

TERMS OF REFERENCE FOR THE GLOBAL BIOENERGY PARTNERSHIP (GBEP)

The G8 Gleneagles Plan of Action endorsed the launch of a Global Bioenergy Partnership by stating that “We (the G8) will promote the continued development and commercialization of renewable energy by ...launching a Global Bioenergy Partnership to support wider, cost effective, biomass¹ and biofuels deployment, particularly in developing countries where biomass use is prevalent, following the Rome International Workshop on Bioenergy”.

The undersigned entities (collectively the “Partners”) set forth the following Terms of Reference for the Global Bioenergy Partnership (referred to as "the Partnership"), a framework for international co-operation on a holistic approach to bioenergy development and deployment through partnerships among developed countries, developing countries, and countries with economies in transition, the private sector, the research institutes, the development banks, and other relevant international, intergovernmental and non-governmental organizations.

1. Purpose

To provide a forum for dialogue on effective policy frameworks, identifying ways and means to facilitate investment and transfer of technology. It will also enhance collaborative project development and their implementation, with a view to optimise the contribution of bioenergy to sustainable development, taking account of environmental, social and economic factors. It also provides a voluntary, non-binding framework for Partners to organise, articulate and implement targeted international research, development, deployment, demonstration and commercial activities, to be related to production, delivery, conversion, use and trade (local, regional or international), of bioenergy.

2. Functions

Through the Partnership, the Partners will seek to:

2.1 Create a global high level policy dialogue on bioenergy, supporting national, regional and international bioenergy policy discussions, that facilitate international cooperation and market development;

2.2 Develop and encourage collaborative project activities in the bioenergy field;

2.3 Foster the exchange of information, knowledge skills and technologies by identifying and promoting potential areas of bilateral and multilateral collaboration on research, development, demonstration, and commercial utilization of bioenergy;

¹ Biomass shall mean every type of organic material derived directly or indirectly from photosynthesis, excluding that of geological origin (e.g., coal, oil, etc.). Heat, electricity, gaseous or liquid biofuels – that is bioenergy – can be obtained from biomass by means of conventional or advanced sustainable technologies.

- 2.4 Facilitate bioenergy integration into energy markets by identifying, assessing and addressing specific barriers in the supply chain;
- 2.5 Favour the transformation of biomass use towards more efficient and sustainable practices;
- 2.6 Promote the use of biofuels to replace the use of petroleum-based fuels in transportation;
- 2.7 Act as a cross cutting initiative, working in synergy with other relevant initiatives and partnerships e.g. REN21, REEEP, MEDREP, IPHE, Methane to Markets, Implementing Agreements of the IEA, as well as with other relevant international organizations, to avoid duplicating ongoing activities;
- 2.8 Foster analysis of environmental implications of bioenergy including biodiversity, effects on climate change and land use, and promote the optimum use of bioenergy for sustainable development;
- 2.9 Provide a forum to analyze and develop policy recommendations on technical guidance for internationally-recognized interoperability standards;
- 2.10 Engage the private sector as an integral part of the cooperative activities of the Partnership, as well as development banks, research institutions, and other relevant organizations, as appropriate;
- 2.11 Increase public awareness of, and educate consumers about, bioenergy;
- 2.12 Recognize projects that meet specific criteria developed by the Partners.

Short – Mid Term Actions (within a period of 2-5 years) of the Partnership are listed in Annex A.

3. Organization

- 3.1 A Steering Committee and a Secretariat will be established.
- 3.2 Annex B lists the Partners. Partners will appoint one representative and one alternate to the Steering Committee. Annex B may be amended by the Steering Committee. When making their appointments the Partners will seek to establish a balanced representation of policy makers and experts with economic, environmental, social, scientific background in the Steering Committee. Because of high significance of possible land use competition, e.g. with environmental and agricultural uses, the Steering Committee should include experts on nature conservation and agriculture.
- 3.3 Experts with economic, environmental, social, scientific background will attend the Steering Committee meetings as deemed necessary by the appointed representatives.
- 3.4 The Steering Committee will govern the overall framework, policies, procedures and activities of the Partnership. It will provide strategic guidance to the Partnership and periodically review the program of collaborative activities undertaken by the Partnership, including a review of the organizational structure if necessary, and provide direction and instructions for actions to the Secretariat. The Committee should meet at least once a year, at times and places to be determined by its appointed representatives.

3.5 A majority of the members of the Steering Committee present at a meeting constitute a quorum for the transaction of business. The decisions of the Steering Committee will be made by consensus.

