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SCHEDULE 3	
DEED OF COVENANT	
(Clause 3.5)	

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### **DEED OF COVENANT**

#### THIS DEED is made

### **BETWEEN**

[Insert the name of the Governance Entity] (the "Governance Entity")

### AND

**HER MAJESTY THE QUEEN** in right of **N**ew Zealand acting by the Minister in Charge of Treaty of Waitangi Negotiations (the "Crown")

### **BACKGROUND**

- A. Under a deed of settlement dated [ ] between Ngāti Mutunga and the Crown (the "Deed of Settlement"), the Crown agreed, subject to the terms and conditions specified in the Deed of Settlement, to provide certain Redress to an Entity to be established under clause 3.4 of the Deed of Settlement.
- B. The Governance Entity was established on [date] as the Entity to:
  - be established by Ngāti Mutunga under clause 3.4 of the Deed of Settlement; and
  - receive the Redress to be provided to the Governance Entity under the Deed of Settlement.
- C. As required by clause 3.5 of the Deed of Settlement, the Governance Entity enters into this Deed with the Crown.

### IT IS AGREED as follows:

# 1. CONFIRMATION OF RATIFICATION

1.1 The Governance Entity confirms that it has been ratified by Ngāti Mutunga (by a ratification process agreed in writing by the Crown and the Mandated Signatories as agent for Ngāti Mutunga) as an appropriate Entity to receive the Redress that is to be provided to it under the Deed of Settlement.

### 2. COVENANT

- 2.1 The Governance Entity covenants with the Crown that, from the Date of this Deed, the Governance Entity:
  - 2.1.1 is a party to the Deed of Settlement as if it had been named as a party to the Deed of Settlement and had signed it;
  - 2.1.2 must comply with all the obligations of the Governance Entity under the Deed of Settlement; and
  - 2.1.3 is bound by the terms of the Deed of Settlement.

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# NGĂTI MUTUNGA DEED OF SETTLEMENT: SCHEDULE 3

### **DEED OF COVENANT**

<ol><li>RATIFICATION AND CONFIRMATION OF ACKNOWLEDGEMENTS AND ACTIC</li></ol>
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- 3.1 The Governance Entity ratifies and confirms:
  - 3.1.1 all acknowledgements and agreements made by Ngāti Mutunga in the Deed of Settlement; and
  - 3.1.2 all rights and powers exercised, all waivers given, all amendments agreed to, and any other actions taken in relation to the Deed of Settlement, by the Ngāti Mutunga lwi Authority as the agent for Ngāti Mutunga under clause 3.7 of the Deed of Settlement and agrees to be bound by them.

### 4. NOTICES

- 4.1 Notices to the Governance Entity and to the Crown may be given in the same manner as provided in clause 17.5 of the Deed of Settlement.
- 4.2 The Governance Entity's address where notices may be given is: [Details to be inserted].

### 5. INTERPRETATION

SIGNED as a deed on [

- 5.1 Unless the context requires otherwise:
  - 5.1.1 terms or expressions defined in the Deed of Settlement have the same meanings in this Deed; and
  - 5.1.2 the rules of interpretation in the Deed of Settlement apply (with all appropriate changes) to this Deed.

]

[Insert appropriate signing provisions for the Governance En						
WITNESS						
Name:						
Occupation: Address:						

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# **NGĀTI MUTUNGA DEED OF SETTLEMENT: SCHEDULE 3**

# **DEED OF COVENANT**

SIGNED for and on behalf of HER MĀJESTY THE QUEEN in right of New Zealand by the Minister in Charge of Treaty of Waitangi Negotiations in the presence of:

WITNESS						
	·		<del></del>			
Name:						
Occupation:						
Address:						