

Convention on Cluster Munitions

19 September 2025

Original: English

Thirteenth Meeting of States Parties**Geneva, 16-19 September 2025**

Item 10(k) of the provisional agenda

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

Review of the Agreement between the States Parties to the Convention on Cluster Munitions and the Geneva International Centre for Humanitarian Demining on the Hosting of the Implementation Support Unit for the Convention

Submitted by the President of the Thirteenth Meeting of States Parties*

I. Background

1. The agreement between the States Parties to the Convention on Cluster Munitions (CCM) and the Geneva International Centre for Humanitarian Demining (GICHD) on the Hosting of the CCM Implementation Support Unit (ISU) entered into force on 11 August 2014¹ and was endorsed by the Fifth Meeting of States Parties (MSP).²
2. The Host Agreement states that a review of the said agreement shall be undertaken every three years by an MSP or a Review Conference.³ With reviews having taken place in 2017 and 2020, respectively, the review anticipated by the Twelfth MSP in 2024⁴ was postponed to the Thirteenth MSP in September 2025.⁵
3. In the 2017 review, the Seventh MSP welcomed the effective implementation “to the satisfaction of all parties since its signature and had contributed to the effective functioning of the ISU” and decided that the agreement would be assessed again in three years.⁶
4. In 2020, the Second Review Conference stated that since the last review, the GICHD had effectively continued to provide support to the ISU as per the Host Agreement and further noted that in providing financial management “the GICHD internal control system has been applied to the expenditures of the ISU and the accounts have been audited yearly, and the 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 Host Agreement.”⁷

* The present document is being issued without formal editing.

¹ Document CCM/MSP/2014/INF/1, 31 July 2014.

² Document CCM/MSP/2014/6, paragraph 25.

³ Host Agreement, item 7, paragraph 1.

⁴ Due to a one-year initial postponement due to COVID.

⁵ CCM/MSP/2024/11, paragraph 77.

⁶ CCM/MSP/2017/12, paragraph 42.

⁷ CCM/CONF/2020/PM.1/WP.5, paragraph 19.

5. The review in 2020 further states that “support has been provided while safeguarding the need for the ISU to maintain its own corporate identity, including of its website and communication system. Regarding human resources, the selection of ISU personnel has remained a prerogative of the ISU Director. 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” and that “Overall, the GICHD has continued to provide support to the ISU and to a level commensurate with the provisions set forth in the Agreement. This support has amounted to approximately the following: 2016: CHF 95,000 – 2017: CHF 120,000 – 2018: CHF 107,000 – 2019: CHF 117,000” noting that “The implementation of the Agreement continued to proceed seamlessly to the satisfaction of the ISU, the GICHD and of the Convention as a whole. It has been characterized by close collaboration between all parties. 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.”

II. The 2025 CCM ISU Host Agreement Review

6. As part of the mandated review of the Host Agreement between the CCM ISU and the GICHD by the Twelfth MSP,⁸ the Thirteenth MSP President requested both parties, i.e., ISU and GICHD, to provide their insights on the implementation of the Agreement.

7. In their assessment, both parties recommended maintaining the Host Agreement in its current form as adopted by the Second MSP. They agreed on insights regarding the status of the Agreement’s implementation, including the challenges and recommendations on the way forward, in the attached joint submission of the ISU and the GICHD, which outlines respective observations, assessments, and recommendations for the review.

8. Following this review, the President proposes the following draft decisions with regard to the triannual review of the Host Agreement between the States Parties to the CCM and the GICHD, to be reflected in the final report of the Thirteenth MSP:

- 1) In the context of its consideration of the status and operation of the Convention, that the Agreement between the States Parties to the Convention on Cluster Munitions and the Geneva International Centre for Humanitarian Demining (GICHD) on the Hosting of the ISU shall be reviewed every three years, and recalling the decision of the Twelfth Meeting of States Parties to hold the review at the Thirteenth Meeting of States Parties,⁹ the Meeting expressed appreciation to the President and the Directors of the GICHD and the ISU for their work in implementing the review, and noted the overview of the review process, as contained in CCM/MSP/2025/__, submitted by the President.

⁸ CCM/MSP/2024/11, paragraph 79.

⁹ CCM/MSP/2024/11, paragraph 79.

