



Integrated Government Procurement Market Access Information (e-GPA) Portal

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The Agreement in brief

The **WTO Agreement on Government Procurement (GPA)** is the pre-eminent international instrument regulating the conduct of international trade in government procurement markets. **It aims to ensure fair, transparent and non-discriminatory conditions of competition for purchases of goods, services and construction services by the public entities covered by the Agreement.** It also serves broader purposes of promoting good governance, the efficient and effective management of public resources, and the attainment of best value for money in national procurement systems.

For more information, see the brochure entitled: *GPA: Opening markets and promoting good governance* or visit the [WTO GPA webpage](#).

The GPA renegotiation

Recently, the Agreement has been renegotiated. **The revised Agreement entered into force on April 6 2014** and is now in force for all but one of the Parties, Switzerland. It incorporates a number of significant improvements, including:

- a revised and streamlined text with greater flexibility;
- new standards with regard to e-procurement tools;
- improved provisions on special and differential treatment (i.e. transitional measures) for developing countries; and
- expanded market access opportunities.

The GPA main principles and elements

The GPA is a binding international treaty based on the principles of **non-discrimination, transparency and procedural fairness**. These three principles are reflected in the following main elements of the Agreement's text:

- **national treatment and non-discrimination** — for covered procurement.

Afghanistan

Mongolia

Kazakhstan

Saudi Arabia

the former Yugoslav Republic of Macedonia

Seychelles

A number of additional WTO Members are also observers on the Committee on Government Procurement, the administering body of the Agreement. For more information on the current list of Parties and observers to the Agreement, [click here](#).

Overview of GPA coverage

The GPA does not automatically apply to all government procurement of the Parties. Rather, it only applies to procurement of goods, services, or any combination thereof, as specified in each Party's schedules to the Agreement (i.e., Annexes to Appendix I). These comprise:

- Annex 1**, the central government entities whose procurement is covered by the Agreement;
- Annex 2**, the sub-central government entities whose procurement is covered by the Agreement;
- Annex 3**, all other entities whose procurement is covered by the Agreement;
- Annex 4**, the goods covered by the Agreement;
- Annex 5**, the services, other than construction services, covered by the Agreement;
- Annex 6**, the construction services covered by the Agreement; and
- Annex 7**, any General Notes.

The Annexes also specify the threshold values above which individual procurements are subject to the GPA disciplines. For more information on the structure of the Appendix I to the Agreement, [click here](#).

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EXHIBIT A
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LICENSOR:

Intuit Inc.



By: Robert Lips

As: Vice President of US Sales & Marketing

Date: August 21, 2017

LICENSEE:

The State of Oregon, acting through
The Department of Administrative Services

By: 

As: Procurement Services Mgr

Date: 9/14/17

Attachments: