

**TECHNICAL SPECIFICATIONS FOR THE IMPLEMENTATION  
OF THE AGREEMENT ON SOCIAL SECURITY BETWEEN  
THE LIAISON AGENCY OF THE REPUBLIC OF KOREA AND  
THE LIAISON AGENCY OF NEW ZEALAND**

The National Pension Service (NPS), the Liaison Agency of the Republic of Korea, and the Ministry of Social Development, the Liaison Agency of New Zealand have approved the following in order to implement Article 13 of the Agreement on Social Security, in accordance with Section 2(1) of the Administrative Arrangement.

1. Each Liaison Agency will exchange information, which includes periods of coverage and amount of benefit, required to determine entitlement and rate of payment through a liaison form, pursuant to Article 5 or 6 of the Agreement.
  
2. Each Liaison Agency will cooperate to provide each other a list of events affecting continuing entitlement and mutual beneficiaries including changes in benefit amount and death when a Liaison Agency becomes aware of changes in a client's circumstances, or upon a request by the other Liaison Agency, as set out in Articles 13 of the Agreement and Section 4 of the Administrative Arrangement.
  
3. Each Liaison Agency will inform a determination of a benefit on a liaison

form after the Liaison Agency makes the determination of a benefit in accordance with Section 3(2) of the Administrative Arrangement.

4. Information about amount of benefits, as specified in Section 4(2) of the Administrative Arrangement will be exchanged between the Liaison Agencies. In the event one Liaison Agency requests the other Liaison Agency provide information regarding changes in benefit payments, the other Liaison Agency will provide the relevant information on an ad hoc basis. Such information will be exchanged through a liaison form.

5. Subject to the social security and privacy laws of each of the Contracting Parties and the information which may be exchanged in Section 4 of the Administrative Arrangement:

5.1 The Liaison Agencies may exchange information about any individual who is an applicant for, or in receipt of, a benefit as defined under the Agreement or the social security laws of the Contracting Parties for social security purposes in accordance with Article 13 of the Agreement and Section 4 of the Administrative Arrangement.

5.2 Except as provided for in this section, where a Liaison Agency (the "Requestor") requests information for social security purposes under Article 13 of the Agreement and Section 4 of the Administrative Arrangement, the other Liaison Agency will process the request within 30 working days of receipt and supply the information it holds or is lawfully able to obtain to the Requestor within 30 working days from

the date of processing, by means of a liaison form.

5.3 Where Liaison Agencies exchange information about an individual or individuals under this section, the liaison form:

(a) Will include the individual or individuals’:

(i) first name, surname or family name

(ii) maiden surname (where applicable)

(iii) New Zealand Client Number

(iv) Korean National Pension Number (or Korean Resident Registration Number)

(v) date of birth

(b) And may include information on any of the following changes of circumstances, with each change of circumstance being accompanied by an effective date or date of event, relevant to that individual or individuals’:

(i) change of name

(ii) change of spouse or partner status

(iii) death of client or spouse or partner

(iv) change of address

(v) change of bank account details

(vi) change in country of residence

- (vii) change of benefit status (e.g. benefit suspended, cancelled, expired, resumed or declined) and reason for the change
- (viii) change in benefit rate
- (ix) details of residence (where applicable)

5.4 Where a Liaison Agency requests personal information under Article 13 of the Agreement and Section 4 of the Administrative Arrangement:

- (a) the requesting Liaison Agency will inform the other Liaison Agency of the purpose for which the data is requested; and
- (b) no information will be exchanged if the exchange of such information does not comply with each Contracting Party's privacy laws.
- (c) where a Liaison Agency refuses to comply with a request under paragraph 5.4(b), that Liaison Agency will provide a written explanation for the refusal to the Requestor in a liaison form.

5.5 The Liaison Agencies will exchange information on changes in circumstances of mutual clients as soon as possible after those changes are known, by means of either:

- (a) in the case of a single client, a liaison form; or
- (b) in the case of more than one client, a list providing information on each and every individual client.

5.6 On receipt of information under this section, one Liaison Agency will confirm, in consultation with the other Liaison Agency, where required, that the client details provided match their records. Where satisfied that

the information relates to a particular client, the Liaison Agencies will update their records accordingly.

5.7 Recipients of New Zealand and Korean benefits will be advised of the exchange of information which may take place between the Liaison Agencies at the time of application. Applicants will also be informed of their review and appeal rights.

5.8 When the Liaison Agency of New Zealand requests personal information about the recipients of New Zealand and Korean benefits directly to the Liaison Agency of the Republic of Korea, a “Consent Form to Collect and Use Personal Information” of the recipient must be submitted. However, in the case of a recipient of New Zealand benefits without any Korean coverage period, the person should request in writing on his/her own, by submitting an application for the certificate of coverage.

5.9 The Liaison Agencies may, within the scope of their respective privacy law, jointly decide in writing to add, amend or delete items of information to be exchanged.

6. Application forms, Consent Form and liaison forms containing private information will be exchanged between the Liaison Agencies by registered air mail or via equivalent air courier service.

7. Information received on a liaison form from the other Liaison Agency will

be used only to reassess the beneficiaries' entitlement, and such information will not be used for any other purpose. Neither Liaison Agency that receives, under the Agreement, personal information about any individual from the other Liaison Agency may supply that information to any other country without the prior written consent of the individual concerned.

8. Subject to compliance with Regulation 242 of the New Zealand Social Security Regulations 2018, the Liaison Agency of New Zealand will carry out a 100% manual check of the client's:

- (a) name
- (b) New Zealand Client Number
- (c) Korean National Pension Number (or Korean Resident Registration Number)
- (d) date of birth

Where the information matches, the New Zealand Liaison Agency will update the client record manually. The client may be able to seek a review under section 391 of the New Zealand Social Security Act 2018.

9. The Liaison Agency of the Republic of Korea, before updating its records, will check the client's:

- (a) name
- (b) Korean National Pension Number (or Korean Resident Registration Number)
- (c) New Zealand Client Number
- (d) date of birth

and, if satisfied that the information matches, will update the client record accordingly.

10. Liaison forms containing individual's personal information received from the other Liaison Agency will be protected and destroyed in accordance with the respective privacy laws of the both Contracting Parties.
11. Neither Liaison Agency will re-use or re-assign New Zealand Client Number or Korean National Pension Number (or Korean Resident Registration Number) of a mutual beneficiary.
12. These Technical Specifications will commence on the same day the Agreement enters into force and will operate for the duration of the Agreement.

SIGNED in duplicate in the Korean, and English languages, both texts having equal validity.

For the Competent Institution  
of the Republic of Korea

For the Competent Institution  
of New Zealand

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Date :

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Date :

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Place :

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Place :