



**United Nations  
Environment  
Programme**

Distr.  
GENERAL

UNEP/OzL.Pro/ExCom/64/53  
31 August 2011

ORIGINAL: ENGLISH



EXECUTIVE COMMITTEE OF  
THE MULTILATERAL FUND FOR THE  
IMPLEMENTATION OF THE MONTREAL PROTOCOL  
Sixty-fourth Meeting  
Montreal, 25-29 July 2011

**REPORT OF THE SIXTY-FOURTH MEETING OF THE EXECUTIVE COMMITTEE**

Introduction

1. The Ozone Secretariat having changed the venue of the 31<sup>st</sup> meeting of the Open-ended Working Group of the Parties to the Montreal Protocol on Substances that Deplete the Ozone Layer, and bearing in mind paragraph 1(a) of decision XVII/47 of the Seventeenth Meeting of the Parties to the Montreal Protocol, members of the Executive Committee had been consulted with a view to amending decision 62/71 of the 62<sup>nd</sup> meeting of the Executive Committee in order to enable the 64<sup>th</sup> meeting of the Executive Committee to be held back-to-back with the meeting of the Open-ended Working Group. Accordingly, the 64<sup>th</sup> meeting of the Executive Committee of the Multilateral Fund for the Implementation of the Montreal Protocol was held at the headquarters of the International Civil Aviation Organization, Montreal, Canada, from 25 to 29 July 2011.
2. The meeting was attended by representatives of the following countries, members of the Executive Committee in accordance with decision XXII/24 of the Twenty-Second Meeting of the Parties to the Montreal Protocol:
  - (a) Parties not operating under paragraph 1 of Article 5 of the Protocol: Australia (Chair), Belgium, the Czech Republic, France, Japan, Switzerland, and the United States of America; and
  - (b) Parties operating under paragraph 1 of Article 5 of the Protocol: Argentina, China (Vice-Chair), Cuba, Grenada, Kenya, Kuwait and Morocco.
3. In accordance with the decisions taken by the Executive Committee at its second and eighth meetings, representatives of the United Nations Development Programme (UNDP), the United Nations Environment Programme (UNEP), both as implementing agency and as Treasurer of the Fund, the United Nations Industrial Development Organization (UNIDO) and the World Bank attended the meeting as observers.
4. The Executive Secretary and the Deputy Executive Secretary of the Ozone Secretariat and the President and Vice-President of the Implementation Committee under the Non-Compliance Procedure for the Montreal Protocol were also present.

5. A representative of the Secretariat of the Global Environment Facility (GEF) and the Co-Chair of the Technology and Economic Assessment Panel (TEAP) also attended. Representatives of the Alliance for Responsible Atmospheric Policy and the Environmental Investigation Agency attended as observers.

### **AGENDA ITEM 1: OPENING OF THE MEETING**

6. The meeting was opened by the Chair, Mr. Patrick McInerney (Australia), who highlighted the Executive Committee's opportunity at the present meeting to provide guidance and direction. Guidance was being sought on a communication strategy to disseminate lessons learned, and on the need for an evaluation of ODS legislation in Article 5 countries. Direction was required regarding a new issue identified by the Secretariat, that of funding eligibility in line with decision 60/44 for countries with HCFC consumption in the servicing sector between 361 to 400 metric tonnes.

7. In its efforts to ensure consistent guidelines for HCFC phase-out management plans (HPMPs) and a smoother review and approval process, the Executive Committee would be considering the outstanding issues of HPMPs that addressed more than 10 per cent of the baseline by 2015, the flexibility provision under the HPMP, and the situation of countries with total HCFC consumption above 360 metric tonnes where the guidelines required the consumption in the manufacturing sector to be addressed first to meet 2013 and 2015 control measures. The HPMP for Indonesia and the sector plans for HCFC phase-out in China, which had been considered at the 63<sup>rd</sup> meeting, were again before the Executive Committee. The Executive Committee's agreement on those proposals was deemed critical to secure global compliance with the Montreal Protocol's HCFC phase-out control measures.

8. In addition to the outstanding HPMPs and those presented to the 64<sup>th</sup> meeting, the Executive Committee would be examining the implementing agencies' work programmes. Two reports from the Secretariat were also being presented to the Executive Committee for its consideration: one on the implementation of ODS disposal projects required by decision 58/19, and an update on the Multilateral Fund Climate Impact Indicator (MCII), as requested at the 63<sup>rd</sup> meeting.

9. Finally, as the Meeting of the Open-ended Working Group to be held immediately subsequent to the Executive Committee meeting would be making a recommendation on replenishment; through its decisions, project approvals and resolution of outstanding issues, the Executive Committee would convey its unwavering commitment to assist Article 5 countries in meeting the targets of the Montreal Protocol.

### **AGENDA ITEM 2: ORGANIZATIONAL MATTERS**

#### **(a) Adoption of the agenda**

10. The Executive Committee adopted the agenda of the meeting on the basis of the provisional agenda contained in document UNEP/OzL.Pro/ExCom/64/1.

1. Opening of the meeting.
2. Organizational matters:
  - (a) Adoption of the agenda;
  - (b) Organization of work.
3. Secretariat activities.
4. Status of contributions and disbursements.

5. Status of resources and planning:
  - (a) Report on balances and availability of resources;
  - (b) 2011-2014 business plans and annual tranche submission delays;
  - (c) Status of implementation of delayed projects and prospects of Article 5 countries in achieving compliance with the next control measures of the Montreal Protocol.
  
6. Programme implementation:
  - (a) Monitoring and evaluation:
    - (i) Strategy for the dissemination and communication of lessons learned;
    - (ii) Report on the review of document “Regulations to Control Ozone Depleting Substances: a Guide Book (2000)”;
  - (b) Progress reports as at 31 December 2010:
    - (i) Consolidated progress report;
    - (ii) Bilateral agencies;
    - (iii) UNDP;
    - (iv) UNEP;
    - (v) UNIDO;
    - (vi) World Bank;
  - (c) Evaluation of the implementation of the 2010 business plans.
  
7. Report on implementation of approved projects with specific reporting requirements.
  
8. Project proposals:
  - (a) Overview of issues identified during project review;
  - (b) Bilateral cooperation;
  - (c) Amendments to work programmes for 2011:
    - (i) UNDP;
    - (ii) UNEP;
    - (iii) UNIDO;
    - (iv) World Bank;
  - (d) Investment projects.

9. Report on implementation of disposal projects (decision 58/19).
10. Report on the Multilateral Fund Climate Impact Indicator (decisions 59/45, 62/62 and 63/62).
11. Provisional 2010 accounts.
12. Report of the Sub-group on the Production Sector.
13. Other matters.
14. Adoption of the report.
15. Closure of the meeting.

11. The Executive Committee agreed to include a sub-item under agenda item 13 (Other matters) on the report by UNEP (document UNEP/OzL.Pro/ExCom/64/Inf.2/Rev.1) regarding the implementation of Montreal Protocol activities in Haiti post the impact of the devastating 2010 earthquake, pursuant to decisions 61/52 and 62/70 of the Executive Committee. At the request of the Secretariat, a sub-item on the date and venue of the 65<sup>th</sup> meeting of the Executive Committee was also included under agenda item 13.

**(b) Organization of work**

12. Following a discussion in which reassurance was sought and given that the issue of funding reductions in HCFC consumption greater than 10 per cent of the baseline by 2015 would be discussed under agenda item 8(a) (Overview of issues identified during project review), the meeting agreed to follow its customary procedure.

13. It was noted that the Sub-group on the Production Sector would meet in the margins of the meeting, with the following composition: Argentina, China, Cuba and Kuwait, representing Article 5 countries, and Australia (convenor), Japan, Switzerland and the United States of America representing non-Article 5 countries.

**AGENDA ITEM 3: SECRETARIAT ACTIVITIES**

14. The Chief Officer introduced document UNEP/OzL.Pro/ExCom/64/2, which provided an overview of the work done by the Secretariat since the 63<sup>rd</sup> meeting.

15. The Secretariat had prepared over 50 documents for the present meeting, including 28 related to funding projects in specific Article 5 countries, of which 24 were new HPMPs, and had reviewed 111 funding requests amounting to nearly US \$711.5 million. Seventy-two projects representing funding requests of about US \$684 million were for individual consideration by the Committee, and 29 representing almost US \$5.3 million, were recommended for blanket approval.

16. Key documents prepared by the Secretariat for the 64<sup>th</sup> meeting included the overview of issues identified during project review, a report on Multilateral Fund resources, the progress reports of the implementing agencies, and the review of projects with specific reporting requirements, including a number of HCFC demonstration and investment projects.

17. The Fund Secretariat's Senior Economic Affairs Officer had attended the Second Meeting of the Transitional Committee of the United Nations Framework Convention on Climate Change (UNFCCC). He had also given a presentation on the Multilateral Fund's governance, business model, access modalities and resulting overall achievements at the Workshop for the Transitional Committee of the

Green Climate Fund in Tokyo on 12 July 2011 that had immediately preceded the Transitional Committee Meeting. The presentation was available on the Multilateral Fund's website.

18. Lastly, the Chief Officer announced that Mr. Alejandro Ramirez Pabón had joined the Secretariat in May as a Senior Programme Management Officer.

19. The Executive Committee took note with appreciation of the report on Secretariat activities.

#### **AGENDA ITEM 4: STATUS OF CONTRIBUTIONS AND DISBURSEMENTS**

20. The Treasurer introduced document UNEP/OzL.Pro/ExCom/64/3 and provided updated information on countries' contributions to the Fund as at 22 July 2011. He noted that additional contributions amounting to approximately US \$44,790,000 had been received since the document had been published.

21. One member expressed concern that, as it was the last year of the 2009-2011 triennium, there was a risk of a carry-over to the next triennium should all the funds not be allocated for project implementation at the present meeting, as had been the case for the previous replenishment.

22. The Executive Committee decided:

- (a) To note the report of the Treasurer on the status of contributions and disbursements and the information on promissory notes as contained in Annex I to the present report;
- (b) To urge all Parties to pay their contributions to the Multilateral Fund in full and as early as possible; and
- (c) To recall decision XI/7 of the Eleventh Meeting of the Parties, which called for the Executive Committee to take action to ensure as far as possible that the whole of the budget had been committed by the end of the triennium.

**(Decision 64/1)**

#### **AGENDA ITEM 5: STATUS OF RESOURCES AND PLANNING**

##### **(a) Report on balances and availability of resources**

23. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/64/4. After the document had been issued, the Secretariat had received an official request from the Government of Peru to change the implementing agencies for the terminal phase-out management plan (TPMP) in Peru, approved at the 55<sup>th</sup> meeting, from UNEP and UNDP to UNEP and UNIDO. The report also raised the issue of unobligated balances still held by UNIDO for projects completed over two years previously.

24. The Executive Committee reiterated decision 31/2 (a)(i) and (ii) and asked UNIDO to provide an update on when the remaining unobligated balances from completed projects would be returned in full. The representative of UNIDO responded that it would continue to clear all remaining obligations in order to financially complete the projects and would subsequently return any unobligated balances for individual projects currently on the list to the Fund by the 66<sup>th</sup> meeting of the Committee. In the interim, UNIDO would continue to provide information to the Committee on when unobligated balances would be returned.

25. The Executive Committee decided:

- (a) To note the report on balances and availability of resources contained in document UNEP/OzL.Pro/ExCom/64/4;
- (b) To note that the net level of funds being returned by the implementing agencies to the 64<sup>th</sup> meeting was US \$976,400 against projects, which included the return of US \$538,420 from UNDP, US \$403,062 from UNEP, and US \$34,918 from UNIDO;
- (c) To note that the net level of support costs being returned by the implementing agencies to the 64<sup>th</sup> meeting was US \$499,244 against projects, which included the return of US \$58,920 from UNDP, US \$46,538 from UNEP, US \$3,080 from UNIDO and US \$390,706 from the World Bank;
- (d) To note that implementing agencies had balances totalling US \$1,804,588, excluding support costs, from projects completed over two years previously, which included US \$333,721 for UNDP, US \$268,110 for UNEP, US \$546,436 for UNIDO, and US \$656,321 for the World Bank;
- (e) To note that bilateral agencies had balances totalling US \$139,340, excluding support costs attributed to France and Japan, from projects completed over two years previously;
- (f) To note that the net level of funds and support costs being returned by Canada to the 64<sup>th</sup> meeting was US \$23,736;
- (g) To approve the transfer of the preparation of the HCFC phase-out management plan in Argentina (ARG/PHA/55/PRP/157) from UNDP to UNIDO, in accordance with decision 63/5(i), at the amount of US \$43,657 in project costs, plus US \$3,274 in support costs;
- (h) To approve the transfer of the terminal phase-out management plan in Peru from UNEP and UNDP to UNEP and UNIDO and to request UNDP to return the remaining balance by the 65<sup>th</sup> meeting of the Executive Committee; and
- (i) To note UNIDO's commitment to return unobligated balances from individual completed projects in full by the 66<sup>th</sup> meeting of the Executive Committee.

**(Decision 64/2)**

**(b) 2011-2014 business plans and annual tranche submission delays**

26. The representative of the Secretariat introduced documents UNEP/OzL.Pro/ExCom/64/5 and Add.1, and said that the total value of the 2011 business plan was US \$258.5 million against a 2011 budget of US \$275.4 million, which meant that US \$16.9 million of the budget had not been allocated. The total value of the multi-year agreements (MYAs) in the 2011-2014 business plans, however, still exceeded that in the business plans by about US \$100 million, including US \$26.9 million for the year 2011.

27. The Executive Committee decided:

- (a) To note:
  - (i) The report on the status of the 2011 business plans as contained in documents UNEP/OzL.Pro/ExCom/64/5 and Add.1, and the fact that US \$64.9 million in

activities in plans required for compliance had not been submitted to the 64<sup>th</sup> meeting;

- (ii) The information on annual tranche submission delays under multi-year agreements (MYAs) submitted to the Secretariat by the World Bank as contained in document UNEP/OzL.Pro/ExCom/64/5;
  - (iii) That three out of four annual tranches of MYAs due for submission had been submitted on time to the 64<sup>th</sup> meeting; and
- (b) To request the World Bank to work with the Government of India to expedite the signing of the agreements for the accelerated CFC production sector closure project (IND/PRO/59/INV/435) as soon as possible to enable the second tranche of the agreement to be submitted to the 65<sup>th</sup> meeting.

**(Decision 64/3)**

**(c) Status of implementation of delayed projects and prospects of Article 5 countries in achieving compliance with the next control measures of the Montreal Protocol**

28. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/64/6.

29. After hearing updated status reports from UNIDO and the World Bank, a clarification of the definition of countries at risk of non-compliance, a request from Argentina to be removed from table 5 in document UNEP/OzL.Pro/ExCom/64/6 because the next control measure for methyl chloroform (TCA) would be in three years, and a request from France to remove the project “African customs enforcement networks for preventing illegal trade of ODS in African sub-regional trade organizations (CEMAC, COMESA, SACU and UEMOA)” (AFR/SEV/53/TAS/39) from the list of projects for possible cancellation as it has been progress on the project, the Executive Committee decided:

- (a) To note:
  - (i) With appreciation, the status reports on projects with implementation delays submitted to the Secretariat by the Governments of Canada, France and the four implementing agencies, addressed in document UNEP/OzL.Pro/ExCom/64/6;
  - (ii) That 29 country programme reports for the year 2010 had been submitted through the web-based system, which had been initiated on 25 April 2007;
  - (iii) The completion of one of the 15 projects listed with implementation delays;
  - (iv) That the Secretariat and the implementing agencies would take established actions according to the Secretariat’s assessments (progress or some progress) and report to and notify governments and implementing agencies as required;
- (b) To request:
  - (i) Additional status reports on the projects listed in Annexes II and III to the present report;
  - (ii) The Governments of Israel, Japan and Portugal to provide their implementation delay reports to the 65<sup>th</sup> meeting of the Executive Committee; and

- (c) To urge the Government of Ethiopia to approve its licensing system as soon as possible.

**(Decision 64/4)**

## **AGENDA ITEM 6: PROGRAMME IMPLEMENTATION**

### **(a) Monitoring and evaluation**

#### **(i) Strategy for the dissemination and communication of lessons learned**

30. The Senior Monitoring and Evaluation Officer introduced document UNEP/OzL.Pro/ExCom/64/7. She explained that, although the item had originally been intended for the 65<sup>th</sup> meeting, it was being submitted to the present meeting to facilitate planning and budgeting activities. She stressed that the purpose of the dissemination strategy was to formulate and convey the relevant information in a user-friendly manner so as to make the knowledge more accessible.

31. Several members questioned the need for a new mechanism to disseminate lessons learned, pointing out that other mechanisms already existed for that purpose.

32. Representatives of the implementing agencies confirmed that the agencies had internalized lessons learned and saw no pressing need for a new database. They also expressed concern at the possibility that such a project would add to their workload, which was already heavy.

33. The Executive Committee decided:

- (a) To take note of the proposed dissemination and communication strategy on lessons learned; and
- (b) In view of the insufficient interest within the Committee, not to proceed with the project.

**(Decision 64/5)**

#### **(ii) Report on the review of document “Regulations to Control Ozone-Depleting Substances: a Guide Book (2000)”**

34. The Senior Monitoring and Evaluation Officer introduced document UNEP/OzL.Pro/ExCom/64/8. She explained that it had originally been the intention to discuss the item at the 65<sup>th</sup> meeting, but it was being submitted to the present meeting to facilitate planning and budgeting activities. The document in question had been reviewed to help decide whether to include an evaluation of legislation, regulations and quotas in the 2012 work programme.

35. Members asked how often the current guidebook had been used, by either the countries or the implementing agencies, and queried the utility of the proposed evaluation. After some discussion, it was agreed that the item should be presented to the 65<sup>th</sup> meeting, as originally planned, addressing the issues raised by Committee members at the present meeting.

### **(b) Progress reports as at 31 December 2010**

#### **(i) Consolidated progress report**

36. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/64/9.

37. The Secretariat had raised several issues and sought guidance from the Executive Committee for its review of administrative costs, which were due for submission at the Committee's 65<sup>th</sup> meeting. It had highlighted the fact that costs had historically been approximately 11 per cent of total project costs, but had risen to just over 14 per cent for the year 2010. Without systematic responses from all four implementing agencies with respect to questions regarding their progress reports, it was difficult for the Secretariat to draw accurate conclusions.

38. Regarding provision of additional information in progress reports, the Secretariat was proposing that it merely review the financial penalties applicable to non-reporting in comparable financial mechanisms to see how other bodies dealt with the matter. Several members felt that it was preferable to address the root cause of the problem, which concerned primarily the provision by some agencies of up-to-date information after 31 December. It was considered, however, that operational guidelines indicated that such information could be submitted by the implementing agencies to support the Executive Committee in performing its functions.

39. One member emphasized that the Executive Committee relied extensively on information collected by the Secretariat and provided to the Executive Committee and it was, therefore, vital that the questions posed by the Secretariat be answered in a timely fashion. He suggested that the Committee consider transforming the administrative cost framework to include a portion as a performance-based payment related to complete and timely reporting by the implementing agencies.

40. Given the difference in interpretation of the guidance by the implementing agencies and the Secretariat, it was proposed that they discuss ways of streamlining the reporting process to ensure that there were clear and shared expectations and definite deadlines. Issues to be considered included: projects approved at the last Executive Committee meeting of the reporting year which were not yet under way by 31 December, and projects that had been foreseen to finish in the first half of the year following the progress report and about which more information might be sought after 31 December. One suggestion was that the financial reporting could continue to reflect the situation as at 31 December but that the narrative reporting could also cover progress achieved up to May of the following year. It was hoped that the Secretariat and the implementing agencies could work together in a cooperative spirit to share their respective experiences regarding the reporting process, leading to improvements in the information available to the Executive Committee and making best use of the Secretariat and the agencies for implementation of the Montreal Protocol.

41. The representative of Argentina requested that her country be removed from the list of countries being requested to expedite the completion of individual CFC phase-out investment projects planned to be completed after 2011 because it was on track according to the original schedule.

42. With respect to guidance for the administrative costs review, further clarification was requested regarding the "changing roles of the four implementing agencies" as written in paragraph (d) of the Secretariat's recommendation. The representative of the Secretariat gave several examples, saying that, in the past, agencies had been dealing with a variety of ODS whereas now they were concentrating almost exclusively on HCFCs; that there were now more instances of multiple implementing agencies, with lead agencies and cooperating agencies; and that there was greater regionalization of UNEP activities. There was agreement that future administrative costs should remain at historic levels or lower.

