HEADS OF AGREEMENT

in respect of the

INTEGRATION OF THE AUSTRALIAN MARITIME COLLEGE (AMC)

and

THE UNIVERSITY OF TASMANIA (UTAS)
HEADS OF AGREEMENT
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and
THE UNIVERSITY OF TASMANIA (UTAS)

Preamble

The Australian Maritime College ("AMC") and the University of Tasmania ("UTAS") are currently planning the formal integration of the two entities. This document sets out the broad principles which both parties agree should provide the framework for integration. It is acknowledged that these principles may be affected and ultimately governed by Australian Government and any State legislation. The ordinances, statutes, regulations, policies and procedures of UTAS, as amended, will incorporate the broad principles contained in these Heads of Agreement to integrate AMC with UTAS.

Both parties acknowledge that these Heads of Agreement, to be approved by both AMC Council and UTAS Council, set out at a high level the basis on which integration is to proceed and that a subsequent step is the development of an Implementation Plan which specifies in greater detail how each of the Heads is to be given effect.

This document shall be legally binding upon both parties.

Definitions

For the purposes of this document:

Up to the date of Integration, 'AMC' means the corporate entity established by the Maritime College Act (1978). From the date of Integration, 'AMC' means the separately constituted institute that is established by UTAS ordinance.

'AMC Council' means the existing AMC Council which will cease to exist upon Integration.

'AMC Board' means the board that will be established to oversee the operations of the AMC as an institute of UTAS.

'Deadlock' means an impasse or period of inaction of 4 weeks due to the parties being unable to agree a course of action with regard to the implementation of these Heads of Agreement.

'Educational programs' means those training, education, research and community programs associated with maritime and maritime-related education, training and research as provided by AMC.

'Implementation Plan' means a document that describes the actions that will be undertaken to implement the Heads of Agreement.
'Integration' means the formal merger of AMC with UTAS at which point AMC ceases to exist as a legal entity and AMC is re-established as an institute within UTAS.

'integration' means the process of merger in general terms.

'Integration Fund' means a fund or funds administered under a clearly defined mechanism agreed between the Vice-Chancellor and President of AMC for the accounting and management of all funds that are earmarked for the purpose of integration including AMC and UTAS contributions and any grants obtained from the Australian Government in support of integration.

'Maritime education, training and research' means seafarer training and education; marine, maritime, coastal, ocean and off-shore engineering; marine technology; marine renewable energy; maritime and logistics management; fisheries management; aquaculture management; marine and coastal conservation; marine biosecurity; marine resource management; marine and coastal economics, law, policy and social planning; ocean survey and habitat mapping and any other new or emerging maritime or maritime-related field of study that AMC may choose to embrace.

'Period of Transition' means the period from the date of signing these Heads of Agreement until Integration.

'President of AMC' means the existing position of President of AMC.

'Principal of AMC' means the position that the President of AMC will assume upon Integration.

'Vice-Chancellor' means the Vice-Chancellor of the University of Tasmania

Unless otherwise stated, responsibility for the processes, plans, determinations and actions under these Heads of Agreement resides with the AMC President/Principal and the Vice Chancellor.

**Timeframe**

Subject to the provisions of clause 2.1.e) of these Heads of Agreement, the following timetable is proposed:

<table>
<thead>
<tr>
<th>Period of Transition</th>
<th>From the date of the signing of these Heads of Agreement until 31 December 2007</th>
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<tbody>
<tr>
<td>Finalisation of the Implementation Plan</td>
<td>1 January 2007</td>
</tr>
<tr>
<td>Finalisation of governance arrangements</td>
<td>31 March 2007</td>
</tr>
<tr>
<td>Finalisation of AMC funding model</td>
<td>31 March 2007</td>
</tr>
<tr>
<td>Integration</td>
<td>1 January 2008</td>
</tr>
</tbody>
</table>

1. **Vision and Purpose of Integration**

1.1. Both institutions see mutual benefits in the greater possibilities for co-operation inherent in AMC becoming an institute of UTAS rather than in an affiliate relationship. Integration offers the opportunity for the two institutions to optimise opportunities for staff and students through a renewed or enhanced range of
undergraduate and postgraduate courses and research activities, drawing where possible on the strengths of both institutions.

