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**DEED OF NOVATION OF INTEGRATION AGREEMENT**

**Sacred Heart College, Napier**

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Ministry of Education  
PO Box 1666  
Wellington

DEED dated this 27 day of June 2017.

## PARTIES

**MISSION COLLEGE NAPIER TRUST BOARD** ("Current Proprietor")

**ROMAN CATHOLIC BISHOP OF THE DIOCESE OF PALMERSTON NORTH**  
("New Proprietor")

**HER MAJESTY THE QUEEN** acting by and through the **MINISTER OF EDUCATION**  
("Minister")

## INTRODUCTION

- A. The Current Proprietor and the Minister are parties to the deed of agreement as varied by supplementary agreements ("the Integration Agreement"), dated 29 March 1983 which established **Sacred Heart College, Napier** ("School") as an integrated school pursuant to section 7(2) of the Private Schools Conditional Integration Act 1975 ("Integration Act").
- B. The Integration Act was subsequently repealed and the rights, duties and obligations of the Current Proprietor and the Minister in respect of the Integration Agreement are now pursuant to Part 33 of the Education Act 1989 ("Education Act").
- B. The Current Proprietor wishes to be released from, and the New Proprietor is willing to assume all of the Current Proprietor's rights, duties and obligations under the Integration Agreement and the Education Act in relation to the School.
- D. The Current Proprietor and the New Proprietor, with the approval of the Minister, now wish to give effect to the change of proprietor by novation of the Integration Agreement.
- E. The Minister is satisfied that the New Proprietor is capable of discharging the responsibilities of the proprietor under the Integration Agreement and Education Act, including responsibility for supervising, maintaining and preserving the education with a special character as defined in the Integration Agreement and Education Act provided by the School.

## **OPERATIVE PROVISIONS**

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 Current 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 Current Proprietor in any capacity shall be read and applied as if they were references to the New Proprietor.

### **2. RELEASE OF CURRENT PROPRIETOR**

- 2.1 The Current 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 Current Proprietor and has all the rights and benefits of the Current Proprietor under the Integration Agreement and 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 Current 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 CURRENT 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 Current Proprietor relating to the School property that are necessary to enable the New Proprietor to fulfill its duties, obligations and responsibilities under the Integration Agreement and the Education Act as a consequence of the novation.
- 4.2 The Current 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 Current Proprietor and New Proprietor complying fully with the provisions of this deed of novation.

**6. EFFECTIVE DATE**

6.1 The effective date of novation is 1 July 2017 ("Effective Date")

**7. CONFIRMATION OF INTEGRATION AGREEMENT**

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

**SIGNED AS A DEED**

THE COMMON SEAL OF THE  
MISSION COLLEGE NAPIER TRUST  
BOARD as the Current Proprietor was  
affixed in the presence of:



Signature of Trustee

Signature of Trustee

SIGNED BY CHARLES EDWARD  
DRENNAN THE ROMAN CATHOLIC  
BISHOP OF THE DIOCESE OF  
PALMERSTON NORTH and sealed with  
his seal of Office in the presence of:



Signature of witness

SOPHIA MACRIS

Name of witness

PERSONAL ASSISTANT

Occupation

PALMERSTON NORTH

City/town of residence

SIGNED for and on behalf of  
HER MAJESTY THE QUEEN by  
the MINISTER OF EDUCATION,  
Hon Nikki Kaye in the presence  
of:

*Nikky*

*MM*

Signature of witness

*Brigitte Marten*

Name of witness

*Senior Advisor*

Occupation

*Wellington*

City/town of residence

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**HER MAJESTY THE QUEEN** acting by and through the **MINISTER OF EDUCATION**  
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- D. The Current Proprietor and the New Proprietor, with the approval of the Minister, now wish to give effect to the change of proprietor by novation of the Integration Agreement.
- E. The Minister is satisfied that the New Proprietor is capable of discharging the responsibilities of the proprietor under the Integration Agreement and Education Act, including responsibility for supervising, maintaining and preserving the education with a special character as defined in the Integration Agreement and Education Act provided by the School.

