



**Committee on Government Procurement**

**ACCESSION OF AUSTRALIA TO THE  
AGREEMENT ON GOVERNMENT PROCUREMENT**

*Decision of the Committee of 17 October 2018*

The Committee on Government Procurement,

*Having regard* to Article XXIV:2 of the Agreement on Government Procurement done at Marrakesh on 15 April 1994 (the "1994 Agreement"), and Article XXII:2 of the 1994 Agreement on Government Procurement as amended by the Protocol Amending the Agreement on Government Procurement, done at Geneva on 30 March 2012 (the "amended Agreement")<sup>1</sup>;

*Having regard* to the decision of the Committee on Government Procurement on adoption of the text of the Protocol Amending the Agreement on Government Procurement, taken on 30 March 2012 (Appendix 1 to GPA/113 of 2 April 2012), and in particular its paragraphs 3 and 4;

*Considering* Australia's application for accession to the Agreement on Government Procurement, contained in document GPA/129 of 2 June 2015, the consultations held with the Parties to the Agreement on Government Procurement, and the additional documentation submitted by Australia and Parties in pursuance thereof;

*Decides* as follows:

1. In accordance with the provisions of Article XXIV:2 of the 1994 Agreement and Article XXII:2 of the amended Agreement, Australia may accede to the Agreement on Government Procurement on the terms of this decision including its attachments.
2. Australia shall submit its instrument of accession within twelve months of the date of this decision unless the period for submission of the instrument is extended by the Committee.
3. The Agreement on Government Procurement shall enter into force for Australia on the thirtieth day following the date of its accession, i.e. the date on which Australia's instrument of accession reproducing the terms of this decision, including its Attachment A, has been received by the Director-General.
4. Pursuant to paragraph 4 of the decision of the Committee on Government Procurement on adoption of the text of the Protocol Amending the Agreement on Government Procurement, taken on 30 March 2012 (Appendix 1 to GPA/113 of 2 April 2012), Australia shall be bound by the said Protocol from the date of entry into force of the Agreement on Government Procurement for it.
5. Australia shall provide access to all Parties to the Agreement on Government Procurement to the procurement that it covers under Appendix I as set out in Attachment A to this decision, from the date of entry into force of the Agreement on Government Procurement for it. From such date, the terms set out in Attachment A shall become an integral part of the Agreement on Government Procurement.
6. The Appendix I Annexes of the European Union, Iceland, Liechtenstein, and Norway under the amended Agreement will apply subject to the terms set out in Attachment B to this Decision,

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<sup>1</sup> The 1994 Agreement and the amended Agreement are hereafter referred to together as the "Agreement on Government Procurement".

from the date of entry into force of the Agreement on Government Procurement for Australia. From such date, the terms set out in Attachment B shall become an integral part of the Agreement on Government Procurement.

7. Switzerland's Appendix I Annexes to the 1994 Agreement shall apply as between Australia and Switzerland from the date of entry into force of the Agreement on Government Procurement for Australia until the Protocol Amending the Agreement on Government Procurement, done at Geneva on 30 March 2012, has entered into force for Switzerland. The Appendix I Annexes of Switzerland under the amended Agreement will apply subject to the terms set out in Attachment C to this Decision, from the date on which the Agreement on Government Procurement has entered into force for Australia and, in addition, the said Protocol has entered into force for Switzerland. From such date, the terms set out in Attachment C shall become an integral part of the Agreement on Government Procurement.

**ATTACHMENT A****TERMS OF ACCESSION OF AUSTRALIA TO THE  
REVISED AGREEMENT ON GOVERNMENT PROCUREMENT****APPENDIX I<sup>1</sup>**

## AUSTRALIA

(Authentic in the English Language only)

**ANNEX 1**

## CENTRAL GOVERNMENT ENTITIES

**Thresholds:**

Unless otherwise specified, this Agreement covers procurement by entities listed in this Annex, subject to the following thresholds:

Goods	SDR 130,000
Services	SDR 130,000
Construction Services	SDR 5,000,000

**List of Entities:**

1. Administrative Appeals Tribunal;
2. Attorney-General's Department;
3. Australian Aged Care Quality Agency;
4. Australian Bureau of Statistics;
5. Australian Centre for International Agricultural Research;
6. Australian Crime Commission (Australian Criminal Intelligence Commission);
7. Australian Electoral Commission;
8. Australian Federal Police;
9. Australian Institute of Criminology;
10. Australian Law Reform Commission;
11. Australian National Audit Office;
12. Australian Office of Financial Management (AOFM);
13. Australian Public Service Commission;
14. Australian Radiation Protection and Nuclear Safety Agency (ARPANSA);
15. Australian Research Council;
16. Australian Taxation Office;
17. Australian Trade and Investment Commission (Austrade);
18. Australian Transaction Reports and Analysis Centre (AUSTRAC);
19. Australian Transport Safety Bureau;
20. Bureau of Meteorology;
21. Commonwealth Grants Commission;
22. Department of Agriculture and Water Resources;
23. Department of Communications and the Arts;

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<sup>1</sup> In English only.

APPENDIX I	<b>AUSTRALIA</b>	ANNEX 1	Page 2/4
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24. Department of Defence (Note 4);
25. Department of Education and Training;
26. Department of Employment;
27. Department of Finance;
28. Department of Foreign Affairs and Trade;
29. Department of Health;
30. Department of Human Services;
31. Department of Immigration and Border Protection;
32. Department of Industry, Innovation and Science;
33. Department of Infrastructure and Regional Development;
34. Department of Parliamentary Services;
35. Department of Social Services;
36. Department of the Environment and Energy;
37. Department of the House of Representatives;
38. Department of the Prime Minister and Cabinet;
39. Department of the Senate;
40. Department of the Treasury;
41. Department of Veterans' Affairs;
42. Fair Work Commission;
43. Federal Court of Australia;
44. Geoscience Australia;
45. Inspector-General of Taxation;
46. IP Australia;
47. National Archives of Australia;
48. National Blood Authority;
49. National Capital Authority;
50. National Competition Council;
51. Office of Parliamentary Counsel;
52. Office of the Australian Accounting Standards Board;
53. Office of the Australian Information Commissioner;
54. Office of the Commonwealth Ombudsman;
55. Office of the Director of Public Prosecutions;
56. Office of the Fair Work Ombudsman;
57. Office of the Inspector-General of Intelligence and Security;
58. Office of the Official Secretary to the Governor-General;
59. Productivity Commission;
60. Professional Services Review Scheme;
61. Royal Australian Mint;
62. Safe Work Australia;
63. Seafarers Safety, Rehabilitation and Compensation Authority (Seacare Authority);
64. Workplace Gender Equality Agency.