Both parties agree that:
1.2. The vision and purpose of the integration is to strengthen the overall provision of maritime and maritime-related education, training and research nationally and internationally to the mutual benefit of UTAS and AMC by:
   a) providing within UTAS a secure, certain and sustainable framework that will assist AMC to continue in its role as the national provider of maritime and maritime-related education, training and research;
   b) an enhanced AMC, building upon its current reputation to develop a strong 'applied marine' focus, committed to innovation and leadership in contemporary, professional and practice-based maritime and maritime-related education, training and research;
   c) AMC building its linkages and collaboration with Australian maritime and maritime-related industries, and expanding its strong links with international maritime and maritime-related industries;
   d) AMC bringing into UTAS its international reputation and distinctive pedagogy;
   e) improving opportunities for collaboration between AMC and UTAS faculties and institutes;
   f) establishing the Launceston campus of UTAS as an internationally recognised location for the provision of maritime and maritime-related education, training and research; and
   g) strengthening the reputation of both UTAS and AMC.

2. Process of Negotiation, Transition and Implementation
Both parties agree that:
2.1. The negotiation, transition and implementation of integration are to proceed as follows:
   a) the continued operation of a Joint Steering Committee – the Integration Project Committee (IPC);
   b) the development and enactment of a comprehensive joint Communications Plan which encompasses key management elements as well as internal and external communications components, for immediate implementation upon finalisation of these Heads of Agreement;
   c) the development of a more detailed Implementation Plan, to be jointly approved by the President of AMC and the Vice-Chancellor and to be effective from 1 January 2007;
   d) a Period of Transition from the date of these Heads of Agreement, until the date of Integration;
   e) subject to Australian Government and State of Tasmania approval as necessary, it is envisaged that these governments will introduce the legislation required to give effect to the integration in 2007 with date of effect from 1 January 2008 or any other date specified for the commencement of Australian Government legislation;
   f) throughout the Period of Transition, the management of relationships with both the State and Australian Governments will be conducted jointly;
   g) subject to the signing of these Heads of Agreement, the Chair of the AMC Council is granted observer status with speaking rights on AMC-related matters at Council of UTAS and the Vice-Chancellor is granted observer
status with speaking rights on UTAS-related matters at the Council of AMC, for the Period of Transition.

3. **AMC Purpose and Vision**  
*Both parties agree that:*

3.1. The status, uniqueness and reputation of AMC and its statutory objects, strategic purpose, vision and educational programs are to be recognised within these Heads of Agreement, UTAS legislation, any amendments to the University of Tasmania Act and in amendments to or in the replacement of the Australian Maritime College Act (1978). This includes but is not limited to implementing clauses of these Heads of Agreement in an appropriate UTAS ordinance.

4. **Governance and Structure**  
*Both parties agree that:*

4.1. AMC is to be recognised and established by UTAS ordinance as a separately constituted institute of UTAS.

4.2. Within that ordinance, provision is to be made for a board (the “AMC Board”) which includes people with experience in the maritime and maritime-related sectors. The structure, terms of reference and initial membership will be subject to the approval of the Councils of both AMC and UTAS.

4.3. The terms of reference and membership of the AMC Board remain subjects for further negotiation with the Australian Government Minister and negotiation between AMC and UTAS. These will be specified in an annexure to these Heads of Agreement, by no later than 31 March 2007.

5. **Title, Branding, Publicity and Marketing**  
*Both parties agree that:*

5.1. AMC is to:
   a) retain its title and logo for the purposes of branding, publicity and marketing of the AMC as a distinct institute of UTAS and in its programs both in Australia and internationally;
   b) be fully included in UTAS marketing strategies and processes, including but not limited to maritime and maritime-related markets; and
   c) strengthen its public image through branded publications and advertising which also acknowledges its place within UTAS and links to UTAS programs.

