

Memorandum of Understanding
between
CITB
and
Highlands and Islands Skills CIC
for the development of
The National Infrastructure Skills Centre
in Inverness



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This MoU covers collaboration on the research and planning required for the development and delivery of the National Infrastructure Skills Centre based in Inverness

- 1.1. The Project led by HI-Skills, will involve a range of organisations, including infrastructure project developers, local colleges, and ECITB, cooperating to deliver specialist apprenticeship, further education courses and commercial training.

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- 1.2. All Intellectual Property Rights which exist or is created in connection with this MoU shall vest in the Party in whom it was vested prior to the date of this MoU or who created the Intellectual Property Rights during its term.

- 1.3. Each Party hereby grants to the other Party a non-exclusive, royalty free, licence for the term of this MoU to use such of the other Party's Intellectual Property Rights as it may reasonably require to comply with its obligations under this MoU.

- 1.4. The provisions of this clause shall apply during the continuance of the Contract and indefinitely after its expiry or termination.

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In the event of a dispute or disagreement arising under this MoU, both Parties agree to first seek resolution through discussions between each Party's Designated Leads.

- 1.5. If this does not resolve the issue, it will be escalated to the Chief Executive Officer of each organisation (or their nominee) for formal review.
- 1.6. If any dispute is not resolved within one calendar month of such meeting, either party may refer the dispute to mediation in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure.

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This Memorandum of Understanding (“**MoU**”) is made on the 28th April 2026 by and between

Construction Industry Training Board, otherwise known as CITB, whose registered office is Sand Martin House, Bittern Way, Fletton Quays, Peterborough PE2 8TY, registered as a charity in England and Wales with charity no.264289 (“**CITB**”)

and

Highlands and Islands Skills CIC whose registered office is Kintail House, Beechwood Business Park, Inverness, IV2 3BW, registered as a community interest company limited by guarantee in Scotland with SC853712. (“**HI-Skills**”).

Each a “**Party**” and collectively referred to as the “**Parties**”.

2. Definitions and Interpretations

2.1. In this MoU, the following words and expressions have the following meanings unless the context otherwise requires:

“**Confidential Information**” means any information however conveyed or presented that relates to the business affairs, operations, customers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, personnel and suppliers of the disclosing Party, together with all the information derived by the recipient from any such information and any other information clearly designated by a Party as being confidential to it (whether or not it is marked “confidential”), or which ought reasonably to be considered to be confidential.

“**Data Protection Legislation**” means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the UK General Data Protection Regulation; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; any other European Union and United Kingdom legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a Party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications) and any other law relating to data protection, the processing of personal data and privacy as a consequence of the United Kingdom leaving the European Union; and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a Party.

“**Intellectual Property Rights**” means any and all tangible and intangible: (i) rights associated with works of authorship, including copyrights, moral rights, neighbouring rights, and derivative works thereof, (ii) trademark and trade name rights, (iii) trade secret rights, (iv) patents, design rights, and other industrial property rights, and (v) all other intellectual property rights (of every kind and nature however designated) whether arising by operation of law, treaty, contract, licence, or otherwise, together with all registrations, initial applications, renewals, extensions, continuations, division or reissues thereof.

“**Project**” means the establishment of The National Infrastructure Skills Centre in

Inverness to develop and deliver training and employment opportunities for the Scottish Infrastructure sector in Civils, Construction, Engineering and Renewables within the Highlands and Islands of Scotland.

“Working Day” means any day other than a Saturday or Sunday or a public or bank holiday in the United Kingdom.

- 2.2. References to clauses and Annexes are to clauses in and Annexes to this MoU and any references to paragraphs are to paragraphs of the relevant Annexes. All headings are for ease of reference only and shall not affect the construction or interpretation of this MoU.
- 2.3. The Annexes form part of this MoU and shall have the same force and effect as if set out in the body of this MoU and any reference to this MoU includes the Annexes.
- 2.4. Unless the context otherwise requires:
 - 2.4.1. References to a “person” include any individual, corporate or unincorporated body (whether or not having separate legal personality);
 - 2.4.2. references to a “company” shall include any company, corporation or other body corporate, wherever and however incorporated or established;
 - 2.4.3. references to the singular include the plural and vice versa and references to any gender include every gender;
- 2.5. References to any statute or statutory provision will include any subordinate legislation made under it and will be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time.
- 2.6. References to “in writing” or “written” include email but not other methods of electronic messaging.
- 2.7. Any obligation on a Party not to do or omit to do anything includes an obligation not to allow (whether expressly or by a failure to take reasonable steps to prevent) that thing to be done or omitted to be done by any other person.
- 2.8. Any words following the words “include”, “includes”, “including”, “in particular” or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them.

