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执行蒙特利尔议定书
多边基金执行委员会
第七十六次会议
2016年5月9日至13日，蒙特利尔

氟氯烃淘汰管理计划第二阶段协定草案模板（第 75/66 号决定）

背景

1. 执行委员会第五十九次会议审议了制订氟氯烃淘汰管理计划第一阶段协定草案的模板¹。秘书处根据用于制订国家逐步淘汰计划和最终淘汰管理计划协定（主要用于淘汰氟氯化碳）的模板制作了这个模板。用于制订第一阶段协定草案的模板在第五十九次、第六十次和第六十一次会议上进行了讨论，并在第六十一次会议得到通过（第 61/46 号决定）。自那时以来，这个模板一直被用来作为所有核准的氟氯烃淘汰管理计划第一阶段的基础。
2. 执行委员会第七十三次会议审议了用于制订氟氯烃淘汰管理计划第二阶段协定草案的模板²。经讨论后，执行委员会要求各双边和执行机构将墨西哥提交的氟氯烃淘汰管理计划第二阶段协定作为制订氟氯烃淘汰管理计划第二阶段的模板，并注意到关于氟氯烃淘汰管理计划第二阶段有关淘汰消费行业氟氯烃的供资标准以及在发放下一次付款前必须达到 20% 发放阈值的讨论并未结束。执行委员会要求秘书处在这些讨论一旦结束后，进一步审查这个模板（第 73/33 号决定）。
3. 执行委员会第七十五次会议审议了用于制订氟氯烃淘汰管理计划第二阶段协定草案的模板³，它的基础是第七十三次会议核准的氟氯烃淘汰管理计划第二阶段协定草案的模板（第 73/33 号决定）。这个模板包括了编辑上的改进和两处实质性修改，即新添了第 5(e)款，以便加快第一阶段的活动完成后的财务结算，以及附件 7-A 新添了案文，将处罚条款用于特定的供资付款申请，而不用于氟氯烃淘汰管理计划的整个阶段。

¹ 在项目审查期间确定概述的问题的情况下提出（UNEP/OzL.Pro/ExCom/59/11）。

² 在项目审查期间确定概述的问题的情况下提出（UNEP/OzL.Pro/ExCom/73/24）。用于制订氟氯烃淘汰管理计划第二阶段协定草案的模板载于墨西哥提出的项目提案（UNEP/OzL.Pro/ExCom/73/43）。

³ UNEP/OzL.Pro/ExCom/75/76。

4. 在讨论期间，若干成员要求说明对以前的模板作出改变以及作出这种改变的理由，同时有其他成员提出提案，对考虑在若干第一阶段协定已经使用的替代案文增加标准条款，或考虑在模板第 8 款的非实物技术。经讨论后，执行委员会要求秘书处根据第七十五次会议进行的讨论和执行委员会成员在 2015 年 12 月 31 日以前提交的意见，向第七十六次会议再次提交制订氟氯烃淘汰管理计划第二阶段协定的模板草案，其中包括协定草案的具体案文用语来源（第 75/66 号决定）。

基金秘书处采取的行动

5. 秘书处根据第 75/66 号决定更新了用于制订氟氯烃淘汰管理计划第二阶段协定草案的订正模板，其中列入了案文用语来源和提出相关段落及作出编辑改变的理由。这个模板在于本文件附件一。秘书处还请执行委员会成员对协定模板草案的第 5(e)款新增案文和附录 7-A 提出意见或其他建议。模板中的所有其他案文都已在第五十九次、第六十次、第六十一次和第七十三次会议进行彻底讨论，并分别在第六十一次和第七十三次会议达成协议。

执行委员会成员提出的意见

6. 执行委员会 4 名成员对用于制订氟氯烃淘汰管理计划第二阶段协定草案的订正模板提出了意见，这些意见都按提交的原文附于本文件附件二。

在机构间协调会议（IACM）进行的讨论

7. 2016 年 3 月 1 日至 2 日在蒙特利尔举行的机构间协调会议对用于制订氟氯烃淘汰管理计划第二阶段协定草案的模板进行了讨论。这些讨论主要集中于模板第 5(e)款的案文，涉及提交完成前一阶段任务后核准付款的前提以及将未使用的结余退还基金以及向执行委员会提交项目完成报告的规定。秘书处强调，需要有一个机制确保氟氯烃淘汰管理计划的一个完成阶段已经结束，但同时认识到，这个机制不应影响到下一阶段的执行。

8. 经进一步讨论后，大家认定，氟氯烃淘汰管理计划的一个阶段的运行和财务完成日期应在最后一次付款的核准之时作出决定。这就不需要在协定中增加具体案文，并能逐案加以处理。关于第二阶段协定的模板，协定第 14 款（完成该阶段的日期）的案文不需加以修订，并且第 5(e)款也不需加以列入。

本文件的范围

9. 为了方便执行委员会进行讨论，本文件列有提出意见的协定的实际案文；执行委员会成员提出的意见；和秘书处的意见和建议。执行委员会成员提出的意见分为以下三部分：

第一部分： 对秘书处在第七十五次会议就模板草案提出的实质性新案文表示的意见

第二部分： 对执行委员会第六十一次和/或第七十三次会议商定的模板草案各项条款表示的意见

第三部分： 执行委员会成员对没有提及特定段落和少数编辑改动表示的其他意见。

秘书处对执行委员会成员的回应的意见

第一部分： 对秘书处在第七十五次会议就模板草案提出的实质性新案文表示的意见

新的第 5 (e) 款. *关于氟氯烃淘汰管理计划前一阶段完成日期之后的一年应该支付的第一次付款（按前一阶段相关的协定第 14 款的规定，或按进度报告或付款执行计划的订正规定），则前一阶段的所有付款都已完成、剩余资金已退还多边基金（按前一阶段相关的协定第 7 款的规定）和相应的项目完成报告已经提交执行委员会。*

成员的意见： 删除整款；它规定未来第二阶段的付款取决于完成第一阶段的报告和财务规定，这会导致不遵守规定的重大风险。第一阶段和第二阶段是相对独立的项目，处理不同的合规目标。本款无助于及时完成第一阶段的报告和财务规定，但会对落实第二阶段造成困难。

对拖延发放资金会感到关切，因为规定的条件不能在一年内完成。在维修行业，第一阶段必须得到完成，资金必须归还，随后再次得到批准（这不符合实际）。

替代案文：“关于氟氯烃淘汰管理计划前一阶段完成日期之后的一年应该支付的第一次付款（按前一阶段相关的协定第 14 款的规定，或按进度报告或付款执行计划的订正规定），前一阶段的所有付款都已完成”。退还资金的问题属于其他进程和执行委员会决定的范围，并在经常性议程项目下得到处理。

同意应在活动完成后迅速进行第一阶段的财务结算，但同时也认为这项先决条件能拖延付款的发放，因为退还结余需要时间。需要显示某种程度的灵活性。

秘书处的意见： 需要建立一个流程，以便结束氟氯烃淘汰管理计划的一个阶段、退还资金余额（双边和/或执行机构和/或国家掌控的余款）给多边基金和向执行委员会提交项目完成报告。运行和财务完成日期应在氟氯烃淘汰管理计划的一个阶段的最后一次付款核准之时作出决定，因此，在协定中不需增加案文。每项氟氯烃淘汰管理计划都可逐案加以处理。因此，第 5 (e) 款可被删除。

建议： 执行委员会不妨考虑删除协定模板草案的第 5(e)款，并指出不需更动第 14 款的案文。

附录 7-A. 按照本协定第 11 款，如果每年没有达到附录 2-A 第 1.2 行具体规定的目标，超出附录 2-A 第 1.2 行规定数量的消费量，供资数额将按每一 ODP 吨消费量减少 [[数字]美元[对于非低消费量国家来说，该数字为项目成本效益值（以美元/ODP 公斤计）的两倍；低消费量国家的金额为 180 美元]]，但有一项了解，即最大的减少供资额不得超过申请的付款额。当连续两年无法履约时，可考虑采取其他措施。

成员的意见： 没有表示意见。

秘书处的意见： 在若干得到核准的氟氯烃淘汰管理计划中，处罚条款造成的供资减少额超过整个阶段的供资额（如危地马拉）。为避免出现这种情况，提议如上款所示，在协定的附录 7-A 中列入划底线的案文。

建议： 执行委员会不妨核准附录 7-A 中的新添案文（如上款划底线的案文所示）。

第二部分： 对第六十一次和/或第七十三次会议商定的条款表示的意见

第 3 款. 以国家遵守本协定所规定义务为条件，执行委员会原则上同意向国家提供附录 2-A 第 3.1 行规定的资金。执行委员会原则上将在执行委员会会议提供附录 3-A（“资金核准时间表”）具体列明的这笔资金。

成员的意见： 删除“原则上”三字。各国同意达成履约目标，委员会也同意为氟氯烃淘汰活动提供稳定和充足的资金。

秘书处的意见： 执行委员会已在多年期项目使用“原则上核准”，因为根据多边基金的职权范围，执行委员会在收到捐款之前不能作出任何承付承诺⁴。

执行委员会第三十八次会议核准的编制、执行和管理基于绩效的行业和国家淘汰消耗臭氧层物质计划的指导方针⁵适用于执行委员会核准的所有计划，这使执行委员会需要作出财务承诺。着这种情况下，执行委员会核准原则上同意的具体资金数额，并依照在这些计划中具体商定的绩效目标，分若干年发放这项资金。第 5 条国家有待提供的一般信息应包括国名；计划类别（行业或国家淘汰计划）；协定涵盖的消耗臭氧层物质；协定期限；原则上同意的供资总额。

