

## 5.5.R1 – THE FACULTY OF THE VICTORIAN COLLEGE OF THE ARTS

### 1 Integration

- (1) The faculty of the Victorian College of the Arts (“VCA”) reflects the outcome of the integration of the former Victorian College of the Arts as reconstituted under the *Victorian College of the Arts Act 1981 (Vic)* (“Former VCA”) and the University.
- (2) The general terms of integration are reflected in heads of agreement made on 15 November 2005 as amended between the University and the Former VCA (“Heads of Agreement”).
- (3) As a consequence, the *Melbourne University (Victorian College of the Arts) Act 2006* was enacted, and the University has also enacted its own legislation (of which this regulation forms part) in order to give effect to the terms of the integration as reflected in the Heads of Agreement.
- (4) A conformed copy of the Heads of Agreement document appears as a schedule to this regulation for reference only, but does not form a part of the regulation.

### 2 Vision and purpose of integration

The vision and purpose of the integration as reflected in the Heads of Agreement is to strengthen the overall provision of training and education in the visual and performing arts in Victoria and Australia.

### 3 Academic programs

The academic programs of the VCA are to be managed in a manner which ensures that:

- (a) the principles and practices of the Former VCA’s talent-based entry policy for students are retained;
- (b) the VCA continues to exercise high levels of autonomy over the conduct and future development of its academic programs so as to ensure their integrity and quality are maintained and that proper regard is paid to:
  - (i) the ongoing development of the art forms, studio practices and courses with respect to Art, Dance, Drama, Film and Television, Music, Production, Community Cultural Development and the development of such new or expanded academic offerings as may be decided from time to time offered through the VCA within a multi-disciplinary context;
  - (ii) the place and role that the common curriculum subjects, designed as curriculum specifically for practising artists

and provided through the Centre for Ideas, have within these programs;

- (iii) the VCA commitment to provide individual and small group tuition within an arts practice environment with an emphasis on context, performance, production and exhibition and with studio practice as its core; and
  - (iv) the need to manage the curricula flexibly within a structure and timeframe which, while satisfying Academic Board requirements, allows for assessment through performance, production and exhibition as well as formal written assessment.
- (c) the VCA graduation ceremony and the joint University and Former VCA testamur are retained;
  - (d) the entity known as the Wilin Centre for Indigenous Arts and Cultural Development (“**Wilin Centre**”) continues to operate, in conjunction with the faculty of the VCA, as an independent entity with its own advisory committee for as long as its private funding continues; and
  - (e) any proposals which may affect the academic programs of the VCA are discussed at an early stage with the director and dean, Victorian College of the Arts.

#### **4. VCA faculty board**

##### **Establishment**

- (1) As reflected in the Heads of Agreement and pursuant to Statute 5.1.7(4), Council hereby establishes a special committee to be known as the VCA faculty board.
- (2) The VCA faculty board shall have the powers and duties set out in Statute 5.1.6 and may otherwise regulate its own proceedings.

##### **Membership**

- (3) The VCA faculty board shall comprise the membership specified for the faculty in Regulation 5.1.R1.

#### **5 VCA advisory board**

##### **Establishment**

- (1) As reflected in the Heads of Agreement and pursuant to Statute 5.1.7(4), Council hereby establishes a special committee to be known as the VCA advisory board.

## Membership

- (2) (1) The VCA advisory board comprises:
  - (a) nine members appointed by Council who together possess outstanding expertise in the fields serviced by the VCA, being in the visual and performing arts and other relevant sectors, as well as in education, training, research and corporate governance;
  - (b) the director and dean, VCA; and
  - (c) one additional member appointed by Council.
- (2) Members appointed in accordance with section 5(2)(1)(a) shall comprise a balance of:
  - (a) members who are leaders in the arts professions and/or arts community;
  - (b) members who are outstanding practising artists; and
  - (c) members who are leaders in the corporate and community sectors.
- (3) Members of the VCA advisory board pursuant to section 5(2)(1)(a) shall be appointed by Council on the recommendation of the vice-chancellor with advice from the director and dean, VCA.
- (3) (1) When the VCA advisory board is first established, of the nine members appointed by Council pursuant to section 5(2)(1)(a), three members shall be appointed for a term of three years, three members for a term of two years and three members for a term of one year, such appointments to reflect each of the membership categories described in section 5(2)(2)(a), (b) and (c).
- (2) After the expiration of the respective terms set out in sub-section (1), all of the nine members of the VCA advisory board appointed by Council pursuant to section 5(2)(1)(a) are appointed for terms of three years. Retiring members may be appointed for a further term.
- (3) The one additional member of the VCA advisory board to be appointed by Council pursuant to section 5(2)(1)(c) is to be appointed for a term of three years or such lesser time as may be fixed by Council from time to time.
- (4) Council, on the recommendation of the director and dean, VCA, shall appoint a chairperson of the VCA advisory board from amongst the members appointed pursuant to section 5(2)(1)(a) and section 5(2)(1)(c),

