

## 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. Aged Care Quality and Safety Commission;
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;
13. Australian Public Service Commission;
14. Australian Radiation Protection and Nuclear Safety Agency;
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, Fisheries and Forestry;
23. Department of Climate Change, Energy, the Environment and Water;
24. Department of Defence (Note 3);
25. Department of Education;
26. Department of Employment and Workplace Relations;
27. Department of Finance;
28. Department of Foreign Affairs and Trade;
29. Department of Health and Aged Care;
30. Department of Home Affairs;
31. Department of Industry, Science and Resources;

32. Department of Infrastructure, Transport, Regional Development, Communications and the Arts;
33. Department of Parliamentary Services;
34. Department of Social Services;
35. Department of the House of Representatives;
36. Department of the Prime Minister and Cabinet;
37. Department of the Senate;
38. Department of the Treasury;
39. Department of Veterans' Affairs;
40. Fair Work Commission;
41. Federal Court of Australia;
42. Geoscience Australia;
43. Inspector-General of Taxation;
44. IP Australia;
45. National Archives of Australia;
46. National Blood Authority;
47. National Capital Authority;
48. National Competition Council;
49. National Indigenous Australians Agency;
50. Office of Parliamentary Counsel;
51. Office of the Australian Accounting Standards Board;
52. Office of the Australian Information Commissioner;
53. Office of the Commonwealth Ombudsman;
54. Office of the Director of Public Prosecutions;
55. Office of the Fair Work Ombudsman;
56. Office of the Inspector-General of Intelligence and Security;
57. Office of the Official Secretary to the Governor-General;
58. Productivity Commission;
59. Professional Services Review;
60. Royal Australian Mint;
61. Safe Work Australia;
62. Seafarers Safety, Rehabilitation and Compensation Authority (Seacare Authority);
63. Services Australia;
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. This Agreement does not cover procurement by or on behalf of the Australian Government Solicitor.

3. 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):

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;

**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 Audit Office;
- 1.2. ACT Gambling and Racing Commission;
- 1.3. ACT Health Directorate;
- 1.4. ACT Insurance Authority;
- 1.5. ACT Ombudsman;
- 1.6. Canberra Health Services;
- 1.7. Chief Minister, Treasury and Economic Development Directorate;
- 1.8. Community Services Directorate;
- 1.9. Cultural Facilities Corporation;
- 1.10. Education Directorate;
- 1.11. Environment, Planning and Sustainable Development Directorate;
- 1.12. Housing ACT;
- 1.13. Independent Competition and Regulatory Commission;
- 1.14. Justice and Community Safety Directorate;
- 1.15. Legal Aid ACT;
- 1.16. Major Projects Canberra;
- 1.17. Transport Canberra and City 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. Children's Guardian and Office of Children's Guardian;
- 2.3. Commissioner of Fire and Rescue NSW and Fire and Rescue NSW;
- 2.4. Commissioner of the NSW Rural Fire Service and Office of the NSW Rural Fire Service;
- 2.5. Commissioner of the NSW State Emergency Service and Office of the NSW State Emergency Service;
- 2.6. Crown Solicitor and Crown Solicitor's Office;
- 2.7. Department of Communities and Justice;
- 2.8. Department of Customer Service;
- 2.9. Department of Education;
- 2.10. Department of Enterprise, Investment and Trade;
- 2.11. Department of Planning and Environment;
- 2.12. Department of Premier and Cabinet;
- 2.13. Department of Regional NSW;
- 2.14. Director of Public Prosecutions and Office of the Director of Public Prosecutions;
- 2.15. Environment Protection Authority and Environment Protection Authority Staff Agency;
- 2.16. Health Care Complaints Commission and Health Care Complaints Commission Staff Agency;

