

Dated

2024

DEED OF VARIATION
to the
COLLABORATION AGREEMENT

in relation to the provision of the Wales Interpretation and Translation Services
("WITS")

BETWEEN:

THE COUNTY COUNCIL OF THE CITY AND COUNTY OF CARDIFF
AND
OTHERS (see below)

THIS DEED is made the day of

2024

B E T W E E N

1. The County Council of the City and County of Cardiff of County Hall Atlantic Wharf Cardiff CF10 4UW (“the Council”) and
2. Aneurin Bevan University Health Board whose principal office is situated at AMB LHB Finance Department Mamhilad House 2nd Floor Block C Pontypool NP4 4DH
3. Audit Wales whose principal office is situated at 1 Capital Quarter Tyndall Street Cardiff CF10 4BZ
4. Betsi Cadwaladr University Health Board whose principal office is situated at BCUHB NWSSP Box 269 Rhyl Denbighshire LL16 3ES
5. Blaenau Gwent County Borough Council whose principal office is situated at Finance Department Anvil Court Church Street Abertillery NP13 1DB
6. Bron Afon Community Housing Limited whose registered office is situated at William Brown Close Llantarnam Industrial Park Cwmbran NP44 3AB
7. Cadwyn Housing Association Limited whose registered address is situated at 197 Newport Road Cardiff CF24 1AJ
8. Caerphilly County Borough Council whose principal office is situated at Tredomen Park Ystrad Mynach Hengoed CF82 7WF
9. Cardiff & Vale University Health Board whose principal office is situated at UHW Heath Park Cardiff CF14 4XW
10. Carmarthenshire County Council whose principal office is situated at 5 Spilman Street SA31 1LE
11. Cefnall Cefnall Cymru, Welsh Government. Cathays Park Cardiff CF10 3NQ
12. Ceredigion County Council whose principal office is situated at County Hall Aberaeron. County Hall Market Street Aberaeron SA46 0AT
13. Conwy County Borough Council whose principal office is situated at Coed Pella Conwy Road Colwyn Bay LL29 7AZ
14. City and County of Swansea Council whose principal office is situated at Civic Centre Oystermouth Road Swansea SA1 3SN
15. Cwm Taff University Health Board whose principal office is situated at Finance Department Dewi Sant Hospital Albert Road Pontypridd CF37 1LB

16. Police and Crime Commissioner for Dyfed Powys Police whose principal office is situate at PO Box 99 Llangunnor Carmarthen SA31 2PF
17. Police and Crime Commissioner for Gwent Police whose principal office is situate at Llantarnam Park Way Llantarnam Cwmbran Torfaen NP44 3FW
18. Gwynedd Council whose principal office is situate at Shirehall Street Caernarfon LL55 1SH
19. Hywel Dda University Health Board whose principal office is situate at PO box 115 Pontypool
20. Melin Homes Limited whose registered address is situate at Ty'r Efail Lower Mill Field Pontypool NP4 0XJ.
21. Merthyr Tydfil County Council whose principal office is situate at Civic Centre Castle Street Merthyr Tydfil
22. Monmouthshire Council whose principal office is situate at County Hall Y Rhadyr Usk Monmouthshire NP13 1GA
23. Neath Port Talbot County Borough Council whose principal office is situate at The Quays Brunel Way Neath SA11 2GG
24. Newport City Council whose principal office is situate at Civic Centre Newport NP20 4UR
25. Police and Crime Commissioner for North Wales Police whose principal office is situate at Glan Y Don Abergele Road Colwyn Bay LL29 8AW.
26. Pembrokeshire County Council whose principal office is situate at County Hall Haverfordwest SA61 1TP
27. Powys County Council whose principal office is situate at PO Box 85 Llandrindod Wells LD1 9BG
28. Powys Teaching Health Board whose principal office is situate at Glasbury House Bronllys Hospital Bronllys Powys LD3 0LS
29. Public Health Wales NHS Trust whose principal office is situate at NHS Trust 2 Capital Quarter Tyndall Street CF10 4BZ
30. Qualifications Wales whose principal office is situate at Q2 Building IMPERIAL PARK Pencarn Ln Coedkernew Duffryn Newport NP10 8AR
31. Rhondda Cynon Taff Council whose principal office is situate at The Pavillions Cambrian Park Clydach Vale Tonypany CF40 2XX
32. Royal Commission of Ancient and Historical Monuments of Wales whose principal office is situate at Penglais Hill Aberystwyth Ceredigion SY23 3BU