43. The Executive Committee decided:

(a) To note:

- (i) The consolidated progress report of the Multilateral Fund as contained in document UNEP/OzL.Pro/ExCom/64/9;
- (ii) That:
  - a. Project document/agreement signatures had not been reported for 26 of the 61 approved HCFC phase-out management plans (HPMPs);
  - b. Twenty-one countries with approved institutional strengthening projects did not have the signed project document/agreement needed to initiate project implementation and eight countries had outstanding progress and financial reports due to agencies to enable the release of funding;
  - c. Co-financing had been obtained for chiller demonstration projects;
  - d. Metered-dose inhaler (MDI) CFC phase-out projects were progressing but would largely be completed after 2011;

(b) To urge:

- (i) The respective governments of the following countries that planned to complete their refrigerant management plans, terminal phase-out management plans and national phase-out plans for CFC phase-out by 2012 to make every effort to integrate those activities into HPMPs as appropriate: Barbados, Brunei Darussalam, Guinea-Bissau, Haiti, Kuwait, Maldives, Myanmar, Nicaragua, Peru, Sri Lanka, Suriname and Yemen;
- (ii) Bilateral and implementing agencies to expedite the necessary signing of project documents/agreements to enable the initiation of approved HPMPs;
- (iii) The respective governments of the following countries whose HPMPs appeared to be at an initial stage of preparation to expedite their efforts to submit their HPMPs as soon as possible to enable the initiation of activities to facilitate compliance with the 2013 freeze and 2015 control measures for HCFC phase-out: Barbados, Brunei Darussalam, Eritrea, Haiti, Mauritania, Peru and the Philippines;
- (iv) The respective governments of the following countries to expedite the completion of their individual CFC phase-out investment projects that were planned to be completed after 2011:
  - a. Bangladesh, China, Colombia, India (2) and Pakistan, with respect to their MDI projects;
  - b. China with respect to the pharmaceutical aerosol sector project;
- (v) The respective governments of the following countries with outstanding preparatory activities for ODS disposal demonstration projects to expedite the submission of their requests: Algeria, Brazil, China, Colombia, India, Indonesia, Lebanon, Mexico (World Bank project), Nigeria, the Philippines, and Turkey;

- (c) To request the Fund Secretariat:
  - (i) To convene a meeting with the bilateral and implementing agencies to define the exact nature, content and timing of status information to be provided in the progress reports while exploring ways to further systematize and streamline reporting on progress to the Executive Committee across the spectrum of reports;
  - (ii) To report on meeting outcomes to the Executive Committee at its 65<sup>th</sup> meeting;
  - (iii) To consider in the context of its review of administrative costs to be submitted to the 65<sup>th</sup> meeting pursuant to decision 62/25(c):
    - a. Whether the current administrative cost regime continued to be appropriate in light of the changing roles and portfolios of implementing agencies;
    - b. Options for ensuring that the overall administrative cost ratio remained within the historical average or lower; and
- (d) To request bilateral and implementing agencies to indicate planned completion dates for activities completed prior to the submission of the annual progress and financial report that reflect actual project completion.

**(Decision 64/6)**

**(ii) Bilateral agencies**

44. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/64/10 and explained that additional progress reports were required to monitor: fund disbursement; an agreement for a training institution; a demonstration project; and project preparation completion. They were also a means of identifying co-financing options. Progress reports were essential as they were the only means of determining whether a project had been completed and all the project funds had been disbursed.

45. The Executive Committee decided:

- (a) To note with appreciation the progress reports submitted by the Governments of Australia, Canada, the Czech Republic, Finland, France, Germany, Italy, Japan, Portugal, Spain and Sweden contained in document UNEP/OzL.Pro/ExCom/64/10;
- (b) To request the Governments of Israel and Switzerland to provide their progress reports to the 65<sup>th</sup> meeting of the Executive Committee;
- (c) To request the Governments of Australia, Canada, France, Italy, Japan, Portugal, and Spain to provide reports to the 65<sup>th</sup> meeting on the projects with implementation delays listed in table 2 of document UNEP/OzL.Pro/ExCom/64/10; and
- (d) To request the submission of additional status reports to the 65<sup>th</sup> meeting on the following:
  - (i) The CFC phase-out plan in the Lao People's Democratic Republic (LAO/PHA/61/INV/21), implemented by France, in order to monitor fund disbursement;

- (ii) The identification of co-financing options for each of the countries participating in the “strategic demonstration project for accelerated conversion of CFC chillers in five African countries (Cameroon, Egypt, Namibia, Nigeria and Sudan)” (AFR/REF/48/DEM/36), implemented by France;
- (iii) An agreement for a training institution for the project “African customs enforcement network in the African sub-regional trade organizations (CEMAC, COMESA, SACU and UEMOA)” (AFR/SEV/53/TAS/39), implemented by France;
- (iv) Completion of the demonstration project to validate the use of super-critical CO<sub>2</sub> in the manufacture of sprayed polyurethane rigid foam” in Colombia (COL/FOA/60/DEM/75), implemented by Japan, if it had not been completed by the 65<sup>th</sup> meeting;
- (v) The identification of co-financing options for each of the countries participating in the “strategic demonstration project for accelerated conversion of CFC chillers in five African countries (Cameroon, Egypt, Namibia, Nigeria and Sudan)” (AFR/REF/48/DEM/35), implemented by Japan; and
- (vi) Project preparation for a demonstration project on ODS disposal in the Asia and Pacific region (ASP/DES/54/PRP/53), implemented by Japan, if the request for funding was not submitted to the 65<sup>th</sup> meeting.

**(Decision 64/7)**

**(iii) UNDP**

46. The representative of UNDP introduced document UNEP/OzL.Pro/ExCom/64/11, highlighting the progress that had been made in obtaining document signatures for the HPMP and institutional strengthening (IS) projects in Nigeria, IS project in Venezuela and for the destruction demonstration project in Cuba and that the status reports on the ODS disposal projects in Brazil (BRA/DES/57/PRP/288) and Colombia (COL/DES/59/PRP/74) would be submitted to the 66<sup>th</sup> meeting of the Executive Committee. In the context of administrative cost ratios, she said that, when looking at agencies changing portfolios, administrative costs should be analysed as a trend and not based on a single year.

47. After discussing whether countries that planned to submit HPMPs in 2012 already had legislation enabling them to move quickly to meet the HCFC freeze in 2013, the fact that the HPMP for Cuba would be presented to the 65<sup>th</sup> meeting at the end of 2011 instead of 2012, and that demonstration projects for ODS destruction were more challenging as diverse stakeholders with competing needs made a coherent and sustainable approach more elusive, the Executive Committee decided:

- (a) To note UNDP’s progress report contained in document UNEP/OzL.Pro/ExCom/64/11;
- (b) To request the submission of additional status reports to the 65<sup>th</sup> meeting on the following projects owing to low rates of disbursement of approved funds:

CFC phase-out projects:

- (i) Guatemala (GUA/PHA/56/INV/35);
- (ii) Haiti (HAI/PHA/58/INV/14);
- (iii) Maldives (MDV/PHA/53/INV/15);

- (iv) Peru (PER/PHA/55/INV/41);

HCFC demonstration projects:

- (i) Brazil (BRA/FOA/58/DEM/292);
- (ii) China for HFC-32 (CPR/REF/60/DEM/498) and for ammonia/CO<sub>2</sub> technology (CPR/REF/60/DEM/499);
- (iii) Egypt (EGY/FOA/58/DEM/100);
- (iv) Turkey (TUR/FOA/60/DEM/96);

Chiller projects

- (i) Brazil (BRA/REF/47/DEM/275);
  - (ii) Colombia (COL/REF/47/DEM/65);
- (c) To request the submission of additional status reports to the 65<sup>th</sup> meeting on the following projects in order to monitor the signing of project documents:
- (i) HCFC phase-out management plan (HPMP) activities in:
    - a. Armenia (ARM/PHA/62/INV/06);
    - b. Belize (BZE/PHA/62/INV/26);
    - c. Cambodia (KAM/PHA/61/INV/24);
    - d. Maldives (MDV/PHA/60/INV/20);
    - e. Sri Lanka (SRL/PHA/62/INV/40);
  - (ii) Conversion from HCFC-141b to cyclopentane technology in manufacturing refrigeration equipment insulation foam at Walton Hi-Tech Industries Limited in Bangladesh (BGD/FOA/62/INV/38);
  - (iii) Institutional strengthening (IS) project in Bangladesh (BGD/SEV/61/INS/37);
- (d) To request the submission of additional status reports to the 65<sup>th</sup> meeting on the following projects in order to monitor:
- (i) The status of completion of the reporting requirements for the IS project in Sri Lanka (SRL/SEV/61/INS/38);
  - (ii) The status of implementation of the refrigerant management plan (RMP) in Barbados (BAR/REF/43/TAS/11 and BAR/REF/43/TAS/12);
  - (iii) The status of the bidding for the recovery and recycling (R&R) equipment for the RMP in Brunei Darussalam (BRU/REF/44/TAS/10);

- (iv) The resolution of procedural problems with respect to the subcontract with the R&R centres and the bidding for the R&R equipment for the RMP in Guinea-Bissau (GBS/REF/43/TAS/07);
  - (v) The RMP component for recovery and recycling of CFC-12 refrigerant in Haiti (HAI/REF/39/TAS/04) and the RMP monitoring component in Haiti (HAI/REF/39/TAS/06), in light of the problems associated with the earthquake in Haiti, bearing in mind decision XXII/12 of the Twenty-second Meeting of the Parties;
  - (vi) The status of disbursement of funds for the halon banking project in the Dominican Republic (DOM/HAL/51/TAS/39) and Chile (CHI/HAL/51/TAS/164);
  - (vii) The submission of a status report if the HPMP project for Cuba (CUB/PHA/56/PRP/40) was not submitted to the 65<sup>th</sup> meeting;
  - (viii) The status of completion of ODS disposal preparation activities in the following countries if the projects were not submitted to the 65<sup>th</sup> meeting:
    - a. Brazil (BRA/DES/57/PRP/288);
    - b. Colombia (COL/DES/59/PRP/74);
    - c. India (IND/DES/61/PRP/437);
  - (ix) The completion of the signing of the required company agreements for the MDI project in Pakistan (PAK/ARS/56/INV/71);
  - (x) The status of installation of equipment for the process agent project in Colombia (COL/PAG/48/INV/66); and
- (e) To note that UNDP would report to the 65<sup>th</sup> meeting on up to seven projects with implementation delays, including five projects that had been classified as such in 2009.

**(Decision 64/8)**

**(iv) UNEP**

48. The representative of UNEP introduced document UNEP/OzL.Pro/ExCom/64/12, highlighting issues of interest in the various regions where UNEP carried out capacity-building and knowledge transfer activities, and reiterating that UNEP had answered the Secretariat's questions on projects approved at the 62<sup>nd</sup> meeting within the agreed time limit.

49. After being informed that Grenada had signed the HPMP document with the implementing agency, the Executive Committee considered whether the countries that would be submitting their HPMPs in 2012, namely Barbados, Brunei Darussalam, Ecuador, Eritrea, Haiti and Mauritania, had legislation in place to ensure that they would be able to meet the 2013 freeze in less than a year. The Executive Committee decided:

- (a) To note:
  - (i) UNEP's progress report contained in document UNEP/OzL.Pro/ExCom/64/12;
  - (ii) The report on expenditures for the 2010 CAP budget and the return of funds pursuant to decision 35/36(d);
- (b) To request the submission of additional status reports to the 65<sup>th</sup> meeting on the following in order to monitor:
  - (i) The signing of the grant agreements for the terminal phase-out management plans (TPMPs) in:
    - a. Ecuador (ECU/PHA/61/TAS/52);
    - b. Peru (PER/PHA/55/TAS/42);
  - (ii) The signing of the project documents for the following HCFC phase-out management plan (HPMP) activities:
    - a. Armenia (ARM/PHA/62/TAS/07);
    - b. Burundi (BDI/PHA/62/TAS/26);
    - c. Gabon (GAB/PHA/62/TAS/26);
    - d. Serbia (YUG/PHA/62/TAS/39);
  - (iii) The signing of the agreements for the institutional strengthening (IS) projects in the following countries:
    - a. Algeria (ALG/SEV/57/INS/69);
    - b. Benin (BEN/SEV/62/INS/24);
    - c. Burkina Faso (BKF/SEV/62/INS/31);
    - d. Cape Verde (CBI/SEV/57/INS/14);
    - e. Côte d'Ivoire (IVC/SEV/62/INS/35);
    - f. Democratic Republic of the Congo (the) (DRC/SEV/58/INS/31 and DRC/SEV/62/INS/34);
    - g. Ecuador (ECU/SEV/59/INS/43);
    - h. Gabon (GAB/SEV/62/INS/28);
    - i. Guatemala (GUA/SEV/61/INS/41);
    - j. Kenya (KEN/SEV/62/INS/51);
    - k. Mauritania (MAU/SEV/57/INS/23);

- l. Morocco (MOR/SEV/59/INS/63);
  - m. Sudan (the) (SUD/SEV/62/INS/27);
  - n. Togo (TOG/SEV/56/INS/18);
  - o. Zambia (ZAM/SEV/57/INS/24);
- (iv) The signing of the agreements for the HPMP preparation activities in Timor-Leste (TLS/PHA/59/PRP/03 and TLS/PHA/61/PRP/05);
- (v) The following IS projects for which the financial and progress reports were outstanding:
- a. Antigua and Barbuda (ANT/SEV/44/INS/11);
  - b. Bahrain (BAH/SEV/60/INS/24);
  - c. El Salvador (ELS/SEV/56/INS/24);
  - d. Grenada (GRN/SEV/60/INS/17);
  - e. Guyana (GUY/SEV/59/INS/17);
  - f. Iraq (IRQ/SEV/57/INS/05);
  - g. Mauritania (MAU/SEV/49/INS/17);
  - h. Suriname (SUR/SEV/59/INS/17);
- (vi) The last two IS extensions in Dominica (DMI/SEV/56/INS/12 and DMI/SEV/62/INS/20) and the signing of the agreement for the last extension (DMI/SEV/62/INS/20);
- (vii) The HPMP project preparation activities that were at an initial stage and/or were planned for completion in 2012 in:
- a. Barbados (BAR/PHA/55/PRP/18);
  - b. Ecuador (ECU/PHA/59/PRP/44);
  - c. Eritrea (ERI/PHA/55/PRP/07);
  - d. Haiti (HAI/PHA/57/PRP/13);
  - e. Mauritania (MAU/PHA/55/PRP/20);
- (viii) The approval of the ODS regulations in English-speaking African countries by the Economic Community of West African States (ECOWAS) (AFR/SEV/45/TAS/33);
- (ix) TPMP verification activities in Kuwait (KUW/PHA/57/TAS/15) and Zambia (ZAM/PHA/57/TAS/25), unless the verification reports were submitted to the 65<sup>th</sup> meeting;

- (c) To request the return of the US \$22,774 that had not been accounted for in the IS project in Uganda (UGA/SEV/13/INS/02), to cancel the project, and to allow the return of funds to be deducted from the next two-year extension of IS for Uganda; and
- (d) To note that UNEP had five projects classified with implementation delays, including one that had been classified as such in 2010, and that a report on those projects should be submitted to the 65<sup>th</sup> meeting.

**(Decision 64/9)**

**(v) UNIDO**

50. The representative of UNIDO introduced document UNEP/OzL.Pro/ExCom/64/13. After summarizing the document, he stated that UNIDO did not need to sign a project document following the project's approval by the Executive Committee, with the exception of IS projects. He also sought guidance as to how to deal with HPMP development in countries experiencing political difficulties, such as the Libyan Arab Jamahiriya, the Syrian Arab Republic, Tunisia and Yemen.

51. In response to one member's suggestion that the Executive Committee keep a close eye on the delayed MDI conversion project in China with a planned completion date in 2014, the representative of UNIDO said that the agency had provided input regarding alternative technologies, but that China was looking into its own solutions. Discussions were under way and UNIDO would report to the Executive Committee on any progress made at the Committee's 65<sup>th</sup> meeting.

52. The Executive Committee decided:

- (a) To note UNIDO's progress report contained in document UNEP/OzL.Pro/ExCom/64/13;
- (b) With respect to the development of HCFC phase-out management plans (HPMPs), to monitor the situation in countries experiencing political difficulties such as the Libyan Arab Jamahiriya, the Syrian Arab Republic, Tunisia and Yemen;
- (c) To request the submission of additional status reports to the 65<sup>th</sup> meeting on the following projects owing to low rates of disbursement of approved funds in multi-year agreements (MYAs):
  - (i) Methyl bromide (MB) project in Chile (CHI/FUM/60/INV/171);
  - (ii) MB project in Guatemala (GUA/FUM/59/INV/38);
  - (iii) CFC phase-out plan in Ecuador (ECU/PHA/61/INV/47, 49, and 51);
- (d) To request the submission of additional status reports to the 65<sup>th</sup> meeting on the following projects in order to ascertain whether the project document/grant agreement had been signed:
  - (i) Terminal phase-out management plan (TPMP) in Burundi (BDI/PHA/62/INV/27);
  - (ii) MB project in Iraq (IRQ/FUM/62/INV/13);
- (e) To request the submission of additional status reports to the 65<sup>th</sup> meeting on the following projects in order to ascertain whether the project document/memorandum of understanding/grant agreement had been signed, whether an action plan had been

established or whether any activities had been conducted for the following HPMPs or HCFC projects:

- (i) Burkina Faso (BKF/PHA/62/INV/30);
  - (ii) Chad (CHD/PHA/62/INV/22);
  - (iii) Egypt (EGY/FOA/62/INV/104, 109, and 110);
  - (iv) Gabon (GAB/PHA/62/INV/27);
  - (v) Madagascar (MAG/PHA/62/INV/22);
  - (vi) Malawi (MLW/PHA/62/INV/32);
  - (vii) Morocco (MOR/FOA/62/INV/67);
  - (viii) Saudi Arabia (SAU/FOA/62/INV/11 and SAU/FOA/62/INV/13);
  - (ix) Serbia (YUG/PHA/62/INV/38);
  - (x) Sudan (the) (SUD/FOA/62/INV/28);
  - (xi) Syrian Arab Republic (SYR/REF/62/INV/103);
  - (xii) Turkey (TUR/FOA/62/INV/97);
  - (xiii) Turkmenistan (TKM/PHA/62/INV/08);
  - (xiv) Togo (TOG/PHA/62/INV/22);
- (f) To request the submission of additional status reports to the 65<sup>th</sup> meeting in order to monitor:
- (i) The signing of the project document for the institutional strengthening projects in Armenia (ARM/SEV/62/INS/08) and Qatar (QAT/SEV/59/INS/15);
  - (ii) The completion of the selection of national experts for the MB demonstration project in Algeria and Tunisia (AFR/FUM/54/DEM/40);
  - (iii) The status of bidding for the Al Hadi foam project in Iraq (IRQ/FOA/57/INV/06);
  - (iv) The resumption of activities at the company for the HCFC phase-out foam project in Croatia (CRO/FOA/59/INV/34);
  - (v) Project preparation if projects were not submitted to the 65<sup>th</sup> meeting, for:
    - a. The MB activities in Algeria (ALG/FUM/34/PRP/50), Ethiopia (ETH/FUM/54/PRP/18), Kenya (KEN/FUM/60/PRP/50) and Tunisia (TUN/FUM/33/PRP/41);

- b. The ODS disposal demonstration projects in China (CPR/DES/59/PRP/494), Lebanon (LEB/DES/61/PRP/72), Nigeria (NIR/DES/60/PRP/126) and Turkey (TUR/DES/57/PRP/92);
- (vi) Chiller projects in the Europe and Central Asia region with respect to the reallocation of the supplied chiller in Serbia to another beneficiary (EUR/REF/47/DEM/06); in the Syrian Arab Republic on the status of bidding (SYR/REF/47/DEM/93); and in Côte d'Ivoire on the status of the concept to implement the project (IVC/REF/57/INV/32);
- (vii) The status of conversion of existing production lines for the metered-dose inhaler (MDI) project in China (CPR/ARS/56/INV/473), including information on those enterprises with conversion projects that were adopting existing technologies and those that were developing their own formulations;
- (viii) The completion of the training project component for the carbon tetrachloride and methyl chloroform project in Kenya (KEN/SOL/57/TAS/47);
- (ix) The selection of a facility for testing for the refrigeration sector terminal project in Algeria (ALG/REF/44/INV/62);
- (g) To request the submission of additional status reports to the 65<sup>th</sup> meeting in order to respond to the Secretariat's questions with respect to:
  - (i) The agreement on working arrangements and the contracts agreed for the HCFC demonstration projects in China (CPR/REF/61/DEM/502 and CPR/REF/61/DEM/503);
  - (ii) The equipment delivery in the TPMP in Benin (BEN/PHA/59/INV/23);
  - (iii) The training of operators and the "operationalization" of the recovery and recycling system in the TPMP in Ecuador (ECU/PHA/61/INV/47, 49, and 51); and
- (h) To note that UNIDO would report to the 65<sup>th</sup> meeting on up to seven projects with implementation delays, including two projects that had been classified as such in 2009.

**(Decision 64/10)**

**(vi) World Bank**

53. The representative of the World Bank introduced document UNEP/OzL.Pro/ExCom/64/14. She suggested that, when assessing administrative costs, a period longer than one year should be considered and that the yearly business planning coordination meetings could address the synchronization of performance targets across agencies. Some members observed that progress reports had been submitted without the approval of some countries.

