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**Conference of the Parties to the Basel Convention  
on the Control of Transboundary Movements of  
Hazardous Wastes and Their Disposal  
Thirteenth meeting**

Geneva, 24 April–5 May 2017

Agenda item 4 (e) (i)

**Matters related to the implementation of the Convention:  
international cooperation, coordination and partnerships:  
Basel Convention Partnership Programme**

## **Concept note and terms of reference for the household waste partnership**

### **Note by the Secretariat**

1. At its thirteenth meeting, the Conference of the Parties to the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and Their Disposal considered the draft concept note and terms of reference for the household waste partnership prepared by the informal group established by the Conference of the Parties at its twelfth meeting<sup>1</sup> to develop, among others things, a concept for a partnership to assist municipalities.
2. Annex I to the present note sets out the concept note for the household waste partnership developed by the informal group on household waste.
3. Annex II to the present note sets out the terms of reference for the household waste partnership as adopted by the Conference of the Parties in decision BC-13/14 on creating innovative solutions through the Basel Convention for the environmentally sound management of household waste.
4. The present note, including its annexes, has not been formally edited.

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<sup>1</sup> See decision BC-12/13.

## Annex I

### Concept note for a household waste partnership

#### I. Introduction

1. One of the key challenges related to waste management faced by national governments and municipalities and the public, particularly in developing countries, countries with economies in transition and small island developing states (SIDS), is to achieve the prevention and minimization of household wastes and the environmentally sound management (ESM) of household wastes.
2. The ESM of household wastes includes, among other things, environmentally sound source separation, collection, transport, storage, recycling, other recovery including energy recovery and final disposal of household waste. Among the key issues to be considered are sustainable financing of the ESM of household waste, possibilities for source separation, separate collection, in-country recycling opportunities, limiting the household waste management costs and challenges in connection with the informal sector, education and awareness raising. A lot of work related to household waste has already been done and is ongoing, for example at the UNEP International Environmental Technology Centre (IETC) under the UNEP Programme of Work and in the context of other multilateral environmental agreements like the Stockholm Convention on Persistent Organic Pollutants and Minamata Convention on Mercury, and can be taken into account.
3. The problems related to household waste may be attributed to a number of causes such as lack of financial resources, increasing waste management cost, inefficient institutional arrangements, inappropriate technology and equipment, inadequate legislation, unawareness of the public, weak environmental education, poverty, high rate of population growth, unplanned urbanization and increase in quantities and volumes of household waste.
4. The volume of household waste in many countries is increasing while its composition is permanently changing. Based on their origin and/or composition and their characteristics, household waste may contain hazardous materials co-mingled with non-hazardous materials. Because of the potential for contamination with hazardous substances, waste collected from households is classified under the Basel Convention as requiring special consideration (Basel Convention, Annex II, Y46).
5. By its decision BC-12/13 the Conference of the Parties to the Basel Convention at its twelfth meeting in May 2015 agreed to initiate the development of a concept for a partnership that will assist governments and municipalities to support a circular economy with the aim to prevent the generation and to reduce the amount of waste, separate, recover and recycle as much valuable materials as possible, separate and handle hazardous wastes safely, and create sustainable jobs.
6. An informal group was established and tasked, among other things, with the development of a concept for a household waste partnership to assist municipalities. A draft concept note for the partnership was considered by the Open-ended Working Group at its tenth meeting.<sup>1</sup> In its decision OEWG-10/10, the Open-ended Working Group requested the informal group to finalize the draft concept note for a household waste partnership, including terms of reference and a workplan for the biennium 2018–2019, taking into account the discussions during the tenth meeting of the Open-ended Working Group and comments submitted by Parties and others by 15 September 2016, for consideration by the Conference of the Parties at its thirteenth meeting;
7. This draft concept note for a household waste partnership was developed by the informal group and provides elements related to the overall partnership tasks, objectives, working structure, project group tasks, processes and expected outputs, and financial arrangements for the household waste partnership (here in after referred to as “partnership”).

