

GENERAL NOTES

1. Notwithstanding anything in these Annexes, the Agreement does not apply to procurements in respect of:
  - (a) shipbuilding and repair;
  - (b) urban rail and urban transportation equipment, systems, components and materials incorporated therein as well as all project related materials of iron or steel;
  - (c) contracts respecting FSC 58 (communications, detection and coherent radiation equipment);
  - (d) set-asides for small and minority businesses;
  - (e) agricultural products made in furtherance of agricultural support programs or human feeding programs;
  - (f) national security exemptions include oil purchases related to any strategic reserve requirements; and,
  - (g) national security exceptions including procurements made in support of safeguarding nuclear materials or technology.
2. Procurement in terms of Canadian coverage is defined as contractual transactions to acquire property or services for the direct benefit or use of the government. The procurement process is the process that begins after an entity has decided on its requirement and continues through to and including contract award. It does not include non-contractual agreements or any form of government assistance, including but not limited to, cooperative agreements, grants, loans, equity infusions, guarantees, fiscal incentives, and government provision of goods and services, given to individuals, firms, private institutions, and sub-central governments. It does not include procurements made with a view to commercial resale or made by one entity or enterprise from another entity or enterprise of Canada.
3. Any exclusion that is related either specifically or generally to Federal or sub-central entities or enterprises in Annex 1, Annex 2 or Annex 3 will also apply to any successor entity or entities, enterprise or enterprises, in such a manner as to maintain the value of this offer.
4. Until such time as there is a mutually agreed list of services to be covered by all Parties, a service listed in Annex 4 is covered with respect to a particular Party only to the extent that such Party has provided reciprocal access to that service.

5. Where a contract to be awarded by an entity is not covered by this Agreement, this Agreement shall not be construed to cover any good or service component of that contract.
6. With the exception of the United States of America, the offer by Canada with respect to goods and services (including construction) in Annex 2 is subject to negotiation of mutually acceptable commitments (including thresholds) with other Parties.
7. The offer by Canada, with respect to goods and services (including construction) in Annex 3, is subject to negotiation of mutually acceptable commitments (including thresholds) with other Parties, with initial commitments to be specified on or before 15 April 1994 and specific commitments to be confirmed within eighteen months after the conclusion of the new Government Procurement Agreement.
8. The Agreement shall not apply to contracts under an international agreement and intended for the joint implementation or exploitation of a project.
9. For the European Union, Canada's offer excludes procurements of FSC 70, 74 and 36 until such time as reciprocal access is provided.
10. For the European Union, this Agreement shall not apply to contracts awarded by entities in Annexes 1 and 2 in connection with activities in the field of drinking water, energy, transport or telecommunications.