

**HEADS OF AGREEMENT
FOR INPUT OF FDC CAPITAL SUPPORT TO THE COLLEGE OF WEST ANGLIA
CAMPUS IN WISBECH TO ENABLE DEVELOPMENT OF FURTHER
EDUCATIONAL FACILITIES FOR THE FENLAND COMMUNITY**

This Heads of Agreement is entered this day of.....2011 by and between:

1. Fenland District Council of County Road March ("**Fenland**")
2. The College of West Anglia ("**the College**")
3. Cambridgeshire County Council ("**the County Council**")

Introduction

This Heads of Agreement is entered into by Fenland and the College and the County Council to enable development of improved educational facilities as detailed in the Development Schedule. Addressing skill levels is vital to the future economic and social wellbeing of Fenland and further educational provision is an essential element of achieving that aim.

Given the failure of the Learning and Skills Council to provide funding in 2009 for the provision of a £70million campus in March, Fenland, the College, the County Council and other partners have sought to explore alternatives to enable suitable educational provision within Fenland. The input of funding by Fenland and the County Council to the College's site in Wisbech is the only viable alternative to achieve this outcome.

It is envisaged that the Technology Building] ("**the Technology Building**") to be built at the College's site in Wisbech ("**the Site**") shown for identification purposes shaded orange on the plan annexed at Appendix B, will provide access to learners from the following groups:

- compulsory school age
- 16-18 learners
- adults and young people seeking employment
- adults and young people in employment (fee paying or non fee paying including apprenticeships)

Serving a majority of learners from Cambridgeshire and specifically Fenland with particular consideration given to learners from disadvantaged backgrounds.

The centre shall be used for the delivery (sub-contracted or direct delivery) of vocational or applied/ employer-based/ employability focused engineering, manufacturing and technology programmes including apprenticeships at all levels of learning (1 to 4+) as well as complimentary learning activities, all as outlined in the attached Appendix A.

Such uses are not exhaustive and in particular the centre is expected to respond to demand for skills in new or related areas, including environmental engineering, application of green technologies, etc.

1. Heads of Agreement Principles

Fenland will make a capital payment of £1.5 million less compound interest calculated on the sum equivalent to that which would have accrued had it been held by the College in an Escrow Account (“the Capital Payment”). The compound interest figure on the capital is calculated as £159,000 and the Capital Payment will therefore be for the sum of £1,341,000 which will be subject to the fulfillment of key criteria (“the Criteria”) to enable development of the Technology Building with the aim of delivering the following outcomes:

- Establish the facility as a local training centre for ‘world-class’ engineering skills
- Promote and actively engage young people in engineering-orientated career paths
- Identify and address emerging skill requirements in engineering, manufacturing and product design
- Underpin and sustain long-term relationships in a network of schools and local employers

2. The Criteria

The Capital Payment will be made by Fenland to the College subject to fulfilment by College of their curriculum offer as set out in Appendix A.

These Heads of Agreement are linked to the funding (£5 million) being provided for the Technology Building by the County Council. In the event of the non commitment of the College to proceed with the Technology Building, these Heads of Terms will not take effect/be binding upon Fenland.

3. Protection of Fenland’s Capital Investment

3.1 Given the desired outcomes of the development of the Technology Building, Fenland wishes to protect the Capital Payment it is making with the aim of protecting the continuation/delivery of those educational related outcomes specified in clause 1 hereof, in future years. In the event that:

(a) the Site upon which the Technology Building is to be constructed should be sold by the College and that the sale proceeds generated are not reinvested in alternative provision of educational facilities to deliver those education related outcomes specified in clause 1 hereof within the boundaries of what is currently Fenland District; and in addition

(b) the Site upon which the Technology Building is to be constructed is not then used by the College or any third party to deliver those education related outcomes specified in clause 1 hereof

then Fenland will be reimbursed its Capital Payment or part of such Capital Payment as the case may be by the College in accordance with clause 3.2 hereof.

