



Basel Convention Regional Center for Southeast Asia

Ref : 11./BCRC-SEA/09/09

Jakarta, 14 September 2009

Mr. Shri Rajiv Gauba
Joint Secretary
Hazardous Substances Management Division
Ministry of Environment and Forest
Paryavaran Bhawan
c.g.o Complex, Lodhi Road
New Delhi 10003, India

H.E. Mr. Alireza Moaiyeri
Ambassador Extraordinary and Plenipotentiary,
Permanent Representative
Permanent Mission of the Islamic Republic of
Iran to the United Nations Office and other
International Organizations in Geneva
Chemin du Petit-Saconnex 28
1209 Geneva, Switzerland

Subject : Nomination for Stockholm Convention Regional Centre

Dear Mr. Shri Rajiv Gauba and H.E. Mr. Alireza Moaiyeri,

With refer to decision SC-3/12 on terms of reference for the selection of regional and sub regional centres for the Stockholm Convention, I herewith would like to nominate our Centre, Basel Convention Regional Centre for South-East Asia located in Jakarta, Indonesia, to become Stockholm Convention Regional Centre, and would like to request your kind assistance for the nomination process.

Please find attached the information on our Centre, and should you need any clarification, please do not hesitate to contact us.

Thank you very much for your kind attention and cooperation.

Aboejoewono Aboeprajitno
Director



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International Environment House 1
11-13, chemin des Anémones
CH-1219 Châtelaine – Geneva
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NOMINATION OF AN INSTITUTION TO SERVE AS STOCKHOLM CONVENTION REGIONAL OR SUBREGIONAL CENTRES FOR CAPACITY BUILDING AND TRANSFER OF TECHNOLOGY

At its third meeting the Conference of the Parties of the Stockholm Convention on Persistent Organic Pollutants adopted decision SC-3/12 terms of reference for the selection of the regional and subregional centres for capacity-building and transfer of environmentally sound technologies under the Convention. The following is the process for nominating regional and subregional centres for capacity building and the transfer of environmentally sound technology as set forth in paragraph 5 of the annex to decision SC- 3/12.

- a. “ Each of the United Nations regions will nominate, as soon as practicable, institutions from within the region which are willing to serve as regional and/or subregional centres to provide technical assistance and promote the transfer of technology to developing countries and countries with economies in transition. Such institutions shall be known as “nominated Stockholm Convention Centres.” The nominations should take into account, inter alia:
 - (i) The ability of such institutions to fulfil the technical assistance and technology transfer needs and priorities identified in the annex to decision SC-1/15;
 - (ii) Compliance with the terms of reference for the centres set forth in annex I of decision SC-2/9;
 - (iii) The promotion of efficiency and effective use of resources;
 - (iv) The need for enhanced cooperation and coordination among existing centres in the area of chemicals management;
- b. The Basel Convention regional centres, as well as other existing institutions within the chemicals and waste cluster, may be encouraged to serve as regional and subregional centres for capacity-building and the transfer of technology under the Stockholm Convention;
- c. The secretariat will verify in consultation with the bureau that the nominated Stockholm Convention centres meet the criteria contained in decisions SC-1/15 and SC-2/9;
- d. Each nominated Stockholm Convention centre may develop a work plan through a process of regional or subregional consultation;
- e. Each of the nominated Stockholm Convention centres will, in consultation with stakeholders, develop project proposals for submission to the financial mechanism and other potential sources of assistance. Such project proposals shall include the following elements:
 - (i) A full project proposal with objectives, a workplan, a budget, a description of the intended geographical scope and an evaluation plan, which should be consistent with the guidance to the financial mechanism adopted by the Conference of the Parties;
 - (ii) Relevant endorsement letters from eligible Parties included in the project;
 - (iii) Information concerning any sources for financing of the project and, where relevant, letters pledging such support;

- f. In accordance with the eligibility criteria in decision SC-1/9, support from the Global Environment Facility for projects proposed by developing countries or countries with economies in transition in collaboration with nominated Stockholm Convention centres located in developed countries would be limited to activities undertaken within developing countries and countries with economies in transition, with the objective of building institutional capacity in order to facilitate regional/sub-regional institutional ownership;
- g. At its next meeting, the Conference of the Parties will consider the endorsement of the nominated Stockholm Convention centres as Stockholm Convention regional or sub-regional centres;
- h. Without prejudice to future decisions, the process of nominating centres to serve as regional and subregional centres for capacity-building and the transfer of environmentally sound technology under the Stockholm Convention may be facilitated by the Secretariat as appropriate and will be done within existing budgetary resources.”

In accordance with decision SC-3/12 all nominated Stockholm Convention Centres are requested to submit, using the attached format, a report which explains the status and components set forth in decision SC-2/9 and the annex to that decision. Completed forms and any additional relevant information should be sent to:

Secretariat of the Stockholm Convention
United Nations Environment Programme
International Environment House 1
11-13, Chemin des Anémones
CH-1219 Châtelaine- Geneva
Switzerland
Fax: + 41 22 917 8098
Email: ssc@pops.int

FORMAT FOR PROVIDING RELEVANT INFORMATION PURSUANT TO DECISION SC-3/12 BY NOMINATED STOCKHOLM CONVENTION CENTRES

A. GENERAL INFORMATION

1. **Name of institution : Basel Convention Regional Centre for South-East Asia**

2. **Name of person in charge of institution : Aboejoewono Aboeprajitno (Mr.)**

a. **Job title : Director**

3. **Name and job title of contact person
Cynthia Indriani (Ms.), Executive Secretary**

4. **Address of Institution**

Street address : **Jl. D.I Panjaitan Kav. 24 Building A Ground Floor**

City : **Jakarta**

Postal Code : **13410**

Country : **Indonesia**

Telephone : **62-21-8520408**

Fax : **62-21-8520408**

Email : baseljakarta@bcrc-sea.org, nnaboe@bcrc-sea.org

5. **Address for correspondence
(If different to that in 4 above)**

Street address

City

Postal Code

Country

Please indicate the distance of the institution from nearest international airport.

