
**SUPPLEMENTARY AGREEMENT TO
INTEGRATION AGREEMENT
St Joseph's School Taihape - Relocation**

DEED of Agreement dated 7 February 2007

PARTIES

HER MAJESTY THE QUEEN ACTING BY AND THROUGH THE MINISTER OF EDUCATION ("Minister of Education")

THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF PALMERSTON NORTH a Corporation Sole ("Proprietor")

INTRODUCTION

- A. The Proprietor as the owner of St Joseph's School Taihape ("School") and the Minister of Education signed an Integration Agreement dated 1 March 1983 under section 7(2) of the Private Schools Conditional Integration Act 1975 ("Integration Agreement") whereby the School was established as an integrated school.
- B. The Proprietor and the Minister of Education have signed the following Supplementary Agreements dated 6 May 1984, 26 January 1987, 29 August 1991, 11 May 1994, 19 February 1996, 18 May 1998, 9 April 1999, 9 April 1999, 30 November 2000, 13 July 2001 and 6 June 2005. These Supplementary Agreements amending the Integration Agreement for the School are included in the term "Integration Agreement".
- C. The Proprietor has advised the Minister of Education that the School site in Wren Street, Taihape is located near the base of the "West Taihape landslip" which is active and subject to continuing movement.
- D. The Proprietor has received engineering advice that the relocation of the School should be treated with urgency.
- E. The Proprietor consulted with the Ministry of Education on the availability of an alternative site to relocate the School in Taihape.
- F. The Minister of Education has agreed to lease to the Proprietor land at Rauma Road, Taihape to assist the Proprietor to relocate the School as an interim arrangement.
- G. The Proprietor and the Minister of Education have agreed to vary the Integration Agreement for the School as from the effective date to provide for the relocation of the School on the land leased by the Proprietor at Rauma Road, Taihape.

COVENANTS

1. VARIATIONS TO THE INTEGRATION AGREEMENT

- 1.1 The Proprietor and the Minister of Education hereby agree that the Integration Agreement for the School be amended by deleting the First Schedule describing the Proprietor's land, buildings and other improvements and the Second Schedule describing the School premises and substituting the First and Second Schedules to this Deed of Agreement.

- 1.2 The parties also agree that clauses 3(a), 3(b) and 4 of the Integration Agreement shall be read with such modification as necessary reflecting the changes to the First and Second Schedules.

2. EFFECTIVE DATE

- 2.1 The effective date of this Deed of Agreement shall be **7 February 2007**.

3. CONFIRMATION OF INTEGRATION AGREEMENT

- 3.1 The Minister of Education and the Proprietor hereby confirm that in all other respects the Integration Agreement as amended by this Supplementary Deed of Agreement is confirmed.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to consist of a first name followed by a surname, though the specific characters are not clearly legible.

SECOND SCHEDULE

Description of land, buildings and other improvements comprising the School premises

The Proprietor's land held as Licensee under the Licence to Occupy as described in the **First Schedule together with** all the School buildings and other improvements as are more particularly shown on the **attached** Assets Register Plan of St Joseph's School Taihape which forms part of this Schedule.



SIGNED AS A DEED

SIGNED for and on behalf of **HER MAJESTY THE QUEEN** by **KATHY PHILLIPS, WELLINGTON**
Senior Manager National Operations,
Ministry of Education
in the presence of:



Kathy Phillips

Witness to signature:



Signature of witness

Sophia George

Name of witness

Personal Assistant

Occupation

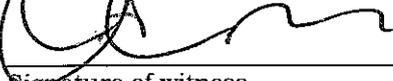
Wellington

City/town of residence

Signed by **PETER JAMES CULLINANE**
THE ROMAN CATHOLIC BISHOP OF
THE DIOCESE OF PALMERSTON
NORTH and sealed with his seal of
office: in the presence of:



Witness to signature:



Signature of witness

Anthony Michael Murphy

Name of witness

Manager

Occupation

Palmerston North

City/town of residence