3. Background

- 3.1. The North of Scotland, particularly the Highlands and Islands, are projecting to experience over £100bn worth of investment in Infrastructure and Engineering projects over the next 15 years, including housebuilding, road and rail construction.
- 3.2. The region has a critical skills shortage in both the energy and infrastructure sector and the current workforce will not be able to meet future needs which will impact on regional growth if not addressed.

- 3.3. There is limited specialist training in the Scottish Highlands and Islands, with no clear pathway to infrastructure careers for local talent and a lack of work-based learning and apprenticeship courses.
- 3.4. Highlands & Islands Skills CIC has been incorporated for the purpose of addressing these matters and for the purpose of engaging with, and collaborating alongside, such partners, stakeholders, and other entities as may be necessary or desirable to achieve that purpose.
- 3.5. CITB and HI-Skills set out in this MoU collaborative working arrangements with the aim of delivering a robust, skilled, sustainable workforce to support major infrastructure and renewables work across the Scottish Highlands and Islands with long-term socio-economic benefits for the Highland and Island communities.
- 3.6. This MoU does not constitute a formal contract or a service level agreement but is intended to serve as a guidance on activities for joint working for both Party's management and staff to work together to address the skills shortage in the Highlands and Islands.
- 3.7. This MoU is not exhaustive and is not intended to be legally binding between the Parties except where specifically stated including 13 (Limitation of Liability), 14 (Confidentiality), 15 (Data Protection), 16 (Intellectual Property Rights) 17 (Freedom of Information), and 20 (Notices).
- 3.8. The Parties acknowledge that they have a common interest in supporting the development of a local training facility in Inverness, creating meaningful employment pathways and raising skills levels in the regional work force.
- 3.9. This MoU sets out clear roles, responsibilities, and priorities of both Parties to ensure the delivery of the Project.
- 3.10. In signing this MoU, CITB and HI-Skills are recognising that they have a common interest in supporting the construction sector and are committed to strive for excellence through raising their skills benchmarks and adding value to workforce in the Highlands and Islands.

4. Scope

- 4.1. This MoU covers collaboration on the research and planning required for the development and delivery of the National Infrastructure Skills Centre based in Inverness .
- 4.2. The Project led by HI-Skills, will involve a range of organisations, including infrastructure project developers, local colleges, and ECITB, cooperating to deliver specialist apprenticeship, further education courses and commercial training.

5. Aims and Objectives

- 5.1. The purpose of this MoU is to define the roles, responsibilities, and shared objectives of CITB and Hi-Skills working together to establish an Infrastructure Skills Centre of Excellence.
- 5.2. Key project objectives include:

- 5.2.1. providing high-quality training;
- 5.2.2. delivering training programmes tailored to the demands of the Project, ensuring workers meet industry-recognised standards and project-specific requirements;
- 5.2.3. expanding entry points and support pathways into the workforce, including participation from underrepresented groups, local communities, and those re-entering employment;
- 5.2.4. supporting upskilling and aligning competencies and training standards to enable employment mobility;
- 5.2.5. develop career pathways to support upskilling and reskilling across the project lifecycle and onward into wider engineering and construction roles;
- 5.2.6. strengthening training infrastructure in the Highlands and Islands;
- 5.2.7. expanding the training network across the Highlands and Islands by integrating apprenticeships, vocational training, and graduate pathways to address skills shortages;
- 5.2.8. equipping workers with transferable skills and qualifications that ensure long-term employability and contribute to a resilient regional economy and leaving a skilled workforce legacy;
- 5.2.9. collaborating on Competency Frameworks and supporting the development and use of competency frameworks and training standards for the National Infrastructure Skills Centre and the wider Scottish construction and energy sectors.
- 5.2.10. sharing labour market intelligence to forecast demand and inform provision;
- 5.2.11. working collaboratively on workforce planning and skills data to assist with the delivery of the Project and inform future regional strategy; and
- 5.2.12. securing and promoting targeted use of CITB funding and support services;

