

ARTICLE 1

Objective, Definitions and Scope of the Agreement

1. The purpose of this Agreement is to secure reciprocal, transparent and non-discriminatory access for the Parties' suppliers and service providers to the procurement of goods and incidental services by the entities listed in Annex 1(a) and 1(b) (hereinafter collectively referred to as the "entities" and singularly as an "entity").
2. For the purpose of this Agreement:
 - (a) "goods" means:
 - (i) telecommunications (wireline and wireless) equipment and materials originating in the territories of the Parties that are components of telecommunications networks, including switching, transmission, access and terminal equipment, or that are used in the development, configuration, installation, operation, maintenance, repair and management of telecommunications networks; and
 - (ii) research and development equipment, testing and measurement equipment and training equipment that are included in a tender for the procurement of telecommunications equipment and materials covered by this Agreement.
 - (b) "incidental service" means any service that is included in a tender for the procurement of a good covered by this Agreement.
 - (c) "territory" means:
 - (i) with respect to Korea, the territory of Korea as well as those maritime areas, including the seabed and subsoil adjacent to the outer limit of the territorial areas over which Korea exercises, in accordance with international law, sovereign rights or jurisdiction for the purpose of exploration and exploitation of natural resources of such areas.
 - (ii) with respect to Canada, the territory to which its customs laws apply, including any areas beyond the territorial seas of Canada within which, in accordance with international law and its domestic laws, Canada may exercise rights with respect to the seabed and subsoil and their natural resources;
3. This Agreement applies to any laws, regulations, procedures or practices of the Parties relating to procurement:
 - (a) by entities listed in Annex 1(a) in the case of Korea and Annex 1(b) in the case of Canada;
 - (b) of goods and incidental services; and
 - (c) where the value of the contract to be awarded is a minimum of 130,000 SDR (Special Drawing Rights).