#### II. Overall tasks

8. The partnership will promote the ESM of household wastes generated nationally and disposed of at the national level as well as household wastes imported as a result of a transboundary movement. It will develop guidance, implementation tools and manuals for governments, regional and local authorities and other stakeholders on, among other things, best practices, business models, policies and innovative solutions for the ESM of household waste in various socio-economic contexts with the aim to:

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<sup>1</sup> Document UNEP/CHW/OEWG.10/INF/14.

- (a) Prevent risks derived from poor management of household waste on human health and the environment;
- (b) Improve the waste management practices at national and local level in developing countries, including SIDS, and countries with economies in transition;
- (c) Engage the private sector on ESM of household waste including ownership for products that become household waste, and extended producer responsibility (EPR);
- (d) Improve policy, legislation, rules, regulation and enforcement, at both national and local levels, to ensure the progress in ESM of household waste and the improvement of social conditions in communities dependent on waste as a source of revenue;
- (e) Enhance awareness-raising including through formal education, training on the ESM of household waste, and enhance participation by the public in household waste management activities and decision-making at the national level.

9. The partnership will compile and disseminate information on ESM mechanisms that provide for the prevention and minimization of household waste and for adhering to the hierarchy of waste management, among other things, through comprehensive waste characterization, data collection and mechanisms for the traceability of waste throughout its life-cycle, separation at source, recycling, other recovery like energy recovery and final disposal, including the sound handling of hazardous substances and objects contained in household wastes. This includes also targeting the ESM of organic wastes derived from household waste with a view to closing the life-cycle loop on food waste, green wastes and other compostable materials.

### III. Objectives

10. The objective of the partnership is to promote the environmentally sound management of household waste including its prevention and minimization, and to enable the decoupling of economic growth and environmental impacts associated with the generation of household waste and its initial handling by the public in their households.

### IV. Working structure

11. The partnership working group would operate according to the terms of reference as set out in the annex II of the present document and be responsible for overseeing organizational matters pertaining to the implementation of the partnership's activities including, among other things, the establishment of project groups and reviews of their work products and reports, serving as a forum for information sharing and taking the lead in awareness raising, outreach and coordination in relation to activities undertaken by the partnership.

### V. Project group tasks, processes and expected outputs

12. The tasks, process of implementation and expected outputs from project groups are as follows.

13. Project group 1: Modules

- (a) Tasks:  
Provide draft modules on the ESM of household waste. The modules will focus on but will not be limited to:
  - (i) Policy and regulatory framework
    - a. Inventories of the wastes streams generated, including detailed characterization of the wastes
    - b. Environmental impact assessments
    - c. Health and safety aspects (including reuse of food waste)
    - d. Policy approaches (including EPR, minimizing dependence on disposal and end-of-pipe technologies, strategies for maximizing in-country recycling processing (vs. exporting recyclable materials) and increasing demand for recyclable feedstock from manufacturing sectors.)
    - e. Regulatory frameworks (model legislation, etc.)
    - f. Socio-economic instruments and financing models
    - g. Job creation (including green jobs)

- (ii) Prevention
  - a. Reduce the harmfulness of wastes, to get clean uncontaminated materials to use as resources
  - b. Separation of components at source to consider redistribution if possible (e.g. food, textiles)
  - c. Direct reuse
- (iii) Source separation, collection and transport
  - a. Sorting of the waste streams and utilization of the wastes as resources
  - b. Separate collection and transport
- (iv) Reuse (except direct reuse)
  - a. Preparation for reuse through repair or refurbishment
  - b. Repair items
  - c. Mechanical and biological treatment
- (v) Recycling
  - a. Recycling processes for different waste streams including emerging recycling technologies
  - b. Composting of organic waste fractions
- (vi) Energy recovery
  - a. Biofuels, refuse derived fuel (RDF)
  - b. Anaerobic digestion
  - c. Electricity production, heating
- (vii) Environmentally sound final disposal of household waste:
  - a. Environmentally sound incineration for final disposal of household waste
  - b. Environmentally sound landfill – Basel Convention Annex IV (a) including compartmentalization to deal with different waste streams as well as landfill sites aftercare, monitoring and surveillance
- (b) Process of implementation:
  - (i) The project group will define content of modules
  - (ii) A password protected webpage is to be set up on the Basel Convention website to collate and share information
  - (iii) Subgroups to work on sub-items through teleconferences and webinars
  - (iv) One face-to-face meeting per year
  - (v) Ensure link to already existing tools and activities of other agencies and institutions
  - (vi) Include lessons learnt and case studies in all sections
  - (vii) Develop modules on the ESM of household waste
- (c) Expected outputs:
  - (i) Guidance document chapters providing modules on best practices related to ESM of household waste.

