



**Open-ended Working Group of the Basel Convention
on the Control of Transboundary Movements of
Hazardous Wastes and Their Disposal
Eleventh meeting**

Geneva, 3–6 September 2018
Agenda item 3 (b) (iv)

**Matters related to the work programme of the
Open-ended Working Group for 2018–2019:
scientific and technical matters: marine plastic
litter and microplastics**

**Draft terms of reference for the Basel Convention Partnership
on Plastic Wastes as a basis for further consultation**

Note by the Secretariat

The annex to the present note contains draft terms of reference for the Basel Convention Partnership on Plastic Wastes developed by the Open-ended Working Group at its eleventh meeting. In paragraph 8 of decision OEWG-11/8, the Working Group invited Parties and others to provide comments on the draft terms of reference and suggestions on elements of the work programme of the Partnership for the biennium 2020–2021 by 17 December 2018. The present note, including its annex, has not been formally edited.

Annex

Draft terms of reference for the Basel Convention Partnership on Plastic Wastes as a basis for further consultation

I. Goal

1. The goal of the Partnership is to improve and promote the environmentally sound management of plastic wastes and minimize their generation so as to reduce significantly, and in the long-term eliminate, the discharge of plastic and microplastics into the environment and in particular the marine environment.

II. Scope

2. The Partnership will cover all plastic wastes at all stages of the life cycle of plastics.

III. Objectives

3. The objectives of the Partnership will be to work collaboratively [with other global initiatives] to develop non-binding approaches related to the following priority areas:

(a) Promoting the environmentally sound management of plastic wastes;

(b) [Advancing] [Assisting] [Informing] [Supporting] the development of policy, regulatory frameworks, and strategies [to] [that] minimize the use of unnecessary or avoidable plastics [taking into account the life cycle approach] [with special focus on single use plastics];

(c) Promoting better design and innovation [including the development of alternatives] to achieve a reduction in the amount of plastic becoming waste, to improve in particular reuse, repair, ~~recovery~~ and recyclability, as well as to avoid hazardous substances in plastics;

(d) [Developing a mechanism for] [promoting effective monitoring of transboundary movement of plastics as well as better control and minimization of plastic wastes.]

IV. Overall tasks

4. The overall tasks of the Partnership will be as follows:

(a) [Provide assistance and capacity building at the domestic level to strengthen policies, regulations and strategies to improve plastic waste management];

(b) Undertake and/or contribute to outreach education and awareness raising activities;

(c) Collect information to undertake analysis and within the capability of the Partnership to disseminate widely the possible solutions to barriers to plastic recycling;

(d) Collect information and undertake analysis on the environmental, economic and social impacts of initiatives;

(e) Transfer of knowledge, experiences and information;

(f) Undertake pilot projects;

(g) Engage in monitoring [and control] of transboundary movements of plastic wastes;

(h) Encourage research and development.

V. Working Principles

5. The working principles of the Partnership will be the following:

(a) To promote dialogue amongst governments, regional and local authorities, Regional Seas Programmes, intergovernmental organizations, private sector, non-governmental organizations and academia on initiatives that could be carried out in different regions;

(b) To foster best practice solutions showing concrete and practical results consistent with the Basel Convention, and make recommendations;

(c) To coordinate and cooperate, as appropriate, with other bodies involved in activities concerning the management of plastic wastes, and to build on the body of knowledge currently existing on best practices, successes and challenges, realized through similar work programmes at the local, regional and global level, including the Partnership on Household Waste and the Global Partnership on Marine Litter;

(d) Decisions on all matters shall be made by consensus as detailed in section XIII below;

(e) In order to avoid duplication of work, all efforts should be made for the Partnership on Household Waste and the Partnership on Plastic Wastes to timely share information and consult each other on those areas where overlaps could occur. The Partnership on Household Waste should defer work related to plastic to the Partnership on Plastic Wastes. This will contribute to ensuring clarity of work activities, thus maximizing the use of resources and complementarity.

