In Practice: The Development of Construction Site

www.constructionsite.org.uk

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Lifelong Learning Networks were established across England to develop and promote opportunities for people with vocational qualifications and/or experience to progress more easily into and through higher education. The networks are made up of partnerships of educational organisations such as universities and further education colleges who are working together to streamline access to higher education, and open up routes to graduate and post graduate levels.

The Skills for Sustainable Communities Lifelong Learning Network (SSCLLN), hosted by the University of Leicester, was established in 2006. The Network covers a sub-region of the East Midlands across Leicestershire, Northamptonshire, Lincolnshire and Rutland. The Network is funded until December 2010 by the Higher Education Funding Council for England (HEFCE).

This best practice guide is part of a series of guides produced by the SSCLLN. These guides aim to share best practice used by partner colleges and universities to enable progression for vocational learners. Other guides in the series include:

- Delivering/developing the University Certificate in Professional Development
- Bishop Grosseteste Touring Company
- Targeting vocational learners
- Developing vocational curriculum
- Constructionsite: Developing a shared resource
- Developing Progression Agreements
- Developing APEL: A unique approach

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SSCLLN BEST PRACTICE GUIDES: GUIDE FIVE

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A guide to setting up a regional repository supporting the development of higher education courses.

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1. Executive Summary

The development of a Construction web-based repository has been the product of partnership working. This partnership has involved many members, with Skills for Sustainable Communities Lifelong Learning Network and Leap Ahead Lifelong Learning Network being at the centre of the initiative.

The original stimulus was to support the concept of providing appropriate learning resources for an envisaged East Midlands Regional Construction Leadership and Management Foundation Degree. Whilst the Regional Foundation Degree did not come into effect, the concept of the website remained and was developed into providing 'bite-sized' units of learning together with the supporting resources. The content was based on the Construction Leadership and Management Foundation Degree developed and validated by Nottingham Trent University.

The driving forces include: widening opportunities for vocational learners, expanding opportunities for flexible part time study at the Higher Education level and providing and meeting the requirements of employers and employees.

The development of the site has involved a number of stages including:

- Research into need
- Project Management
- Authoring
- Editorial and Technical Advice
- Contractual arrangements
- Website management
- Awareness raising
- Analysis
- Financial implications
- Sustainability

The two East Midlands Lifelong Learning Networks – Skills for Sustainable Communities and Leap Ahead – have jointly funded the development with additional support from other regional and national organisations including: East Midlands New Technology Initiative, Foundation Degree Forward, the Collaborative Higher Education Alliance, the East Midlands Further Education Council and the Colleges University of Leicester Network (CULN). The two Lifelong Learning Networks included, within their partnerships, the majority of Higher Education and Further Education construction curriculum providers. All were privy to the developments and encouraged to participate.

The project has delivered the mechanism for flexibility of provision based on both the academic and employer requirements in relation to the original Foundation Degree remit. Further curriculum expansion is anticipated regarding Building Services Engineering and a Heritage Foundation Degree together with Continual Professional Development Certificate initiatives.
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The site has had problems attracting the anticipated volume of users, in no small part due to the recession. There are signs that there will be greater activity in the coming academic year as a result of the various initiatives which have taken place. These have prompted:

- Increased awareness of the site’s facilities
- Realisation that HNC/D students can benefit from using the resource material
- Realisation that some of the material is relevant to Level 3 and Apprentices
- Increased employer awareness
- Increased professional organisation awareness
- Additional programme content including Continuing Professional Development Certificates
- Increased interest, in Further Education Colleges, to follow the Foundation Degree route

The importance of the initiative is seen in the fact that a strategy for sustainability has been agreed. This will ensure continuation until at least December 2011 when further discussions take place.

It is clear that the experience gained by this initiative may help to inform others who may be considering a similar venture.

2. Introduction

The constructionsite, a web-based repository for Construction study units and supporting resources, had its origins in the proposed development of an East Midlands’ Foundation Degree in Construction Leadership and Management. This concept further encouraged the strong working relationship between the region’s two Lifelong Learning Networks (LLNs) – Skills for Sustainable Communities and Leap Ahead - and the pooling of resources on a number of related initiatives. This led to the more efficient use of resources than if each LLN had decided to work in isolation.

The Regional Foundation Degree did not progress because of a number of administrative hurdles, but it did foster the development of a regional construction repository. This was originally to concentrate on the delivery of the Construction Foundation Degree material and was to be made available throughout the two LLN partnerships. The unit material is based on Nottingham Trent University’s Construction Foundation Degree.

The report aims to provide relevant information regarding the stages that such a process goes through and to draw on this experience. Lessons learnt from the present activities can help to inform future developments and, in some aspects, provide a ready made platform for developments in other curriculum areas. This would further increase the educational cost effectiveness of the original work.

An additional consideration is the sustainability issue. The partnership members are keen to ensure that the work that can be sustained should be planned for and that the evaluation exercise can help to inform this process. The constructionsite repository initiative has already received strong support for its continuation.

3. Purpose of the report

Following the development of the constructionsite, the SSCLLN has been approached by representatives from other sectors for more information. The aim of this document is to share with stake-holders information relevant to any similar proposed developments in other curriculum areas.

The constructionsite experience offers suggestions for future e-learning related activity as to the processes to follow and the challenges which may be faced. It is intended to provide suggestions for future initiatives.

4. Terms of reference

The research was commissioned to provide an overview of the stages of the project’s development and to provide suggestions for future project managers who may be developing a project of this kind. The following are to be included:

- The origins of the project and how the idea of a resource repository was conceived
- Steering Group
- Market research
- Engaging the e-learning company to establish the web facility and resource management
- Engaging authors from both LLNs and the technical author
- Managing copyright issues and a Memorandum of Understanding /Partnership Agreement
- Promoting the resource to partners
- The manner in which the resources can be used to potentially ‘package’ qualifications
- Expanding the resource to include more than one construction specialism
- Financial implications for developing a resource of this kind
- Sustaining the resource beyond the life of the LLNs

5. Research Methodology and Actions

- Desk-based research involving the scrutiny of project proposals, meeting minutes, research findings and the developed website
- Attendance at Action Based Task Group Meetings
- Presentations by LLN representatives, ABTG Sector Lead, Learners, University and College staff
- Attendance at Steering Group Meetings
- Discussions with the e-learning company representatives
- Discussion with some of the authors and the Technical Author/Editor
- Discussion with learners
- Discussions with appropriate LLN representatives
- Communication with Sector Skills Councils
- Discussions with College Construction Managers and Staff
- Briefing sessions on the use of Google Analytics
6. Background

The driving force behind the construction site development has been that of the combined commitment of the two Lifelong Learning Networks. Both organisations have Construction as part of their portfolio and both have broadly the same overall remit, for example, widening opportunities for vocational learners. The Skills for Sustainable Communities Lifelong Learning Network (SSCLLN) is the organisation which has commissioned this report and will be used as the example of LLN involvement. It must be emphasised that the project was a partnership and that Leap Ahead was equally involved in every aspect. In addition the initiative was supported by the Collaborative Higher Education Alliance (CHEA), East Midlands New Technology Initiative (NTI), Foundation Degree Forward (fdf) and East Midlands Further Education Council (EMFEC) and with the wider LLNs’ partnerships.

6.1 Skills for Sustainable Communities Lifelong Learning Network (SSCLLN)

The Network is a partnership between Further Education (FE) and Higher Education (HE) in Leicestershire, Lincolnshire, Northamptonshire and Rutland. The Network was established to create opportunities for vocational learners by means of:

- Improving provision in four key sectors:
  - a) Health and Social Care and Young People’s Services
  - b) Creative Industries
  - c) Food and Drink Sector
  - d) Construction Sector
- Enabling progression for vocational learners into Higher Education
- Developing flexible modes of study to meet employer and employee needs
- Improving information, advice and guidance available to vocational learners

The Network aims are to:

- Put learner needs at the heart of the strategy
- Widen opportunities for the vocational learner, so that there is the same clarity and coherence for vocational learners as for those from academic routes
- Enable a guaranteed, seamless progression for qualified students onto HE courses within the Network through the establishment of formal progression agreements and credit frameworks
- Expand opportunities for flexible part time study at HE level, driven by employer and employee requirements
- Build on, and work with, existing networks and relationships such as East Midlands New Technology Initiative (NTI), Foundation Degree Forward (fdf), Aimhigher, Aimhigher Healthcare Strand, Associate College Network (ACN), East Midlands Further Education Council (EMFEC), Colleges-University of Leicester Network (CULN), Collaborative Higher Education Alliance (CHEA), Learning Partnerships (LPs) and Lifelong Learning Networks (LLNs).
- Create a climate of genuine collaboration between institutions and their partners that is sustainable

6.2 SSCLLN Operational Structures

Understanding of the initial processes involved in the establishment of construction site requires the context of the SSCLLN’s operational structure. In curriculum development terms this was delivered through the Action Based Task Groups.