建议： 执行委员会不妨依照多边基金的现有各项政策和决定，保留协定第 3 款中的“原则上”三字。

第 5(b)款. 已对这些目标在所有相关年份的实现情况进行了独立核查，除非执行委员会决定不需要进行此类核查。

⁴ 第 II/8 号和第 IV/18 号决定。

⁵ 第 38/65 号决定。

成员的意见: 替代案文: “在国家提交最后一次付款申请前, 已对这些目标的实现情况进行了独立核查。”可能不需进行每年核查, 因为这会增加工作量, 以致拖延执行进程。

秘书处的意见: 编制、执行和管理基于绩效的行业和国家淘汰消耗臭氧层物质计划的指导方针指出“由于核查实现前一年目标的情况是发放本年资金的条件, 年度执行方案应与绩效核查报告一起提交”。

随后, 第四十六次会议批准了核查多年期协定国家消费量目标的指导方针⁶。这项指导方针指出: “自 1999 年以来, 多年期协定已成为多边基金协助第 5 条国家实现《蒙特利尔议定书》规定的淘汰消耗臭氧层物质的目标的主要供资模式。根据这些协定, 负责执行的执行机构需要提交核查报告, 说明实现协定规定的削减消耗臭氧层物质的目标的情况, 以此作为发放下一次付款的条件。”

此外, 在基于绩效的协定中, 应每年对消费行业和生产行业(在适用的情况下)尽进行核查⁷。

建议: 执行委员会不妨依照多边基金的现有各项政策和决定, 保留核查所有年份氟氯烃的消费量, 只要《协定》第 5(b)款对消费量目标作出具体规定。

一名成员提出新的第 7(a)(五)款。 “由于国家状况改变作出变更”, 因为国家状况的任何改变都能对项目执行产生影响, 因此, 执行方式需要作出适当变更, 包括成本和期限。

秘书处的意见: 拟议的案文(即“由于国家状况改变作出变更”)已包括在协定模板草案第 7(a)(二)、(三)和/或(四)款内。

建议: 执行委员会或许不必增加新的第 7(a)(五)款案文, 因为“由于国家状况改变作出变更”已包括在协定模板草案第 7(a)(二)、(三)和/或(四)款内。

第 7(c)款。 替代技术的改变, 但有一项了解, 即提出这项申请的任何文件都需说明相关的增支成本、对气候产生的潜在影响以及有待淘汰的 ODP 吨的任何差异, 并确认国家同意改变技术得到的可能节省将相应地减少根据这项协定提供的全部资金数额。

成员的意见: 删除, 因为这项内容可能来自有些国家具体情况下的具体问题, 因此, 不应列于模板中。它不应被用作为模板的标准条款或起点(如有必要, 这些问题应逐案加以审议)。国家在与执行委员会签订的协定框架内应有灵活性。

⁶ 第 46/38 号决定。

⁷ 规定所有非低消费量国家以及低消费量国家有代表性的实例都需提交核查报告。

只应列入有工业转换的氟氯烃淘汰管理计划的协定。

移入第 7(a)(五)款，因为这应被视为是对协定作出的“重大改变”，需要执行委员会的核准。

秘书处的意见： 《协定》应对主要利益攸关方处理具体情况提供一般准则。转换技术的增支成本应按采用选取的替代技术的具体需要加以计算和获得核准。如果技术有了改变，增支成本也可改变。因此，第 7(c)款仅能列入包括转换制造行业的氟氯烃淘汰管理计划（根据一名成员的提议）；或能列入第 7(a)(五)款（根据另一名成员的提议），因为这种改变“需要执行委员会的核准”。

建议： 执行委员会不妨考虑在制造行业转换技术的情况下，保留第 7(c)款的案文，将其作为第 7(a)款（“重大改变”）案文的一部分或作为单独的第 7(c)款。

第 7(d)款。 *将转用列入计划中的无氟氯烃技术的企业，如果被发现在多边基金政策下不符合资助条件（即由于外国所有权或者是在 2007 年 9 月 21 日截至日期之后建立），将得不到资金援助。这种情况将作为付款执行计划的一部分提出报告。*

成员的意见： 删除，因为它提及执行委员会的决定和政策。

秘书处的意见： 对企业的供资已经得到批准，但在提交和核准氟氯烃淘汰管理计划时无法充分核实计划所列企业的数额的情况下，需要列入第 7(d)款。这项条款已成功地适用于若干核准的氟氯烃淘汰管理计划的第一阶段（如巴西⁸和墨西哥⁹的氟氯烃淘汰管理计划）。

建议： 在氟氯烃淘汰管理计划内包含大量企业并且在提交氟氯烃淘汰管理计划供执行委员会审议时无法完成对它们资格核查的情况下，执行委员会不妨根据个别协定保留第 7(d)款。

第 7(e)款。 *国家承诺如在技术上合适、经济上可行和被企业接受，审查计划总项目下的泡沫企业是否可能使用低全球升温潜能值的预混碳氢化合物发泡剂，而不在内部混合。*

成员的意见： 删除，因为《协定》不能为了《协定》范围和宗旨以外的目的提出希望使用的技术；项目的技术问题将与秘书处协商。

秘书处的意见： 这项条款仅适用于泡沫企业改用以碳氢化合物为基础的技术的氟氯烃淘汰管理计划。因此，它只能在这种具体情况中被列入。

建议： 执行委员会不妨继续在泡沫企业改用以碳氢化合物为基础的技术的氟氯烃淘汰管理计划中列入第 7(e)款。

⁸ UNEP/OzL.Pro/ExCom/64/25 和 Add.1。

⁹ UNEP/OzL.Pro/ExCom/64/39 和 Add.1。

第 7(f)款。 国家同意当氟氯烃有替代物以及考虑到与健康和安全有关的国家状况时：监测是否存在能进一步减少对气候产生影响的代用物和替代物；在审查规则、标准和奖励措施时，考虑能鼓励采用这种替代物的适当规定；考虑采用符合成本效益的代用物的潜力，以便在适当情况下，尽量减少落实氟氯烃淘汰管理计划时产生的气候影响，并在付款执行报告中，将这方面的进展通知执行委员会。

成员的意见： 删除，因为《协定》第 6 款已对监测作出了规定。

建议将其作为“附加”条款列入，以便与国家进行讨论后能够运用，而不作为所有《协定》的一个条款（氢氟碳化物是缔约方间没有达成协议的一个敏感问题）。

建议引用第 XIX/6 号决定和将其纳入关于“考虑替代物”的部分。

秘书处的意见： 第 7(f)款的案文已用于氟氯烃淘汰管理计划第一阶段预备改用氢氟碳化物技术的泡沫塑料和/或制冷和空调企业（如在印度尼西亚的若干企业使用 HFC-245fa 作为塑料起泡剂）¹⁰。因此，它只能就这种具体情况被列入。

建议： 执行委员会不妨继续在泡沫塑料和/或制冷和空调企业改用氢氟碳化物技术的氟氯烃淘汰管理计划列入第 7(f)款。

第 7(g)款。 双边或多边机构根据国家根据计划拥有的任何剩余资金均应在本《协定》预见的最后一次付款结束后退还多边基金。

成员的意见： 替代案文：“双边或多边机构根据计划拥有的任何剩余资金将在完成与项目有关的所有活动以及在相关国家臭氧机构同意后才退还多边基金。如果《协定》核准的资金不足，国家可向执行委员会再次申请资金援助。”原来的案文不符合基金政策。不仅应该审议剩余的资金问题，也应该审议核准的资金不足的问题。必须得到相关国家臭氧机构的同意，因为执行机构并不直接退还资金余额。

秘书处的意见： 第 7(g)款的案文符合多边基金的政策。完成的项目退还余款的程序在多边基金的最初几年就已存在（如第 28/7(a)号决定¹¹和第 31/2(a)(一)号决定¹²）。

建议： 执行委员会不妨以目前的形式保留第 7(g)款的案文。

¹⁰ UNEP/OzL.Pro/ExCom/64/34。

¹¹ 项目余款应在项目完成之后 12 个月内退还多边基金。

¹² 采用以下准则退还已完成的项目未承付余额：执行机构应尽快并应在项目完成后一年内退还未承付（未支配）结余，并具体指明项目退还的数额。

第 8 款. 应特别注意计划中制冷维修次级行业活动的实施，尤其是：

- (a) 国家将利用本《协定》所提供的灵活性，处理项目执行过程中可能产生的具体需要；
- (b) 国家将考虑能尽量减少制冷维修行业淘汰氟氯烃所造成的不利气候影响的相关行动；以及
- (c) 鼓励国家在需要和可行的情况下，考虑制定实施的法规和规则；通过安全采用易燃和/或有毒制冷剂的标准；落实限制使用氟氯烃的设备进口和推动采用节能和对气候友好的替代物的措施；在制冷维修行业落实培训技术人员的活动和采用良好维修做法，例如安全处置制冷剂、污染物和回收、再循环及再用制冷剂，而不是改型使用。

成员的意见： 删除第 8(c)款，因为此事应在氟氯烃淘汰管理计划的核准阶段加以处理。没有理由把这款放在氟氯烃淘汰管理计划与维修行业无关的这部分。

无需修改第 8(a)款。保留第 8(b)款的目前案文：“国家和相关双边和/或执行机构在执行计划期间将考虑到第 72/41 号决定”。

不确定是否需要在协定中重复提及一项决定。执行委员会的决定对氟氯烃淘汰管理计划提供的所有指导不论是否列入协定均属有效（从某些决定选取某些条文可能无意中减轻了其他决定重要性）。

秘书处的意见： 添加到第 8 款的案文选自第 72/41 号决定（关于制冷维修行业），以决定中的实际案文来取代引用该项决定。根据执行委员会成员表示的意见，可以引用所有与制冷维修行业有关的决定。