such appointment to be for a term of two years. The appointee is eligible for re-appointment for a second term of two years or for such lesser period as corresponds with the balance of the appointee's term on the VCA advisory board.

#### **Functions of the VCA advisory board**

- (5) The functions of the VCA advisory board are to advise and support the director and dean, VCA in respect of:
  - (a) strategic policy development and contribution in relation to the VCA's education and training, research, commercial and community relations programs and directions;
  - (b) arts sector and community needs for new and existing courses offered by the VCA;
  - (c) promoting the programs of the VCA within the arts sector and wider community;
  - (d) the development of the VCA's reputation and financial benefaction; and
  - (e) participating in the selection committee convened to recommend the appointment of the director and dean, VCA.

#### **Powers and duties of the VCA advisory board**

- (6) The following powers and duties apply to the VCA advisory board-
  - (a) it regulates its own proceedings;
  - (b) it meets as and when required but not less than twice each year;
  - (c) the quorum for a meeting of the board is not less than one half of its total membership; and
  - (d) it may constitute such committees and working parties as required to support the strategic development of the VCA on the advice and request of the director and dean, VCA.

### **6 VCA integration committee**

#### **(1) Establishment**

As reflected in the Heads of Agreement and pursuant to statute 5.1.7(4), Council hereby establishes a special committee to be known as the VCA integration committee for a period of not less than five years commencing on 1 January 2007. The VCA integration committee is to meet not less than once each year.

(2) **Composition**

The VCA integration committee is to:

- (a) comprise three members appointed by and from the Council and three members appointed by and from the VCA advisory board;
- (b) be chaired in alternate years by a member of Council and a member of the VCA advisory board, commencing with a member of the VCA advisory board.

(3) **Terms of reference**

The terms of reference of the VCA integration committee include:

- (a) to review and advise the Council at least annually whether the integration is proceeding in accordance with the Heads of Agreement;
- (b) to advise Council on such action as the VCA integration committee may consider necessary where implementation arrangements are not congruent with the Heads of Agreement;
- (c) to recommend such amendments to the Heads of Agreement as the VCA integration committee may consider to be of benefit to the VCA and the University; and
- (d) to commission at the end of 2011, through the vice-chancellor and the director and dean, VCA, a substantial review of the integration, which review may be undertaken in conjunction with the review of funding arrangements pursuant to clause 13.5 of the Heads of Agreement, and:
  - (i) to advise Council and the VCA advisory board whether the vision and purpose of the integration of the VCA as a faculty of the University are being achieved; and
  - (ii) if the vision and purpose are not being achieved, to recommend to Council and the VCA advisory board such action as the VCA integration committee may consider appropriate.



## **SCHEDULE**

### **CONFORMED COPY AS AMENDED OF**

### **HEADS OF AGREEMENT**

**in respect of the**

**INTEGRATION OF THE VICTORIAN COLLEGE OF THE ARTS (VCA)**

**and**

**THE UNIVERSITY OF MELBOURNE**

### ***Preamble***

The Victorian College of the Arts (“*the VCA*”) and the University of Melbourne (“*the University*”) are currently reviewing the viability of the formal integration of the two entities.

This document sets out the broad principles which both parties agree should provide the framework for any such integration. It is acknowledged that these principles will be governed by the legislation, statutes, regulations, policies and procedures of the University as amended to integrate the VCA with the University.

Both parties acknowledge that these Heads of Agreement set out at a high level the basis on which any integration is to proceed and that a subsequent step would be, in the event these Heads of Agreement are agreed, the development of an Implementation Plan which specifies in greater detail how each of the Heads is to be given effect.