VI. The Working Group

6. The working group on the Partnership (hereinafter “working group”), established by the Conference of the Parties to the Basel Convention in its decision BC-14/[...], shall be responsible for overseeing organizational matters pertaining to the implementation of the Partnership’s activities and shall serve as a forum for information sharing. The rules of procedure of the Conference of the Parties to the Basel Convention will apply mutatis mutandis to the working group.

7. The working group will decide on the priorities of the Partnership and may establish project groups (hereinafter “project groups”) to work on specific tasks as necessary to assist in the undertaking of specific activities falling within the mandate of the working group.

8. Members of the working group will meet at least twice a calendar year. Meetings may be in person, by conference call or by any other means, including electronically. Meetings of the working group shall be closed, unless the working group decides otherwise.

9. The duties of the working group are enumerated in greater detail in Appendix I to the present terms of reference.

10. The working group shall operate under the guidance of and report to the Open-ended Working Group and the Conference of the Parties to the Basel Convention, through the Secretariat of the Basel Convention.

11. As directed by the Conference of the Parties in its decision BC-14/[...], the working group will coordinate and collaborate, as appropriate, on activities with other organizations and initiatives to establish synergies and prevent duplication.

VII. Project groups

12. The working group will decide on the size, mandate, term and terms of reference of the project groups on a case by case basis.

13. The project groups may establish project sub-groups as needed. The project groups, through the project group chairs, report to the working group which will review and approve the products and reports prepared by the project groups.

14. Chairs of project groups may decide to invite non-member experts possessing specialized technical knowledge on an issue to be discussed at a meeting to participate in that meeting, or parts thereof. In addition, non-members wishing to participate as experts should send their request to participate, which should be endorsed by an existing working group member, in a brief written proposal (2 pages maximum) to the Secretariat who would consult the working group members for their views and a decision on the expert’s participation made through a written procedure by the working group.

15. The terms of reference of the working group will apply mutatis mutandis to the project groups.

16. Once a project group has completed the objective assigned to it by and reported to the working group, the project group shall be dissolved, unless decided otherwise by decision of the working group.

VIII. Duration

17. The Partnership shall be dissolved upon completion of the activities under its work plan which is approved by the Conference of the Parties to the Basel Convention. The Partnership may be

terminated at any time prior to completion of its work plan by consensus of the members of the Partnership working group and by confirmation of the Conference of the Parties. The Partnership can be extended under the authority of a new decision of the Conference of the Parties to the Basel Convention.

IX. Membership

18. Membership of the working group is open to Parties and signatories to the Basel Convention, municipalities, intergovernmental and non-governmental organizations including private sector and academia dealing with the different aspects of waste management, e.g., collection, transport, separation, recycling, other recovery including energy recovery and final disposal of household wastes, including the sound handling of hazardous objects and substances contained in household wastes, as well as manufacturers, academia, public-interest groups, and Basel and Stockholm Convention Regional and Coordinating Centres for Capacity Building and Technology Transfer (BCRCs/BCCCs, SCRCs) which have specific expertise and experience required for the activities of the Partnership and which satisfy the following criteria:

- (a) Demonstrated commitment to the principles, practice and promulgation of the concept of environmentally sound management pursuant to the Basel Convention;
- (b) Demonstrated commitment to engage in meaningful and constructive dialogue and cooperation with other partners, the Parties and signatories to the Basel Convention, Basel and Stockholm Convention regional centres and coordinating centres, and the Secretariat;
- (c) Demonstrated expertise or standing in the subject of the particular project or initiative;
- (d) Demonstrated disposition to be proactive, collaborative, and solution-oriented with respect to the Partnership mission;
- (e) Demonstrated commitment and ability to provide annual membership pledges in accordance with the financial arrangements in Appendix 2 as a prerequisite for membership in the working group;
- (f) Demonstrated networking capacity and commitment to follow the procedures and practices provided in the present terms of reference, including in particular those related to confidentiality.