建议： 执行委员会不妨考虑以下列案文取代第 8(b)款和第 8(c)款：“国家和相关双边和/或执行机构在执行计划期间将考虑到关于制冷维修行业的各项相关决定”。这个案文包括了第 72/41 号决定和以前与制冷维修行业有关的决定。

第 11 款. 如果国家由于任何原因没有达到附录 2-A 第 1.2 行规定的消除这些物质的目标，或没有遵守本协定，则国家同意该国将无权按照资金核准时间表得到资金。执行委员会将酌情处理，在国家证明已履行接受资金核准时间表所列下一期资金之前应当履行的所有义务之后，将按照执行委员会确定的订正资金核准时间表恢复供资。国家承认执行委员会可以针对任何一年中未能减少的消费量的每一 ODP 千克减少附录 7-A（“因未履约而减少供资”）所述金额的资金。执行委员会将针对国家未能履行协定的具体案例进行讨论，并作出相关决定。根据上文第 5 款，一旦这些决定被采纳，这个未履行协定的具体案例将不会妨碍为未来的付款提供资金。

成员的意见： 替代案文（新案文划有底线，以便阅读）：“如果国家由于任何原因，包括执行委员会核准付款的拖延或执行机构发放资金的拖延，没

有达到附录 2-A 第 1.2 行规定的消除这些物质的目标，或没有遵守本协定，则国家同意该国将可能无权按照资金核准时间表得到资金，只要这个不履约的情况不是执行委员会的行动造成的结果，包括但不限于与核准和发放与协定有关的资金有关的拖延。执行委员会将酌情处理，[...]（案文在模板草案）将恢复供资。

秘书处的意见：在执行委员会的所有成员没有达成共识的情况下，执行委员会曾延后核准整个阶段的氟氯烃淘汰管理计划（例如，中国、印度尼西亚和泰国的第一阶段氟氯烃淘汰管理计划）。不过，执行委员会未曾拖延核准氟氯烃淘汰管理计划的付款，只要它们符合获得核准的所有条件。此外，在若干情况下，执行委员会还曾在在一个国家可能无法履行根据《蒙特利尔议定书》承担的义务时核准付款，尽管并未达到核准付款的所有条件（例如，巴林的氟氯烃淘汰管理计划第一阶段的第二次付款¹³）。

一般而言，在执行委员会会议结束后，财务主任都会向相关执行机构发放核准项目的资金。相关执行机构与有关国家之间的资金发放受到执行委员会无法控制的条件的的影响（例如，双边协定的签署；银行开设账户）。

建议：执行委员会不妨以目前的形式保留第 11 款的案文。

一名成员建议的新第 16 款。 *本协定仅可由国家和多边基金执行委员会的共同书面协议作出修改或终止。*

秘书处的意见：可以增加新的第 16 款，因为国家和执行委员会之间的协定已通过共同协议加以修改（例如，伊朗伊斯兰共和国、马来西亚、秘鲁）。

建议：执行委员会不妨将新的第 16 款列入协定模板。

附录 4-A，第 1(c)款。 *书面说明计划提交下一次付款申请之前和该年之中将开展的各项活动，在申请付款期间，重点说明这些活动的执行时间表、完成时间和相互依存性，并考虑在执行前几次付款中积累的经验 and 取得的进展；计划中的数据将根据历年提供。说明还应提及总体计划和取得的进展，以及预期总体计划可能进行的调整。说明应涵盖本协定第 5 (d) 款中列出的年份。说明还应具体列出并说明对总体计划作出的这种改动。这项关于未来活动的说明能作为上文 (b) 项的陈述报告的另一文件的一部分提交。*

成员的意见：删除“执行时间表”，因为模板不应包括详细内容，例如活动的时间表等。

秘书处的意见：氟氯烃淘汰管理计划的一个阶段提及了时间表；不过，附录 4 提及的时间表与付款执行报告和计划有关。取得的进展（发放付款的先决条

¹³ UNEP/OzL.Pro/ExCom/75/37。

件) 能根据这些具体时间表客观地加以评估和示范(例如, 中国氟氯烃淘汰管理计划第一阶段内包括的行业计划)。

建议: 执行委员会不妨以目前的形式保留附录 4-A 第 1(c)款的案文。

一名成员建议附录 6-A 内的新款

- (a) 及时向国家/参与企业发放资金, 以便完成与项目有关的活动; 以及
- (b) 应在提交相关历年最后一次付款报告之前完成核查。核查可每两历年进行一次。

秘书处的意见: 一名成员提出的上文(a)项可列入《协定》附录 6-A。不过, 在具有消费量目标的情况下, 对各年氟氯烃消费量的核查应按照多边基金的现有政策和决定进行(根据上文第 5(b)款的说明)。

建议: 执行委员会不妨在协定模板附录 6-A 新增一款“及时向国家/参与企业发放资金, 以便完成与项目有关的活动”。

第三部分: 执行委员会成员提出的其他意见

成员的意见: 当国家提议淘汰全部氟氯烃时, 将协定中添加案文的选项列入执行委员会通过协定的决定。

秘书处的意见: 无意见。

建议: 执行委员会不妨考虑它是否愿意当国家提议淘汰全部氟氯烃时, 将添加案文的选项列入执行委员会通过协定的决定。

成员的意见: 单独的特定条款并不适用于所有情况(即第 7(c)、(d)和(e)款)。

秘书处的意见: 协定模板包括了若干提及的条款。只有与氟氯烃淘汰管理计划有关的条款才会被列入与氟氯烃淘汰管理计划一起提交的协定草案, 供执行委员会审议。

建议: 执行委员会不妨以目前的形式保留第 7 款及其各项的案文。

第 7(a) 款. *资金分配的重大改变必须按照上文第 5(d)款的规定事先在付款执行计划中记录, 或作为执行委员会会议之前八周提交的现行付款执行计划的修正案供其核准。*

成员的意见: 将“报告”添加到“付款执行计划”。因此, 案文改为: “付款报告和执行计划”。

秘书处的意见: 由于重大改变已事先记录, 供执行委员会审议, 它们应被列入付款执行计划, 而付款执行报告包括了已经执行的活动。

建议： 执行委员会不妨以目前的形式保留第 7(a)款。

第 7(a)(四)款。 为没有列入目前核可的付款执行计划的方案或活动提供资金，或从付款执行计划中取消一项活动，而其费用大于最后核准的整个付款费用的 30%。

成员的意见： 删除“方案或”三字。

秘书处的意见： 同意。

建议： 执行委员会不妨删除协定模板第 7(a)(四)款中“方案或”三字。

秘书处的建议

10. 谨建议执行委员会考虑：

- (a) 根据执行委员会成员和秘书处的意见以及秘书处就这些意见提出的具体建议，最后拟定氟氯烃淘汰管理计划第二阶段的协定草案模板；以及
- (b) 当国家提议淘汰全部氟氯烃时，允许具有将政府和执行委员会之间的协定添加案文的灵活性。

Note: Highlighting has been added to this template for a Draft Agreement to facilitate its completion. Once it is completed, it should be submitted without any highlighted text:

- Pink is used for all needed entries in the text and the tables.
- Green is used for optional additions related to manufacturing sector or technology, where applicable.
- Turquoise is used for the differentiation between one and several implementing agencies.

Annex I

DRAFT AGREEMENT BETWEEN THE GOVERNMENT OF [COUNTRY NAME] AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROCHLOROFLUOROCARBONS IN ACCORDANCE WITH STAGE II OF THE HCFC PHASE-OUT MANAGEMENT PLAN

Text	Source
<p>Purpose</p> <p>1. This Agreement represents the understanding of the Government of [Country name] (the “Country”) and the Executive Committee with respect to the reduction of controlled use of the ozone-depleting substances (ODS) set out in Appendix 1-A (“The Substances”) to a sustained level of [figure] ODP tonnes by 1 January [year] in compliance with Montreal Protocol schedule.</p> <p>2. The Country agrees to meet the annual consumption limits of the Substances as set out in row 1.2 of Appendix 2-A (“The Targets, and Funding”) in this Agreement as well as in the Montreal Protocol reduction schedule for all Substances mentioned in Appendix 1-A. The Country accepts that, by its acceptance of this Agreement and performance by the Executive Committee of its funding obligations described in paragraph 3, it is precluded from applying for or receiving further funding from the Multilateral Fund in respect to any consumption of the Substances that exceeds the level defined in row 1.2 of Appendix 2-A as the final reduction step under this Agreement for all of the Substances specified in Appendix 1-A, and in respect to any consumption of each of the Substances that exceeds the level defined in row [s] 4.1.3 [, 4.2.3, ...] (remaining consumption eligible for funding).</p> <p>3. Subject to compliance by the Country with its obligations set out in this Agreement, the Executive Committee agrees, in principle, to provide the funding set out in row 3.1 of Appendix 2-A to the Country. The Executive Committee will, in principle, provide this funding at the Executive Committee meetings specified in Appendix 3-A (“Funding Approval Schedule”).</p> <p>4. The Country agrees to implement this Agreement in accordance with the stage II of the HCFC phase-out management plan (HPMP) approved (“the Plan”). In accordance with sub-paragraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of the Substances as set out in row 1.2 of Appendix 2-A of this Agreement. The aforementioned verification will be commissioned by the relevant bilateral or implementing agency.</p>	<p>Text in this version has no changes from the previously agreed template for stage II (decision 73/33).</p> <p>Text in paras. 1 to 4 comes originally from stage I template (decision 61/46). Stage II template approved by decision 73/33 added in paragraph 4 the definition of “The Plan” for clarity (stage II template approved by decision 73/33 is in document 73/43 with the additions highlighted in yellow).</p>
<p>Conditions for funding release</p> <p>5. The Executive Committee will not only provide the Funding in accordance with the Funding Approval Schedule unless when the Country satisfies the following conditions at least eight weeks in advance of the applicable Executive Committee meeting set out in the Funding Approval Schedule:</p>	<p>Text in paragraph 5 (a), (b), (c) and (d) has no changes from the previously agreed template for stage II (decision 73/33), which is essentially the same</p>