54. Following discussion of: a future report on ODS destruction in Mexico to be submitted to the Executive Committee's 65<sup>th</sup> meeting; the reimbursement of funding in the CFC phase-out management plan in Antigua and Barbuda; the need to expedite the signing of agreements; and the need to ensure that ODS destruction projects could be implemented in a sustainable manner, in light of changes in the approach to those projects owing to the downturn in the carbon market, the Executive Committee decided:

- (a) To note the World Bank's progress report contained in document UNEP/OzL.Pro/ExCom/64/14;
- (b) To request the submission of additional status reports to the 65<sup>th</sup> meeting on the following:
  - (i) The restructuring of the World Bank's grant agreement with Antigua and Barbuda (ANT/PHA/44/INV/10 and ANT/PHA/61/INV/13);
  - (ii) The reimbursement of additional purchase orders for chillers in the national phase-out plan in Argentina (ARG/PHA/47/INV/148);
  - (iii) The procurement of recovery and recycling equipment for the national ODS phase-out plan in Tunisia (TUN/PHA/49/INV/47 and TUN/PHA/61/INV/51);
  - (iv) The need to amend the grant agreement for the next institutional strengthening (IS) renewal and, if needed, the status of the amendment to the grant agreement for the IS project in Tunisia (TUN/SEV/55/INS/49 and TUN/SEV/61/INS/52);
  - (v) The purchase of ovens for the testing of a variation of the cold treatment technique for cotton and citrus crops for the methyl bromide demonstration project in Argentina (ARG/FUM/29/DEM/93);
  - (vi) The World Bank's global chiller project in light of the fact that low disbursement had been reported to date (GLO/REF/47/DEM/268);
  - (vii) The ODS disposal preparatory activities in Indonesia, Mexico and Philippines (the) (IDS/DES/57/PRP/187, MEX/DES/58/PRP/143, PHI/DES/57/PRP/85);
  - (viii) The submission of the HCFC phase-out management plans for Philippines (the) and Thailand, and the HCFC refrigeration sector plan in Philippines (the) (PHI/PHA/55/PRP/84, PHI/REF/59/PRP/88 and THA/PHA/55/PRP/151; and
- (c) To note that the World Bank would report to the 65<sup>th</sup> meeting on a total of four projects with implementation delays, including one project that had been classified as such in 2009.

**(Decision 64/11)**

**(c) Evaluation of the implementation of the 2010 business plans**

55. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/64/15, highlighting the recommendations on the qualitative performance assessment of implementing agencies by National Ozone Units (NOUs).

56. The Executive Committee decided:

- (a) To note:
  - (i) The evaluation of the implementing agencies' performance against their 2010 business plans, as contained in document UNEP/OzL.Pro/ExCom/64/15;

- (ii) The quantitative assessment of the performance of the implementing agencies for 2010 on a scale of 100 as follows: UNDP (74), UNEP (72), UNIDO (95), and the World Bank (76); and
- (b) To request:
  - (i) Germany to hold an open and constructive discussion with the National Ozone Unit (NOU) in Lesotho about the areas where Germany's services were perceived to be "less satisfactory" and to report to the 65<sup>th</sup> meeting on the results of its consultations with the country on the implementation matters raised in the qualitative performance assessment of the implementing agencies by the country;
  - (ii) UNDP to hold an open and constructive discussion with the NOUs in Argentina, Togo, and Trinidad and Tobago about the areas where UNDP's services were perceived to be "less satisfactory" and "unsatisfactory" and to report to the 65<sup>th</sup> meeting on the results of its consultations with those countries on the implementation matters raised in the qualitative performance assessments of the implementing agencies by the respective countries;
  - (iii) UNEP to hold an open and constructive discussion with the NOUs in Lesotho and Swaziland about the areas where UNEP's services were perceived to be "less satisfactory" and to report to the 65<sup>th</sup> meeting on the results of its consultations with those countries on the implementation matters raised in the qualitative performance assessments of the implementing agencies by the respective countries; and
  - (iv) UNIDO to hold an open and constructive discussion with the NOU in Senegal about the areas where UNIDO's services were perceived to be "less satisfactory" and to report to the 65<sup>th</sup> meeting on the results of its consultations with the country on the implementation matters raised in the qualitative performance assessment of the implementing agencies by the country.

**(Decision 64/12)**

**AGENDA ITEM 7: REPORT ON IMPLEMENTATION OF APPROVED PROJECTS WITH SPECIFIC REPORTING REQUIREMENTS**

- 57. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/64/16.
- 58. The Committee noted that the verification report of carbon tetrachloride (CTC) production and consumption in India had been withdrawn by the World Bank and would be submitted to the 65<sup>th</sup> meeting.
- 59. The Executive Committee decided:

*Reports on the implementation of national phase-out plans/terminal phase-out plans*

- (a) To request the relevant bilateral and implementing agencies to submit to the 65<sup>th</sup> meeting complete progress reports on the implementation of the national phase-out plans (NPPs) and terminal phase-out management plans (TPMPs) that were due as per specific decisions taken between the 59<sup>th</sup> and 62<sup>nd</sup> meetings, but had not yet been submitted;

- (b) With regard to Afghanistan:
  - (i) To take note of the progress report on the implementation of the 2010 work programme of the NPP for Afghanistan; and
  - (ii) To request UNEP to submit the verification reports for the years 2009 and 2010 and to report no later than the 65<sup>th</sup> meeting of the Executive Committee;
- (c) With regard to Bangladesh:
  - (i) To note with appreciation the progress report on the implementation of the fifth and sixth tranches of the NPP, the efforts made by Bangladesh to reach zero consumption of CFCs, carbon tetrachloride (CTC) and methyl chloroform (TCA) in 2010 in all sectors except for the manufacture of metered-dose inhalers (MDIs), and the implementation of the MDI investment project that resulted in consumption estimated at 47.9 ODP tonnes of CFCs, which was 108.8 ODP tonnes below the 156.7 ODP tonnes of CFCs authorized by the Parties as essential uses for 2010;
  - (ii) To request UNDP to submit the verification report on 2009 and 2010 CFC consumption; and
  - (iii) To request the Government of Bangladesh, with the assistance of UNDP and UNEP, to submit a report on the finalization of the implementation of its NPP to the 66<sup>th</sup> meeting of the Executive Committee;
- (d) With regard to Maldives:
  - (i) To take note of the 2010 progress report on the implementation of the TPMP for Maldives; and
  - (ii) To request UNEP and UNDP to expedite the completion of the end-user investment component of the TPMP, noting that it would help to sustain zero consumption of CFCs and to facilitate the phase-out of HCFCs, and to report to the Executive Committee at its 66<sup>th</sup> meeting on the completion of the implementation of that remaining component;
- (e) With regard to Nepal:
  - (i) To take note of the 2010 progress report on the implementation of the TPMP for Nepal;
  - (ii) To note with appreciation the efforts of the Government of Nepal to expedite the ratification of the remaining amendments to the Montreal Protocol, with the expectation that the amendments would be ratified in the near future; and
  - (iii) To request UNEP and UNDP to expedite the completion of the end-user investment component of the TPMP, noting that it would help to sustain zero consumption of CFCs and to facilitate the phase-out of HCFCs, and to report to the Executive Committee at its 66<sup>th</sup> meeting on the completion of the implementation of that remaining component;

- (f) With regard to Samoa:
- (i) To take note of the 2010 progress report on the implementation of the TPMP for Samoa; and
  - (ii) To request UNEP and UNDP to expedite the completion of the end-user investment component of the TPMP, noting that it would help to sustain zero consumption of CFCs and to facilitate the phase-out of HCFCs, and to report to the Executive Committee at its 66<sup>th</sup> meeting on the completion of the implementation of that remaining component;

*Reports on CTC consumption and production projects*

- (g) With regard to China:
- (i) To note the report on the description of the system for monitoring CTC use in China provided by the World Bank;
  - (ii) To request the World Bank to submit, not later than the second meeting of every year, an implementation report on the activities undertaken in the process agent (PA) II sector plan in the previous year, until the implementation of the project had been completed; and
  - (iii) To request the World Bank to submit the following reports at least eight weeks before the 65<sup>th</sup> meeting:
    - a. Verification report for the year 2010 for the PA I sector plan;
    - b. Verification report for the year 2010 for the PA II sector plan; and
    - c. Implementation report for the PA II sector plan and implementation plan for the remaining funding;

*Reports on HCFC demonstration and investment projects*

- (h) To urge the relevant bilateral and implementing agencies to submit to the Fund Secretariat reports on the HCFC demonstration and investment projects that had previously been approved separately from the HCFC phase-out management plans of the relevant Article 5 countries, addressing the issues pertaining to the collection of accurate data on incremental capital cost, the incremental operating cost or savings, and data relevant to the application of the technologies, in line with the objectives of decision 55/43(b), and as requested in the relevant approval decision for each project, as reflected in Annex IV to the present report.

**(Decision 64/13)**

## AGENDA ITEM 8: PROJECT PROPOSALS

### (a) Overview of issues identified during project review

60. The representative of the Secretariat introduced documents UNEP/OzL.Pro/ExCom/64/17 and Add.1, which contained an analysis of the projects and activities submitted to the present meeting, issues identified during project review, the list of projects and activities submitted for blanket approval and the list of investment projects for individual consideration.

#### *HPMPs that proposed to address more than 10 per cent of the baseline by 2015*

61. The representative of the Secretariat said that, as the Executive Committee had not yet taken a decision on establishing a policy on the issue, the recommendations on HPMPs submitted to the present meeting had not included any text stating a reduction of more than 10 per cent of the 2015 baseline for HCFCs should assist the country to make progress toward meeting the control measures beyond 2015. One member expressed his concern that approval of the accelerated phase-out of HCFCs might have an impact on stage II of the HPMPs, as a consequence of which there might be insufficient funds available to fund the 2013 freeze for the Article 5 countries without as yet an approved HPMP.

62. The Chair said that it was important to ensure that funds were made available to meet the phase-out requirements when approving the HPMPs. However, there appeared to be no agreement on establishing a policy on that issue. Several members had spoken in favour of continuing to consider such HPMPs on a case-by-case basis, and the Executive Committee could continue to proceed in that way on the understanding that the issue could be revisited at a future meeting once it had more experience approving such HPMPs.

63. The Executive Committee agreed to continue to consider, on a case-by-case basis, those HPMPs that proposed to address more than 10 per cent of the baseline by 2015, and that it could, if need be, continue its discussion on establishing a policy on that issue at a future meeting of the Executive Committee.

#### *Funding for countries with HCFC consumption between 361 and 400 metric tonnes in the servicing sector*

64. The representative of the Secretariat said that during the review of the HPMP for Uruguay it had been noted that the maximum level of funding that Uruguay could receive for activities in the refrigeration servicing sector would be lower than that for low-volume-consuming (LVC) countries with HCFC consumption between 300 and 360 metric tonnes. He said that, for the purposes of equitable treatment of those countries, the Executive Committee might wish to consider providing funding for countries with HCFC consumption in the servicing sector of between 361 and 400 metric tonnes at a level equal to the maximum allowable funding for countries whose consumption was between 300 and 360 metric tonnes. Given that only five countries might be affected by the issue, the Chair suggested that the Executive Committee should consider the situation of those countries on a case-by-case basis.

65. The Executive Committee agreed to continue to consider, on a case-by-case basis, the need for equitable treatment of those countries with HCFC consumption between 361 and 400 metric tonnes in the refrigeration servicing sector whose maximum level of funding would be lower than that for countries with consumption of between 300 and 360 metric tonnes.

*Countries that had total HCFC consumption above 360 metric tonnes and should address consumption in the manufacturing sector first to meet the 2013 and 2015 control measures*

66. One member noted that some countries with total HCFC consumption of above 360 metric tonnes had submitted project proposals that included funding requests for refrigeration servicing sector activities instead of the manufacturing sector, both at the 63<sup>rd</sup> meeting and thereafter, and that there did not appear to be any reason not to consider those on a case-by-case basis.

67. The Executive Committee decided to consider, on a case-by-case basis, project proposals from countries with total HCFC consumption above 360 metric tonnes that included funding requests for refrigeration servicing sector activities instead of the manufacturing sector.

**(Decision 64/14)**

*Flexibility provision under HCFC phase-out management plans*

68. Pursuant to decision 63/16, the Committee considered the matter of the flexibility provision under HPMPs in relation to technology changes and funding reallocation among sectors. During the discussion, several members expressed concern that the approval process for changes in technology could entail delays that would threaten compliance with the 2013 consumption freeze. There was some discussion on how the approval process could be streamlined within current reporting requirements. One member suggested that, while a sector-plan mechanism had been very effective for CFCs, HCFC phase-out was more technically challenging, and approval was therefore more suitable at the individual project level.

69. The Executive Committee agreed to consider technology changes and funding reallocation among sectors on a case-by-case basis for HPMPs submitted to the meeting, and to defer consideration of the policy issue to the 65<sup>th</sup> meeting.

*Baseline established for several Article 5 countries with an HPMP submitted to the 64<sup>th</sup> meeting*

70. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/64/17/Add.1, noting that the HPMPs had been prepared on the basis of estimated baseline data rather than actual data. The representative of the Ozone Secretariat explained that estimated baselines had been established for Parties that had submitted their 2009 and 2010 consumption and production data and those were then posted on the website of the Ozone Secretariat. Parties had three months after submission of Article 7 data to request adjustments before the baseline data became final. He remarked that, since the document had been issued, Jamaica had confirmed with the Ozone Secretariat its final baseline.

71. After some discussion, the Executive Committee agreed to continue the established practice of considering HPMPs containing estimated baselines that would be revised by the Secretariat once the actual baseline data were known, in line with the relevant paragraphs in the approved HPMPs and related agreements.

*Projects and activities submitted for blanket approval*

Democratic People's Republic of Korea: Additional funding for HPMP preparation (UNEP and UNIDO)

Democratic People's Republic of Korea: Preparation for investment activities for the phase-out of HCFCs in the PU foam sector (UNIDO)

Democratic People's Republic of Korea: Preparation for investment activities for the phase-out of HCFCs in the commercial refrigeration sector (UNIDO)

72. The Executive Committee agreed to remove the above four projects for the Democratic People's Republic of Korea from the list of projects and activities recommended for blanket approval and to consider them individually.

Philippines: Extension of institutional strengthening project (phase VIII)

73. The request for the renewal of the institutional strengthening project for Philippines was also removed from the blanket approval list following the request by the Government of Philippines for a change in implementing agency (see paragraphs 92 and 99 below).

74. The Executive Committee decided:

- (a) To approve the projects and activities submitted for blanket approval at the levels of funding indicated in Annex V to the present report, together with the conditions or provisions included in the corresponding project evaluation documents and the conditions attached to the projects by the Executive Committee; and
- (b) To agree that, for projects related to renewal of institutional strengthening, blanket approval included approval of the observations to be communicated to recipient governments contained in Annex VI to the present report.

**(Decision 64/15)**

**(b) Bilateral cooperation**

75. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/64/18, pointing out that a total of nine projects for bilateral cooperation with a value of US \$6,801,815, including agency support costs, had been received by the Secretariat for approval at the 64<sup>th</sup> meeting.

76. All requests were within the relevant country's 20 per cent maximum allocation for bilateral cooperation activities except Germany's. Furthermore, with the 2009-2011 triennium ending in 2011, the maximum amount to be approved at the 64<sup>th</sup> meeting for Germany could not exceed US \$2,092,159.

77. Following the presentation, the Executive Committee decided to request the Treasurer to offset the costs of the bilateral projects approved at the 64<sup>th</sup> meeting as follows:

- (a) US \$339,000 (including agency fees) against the balance of Australia's bilateral contribution for 2011;

- (b) A maximum amount of US \$2,092,159 (including agency fees) against the balance of Germany's bilateral contribution for 2009-2011, to stay within the 2009-2011 allocation in Germany's bilateral allocation; and
- (c) US \$322,746 (including agency fees) against the balance of Japan's bilateral contribution for 2011.

**(Decision 64/16)**

**(c) Amendments to work programmes for 2011**

Policy issue relating to ODS disposal demonstration projects in LVC countries

78. Given that project proposals for ODS disposal demonstration projects for LVC countries were being submitted piecemeal for consideration by the Executive Committee, it was not possible to obtain a clear overview of all projects for the Committee to be in a position to approve the most appropriate ones.

79. The Executive Committee decided to request the implementing agencies to submit all future proposals for ODS disposal demonstration projects for low-volume-consuming countries for consideration by the Committee no later than its 66<sup>th</sup> meeting.

**(Decision 64/17)**

**(i) UNDP**

80. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/64/19.

Georgia: Preparation of demonstration project in ODS bank management and destruction

81. The Executive Committee decided to approve the request for project preparation for a demonstration project in ODS bank management and destruction in Georgia, at the corresponding level of funding indicated in Annex V to the present report.

**(Decision 64/18)**

**(ii) UNEP**

82. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/64/20.

Democratic People's Republic of Korea: HPMP preparation

83. It was noted that adequate communication with the NOU in the Democratic People's Republic of Korea, the reason for the previous deferral of the project, had been restored. Although there were still concerns about the lack of transparency and the difficulties in monitoring the exact use of funding in the Democratic People's Republic of Korea, it was pointed out that, for HPMP preparation, funds would be managed by UNEP and UNIDO directly and would not involve direct cash advances to the Government. The representative of Japan expressed his country's desire to discuss bilaterally with those agencies the measures to be taken in order to ensure the requisite degree of financial control over the funds.

84. The Executive Committee decided:

- (a) To approve the request for UNEP's component of the preparation of the HCFC phase-out management plan in the Democratic People's Republic of Korea at the requested funding level of US \$35,000, plus support costs of US \$4,550; and

- (b) To request UNEP to ensure the use of transparent methods for monitoring the financial transaction of the project in line with existing United Nations rules and regulations.

**(Decision 64/19)**

Democratic People's Republic of Korea: Renewal of institutional strengthening (phase VI)

85. Concern was expressed about the lack of transparency and difficulties in monitoring the exact use of any institutional strengthening funding in the Democratic People's Republic of Korea.

86. The Executive Committee decided:

- (a) To defer consideration of the request for phase VI of the institutional strengthening project for the Democratic People's Republic of Korea to its 66<sup>th</sup> meeting; and
- (b) To request the Secretariat and UNEP, as implementing agency, to propose alternative methods of disbursement, organizational structures and monitoring procedures to the Executive Committee by its 66<sup>th</sup> meeting.

**(Decision 64/20)**

Timor-Leste: Renewal of institutional strengthening (phase II, year 2)

87. Concern was expressed about the lack of progress in Timor-Leste in terms of adoption of legislation. It was, however, noted that the Meeting of the Parties had requested the Executive Committee to be considerate in its approach to Timor-Leste and exercise flexibility in view of the country's special circumstances.

88. The Executive Committee decided:

- (a) To approve, on an exceptional basis, the request for phase II, year 2, of the institutional strengthening project for Timor-Leste, at the corresponding level of funding indicated in Annex V to the present report on the understanding that any future requests for institutional strengthening renewal would be considered in accordance with the usual Executive Committee guidelines in decisions 43/37 and 63/43(a); and
- (b) To communicate the views contained in Annex VI to the present report to the Government of Timor-Leste.

**(Decision 64/21)**

Africa Region: Regional technical workshops for sustainable adoption of methyl bromide alternative technologies

89. Upon presentation of the project in the context of work programme amendments, one member drew attention to the successful phase-out of MB in Africa through the adoption of cost-effective alternatives. Only quarantine and pre-shipment applications, and MB use for high moisture dates, for which no alternative had been found, remained to be phased out. Despite this success, the region was starting to experience major barriers to the sustainability of MB phase-out, including problems with both chemical and non-chemical alternatives such as pest resistance caused by continuous use or improper application of alternatives; the non-availability of alternatives on local markets; the failure to register certain alternatives; and restrictions on some alternatives, which were banned, for example in European markets. In order to stop farmers in Africa from returning to MB use, advice and training on alternative technology use would be needed.

90. During the discussion, the following concerns were expressed: as African countries were still in compliance, the project was not required; whether UNEP was the appropriate agency to conduct such workshops given that UNIDO had been the agency that implemented the MB phase-out projects in Africa and the activities to ensure their sustainability; that UNEP/CAP still had a full-time staff member devoted to MB issues; and that the proposed workshops were independent of any overall strategy to sustain compliance with MB control measures in the region. UNEP advised that the proposed workshops would be developed in cooperation with UNIDO. UNEP should therefore recast the proposal in light of the discussion at the meeting.

91. The Executive Committee decided to defer consideration of the requests for three regional technical workshops for methyl bromide alternatives for Africa to a future meeting.

**(Decision 64/22)**

Philippines: Extension of institutional strengthening project (phase VIII)

92. An official request had been received by the World Bank from the Government of the Philippines to transfer the above project from the World Bank to UNEP. The corresponding amendment to the World Bank's work programme for 2011 was adopted (see decision 64/25 and paragraph 99 below).

93. The Executive Committee decided:

- (a) To approve the request for phase VIII of the institutional strengthening (IS) project for the Philippines at the corresponding level of funding indicated in Annex V to the present report, to be transferred from the World Bank to UNEP at the official request of the Government of Philippines;
- (b) To approve the transfer of the remaining balance of phase VII of the IS project for the Philippines to UNEP from the World Bank; and
- (c) To communicate the views contained in Annex VI to the present report to the Government of the Philippines.

**(Decision 64/23)**

94. One member drew the Committee's attention to collaboration between UNEP and the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) on producing a guide that he believed would usefully assist servicing technicians around the world in implementing HPMPs. After discussion, it was stated that the document could be submitted to a future meeting as an information document.

