

H.E. Boudjemâa Delmi
Permanent Representative of Algeria to the United Nations
President of the Thirteenth Meeting of the States Parties to
the Anti-Personnel Mine Ban Convention
Geneva
Switzerland

Geneva, 16 June 2014

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

Mr President,

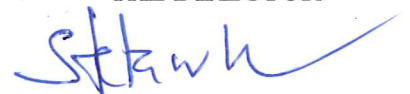
It is my pleasure to provide you with the report on the implementation of the Agreement between the States Parties to the APMBC and the GICHD for the year 2013, according to its paragraph 7, as well as the 2013 audited financial reports for the Trust Fund ISU-APMBC and the Trust Fund APMBC Sponsorship Programme, as stipulated in paragraph 6 of the Agreement, for transmission to the Co-Chairs of the Standing Committees and to the State Parties.

The GICHD is pleased to continue its role in hosting and supporting the Implementation Support Unit, the intersessional meetings of the Standing Committees and the sponsorship programme, and to contribute this way – together with GICHD expertise and technical assistance extended to mine-affected countries – to the success of this important treaty.

I take this opportunity to thank you, Mr President, for the fruitful and trustworthy cooperation. I am at your disposal for any further question or inquiry you, Co-Chairs of the Standing Committees or the State Parties may have.

Yours sincerely,

THE DIRECTOR



Stefano Toscano
Ambassador

Copy: Kerry Brinkert, ISU Director

Annexes:

- Report on the implementation of the Agreement between the States Parties and the GICHD
- Audit report 2013: Trust Fund ISU-APMBC
- Audit report 2013: Trust Fund APMBC Sponsorship Programme
- Agreement between the States Parties and the Geneva International Centre for Humanitarian Demining (GICHD) on implementation support for the Convention

REPORT ON THE IMPLEMENTATION OF THE 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, FOR THE YEAR 2013

1. Infrastructure, administrative and other support

In 2013, the GICHD provided general administrative support to the ISU-APMBC, Human Resources management (including insurances), financial management (in particular for the trust funds ISU-APMBC and APMBC Sponsorship Programme), contract and document management (SharePoint), office rent and supplies, ICT (hardware, software, maintenance and telecommunication costs), travel services, publications and website management. The expenditures/costs of this administrative and logistical support have been tracked and amount to approximately CHF 409,000.

The GICHD also supported the ISU-APMBC in the organisation of the intersessional work programme and the administration of the sponsorship programme. The expenditures/costs of hosting the intersessional meetings of the APMBC Standing Committees at the GICHD, including conference management, conference room rental and interpretation (Arabic, English, French, Russian, Spanish), amount to approximately CHF 112,000 for 2013. The expenditures/costs of administering the APMBC Sponsorship Programme, including travel and accommodation services as well as reporting and auditing amount to approximately CHF 25,000. In 2013, the programme sponsored 49 participants to attend the Meetings of the Standing Committees from 27 to 31 May 2013 and the Thirteen Meeting of the States Parties (13MSP) from 2 to 6 December 2013 with a total expenditure of CHF 155,000 covered by the Trust Fund APMBC Sponsorship Programmes.

In total, the GICHD's implementation support for the APMBC in 2013 amounts to approximately CHF 546,000 which was charged to the Swiss core contribution 2013 to the GICHD.

2. ISU-APMBC staff

During 2013, the following ISU-APMBC staff members were under GICHD contract (salaries were paid from the Trust Fund ISU-APMBC):

- Mr Kerry Brinkert, Director ISU-APMBC, 100%.
- Ms Sophie Delfolie, Mine Action Implementation Specialist, 60%.
- Mr Juan Carlos Ruan, Implementation Support Specialist, 100%.
- Ms Paramdeep Mtharu, Implementation Support Officer, 100%.
- Mr William McDermott, EU Union Council Decision Project Manager, 100% (from February 2013).
- Ms Véronique Movilla-Pau, Administrative Assistant, 50%.
- Ms Laila Rodriguez, Communication Coordinator, 40%.
- Ms Maisam Alahmed, Junior Programme Officer, 100% from 01 July to 31 December 2013.
- Ms Zoe Blicksilver, unpaid Intern, 50% from 18 February 2013 to 31 May 2013.
- Ms Michèle Cantos, unpaid Intern, 100%, from 21 May 2013 to 26 July 2013.
- Ms Sarah Rende, unpaid Intern, 50%, from 16 September 2013 to 13 December 2013.

3. Trust Funds ISU-APMBC and APMBC Sponsorship Programme

In 2013, the GICHD administered the ISU-APMBC funds according to the agreement on GICHD's implementation support for the APMBC.