### **Notes to Annex 1**

1. This Agreement only covers those entities listed (including an office within a listed entity) in this Annex.
2. Until 1 January 2019, this Agreement does not cover the procurement of motor vehicles by any entity listed in this Annex.
3. This Agreement does not cover procurement by or on behalf of the Australian Government Solicitor.
4. Department of Defence:
  - a. This Agreement does not cover Department of Defence procurement of the following goods due to paragraph 1 of Article III (Security and General Exceptions):

APPENDIX I	AUSTRALIA	ANNEX 1	Page 3/4
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FSC Reference No.	Description
1. 10	Weapons;
2. 12	Fire Control Equipment;
3. 13	Ammunition and Explosives;
4. 14	Guided Missiles;
5. 15	Aircraft and Airframe Structural Components;
6. 16	Aircraft Components and Accessories;
7. 17	Aircraft Launching, Landing, and Ground Handling Equipment;
8. 18	Space Vehicles;
9. 19	Ships, Small Craft, Pontoons and Floating Docks;
10. 20	Ship and Marine Equipment;
11. 23	Ground Effect Vehicles, Motor Vehicles, Trailers, and Cycles;
12. 28	Engines, Turbines, and Components;
13. 29	Engines Accessories;
14. 31	Bearings;
15. 46	Water Purification and Sewage Treatment Equipment;
16. 48	Valves;
17. 49	Maintenance and Repair Shop Equipment;
18. 54	Prefabricated Structures and Scaffolding;
19. 58	Communication, Detection, and Coherent Radiation Equipment;
20. 59	Electrical and Electronic Equipment Components;
21. 60	Fiber Optics Materials, Components, Assemblies, and Accessories;
22. 61	Electric Wire, and Power and Distribution Equipment;
23. 63	Alarm, Signal and Security Detection Systems;
24. 66	Instruments and Laboratory Equipment;
25. -	Specialty Metals.

Note: Whether a good is included within the scope of this Note shall be determined solely according to the descriptions provided in the right column above. U.S. Federal Supply Codes are provided for reference purposes only. (For a complete listing of the United States Federal Supply Codes, to which the Australian categories are approximately equivalent, see <http://www.fbo.gov>).

- b. This Agreement does not cover the following services, as elaborated in the Common Classification System and the WTO system of classification – MTN.GNS/W/120, due to paragraph 1 of Article III (Security and General Exceptions) (For a complete listing of Common Classification System, see: "<http://www.sice.oas.org/trade/nafta/chap-105.asp>").
- i. design, development, integration, test, evaluation, maintenance, repair, modification, rebuilding and installation of military systems and equipment (approximately equivalent to relevant parts of U.S. Product Service Codes A & J);

- ii. operation of Government-owned Facilities (approximately equivalent to U.S. Product Service Code M);
  - iii. space services (AR, B4 & V3); and
  - iv. services in support of military forces overseas.
- c. This Agreement does not cover the procurement of goods and services by, or on behalf of, the Defence Intelligence Organisation, the Australian Signals Directorate, or the Australian Geospatial-Intelligence Organisation.
- d. In respect of paragraphs 1 and 2 (Non-Discrimination) of Article IV of the Agreement (General Principles) the Australian Government reserves the right, pursuant to paragraph 1 of Article III (Security and General Exceptions) to maintain the Australian industry capability program and its successor programs and policies.

## ANNEX 2

### SUB-CENTRAL GOVERNMENT ENTITIES

#### Thresholds:

Unless otherwise specified, this Agreement covers procurement by entities listed in this Annex, subject to the following thresholds:

Goods	SDR 355,000
Services	SDR 355,000
Construction Services	SDR 5,000,000

#### List of Entities:

#### 1 AUSTRALIAN CAPITAL TERRITORY

- 1.1. ACT Auditor-General;
- 1.2. ACT Gambling and Racing Commission;
- 1.3. ACT Insurance Authority;
- 1.4. ACTION;
- 1.5. Capital Metro Authority;
- 1.6. Chief Minister, Treasury and Economic Development Directorate;
- 1.7. Community Services Directorate;
- 1.8. Cultural Facilities Corporation;
- 1.9. Education and Training Directorate;
- 1.10. Environment and Planning Directorate;
- 1.11. Health Directorate;
- 1.12. Housing ACT;
- 1.13. Independent Competition and Regulatory Commission;
- 1.14. Justice and Community Safety Directorate;
- 1.15. Legal Aid Commission;
- 1.16. Ombudsman of the ACT;
- 1.17. Territory and Municipal Services Directorate.

1.18. For the entities listed for the Australian Capital Territory, this Agreement does not cover the procurement of health and welfare services, education services, utility services or motor vehicles.