**(iii) UNIDO**

95. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/64/21.

Democratic People's Republic of Korea: Additional funding for HPMP preparation

Democratic People's Republic of Korea: Preparation for investment activities for the phase-out of HCFCs in the PU foam sector

Democratic People's Republic of Korea: Preparation for investment activities for the phase-out of HCFCs in the commercial refrigeration sector

96. Consistent with the discussion on the situation of the Democratic People's Republic of Korea in paragraph 83 above, it was noted that the HPMP preparation funds would be managed by UNIDO directly, would not involve direct cash advances to the Government, and could be supported as long as the requisite degree of financial control over the funds was in place.

97. The Executive Committee decided:

(a) To approve:

- (i) The additional funding for preparation of the HCFC phase-out management plan in the Democratic People's Republic of Korea at the amount of \$65,000, plus agency support costs of \$4,875 for UNIDO;
- (ii) Preparation for investment activities for the phase-out of HCFCs in the polyurethane foam sector in the Democratic People's Republic of Korea at the amount of \$50,000, plus agency support costs of \$3,750 for UNIDO;
- (iii) Preparation for investment activities for the phase-out of HCFCs in the commercial refrigeration sector at the amount of \$30,000, plus agency support costs of \$2,250 for UNIDO; and

(b) To request UNIDO to ensure the use of transparent methods for monitoring the financial transaction of the projects in line with existing United Nations rules and regulations.

**(Decision 64/24)**

**(iv) World Bank**

98. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/64/22.

Philippines: Extension of institutional strengthening project (phase VIII)

99. The representative of the World Bank informed the Committee of the request from the Government of Philippines to transfer the implementation of the institutional strengthening project currently under consideration by the Committee to UNEP. The official communication had been received from the Philippines, requesting the transfer of the institutional strengthening project currently under consideration (phase VIII), as well as the balance of the previous institutional strengthening phase (phase VII) from the World Bank to UNEP.

100. The Executive Committee decided to request the World Bank to return the balance of the funds associated with phase VII of the institutional strengthening project (IS) in the Philippines before the 65<sup>th</sup> meeting for the purpose of the transfer to UNEP of the IS project.

**(Decision 64/25)**

**(d) Investment projects**

**HPMPs for LVC countries submitted for individual consideration with no outstanding issues**

Albania: HCFC phase-out management plan (stage I, first tranche) (UNIDO/UNEP)

101. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/64/23.

102. The Executive Committee decided:

- (a) To approve, in principle, stage I of the HCFC phase-out management plan (HPMP) for Albania for the period 2011 to 2020 to meet the 35 per cent reduction in HCFC consumption, at the amount of US \$346,750, consisting of US \$230,000 plus agency support costs of US \$20,700 for UNIDO, and US \$85,000 plus agency support costs of US \$11,050 for UNEP;
- (b) To note that the Government of Albania had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 5.9 ODP tonnes, calculated using actual consumption of 5.4 ODP tonnes reported for 2009 under Article 7 of the Montreal Protocol and estimated consumption of 6.5 ODP tonnes for 2010;
- (c) To deduct 2.1 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption;
- (d) To approve the draft Agreement between the Government of Albania and the Executive Committee for the reduction in consumption of HCFCs, as contained in Annex VII to the present report;
- (e) To request the Fund Secretariat, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption and of any potential related impact on the eligible funding level, with any adjustments needed being made when the next tranche was submitted; and
- (f) To approve the first tranche of stage I of the HPMP for Albania, and the corresponding implementation plan, at the amount of US \$77,300, consisting of US \$45,000 plus agency support costs of US \$4,050 for UNIDO, and US \$25,000 plus agency support costs of US \$3,250 for UNEP.

**(Decision 64/26)**

Plurinational State of Bolivia: HCFC phase-out management plan (stage I, first tranche) (Germany/UNDP)

103. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/64/24.

104. One member requested that Germany and UNDP adjust the amounts to be disbursed to achieve a more balanced allocation of the tranches of funding during stage I of the HPMP. Following a discussion on ways to improve the balance between the tranches of funding, the Executive Committee decided:

- (a) To approve, in principle, stage I of the HCFC phase-out management plan (HPMP) for the Plurinational State of Bolivia for the period 2011 to 2020 to meet the 35 per cent reduction in HCFC consumption, at the amount of US \$315,000 plus agency support costs of US \$40,950 for the Government of Germany;
- (b) To note that the Government of the Plurinational State of Bolivia had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 4.8 ODP tonnes, calculated using actual consumption of 4.4 ODP tonnes reported for 2009 under Article 7 of the Montreal Protocol and estimated consumption of 5.2 ODP tonnes for 2010, plus 0.6 ODP tonnes of HCFC-141b contained in imported pre-blended polyol systems, resulting in 5.4 ODP tonnes;
- (c) To deduct 1.7 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption;
- (d) To approve the draft Agreement between the Government of the Plurinational State of Bolivia and the Executive Committee for the reduction in consumption of HCFCs, as contained in Annex VIII to the present report;
- (e) To request the Fund Secretariat, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption and of any potential related impact on the eligible funding level, with any adjustments needed being made when the next tranche was submitted; and
- (f) To approve the first tranche of stage I of the HPMP for the Plurinational State of Bolivia, and the corresponding implementation plan, at the amount of US \$94,500 plus agency support costs of US \$12,285 for the Government of Germany.

**(Decision 64/27)**

Cape Verde: HCFC phase-out management plan (stage I, first tranche) (UNEP)

105. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/64/27.

106. The Executive Committee decided:

- (a) To approve, in principle, stage I of the HCFC phase-out management plan (HPMP) for Cape Verde for the period 2011 to 2020 to meet the 35 per cent reduction in HCFC consumption, at the amount of US \$160,000 plus agency support costs of US \$20,800 for UNEP;
- (b) To note that the Government of Cape Verde had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 0.25 ODP tonnes, calculated using actual consumption of 0.24 ODP tonnes and 0.26 ODP tonnes reported for 2009 and 2010, respectively, under the HPMP;
- (c) To deduct 0.09 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption;

- (d) To approve the draft Agreement between the Government of Cape Verde and the Executive Committee for the reduction in consumption of HCFCs, as contained in Annex IX to the present report;
- (e) To request the Fund Secretariat, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption, and of any potential related impact on the eligible funding level, with any adjustments being made when the next tranche was submitted; and
- (f) To approve the first tranche of stage I of the HPMP for Cape Verde, and the corresponding implementation plan, at the amount of US \$44,000 plus agency support costs of US \$5,720, for UNEP.

**(Decision 64/28)**

Central African Republic: HCFC phase-out management plan (stage I, first tranche)  
(UNEP/UNIDO)

107. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/64/28.

108. The Executive Committee decided:

- (a) To approve, in principle, stage I of the HCFC phase-out management plan (HPMP) for the Central African Republic for the period 2011 to 2020 to meet the 35 per cent reduction in HCFC consumption, at the amount of US \$619,050, consisting of US \$310,000 plus agency support costs of US \$40,300 for UNEP, and US \$250,000 plus agency support costs of US \$18,750 for UNIDO;
- (b) To note that the Government of the Central African Republic had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 12.0 ODP tonnes, calculated using actual consumption of 11.9 ODP tonnes reported for 2009 under Article 7 of the Montreal Protocol and estimated consumption of 12.1 ODP tonnes for 2010;
- (c) To deduct 4.2 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption;
- (d) To approve the draft Agreement between the Government of the Central African Republic and the Executive Committee for the reduction in consumption of HCFCs, as contained in Annex X to the present report;
- (e) To request the Fund Secretariat, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption and of any potential related impact on the eligible funding level, with any adjustments needed being made when the next tranche was submitted; and

- (f) To approve the first tranche of stage I of the HPMP for the Central African Republic, and the corresponding implementation plan, at the amount of US \$219,125, consisting of US \$75,000 plus agency support costs of US \$9,750 for UNEP, and US \$125,000 plus agency support costs of US \$9,375 for UNIDO.

**(Decision 64/29)**

Comoros: HCFC phase-out management plan (stage I, first tranche) (UNEP)

109. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/64/30.

110. One member said that, in order to make clear the amount of consumption being eliminated, the Secretariat should report the data to an additional decimal place for those countries whose baseline for compliance had been estimated at 0.1 ODP tonnes.

111. The Executive Committee decided:

- (a) To approve, in principle, stage I of the HCFC phase-out management plan (HPMP) for Comoros for the period 2011 to 2020 to meet the 35 per cent reduction in HCFC consumption, at the amount of US \$160,000 plus agency support costs of US \$20,800 for UNEP;
- (b) To note that the Government of Comoros had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 0.14 ODP tonnes, calculated using actual consumption of 0.14 ODP tonnes reported for 2009 and 2010, respectively, under Article 7 of the Montreal Protocol;
- (c) To deduct 0.05 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption;
- (d) To approve the draft Agreement between the Government of Comoros and the Executive Committee for the reduction in consumption of HCFCs, as contained in Annex XI to the present report;
- (e) To request the Fund Secretariat, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption, and of any potential related impact on the eligible funding level, with any necessary adjustments being made when the next tranche was submitted; and
- (f) To approve the first tranche of stage I of the HPMP for Comoros, and the corresponding implementation plan, at the amount of US \$44,000 plus agency support costs of US \$5,720 for UNEP.

**(Decision 64/30)**

Costa Rica: HCFC phase-out management plan (stage I, first tranche) (UNDP)

112. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/64/31, and said that during its review of the proposal the Secretariat had noted that the HCFC-141b consumption reported for 2010 under Article 7 of the Montreal Protocol had included the amount contained in imported pre-blended polyols while that for 2009 had not. Subsequently the Secretariat had been informed that Costa Rica had initiated the process for requesting a revision of its 2010 consumption data to deduct the

HCFC-141b consumption in imported pre-blended polyol systems. Once that revision had been finalized and the baseline agreed, the Secretariat would revise the starting point for sustained aggregate reduction in HCFC consumption for Costa Rica, and apply decision 61/47 on HCFC-141b containing imported pre-blended polyols.

113. One member said that if that revision was undertaken it would not be necessary for the country to address pre-blended polyol systems during stage I of its HPMP in order to meet its compliance obligations under the Montreal Protocol. However, it was also pointed out that the inclusion of the project in Costa Rica's HPMP would help in addressing the issue of the phase-out of pre-blended polyol systems regionally. Several countries in the Latin American and Caribbean region with foam enterprises, which imported pre-blended polyols containing HCFC-141b from Mexico, proposed to convert those enterprises under their respective HPMPs and therefore the project for Costa Rica was timely.

114. The Executive Committee decided:

- (a) To approve, in principle, stage I of the HCFC phase-out management plan (HPMP) for Costa Rica for the period 2011 to 2020 to meet the 35 per cent reduction in HCFC consumption, at the amount of US \$1,153,523 plus agency support costs of US \$86,514 for UNDP, on the understanding that:
  - (i) US \$560,000 was provided to address HCFC consumption in the refrigeration servicing sector to reach up to and include the 35 per cent reduction in 2020 in line with decision 60/44; and
  - (ii) US \$593,523 was provided for the investment component for the phase-out of 14 ODP tonnes of HCFC-141b used in the manufacturing sector.
- (b) To note that the Government of Costa Rica had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 23.0 ODP tonnes, calculated using actual consumption of 14.2 ODP tonnes and 31.7 ODP tonnes reported for 2009 and 2010, respectively, under Article 7 of the Montreal Protocol;
- (c) To deduct 17.6 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption;
- (d) To approve the draft Agreement between the Government of Costa Rica and the Executive Committee for the reduction in consumption of HCFCs, as contained in Annex XII to the present report;
- (e) To request the Fund Secretariat, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption, and of any potential related impact on the eligible funding level, with any adjustments needed being made when the next tranche was submitted; and
- (f) To approve the first tranche of stage I of the HPMP for Costa Rica, and the corresponding implementation plan, at the amount of US \$761,523 plus agency support costs of US \$57,114 for UNDP.

**(Decision 64/31)**

El Salvador: HCFC phase-out management plan (stage I, first tranche) (UNDP/UNEP)

115. The representative of the Secretariat introduced documents UNEP/OzL.Pro/ExCom/64/32 and Corr.1, explaining that UNDP, as the lead agency, had requested that consideration of the HPMP be deferred to a future meeting.

116. The Executive Committee noted the deferral of the request for stage I of the HCFC phase-out management plan for El Salvador to a future meeting.

Guatemala: HCFC phase-out management plan (stage I, first tranche) (UNIDO/UNEP)

117. The representative of the Secretariat introduced documents UNEP/OzL.Pro/ExCom/64/33 and Corr.1.

118. The Executive Committee decided:

- (a) To approve, in principle, stage I of the HCFC phase-out management plan (HPMP) for Guatemala for the period 2011 to 2020 to meet the 35 per cent reduction in HCFC consumption, at the amount of US \$480,605, consisting of US \$345,637 plus agency support costs of US \$25,923 for UNIDO, and US \$96,500 plus agency support costs of US \$12,545 for UNEP, on the understanding that:
  - (i) US \$332,500 was provided to address HCFC consumption in the refrigeration servicing sector to reach up to and include the 35 per cent reduction in 2020 in line with decision 60/44; and
  - (ii) US \$109,637 was provided for the investment component for the phase-out of 1.4 ODP tonnes of HCFC-141b used in the foam sector;
- (b) To note that the Government of Guatemala had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 8.3 ODP tonnes, calculated using actual consumption of 9.4 ODP tonnes reported for 2009 under Article 7 of the Montreal Protocol and estimated consumption of 7.2 ODP tonnes for 2010, plus 1.4 ODP tonnes of HCFC-141b contained in imported pre-blended polyol systems, resulting in 9.7 ODP tonnes;
- (c) To deduct 4.3 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption;
- (d) To approve the draft Agreement between the Government of Guatemala and the Executive Committee for the reduction in consumption of HCFCs, as contained in Annex XIII to the present report;
- (e) To request the Fund Secretariat, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption and of any potential related impact on the eligible funding level, with any adjustments being made when the next tranche was submitted; and

- (f) To approve the first tranche of stage I of the HPMP for Guatemala, and the corresponding implementation plan, at the amount of US \$158,867, comprising US \$118,087 plus agency support costs of US \$8,857 for UNIDO, and US \$28,250 plus agency support costs of US \$3,673 for UNEP.

**(Decision 64/32)**

Jamaica: HCFC phase-out management plan (stage I, first tranche) (UNDP/UNEP)

119. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/64/35.

120. In response to queries about Jamaica's baseline data, the representative of the Ozone Secretariat clarified that, as Jamaica had revised its data within three months of the original submission, the revised data had been confirmed as the official baseline data, without the need to refer the matter to the Implementation Committee. The revised baseline data were therefore those on which any future decisions should be based.

121. The Executive Committee decided:

- (a) To approve, in principle, stage I of the HCFC phase-out management plan (HPMP) for Jamaica for the period 2011 to 2020 to meet the 35 per cent reduction in HCFC consumption, at the amount of US \$708,844, consisting of US \$578,450 plus agency support costs of US \$43,384 for UNDP, and US \$77,000 plus agency support costs of US \$10,010 for UNEP, on the understanding that:
- (i) US \$560,000 was provided to address HCFC consumption in the refrigeration servicing sector to reach up to and include the 35 per cent reduction in 2020 in line with decision 60/44; and
  - (ii) US \$95,450 was provided for the investment component for the phase-out of 3.6 ODP tonnes of HCFC-141b used in the manufacturing sector.
- (b) To note that the Government of Jamaica had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption the baseline of 16.3 ODP tonnes, calculated using actual consumption of 18.2 ODP tonnes and 14.4 ODP tonnes reported for 2009 and 2010, respectively, under Article 7 of the Montreal Protocol;
- (c) To deduct 8.1 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption;
- (d) To approve the draft Agreement between the Government of Jamaica and the Executive Committee for the reduction in consumption of HCFCs, as contained in Annex XIV to the present report; and
- (e) To approve the first tranche of stage I of the HPMP for Jamaica, and the corresponding implementation plan, at the amount of US \$277,859, consisting of US \$237,450 plus agency support costs of US \$17,809 for UNDP, and US \$20,000 plus agency support costs of US \$2,600 for UNEP.

**(Decision 64/33)**

Lesotho: HCFC phase-out management plan (stage I, first tranche) (Germany)

122. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/64/38.

123. Concern was expressed at the fact that Lesotho's licensing system to control HCFCs was an interim system. It was noted, however, that ODS regulations were expected to be formally approved before 31 July 2011.

124. The Executive Committee decided:

- (a) To approve, in principle, without prejudice to the non-compliance mechanism of the Montreal Protocol, stage I of the HCFC phase-out management plan (HPMP) for Lesotho for the period 2011 to 2020 to meet the 35 per cent reduction in HCFC consumption, at the amount of US \$280,000 plus agency support costs of US \$36,400 for the Government of Germany;
- (b) To note that the Government of Lesotho had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 3.9 ODP tonnes, calculated using consumption of 3.8 ODP tonnes and 3.9 ODP tonnes reported for 2009 and 2010, respectively, under the HPMP;
- (c) To deduct 1.4 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption;
- (d) To approve the draft Agreement between the Government of Lesotho and the Executive Committee for the reduction in consumption of HCFCs, as contained in Annex XV to the present report;
- (e) To request the Fund Secretariat, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in levels of maximum allowable consumption and of any potential related impact on the eligible funding level, with any necessary adjustments being made when the next tranche was submitted; and
- (f) To approve the first tranche of stage I of the HPMP for Lesotho, and the corresponding implementation plan, at the amount of US \$100,000 plus agency support costs of US \$13,000 for the Government of Germany, on the condition that funding would be disbursed only upon receipt by the Secretariat of confirmation that an adequate and operational licensing system was in place.

**(Decision 64/34)**

Rwanda: HCFC phase-out management plan (UNEP/UNIDO)

125. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/64/41.

126. The Executive Committee decided:

- (a) To approve, in principle, stage I of the HCFC phase-out management plan (HPMP) for Rwanda for the period 2011 to 2020 to meet the 35 per cent reduction in HCFC consumption, at the amount of US \$312,000, consisting of US \$170,000 plus agency support costs of US \$22,100 for UNEP, and US \$110,000 plus agency support costs of US \$9,900 for UNIDO;
- (b) To note that the Government of Rwanda had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 3.9 ODP tonnes, calculated using actual consumption of 3.8 ODP tonnes reported for 2009 under

Article 7 of the Montreal Protocol and estimated consumption of 4.1 ODP tonnes for 2010;

- (c) To deduct 1.4 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption;
- (d) To approve the draft Agreement between the Government of Rwanda and the Executive Committee for the reduction in consumption of HCFCs, as contained in Annex XVI to the present report;
- (e) To request the Fund Secretariat, once the baseline data were known, to update Appendix-2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption and of any potential related impact on the eligible funding level, with any adjustments needed being made when the next tranche was submitted; and
- (f) To approve the first tranche of stage I of the HPMP for Rwanda, and the corresponding implementation plan, at the amount of US \$107,410, consisting of US \$42,000 plus agency support costs of US \$5,460 for UNEP, and US \$55,000 plus agency support costs of US \$4,950 for UNIDO.

**(Decision 64/35)**

Saint Kitts and Nevis: HCFC phase-out management plan (UNEP/UNDP)

127. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/64/42.
128. The Executive Committee decided:
- (a) To approve, in principle, stage I of the HCFC phase-out management plan (HPMP) for Saint Kitts and Nevis for the period 2011 to 2020 to meet the 35 per cent reduction in HCFC consumption, at the amount of US \$184,285, consisting of US \$124,500 plus agency support costs of US \$16,185 for UNEP, and US \$40,000 plus agency support costs of US \$3,600 for UNDP;
  - (b) To note that the Government of Saint Kitts and Nevis had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 0.50 ODP tonnes, calculated using actual consumption of 0.42 ODP tonnes reported for 2009 under Article 7 of the Montreal Protocol and estimated consumption of 0.58 ODP tonnes for 2010;
  - (c) To deduct 0.18 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption;
  - (d) To approve the draft Agreement between the Government of Saint Kitts and Nevis and the Executive Committee for the reduction in consumption of HCFCs, as contained in Annex XVII to the present report;
  - (e) To request the Fund Secretariat, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption and of any potential related impact on the eligible funding level, with any adjustments needed being made when the next tranche was

submitted; and

- (f) To approve the first tranche of stage I of the HPMP for Saint Kitts and Nevis, and the corresponding implementation plan, at the amount of US \$109,592, consisting of US \$58,400 plus agency support costs of US \$7,592 for UNEP, and US \$40,000 plus agency support costs of US \$3,600 for UNDP.

