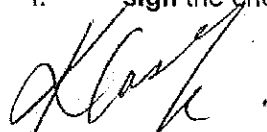


Education Report: Assignment of Sponsorship for Vanguard Military School

Recommendations

We recommend that the Minister of Education:

- a. **note** that on 10 September 2014 you approved, under Clause 34.12 of the Partnership School Agreement (the Agreement), the transfer of sponsorship of the Partnership School, Vanguard Military School, from ADVANCE TRAINING CENTRES LIMITED to ADVANCE TRAINING GROUP LIMITED (METIS 894825 refers). The related Gazette Notice was published on 18 December 2014;
- b. **note** that you need to separately approve assignment of ADVANCE TRAINING CENTRES LIMITED's rights and obligations under the Agreement to ADVANCE TRAINING GROUP LIMITED;
- c. **note** that ADVANCE TRAINING CENTRES LIMITED has prepared a Deed of Assignment of sponsorship (the Deed) for execution (METIS 901532 refers), which will meet this need;
- d. **note** that ADVANCE TRAINING GROUP LIMITED has advised that it wants the Deed to be executed before finalising the 2015 Variation Agreement;
- e. **note** that the Deed provides that "the parties acknowledge that execution of a facsimile copy of the deed and transmission thereof by facsimile each to the other or their respective agents or solicitors shall be sufficient to constitute offer and acceptance and to satisfy the requirements of the Property Law Act 2007"; and
- f. **sign** the enclosed Deed of Assignment for transmission to the other parties.



Katrina Casey
Deputy Secretary
Sector Enablement and Support

Encl

NOTED/APPROVED



Hon Hekia Parata
Minister of Education

19/5/15

NOTED

David Seymour
Under-Secretary to the
Minister of Education

___/___/___

Education Report: Assignment of Sponsorship for Vanguard Military School

Purpose of Report

1. This report seeks your signature on a Deed of Assignment of sponsorship of the Vanguard Military School, under Clause 34.5 of the Partnership School Agreement, by the original sponsor, ADVANCE TRAINING CENTRES LIMITED, to ADVANCE TRAINING GROUP LIMITED.

Background

2. Vanguard Military School was one of the first round of Partnership Schools, opening in February 2014. The Sponsor was ADVANCE TRAINING CENTRES LIMITED (Company Number 1060844).
3. On 10 September 2014 you approved, under Clause 34.12 of the Partnership School Agreement (the Agreement) ADVANCE TRAINING GROUP LIMITED (Company Number 4612272), as the new Sponsor for the school (METIS 894825 refers). A Gazette Notice was published on 18 December 2014 to this effect.
4. You need to approve separately the assignment of the former Sponsor's rights and obligations under the Agreement to ADVANCE TRAINING GROUP LIMITED.
5. You have also approved a Variation Agreement, including adjustment of the Guaranteed Minimum Roll and quarterly operations payments for 2015 (METIS 901532 refers). That Education Report noted that a Deed of Assignment of sponsorship (the Deed) was being prepared to effect the assignment.
6. ADVANCE TRAINING GROUP LIMITED has advised that it wants the Deed to be executed before finalising the 2015 Variation Agreement.
7. The Deed provides that "the parties acknowledge that execution of a facsimile copy of the deed and transmission thereof by facsimile each to the other or their respective agents or solicitors shall be sufficient to constitute offer and acceptance and to satisfy the requirements of the Property Law Act 2007."
8. A copy of the Deed is attached for your signature.

ADVANCE TRAINING CENTRES LIMITED

"Assignor"

AND

ADVANCE TRAINING GROUP LIMITED

"Assignee"

AND

MINISTER OF EDUCATION

"Minister"

DEED OF ASSIGNMENT

THIS DEED dated the 19 day of May 2015

BETWEEN ADVANCE TRAINING CENTRES LIMITED (Company Number 1060844)
("Assignor")
AND ADVANCE TRAINING GROUP LIMITED (Company Number 4612272)
("Assignee")
AND MINISTER OF EDUCATION (the Sovereign in right of New Zealand
acting by and on behalf of the Minister of Education) ("Minister")

BACKGROUND

- A. The Assignor is the sponsor under a contract with the Minister dated 16 September 2013 (the "Contract") relating to a partnership school operating under section 158D of the Education Act 1989 (the "Act").
- B. The Assignor wishes to assign all the rights and obligations of the sponsor under the Contract to the Assignee as and from 1 April 2015 (the "Date of Assignment").
- C. The Minister has consented to the assignment of the Contract to the Assignee.
- D. The parties have agreed to enter into this deed to record the agreements reached.

OPERATIVE PART

1. Assignment

In consideration for the Assignee entering this deed, the Assignor hereby transfers, assigns and sets over to the Assignee all its rights, remedies, obligations and interest in the Contract.

2. Right To Assign

The Assignor confirms that it has the right to assign its rights (with the consent of the Minister) under clause 34.5 of the Contract to the Assignee.

3. Assignee's covenants with Assignor

The Assignee covenants with the Assignor that as from the Date of Assignment the Assignee will at all times:

- (a) comply with all of the Assignor's obligations in the Contract; and
- (b) indemnify the Assignor against all actions, proceedings, calls, liabilities, costs, expenses, claims, demands, damages or losses of any kind arising through default being made by the Assignee on or after the Date of Assignment in the observance and performance of the Assignee's obligations under the Contract.

4. Assignor's warranties

The Assignor warrants that:

- (a) all covenants contained or implied in the Contract to be observed or performed by the Assignor have been and will be observed or performed up to and including the Date of Assignment; and
- (b) the Contract is a valid and continuing contract.

5. Assignee's covenant with the Minister

The Assignee covenants with the Minister that the Assignee will at all times from and after the Date of Assignment observe and perform all the covenants contained or implied in the Contract as the continuing sponsor under the Contract.

6. Assignor's acknowledgement to the Minister

The Assignor acknowledges to the Minister that the Assignee's covenants contained in this deed are not in substitution for and do not reduce, prejudice or vary the Assignor's liability under the Contract.

7. The Minister's acknowledgement and consent

The Minister consents to the assignment of the Contract but without prejudice to the Minister's rights and remedies under the Contract.

8. Facsimile Copies

The parties acknowledge that execution of a facsimile copy of this deed and transmission thereof by facsimile each to the other or their respective agents or solicitors shall be sufficient to constitute offer and acceptance and to satisfy the requirements of the Property Law Act 2007.

EXECUTED as a deed.

**SIGNED by ADVANCE TRAINING)
CENTRES LIMITED as Assignor)
by its sole director in the presence of:)**

Signature of Witness

Name of Witness:

Occupation of Witness:

Address of Witness:

**SIGNED by ADVANCE TRAINING)
GROUP LIMITED as Assignee by)
its sole director in the presence of:)**

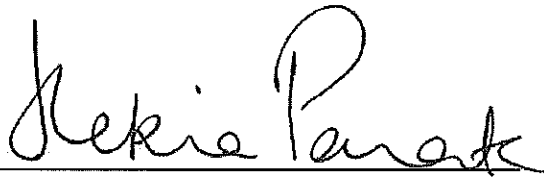
Signature of Witness


Name of Witness:

Occupation of Witness:

Address of Witness:

**SIGNED by the MINISTER OF)
EDUCATION in the presence of:)**




Signature of Witness

Name of Witness:

Occupation of Witness: **ADVISOR**

Address of Witness:

s 9(2)(a) OIA