Action Based Task Groups (ABTGs)

The ABTGs were charged with delivering that particular curriculum sector’s objectives. The Construction ABTG was managed by Lincoln College and the East Midlands NTI Ltd. The curriculum initiatives were led by Lincoln College with the NTI managing the ABTG finances with funds received from the SSCLLN at the beginning of each financial year. The NTI also managed the ABTG meeting arrangements.

The Construction ABTG group members included representatives from:

- SSCLLN
- Sector Skills Councils
- East Midlands NTI
- Leicester College
- Lincoln College
- Moulton College
- Nottingham Trent University
- Stephenson College
- University of Lincoln
- University of Northampton

Each ABTG had to develop a strategy for the duration of a three year period to meet certain targets. Those of particular importance to the construction site initiative include:

- A commitment to establish regional coverage including Further Education Colleges (FECs), Higher Education Institutions (HEIs), Sector Skills Councils (SSCs) and other stakeholders
- Course access
- Flexible modes of delivery
- Addressing any issues regarding intensity of study
- Ability to add new materials and courses as conditions demanded and to modify existing content to ensure currency
7. Rationale for the development of constructionsite

Initially, one of the major areas considered by the ABTG for improving provision within the Construction curriculum, was addressing course content relating to leadership and management. Nottingham Trent University was developing a Foundation Degree (FD) in Construction Management at the same time as Lincoln College, Leicester College and Chesterfield College were considering the same type of provision. A strong working relationship was established between Nottingham Trent University and Lincoln College. The former was building on its existing experience and skills in Construction BSc. and FD development. Lincoln College provided up to date knowledge on the pre Level 4 construction qualifications including those which were work based. Sector Skills Councils and employer information further informed course content. This partnership arrangement considerably increased awareness of progression opportunities not just between courses, but also within the workplace. The fact that Nottingham Trent University was not in the SSCLLN geographical area did not present an obstacle because it is common practice for FECs to seek FD course validation from HEIs who are not necessarily within their immediate vicinity. The decision, quite correctly, being driven by the expertise offered, the appropriate course availability or the opportunity to guide and validate a College proposal.

The close working relationship between Nottingham Trent University and Lincoln College confirmed that there was the opportunity for a Regional Construction FD as well as the fact that this initiative may remove some of the obstacles to learner progression.

The concept of a Regional Construction FD resulted in Nottingham Trent University contacting the University of Derby who were also interested in the developments. In addition New College Nottingham, Derby College and the University of Northampton expressed interest. The University of Derby hosted the Leap Ahead Lifelong Learning Network and the latter stated that they wished to be involved. Leap Ahead was responsible for those parts of the East Midlands which did not fall within the SSCLLN’s remit.

Both LLNs had their separate business plans and funding, but the opportunity for co-operation was accepted. This was originally for the development of the Regional FD. The partnership was further expanded with both the Collaborative Higher Education Alliance (CHEA) and Foundation Degree Forward (fdf) joining.

It was agreed that initially the programme should be aimed at three specific cohorts of learners currently under represented:

- Craft apprenticeship completers moving from NVQ 3 or Advanced Construction Awards
- Experienced workers undertaking Continuing Professional Development (CPD) or a full FD/Honours Degree
- HNC/D full and part time learners seeking a more flexible approach to study with a focus and relevance in the workplace

The programme content had to satisfy, and was therefore driven by, the following:

- QAA benchmark statement
- CIOB Framework
- Existing BSc (Hons) Construction programmes (for progression)
- Discussions with the industry

The logistics of creating a regional Construction FD was considered at a meeting in June 2008 attended by representatives from three East Midlands universities who had expressed an interest in the initiative – Nottingham Trent University, the University of Derby and the University of Northampton. Using the Nottingham Trent University proposed FD as a comparator, the programmes from the other universities displayed a great deal of commonality. One area of disparity was that whilst the University of Northampton and Nottingham Trent University had module credit point values of 20, Derby’s was 15.

Although there was a considerable degree of alignment between the programmes there were differences in quality and validation procedures and timings. It was these practical issues together with the difference, in one case, of module credit value that resulted in a new approach, that of offering the partnership open access to an on-line Construction Repository, later to be named ‘constructionsite’. This was to be developed through joint SSCLLN and Leap Ahead Funding. This avoided the possibility of duplication and increased the efficient use of resources. The intention was to offer a resource base which each partner institution could access to support their higher level construction curriculum development. At the early stage the concept concentrated on course resources.
8. Project Aims and Objectives

Both LLNS have a strong commitment to widening opportunities for vocational learners, expanding opportunities for flexible part time study at the higher education level and responding to employer and employee requirements. In line with these the original construction site’s objective was to provide resource information enabling easy staff and learner access to relevant resource material. This was to support their work regarding the proposed Regional Construction Foundation Degree. The initiative was also to include examples of new learning technologies to further increase understanding. The fact that a regional Construction FD was now seen not to be a practical outcome led to a new strategy - that of providing both resource and course planning material via the internet. Using the Nottingham Trent University FD as a model which was based on 12x20 credit point modules for the 240 credit FD, 48x5 credit point units were developed for the repository. This would provide examples for course design together with opportunities for CPD (See Appendices A and B).

9. Qualitative and Quantitative Outcomes

Qualitative outcomes were to be measured by tutor and learner responses to the material available together with the comments as to site access and operation. These outcomes would be collected by means of questionnaires and individual reports towards the end of the academic year. Quantitative outcomes are measured by means of Google Analytics which is a comprehensive mechanism for identifying site usage not just in total terms but down to such detail as individual pages. It also collects information as to which partners are using the site (See 10.4.13). This system became operative in March 2010.

Individual institutions report back regarding what they consider has been the site’s effectiveness in improving the learner success. In quantitative terms, however, this will be very difficult to measure.

10. Repository Development

The construction site repository development included the following stages:

10.1 Establishment of communication channels

Within the SSCLLN this was achieved through the ABTG Meetings. In the case of the wider partnership, communication was through the construction site Steering Group. Organisations represented included: SSCLLN, Leap Ahead LLN, CHEA, EMFEC, Sector Skills Councils, fdf, HEIs, and FECs. There were strong communication links between the Steering Group and the ABTG. Frequent reports were also received from the Project Manager and the Technical Advisor/Editor.

10.2 Employer Engagement and Research.

Contact was made with the Construction related Sector Skills Councils and, in addition to the valuable information supplied by them, additional research was commissioned at the beginning of the project. This research was commissioned on behalf of SSCLLN, Leap Ahead LLN and fdf. The report entitled Development of a Regional Foundation Degree Repository for the Construction Sector in the East Midlands was completed in 2008 by Margaret Berrill and Kemi Adeyeye. The report confirmed employer approval for the Foundation Degree, a willingness of employers to be involved and the need for flexible delivery and blended learning.

36 employers responded to the request for information which took the form of a questionnaire. 50% of the respondents were from medium sized companies with 25% each from small and large companies.

Those areas seen to be very or highly relevant to business included:

- 89% Construction Management
- 78% Surveying and Autocad Construction
- 58% Sustainable Construction
- 47% Civil Engineering
- 31% Building Services

Regarding the characteristics the employers were looking for in a Foundation Degree they considered the following to be fairly or highly important:

- 92% Flexible modes of attendance
- 86% Ease of access for learners
- 83% Offer of progression routes to enable students to take responsibility for their own learning
- 78% Partnership arrangements between providers, employers and professional bodies

Additional information was supplied by Construction Sector Skills Councils and Gates MacBain Associates.

10.3 Project Manager

As the processes of developing the construction site became more complex, a project manager was appointed for a limited time period to co-ordinate the activities. These included the authoring of material, editing, liaising with the company responsible for the website construction and its management, together with providing progress reports. The most important aspect of the work was maintaining clear lines of communication and making every attempt to adhere to time lines as per the business plan.
10.4 Development of construction site Content

10.4.1 Unit Templates
As previously stated it was agreed that the unit content would be modelled on the recently validated Nottingham Trent University Construction Foundation Degree. This consists of 12x20 credit point modules = 240 credit points (See Appendix A). Each module was to be divided into 4 units, each with a 5 credit point value. Hence 4 units have the same value as 1 module. 48 units therefore comprise of 240 credit points. This system was intended to increase course access, provide flexible modes of delivery and promote Continual Professional Development (CPD).

It is very important to note that the 5 credit point modules are provided as suggestions or guides to course content and/or curriculum development. The unit template includes basic subject information, the overview, aim, unit content, unit learning outcomes and assessment suggestions. The information provides avenues for further investigation. Any validation procedures are the responsibility of the institution wishing to use the material for qualifications. Indeed most would wish to use the information as a guide and to adapt according to their curriculum needs. As the total credit point value for the 48 units is 240 the information provides the opportunity to design a Construction Foundation Degree. The structure encourages use for CPD and full cost work.