**(Decision 64/36)**

Saint Lucia: HCFC phase-out management plan (first tranche) (UNEP/UNIDO)

129. The representative of the Secretariat introduced documents UNEP/OzL.Pro/ExCom/64/43 and Corr.1.

130. The Executive Committee decided:

- (a) To approve, in principle, stage I of the HCFC phase-out management plan (HPMP) for Saint Lucia for the period 2011 to 2020 to meet the 35 per cent reduction in HCFC consumption, at the amount of US \$232,207, consisting of US \$82,650 plus agency support costs of US \$10,745 for UNEP, and US \$127,350 plus agency support costs of US \$11,462 for UNIDO;
- (b) To note that the Government of Saint Lucia had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 0.92 ODP tonnes, calculated using actual consumption of 0.42 ODP tonnes reported for 2009 under Article 7 of the Montreal Protocol and estimated consumption of 1.42 ODP tonnes for 2010;
- (c) To deduct 0.32 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption;
- (d) To approve the draft Agreement between the Government of Saint Lucia and the Executive Committee for the reduction in consumption of HCFCs, as contained in Annex XVIII to the present report;
- (e) To request the Fund Secretariat, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption and of any potential related impact on the eligible funding level, with any adjustments needed being made when the next tranche was submitted; and
- (f) To approve the first tranche of stage I of the HPMP for Saint Lucia, and the corresponding implementation plan, at the amount of US \$111,537, consisting of US \$13,000 plus agency support costs of US \$1,690 for UNEP, and US \$88,850 plus agency support costs of US \$7,997 for UNIDO.

**(Decision 64/37)**

Saint Vincent and the Grenadines: HCFC phase-out management plan (first tranche) (UNEP/UNIDO)

131. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/64/44.

132. While welcoming the HPMP, concern was expressed at the lack of clarity in the justification provided for the accelerated phase-out of HCFCs to achieve zero consumption by 2025 that was required by decision 60/15. In response, the representative of UNEP said that the Government of Saint Vincent and the Grenadines had a strong policy on accelerated HCFC phase-out (noting that it had phased out CFCs three years ahead of the 2010 deadline); that the country had a robust licensing and quota system; and that industry associations and the private sector were being involved in the HCFC phase-out process. Furthermore, the use of viable longer-term alternatives identified within the HPMP would be in accordance with the Government's policy on energy efficiency.

133. Following informal consultations, it was proposed that the phase-out schedule be modified so that Saint Vincent and the Grenadines would meet a 70 per cent, rather than 97.5 per cent, reduction of its baseline by 2020, still reaching 100 per cent by 2025, but noting that the final tranche could be applied for in 2020 if 100 per cent phase-out had been achieved. In addition, further indication of the country's high-level commitment had been received in the form of an official letter from the relevant ministerial authorities.

134. The Executive Committee decided:

- (a) To approve, in principle, the HCFC phase-out management plan (HPMP) for Saint Vincent and the Grenadines for the period 2011 to 2025 to phase out 100 per cent of HCFC consumption, at the amount of US \$526,039, consisting of US \$345,800 plus agency support costs of US \$44,954 for UNEP, and US \$124,115 plus agency support costs of US \$11,170 for UNIDO, on the understanding that no more funds would be available for HCFC phase-out in the country after 2025;
- (b) To note that the Government of Saint Vincent and the Grenadines had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 0.28 ODP tonnes, calculated using actual consumption of 0.41 ODP tonnes reported for 2009 under Article 7 of the Montreal Protocol and estimated consumption of 0.15 ODP tonnes for 2010;
- (c) To deduct 0.28 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption;
- (d) To approve the draft Agreement between the Government of Saint Vincent and the Grenadines and the Executive Committee for the reduction in consumption of HCFCs, as contained in Annex XIX to the present report, on the understanding that the country could submit the request for the final tranche, presently foreseen for 2025, as early as 2020 if HCFC consumption had been completely phased out at that time;
- (e) To request the Fund Secretariat, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption and of any potential related impact on the eligible funding level, with any adjustments needed being made when the next tranche was submitted; and
- (f) To approve the first tranche of stage I of the HPMP for Saint Vincent and the Grenadines, and the corresponding implementation plan, at the amount of US \$198,349, consisting of US \$55,809 plus agency support costs of US \$7,255 for UNEP, and US \$124,115 plus agency support costs of US \$11,170 for UNIDO.

**(Decision 64/38)**

Zambia: HCFC phase-out management plan (stage I, first tranche) (UNIDO/UNEP)

135. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/64/48

136. The Executive Committee decided:

- (a) To approve, in principle, stage I of the HCFC phase-out management plan (HPMP) for Zambia for the period 2011 to 2020 to meet the 35 per cent reduction in HCFC consumption, at the amount of US \$350,350, consisting of US \$175,000 plus agency support costs of US \$22,750 for UNEP, and US \$140,000 plus agency support costs of US \$12,600 for UNIDO;
- (b) To note that the Government of Zambia had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 5.0 ODP tonnes, calculated using actual consumption of 0.7 ODP tonnes reported for 2009 under Article 7 of the Montreal Protocol and estimated consumption of 9.2 ODP tonnes for 2010;
- (c) To deduct 1.7 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption;
- (d) To approve the draft Agreement between the Government of Zambia and the Executive Committee for the reduction in consumption of HCFCs, as contained in Annex XX to the present report;
- (e) To request the Fund Secretariat, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption and of any potential related impact on the eligible funding level, with any adjustments needed being made when the next tranche was submitted; and
- (f) To approve the first tranche of stage I of the HPMP for Zambia, and the corresponding implementation plan, at the amount of US \$121,500, consisting of US \$40,000 plus agency support costs of US \$5,200 for UNEP, and US \$70,000 plus agency support costs of US \$6,300 for UNIDO.

**(Decision 64/39)**

**HPMPs for non-LVC countries submitted for individual consideration**

Brazil: HCFC phase-out management plan (stage I, first tranche) (Germany/UNDP)

137. The representative of the Secretariat introduced documents UNEP/OzL.Pro/ExCom/64/25 and Add.1.

138. Following the presentation, members noted the good overall configuration of the HPMP, but raised concerns about the challenge of including over 380 small and medium enterprises (SMEs) in stage I of the project, and the associated impact on cost effectiveness. Efforts to improve cost effectiveness might include investigating the possibility of having SMEs rent rather than purchase equipment; and amending the agreement to state that funds associated with any SMEs found during implementation to be foreign owned, or with equipment purchased after the cut-off date of 21 September 2007, should be returned to the Multilateral Fund. With regard to the conversion of HCFC-22 to

HFC-410a in the air conditioning subsector, the comment was made that all countries with a proposed reduction of more than 10 per cent of the baseline before 2015 should follow Brazil's example of deferring said conversion to a later date, to give time for other technologies with a lower impact on the climate to become readily available.

139. Following discussion in a contact group, issues concerning the cost-effectiveness of the integral skin foam sub-sector, the eligibility of foam enterprises for conversion and the refrigeration servicing sector, among others, were satisfactorily resolved, and the costs of the integral skin foam element and the management unit were adjusted.

140. The Executive Committee decided:

- (a) To approve, in principle, stage I of the HCFC phase-out management plan (HPMP) for Brazil for the period 2011 to 2015 to meet the 10 per cent reduction in HCFC consumption, at the amount of US \$21,220,135, consisting of US \$15,506,257 plus agency support costs of US \$1,162,969 for UNDP, and US \$4,090,909 plus agency support costs of US \$460,000 for the Government of Germany;
- (b) To note that the Government of Brazil had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 1,327.3 ODP tonnes, calculated using actual consumption of 1,415.5 ODP tonnes reported for 2009 under Article 7 of the Montreal Protocol and estimated consumption of 1,239.0 ODP tonnes for 2010;
- (c) To deduct 220.3 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption;
- (d) To approve the draft Agreement between the Government of Brazil and the Executive Committee for the reduction in consumption of HCFCs, as contained in Annex XXI to the present report;
- (e) To request the Fund Secretariat, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption accordingly; and
- (f) To approve the first tranche of stage I of the HPMP for Brazil, and the corresponding implementation plan, at the amount of US \$6,152,567, consisting of US \$4,456,257, plus agency support costs of US \$334,219, for UNDP, and US \$1,209,091, plus agency support costs of US \$153,000, for the Government of Germany.

**(Decision 64/40)**

Cameroon: HCFC phase-out management plan (stage I, first tranche) (UNIDO)

141. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/64/26.

142. Following the presentation, members noted that the HPMP was cost-effective, but raised concerns about the proposed conversion of the refrigeration and air conditioning manufacturing sector from HCFC-22 to HFC-410a during stage I of the HPMP. This was in the context of an overall reduction during stage I that went beyond the 10 per cent reduction in 2015. Some members expressed the view that, in line with decision XIX/6 of the Nineteenth Meeting of the Parties to the Montreal Protocol, in particular paragraphs 9 and 11, a presumption against the application of alternatives to HCFCs with a high impact on climate should be applied when reviewing projects and programmes, and that the implementing agencies should take this view into account when preparing such activities. Some members indicated that, when taking its decisions, the Executive Committee should take into account the fact that HFC-410a was not a restricted substance, and that equipment containing HFC-410a was marketed throughout the world. Other members noted that HFC-410a had a high GWP. It was also proposed that one way of dealing with HPMPs, which proposed reductions beyond the 10 per cent reduction for 2015, would be to have those countries commit to a higher level of phase-out in their Agreements.

143. Following discussions in a contact group, it was reported that the Government of Cameroon had committed to reduce HCFC consumption by 20 per cent of the country's baseline by 2017; had agreed to focus on the servicing sector as a priority to meet its 2013 and 2015 target obligations; and had agreed to postpone activities in the commercial refrigeration assembly sector, on the understanding that those activities could be submitted at a subsequent stage of the HPMP.

144. The Executive Committee decided:

- (a) To note that funding under stage I of the HCFC phase-out management plan (HPMP) for Cameroon would give priority to phasing out HCFC-22 in the refrigeration servicing sector, and that the HPMP component dealing with the conversion of the refrigeration and air conditioning manufacturing sector from HCFC-22 to HFC-410A would be postponed to a later stage of the HPMP;
- (b) To approve, in principle, stage I of the HPMP for Cameroon for the period 2011 to 2017 to reduce HCFC consumption by 20 per cent of the baseline, at the amount of US \$1,182,725 plus agency support costs of US \$88,704 for UNIDO;
- (c) To note that the Government of Cameroon had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 82.4 ODP tonnes, calculated using the average estimated consumption of 81.7 ODP tonnes and 83.1 ODP tonnes for 2009 and 2010, respectively, under the HPMP;
- (d) To deduct 25.4 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption;
- (e) To note that approval of stage I of the HPMP did not preclude Cameroon from submitting, prior to 2015, a proposal to achieve phase-out of HCFCs beyond that addressed in stage I of the HPMP;
- (f) To approve the draft Agreement between the Government of Cameroon and the Executive Committee for the reduction in consumption of HCFCs, as contained in Annex XXII to the present report;
- (g) To request the Fund Secretariat, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption accordingly; and

- (h) To approve the first tranche of stage I of the HPMP for Cameroon, and the corresponding implementation plan, at the amount of US \$884,453 plus agency support costs of US \$66,334 for UNIDO.

**(Decision 64/41)**

Indonesia: HCFC phase-out management plan (stage I, first tranche) (Australia/UNDP/UNIDO/World Bank)

145. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/64/34.

146. The Executive Committee appreciated the great efforts made by the Government of Indonesia and the agencies concerned to take into account the comments made at the 62<sup>nd</sup> and 63<sup>rd</sup> meetings. The representative of Japan, which had offered technical advice to Indonesia in terms of choice of alternative, said that Japan would offer similar support to any other country wishing to do the same. Concern was expressed, however, that HFC-32 was not a low-GWP substance and further consideration of the choice of alternatives was required. In response, several members warned against interfering with a party's choice of alternative technology and sector. Furthermore, there was no official definition, adopted by consensus, of "low GWP". One member suggested that a transition to HFC-32 rather than HFC-410a would provide substantial climate benefits owing to the lower GWP of HFC-32 compared to HFC-410a, smaller charge size and improved energy efficiency.

147. The representative of the Secretariat also stated that the change in technology choice since the previous submission of the HPMP had resulted in a lower overall cost for the plan and thus the cost issues that were previously of concern to the Secretariat had been addressed. The Executive Committee agreed to refer the matter to a contact group for further discussion. The contact group was requested to draw on the knowledge of the implementing agencies in its deliberations.

148. Following the report of the contact group, which stated that issues relating to the selection of alternative technology in the air-conditioning, refrigeration and foam sectors had been satisfactorily addressed, the Executive Committee decided:

- (a) To acknowledge with appreciation the commendable efforts made by Indonesia towards establishing forward-looking regulatory and policy action to sustain the HCFC phase-out;
- (b) To approve, in principle, stage I of the HCFC phase-out management plan (HPMP) for Indonesia for the period 2011 to 2018 to reduce HCFC consumption by 20 per cent of the baseline, at the amount of US \$12,692,684, plus agency support costs of US \$968,452, consisting of US \$300,000 plus agency support costs of US \$39,000 for the Government of Australia; US \$8,901,102 plus agency support costs of US \$667,583 for UNDP; US \$777,395 plus agency support costs of US \$58,305 for UNIDO; and US \$2,714,187 plus agency support costs of US \$203,564 for the World Bank;
- (c) To note that the Government of Indonesia had agreed to establish as its starting point for sustained aggregate reduction an estimated baseline of 402.2 ODP tonnes, calculated using actual consumption of 374.8 ODP tonnes reported for 2009 under Article 7 of the Montreal Protocol and estimated consumption of 429.5 ODP tonnes for 2010;
- (d) To deduct 135.0 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption;

- (e) To note that approval of stage I of the HPMP did not preclude Indonesia from submitting, prior to 2015, a proposal to achieve a reduction in HCFCs beyond that addressed in stage I of the HPMP;
- (f) To approve the draft Agreement between the Government of Indonesia and the Executive Committee for the reduction in consumption of HCFCs, as contained in Annex XXIII to the present report;
- (g) To request the Secretariat, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption accordingly;
- (h) To request UNDP, as the lead implementing agency, to submit a funding request for heat exchanger conversion as a component of the first tranche of the HPMP for Indonesia, once the Executive Committee had taken a decision on the funding of conversion for heat exchanger manufacturing, on the understanding that the level of funding would be calculated on the basis of that decision and would not exceed a maximum of US \$52,800 accordingly;
- (i) To request the Secretariat to update Appendix 2-A to the Agreement; and
- (j) To approve the first implementation plan for 2011-2012, and the first tranche of the HPMP for Indonesia at the amount of US \$7,087,200 consisting of US \$300,000 plus agency support costs of US \$39,000 for the Government of Australia; US \$4,000,000 plus agency support costs of US \$300,000 for UNDP; US \$777,395 plus agency support costs of US \$58,305 for UNIDO; and US \$1,500,000 plus agency support costs of US \$112,500 for the World Bank.

**(Decision 64/42)**

Jordan: HCFC phase-out management plan (stage I, first tranche) (UNIDO/World Bank)

149. The representative of the Secretariat introduced documents UNEP/OzL.Pro/ExCom/64/36 and Add.1.

150. Following the presentation, some concerns were raised about the fact that stage I of the HPMP focused on converting the refrigeration and air conditioning manufacturing sector from HCFC-22 to HFC-410a. Furthermore, contrary to policy, HCFC 141b was not being addressed as a priority, and the foam sector was hardly featured in stage I. In response to those concerns, it was explained that Jordan would secure the conversion of two enterprises established after 2007 at their own expense once the overall room air-conditioning (RAC) sector had been addressed. It was further stated that HFC-410a was the only alternative to HCFC-22 for air conditioning in countries with high ambient temperatures such as Jordan and the countries to which it exported. It was also important to take into account market and cost considerations.

151. The issues linked to the Jordan HPMP were discussed further in a contact group. Despite a fruitful exchange of information and ideas, there had not been enough time to resolve all of the elements necessary to approve the HPMP for Jordan at the present meeting. It was therefore suggested that the project be resubmitted to the 65<sup>th</sup> meeting of the Executive Committee, and that the implementing agencies be given an extra two weeks beyond the deadline for project submission to enable them to include input from the discussion held at the present meeting.

152. The Executive Committee decided:

- (a) To request UNIDO and the World Bank to resubmit stage I of the HCFC phase-out management plan (HPMP) for Jordan to the 65<sup>th</sup> meeting of the Executive Committee; and
- (b) To grant UNIDO and the World Bank a two-week extension of the deadline for submitting the HPMP for Jordan to the 65<sup>th</sup> meeting so that they could include input from the discussions held at the 64<sup>th</sup> meeting.

**(Decision 64/43)**

Lebanon: HCFC phase-out management plan (stage I, first tranche) (UNDP)

153. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/64/37.

154. Several members once again raised the issue of ODP reductions that exceeded 10 per cent of the baseline. One member also noted that the proposal included a project in the RAC sector, and suggested that it might be deferred to the next stage so as to possibly benefit from the latest technology in the sector.

155. Following discussions in a contact group regarding selection of technologies and level of commitment, it was reported that the Government of Lebanon had committed to phase out HCFC consumption to 17.5 per cent below the country's baseline by 2017.

156. The Executive Committee decided:

- (a) To approve, in principle, stage I of the HCFC phase-out management plan (HPMP) for Lebanon for the period 2011 to 2017 to reduce HCFC consumption by 17.5 per cent of the baseline, at the amount of US \$2,495,109 plus agency support costs of US \$187,133 for UNDP;
- (b) To note that the Government of Lebanon had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 72.8 ODP tonnes, calculated using actual consumption of 58.4 ODP tonnes reported for 2009 under Article 7 of the Montreal Protocol and estimated consumption of 87.1 ODP tonnes for 2010;
- (c) To deduct 20.0 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption;
- (d) To note that approval of stage I of the HPMP did not preclude Lebanon from submitting, prior to 2015, a proposal to achieve a reduction in HCFCs beyond that addressed in stage I of the HPMP;
- (e) To approve the draft Agreement between the Government of Lebanon and the Executive Committee for the reduction in consumption of HCFCs, as contained in Annex XXIV to the present report;
- (f) To request the Fund Secretariat, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption accordingly; and

- (g) To approve the first tranche of stage I of the HPMP for Lebanon, and the corresponding implementation plan, at the amount of US \$1,500,000, plus agency support costs of US \$112,500, for UNDP.

**(Decision 64/44)**

Mexico: HCFC phase-out management plan (stage I, first tranche) (UNIDO/UNDP)

157. The representative of the Secretariat introduced documents UNEP/OzL.Pro/ExCom/64/39 and Add.1.

158. Following the presentation, members expressed appreciation for the cost effectiveness of the plan. One member had two concerns, the first in relation to second stage conversions, and the second the high level of HCFC reduction, at almost 35 per cent of the baseline. Those concerns had been discussed directly with Mexico, and the member informed the Executive Committee of the outcome of the discussions. With regard to the first concern it had been determined that, while a couple of the second stage conversions were not cost effective, they contributed to the most cost-effective global approach for complying with the 2020 target. With respect to that concern, the representative of UNIDO added that the second-stage conversion companies were needed to reach the 35 per cent reduction target, in particular as those companies were buying from systems houses and could not be left out of the plan without potentially jeopardizing the entire project. The representative of UNDP also confirmed that conversions of second-stage companies covered under the systems house project component would be achieved through retrofits, and that no new equipment would be provided. As to the second concern, Mexico had agreed to commit to a 10 per cent reduction by 2015 and a 30 per cent reduction by 2018, and the Agreement was amended accordingly. That was considered a very positive response by Mexico that did not preclude Mexico from presenting stage II of the HPMP before 2015 for additional phase-out.

159. Another member also expressed a concern regarding inclusion of the servicing sector in the HPMP. The representative of UNIDO explained that the activities in the servicing sector focused on addressing the phase-out of HCFC-141b used in servicing equipment, and so were in line with Executive Committee's guidelines.

160. The Executive Committee decided:

- (a) To approve, in principle, stage I of the HCFC phase-out management plan (HPMP) for Mexico for the period 2011 to 2018 to reduce HCFC consumption by 30 per cent of the baseline, at the amount of US \$16,250,031, consisting of US \$3,891,279 plus agency support costs of US \$291,846 for UNIDO, and US \$11,225,029 plus agency support costs of US \$841,877 for UNDP;
- (b) To note that stage I of the HPMP also covered US \$3,171,146 in already approved HCFC phase-out projects (US \$2,428,987 plus agency support costs of US \$182,174 for UNDP, for the project for conversion from HCFC-141b and HCFC-22 in the manufacture of polyurethane insulation foam for domestic refrigerators at Mabe, approved at the 59<sup>th</sup> meeting; and US \$520,916 plus agency support costs of US \$39,069 for UNIDO, for the project for phase-out of HCFC-22 and HCFC-141b in aerosol manufacturing at Silimex, approved at the 63<sup>rd</sup> meeting);
- (c) To note that the Government of Mexico had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption the consumption of 1,214.8 ODP tonnes reported for 2008 under Article 7 of the Montreal Protocol, which were the latest data available when the HCFC phase-out project for Mabe had been approved at the 59<sup>th</sup> meeting;

- (d) To note the deduction of 66.8 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption for two projects approved at the 59<sup>th</sup> and 63<sup>rd</sup> meetings, and the deduction of a further 350.3 ODP tonnes of HCFCs for the implementation of stage I of the HPMP;
- (e) To note that approval of stage I of the HPMP did not preclude Mexico from submitting, prior to 2015, a proposal to achieve phase-out of HCFCs beyond that addressed in stage I of the HPMP;
- (f) To approve the draft Agreement between the Government of Mexico and the Executive Committee for the reduction in consumption of HCFCs, as contained in Annex XXV to the present report;
- (g) To request the Fund Secretariat, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting levels of maximum allowable consumption accordingly; and
- (h) To approve the first tranche of stage I of the HPMP for Mexico, and the corresponding implementation plan, at the amount of US \$5,132,196, consisting of US \$2,271,610 plus agency support costs of US \$170,371 for UNIDO, and US \$2,502,526 plus agency support costs of US \$187,689 for UNDP.

