

# **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 Ngati Tama 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 3.3 of the Deed of Settlement.
- B. The Governance Entity was established on [date] as the Entity to:
  - be established by Ngati Tama under clause 3.3 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.

## NOW THE GOVERNANCE ENTITY AGREES with the Crown as follows:

### 1. CONFIRMATION OF RATIFICATION

1.1 The Governance Entity confirms that it has been ratified by Ngati Tama 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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#### **DEED OF COVENANT**

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- 3.1 The Governance Entity ratifies and confirms:
  - 3.1.1 all acknowledgements and agreements made by Ngati Tama 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 Mandated Signatories as the agent for Ngati Tama under clause 3.4 of the Deed of Settlement and agrees to be bound by them.

## 4. NOTICES

- 4.1 Notices to the Governance Entity may be given in the same manner as provided in clause 13.3 of the Deed of Settlement.
- 4.2 The Governance Entity's address where notices may be given is: [Details to be inserted]
- 5. INTERPRETATION
- 5.1 In this Deed of Covenant, unless the context otherwise requires:
  - 5.1.1 Deed of Settlement means the deed referred to in clause A of the Background; and
  - 5.1.2 terms defined in the Deed of Settlement have the same meanings.
- 5.3 The rules of interpretation in clause 14.5 of the Deed of Settlement apply in the interpretation of this Deed of Covenant.

SIGNED as a Deed on [ ].

[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

WITINESS		
Name:	 	
Occupation:		

MITNESS

Address: