

Terms of reference for the Partnership for Action on Challenges relating to E-waste (PACE II)

I. Goal

1. The goal of the Partnership is to strengthen the environmentally sound management (ESM) of waste computing equipment, mobile phones, television screens, including CRT, LCD and LED screens, video and audio equipment; refrigerators, cooling and heating equipment, as well as the environmentally sound refurbishment and repair of used computing equipment, mobile phones, television screens, including CRT, LCD and LED screens, video and audio equipment, refrigerators, cooling and heating equipment, at the regional, national and local levels, taking into account social responsibility, the concept of sustainable development and life-cycle thinking.

II. Scope

2. The scope of the Partnership covers computing equipment (personal computers (PCs), laptops, notebooks and tablets, and associated displays, printers and peripherals)¹, mobile phones, television screens, including CRT, LCD and LED screens, video and audio equipment, refrigerators, cooling and heating equipment.

III. Overall tasks

3. The overall tasks of the Partnership are the following:

(a) Undertake and/or contribute to outreach, dissemination, education and awareness raising activities on the ESM of waste equipment and the environmentally sound refurbishment and repair of used equipment, covered by the scope of the terms of reference of the Partnership among relevant stakeholders, especially the youth, to enhance public participation in e-waste management activities and decision-making at the regional and national levels;

(b) Undertake, facilitate the implementation and scaling up of pilot projects, for example on private sector engagement in the environmentally sound management of used and waste equipment in the scope of the terms of reference of the Partnership, in particular, their collection and disposal, extended producer responsibility, policy and strategy development, and experience and information-sharing;

(c) Develop or update guidance documents on the ESM of waste equipment and the environmentally sound refurbishment and repair of used equipment in the scope of the terms of reference of the Partnership;

(d) Transfer knowledge, experiences and information, for example by facilitating capacity building and technology transfer to strengthen and implement policies, strategies and regulations to improve e-wastes management at the international, regional and national levels where relevant by taking into consideration local situations and needs;

(e) Encourage relevant innovation, research and development in cooperation with partners;

(f) Involve national, central and local governments, and other related stakeholders like original equipment manufacturers (OEMs), international organizations, industry associations and chambers, recoverers, recyclers, non-governmental organizations (NGOs) and academia to support implementation, knowledge and information sharing and experience exchanges including observation visits of facilities that are engaged in collection, dismantling and recycling of e-waste.

¹ Personal desktop computer, including the central processing unit and all other parts contained in the computer. Personal notebook, laptop and tablet computer, including the docking station, central processing unit and all other parts contained in the computer. Computer monitor, including the following types of computer monitor: cathode ray tube; liquid crystal display; plasma. Computer keyboard, mouse and cables. Computer printer: including the following types of computer printer: dot matrix; inkjet; laser; thermal; and any computer printer with scanning or facsimile capabilities, or both.

IV. Working Principles

4. The working principles of the Partnership are the following:

(a) To promote dialogue amongst governments, regional and local authorities, 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 through information sharing and implementing pilot projects, where possible, and make recommendations to all interested stakeholders;

(c) To coordinate and cooperate, as appropriate, with other bodies involved in activities on environmentally sound management of e-waste and to build on the body of knowledge currently existing on best practices, successes and challenges, realized by the Partnership for Action on Computing Equipment (PACE), the Mobile Phones Partnership Initiative (MPPI), the expert working group on ESM and the expert working group for the further development of the “e-waste TBM guidelines”, at local, regional and global levels. To cooperate and contribute to “Solving the E-waste Problem” (StEP), the -E-waste Coalition, the Partnership for Advancing the Circular Economy, the UNEP Global Partnership on Waste Management and other relevant initiatives and programmes.

V. Duration

5. The Partnership working group shall be disbanded upon completion of the activities under its approved workplan unless the Conference of the Parties decides to extend the mandate. The Partnership working group may be disbanded by the Conference of the Parties, at any time.

VI. Organization

6. The Partnership shall be organized as follows:

(a) Working group of the Partnership established by the Conference of the Parties to the Basel Convention in part 1 of its decision BC-14/19;

(b) Project groups established by the working group.

VII. Working Group

A. Operation of the working group

7. The working group of the Partnership (hereinafter “working group”) is responsible for overseeing organizational matters pertaining to the implementation of the Partnership’s activities, in particular preparing a draft workplan of the Partnership for the next biennium as needed, reviewing and approving work products and reports prepared by project groups and liaising with the Secretariat to provide financial reports on the Partnership funds retained in the Basel Convention Technical Cooperation Trust Fund, preparing an annual budget for the Partnership, and serves as a forum for information sharing.

8. The working group will decide on the priorities of the Partnership based on the workplan 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.

9. Members of the working group should meet at least twice a year, face-to-face or by electronic means, subject to the availability of resources. Meetings of the working group shall be closed, unless the working group decides otherwise.

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

11. The rules of procedure of the Conference of the Parties to the Basel Convention apply *mutatis mutandis* to the working group, unless otherwise provided in the present terms of reference.

12. The working group will coordinate and collaborate, as appropriate, on activities with other organizations and initiatives to establish synergies and prevent duplication.

B. Membership

13. Membership in the working group is open to Parties and signatories to the Basel Convention, municipalities, intergovernmental and non-governmental organizations, private sector and academia dealing with the different aspects of the management of e-waste and used equipment, e.g. collection, transport, refurbishing, repair and reuse, separation, recycling, other recovery, including energy recovery and final disposal of e-wastes, including the sound handling of hazardous objects and substances contained in equipment in the scope of the terms of reference of the Partnership, as well as manufacturers, academia, public-interest groups, and Basel and Stockholm Conventions Regional and Coordinating Centres for Capacity Building and Technology Transfer (BCRCs/BCCCs/SCRCs) which have the 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, the Basel and Stockholm conventions regional centres and coordinating centres, and the Secretariat of the Basel Convention;
- (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 goal of the Partnership;
- (e) Demonstrated commitment and ability to provide annual membership pledges in accordance with the financial arrangements in paragraphs 31- 33, 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.

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

15. 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 of the Basel Convention, stating how the applicant has met the membership criteria under the present terms of reference. Any entity that is not a Party or an observer wishing to be admitted as a member of the working group should apply for observer status in accordance with the relevant procedure and be admitted as such. The Secretariat maintains a roster of membership and shall make it available on the web site of the Convention.

16. All members of the working group shall have equal status and rights regarding the work of the working group.

17. 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.

C. Officers

18. 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.

19. The officers' responsibilities include:

- (a) Preparing and conducting 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) Preparing draft annual budgets and a draft workplan, based on available resources, for consideration by the working group;

(c) Coordinating the working group's activities, including between the meetings of the working group;

(d) Liaising between the working group and the project groups, and, if required, the Secretariat of the Basel Convention;

(e) Assisting the working group in its responsibilities as required by the working group;

(f) Assisting in the attracting of new members to the Partnership;

(g) Reporting, as necessary, at meetings of the Open-ended Working Group and the Conference of the Parties on the activities of the working group.

20. If an officer resigns or is otherwise unable to continue with his or her functions, the working group will consider the need to elect a replacement.

D. Invited experts and observers

21. 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.

22. Non-member Parties or observers to the Basel Convention, including 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 of the Basel Convention, a duly motivated request to the working group. The working group shall consider the request. 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 the co-chairs.

23. Invited experts and observers are also requested to comply with the terms of reference, as applicable to them.

VIII. Project groups

24. The working group may establish project groups, as necessary, to work on specific tasks to assist in the undertaking of activities falling within the mandate of the working group.

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

26. The Partnership project groups, through the group chairs, report to the working group.

27. All work products prepared by project groups are subject to review and approval by the working group.

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

29. 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 the working group.

IX. Secretariat

30. The Secretariat of the Basel Convention, subject to the availability of resources, shall be the secretariat of the Partnership. The functions of the Secretariat shall be to facilitate the activities of the Partnership as necessary, in accordance with Article 16 of the Basel Convention and relevant decisions adopted by the Conference of the Parties to the Basel Convention.

X. Financial Arrangements

31. Contributions from the members of the working group shall be held in trust for the Partnership in the Basel Convention Technical Cooperation Trust Fund.

(a) Contributions from members of the working group may be made as follows: Parties, signatories, other governments and governmental organizations could make voluntary contributions to the Basel Convention Technical Cooperation Trust Fund, and could target them towards the Partnership generally or towards specific projects of the Partnership;

(b) Industry associations, individual companies, non-governmental organizations and academia are welcome to make financial contributions to the Basel Convention Technical Cooperation

Trust Fund, and could target them towards the Partnership generally or towards specific projects of the Partnership;

(c) Intergovernmental organizations, United Nations bodies and Basel and Stockholm Conventions Regional and Coordinating Centres are welcome to make in-kind and financial contributions towards the Partnership generally or towards specific projects of the Partnership. No annual subscription would apply to these organizations.

32. Industry associations, individual companies, non-governmental organizations and academia that are members of the working group will provide contributions as an annual subscription based on the scale of assessment set out in Table 1 below. Such contributions shall be made promptly by 1 January of the year they relate to. Representatives of industry associations, individual companies, and non-government organizations will be able to participate as partners in the partnership meetings provided that their body has paid the appropriate annual subscription.

33. Experts and observers invited by the officers of the working group can participate in the working group for a limited time at no charge.

Table 1: Scales of assessment for annual subscriptions to the Partnership

Total annual revenue or budget (USD)	Annual Partnership subscription (USD)
Over 2 billion	20,000
100 million to 2 billion	10,000
1 million to 100 million	5,000
Below 1 million	500

XI. Public Information

34. 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 of the Basel Convention.

XII. Intellectual Property Rights

35. 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.

36. Existing intellectual property rights frameworks shall be respected in the conduct of the Partnership's tasks and activities.

XIII. Publications, Names, Emblems or Logos

37. 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 publications without the prior written authorization of each of those organizations in relation to each specific use.

38. 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.

XIV. Liability

39. 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.

40. 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.

41. 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.

42. 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.

XV. 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.