Annex



Joint Submission by the Implementation Support Unit (ISU) of the Convention on Cluster Munitions (CCM) and the Geneva International Centre for Humanitarian Demining (GICHD) for the Review of the Hosting Agreement¹

Submitted to the President of the Thirteenth Meeting of States Parties to the CCM

This joint submission is provided in response to the letter dated 23 May 2025 from the President of the Thirteenth Meeting of States Parties (13MSP) to the Convention on Cluster Munitions, addresses separately to the ISU and the GICHD.

In line with the Presidency's request for inputs on the implementation of the 2014 Hosting Agreement, the ISU and the GICHD have prepared this consolidated document outlining respective observations, assessments and recommendations for the mandated review.

Background

The Fourth Meeting of States Parties (MSP) to the Convention on Cluster Munitions (CCM) mandated the 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 Implementation Support Unit (ISU) of the Convention.² The Agreement was concluded on 11 August 2014³ and endorsed by the Fifth MSP.⁴

The Agreement also formalized Switzerland's offer to provide in-kind contributions to the ISU through the GICHD, made at the Fourth MSP in 2013.⁵

As stated in paragraph 1 of the Agreement, while hosted by the GICHD, the ISU "is directly accountable to the States Parties", conducting its work – as defined in the related Directive of the

¹ Agreement between the States Parties to the Convention on Cluster Munitions and the Geneva International Centre for Humanitarian Demining on the Hosting of the Implementation Support Unit

² UN Document CCM/MSP/2013/6, paragraph 6. The establishment of the ISU was decided by the Second MSP (UN Document CCM/MSP/2011/5, paragraph 5), which also agreed on the Unit's mandate.

³ Agreement between the States Parties to the Convention on Cluster Munitions and the Geneva International Centre for Humanitarian Demining on the Hosting of the Implementation Support Unit for the Convention, UN Document CCM/MSP/2014/INF/1, 31 July 2014.

⁴ Final document of the Fifth Meeting of States Parties, UN Document CCM/MSP/2014/6, paragraph 25.

⁵ UN Document CCM/MSP/2013/6, paragraph 34.



Second MSP⁶ – “on the basis of the principles of independence, inclusiveness, transparency, accountability to the States Parties, efficiency and effectiveness”.

The Agreement is to be reviewed every three years by the MSP or the Review Conference.⁷

In 2017, the Seventh MSP welcomed that the Agreement “was effectively implemented to the satisfaction of all parties since its signature and had contributed to the effective functioning of the ISU.” The Meeting decided that the Agreement would be assessed again three years later.⁸

In 2020, the First Preparatory Meeting for the Second Review Conference of the CCM determined that, since the 2017 review, “The implementation of the Agreement continued to proceed seamlessly to the satisfaction of the ISU, the GICHD and of the Convention as a whole. It has been characterized by close collaboration between all parties.”⁹

The third review of the Agreement, foreseen for 2024, was postponed to the Thirteenth MSP scheduled for September 2025.¹⁰

In May 2025, as part of the review process, the 13MSP CCM President invited both the ISU and the GICHD to provide their insights on the implementation of the Agreement, particularly on steps taken to fulfil the agreement and possible challenges in its implementation.

The following sections present these insights as mutually elaborated by the ISU and the GICHD, structured around the paragraphs of the Agreement. Each subsection includes a brief summary of the relevant paragraphs, status of implementation so far, challenges in implementation (if applicable) and recommendations for the way forward.

ISU and GICHD’s views on implementation of the Hosting Agreement

Paragraph 1 provides the background to the Hosting Agreement, referencing the decisions that led to its conclusion; it outlines the Directive adopted by States Parties at their Second Meeting (Beirut 12-16 September 2011)¹¹ which establishes the principles of transparency, accountability to States Parties, efficiency, effectiveness and independence of the ISU and the role of the President in representing the States Parties for implementation matters.

Paragraph 2 lays out the types of services and support that the GICHD will provide to the ISU as part of “infrastructure, administrative and other support”, also establishing that the level of support

⁶ Directive from the States parties to the Convention on Cluster Munitions to the Implementation Support Unit, UN Document CCM/MSP/2011/WP.9.

⁷ Hosting Agreement, paragraph 7.

⁸ UN Document CCM/MSP/2017/12, paragraph 42.

⁹ UN Document CCM/CONF/2020/PM.1/WP.5, paragraph 22.

¹⁰ As decided by the Twelfth MSP; see UN Document CCM/MSP/2024/11, paragraph 77.