2.17. Independent Planning Commission and Office of the Independent Planning Commission;  
2.18. Information Commissioner and Information and Privacy Commission (Note 2.41.c.);  
2.19. Inspector of the Law Enforcement Conduct Commission and Office of the Inspector of the Law Enforcement Conduct Commission;  
2.20 Insurance and Care NSW (icare);  
2.21. Law Enforcement Conduct Commission and Office of the Law Enforcement Conduct Commission;  
2.22. Legal Aid Commission of NSW and Legal Aid Commission Staff Agency (Legal Aid NSW);  
2.23. Ministry of Health;  
2.24. Multicultural NSW and Multicultural NSW Staff Agency;  
2.25. New South Wales Crime Commission and New South Wales Crime Commission Staff Agency;  
2.26. NSW Education Standards Authority (NESA) and NSW Education Standards Authority Staff Agency;  
2.27. New South Wales Electoral Commission and NSW Electoral Commission Staff Agency;  
2.28. NSW Food Authority;  
2.29. New South Wales Land and Housing Corporation (Housing NSW);  
2.30. New South Wales Rural Assistance Authority;  
2.31. Ombudsman and the Ombudsman's Office;  
2.32. Parliamentary Counsel and Parliamentary Counsel's Office;  
2.33. Place Management NSW;  
2.34. Public Service Commissioner and Public Service Commission;  
2.35. Resilience NSW;  
2.36. Service NSW (Note 2.43);  
2.37. State Insurance Regulatory Authority;  
2.38. Sydney Olympic Park Authority;  
2.39. The Audit Office of New South Wales;  
2.40. The Treasury;  
2.41. Transport for NSW (Note 2.42.d.).

2.42. 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, and Roads and Maritime Services.

2.43. For Service NSW, this Agreement only covers procurement related to the functions of NSW Business Connect.

### 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 and Cabinet;  
3.5. Department of Environment, Parks and Water Security;  
3.6. Department of Health;  
3.7. Department of Industry, Tourism and Trade;  
3.8. Department of the Legislative Assembly;  
3.9. Department of Territory Families, Housing and Communities;  
3.10. Department of Treasury and Finance;  
3.11. Health and Community Services Complaints Commission;  
3.12. Museum and Art Gallery of the Northern Territory;  
3.13. Land Development Corporation;  
3.14. Northern Territory Electoral Commission;

- 3.15. Northern Territory Police, Fire and Emergency Services;
- 3.16. Ombudsman's Office;
- 3.17. Racing Commission;
- 3.18. Remuneration Tribunal;
- 3.19. Strehlow Research Centre;
- 3.20. Utilities Commission of the Northern Territory;
- 3.21. Work Health Authority.

3.22. 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 Service Commission;
- 4.5. Public Trust Office.

4.6. 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.

4.7. 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. Courts Administration Authority;
- 5.4. Defence SA;
- 5.5. Department for Child Protection;
- 5.6. Department for Correctional Services;
- 5.7. Department for Education;
- 5.8. Department for Environment and Water;
- 5.9. Department for Energy and Mining;
- 5.10. Department for Health and Wellbeing;
- 5.11. Department for Industry, Innovation and Science;
- 5.12. Department for Infrastructure and Transport;
- 5.13. Department for Trade and Investment;
- 5.14. Department of Human Services;
- 5.15. Department of Primary Industries and Regions;
- 5.16. Department of the Premier and Cabinet;

- 5.17. Department of Treasury and Finance;
- 5.18. Electoral Commission of South Australia;
- 5.19. Environment Protection Authority;
- 5.20. Parliament of South Australia;
- 5.21. South Australia Country Fire Service;
- 5.22. South Australia Police;
- 5.23. South Australian Fire and Emergency Services Commission;
- 5.24. South Australian Metropolitan Fire Service;
- 5.25. South Australian Tourism Commission;
- 5.26. State Emergency Service;
- 5.27. TAFE SA.

5.28. 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 for Education, Children and Young People;
- 6.2. Department of Health;
- 6.3. Department of Justice;
- 6.4. Department of Natural Resources and Environment Tasmania;
- 6.5. Department of Police, Fire and Emergency Management;
- 6.6. Department of Premier and Cabinet;
- 6.7. Department of State Growth;
- 6.8. Department of Treasury and Finance;
- 6.9. Environment Protection Authority;
- 6.10. Homes Tasmania (Note 6.20);
- 6.11. House of Assembly;
- 6.12. Legislative Council;
- 6.13. Legislature-General;
- 6.14. Office of the Director of Public Prosecutions;
- 6.15. Office of the Governor;
- 6.16. Office of the Ombudsman;
- 6.17. Tasmanian Audit Office;
- 6.18. Tourism Tasmania.