#### 2 NEW SOUTH WALES

- 2.1. Advocate for Children and Young People;
- 2.2. Board of Studies, Teaching and Educational Standards;
- 2.3. Crown Solicitor's Office;
- 2.4. Department of Education;
- 2.5. Department of Family and Community Services;
- 2.6. Department of Finance, Services and Innovation;
- 2.7. Department of Industry, Skills and Regional Development;
- 2.8. Department of Justice;
- 2.9. Department of Planning and Environment;
- 2.10. Department of Premier and Cabinet;
- 2.11. Environment Protection Authority;
- 2.12. Fire and Rescue NSW;
- 2.13. Health Care Complaints Commission;
- 2.14. Information and Privacy Commission (Note 2.37.c.);

- 2.15. Legal Aid Commission;
  - 2.16. Ministry of Health;
  - 2.17. Multicultural NSW;
  - 2.18. New South Wales Crime Commission;
  - 2.19. New South Wales Electoral Commission;
  - 2.20. NSW Food Authority;
  - 2.21. New South Wales Ombudsman;
  - 2.22. NSW Rural Assistance Authority;
  - 2.23. New South Wales Rural Fire Service;
  - 2.24. Office of the Director of Public Prosecutions NSW;
  - 2.25. Office of Environment and Heritage;
  - 2.26. Office of Local Government;
  - 2.27. Parliamentary Counsel's Office;
  - 2.28. Police Integrity Commission;
  - 2.29. Public Service Commission;
  - 2.30. State Emergency Service;
  - 2.31. State Insurance Regulatory Authority;
  - 2.32. Sydney Harbour Foreshore Authority;
  - 2.33. Sydney Olympic Park Authority;
  - 2.34. The Audit Office of New South Wales;
  - 2.35. The Treasury;
  - 2.36. Transport for NSW (Note 2.37.d.).
- 2.37. For entities listed for New South Wales, this Agreement does not cover:
- a. procurement of health and welfare services, education services or motor vehicles;
  - b. procurements undertaken by a covered entity on behalf of a non-covered entity;
  - c. procurement related to the functions of the Privacy Commission by the Information and Privacy Commission; or
  - d. procurement by Transport for NSW, related to the functions of the Transport Construction Authority, and The Country Rail Infrastructure Authority or its successor agencies.

### 3 NORTHERN TERRITORY

- 3.1. Aboriginal Areas Protection Authority;
- 3.2. Auditor General's Office;
- 3.3. Department of the Attorney-General and Justice;
- 3.4. Department of the Chief Minister;
- 3.5. Department of Environment and Natural Resources;
- 3.6. Department of Housing and Community Development;
- 3.7. Department of Health;
- 3.8. Department of the Legislative Assembly;
- 3.9. Department of Primary Industry and Resources;
- 3.10. Department of Tourism and Culture;
- 3.11. Department of Trade, Business and Innovation;
- 3.12. Department of Treasury and Finance;
- 3.13. Health and Community Services Complaints Commission;
- 3.14. Museum and Art Gallery of the Northern Territory;
- 3.15. Land Development Corporation;
- 3.16. Northern Territory Electoral Commission;
- 3.17. Northern Territory Police, Fire and Emergency Services;
- 3.18. Northern Territory Training Commission;
- 3.19. Office of the Commissioner for Public Employment;
- 3.20. Ombudsman's Office;



- 3.21. Racing Commission;
- 3.22. Remuneration Tribunal;
- 3.23. Strehlow Research Centre;
- 3.24. Territory Families;
- 3.25. Utilities Commission of the Northern Territory;
- 3.26. Work Health Authority.

3.27. For entities listed for the Northern Territory, this Agreement does not cover set-asides on behalf of the Charles Darwin University pursuant to Partnership Agreements between the Northern Territory Government and Charles Darwin University.

#### 4 QUEENSLAND

4.1. Entities declared to be departments pursuant to section 14 of the *Public Service Act 2008 (Qld)*;

- 4.2. Motor Accident Insurance Commission;
- 4.3. Nominal Defendant;
- 4.4. Public Safety Business Agency;
- 4.5. Public Service Commission;
- 4.6. Public Trust Office.

4.7. For the entities listed for Queensland this Agreement does not cover:

- a. procurement by covered entities on behalf of non-covered entities;
- b. procurement undertaken by departments, or parts of departments, which deliver health, education, training or arts services; or
- c. procurement of health services, education services, training services, arts services, welfare services, government advertising and motor vehicles.

4.8. For the entities listed for Queensland, Article XVI.2 (Transparency of Procurement Information - Publication of Award Information) does not apply for a period of three years from the date of entry to force of the Agreement so as to allow time for the entities listed for Queensland to make the necessary modifications to electronic means to enable publication of such information.

#### 5 SOUTH AUSTRALIA

- 5.1. Attorney-General's Department;
- 5.2. Auditor-General's Department;
- 5.3. Country Fire Service;
- 5.4. Courts Administration Authority;
- 5.5. Defence SA;
- 5.6. Department for Communities and Social Inclusion;
- 5.7. Department for Correctional Services;
- 5.8. Department of Education and Child Development;
- 5.9. Department of Environment, Water and Natural Resources;
- 5.10. Department of Health and Ageing;
- 5.11. Department of Planning, Transport and Infrastructure;
- 5.12. Department of Primary Industries and Regions;
- 5.13. Department of State Development;
- 5.14. Department of the Premier and Cabinet;
- 5.15. Department of Treasury and Finance;
- 5.16. Electoral Commission SA;
- 5.17. Environment Protection Authority;
- 5.18. Independent Gambling Authority;
- 5.19. Parliament of South Australia;
- 5.20. South Australia Police;

- 5.21. South Australian Fire and Emergency Services Commission;
- 5.22. South Australian Metropolitan Fire Services;
- 5.23. South Australian Tourism Commission;
- 5.24. State Emergency Service;
- 5.25. State Procurement Board;
- 5.26. TAFE SA.

5.27. For the entities listed for South Australia, this Agreement does not cover the procurement of health and welfare services, education services, advertising services, or motor vehicles.

## 6 TASMANIA

- 6.1. Department of Education;
- 6.2. Department of Health and Human Services;
- 6.3. Department of Justice;
- 6.4. Department of Police, Fire and Emergency Management;
- 6.5. Department of Premier and Cabinet;
- 6.6. Department of Primary Industries, Parks, Water and Environment;
- 6.7. Department of State Growth;
- 6.8. Department of Treasury and Finance;
- 6.9. House of Assembly;
- 6.10. Legislative Council;
- 6.11. Legislature-General;
- 6.12. Office of the Director of Public Prosecutions;
- 6.13. Office of the Governor;
- 6.14. Office of the Ombudsman;
- 6.15. Tasmanian Audit Office;
- 6.16. Tasmanian Health Service;
- 6.17. Tourism Tasmania.