6. **Use, Management and Development of the AMC sites**  
*Both parties agree that:*

6.1. AMC will remain based upon its current sites.

6.2. AMC sites are to remain designated for training, education, research and community programs associated with the maritime and maritime-related sectors. However, allowance should be made for collaborative use and expansion of programs through possible expansion of AMC activities onto UTAS sites and possible relocation on AMC sites of related UTAS programs and activities, as may be agreed by the President/Principal of AMC and the Vice-Chancellor.

7. **Educational Programs**  
*Both parties agree that:*

7.1. As an institute of UTAS, AMC will continue to exercise high levels of autonomy over the conduct and future development of its educational programs and will ensure that proper regard continues to be paid to:
a) the quality and integrity of educational programs;
b) the ongoing development of education, training and research in the maritime and maritime-related sectors;
c) the development of new or expanded educational offerings; and
d) AMC’s commitment to provide appropriate tuition approaches within a maritime practice environment.

7.2. AMC will preserve its role as the national institution for maritime and maritime-related education, training and research so as to enable the industries in the maritime and maritime-related sectors to meet the obligations placed upon them by the Australian Government by virtue of the Australian Government entering international treaty and regulatory obligations and obligations that may arise from time to time from policies of the Australian Government.

7.3. Any proposals on the part of UTAS or AMC which may affect the educational programs of the other party will be discussed at an early stage between the President/Principal of AMC and the Vice-Chancellor.

7.4. The UTAS Academic Senate will be ultimately responsible for academic matters but it will delegate agreed functions to an AMC Board of Studies, particularly with regard to specialised seafarer training and vocational and technical education (VTE).

7.5. Following the signing of these Heads of Agreement, the Chair of the AMC Academic Board and the Chair of UTAS Academic Senate will establish a committee to:

a) define the role and functions of Academic Senate and the AMC Board of Studies in relation to AMC educational programs. Upon agreement by the AMC Academic Board and the UTAS Academic Senate, the AMC Academic Board will be replaced by the AMC Board of Studies; and

b) as part of the overall Implementation Plan, develop a transition process and timeframe for the integration of AMC educational programs.

7.6. AMC educational programs will continue to be managed in accordance with the existing statutes and regulations, policies and procedures of the AMC Academic Board until the transition process referred to in Paragraph 7.5.b) is implemented.

7.7. AMC will continue to have the authority to conduct examinations and assessments for marine competency in accordance with the Australian Maritime Safety Authority (AMSA) and Marine and Safety Tasmania (MAST).

7.8. AMC will continue to ensure that all Australian Maritime Safety Authority (AMSA) requirements with regard to the Standards of Training, Certification & Watchkeeping (STCW95) Certificates of Competency, the International Convention for the Safety of Life at Sea (SOLAS) convention and maritime security continue to be met.

7.9. The AMC graduation ceremony and testamur will be AMC distinctive.

8. Research

Both parties acknowledge that:

8.1. A closer association between AMC and UTAS will provide opportunities for realising AMC’s potential to achieve stronger research outcomes including Research Higher Degree (RHD) enrolments in specialist areas with the potential for national and international excellence.

8.2. AMC’s integration with UTAS provides an opportunity to:

a) develop strength in cross-disciplinary research as well as developing new areas of research;

b) develop research relationships with firms and other organisations that operate in the marine industrial sectors;
c) strengthen and develop research networks; and

d) improve returns on the substantial capital invested in the institute's research facilities.

9. **Staff**
   Both parties agree that:

9.1. Employees of AMC immediately prior to the date of Integration, whose employment would have otherwise continued beyond the date of Integration, will transfer to UTAS employment on the date of integration.

9.2. From the date of Integration, workplace agreements, both collective and individual, covering employees whose employment has been transferred to UTAS on the date of Integration, will continue to apply to those employees, subject to:
   a) the transmission of business provisions of the *Workplace Relations Act 1996*;
   and
   b) any other statutory requirements, including provisions that may be included in any legislation to repeal the *Maritime College Act 1978*.

9.3. A joint working party will be formed following the signing of these Heads of Agreement to make assessments and provide recommendations to the President of AMC and the Vice-Chancellor of UTAS to ensure that employees of AMC transfer to UTAS employment on terms, conditions, classifications and salary levels that on balance are not inferior to the sum of their terms, conditions, classifications and salary levels immediately prior to the date of Integration.