6. Commencement and Duration

- 6.1. This MoU will remain in effect for the duration of the Project, unless amended or terminated in accordance with its terms.
- 6.2. Without affecting any other right or remedy available to it, either Party may terminate this MoU at any time by providing 6 months written notice to the other Party. The Party exercising its rights under this clause shall not incur any liability to the other Party by reason thereof.
- 6.3. In the event of termination under 5.2, both Parties shall agree a transitional plan to minimise disruption and protect the integrity of ongoing delivery.

7. Obligations of the Parties

- 7.1. CITB and HI-Skills agree to work together to achieve the following objectives:
 - 7.1.1. Share research and forecasting to assess skills demand across civil engineering occupations.

- 7.1.2. Develop clear pathways from entry-level to skilled roles within the civils phase. These roles include, but are not limited to, general operatives, groundworkers, plant operatives, formworkers, construction supervisors/managers, and steel fixers.
- 7.1.3. Support new entrants and career changers through targeted training and upskilling programmes.
- 7.1.4. Promote and support training opportunities aligned with project needs, leveraging CITB products such as Employer Networks, the grants scheme, and funding programmes.
- 7.1.5. Ensure the sustainability of the skills pipeline over the life of the civils phase.
- 7.1.6. Contribute to a lasting regional legacy of construction, civil engineering and infrastructure training capacity and capability.
- 7.1.7. Align competencies and training standards to support workforce mobility across different phases of the project.
- 7.1.8. Support discussions and development of courses to support the needs of the Project;

8. Roles and Responsibilities

8.1. CITB agrees to:

- 8.1.1. collaborate alongside HI-Skills with other providers and industry training boards to find a model that works for delivering vocational college courses and apprenticeship courses within the proposed National Infrastructure Skills Centre ;
- 8.1.2. liaise with HI-Skills, the Scottish Funding Council and other funding bodies to secure additional project funding where appropriate;
- 8.1.3. collaborate on the design and delivery of accredited courses aligned to needs of the National Infrastructure Skills Centre;
- 8.1.4. offer access to facilities, equipment, sector data and expertise where appropriate;
- 8.1.5. support pathways into higher-level learning;
- 8.1.6. work with partners to embed work-based learning, such as industry placements or live project work;
- 8.1.7. collaborate on research, innovation and curriculum development aligned to renewables, infrastructure and construction;
- 8.1.8. participate in joint outreach and engagement initiatives to promote careers in infrastructure, construction and renewables;
- 8.1.9. provide labour market intelligence, strategic leadership, and funding support;
- 8.1.10. collaborate with local authorities, accrediting bodies, and employers to coordinate delivery; and
- 8.1.11. where clear evidence of training or skills gaps exists, advocate for appropriate interventions in collaboration with relevant partners.

8.2. HI-Skills agrees to:

- 8.2.1. provide strategic leadership and coordination for the delivery of the National Infrastructure Skills Centre project;
- 8.2.2. co-create the model for funding, ownership and operating of the facility;
- 8.2.3. facilitate access to skills development resources, industry networks, and training pathways;
- 8.2.4. promote inclusive and innovative approaches to workforce development across the Highland region and nationally;
- 8.2.5. provide expertise and industry insights related to renewable energy and infrastructure projects;
- 8.2.6. promote sustainable practices and utilise community benefit initiatives within the scope of the collaboration;
- 8.2.7. facilitate industry engagement and promote the partnership across its member network;
- 8.2.8. advocate for industry standards and best practices throughout the partnership;
- 8.2.9. share workforce demand forecasts and provide access to relevant project data;
- 8.2.10. facilitate collaboration between CITB and delivery partners, including contractors and supply chain employers;
- 8.2.11. commit to implementing agreed training pathways and recruitment strategies; and
- 8.2.12. ensure CITB participation in relevant strategic skills and delivery groups.