19. Members of the working group will seek to achieve a membership that includes a diversity and balance of stakeholders and geographic regions. The participation of members will at all times be voluntary.

20. Representatives of members of the working group participate solely in their official capacity.

21. Admission and suspension of membership to the working group shall be decided by the working group. Any entity wishing to be admitted as a member of the working group shall formally communicate this to the Secretariat, stating how the applicant has met the membership criteria under the present terms of reference, for onward transmittal to, and consideration by, the working group at its next meeting.

22. All members of the working group shall have equal status, rights and responsibilities within the working group.

23. Members of the working group representing a Party or a signatory to the Convention shall be represented by an official from a ministry or agency which is concerned with the subject matter of the Partnership.

X. Officers

24. The working group shall elect among its members two co-chairs and such other officers as it deems necessary. Members of the working group from municipalities, non-governmental organizations including public-interest groups, private sector and academia will be encouraged to assume leadership roles.

25. The Officers' responsibilities shall include:

- (a) Prepare and conduct meetings of the working group, including deciding on the dates, form and venue of the meetings, preparing a draft agenda for consideration by the working group, deciding whether experts should be invited to attend specific meetings and preparing minutes of meetings;

- (b) Prepare an annual budget and a draft work plan, based on the available resources, the mandate provided by the Conference of the Parties to the Basel Convention and the guidance from the Open-ended Working Group of the Basel Convention, for consideration and adoption by the working group;
 - (c) Coordinate the working group's activities, including between the meetings of the working group;
 - (d) Liaise between the working group and the project groups, and, if required, the Secretariat;
 - (e) Assist the working group in its responsibilities as required by the working group;
 - (f) Assist in the attracting of new members to the Partnership;
 - (g) Report at meetings of the Open-ended Working Group and the Conference of the Parties on the activities of the working group.
26. If an officer resigns or is otherwise unable to continue with his or her functions, the working group shall consider the need to elect a replacement.

XI. Observers and Experts

27. Non-member Parties or signatories to the Basel Convention, intergovernmental and non-governmental organizations, stakeholders, including manufacturers, recyclers, refurbishers and academia, and BCRCs/BCCCs, SCRCs wishing to participate as observers in meetings of the working group to observe meetings or parts thereof in consideration of joining the Partnership shall address, through the Secretariat, a duly motivated request to the working group. The working group shall consider the request at its next meeting. Observers may be allowed to participate in the working group for a limited time, approximately four (4) months from the time they have been invited by co-chairs.
28. Officers may decide to invite non-member experts possessing specialized technical knowledge on an issue to be discussed at a meeting to participate in that meeting, or parts thereof.
29. Observers and experts will be requested to agree to respect the confidentiality provisions applicable to the members of the working group. Observers and experts will also be requested to comply with the terms of reference, as applicable to them.

XII. Secretariat

30. The Secretariat of the Basel Convention shall be the secretariat of the Partnership.
31. The functions of the Secretariat shall be to facilitate the Partnership's activities as necessary, in accordance with the relevant provisions of Article 16 of the Basel Convention on the Control of the Transboundary Movements of Hazardous Wastes and relevant decisions adopted by the Conference of the Parties.

XIII. Decision-making

32. Decisions by the working group on all matters shall be made by consensus.
33. Decisions taken by the working group shall only be effective as between its members. Any decision taken under the Partnership cannot create or abrogate rights or responsibilities of Parties under the Basel Convention.
34. In the event of any disagreement or conflict between the members of the working group, the procedure as set out in paragraph 48 below shall apply.

XIV. Confidentiality

35. The Chatham House Rule¹ shall apply to all activities under the Partnership, including meetings and inter-sessional correspondence. The Chatham House Rule states that participants are free to use the information received, but neither the identity nor the affiliation of the speaker(s), nor that of any other participant may be revealed.

¹ <https://www.chathamhouse.org/chatham-house-rule>.

36. The obligation of confidentiality set out herein shall subsist for all members of the working group on the Partnership beyond the duration of their membership to the Partnership.