Name of the airport : **Soekarno-Hatta International Airport**

Distance from institution : **approx 40 km**

6. **Legal status**

Please indicate the legal status of the nominated organization

- Government body
- Intergovernmental organization
- Non Governmental organization
- Other, specify : **national institution with regional roles**

Please attach the charter/ legal document by which the organization was established.

(Please see ANNEX I)

7. **Coordinator and other staff of the nominated institution**

Please provide the Curriculum Vitae of the coordinator of the nominated regional centre that includes his or her technical background, project management competencies and experience in technical assistance and capacity building.

(Please see ANNEX II)

8. Institutional Profile

Please attach separately a brief institutional profile that includes summaries of relevant activities undertaken by the institution within last 2 years.

(Please see ANNEX III)

B. INFORMATION ON EXPERTISE CURRENTLY AVAILABLE

1. Areas of expertise

Please indicate which of the areas of expertise in capacity building and technology transfer listed below, is currently available at your institution. (Please check the relevant boxes below)

Yes **No**

- | | | |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (a) Development, updating and implementation of <u>national implementation plans</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (b) Identification and promotion of <u>best available techniques</u> and <u>best environmental practices</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (c) Identification and <u>disposal of persistent organic pollutants</u> , including transfer of environmentally sound technologies for the destruction of such wastes |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (d) Identification and <u>remediation of sites</u> contaminated with <u>persistent organic pollutants</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (e) Effectiveness evaluation, including <u>monitoring</u> of levels of <u>persistent organic pollutants</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (f) Review of <u>available infrastructure, capacity and institutions</u> at the national and local levels and the potential to strengthen them |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | (g) Development and establishment of <u>laboratory capacity</u> , including the promotion of standard sampling and analysis procedures for validation of inventories |
| | | (h) Development and strengthening <u>research capacity</u> at the national, subregional and regional levels, including: |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | (i) Development and introduction of alternatives to <u>persistent organic pollutants</u> , with special emphasis on reducing the need for specific exemptions |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | (ii) Training of technical personnel |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (i) Development and updating of a <u>list of technologies</u> that are available to be transferred to the eligible Parties through regional and subregional centres |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (j) Identification of <u>obstacles and barriers</u> to the transfer of technology and its solutions |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (k) Development, implementation and enforcement of <u>regulatory controls and incentives</u> for the sound management of <u>persistent organic pollutants</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (l) Promotion of <u>awareness raising</u> and information dissemination programmes, including awareness-raising among the general public, of issues related to the Convention |
| | | (m) <u>Training</u> for decision makers, managers and personnel responsible in: |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (i) <u>Persistent organic pollutants</u> identification |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (ii) Technical assistance needs identification |

- (iii) Project proposal writing
- (iv) Legislation development and enforcement
- (v) Development of an inventory of persistent organic pollutants
- (vi) Risk assessment and management of PCBs, PCDD/Fs
- (vii) Evaluation of social and economic impacts
- (viii) Development of Pollutants Release and Transfer Registers
- (n) Other, please specify

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2. Technical personnel with recognized competence in capacity-building or technology transfer

Please list the technical personnel currently working at the nominated institution and indicate their expertise by citing corresponding numbers (a-n) of the above list. Also please attach their curriculum vitae when submitting this form.

List of technical personnel (For CV of each personnel, please see ANNEX II)

Name	Job title	Expertise (a-n)
1. Mr. Aboejoewono Aboeprajitno	Director	a-f, i-m
2. Ms. Cynthia Indriani	Executive Secretary	a-f, i-m
3. Ms. Trina Ayuni	Financial and General Executive	i-m
4. Note : BCRC-SEA can outsource other required skills, including technical experts, as necessary, and have experiences in conducting so in the past		

C. EQUIPMENT AND FACILITIES

1. Equipment

Please specify the office equipment currently in use at your institution

Equipment	Yes	No	Number
Personal Computers installed with up to date software	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5
Printers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2
Photocopier	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2
Scanners	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1
Fax machines	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1
Multimedia projector	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1
Microphones	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1
Audio-visual recorders	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2
Other, specify:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1
<ol style="list-style-type: none"> Laboratory for hazardous materials/waste analysis including POPs owned and operated by the Ministry of Environment, as well as support from other similar laboratories managed by other government bodies, universities and private sectors (the MoE's Environmental Laboratories also serves as the national reference laboratory in Indonesia). Training Centre facilities and equipment, owned and managed by the Ministry of Environment, available to support the Regional Centre's training activities. 			1

2. Installed and operational communication facilities

Please indicate which of the following communication facilities are available and operational at your institution.

2.1 Telephone	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.2 Fax	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.3 Internet connection (indicate the type of connection available)		
a. Dial-up	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. ADSL	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Broadband cable	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. T-1/DSL	<input type="checkbox"/>	<input type="checkbox"/>

3. Meeting facilities

Does the nominated institution have meeting facilities?

- Yes
 No

If the answer to the question above is yes, please provide information as to the type of the meeting facilities and their location.

1 dedicated small meeting room in the BCRC-SEA's office for 8 people.
5 alternative meeting rooms in the Ministry of Environment's buildings (adjacent buildings) with complete audio-visual equipment, ranging with capacity of 10-100 audiences.

D. COVERAGE OF THE INSTITUTION

1. Eligible Parties to be served by the proposed centre

Please list the eligible¹ Parties which your institution intends to serve.

List of eligible Parties to be served by the nominated institution			
1	Cambodia	7	Thailand
2	Indonesia	8	Vietnam
3	Lao PDR	9	
4	Myanmar	10	
5	Philippines	11	
6	Singapore	12	

2. Cooperation and coordination

Does your institution currently serve as a regional or subregional centre to any other multilateral environmental agreement (MEA)?

Yes No

If yes please provide the name of the multilateral environmental agreement

BASEL CONVENTION ON THE CONTROL OF TRANSBOUNDARY MOVEMENTS OF HAZARDOUS WASTES AND THEIR DISPOSAL

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3. Language

Please indicate the working language(s) of the nominated institution.

