

**SCHEDULE 3**

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**DEED OF COVENANT**

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**(Clause 3.5)**

**DEED OF SETTLEMENT: SCHEDULE 3**

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**DEED OF COVENANT**

**THIS DEED** is made

**BETWEEN**

[*insert name of Governance Entity*] (the **Governance Entity**)

**AND**

**HER MAJESTY THE QUEEN** in right of New Zealand by the Minister in Charge of Treaty of Waitangi Negotiations (the **Crown**)

**BACKGROUND**

- A. Under a deed of settlement dated [ ] between Ngati Tama and the Crown (the "Deed of Settlement"), the Crown agreed, subject to the terms and conditions specified in the Deed of Settlement, to provide certain Redress to an Entity to be established under clause 3.3 of the Deed of Settlement.
- B. The Governance Entity was established on [date] as the Entity to:
- be established by Ngati Tama under clause 3.3 of the Deed of Settlement; and
  - receive the Redress to be provided to the Governance Entity under the Deed of Settlement.
- C. As required by clause 3.5 of the Deed of Settlement, the Governance Entity enters into this Deed with the Crown.

**NOW THE GOVERNANCE ENTITY AGREES** with the Crown as follows:

**1. CONFIRMATION OF RATIFICATION**

- 1.1 The Governance Entity confirms that it has been ratified by Ngati Tama as an appropriate Entity to receive the Redress that is to be provided to it under the Deed of Settlement.

**2. COVENANT**

- 2.1 The Governance Entity covenants with the Crown that, from the Date of this Deed, the Governance Entity:

2.1.1 is a party to the Deed of Settlement as if it had been named as a party to the Deed of Settlement and had signed it;

2.1.2 must comply with all the obligations of the Governance Entity under the Deed of Settlement; and

2.1.3 is bound by the terms of the Deed of Settlement.