### ***Definitions***

For the purposes of this document:

‘*educational programs*’ means those training, education, research and community programs associated with the visual and performing arts and provided by the VCA;

*'visual and performing arts'* means Art, Dance, Drama, Film and Television, Digital and New Media, Music, Production, Community Cultural Development and any other new or emerging art form which the VCA may chose to embrace.

## **1. Vision and Purpose of Integration**

The University and the VCA share the conviction that great universities are characterised by richness and excellence in the visual and performing arts. Both institutions see mutual benefits in the greater possibilities for co-operation inherent in a faculty rather than an affiliate relationship. Integration offers the opportunity for cognate activities in the two institutions to optimise opportunities for staff and students through a renewed or enhanced range of undergraduate and postgraduate courses, drawing where possible on the strengths of both institutions.

At the same time, integration offers a precious and significant opportunity to enrich for students the 'Melbourne experience' by providing a campus-based education characterised by a rich architectural, cultural and contemporary artistic heritage, excellent student support services and an intent to provide the best education in Australia and the region.

*Both parties agree that:* the vision and purpose of the integration is to strengthen the overall provision of training and education in the visual and performing arts in Victoria and Australia to the mutual benefit of both the University and the VCA by:

- creating an expanded VCA, as a new faculty of the University of Melbourne, within the Southbank Arts Precinct, committed to innovation and leadership in contemporary, professional, practice-based visual and performing arts training and education and to expanding the boundaries of arts practice within both discipline-specific and multi-disciplinary curriculum models;
- expanding the capacity of the University to provide broad-based visual and performing arts training and education to non-practitioners as part of other disciplinary curriculum models;
- bringing into the University the international reputation and distinctive pedagogy of the VCA;
- providing within the University a secure, certain and sustainable framework that will enable the VCA to expand and enhance its role as Australia's pre-eminent provider of visual and performing arts training and education;
- improving opportunities for collaboration between the VCA and the University's faculties and provision of visual and performing arts training and education on the VCA Southbank site;
- fulfilling the potential of the VCA Southbank site to become an internationally recognised precinct for training and education in the visual and performing arts; and
- enhancing the reputation of both the University and the VCA.

## **2. Process of Negotiation, Transition and Implementation**

*Both parties agree that:* the negotiation, transition and implementation of any integration proposal are to proceed as follows:

- establishment of joint Integration Steering Committee;

- development of Heads of Agreement for approval by the Councils of the VCA and the University of Melbourne;
- development of a joint Communications Plan which encompasses key management elements as well as internal and external communications components, for immediate implementation upon finalisation of the Heads of Agreement;
- development of a more detailed Implementation Plan, to be jointly approved and effective from 1 January 2006;
- period of transition during 2006, with full integration by 1 January 2007;
- subject to the Victorian Government approval, legislation to give effect to the integration to be introduced in either the Autumn 2006 or Spring 2006 session of State Parliament, with date of effect from 1 January 2007;
- agreement that throughout the integration process the management of relationships with both the State and Federal Governments will be conducted jointly; and
- subject to the signing of these Heads of Agreement, the President of the VCA Council is to be granted observer status with speaking rights at the Council of the University of Melbourne for the transition year. Upon amendment to the Melbourne University Act, the Chair of the VCA Advisory Board is to be appointed to the Council of The University of Melbourne for a period of three years from 1 January 2007.

### **3. VCA Purpose and Vision**

*Both parties agree that:* the status, uniqueness and reputation of the VCA and its statutory objects, strategic purpose, vision and educational programs are to be recognised within these Heads of Agreement, University legislation and the amended Melbourne University Act. This includes but is not limited to reflecting clauses 1 and 7 of these Heads of Agreement in an appropriate University statute.

### **4. Governance and Structure**

*Both parties agree that:*

- 4.1 the VCA is to be recognised and established as a separately constituted faculty of the University (the “faculty of the VCA”); and
- 4.2 within the VCA provision is to be made for an advisory council or board (the “VCA Advisory Board”) which includes representatives of the visual and performing arts and other relevant sectors and whose structure, terms of reference and initial membership will be subject to the approval of the Councils of both the VCA and the University.