English, Indonesian

Note: In accordance with decision SC-2/9 all centres must be capable of communicating in English.

Please send the completed form and the relevant attachments to:

**Secretariat of the Stockholm Convention
 International Environment House 1
 11-13, Chemin des Anémones
 CH-1219 Châtelaine- Geneva,
 Switzerland
 Fax: + 41 22 917 8098
 Email: ssc@pops.int**

¹ As per the decision SC1/15, to be eligible to receive technical assistance under the Stockholm Convention, a country must be a developing country or a country with an economy in transition and a party to the Convention

FRAMEWORK AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF INDONESIA

AND

**THE SECRETARIAT OF THE BASEL CONVENTION ON
THE CONTROL OF TRANSBOUNDARY MOVEMENTS
OF HAZARDOUS WASTES
AND THEIR DISPOSAL**

ON

**THE ESTABLISHMENT OF A BASEL CONVENTION
REGIONAL CENTRE FOR TRAINING AND
TECHNOLOGY TRANSFER FOR SOUTHEAST ASIA**

The Government of the Republic of Indonesia, and the Secretariat of the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and Their Disposal, hereinafter referred to as "the Parties ";

Bearing in mind Article 14 of the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and Their Disposal of 22 March 1989, which calls for the establishment of the Regional Centres for training and technology transfer regarding the management of hazardous wastes and other wastes and the minimization of their generation;

Recognizing that cooperation among the States at the regional level in the field of training and technology transfer facilitates the environmentally sound management of hazardous wastes and other wastes and the minimization of their generation;

Recalling Decision III/19 of the third meeting of the Conference of the Parties to the Basel Convention which selected the Republic of Indonesia as the seat for a Basel Convention Regional Centre for Training and Technology Transfer;

Noting with appreciation the interest expressed by the Government of the Republic of Indonesia to host the Basel Convention Regional Centre;

Recalling Decision V/5 of the fifth meeting of the Conference of the Parties which emphasized the need for the enhancement of the legal status of the Centres as a way to attract additional financial support and the necessity of developing a framework agreement;

Recalling also Decision VI/3 of the sixth meeting of the Conference of the Parties by which the latter adopted a core set of elements for the Framework Agreement, endorsed the mechanism of establishing the Basel Convention Regional Centres by signing the Framework Agreements, and mandated the Secretariat of the Basel Convention to negotiate and sign the agreement on behalf of the Conference of the Parties with the representative of the Government of the country hosting the Centre;

Recalling further Decisions VI/1, VI/2 and VI/3 of the sixth meeting of the Conference of the Parties in which the latter endorsed the role of the Basel Convention Regional Centres in implementing the Basel Declaration and the priority actions of the Strategic Plan of the Basel Convention, using contributions from the Basel Convention Trust Funds in accordance with the criteria and procedure established under Decision VI/2;

Have agreed as follows:

Article I Definitions

For the purpose of the present Agreement, the following definitions shall apply:

- a. The "Agreement" means the Framework Agreement between the Republic of the Indonesia and the Secretariat of the Basel Convention on the Control of Transboundary Movements or Hazardous Wastes and their Disposal on the Establishment of a Basel Convention Regional Centre for Training and Technology Transfer for Southeast Asia;
- b. The "Basel Convention" means the Basel Convention on the control of the Transboundary Movements of Hazardous Wastes and Their Disposal, adopted on 22 March 1989;
- c. The "Business Plan" means the document provided for in Decision VI/4 of the sixth meeting of the Conference of the Parties to the Basel Convention;
- d. The "competent authorities" means the Ministry of Environment and/or other competent authorities under the prevailing laws and regulations of the Republic of Indonesia;
- e. The "consultants and experts of the Centre" means consultants and experts, whose posts are financed from the Trust Funds of the Basel Convention, and who are selected and, appointed by the Director of the Regional Centre in consultation with the Secretariat;
- f. The "Director" means the director of the Regional Centre whose post is financed as provided under Article XII of the present Agreement;
- g. The "Focal Point of the Basel Convention" means the government institution designated by each Party to the Basel Convention under the provision of Article 5 of the Basel Convention;
- h. The "General Convention" means the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946, to which Republic of Indonesia acceded on 8 March 1972;
- i. The "Government" means the Government of the Republic of Indonesia;
- j. The "international staff" means officials of the Regional Centre whose posts are financed from the Basel Convention Trust Funds in accordance with decisions of the Parties of the Basel Convention;

- k. The "Laws and regulations" means prevailing laws and regulations of the Republic of Indonesia;
- l. The "Parties to the Basel Convention" means those states and political and/or economic integration organizations which ratified, accepted, formally confirmed, approved or acceded to the Basel Convention following the provisions of Articles 22 and 23 of the Basel Convention;
- m. The "Project Document" means a formal document covering a project, which sets out, *inter alia*. the need, results, outputs, activities, workplan, budget, pertinent background, supporting data and any special arrangements applicable to the execution of the project in question signed by UNEP or the Secretariat and the Basel Convention Regional Centre;
- n. The "Regional Centre" means the Basel Convention Regional Centre for Training and Technology Transfer for Southeast Asia;
- o. The "Secretariat" means the Secretariat of the Basel Convention;
- p. The "staff" means the national staff of the Regional Centre;
- q. The "Steering Committee" means the Committee provided for in Article VII of the present Agreement;
- r. The "Trust Funds" means the Basel Convention Trust Funds established under the Basel Convention with the scope of providing financial support for the ordinary expenditure or the Secretariat of the Basel Convention and the Technical Cooperation Trust Fund of the Basel Convention established for the purpose of assisting developing countries and other countries in need of technical assistance in the implementation of the Basel Convention;
- s. "UNEP" means United Nations Environment Programme;

Article II

Purpose of the Agreement

The purpose of this Agreement is to set forth the terms and conditions under which the Basel Convention Regional Centre for Training and Technology Transfer for Southeast Asia shall be established and operate in the Republic of Indonesia pursuant to the relevant provisions of the Basel Convention and related decisions of the Conference of the Parties to the Basel Convention.