10.4.2 Template Authoring
Authoring was divided according to the number of modules in the full FD i.e. 12. In the spirit of partnership working between the 2 LLNs the work was divided between the two geographical areas. Each author being responsible for 4 units derived from the original module. Information was circulated regarding the repository and meetings were held so that discussion could take place. The initial meetings concentrated on resource provision to support the Construction Foundation Degree with the idea of 5 credit point units evolving.

People were encouraged to express an interest in unit writing and from the responses the authors were appointed. Briefing meetings were held and updates provided at regular intervals. Direct links regarding contact information were provided so that no member of the team would be unaware of what was happening. If there was a difficulty in attending a meeting where complicated issues had been discussed, the Project Manager would visit the author to ensure that everyone was fully informed. Additional technical support was available as was editorial support (See 10.4.6 Editorial Overview/Technical Advisor). Timelines were set for template completion.

10.4.3 Supporting Resources
Each author was responsible for providing resource information relevant to their units. This could come from a variety of sources (See 10.4.5 Copyright). The use of new technology was encouraged together with the application of academic work to practice.

10.4.4 Contractual Arrangements
The contractual responsibility was divided equally between SSCLLN and Leap Ahead with each following their own procedures. It was accepted that those authors working in the Further Education Sector may have work contracts which precluded paid work outside their institution. A form was distributed to the relevant line managers seeking permission for the authoring work to be undertaken (See Appendix D). The SSCLLN author contract (See Appendix D) also contained a section regarding an institution’s intellectual property rights as follows: The SSCLLN notes that any IP rights brought by authors from their employing institutions to the project (the Construction Resource Repository for the East Midlands) shall remain the exclusive property of the party owning it. If it is necessary to use any of the Intellectual Property for the Project, the disclosing party shall where it can, grant a royalty free non transferable non exclusive license to the other Parties to the Agreement, to use them solely for the purposes of the Project for the duration of the Project.

10.4.5 Copyright
This is an area of considerable importance. Advice was gained from the relevant bodies and this was substantiated by advice provided by the University of Leicester, the University of Derby and the British Educational Communication and Technology Agency (BECTA).

One of the most important aspects regarding the construction site is that relating to an institution’s intellectual property rights. This has been addressed in the previous section. In general copyright procedures are considerably simplified if the resources are password protected. Passwords, however, do not promote ease of access and may prove to be a disincentive to learner use. Ease of access has been one of the primary goals of the repository.

In the case of book or journal text, the material is subject to the Copyright Licensing Agency (CLA) regulations. Under UK law, copyright material published on the internet will usually be protected in the same way as material in other media. One aspect is that any material gained from an external source should be acknowledged and credited to the originator.

DVD/CD material has no centralized licensing procedure and permission may have to be gained from the individual publishers. Video usage requires the copyright holder’s permission and the fact that the request is for website use must be made clear.

If authors are thinking of copying web-based material because they may wish to include this on the site they should consider quoting the appropriate URL or linking to it and allow the readers to consult the resource material on line. They should take note of the copyright notice on that site. Full copyright etiquette needs to be made clear to users and if there is an allegation of infringement of copyright a ‘takedown’ policy should be followed.
10.4.6 Editorial Overview/Technical Advisor

A vital part of establishing the construction site was the assurance that the material placed on it would be of the required quality, follow a standardised format and be suitable for Higher Education delivery. The role of Editor/Technical Advisor included the oversight of the copyright considerations and the coaching of authors on the repository house style together with editing their work as appropriate. In addition the responsibilities involved working closely with the website provider both regarding inputting and any technical requests.

Quality aspects included QAA benchmarking, Foundation Degree subject benchmarks and, where appropriate, meeting the professional requirements of the Chartered Institute of Building (CIOB). Mapping, via the National Occupational Standards, the NVQ 3 Site Supervision and NVQ 4 Site Management was also considered to provide suitable materials for these areas on the site to underpin NVQ Knowledge and Understanding and to promote progression opportunities.

10.4.7 Tendering Process for the Web Site Provision, Maintenance and Management

The criteria for evaluating the tenders were as follows:

- Experience in the field
- Ability to deliver
- Quality of proposal
- Innovation and creativity
- Value for money

At this stage the requested information related to the resources as opposed to placing the units onto the site. The decision to include these was taken at a later date.

The successful tender was made by Innovation for Learning (I4L), a commercial division of the University of Derby.

The Steering Group agreed that sustainability should be built into the contract to allow the site to operate for at least three years i.e. for a period beyond the lifetime of the SSCLLN and Leap Ahead LLNs. Payment was therefore made in advance for this service. In tandem with this arrangement the editorial role was extended for the same period of time.

10.4.8 Commissioning

After the contract was awarded, a series of meetings took place to raise author awareness of the processes involved for placing materials onto the site, the working relationship between the editor and the web management team and updates to the ABTG and Steering Group.

Operational technical updates were requested and these were provided by I4L at regular intervals. The clear communication system that had been established ensured that the technical process progressed smoothly. The procedures enabled project stakeholders to challenge any design proposals which they considered did not meet their requirements and, where necessary, to further develop their own understanding of the project’s requirements.

The general design approach was to use Moodle as the application framework to create a bespoke learning resource and study unit repository. This was to be managed via the Moodle framework and accessed either from within the framework or directly from the learning provider’s virtual learning environment (VLE).

The bespoke Study Unit Repository was to hold the study units in a hierarchical structure with a consistent format and to include pointers to resources which supported a particular unit. A key requirement was that the structure and processes developed should provide the potential for future expansion.

The original policy was to have password-protected access to the site, but it soon became apparent that this was not compatible with the declared aim of user ease of access. Entry, therefore, became open access. Password protection, however, was required for any changes to the construction site’s content. The right is held by the Editor.

10.4.9 IT Code of Conduct

Students are required to sign up to a code of conduct regarding their use of the site. Enrolling institutions already have their own codes and it was to be decided on an institution by institution basis if these met the needs of the construction site or if they should follow a separate code. It is important to include a clause which states that the body controlling the site will not knowingly infringe any third party IPR. If users infringe the code there is the sanction of a ‘take down’ option should the case be serious i.e. barred from using the site.

10.4.10 Memorandum of Understanding/Partnership Agreement

The Partnership Agreement provides the formal basis for the construction site to operate. The partnership consists of: SSCLLN, Leap Ahead LLN, CHEA, fdf, partner HEIs and FECs.

The agreement states that the East Midlands Construction Repository has been established to promote the development and management of a construction repository to further higher education and training development within the construction industry. The construction repository web site title will be ‘construction site’. The project is co-ordinated by the construction site Steering Group on behalf of the repository partners, including FDF who hold the intellectual property rights (IPR) on behalf of the partners.

Examples of sections within the agreement include:

- Agreement Objectives
- The Term of the Agreement
- Milestones and Timescales
- Payment Terms
- Review and Reporting Arrangements
- Liability and Insurance
- Dispute Resolution
- Intellectual Property Rights

[See Appendix G]
10.4.11 Further Content

The original Construction Foundation Degree material has now been placed on the site and will be updated at regular intervals. New materials are now in preparation to be included. These include bridging programmes to encourage those who are currently on Level 3 courses and others who may follow the work based route. In addition there is the intention to consider material suitable for the New Diplomas. There is already some supporting material on the site for this qualification.

At the higher education level the Heritage FD proposed by Moulton College, subject to validation by the University of Northampton, will also be part of the constructionsite’s portfolio. It is hoped that the validation will be completed by May 2010.

The University of Lincoln is preparing Continual Professional Development (CPD) modules in the following:

- Higher Level Design Skills for Planners
- Higher Level Skills in Gilding
- 3D Digital Reconstruction and Fabrication for Conservators (See Appendix C)
- Managing the Redevelopment of Historic Interiors. Conservation Awareness on Site
- Conservation and Restoration. Care of Historic Collections

These will also be included on the site once they are complete.

10.4.12 Awareness raising

Fundamental to the site being utilised is raising potential user awareness of it. This does not just relate to people using the site for reference purposes, but also people being willing to contribute relevant material.

The awareness raising strategy involved the following:

- Events held in Leicester, Lincoln, Northampton, Derby and Nottingham for University and College staff and employers. In addition to demonstrating what constructionsite had to offer, participants were encouraged to become involved in its further development
- Marketing materials including that directed at employers
- Promotion of course information
- Events were held in partnership with CHEA to encourage learners to consider qualifications in the Construction Industry and the resources available via the site
- Demonstrations to the Construction Sector Skills Councils
- Demonstrations at LLN events and in colleges using both DVOs and the internet
- Specific guidance sessions on using the site
- Meetings with learners so that providers were made more aware of any improvement which could be made
- Guidance in site use to promote the delivery of FDs and HNC/Ds
- Guidance in site use to promote the delivery of other levels from the Diploma in Construction to some Level 7 provision and CPD units
- Activities were encouraged through the partnership arrangements to maximise resource use
- Informing professional bodies e.g. BTEC of the site’s existence. The information has appeared in their circulated printed materials

10.4.13 Procedures for analysing constructionsite use

User comments are invited in the site’s ‘Feedback’ section and in sessions which have been held with users. A detailed analysis of the site’s use will soon be possible. In February/March 2010, I4L introduced procedures to monitor site use through the application of Google Analytics. This sophisticated programme can provide the answers to many of the questions regarding how the site is being used and the volume of use.