XV. Public Information

37. Information released on behalf of the Partnership shall be agreed to by all members of the working group. Such information shall be released through the Secretariat.

XVI. Financial Arrangements

38. The financial arrangements of the Partnership are outlined in Appendix II.

39. Contributions from members shall be paid promptly and, at the latest, four months from the date of approval of the budget by the working group.

40. The funds for the Partnership shall be held in trust for the Partnership in the Basel Convention trust fund. The officers of the working group will liaise with the Secretariat before providing a financial report in relation to these funds on a yearly basis.

XVII. Intellectual Property Rights

41. Nothing in connection with the Partnership operations shall be construed as granting or implying rights to, or interest in, intellectual property of the members of the Partnership working group. However, in the event that the members foresee that intellectual property that can be protected shall be created in relation to a particular activity, project or programme to be carried out under this Partnership, the members shall negotiate and agree on terms of its ownership.

XVIII. Publications, Names, Emblems or Logos

42. For documents that are produced by the Partnership and approved or adopted by the Conference of the Parties to the Basel Convention the following shall apply:

- (a) The logos of the Basel Convention and the United Nations Environment Programme shall be placed on the front cover;
- (b) Partnership specific graphics can be used as part of the design of the front cover;
- (c) Names of members of the working group shall appear under a list of acknowledgements on the inside cover.

43. Members of the working group shall not use the names, emblems or logos, and any abbreviations thereof, of the Basel Convention, of the United Nations Environment Programme and of the United Nations in their own publication without the prior written authorization of each of those organizations in relation to each specific use. In no event shall authorization to use the United Nations' or the United Nations Environment Programme's or the Basel Convention's respective names or emblems or logos be granted for commercial purposes; or be deemed to suggest an endorsement of any of the working group members' products, business practices or services by the United Nations, the United Nations Environment Programme or the Secretariat.

XIX. Liability

44. Each member of the Partnership working group will be responsible for dealing with any claims or demands arising out of its actions or omissions, and those of its respective personnel.

45. Neither the Partnership nor any of the members of the working group shall be held liable for any direct, incidental, consequential, indirect or punitive damages arising out of any activity, policy, and or other action undertaken by any party, including partners, in the context of the Partnership and its functioning.

46. The United Nations, the United Nations Environment Programme, the Conference of the Parties to the Basel Convention and the Secretariat, their officials, personnel and representatives, shall be held harmless and shall not be responsible for dealing with any legal action, suit, claim, demand and liability of any nature or kind, which may arise from or attributable to the operation of this Partnership or of the working group, or activities implemented there under.

47. Nothing under the Partnership shall be deemed a waiver of any privileges and immunities of the United Nations, of the United Nations Environment Programme, and of the Secretariat.

XX. Dispute Resolution / Arbitration

48. In the event of a dispute, controversy or claim that arises between members of the working group, which is not covered under the present terms of reference, the following process shall be followed:

- (a) They shall use their best efforts to settle amicably any dispute, controversy or claim;
- (b) Members with grievances shall submit their respective grievances to the officers of the working group;
- (c) The officers shall discuss the situation with the members concerned, and then come to a decision regarding the dispute;
- (d) In order to continue membership with the Partnership, members concerned shall comply with the decision arrived at by the officers using the above-mentioned procedure;
- (e) Should the members wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then prevailing, or according to such other procedure as may be agreed between the members;
- (f) Any dispute, controversy or claim arising between the members, which is not settled amicably in accordance with the foregoing sub-paragraphs may be referred by either member to arbitration under the UNCITRAL Arbitration Rules then in force. The members shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

XXI. Overriding Authority of the Conference of the Parties to the Basel Convention

49. The Conference of the Parties to the Basel Convention shall have overriding authority over all activities under the Partnership.

