

## **IMPLEMENTATION SUPPORT UNIT**

### **AGREEMENT BETWEEN THE STATES PARTIES AND THE GICHD**

#### **REPORT BY THE 10MSP PRESIDENT**

#### **MEETING OF THE STANDING COMMITTEE ON THE GENERAL STATUS AND OPERATION OF THE CONVENTION 20 JUNE 2011**

Following the mandate given to me by the 10MSP to negotiate an amended agreement between the States Parties of the APMBC and the GICHD on implementation support of the convention, ensuring that the ISU is directly responsible to the States Parties, on the 16<sup>th</sup> of February this year I sent to the Director of the GICHD an initial version of the draft amended agreement. The text was based upon the following:

- The ISU continues to be hosted by the GICHD
- The 10MSP approved a new Directive from the States Parties to the ISU, defining its tasks and responsibilities.
- Each Meeting of the States Parties or Review Conferences will approve the annual work plan and the budget of the ISU.
- The ISU will be identified by a distinct profile that emphasizes its role as supporting entity for the Convention, including identifiable bank account, identifiable logo, email-addresses and similar features.
- The ISU Director will be directly responsible to the States Parties.
- The high professional competence of the ISU and its independence from governments will be preserved.

The consultations between the President of the 10MSP and the Director of the GICHD lasted until the 27<sup>th</sup> of April 2011. The final draft was sent to the States Parties on the 10<sup>th</sup> of May 2011. Six days later I made a discussion paper available to all States Parties with:

- An analysis of the present situation and the features of the present agreement of the States Parties with the GICHD. With the present agreement, the ISU is established in support to the States Parties of the APMBC, as part of the GICHD, and the Director of the ISU is responsible to the Director of the GICHD. The ISU personnel, including its Director, are recruited by the Director of the GICHD, who is accountable and reports annually to the States Parties for the work of the ISU.
- An analysis of the proposed draft amended agreement and its main features. It ensures the continuity of the GICHD support to the implementation of the Convention (including the Swiss in-kind contribution) in the new situation that the ISU continues to be hosted within the GICHD, but it becomes directly responsible to the States Parties.
- Conclusions from the comparison between the present agreement and the proposed draft amended agreement, in the light of the mandate given to me by the 10MSP
- In the "Recommendation and way forward" I expressed my aim to submit the draft amended agreement to all States Parties at this meeting of the Standing Committees.

Following point #2 of the President's Statement on the Endorsement of the ISU Task Force Report (Annex IX to the Final Report of the 10MSP), on the 19<sup>th</sup> of May I called an informal meeting to discuss the draft amended agreement and seek support to present it to the intersessional meeting for approval.

The meeting was attended by the representatives of almost 40 States Parties.

In general, the States Parties expressed support to the proposed draft amended agreement.

Many of them considered the proposed draft as in compliance with the decisions taken at the 10<sup>th</sup> Meeting of the State Parties and the mandate given to the President of the 10MSP.

Two States Parties asked for finalising the new financing scheme of the ISU, before negotiating the amended agreement with the GICHD. I reminded the meeting that while the identification of the most appropriate financing scheme



for the ISU and the negotiation of the amended agreement with the GICHD are two parallel and interlinked processes, it was decided to proceed in this way in respect of certain sensitivities from States Parties that wanted clarity regarding the institutional framework and arrangements for the ISU, before dealing with the financing scheme. One State Party expressed concerns regarding the proposed draft amended agreement and asked for changes that would include:

- The transformation of the ISU into an independent body with an international status
- The Director and the staff of the ISU to be appointed by the States Parties, on the basis of an equal geographic distribution among the State Parties of the Convention.
- The APMBC ISU personnel must be excluded from the Swiss national and cantonal tax obligations.
- The GICHD Director must not be involved with the recruitment of the Director of the ISU and its personnel
- The GICHD-IRR must not have any effect on the ISU personnel.

Most of the participants that took the floor expressed themselves against such fundamental changes. One States Party in particular said that fundamental changes would have a serious repercussion on the in-kind contributions that the ISU receives through the GICHD. If the ISU is to become an international secretariat, it will not be eligible any anymore to these contributions. In addition, the GICHD Director should be consulted on the appointment of the ISU Director and staff because he remains legally responsible for the ISU activities. The same representative brought to the attention of the participants that there are certain rights and privileges granted to the ISU staff through IRR-GICHD, like social insurance, pension fund, etc.

Many State Parties pointed out that so far the ISU has become the most appropriate and successful mechanism for the implementation of the Convention. They were in favour of continuation of the hosting of the ISU within the GICHD.

Some States Parties considered that the proposed draft amended agreement would be acceptable to them, but with certain modifications.

At the end of the meeting, I invited the participants to submit written proposals. I take this opportunity to express my appreciation to all those that took active part in the informal discussion, in particular those States Parties that submitted such written contributions. One State Party, supported by

another one, has sent me a revised version of the draft amended agreement, which I stand ready to discuss with them.

Following the input from the informal meeting and the written contributions I received, on the 14<sup>th</sup> of June I held bilateral meetings with a number of representatives from the States Parties.

In conclusion:

- There is broad support for the work done and the proposed draft amended agreement
- The input from the informal meeting, the written contributions received and the results of the bilateral consultations, indicate that the proposed draft amended agreement:
  - o for some States Parties is acceptable as it stands at this point of time
  - o for some other States Parties would be acceptable with certain amendments that it is possible to accommodate, while
  - o there are proposals that I need to further consult with the interested States Parties. I am confident that we will be able to find a solution.

Considering the above, it is in the interest of all of us to further consult.

I wish to make the best use possible of our gathering here to continue intensive bilateral consultations on the draft amended agreement, but it is of paramount importance that we all have a good understanding of the provisions and features of the proposal, and of their compliance with the mandate given to me as President at the 10MSP.

The draft amended agreement, as it stands, represents a huge leap forward as compared with the present situation:

1. The ISU becomes directly responsible to the States Parties.
2. The strategic decisions on the implementation support of the Convention, as well as on the tasks and responsibilities of the ISU, namely "The Directive", "The Work Plan" and "The Budget" of the ISU,



are taken annually by the States Parties at the Meetings of the States Parties, or at Review Conferences.

3. With the present agreement, the States Parties had decided to delegate a number of competences and responsibilities to the Director of the GICHD.

With the proposal on your table, those competences and responsibilities are not any more on the Director of the GICHD, but they are delegated either to the Director of the ISU, or to the President of the MSP in consultation with the Co-Chairs of the Standing Committees.

Thus, comparing with the present situation, no competence, decision-making power or responsibility of the States Parties goes to the President of the MSP or the Director of the ISU.

4. The GICHD continues to provide infrastructure, administrative and other support for the operation of the ISU.
5. The GICHD continues to provide support for the organizational aspects of the intersessional work program and the administration of the sponsorship program.
6. The GICHD remains available to support the implementation of the APMBC with independent advice on all matters of its expertise.

While the staff of the Albanian delegation is working to arrange bilateral meetings for the entire duration of this week, I take this opportunity to invite all interested parties to such consultations to make contact with them in order to arrange our bilateral, or small group meetings.

While keeping open the option for calling another informal meeting during this week, I will continue my work to properly adjust the text of the draft amended agreement and I will call the second informal meeting at the most appropriate timing.

Thank you