

Terms of Reference

Partners of the Partnership for Action on Computing Equipment (PACE)

Recalling decision VI/32 adopted by the sixth meeting of the Conference of the Parties to the Basel Convention inviting Parties, Signatories and other Governments to promote partnership with the industry and business sectors and non-governmental organisations,

Also recalling decision VII/3 adopted by the seventh meeting of the Conference of the Parties to the Basel Convention whereby the Conference of the Parties adopted the 2005-2006 work plan for the Basel Convention Partnership Programme and the General Principles for the Partnership Programme, as contained in the annex to that decision,,

Further recalling decision VIII/2 adopted by the eighth meeting of the Conference of the Parties to the Basel Convention, whereby the Conference of the Parties mandated the Open-ended Working Group to develop a work plan on the environmentally sound management of e-waste and strongly encouraged Parties to develop further strategic partnerships targeting e-waste,

Further recalling decision IX/9 adopted by the ninth meeting of the Conference of the Parties to the Basel Convention whereby the Conference of the Parties agrees with the mission, scope, working principles and activities of the Partnership for Action on Computing Equipment as set out in Annex 1 to the decision, and agrees to establish a working group, operating under the guidance of the Open-ended Working Group, as the operating mechanism for the Partnership and other organizational matters,

Noting 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 for Action on Computing Equipment 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 Partnership for Action on Computing Equipment (herein after referred to as 'the Partnership') as follows:

Mandate

1. By its decision VIII/2 adopted at its eighth meeting, the Conference of the Parties to the Basel Convention mandated the Open-ended Working Group to develop a work plan on the environmentally sound management of e-waste. Decision VIII/2 strongly encouraged Parties to develop further strategic partnerships targeting e-waste. Decision VIII/5 of the Conference of the Parties further adopted the work plan of the Basel Convention Partnership Programme for 2007-2008, and confirmed the importance of electrical and electronic wastes as a Strategic Plan Focus area and the engagement of civil society is a

priority of the Partnership Programme. This decision also initiated work towards this global partnership on used and end-of-life computing equipment.

2. The Partnership cannot create or abrogate rights or responsibilities of Parties under the Basel Convention. Partners in the Partnership acknowledge that the Basel Convention is the main global instrument for guiding the environmentally sound management of hazardous e-waste and its provisions need to be fully respected. Neither decisions nor actions of the Partnership can deviate from or abrogate the provisions of the Basel Convention.
3. The Partnership operates under the guidance of the Open-ended Working Group of the Basel Convention and the authority of the Conference of the Parties to the Basel Convention.

Mission Statement

4. The mission of the Partnership is to increase the environmentally sound management of used and end-of-life computing equipment, taking into account social responsibility and the concept of sustainable development, and promoting the sharing of information on life-cycle thinking.

Scope

5. The scope of the partnership will cover personal computers (PCs) and associated displays, printers and peripherals. This shall include: personal desk top computers, including the central processing unit and all other parts contained in the computer; personal notebook and laptop computer, including the docking station, central processing unit and all other parts contained in the computer; computer displays such as: cathode ray tube, liquid crystal display, plasma; computer keyboard, mouse, and cables; personal computer printer:(a) including the following types of computer printer: (i) dot matrix, (ii) inkjet, (iii) laser, (iv) thermal, and (b) including any computer printer with scanning or facsimile capabilities, or both.

Working Principles

6. The working principles of the Partnership are the following:
 - To promote dialogue amongst Governments, industries, non-governmental organizations and academia on initiatives that could be carried out in different UN regions.
 - To seek innovative solutions showing concrete and practical results consistent with the Basel Convention, and make recommendations.
 - To coordinate and cooperate, as appropriate, with other bodies involved in electrical and electronic waste activities.

Duration

7. The Partnership shall be dissolved upon completion of its activities under the 2009-2010 Work Plan provided in Annex 1 to the present Terms of Reference or upon the tenth meeting of the Conference of the Parties. The Partnership may be terminated at any time prior to completion of the 2009-2010 Work Plan by consensus vote of the members of the working group on the Partnership. At the same time Partnership can be extended after completion of the 2009-2010 Work Plan by some or all Parties under the authority of the new decision of the Conference of the Parties to the Basel Convention.

Organisation

8. The Partnership shall be organized into two levels as follows:
Level One - working group on the Partnership.
Level Two - project groups.

Working Group

9. The working group on the Partnership (hereafter “working group”), established by the Conference of the Parties in its decision IX/9, shall be the operating mechanism for the Partnership and organizational matters, and serves as a forum for information sharing.
10. The duties of the Working Group are enumerated in greater detail in Annex 2 to the present Terms of Reference.
11. The working group shall operate under the guidance of and report to the Open-ended Working Group of the Basel Convention, through the Secretariat of the Basel Convention.
12. As directed by the Conference of the Parties in its decision IX/9, the working group will coordinate and collaborate, as appropriate, on activities with other organizations and initiatives to establish synergies and prevent duplication.