9.4. Upon Integration, UTAS will recognise all periods of AMC employee service, including recognised prior service, as counting as UTAS service for the purpose of calculation of UTAS employment entitlements and eligibility qualifying periods.

9.5. During the transition period, AMC and UTAS will collaborate closely in all areas of workplace relations to facilitate the subsequent transfer of employees of AMC to UTAS on the date of Integration (or beforehand).

9.6. Following the signing of these Heads of Agreement, protocols will be jointly developed for the prudential management of liabilities associated with employee entitlements, employment status of employees and appointments to AMC during the Period of Transition.

9.7. There will be no involuntary redundancies of employees of AMC as a direct result of Integration.

10. **Students**
   Both parties agree that:

10.1. As an outcome of Integration, AMC students are to have the same rights and privileges as other students of UTAS, including the same entitlements to access its facilities, services and activities.

11. **Alumni**
   Both parties agree that:

11.1. Within the UTAS overarching policy framework for managing alumni relations, AMC will be able to continue to have its own alumni chapter.

12. **Load Management**
   Both parties agree that:

12.1. At Integration, AMC's base load for Commonwealth supported places (CSP) is to be the EFTSL load stipulated in the Funding Agreement between the Australian Government and AMC in the year prior to Integration.
12.2. UTAS will collaborate with and support AMC on initiatives designed over time to secure an increase in Commonwealth supported places for AMC's courses where demand so warrants, by means of new places allocated by the Australian Government and/or by transfer of load within UTAS, recognising that these additional places would be funded at the rate applicable to the appropriate funding cluster at that time.

12.3. Upon Integration AMC as an institute of UTAS will play a key role in planning and achieving its agreed student profile within UTAS' overall load management process. Any proposed variations in its CSP allocations will be subject to negotiation and agreement as part of UTAS' annual student profile planning process.

12.4. UTAS will support AMC in the continued development of VTE programmes.

13. Annual Operational Funding
Both parties agree that:

13.1. One of the core objectives of integration is to maintain and over time strengthen the funding available for AMC’s educational activities and in fulfilment of that objective the following arrangements will apply to the determination of AMC’s annual funding allocation:

a) in the Period of Transition, the Vice-Chancellor of UTAS and the President of AMC are to arrange for a jointly sponsored review of all support and administrative services and “general cost” items of expenditure (i.e. utilities, insurances, copyright, IT, network infrastructure, university-wide publications, examinations and graduations) currently funded by AMC to determine, in light of the review, which of those services and general cost items are to be provided by AMC and those which for reasons of improved effectiveness or efficiency should be provided by UTAS for and on behalf of AMC;

b) following Integration, AMC shall have an agreed one line budget within the UTAS triennial budget and financial responsibility, including budgeting and expenditure shall be delegated to the AMC Board; and

c) the total amount of funding to be allocated to AMC is to be not less than the amount calculated in accordance with the following formula: \( a = b - c \) where:

- \( a \) equals the net amount available to AMC;
- \( b \) equals the gross amount earned or estimated to be earned by AMC in respect of the conduct of its various activities and, with respect to its funding;
- \( c \) equals the amount agreed between the Vice-Chancellor and the President/Principal of AMC, as being a reasonable AMC share of the costs to be met by UTAS in respect of AMC’s support and administrative services and “general cost” items agreed pursuant to sub-clause 13.1.a) to be provided by UTAS; and

d) the initial funding model will be agreed and specified by no later than 31 March 2007;

13.2. From the second year following Integration, AMC is to be eligible for any funding increases associated with exceeding agreed revenue targets or any UTAS budget incentives that are applicable to UTAS faculties and institutes.

13.3. In the Period of Transition AMC and UTAS will establish, for at least a period of five years, an Integration Fund, the proceeds of which are to be applied to projects directly to the benefit of the integration.

13.4. Any interest earned by the Integration Fund established under 13.3 will be applied to projects directly to the benefit of the integration.
13.5. The Vice-Chancellor and the President/Principal of AMC may agree to vary the funding arrangements set out in this section if in their view to do so would be in the interests of the AMC and the integration.