### **5. Title, Branding, Publicity and Marketing**

*Both parties agree that:* within the framework and style guidelines operating from time to time in relation to the management of the University’s brand the VCA is to:

- retain its title and logo (pentagram representing the five senses intertwined) for the purposes of branding, publicity and marketing of the VCA as a distinct entity and its programs both in Australia and internationally;
- be fully included in the University’s marketing strategies and processes, including but not limited to performing and visual arts markets; and

- maintain its own public face through branded publications and advertising which also acknowledge its place within the University.

## **6. Location, Use, Management and Development of the VCA's Southbank site**

*Both parties agree:*

- 6.1 to seek formal Government approval, either through amendment to the Melbourne University Act or by means of a restricted Crown Grant or statutory zoning, that the use of the VCA's Southbank site be designated for the purpose of education;
- 6.2 that the VCA is to remain based on its current site within the Southbank Arts Precinct so as to facilitate the high level of integration and collaboration the VCA already enjoys with visual and performing arts providers within that precinct;
- 6.3 that the purpose and use of the VCA's Southbank site is to remain designated for training, education, research and community programs associated with the visual and performing arts, but is to allow for the expansion of programs provided by the VCA through possible relocation on the Southbank site of related University programs and activities;
- 6.4 that the VCA and the University will conduct and submit for approval by the Councils of the VCA and University, prior to finalisation with the Victorian Government of the legislative changes necessary to effect the integration, a master plan for the long-term development of the VCA site at Southbank. The conduct of the master plan will be undertaken in accordance with principles, objectives, implementation priorities and time frames agreed by the VCA and the University prior to the approval of these Heads of Agreement, and shall include but not be restricted to:
  - subject to their acquisition, conversion of the Police Stables for VCA use,;
  - provision of upgraded facilities for the School of Production;
  - upgrade of the Grant Street Theatre;
  - upgrade of Dance studio facilities on St Kilda Road;
  - landscaping of Sturt Street frontage;
  - closure and integration of Dodds Street into the VCA campus;
  - provision for a proposed Conservatorium of Music;
  - inclusion of the VCA Secondary School site at Miles Street, Southbank, as an integral part of the VCA's operations within the Southbank Precinct;
  - provision of facilities to enhance interaction with the Arts community; and
  - ensuring complementarity with associated Victorian Government master planning implementation for the Southbank Arts precinct.
- 6.5 that the University of Melbourne collaborate with the VCA on a submission to the Commonwealth Government Capital Development Fund for funding for the upgrade of Film & Television infrastructure to accommodate the 16:9 digital

wide-screen format for the commencement of 2008 and that, whatever the outcome of this submission, this be a priority in the University's capital expenditure program.

## 7. Educational Programs

- 7.1 *Both parties acknowledge that:* the configuration of educational programs and location of the VCA provide a unique opportunity for developing and delivering collaborative artistic training and education which is based around production, performance and exhibition in a best practice model for meeting contemporary student and industry expectations. Because of this configuration and the associated knowledge and skills of its staff, one expectation of any integration is that the VCA will take a leading role within the University in the strategic directions for the development and provision of performing and visual arts training and education within the University and in their subsequent implementation.
- 7.2 *Both parties agree that:* the VCA's educational programs are to continue to be managed in accordance with the statutes and regulations, policies and procedures of the University of Melbourne in a manner that ensures:
- the principles and practice of the VCA's talent-based entry policy for students are retained;
  - as a faculty of the University, the VCA is able to continue to exercise high levels of autonomy over the conduct and future development of its educational programs so as to ensure their current integrity and quality are maintained and that proper regard continues to be paid to:
    - the ongoing development of the art forms, studio practices and courses (currently Art, Dance, Drama, Film and Television, Music, Production, Community Cultural Development) offered through the VCA within a multi-disciplinary context;
    - the place and role that the compulsory common curriculum subjects, designed as curriculum specifically for practising artists and provided through the Centre for Ideas, have within these programs;
    - the development of new or expanded educational offerings;
    - the VCA's commitment to provide individual and small group tuition within an arts practice environment with an emphasis on context, performance, production and exhibition and with studio practice as its core; and
    - the need to manage the curricula flexibly within a structure and timeframe which, while satisfying Academic Board requirements, allows for assessment through performance, production and exhibition as well as formal written assessment;
  - the VCA graduation ceremony and the joint University and VCA testamur be retained;
  - the Wilin Centre for Indigenous Arts and Cultural Development, which is committed to a reconciliation and transformational agenda in respect

of indigenous issues for the VCA's students, staff and curriculum and the wider visual and performing arts community, is retained as a discrete unit of the Faculty of the VCA with its own advisory committee; and

- any proposals which may affect the educational programs of the VCA are discussed at an early stage with the Dean and Director of the College.

