

DEED OF NOVATION OF INTEGRATION AGREEMENT

This Deed is made on the 17th day of December 2019

between:

The Trustees of the Christian Brothers New Zealand ("the Original Proprietor")

and

~~The~~ Roman Catholic Bishop of the Diocese of Dunedin ("the New Proprietor")

and

Her Majesty the Queen in right of New Zealand acting by and through the Minister of Education ("the Minister"),

together the Parties

in relation to St Kevin's College (Oamaru) ("the School").

Background

- A. By an Integration Agreement dated 31 March 1983 between the Minister and the Original Proprietor ("Integration Agreement"), the School was established as a state Integrated school pursuant to the Private Schools Conditional Integration Act 1975.
 - B. The Original Proprietor, pursuant to the "Deed of Transfer" executed by the Original Proprietor and the New Proprietor, dated 23 September 2019, have agreed that the New Proprietor will assume responsibility for and become custodian of, the School, on the terms and conditions set out in the Deed of Transfer.
 - C. Accordingly, the Original Proprietor wishes to be released from, and the New Proprietor is willing to assume all of the Original Proprietor's rights, duties and obligations under the Integration Agreement (and the Education Act 1989) in relation to the School.
 - D. The original Proprietor and the New Proprietor, with the approval of the Minister, now wish to give effect to the change in proprietor of the School by novation of the Integration Agreement.
 - E. The Minister of Education is satisfied that the New Proprietor is capable of discharging the responsibilities of the proprietor under Part 33 of the Education Act 1989 (the Education Act), including responsibility for supervising, maintaining and preserving the education with a special character provided by the School, as defined in the Integration Agreement.
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Operative provisions

The Parties agree as follows with effect on and from the Effective Date specified in clause 6.1:

1 NOVATION OF INTEGRATION AGREEMENT

- 1.1 The New Proprietor is substituted for the Original Proprietor under the Integration Agreement as if the New Proprietor had been an original party as proprietor under the Integration Agreement.
- 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 as prescribed under the Education 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 Education 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 all 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 Education 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 11 December 2019 (*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.

8 NOMINATION

- 8.1 The New Proprietor, with the prior written approval of the Minister (which may not be unreasonably withheld or delayed) may appoint a nominee to exercise any of the rights or receive any of the benefits conferred on the New Proprietor by this agreement. Should the New Proprietor appoint a nominee under this clause then, notwithstanding such nomination, the New Proprietor will:

- (a) remain liable to the Minister for the performance of all of the New Proprietor's covenants and obligations under this deed;
- (b) procure and deliver to the Minister a Deed of Nomination to this deed executed by the proposed nominee by which the proposed nominee will be bound in all respects by and be a party to this deed.

Execution as a Deed

Signed on the 4th day of December 2019 by:

The common seal of **THE TRUSTEES OF THE CHRISTIAN BROTHERS NEW ZEALAND** as the Original Proprietor was affixed in the presence of



Signature of Trustee

Signature of Trustee

By signing this Deed, each representative of the Original Proprietor confirms that s/he has the authority to sign for and on behalf of that Proprietor.

Signed on the 4th day of December 2019 by:

the **ROMAN CATHOLIC BISHOP OF THE DIOCESE OF DUNEDIN** by the Most
Reverend Michael Joseph Dooley and sealed with his Seal of Office as the New
Proprietor, in the presence of:

Signature of the Bishop [Signature]

Signature of Witness [Signature]



Name of Witness [Signature]

Occupation [Signature]

City/town of residence DUNEDIN

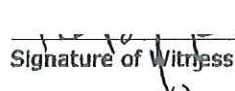
By signing this Deed, each representative of the New Proprietor confirms that s/he has the
authority to sign for and on behalf of that Proprietor.

Signed on the 17th day of December 2019 by:

Her Majesty the Queen in right of New Zealand, acting by and through the Minister of Education:



Hon Chris Hipkins


Signature of Witness

Name of Witness

Public servant
Occupation

Wellington
City/town of residence