3.2 The amount of the repayment of the Capital Payment required to be paid by the College pursuant to clause 3.1 hereof shall be reduced by a fifth of the amount of the total Capital Payment as against the Capital Payment every 5 full years from the date of this Agreement. After 25 years therefore the College's liability to make repayments to Fenland pursuant to clause 3.1 hereof shall cease and no repayment shall be due to Fenland. For the avoidance of doubt the amount of the Capital Payment required to be repaid by the College shall be interest free.

3.3 In the event that the College or any third party shall at any time obtain the written approval of Fenland to any future change of use of the Technology Building that does not correspond to the delivery of the education related outcomes specified in clause 1 hereof then the College's obligation to make any reimbursement of the Capital Payment pursuant to clause 3.1 and 3.2 shall cease.

4. Costs

Each party shall be responsible for its own costs in relation to the preparation of feasibility studies, development of specifications etc including the negotiation of these Heads of Agreement.

5. CWA Board Representation

The College will make available two seats on its Board of Governors for 1 nominee from Fenland and 1 nominee from the County Council.

6. Governing Law

By signing this Heads of Agreement, each party will formally confirm their acceptance of the exclusive jurisdiction of the English courts and agree that the contract implied under the terms of this Heads of Agreement is to be governed and construed according to English Law.

7. Successors and Assigns

This Heads of Agreement and each party's obligations hereunder shall be binding on the representatives, assigns and successors of such party and shall inure to the benefit of the assigns and successors of such party; provided, however, that the rights and obligations of each party hereunder are not assignable.

8. Headings

Headings used in this Heads of Agreement are provided for convenience only and shall not be used to construe meaning or intent.

SIGNED by.....)
for and on behalf
of Fenland District Council)

SIGNED by)
for and on behalf
of College of West Anglia)

SIGNED by.....)
For and on behalf
Of Cambridgeshire County Council

Draft

DEVELOPMENT SCHEDULE

The new Technology Building to be located within the current CWA Wisbech Campus will showcase engineering, motor vehicle and motor sport. The building proposed will be of the order of 2,700 square metres and will accommodate the following:

- Engineering
- Motor Vehicle
- Motor Sport
- CNC; Computer Aided Design
- Plumbing and electrical
- Information Communication Technology rooms
- General Purpose Classrooms

Such uses are not exhaustive and all effort should be made to develop the site as a centre for excellence in engineering and technology, including innovation in new fields such as environmental engineering, application of green technologies etc.

PERFORMANCE MONITORING

In order to assess the impact of the centre on business and the local communities the College shall produce an annual report to Fenland and the County Council covering but not limited to the following performance measures:

- Participation by age, residency, sector and programme which will include student numbers broken down by course and a percentage of students drawn from the District.
- Learner and employer profiles, employer engagement activities
- Retention, Achievement, Success and Attainment (FL2, FL3)

If required by Fenland or the County Council the College will also account to and attend either Council's Scrutiny meetings relating to the performance of the Technology Building

Annual reporting requirements are subject to change by agreement and will be limited to information that can be provided by the College without incurring unreasonable cost.

College of West Anglia New Technology Centre Isle Campus

Skills Development Areas:

Immediate

Engineering – machining, welding and fabrication
Motor vehicle – repair and maintenance
Motor vehicle – body repair and paint
Motor sport
Plumbing
Electrical Installation
Computer Aided Design Computer Aided Manufacture (CAD/CAM)

Longer term

We would wish to respond to future growth potential, through Renewable Energy Technology

Facilities/Equipment:

Workshops
Computing classrooms

Lathes
Milling Machines
Computer Numerically Controlled Machines
Rolling Road
Motor vehicle diagnostic equipment
Spray booth
Motor vehicle lifts
A range of industry standard software and simulation equipment
Plumbing booths (bathroom bays; hot water cylinder cupboards)
Computers
High technology welding equipment
MOT bay

Qualifications/Courses:

Entry level, Levels 1, 2 and 3 and Foundation Degree

Performing Engineering Operations levels 1 and 2
BTEC Engineering levels 1, 2 and 3
BTEC level 3 and Foundation Degree Motor sport
Levels 1 - 3 Plumbing



RICK EVERARD



FUSION
ARCHITECTURAL PRACTICE