<p>(a) That the Country has met the Targets set out in row 1.2 of Appendix 2-A for all relevant years. Relevant years are all years since the year in which this Agreement was approved. Years for which there are no due country programme implementation reports at the date of the Executive Committee meeting at which the funding request is being presented are exempted;</p> <p><u>(b)</u> That the meeting of these Targets has been independently verified <u>for all relevant years</u>, unless the Executive Committee decided that such verification would not be required;</p> <p>(b)<u>(c)</u> That the Country had submitted a Tranche Implementation Report in the form of Appendix 4-A (“Format of Tranche Implementation Reports and Plans”) covering each previous calendar year; that it had achieved a significant level of implementation of activities initiated with previously approved tranches; and that the rate of disbursement of funding available from the previously approved tranche was more than 20 per cent; and</p> <p>(e)<u>(d)</u> That the Country has submitted a Tranche Implementation Plan in the form of Appendix 4-A covering each calendar year until and including the year for which the funding schedule foresees the submission of the next tranche or, in case of the final tranche, until completion of all activities foreseen <u>and</u>.</p>	<p>text used in stage I (decision 61/46), with editorial improvements (see highlighted text in document 73/43).</p> <p>No changes in 5(a) were required based on decision 74/18 on the 20% threshold required for fund disbursement.</p> <p>There are only few minor editorial improvements in this new template, which are marked as track changes.</p> <p>The Agreement for China stage I (document 67/39 Annex 10) includes additional conditions for the release of tranches for sector plans. It is not part of the template as it only applies in China.</p>
<p>(d)<u>(e)</u> <u>That, for the first tranche that is due on a year after the date of completion of the previous stage of the HPMP (as defined in paragraph 14 of the Agreement associated to the previous stage), all tranches from the previous stage have been completed, remaining funds have been returned to the Multilateral Fund (as established in paragraph 7 of the Agreement associated to the previous stage) and the corresponding project completion reports have been submitted to the Executive Committee.</u></p>	<p>New text added to encourage expeditious financial completion of stage I once activities are completed. While the need to monitor completion of stage I is recognized, some members and agencies expressed concerns that this condition could generate delays in tranche release given the time required for financial completion and return of balances of more than a year. Need to explore other options.</p>

<p>(e) That, for all submissions from the 68th meeting onwards, confirmation has been received from the Government that an enforceable national system of licensing and quotas for HCFC imports and, where applicable, production and exports is in place and that the system is capable of ensuring the Country's compliance with the Montreal Protocol HCFC phase-out schedule for the duration of this Agreement.</p>	<p>This was a standard sub-paragraph in all stage I agreements. It was established by decision 63/17, and it has now been deleted in the present template as it is no longer relevant.</p>
<p>Monitoring</p> <p>6. The Country will ensure that it conducts accurate monitoring of its activities under this Agreement. The institutions set out in Appendix 5-A (“Monitoring Institutions and Roles”) will monitor and report on implementation of the activities in the previous Tranche Implementation Plans in accordance with their roles and responsibilities set out in the same appendix.</p>	<p>Text in this section has no changes from previously agreed template for stage II (decision 73/33), which does not differ from stage I (decision 61/46).</p>
<p>Flexibility in the reallocation of funds</p> <p>7. The Executive Committee agrees that the Country may have the flexibility to reallocate part or all of the approved funds, according to the evolving circumstances to achieve the smoothest reduction of consumption and phase-out of the Substances specified in Appendix 1-A:</p> <p>(a) Reallocations categorized as major changes must be documented in advance either in a Tranche Implementation Plan as foreseen in sub-paragraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted eight weeks prior to any meeting of the Executive Committee, for its approval. Major changes would relate to:</p> <ul style="list-style-type: none"> (i) Issues potentially concerning the rules and policies of the Multilateral Fund; (ii) Changes which would modify any clause of this Agreement; (iii) Changes in the annual levels of funding allocated to individual bilateral or implementing agencies for the different tranches; and (iv) Provision of funding for programmes or activities not included in the current endorsed Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 30 per cent of the total cost of the last approved tranche; <p>(b) Reallocations not categorized as major changes may be incorporated in the approved Tranche Implementation Plan, under implementation at the time, and reported to the Executive Committee in the subsequent Tranche Implementation Report;</p>	<p>The text on flexibility in phase-out agreements was originally prepared based on decision 46/37. Text in this section (paragraph 7(a) and (b) has no changes from the previously agreed template for stage II (decision 73/33).</p>

<p>(c) Should the Country decide during implementation of the Agreement to introduce an alternative technology other than that proposed in the Plan, this would require approval by the Executive Committee as part of a Tranche Implementation Plan or the revision of the approved Plan. Any submission of such a request for change in technology would identify the associated incremental costs, the potential impact to the climate, and any differences in ODP tonnes to be phased out if applicable. The Country agrees that potential savings in incremental costs related to the change of technology would decrease the overall funding level under this Agreement accordingly;</p>	<p>During the implementation of stage I, additional optional sub-paragraphs (in green) were included for cases with manufacturing sectors ((c), (d), (e)), or when HFCs were proposed as alternative (f). They are optional only to be used when needed. New edits proposed are in track changes.</p>
<p>(d) Any enterprise to be converted to non-HCFC technology included in the Plan and that would be found to be ineligible under the <u>guidelines policies</u> of the Multilateral Fund (i.e., due to foreign ownership or establishment post the 21 September 2007 cut-off date), <u>will would</u> not receive <u>financial</u> assistance. This information would be reported as part of the Tranche Implementation Plan;</p>	<p>As examples, text in (d) was used in Brazil, Dominican Republic, Egypt and Saudi Arabia; text in (e) was used in India and Mexico (stage I); and (f) was used in Bahamas, Indonesia Suriname and Thailand.</p>
<p>(e) The Country commits to examining the possibility of using pre-blended hydrocarbon systems <u>with low-global warming potential blowing agents</u> instead of blending them in-house, for those foam enterprises covered under the <u>Plan umbrella project</u>, should this be technically viable, economically feasible and acceptable to the enterprises;</p>	<p>Text in (f) is similar to the text proposed by one member at the 75th meeting; however, the proposal includes reference to decision XIX/6 and it would go in a separate section called</p>
<p>(f) The Country agrees, in cases where HFC technologies have been chosen as an alternative HCFC, and taking into account national circumstances related to health and safety: to monitor the availability of substitutes and alternatives that further minimize impacts on the climate; to consider, in the review of regulations standards and incentives adequate provisions that encourage introduction of such alternatives; and to consider the potential for adoption of cost-effective alternatives that minimize the climate impact in the implementation of the HPMP, as appropriate, and inform the Executive Committee on the progress accordingly in tranche implementation reports.</p>	<p>“Consideration of alternatives” in all Agreements. One member also suggested adding to the text “not-in-kind technologies in line with decision 75/40”.</p>
	<p>Please also note that the Secretariat recommends making sub-paragraphs (c) and (d) part of the</p>

	<p>template for all agreements rather than optional subparagraphs.</p>
<p>(g) Any remaining funds held by the bilateral or implementing agencies or the country under the Plan will be returned to the Multilateral Fund upon completion of the last tranche foreseen under this Agreement.</p>	<p>Text in this version has no changes from the previously agreed template for stage II (decision 73/33). The original text comes from the stage I template (decision 61/46) with a few precisions (underlined for reference).</p>
<p>Considerations for the refrigeration servicing sector</p> <p>8. Specific attention will be paid to the execution of the activities in the refrigeration servicing sub-sector included in the Plan, in particular:</p> <p>(a) The Country would use the flexibility available under this Agreement to address specific needs that might arise during project implementation; and</p> <p>(b) The Country and the relevant bilateral and/or implementing agencies will would take into consideration <u>relevant actions that could minimize adverse climate impact when phasing out HCFC in the refrigeration servicing sector; and</u></p> <p>(c) The Country would be encouraged to consider, as needed and feasible, the development of regulations and codes of practice; the adoption of standards for the safe introduction of flammable and/or toxic refrigerants; the implementation of measures to limit the import of HCFC-based equipment and to facilitate the introduction of energy-efficient and climate-friendly alternatives; and implementation of activities in the refrigeration servicing sector on training of technicians and introduction of good service practices such as the safe handling of refrigerants, containment and recovery and recycling and reuse of refrigerants rather than retrofitting.</p>	<p>Stage I version included reference to old decisions in the refrigeration servicing sector (41/100 and 49/6). Agreed template for stage II (decision 73/33) was updated to reflect the most recent decision (72/41).</p> <p>Proposed text included extracts from decision 72/41 in order to have the relevant text in the Agreement for reference.</p> <p>One member suggested at the 75th meeting to delete the text and simply make reference to the decision number as in the previous versions, including the agreed template for stage II (decision 73/33).</p>
<p>Bilateral and implementing agencies</p> <p>9. The Country agrees to assume overall responsibility for the management and implementation of this Agreement and of all activities undertaken by it or on its behalf to fulfil the obligations under this Agreement. <u>[Lead agency name] has agreed to be the lead implementing agency (the "Lead IA") [and [Cooperating agency name/names] has/have agreed to be the cooperating implementing agency/agencies (the "Cooperating IA[s]") under the lead of the Lead IA]</u> in respect of the Country's activities under this Agreement. The</p>	<p>Original text comes from stage I template (decision 61/46) and was used in the template for stage II (decision 73/33).</p>