The basic information provided by the system includes the following:

- Visits — number of times people have interacted with the site
- Bounce rate — people who instantly leave the site
- Page view — number of pages viewed during the visit
- Average number of pages viewed during the visit
- Average time of visit
- Graphical illustration of trends

The system identifies where the traffic has come from. This includes those users accessing the site directly and identifying the source if they have connected via a link

Sufficient information should soon be available to present an overview of performance to date. As would be expected a large number of visits, low bounce rate, long visit time and high average number of pages viewed would be indicators of sound progress.

10.4.14 Financial Implications

The majority of funding was provided via the two LLNs. The funding was allocated through project proposal procedures according to each organisation’s system.

Expenditure included the following areas:

- Market research
- Awareness raising events
  - First to canvass opinion as to the need and then, once this had been confirmed, publicising the site
- Unit authoring
- Project Manager
- Technical Advisor/Editor
- E-learning provider

Costs will vary according to whether, for example, a partnership arrangement states that each will contribute an equal portion of time for the authoring from their own departments. In the case of the constructionsite it was decide to pay for each unit (See 10.4.4). The Project Manager was appointed on a short term contract to co-ordinate all the aspects and to establish frameworks. The Editor/Technical Advisor’s contract relates to the content and technical advice. The e.learning provider was appointed through a tendering process.
10.4.15 Sustainability

The Leap Ahead LLN project ends in June 2010 and the SSCLLN in December 2010. Measures have been put in place to preserve the construction site. As has been seen both the website management and the Editor will be involved in the continuation of the site until at least December, 2011

In December 2009 a new Steering Group was formed to continue the supervision of the site. The Group's remit includes the following:

- Responsibility for the financial planning and resourcing of a sustainable construction site
- Decisions on the guardianship of the IPR
- Responsibility for the parameters of construction site content
- Defining the future membership of the construction site partnership
- Maintaining an overview of quality through the appointment of a working group/user group
- Ensuring there are linkages between delivery providers and I4L
- Managing the links with non-delivery partners
- A member of the working group/user group will be co-opted to the Steering Group
- The Steering Group Chair will be held by EMFEC, as an objective and representational body working across the East Midlands
- The Chair (EMFEC) will be responsible for steering partners through the transition period
- Membership of the Steering Group consists of representatives of a minimum of 5 regional universities and 5 regional colleges, fdf, EMFEC and ConstructionSkills (SSC)
- The Steering group will formulate a Sustainability Plan

12. Guidance suggestions for the development of any proposed e-learning repositories

- Although the construction site repository is concerned only with the construction industry the lessons learnt in its development, implementation and use are by no means limited to this curriculum/employment area. The following information provides a series of prompts.

12.1 Initial Stages

- Do carefully consider the reasons put forward for the site's development
- Do conduct market research exercises to be as assured as possible that the demand is there and that you can identify the features of that demand. The results need to confirm the fact that the site would be an important mode of delivery and is viable
- Do factor in all the cost implications. These will vary according to the arrangements made. The cost may include: project management, editor/technical advisor, market research, authoring & website management
- Do develop a business plan identifying costs, expected outcomes and time scales
- Do, where partnership working is concerned, ensure that there is an agreed framework incorporated within a Memorandum of Understanding or Partnership Agreement (See 10.4.10)
- Do ensure that the site provides the opportunity to change the content according to need and to be capable of expansion

12.2 Establishment of a Steering Group (See 10.4.15)

- Do establish a Steering Group. Meetings should be at a frequency which best meets the need of the project.
- Do ensure that all interest groups are represented. This should include users, funders, delivery partners, employers and SSC representation

12.3. Engagement of Website Management

- Do ensure that the correct details are made available for the tendering process. In the case of a repository serving a similar function to that of construction site this should include the fact that study units will be included in addition to the resources. The fact that the two interact helps to determine the site's functionality.
- Do take the following into account regarding those tendering. These should be included in the tendering information:
  1. The full scope of their services within the bid context
  2. Ability to deliver
  3. Ability to supply examples of work in related activity
  4. Innovation
  5. Creativity
  6. Value for money
- Do explain the project line management procedures including the role of the Project Manager and the Editor/Technical Advisor if these posts are part of the structure
- Do stress the importance of clear lines of communication
- Do not allow any unsubstantiated technical issues to compromise the delivery. There are often alternative avenues. A sound working relationship should lead to an amicable solution which best suits the learner

11. User Comments

Students:

“I find the repository particularly useful when searching for a certain subject or topic. It will list key resources available which saves time”

“The Aims/Objectives section at the start of every topic is helpful as I find that it is better to pinpoint the desired outcomes at the beginning”

“Tasks that are set at the end are beneficial in that they give you the opportunity to see whether or not the information has ‘sunk in’”

“The construction site repository aids my studying as I work in different parts of the country and need easy access to resource material and study units”

Lecturers:

- Provides support with course content
- Easy to access
- Provides sound guidance
- Provides strong base for further research
12.4 Site Commissioning
- Do ensure, again, that there are clear lines of communication
- Do ensure that there are regular technical updates
- Do try to provide the information in a format which all the Steering Group can readily understand
- Do reach agreement as to whether all aspects of the site should be password protected bearing in mind that one of the major project aims may be learner ease of use
- Do not make the site over complicated

12.5 Project Manager
- Do ensure that someone is in overall control of the development to ensure clear lines of communication and compliance with the plan
- Do ensure that if this position comes from within the partnership that the person is appropriate and is given sufficient time to fulfil the role effectively
- Do not underestimate the importance of this role

12.6 Editor/Technical Advisor
- Do give these responsibilities to someone who is familiar with the technical requirements of web delivery and the processes of e learning together with the subject course content
- Do ensure that the person is conversant with copyright legislation
- Do require that the proposed editor has sufficient knowledge regarding:
  1. QAA Benchmarking
  2. FD Subject Benchmarks
  3. SSCs professional requirements (where appropriate)
  4. NVQ knowledge and understanding (where appropriate)
- Do not underestimate the importance of this role

12.7 Authoring
Unit authoring may consist of using, with agreement, an already validated FD and dividing the modules into 48x5 credit point units (See 10.4.1). N. B. this does not mean that the units have been validated as the validation will relate only to the original complete FD and any arrangements pertaining to it. Any adaptation will require a new validation.
- Do ensure that the authors have the requisite up to date knowledge to complete the task
- Do make clear the time lines involved
- Do involve the technical editor in the appointments as that person will have the knowledge to advise as to the best person for the task
- In the case of partnership working it may be proposed that, in the spirit of the partnership, consideration should be given to staff members within the institutions. If the staff are fully versed in the task requirements and able to comply this may well be appropriate. If however, they are not or do not have sufficient time allocated by their own institution then this option should not be followed. The latter point is only valid if the time involved relates to an allocation of institution time as opposed to work which receives additional payment.

12.8 Author Contracts
- If the authoring is conducted on a fee basis and some of that work is being provided by a member of staff from a Further Education College do pay attention to the following:
  1. That persons conditions of service may require the institutions permission for out of College paid activity
  2. An agreement may well be required regarding the Intellectual Property Rights for material included on the site which has come from the institution (See 10.4.4).
- Do not underestimate the importance of copyright (See 10.4.5)
- Do not be discouraged by copyright as there are rules which can be readily followed. The person with editorial responsibility can act as ‘gate keeper’

12.9 IT Code of Practice
- Do ensure that the enrolling institution has an IT Code of Practice. If this is not available then provide your own based on expert advice
- Do take note of copyright and site use (See 10.4.9).

12.10 Awareness Raising
- Do maintain contact with those who took part in the original research as the updates may lead to even greater use of the site
- Do use the awareness initiatives seen in 10.4.12
- Do not assume that those you think will know about the site do, in fact, know of its existence. This includes:
  1. Institution Department Staff
  2. Relevant Learners
  3. Employers
  4. Those delivering and learning on related courses, for example, FD information can be relevant to HNC/D students and, in some cases, to those participating in Level 3 provision

12.11 Sustainability
A number of projects are sustained in their formative years by grants. Once these have expired there is the danger that the project will cease with the good work not being sustained.
- Do try to ascertain if further funding is available. This may be available from an unrelated direct source e.g. IT as opposed to a specific curriculum area
- Do encourage partners to arrive at a continuation agreement
- Do consider subscriptions from partners perhaps on a use pro rata basis
13. Conclusion

The Construction ABTG has made significant efforts to address the issue of vocational learner progression to higher level courses. Its strategy of partner engagement within the SSCLLN area, and the wider East Midlands, has greatly enhanced funding opportunities and avoided duplication. The constructionsite partnership is a very good example of partnership working and clearly shows the advantages of these arrangements. The pooling of expertise and knowledge across the East Midlands has led to the project being fully informed as to the industry's needs and the current availability of resources to meet those needs. The process has also confirmed the importance of flexible delivery.