6.18. For the entities listed for Tasmania, this Agreement does not cover procurement of health and welfare services, education services, or advertising services.

## 7 VICTORIA

- 7.1. Commission for Children and Young People;
- 7.2. Department of Education and Training;
- 7.3. Department of Economic Development, Jobs, Transport and Resources;
- 7.4. Department of Environment, Land, Water and Planning;
- 7.5. Department of Health and Human Services;
- 7.6. Department of Justice and Regulation;
- 7.7. Department of Premier and Cabinet;
- 7.8. Department of Treasury and Finance;
- 7.9. Essential Services Commission;
- 7.10. Game Management Authority;
- 7.11. Independent Broad-Based Anti-corruption Commission;
- 7.12. Office of Public Prosecutions;
- 7.13. Office of the Chief Commissioner of Police (Victoria Police);
- 7.14. Office of the Commissioner for Environmental Sustainability;
- 7.15. Office of the Fire Services Levy Monitor;
- 7.16. Office of the Freedom of Information Commissioner;
- 7.17. Office of the Legal Services Commissioner;
- 7.18. Office of the Ombudsman;
- 7.19. Office of the Privacy Commissioner;
- 7.20. Office of the Road Safety Camera Commissioner;
- 7.21. Office of the Victorian Inspectorate;
- 7.22. Taxi Services Commission;
- 7.23. Victorian Auditor-General's Office;

- 7.24. Victorian Commission for Gambling and Liquor Regulation;
  - 7.25. Victorian Electoral Commission;
  - 7.26. Victorian Equal Opportunity and Human Rights Commission;
  - 7.27. Victorian Public Sector Commission;
  - 7.28. Victorian Responsible Gambling Foundation.
- 7.29. For the entities listed for Victoria, this Agreement does not cover:
- a. the procurement of motor vehicles; or
  - b. procurement by covered entities on behalf of non-covered entities.

## 8 WESTERN AUSTRALIA

- 8.1. Botanic Gardens and Parks Authority;
- 8.2. Corruption and Crime Commission (Western Australia);
- 8.3. Country High Schools Hostels Authority;
- 8.4. Department of Aboriginal Affairs;
- 8.5. Department of Agriculture and Food;
- 8.6. Department for Child Protection and Family Support;
- 8.7. Department of Commerce;
- 8.8. Department of Corrective Services;
- 8.9. Department of Culture and the Arts;
- 8.10. Department of Education;
- 8.11. Department of Education Services;
- 8.12. Department of Environment Regulation;
- 8.13. Department of Fire and Emergency Services;
- 8.14. Department of Finance (Note 8.75.);
- 8.15. Department of Fisheries;
- 8.16. Department of Health;
- 8.17. Department of Lands;
- 8.18. Department of Local Government and Communities;
- 8.19. Department of Mines and Petroleum;
- 8.20. Department of Parks and Wildlife;
- 8.21. Department of Planning;
- 8.22. Department of Racing, Gaming and Liquor;
- 8.23. Department of Regional Development;
- 8.24. Department of Sport and Recreation;
- 8.25. Department of State Development;
- 8.26. Department of Training and Workforce Development;
- 8.27. Department of Transport
- 8.28. Department of Treasury;
- 8.29. Department of Water;
- 8.30. Department of the Attorney-General;
- 8.31. Department of the Premier and Cabinet;
- 8.32. Department of the Registrar Western Australian Industrial Relations Commission;
- 8.33. Disability Services Commission;
- 8.34. Equal Opportunity Commission;
- 8.35. Gascoyne Development Commission;
- 8.36. Goldfields Esperance Development Commission;
- 8.37. Governor's Establishment;
- 8.38. Great Southern Development Commission;
- 8.39. Heritage Council of Western Australia;
- 8.40. Housing Authority;
- 8.41. Kimberley Development Commission;
- 8.42. Law Reform Commission of Western Australia;
- 8.43. Legislative Assembly;
- 8.44. Legislative Council;

- 8.45. Main Roads Western Australia;
- 8.46. Mid West Development Commission;
- 8.47. Minerals Research Institute of Western Australia;
- 8.48. National Trust of Australia (WA);
- 8.49. Office of the Auditor General;
- 8.50. Office of the Director of Public Prosecutions;
- 8.51. Office of the Information Commissioner;
- 8.52. Office of the Inspector of Custodial Services;
- 8.53. Office of the Parliamentary Commissioner for Administrative Investigations;
- 8.54. Parliamentary Services Department;
- 8.55. Peel Development Commission;
- 8.56. Pilbara Development Commission;
- 8.57. Public Sector Commission;
- 8.58. Public Transport Authority;
- 8.59. Rottneest Island Authority;
- 8.60. Rural Business Development Corporation;
- 8.61. Salaries and Allowances Tribunal;
- 8.62. School Curriculum and Standards Authority;
- 8.63. Small Business Development Corporation;
- 8.64. South West Development Commission;
- 8.65. State Library of Western Australia;
- 8.66. Swan River Trust;
- 8.67. Western Australia Police;
- 8.68. Western Australian Electoral Commission;
- 8.69. Western Australian Land Information Authority (Landgate);
- 8.70. Western Australian Planning Commission;
- 8.71. Western Australian Sports Centre Trust (trading as VenuesWest);
- 8.72. Western Australian Tourism Commission;
- 8.73. Wheatbelt Development Commission;
- 8.74. Zoological Parks Authority.

8.75. For greater certainty, consistent with Article IX.11, in relation to procurements from the Department of Finance, Building Management and Works' Prequalification Scheme; and Main Road's 'National Prequalification System for Civil (Road and Bridge) Construction Contracts' Scheme, requests for participation in a procurement from suppliers not already prequalified at the time of tender release will not be considered due to the time and complexity involved in assessing requests. This does not preclude suppliers from applying at any time to become prequalified. Prequalification ensures the financial security of building and construction contractors and does not discriminate between local suppliers and the suppliers of other Parties.