<p>Country agrees to evaluations, which might be carried out under the monitoring and evaluation work programmes of the Multilateral Fund or under the evaluation programme of the Lead IA [and/or Cooperating IA[s]] taking part in this Agreement.</p> <p>10. The Lead IA will be responsible for ensuring co-ordinated planning, implementation and reporting of all activities under this Agreement, including but not limited to independent verification as per sub-paragraph 5(b). [This responsibility includes the necessity to co-ordinate coordination with the Cooperating IA[s] to ensure appropriate timing and sequence of activities in the implementation. The Cooperating IA[s] will support the Lead IA by implementing the Plan activities listed in Appendix 6-B under the overall co-ordination of the Lead IA. The roles of the Lead IA and Cooperating IA[s] are contained in Appendix 6-A and Appendix 6-B, respectively. The Lead IA and Cooperating IA[s] will reach consensus on the arrangements regarding inter agency planning including regular co-ordination meetings, reporting and responsibilities under this Agreement in order to facilitate a co-ordinated implementation of the Plan.] The Executive Committee agrees, in principle, to provide the Lead IA [and the Cooperating IA[s]] with the fees set out in row[s] 2.2 [and 2.4...] of Appendix 2-A.</p>	<p>Minor editorial changes are now included for clarity (see track changes). Part of the text was moved to Appendix 6-A and 6-B on roles and responsibilities of the lead and cooperating agencies.</p>
<p>Non-compliance with the Agreement</p> <p>11. Should the Country, for any reason, not meet the Targets for the elimination of the Substances set out in row 1.2 of Appendix 2-A or otherwise does not comply with this Agreement, then the Country agrees that it will not be entitled to the Funding in accordance with the Funding Approval Schedule. At the discretion of the Executive Committee, funding will be reinstated according to a revised Funding Approval Schedule determined by the Executive Committee after the Country has demonstrated that it has satisfied all of its obligations that were due to be met prior to receipt of the next tranche of funding under the Funding Approval Schedule. The Country acknowledges that the Executive Committee may reduce the amount of the Funding by the amount set out in Appendix 7-A (“Reductions in Funding for Failure to Comply”) in respect of each ODP kilogram of reductions in consumption not achieved in any one year. The Executive Committee will discuss each specific case in which the Country did not comply with this Agreement, and take related decisions. Once decisions are taken, the specific case of not compliance with this Agreement will not be an impediment for the provision of funding for future tranches as per paragraph 5 above.</p> <p>12. The Funding of this Agreement will not be modified on the basis of any future Executive Committee decisions that may affect the funding of any other consumption sector projects or any other related activities in the Country.</p> <p>13. The Country will comply with any reasonable request of the Executive Committee, [and] the Lead IA [and the Cooperating IA[s]] to facilitate implementation of this Agreement. In particular, it will provide the Lead IA [and the Cooperating IA[s]] with access to the information necessary to verify compliance with this Agreement.</p>	<p>Original text comes from stage I template (decision 61/46) and also used in the agreed template for stage II (decision 73/33).</p> <p>No changes have been introduced in this version.</p>
<p>Validity</p> <p>14. All of the conditions set out in this Agreement are undertaken solely within the context of the Montreal Protocol and as specified in this Agreement. All terms used in this Agreement have the meaning ascribed to them in the Montreal Protocol unless otherwise defined herein.</p>	<p>Original text comes from stage I template (decision 61/46) and also used in agreed template for stage II (decision 73/33).</p> <p>No changes have been introduced in this version.</p>

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)
HCFC-22	C	I	
HCFC-123	C	I	
HCFC-124	C	I	
HCFC-141b	C	I	
HCFC-142b	C	I	
HCFC-225			
Sub-total			
HCFC-141b contained in imported pre-blended polyols	C	I	
Total	C	I	

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars	2015	2016	2017	2018	2019	2020	Total
1.1	Montreal Protocol reduction schedule of Annex C, Group I substances (ODP tonnes)							
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)							
2.1	Lead IA ([Lead agency name]) agreed funding (US \$)							
2.2	Support costs for Lead IA (US \$)							
2.3	Cooperating IA ([Cooperating agency name]) agreed funding (US \$)							
2.4	Support costs for Cooperating IA (US \$)							
3.1	Total agreed funding (US \$)							
3.2	Total support costs (US \$)							
3.3	Total agreed costs (US \$)							
4.1.1	Total phase-out of [substance 1] agreed to be achieved under this Agreement (ODP tonnes)							
4.1.2	Phase-out of [substance 1] to be achieved in the previous stage by approved projects (ODP tonnes)							
4.1.3	Remaining eligible consumption for [substance 1] (ODP tonnes)							
4.2.1	Total phase-out of [substance 2] agreed to be achieved under this Agreement (ODP tonnes)							
4.2.2	Phase-out of [substance 2] to be achieved in the previous stage by approved projects (ODP tonnes)							
4.2.3	Remaining eligible consumption for [substance 2] (ODP tonnes)							
4.3.1	Total phase-out of HCFC-141b contained in imported pre-blended polyols agreed to be achieved under this Agreement (ODP tonnes)							
4.3.2	Phase-out of HCFC-141b contained in imported pre-blended polyols to be achieved in the previous stage by approved projects (ODP tonnes)							
4.3.3	Remaining eligible consumption for HCFC-141b contained in imported pre-blended polyols (ODP tonnes)							

Text	Source
<p>*Date of completion of stage I <u>as per stage I Agreement</u>:</p>	<p>Footnote added to APPENDIX 2-A. It relates to the paragraph 5 (e) added above.</p>
<p>APPENDIX 3-A: FUNDING APPROVAL SCHEDULE</p> <p>15. Funding for the future tranches will be considered for approval at the <u>[first/second]</u> meeting of the year specified in Appendix 2-A.</p>	<p>Original text comes from stage I template (decision 61/46) and also used in agreed template for stage II (decision 73/33). No changes proposed.</p>
<p>APPENDIX 4-A: FORMAT OF TRANCHE IMPLEMENTATION REPORTS AND PLANS</p> <p>1. The submission of the Tranche Implementation Report and Plans for each tranche request will consist of five parts:</p> <p>(a) A narrative report, with data provided by <u>calendar-year tranche, regarding describing the progress achieved since the year prior to</u> the previous report, reflecting the situation of the Country in regard to phase out of the Substances, how the different activities contribute to it, and how they relate to each other. The report should include the amount of ODS phased out as a direct result from the implementation of activities, by substance, and the alternative technology used and the related phase-in of alternatives, <u>to allow the Secretariat to provide to the Executive Committee information about the resulting change in climate relevant emissions.</u> The report should further highlight successes, experiences, and challenges related to the different activities included in the Plan, reflecting any changes in the circumstances in the Country, and providing other relevant information. The report should also include information on and justification for any changes vis-à-vis the previously submitted Tranche Implementation Plan(s), such as delays, uses of the flexibility for reallocation of funds during implementation of a tranche, as provided for in paragraph 7 of this Agreement, or other changes;</p> <p>(b) An independent verification report of the Plan results and the consumption of the Substances, as per sub-paragraph 5(b) of the Agreement. If not decided otherwise by the Executive Committee, such a verification has to be provided together with each tranche request and will have to provide verification of the consumption for all relevant years as specified in sub-paragraph 5(a) of the Agreement for which a verification report has not yet been acknowledged by the Committee;</p> <p>(c) A written description of the activities to be undertaken <u>until and including the year of the planned submission of the next tranche request during the period covered by the requested tranche,</u> highlighting <u>implementation milestones, the time of completion and</u> the interdependence of the activities, and taking into account experiences made and progress achieved in the implementation of earlier tranches; the data in the plan will be provided by calendar year. The description should also include a reference to the overall Plan and progress achieved, as well as any possible changes to the overall Plan that are foreseen. <u>The description should cover the years specified in sub-paragraph 5(d) of the Agreement.</u> The description should also specify and explain in detail such changes to the overall plan. This description of future activities can be submitted as a part of the same document as the narrative report under sub-paragraph (b) above;</p>	<p>Original text comes from stage I template (decision 61/46) and also used in agreed template for stage II (decision 73/33).</p> <p>Editorial changes introduced for clarity are marked in track changes.</p> <p>In paragraph 1(c) the words “implementation milestones and time of completion” have been added as part of the information to include in the tranche implementation reports and plans.</p> <p>One member questioned at the 75th meeting the need for the text underlined in 1(a). In the Secretariat’s view this estimation could be undertaken at the end of the project rather than for each tranche. Therefore, the text could be adjusted accordingly.</p>