**(Decision 64/45)**

Trinidad and Tobago: HCFC phase-out management plan (first tranche) (UNDP )

161. The representative of the Secretariat introduced documents UNEP/OzL.Pro/ExCom/64/46 and Corr.1, and said that the HPMP covered activities to meet the 35 per cent reduction in consumption by 2020 in line with decision 60/44. One member reminded the meeting that decision 62/11 that allows former LVC countries with HCFC consumption in the refrigeration servicing sector only, that was above 360 mt, to meet control measures up to 2020, which had been noted in the document, did not apply to Trinidad and Tobago as it was no longer an LVC country and had also consumption in the manufacturing sector. However, given the specific circumstances of the country, stage I of the HPMP could still be approved on an exceptional basis.

162. The Executive Committee decided:

- (a) To approve, in principle and on an exceptional basis, stage I of the HCFC phase-out management plan (HPMP) for Trinidad and Tobago for the period 2011 to 2020 to meet the 35 per cent reduction in HCFC consumption, at the amount of US \$1,462,733 plus agency support costs of US \$109,705 for UNDP, on the understanding that:
  - (i) US \$1,288,933 were provided to address HCFC consumption in the refrigeration servicing sector to reach up to and include the 35 per cent reduction in 2020 in line with decision 60/44; and
  - (ii) US \$173,800 were provided for the investment component for the phase-out of 2.5 ODP tonnes of HCFC-141b used in the foam manufacturing sector;
- (b) To note that the Government of the Trinidad and Tobago had agreed to establish as its starting point for aggregate reduction in HCFC consumption an estimated baseline of 46.2 ODP tonnes, calculated using actual consumption of 38.0 ODP tonnes and

54.5 ODP tonnes reported for 2009 and 2010, respectively, under Article 7 of the Montreal Protocol;

- (c) To deduct 17.9 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption;
- (d) To approve the draft Agreement between the Government of the Trinidad and Tobago and the Executive Committee for the reduction in consumption of HCFCs, as contained in Annex XXVI to the present report;
- (e) To request the Secretariat, once the baseline data were known, to update Appendix 2-A to include the Agreement with the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption accordingly; and
- (f) To approve the first implementation plan for 2011-2012, and the first tranche of the HPMP for the Trinidad and Tobago at the amount of US \$559,900 plus agency support costs of US \$41,993 for UNDP.

**(Decision 64/46)**

Uruguay: HCFC phase-out management plan (first tranche) (UNDP/UNIDO)

163. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/64/47, explaining that UNDP, as the lead agency, had requested on behalf of the Government of Uruguay that consideration of the HPMP be deferred to a future meeting.

164. One country requested UNDP to explain the reason for deferral. UNDP indicated that the Government of Uruguay had advised that it “had carefully reviewed the proposal that the Multilateral Fund Secretariat was willing to accept and put forward to the ExCom, and had come to the conclusion that Uruguay needs to phase out more consumption in stage I of the HPMP in order to be able to comply with the 2013 freeze and 10% reduction in 2015. This was clearly reflected in the original HPMP proposal for Uruguay that was submitted to the Multilateral Fund Secretariat on April 4<sup>th</sup>, 2011. After Secretariat revision, the adjusted HPMP proposal for Uruguay will not allow the country to comply with its Montreal Protocol compliance obligations without imposing a high cost on the country”.

165. The Executive Committee noted that the submission of stage I of the HCFC phase-out management plan for Uruguay had been deferred by UNDP at the request of the Government of Uruguay.

**HCFC phase-out activities in China**

166. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/64/29 and said that the Governments of Germany and Japan, as well as UNDP, the lead implementing agency, and UNEP, UNIDO and the World Bank, on behalf of the Government of China, had re-submitted several documents for consideration by the Executive Committee at the present meeting, as well as additional documents that dealt with: its HPMP; a sector plan for the phase-out of HCFCs in the solvent sector; a national enabling programme for the HPMP for China, addressing activities in the refrigeration servicing sector; and national coordination for the HPMP. He said that the Secretariat had circulated the documents because it had been felt that they were important to give the Executive Committee all the relevant elements when considering approval of stage I of the HPMP. The observer for the Environmental Investigation Agency urged China to consider alternative technologies to the use of HFC-410a in the RAC sector and HFC-245fa in foam applications in order not to invest in outdated technologies.

167. Following the discussion, the Chair reconvened the contact group on the HPMP for China, which had been established at the 63<sup>rd</sup> meeting, with the representative of Switzerland as its facilitator, to further consider stage I of the HPMP. The Executive Committee subsequently heard a report from the facilitator of the contact group, who said that the group had come to an agreement on stage I of the HPMP, as well as on two of the demonstration projects, and that the solvent sector plan could be considered at the 65<sup>th</sup> meeting.

168. The representative of China thanked the contact group members, the bilateral and implementing agencies and the members of the Secretariat for their efforts in reaching an agreement on stage I of China's HPMP, as well as the two demonstration projects. Over the past 20 years, China had phased out 100,000 tonnes of ODS production and 110,000 tonnes of ODS consumption, and the present agreement would help China to address stage I of its HPMP. He thanked the Executive Committee for its flexibility and understanding and emphasized that China took seriously its promise to implement the agreement. Other members of the Executive Committee echoed those expressions and thanked China for its constructive approach to the negotiations.

Demonstration project for conversion from HCFC-22/HCFC-142b technology to CO<sub>2</sub> with methyl formate co-blowing technology in the manufacture of extruded polystyrene (XPS) foam at Feininger (Nanjing) Energy Saving Technology Co. Ltd. (UNDP)

169. The Executive Committee decided:

- (a) To approve the demonstration project for conversion from HCFC-22/HCFC-142b technology to CO<sub>2</sub> with methyl formate co-blowing technology in the manufacture of extruded polystyrene foam at Feininger (Nanjing) Energy Saving Technology Co. Ltd., at a total cost of US \$1,973,300 plus agency support costs of US \$147,998 for UNDP; and
- (b) To deduct 12.3 ODP tonnes of HCFCs from the starting point for sustained aggregate reductions in eligible consumption.

**(Decision 64/47)**

Demonstration project for conversion from HCFC-141b-based technology to iso-paraffin and siloxane (KC-6) technology for cleaning in the manufacture of medical devices at Zhejiang Kindly Medical Devices Co. Ltd. (UNDP/Japan)

170. The Executive Committee decided:

- (a) To approve the demonstration project for conversion from HCFC-141b based technology to iso-paraffin and siloxane (KC-6) technology for cleaning in the manufacture of medical devices at Zhejiang Kindly Medical Devices Co. Ltd., at a total cost of US \$352,051 plus agency support costs of US \$26,404 for UNDP, and US \$205,616 plus agency support costs of US \$26,730 for the Government of Japan; and
- (b) To deduct 3.1 ODP tonnes of HCFCs from the starting point for sustained aggregate reductions in eligible consumption.

**(Decision 64/48)**

Stage I of the HCFC phase-out management plan (UNDP, UNEP, UNIDO, World Bank, Germany, Japan)

171. The Executive Committee decided:

- (a) To acknowledge with deep appreciation the commendable efforts made by China towards the implementation of HCFC phase-out activities in the polyurethane foam (PU), the extruded polystyrene foam (XPS), the industrial and commercial refrigeration (ICR), the refrigeration and air conditioning (RAC) and the servicing sectors to enable it to meet the 2013 and 2015 phase-out targets stipulated in the Montreal Protocol;
- (b) To approve, in principle, stage I of the HCFC phase-out management plan (HPMP) for China for the period 2011 to 2015 to reduce HCFC consumption by 10 per cent of the baseline, at the amount of US \$265,000,000 plus agency support costs for the Government of Germany, the Government of Japan, UNDP, UNEP, UNIDO and the World Bank, on the understanding that a maximum level of funding of up to US \$5,000,000, plus agency support costs for UNDP, for the solvent sector could be considered at the 65<sup>th</sup> meeting;
- (c) To note that the Government of China had agreed to establish as its starting point for sustained aggregate reduction an estimated baseline of 19,408.8 ODP tonnes, calculated using actual consumption of 18,602.7 ODP tonnes reported for 2009 under Article 7 of the Montreal Protocol, and estimated consumption of 20,215.0 ODP tonnes for 2010;
- (d) To deduct 3,320.2 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption;
- (e) To approve the draft Agreement between the Government of China and the Executive Committee for the reduction in consumption of HCFCs, as contained in Annex XXVII to the present report;
- (f) To request the Fund Secretariat, once the baseline data were known, to update the Agreement, including Appendix 2-A, with the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption accordingly; and
- (g) To approve the first tranche of stage I of the HPMP for China and the corresponding implementation plan for 2011-2012 at the amount of US \$133,937,036, consisting of US \$459,023 plus agency support costs of US \$51,260 for the Government of Germany; US \$80,000 plus agency support costs of US \$10,400 for the Government of Japan; US \$25,740,000 plus agency support costs of US \$1,930,500 for UNDP; US \$1,579,000 plus agency support costs of US \$176,703 for UNEP; US \$57,802,000 plus agency support costs of US \$4,335,150 for UNIDO; and US \$38,859,000 plus agency support costs of US \$2,914,000 for the World Bank.

**(Decision 64/49)**

172. Subsequently the representative of Belgium requested that Belgium's view regarding the choice of technologies and the strategies being put forward in the HPMPs that had been considered at the present meeting be reflected in the report. The efforts to address those issues had to be seen in the light of paragraph 9 of decision XIX/6 of the Nineteenth Meeting of the Parties, which encouraged Parties to promote the selection of alternatives to HCFCs that minimized environmental impacts, in particular impacts on climate, and also met other health, safety and economic considerations. She said that

paragraph 11 of that decision had given the Executive Committee a specific mandate, when developing and applying funding criteria for projects and programmes, to give priority to the cost-effective projects and programmes that focused, *inter alia*, on: (a) phasing-out first those HCFCs with higher ODP, taking into account national circumstances, and (b) substitutes and alternatives that minimized other impacts on the environment, including on the climate, taking into account their GWP, energy use and other relevant factors. The discussion of several of the HPMPs submitted to the present meeting had to be seen in that light. Belgium believed that the Executive Committee had a duty towards the Parties to the Montreal Protocol to seriously address how to live up to their mandate, and in that light both the Executive Committee and the Parties should continue to work together in the spirit of paragraph 11 of decision XIX/6, as had been done throughout the present meeting, to consider whether enough priority had been given to phasing out HCFC-141b first and whether the sector plans had given priority to alternatives that had a low impact on the climate. She concluded by expressing Belgium's commitment to continue to work with other Executive Committee members, the implementing agencies and the Parties to find a reasonable approach to approving HPMPs, taking into account both the mandate from the Parties and the Parties' national circumstances.

**AGENDA ITEM 9: REPORT ON IMPLEMENTATION OF DISPOSAL PROJECTS (DECISION 58/19)**

173. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/64/49, which provided information on the experience gained in applying decision 58/19 to the implementation of ODS disposal pilot projects. It was observed that, while the bilateral and implementing agencies could be given more time to report on how the interim guidelines were used, in order to comply with decision 58/19(a)(iii) they had to report annually on the progress made and the experience gained with demonstration projects on ODS disposal.

174. The Executive Committee decided:

- (a) To note the report on the use of the interim guidelines for the funding of demonstration projects for the disposal of unwanted ODS, while mindful that there was as yet very little experience in the implementation of the full pilot projects;
- (b) To request implementing agencies to provide an update to the Secretariat on how those guidelines were used in carrying out the approved ODS disposal pilot projects as their implementation progresses, no later than the 69<sup>th</sup> meeting;
- (c) To reiterate that, in line with decision 58/19(a)(iii), bilateral and implementing agencies were requested to report annually to the first meeting of the Executive Committee on progress and experiences gained in demonstration projects on disposal, commencing in the first year after project approval, and to include in those reports information on: the amounts of the different ODS collected or identified, transported, stored and destroyed, as well as on financial, managerial and co-funding arrangements, and any other relevant issues, starting at the 66<sup>th</sup> meeting;
- (d) To request the Secretariat to prepare a report for the consideration of the Executive Committee at the 70<sup>th</sup> meeting based on subparagraph (b) above, summarizing the experience gained and making recommendations for future action; and
- (e) To request the Secretariat to continue using the interim guidelines and applying them also to pilot projects for low-volume-consuming countries until the Committee had considered the report requested in subparagraph (d) above.

**(Decision 64/50)**

**AGENDA ITEM 10: REPORT ON THE MULTILATERAL FUND CLIMATE IMPACT INDICATOR (DECISIONS 59/45, 62/62 AND 63/62)**

175. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/64/50.

176. There was general consensus that, although substantive work had been done on the MCII, more in-depth discussions were required to clarify the exact purpose, objective and end-users of the MCII, as had been stated at the 63<sup>rd</sup> meeting of the Executive Committee. It would also be beneficial to draw on the views and experience of the implementing agencies and other experts, as appropriate.

177. Several members of the Executive Committee said that they had found the MCII's application to the HPMP proposals under review at the present meeting useful in examining the choices of alternative technologies. It was pointed out, however, that the MCII had certain limitations, for example, an inability to take into account factors such as the effect of equipment upgrades and use in sector analysis. Furthermore, there was a need for the Executive Committee to clarify what the exact objective and purpose of the MCII should be in order to shape the course of the model's future development.

178. The Executive Committee decided:

- (a) To take note of the report on the experience gained in implementing the Multilateral Fund Climate Impact Indicator (MCII); and
- (b) To continue discussion of the MCII at its 65<sup>th</sup> meeting.

**(Decision 64/51)**

**AGENDA ITEM 11: PROVISIONAL 2010 ACCOUNTS**

179. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/64/51, stating that the Treasurer had explained that the charges relating to net losses from the fixed-exchange-rate mechanism (FERM) were grouped under the Secretariat's operating expenses. As such losses did not relate to the Secretariat's operational costs, it was proposed to reclassify FERM losses and reflect them differently in the financial statements. During the discussion, one member proposed that the FERM losses be reflected as a line item in Schedule 1.1 of the Multilateral Fund's Statement of Expenditures.

180. Following the discussion and further consultation on wording, the Executive Committee decided:

- (a) To take note of the Fund's 2010 provisional accounts contained in document UNEP/OzL.Pro/ExCom/64/51;
- (b) To note that the 2010 final accounts of the Fund would be submitted to the Committee at its 65<sup>th</sup> meeting and that further adjustments would be introduced if required;
- (c) To note the actions taken by the Treasurer in 2010 to reflect the adjustments resulting from the reconciliation of the 2009 accounts exercise; and
- (d) To request the Treasurer to reclassify the fixed-exchange-rate mechanism loss, presently classified as Secretariat's expenditure, as a separate line item in the financial statement.

**(Decision 64/52)**

**AGENDA ITEM 12: REPORT OF THE SUB-GROUP ON THE PRODUCTION SECTOR**

181. The representative of Australia, as the convener of the Production Sector Sub-group, introduced the Sub-group's report contained in document UNEP/OzL.Pro/ExCom/64/52, indicating that progress had been made on the text for a possible decision on HCFC production sector guidelines, and that the guidelines would be discussed further by the Sub-group at the 65<sup>th</sup> meeting.

182. The Executive Committee decided:

- (a) To note the report of the Sub-group on the Production Sector contained in document UNEP/OzL.Pro/ExCom/64/52; and
- (b) To request the Sub-group to continue its discussions on the guidelines for the HCFC production sector and implementation of decision 60/47.

**(Decision 64/53)**

**AGENDA ITEM 13: OTHER MATTERS**

Implementation of Montreal Protocol activities in Haiti post the impact of the devastating 2010 earthquake (submitted by UNEP in response to decisions 61/52 and 62/70)

183. The representative of UNEP introduced document UNEP/OzL.Pro/ExCom/64/Inf.2/Rev.1, which contained an interim report on the strategy and action plan to assist Haiti to return to the pre-implementation level of the Montreal Protocol. The report highlighted the particular challenges being faced by Haiti following the devastating earthquake and stressed that recovery in that country was taking place at a slow pace and on a scale that did not meet existing needs. Ninety per cent of the infrastructure had been damaged and UNEP, in consultation with UNDP, was requesting special permission to allow for the flexible implementation of the approved projects, as well as for the preparation of the country's HPMP.

184. Several members supported the request by UNEP and UNDP and stressed that the report should be considered a "living" document. They also said that the challenge for the agencies was now to develop concrete action proposals to help Haiti.

185. The Executive Committee took note of the report on the implementation of Montreal Protocol activities in Haiti post the impact of the devastating 2010 earthquake by the representative of UNEP.

Date and venue of the 65<sup>th</sup> meeting of the Executive Committee

186. The Chief Officer reminded the Executive Committee that at the 63<sup>th</sup> meeting it had been decided to hold the 65<sup>th</sup> meeting in Bali (Indonesia) from 6 to 10 November 2011, during the week preceding the Twenty-third Meeting of the Parties of the Montreal Protocol. However, since the 63<sup>rd</sup> meeting, the Ozone Secretariat had received a letter from the Government of Indonesia requesting that the Twenty-third meeting take place a week later. Owing to the change, the Secretariat had been in contact with the Government of Indonesia with a view to also holding the 65<sup>th</sup> meeting a week later. As a result of those discussions, the 65<sup>th</sup> meeting could be held in Bali (Indonesia) from 13 to 17 November 2011.

187. The Executive Committee decided to hold its 65<sup>th</sup> meeting in Bali (Indonesia) from 13 to 17 November 2011, thus amending decision 63/65.

**(Decision 64/54)**

Tribute to Mr. Rajendra Shende

188. At the end of the meeting, tribute was paid to the outgoing head of UNEP's OzonAction branch, Mr. Rajendra Shende, to recognize his instrumental and unwavering support to ozone layer protection. During his career, Mr. Shende had pioneered and helped strengthen UNEP's regional networks and had played a key role in ensuring funding for UNEP's CAP. Mr Shende thanked the Executive Committee for teaching him profound lessons, and expressed his desire to continue contributing to its work from the sidelines.

**AGENDA ITEM 14: ADOPTION OF THE REPORT**

189. The Executive Committee adopted its report on the basis of the draft report contained in document UNEP/OzL.Pro/ExCom/64/L.1.

**AGENDA ITEM 15: CLOSURE OF THE MEETING**

190. Following the customary exchange of courtesies, the Chair declared the meeting closed at 6.45 p.m. on Friday, 29 July 2011.

## TRUST FUND FOR THE MULTILATERAL FUND FOR THE IMPLEMENTATION OF THE MONTREAL PROTOCOL

TABLE 1 : STATUS OF THE FUND FROM 1991-2011 (IN US DOLLARS)

As at 22 July 2011

<b>INCOME</b>		
Contributions received:		
- Cash payments including note encashments		2,460,563,389
- Promissory notes held		34,273,214
- Bilateral cooperation		137,274,400
- Interest earned		204,280,554
- Additional income from loans and other sources		453,747
- Miscellaneous income		13,234,363
<b>Total Income</b>		<b>2,850,079,668</b>
<b>ALLOCATIONS* AND PROVISIONS</b>		
- UNDP	610,423,993	
- UNEP	197,725,418	
- UNIDO	614,650,957	
- World Bank	1,029,811,331	
Unspecified projects	453,747	
Less Adjustments	-	
<b>Total allocations to implementing agencies</b>		<b>2,453,065,446</b>
Secretariat and Executive Committee costs (1991-2010)		85,325,772
- includes provision for staff contracts into 2013		
Treasury fees (2003-2011)		4,050,550
Monitoring and Evaluation costs (1999-2011)		3,028,504
Technical Audit costs (1998-2010)		1,709,960
Information Strategy costs (2003-2004)		
- includes provision for Network maintenance costs for 2004		104,750
Bilateral cooperation		137,274,400
Provision for fixed-exchange-rate mechanism's fluctuations		
- losses/(gains) in value		(27,646,421)
<b>Total allocations and provisions</b>		<b>2,656,912,962</b>
Cash		<b>158,893,492</b>
<b>Promissory Notes:</b>		
	<b>2011</b>	5,573,667
	<b>2012</b>	14,783,900
	<b>2013</b>	8,209,219
	<b>2014</b>	1,851,206
	<b>Unscheduled</b>	3,855,222
		<b>34,273,214</b>
<b>BALANCE AVAILABLE FOR NEW ALLOCATIONS</b>		<b>193,166,706</b>

\* Amounts reflect net approvals for which resources are transferred including promissory notes that are not yet encashed by the Implementing Agencies. It reflects the Secretariat's inventory figures on the net approved amounts. These figures are under review in the on-going reconciliation exercise.

