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**DEED OF NOVATION OF INTEGRATION AGREEMENT**  
**[Catholic Cathedral College, Christchurch]**

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Ministry of Education  
PO Box 1666  
Wellington



1.2 All references in the Integration Agreement to the Original Proprietor in any capacity shall be read and applied as if they were references to the New Proprietor.

## **2. RELEASE OF ORIGINAL PROPRIETOR**

2.1 The Original Proprietor is released from all obligations, duties and responsibilities as proprietor under the Integration Agreement with effect on and from the Effective Date specified in Clause 6.1.

## **3. ASSUMPTION OF RIGHTS AND OBLIGATIONS BY NEW PROPRIETOR**

3.1 The New Proprietor assumes all the obligations, duties and responsibilities of the Original Proprietor and has all the rights and benefits of the Original Proprietor under the Integration Agreement and under the Act.

3.2 The New Proprietor is responsible for all outstanding obligations, including obligations arising from any acts or omissions by the Original Proprietor in breach of the provisions of the Integration Agreement or the Act, as if such obligations, acts or omissions were those of the New Proprietor.

## **4. TRANSFER OF ORIGINAL PROPRIETOR'S INTEREST**

4.1. The New Proprietor will, within three months from the Effective Date, procure the transfer or assignment of such rights, interests or entitlements of the Original Proprietor relating to the School property that are necessary to enable the New Proprietor to fulfil its duties, obligations and responsibilities under the Integration Agreement and the Act as a consequence of the novation.

4.2 The Original Proprietor will execute any documents or other instruments for the transfer or assignment of such rights, interests or entitlements that are reasonably required by the New Proprietor for the purpose of compliance with clause 4.1.

## **5. MINISTER'S APPROVAL TO NOVATION**

5.1 The Minister approves the novation of the Integration Agreement subject to the Original Proprietor and New Proprietor complying fully with the provisions of clause 4.

## **6. EFFECTIVE DATE**

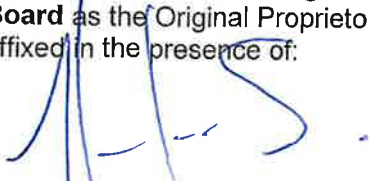
6.1 The effective date of novation is the date on which this deed is signed by all parties (Effective Date).

## **7. CONFIRMATION OF INTEGRATION AGREEMENT**

7.1 The Integration Agreement is amended by the substitution of the New Proprietor for the Original Proprietor by reason of novation but is confirmed in all other respects.

**SIGNED AS A DEED**

**THE COMMON SEAL OF the Catholic Cathedral College Trust Board** as the Original Proprietor was affixed in the presence of:



Signature of Simon Thompson,  
[Diocesan General Manager, Catholic Diocese of Christchurch]

29/1/24

Date



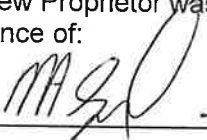
Signature of Michael Gielen [Roman Catholic Bishop of Christchurch]

7/2/24

Date



**THE COMMON SEAL OF the Roman Catholic Bishop of Christchurch** as the New Proprietor was affixed in the presence of:



Signature of Michael Gielen [Roman Catholic Bishop of Christchurch]

Date 7/2/24



**SIGNED** for and on behalf of **HIS MAJESTY THE KING IN RIGHT OF NEW ZEALAND** by the **HON Erica Stanford**, Minister of Education, in the presence of:



Hon Erica Stanford

31-3-24

Date

**Signature of witness**

Alexis Helena Poppelbaum

**Name of witness**

Elected Member of Auckland Council

**Occupation**

Auckland

**City/town of residence**