Cooperation Arrangement

Between

The New Zealand Qualifications Authority

And

The Education Bureau Of The Government Of The Hong Kong
Special Administrative Region Of The People’s Republic Of China
(Hong Kong, China)

On The Development Of Qualifications Frameworks

The New Zealand Qualifications Authority and the Education Bureau of the Government of the Hong Kong Special Administrative Region of the People’s Republic of China (hereinafter referred to as “the Participants”):

Recalling the New Zealand – Hong Kong, China Closer Economic Partnership Agreement (hereinafter referred to as “the Agreement”) and the importance placed therein on the desirability of developing greater understanding of and confidence in each other’s quality assurance and qualifications recognition processes;

Further Recalling the Arrangement on Education Cooperation between the Ministry of Education, New Zealand and the Education Bureau of the Government of the Hong Kong Special Administrative Region of the
People’s Republic of China, which builds on commitments made on education cooperation in the Agreement; and

Desirous of further expanding and enriching such education cooperation;

Have reached the following understandings:
Paragraph I

Objective

1.1 Together, the Participants desire to establish, strengthen, promote and develop cooperation in relation to the development of their respective qualifications frameworks, these being the New Zealand Qualifications Framework (hereinafter referred to as ‘the NZQF’); and the Hong Kong Qualifications Framework (hereinafter referred to as “the HKQF”). Such cooperation will take place on the basis of mutual benefit.

Paragraph II

Areas Of Cooperation

2.1 The Participants acknowledge the function of qualifications frameworks in supporting education and training in the pursuit of lifelong learning and the need to optimise the recognition of educational achievement and its contribution to economic, social and cultural success; and in making clearer pathways to further education, training and employment.

2.2 The Participants desire to encourage exchanges of experience with the purpose of developing greater understanding of, and confidence in, each other’s quality assurance and qualifications recognition processes, which may include, but is not restricted to, the following:

a. Exchanges of experience in the development and implementation of qualifications frameworks;

b. Encouragement and promotion of technical cooperation that will be of mutual benefit to the Participants in the further development and implementation of the qualifications frameworks;

c. Exploration of the compatibility of the NZQF and the HKQF;
d. Exploration of the comparability of the NZQF and the HKQF qualifications.

2.3 The Participants will within such time as agreed by both Participants develop a jointly-decided work programme covering the activities and cooperation to be carried out. This work programme may be modified at any time with the consent of the Participants.

Paragraph III

Designated Contact Points

3.1 Each Participant will designate a contact point or points, and provide details of such contact points to the other Participant, to facilitate communications and coordinate responses between the Participants on matters covered by this Arrangement.

3.2 The Participants will notify each other promptly of any amendments to the details of their contact points.

Paragraph IV

Financial Arrangements

4.1 Activities of cooperation and collaboration to be carried out under this Arrangement will be subject to the availability of funds and resources of both Participants.

4.2 Each Participant will bear its own costs and expenses in relation to the implementation of this Arrangement.
Paragraph V

Confidentiality And Intellectual Property

5.1 Where a Participant provides information to the other Participant in the implementation of this Arrangement and designates the information as confidential, the other Participant will maintain the confidentiality of the information. Such information will be used only for the purposes specified, and will not be disclosed without the written permission of the Participant providing the information, except to the extent that it may be required to be disclosed in the context of judicial proceedings.

5.2 Where a Participant provides information containing proprietary intellectual property to the other Participant in the implementation of this Arrangement, such intellectual property will be protected in accordance with the respective laws and regulations of each Participant and in such manner consistent with their obligations under international agreements on intellectual property. Before providing such information, the Participants may discuss and conclude any specific additional arrangements regarding the treatment of such information.

Paragraph VI

Entry Into Effect, Duration And Termination

6.1 This Arrangement will come into effect on the date of signature by both Participants.

6.2 Any modification or revision to the content of this Arrangement will be made by mutual written consent of both Participants, which will come into effect on the date to be agreed by them.
6.3 This Arrangement may be terminated at any time by either Participant by giving three months prior notice in writing to the other Participant. Such termination will not affect activities that are ongoing at the date of termination of this Arrangement. The Participants may however discuss the further conduct of such activities.

Signed in duplicate in Wellington on 23 March 2015 in the English language.

For the New Zealand Qualifications Authority

For the Education Bureau of the Government of the Hong Kong Special Administrative Region of the People’s Republic of China

Dr. Karen Poutasi
Chief Executive

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Chief Manager