

SCHEDULE 3

DEED OF COVENANT

(Clause 3.6)

DEED OF SETTLEMENT: SCHEDULE 3

DEED OF COVENANT

THIS DEED is made

BETWEEN

[insert name of Governance Entity] (the **Governance Entity**)

AND

HER MAJESTY THE QUEEN in right of New Zealand by the Minister in Charge of Treaty of Waitangi Negotiations (the **Crown**)

BACKGROUND

- A Under a deed of settlement dated [] between Ngaati Ruanui and the Crown (the "**Deed of Settlement**"), the Crown agreed to provide certain redress to the Governance Entity, which was to be established by Ngaati Ruanui, subject to certain terms and conditions specified in the Deed of Settlement.
- B The Governance Entity was established on *[date]* as the entity to be established by Ngaati Ruanui under **clause 3.3** of the Deed of Settlement and to receive the Redress to be provided by the Crown to the Governance Entity under the Deed of Settlement.
- C As required by **clause 3.6** of the Deed of Settlement, the Governance Entity covenants with the Crown as set out in this Deed of Covenant.

NOW THE GOVERNANCE ENTITY AGREES with the Crown as follows:

1. GOVERNANCE ENTITY'S COVENANT

- 1.1 The Governance Entity confirms that it has been ratified by Ngaati Ruanui as an appropriate body to which the Crown will provide the Financial and Commercial Redress and the Cultural Redress under the Deed of Settlement except:
 - 1.1.1 for the redress provided under **clause 8.1.1(a)** of the Deed of Settlement;
 - 1.1.2 where **clause 8.4** of the Deed of Settlement applies, for any Redress provided to the Ratified Transferee; and
 - 1.1.3 for any redress provided under **clause 9.2.27** of the Deed of Settlement.
- 1.2 The Governance Entity covenants with the Crown that, from the Date of this Deed, the Governance Entity:
 - 1.2.1 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;
 - 1.2.2 must comply with all the obligations of the Governance Entity under the Deed of Settlement; and
 - 1.2.3 is bound by the terms of the Deed of Settlement.

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- 1.3 The Governance Entity ratifies and confirms all acknowledgments and agreements made in the Deed of Settlement.
- 1.4 The Governance Entity ratifies and confirms all elections and acknowledgements made by, all waivers given by, and all other actions taken in relation to the Deed of Settlement by, the agent appointed on behalf of Ngaati Ruanui under **clause 3.4** of the Deed of Settlement and agrees to be bound by them.

2. NOTICES

- 2.1 Notices to the Governance Entity may be given in the same manner as provided in **clause 13.3** of the Deed of Settlement.
- 2.2 The Governance Entity's address where notices may be given is: *[Details to be inserted]*

3. INTERPRETATION

- 3.1 In this Deed of Covenant, unless the context otherwise requires, **Deed of Settlement** means the deed referred to in **clause A** of the Background.
- 3.2 Terms defined in the Deed of Settlement have the same meanings in this Deed, unless the context requires otherwise.
- 3.3 The rules of interpretation set out in **clause 14.2** of the Deed of Settlement apply in the interpretation of this Deed of Covenant.

SIGNED as a deed.

[insert appropriate signing provisions for the Governance Entity]

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

Name:
Occupation:
Address:

*APTA
now*