14. **Financial Assets**  
*Both parties agree that:*

14.1. Upon Integration, subject to Australian Government legislation, the preferred approach is for UTAS to become the legal owner of the financial assets of AMC and that these assets will be made available for use by AMC.

14.2. Upon Integration, all trusts, actual and pledged bequests and donations, grants, prizes and scholarships both of a general and specific nature pertaining to AMC will be administered in accordance with UTAS policies and procedures in relation to such matters but will continue to be applied for the benefit of AMC, its students and staff as originally intended.

14.3. Upon Integration, AMC will provide for all known liabilities on a going concern basis in accordance with relevant Australian accounting conventions and standards. All remaining accumulated reserves/surpluses held by AMC will be separately identified within the UTAS Special Fund and these and any interest earned will be applied to AMC activities including meeting any liabilities that would normally have been met from AMC reserves had Integration not occurred. Otherwise, all accumulated reserves/surpluses will be subject to the rules of the UTAS Special Fund.

14.4. Upon Integration and subject to clause 14.3, UTAS shall become liable to pay the liabilities of AMC including those that might accrue after that date including payroll tax and any other tax liabilities that may arise following Integration.

14.5. Wherever required, all stamp duty and GST implications of any transfer of financial and physical assets shall be paid by UTAS.

14.6. Upon signing of these Heads of Agreement, protocols will be developed for approval by the Vice-Chancellor and the President of AMC that will ensure that during the Period of Transition any actual or potential financial liabilities of AMC to be assumed by UTAS upon Integration are being prudently managed. AMC will not enter into any arrangements that bind UTAS to significant taxation or other liabilities without the Vice-Chancellor's approval.

15. **Physical Assets**  
*Both parties agree that:*

15.1. Subject to Australian Government legislation, at the time of Integration all the assets of AMC will be vested in UTAS and AMC will continue to have priority access to these for the purposes of supporting its educational programs, teaching and administration.

16. **Information Systems and Software**  
*Both parties agree that:*

16.1. During the Period of Transition UTAS and AMC will collaborate on planning for the full integration of management information systems of AMC with those of UTAS, to be operational from the date of Integration or as soon as practicable thereafter.

16.2. Upon Integration AMC will be supported with all necessary information technology and software upgrades in accordance with UTAS IT maintenance and upgrade strategies and plans.
17. **Management Structures**  
*Both parties agree that:*  
17.1. Upon Integration, the President of AMC will assume the title of Principal of AMC and shall be responsible and accountable to the Vice-Chancellor through the AMC Board.  
17.2. The Principal of AMC shall be appointed at the level of Pro Vice-Chancellor and shall be a member of the Senior Management Team of UTAS.

18. **Administration**  
*Both parties agree that:*  
18.1. The President of AMC and the Vice-Chancellor will determine by the end of the Period of Transition what functions and processes should be provided at a University level and what should be retained at AMC level taking into account outcomes relating to improvements in productivity, quality and administrative efficiency. Such review(s) shall give due consideration and weight to the requirements of providing effective and responsive services to AMC students and staff.  
18.2. UTAS and AMC will collaborate on a joint submission to the Australian Government for funding to cover costs incurred by this integration, including but not limited to such matters as library and information technology upgrades, systems integration, research facility upgrades, records and information management.

19. **Quality Assurance**  
*Both parties agree that:*  
19.1. For a period from the date of Integration to be agreed by the President of AMC and the Vice-Chancellor, AMC will continue to assure quality in accordance with its own quality policies, processes and procedures and in accordance with those of various external agencies that approve or accredit AMC educational and training programs.  
19.2. Following the signing of these Heads of Agreement, the President of AMC and the Vice-Chancellor will implement arrangements for:  
   a) the joint review of AMC quality systems; and  
   b) the development of an agreed framework and timeframes for quality assurance within AMC.  
19.3. The framework and timeframes referred to in 19.2.b) shall constitute a section of the Implementation Plan.