Article III
**Establishment and Legal Status of the Basel Convention Regional Centre for
Training and Technology Transfer for the Southeast Asia**

1. The Basel Convention Regional Centre for Training and Technology Transfer for the Southeast Asia is hereby established in Serpong, Jakarta, the Republic of Indonesia.
2. Subject to the relevant provisions of the present Agreement, the Regional Centre, which is a national institution established under the laws and regulations of the Republic of Indonesia, shall operate in accordance with the laws and regulations of the Republic of Indonesia.
3. The Regional Centre referred to in paragraph 2 of this Article shall be an autonomous institution with its own legal personality.
4. The Regional Centre shall have a regional role defined in accordance with the relevant decisions of the Conference of the Parties to the Basel Convention.
5. Activities of the Regional Centre which are not related to its regional role, shall be defined by competent authorities of the Republic of Indonesia. The Government of the Republic of Indonesia and the Regional Centre shall ensure that such activities do not interfere with or affect the regional role of the Regional Centre and the commitments and obligations under the present Agreement.
6. The Regional Centre shall have the capacity, in accordance with the national laws and regulations of the Republic of Indonesia:
 - a) To contract;
 - b) To acquire and dispose of movable and immovable property;
 - c) To institute legal proceedings.

Article IV
Regional Role of the Regional Centre

1. The Regional Centre shall provide services for the implementation of the Basel Convention to the Parties to the Basel Convention consenting to be served by the Regional Centre whose names are included in Annex III to the present Agreement.
2. Any other Parties to the Basel Convention may at any time express their consent to be served by the Regional Centre through a written communication to the Regional Centre and to the Secretariat.

3. Subject to the agreement of the Steering Committee provided for in Article VII of the present Agreement, any Party to the Basel Convention not included Annex III, non-governmental organization, entity, private sector organization, academic institutions, or other organization may participate in the activities of the Regional Centre.

Article V

Functions of the Regional Centre relevant to its regional role

1. The core functions of the Regional Centre are described in Annex I to the present Agreement. These functions may be subject to periodic review by the Conference of the Parties to the Basel Convention.
2. The Regional Centre shall implement activities in accordance with the relevant decisions of the Conference to the Parties to the Basel Convention and the Business Plan of the Regional Centre referred to in Article VII, paragraph two of the present Agreement.

Article VI

Governance and reporting

1. The activities of the Regional Centre relevant to its regional role shall be carried out under the general guidance and in close coordination with the Secretariat.
2. The Regional Centre shall coordinate with the Secretariat in conducting its activities with the work of other Basel Convention Regional Centres as well as with the relevant activities of the Parties to the Basel Convention, international organizations, programmes, funds and other institutions established by relevant global and regional conventions.
3. The Regional Centre shall keep the Focal Points of the Basel Convention of the Parties served by the Regional Centre, the Secretariat, non-governmental organizations, entities, private sector organizations, academic institutions or other organizations which participate in the activities of the Regional Centre, regularly informed on its activities.
4. The Regional Centre shall submit annually a report to the Secretariat on the implementation of its Business Plan financial income and expenditures.
5. The Secretariat shall coordinate the activities of the Regional Centre with the work of other Basel Convention Regional Centres as well as with the relevant activities of the Parties to the Basel Convention, international organizations, programmes, funds and other institutions established by relevant global and regional conventions.

Article VII

Steering Committee

1. A Steering Committee shall be established to advise the Regional Centre on the development and implementation of the activities of the Regional Centre relevant to its regional role and to enhance national support of its activities from Parties served by the Regional Centre.
2. The Steering Committee shall develop and endorse the Business Plan for the Centre and oversee its implementation.
3. The Steering Committee shall be composed of five members nominated by the Parties served by the Regional Centre through a process of consultations, for a period of four years. The representative of the Republic of Indonesia shall be one of the five members.
4. The members of the Steering Committee shall be experts of recognized standing and experience in the sound management of hazardous wastes and other wastes.
5. The representative of the Secretariat and the Director of the Regional Centre referred to in Article XII of the present Agreement shall participate in the meetings of the Steering Committee *ex officio*.
6. Donors and other stakeholders including relevant non-governmental organizations, entities, private sector organizations, academic institutions, or other organizations from within and outside the Southeast Asia region may be invited to attend the meetings of the Steering Committee as observers.
7. The first meeting of the Steering Committee shall be convened by the Director of the Regional Centre in consultation with the Secretariat within ninety (90) days from entry into force of the present Framework Agreement.
8. The members of the Steering Committee shall elect by consensus the Chairperson and the Vice-Chairperson of the Committee from among its members for a four year term.
9. The Chairperson, in consultation with the Secretariat and the Director of the Regional Center, shall convene the ordinary meetings of the Steering Committee when required and at least once every two years. Extraordinary meetings may be convened by the Chairperson in consultation with the Secretariat.
10. The Party whose expert is a member of the Steering Committee shall defray the expenses of that member while performing the Committee's duties.
11. The Government of the Republic of Indonesia shall designate a competent

national authority/committee to mobilize and coordinate the national inputs into the Steering Committee and the Regional Centre.

Article VIII

Participants in Meetings and Activities organized by the Regional Centre

1. Meetings and activities organized by the Regional Centre shall be open to participants designated by the Focal Points of the Basel Convention of the Parties served by the Regional Centre.
2. Any other Party, States, non-governmental organizations, entities, private sector, organizations, academic institutions or other organizations may be invited to the meeting organized by the Regional Centre, subject to the agreement of the Steering Committee.

Article IX

Language, Rules and Procedures of the Regional Centre

1. The working language of the Regional Centre in carrying out its regional role shall be English.
2. The meetings organized by the Regional Centre shall apply *mutatis mutandis* the rules and procedures of the Conference of the Parties to the Basel Convention.
3. Communications between the Regional Centre and the Secretariat shall be in English.