9. Designated Leads

- 9.1. Each Party will appoint a senior member of staff to lead on the work of the Project.
- 9.2. The designated lead member of staff for each Party will:
 - 9.2.1. engage with each other on a regular basis to ensure alignment of the strategic direction of the work.
 - 9.2.2. oversee the development and timely delivery of the Project.
 - 9.2.3. look for opportunities to further deepen the relationship between the Parties to support the overall aims this MoU and the delivery of the Project on schedule.

10. Governance and Oversight

- 10.1. The implementation of this MoU will be overseen by the designated lead appointed by CITB and HI-Skills.
- 10.2. The Parties will both be accountable for overseeing the overall progress of the relationship and will review progress at meetings held on a quarterly basis.

- 10.3. A formal review will take place annually to assess performance, impact, and to agree any changes to this MoU and the working relationship between the Parties. The first annual review will take place by no later than 28/04/2027.

11. Communication, Advertising and Publicity

- 11.1. Both Parties will develop a shared communication plan to promote the benefits and outcomes of this MoU to construction employers and the construction industry.
- 11.2. Neither Party shall make or permit any person to make any press announcements or publicise this MoU or its contents in any way without the prior consent of the other Party in writing.

12. Resource Contributions

- 12.1. Each Party will provide the staff and resources required to oversee the management and implementation of this MoU.
- 12.2. Except as otherwise agreed in writing by both Parties, including any funding arrangements or grant allocations agreed in writing or where clause 13.4 applies, each Party shall be responsible for its own costs and expenses incurred in complying with their obligations under this MoU.

13. Limitation of Liability

- 13.1. This clause 13 shall be binding upon the Parties and permitted assigns and successors and references to each Party shall include such assigns and successors.
- 13.2. Subject to clause 13.4, and any breach by either Party of clauses 14, 15 or 16, neither Party shall be liable to the other Party for any and all claims arising under or in connection with this MoU.
- 13.3. Subject to clause 13.4, each Party's total liability under this MoU shall not exceed £100,000 in aggregate.
- 13.4. Notwithstanding any other provision of the MoU, neither Party limits or excludes its liability for:
- 13.4.1. death or personal injury caused by its negligence; or
 - 13.4.2. fraud or fraudulent misrepresentation; or
 - 13.4.3. breach of any obligation as to title implied by statute; or
 - 13.4.4. any other act or omission, liability for which may not be limited or excluded by law.
- 13.5. The Parties acknowledge and agree that the limitations contained in this clause are reasonable in light of all the circumstances.

14. Confidentiality

- 14.1. This clause 14 shall be binding upon the Parties and permitted assigns and successors and references to each Party shall include such assigns and successors for the Term of the MoU and for a period of five years following termination.
- 14.2. Both Parties agree to treat all information shared under this MoU as confidential,
- 14.3. Neither Party shall not disclose to any third party without the prior written consent of the originating Party;
- 14.4. Neither Party shall use for any purpose other than the performance of its obligations under this MoU any Confidential Information relating to the Project or the other Party.
- 14.5. Each Party may disclose the other Party's Confidential Information:
 - 14.5.1. to its employees, officers, representatives or advisers who need to know such information for the purposes of the MoU. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply with this clause 14; and
 - 14.5.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

15. Data Protection

- 15.1. This clause 15 shall be binding upon the Parties and permitted assigns and successors and references to each Party shall include such assigns and successors for the term of the MoU.
- 15.2. In respect of any personal data shared by either Party with the other under this MoU, each Party will ensure that it:
 - 15.2.1. complies with all obligations imposed on it under the applicable Data Protection Legislation; and
 - 15.2.2. operates sufficient and appropriate technical and organisational measures in accordance with all applicable data protection legislation to protect against unauthorised or unlawful processing.
- 15.3. Each Party shall fully indemnify and keep indemnified the other Party, its officers, servants or agents against the cost of dealing with any claims made in respect of information subject to the applicable Data Protection Legislation which claims would not have arisen but for the act, omission or negligence of the other Party, its sub-contractors, agents or staff.

16. Intellectual Property Rights

- 16.1. All Intellectual Property Rights which exist or is created in connection with this MoU shall vest in the Party in whom it was vested prior to the date of this MoU or who created the Intellectual Property Rights during its term.
- 16.2. Each Party hereby grants to the other Party a non-exclusive, royalty free, licence for the term of this MoU to use such of the other Party's Intellectual Property Rights as it may reasonably require to comply with its obligations under this MoU.
- 16.3. The provisions of this clause shall apply during the continuance of the Contract and indefinitely after its expiry or termination.