14. Project group 2: Assessment and decision making

- (a) Tasks:
 

Provide guidance on the following:

  - (i) Guidance for assessment of current waste management systems:
    - a. Avoidance and design issues, including packaging, engagement of manufacturers of plastic products including packaging materials, circular economy, sustainable materials management, EPR (link to ESM group and reference to the Cartagena Declaration)
    - b. Economic and other instruments, considering capacity barriers and enabling activities, rules and regulations, enforcement, administrative structures (public and private sectors) and the infrastructure that is to be put in place
    - c. Socio-economic aspects (formal and informal sectors) of household waste management, including mainstreaming of the informal sector, public education and awareness raising, training, business cases development, promoting micro-enterprises or cooperatives

- d. Understanding of value chains, creation of networks in the value chain, and providing tools on how to move forward (practical implementation tools)
  - e. Toolkit for data gathering<sup>2</sup>
  - (ii) Guidance for ensuring ESM of household waste:
    - a. Decision tree for evaluating and selecting appropriate options related to prevention, minimization, BAT/BEP and emerging technologies for recovery and disposal of household waste in an environmentally sound manner
  - (b) Process of implementation:
    - (i) The project group will define content of guidance document chapter(s)
    - (ii) Subgroups to work on sub-items through teleconferences and webinars
    - (iii) One face-to-face meeting per year
    - (iv) Ensure link to already existing tools and activities of other agencies and institutions
    - (v) Include lessons learnt and case studies in all sections
    - (vi) Develop structured decision-making tree/tool for municipalities to handle different waste streams
  - (c) Expected outputs:
    - (i) Guidance document chapter(s) providing guidance on the assessment of current waste management systems, decision making and ensuring ESM of household waste.
15. Project group 3: Awareness raising and piloting
- (a) Tasks:
    - (i) Enhance awareness-raising including through formal education, training on the ESM of household waste, and enhance participation by the public in household waste management activities and decision-making at the national level.
  - (b) Process of implementation:
    - (i) Testing of the guidance document through pilot projects at national and local levels in different regions
    - (ii) Awareness raising on BAT/BEP
    - (iii) Providing information for schools and public
  - (c) Expected outputs:
    - (i) Lessons learnt reports from pilot projects
    - (ii) Documented examples of successful awareness raising campaigns

## VI. Potential partners

16. Membership of the partnership working group is open to Parties and signatories to the Basel Convention, regional and local authorities, intergovernmental and non-governmental organizations including private sector and academia dealing with the different aspects of waste management, e.g. prevention, minimization, recycling, material and energy recovery and final disposal, as well as manufacturers 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 this group.

## VII. Financial arrangements

17. In order that the partnership can begin and operate on a reliable basis, it is essential to have predictable funding. Partners involved in the partnership should be prepared to make financial contributions as set forth below to enable a successful start to the partnership.

18. Representatives of industry bodies or associations, individual companies, and environmental non-government organizations would be able to participate in partnership meetings and teleconferences where their body has paid the appropriate annual subscription, based on a sliding scale of assessment which will be discussed and agreed upon by the partners (see terms of reference set out in annex II to the present document).

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<sup>2</sup> This includes all kind of technical, operational, economic and social data.

19. The partnership working group and project groups 1 and 2 would start planning and organizing their activities in 2017 on the basis of the budget for the informal group on household waste as approved by the twelfth meeting of the Conference of the Parties to the Basel Convention in 2015.

