

**DISCLAIMER:** *The Commission and Australia are publishing the texts of the Agreement following the announcement of conclusion of the negotiations on 24 March 2026. The texts are published in view of the public interest in the Agreement, for information purposes only and they may undergo further minor modifications, including as a result of the process of legal and linguistic revision. These texts are without prejudice to the final outcome of the Agreement between the EU and Australia. The texts will be final upon signature. The Agreement will become binding on the Parties under international law only after completion by each Party of its applicable legal requirements and procedures necessary for the entry into force of the Agreement.*

## CHAPTER 13

### GOVERNMENT PROCUREMENT

#### ARTICLE 13.1

##### Incorporation of certain provisions of the GPA

1. The Parties affirm their rights and obligations under the Revised Agreement on Government Procurement (Annex to the Protocol Amending the Agreement on Government Procurement, adopted on 30 March 2012 (GPA/113)) (hereinafter referred to as the "GPA"). To this end, the provisions of the GPA listed in Annex 13-A to this Agreement and the Parties' Annexes to Appendix 1 of the GPA outlined in Annex 13-B to this Agreement are incorporated into and made part of this Chapter, *mutatis mutandis*.
2. The Parties shall apply, *mutatis mutandis*, the provisions of the GPA listed in Annex 13-A to this Agreement, on a bilateral basis, to the additional procurement covered in Annex 13-B to this Agreement.
3. For the purposes of the incorporation of the GPA under paragraph 1, the term:
  - (a) "Agreement" in the GPA means "Chapter";
  - (b) "any Party", "any other Party" or "another Party" in the GPA means "the other Party"; and
  - (c) "international trade" in the GPA means "international trade between the Parties".

## ARTICLE 13.2

### Additional disciplines

#### Build-operate-transfer contracts and works concessions

1. For the purposes of this Chapter, covered procurement includes build-operate-transfer contracts and public works concession contracts in Australia, and public works concession contracts in the Union. With regard to this commitment:

- (a) for the Union, "public works concession contract" means a contract for pecuniary interest concluded in writing by means of which procuring entities entrust the execution of works to one or more economic operators the consideration for which consists either solely in the right to exploit the works that are the subject of the contract or in that right together with payment; and
- (b) for Australia, "build-operate-transfer contract" and "public works concession contract" means a contractual arrangement the primary purpose of which is to provide for the construction or rehabilitation of physical infrastructure, plants, buildings, facilities or other government-owned works and under which, as consideration for a supplier's execution of a contractual arrangement, a procuring entity grants to the supplier, for a specified period of time, temporary ownership or a right to control and operate, and demand payment for the use of those works for the duration of the contract.

2. The award of a public works concession contract referred to in paragraph 1 shall involve the transfer to the economic operators of an operating risk in exploiting those works encompassing demand or supply risk or both. The recoup of the investments made or the costs incurred in operating the works should not be guaranteed.

#### Security and general exceptions

3. The Parties understand that the measures referred to in Article III.2(b) of the GPA include environmental measures necessary to protect human, animal or plant life or health.

## Use of electronic means in procurement

4. For covered procurement, a procuring entity shall use electronic means of information and communication for the publication of notices and tender documentation in procurement procedures and shall use electronic means for the submission of tenders to the widest extent practicable.

## Electronic publication

5. For covered procurement, all procurement notices (notice of intended procurement, summary notice, notice of planned procurement and contract award notice) shall be directly accessible by electronic means, free of charge, through a single point of access on the internet. For greater certainty, Australia would satisfy this obligation if the Commonwealth government, as well as each state and territory of Australia, maintains a separate publicly accessible single point of access containing the relevant information.

## Conditions for participation

6. A procuring entity of a Party shall not require experience in the territory of that Party to be a condition for participation in the covered procurement.

## Registration systems and qualification procedures

7. Where a Party, or one of its procuring entities, maintains a supplier registration system, it shall ensure that an interested supplier has access by electronic means to information on that system and may request registration at any time. The interested supplier shall be informed within a reasonable period of time of the decision to grant or reject that request. If that request is rejected, the decision must be explained in writing.

## Selective tendering

8. If the procuring entity uses a selective tendering procedure, it shall address an invitation to submit a tender to a number of suppliers that is necessary to ensure effective competition.

## Environmental, social and labour considerations

9. A Party may:

- (a) allow a procuring entity to take into account appropriate environmental, social and labour considerations throughout the procurement procedure, provided they are:
  - (i) related to the characteristics of the goods or services, or combination thereof, that are the object of the procurement;
  - (ii) based on objectively verifiable and non-discriminatory criteria; and
  - (iii) accessible to all interested suppliers; and
- (b) take appropriate measures to ensure compliance with its obligations in the fields of environmental, social and labour law, provided that such measures are not applied in a manner that would constitute a means of arbitrary or unjustifiable discrimination between the Parties or a disguised restriction on international trade between the Parties.

#### Sensitive government information

10. For greater certainty, this Chapter shall not preclude a 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 Party.

#### Standstill period

11. A procuring entity is encouraged to provide, as a general rule, for a standstill period between the award and the signature of a contract in order to give sufficient time to an unsuccessful bidder to review and challenge the award decision.

