

ORGANISATION MONDIALE DU COMMERCE

RESTRICTED

GPA/MOD/JPN/4

7 avril 2004

(04-1567)

Comité des marchés publics

Original: anglais

MODIFICATION PROPOSÉE DE L'APPENDICE I CONCERNANT LE JAPON

Communication du Japon au titre de l'article XXIV:6 a)¹ de l'Accord sur les marchés publics

La communication ci-après, datée du 3 avril 2004 et adressée par la délégation du Japon, est distribuée aux Parties à l'Accord sur les marchés publics.

1. Conformément à l'article XXIV, paragraphe 6 a) de l'Accord sur les marchés publics, le gouvernement japonais souhaite notifier au Comité des marchés publics la modification de pure forme ci-après se rapportant à l'Annexe 3 de l'Appendice I de l'Accord:

- Ajouter "National Hospital Organization" après "National Printing Bureau" dans le groupe B de la "Liste des entités" et dans la "Liste des entités qui passent des marchés portant sur des services spécifiés à l'Annexe 4".

2. La modification susmentionnée découle du changement organisationnel suivant concernant une entité du gouvernement central figurant à l'Annexe 1. Elle ne modifie pas le niveau du champ d'application mutuellement convenu de l'Accord.

- 1) Dans le cadre de la réforme du gouvernement central japonais, 154 hôpitaux nationaux (c'est-à-dire rattachés au Ministère de la santé, du travail et de l'aide sociale figurant à l'Annexe 1) sont réorganisés pour former la "National Hospital Organization" (Organisation nationale des hôpitaux), dont le siège est à Tokyo. (Les autres hôpitaux nationaux, à savoir 13 sanatoriums nationaux pour la maladie de Hansen et six centres nationaux de soins médicaux avancés et spécialisés, restent rattachés au Ministère de la santé, du travail et de l'aide sociale figurant à l'Annexe 1.) En vertu de la Loi sur l'Organisation nationale des hôpitaux (Loi n° 191 du 20 décembre 2002) et des ordonnances y relatives, ce changement organisationnel

¹ L'article XXIV:6 a) dispose ce qui suit: "Les rectifications, les transferts d'une entité d'une Annexe à une autre ou, dans des cas exceptionnels, les autres modifications se rapportant aux Appendices I à IV seront notifiés au Comité, accompagnés de renseignements concernant les conséquences probables du changement pour le champ d'application mutuellement convenu du présent accord. S'ils sont de pure forme ou mineurs, les rectifications, transferts ou autres modifications prendront effet à la condition qu'aucune objection n'y ait été faite dans un délai de 30 jours. Dans les autres cas, le Président du Comité convoquera le Comité dans les moindres délais. Le Comité examinera la proposition et toute demande d'ajustements compensatoires, afin de préserver l'équilibre des droits et des obligations et de maintenir le champ d'application mutuellement convenu du présent accord à un niveau comparable à son niveau antérieur à la notification. S'il n'est pas possible d'arriver à un accord, la question pourra être traitée ensuite selon les dispositions de l'article XXII."

entre en vigueur à partir du 1^{er} avril 2004. L'Organisation nationale des hôpitaux est constituée en tant qu'institution administrative autonome (IAI), juridiquement indépendante du gouvernement.

- 2) Comme cette nouvelle organisation ne fait pas partie des entités du gouvernement central visées par la Loi sur les comptes de la nation et qu'elle n'est assujettie ni à la Loi d'organisation des pouvoirs publics, ni à la Loi instituant le Bureau du Cabinet, le Japon a décidé de l'ajouter à l'Annexe 3 à la fois pour les fournitures et les services (dans le groupe B de la "Liste des entités" et de la "Liste des entités qui passent des marchés portant sur les services spécifiés à l'Annexe 4" figurant à l'Annexe 3). De cette façon, l'Accord peut lui être appliqué avec les mêmes valeurs de seuil et conditions que celles qui sont prévues à l'Annexe 1 pour les entités du gouvernement central.
- 3) Depuis le 1^{er} avril 2004, cette entité a des règles comptables qui lui servent à appliquer les seuils et procédures appropriés au titre de l'Accord. Les procédures de contestation prévues à l'article XX de l'Accord s'appliquent aux marchés passés par cette entité, qui relève du Ministère de la santé, du travail et de l'aide sociale.

3. La pièce jointe A² indique la modification que le Japon propose d'apporter aux pages 3/5 et 5/5 de l'Annexe 3 de l'Appendice I. La pièce jointe B² reprend les pages 3/5 et 5/5 de l'Annexe 3 de l'Appendice I telles qu'elles se présenteront après la modification.

² Les pièces jointes A et B sont en anglais uniquement.