20. The working group including project groups 1 and 2 estimate a budget need for 2018–2019 as follows:

- Dedicated person in the Basel Convention Secretariat: calculated by the Secretariat
- Consultants to support the process: USD 160,000 (USD 80,000 per year)
- 2 face-to-face meetings (one per year): USD 200,000 (2 x USD 100,000)
- Incidentals: 40,000 USD

TOTAL: 400,000 USD

21. The project group 3 budget needs for outreach and pilot testing are not included and will be proposed for the biennium 2020–2021.

## Annex II

### Terms of Reference of the Household Waste Partnership

#### I. Objective

1. The objective of the partnership is to promote the environmentally sound management of household waste including its prevention and minimization, and to enable the decoupling of economic growth and environmental impacts associated with the generation of household waste and its initial handling by households.

#### II. Scope

2. The scope of the partnership will cover the ESM of household waste generated nationally and disposed of at the national level as well as household waste imported as a result of a transboundary movement from a State of export that does not have the technical capacity and the necessary facilities, capacity or suitable disposal sites in order to dispose of the wastes in question in an environmentally sound and efficient manner.<sup>1</sup>

#### III. Overall tasks

3. The partnership will promote the environmentally sound management (ESM) of household waste generated nationally and disposed of at the national level as well as household waste imported as a result of a transboundary movement. It will develop guidance, implementation tools and manuals for governments, regional and local authorities and other stakeholders on, among other things, best practices, business models, policies and innovative solutions for the ESM of household waste in various socio-economic contexts.

4. The partnership will compile and disseminate information on ESM mechanisms that provide for the prevention and minimization of household waste and for adhering to the hierarchy of waste management among other things through comprehensive waste characterization, data collection and mechanisms for the traceability of waste throughout its life-cycle, separation at source, recycling, other recovery like energy recovery and final disposal, including the sound handling of hazardous substances and objects contained in household waste. This includes also targeting the ESM of organic wastes derived from household waste with a view to closing the life-cycle loop on food waste, green wastes and other compostable materials.

#### IV. Working Principles

5. The working principles of the partnership will be 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, and make recommendations;

(c) To coordinate and cooperate, as appropriate, with other bodies involved in household waste management activities and to build on the body and knowledge currently existing on best practices, successes and challenges, realized through similar work programmes on local, regional and global level, e.g. cities and urban bodies implementing innovative models like zero waste approach, International Solid Waste Association, UNEP Global Partnership on Waste Management and technical activities;

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

#### V. 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-13/14, shall be responsible for overseeing organizational matters pertaining to the implementation of the partnership’s activities

<sup>1</sup> See Article 4.9 (a) of the Basel Convention.

including, 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 (hereafter “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-13/14, the working group will coordinate and collaborate, as appropriate, on activities with other organizations and initiatives to establish synergies and prevent duplication.

## **VI. 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.

## **VII. 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.

## **VIII. 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 Annex 2 as a prerequisite for membership in the working group; and
  - (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.

## **IX. 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; and
  - (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.

## **X. 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.

## **XI. 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.

## **XII. 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.

## **XIII. Confidentiality**

35. 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.

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.

## **XIV. 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.

## **XV. 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 on 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.

## **XVI. 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.

## **XVII. 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, and
- (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.

## **XVIII. 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.

## **XIX. 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.

## **XX. 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.
4. 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 had 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 (table).
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****Individual Companies and Producer Responsibility Organizations**

Total asset (USD)	Annual contribution (USD)
Over 30 billion	\$25,000
30 billion – 20 billion	\$20,000
20 billion to 10 billion	\$15,000
10 billion – 5 million	\$10,000
Below 5 million <sup>1</sup>	\$5,000

**Business Associations and Environmental NGOs (not for profit organizations)**

Total budget (USD)	Annual contribution (USD)
Over 10 million	\$10,000
10 million to 1 million	\$3,000
1 million to 100,000	\$1,000
Below 100,000 <sup>2</sup>	\$200

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<sup>1</sup> Exemption from subscriptions may have to be considered for small-scale enterprises.

<sup>2</sup> Exemption from subscriptions may have to be considered for small-scale environmental NGOs.