



**GICHD | CIDHG**



AGREEMENT BETWEEN  
THE STATES PARTIES TO THE CONVENTION ON THE PROHIBITION OF THE USE,  
STOCKPILING, PRODUCTION AND TRANSFER OF ANTI- PERSONNEL MINES AND  
ON THEIR DESTRUCTION

AND

THE GENEVA INTERNATIONAL CENTRE FOR HUMANITARIAN DEMINING  
(GICHD)

ON IMPLEMENTATION SUPPORT FOR THE CONVENTION

1. The Agreement between the States Parties to the Convention on the Prohibition of Anti-Personnel Mines (APMBC) and the Geneva International Centre for Humanitarian Demining (GICHD), dated 7 November 2001, on implementation support for the Convention, is hereby amended subject to its provision 18 in which it is stated "This Agreement may be changed or amended at any time on mutual consent", as follows:
2. For the purpose of this Agreement, the States Parties shall be represented by the President of the Meeting of the States Parties or of the Review Conference (hereafter "the President") who, in consultation with the Co-Chairs of the Standing Committees and all the States Parties, will be responsible for matters pertaining to the implementation of this Agreement.
3. Infrastructure, administrative and other support for the operations of the Implementation Support Unit of the Convention (hereafter "ISU") shall be provided by the GICHD, in consultation with the ISU. Taking into account the work plan of the ISU and its budget, the level of support shall be consulted between the Director of the ISU, the Director of the GICHD, and the President.

The GICHD shall support the ISU in the organisation of the intersessional work programme and the administration of the sponsorship programme. The level of the GICHD support shall be consulted between the Director of the ISU, the Director of the GICHD, and the President.

The GICHD shall be available to support the ISU, the President and the Co-Chairs of the Standing Committees as well as other APMBC implementation mechanisms with independent advice on all matters of GICHD expertise.

4. The ISU shall be directly responsible to the States Parties for supporting the ongoing and evolving implementation of the Convention as specified in the Directive decided by the States Parties in Annex 1 to this Agreement. The Directive may be reviewed and amended by States Parties in accordance with existing frameworks at Review Conferences of the Convention and shall constitute an Annex to this Agreement notwithstanding such amendments.
5. The President, in consultation with the Co-Chairs of the Standing Committees and taking into account the views of all States Parties, shall act in a transparent manner when deciding on matters pertaining to recruitment and employment of the Director of the ISU.

The Director of the ISU shall consult with the President on employment matters and shall decide in a transparent and inclusive manner on recruitment and termination of employment of ISU personnel. The Director of the ISU shall ensure the high level of expertise and professionalism of the ISU, while paying due regard to the importance of recruiting ISU personnel on as wide a geographical basis as possible.

The President shall invite the Director of the GICHD to implement the decisions on recruitment of the Director of the ISU and the ISU personnel.

The Director of the ISU as well as the other ISU personnel will have GICHD work contracts. The staff related GICHD Internal Rules and Regulations (IRR) shall apply to the ISU personnel. The Director of the GICHD and the Director of the ISU may agree on which of the staff related IRR shall not apply to the ISU personnel and inform the President in writing. In case of disagreement, the President, in consultation with the Co-Chairs of the Standing Committees, will make the final decision.

6. The finances of the ISU shall be administered by the GICHD, which shall ensure that the ISU funds are clearly identifiable.

All financial contributions intended for the ISU shall be transferred to a separate "Trust Fund ISU APMBC" bank account. Contributions to the sponsorship programme will be transferred to a separate "Trust Fund APMBC Sponsorship Programme" bank account. The Director of the ISU has the authority to sign grant agreements (contributions) for the two Trust Funds and to authorize expenditures of the two Trust Funds. In his/her absence, he/she may delegate the authority to the person acting as Director of the ISU.

The GICHD internal control system is applicable for all expenditures of the ISU. The GICHD shall notify the President and the Co-Chairs of the Standing Committees of any financial irregularities without delay.

The "Trust Fund ISU APMBC" and the "Trust Fund APMBC Sponsorship Programme" shall be audited by an independent auditing company on an annual basis upon request by the GICHD. Audited annual financial reports for the previous year shall be submitted by the Director of the GICHD to the President annually by May.