#### ***Note to Annex 2***

This Agreement only covers those entities listed in this Annex.

**ANNEX 3**

## OTHER ENTITIES

**Thresholds:**

Unless otherwise specified, this Agreement covers procurement by entities in this Annex, subject to the following thresholds:

Goods	SDR 400,000
Services	SDR 400,000
Construction Services	SDR 5,000,000

**List of Entities:**

1. Australian Communications and Media Authority;
2. Australian Competition and Consumer Commission;
3. Australian Financial Security Authority;
4. Australian Fisheries Management Authority;
5. Australian Human Rights Commission;
6. Australian Institute of Health and Welfare;
7. Australian Institute of Marine Science;
8. Australian Maritime Safety Authority;
9. Australian National Maritime Museum;
10. Australian Nuclear Science and Technology Organisation;
11. Australian Pesticides and Veterinary Medicines Authority;
12. Australian Prudential Regulation Authority;
13. Australian Securities and Investments Commission;
14. Australian War Memorial (Note 3);
15. Comcare;
16. Commonwealth Scientific and Industrial Research Organization;
17. Export Finance and Insurance Corporation;
18. Grains Research and Development Corporation;
19. Great Barrier Reef Marine Park Authority;
20. National Gallery of Australia;
21. National Museum of Australia;
22. Old Parliament House;
23. Reserve Bank of Australia;
24. Sydney Harbour Federation Trust;
25. The Director of National Parks;
26. Tourism Australia.

**Notes to Annex 3**

1. This Agreement only covers those entities listed in this Annex.
2. Until 1 January 2019, this Agreement does not cover the procurement of motor vehicles by any entity listed in this Annex.
3. This Agreement does not cover procurement of telecommunications services by the Australian War Memorial.

**ANNEX 4**

GOODS

1. Unless otherwise specified, this Agreement covers procurement of all goods by the entities listed in Annexes 1, 2 and 3.
2. This Agreement does not cover the procurement of blood and blood-related products, including plasma derived products.

**ANNEX 5****SERVICES**

1. Unless otherwise specified, this Agreement covers all services procured by the entities listed in Annexes 1, 2 and 3.
2. This Agreement does not cover the procurement of:
  - a. plasma fractionation services;
  - b. government advertising services;
  - c. health and welfare services; and
  - d. research and development services.

***Note to Annex 5***

Procurement of services by entities listed in Annexes 1, 2 and 3 is a covered procurement in regard of a particular Party's supplier of a service only to the extent that such a Party has covered that service under its annexes to its Appendix I.

**ANNEX 6**

## CONSTRUCTION SERVICES

**List of Construction Services (Division 51, CPC Prov.):**

Unless otherwise specified in this Agreement, including in this Annex, this Agreement covers procurement of all construction services in Division 51 of the United Nations Provisional Central Product Classification (CPC Prov.) and the WTO system of classification – MTN.GNS/W/120, procured by the entities in Annexes 1, 2 and 3.



**ANNEX 7**

## GENERAL NOTES

The following General Notes apply without exception to this Agreement, including to Annexes 1 through 6.

1. The Agreement does not apply to:
  - a. any form of preference to benefit small and medium enterprises;
  - b. measures to protect national treasures of artistic, historic, or archaeological value;
  - c. measures for the health and welfare of Indigenous people;
  - d. measures for the economic and social advancement of Indigenous people; and
  - e. procurement of goods and services outside the territory of the procuring Party for consumption outside the territory of the procuring Party.
2. For greater certainty:
  - a. the Agreement does not apply to procurement funded by grants and sponsorship payments received from persons not listed in Annexes 1, 2 or 3;
  - b. the Agreement does not apply to procurement by a procuring entity from another government entity;
  - c. nothing in this Agreement precludes the procuring Party, or its procuring entities, from preparing, adopting or applying technical specifications required to protect sensitive government information, including specifications that may affect or limit the storage, hosting or processing of such information outside the territory of the procuring Party; and
  - d. a procuring entity may use limited tendering procedures for unsolicited innovative proposals under Article XIII:1.

**APPENDIX II**

ELECTRONIC OR PAPER MEDIA UTILIZED BY PARTIES FOR THE PUBLICATION OF LAWS, REGULATIONS, JUDICIAL DECISIONS, ADMINISTRATIVE RULINGS OF GENERAL APPLICATION, STANDARD CONTRACT CLAUSES, AND PROCEDURES REGARDING GOVERNMENT PROCUREMENT COVERED BY THIS AGREEMENT PURSUANT TO ARTICLE VI

## AUSTRALIA

1. Australian Government legislation and regulations - <http://www.comlaw.gov.au/>;
2. Australian Capital Territory legislation - <http://www.legislation.act.gov.au/>;
3. Australian Capital Territory procurement procedures - <http://www.procurement.act.gov.au/>;
4. New South Wales legislation - <http://www.legislation.nsw.gov.au/>;
5. New South Wales procurement procedures - <https://www.procurepoint.nsw.gov.au/>;
6. Northern Territory legislation - <https://legislation.nt.gov.au/>;
7. Northern Territory procurement procedures - <https://nt.gov.au/industry/government/>;
8. Queensland legislation - <https://www.legislation.qld.gov.au/>;
9. Queensland procurement procedures - <https://www.forgov.qld.gov.au/procurement/>;
10. South Australia legislation - <https://www.legislation.sa.gov.au/index.aspx>;
11. South Australia procurement procedures - <http://www.spb.sa.gov.au/>;
12. Tasmania legislation - <https://www.legislation.tas.gov.au/>;
13. Tasmania procurement procedures - <https://www.purchasing.tas.gov.au/>;
14. Victoria legislation - <http://www.legislation.vic.gov.au/>;
15. Victoria procurement procedures - <http://www.procurement.vic.gov.au/Home>;
16. Western Australia legislation - <https://www.slp.wa.gov.au/Index.html>;
17. Western Australia procurement procedures – [http://www.finance.wa.gov.au/cms/State\\_Supply\\_Commission/Procurement\\_Policy/Procurement\\_Policy.aspx](http://www.finance.wa.gov.au/cms/State_Supply_Commission/Procurement_Policy/Procurement_Policy.aspx);
18. Judicial decisions regarding government procurement are available through the homepages of the Federal Court and Federal Circuit Court for the Australian Government and supreme courts in each state and territory. A compilation of the databases of these courts is available through <http://www.austlii.edu.au/>.