APPENDIX I	JAPAN	ANNEX 3	Page 3/5
------------	-------	---------	----------

ATTACHMENT A

Supplies (cont'd)

- National Traffic Safety and Environment Laboratory
- National Maritime Research Institute
- Port and Airport Research Institute
- Electronic Navigation Research Institute
- Civil Engineering Research Institute of Hokkaido
- Marine Technical College
- National Institute for Sea Training
- Schools for Seafarers Training
- Civil Aviation College
- National Institute for Environmental Studies
- Labor Management Organization for USFJ Employees
- National Agency for Vehicle Inspection
- National Statistics Center
- Japan Mint
- National Printing Bureau
- National Hospital Organization
- Japan National Oil Corporation (c)
- Japan Railway Construction Public Corporation (a) (d)
- New Tokyo International Airport Authority
- Japan Highway Public Corporation
- Metropolitan Expressway Public Corporation
- Hanshin Expressway Public Corporation
- Honshu-Shikoku Bridge Authority
- Urban Development Corporation (a)
- Japan Science and Technology Corporation
- Japan Nuclear Cycle Development Institute (b)
- Japan Environmental Corporation
- Japan International Cooperation Agency
- Social Welfare and Medical Service Corporation
- Government Pension Investment Fund
- Agriculture and Livestock Industries Corporation
- Japan Oil, Gas and Metals National Corporation (c)
- Japan Small and Medium Enterprise Corporation
- Japan Post
- Labour Welfare Corporation
- Employment and Human Resources Development Organization of Japan
- Okinawa Development Finance Corporation
- National Life Finance Corporation
- Agriculture, Forestry and Fisheries Finance Corporation
- Japan Finance Corporation for Small Business
- Housing Loan Corporation
- Japan Finance Corporation for Municipal Enterprises
- Development Bank of Japan
- Japan Bank for International Cooperation
- Teito Rapid Transit Authority (a)
- Japan Tobacco Inc. (g)
- Hokkaido Railway Company (a)(g)
- East Japan Railway Company (a)(g)
- Central Japan Railway Company (a)(g)
- West Japan Railway Company (a)(g)
- Shikoku Railway Company (a)(g)
- Kyushu Railway Company (a)(g)
- Japan Freight Railway Company (a)(g)
- Nippon Telegraph and Telephone Co. (f)(g)
- Northern Territories Issue Association
- Japan Consumers Information Center

Services

Threshold:

Construction services:

4,500 thousand SDR for Japan Post in Group A
15,000 thousand SDR for all other entities in Group A
4,500 thousand SDR for entities in Group B

Architectural, engineering and other technical services covered by this Agreement:
450 thousand SDR

Other services: 130 thousand SDR

List of Entities which procure the services, specified in Annex 4:

1. Group A

- Water Resources Development Public Corporation
- Japan Regional Development Corporation
- Japan Green Resources Corporation

APPENDIX I	JAPAN	ANNEX 3	Page 5/5
------------	-------	---------	----------

Services (cont'd)

- Fisheries Research Agency
- Research Institute of Economy, Trade and Industry
- National Center for Industrial Property Information
- Nippon Export and Investment Insurance
- National Institute of Advanced Industrial Science and Technology
- National Institute of Technology and Evaluation
- Public Works Research Institute
- Building Research Institute
- National Traffic Safety and Environment Laboratory
- National Maritime Research Institute
- Port and Airport Research Institute
- Electronic Navigation Research Institute
- Civil Engineering Research Institute of Hokkaido
- Marine Technical College
- National Institute for Sea Training
- Schools for Seafarers Training
- Civil Aviation College
- National Institute for Environmental Studies
- Labor Management Organization for USFJ Employees
- National Agency for Vehicle Inspection
- National Statistics Center
- Japan Mint
- National Printing Bureau
- National Hospital Organization

Notes to Annex 3

1. Products and services procured with a view to resale or with a view to use in the production of goods for sale are not included.
2. This Agreement shall not apply to contracts to be awarded to co-operatives or associations in accordance with laws and regulations existing at the time of the entry into force of this Agreement for Japan.

3. This Agreement shall not apply to contracts which the entities in Group A award for purposes of their daily profit-making activities which are exposed to competitive forces in markets. This note shall not be used in a manner which circumvents the provisions of this Agreement.

4. Notes to specific entities:

- (a) Procurement related to operational safety of transportation is not included.
- (b) Procurement which could lead to the disclosure of information incompatible with the purpose of the Treaty on the Non-Proliferation of Nuclear Weapons or with international agreements on intellectual property rights is not included. Procurement for safety-related activities aiming at utilization and management of radioactive materials and responding to emergencies of nuclear installation is not included.
- (c) Procurement related to geological and geophysical survey is not included.
- (d) Procurement of advertising services, construction services and real estate services is not included.
- (e) Procurement of ships to be jointly owned with private companies is not included.
- (f) Procurement of public electrical telecommunications equipment and of services related to operational safety of telecommunications is not included.
- (g) Procurement of the services specified in Annex 4, other than construction services, is not included.