Article X

Financial Resources and Contributions

1. The financial resources of the Regional Centre shall be composed of:
 - a) Contributions from the Trust funds of the Basel Convention in accordance with the relevant decisions of the Conference of the Parties to the Basel Convention and subject to the availability of resources in the Trust Funds;
 - b) The voluntary contribution of the Parties served by the Regional Centre;

- c) Funds directly received from other parties, non-parties, industry, research institutes, foundations, the United Nations and other relevant international and national organizations and bodies, etc. subject to the conditions stipulated in the present Agreement;
 - d) Funds received for services provided by the Regional Centre;
 - e) Other funds received by the Regional Centre;
2. Contributions shall also be provided by the Government in accordance with Article XI of the present Agreement and as provided in Annex II.
 3. The Regional Centre may also receive in-kind contributions.
 4. The Conference of the Parties to the Basel Convention shall at each meeting review the financial status of the Regional Centre as presented by the Director through the Secretariat, and make such recommendations to the Regional Centre as it may deem appropriate.
 5. The acceptance by the Regional Centre of any voluntary contribution or donation shall in every case be subject to prior consultation and exchange of letters (which may be effected by electronic mail) between the Director and the Secretariat in order to avoid conflict of interest between the goals and objectives of the Basel Convention and the donors.
 6. The financial resources provided to the Regional Centre from the Trust Funds established under the Basel Convention shall be kept in a sub-account of the Jakarta office of the United Nations Development Programme in the currency in which they are remitted. These resources shall be available to the Centre for the implementation of its programme of work in conformity with the Project Document signed for that purpose by the Regional Centre and UNEP or the Secretariat.
 7. The Regional Centre and the Secretariat, individually or jointly, may seek additional financial or in-kind support for the Regional Centre from sources other than the Trust Funds of the Basel Convention.
 8. Activities of the Regional Centre which are not related to its regional role shall be financed from funds provided by the Government.
 9. An external biennial review of the activity of the Regional Centre shall be carried out by an auditor selected jointly by the Director and the Secretariat. A report of the review shall be submitted to the Director, the Steering Committee and the Secretariat.

Article XI Contribution

1. The Government shall provide, as an in-kind contribution, adequate premises for the Regional Centre and the personnel as specified in Annex II to the Agreement.
2. Subject to the availability of funds and the prior authorization of the Conference of the Parties or its subsidiary bodies, the Secretariat shall facilitate the transfer of funds from the Trust Funds of the Basel Convention. The Secretariat may also assist the Regional Centre in seeking other sources of funding for the Regional Centre in implementing its Business Plan and activities.
3. Subject to the availability of resources the Secretariat shall assist the Regional Centre to develop its capability and staff in the field of sound management of hazardous waste.

Article XII Director, Staff, International Staff, Consultants, and Experts of the Regional Centre

1. The Regional Centre shall comprise a full-time Director and such staff as the Regional Centre may require for the effectiveness and efficiency in carrying out of its regional role.
2. The Director shall be a national of the Republic of Indonesia, and appointed by Ministry of Environment in consultation with the Secretariat.
3. The Director shall be chief administrative officer of the Regional Centre and, subject to the provisions of the present Agreement, shall have overall responsibility for the activities and administration of the Regional Centre.
4. The posts of the Director and of the staff shall be funded as part of the contribution provided by the Government towards the operating costs of the Regional Centre as stipulated in Annex II of the present Agreement. If approved by the Parties of the Basel Convention, contributions towards the salary of the Director may be made by interested Parties.
5. The staff shall be appointed by the Director and financed by the Government.
6. The international staff shall be appointed by the Director in consultation with the Secretariat. The international staff shall be appointed from among the qualified applicants responding to the vacancy announcements circulated by the Secretariat to the Focal Points of the Basel Convention.
7. Consultants and experts of the Regional Centre shall be selected and appointed by the Director in consultation with the Secretariat.

Article XIII
Function, Duties and Responsibilities of the Director

In ensuring the regional role of the Regional Centre, the Director shall:

- a) Administer the Regional Centre and its programmes with a view to ensuring that the Regional Centre performs its regional role in accordance with relevant provisions of the Basel Convention and related the decisions of the Conference of the Parties;
- b) Prepare a Business Plan of the Regional Centre for submission to the Steering Committee for its review and endorsement;
- c) Report on the implementation of the activities in the Business Plan to the Conference of the Parties to the Basel Convention through the Secretariat;
- d) Appoint national and international staff, consultants and experts to the Regional Centre, in accordance with the provisions of Article XII above;
- e) Develop and implement strategies to ensure the appropriate funding for programmes and institutional activities of the Regional Centre, relevant to its regional role;
- f) Arrange all matters relating to the preparation and publication of materials produced by the Regional Centre, having in view the objective of the Regional Centre and its regional role;
- g) Perform such other duties as may be required pursuant to relevant decisions of the Conference of the Parties to the Basel Convention.

Article XIV
Privileges and Immunities

1. The representatives of the Parties to the Basel Convention participating in meetings and other activities organized by the Regional Centre in the territory of *the* Republic of Indonesia shall enjoy the privileges and immunities equivalent to those provided for in Article IV of the General Convention.
2. The Officials of the United Nations on mission to provide assistance to the Regional Centre or to participate in meetings and other activities of the Regional Centre shall enjoy the privileges and immunities, exemptions and facilities provided for in Articles V and VII of the General Convention.
3. International staff shall enjoy the privileges and immunities, exemptions and