<p>(d) A set of quantitative information for all Tranche Implementation Reports and Plans, submitted through an online database. This quantitative information, to be submitted by calendar year with each tranche request, will be amending the narratives and description for the report (see sub-paragraph 1(a) above) and the plan (see sub-paragraph 1(c) above), the Tranche Implementation Plan and any changes to the overall plan, and will cover the same time periods and activities; and</p> <p>(e) An Executive Summary of about five paragraphs, summarizing the information of the above sub-paragraphs 1(a) to 1(d).</p>	<p>Text was reduced taking into account modifications to the MYA Table.</p>
<p>2. In the event that in a particular year more than two one or more stages of the HPMP are being implemented in parallel, the following considerations should be taken in preparing the Tranche Implementation Reports and Plans:</p> <p>(a) The Tranche Implementation Reports and Plans referred to as part of this Agreement, will exclusively refer to activities and funds covered by this Agreement; and</p> <p>(b) If the stages under implementation have different HCFC consumption targets <u>under Appendix 2-A of each Agreement in a particular year</u>, the lower HCFC consumption target will be used as reference for compliance with the HPMP <u>these</u> Agreements and <u>will be the basis</u> for the independent verification.</p>	<p>Text in this paragraph was agreed with the stage II template (decision 73/33) in order to provide determine the approach to report when two stages are being implemented at the same time. It is now part of the template.</p>
<p>APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES</p> <p>1. [THIS SECTION MUST BE COMPLETED BY THE COUNTRY AND THE LEAD AGENCY. It must provide a detailed and credible indication of how progress is to be monitored and which organizations will be responsible for the activities. Experience gained from implementing stage I of the HPMP should be taken into account, introducing the relevant updates and improvements.]</p>	<p>No changes from template for stage II (decision 73/33) or stage I (decision 61/46).</p>
<p>APPENDIX 6-A: ROLE OF THE LEAD IMPLEMENTING AGENCY</p> <p>1. The Lead IA will be responsible for a range of activities, including at least the following:</p> <p>(a) Ensuring performance and financial verification in accordance with this Agreement and with its specific internal procedures and requirements as set out in the Country's HPMP;</p> <p>(b) Assisting the Country in preparation of the Tranche Implementation Reports and Plans as per Appendix 4-A;</p> <p>(c) Providing independent verification to the Executive Committee that the Targets have been met and associated tranche activities have been completed as indicated in the Tranche Implementation Plan consistent with Appendix 4-A;</p>	<p>Subparagraph (f) was added in this version to reflect ExCom decision 74/19 on progress and verification reports required after the approval of the last tranche.</p> <p>Also, text removed from paragraph 10 was added here (subparagraphs (j) and (n)).</p>

<p>(d) Ensuring that the experiences and progress is reflected in updates of the overall plan and in future Tranche Implementation Plans consistent with sub-paragraphs 1(c) and 1(d) of Appendix 4-A;</p> <p>(e) Fulfilling the reporting requirements for the Tranche Implementation Reports and Plans and the overall plan as specified in Appendix 4-A for submission to the Executive Committee, and should [-The reporting requirements include the reporting about activities undertaken- implemented by the Cooperating IA[s];</p> <p>(e)(f) In the event that the last funding tranche is requested one or more years prior to the last year for which a consumption target had been established, annual tranche implementation reports and, where applicable, verification reports on the current stage of the Plan should be submitted until all activities foreseen had been completed and HCFC consumption targets had been met;</p> <p>(f)(g) Ensuring that appropriate independent technical experts carry out the technical reviews;</p> <p>(g)(h) Carrying out required supervision missions;</p> <p>(h)(i) Ensuring the presence of an operating mechanism to allow effective, transparent implementation of the Tranche Implementation Plan and accurate data reporting;</p> <p>(i)(j) [Co-ordinating the activities of the Cooperating IA[s], and ensuring appropriate sequence of activities;]</p> <p>(j)(k) In case of reductions in funding for failure to comply in accordance with paragraph 11 of the Agreement, to determine, in consultation with the Country [and the Cooperating IA[s]], the allocation of the reductions to the different budget items and to the funding of the Lead IA and each Cooperating IA;</p> <p>(k)(l) Ensuring that disbursements made to the Country are based on the use of the indicators; and</p> <p>(m) Providing assistance with policy, management and technical support when required.</p> <p>(l)(n) Reaching consensus with the Cooperating IA[s] on the any planning, coordination and reporting arrangements required regarding inter-agency planning including regular co-ordination meetings, reporting and responsibilities under this Agreement in order to facilitate the a co-ordinated implementation of the Plan.</p> <p>2. After consultation with the Country and taking into account any views expressed, the Lead IA will select and mandate an independent entity to carry out the verification of the HPMP results and the consumption of the Substances mentioned in Appendix 1-A, as per sub-paragraph 5(b) of the Agreement and sub-paragraph 1(b) of Appendix 4-A.</p> <p>[APPENDIX 6-B: ROLE OF THE COOPERATING IMPLEMENTING AGENCIES]</p> <p>1. The Cooperating IA[s] will be responsible for a range of activities. These activities are specified in the Plan, including at least the following:</p> <p>(a) Providing assistance for policy development when required;</p> <p>(b) Assisting the Country in the implementation and assessment of the activities funded by the Cooperating IA[s], and refer to the Lead IA to ensure a co-ordinated sequence in the activities; and</p>	
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<p>(c) Providing reports to the Lead IA on these activities, for inclusion in the consolidated reports as per Appendix 4-A.]</p> <p>(e)(d) Reaching consensus with the Lead IA on the any planning, coordination and reporting arrangements required to facilitate the implementation of the Plan.</p>	
<p>APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY</p> <p>1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US \$[figure [for non-LVC the figure would be 2 times the cost-effectiveness of the project in \$/ODP kg; for LVC the amount would be US \$180]] per ODP kg of consumption beyond the level defined in row 1.2 of Appendix 2-A for each year in which the target specified in row 1.2 of Appendix 2-A has not been met, <u>on the understanding that the maximum funding reduction would not exceed the funding level of the tranche being requested. Additional measures might be considered in cases where non-compliance extends for two consecutive years.</u></p> <p>±2. In the event that the penalty needs to be applied for a year in which there are two Agreements in force (two stages of the HPMP being implemented in parallel) with different penalty levels, the application of the penalty will be determined on a case-by-case basis taking into consideration the specific sectors related that lead to the non-compliance. If it is not possible to determine a sector, or both stages are addressing the same sector, the penalty level to be applied would be the largest.</p>	<p>Modifications to Appendix 7A were agreed for the stage II template (decision 73/33) to establish the basis to calculate the penalty when two stages are being implemented at the same time.</p> <p>For this new version, the text added in track changes establishes a cap to the size of the penalty. One member suggested removing the new text.</p>
<p>APPENDIX 8-A: SECTOR SPECIFIC ARRANGEMENTS</p> <p>1. Appendix 8-A is foreseen for situations where the Country and/or the Lead IA/Cooperating IA[s] wish to include in the Agreement any sector specific arrangements. This will be mostly the case for non-LVC's. Specifically, this Appendix can be used in cases where there have been sector plans or sector phase-out projects prior to the submission of the HPMP, which are subsumed into the HPMP and where the related conditions require reflection in this Agreement. The Appendix can also be used if the Country requests to extend the provisions of Appendix 2-A by adding sector-specific funding, phase-out schedules or additional responsibilities for the Lead IA/Cooperating IA[s]. In cases where Appendix 8-A is needed, a reference should be included at an appropriate point of the Agreement. If only minor arrangements are to be included, the reference could be included in one of the Appendices, in particular Appendix 6.</p> <p>2. The heading for this Appendix 8-A should be deleted if no such additional arrangements are necessary.]</p>	<p>No changes from template for stage II (decision 73/33) or stage I (decision 61/46).</p>

Annex II

COMMENTS RECEIVED FROM MEMBERS OF THE EXECUTIVE COMMITTEE ON THE TEMPLATE FOR A DRAFT AGREEMENT FOR STAGE II OF HCFC PHASE-OUT MANAGEMENT PLANS

The Government of Australia

With respect to paragraph 5(e) of the draft template, we understand that the date of completion “as defined in paragraph 14 of the Agreement”, could include not only the date of completion in the original Agreement but a revised date of completion included in a progress report or a Tranche Implementation Plan. In order to make this point more clear, we suggest that this sentence reads as follows (addition in bold):

*That, for the first tranche that is due on a year after the date of completion of the previous stage of the HPMP (as defined in paragraph 14 of the Agreement associated to the previous stage, **or as revised in a progress report or Tranche Implementation Plan**), all tranches from the previous stage have been completed.*

We do not believe it is necessary to include the requirements about the remaining funds having been returned or the project completion reports being submitted before the tranche concerned is submitted. These requirements are covered by other processes and decisions of the ExCom and addressed under recurring agenda items. If there are delays in returning funds or submitting completion reports, these should be addressed within the context of these agenda items.

With respect to paragraph 7(c), since this paragraph says that a change of technology would require approval by the ExCom as part of a Tranche Implementation Plan, it essentially belongs as a sub-paragraph under 7(a) as one of the “major changes” to the Agreement requiring ExCom approval. The sub-paragraph could simply read:

Changes in alternative technologies, on the understanding that any submission for such a request would identify the associated incremental costs, the potential impact to the climate, and any differences in ODP tonnes to be phased out if applicable, as well as confirm that the Country agrees that potential savings related to the change of technology would decrease the overall funding level under this Agreement accordingly.

With respect to paragraph 8(c), while we recognize the importance of this paragraph, which originates from decision 72/41, we are not sure that it is necessary to repeat this paragraph in all HPMP agreements. All guidance on HPMPs provided by ExCom decisions remain valid whether or not they are incorporated in an Agreement, and selecting certain paragraphs from certain decisions may inadvertently lessen the importance of other ExCom decisions.

We note that while this template has been developed on the basis of experience with stage II HPMPs that aim to achieve an interim HCFC reduction, it is possible that it is also used for HPMPs that aim to achieve total phase-out. In such cases, it is possible that some changes to the template may be needed to reflect the fact that it would be a final rather than an interim stage agreement. Therefore, in adopting this format, the ExCom may want to note that in the case of stage II HPMPs which aims to achieve total phase-out, the Committee may consider some additional modifications to the format at the time such an HPMP is submitted.

The Government of Brazil

The proposed Stage II draft agreement uses the clauses adopted by Mexico Stage II plus other changes identified during the process of approving HPMPs.

In fact, one can trace an evolution in the Stage I agreements from the earliest approvals to the last approvals – however those gradual changes were discussed and accepted by Countries individually and should not be used as starting point for additional changes for Stage II agreement that will become mandatory for all countries, once it is approved.

Therefore, we suggest that these special clauses are separated from the general agreement to be approved, and in a separate clause of the decision, include those that will be added if the HPMP to be approved is related to them.

We are concerned about some changes that may present some difficulties when implementing projects.

