

# Convention on Cluster Munitions

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## Fifth Meeting of States Parties

San Jose, 2-5 September 2014

Item 10 of the provisional agenda\*

### Operation and status of the Convention

## **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**

### **Document submitted by the President of the Fourth Meeting of States Parties**

1. The Fourth Meeting of States Parties to the Convention on Cluster Munitions (Lusaka, 9-13 September 2013) mandated the President of the Fourth Meeting of States Parties to conclude an agreement between the States parties and the Geneva International Centre for Humanitarian Demining on the hosting of the Implementation Support Unit for the Convention (CCM/MSP/2013/6, para. 31). The tasks and responsibilities of the Unit are defined in the directive adopted by the States parties at their Second Meeting (Beirut, 12-16 September 2011) (CCM/MSP/2011/WP.9). The Unit is directly accountable to the States parties and shall conduct its work on the basis of the principles of independence, inclusiveness, transparency, accountability to the States parties, efficiency and effectiveness.

For the purpose of the present Agreement, the States parties shall be represented by the President of the Meeting of States Parties or of the Review Conference who, in consultation with the coordinators of the Coordination Committee and all the States parties, will be responsible for matters pertaining to the implementation of the present Agreement.

2. The Geneva International Centre, as host of the Implementation Support Unit, shall provide infrastructure, administrative and other support for the operations of the Unit, in particular human resources management, financial management including auditing, contract and document management, adequate office space and supplies, information and communications technology (up-to-date hardware and

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\* CCM/MSP/2014/1.



software, maintenance and telecommunication costs), travel services, publications and website management.

The level of support provided by the Geneva International Centre shall be consulted between the Director of the Implementation Support Unit, the Director of the Centre and the President of the Convention on an annual basis. The Unit shall use the logo of the Convention on Cluster Munitions and have a clear and independent identity related to publications, electronic communications, e-mail addresses and Internet domain. The existing web page shall be managed and updated by the Unit.

The Geneva International Centre shall, upon request, also support the Implementation Support Unit in the organization of informal meetings, the intersessional work programme and the administration of the sponsorship programme.

The Director of the Implementation Support Unit shall consult with the President on employment matters and shall decide in a transparent and inclusive manner on recruitment and termination of employment of Unit personnel. The Director of the Unit shall ensure the high level of expertise and professionalism of the Unit, taking into account gender and diversity.

The Director of the Implementation Support Unit as well as the other Unit personnel will have work contracts with the Geneva International Centre. The staff-related internal rules and regulations of the Centre shall apply to the personnel of the Unit. The Director of the Centre and the President may agree on which of the staff-related internal rules and regulations shall not apply to the personnel of the Unit. In case of disagreement, the President, in consultation with the coordinators of the Coordination Committee, will make the final decision.

3. The salary scale of the Geneva International Centre shall apply to the staff of the Implementation Support Unit. The Director of the Unit shall in this regard be awarded the salary level of Assistant Director, while the other staff of the Unit shall be awarded salary levels according to relevant experience, education and similar positions in the salary scale of the Geneva International Centre.

4. The finances of the Implementation Support Unit shall be administered by the Geneva International Centre, which shall ensure that the Unit's funds are clearly identifiable.

All financial contributions intended for the Implementation Support Unit shall be transferred to a separate "Trust Fund ISU-CCM" bank account. Contributions to the sponsorship programme of the Convention on Cluster Munitions will be transferred to a separate "Trust Fund CCM Sponsorship Programme" bank account. The Director of the Implementation Support Unit has the authority to sign grant agreements (contributions) for the two trust funds and to authorize expenditures from the two trust funds. In his/her absence, he/she may delegate the authority to the person acting as Director of the Unit.

The internal control system of the Geneva International Centre is applicable for all expenditures of the Implementation Support Unit. The Centre shall notify the President of any financial irregularities without delay.

The "Trust Fund ISU-CCM" and the "Trust Fund CCM Sponsorship Programme" shall be audited by an independent auditing company on an annual

basis upon request by the Geneva International Centre. Audited annual financial reports for the previous year shall be submitted by the Director of the Centre to the President annually by May.

5. A report on the implementation of the present Agreement for the previous year shall be submitted by the Director of the Geneva International Centre and the Director of the Implementation Support Unit to the President annually by May, together with the audit reports.

The President shall, at the earliest possible time, make the report, together with the audit reports, available, with his/her recommendations if appropriate, to the coordinators of the Coordination Committee and all the States parties.

6. The Director of the Geneva International Centre and the Director of the Implementation Support Unit shall implement their responsibilities under the present Agreement in a spirit of cooperation. Whenever clarification on interpretation or implementation of the present Agreement is required, a consultation between the Director of the Centre, the Director of the Unit and the President shall take place. The President, in consultation with the coordinators of the Coordination Committee, may express his/her position on matters pertaining to the clarification or interpretation of the Agreement to the Director of the Unit and the Director of the Centre, and may decide to bring the matter to the attention of the Meeting of States Parties or of the Review Conference for decision.

7. The present Agreement shall be reviewed by the Meeting of States Parties or the Review Conference of the States Parties every three years.

The present Agreement may be changed or amended at any time in writing by mutual consent.

The present Agreement shall enter into force upon signature by both parties.

The present Agreement may be terminated by either party effective as of the first day of a Meeting of State Parties or a Review Conference, upon giving six months' written notice.

Signed on \_\_\_\_\_ 2014 in Geneva, in duplicate, in English, French and Spanish, each text being equally authentic. In case of differences in interpretation, the English version will prevail.

ON BEHALF OF THE STATES PARTIES  
TO THE CONVENTION ON  
CLUSTER MUNITIONS

ON BEHALF OF THE GENEVA  
INTERNATIONAL CENTRE FOR  
HUMANITARIAN DEMINING

President of the Fourth Meeting of  
States Parties

Director

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