



13<sup>TH</sup> MEETING  
OF STATES PARTIES  
16–19 SEPTEMBER  
GENEVA 2025



**GICHD**

**Agreement on  
Exemptions from GICHD Internal Rules and Regulations  
between the President of the 13<sup>th</sup> Meeting of States Parties (MSP)  
to the Convention on Cluster Munitions (CCM)  
and the Geneva International Centre for Humanitarian Demining (GICHD)**

**Preamble**

Whereas this Exemption Agreement is concluded between the President of the 13<sup>th</sup> Meeting of States Parties (13MSP) to the Convention on Cluster Munitions (CCM), and the Director of the Geneva International Centre for Humanitarian Demining (GICHD), which hosts the CCM Implementation Support Unit (ISU), pursuant to a Hosting Agreement, dated 31 July 2014;

Whereas Article 2, paragraph 5 of the Hosting Agreement authorizes the President and the Director of the Centre to agree on specific exemptions from GICHD's staff-related internal rules and regulations as they apply to ISU personnel;

Whereas it is the intention of both parties to ensure the operational independence and appropriate decision-making authority of the CCM ISU while maintaining a sound legal and administrative framework under the Hosting Agreement;

Whereas the current practice is for GICHD to manage administrative aspects of recruitment and termination, while selection and decisions on termination are made by the Director of the CCM ISU, in consultation with the President of the MSP;

The following exemptions to GICHD's internal staff-related rules and regulations are hereby agreed upon:

**Article 1 – Recruitment and Termination**

1.1 The decision-making authority for the selection and termination of ISU staff shall remain with the Director of the CCM ISU in consultation with the President of the MSP.

1.2 The GICHD shall continue to be responsible for the administrative processing of recruitment and termination of CCM ISU staff.

1.3 This practice, as already in effect, is hereby formalized and shall be referenced in future arrangements concerning ISU staffing.

## **Article 2 – Performance Appraisal System**

2.1 The CCM ISU shall implement and maintain its own internal performance appraisal system, adapted to its operational needs and structure and in accordance with best practices.

2.2 The GICHD appraisal system shall not apply to CCM ISU personnel.

2.3 The CCM ISU performance appraisal system shall be documented and made available to the GICHD administration for reference.

## **Article 3 – Safeguarding Mechanisms**

3.1 The CCM ISU shall continue to fall under the scope of the GICHD safeguarding and accountability framework to ensure a robust and protective environment for staff.

3.2 If the CCM ISU maintains a complementary internal safeguarding and accountability mechanism, both frameworks shall be harmonized to ensure consistency in reporting, follow-up measures, and the application of any necessary sanctions.

3.3 The GICHD and the CCM ISU shall jointly review and ensure alignment of safeguarding procedures.

3.4 In the event that exceptional circumstances arise which entail financial or operational implications, the Presidency, the ISU Director and the GICHD Director shall consult with a view to determining appropriate operational measures and clarifying responsibilities including, where relevant, discussing any potential costs, while fully respecting applicable law, the Convention's governance framework, and the legal capacities and mandates of the respective parties. Any outcomes of such consultations that entail financial commitments beyond the ordinary budget shall remain subject to the approval of States Parties.

## **Article 4 – Remuneration, Allowances, Insurance, Relocation, and Notification Duties**

4.1 The provisions under GICHD's internal rules concerning school allowance (7.2.1) and relocation benefits (7.4) shall not apply to junior staff (less than 5 professional years' experience) of the CCM ISU and are understood to be applicable only to internationally recruited staff which, at the time of recruitment, are not registered residents in Switzerland or neighboring communes in France and, with regard to repatriation, do not return to Swiss residency within the next following 12 months.

4.2 The CCM ISU shall inform all newly recruited personnel of any applicable exemptions at the time of contract issuance.



13<sup>TH</sup> MEETING  
OF STATES PARTIES  
16–19 SEPTEMBER  
GENEVA 2025



**GICHD**

## **Article 5 – Applicability and Future Contracts**

5.1 This agreement shall apply primarily to new employment contracts issued following its entry into force.

5.2 Existing staff contracts shall remain valid under current terms unless amended by mutual consent and in accordance with applicable law.

5.3 The introduction of the performance appraisal system, as described in Article 2, can be applied without necessitating amendments to existing contracts.

## **Article 6 – Contractual Limitations and Amendments**

6.1 The parties shall jointly determine whether any formal amendments to GICHD or CCM ISU regulations are required to facilitate limited-term contract types.

6.2 Any limited-term contracts already issued or proposed by the Director of the CCM ISU shall be reviewed for consistency with GICHD administrative frameworks and Swiss legislation.

## **Article 7 – Entry into Force and Duration**

7.1 This agreement shall enter into force upon signature by both parties and shall remain valid until amended or terminated by mutual written consent.

Signed in Geneva, 06 August 2025

**For the President of the Meeting of States Parties to the Convention on Cluster Munitions**

H.E. Ambassador **CARLOS D. SORRETA**

Permanent Representative of the Republic of the Philippines to the United Nations Office and other International Organizations in Geneva

**For the Geneva International Centre for Humanitarian Demining**

H.E. Ambassador **TOBIAS PRIVITELLI**

Director