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**APPENDIX III**

ELECTRONIC OR PAPER MEDIA UTILIZED BY PARTIES FOR THE PUBLICATION OF NOTICES REQUIRED BY ARTICLES VII, IX:7 AND XVI:2 PURSUANT TO ARTICLE VI

## AUSTRALIA

1. Australian Government Tender System - <https://www.tenders.gov.au/>;
  2. Australian Capital Territory - <http://tenders.act.gov.au/>;
  3. New South Wales - <https://tenders.nsw.gov.au/>;
  4. Northern Territory - <https://tendersonline.nt.gov.au/>;
  5. Queensland - <https://www.hpw.qld.gov.au/qtenders/>;
  6. South Australia - <https://www.tenders.sa.gov.au/>;
  7. Tasmania - <https://www.tenders.tas.gov.au/>;
  8. Victoria - <https://www.tenders.vic.gov.au/>;
  9. Western Australia - <https://www.tenders.wa.gov.au/>.
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#### APPENDIX IV

WEBSITE ADDRESS OR ADDRESSES WHERE PARTIES PUBLISH PROCUREMENT STATISTICS  
PURSUANT TO ARTICLE XVI:5 AND NOTICES CONCERNING AWARDED CONTRACTS  
PURSUANT TO ARTICLE XVI:6

#### AUSTRALIA

1. Australian Government procurement statistics - <https://www.finance.gov.au/>;
  2. Australian Government notices concerning award contracts - <https://www.tenders.gov.au/>;
  3. Australian Capital Territory - <http://www.procurement.act.gov.au>;
  4. New South Wales - <https://tenders.nsw.gov.au/>;
  5. Northern Territory - <https://tendersonline.nt.gov.au/>;
  6. Queensland - <https://www.hpw.qld.gov.au/qtenders/> and  
<http://qcd.hpw.qld.gov.au/Pages/home.aspx>;
  7. South Australia - <https://www.tenders.sa.gov.au/>;
  8. Tasmania - <https://www.tenders.tas.gov.au/>;
  9. Victoria - <https://www.tenders.vic.gov.au/>;
  10. Western Australia - <https://www.tenders.wa.gov.au/>.
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**ATTACHMENT B<sup>1</sup>****PART 1****EUROPEAN UNION'S TERMS OF AUSTRALIA'S ACCESSION TO THE GPA**

1. Upon Australia's accession to the Agreement on Government Procurement, point 3 of Section 2 ("The Central Government Contracting Authorities of EU Member States") of Annex 1 to Appendix I Commitments of the European Union under the amended Agreement shall read as follows:

"3. For the goods, services, suppliers and service providers of the United States; Canada; Japan; Hong Kong, China; Singapore; Korea; Armenia; the Separate Customs Territory of Taiwan, Penghu, Kinmen and Matsu, New Zealand and Australia, procurement by the following central government contracting authorities, provided they are not marked by an asterisk."

2. Upon Australia's accession to the Agreement on Government Procurement, Note 2 of the Notes to Annex 1 to Appendix I Commitments of the European Union under the amended Agreement shall read as follows:

"2. The provisions of Article XVIII shall not apply to suppliers and service providers of Japan, Korea, US and Australia in contesting the award of contracts to a supplier or service provider of Parties other than those mentioned, which are small or medium sized enterprises under the relevant provisions of EU law, until such time as the EU accepts that they no longer operate discriminatory measures in favour of certain domestic small and minority businesses."

3. Upon Australia's accession to the Agreement on Government Procurement, Note 1 of the Notes to Annex 2 to Appendix I Commitments of the European Union under the amended Agreement shall include the following points after the point g.:

"h. procurement by regional and local contracting authorities (contracting authorities of administrative units listed under NUTS 2 and 3 and smaller administrative units, as referred to in Regulation 1059/2003 (as amended)) in regard of goods, services, suppliers and service providers from Australia;

i. procurement between 200,000 SDR and 355,000 SDR by regional contracting authorities and between 200,000 SDR and 400.000 SDR for bodies governed by public law covered under this Annex of goods and services for suppliers and service providers from Australia;

j. procurement by procuring entities covered under this Annex of:

i. motor vehicles, as described in the Chapters of the Combined Nomenclature (CN) specified below:

<b>CN Chapter</b>	<b>Description</b>
1. 8702	Motor vehicles for the transport of ten or more persons, including the driver;
2. 8703	Motor cars and other motor vehicles principally designed for the transport of persons (other than those of heading 8702), including station wagons and racing cars;

<sup>1</sup> In English only.

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|----|------|---|
| 3. | 8704 | Motor vehicles for the transport of goods;  |
| 4. | 8705 | Special purpose motor vehicles, other than those principally designed for the transport of persons or goods (for example, breakdown lorries, crane lorries, fire fighting vehicles, concrete-mixer lorries, road sweeper lorries, spraying lorries, mobile workshops, mobile radiological units); |
| 5. | 8711 | Motorcycles (including mopeds) and cycles fitted with an auxiliary motor, with or without side-cars; side cars;   |
| 6. | 8713 | Carriages for disabled persons, whether or not motorised or otherwise mechanically propelled.   |

- ii. components for motor vehicles, as described in the Chapters of the Combined Nomenclature (CN) specified below:

<b>CN Chapter</b>	<b>Description</b>
1. 8706 00	Chassis fitted with engines, for the motor vehicles of headings 8701 to 8705;
2. 8707	Bodies (including cabs), for the motor vehicles of headings 8701 to 8705;
3. 8708	Parts and accessories of the motor vehicles of headings 8701 to 8705;
4. 8714	Parts and accessories of vehicles of headings 8711 to 8713;
5. 8716	Trailers and semi-trailers; other vehicles, not mechanically propelled; parts thereof.

in regard of suppliers and service providers from Australia."