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

6.20. For Homes Tasmania, this Agreement only covers procurement related to the functions of the former Department of Communities Tasmania.

## **7 VICTORIA**

- 7.1. Commission for Children and Young People;
- 7.2. Department of Education and Training;
- 7.3. Department of Environment, Land, Water and Planning;
- 7.4. Department of Families, Fairness and Housing;
- 7.5. Department of Health;
- 7.6. Department of Jobs, Precincts and Regions;
- 7.7. Department of Justice and Community Safety;
- 7.8. Department of Premier and Cabinet;
- 7.9. Department of Transport (Note 7.29.c.);
- 7.10. Department of Treasury and Finance;
- 7.11. Essential Services Commission;
- 7.12. Game Management Authority;
- 7.13. Independent Broad-Based Anti-corruption Commission;
- 7.14. Office of Public Prosecutions;
- 7.15. Office of the Chief Commissioner of Police (Victoria Police);
- 7.16. Office of the Commissioner for Environmental Sustainability;
- 7.17. Office of the Ombudsman;
- 7.18. Office of the Road Safety Camera Commissioner;
- 7.19. Office of the Victorian Information Commissioner;
- 7.20. Office of the Victorian Inspectorate;
- 7.21. Office of the Victorian Legal Services Commissioner;

- 7.22. Commercial Passenger Vehicle Commission;
  - 7.23. Victorian Auditor-General's Office;
  - 7.24. Victorian Electoral Commission;
  - 7.25. Victorian Equal Opportunity and Human Rights Commission;
  - 7.26. Victorian Gambling and Casino Control Commission;
  - 7.27. Victorian Liquor Commission;
  - 7.28. Victorian Public Sector Commission;
  - 7.29. Victorian Responsible Gambling Foundation.
- 7.30. For the entities listed for Victoria, this Agreement does not cover:
- a. the procurement of motor vehicles;
  - b. procurement by covered entities on behalf of non-covered entities; or
  - c. procurement by Department of Transport, related to the functions of Public Transport Victoria and VicRoads.

## 8 WESTERN AUSTRALIA

- 8.1. Botanic Gardens and Parks Authority;
- 8.2. Child and Adolescent Health Service;
- 8.3. Commissioner of Main Roads;
- 8.4. Corruption and Crime Commission;
- 8.5. Department of Biodiversity, Conservation and Attractions;
- 8.6. Department of Communities;
- 8.7. Department of Education;
- 8.8. Department of Fire and Emergency Services;
- 8.9. Department of Finance (Note 8.71.);
- 8.10. Department of Health;
- 8.11. Department of Jobs, Tourism, Science and Innovation;
- 8.12. Department of Justice;
- 8.13. Department of Local Government, Sport and Cultural Industries;
- 8.14. Department of Mines, Industry Regulation and Safety;
- 8.15. Department of Planning, Lands and Heritage;
- 8.16. Department of Primary Industries and Regional Development;
- 8.17. Department of Training and Workforce Development;
- 8.18. Department of Transport;
- 8.19. Department of Treasury;
- 8.20. Department of the Premier and Cabinet;
- 8.21. Department of the Registrar Western Australian Industrial Relations Commission;
- 8.22. Department of Water and Environmental Regulation;
- 8.23. Disability Services Commission;
- 8.24. East Metropolitan Health Service;
- 8.25. Energy Policy WA;
- 8.26. Gascoyne Development Commission;
- 8.27. Goldfields Esperance Development Commission;
- 8.28. Governor's Establishment;
- 8.29. Great Southern Development Commission;
- 8.30. Health Support Services;
- 8.31. Heritage Council of Western Australia;
- 8.32. Housing Authority;
- 8.33. Kimberley Development Commission;
- 8.34. Law Reform Commission of Western Australia;
- 8.35. Legislative Assembly;
- 8.36. Legislative Council;
- 8.37. Mid West Development Commission;
- 8.38. Minerals Research Institute of Western Australia;
- 8.39. National Trust of Australia (WA);