The constructionsite provides the opportunity to enhance progression opportunities and flexible delivery. It also provides a source of qualification material and resources suitable for individual areas of study. It is an effective platform for future developments as is apparent from its continual expansion. Indeed many lessons can be learnt from this development for delivery systems in other curriculum areas.

Partnership working is very important to the whole venture and has been facilitated by sound communication procedures and planned development. Action planning and follow through have enabled a rational development of the site.

The original concentration on the Nottingham Trent University Construction FD in Leadership and Management and the development of 5 credit point units, provided the format for proposed future developments including qualification and learning materials for Building Services and Heritage courses.

It has been important to stress to providers, learners and employers that the material is not limited to Foundation Degree provision. The range of levels includes 3-7 in some areas.

Awareness raising has been an important aspect of the site's development and a large number of activities have taken place. These have included the promotion of the material for HNC/D delivery as well as Foundation Degrees, together with sections relevant to apprentices and the New Diploma. Providers are now starting to include information about constructionsite in their course hand books in areas other than Foundation Degrees as well as on their internal networks. Information has also been made available to such organisations as BTEC to help to make the greatest use of the facility. These activities together with the new construction curriculum areas will further increase site activity. Constructionsite became available at a time of contraction within the construction industry and it has been important to indicate the positive effect the site can have even in difficult times. Site use is now increasing and the implementation of course monitoring through Google Analytics will further refine awareness raising activity and the site's future development.

The project has achieved its objective of providing information and resources accessible to staff, learners and employers. It has made material relevant to the original aim of a Regional Construction Leadership and Management Degree available to partners across the East Midlands (and beyond). It has successfully employed the lessons learnt in this endeavour regarding site management, e-learning technical procedures and engagement to develop further programmes. It has provided a very beneficial addition to the learning experience particularly aimed at those learners following a vocational route including that which is work based.

The decision to proceed with this type of project must be based on thorough research. If it is decided that the research justifies acceptance of the proposal it is strongly recommended that a project team is brought together immediately. This allows for co-ordinated planning from the start and greatly reduces the risk of communication issues.

The quest for sustainability, in a very practical manner, is seen by the establishment of a new Steering Group which is responsible for the financial planning and resourcing of a sustainable constructionsite. This group was formed because of the limited time span remaining for the two LLNs. The Steering Group Chair is held by EMFEC, as an objective and representational body working across the East Midlands. This fact, together with funding already allocated for the continual site management and material editing until December 2011, shows the commitment to the project after the lifetime of the two Lifelong Learning Networks.

The constructionsite example does provide a platform for similar developments in other curriculum areas. Even if the match is not 100% complete there should be indicators as to potential solutions to any fundamental concerns.
Appendices

Appendix A. Original Nottingham Trent University validated 20 credit point Module

Nottingham Trent University Module Specification

Basic module information

1. Module Title:  [A] Construction Technology 1
2. Module Code:  NEW
3. Credit Points:  12
4. Duration:  Full Year
5. School:  Architecture, Design and the Built Environment
6. Date:  Feb 08

7. Pre, Post and Co-requisites:

These are modules that you must have studied previously in order to take this module or modules that you must study simultaneously or in a subsequent academic session

Pre. Co. Post  Module Code   Module Title

None

8. Programmes containing the module

Level   Core/Option   Mode   Code   Programme Title

1  Core  PT  FdSc  Construction Management

9. Overview and Aims

The main focus of this module is domestic residential construction. The core aim of this module is to ensure that you have an appreciation of the fundamental principles of construction assemblies.

You will be introduced to various forms of domestic low-rise residential construction including the structural principles, components and materials. This involves recording and data collection of construction items with the aim of producing a portfolio of information as a record of your progress.

This module provides the opportunity for students to investigate problems which are not delivered using the traditional lecture/ seminar format. This means that there is much more emphasis on independent learning. This is vital in an industry which relies on individuals and teams working towards solutions with the minimum of guidance. It also provides a basis at Level 1 to progress to higher levels having had some experience of studying via an independent learning approach

10. Module Content

•  General Built Environment
•  Site works
•  Plant use.
•  Substructure and foundations.
•  Superstructure including timber frame.
•  Internal works and finishes
•  Domestic Building Services.
•  Health and safety.

11. Indicative Reading

The following is the latest information at the time of approval of this module specification. Students must check every year to ensure that the latest editions of the texts are consulted:


Refer to VLE for additional references/reading and web based links related to this module.

12. Learning outcomes

Learning outcomes describe what you should know and be able to do by the end of the module

Knowledge and understanding. After studying this module you should be able to:
•  Describe and illustrate elementary technological and structural principles underlying domestic residential construction.
•  Recognise and explain technological and structural solutions to domestic type construction problems.
•  Discuss issues related to the general built environment

Skills, qualities and attributes. After studying this module you should be able to:
•  Produce hand drawn details of domestic construction items.
•  Communicate effectively in oral, written and graphical formats incorporating relevant information.
•  Use numbers accurately and apply simple quantitative techniques to given scenarios.

13. Teaching and Learning

Range of modes of direct contact

This indicates the range of direct contact teaching and learning methods used on this module, e.g. lectures, seminars.

Key themes of the module will be introduced through formal lectures and developed in detail predominantly using studio and workshop environments.

Students will have the opportunity to attend surgeries and consultations with the module team.

A blended learning approach will be adopted requiring you to have access to Nottingham Trent University VLE and the University of West of England Housing Video Project.

Total contact hours: 52

Range of other learning methods

This indicates the range of other teaching and learning methods used on this module, e.g. directed reading, research.

Students will be expected to undertake directed learning and independent study to supplement lectures, workshops, studies and assessment activities.

Total non-contact hours: 148

14. Assessment methods

This indicates the type and weighting of assessment elements in the module

<table>
<thead>
<tr>
<th>Weighting</th>
<th>Type</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>40%</td>
<td>Coursework</td>
<td>Portfolio</td>
</tr>
<tr>
<td>20%</td>
<td>Coursework</td>
<td>MC Tests (under timed conditions)</td>
</tr>
<tr>
<td>40%</td>
<td>Exam</td>
<td>3 hour exam</td>
</tr>
</tbody>
</table>

Diagnostic/ formative assessment

This indicates if there are any assessments that do not contribute directly to the final module mark

Progress review points of coursework project.
Inspection points of drawing portfolio progress.
Inspection points of photographic portfolio progress

Further information on assessment

This section provides further information on the module's assessment where appropriate. This module engages the learner in Work Based Learning via the Portfolio element of the assessment.

Construction Technology 1 Validated 20 May 2008
Appendices

Appendix B. Construction Technology 4 x 5 credit point Units based on 14A
N.B The format of the unit documents is being modified. The new format will appear on the site in May 2010.

Unit 1 Foundation Degree Study Unit

Basic Unit Information
1. Module Unit Relates to: Construction Technology 1
2. Unit number: 1 of 4
3. Duration: 8 weeks
4. Date Unit Created: Feb 08

5. Overview and Aim of Unit:
• This unit has been designed to allow you to investigate the essential knowledge required before construction takes place and to understand what constitutes the built environment.
• The aim is to allow you to collate and understand technical information on built environment topics and site works which is imperative to the development of your knowledge for further study.

6. Unit Content:
• Built environment generally but specifically including, environmental issues, physical considerations, basic structural forms, components and parts, construction activities, drawings, communicating information, overview of planning and building regulation.
• Site works generally but specifically including, site investigations, soil investigation site layout, site security and safety material storage and handling and basics of site road construction.

7. Learning Outcomes for this Unit:
Knowledge and understanding. After studying this unit you should be able to:
• Identify and evaluate technological solutions to ground problems and select appropriate foundations for differing site conditions.
• Produce hand drawn details of substructure items.

8. Assessment for this Unit:
This unit has two timed tests related to the unit content. During this unit the tutor will advise you about completing the written assignment which has to be completed by the end of unit 3.

Details of Work Based Learning Developed in the Unit:
The portfolio assessment of this module will require you to gather information either from the work that you are engaged in with your employer or alternatively to seek such information from another source. Your tutor will advise you on this.

Unit 2 Foundation Degree Study Unit

Basic Unit Information
1. Module Unit Relates to: Construction Technology 1
2. Unit number: 2 of 4
3. Duration: 8 weeks
4. Date Unit Created: Feb 08

5. Overview and Aim of Unit:
• This unit has been designed to allow you to investigate the essential knowledge required before construction takes place and to understand what constitutes the built environment.
• The aim is to allow you to collate and understand technical information on built environment topics and site works which is imperative to the development of your knowledge for further study.

6. Unit Content:
• Plant use generally but specifically including, economic considerations and plant costing, earthmoving plant including bulldozers, scrapers, graders, tractor shovels, excavators, transport vehicles, hoists, and cranes.
• Substructure generally but specifically including, ground preparation: strip, raft and piled domestic foundation design and selection, calculation of foundation sizes, excavations and ground water control.