## **8. Research**

*Both parties acknowledge that:*

- a closer association between the VCA and the University will provide opportunities for realising the VCA's potential to achieve stronger research outcomes relevant to its educational disciplines and to secure increases in funded research higher degree places; and
- academic staff of the VCA are practising artists as well as academic teachers, and that this is to continue to be encouraged as part of professional practice and research.

## **9. Staff**

*Both parties agree that:*

- upon any integration staff of the VCA who are currently employed by the VCA under its own enterprise agreement are to become employees of the University of Melbourne and subject to the terms and conditions of the University of Melbourne enterprise agreement, and the VCA enterprise agreement shall be cancelled;
- in undertaking this transfer to the University of Melbourne's enterprise agreement a joint assessment by the appropriate implementation working party and the Integration Steering Committee shall be made to ensure that VCA staff transfer on terms, conditions, classification and salary levels which on balance are equivalent to or better than their current terms and conditions;
- upon any integration the University of Melbourne will assume all liabilities for accrued entitlements of employees of the VCA and all liabilities arising out of such employment;
- the VCA and the University will collaborate closely in any enterprise agreement negotiations and Higher Education Workplace Reform Requirements implementation being undertaken in the period up to any formal integration so as to facilitate the subsequent transfer of VCA staff to the University. The University and the VCA will provide written assurance of no forced redundancies of staff of the VCA as a direct result of any integration agreement; and
- upon signing of these Heads of Agreement the University's Vice-Principal Human Resources and the VCA's Deputy Director (Resources) will jointly develop protocols, for approval by the Vice-Chancellor and the Director, VCA, that will ensure that during the period prior to the date of integration any actual or potential liabilities attributable to employee entitlements and staffing appointments made by the VCA that are to be assumed by the University upon integration are being prudently managed.

## **10. Students**

*Both parties acknowledge that:*

- 10.1 VCA students are already students of the University for purposes of their enrolment and graduation and agree that, as an outcome of any integration, VCA students are to have the same rights and privileges as other students of the University, including the same entitlements to access its facilities, services and activities; and
- 10.2 the VCA Student Union (VCASU) is a separate legal entity and separate negotiations between it and the University of Melbourne's student association will be a matter for those student bodies.

## **11. Alumni**

*Both parties acknowledge that:* VCA alumni are already alumni of the University and agree that, within the University's overarching policy framework for managing alumni relations, the VCA will be able to continue to own its alumni relationships, and to administer its own alumni chapter.

## **12. Load Management**

*Both parties agree that:*

- 12.1 the VCA's base load for Commonwealth supported places (CSP) is to be 698 equivalent full time student load and 35 research training scheme (RTS) places;
- 12.2 the University will collaborate with and support the VCA on initiatives designed over time to secure an increase in Commonwealth supported places for the VCA's courses where demand so warrants, by means of new places allocated by the Commonwealth and/or by transfer of load within the University, recognising that these additional places would be funded at the rate applicable to the appropriate funding cluster at that time; and
- 12.3 upon any integration the VCA as a faculty of the University will play a key role in planning and achieving its agreed student profile within the University's overall load management process and that any proposed variations in its CSP and RTS allocations will be subject to negotiation and agreement with the VCA as part of the University's annual student profile planning process.