33. Police and Crime Commissioner for South Wales Police whose principal office is situate at Cowbridge Road. Bridgend. CF31 3SU.
34. Swansea Bay University Local Health Board whose principal office is situate at 1 Talbot Gateway Seaway Parade Baglan Port Talbot SA12 7BR
35. Torfaen County Borough Council whose principal office is situate at Civic Centre Pontypool NP6 6YB
36. The Vale of Glamorgan Borough Council whose principal office is situate at Civic Offices Holton Road Barry CF63 4RU
37. Transport for Wales Limited whose registered address is situate at Llys Cadwyn Pontypridd CF37 4TH
38. Velindre NHS Trust whose principal office is situate at Unit 2 Charnwood Court Parc Nantgarw Cardiff CF15 7QZ
39. Welsh Ambulance Service NHS Trust whose principal office is situate at *****
40. Welsh Government whose principal office is situated at Cathays Park Cardiff CF10 3NQ
41. Wales Local Government Association whose principal office is situated at Welsh Local Government Association (WLGA), Fourth Floor, One Canal Parade, Dumballs Road, Cardiff CF10 5BF

together referred to as “the Members”.

RECITALS

- (A) The parties to this Deed are parties to a Collaborative Agreement for the provision of the Wales Interpretation and Translation Services (“the Collaborative Agreement”).
- (B) The parties have agreed to vary the Collaborative Agreement as set out in this Deed.
- (C) The definitions contained in the Collaborative Agreement shall apply to this Deed save as herein varied

NOW THIS DEED WITNESSETH as follows:-

1. The Parties agree that Clause 2 to the Collaboration Agreement shall be deleted and the clause set out in the Schedule to this Deed shall be read in substitution thereof and the Collaboration Agreement shall henceforth take effect and be read and construed accordingly
2. The parties confirm that the undertakings and provisions of the Collaborative Agreement save as varied by this Deed shall continue in full force and effect.
3. 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.

SCHEDULE

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 (insert original date of agreement) and shall continue for an initial period of twelve (12) months at which point unless otherwise terminated in accordance with this Agreement it will be renewed automatically for successive periods of twelve (12) months

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.

IN WITNESS WHEREOF the Parties have executed this Agreement as a DEED the day and year first before written –

THE COMMON SEAL OF THE COUNTY COUNCIL OF THE CITY AND COUNTY OF CARDIFF was hereunto affixed in the presence of:-	
Authorised Signature	
Date	

THE COMMON SEAL OF ANEURIN BEVAN UHB was hereunto affixed in the presence of:-	
Authorised Signature	
Date	

THE COMMON SEAL OF AUDIT WALES was hereunto affixed in the presence of:-	
Authorised Signature	
Date	

THE COMMON SEAL OF BETSI CADWALADR UHB was hereunto affixed in the presence of:-	
Authorised Signature	
Date	

<p>THE COMMON SEAL OF BLAENAU GWENT COUNTY BOROUGH COUNCIL was hereunto affixed in the presence of:-</p>	
<p>Authorised Signature</p>	
<p>Date</p>	

<p>Signed as a Deed by BRON AFON COMMUNITY HOUSING LIMITED</p>	
<p>Director Signature</p>	
<p>Witness Signature</p>	
<p>Witness Name</p>	
<p>Witness Address</p>	
<p>Date</p>	

<p>Signed as a Deed by CADWYN HOUSING ASSOCIATION LIMITED</p>	
<p>Director Signature</p>	
<p>Witness Signature</p>	
<p>Witness Name</p>	
<p>Witness Address</p>	
<p>Date</p>	

THE COMMON SEAL OF CAERPHILLY COUNTY BOROUGH COUNCIL was hereunto affixed in the presence of:-	
Authorised Signature	
Date	

THE COMMON SEAL OF CARDIFF & VALE UHB was hereunto affixed in the presence of:-	
Authorised Signature	
Date	

THE COMMON SEAL OF CARMARTHENSHIRE COUNTY COUNCIL was hereunto affixed in the presence of:-	
Authorised Signature	
Date	

<p>THE COMMON SEAL OF CAFCASS CYRMU was hereunto affixed in the presence of:-</p>	
<p>Authorised Signature</p>	
<p>Date</p>	

<p>THE COMMON SEAL OF CEREDIGION COUNTY COUNCIL was hereunto affixed in the presence of:-</p>	
<p>Authorised Signature</p>	
<p>Date</p>	

<p>THE COMMON SEAL OF CONWY COUNTY BOROUGH COUNCIL was hereunto affixed in the presence of:-</p>	
<p>Authorised Signature</p>	
<p>Date</p>	

<p>THE COMMON SEAL OF THE CITY AND COUNTY OF SWANSEA COUNCIL was hereunto affixed in the presence of:-</p>	
<p>Authorised Signature</p>	
<p>Date</p>	