The President shall, at the earliest possible time make, the report available, with his/her recommendations if appropriate, to the Co-Chairs of the Standing Committees



and to the States Parties. The Director of the GICHD may be invited by the President to present the report at the following Meeting of the States Parties or Review Conference.

7. A report on the implementation of this Agreement for the previous year shall be submitted by the Director of the GICHD to the President annually by May. The Director of the GICHD may be invited by the President to make an oral report at Meetings of the States Parties, Review Conferences, the intersessional meetings or on other occasions.

In order to ensure effective and close communication and coordination, the GICHD is invited to attend the meetings of the Coordinating Committee.

8. The Director of the GICHD and the Director of the ISU shall implement their responsibilities under this Agreement in a spirit of co-operation. Whenever clarification on interpretation or implementation of this Agreement is required, a consultation by the Director of the GICHD, the Director of the ISU and the President shall take place. The President, in consultation with the Co-Chairs of the Standing Committees, may express his/her position on matters pertaining to the clarification or interpretation of the Agreement to the Director of the ISU and the Director of the GICHD and may decide to bring the matter to the attention of the Meeting of the States Parties or of the Review Conference for decision.
9. This Agreement may be changed or amended at any time in writing by mutual consent.
10. This Agreement shall enter into force upon signature by both parties. The Agreement may be terminated by either party effective as of the first day of a Meeting of State Parties upon giving six months written notice.
11. Signed in Arabic, English, French, Spanish and Russian languages, on two copies per language, each text being equally authentic. In case of differences in interpretation, the English version will take precedence.

ON BEHALF OF THE STATES PARTIES  
TO THE CONVENTION  
The President of the 10<sup>th</sup> Meeting of  
the States Parties



Gazmend TURDIU  
Ambassador

Date: 6.09.2011

ON BEHALF OF THE GENEVA  
INTERNATIONAL CENTRE  
FOR HUMANITARIAN  
DEMINING  
The Director



Stephan HUSX  
Ambassador

Date: 6/9/2011

## ANNEX 1

### **DIRECTIVE BY THE STATES PARTIES TO THE IMPLEMENTATION SUPPORT UNIT:**

#### MANDATE OF THE ISU

The ISU shall, in support of the States Parties:

1. Prepare, support and carry out follow-up activities from formal and informal meetings under the Convention including Meetings of the States Parties, Review Conferences, Amendment Conferences, inter-sessional meetings, Standing Committees, the Co-ordinating Committee and the Article 5 Extension Request Analysing Group.
2. Provide substantive and other support to the President, President-Designate Co-Chairs and Co-Rapporteurs in their work related to all such meetings.
3. Provide advice and support to States Parties on all aspects of the implementation and universalization, including on the Sponsorship Program, of the Convention.
4. Facilitate communication among the States Parties, and promote communication and information regarding the Convention towards States not Party and the public.
5. Keep records of formal and informal meetings under the Convention, and communicate, as appropriate, the decisions and priorities resulting from such meetings to States Parties and other stakeholders.
6. Liaise, and coordinate as appropriate, with relevant international organisations that participate in the work of the Convention, including the ICBL, the ICRC, the UN and the GICHD.
7. Propose and present a work plan and a budget for the activities of the ISU for the following year to the Co-ordinating Committee for endorsement and subsequently to each Meeting of the States Parties or Review Conferences for approval.
8. Report in written form as well as orally on the activities, functioning *and* finances of the ISU to each Meeting of the States Parties or Review Conference, and to informal meetings under the Convention as appropriate.

#### FINANCES OF THE ISU

1. The financing of the ISU shall be subject to decisions by Meetings of the States Parties and Review Conferences. The States Parties endeavour to assure the necessary financial resources. The ISU will assist in this effort.
2. An audited Annual Financial Report (cf. Agreement GICHD - States Parties para. 6) for the previous year and a preliminary Annual Financial Report for the present year shall be submitted by the ISU to the Co-ordinating Committee and subsequently to each Meeting of the States Parties or Review Conferences for approval.
3. The Financial reports shall be published on the Convention's web site after having been approved by the Meetings of the States Parties.