5(e)	<p>We believe that it will create lots of delays in the release of funds. The country and the progress phase out will be punished.</p> <p>Frequently many of the criteria cannot be fulfilled in one year after the closure of the previous stage. This could be a result of the delay of the implementing agency (not fault of the country), or the delay of the audit (IA and Country fault), or ongoing activities overarching the phases (refrigeration servicing) etc.</p> <p>If all activities have to be finished as suggested by the Secretariat - "<i>all tranches from the previous stage have been completed, remaining funds have been returned to the Multilateral Fund (as established in paragraph 7 of the Agreement associated to the previous stage) and the corresponding project completion reports have been submitted to the Executive Committee</i>", it would mean that e.g. in refrigeration servicing all activities in the first stage have to be completed and the funds returned. After this the same project has to be restarted again. This is not realistic (e.g. if you have a long term agreement with a training institute, then it has to finish, the remaining funds have to be de-obligated and a new one has to be concluded. This might cause legal problems and serious delays).</p>
7 (c)	<p>We propose to include this paragraph only in the agreements of countries whose HPMP contains industrial conversions.</p>
7 (d)	<p>We think it is not necessary to repeat what is already established as MLF policies. The issue is related to ExCom decisions and not to an agreement with a Country. Therefore, we think it is not necessary to have this clause in the agreements.</p>
7 (e) Using pre-blended systems	<p>We consider that the technical aspects of the projects are negotiated with the Secretariat and we should not include new different technical aspects in the text of the agreements. We propose to remove this clause.</p>
7 (f) HFC alternatives	<p>Considering that HFC issues are still sensitive and not a consensus within the Parties even though this clause had already been included in few Stage II HPMP agreement we propose to add it to the "additional" clauses, so it can be re-written considering national circumstances and after discussion with the Country involved.</p>
8 (b and c) Servicing sector	<p>We propose to maintain the original version including decision 72/41 as reference as was for the Brazilian Agreement.</p> <p>8. "Specific attention will be paid to the execution of the activities in the refrigeration servicing sub-sector included in the Plan, in particular:</p> <p>(a) The Country would use the flexibility available under this Agreement to address specific needs that might arise during project implementation; and</p> <p>(b) The Country and the relevant bilateral and/or implementing agencies will take into consideration decision 72/41 during the implementation of the Plan."</p>

The Government of India

According to decision 75/66 of the Executive Committee, we would like to submit our comments on the template for draft agreement for stage II HPMP. Generally speaking, we think the template should be simple and streamlined with standard clauses, and it should be a reference for drafting an agreement between a country and the ExCom. We noticed that there are some comments at the MOP that the ExCom should provide more flexibility for countries in preparation and implementation of HPMPs. When preparing the template for the draft agreement for stage II HPMP, we should keep in mind that the agreement should be performance-based and that the country-driven approach should be followed to allow countries to retain the flexibility to determine the type of approach that would best enable Article 5 countries to meet their obligations under the Montreal Protocol. If there are specific issues under specific circumstances of a country that the ExCom thinks necessary to include in the agreement, it could be added to the agreement between the ExCom and the country instead of the template used for all countries.

Original clause	Proposed revision	Reason/comments
<p>Para. 3 Subject to compliance by the Country with its obligations set out in this Agreement, the Executive Committee agrees, in principle, to provide the funding set out in row 3.1 of Appendix 2-A to the Country. The Executive Committee will, in principle, provide this funding at the Executive Committee meetings specified in Appendix 3-A (“Funding Approval Schedule”).</p>	<p>Subject to compliance by the Country with its obligations set out in this Agreement, the Executive Committee agrees, in principle, to provide the funding set out in row 3.1 of Appendix 2-A to the Country. The Executive Committee will, in principle, provide this funding at the Executive Committee meetings specified in Appendix 3-A (“Funding Approval Schedule”).</p>	<p>Countries agree to meet the compliance target and the ExCom agrees to provide stable and sufficient funding for HCFC phase-out activities. It is not balanced with the word “in principal”.</p>
<p>Para. 5 (b) That the meeting of these Targets has been independently verified for all relevant years, unless the Executive Committee decided that such verification would not be required.</p>	<p>That the meeting of these Targets has been independently verified before the submission of the last tranche request by the country</p>	<p>Verification for each year may not be required as this would not only unnecessary increase the workload for both the country and the Implementing Agencies, but also delay the implementation process.</p>
<p>Para. 5 (e) That, for the first tranche that is due on a year after the date of completion of the previous stage of the HPMP (as defined in paragraph 14 of the Agreement associated to the previous stage), all tranches from the previous stage have been completed, remaining funds have been returned to the Multilateral Fund (as established in paragraph 7 of the Agreement associated to the previous stage) and the corresponding project completion reports have been submitted to the Executive Committee.</p>	<p>Delete</p>	<p>This paragraph makes a future second stage tranche conditional on the completion of reporting and financial requirement of stage I, which would bring substantial risks of non-compliance for countries. Stage I HPMP and stage II HPMP are relatively separate projects addressing different compliance target. This paragraph would not help timely completion of reporting and financial requirement of stage I HPMP, on the contrary, it would bring a lot of difficulties and impede the implementation of stage II HPMP. What would happen if the country could not meet its subsequent target because new funds not approved?</p>
<p>Para 7. The Executive Committee agrees that the Country may have the flexibility to reallocate part or all of the approved funds, according to the evolving circumstances to achieve the smoothest reduction of consumption and phase-out of the Substances specified in Appendix 1-A:</p> <p>(a) Reallocations categorized as major changes must be documented in advance either in a Tranche Implementation Plan as foreseen in sub-paragraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted eight weeks prior to any meeting of the Executive Committee, for its approval. Major changes would relate to:</p> <p>(iv) Provision of funding for programmes or activities not included in the current endorsed Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 30 per cent of the total cost of the last approved tranche;</p>	<p>Para 7. The Executive Committee agrees that the Country may have the flexibility to reallocate part or all of the approved funds, according to the evolving circumstances to achieve the smoothest reduction of consumption and phase-out of the Substances specified in Appendix 1-A:</p> <p>(a) Reallocations categorized as major changes must be documented in advance either in a Tranche Implementation Plan Report and Plan as foreseen in sub-paragraph 5(d) above, or as a revision to an existing Tranche Implementation Report and Plan to be submitted eight weeks prior to any meeting of the Executive Committee, for its approval. Major changes would relate to:</p> <p>(iv) Provision of funding for programmes or activities not included in the current endorsed Tranche Implementation Plan; or removal of an activity in the Tranche Implementation Plan, with a cost greater than 30 per cent of the total cost of the last approved tranche;</p> <p>(v) Changes due to change in national circumstances.</p>	<p>The language is not clear. Does that mean provision funding for or removal of those activities with a cost greater than 30 per cent of the total cost of the last approved tranche should be considered as major change? Please clarify.</p> <p>It is proposed to add this sub clause as any changes in national circumstances could have an impact on the project implementation and may need appropriate changes in the implementation modalities including cost and timelines.</p>

Original clause	Proposed revision	Reason/comments
<p>Para 7.(c) Should the Country decide during implementation of the Agreement to introduce an alternative technology other than that proposed in the Plan, this would require approval by the Executive Committee as part of a Tranche Implementation Report and Plan or the revision of the approved Plan. Any submission of such a request for change in technology would identify the associated incremental costs, the potential impact to the climate, and any differences in ODP tonnes to be phased out if applicable. The Country agrees that potential savings in incremental costs related to the change of technology would decrease the overall funding level under this Agreement accordingly</p>	Delete	<p>This item may come from specific issues under specific circumstances of some countries, which should not be reflected in the template. The paragraph should not be used as standard clause or starting point of the template. If necessary, these issues should be considered on a case-by-case basis.</p> <p>Moreover, the country should have the flexibility within the overall framework of the agreement signed with the Ex-Com.</p>
<p>Para 7. (d) Any enterprise to be converted to non-HCFC technology included in the Plan and that would be found to be ineligible under the guidelines policies of the Multilateral Fund (i.e., due to foreign ownership or establishment post the 21 September 2007 cut-off date), will would not receive financial assistance. This information would be reported as part of the Tranche Implementation Plan;</p>	Delete	<p>This language should not be in agreement. There is clear decision by Ex-Com that foreign owned enterprises are not eligible for funding. It is unnecessary to put the language here.</p> <p>Partial foreign owned enterprises in a few countries could be eligible.</p>
<p>Para 7. (e) The Country commits to examining the possibility of using pre-blended hydrocarbon systems with low-global warming potential blowing agents instead of blending them inhouse, for those foam enterprises covered under the Plan umbrella project, should this be technically viable, economically feasible and acceptable to the enterprises; and</p>	Delete The country would explore the possibility of using pre blended systems with technically viable, economically feasible, environmentally safe and non-ODS blowing agents.	<p>The paragraph should not be used as standard clause or starting point of the template. In addition, the agreement is not the place to bring in technology preferences for purposes that go beyond the agreement's scope and purpose.</p> <p>Technology issues are already addressed while approving the project. Hence the clause can be retained with the proposed modification.</p>
<p>Para 7. (f) The country agrees, in cases where HFC technologies have been chosen as an alternative HCFC, and taking into account national circumstances related to health and safety: to monitor the availability of substitutes and alternatives that further minimize impacts on the climate; to consider, in the review of regulations standards and incentives adequate provisions that encourage introduction of such alternatives; and to consider the potential for adoption of cost-effective alternatives that minimize the climate impact in the implementation of the HPMP, as appropriate, and inform the Executive Committee on the progress accordingly in tranche implementation reports.</p>	Delete	<p>This clause may not be required as monitoring has already been addressed in clause 6 of the proposed agreement.</p>
<p>Para 7. (fg) Any remaining funds held by the bilateral or implementing agencies or the country under the Plan will be returned to the Multilateral Fund upon completion of the last tranche foreseen under this Agreement.</p>	Any remaining funds held by the bilateral or implementing agencies or the country under the Plan will be returned to the Multilateral Fund upon after completion of all activities of the last tranche <u>are completed foreseen under this Agreement. If</u>	<p>Remaining funding should be returned to the MLF after all activities of the last tranche are completed. The original language is not in line with the policies of the MLF. We should not only consider the remaining funding issues but also the case</p>