TRUST FUND FOR THE MULTILATERAL FUND FOR THE IMPLEMENTATION OF THE MONTREAL PROTOCOL  
**TABLE 2 : 1991 - 2011 SUMMARY STATUS OF CONTRIBUTIONS AND OTHER INCOME**  
BALANCE AVAILABLE FOR NEW ALLOCATIONS

As at 22 July 2011

Description	1991-1993	1994-1996	1997-1999	2000-2002	2003-2005	2006-2008	1991 - 2008	2009	2010	2011	1991 - 2011
Pledged contributions	234,929,241	424,841,347	472,567,009	440,000,001	474,000,000	368,028,480	2,414,366,078	133,342,202	132,940,489	133,346,281	2,813,995,051
Cash payments/received	206,290,209	381,555,255	412,846,114	407,967,672	417,556,075	337,889,281	2,164,104,606	118,313,414	115,037,690	63,107,678	2,460,563,389
Bilateral assistance	4,366,255	11,909,814	21,445,913	21,315,399	48,014,207	19,098,367	126,149,955	2,990,207	4,645,530	3,488,708	137,274,400
Promissory notes	0	0	0	0	0	1,897,001	1,897,001	8,521,348	9,256,028	14,598,838	34,273,214
Total payments	210,656,464	393,465,069	434,292,027	429,283,071	465,570,282	358,884,649	2,292,151,562	129,824,969	128,939,247	81,195,224	2,632,111,003
Disputed contributions	0	8,098,267	0	0	0	32,471,642	40,569,909	0	405,792	0	40,975,701
Outstanding pledges	24,272,777	31,376,278	38,274,982	10,716,930	8,429,718	9,143,831	122,214,516	3,517,233	4,001,242	52,151,057	181,884,048
Payments %age to pledges	89.67%	92.61%	91.90%	97.56%	98.22%	97.52%	94.94%	97.36%	96.99%	60.89%	93.54%
Interest earned	5,323,644	28,525,733	44,685,516	53,946,601	19,374,449	43,537,814	195,393,757	4,403,437	3,645,451	837,909	204,280,554
Additional income						453,747	453,747	0	0	0	453,747
Miscellaneous income	1,442,103	1,297,366	1,223,598	1,125,282	1,386,177	3,377,184	9,851,710	1,741,884	909,467	731,303	13,234,363
<b>TOTAL INCOME</b>	<b>217,422,212</b>	<b>423,288,168</b>	<b>480,201,141</b>	<b>484,354,955</b>	<b>486,330,908</b>	<b>406,253,394</b>	<b>2,497,850,777</b>	<b>135,970,290</b>	<b>133,494,165</b>	<b>82,764,436</b>	<b>2,850,079,668</b>
<b>Accumulated figures</b>	<b>1991-1993</b>	<b>1994-1996</b>	<b>1997-1999</b>	<b>2000-2002</b>	<b>2003-2005</b>	<b>2006-2008</b>	<b>1991 - 2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>1991 - 2011</b>
Total pledges	234,929,241	424,841,347	472,567,009	440,000,001	474,000,000	368,028,480	2,414,366,078	133,342,202	132,940,489	133,346,281	2,813,995,051
Total payments	210,656,464	393,465,069	434,292,027	429,283,071	465,570,282	358,884,649	2,292,151,562	129,824,969	128,939,247	81,195,224	2,632,111,003
Payments %age to pledges	89.67%	92.61%	91.90%	97.56%	98.22%	97.52%	94.94%	97.36%	96.99%	60.89%	93.54%
Total income	217,422,212	423,288,168	480,201,141	484,354,955	486,330,908	406,253,394	2,497,850,777	135,970,290	133,494,165	82,764,436	2,850,079,668
Total outstanding contributions	24,272,777	31,376,278	38,274,982	10,716,930	8,429,718	9,143,831	122,214,516	3,517,233	4,001,242	52,151,057	181,884,048
As % to total pledges	10.33%	7.39%	8.10%	2.44%	1.78%	2.48%	5.06%	2.64%	3.01%	39.11%	6.46%
Outstanding contributions for certain Countries with Economies in Transition (CEITs)	24,272,777	31,376,278	32,602,722	9,811,798	7,511,983	6,020,412	111,595,970	2,670,566	3,141,513	3,326,537	120,734,586
CEITs' outstandings %age to pledges	10.33%	7.39%	6.90%	2.23%	1.58%	1.64%	4.62%	2.00%	2.36%	2.49%	4.29%

PS: CEITs are Azerbaijan, Belarus, Bulgaria, Czech Republic, Estonia, Hungary, Latvia, Lithuania, Poland, Russian Federation, Slovakia, Slovenia, Tajikistan, Ukraine and Uzbekistan, including Turkmenistan up to 2004 as per decision XVI/39.

TRUST FUND FOR THE MULTILATERAL FUND FOR THE IMPLEMENTATION OF THE MONTREAL PROTOCOL

**TABLE 3 : 1991-2011 Summary Status of Contributions**

As at 22 July 2011

Party	Agreed Contributions	Cash Payments	Bilateral Assistance	Promissory Notes	Outstanding Contributions	Exchange (Gain)/Loss. NB:Negative amount = Gain
Andorra	34,764	21,779	0	0	12,985	0
Australia*	53,885,957	52,614,050	1,271,907	0	0	522,471
Austria	29,820,885	28,709,882	131,790	0	979,213	-997,918
Azerbaijan	893,835	311,683	0	0	582,152	0
Belarus	2,757,648	0	0	0	2,757,648	0
Belgium	36,953,779	36,953,780	0	0	0	710,805
Bulgaria	1,249,950	1,249,950	0	0	0	0
Canada*	99,311,374	84,820,454	9,782,205	3,855,222	853,494	-4,177,602
Cyprus	557,846	557,846	0	0	0	0
Czech Republic	8,063,325	7,815,305	248,020	0	0	173,477
Denmark	24,366,454	24,205,401	161,053	0	0	-917,062
Estonia	270,863	270,862	0	0	0	10,832
Finland	19,144,452	18,745,294	399,158	0	0	-708,738
France	215,163,852	190,256,363	15,272,729	0	9,634,760	-15,613,347
Germany	313,361,380	244,379,243	47,511,445	19,437,658	2,033,034	-2,691,984
Greece	15,477,570	14,216,932	0	0	1,260,638	-1,517,252
Hungary	5,309,587	4,658,166	46,494	0	604,927	-76,259
Iceland	1,107,552	1,047,658	0	0	59,894	22,369
Ireland	9,409,152	9,409,152	0	0	0	485,136
Israel	11,567,842	3,824,671	152,462	0	7,590,709	0
Italy	168,558,417	148,024,479	15,287,208	0	5,246,730	3,291,976
Japan	557,099,376	533,911,897	17,758,173	0	5,429,306	0
Kuwait	286,549	286,549	0	0	0	0
Latvia	479,970	479,969	0	0	0	-2,483
Liechtenstein	273,840	273,839	0	0	0	0
Lithuania	738,691	195,543	0	0	543,148	0
Luxembourg	2,486,973	2,486,973	0	0	0	-79,210
Malta	180,788	180,788	0	0	0	0
Monaco	187,674	187,674	0	0	0	-1,388
Netherlands	57,032,746	57,032,746	0	0	0	0
New Zealand	8,113,608	8,113,607	0	0	0	225,284
Norway	21,548,286	21,548,286	0	0	0	270,900
Panama	16,915	16,915	0	0	0	0
Poland	9,958,006	7,673,016	113,000	0	2,171,991	0
Portugal	12,920,688	10,605,959	101,700	0	2,213,029	198,162
Romania	440,060	213,435	0	0	226,625	0
Russian Federation	105,073,728	0	0	0	105,073,728	0
Singapore	531,221	459,245	71,976	0	0	0
Slovak Republic	2,416,550	2,400,028	16,523	0	0	0
Slovenia	1,405,400	1,405,400	0	0	0	0
South Africa	3,793,691	3,763,691	30,000	0	0	0
Spain	84,244,396	77,148,176	3,184,763	0	3,911,458	-569,654
Sweden	37,654,049	35,965,676	1,688,374	0	0	-538,242
Switzerland	41,139,728	39,226,498	1,913,230	0	0	-2,129,153
Tajikistan	106,504	29,757	0	0	76,747	0
Turkmenistan**	293,245	5,764	0	0	287,481	0
Ukraine	9,217,690	1,082,925	0	0	8,134,764	0
United Arab Emirates	559,639	559,639	0	0	0	0
United Kingdom	190,095,816	189,530,816	565,000	0	0	-3,537,544
United States of America	647,742,136	593,497,025	21,567,191	10,980,334	21,697,586	0
Uzbekistan	690,604	188,606	0	0	501,998	0
SUB-TOTAL	2,813,995,051	2,460,563,389	137,274,400	34,273,214	181,884,048	-27,646,421
Disputed Contributions***	40,975,701	0	0	0	40,975,701	0
TOTAL	2,854,970,752	2,460,563,389	137,274,400	34,273,214	222,859,749	0

NB: (\*) The bilateral assistance recorded for Australia and Canada was adjusted following approvals at the 39<sup>th</sup> Meeting and taking into consideration a reconciliation carried out by the Secretariat through the progress reports submitted to the 40<sup>th</sup> Meeting to read US \$1,208,219 and US \$6,449,438 instead of US \$1,300,088 and US \$6,414,880 respectively.

(\*\*) In accordance with decisions VI/5 and XVI/39 of the Meeting of the Parties to the Montreal Protocol, Turkmenistan has been reclassified as operating under Article 5 in 2004 and therefore its contribution of US \$5,764 for 2005 should be disregarded.

(\*\*\*) Amounts for France, Germany, Italy, Japan and the United Kingdom netted off from the 1996 contributions and are shown here for records only. Amount for the United States of America netted off from the 2007 and 2008 contributions. Additional amount of US\$ 405,792 reflected from the USA 2010 contributions.

## TRUST FUND FOR THE MULTILATERAL FUND FOR THE IMPLEMENTATION OF THE MONTREAL PROTOCOL

TABLE 4 : Status of Contributions for 2011

As at 22 July 2011

Party	Agreed Contributions	Cash Payments	Bilateral Assistance	Promissory Notes	Outstanding Contributions
Andorra	12,948				12,948
Australia	2,892,711	2,892,711			0
Austria	1,435,834	456,621			979,213
Azerbaijan	8,094				8,094
Belarus	32,375				32,375
Belgium	1,783,865	1,783,865			0
Bulgaria	32,375	32,375			0
Canada	4,819,027	110,311		3,855,222	853,494
Cyprus	71,225	71,225			0
Czech Republic	454,869	454,869			0
Denmark	1,196,258	1,196,258			0
Estonia	25,900	25,900			0
Finland	912,976	912,976			0
France	10,199,760		565,000		9,634,760
Germany	13,884,041		2,776,808	5,553,617	5,553,617
Greece	964,777				964,777
Hungary	394,976				394,976
Iceland	59,894				59,894
Ireland	720,345	720,345			0
Israel	678,257				678,257
Italy	8,221,645	5,455,623			2,766,022
Japan	26,910,144	26,910,144	146,900		(146,900)
Latvia	29,138	29,138			0
Liechtenstein	16,188	16,188			0
Lithuania	50,181				50,181
Luxembourg	137,594	137,594			0
Malta	27,519	27,519			0
Monaco	4,856	4,856			0
Netherlands	3,031,924	3,031,924			0
New Zealand	414,401	414,401			0
Norway	1,265,865	1,265,865			0
Poland	810,995				810,995
Portugal	853,083				853,083
Romania	113,313				113,313
Russian Federation	1,942,503				1,942,503
Slovak Republic	101,981	101,981			0
Slovenia	155,400	155,400			0
Spain	4,804,458				4,804,458
Sweden	1,733,684	1,733,684			0
Switzerland	1,968,403	1,968,403			0
Tajikistan	1,619				1,619
Ukraine	72,844				72,844
United Kingdom	10,751,755	10,751,755			0
United States of America	29,333,333	2,445,747		5,190,000	21,697,586
Uzbekistan	12,950				12,950
<b>SUB-TOTAL</b>	<b>133,346,281</b>	<b>63,107,678</b>	<b>3,488,708</b>	<b>14,598,838</b>	<b>52,151,057</b>
		0	0	0	0
<b>TOTAL</b>	<b>133,346,281</b>	<b>63,107,678</b>	<b>3,488,708</b>	<b>14,598,838</b>	<b>52,151,057</b>

## TRUST FUND FOR THE MULTILATERAL FUND FOR THE IMPLEMENTATION OF THE MONTREAL PROTOCOL

**TABLE 5 : Status of Contributions for 2010**

As at 22 July 2011

Party	Agreed Contributions	Cash Payments	Bilateral Assistance	Promissory Notes	Outstanding Contributions
Andorra	12,948	12,911			37
Australia	2,892,711	2,892,711			0
Austria	1,435,834	1,435,834			0
Azerbaijan	8,094				8,094
Belarus	32,375				32,375
Belgium	1,783,865	1,783,865			0
Bulgaria	32,375	32,375			0
Canada	4,819,027	4,489,632	329,395		0
Cyprus	71,225	71,225			0
Czech Republic	454,869	363,904	90,965		0
Denmark	1,196,258	1,196,258			0
Estonia	25,900	25,900			0
Finland	912,976	912,976			0
France	10,199,760	9,907,090	207,355		85,315
Germany	13,884,041	4,628,014	1,262,066	9,256,028	(1,262,066)
Greece	964,777	668,916			295,861
Hungary	394,976	185,024			209,952
Iceland	59,894	59,894			0
Ireland	720,345	720,345			0
Israel	678,257				678,257
Italy	8,221,645	6,577,316	655,400		988,929
Japan	26,910,144	25,702,795	1,207,349		0
Latvia	29,138	29,138			0
Liechtenstein	16,188	16,188			0
Lithuania	50,181				50,181
Luxembourg	137,594	137,594			0
Malta	27,519	27,519			0
Monaco	4,856	4,856			0
Netherlands	3,031,924	3,031,923			0
New Zealand	414,401	414,401			0
Norway	1,265,865	1,265,865			0
Poland	810,995				810,995
Portugal	853,083				853,083
Romania	113,313				113,313
Russian Federation	1,942,503				1,942,503
Slovak Republic	101,981	101,981			0
Slovenia	155,400	155,400			0
Spain	4,804,458	4,804,458	893,000		(893,000)
Sweden	1,733,684	1,733,684			0
Switzerland	1,968,403	1,968,403			0
Tajikistan	1,619				1,619
Ukraine	72,844				72,844
United Kingdom	10,751,755	10,751,755			0
United States of America	28,927,541	28,927,541			0
Uzbekistan	12,950				12,950
<b>SUB-TOTAL</b>	<b>132,940,489</b>	<b>115,037,690</b>	<b>4,645,530</b>	<b>9,256,028</b>	<b>4,001,242</b>
Disputed Contributions(*)	405,792	0	0	0	405,792
<b>TOTAL</b>	<b>133,346,281</b>	<b>115,037,690</b>	<b>4,645,530</b>	<b>9,256,028</b>	<b>4,407,034</b>

(\*) Additional amount on Disputed contribution relating to the USA.

## TRUST FUND FOR THE MULTILATERAL FUND FOR THE IMPLEMENTATION OF THE MONTREAL PROTOCOL

**TABLE 6 : Status of Contributions for 2009**

As at 22 July 2011

Party	Agreed Contributions	Cash Payments	Bilateral Assistance	Promissory Notes	Outstanding Contributions
Andorra	8,868	8,868			0
Australia	2,892,711	2,892,711			0
Austria	1,435,834	1,435,834			0
Azerbaijan	8,094				8,094
Belarus	32,375				32,375
Belgium	1,783,865	1,783,865			0
Bulgaria	32,375	32,375			0
Canada	4,819,027	4,719,586	99,440		0
Cyprus	71,225	71,225			0
Czech Republic	454,869	363,904	90,965		0
Denmark	1,196,258	1,196,258			0
Estonia	25,900	25,900			0
Finland	912,976	912,976			0
France	10,199,760	9,997,393	287,682		(85,315)
Germany	13,884,041	9,256,028	2,199,392	4,628,014	(2,199,392)
Greece	964,777	964,777			(0)
Hungary	394,976	394,976			(0)
Iceland	59,894	59,894			0
Ireland	720,345	720,345			0
Israel	678,257				678,257
Italy	8,221,645	6,687,842	152,550		1,381,252
Japan	26,910,144	26,749,966	160,178		0
Latvia	29,138	29,138			0
Liechtenstein	16,188	16,188			0
Lithuania	50,181				50,181
Luxembourg	137,594	137,594			0
Malta	27,519	27,519			0
Monaco	4,856	4,856			0
Netherlands	3,031,924	3,031,924			0
New Zealand	414,401	414,401			0
Norway	1,265,865	1,265,865			0
Poland	810,995	260,995			550,000
Portugal	853,083	346,219			506,863
Romania	113,313	113,313			0
Russian Federation	1,942,503				1,942,503
Slovak Republic	101,981	101,981			0
Slovenia	155,400	155,400			0
Spain	4,804,458	4,239,458			565,000
Sweden	1,733,684	1,733,684			0
Switzerland	1,968,403	1,968,403			0
Tajikistan	1,619				1,619
Ukraine	72,844				72,844
United Kingdom	10,751,755	10,751,755			0
United States of America	29,333,333	25,439,999		3,893,334	0
Uzbekistan	12,950				12,950
<b>TOTAL</b>	<b>133,342,202</b>	<b>118,313,414</b>	<b>2,990,207</b>	<b>8,521,348</b>	<b>3,517,233</b>

TRUST FUND FOR THE MULTILATERAL FUND FOR THE IMPLEMENTATION OF THE MONTREAL PROTOCOL

**TABLE 7 : Status of Contributions for 2008**

As at 22 July 2011

Party	Agreed Contributions	Cash Payments	Bilateral Assistance	Promissory Notes	Outstanding Contributions
Australia	2,660,143	2,660,143			0
Austria	1,435,341	1,435,341			0
Azerbaijan	8,355				8,355
Belarus	30,077				30,077
Belgium	1,786,239	1,786,239			0
Bulgaria	28,406	28,406			0
Canada	4,700,366	3,760,293	940,073		0
Cyprus	65,167	65,167			0
Czech Republic	305,783	305,783			0
Denmark	1,199,738	1,199,738			0
Estonia	20,051	20,051			0
Finland	890,613	890,613			0
France	10,075,793	9,148,063	842,980		84,750
Germany*	14,473,719	5,789,487	2,953,920	0	5,730,311
Greece	885,600	885,600			0
Hungary	210,539	210,539			0
Iceland	56,812	56,812			0
Ireland	584,830	584,830			0
Israel	780,331		114,356		665,975
Italy	8,162,562	4,665,805	1,521,994		1,974,763
Japan	29,362,667	29,362,667	33,900		(33,900)
Latvia	25,064	25,064			0
Liechtenstein	8,355	8,355			0
Lithuania	40,103				40,103
Luxembourg	128,663	128,663			0
Malta	23,393	23,393			0
Monaco	5,013	5,013			0
Netherlands	2,823,896	1,671,687			1,152,209
New Zealand	369,279	369,279			0
Norway	1,134,571	1,134,571			0
Poland	770,305	770,305			0
Portugal	785,344	785,344			0
Romania	100,122	100,122			0
Russian Federation	1,838,039				1,838,039
Slovak Republic	85,218	85,218			0
Slovenia	137,017	137,017			0
Spain	4,210,779	4,044,217	731,562		(565,000)
Sweden	1,667,602	1,667,602			0
Switzerland	2,000,120	1,997,218	91,689		(88,787)
Tajikistan	1,671				1,671
Ukraine	65,167				65,167
United Kingdom	10,237,875	10,237,875			0
United States of America**	11,780,749	9,883,749		1,897,000	(0)
Uzbekistan	23,393				23,393
<b>SUB-TOTAL</b>	<b>115,984,871</b>	<b>95,930,272</b>	<b>7,230,474</b>	<b>1,897,000</b>	<b>10,927,125</b>
Disputed Contributions**	<b>17,581,918</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>17,581,918</b>
<b>TOTAL</b>	<b>133,566,789</b>	<b>95,930,272</b>	<b>7,230,474</b>	<b>1,897,000</b>	<b>28,509,043</b>

(\*) Bilateral assistance of US \$572,817 approved at the 51<sup>st</sup> Meeting of the Excom applied in 2008 and US \$353,814 approved at the 52<sup>nd</sup> Meeting of the Excom applied in 2008.