Appendix I: Duties of the Working Group

I. Operational

1. As being responsible for overseeing organizational matters pertaining to the implementation of the Partnership's activities, the working group shall:
 - (a) Oversee the execution of the work plan for the Partnership;
 - (b) Set priorities based on the work plan;
 - (c) Oversee activities of the project groups, and play an active role in conflict resolution;
 - (d) Review and approve work products and reports prepared by project groups;
 - (e) Take the lead in awareness raising, outreach, coordination and resource mobilization in relation to activities undertaken by the project groups;
 - (f) Report through the Secretariat progress on the implementation of the Partnership work plan to the Open-ended Working Group and the Conference of the Parties;
 - (g) Prepare proposals for a work plan of the Partnership for the next biennium as needed.

II. Administrative

2. The working group shall:
 - (a) Ensure timely implementation of the work plan approved by the Conference of the Parties;
 - (b) Coordinate activities within the Partnership, in particular between the project groups and the working group;
 - (c) Liaise with the Secretariat in relation to the functions carried out by the Secretariat to facilitate the activities of the Partnership;
 - (d) Receive and consider requests for membership of the Partnership, as communicated to the Secretariat;
 - (e) Review requests for membership of the Partnership. Transmit any objections or recommendations relating to requests for membership to the Secretariat.

III. Financial

3. The working group shall:
 - (a) Prepare appropriate and sustainable financial arrangement proposals for the Partnership;
 - (b) Liaise with the Secretariat to provide financial reports on the Partnership funds retained in the Basel Convention Trust Fund and prepare an annual budget for the Partnership;
 - (c) Liaise with the Secretariat to conclude Memoranda of Understanding with partners on financial arrangements as needed;
 - (d) Undertake other such activities as agreed to by consensus of the Partnership members, and approved by the Conference of the Parties or the Open-ended Working Group of the Basel Convention.

Appendix II: Financial Arrangements

I. Introduction

1. In order that the Partnership can operate on a reliable basis, it is essential to have predictable funding. Partners involved in the Partnership should make financial contributions as set forth below to enable a successful operation of the Partnership.
2. Representatives of industry bodies or associations, individual companies, and non-government organizations would be able to participate as partners in the Partnership meetings and teleconferences where their body has paid the appropriate annual subscription, based on the proposed sliding scale of assessment (see below table: Sliding scales of assessment for annual subscriptions to the Partnership).
3. Individuals representing industry bodies or associations in the Partnership meetings and teleconferences should normally be employees of the industry body or association, and not be from an individual company. Exceptions to this practice might be necessary where the particular expertise of an individual is deemed necessary. Individual companies may be represented separately.
4. It is noted, however, that exceptional participation by experts should be flexible enough to allow those experts to contribute to specific discussions at the project group level where their company, business association or non-governmental organization had not paid a membership fee. In such situations, any proposed experts should send their request to participate, which should be endorsed by an existing Partnership working group member, as a brief written proposal (2 pages maximum) to the Secretariat that would consult the Partnership working group for their views and a decision on the expert's participation made through a written procedure by the working group.

II. Contributions

5. Parties and Signatories: Parties and Signatories, governmental institutions and municipalities could make voluntary contributions to the Technical Cooperation Trust Fund, and could target them towards the Partnership generally or towards specific projects and agree to them being identified as contributions to the Partnership.
6. Private Sector and Public-interest Non-governmental Organizations: Individual companies, industry associations and public-interest non-governmental organizations will provide an annual subscription to participate as partners in the Partnership, based on proposed sliding scales of assessment (set out in the table below).
7. Invited Non-governmental Organization Observers and Experts: Non-governmental organization observers and experts invited by the Partnership can participate at no charge.
8. Research Institutions, Academic Institutions, Regional Centres and other UN Bodies: Independent research institutes, academic institutions, Basel and Stockholm Convention Regional and Coordinating Centres and other UN Bodies are welcome to attend the Partnership meetings as active participants, and to make in kind and financial contributions towards its work. No membership fee would apply to these organisations.

Table: Sliding scales of assessment for annual subscriptions to the Partnership

[to be completed]
