

Basel Convention
Summary Record of the Preparatory Meeting for a
Public-Private on the Environmentally Sound Management of Used and End of Life
Partnership on Computing Equipment
28-29 June, 2007
Geneva

I. Opening of the meeting

The Secretariat of the Basel Convention opened the meeting and noted that the purpose of the Preparatory Meeting was to discuss the concept, scope and possible work programme for a global partnership on used and end-of-life computing equipment. This initiative is important in the context of Basel Convention's objective to ensure that wastes and end-of-life products are being managed in an environmentally sound manner.

Following these introductory remarks, the Secretariat mentioned that the aim of this meeting is to collect input and comments in light of past stakeholder consultations and the outcome of the eighth meeting of the Conference of the Parties to the Basel Convention, principally decision VIII/2 on Creating innovative solutions through the Basel Convention for the environmentally sound management of electrical and electronic wastes and the Nairobi declaration on the environmentally sound management of electrical and electronic waste.

The chair of the meeting was Mr. Oswaldo Alvarez-Perez from the Permanent Mission of Chile.

As the first order of business, the Chair reviewed the proposed agenda and it was adopted with no additions or deletions.

The adoption was followed by general remarks from the Secretariat, providing an overview on the Basel Convention, the importance of public-private partnerships and the challenge of addressing e-wastes.

The Chair opened the floor for presentations by stakeholders on their views on the organization of the partnership.

II. Summary of Presentations by Stakeholders

- Information on the Basel Convention and e-waste, future challenges and opportunities for the partnership including how to resolve definitional issues, establish ESM standards for refurbishment and recycling and discourage shipments of end-of-life equipment to countries lacking ESM infrastructure.
- E-waste challenges, opportunities, and innovative approaches, for example the need for standards for refurbishment of used computers and a harmonized approach to legislation implementation. Global participation is critical, and as is coordination with other international bodies, for example StEP, to build synergies and to prevent any duplication.
- From the perspective of the recycling industry, many tons of e-waste is recycled, however the amount that is managed in an environmentally sound manner is unclear and is an important aspect to examine. Certification of ESM practices is a way forward to help minimize adverse effects of improper recycling of end-of-life computing equipment.

- Responsible donation, deployment, and disposal of computer equipment, principles for repair and refurbishment programmes of electronic equipment (prior to export), and how the donated equipment should be handled were emphasised.
- Requirements to ensure proper recycling in developing countries were a key priority to strive towards under this partnership.

The Chair summarized these presentations stating that it would indeed be important to develop guidelines on environmentally sound management, and to initiate projects that address country needs, especially those of the developing countries.

Participants voiced the following observations and comments on the presentations by stakeholders:

- Several participants mentioned that the e-waste problem exists mostly in developing countries, particularly Asia. Thus, it is important to come up with innovative local solutions to tackle the problem and to incorporate such activities in the partnership's work programme. It is vitally important to have active participation of developing countries.
- CRT dismantling and recycling was noted as an important a global problem, even though the market for CRT exists primarily in Asia and a few other countries. New initiatives to address the environmentally sound recycling of CRTs are needed.
- Some participants raised the concern that environmentally sound collection and recycling of e-waste may not be economically viable as there may not be sufficient materials of high economic value to be recovered. As such, considerations should be given to identifying some financial or other incentives when setting up collection and take back schemes.

III. Scope and Mission Statement:

It was agreed that the scope (or more precisely could be considered the mission) of the partnership would be: *To increase environmentally sound management of used and end-of-life computing equipment, in particular in developing countries and CEIT, taking into account life cycle thinking, [social responsibility] and the concept of sustainable development.*

IV. Discussions on the structure and activities of the Partnership

After the stakeholder presentations the Secretariat introduced two documents that were submitted as information to the eighth meeting of the Conference of the Parties and developed on the basis of informal stakeholder consultations in 2006: UNEP/CHW.8/INF/3 and UNEP/CHW.8/INF/3/Add1. Following these remarks, the Chair opened the discussions on the objective of the partnership, goal, scope, and possible activities. It was made clear that the preparatory meeting is not aiming for an agreement on all these points, but to propose a number of suggestions for consideration at a subsequent stakeholder consultative meeting.

In summary, stakeholder participants made the following suggestions on the partnership:

A. Potential Activities

Comments and discussions on activities were varied. Below is a summary of the main points raised by participants:

- A number of participants suggested that the partnership should focus on a limited amount of activities, and that the work programme should have specific time lines for completion of these activities. There was no clear agreement on a number of activities discussed.
- It was suggested that a document be prepared incorporating suggestions as far as revised scope/mission and possible activities. It was agreed that the views of developing countries are essential when establishing priorities for future activities that could be carried out under the Partnership.

After some discussion the group identified a few key activities that could be carried out in the first phase of the partnership, although there was no consensus on the activities or their priority:

- **General comments**

- The scope should be broad in order to address concerns or issues with the ESM of computing equipment.
- The partnership is a good forum for developing guideline/standards on environmentally sound recycling of end-of-life computing equipment, including a mechanism for facility certification for ESM.
- Assistance should be provided to developing countries to build their legislative capacity.
- Promote life cycle thinking.
- Address social responsibility.
- There needs to be a clear definition of the type of equipment to be included under this partnership.
- Pilot projects should be initiated on collection of end of life computing equipment in developing countries and CEIT that lack infrastructure and involve informal sector.
- Include some work on green consumerism.
- Come up with innovative solutions.
- A phased approach to undertaking activities under the partnership is a positive way forward.
- ESM refurbishment guidelines [including reuse. Criteria for testing, certification, and labelling, taking into account guidelines developed by other organization]
- ESM recycling practice guidelines/standards and their testing.
- Certification of ESM facilities

- **Coordination with other organizations to prevent duplication and build synergies.**

- Development of take back and collection pilot schemes for used and end-of-life computing equipment in developing countries and CEIT, involving as much as possible the informal sectors.
- Promotion of green consumerism of computers.
- [Streamline [facilitate] transparent and adequate transboundary movement of used [refurbished] and end-of-life computing equipment and prevent illegal traffic]¹.
- Refurbishment:
- Data removal.
- [A standard for exports]

¹ Further discussion needed on this activity as some participants identified the need to address the trade of recyclables from end-of-life computing equipment to ESM facilities and to divert such equipment away from illegal traffic through traceable and transparent movements.

- Donor certification of proper refurbishment (checklist for reuse, significant life-span).
- **Legislation and Practices:**
 - Coordinated legislation.
 - Transparency of exports [transboundary movements].
 - Prevention of illegal movements.
 - [Standards for importation.]
- **Information, Capacity Building, Coordination, and Awareness Raising:**
 - Availability of training on ESM and on imported refurbished computing equipment.
 - Awareness raising on ESM and outputs of partnership.
 - Reporting on what industry is already doing on eco-design/green design.
 - [Examination of the role of the informal sector, its benefits and liabilities and how to engage the former and prevent the latter].
 - Transfer of clean technology and know-how.
 - Investigation of barriers and impediments to recycling and new investments in recycling facilities.
 - [Examination of social, environmental and economic risks and opportunities of different recycling systems].
 - Input to Parties on the definition, classification, recovery and disposal operations (including repair, reuse, direct reuse, upgrading, and reassembly).
 - Development of regional data bases on existing refurbishment and material recovery/ recycling facilities.

Structure of the Partnership

A proposed organizational chart was presented to the group illustrating a working structure with the concept of having a level 1 group as the public-private partnership body and level 2 partnership groups that would be coalition of partners and others tasked with carrying out specific projects or actions.

Following discussions by participants, the Secretariat was asked to revise the chart to incorporate their comments in order to illustrate more clearly the working relationship between the level 1 group, global platform, and the level 2 groups, partner coalitions for activities. The diagram illustrating a proposed working structure is included in Annex 2 of the present report. It was also emphasised that the working structure should also be taken into consideration in the proposed Terms of Reference.

A draft generic Terms of Reference, was presented to participants for comment and discussion. Comments were noted and the Secretariat was asked to streamline the draft generic Terms of Reference and to present to the September 2, 2007, meeting on the partnership.

B. Working Principles

Participants agreed on the following working principles. Brackets are included on points in which agreement was not reached.

1. Promote dialogue amongst governments, industries, NGOs and academia on initiatives that could be carried out in different UN regions.
2. Seek innovative solutions, showing concrete and practical results, and make recommendations, [not limited by the [scope,] existing protocols or procedures of the Convention]

- 2.bis. Seek innovative solutions, showing concrete and practical results [consistent with the rules and procedures of the Convention]
3. Coordination and cooperation, as appropriate with other bodies (involved in e-waste activities).

V. Outcome

- A number of points were suggested to be included into revised work programme for the partnership on computing equipment:
 - The *mission statement* (although often referred to at the meeting as the scope) of the partnership, working principles, and possible activities.
 - The draft generic Terms of Reference for the partnership are found in Annex 1. This generic Terms of Reference are considered a basis for the governance structure. Further work would need to be carried out to streamline the current document and to develop a TOR to reflect the particular needs of a computing equipment partnership, as each partnership is unique.
 - The revised working structure is shown in Annex 2.
- The proposal made by many participants on having a two year renewable membership in the partnership, has many positive aspects and will be presented as part of the partnership structure.

VI. Next Steps

The following process was identified as the next steps for the launching of the partnership.

- Hold a meeting on 2 September 2007, prior to the OEWG 6, to further discuss the partnership, structure, activities and terms of reference. Developing country Parties and Parties from CEITs should be encouraged to attend and provide input.
- Develop a general list of activities and working structure and TOR to be submitted to the OEWG 6 as information documents.
- Prepare a decision on the partnership for the OEWG to consider. The OEWG decision on used and end of life computing equipment partnership would welcome the work of the group and urge the group to continue its discussions to develop a detailed work programme, as an interim advisory body, with timelines, and project descriptions, and to submit it to the ninth meeting of the Conference of Parties (COP 9) in June of 2008 for its consideration and final approval.
- Declaration/Memorandum of Understanding of Letter of Agreement on partnership to be developed for a signing ceremony at the COP 9 in June of 2008, which will take place in Bali Indonesia.
- It was suggested that the Secretariat initiates regional briefings for Geneva missions on the outcome of this meeting. The Secretariat confirmed that it would review its agenda for a pre-briefing meeting on 25 July, 2007 for all Geneva missions on the OEWG. Regional Group meetings could be conducted prior to the OEWG.
- The Secretariat is to send out the report of the meeting, along with revised documents to all focal points by mid-July, 2007.

- There may be a need for a teleconference in August, 2007 to further discuss the documents to be tabled at the September, 2007 meeting.
- Industry and NGO representatives are asked to provide to the Secretariat a list of local stakeholders who should receive documents from the Secretariat and be further involved in the partnership.

VII. Partnership name

Two new names were put forward by participants following the preparatory meeting. It is proposed that the names are merged together to be the new shortened title for the public-private partnership as the text environmentally sound management of used and end of life equipment can be cumbersome. Thus it is proposed to call the partnership: Partnership for Action on Computing Equipment – PACE. If there are no objections voiced, this would be the abbreviation for the Public-Private Partnership Initiative on Used and End of Life Computing Equipment.

Annex 1

DRAFT GENERIC TERMS OF REFERENCE FOR PUBLIC PRIVATE PARTNERSHIPS

This is a basic structure for a terms of reference.

Partners to the [Partnership Name],

Recalling Decision VII/3 adopted by the seventh meeting of the Conference of the Parties to the Basel Convention which adopted the 2005-2006 work plan for the Basel Convention Partnership Programme and the General Principles for the Partnership Programme, as restated herein, [and Decision [xxx/xx] adopted by the [xth] meeting of the Conference of the Parties to the Basel Convention which established the Partnership on [xxxx],

Further recalling Resolution 56/76 adopted by the United Nation General Assembly which stressed that principles and approaches that govern global partnerships should be built on the firm foundation of United Nations purposes and principles, as set out in the Charter, and invites the United Nations system to continue to adhere to a common approach to partnerships which, without imposing undue rigidity in partnership agreements, includes the following principles: common purpose, transparency, bestowing no unfair advantages upon any partner of the United Nations, mutual benefit and mutual respect, accountability, respect for the modalities of the United Nations, striving for balanced representation of relevant partners from developed and developing countries and countries with economies in transition, and not compromising the independence and neutrality of the United Nations system in general and the agencies in particular,

Bearing in mind the Guidelines on Cooperation between the United Nations and the Business Community, issued by the Secretary-General of the United Nations on 17 July 2000, and the Ten Principles of the Global Compact, in particular Principles 7, 8 and 9 on the Environment,

Recognising that the Partnership on [xxxx] shall be a non-bureaucratic, open and voluntary initiative which shall serve as a complement to instruments of regulation at national, regional and international levels,

Adopts the terms of reference for the [xxxx] as follows:

Objectives and Mandate

1. [Set out scope of Partnership here – i.e. the substance which the Partnerships shall be working on] [The Partnership shall operate on two platforms, a Global Platform and the Partner Coalition for Activities Platform, as further described in Annex 1 to the present Terms of Reference. The Global Platform shall serve as a forum for dialogue aimed at catalysing the development of a work programme and in, for instance, raising awareness to the environmentally sound management of used and end-of-life computing equipment problem. The Global Platform shall act as a coordinating forum and mechanism, which is aimed at encouraging and forging Partner Coalitions for Activities to implement the activities devised to achieve the purposes of the Partnership.]
2. [Set out objectives of the Partnership here, including mandate from COP for such a partnership. Alternatively, may wish to merely refer to objectives contained in a Mission Statement which is set out as an Annex [x] to present Terms of Reference.]

3. The Partnership cannot create or abrogate rights or responsibilities of Parties under the Basel Convention.
4. The Partnership is under the authority of the Conference of the Parties to the Basel Convention.

Membership

5. Membership of the Partnership is open to any government, international organization, industry organization, non-governmental organization or academic institution which satisfies the following criteria:
 - a. Demonstrated commitment to the principles, practice and promulgation of the concept of environmentally sound management;
 - b. Demonstrated commitment to engage in meaningful dialogue and cooperation with other partners, the Parties and signatories to the Basel Convention, Basel Convention regional centres, and the Secretariat of the Basel Convention;
 - c. Demonstrated expertise or standing in the subject of the particular project or initiative;
 - d. Demonstrated networking capacity².
6. The involvement of partners will at all times be voluntary.
7. Government members of the Partnership shall be represented by an official from a Ministry or agencies which are related to the subject matter of the Partnership.
8. Non-government members of the Partnership shall demonstrate that they possess relevant experience and/or expertise in a field relevant to the Partnership.
9. Representatives of Partners participating in the Partnership do so solely in their official capacity.
10. Subsequent admission and suspension of membership to the Partnership following its initial launching shall be subject to review by the Bureau. Any entity wishing to be admitted to the Partnerships shall formally communicate this to the Secretariat, for onward transmittal to, and consideration by, the Bureau. Any objections by the Bureau will be forwarded to the Partnership for its decision.

Officers

11. The Partnership shall elect its officers – [a Chair, a Vice Chair]/[two Co-chairs] and a Rapporteur, with due regard to equitable representation of the diverse groups within the Partnership, who shall serve as such for [the duration of the partnership]/[one calendar year]/[xx]
12. If an officer resigns or is otherwise unable to complete his or her term of office or to perform his or her functions, the Partnership shall elect an alternate to serve for the remainder of the mandate.

Bureau

² As per Decision VII/3 and its Annex

13. The Bureau shall be composed of [x] voluntary members, duly selected by the Partnership, which shall include the [a Chair, a Vice Chair]/[two Co-chairs] and Rapporteur of the Partnership and the Executive Secretary of the Secretariat of the Basel Convention.
14. The Bureau should strive to equally represent the diverse groups within the Partnership.
15. The Bureau shall remain in office for [the duration of the partnership]/[one calendar year]/[xx].
16. If a member of the Bureau resigns or is otherwise unable to complete his or her term of office or to perform his or her functions, the Partnership shall elect an alternate to serve for the remainder of the mandate.
17. The duties of the Bureau are outlined in Annex [x].

Secretariat

18. The Secretariat of the Basel Convention shall act as the Secretariat of the Partnership.
19. The functions of the Secretariat shall be to facilitate under the Partnership's activities as necessary:
 - a. communications;
 - b. media relations;
 - c. and meeting arrangements and servicing.

Meetings

20. Partners will meet at least [once per calendar year] and at such other times as deemed necessary. Meetings may be in person, by conference call or by any other means.
21. Quorum for such meetings shall be [xx]
22. Meetings of the Partnership shall be closed, unless the Partnership decides otherwise. Any Partner may, however, invite non-Partners to Partnership meetings for specific purposes, such as providing expert guidance, and for limited discussion items. Non-Partners wishing to attend any meeting of the Partnership shall transmit its request to the Secretariat, for onward transmittal to Partners, [one-month] prior to the meeting in question. If no objection is received by the Secretariat from Partners within [two weeks] of the date of transmittal of the request by the Secretariat to Partners, the Secretariat shall advise the non-Partner that they are admitted to attend the meeting.
23. Admitted non-Partners will have an observer status and must agree to rules on confidentiality before being allowed to attend the meetings.
24. Partners shall meet their own costs of participating in meetings of the Partnership.