<p>THE COMMON SEAL OF CWM TAFF UHB was hereunto affixed in the presence of:-</p>	
<p>Authorised Signature</p>	
<p>Date</p>	

<p>POLICE AND CRIME COMMISSIONER FOR DYFED POWYS POLICE was hereunto affixed in the presence of:-</p>	
<p>Authorised Signature</p>	
<p>Date</p>	

POLICE AND CRIME COMMISSIONER FOR GWENT POLICE was hereunto affixed in the presence of:-	
Authorised Signature	
Date	

THE COMMON SEAL OF GWYNEDD COUNCIL was hereunto affixed in the presence of:-	
Authorised Signature	
Date	

THE COMMON SEAL OF HYWEL DDA UHB was hereunto affixed in the presence of:-	
Authorised Signature	
Date	

Signed as a Deed by MELIN HOMES LIMITED	
Director Signature	
Witness Signature	
Witness Name	
Witness Address	
Date	

THE COMMON SEAL OF MERTHYR TYDFIL COUNTY COUNCIL was hereunto affixed in the presence of:-	
Authorised Signature	
Date	

THE COMMON SEAL OF MONMOUTHSHIRE COUNCIL was hereunto affixed in the presence of:-	
Authorised Signature	
Date	

<p>THE COMMON SEAL OF NEATH PORT TALBOT COUNTY BOROUGH COUNCIL was hereunto affixed in the presence of:-</p>	
<p>Authorised Signature</p>	
<p>Date</p>	

<p>THE COMMON SEAL OF NEWPORT CITY COUNCIL was hereunto affixed in the presence of:-</p>	
<p>Authorised Signature</p>	
<p>Date</p>	

<p>POLICE AND CRIME COMMISSIONER FOR NORTH WALES POLICE was hereunto affixed in the presence of:-</p>	
<p>Authorised Signature</p>	
<p>Date</p>	

THE COMMON SEAL OF PEMBROKESHIRE COUNTY COUNCIL was hereunto affixed in the presence of:-	
Authorised Signature	
Date	

THE COMMON SEAL OF POWYS COUNTY COUNCIL was hereunto affixed in the presence of:-	
Authorised Signature	
Date	

THE COMMON SEAL OF POWYS THB was hereunto affixed in the presence of:-	
Authorised Signature	
Date	

<p>THE COMMON SEAL OF PUBLIC HEALTH WALES NHS TRUST was hereunto affixed in the presence of:-</p>	
<p>Authorised Signature</p>	
<p>Date</p>	

<p>THE COMMON SEAL OF QULAIFICATIONS WALES was hereunto affixed in the presence of:-</p>	
<p>Authorised Signature</p>	
<p>Date</p>	

<p>THE COMMON SEAL OF RHONDDA CYNON TAFF COUNCIL was hereunto affixed in the presence of:-</p>	
<p>Authorised Signature</p>	
<p>Date</p>	

<p>THE COMMON SEAL OF ROYAL COMMISSION OF ANCIENT and HISTORICAL MOBUMENTS OF WALES was hereunto affixed in the presence of:-</p>	
<p>Authorised Signature</p>	
<p>Date</p>	

<p>POLICE AND CRIME COMMISSIONER FOR SOUTH WALES POLICE was hereunto affixed in the presence of:-</p>	
<p>Authorised Signature</p>	
<p>Date</p>	

<p>THE COMMON SEAL OF SWANSEA BAY ULHB was hereunto affixed in the presence of:-</p>	
<p>Authorised Signature</p>	
<p>Date</p>	

<p>THE COMMON SEAL OF TORFAEN COUNTY BOROUGH COUNCIL was hereunto affixed in the presence of:-</p>	
<p>Authorised Signature</p>	
<p>Date</p>	

<p>THE COMMON SEAL OF THE VALE OF GLAMORGAN BOROUGH COUNCIL was hereunto affixed in the presence of:-</p>	
<p>Authorised Signature</p>	
<p>Date</p>	

<p>Signed as a Deed by TRANSPORT FOR WALES Limited</p>	
<p>Director Signature</p>	
<p>Witness Signature</p>	
<p>Witness Name</p>	
<p>Witness Address</p>	
<p>Date</p>	

THE COMMON SEAL OF VELINDRE NHS TRUST was hereunto affixed in the presence of:-	
Authorised Signature	
Date	

THE COMMON SEAL OF WELSH AMBULANCE SERVICE NHS TRUST was hereunto affixed in the presence of:-	
Authorised Signature	
Date	

THE COMMON SEAL OF WELSH GOVERNMENT was hereunto affixed in the presence of:-	
Authorised Signature	
Date	

THE COMMON SEAL OF WALES LGA
was hereunto affixed in the presence
of:-

Authorised Signature

Date