

Convention on Cluster Munitions.

Intersessional meetings, April, 2012, Geneva

Norwegian statement on compliance

Thursday 19 April

Mr. Chair,

Compliance discussions in the context of the CCM should focus on the tasks laid down in the treaty such as stockpile destruction, clearance, victim assistance, international cooperation and assistance. All of these are key in reaching the goals of the Convention.

Compliance with the CCM, however, is of course also about observing the actual *prohibition* against use, transfer, development, etc., of cluster munitions.

Mr. Chair, I wish to make an observation.

During this intersessional meeting, we have noted that representatives from the arms industry appears to be trying to argue that the definition of a cluster munition, as laid down in Article 2 para 3 of the CCM, need not be taken literally.

One argument being forwarded is that one specific cluster munition is deemed to leave very few duds, and therefore, should not be considered a cluster munition. Many of the people in this room will remember that there were lengthy discussions leading up to the diplomatic conference in Dublin in 2008 on whether failure rates could be used as a criterion in the definition. This was, for a number of good reasons, rejected. The argument about perceived low failure rates is therefore irrelevant in the context of the definition of a cluster munition. Also, the manner in which the explosive submunitions are armed or dispersed is irrelevant in determining whether or not a weapon falls within the prohibition.

Mr. Chair,

The definition of a cluster munition in the CCM is very specific. There are several cumulative criteria that needs to be fulfilled for a weapon to be exempt from the prohibition. There is no *ambiguity* in this wording. From a legal point of view, there is no way to interpret Article 2 para 3 contrary to its own very explicit wording.

Mr. Chair,

We see this as a true compliance issue in the sense that if one accepts a narrower definition of a cluster munitions than what is specified in the CCM itself, one will in fact open for use, development, transfer etc. which would indeed constitute a violation of the Convention.

Thank you.