A. Membership

13. Membership of the working group is open to Parties or signatories to the Basel Convention, intergovernmental and non-governmental organizations, all stakeholders, including manufacturers, recyclers, refurbishers and academia, and, Basel Convention Regional and Coordinating Centres for Capacity Building and Technology Transfer (BCRCs) which have specific expertise and experience required for the activities of this group and which satisfy 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 and constructive 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 (herein after referred to as ‘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 3 as a prerequisite for membership in the working group; and
 - f) Demonstrated networking capacity¹ 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 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.
15. Representatives of members of the working group participate solely in their official capacity.
16. 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, for onward transmittal to, and consideration by, the working group at its next session.
17. All members of the working group shall have equal status, rights and responsibilities within the working group.
18. Government members of the working group shall be represented by an official from a Ministry or agency which is concerned with the subject matter of the Partnership.

B. Officers

19. 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 industry, developing countries and countries with economies in transition will be encouraged to assume leadership roles.
20. The Officers’ responsibilities shall include:

¹ As per Decision VII/3 of the seventh meeting of the Conference of the Parties and its Annex

- i. 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;
 - ii. Prepare an annual budget and 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;
 - iii. Coordinate the working group's activities, including between the meetings of the working group;
 - iv. Liaise between the working group and the project groups, and, if required, the Secretariat;
 - v. Assist the working group in its responsibilities as required by the working group;
 - vi. Assist in the recruitment of new members; and
 - vii. Report to the Open-ended Working Group on the activities of the working group.
21. If an Officer resigns or is otherwise unable to complete his or her term of office or to perform his or her functions, the working group shall consider the need to elect a replacement to serve for the remainder of the mandate.

C. Observers and Experts

22. Non-member Parties or signatories to the Basel Convention, intergovernmental and non-governmental organizations, stakeholders, including manufacturers, recyclers, refurbishers and academia, and BCRCs 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 session. Observers may be allowed to participate in the working group for a limited time, approximately 4 month from the time they have been invited by Chair(s).
23. 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.
24. Observers and experts will be requested to agree to respect the confidentiality rule applicable to the members of the working group. Observers and experts will also be requested to comply with the rules of procedures, as applicable to them.

D. Meetings of the working group on the Partnership

25. 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.
26. Meetings of the working group shall be closed, unless the working group decides otherwise.

Project Groups

27. The working group may decide to establish such project groups of the Partnership (hereafter "project groups"), as necessary to assist in the undertaking of specific activities falling within the mandate of the working group.
28. The working group will decide on the size, mandate, term and terms of reference of the project groups on a case by case basis.
29. Project groups, their structure and terms of membership shall be established by the working group as necessary and undertake activities as assigned.
30. 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 interest, which should be endorsed by an existing PACE Working Group member, a brief written proposal (2 pages maximum) to the Secretariat of the Basel Convention who would consult the PACE Working Group for their views and a decision on the expert's participation made through a written procedure by the Working Group.

31. The Rules of Procedure of the working group will apply mutatis mutandis.
32. Project groups shall report on their work at each meeting of the working group, through the project group Chairs.
33. All work products prepared by project groups is subject to review and approval by the working group.
34. 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.

Secretariat

35. The Secretariat of the Basel Convention shall be the Secretariat of the Partnership.
36. 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.

Decision-making

37. Decisions on all matters shall be made by consensus.
38. 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.
39. In the event of any disagreement or conflict between the members of the working group, the procedure as set out in paragraph 51 below shall apply.

Confidentiality

40. 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.
41. 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.

Public Information

42. 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.

Financial Arrangements

43. The financial arrangements of the Partnership are outlined in Annex 3.
44. The Officers of the working group shall develop an annual budget and work-plan, based on the available resources, the mandate provided by the Conference of the Parties to the Basel Convention and shall submit the draft budget and work-plan to the working group for its approval.
45. 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.
46. 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 at the second ordinary meeting of the Partnership each year.

Publications and Logos

47. 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:
 - i. The logos of the Basel Convention, United Nations Environment Programme and United Nations shall be placed on the front cover,
 - ii. Partnership specific graphics can be used as part of the design of the front cover, and
 - iii. Names and logos of members of the working group shall appear under a list of acknowledgements on the inside cover.
48. Members of the working group 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

49. 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.
50. 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 operation of this Partnership, or activities implemented thereunder.
51. Nothing under the Partnership shall be deemed a waiver of any privileges and immunities of the United Nations.