¹¹ UN Document CCM/MSP/2011/WP.9



will be consulted annually between the ISU and GICHD Directors and the CCM President. In addition, the paragraph provides that:

- Upon request, the GICHD shall support the Unit in the organization of informal meetings, the intersessional work programme and the administration of the sponsorship programme
- Decisions on recruitment and termination of employment of Unit Personnel will be made by the ISU Director in consultation with the President.
- The ISU Director and other Unit personnel will have work contracts with the GICHD.
- The staff-related internal rules and regulations of the Centre will apply to the ISU personnel. However, the GICHD Director and the CCM President may agree "on which of the staff-related internal rules and regulations shall not apply to the personnel of the Unit¹²."

Services and support

In the period 2020-2024, the GICHD provided logistical and administrative support to the ISU amounting to the following estimated total expenditures: CHF 110,000 (2020); CHF 108,000 (2021); CHF 115,000 (2022); 102,183 (2023); 111,000 (2024).

This administrative support from the GICHD to the ISU is exclusively funded by the Swiss contribution to the GICHD. Overall, the support provided by the GICHD has allowed the ISU to conduct its work according to the work plan, as approved by subsequent Meetings of States Parties. Yet, some areas for improvement remain.

Consultations to determine the level of support to be provided by the GICHD have, in practice, occurred on an ad hoc basis rather than through a structured annual consultation. This has at times limited predictability for both entities. While the ISU operates on a September – September cycle aligned with CCM MSP planning and reporting, the absence of an agreed annual planning mechanism has posed challenges in terms of synchronizing timelines, clarifying deliverables and ensuring early alignment on expectations. Greater regularity and clarity in this process would benefit both institutions.

The in-kind support provided by the GICHD has so far been calculated retrospectively, in conjunction with the annual audit of the GICHD managed accounts including the CCM Trust Fund and the Sponsorship Programme. While this reflects GICHD's internal financial processes, it has limited predictability and has constrained the ISU's ability to incorporate this support into forward planning. Going forward, the ISU and the GICHD will aim to improve coordination around anticipated levels of in-kind support, within the constraints of their respective planning and budgeting cycles.

The methodology used by the GICHD to calculate in-kind support has evolved over time, which has occasionally created uncertainty regarding the values reflected in annual reporting. Interpretations of which costs qualify as in-kind support, and how these are calculated and aggregated, have varied across reporting years, particularly with respect to services such as e-



mail hosting, internet domain subscriptions, audit fees, and webpage management. Going forward, greater clarity and consistency in the methodology would facilitate transparency and improve the ISU's ability to reflect this support accurately and transparently to States Parties.

Recommendation 1

The ISU Director, GICHD Director and other staff they will deem relevant will meet annually in September (and, if needed, also after the CCM MSP of that year) to agree in principle on the level of support necessary for the ISU to implement its work plan for the following year. All confirmed events and activities should be highlighted at this meeting, indicating the level and type of support the ISU will require in terms of conference organization, interpretation, sponsorship programme, travel organization services and publications. Decisions resulting from this annual meeting will be summarized in writing, with copies to be held by both the ISU and the GICHD.

At this meeting, the ISU and the GICHD should clarify in writing, the financial responsibility for certain services, such as internet domains, audit fees, and webpage management, taking into account past arrangements and support. On the same occasion, the ISU and the GICHD will discuss and, if necessary, prepare a proposal for consideration by the CCM States Parties regarding the management of any potential legal liabilities, including in cases of litigation, external investigations, or safeguarding concerns. Such a proposal shall take into account the ISU's lack of independent legal personality, the GICHD's role as host institution, and the need for clear arrangements on legal representation, financial responsibilities, and institutional protections. These discussions should also reflect, as appropriate, the legal obligations and responsibilities of the GICHD as the host institution under the Hosting Agreement and applicable Swiss law.

Recruitment and termination of Unit personnel; internal rules and regulations applicable to ISU personnel

Following consultations between the GICHD, the ISU Director and the CCM President, and based on the need to ensure compatibility with the Hosting Agreement and the Directive adopted by States Parties in 2011, to preserve institutional independence of the ISU while allowing the GICHD to fulfil its hosting functions under Swiss law and its own institution rules, an *Agreement on Exemptions from the GICHD Internal Rules and Regulations* was signed by the President and the GICHD Director on 6 August 2025 (see Annex 1).