## **13. Annual Operational Funding**

*Both parties agree that:* one of the core objectives of any integration is to maintain and over time to strengthen the funding available for the VCA's educational activities and that in fulfilment of that objective the following arrangements will apply to the determination of the VCA's annual funding allocation:

- 13.1 in the year of transition the Vice-Chancellor and the Director of the VCA are to arrange for a jointly sponsored review of all support and administrative services and "general University cost" items of expenditure (i.e. utilities, insurances, copyright, IT network infrastructure, University-wide publications, examinations and graduations) currently funded by the VCA and jointly to determine, in light

of the review, which of those services and general University cost items are to continue to be provided by the faculty of the VCA and those which for reasons of improved effectiveness or efficiency should be provided by the University for and on behalf of the VCA;

- 13.2 for the first year of integration, the total amount of funding to be allocated to the VCA 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 the faculty of the VCA;
  - b equals the gross amount earned or estimated to be earned by the VCA in respect of the conduct of its various activities in the first year of transition and, with respect to its CSP load and RTS places (assuming a CSP load of 698 EFTSL and 35 RTS places), includes the same level of funding received by the VCA in 2005 plus (1) the rate of annual indexation applied by the Commonwealth to its Commonwealth Grants Scheme and RTS funding and (2) the additional funding generated as a result of the decision of the VCA to increase student contributions linked to Commonwealth supported places by 25%; and
  - c equals the amount agreed between the Vice-Chancellor and the Dean and Director of the VCA, having regard to the amounts previously applied by the VCA to those services and items of expenditure, as being a reasonable contribution by the VCA towards the costs to be met by the University in respect of the VCA's support and administrative services and general University cost items agreed pursuant to sub-clause 13.1 to be provided by the University.

- 13.3 in the first year of any integration a review of the University's internal budget allocation process will be undertaken so as to enable the VCA to be incorporated for funding purposes as a faculty from the second year of integration in a manner that ensures it continues to receive, with respect to its educational and educational support services (including its focus on practical training) and the other support services agreed pursuant to sub-clause 13.1 to be retained within the faculty of the VCA, a level of funding, adjusted with respect to Commonwealth grants by the appropriate rate of annual indexation, that is not less than it would have expected to have received pursuant to the arrangements set out in sub-clause 13.2;
- 13.4 from the second year of any integration, the VCA is to be eligible for any funding increases associated with exceeding its revenue targets or the University's budget incentives, in the same manner as is applicable to other faculties;
- 13.5. in the fifth year of any integration, the Vice-Chancellor and the Director and Dean of the VCA are jointly to arrange for a review to determine whether it is feasible to align the VCA's funding arrangements more closely with those applicable to other faculties, without compromise to the ongoing viability of the VCA or the funding of its educational programs;
- 13.6 in the first year of any integration the University will establish, for at least a period of five years, a VCA Integration Fund the proceeds of which are to be

applied by the Vice-Chancellor, after consultation with the Dean and Director of the VCA, on projects directly to the benefit of the VCA and the integration process; and

- 13.7 the Vice-Chancellor and the Dean and Director of the VCA may at any time agree to vary the funding arrangements set out in this clause if in their view to do so would be in the interests of the VCA and the process of integration.

#### **14. Financial Assets**

*Both parties agree that:*

- 14.1 upon integration the University of Melbourne will become the legal owner of the financial assets of the VCA and that these assets will be made available for use by the VCA as part of the University;
- 14.2 upon any integration, all investments, trusts, actual and pledged bequests and donations, grants, prizes and scholarships both of a general and specific nature pertaining to the VCA will be administered in accordance with University policies and procedures in relation to such matters (noting that in relation to trusts, the enabling Victorian legislation will transfer trustee obligations to the University of Melbourne Council) but will continue to be applied for the benefit of the VCA, its students and staff as originally intended;
- 14.3 upon any integration all investments or accumulated surpluses held by the VCA will be pooled into the University's investment portfolio and that the VCA will receive a credit for its invested funds in accordance with University policy;
- 14.4 upon any integration the University shall become liable to pay the liabilities of the VCA, including those that might accrue after that date; and
- 14.5 upon signing of these Heads of Agreement the University's Vice-Principal and Chief Financial Officer and the VCA's Deputy Director (Resources) will jointly develop protocols for approval by the Vice-Chancellor and the Director, VCA, that will ensure that during the period prior to the date of integration any actual or potential financial liabilities of the VCA to be assumed by the University upon integration are being prudently managed.

#### **15. Physical Assets**

*Both parties agree that:* at the time of any integration the University of Melbourne shall become the legal owner of any assets currently owned by the VCA and that these shall be retained for use by the VCA for the purposes of supporting its educational programs, teaching and administration.