7. Learning Outcomes for this Unit:
Knowledge and understanding. After studying this unit you should be able to:
• Calculate the acquisition and operational costs of plant.
• Calculate foundation sizes.

8. Assessment for this Unit:
This unit has two timed tests related to the unit content. During this unit the tutor will advise you about completing the written assignment which has to be completed by the end of this unit.

Details of Work Based Learning Developed in the Unit:
The portfolio assessment of this module will require you to gather information either from the work that you are engaged in with your employer or alternatively to seek such information from another source. Your tutor will advise you on this.

Unit 3 Foundation Degree Study Unit

Basic Unit Information
1. Module Unit Relates to: Construction Technology 1
2. Unit number: 3 of 4
3. Duration: 8 weeks
4. Date Unit Created: Feb 08

5. Overview and Aim of Unit:
• This unit has been designed to allow you to investigate the essential knowledge required before construction takes place and to understand what constitutes the built environment.
• The aim is to allow you to collate and understand technical information on built environment topics and site works which is imperative to the development of your knowledge for further study.

6. Unit Content:
• Superstructure generally but specifically including, brick and block construction, timber frame construction, arches and openings, windows, doors, timber flat and pitched roofs and coverings, condensation prevention, thermal and sound insulation, calculation of thermal resistance and residential smoke spread and fire prevention.
• Internal works generally but specifically including internal walls and partitions, finishes, ground and upper floor construction in timber, concrete and pre cast forms, stair design.

7. Learning Outcomes for this Unit:
Knowledge and understanding. After studying this unit you should be able to:
• Identify and evaluate technological solutions to the construction of the superstructure of residential property. Discuss the stages of development from foundations to roof construction.
• Produce hand drawn details of substructure items.

8. Assessment for this Unit:
This unit has two timed tests related to the unit content. During this unit the tutor will advise you about completing the written assignment which has to be completed by the end of this unit.

Details of Work Based Learning Developed in the Unit:
The portfolio assessment of this module will require you to gather information either from the work that you are engaged in with your employer or alternatively to seek such information from another source. Your tutor will advise you on this.
Unit 4  Foundation Degree Study Unit

Basic Unit Information

1. Module Unit Relates to: Construction Technology 1
2. Unit number: 4 of 4
3. Duration: 8 weeks
4. Date Unit Created: Feb 08

5. Overview and Aim of Unit:
This unit is designed to allow you to develop your knowledge of domestic services and how health and safety issues are a significant part of designing safe and efficient services to buildings.

6. Unit Content:
- Domestic services generally but specifically subsoil drainage, surface water removal, drainage systems, water supply, hot and cold water installations, electrical supply, gas supply.
- Health and safety generally but specifically including, construction regulations, building regulations, CDM Regulations 2007, signs and symbols H&S issues related to water, electricity and gas supply.

7. Learning Outcomes for this Unit:
Knowledge and understanding. After studying this unit you should be able to:
- Identify and evaluate technological solutions to the construction of domestic services.
- Explain how a simple domestic drainage system operates.
- Identify the essential parts of health and safety documentation for good practice in site operations.
Skills, qualities and attributes. After studying this unit you should be able to:
- Produce graphical representations of service installations.

8. Assessment for this Unit:
This unit has two timed tests related to the unit content. During this unit the tutor will advise you about completing the portfolio assessment of this module which has to be submitted at the end of this unit.

Details of Work Based Learning Developed in the Unit:
The portfolio assessment of this module will require you to gather information either from the work that you are engaged in with your employer or alternatively to seek such information from another source. Your tutor will advise you on this.

Appendices
Appendix D. Author Contract

Date
Name and address of author

Dear Sir
Contract for work undertaken for Skills for Sustainable Communities Lifelong Learning Network -- Construction Action Based Task Group

We are pleased to contract with you in the sum of £2,000 (inclusive of VAT) ("the Grant") on the terms and conditions contained in this Letter. This offer of the Grant is in relation to work undertaken as shown below. Once you accept the Grant, this Letter, the Schedule and any other documents referred to in this Letter will form the agreement between yourself and the NTI for the Grant.

CON2 – 006
The SSCLLN seeks to commission you to complete the following piece of work. This will ultimately reside in the Construction Resource Repository currently being populated by partners in Further and Higher Education institutions across the East Midlands.

Details of the specific module for this author needs to be included, which must include a comment that the module must be broken down into 5 credit units.

The SSCLLN also requests that your employing institution should provide endorsement for this piece of work, and encloses a separate letter for signature by your Line Manager, to be returned alongside one copy of this contract.

The SSCLLN notes that any IP rights brought by authors or their employing institutions to the project (the Construction Resource Repository for the East Midlands) shall remain the exclusive property of the party owning it. If it is necessary to use any of the Background Intellectual Property Property for the Project, the disclosing party shall where it can grant a royalty free non transferable non exclusive licence to the other Parties to the Agreement, to use them solely for the purposes of the Project for the duration of the Project.

The definitions and interpretations which will apply to this Letter are set out in Part 1 of the Schedule.

1. Conditions Precedent
The Grant may not be drawn or utilised unless:-

1.1. the Grantee has accepted the terms and conditions contained in this Letter by signing and returning it to the NTI;

2. Grant

2.1. Purpose
The Grantee may only use the Grant for the purposes as set out in and in accordance with Minute CON2 - 006 and not for any other purpose.

2.2. Payment
The NTI will pay the Grant to the Grantee on receipt of an invoice which relates to the CON2 – 006 and the activity undertaken.

3. Default and Indemnity

3.1. If a Repayment Event occurs (which has not been waived by the NTI in writing) the NTI may by notice to the Grantee require the repayment of the Grant.

3.2. At any time after the occurrence of a Repayment Event which has not been waived by the NTI in writing (in addition and without prejudice to the remedy set out at Clause 4.1) the NTI will be entitled to appoint a representative or nominee to monitor and advise the Grantee upon its use of the Grant and the Grantee will provide such a representative or nominee with access to all such information as is deemed necessary by the NTI to enable such a representative or nominee to carry out his duties in accordance with this Clause 4.2.

3.3. The Grantee will indemnify and keep indemnified the NTI on demand against any losses or expenses (including legal fees) which the NTI sustains or incurs as a consequence of a Repayment Event.

4. Conditions Subsequent
The Grantee will:-

4.1. in its use and application of the Grant and in its dealings with the other ABTG members, the Skills for Sustainable Communities Lifelong Learning Network (SSC LLN), and the NTI comply at all times with the (a) Model Financial Memorandum (b) Audit Code of Practice (c) Accounts Direction and (d) any other relevant documentation published or produced from time to time by the NTI, SSC LLN, or HEFCE in respect of or relevant to the Grant;
5. Assignment and Transfer

5.1. This Letter is for the benefit of the Grantee and the NTI and the successors, assigns and transferees of the NTI.

5.2. The Grantee may not assign or transfer all or any of its rights, obligations or benefits under this Letter.

6. Notices

All notices required to be given by either the NTI or the Grantee to the other in accordance with this Letter will be in writing and:-

6.1. will be by first class pre-paid post or by fax transmission, authenticated to the satisfaction of the NTI and if by letter, will be deemed to have been received forty-eight hours after posting (unless hand delivered and then at time of delivery) and if by fax, when sent (provided a transmission report is received);

6.2. in order to prove that a notice or demand has been made, the NTI and the Grantee need only establish that the notice or demand was properly addressed and posted or transmitted;

6.3. if given to the NTI, it will be marked for the attention of the Chief Executive at the address at the head of this Letter or for the attention of such other individual or at such other address in the UK as the NTI may designate at any time by notice to the Grantee; and

6.4. if given to the Grantee it will be addressed directly to the Grantee (with a copy to the line Manager who has authorised payment to the Grantee) at the address at the head of this Letter

7. Further Assurance

The Grantee will at all times co-operate with the other ABTG institutions, the SSC LLN and the NTI to promote and develop the ABTG, to the SSC LLN best advantage and will do all things necessary or desirable to give effect to the spirit and intention of the original proposal.

8. Waivers and Severability

8.1. No failure or delay by the NTI in exercising any right or remedy under the terms of this Letter will operate as a waiver and no other individual or address in the UK as the NTI may designate at any time by notice to the Grantee; and

8.2. If any part of this Letter is not valid or enforceable then that will not affect any other part.

9. Law

This Letter will be governed by and construed according to English law and the Grantee and the NTI submit the exclusive jurisdiction of the English Courts.

Yours faithfully

For and on behalf of
EAST MIDLANDS NTI LIMITED
Dated [date]

We acknowledge receipt of a letter of which this is a true copy and agree and accept the terms of this Letter.

[The recipients name to be typed here]
Dated [date]

This is the Schedule referred to in the preceding Letter from East Midlands NTI Limited to [recipients name] dated [date]

PART I

Definitions and Interpretation

“Accounts Direction” means the accounts direction published by HEFCE which provides information on how institutions must disclose certain information in their annual financial statements as revised annually by HEFCE.