Decision-making

25. Partners shall make every effort to reach agreement on all matters by consensus. If all efforts to reach consensus have been exhausted and no agreement reached, the Partners shall apply the conflicts resolution procedure set out herein.

26. Decisions taken by the Partnership shall only be effective as between the Partners. Any decision taken under the Partnership cannot create or abrogate rights or responsibilities of Parties under the Basel Convention.

Confidentiality and Public Information

27. The Chatham House Rule 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 in public documents.
28. Information of the Partnership for public release shall be agreed to by all Partners. Such information shall be released through the Information Unit of the Secretariat of the Basel Convention.
29. Any Partner who speaks publicly about the Partnership, and who is not a spokesperson designated by the Partnership, must make it known that he or she is representing only his or her own views and not that of the full Partnership.
30. The obligation of confidentiality set out herein shall subsist for all Partners beyond their membership to the Partnership.

Financing Mechanism

31. The Bureau shall develop a [annual]/[biennial]/[biannual] budget and work-plan, based on the mandate provided by the Conference of the Parties to the Basel Convention.
32. The Bureau shall submit the draft budget and work-plan to [each ordinary –] meeting of the Partnership for approval.
33. Upon approving the budget, the Partnership shall agree to an equitable division of contributions to meet the budgetary requirements of the Partnership for that [annum]/[x].

Publications and Logos

34. The copyright in all publications produced under the Partnership shall be held by the Secretariat of the Basel Convention. Publications are defined as tangible outputs of the Partnership which includes, but is not limited to, posters, multimedia information, information documents, publicity material, brochures and reports.
35. The Partnership may develop its own graphics, [which is not subject to international protection]/[which shall be registered as a protected logo of the Partnership] for use strictly restricted to publications produced under the Partnership.
36. For documents that are produced by the Partnership, but which will not be approved or adopted by the Conference of the Parties to the Basel Convention, or the Open-ended Working Group as directed by the Conference of the Parties, the following shall apply:
- a. The Basel Convention logo shall be placed on the front cover,
 - b. Partnership specific graphics can be used as part of the design of the front cover, and
 - c. Names and logos of partners shall appear under a list of acknowledgements on the inside cover.

37. For documents that are produced by the Partnership, but which will be approved or adopted by the Conference of the Parties to the Basel Convention, or the Open-ended Working Group as directed by the Conference of the Parties, the following shall apply:
 - a. The logos of the Basel Convention, United Nations Environment Programme and United Nations shall be placed on the front cover,
 - b. Partnership specific graphics can be used as part of the design of the front cover, and
 - c. Names and logos of partners shall appear under a list of acknowledgements on the inside cover.
38. Partners shall not use the names or logos of the Basel Convention, United Nations Environment Programme and the United Nations in their own publication without the prior written authorization of each of those organizations in relation to each specific use.

Legal Liability

39. Neither the Partnership nor any of the Partners 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.
40. The United Nations, the United Nations Environment Programme, the Conference of the Parties to the Basel Convention and the Secretariat of the Basel Convention shall not be responsible for dealing with any legal action, claim or other demand arising from or attributable to the conduct of this Partnership.
41. Nothing under the Partnership shall be deemed a waiver of any privileges and immunities of the United Nations.

Conflict Resolution

42. In the event of a conflict that arises between Partners, which is not covered under the present Terms of Reference, the following process shall be followed:
 - a. Partners with grievances shall submit their respective grievances to the Bureau.
 - b. The Bureau shall discuss the situation with each party, then come to a decision regarding the conflict. If resolution is not achieved, the voting mechanism under the Basel Rules of Procedure will be invoked, as a way to resolve the conflict.

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

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

Annex 2

Revised Working Structure

Level 1

- Membership Open to: Parties, Industry, International Organizations, NGOs and academia
- Headed by a Chair, a Vice Chair]/[two Co-chairs
- Bureau of Advisory Group of [x].
- It is a Forum for information sharing, it can initiate or propose activities or projects, provide oversight over awareness raising, outreach and coordination of level 2 activities.

Level 2

- Membership is open to members of Level 1 group that are substantively interested in the particular activity.
- Undertakes priority activities as proposed by Level 1 group.
- Selects its own chair to conduct meetings, teleconferences.
- Reports to Level 1 Group.

Organizational Flow Chart