4. Upon Australia's accession to the Agreement on Government Procurement, Note 2 of the Notes to Annex 2 to Appendix I Commitments of the European Union under the amended Agreement shall read as follows:

"2. The provisions of Article XVIII shall not apply to suppliers and service providers of Japan, Korea, US and Australia in contesting the award of contracts to a supplier or service provider of Parties other than those mentioned, which are small or medium sized enterprises under the relevant provisions of EU law, until such time as the EU accepts that they no longer operate discriminatory measures in favour of certain domestic small and minority businesses."

5. Upon Australia's accession to the Agreement on Government Procurement, Note 6 of the Notes to Annex 3 to Appendix I Commitments of the European Union under the amended Agreement shall include the following points after the point r.:

- "s. procurement by procuring entities operating in the fields of:
- i. production, transport or distribution of drinking water covered under this Annex;
  - ii. production, transport or distribution of electricity covered under this Annex;
  - iii. airport facilities covered under this Annex;
  - iv. maritime or inland port or other terminal facilities covered under this Annex;

- v. urban railway, tramway, trolley bus or bus services covered under this Annex:  
and
- vi. transport by railways covered under this Annex in regard of supplies, services,  
suppliers and service providers from Australia."

## PART 2

### ICELAND'S TERMS OF AUSTRALIA'S ACCESSION TO THE GPA

1. Upon Australia's accession to the Agreement on Government Procurement, Note 4 of the Notes to Annex 1 of Appendix I of Iceland under the amended Agreement shall read as follows:

"4. The provisions of Article XVIII shall not apply to suppliers and service providers of Australia, Japan, Korea and the United States in contesting the award of contracts to a supplier or service provider of Parties other than those mentioned, which are small- or medium-sized enterprises under the relevant provisions of Icelandic law, until such time as Iceland accepts that they no longer operate discriminatory measures in favour of certain domestic small and minority businesses."

2. Upon Australia's accession to the Agreement on Government Procurement, Note 1 of the Notes to Annex 2 of Appendix I of Iceland under the amended Agreement shall include the following after the point d:

"e. procurement between 200,000 SDR and 355,000 SDR by procuring entities covered under this Annex of goods and services for suppliers and service providers from Australia."

3. Upon Australia's accession to the Agreement on Government Procurement, Note 3 of the Notes to Annex 2 of Appendix I of Iceland under the amended Agreement shall read as follows:

"3. The provisions of Article XVIII shall not apply to suppliers and service providers of Australia, Japan, Korea and the United States in contesting the award of contracts to a supplier or service provider of Parties other than those mentioned, which are small- or medium-sized enterprises under the relevant provisions of Icelandic law, until such time as Iceland accepts that they no longer operate discriminatory measures in favour of certain domestic small and minority businesses."

4. Upon Australia's accession to the Agreement on Government Procurement, Note 6 of the Notes to Annex 3 of Appendix I of Iceland under the amended Agreement shall include the following after the point n:

"o. procurement by procuring entities operating in the fields of:

- i. production, transport or distribution of drinking water covered under this Annex;
- ii. production, transport or distribution of electricity covered under this Annex;
- iii. airport facilities covered under this Annex;
- iv. maritime or inland port or other terminal facilities covered under this Annex; and
- v. urban railway, tramway, trolley bus or bus services covered under this Annex

in regard of goods, services, suppliers and service providers from Australia."

5. Upon Australia's accession to the Agreement on Government Procurement, Note 7 of the Notes to Annex 3 of Appendix I of Iceland under the amended Agreement shall read as follows:

"7. The provisions of Article XVIII shall not apply to suppliers and service providers of Australia, Japan, Korea, and the United States in contesting the award of contracts to a supplier or service provider of Parties other than those mentioned, which are small or medium sized enterprises under the relevant provisions of Icelandic law, until such time as Iceland accepts that they no longer operate discriminatory measures in favour of certain domestic small and minority businesses."

### PART 3

#### LIECHTENSTEIN'S TERMS OF AUSTRALIA'S ACCESSION TO THE GPA

1. Upon Australia's accession to the Agreement on Government Procurement, Note 3 of the Notes to Annex 1 of Appendix I of Liechtenstein under the amended Agreement shall read as follows:

"3. The provisions of Article XVIII shall not apply to suppliers and service providers of Australia, Japan, Korea and the United States of America in contesting the award of contracts to a supplier or service provider of Parties other than those mentioned, which are small- or medium-sized enterprises under the relevant provisions of the law of Liechtenstein until such time as the Principality of Liechtenstein accepts that they no longer operate discriminatory measures in favour of certain domestic small and minority businesses."

2. Upon Australia's accession to the Agreement on Government Procurement, Note 1 of the Notes to Annex 2 of Appendix I of Liechtenstein under the amended Agreement shall include the following after lit. c:

"d. procurement by Public Authorities at local level in regard of goods, services, suppliers and service providers from Australia;"

3. Upon Australia's accession to the Agreement on Government Procurement, points b and c of Note 2 of the Notes to Annex 2 of Appendix I of Liechtenstein under the amended Agreement shall read as follows:

"b. Australia, Israel, Japan and Korea in contesting the award of contracts by entities of the Principality of Liechtenstein, whose value is less than the threshold applied for the same category of contracts awarded by these Parties;

c. Australia, Japan, Korea and the United States of America in contesting the award of contracts to a supplier or service provider of Parties other than those mentioned, which are small- or medium-sized enterprises under the relevant provisions of the law of Liechtenstein until such time as the Principality of Liechtenstein accepts that they no longer operate discriminatory measures in favour of certain domestic small and minority businesses."