“Audit Code of Practice” means the audit code of practice published by HEFCE which sets out HEFCE requirements for institutions internal and external audit arrangements and gives the broad framework in which institutions should operate, as revised by HEFCE from time to time.

“Business Day” means a day (other than a Saturday or Sunday) when banks are open for business in London.

“FEC” means further education colleges.


“LSC” means The Learning and Skills Council.

“Model Financial Memorandum” means the model financial memorandum published by HEFCE which sets out the conditions which must be met by any institution which receives HEFCE funding as revised by HEFCE from time to time.

“ABTG” means the collaborative network of institutions comprising Lincoln College, Leicester College, South Leicestshire College, University of Loughborough, University of Northampton, Moulton College, Stephenson College and University of Lincoln, formed for the purpose of working together to effect the activities of the Action Based Task Group for Construction.

“Network Institution” means those institutions referred to in the definition of ABTG.

“Proposal” means the proposal submitted to the SSC LLN by Lincoln University.

“Repayment Events” means the events set out in Part II of the Schedule.

Interpretation

Any reference in this Letter to -

(1) “the Schedule” will be construed as a reference to the schedule to this Letter;
(2) “a Part” shall be construed as a reference to the parts to the Schedule;
(3) “a Clause” will be construed as a reference to the clauses to this Letter;
(4) “words importing the singular shall include the plural and vice versa; and words denoting any gender shall include all genders;
(5) this Letter and to any provisions of it or to any other document referred to in this Letter shall be construed as references to it in force for the time being and as amended, varied, supplemented, restated, substituted or novated from time to time; and
(6) Clause headings are for ease of reference only and are not to affect the interpretation of this Letter.

PART II

Repayment Events

1. The Grantee fails to comply with any of the terms of this Letter and such failure to comply is not remedied to the satisfaction of the NTI within 21 Business Days after the first of (1) the Grantee being aware of the failure or (2) upon receiving notice from the NTI calling for its remedy (should the NTI reasonably consider it to be remediable);

2. The Institution employing the Grantee ceases to be a member of an ABTG;

3. Any event which in the NTI’s reasonable opinion gives grounds for the belief that the Grantee may not perform his or her obligations set out in this Letter.

Appendices

Appendix E. Author Covering Letter

Date

Dear

Re: Authorship of Module for Construction Resource Repository for the East Midlands

Please find enclosed:

1) Two copies of a Contract for your authorship of the module detailed in the attached letter
2) Two copies of a Letter of Authority which you should pass to your Line Manager for signature.

Once you have signed the Contract and obtained a signature on the Letter of Authority, please return one copy of each to the undersigned at the address on this letter, retaining one copy for your records.

Yours sincerely

EAST MIDLANDS NTI LIMITED
Appendices

Appendix F. Line Manager's Authorisation

Date
To the Line manager of [name of author]

Dear Sir

Contract for work undertaken for Skills for Sustainable Communities Lifelong Learning Network – Construction Action Based Task Group

The Construction Action Based Task Group of the Skills for Sustainable Communities wishes to commission [name of author] to undertake work as outlined below:

20 credit module in Construction Technology (Content at level 4 for delivery in Year 1 of a Foundation Degree) as part of the Construction Resource Repository for the East Midlands.

Title of the specific module for this author needs to be included, which must include a comment that the module must be broken down into 5 credit units.

As the Line Manager of [name of author] we would request that you give your approval for the sum of £2000 to be paid directly to him once the work is completed, and also to give your permission for institutional materials to be used, if need be.

We would reassure you that the SSCLLN notes that any IP rights brought by authors or their employing institutions to the project (the Construction Resource Repository for the East Midlands) shall remain the exclusive property of the party owning it. If it is necessary to use any of the Background Intellectual Property for the Project, the disclosing party shall where it can, grant a royalty free non transferable non exclusive licence to the other Parties to the Agreement, to use them solely for the purposes of the Project for the duration of the Project.

If you are in agreement with these requests, could you please sign this letter where indicated below, and hand to [name of author] to return to East Midlands NTI Limited together with this signed contract.

Thank you for your support for this very valuable work.

Yours faithfully

For and on behalf of
EAST MIDLANDS NTI LIMITED
Dated [date]

I acknowledge receipt of a letter of which this is a true copy and agree and accept the requests made therein.

[The Line Manager's name to be typed here]

Position

Dated [date]

Appendices

Appendix G. constructionsite Memorandum of Association

EAST MIDLANDS CONSTRUCTIONSITE REPOSITORY

Partnership Agreement

The East Midlands Construction Repository has been established to promote the development and management of a construction repository to further higher education and training development within the construction industry. The construction repository web site title will be 'constructionsite'. The project is co-ordinated by the constructionsite Steering Group on behalf of the repository partners, including FDF who hold the Intellectual property rights (IPR) on behalf of the partners.

Parties

This Agreement is made on [date] between the following partners:

Leap Ahead Lifelong Learning Network,
Skills for Sustainable Communities Lifelong Learning Network,
Collaborative Higher Education Alliance (CHEA),
Nottingham Trent University
University of Derby,
Open University,
University of Nottingham,
Chesterfield College,
Castle College,
New College Nottingham,
South East Derbyshire College,
West Nottinghamshire College,
North Nottinghamshire College,
Derby College,
South Nottingham College,
Sheffield Hallam University,
Loughborough University,
University of Northampton,
Bishop Grosseteste University,
Lincoln,
De Montfort University,
University of Leicester,
Leicester College,
Lincoln College,
Stephenson College,
Brooksby Melton College,
Gateway College, Grantham College,
John Leggott College, Loughborough College,
New College Stamford,
Northampton College,
North Warwickshire & Hinckley College,
Regent College, South Leicestershire College,
Tresham Institute,
Wyggeston & QE College,
Moulton College,
Foundation Degree Forward

Staffordshire University of Beaconside, Stafford, ST18 0AD acting on behalf of Foundation Degree Forward (fdf) of The Friary, Lichfield, Staffordshire, WS13 6GQ

and

Together referred to as the “Parties” and individually as a “Party”
DEFINITIONS

“Consortium” - means the constructionsite Repository partnership

“Designated Officer” - means the steering group chair person

“Partner Lifelong Learning Networks” - means Leap Ahead and Skills for Sustainable Communities

“Partner Universities” - means Nottingham Trent University, the University of Derby, the University of Nottingham and University of Northampton, Bishop Grosseteste University College Lincoln, De Montfort University, Loughborough University, University of Leicester, University of Lincoln, the Open University, Sheffield Hallam University.

“Partner Colleges” - means Leicester College, Derby College, Lincoln College, Stephenson College, Brocksby Melton College, Gateway College, Grantham College, John Leggott College, Loughborough College, New College Stamford, Northampton College, North Warwickshire & Hinckley College, Regent College, South Leicestershire College, Tresham Institute, Wyggeston & QE College, New College Nottingham, and Moulton College, Chesterfield College, Castle College, South East Derbyshire College, West Nottinghamshire College, North Nottinghamshire College, South Nottingham College,

“Project” - means the development of a technology driven repository of materials to support the shared development of constructionsite the East Midlands regional resource bank for the construction industry

“Steering Group” - means the constructionsite Repository Steering Group which is comprised of representation from fdf, Leap Ahead LLN, Skills for Sustainable Communities LLN, CHEA, EMFEC, Universities and Colleges. This group will meet regularly to ensure the effective operation of the project.

1. BACKGROUND

1.1. In 2007 the two East Midlands Lifelong Learning Networks, Leap Ahead and Skills for Sustainable Communities, began their work with the Construction Sector. A number of initiatives were already under way with much energy being devoted to the development of a regional Construction Foundation Degree. The two Lifelong Learning Networks together with fdf and fdf agreed to jointly support this agenda through the development of a Construction Repository.

1.2. The development of a Construction Management Foundation Degree was already in development led by Nottingham Trent University and including New College Nottingham, Lincoln College and Derby College. This programme was validated in June, 2008 and forms the basis for the initial content within the Repository.

1.3. fdf was established during 2004 following the Government's white paper announcing the creation of a new national body to support the development of high quality Foundation Degrees and employer engagement in Higher Education.

1.4. Funding from the Higher Education Funding Council for England to support the agreed strategy objectives of fdf is guaranteed until at least 31 July 2011.

1.5. Staffordshire University (on behalf of fdf) wishes to enter into an Agreement with the Parties who are developing the technology driven repository constructionsite.

1.6. fdf is administered as a function within Staffordshire University.

1.7. The parties have worked together since 2007 to develop the proposal for the development of the Construction Repository constructionsite. Initial funding has been provided by Leap Ahead LLN, Skills for Sustainable Communities LLN, CHEA with fdf contributing to the original market research.

1.8. The agreement stands alone, but should be read in conjunction with the contracts between the Consortium partners.

2. OBJECTIVES

The objectives for this Agreement between consortium partners and fdf are:

2.1. To contribute to the development of the content and learning materials associated with the 5 credit point units for the constructionsite Repository. Whilst the individual units are not validated in their own right they, and their supporting material, can be used by partner organisations to develop programmes to be presented for validation. This includes the concept of stand alone modules for the provision of Continuing Professional Development (CPD).

