



QQI

Quality and Qualifications Ireland
Dearbhú Cáilíochta agus Cáilíochtaí Éireann



Mana Tohu Mātauranga o Aotearoa
New Zealand Qualifications Authority

MEMORANDUM OF COOPERATION

BETWEEN

THE NEW ZEALAND QUALIFICATIONS AUTHORITY

AND

QUALITY AND QUALIFICATIONS IRELAND

This **Memorandum of Cooperation** (MoC) is entered into

BETWEEN:

The New Zealand Qualifications Authority ("NZQA"), a Crown entity continued under Subpart 2 of Part 5 of the Education and Training Act 2020, whose offices are located at 125 The Terrace, Wellington, New Zealand, 6140.

AND

Quality and Qualifications Ireland ("QQI"), a State agency established by the Qualifications and Quality Assurance (Education and Training) Act 2012, whose offices are located at 26/27 Denzille Lane, Dublin 2 D02 P266, Ireland

the NZQA and QQI (each a "Participant" and together "the Participants")

AND

Updating the previous Memorandum of Cooperation between NZQA and QQI dated December 2017

AND

Desirous of further expanding and enriching cooperation on each other's quality assurance and qualifications recognition processes

AND

Recognising the function of qualifications recognition in supporting education and lifelong learning; contributing to economic, social and cultural success; and making clearer mobility pathways to further education, training and employment between New Zealand and Ireland,

The Participants record their following understandings:

1

OBJECTIVE

1.1 Together, the Participants desire to strengthen, develop and promote cooperation and understanding in order to:

- a. fulfil their respective roles of ensuring that New Zealand and Irish qualifications are accepted as credible and robust both nationally and internationally; and
- b. contribute to government and education sector priorities by increasing international understanding, comparability and recognition of New Zealand and Irish qualifications for both study and employment; and
- c. assist the mobility of learners and skilled workers by increasing their confidence that their qualifications and, where possible, periods of study undertaken in New Zealand and Ireland will be recognised; and
- d. encourage exchanges of knowledge and information, advice and expertise, with the purpose of developing greater understanding of, and confidence in, each other's qualifications and quality assurance.

2

AREAS OF COOPERATION

2.1 Areas of cooperation may include, but are not restricted to:

- a. exchanges of information on qualifications and quality assurance matters and ideas on the future of qualifications, quality assurance and other related initiatives; such as academic integrity, micro-credentials, qualifications frameworks, national registers of qualifications, digital transformation of credentials, regulatory qualifications, international learners, learner protection, and assessment practices

- b. supporting the use of national and regional qualifications frameworks and international conventions as tools for the regulation and recognition of qualifications
- c. encouraging and promoting technical cooperation that will be of mutual benefit to the Participants in the implementation of qualifications recognition; for example, developing and maintaining a national register of qualifications
- d. establishing and maintaining a programme of staff exchanges between the Participants as a means of deepening the sharing of knowledge and experience and providing professional development opportunities for staff. The detail of any such programme will be developed as part of any Terms of Reference (ToR) covered in section 2.2.

2.2 The Participants, within such time as they agree may jointly develop ToR covering the areas of cooperation. The ToR may be modified at any time with the agreed consent of the Participants.

3

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 MoC.

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

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FINANCIAL ARRANGEMENTS

4.1 This MoC does not give rise to any financial obligation between the Participants and any ToR which arise out of any of the areas of cooperation set out above 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 MoC.

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CONFIDENTIALITY AND INTELLECTUAL PROPERTY

5.1 Where a Participant provides information to the other Participant 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 by law, or may need to be disclosed to Ministers of the Crown or Government or relevant government agencies.

5.2 In relation to personal information, QQI is legislatively bound under the EU General Data Protection Regulation, 2016/679 (GDPR) and as such will adhere to the regulations in relation to the transfer and receipt of any personal data.

5.3 Where a Participant provides information containing proprietary intellectual property to the other Participant:

- a. the Participant providing the information will alert the other Participant to the elements that are proprietary intellectual property; and
- b. the receiving Participant will take all reasonable steps to protect that intellectual property in accordance with the respective laws and regulations of that Participant and their obligations under international agreements on intellectual property.

5.4 Before providing information containing proprietary intellectual property, the Participant providing it may discuss and conclude any specific additional arrangements regarding the treatment of such information with the other Participant.

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ENTRY INTO EFFECT, DURATION AND TERMINATION

6.1 This MoC will come into effect on the date of the second Participant's signing.

6.2 Modifications or revisions to the content of this MoC may be made by mutual written consent of the Participants, and will come into effect on the date to be determined by them.

6.3 This MoC 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.

IN WITNESS THEREOF, the Participants hereby have caused this Memorandum of Cooperation to be executed by their duly authorised representatives.

For and on behalf of: Quality and Qualifications Ireland 	For and on behalf of: New Zealand Qualifications Authority 
Dr Pdraig Walsh <i>Chief Executive</i> Signed this day of November 2023	Dr Grant Klinkum <i>Chief Executive</i> Signed this 17...day of November 2023