17. Freedom of Information

- 17.1. This clause 17 shall be binding upon HI-Skills and its permitted assigns and successors and references to HI-Skills shall include such assigns and successors.
- 17.2. HI-Skills acknowledges that CITB is subject the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIRs") requests ("Request/s") and shall assist and cooperate at its own expense to enable CITB to comply with its information disclosure requirements under the FOIA and EIRs.
- 17.3. HI-Skills shall:
 - 17.3.1. transfer all requests for information relating to this MoU that it receives as soon as practicable and in any event within 4 Working Days of receiving a Request, in accordance with the FOIA and EIRs;
 - 17.3.2. provide CITB with a copy of all information (as defined in s84 of the FOIA) requested in a Request which is in its possession or control in the form that CITB requires within 5 Working Days (or such other period as CITB may determine) of a request for such information; and
 - 17.3.3. provide all necessary assistance as reasonably requested to enable CITB to respond to the request for information within the time for compliance set out in section 10 of the FOIA, or regulation 5 of the EIRs.
- 17.4. CITB shall take reasonable steps to notify HI-Skills of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this MoU) CITB shall be responsible for determining in its absolute discretion whether any commercially sensitive information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.
- 17.5. In no event shall HI-Skills respond directly to a request for information unless expressly authorised in writing to do so by CITB.

17.6. HI-Skills acknowledges that CITB may at its own discretion disclose information without consulting HI-Skills. This clause 17 shall be binding upon HI-Skills and its permitted assigns and successors

18. Status of MoU

18.1. Subject to clause **Error! Reference source not found.** this MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the Parties from the MoU. The Parties enter into the MoU intending to honour all their obligations.

18.2. Nothing in the MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either part as the agent of the other Party, nor authorise either of the Parties to make or enter into any commitments for or on behalf of the other Party.

18.3. This MoU does not give rise to any rights for a third party to enforce any of its terms.

19. Variation

19.1. This MoU may only be varied by written agreement of both Parties.

20. Notices

20.1. This clause 20 shall be binding upon the Parties and permitted assigns and successors and references to each Party shall include such assigns and successors for the term of the MoU.

20.2. Any notice or other communication given to a Party under or in connection with this MoU shall be in writing and shall be delivered by hand or by pre-paid registered post or other two working days delivery service and shall be duly given or sent to the relevant addressee (or such other address as notified by either Party in writing) as follows:

20.2.1. where the notice is to be given or sent to CITB: FAO: Kirsty Evans, CITB, Sand Martin House, Bittern Way, Fletton Quays, Peterborough, PE2 8TY; and

20.2.2. where the notice is to be given or sent to HI-Skills: FAO: Callum Mackintosh, Highlands and Islands Skills (CIC), Kintail House, Beechwood Business Park, Inverness, IV2 3BW

20.3. Any notice shall be deemed to have been received:

20.3.1. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and

20.3.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting or at the time recorded by the delivery service; and

20.3.3. if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 20.3.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

20.4. This clause does not apply to the service of any proceedings or any documents in any legal action.

21. Dispute Resolution

21.1. In the event of a dispute or disagreement arising under this MoU, both Parties agree to first seek resolution through discussions between each Party's Designated Leads.

21.2. If this does not resolve the issue, it will be escalated to the Chief Executive Officer of each organisation (or their nominee) for formal review.

21.3. If any dispute is not resolved within one calendar month of such meeting, either party may refer the dispute to mediation in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure.

22. Governing Law and Jurisdiction

22.1. This MoU shall be governed by and interpreted in accordance with the laws of Scotland and the Parties shall submit to the exclusive jurisdiction of the courts of Scotland.

23. Disclaimer

23.1. Subject to clause **Error! Reference source not found.**, it should be noted that by signing this MoU, the signatories are not committing to legally binding obligations. It is intended that CITB and HI-Skills are independent of each other and that their collaboration does not constitute the creation of a legal entity, nor authorise the entry into a commitment for or on behalf of each other.