## **OPERATIVE PROVISIONS**

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

### **2. RELEASE OF CURRENT PROPRIETOR**

- 2.1 The Current 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 Current Proprietor and has all the rights and benefits of the Current Proprietor under the Integration Agreement and under the Education Act.
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### **4. TRANSFER OF CURRENT 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 Current Proprietor relating to the School property that are necessary to enable the New Proprietor to fulfill its duties, obligations and responsibilities under the Integration Agreement and the Education Act as a consequence of the novation.
- 4.2 The Current 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 Current Proprietor and New Proprietor complying fully with the provisions of this deed of novation.



**6. EFFECTIVE DATE**

6.1 The effective date of novation is 1 July 2017 ("Effective Date")

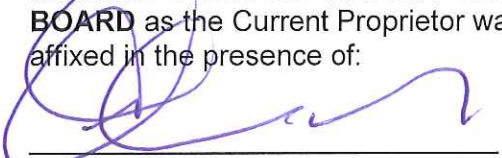
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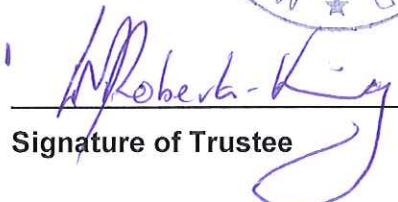
7.1 The Integration Agreement is amended by the substitution of the New Proprietor for the Current Proprietor by reason of novation but is confirmed in all other respects.

**SIGNED AS A DEED**

**THE COMMON SEAL OF THE MISSION COLLEGE NAPIER TRUST BOARD** as the Current Proprietor was affixed in the presence of:




  
Signature of Trustee

  
Signature of Trustee

**SIGNED BY CHARLES EDWARD DRENNAN THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF PALMERSTON NORTH** and sealed with his seal of Office in the presence of:



  
Signature of witness

SOPHIA MACRIS  
Name of witness

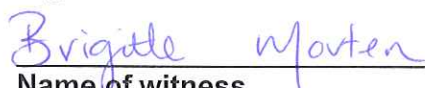
PERSONAL ASSISTANT  
Occupation

PALMERSTON NORTH  
City/town of residence

**SIGNED** for and on behalf of  
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**Hon Nikki Kaye** in the presence  
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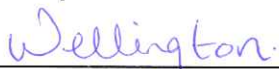
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**Name of witness**



**Occupation**



**City/town of residence**

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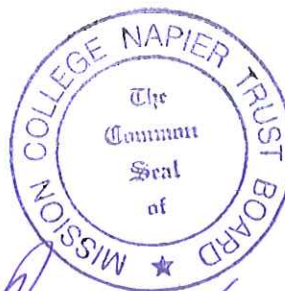
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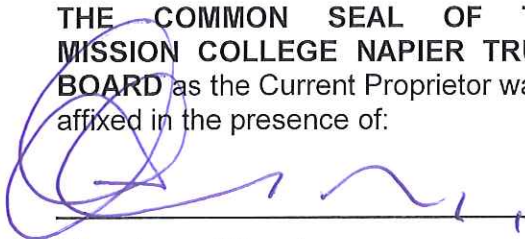
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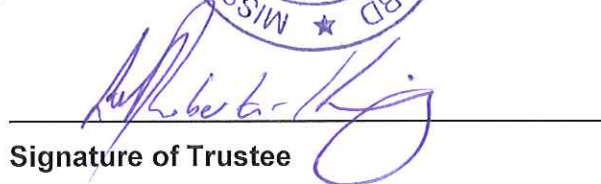
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**THE COMMON SEAL OF THE MISSION COLLEGE NAPIER TRUST BOARD** as the Current Proprietor was affixed in the presence of:






Signature of Trustee




Signature of Trustee

**SIGNED BY CHARLES EDWARD DRENNAN THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF PALMERSTON NORTH** and sealed with his seal of Office in the presence of:



  
Signature of witness

  
Name of witness

  
Occupation

  
City/town of residence

SIGNED for and on behalf of  
HER MAJESTY THE QUEEN by  
the MINISTER OF EDUCATION,  
Hon Nikki Kaye in the presence  
of:



Signature of witness



Name of witness



Occupation



City/town of residence