Conflict Resolution / Arbitration

52. In the event of a conflict, dispute or difference that arises between members of the working group, which is not covered under the present Terms of Reference, the following process shall be followed:
 - i. Members with grievances shall submit their respective grievances to the Officers of the working group.
 - ii. The Officers shall discuss the situation with the members concerned, and then come to a decision regarding the conflict. If resolution is not achieved, the voting mechanism under the Basel Rules of Procedure² will be invoked as a way to resolve the conflict.
 - iii. 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.

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

53. The Conference of the Parties to the Basel Convention shall have overriding authority over all activities under the Partnership.
54. In the event of ambiguity in the present Terms of Reference, the Rules of Procedure of the Basel Convention shall apply.

² Rules 39 – 51 of the Rules of Procedure of the Basel Convention

Annex 1 WORK PLAN 2009-2010

A set of activities have been identified that would assist countries, in particular developing countries and countries with economies in transition, to manage used and end-of-life computing equipment in an environmentally sound manner:

1. Develop tools (such as guidelines) and activities on environmentally sound refurbishment and repair, including criteria for testing, certification and labelling;
2. Develop tools (such as guidelines) and activities on environmentally sound recycling and material recovery, including facility certification;
3. Develop and promote pilot schemes for environmentally sound management of used and end-of-life computing equipment towards the achievement of the Millennium Development Goals;
4. Develop awareness raising and training programme activities.

Annex 2 DUTIES OF THE WORKING GROUP

1. Operational

As the operating mechanism of the Partnership, the working group shall:

- Oversee the execution of the 2009-2010 Work Plan for PACE;
- Set priorities based on the work programme;
- Oversee activities of the project groups, and plays an active role in conflict resolution;
- Review and approve work products and reports prepared by project groups;
- Take the lead in awareness raising, outreach, coordination and resource mobilization in relation to activities undertaken by the project groups.

2. Administrative

The working group shall:

- Develop an annual work plan to be presented to the Partnership for its approval;
- Ensure timely implementation of the work plan adopted by the Partnership;
- Coordinate activities within the Partnership, in particular between the project groups and the working group;
- Liaise with the Secretariat in relation to the functions carried out by the Secretariat to facilitate the activities of the Partnership.
- Receive and consider requests for membership of the Partnership, as communicated to the Secretariat;
- Review requests for membership of the Partnership. Transmit any objections or recommendations relating to requests for membership to the Secretariat.

3. Financial

The working group shall:

- Prepare appropriate and sustainable financial arrangement proposals for the Partnership;
- 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;
- Liaise with the Secretariat to conclude Memoranda of Understanding with all partners on entry to the Partnership.

4. Undertake other such activities as agreed to by consensus of the Partnership, and approved by the Conference of the Parties or the Open-ended Working Group of the Basel Convention.

Annex 3 FINANCIAL ARRANGEMENTS

Introduction

- 1.1. In order that PACE can begin and operate on a reliable basis, it is essential to have predictable funding. Partners involved in PACE should be prepared to make financial contributions as set forth below to enable a successful start to the Partnership. The knowledge that funding is expected should make it easier for organizations to secure the necessary internal agreements for those allocations to be made.
- 1.2. Representatives of industry bodies or associations, individual companies, and non-government organizations would be able to participate as partners in PACE meetings and teleconferences where their body had paid the appropriate annual membership fee.
- 1.3. Individuals representing industry bodies or associations in PACE 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.
- 1.4. 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 (specific activity) where their company, business association or NGO had not paid a membership fee. In such situations, any proposed experts should send their interest, which should be endorsed by an existing PACE Working Group member, as a brief written proposal (2 pages maximum) to the Secretariat of the Basel Convention who would consult the PACE Working Group for their views and a decision on the expert's participation made through a written procedure by the Working Group.

2. Contributions

2.1. Parties and Signatories

Parties and Signatories could make voluntary contributions to the Technical Cooperation Trust Fund, and could target them towards PACE generally or towards specific projects and agree to them being identified as contributions to PACE.

2.2. Private Sector and NGOs

Individual companies, industry associations and non-governmental organizations will provide an annual subscription to participate as partners in PACE, based on proposed sliding scales of assessment (Annex A of the document "Programme Budget, Contributions, and Sliding Scales").

2.3. NGO Observers and Experts

Non-governmental organization observers (including non-governmental organizations from developing countries) and experts invited by PACE could participate at no charge.

2.4. Research Institutions, Academic Institutions, other UN Bodies

Independent research institutes, academic institutions, and other UN Bodies are welcome to attend PACE meetings as active participants, and to make in kind and financial contributions towards its work. To this end the StEP Initiative and the Secretariat of the Basel Convention have agreed a Memorandum of Understanding on mutual cooperation and exchange of information. No membership fee would apply to these organisations.