4. Upon Australia's accession to the Agreement on Government Procurement, Note 9.a. of the Notes to Annex 3 of Appendix I of Liechtenstein under the amended Agreement shall read as follows:

"a. procurement by procuring entities operating in the fields of:

- i. production, transport or distribution of drinking water covered under this Annex in regard of suppliers and service providers of Australia, Canada and the United States of America;
- ii. electricity in regard of suppliers and service providers of Australia, Canada and Japan;
- iii. urban railway, tramway, trolley bus or bus services covered under this Annex in regard of goods, services, suppliers and service providers from Australia, Canada, Japan and the United States;
- iv. bus services under this Annex in regard of suppliers and service providers from Australia, Israel and Korea;"



5. Upon Australia's accession to the Agreement on Government Procurement, Note 9.c. of the Notes to Annex 3 of Appendix I of Liechtenstein under the amended Agreement shall read as follows:

"c. procurement by procuring entities covered under this Annex of air traffic control equipment in regard of suppliers and service providers from Australia and the United States;"

6. Upon Australia's accession to the Agreement on Government Procurement, Note 10.b. of the Notes to Annex 3 of Appendix I of Liechtenstein under the amended Agreement shall read as follows:

"b. Australia, Japan, Korea and the United States of America in contesting the award of contracts to a supplier or service provider of Parties other than those mentioned, which are small- or medium-sized enterprises under the relevant provisions of the law of Liechtenstein until such time as the Principality of Liechtenstein accepts that they no longer operate discriminatory measures in favour of certain domestic small and minority businesses."

**PART 4**

**NORWAY'S TERMS OF AUSTRALIA'S ACCESSION TO THE GPA**

1. Upon Australia's accession to the Agreement on Government Procurement, Note 1 of the Notes to Annex 2 of Appendix I of Norway under the amended Agreement shall include the following after the point c.:

"d. procurement between 200,000 SDR and 355,000 SDR by procuring entities covered under this Annex of goods and services for suppliers and service providers from Australia;"

2. Upon Australia's accession to the Agreement on Government Procurement, Note 3 of the Notes to Annex 2 of Appendix I of Norway under the amended Agreement shall read as follows:

"3. In regard of goods, services, suppliers and service providers from Australia and Canada this Annex shall only apply to procurement by sub-central government entities operating at regional level (counties)."

3. Upon Australia's accession to the Agreement on Government Procurement, Note 6 of the Notes to Annex 3 of Appendix I of Norway under the amended Agreement shall include the following after the point g.:

"h. procurement by procuring entities operating in the fields of:

- i. production, transport or distribution of drinking water covered under this Annex;
- ii. production, transport or distribution of electricity covered under this Annex;
- iii. airport facilities covered under this Annex;
- iv. maritime or inland port or other terminal facilities covered under this Annex;  
and
- v. urban railway, tramway, trolley bus or bus services covered under this Annex

in regard of goods, services, suppliers and service providers from Australia;"

**ATTACHMENT C****SWITZERLAND'S TERMS OF AUSTRALIA'S ACCESSION TO THE GPA<sup>1</sup>**

1. Upon Australia's accession to the Agreement on Government Procurement and, in addition, the entry into force for Switzerland of the Protocol Amending the Agreement on Government Procurement, done at Geneva on 30 March 2012, line 2 of Note 1 of section A ("Déroghations spécifiques par pays") of Annex 7 to Appendix I of Switzerland under the amended Agreement shall read as follows<sup>2</sup>:

- "- en ce qui concerne les marchés passés par les entités mentionnées à l'Annexe 3 dans les secteurs suivants:
- (a) eau: aux fournisseurs de produits et de services de l'Australie, du Canada, des Etats-Unis d'Amérique et du Singapour;
  - (b) électricité: aux fournisseurs de produits et de services de l'Australie, du Canada, du Japon et du Singapour;
  - (c) aéroports: aux fournisseurs de produits et de services de l'Australie, du Canada, de la Corée et des Etats-Unis d'Amérique;
  - (d) ports: aux fournisseurs de produits et de services de l'Australie et du Canada;
  - (e) transports urbains: aux fournisseurs de produits et de services de l'Australie, du Canada, d'Israël, du Japon et des Etats-Unis d'Amérique; "

2. Upon Australia's accession to the Agreement on Government Procurement and, in addition, the entry into force for Switzerland of the Protocol Amending the Agreement on Government Procurement, done at Geneva on 30 March 2012, lines 2 and 3 of Note 2 of section A ("Déroghations spécifiques par pays") of Annex 7 to Appendix I of Switzerland under the amended Agreement shall read as follows<sup>2</sup>:

- "- Japon, Corée, Etats-Unis d'Amérique et Australie en ce qui concerne les recours intentés contre l'adjudication de marchés à un fournisseur de produits ou de services d'autres Parties au présent Accord, lorsque ledit fournisseur est une entreprise petite ou moyenne au sens du droit suisse, tant que la Suisse n'aura pas constaté que ces pays n'appliquent plus de mesures discriminatoires pour favoriser certaines petites entreprises nationales ou certaines entreprises nationales détenues par les minorités;
- Israël, Japon, Corée et Australie en ce qui concerne les recours intentés contre l'adjudication par des entités suisses de marchés dont la valeur est inférieure au seuil appliqué à la même catégorie de marchés par lesdites Parties."

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<sup>1</sup> Switzerland's terms of Australia's accession are subject to Switzerland's relevant internal procedures. In case the Agreement on Government Procurement enters into force for Australia before the Protocol Amending the Agreement on Government Procurement, done at Geneva on 30 March 2012, enters into force for Switzerland, it is understood that such terms will apply to Switzerland's Appendix I Annexes to the 1994 Agreement, mutatis mutandis. For purposes of clarity, Switzerland will not extend the benefits of the provisions of the Government Procurement Agreement to Australia for procurement by authorities and bodies governed by public law at the district and communal level.

<sup>2</sup> In French only.