

**MEMORANDUM OF
UNDERSTANDING ON
LABOUR COOPERATION
BETWEEN
HONG KONG, CHINA
AND NEW ZEALAND**

The Labour Department of the Government of the Hong Kong Special Administrative Region of the People's Republic of China, in the name of Hong Kong, China, and the Department of Labour of New Zealand, in the name of New Zealand (hereinafter referred to as "the Parties" or individually as "Party", unless the context otherwise requires):

Desiring to strengthen the trade and economic relationship between Hong Kong, China and New Zealand;

Considering the *Hong Kong, China - New Zealand Closer Economic Partnership Agreement*;

Considering the objectives of the International Labour Organisation ("ILO"), which the Parties firmly support;

Committed to the pursuit of sustainable development, taking into account the social, environmental, cultural and economic circumstances of the Parties, and noting that it is essential for economic prosperity;

Recognising the commitments made by the Parties in this Memorandum of Understanding on Labour Cooperation between Hong Kong, China and New Zealand ("MOU"), with each Party seeking to improve working conditions and protect and enhance basic workers' rights in its own Area, taking into account the different domestic contexts, including development, social, cultural and historical backgrounds;

Desiring to strengthen bilateral cooperation on labour matters to contribute to the development of appropriate approaches to sustainable development issues;

Reaffirming the commitment of the Parties to develop the content of their bilateral agenda and to share the knowledge and experience gained; and

Convinced that cooperation between the Parties in the abovementioned matters will serve their mutual interests;

Have agreed as follows:

Article 1: Objectives

The objectives of the Parties under this MOU are to:

- (a) through cooperation and dialogue between the Parties, strengthen the broader relationship and facilitate the improvement of the Parties' capacities to address labour matters;
- (b) enhance the well-being of the respective Parties' workforces progressively, through the promotion of sound labour policies and practices, and better understanding of each Party's labour system; and
- (c) provide a forum to discuss and exchange views on labour issues of interest or concern.

Article 2: General Provisions

1. The Parties respect the right of each Party to set its own policies and priorities, and to set, administer and enforce its own labour laws and regulations.
2. The Parties affirm their respective commitment to the principles of the *ILO Declaration on Fundamental Principles and Rights at Work and its Follow-up (1998)*.
3. The Parties recognise that it is inappropriate to set or use their labour laws, regulations, policies and practices for trade protectionist purposes.
4. The Parties recognise that it is inappropriate to encourage trade or investment by weakening or reducing the protections afforded in their labour laws, regulations, policies and practices.

5. Recognising the desirability of clear and well understood labour policies and practices and the utility of broad domestic consultation with stakeholders in formulating these policies, each Party shall, *inter alia*, maintain close dialogue with its stakeholders.
6. Each Party shall promote public awareness of its labour laws and regulations domestically.

Article 3: Scope and Means of Cooperation

1. The Parties agree to cooperate on labour matters of mutual interest and benefit. Such cooperation shall be subject to the availability of resources, the respective priorities of the Parties and their domestic laws. The Parties shall mutually determine specific labour cooperative activities.
2. The Parties' intention is to identify and cooperate in labour areas of common interest and concern. To facilitate this, as an initial step, the Parties shall exchange lists of their areas of interest and expertise.
3. Cooperative activities may be implemented through a variety of means, such as the exchange of best practice and information, joint projects, studies, exchange visits, visits, workshops and dialogue, as the Parties may mutually determine.
4. Each Party may, having regard to its own domestic circumstances, decide to involve its unions and employers and/or other persons and organisations in its Area in identifying potential areas for cooperation and in undertaking cooperative activities.

Article 4: Institutional Arrangements

1. Each Party shall appoint a contact point within the six months following the entry into force of this MOU to:

- (a) facilitate communication between the Parties relating to the implementation of this MOU;
 - (b) establish a cooperation programme to be carried out within a specified period; and
 - (c) coordinate the cooperative activities referred to in this MOU.
2. The resources for cooperative activities shall be decided by the Parties on a case-by-case basis and shall depend on the budgets available. Any specific activity or project launched by mutual determination may, if necessary, be dealt with in a separate arrangement.
3. Each Party shall seek to obtain the resources required to support the mutually determined cooperative activities, and shall undertake the coordination for the effective implementation of this MOU.
4. The Parties, including senior officials of the government agencies responsible for relevant labour matters, shall meet within the first year after this MOU enters into force, and then on a regular basis, as mutually determined, to:
- (a) establish an agreed work programme of cooperative activities;
 - (b) oversee and evaluate cooperative activities;
 - (c) serve as a channel for dialogue on matters of mutual interest;
 - (d) review the operation and outcomes of this MOU; and
 - (e) provide a forum to discuss and exchange views on

labour issues of interest or concern with a view to reaching better understanding or consensus between the Parties on those issues.

5. The Parties may meet in person, via teleconference, via video-conference, or through any other means, as mutually determined by the Parties. The Parties may exchange information and coordinate activities between meetings using email, video-conferencing or other means of communication.
6. Each Party may, having regard to its own domestic circumstances, decide to consult with members of its public or domestic non-government sectors over matters relating to the operation of this MOU by whatever means that Party considers appropriate.

Article 5: Consultations

1. Should any issue arise over the interpretation, implementation or application of this MOU, a Party may request consultations with the other Party, through its contact point. The contact point shall identify the office or official responsible for the issue and assist as necessary in facilitating communications between the Parties. Any difference between the Parties under this MOU shall be settled amicably through consultation and negotiation. Neither Party shall refer any such difference to any third party or international tribunal for settlement.

2. If either Party requests a meeting with the other Party to assist in the resolution of any issue of the nature set out in Paragraph 1, the Parties shall meet as soon as practicable and, unless otherwise mutually determined, no later than 90 days following the receipt of the request.
3. The Parties may refer any issue of the nature set out in Paragraph 1 to a joint meeting of the Parties, which may include Ministers, Secretaries or Commissioners, for consultations.

Article 6: Final Provisions

1. This MOU shall enter into force 60 days after the Parties exchange written notification that any necessary domestic procedures for the entry into force of this MOU have been completed, or after such other period as the Parties may agree in the written notification, and shall remain in force until termination.
2. Either Party may terminate this MOU by giving six months' written notice of termination to the other Party. The termination of this MOU shall not affect the validity of any arrangements already made under this MOU.

3. This MOU shall apply equally to any successor bodies or agencies of the Labour Department of the Government of the Hong Kong Special Administrative Region of the People's Republic of China and the Department of Labour of New Zealand.

IN WITNESS WHEREOF, the undersigned, being duly authorised by their respective Governments, have signed this MOU.

Done in duplicate at Hong Kong and Wellington on the dates indicated, in the English language.

For the Labour Department of the Government of the Hong Kong Special Administrative Region of the People's Republic of China, in the name of Hong Kong, China

For the Department of Labour of New Zealand, in the name of New Zealand

Dated this day of 2010
HONG KONG

Dated this day of 2010
WELLINGTON