Contributions intended for the ISU-APMBC were credited to the 'Trust Fund ISU-APMBC' bank account. Contributions to the sponsorship programme were credited to the 'Trust Fund APMBC Sponsorship Programme' bank account. The GICHD internal control system was applied for all expenditures of the two trust funds; no financial irregularities were noticed. The Trust Fund ISU-APMBC and the Trust Fund APMBC Sponsorship Programme were audited by Deloitte SA.

Trust Fund ISU APMBC
Geneva International Centre
For Humanitarian
Demining, Geneva

Expenditures and Revenues Statement of the
Trust Fund ISU APMBC
for the year ended 31 December 2013
and Report of the Auditor

Report of the auditor on the expenditures and revenues statement of the Trust Fund for Implementation Support Unit of the Anti-personnel Mine Ban Convention

To the Director of
Geneva International Centre for Humanitarian Demining "GICHD", Geneva

In accordance with the terms of our engagement we have audited the accompanying Expenditures and Revenues Statement ("the financial report") of the Trust Fund for Implementation Support Unit of the Anti-personnel Mine Ban Convention ("TF ISU APMBC") for the year ended 31 December 2013.

GICHD Management's Responsibility

The GICHD Management is responsible for the preparation of this financial report in accordance with the requirements of Swiss law. This responsibility includes designing, implementing and maintaining an internal control system relevant to the preparation of the financial report that is free from material misstatement, whether due to fraud or error. The GICHD Management is further responsible for selecting and applying appropriate accounting policies and making accounting estimates that are reasonable in the circumstances.

Auditor's Responsibility

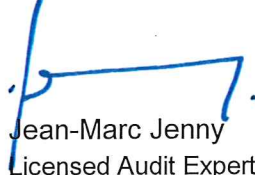
Our responsibility is to express an opinion on this financial report based on our audit. We conducted our audit in accordance with Swiss law and Swiss Auditing Standards. Those standards require that we plan and perform the audit to obtain reasonable assurance whether the financial report is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial report. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial report, whether due to fraud or error. In making those risk assessments, the auditor considers the internal control system relevant to the entity's preparation of the financial report in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control system. An audit also includes evaluating the appropriateness of the accounting policies used and the reasonableness of accounting estimates made, as well as evaluating the overall presentation of the financial report. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial report for the year ended 31 December 2013 complies with Swiss law.

Deloitte SA



Jean-Marc Jenny
Licensed Audit Expert
Auditor in Charge



Michèle Cottet-Gaydon
Licensed Audit Expert

Geneva, 16 May 2014

JMJ/MCG/ahe

Enclosure: Financial report: Expenditures and revenues statement of the Trust Fund ISU APMBC

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***Trust Fund APMBC
Sponsorship Programme
Geneva International Centre
For Humanitarian
Demining, Geneva***

*Expenditures and Revenues Statement of the
Trust Fund APMBC Sponsorship Programme
for the year ended 31 December 2013
and Report of the Auditor*

Report of the auditor on the expenditures and revenues statement of the Trust Fund APMBC Sponsorship Programme

To the Director of
Geneva International Centre for Humanitarian Demining "GICHD", Geneva

In accordance with the terms of our engagement we have audited the accompanying Expenditures and Revenues Statement ("the financial report") of the Trust Fund APMBC Sponsorship Programme ("TF APMBC SP") for the year ended 31 December 2013.

GICHD Management's Responsibility

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Deloitte SA



Jean-Marc Jenny
Licensed Audit Expert
Auditor in Charge



Michèle Cottet-Gaydon
Licensed Audit Expert

Geneva, 19 May 2014
JMJ/MCG/ahe

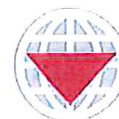
Enclosures : Financial report: Expenditures and revenues statement of the Trust Fund APMBC
Sponsorship Programme

GENEVA INTERNATIONAL CENTRE FOR HUMANITARIAN DEMINING
Expenditures and Revenues Statement (CHF) of the TF APMBC SP

		Account 2013		Account 2012	
EXPENDITURES		154'513			
Expenditures	Travel		66'895		136'936
	Accommodation		55'830		108'292
	Per diems		31'707		61'231
	Miscellaneous		80		1'006
REVENUES			178'730		
Contributions	Australia		24'792		36'089
	Denmark		48'925		31'979
	Germany		36'218		-
	Netherlands		23'981		-
	Italy		-		5'959
	Norway		26'600		71'633
	Switzerland		15'000		-
	Total contributions			175'516	145'660
Misc. Income			19		146
Activities / contributions deferred from previous year			3'196		164'856
		154'513	178'730	307'466	310'662
Balance					
Revenues			178'730		310'662
/. Expenditures			154'513		307'466
Activities / contributions deferred to next year			24'218		3'196



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 10th 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 HUSY
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.