APPENDIX I	JAPAN	ANNEX 3	Page 3/5
------------	-------	---------	----------

ATTACHMENT B

Supplies (cont'd)

- National Traffic Safety and Environment Laboratory
- National Maritime Research Institute
- Port and Airport Research Institute
- Electronic Navigation Research Institute
- Civil Engineering Research Institute of Hokkaido
- Marine Technical College
- National Institute for Sea Training
- Schools for Seafarers Training
- Civil Aviation College
- National Institute for Environmental Studies
- Labor Management Organization for USFJ Employees
- National Agency for Vehicle Inspection
- National Statistics Center
- Japan Mint
- National Printing Bureau
- National Hospital Organization

Services

Threshold:

Construction services:

4,500 thousand SDR for Japan Post in Group A
15,000 thousand SDR for all other entities in Group A
4,500 thousand SDR for entities in Group B

Architectural, engineering and other technical services covered by this Agreement:
450 thousand SDR

Other services: 130 thousand SDR

List of Entities which procure the services, specified in Annex 4:

1. Group A

- Water Resources Development Public Corporation
- Japan Regional Development Corporation
- Japan Green Resources Corporation

- Japan National Oil Corporation (c)
- Japan Railway Construction Public Corporation (a) (d)
- New Tokyo International Airport Authority
- Japan Highway Public Corporation
- Metropolitan Expressway Public Corporation
- Hanshin Expressway Public Corporation
- Honshu-Shikoku Bridge Authority
- Urban Development Corporation (a)
- Japan Science and Technology Corporation
- Japan Nuclear Cycle Development Institute (b)
- Japan Environmental Corporation
- Japan International Cooperation Agency
- Social Welfare and Medical Service Corporation
- Government Pension Investment Fund
- Agriculture and Livestock Industries Corporation
- Japan Oil, Gas and Metals National Corporation (c)
- Japan Small and Medium Enterprise Corporation
- Japan Post
- Labour Welfare Corporation
- Employment and Human Resources Development Organization of Japan
- Okinawa Development Finance Corporation
- National Life Finance Corporation
- Agriculture, Forestry and Fisheries Finance Corporation
- Japan Finance Corporation for Small Business
- Housing Loan Corporation
- Japan Finance Corporation for Municipal Enterprises
- Development Bank of Japan
- Japan Bank for International Cooperation
- Teito Rapid Transit Authority (a)
- Japan Tobacco Inc. (g)
- Hokkaido Railway Company (a)(g)
- East Japan Railway Company (a)(g)
- Central Japan Railway Company (a)(g)
- West Japan Railway Company (a)(g)
- Shikoku Railway Company (a)(g)
- Kyushu Railway Company (a)(g)
- Japan Freight Railway Company (a)(g)
- Nippon Telegraph and Telephone Co. (f)(g)
- Northern Territories Issue Association
- Japan Consumers Information Center

APPENDIX I	JAPAN	ANNEX 3	Page 5/5
------------	-------	---------	----------

Services (cont'd)

- Fisheries Research Agency
- Research Institute of Economy, Trade and Industry
- National Center for Industrial Property Information
- Nippon Export and Investment Insurance
- National Institute of Advanced Industrial Science and Technology
- National Institute of Technology and Evaluation
- Public Works Research Institute
- Building Research Institute
- National Traffic Safety and Environment Laboratory
- National Maritime Research Institute
- Port and Airport Research Institute
- Electronic Navigation Research Institute
- Civil Engineering Research Institute of Hokkaido
- Marine Technical College
- National Institute for Sea Training
- Schools for Seafarers Training
- Civil Aviation College
- National Institute for Environmental Studies
- Labor Management Organization for USFJ Employees
- National Agency for Vehicle Inspection
- National Statistics Center
- Japan Mint
- National Printing Bureau
- National Hospital Organization

Notes to Annex 3

1. Products and services procured with a view to resale or with a view to use in the production of goods for sale are not included.
2. This Agreement shall not apply to contracts to be awarded to co-operatives or associations in accordance with laws and regulations existing at the time of the entry into force of this Agreement for Japan.

3. This Agreement shall not apply to contracts which the entities in Group A award for purposes of their daily profit-making activities which are exposed to competitive forces in markets. This note shall not be used in a manner which circumvents the provisions of this Agreement.

4. Notes to specific entities:

- (a) Procurement related to operational safety of transportation is not included.
- (b) Procurement which could lead to the disclosure of information incompatible with the purpose of the Treaty on the Non-Proliferation of Nuclear Weapons or with international agreements on intellectual property rights is not included. Procurement for safety-related activities aiming at utilization and management of radioactive materials and responding to emergencies of nuclear installation is not included.
- (c) Procurement related to geological and geophysical survey is not included.
- (d) Procurement of advertising services, construction services and real estate services is not included.
- (e) Procurement of ships to be jointly owned with private companies is not included.
- (f) Procurement of public electrical telecommunications equipment and of services related to operational safety of telecommunications is not included.
- (g) Procurement of the services specified in Annex 4, other than construction services, is not included.