- facilities equivalent to those provided for in Articles V and VII of the Regional General Convention.
4. Internationally-recruited consultants and experts of the Regional Centre shall enjoy the privileges and immunities, exemptions and facilities equivalent to those provided for in Articles VI and VII of the General Convention.
 5. Consultants and experts on mission to provide assistance to the Regional Centre or to participate in meetings and other activities of the Regional Centre, shall enjoy the privileges and immunities, exemptions and facilities equivalent to those provided for in Articles VI and VII of the General Convention.
 6. The representatives of the Specialized Agencies and their Officials participating in meetings and other activities organized by the Regional Centre in the territory of the Republic of Indonesia, shall enjoy, as appropriate, the privileges and immunities provided for in the 1947 Convention on the Privileges and Immunities of the Specialized Agencies.
 7. All participants in meetings and activities of the Regional Centre relevant to its regional role shall enjoy immunity from legal process in respect of words, spoken or written, and any act performed by them in connection with their participation in meetings and activities.
 8. The Government shall take the necessary steps to ensure that the entry into and exit from the Republic of Indonesia for all persons referred to in paragraphs I to 7 above are facilitated without delay. Visas and entry/exist permits, where required, shall be granted to them free of charge and as promptly as possible.
 9. National staff of the Regional Centre shall be accorded the appropriate facilities necessary for independent exercise of their functions and duties for the Regional Centre relevant to its regional role.
 10. Distinguished guests officially invited to attend meetings and other activities of the Regional Centre shall be given unrestricted access to the meetings and activity areas and the premises of the Regional Centre.

Article XV

Abuse of Privileges and Immunities

1. The Regional Centre shall cooperate at all times with the appropriate Government authorities in order to prevent any abuse of the privileges, immunities and facilities provided for in this Agreement. Without prejudice to their privileges, immunities and facilities, it is the duty of staff of the Regional Centre enjoying such privileges, immunities and facilities to respect the laws and regulations of Indonesia. In all circumstances they will not engage in political affairs.

2. The Director of the Regional Centre shall take every precaution to ensure that no abuse of privileges, immunities or facilities accorded under this Agreement shall occur and for this purpose shall establish such rules and regulations as may be deemed necessary and expedient for the staff of the Regional Centre.
3. Should the Government consider that an abuse of privileges, immunities or facilities accorded under this Agreement has occurred, the Director of the Regional Centre shall, upon request, consult the appropriate Indonesian authorities and the Secretariat. In the light of such consultations, the Director of the Regional Centre should waive the immunity of any staff member in any case where, having regard to all relevant factors, they conclude that immunity would impede the realization of justice and the waiver of immunity would not prejudice the interest of the Regional Centre and the Basel Convention.

Article XVI

Property, Funds, and Assets of the Regional Centre

1. The property, funds and assets of the Regional Centre held and administered on behalf of UNEP, and those held and administered on behalf of the Parties to the Basel Convention, wherever located and by whomsoever held, shall enjoy the privileges and immunities.
2. Property, funds and assets transferred to the Regional Centre pursuant to the Project Document signed between the Regional Centre and UNEP or between the Regional Centre and the Secretariat, in carrying out its regional role shall enjoy the privileges and immunities, exemptions and facilities equivalent to those provided for in Article II of the General Convention.
3. Equipment, publications and scientific collection procured by the Regional Centre shall be properly marked as such and shall remain the property of the Regional Centre.
4. The property of the Regional Centre shall not be removed from its original designated place without consent of the Director or a person duly authorized by the Director.
5. The immunities, privileges, exemptions and facilities set forth in paragraph 1 and 2 above shall not apply in respect of property, funds and assets provided to the Regional Centre by the Government in accordance with Article XI of the present Agreement, nor to property, funds and asset supplied to the Regional Centre for activities which are not related to its regional role.

Article XVII
Liability

1. The Government will release the United Nations, UNEP, the Conference of the Parties to the Basel Convention and the Secretariat and their officials from liability in respect of all suits, proceedings, claims and demands which the Government or any other party may now have or may in the future have against them or any of them in respect of injury, loss, damage or employment resulting from, or consequent upon, the Regional Centre activities.
2. The release and indemnity referred to in paragraph 1 of this Article will not apply where the liability results from a criminal act, gross negligence or wilful misconduct on the part of the officials referred to in paragraph 1.

Article XVIII
Settlement of Disputes

1. Any dispute between the Government and the Secretariat concerning the interpretation or implementation of this Agreement and the Annexes of the Agreement, including any commercial dispute, shall be settled amicably through negotiation.
2. Any dispute, including any commercial dispute, between the Secretariat and the Government which is not settled by negotiation shall be submitted, at the request of either Party to a dispute, to an arbitral tribunal composed of three members. Each Party shall appoint one arbitrator and the two arbitrators so appointed shall appoint a third, who shall be the Chairman. If within thirty (30) days of the request for arbitration either Party fails to appoint an arbitrator or if within fifteen (15) days of the appointment of two arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. The procedure for the arbitration shall be determined by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral tribunal shall reach its decision by a majority of votes on the basis of the applicable rules of international law. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute, even if rendered in default of one of the Parties.

Article XIX
Status of Annexes to the present Agreement

The annexes attached to the present Agreement constitute an integral part of the Agreement.

Article XX
Entry into Force, Duration, Amendment and Termination
of the Framework Agreement

1. The present Agreement shall enter into force upon the date on which the Secretariat is notified that the legal procedures for entry into force had been completed by the Government or the Republic of Indonesia.
2. The Agreement shall be valid for an initial period of five (5) years and automatically be extended for a further period of five (5) years unless one or both Parties to the present Agreement wish to terminate it and provides the other Party with written notice.
3. The present Agreement may be terminated by either Party to the present Agreement providing written notice six (6) months in advance to the other Party.
4. In case of termination, the present Agreement shall continue to remain in force for a period of one year for an orderly cessation of its activities.
5. No change in or modification to the present Agreement shall be made unless by prior written agreement between the Government and the Secretariat.
6. Annex III may be updated through written communication made by the Director of the Regional Centre to the Secretariat. The communication shall bear a copy of the written request of the Party consenting to be served by the Regional Centre.
7. The Regional Centre shall not assign, transfer, pledge, sub-contract or make other disposition of this Agreement or any part thereof, or of any of the Regional Centre's rights, claims or obligations under this Agreement except with the prior written consent of the Secretariat.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by the Government and the Secretariat, have signed this Agreement.

DONE in duplicate at Geneva, this 29th day of October 2004 in the English language, both texts being equally authentic.