Original clause	Proposed revision	Reason/comments
	<p><u>the funding approved in the agreement is not sufficient, the country could request for further financial assistance to the Executive Committee.</u></p> <p>Any remaining funds held by the bilateral or implementing agencies under the Plan will be returned to the Multilateral Fund only after completion of all the activities relating to the project and after the consent of the concerned NOU.</p>	<p>that the approved funding is not sufficient.</p> <p>Consent of the concerned NOU should be mandatory as Implementing Agencies do not return the balance funds directly.</p>
<p>Para 8 consideration for the refrigeration servicing sector</p>	<p>Decision 72/41 should not be included in the para</p>	<p>It is proposed that this section is deleted as the proposed clauses should be dealt with at the HPMP approval stage. In addition, it does not make sense to have this section in HPMPs not dealing with the servicing sector. By having language to “encourage” a country to do something specific, it means that each time a tranche implementation plan is reviewed, the ExCom can use the “encourage” clause to check whether the country has acted on the specific request or not.</p>
<p>Para 8 (c) the county would be encouraged to consider, as needed and feasible, the development of regulations and codes of practice; the adoption of standards for the safe introduction of flammable and/or toxic refrigerants; the implementation of measures to limit the import of HCFC-based equipment and to facilitate the introduction of energy-efficient and climate-friendly alternatives; and implementation of activities in the refrigeration servicing sector on training of technicians and introduction of good service practices such as the safe handling of refrigerants, containment and recovery and recycling and reuse of refrigerants rather than retrofitting.</p>	<p>Delete</p>	
<p>Para. 11. Should the Country, for any reason, not meet the Targets for the elimination of the Substances set out in row 1.2 of Appendix 2-A or otherwise does not comply with this Agreement, then the Country agrees that it will not be entitled to the Funding in accordance with the Funding Approval Schedule. At the discretion of the Executive Committee, funding will be reinstated according to a revised Funding Approval Schedule determined by the Executive Committee IA after the Country has demonstrated that it has satisfied all of its obligations that were due to be met prior to receipt of the next tranche of funding under the Funding Approval Schedule. The Country acknowledges that the Executive Committee may reduce the amount of the Funding by the amount set out in Appendix 7-A (“Reductions in Funding for Failure to Comply”) in respect of each ODP kilogram of reductions in consumption not achieved in any one year. The Executive Committee will discuss each specific case in which the Country</p>	<p>Should the Country, for any reason, including reasons attributing to delay on the part of Ex-Com in approving the tranche or delay in release of funds by the Implementing Agencies not meet the Targets for the elimination of the Substances set out in row 1.2 of Appendix 2-A or otherwise does not comply with this Agreement, then the Country agrees that it will may not be entitled to the Funding in accordance with the Funding Approval Schedule <u>provided, however, that said non-compliance is not the result of actions of the Executive Committee, including, but not limited to, delays in approving and releasing the Funding associated with this Agreement.</u> At the discretion of the Executive Committee, funding will be reinstated according to a revised Funding Approval Schedule determined by the Executive Committee IA after the Country has demonstrated that it has satisfied all of its obligations that were due to be met prior to receipt of the next tranche of funding under the Funding Approval Schedule. The</p>	<p>If the ExCom’s action are detrimental to compliance, the country should not be punished.</p>

Original clause	Proposed revision	Reason/comments
<p>did not comply with this Agreement, and take related decisions. Once decisions are taken, the specific case of not compliance with this Agreement will not be an impediment for the provision of funding for future tranches as per paragraph 5 above.</p>	<p>Country acknowledges that the Executive Committee may reduce the amount of the Funding by the amount set out in Appendix 7-A (“Reductions in Funding for Failure to Comply”) in respect of each ODP kilogram of reductions in consumption not achieved in any one year. The Executive Committee will discuss each specific case in which the Country did not comply with this Agreement, and take related decisions. Once decisions are taken, the specific case of not compliance with this Agreement will not be an impediment for the provision of funding for future tranches as per paragraph 5 above.</p>	
<p>Para. 15. All of the conditions set out in this Agreement are undertaken solely within the context of the Montreal Protocol and as specified in this Agreement. All terms used in this Agreement have the meaning ascribed to them in the Montreal Protocol unless otherwise defined herein.</p>	<p>A new paragraph to be added after this one: 16. This Agreement may be modified or terminated only by mutual written agreement of the Country and the Executive Committee of the Multilateral Fund.</p>	<p>To reinforce that changes cannot be made by just one party to the agreement.</p>
<p>APPENDIX 4-A</p> <p>1. The submission of the Tranche Implementation Report and Plans for each tranche request will consist of five parts: (a) A narrative report, with data provided by calendar year tranche, regarding describing the progress achieved since the year prior to the previous report, reflecting the situation of the Country in regard to phase out of the Substances, how the different activities contribute to it, and how they relate to each other. The report should include the amount of ODS phased out as a direct result from the implementation of activities, by substance, and the alternative technology used and the related phase-in of alternatives, to allow the Secretariat to provide to the Executive Committee information about the resulting change in climate relevant emissions. The report should further highlight successes, experiences, and challenges related to the different activities included in the Plan, reflecting any changes in the circumstances in the Country, and providing other relevant information. The report should also include information on and justification for any changes vis-à-vis the previously submitted Tranche Implementation Plan(s), such as delays, uses of the flexibility for reallocation of funds during implementation of a tranche, as provided for in paragraph 7 of this Agreement, or other changes;</p> <p>(c) A written description of the activities to be undertaken until and including the year of the planned submission of the next</p>	<p>APPENDIX 4-A</p> <p>1. The submission of the Tranche Implementation Report and Plans for each tranche request will consist of five parts: (a) A narrative report, with data provided by calendar year tranche, regarding describing the progress achieved since the year prior to the previous report, reflecting the situation of the Country in regard to phase out of the Substances, how the different activities contribute to it, and how they relate to each other. The report should include the amount of ODS phased out as a direct result from the implementation of activities, by substance, and the alternative technology used and the related phase-in of alternatives, to allow the Secretariat to provide to the Executive Committee information about the resulting change in climate relevant emissions. The report should further highlight successes, experiences, and challenges related to the different activities included in the Plan, reflecting any changes in the circumstances in the Country, and providing other relevant information. The report should also include information on and justification for any changes vis-à-vis the previously submitted Tranche Implementation Plan(s), such as delays, uses of the flexibility for reallocation of funds during implementation of a tranche, as provided for in paragraph 7 of this Agreement, or other changes;</p> <p>(c) A written description of the activities to be undertaken until and including the year of the planned submission of the next</p>	<p>This explanation goes beyond the scope of project reporting, and it should be deleted.</p> <p>We don’t understand why such detailed information such as milestones of activities should be included in the tranche implementation plan. An HPMP aims to help countries to achieve the compliance target; the template should not focus on detailed information such as milestone of an activity.</p>

Original clause	Proposed revision	Reason/comments
<p>tranche request during the period covered by the requested tranche, highlighting implementation milestones, the time of completion and the interdependence of the activities, and taking into account experiences made and progress achieved in the implementation of earlier tranches; the data in the plan will be provided by calendar year. The description should also include a reference to the overall Plan and progress achieved, as well as any possible changes to the overall Plan that are foreseen. The description should cover the years specified in sub-paragraph 5(d) of the Agreement. The description should also specify and explain in detail such changes to the overall plan. This description of future activities can be submitted as a part of the same document as the narrative report under sub-paragraph (b) above;</p>	<p>tranche request during the period covered by the requested tranche, highlighting implementation milestones, the time of completion and the interdependence of the activities, and taking into account experiences made and progress achieved in the implementation of earlier tranches; the data in the plan will be provided by calendar year. The description should also include a reference to the overall Plan and progress achieved, as well as any possible changes to the overall Plan that are foreseen. The description should cover the years specified in sub-paragraph 5(d) of the Agreement. The description should also specify and explain in detail such changes to the overall plan. This description of future activities can be submitted as a part of the same document as the narrative report under sub-paragraph (b) above;</p>	
<p>APPENDIX 6-A – Role of Implementing Agencies</p>	<p>To add the following: Timely release of funds to the country/participating enterprises for completing the activities relating to the project. 6(a)f-Verification should be done before the submission of last tranche report for the concerned calendar years. Verification may be done once in two calendar years.</p>	<p>Quite often delay by Implementing Agencies cause delays to the project.</p>

We appreciate the great efforts the Secretariat has made to develop the template in order to facilitate the approval of HPMPs submitted by Article 5 countries. We would like to work with the Secretariat, the implementing agencies and other Ex-Com members at the future meetings to finalize the template as early as possible.

The Government of Italy

We would like to thank the Secretariat for updating the template, we noted that text from CRP submitted by Italy at the 75 ExCom meeting has been included, but we would also like to see reflected in the document a reference to the Decision XIX/6 and we appreciate the proposal to foresee a separate section on “Consideration of alternatives”.

With regard to para 5 e) we agree on the importance to promote expeditious financial completion of stage I once activities are completed, but at the same time we share the concerns that this pre-condition could generate delays in tranche release, given the time required to return balances. Probably we would need to demonstrate some flexibility, we would therefore welcome other options to be explored and proposed.