#### **16. Information Systems and Software**

*Both parties agree that:*

- during the transition year prior to integration the University and the VCA will collaborate on planning for the full integration of the human resources and financial management information systems of the VCA with those of the University, to be operational from the effective day of integration;

- upon any integration the University and the VCA will collaborate on achieving a full integration of all other management information systems of the VCA with those of the University; and
- upon any integration the VCA will be supported with all necessary information technology and software upgrades in accordance with the University's IT maintenance and upgrade strategies and plans.

## **17. Management Structures**

*Both parties agree that:* upon any integration the Director of the College is to be titled "Director and Dean, VCA" or equivalent, and shall be responsible and accountable directly to the Vice-Chancellor.

## **18. Administration**

*Both parties agree that:*

- 18.1 the VCA will work with the University to determine by the end of the year of transition what functions and processes should in the interests of improved productivity and effectiveness be provided at a University level and what should be retained at the VCA entity level for the purposes of improving the quality and efficiency of its administration. Such review(s) shall give due consideration and weight to the requirements of providing effective and responsive services to students and staff on a campus which is separate from the University's Parkville campus; and
- 18.2 the University and the VCA will collaborate on a joint submission to the Commonwealth Government Collaboration and Structural Reform Fund for funding to cover costs incurred by this integration, including but not limited to such matters as library and information technology upgrades, systems integration and Film and Television infrastructure and equipment.

## **19. Quality Assurance**

*Both parties agree that:* the VCA is to be subject to the University's annual quality assurance processes and accountability cycle.

## **20. Victorian College of the Arts Secondary School**

*Both parties acknowledge that:* the importance to the VCA that it maintains its existing close and integrated connections with the VCA Secondary School and agree, subject to any overriding State Government requirements or duty of care obligations, to support retention of that connection and the proposed VCA Secondary School development at Miles Street, Southbank, which also includes residential accommodation for VCA students.

## **21. Public and Stakeholder Communication Strategy**

*Both parties agree that:* the University and the VCA will jointly develop a communication plan in respect of any integration proposal and that 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 any integration proposal must include an agreed implementation and transition plan which makes provision for regular review during the period of transition; and
- 22.2 wherever required, all stamp duty and GST implications of any transfer of financial and physical assets be paid by the University of Melbourne.

## **23. Review and Amendment**

*Both parties agree that:*

- 23.1 upon any integration, a VCA Integration Committee be established by the University Council, for a period of not less than five years, comprising equal membership of the University Council and the Advisory Board of the VCA, with a shared chairing arrangement and with terms of reference to include the following:
  - i. To review and advise University Council at least annually whether the implementation of the integration is proceeding in accordance with the Heads of Agreement;
  - ii. To advise Council what action, if any, is necessary to rectify implementation, where implementation arrangements are not congruent with the Heads of Agreement;
  - iii. Where such amendments are considered to be of benefit to the VCA and the University, to recommend amendments to the Heads of Agreement; and
  - iv. To commission, through the Vice-Chancellor and the Director and Dean, VCA, a substantial review during the fifth year of any integration to advise the University Council and the VCA Advisory Board whether the vision and purpose of the integration of the VCA as a faculty of the University are being achieved and, if not, what action(s) should be taken to rectify this. Such review may be undertaken in conjunction with the review of funding arrangements in accordance with clause 13.5 of these Heads of Agreement.
- 23.2 the following arrangements apply to amendment of the Heads of Agreement:
  - from the date of their approval by the Councils of the VCA and the University up to the date integration takes effect, the Heads of Agreement may be amended by the joint approval of these Councils;
  - from the date of integration up to a period of five years after integration, the Heads of Agreement may be amended by the Council of the University, but may only do so on the recommendation of the VCA Integration Committee; and
  - after five years from the date of integration the Heads of Agreement may be amended by the Council of the University, but may only do so after considering a report from the Director and Dean, VCA.

**On behalf of the University of Melbourne**

(Sgd: Ian Renard)

Mr Ian Renard  
*Chancellor*

Date: 15 November 2005

**On behalf of the Victorian College of the Art**

(Sgd: Ian McRae)

Mr Ian McRae  
*President, VCA Council*

Date: 15 Nov 05

(Sgd: Glyn Davis)

Professor Glyn Davis  
*Vice-Chancellor*

Date: 15 November 2005

(Sgd: Andrea Hull)

Professor Andrea Hull AO  
*Director*

Date: 15 Nov. 05

[Made 11/9/06.]