The agreement addresses the following areas:

- Recruitment and termination of Unit personnel
- Performance appraisal system
- Safeguarding mechanisms
- Remuneration, allowances, insurance, relocation, and notification duties
- Applicability and future contracts
- Contractual limitations and amendments



Paragraph 3 concerns the application of the GICHD salary scale to ISU employees, including the ISU Director.

Decisions on the applicable GICHD salary scale, which are based on relevant experience, education and similar positions in the salary scale of GICHD, are proposed by GICHD human resources and determined by the ISU Director.

Paragraph 4 outlines the financial administration of the ISU, detailing rules concerning identifiability of the ISU accounts, authority for grant agreements and expenditures, application of GICHD's internal controls, and provisions for annual audits and reporting to the President.

The provisions of this paragraph have been implemented fully in the period under review, with annual reports on the GICHD's support to the ISU and auditor's reports on the CCM Trust Funds regularly submitted to the President.¹³ The Swiss bilateral contribution to the ISU, channelled via the GICHD, is treated as an in-kind contribution, reflected in services and support provided by the GICHD and audited as part of the GICHD's institutional accounts, rather than as part of the ISU's dedicated trust funds. In accordance with the Hosting Agreement, which provides that the Unit shall conduct its work on the basis of the principles of independence, inclusiveness, transparency, accountability to the States Parties, efficiency and effectiveness, both ISU trust funds remain under the oversight and approval of the States Parties to the Convention.

Paragraph 5 provides for the submission, by the Director of the GICHD and the Director of the ISU to the President, of an annual report on the implementation of the Agreement for the previous year, together with the audit reports of the ISU accounts.

Since the 2020 review, the joint reports foreseen under paragraph 5 of the Agreement have not been submitted.

Recommendation 2

It is recommended that the ISU and the GICHD fully align with the requirements of paragraph 5 of the Agreement by submitting an annual joint report to the President on its implementation, focusing on non-financial aspects, as distinct from the audited financial reports submitted in accordance with paragraph 4. This recommendation would start to be implemented from 2026, referring to the implementation of the Agreement in 2025.

Recommendation 3

The GICHD and the ISU recommend considering the annual reporting on the implementation of the agreement for 2025 to be covered through the current review of the Hosting Agreement.

Paragraph 6 states that the ISU and GICHD Directors will implement their responsibilities under the Agreement in a spirit of cooperation. It also establishes that any issues of clarification on

¹³ It appears that the 2020 review of the Hosting Agreement erroneously referenced paragraph 5 when stating that "the 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". UN Document CCM/CONF/2020/PM.1/WP.5, paragraph 19.



interpretation or implementation of the Agreement should be addressed through a consultation between the Director of the GICHD, the Director of the ISU and the President.

Recommendation 4

In line with the cooperative spirit of the Agreement and recognising the actions already undertaken to clarify its implementation, it is recommended that any future need for clarification or confirmation of mutual understanding continue to be addressed, as appropriate, through consultations among the ISU Director, the GICHD Director, and the President.

Paragraph 7 – This paragraph mandates a regular review of the Agreement every three years.

In accordance with Paragraph 7 of the Hosting Agreement, the ISU and the GICHD note that the Agreement is subject to review every three years. Both parties intend to make use of the annual internal assessments as part of this ongoing review process. Unless States Parties decide otherwise, we will continue to operate under the three-year review cycle as foreseen.

Concluding remarks

The ISU and the GICHD would like to express their sincere gratitude for the opportunity to present their views in the context of the upcoming review of the Hosting Agreement.

In the reporting period, the Hosting Agreement continued to be implemented to the satisfaction of the ISU, the GICHD and of the Convention as a whole.

The ISU and the GICHD reaffirm their full readiness to continue upholding this spirit of mutual cooperation in the ongoing implementation of the Hosting Agreement. The GICHD also expresses its continued readiness to host the ISU, in accordance with the principles and responsibilities established in the Agreement. The ISU and the GICHD are committed to implement the recommendations outlined in this document as a contribution to the review of the Hosting Agreement.

The ISU and the GICHD remain committed to supporting the Convention and its States Parties through transparent, effective, and collaborative implementation of their respective mandates.

The ISU and the GICHD have engaged in open and constructive dialogue, identifying areas where further clarity or mutual understanding could be achieved. As reflected in the recommendations proposed, both parties consider that the Hosting Agreement continues to serve its purpose effectively and see no need for amendments at this time. The ISU and the GICHD recommend maintaining the Hosting Agreement in its current form.