**For the Government
of the Republic of Indonesia**
signature

Masnellyarti Hilman
Deputy Minister for Technical Infrastructure
Development for Environmental Management
Ministry of Environment of the Republic of Indonesia

**For the Secretariat
of the Basel Convention**
signature

Sachiko Kuwabara-Yamamoto
Executive Secretary

1. DIRECTOR

Aboejoewono Aboeprajitno is currently the Director of the Basel Convention Regional Centre for South-East Asia (BCRC-SEA), a Regional Centre for facilitating the countries in the region to implement the Basel Convention through capacity building.

During 1967, he was an apprentice in Essen (West Germany) for Water and Water Pollution Laboratory, Firma Krupp GmbH and Firma Emschergenossenschaft & Lipperverband.

He graduated from Bandung Institute of Technology (ITB) in 1972, majoring in Environmental Engineering.

In 1998-2001, he was the Head of DKI Jakarta Environmental Impact Control Agency, handling several environmental projects in sectors of air quality, city cleansing and greening, wastewater sewerage system, industrial pollution control, solid waste management and urban problems, and involved in water supply system projects as Sanitation Expert.

In 2001-2003, he was the Senior Advisor of the Minister of the Environment of Indonesia in Global matter.

He was also a Solid Waste Engineer for Western Java Environmental Management Project (WJEMP) in Solid Waste Management for Jakarta (2003-2005).

He has become Sanitation and Environmental Expert dealing with Solid Waste Management in DKI Jakarta, and Institutional Development Specialist for the Ministry of Planning and Development's /Bappenas Project (2006), which is the Indonesia Sanitation Sector Development Programme (ISSDP).

He started his position as the Director of BCRC-SEA since 2006.

2. EXECUTIVE SECRETARY

Cynthia Indriani is currently the Executive Secretary of BCRC-SEA. She graduated from Bandung Institute of Technology (ITB) majoring in Environmental Engineering. In her current position, she has acted as Project Officer for several regional projects and workshops on e-waste. She has also become Resource Person for several regional workshops on the Basel convention provision, illegal traffic of hazardous wastes and providing training on e-wastes.

She has experience working as Sub-Professional at a consultant dealing with environmental management projects in West Java-Indonesia, which is the Western Java

Environmental Management Project (WJEMP), with specific field in the wastewater treatment area.

She has also become Health and Safety Engineer in an industry in Indonesia, and was also responsible in designing the wastewater treatment plant.

3. FINANCIAL AND GENERAL EXECUTIVE

Trina Ayuni is the Finance and Executive Officer at the Basel Convention Regional Centre for South-East Asia (BCRC-SEA). In this capacity she is responsible for directing all internal and some projects in the financial with duties including budgeting and evaluated results, and managing the administration and controlling operational matters of the Centre. Prior to joining BCRC-SEA, Trina, who graduated from University of Indonesia with a major in Communication Science, was a Promotion Staff at Health Today Magazine. While there she was responsible for developing and implementing comprehensive strategies for special events, sales promotions and coordinated with account executive division to secure targeted media endorsement. She also has experienced in Next Magazine, an internal magazine of Social and Politic Science Faculty of University of Indonesia, as an editor and writer.

ANNEX III. INSTITUTIONAL PROFILE

Basel Convention Regional Centre for Southeast Asia (BCRC-SEA)

Basel Convention Regional Centre for Southeast Asia (BCRC-SEA) is a regional centre established to assist Parties to the Basel Convention in the region / Southeast Asia countries to achieve the fulfillment of the objectives of the Basel Convention. It is established according to Article 14 of the Basel Convention on the Control of Transboundary Movements of Hazardous Waste and their Disposal which requires the establishment of Regional Centers for Training and Technology Transfer (BCRC). Furthermore, according to the Decision III/19 at Conference of the Parties (COP) III in 1995, Indonesia is selected to host one of BCRCs. The Government of the Republic of Indonesia then signed the Framework Agreement on BCRC for Southeast Asia (BCRC-SEA) with the Secretariat of the Basel Convention (SBC) on 29 October 2004 in Geneva. The Framework Agreement was later endorsed by Presidential Regulation No. 60/2005 on 12 October 2005. The BCRC-SEA is supported by 10 countries : Brunei Darussalam, Cambodia, Lao PDR, Malaysia, Myanmar, Indonesia, Singapore, Philippines, Thailand and Vietnam.

For effective operation of BCRC-SEA, a full-time director was appointed according to Ministry Decree No. 352 year 2005 and started effectively since January 2006. Currently, the Director is assisted by 2 staff members. BCRC-SEA can outsource other required skills, including technical experts, as necessary, and have experiences in conducting so in the past.

The core functions of BCRC-SEA is to provide training, technology transfer, information, consulting, and awareness raising for Parties to the Basel Convention in the region / Southeast Asia countries.

Key Activities

BCRC-SEA has organized / co-organized and provided resource persons in the following events and conducted the following projects :

- The E-Waste Training Workshop for Asia and the Pacific, Hanoi, Vietnam, 10 – 14 August 2009;
- The 3rd BCRC-SEA's Steering Committee Meeting, Kuala Lumpur, Malaysia, 23 January 2009;
- The Workshop 2009 of the Asian Network for Prevention of Illegal Transboundary Movement of Hazardous Wastes, Kuala Lumpur, Malaysia, 20 – 22 January 2009;
- Meeting on National Hazardous Waste Management and Basel Convention Implementation Issues with the National Focal Point of Malaysia, Kuala Lumpur, Malaysia, 28 – 29 October 2008;