#### Ensuring integrity in procurement practices

12. Each Party shall ensure that it adopts or maintains appropriate measures to address corruption in its government procurement. These measures may include procedures to render ineligible for participation in the Party's procurements, either indefinitely or for a stated period, suppliers that the

Party has determined by final decision to have engaged in fraudulent or other illegal actions in relation to government procurement in the territory of that Party. Each Party shall also ensure that it adopts or maintains policies and procedures to eliminate to the extent possible or manage any potential conflict of interest on the part of those engaged in or having influence over a procurement.

### ARTICLE 13.3

#### Modifications and rectifications to coverage

1. A Party may modify or rectify its market access commitments in its Schedule in Annex 13-B pursuant to paragraphs 2 to 8 of this Article. If a modification or a rectification of a Party's Annexes to Appendix I to the GPA becomes effective pursuant to Article XIX of the GPA, it shall automatically become effective for the purposes of this Agreement.

#### Modifications

2. When a Party intends to modify its Schedule under Annex 13-B, the Party shall:

(a) notify the other Party in writing; and

(b) include in the notification a proposal for appropriate compensatory adjustments to the other Party to maintain a level of coverage comparable to that existing prior to the modification.

3. Notwithstanding point (b) of paragraph 2, a Party is not required to provide compensatory adjustments to the other Party if the proposed modification covers a procuring entity over which the Party has effectively eliminated its control or influence in respect of covered procurement.

4. Government control or influence over the covered procurement of procuring entities listed in Annex 13-B to this Chapter is presumed to be effectively eliminated insofar as the procuring entity's procurement is concerned where the procuring entity is exposed to competition on markets to which access is not restricted.

5. A Party shall object in writing no later than 45 days after the date of receipt of the notification referred to in point (a) of paragraph 2 of this Article or be deemed to have accepted the adjustment

or modification, including for the purposes of Chapter 24 (Dispute settlement), if the other Party disputes that:

- (a) an adjustment proposed under point (b) of paragraph 2 of this Article is adequate to maintain a comparable level of mutually agreed coverage; or
- (b) the modification covers a procuring entity over which the Party has effectively eliminated its control or influence as provided for in paragraph 3.

#### Rectifications

6. The following changes to a Party's Schedule in Annex 13-B shall be considered a rectification, provided that they do not affect the mutually agreed coverage provided for in the Chapter:

- (a) a change in the name of a procuring entity;
- (b) a merger of two or more procuring entities listed within the same [X] of Annex 13-B[X] and
- (c) the separation of a procuring entity listed in the Annex 13-B[X] into two or more procuring entities that are added to the procuring entities listed in the same X of that Annex[.]

7. A Party shall notify the other Party every two years of proposed rectifications to that Party's schedule in Annex 13-B, in line with the cycle of notifications provided for under the GPA, following the entry into force of this Agreement.

8. A Party may notify the other Party of an objection to a proposed rectification no later than 45 days after the date of receipt of the notification referred to in paragraph 7. Where a Party submits an objection, it shall set out the reasons why it believes the proposed rectification is not a change provided for in paragraph 6, and describe the effect of the proposed rectification on the mutually agreed coverage provided for in the Agreement. If no such objection is submitted in writing within 45 days after the date of receipt of the notification, the Party shall be deemed to have agreed to the proposed rectification.

## Consultations and dispute resolution

9. If the other Party objects to the proposed modification or rectification, the Parties will seek to resolve the issue through consultations. Notwithstanding Article 24.4 (Consultations), if no agreement is found within 60 days after the date of receipt of the objection, the Party seeking to modify or rectify its Schedule in Annex 13-B may refer the matter to dispute settlement under Article 24.5 (Initiation of panel procedures).

### ARTICLE 13.4

#### Compliance

1. Each Party shall ensure that its procuring entities comply with this Chapter in conducting covered procurements.
2. Nothing in this Chapter shall be construed to prevent a Party, including its procuring entities, from developing new procurement policies, procedures or contractual means, provided that they are not inconsistent with this Chapter.

### ARTICLE 13.5

#### Committee on Investment, Services, Digital Trade, Government Procurement and Intellectual Property Rights, including Geographical Indications

The Committee on Investment, Services, Digital Trade, Government Procurement and Intellectual Property Rights, including Geographical Indications (hereinafter referred to as "the Committee"), established pursuant to Article 22.5 (Specialised Committees), shall consider any matters relating to the implementation and operation of this Chapter.

### ARTICLE 13.6

## Adjustment of thresholds

1. Each Party shall adjust the thresholds for goods, services and construction services in its respective Schedule in Annex 13-B in accordance with the formula in the WTO Committee on Government Procurement Decision GPA/1.
2. The Parties may consult if a major change in a national currency of a Party relative to the SDR has the potential to create a significant problem with regard to the application or implementation of this Chapter.

## ARTICLE 13.7

### Cooperation

1. The Parties recognise their shared interest in cooperating to promote international liberalisation of government procurement markets with a view to achieving enhanced understanding of their respective government procurement systems.
2. The Parties shall endeavour to cooperate on exchanging government procurement statistics.

## ARTICLE 13.8

### Amendments

If the GPA is amended or is superseded by another agreement, the Parties shall consult on whether to amend this Chapter as appropriate.