2.2. The constructionsite steering group terms of reference set out in appendix one are designed to ensure the long term sustainability of the constructionsite project. Through the support of the consortia members fielding representative to attend meetings and promoting the development and use of the constructionsite website and resources.

2.3. To make accessible to the partnership of Higher Education Institutions and Further Education Colleges the materials to support full time and part time higher education courses across the full range of Construction and Built Environment occupations.

3. TERM

3.1. The Term of the Agreement will be two years from 01-01-2010, aligning with the constructionsite website hosting and maintenance which has been funded jointly by Leap Ahead and Skills for Sustainable Communities LLNs until 01-01-2012.

3.2. The Term of the Agreement may be extended at the mutual consent of the Parties by giving written notice to the other, subject to agreement from each member of the Consortium of their continued support.

3.3. This Agreement may be terminated at the mutual consent of the Parties.

3.4. Consequences of Termination

3.4.1. The Parties shall provide such assistance as may be required so as to facilitate the smooth and swift winding up of business between the consortium and Staffordshire University.

3.4.2. The Parties shall return to the other all documents in their possession that rightly belongs to the other or is necessary to the other for that other's business purposes.

3.4.3. No Party shall thereafter hold itself out in a way as having a collaborative relationship with the other and shall refrain from any action that would, or may, indicate such a relationship.

3.4.4. Each Party shall provide such assistance to the other(s) as may reasonably be required, including the delivery of all documents and data in its possession, custody or control relating to the performance of its obligations under this Agreement.

3.5. The termination or expiry of this Agreement shall be without prejudice to the accrued rights of the Parties and shall have no effect whatsoever on the rights responsibilities liabilities or obligations arising under any other Agreements existing between the Parties and shall not preclude or affect, the formation of any other Agreement between the Parties in the future.

4. MILESTONES AND TIMESCALES

The Milestones and Timescales for the achievement of the Objectives identified above are and have been agreed by the Consortium. The steering group will meet on a regular basis to review the project performance with particular consideration given to any maintenance or improvement of the learning materials and constructionsite resources. The steering group will meet 6 months prior to the current end date of activities 01-01-2012 to consider options for further activities and funding that may prolong the constructionsite project beyond 10-10-2012.

5. AGREEMENT VALUE AND PAYMENT TERMS

As of the 01-01-2010 approximately £300,000 of HEFCE funding and support in kind has been inputted into constructionsite jointly from Leap Ahead and Skills for Sustainable Communities LLNs, CHEA and fdf. The steering group will consider additional and alternative further funding if and when this is judged to be appropriate by the steering group.

6. REVIEW AND REPORTING ARRANGEMENTS

6.1. The Construction Repository Steering Group reserves the right to call review meetings in the event that relevant parties mutually, or any party independently, deem this to be reasonable and appropriate. In this event, the meeting will be called by the Designated Officer.

6.2. The Steering Group will meet regularly or as reasonably required by the Parties. Minutes of the meetings will be produced by the steering group hosting organisation and circulated to all members.
7. LIABILITY AND INSURANCE
7.1. In the event that a partner institution is unable to deliver against the Milestones and Timescales as a result of action or inaction of other Consortium members, for whatever reason, or events pertaining to the Consortium that are beyond the Party’s control, the consortium shall not be liable for any losses incurred and by whatsoever. In a situation where activity has been delayed and/or prevented from achieving the Milestones and Timescales, the steering group shall use all reasonable endeavours to complete the Milestones and Timescales.
7.2. The Parties warrant to each other that its obligations, under this Agreement, shall be performed by appropriately qualified and trained personnel with necessary skill, care and diligence and to such standards of quality as it is reasonable for the Parties to expect in all the circumstances.
7.3. This agreement does not give rise to any joint and several liability to either party.
7.4. Nothing in this Agreement shall exclude or limit or be deemed to exclude or limit liability for death or personal injury caused by negligence or for fraudulent misrepresentation or for liability that cannot be excluded or limited by law.
7.5. Each Party shall ensure that it has adequate insurance cover with an insurer of good repute to cover claims under this Agreement or any other claims or demands which may be brought or made against it by any persons suffering any injury, damage or loss in connection with this agreement. No party will be liable to the other for consequential or indirect losses arising from the Agreement.

8. INTELLECTUAL PROPERTY RIGHTS
8.1. It is agreed that the intellectual property rights for all the materials, produced as a result of the project will be held by fdf on behalf of the parties and will be shared jointly between the parties.
8.2. Any intellectual property rights brought by the parties to the Project (background intellectual property) shall remain the exclusive property of the Party owning it. If it is necessary to use any of the background intellectual property for the Project, the disclosing party shall, where it can, grant a royalty free, non transferable, non exclusive licence to the other Parties to the Agreement to use them solely for the purpose of the Project for the duration of the Project.

9. FORCE MAJEURE
Except for the payment of any monies due, no Party shall be liable for failure to perform its obligations under this Agreement, nor be liable to any claim for compensation or damage, nor deemed to be in breach of this Agreement, if such failure arises from an occurrence or circumstance beyond the reasonable control of the Parties.

10. NO PARTNERSHIP
Nothing in this agreement shall create, or be deemed to create, a partnership (within the meaning of the Partnership Act, 1890) or to have created the relationship of principal and agent, a membership or any other legal entity between the Parties other than as specifically set out herein. No Party shall have authority to make representations, act in the name or on behalf of or otherwise to bind any other Party. No party shall use any other Party’s name, crest, logo or registered image for any purpose without the express written permission of such party.

11. DISPUTE RESOLUTION
The Parties shall use all reasonable efforts to resolve any dispute, claim or proceeding arising out of or relating to the Agreement in good faith and at the appropriate line management level. In the first instance any disputes should be raised at the next available steering group meeting. In the event that any disputes cannot be resolved through negotiation, it shall be settled by mediation. The mediation shall be before a single, jointly agreed upon, mediator. Each party shall bear its own costs of mediation.

12. ENTIRE AGREEMENT
This agreement constitutes the entire understanding between the Parties with respect to the subject matter of this Agreement and supersedes all prior Agreements negotiations and discussions between the parties relating to it.

13. AMENDMENTS
Save as expressly provided in this Agreement, no amendment or variation of this Agreement shall be effective unless in writing and signed by a duly authorised representative of each Party.

14. WAIVER
No delay or omission by any Party in exercising any right, power, privilege or remedy under this Agreement shall operate to impair such right, privilege or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right, power, privilege or remedy shall not bar the exercise or enforcement of it at any time or times thereafter.

15. MISCELLANEOUS
If any part or any provision of this Agreement shall to any extent prove invalid or unenforceable in law, including the laws of the European Union, the remainder of such provision and all other provisions of this Agreement shall remain valid and enforceable to the fullest extent permissible by law and such provision shall be deemed to be omitted from this Agreement to the extent of such invalidity or unenforceability. The remainder of this Agreement shall continue in full force and effect and the Parties shall negotiate in good faith to replace the invalid or unenforceable provision with a valid, legal and enforceable provision which has an effect as close as possible to the provision or terms being replaced.

16. NOTICES
Where under this Agreement any notice or consent is required to be sent, received or given, it must be sent by registered mail to each Party and member of the Consortium (where appropriate) at the address given in this Agreement. Notice shall be deemed to have been served when delivered by registered post.

17. FREEDOM OF INFORMATION
17.1. The Parties are subject to Freedom of Information Act (FOI) legislation and each Party agrees assist and cooperate with the other Parties to facilitate compliance with FOI legislation in relation to any obligations arising from this project. The contact for the FOI schedule in the first instance will be Staffordshire University (on behalf of fdf).
17.2. Where one Party receives a request under the FOI which relates, in whole or in part, to other Parties the receiving party will provide details of the request to other relevant Parties within two business days of receiving the request.
17.3. The other Parties will provide to the receiving party information to enable an appropriate response to the request within five business days of receiving details from the receiving Party.
17.4. The receiving Party shall, in consultation with the other Party, be responsible for determining whether information is exempt information under the FOI Legislation and for determining what information will be disclosed in response to an Information Request in accordance with the FOI Legislation.

18. THIRD PARTY RIGHTS
This Agreement neither creates any rights of agency or employment between the Parties nor does it provide any rights to any third party. Any rights conferred or implied by the Contracts (Rights of Third Parties) Act 1999 are excluded from this Agreement.

19. LAW AND JURISDICTION
This Agreement shall be governed by and construed in accordance with English law and the Parties hereby agree to submit to the jurisdiction of the courts of England and Wales.

Signed Authorised signatory, Staffordshire University
Date

Signed Authorised signatory, Foundation Degree Forward Designated Officer (on the project’s behalf)
Date

Signed Authorised signatory, construction site Steering Chair person
Date

Signed Authorised signatory, [Institution]
Date