- National Training on Illegal Traffic of Hazardous Wastes for Customs Officers, Jakarta, Indonesia, 22 – 24 July 2008;
- Workshop on International Partnership in Managing Hazardous Wastes, Bali, Indonesia, 26 June 2008;
- National Training Workshop on Hazardous Wastes Management for Manufacturing Industries. Jakarta, Indonesia, 13 - 15 May 2008;
- National Training Courses on the Environmentally Sound Management (ESM) of E-Wastes in 6 Cities/Provinces in Cambodia (Phnom Penh, Sihanoukville City, Siem Reap Province, Battambang Province, Kampong Cham Province and Kratie Province), April – June 2008;
- National Training Workshop on Hazardous Wastes Management for Manufacturing Industries. Jakarta, Indonesia, 4 - 6 December 2007;
- Regional Workshop for the ESM of E-Wastes, Siem Reap, Cambodia, 13-15 March 2007;
- The 2nd BCRC-SEA's Steering Committee Meeting, Siem Reap, Cambodia, 12 March 2007;
- Regional Workshop for the ESM of Asbestos Containing Materials, Jakarta, Indonesia, 19 December 2006;
- Regional Workshop Aimed at Promoting Ratification of the Basel Protocol on Liability and Compensation for Damage Resulting from Transboundary Movements of Hazardous Wastes and their Disposal. Yogyakarta, Indonesia, 16-18 May 2006;
- Consultation Visit to Vietnam, Lao and Cambodia, May 2007 and April 2008 and to Thailand, Phillipines, Malaysia, Singapore, 29 January – 6 February 2006;
- Project on Upgrading, Re-development and Maintenance of BCRC-SEA's Website, June 2006 – June 2010;
- The 1st BCRC-SEA's Steering Committee Meeting, Jakarta, Indonesia, 27 February 2006;
- Regional Training Workshop on the Inventory of Hazardous Wastes Generation, Jakarta, 21-23 June 2005;

- National Workshop on the Pilot Project for the Monitoring and Control of Transboundary Movement of Hazardous Wastes in Asian region, Indonesia 27-29 January & 3 – 5 February 2004;
- Provision of Resource Persons for Various Activities Related to the Management of Hazardous Wastes in the Region;
- Pilot Project on Inventory of Hazardous Wastes Generation in Selected Countries, October 2004 – June 2005.

Case Study – Development of Technical Guidelines for Inventory and 3 R (Reduce, Reuse, Recycle) of End-of-Life Electrical and Electronic Products

The centre participated in the development of the *first* Methodological guidelines on e-waste inventories at the regional level in the context of the Basel Convention and provided information to the Parties in the region on the design and implementation of a national e-waste inventory program. In parallel, the centre coordinated the development of Guidelines for the design and implementation of 3 R (Reduce, Reuse, Recycle) of end-of-life electrical and electronic products. The projects involved several Southeast Asian countries and the cooperation of SBC, national focal points and other stakeholders. It was financed through the Basel Convention Trust Fund.

Case Study - Pilot Study on Transboundary Movements of End-of-Life Mobile Phones in East Asian Countries (DOWA Project)

The centre coordinated the establishment of a scheme for the environmentally sound management of transboundary movements, with focus on end-of-life mobile phones. The project was a worldwide pilot paving the way to the establishment of the first used mobile phones management system at the regional level. The activities were undertaken in two phases:

- (a) Investigation of the current state of end-of-life mobile phones in the following Southeast Asian countries: Thailand, Malaysia and Singapore.
- (b) Establishment and implementation of a pilot scheme for the collection and transboundary movement of end-of-life mobile phone between Thailand, Malaysia, Singapore, and Japan. The centre participated in the activities in cooperation with SBC/UNEP and DOWA ECO-SYSTEM CO. LTD; the governments of Thailand, Malaysia, Singapore and Japan.

Provision of Resource Person

BCRC-SEA has provided resource persons for several regional and national events on:

Hazardous Wastes Management :

- WHO/FAO Regional Workshop for the Sound Management of Hazardous Wastes from Health Care and Agriculture, Jakarta, Indonesia, 26 – 29 June 2006;
- GHS Conference for ASEAN : Implementation Towards 2008 and Beyond, Jakarta, Indonesia, 9 – 11 May 2007;
- Regional E-Waste Management Conference 2007, Enhancing Business Strategies for A Green Future, Kuala Lumpur, Malaysia, 28 – 30 August 2007;
- Inception Workshop RETA 6361: Managing Hazardous Wastes (ADB), 31 October – 2 November 2007;
- National Training Workshop for the ESM of E-Wastes in 6 cities/provinces in Cambodia, April – June 2008;
- CITYWASTE Asia 2008, Rasa Sentosa Resort, Singapore, 18 - 20 June 2008;
- The Asia Mercury Storage Project Inception Workshop, Bangkok, Thailand, 4 – 5 March 2009
- The Awareness Summit for Promoting International Regulations, Bangkok, Thailand, 7 – 8 September 2009

Illegal Traffic of Hazardous Wastes

- The Fourth Joint SEAP-SA Customs – Ozone Officers Cooperation Workshop, Bangkok, Thailand, 17-20 May 2006;
- The Regional Workshop on Prevention of Illegal Transboundary Movement of Hazardous Wastes, Beijing, China, March 2007;
- Green Customs Workshop for Greater Mekong Sub-Regional Countries, Bangkok, Thailand, 5 – 7 September 2007;
- 1st Regional Enforcement Network Workshop, Bali, Indonesia, 8-10 November 2007;
- Workshop of the Asian Network for Prevention of Illegal Transboundary Movement of Hazardous Wastes, Tokyo, Japan, 28 – 30 January 2008;
- The 2nd Multilateral Environmental Agreements Regional Enforcement Network Workshop (MEA-REN), Bangkok, Thailand, 24 – 26 September 2008;
- The Regional Workshop on E-waste Identification toward the Prevention of Illegal Transboundary Movement for Hazardous Waste and Other Wastes in Asia, Beijing, China, 3 – 4 November 2008

Upcoming Event Invitation

- The Second Workshop of the Stockholm Convention Regional and Subregional Centres, Geneva, Switzerland, 30 September – 2 October 2009;
- The 3rd Multilateral Environmental Agreements Regional Enforcement Network Workshop (MEA-REN), Chiang Mai, Thailand, 12 – 15 October 2009;
- Waseda International Symposium, Tokyo, Japan, 4 December 2009

For more information on BCRC-SEA and its activities, please visit our website :
www.bcrc-sea.org