20. **AMC Search Limited**  
*Both parties agree that:*  
20.1. Following Integration, and subject to clause 4, the AMC Board shall continue to appoint the directors and nominate the members of AMC Search Limited.  
20.2. The functions of AMC Search Limited shall continue in accordance with its constitution as at the date of Integration unless and until such time as the members agree to amend the AMC Search Limited constitution.  
20.3. The Chief Executive Officer of AMC Search Limited shall continue to be responsible and accountable directly to the AMC Search Board unless or until such responsibility and accountability is amended in accordance with clause 24.2.  
20.4. Following the signing of these Heads of Agreement, a joint working party will be formed to make assessments and provide recommendations to the President/Principal of AMC and the Vice-Chancellor of UTAS to ensure that, following Integration, terms of employment of employees of AMC Search Limited and their conditions, classifications and salary levels are, on balance, not inferior to
the sum of their terms, conditions, classifications and salary levels immediately prior to the date of Integration.

20.5. Following the signing of these Heads of Agreement, protocols will be jointly developed for the prudential management of liabilities associated with employee entitlements, employment status of employees and appointments to AMC Search Limited during the Period of Transition.

20.6. There will be no involuntary redundancies of employees of AMC Search Limited as a direct result of Integration.


Both parties agree that:

21.1. UTAS and AMC will jointly adopt a communication plan in respect of integration and both parties will work collaboratively to give effect to the strategies and processes of consultation and communication set out in that plan.

22. Implementation

Both parties agree that:

22.1. The integration process must include an agreed Implementation Plan which makes provision for regular review during the Period of Transition.

23. Cessation of Negotiations

Both parties acknowledge that:

23.1. Either party may at any time, up to the time at which draft amendments to or the repeal of the Maritime College Act (1978) are agreed with the Australian Government and draft amendments of the University of Tasmania Act (1992), if necessary, are agreed with the State of Tasmania, withdraw from negotiations relating to the proposed Integration of AMC with UTAS.

23.2. In the event of either party withdrawing from the negotiations, the allocation of costs and/or the distribution of resources will be agreed by the President of AMC and the Vice-Chancellor in conjunction with a mediator acceptable to both at which point these Heads of Agreement shall cease to apply.

24. Review and Amendment

Both parties agree that:

24.1. Upon Integration, an AMC Integration Committee will be established by the UTAS Council, for a period of not less than five years, comprising equal membership of the University Council and the Board of AMC, nominated by the respective bodies, with a shared chairing arrangement and with terms of reference to include the following:

a) to review and advise University Council at least annually whether the implementation of the integration is proceeding in accordance with the Heads of Agreement;

b) to advise Council what action, if any, is necessary to rectify implementation, where implementation arrangements are inconsistent with the Heads of Agreement;

c) where such amendments are considered to be of benefit to AMC and UTAS, to recommend amendments to the Heads of Agreement; and

d) to commission, through the Vice-Chancellor and the Principal of AMC, a substantial review during the fifth year following Integration to advise the University Council and the AMC Board whether the vision and purpose of the integration of AMC as an institute of UTAS are being achieved and, if not, what action(s) should be taken to rectify this.
24.2. The following arrangements apply to amendment of the Heads of Agreement:

a) during the Period of Transition the Heads of Agreement may be amended by the approval of both AMC Council and UTAS Council;

b) from Integration until a period which is five years after Integration, the Heads of Agreement may be amended by the UTAS Council, but it may only do so on the recommendation of the AMC Integration Committee; and

c) at any time after five years from Integration, the Heads of Agreement may be amended by the Council of UTAS, but it may only do so after considering a report from the Principal of AMC.

25. Resolving Deadlock

Both parties agree that:

25.1. If deadlock occurs in the Period of Transition, in the first instance the President of AMC and the Vice-Chancellor of UTAS shall attempt to develop a course of action to resolve the matter. If they are unable to resolve the matter it shall be referred to the AMC Council and UTAS Council for resolution.

25.2. If deadlock occurs in the period from Integration until a period which is five years after Integration, the AMC Integration Committee shall resolve the matter.

On behalf of the University of Tasmania

[Signature]  
Chancellor, UTAS Council  
Date: 20th Oct, 2006

On behalf of the Australian Maritime College

[Signature]  
Chair, AMC Council  
Date: 18th Oct, 2006

[Signature]  
Vice-Chancellor  
Date: 18/10/06