3.6 The principal coordinator of the Partnership communications and activities will be the Partnership Secretariat, established under the guidance of the Steering Committee. The Secretariat will: (1) organise the meetings of the Partnership (2) arrange special activities such as workshops, seminars and experts meetings, (3) receive and forward new membership requests to the Steering Committee, (4) coordinate communications with regard to the Partnership activities and their status, (5) act as a clearinghouse of information on policy developments and technological information on bioenergy, (6) maintain procedures and responsibilities for key functions that are approved by the Steering Committee, (7) perform other tasks and duties as the Steering Committee directs, (8) facilitate synergies with other relevant international initiatives and processes in the field of bioenergy, (9) develop and maintain the Partnership website. The focus of the Secretariat will be administrative. The Secretariat will not act on matters of policy except as specifically instructed by the Steering Committee.

3.7 The Secretariat may, as required, use the services of personnel employed by the Partners and made available to the Secretariat. Unless otherwise determined by the Partners, such personnel will be remunerated by their respective employers and will remain subject to their employers' conditions of employment.

3.8 The Ministry for the Environment and Territory of Italy will support the Partnership Secretariat for a period of two years. This arrangement will be reviewed at two year intervals. The Partnership Secretariat will be hosted at FAO headquarters in Rome.

3.9 Each Partner will individually determine the nature of its participation in the Partnership activities.

4. Membership

4.1 These Terms of Reference establish a framework for voluntary cooperation and do not create any legally binding obligations between or among its Partners. Each partner will undertake the activities contemplated by these Terms of reference in accordance with the laws under which it operates and the international instruments to which it is a party.

4.2 The Steering Committee may invite other entities to join the Partnership and become Partners through acceptance of the Terms of Reference.

4.3 Technical and other experts from within and outside Partnership Partner organizations may participate in activities conducted under the auspices of the Partnership, unless decided otherwise by the Partners.

5. Funding

5.1 Participation in the Partnership is on a voluntary basis. Each Partner may, at its discretion, contribute funds, personnel and other resources to the Partnership subject to the laws, regulations and policies of the Partner. Any costs arising from the activities contemplated in

these Terms of Reference are to be borne by the Partner that incurs them, unless other arrangements have been made.

5.2 These Terms of Reference do not create any right or benefit, substantive or procedural, enforceable by law or equity against the Partner, their officers or employees, or any other person. No Partner should submit a claim for compensation to another Partner for activities it carries out under these Terms of Reference.

6. Intellectual Property

6.1 To the extent possible, the research and development fostered by the Partnership should be open.

6.2 All matters related to intellectual property and the treatment thereof arising from cooperative activities of the Partnership will be addressed on a case-by-case basis within the specific context in which they appear, bearing in mind the purposes of the Partnership.

7. Commencement, Modification, Termination, Extension and Withdrawal

7.1 Commencement, Modification, Termination

7.1.1 These Terms of Reference will commence on May 11, 2006 and will continue in effect for 10 years unless extended or terminated by decision of the Steering Committee;

7.1.2 These Terms of Reference may be modified by decision of the Steering Committee.

7.2 Extension and Withdrawal

7.2.1 By decision of the Steering Committee these Terms of Reference may be extended for additional periods;

7.2.2 Any Partner may terminate its membership upon written notice 90 days prior to the withdrawal.

Short-Mid term actions

In the short term the Partnership will seek to:

1. Update the inventory of existing networks, initiatives and institutions dealing with bioenergy in order to avoid duplications, and allow integration and leverage of international activities;
2. Identify gaps in knowledge or areas of weak understanding;
3. Carry out scoping of feasibility studies for market building activities, in cooperation with interested developing countries;
4. Establish mechanism for raising awareness and dealing with issues of international relevance (e.g. environmental standards, food security/MDG1, trade) and gaps in technology and policy;
5. Formulating standard guidelines to measure the greenhouse gas emission reductions through the promotion and use of biofuels in the transport and energy generation sectors. This would include the development of baseline methodologies and monitoring tools to be used for project activities in the bioenergy field.

BRAZIL

CANADA

CHINA

THE REPUBLIC OF THE FIJI ISLANDS

FRANCE

GERMANY

ITALY

JAPAN

MEXICO

THE KINGDOM OF THE NETHERLANDS

THE RUSSIAN FEDERATION

THE KINGDOM OF SPAIN

SUDAN

THE KINGDOM OF SWEDEN

THE SWISS CONFEDERATION

THE UNITED REPUBLIC OF TANZANIA

UNITED KINGDOM

THE UNITED STATES OF AMERICA

FAO

IEA

UNCTAD

UNEP

UNDESA

UNDP

UNIDO

UN FOUNDATION

WBCRE

EUBIA