hereby agreed by the Members. 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 member's own statutory requirements. It is agreed that the interpreters shall have to at their own expense ensure they pass any re-vetting when the current period expires, and shall be responsible for notifying the Agency Provider and or the Lead Member of any changes to their status that would affect their ability to be continued to be approved. It is anticipated this will be required every 3 year period.

All staff are vetted to NPPV Level 3. Interpreters and translators will be responsible for payment of the vetting procedure which is currently £80. 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 the WITS Service 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 area. The Lead Authority, via the Partnership Manager and WITS Team will be responsible for maintaining an up to date record of such matters as set out in this Agreement.

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Shared Services

Those services which each member has agreed to provide which shall include but not limited to the establishing and contributing to the Executive Board.

The Terms of Reference of the Executive Board are detailed in Appendix 4 and the individual Members agree to contribute as set out in this Appendix 4 and the terms of this Agreement.

The Members agree to pay the Charges as set out in Appendix 3 and acknowledge and accept that they will contribute to the successful delivery of the WITS Service.

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APPENDIX 2

INFORMATION & COMMUNICATION TECHNOLOGY

Specification of SERVICES to be provided

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

During the six month period the Lead 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.

IT Security Policy as per Cardiff Council Policy

Acceptable IT Usage Policy as per Cardiff Council Policy

Appendix 3 _Charges and Invoicing

The Members acknowledge and agree that the WITS Reserve Fund of £139,184, (which was the value as at 31st March 2016) shall transfer to the Lead Authority on the Commencement Date. The members acknowledge and agree that the WITS Fund shall be within the control of the Lead Authority and may be utilised in accordance with the terms of this Agreement. To the extent that the WITS Fund is insufficient to meet the costs of any requirements to enable the Lead Authority to operate the WITS Service the Members will ensure that the WITS Fund has a sum equal to that of any proposed costs prior to the Council incurring those costs

The Members acknowledge and agree that there will be an ongoing requirement to ensure the WITS Reserve is sufficient to ensure the WITS Service remains cost neutral to the Lead Authority in accordance with clause 1.5 and hereby agrees that where reasonably requested by the Lead Authority will contribute to the WITS Reserve. Such reconciliation an or anticipated expenditure shall be set out in the Annual Service Plan. It is accepted by the Members that the Lead Authority shall at all times act in a manner that is consistent with collaboration and cost recovery.

The costs of the WITS Service shall be met by the Members according to the percentage proportion of the total value the individual Member had in the year preceding this Agreement. For example only, if a Member used 26% of the total value of the WITS Services in the previous year that Member will contribute 26% of the total value of anticipated cost to the WITS Reserve.

The Members will collectively meet all the running costs of the WITS Service, as calculated by the Lead Authority. The annual running costs will be apportioned amongst Members based on their previous 12 months use (calculated by reference to spend) of the WITS Service and will be set out in the Annual Service Plan . The annual running costs will be recovered by the WITS Team adding the proportionate Running Cost Percentages as set out above the to the costs charged by the Translators and Interpreters engaged on behalf of the Client Authority

WITS will be responsible for ensuring that all of its own running costs are met by the difference between the amounts charged to Members and the amounts paid out to interpreters and translators and the members agree to make payment in accordance with the mechanism set out in this Appendix and in accordance with clause 12.

The Annual Running costs may include all and any costs and expenses

incurred by the Lead Authority in providing the WITS Service. Without limitation to the generality of the forgoing it shall include: _

- Accommodation for the WITS Team and Partnership 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
- Communication costs
- Insurance as applicable
- Stationery
- Provision of Disaster Recovery Facility
- And any other costs or charges reasonably incurred by the Lead Authority

On a monthly basis, Members will be invoiced for the linguistic services they have received through the WITS Service and the Running Cost Percentage. Members will pay the Lead Authority the sums shown in such invoices within 10 working days of the date of the Invoice

The Lead Authority will pay the interpreters and translators via the Agency Provider and in accordance with the Contract as instructed on Members behalf.

The Lead Authority will seek the approval of the Executive Board before incurring any capital expenditure, which should be directly attributable to provision of linguistic services. Capital and revenue expenditure should be recovered in the year incurred. Capital and revenue expenditure should demonstrate value for money.

The sums invoice by the WITS Team minus all payments should result in a net cash surplus in each financial year or should break even.

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

Appendix 4

EXECUTIVE BOARD– TERMS OF REFERENCE - explained in clause 6 may not be necessary

Have covered off the operation of the executive board within the agreement clause 6

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Appendix 5

The duties of the Partnership Manager are: -

1. To scheduling meetings of the Executive Board and provide quarterly, progress and financial reports to the Executive Board on the WITS Service
2. Ensuring there is a standard method of presenting information on the WITS Service to all Members.
3. Collate evidence of WITS Service performance
4. Co-ordinating and direct the WITS linguistic services
5. Co-ordination of Communication or the WITS Service and act as a single point of contact for media

Ensuring invoicing of Members in a timely manner as set out in this Agreement

As regards the WITS Service manage the same in accordance with the Lead Authority's financial requirements and protocols

To put in place appropriate efficiency regimes to control costs

Identifying efficiency savings that can be made in the following year

Appendix 6

TUPE STAFF INFORMATION

The recommendations in this report have the impact of creating a number of permanent roles within the Authority for which the temporary employees currently employed through Cardiff Works will be able to apply. This will provide a more stable workforce for WITS and greater security for those employees.

Discussions have taken place with Gwent Police regarding the possibility of a small number of employees (one or two) transferring under the TUPE regulations, and if this does become the case then the Council will abide by the requirements of TUPE as well as the Code of Practice on Workforce Matters.

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