
Convention on Cluster Munitions

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Review of the status and operation of the Convention and other matters important for achieving the aims of the Convention**Implementation support**

Report on Elements of the Review of the Agreement between the States Parties to the Convention on Cluster Munitions and the Geneva Centre for Humanitarian Demining on the hosting of the Implementation Support Unit (ISU)

Submitted by the Coordinators of the Working group on the General Status and Operation of the Convention (Bosnia and Herzegovina and Switzerland)

1. The Fourth Meeting of States Parties mandated the CCM President to conclude, in consultation with the States Parties, an agreement with the Geneva International Centre for Humanitarian Demining (GICHD) on the hosting of the ISU (CCM/MSP/2013/6 paragraph 6). The agreement was concluded and signed by the CCM President and the Director of the GICHD on 2 August 2014 and endorsed by States Parties in paragraph 25 of the Final Document¹ of the Fifth Meeting of States Parties (San Jose, Costa Rica, September 2014). Paragraph 7 of the Hosting Agreement (CCM/MSP/2014/INF.1) provides that it shall be *reviewed by the Meeting of States Parties or the Review Conference of the States Parties every three years*.
2. Practical implementation of the Agreement started with the ISU Director taking up her functions in May 2015, and has been in operation ever since.
3. Paragraph 2 of the Agreement stipulates that the GICHD shall provide infrastructure, administrative and other support for the operation of the ISU. The GICHD has effectively provided support covering office occupancy, office supplies and maintenance, human resources management, travel services, mailing, telecommunications, IT network and website hosting, IT software and hardware acquisition, use of the GICHD

¹ CCM/MSP/2014/6.



filing system for the ISU document management and of its conference rooms for the organization of meetings.

4. Support also extended to the provision of human resources services, the inclusion of ISU staff members in the various GICHD social and insurance schemes (including the repatriation insurance), the management of the CCM sponsorship programme for the yearly MSP as well as other meetings, and to financial management (further detailed below).

5. Overall, the GICHD has provided extensive support to the ISU and to a level commensurate with the provisions set forth in the Agreement, to the satisfaction of the ISU itself. The provision of this support is estimated to be close to CHF 100'000 by the GICHD for 2016. This amount is expected to increase in 2017 as the ISU is now fully staffed.

6. Support has been provided while safeguarding the need for the ISU to maintain its own corporate identity. The ISU is taking advantage of the GICHD website support and uses the same hosting infrastructure. At the same time, the CCM website and email communication system is fully distinct from that of the GICHD (including domain names). In addition, the GICHD changed all its sign postings (entrance door, information on various floors and in the elevators, etc.) to increase visibility of the ISU.

7. Regarding human resources management, the selection of ISU personnel has remained a prerogative of the ISU Director, acting in conjunction with the CCM presidency and in consultation with the Coordination committee, as well as States Parties. In this domain, GICHD involvement has been limited to a support of a technical nature. As foreseen in the Agreement, ISU staff has GICHD work contracts and the ISU applies the Centre's salary scale. Salary progression followed the 2016-2020 ISU budget adopted at the Review Conference.

8. Concerning paragraph 4 of the Agreement, the GICHD has established a clearly distinct *CCM-ISU Trust Fund* and *Sponsorship Programme* bank account where contributions by States Parties have been directed. The GICHD internal control system has been applied to the expenditures of the ISU and the accounts have been audited yearly. The GICHD has supported the implementation of the *Financial procedures for the Implementation Support Unit* following their adoption at the CCM First Review Conference in September 2014. The complexity of these procedures has required special efforts on the part of the GICHD and close cooperation between the Centre and the ISU.

9. Annual audit reports of the ISU accounts have been provided by the GICHD to the CCM Presidency by May each year, as requested by paragraph 5 of the Agreement. The GICHD intends to submit for the first time in 2017 a report on the implementation of the Agreement for the previous year (2016) as foreseen in the document. A report for the implementation of the Agreement in 2015 was not submitted as the ISU started operating in the course of that year and staffing remained limited.

10. In terms of process, the Agreement foresees an interaction between the GICHD, the ISU and the CCM Presidency together with the Coordination Committee in its implementation. In practical terms, this interaction has remained fragmented, the ISU interacting directly with the CCM presidency and the Coordination Committee on matters related to the Agreement implementation.

11. Overall, the implementation of the Agreement has proceeded seamlessly to the satisfaction of all parties. It has been characterized by close collaboration between the GICHD and the ISU, notably facilitated by the holding of monthly meetings between the Directors of the two entities to enhance cooperation both regarding administrative issues and matters of substance. The arbitration of a third party in the form of the CCM Presidency has not been required since the entry into force of the Agreement.

12. The Agreement being judged to be beneficial by all parties and the GICHD having indicated to be ready to continue providing support to the CCM, no additional action or adjustment to the Hosting Agreement seem warranted at this stage.

13. The Agreement providing that it shall be reviewed every three years, the next such exercise will take place at the CCM Second Review Conference in 2020. If holding the next review of the Agreement at such an important stage in the convention seems fitful, States Parties may then want to consider whether to maintain the current periodicity of this measure beyond that point. Another option could be to move to a five-yearly review to coincide with the Review Conference when matters associated with the convention's architecture are usually addressed.