(\*\*) Balance of USA Disputed contribution of US \$32,471,642 of which US \$14,889,724 was applied to 2007

TRUST FUND FOR THE MULTILATERAL FUND FOR THE IMPLEMENTATION OF THE MONTREAL PROTOCOL  
**TABLE 8 : Status of Contributions for 2006-2008**  
As at 22 July 2011

Party	Agreed Contributions	Cash Payments	Bilateral Assistance	Promissory Notes	Outstanding Contributions
Australia	7,980,429	7,850,479	129,950	0	0
Austria	4,306,023	4,306,023	0	0	0
Azerbaijan	25,064	0	0	0	25,064
Belarus	90,231	0	0	0	90,231
Belgium	5,358,718	5,358,718	0	0	0
Bulgaria	85,218	85,218	0	0	0
Canada	14,101,098	12,469,209	1,631,889	0	0
Cyprus	195,500	195,500	0	0	0
Czech Republic	917,348	917,348	0	0	0
Denmark	3,599,214	3,599,214	0	0	0
Estonia	60,154	60,154	0	0	0
Finland	2,671,840	2,671,840	0	0	0
France	30,227,380	27,778,425	2,357,630	0	91,325
Germany*	43,421,156	34,736,924	8,743,355	1	(59,124)
Greece	2,656,801	1,527,311	0	0	1,129,490
Hungary	631,617	631,617	0	0	0
Iceland	170,436	170,436	0	0	0
Ireland	1,754,491	1,754,491	0	0	0
Israel	2,340,993	0	114,356	0	2,226,637
Italy	24,487,687	19,590,142	4,787,018	0	110,527
Japan	88,088,000	88,088,000	96,050	0	(96,050)
Latvia	75,192	75,192	0	0	0
Liechtenstein	25,064	25,064	0	0	0
Lithuania	120,308	0	0	0	120,308
Luxembourg	385,988	385,988	0	0	0
Malta	70,180	70,180	0	0	0
Monaco	15,038	15,038	0	0	0
Netherlands	8,471,687	8,471,687	0	0	0
New Zealand	1,107,836	1,107,836	0	0	0
Norway	3,403,713	3,403,713	0	0	0
Poland	2,310,916	2,310,916	0	0	0
Portugal	2,356,031	2,356,031	0	0	0
Romania	100,122	100,122	0	0	0
Russian Federation	5,514,116	0	0	0	5,514,116
Slovak Republic	255,654	255,654	0	0	0
Slovenia	411,052	411,052	0	0	0
Spain	12,632,338	12,470,176	731,562	0	(569,400)
Sweden	5,002,807	5,002,807	0	0	0
Switzerland	6,000,361	5,203,789	506,557	0	290,015
Tajikistan	5,013	0	0	0	5,013
Ukraine	195,500	0	0	0	195,500
United Kingdom	30,713,625	30,713,625	0	0	0
United States of America**	55,616,358	53,719,359	0	1,897,000	(1)
Uzbekistan	70,180	0	0	0	70,180
<b>TOTAL</b>	<b>368,028,480</b>	<b>337,889,281</b>	<b>19,098,367</b>	<b>1,897,001</b>	<b>9,143,831</b>

\* Bilateral assistance of US \$572,817 approved at the 51<sup>st</sup> Meeting of the Excom applied in 2008 and US \$353,814 approved at the 52<sup>nd</sup> Meeting of the Excom applied in 2008 for Germany.

\*\* The total contribution shown here for the USA for the replenishment period is after netting off the disputed amount of US \$32,471,642.

Table 9: Status of Promissory Notes as at 22 July 2011

## MULTILATERAL FUND'S PROMISSORY NOTES

Country	HELD BY			IMPLEMENTING AGENCY FOR WHICH HELD OR ASSIGNED TO					
	A WORLD BANK	B TREASURER	C= A+B TOTAL	D UNDP	E UNEP	F UNIDO	G WORLD BANK	H TREASURER	D+E+F+G+H=I I=C TOTAL
	Net Value	Net Value	Net Value	Net Value	Net Value	Net Value	Net Value	Net Value	Net Value
Canada		3,855,222	3,855,222					3,855,222	3,855,222
France			0					0	0
Germany		19,437,658	19,437,658					19,437,658	19,437,658
The Netherlands			0					0	0
United Kingdom			0					0	0
United States of America		10,980,334	10,980,334					10,980,334	10,980,334
<b>TOTAL</b>	<b>0</b>	<b>34,273,214</b>	<b>34,273,214</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>34,273,214</b>	<b>34,273,214</b>

2004-2011 Ledger of Promissory Notes as at 22 July 2011

Table 10 : SCHEDULE OF MULTILATERAL FUND PROMISSORY NOTES: 2004 - 2011

RECEIPTS												ENCASHMENTS		
Date of Submission a/	Year of contribution	Country of Origin	P/Note code	Denomination/ Type of currency	Amount (in Original denomination)	Note Value in USD per UNEP	Date of transfer	Agency	Transfer amount in Original denomination	Date of Encashment	Actual Encashment value (USD)	Gain/(Loss) to intended value (USD)		
25/10/2004	2004	Canada		Can\$	6,216,532.80	3,963,867.12	09/11/2004	IBRD	6,216,532.80	19/01/2005	5,140,136.76	1,176,269.64		
21/04/2005	2005	Canada		Can\$	6,216,532.78	3,963,867.12	Nov. 2005	TREASURER	6,216,532.78	Nov. 2005	5,307,831.95	1,343,964.83		
22/12/2006	2006	Canada		Can\$	4,794,373.31	3,760,292.79	19/07/2007	TREASURER	4,794,373.31	19/07/2007	4,086,320.38	328,027.59		
27/06/2008	2008	Canada		Can\$	4,794,373.31	3,760,292.79	19/03/2008	TREASURER	4,794,373.31	19/03/2008	4,492,899.74	72,806.95		
12/06/2009	2009	Canada		Can\$	3,834,018.00	3,855,221.72	10/12/2009	TREASURER	3,834,018.00	10/12/2009	3,608,827.18	(246,394.52)		
28/05/2010	2010	Canada		Can\$	3,834,018.00	3,855,221.72	06/10/2010	TREASURER	3,834,018.00	06/10/2010	3,759,578.35	(95,643.37)		
28/05/2010	2011	Canada		Can\$	3,834,018.00	3,855,221.72		TREASURER						
31/12/2004	2004	France		Euro	10,597,399.70	9,784,422.50	28/09/2006	TREASURER	10,597,399.70	28/09/2006	12,102,125.26	2,317,802.76		
18/01/2006	2005	France		Euro	11,217,315.23	10,356,675.50	28/09/2006	TREASURER	11,217,315.23	28/09/2006	12,810,062.64	2,453,387.14		
20/12/2006	2006	France		Euro	7,503,239.54	9,342,968.43	31/07/2007	TREASURER	7,503,239.54	31/07/2007	10,249,425.21	906,456.78		
Dec 2007	2007	France		Euro	7,483,781.61	9,287,393.43	16/09/2008	TREASURER	7,483,781.61	16/09/2008	10,629,963.40	1,342,569.97		
Dec 2008	2008	France		Euro	7,371,509.51	9,148,063.43	08/12/2009	TREASURER	7,371,509.51	08/12/2009	10,882,559.47	1,734,496.04		
Oct 2009	2009	France		Euro	6,568,287.40	9,997,393.30	05/10/2010	TREASURER	6,568,287.40	06/10/2010	8,961,114.64	(1,036,278.66)		
Oct 2010	2010	France		Euro	6,506,958.32	9,907,090.30	05/04/2011	TREASURER	6,506,958.32	05/04/2011	9,165,264.46	(741,825.94)		
09/08/2004	2004	Germany	BU 104 1006 01	US\$	18,914,439.57	18,914,439.57	03/08/2005	TREASURER	6,304,813.19	03/08/2005	6,304,813.19	-		
							11/08/2006	TREASURER	6,304,813.19	11/08/2006	6,304,813.19	-		
							16/02/2007	TREASURER	3,152,406.60	16/02/2007	3,152,406.60	-		
							10/08/2007	TREASURER	3,152,406.60	10/08/2007	3,152,406.60	-		
									18,914,439.57					
08/07/2005	2005	Germany	BU 105 1003 01	US\$	7,565,775.83	7,565,775.83	18/04/2006	TREASURER	1,260,962.64	18/04/2006	1,260,962.64	-		
							11/08/2006	TREASURER	1,260,962.64	11/08/2006	1,260,962.64	-		
							16/02/2007	TREASURER	1,260,962.64	16/02/2007	1,260,962.64	-		
							10/08/2007	TREASURER	1,260,962.64	10/08/2007	1,260,962.64	-		
							12/02/2008	TREASURER	1,260,962.64	12/02/2008	1,260,962.64	-		
							12/08/2008	TREASURER	1,260,962.63	12/08/2008	1,260,962.64	-		
									7,565,775.83					
10/05/2006	2006	Germany	BU 106 1004 01	Euro	11,662,922.38	14,473,718.52	28/02/2007	TREASURER	1,943,820.40	28/02/2007	2,558,067.65	145,781.24		
							10/08/2007	TREASURER	1,943,820.40	10/08/2007	2,681,305.85	269,019.44		
							12/02/2008	TREASURER	1,943,820.40	12/02/2008	2,821,066.54	408,780.12		
							12/08/2008	TREASURER	1,943,820.40	12/08/2008	2,930,114.87	517,828.45		
							17/02/2009	TREASURER	1,943,820.40	17/02/2009	2,492,560.89	80,274.47		
							12/08/2009	TREASURER	1,943,820.38	12/08/2009	2,760,613.72	348,327.28		
									11,662,922.38					
23/07/2007	2007	Germany	BU 107 1006 01	Euro	11,662,922.38	14,473,718.52	12/02/2008	TREASURER	1,943,820.40	12/02/2008	2,821,066.54	408,780.12		
							12/08/2008	TREASURER	1,943,820.39	12/08/2008	2,930,114.87	517,828.46		
							17/02/2009	TREASURER	1,943,820.40	17/02/2009	2,492,560.89	80,274.47		
							12/08/2009	TREASURER	1,943,820.38	12/08/2009	2,760,613.72	348,327.30		
							10/08/2010	TREASURER	1,943,820.40	11/02/2010	3,173,312.65	767,026.23		
							10/08/2010	TREASURER	1,943,820.41	10/08/2010	2,561,178.36	148,891.93		
									11,662,922.38					
15/08/2008	2008	Germany	BU 108 1004 01	Euro	4,665,168.96	5,789,487.42	17/02/2009	TREASURER	777,528.16	17/02/2009	997,024.36	32,109.79		
							12/08/2009	TREASURER	777,528.16	12/08/2009	1,104,245.49	139,330.92		
							11/02/2010	TREASURER	777,528.16	11/02/2010	529,107.91	(435,806.66)		
							10/08/2010	TREASURER	777,528.16	10/08/2010	1,024,470.50	59,555.93		
							10/02/2011	TREASURER	777,528.16	10/02/2011	1,060,159.65	95,245.05		
							20/06/2011	TREASURER	777,528.16	20/06/2011	1,095,381.67	130,467.13		
									4,665,168.96					
18/12/2009	2009	Germany	BU 109 1007 01	Euro	9,121,815.12	13,884,041.00	11/02/2010	TREASURER	1,520,302.52	11/02/2010				
							10/08/2010	TREASURER	1,520,302.52	10/08/2010	2,003,150.60	(310,856.28)		
							10/02/2011	TREASURER	1,520,302.52	10/02/2011	2,072,932.49	(241,074.39)		
							20/06/2011	TREASURER	1,520,302.52	20/06/2011	2,141,802.19	(172,204.69)		
									4,628,013.48					
									9,121,815.12					
14/04/2010	2010	Germany	BU 110 1002 01	Euro	9,121,815.12	13,884,041.00	10/02/2011	TREASURER	1,520,302.52	10/02/2011	2,072,932.48	(241,074.40)		
							20/06/2011	TREASURER	1,520,302.52	20/06/2011	2,141,802.19	(172,204.69)		
									6,081,210.08					
									9,121,815.12					
27/04/2011	2011	Germany	BU 111 1001 01	Euro	3,648,726.05	5,553,616.51	BALANCE	TREASURER						
08/12/2003	2004	Netherlands	D 11	US\$	3,364,061.32	3,364,061.32	17/11/2004	TREASURER	3,364,061.32	17/11/2004	3,364,061.32	-		
08/12/2003	2005	Netherlands	D 11	US\$	3,364,061.32	3,364,061.32	05/12/2005	TREASURER	3,364,061.32	05/12/2005	3,364,061.32	-		
18/05/2004	2004	UK		GBP	7,243,564.08	10,718,502.63	23/08/2005	TREASURER	1,207,260.68	23/08/2005	2,166,550.02	380,132.91		
							Feb. 2006	TREASURER	3,621,782.04	Feb. 2006	6,303,711.64	944,460.32		
							24/07/2006	TREASURER	3,621,782.04	24/07/2006	4,473,383.73	900,549.53		

Table 10 : SCHEDULE OF MULTILATERAL FUND PROMISSORY NOTES: 2004 - 2011

RECEIPTS														ENCASHMENTS			
Date of Submission a/	Year of contribution	Country of Origin	P/Note code	Denomination/ Type of currency	Amount (in Original denomination)	Note Value in USD per UNEP	Date of transfer	Agency	Transfer amount in Original denomination	Date of Encashment	Actual Encashment value (USD)	Gain /(Loss) to intended value (USD)					
						10,718,502.63			7,243,564.08		12,943,645.39	2,225,142.76					
01/06/2005	2005	UK		GBP	7,243,564.08	10,718,502.63											
						1,786,417.11	24/07/2006	TREASURER	1,207,260.68	24/07/2006	2,236,691.86	450,274.75					
						4,681,386.55	09/08/2006	TREASURER	3,163,681.03	09/08/2006	6,036,303.40	1,354,916.85					
						4,250,698.97	16/08/2006	TREASURER	2,872,622.37	16/08/2006	5,429,236.28	1,178,537.31					
						10,718,502.63			7,243,564.08		13,702,231.54	2,983,728.91					
13/05/2005	2004	USA		US\$	4,920,000.00	4,920,000.00	27/10/2005	TREASURER	2,000,000.00	27/10/2005	2,000,000.00	-					
							02/11/2006	TREASURER	2,000,000.00	02/11/2006	2,000,000.00	-					
							25/10/2007	TREASURER	920,000.00	25/10/2007	920,000.00	-					
									4,920,000.00								
01/03/2006	2005	USA		US\$	3,159,700.00	3,159,700.00	02/11/2006	TREASURER	2,000,000.00	02/11/2006	2,000,000.00	-					
							25/10/2007	TREASURER	1,159,700.00	25/10/2007	1,159,700.00	-					
									3,159,700.00								
25/04/2007	2006	USA		US\$	7,315,000.00	7,315,000.00	25/10/2007	TREASURER	2,500,000.00	25/10/2007	2,500,000.00	-					
							19/11/2008	TREASURER	2,500,000.00	19/11/2008	2,500,000.00	-					
							11/05/2009	TREASURER	2,315,000.00	11/05/2009	2,315,000.00	-					
									7,315,000.00								
21/02/2008	2008	USA		US\$	4,683,000.00	4,683,000.00	19/11/2008	TREASURER	2,341,500.00	19/11/2008	2,341,500.00	-					
							11/05/2009	TREASURER	2,341,500.00	11/05/2009	2,341,500.00	-					
									4,683,000.00								
21/04/2009	2009	USA		US\$	5,697,000.00	5,697,000.00											
						1,900,000.00	11/05/2009	TREASURER	1,900,000.00	11/05/2009	1,900,000.00	-					
						1,900,000.00	04/11/2010	TREASURER	1,900,000.00	04/11/2010	1,900,000.00	-					
						<b>1,897,000.00</b>	<b>BALANCE</b>	<b>TREASURER</b>	<b>3,797,000.00</b>								

2004-2011 Ledger of Promissory Notes as at 22 July 2011

Table 10 : SCHEDULE OF MULTILATERAL FUND PROMISSORY NOTES: 2004 - 2011

RECEIPTS												ENCASHMENTS		
Date of Submission a/	Year of contribution	Country of Origin	P/Note code	Denomination/ Type of currency	Amount (in Original denomination)	Note Value in USD per UNEP	Date of transfer	Agency	Transfer amount in Original denomination	Date of Encashment	Actual Encashment value (USD)	Gain/(Loss) to intended value (USD)		
25/10/2004	2004	Canada		Can\$	6,216,532.80	3,963,867.12	09/11/2004	IBRD	6,216,532.80	19/01/2005	5,140,136.76	1,176,269.64		
21/04/2005	2005	Canada		Can\$	6,216,532.78	3,963,867.12	Nov. 2005	TREASURER	6,216,532.78	Nov. 2005	5,307,831.95	1,343,964.83		
22/12/2006	2006	Canada		Can\$	4,794,373.31	3,760,292.79	19/07/2007	TREASURER	4,794,373.31	19/07/2007	4,086,320.38	328,027.59		
27/06/2008	2008	Canada		Can\$	4,794,373.31	3,760,292.79	19/03/2008	TREASURER	4,794,373.31	19/03/2008	4,492,899.74	72,806.95		
12/06/2009	2009	Canada		Can\$	3,834,018.00	3,855,221.72	10/12/2009	TREASURER	3,834,018.00	10/12/2009	3,608,827.18	(246,394.52)		
28/05/2010	2010	Canada		Can\$	3,834,018.00	3,855,221.72	06/10/2010	TREASURER	3,834,018.00	06/10/2010	3,759,578.35	(95,643.37)		
28/05/2010	2011	Canada		Can\$	3,834,018.00	3,855,221.72		TREASURER						
31/12/2004	2004	France		Euro	10,597,399.70	9,784,422.50	28/09/2006	TREASURER	10,597,399.70	28/09/2006	12,102,125.26	2,317,802.76		
18/01/2006	2005	France		Euro	11,217,315.23	10,356,675.50	28/09/2006	TREASURER	11,217,315.23	28/09/2006	12,810,062.64	2,453,387.14		
20/12/2006	2006	France		Euro	7,503,239.54	9,342,968.43	31/07/2007	TREASURER	7,503,239.54	31/07/2007	10,249,425.21	906,456.78		
Dec 2007	2007	France		Euro	7,483,781.61	9,287,393.43	16/09/2008	TREASURER	7,483,781.61	16/09/2008	10,629,963.40	1,342,569.97		
Dec 2008	2008	France		Euro	7,371,509.51	9,148,063.43	08/12/2009	TREASURER	7,371,509.51	08/12/2009	10,882,559.47	1,734,496.04		
Oct 2009	2009	France		Euro	6,568,287.40	9,997,393.30	06/10/2010	TREASURER	6,568,287.40	06/10/2010	8,961,114.64	(1,036,278.66)		
Oct 2010	2010	France		Euro	6,506,958.32	9,907,090.30	05/04/2011	TREASURER	6,506,958.32	05/04/2011	9,165,264.46	(741,825.94)		
09/08/2004	2004	Germany	BU 104 1006 01	US\$	18,914,439.57	18,914,439.57	03/08/2005	TREASURER	6,304,813.19	03/08/2005	6,304,813.19	-		
							11/08/2006	TREASURER	6,304,813.19	11/08/2006	6,304,813.19	-		
							16/02/2007	TREASURER	3,152,406.60	16/02/2007	3,152,406.60	-		
							10/08/2007	TREASURER	3,152,406.60	10/08/2007	3,152,406.60	-		
									18,914,439.57					
08/07/2005	2005	Germany	BU 105 1003 01	US\$	7,565,775.83	7,565,775.83	18/04/2006	TREASURER	1,260,962.64	18/04/2006	1,260,962.64	-		
							11/08/2006	TREASURER	1,260,962.64	11/08/2006	1,260,962.64	-		
							16/02/2007	TREASURER	1,260,962.64	16/02/2007	1,260,962.64	-		
							10/08/2007	TREASURER	1,260,962.64	10/08/2007	1,260,962.64	-		
							12/02/2008	TREASURER	1,260,962.64	12/02/2008	1,260,962.64	-		
							12/08/2008	TREASURER	1,260,962.63	12/08/2008	1,260,962.64	-		
									7,565,775.83					
10/05/2006	2006	Germany	BU 106 1004 01	Euro	11,662,922.38	14,473,718.52	28/02/2007	TREASURER	1,943,820.40	28/02/2007	2,558,067.65	145,781.24		
							10/08/2007	TREASURER	1,943,820.40	10/08/2007	2,681,305.85	269,019.44		
							12/02/2008	TREASURER	1,943,820.40	12/02/2008	2,821,066.54	408,780.12		
							12/08/2008	TREASURER	1,943,820.40	12/08/2008	2,930,114.87	517,828.45		
							17/02/2009	TREASURER	1,943,820.40	17/02/2009	2,492,560.89	80,274.47		
							12/08/2009	TREASURER	1,943,820.38	12/08/2009	2,760,613.72	348,327.28		
									11,662,922.38					
23/07/2007	2007	Germany	BU 107 1006 01	Euro	11,662,922.38	14,473,718.52	12/02/2008	TREASURER	1,943,820.40	12/02/2008	2,821,066.54	408,780.12		
							12/08/2008	TREASURER	1,943,820.39	12/08/2008	2,930,114.87	517,828.46		
							17/02/2009	TREASURER	1,943,820.40	17/02/2009	2,492,560.89	80,274.47		
							12/08/2009	TREASURER	1,943,820.38	12/08/2009	2,760,613.72	348,327.30		
							10/08/2010	TREASURER	1,943,820.40	10/08/2010	3,173,312.65	767,026.23		
							10/08/2010	TREASURER	1,943,820.41	10/08/2010	2,561,178.36	148,891.93		
									11,662,922.38					
15/08/2008	2008	Germany	BU 108 1004 01	Euro	4,665,168.96	5,789,487.42	17/02/2009	TREASURER	777,528.16	17/02/2009	997,024.36	32,109.79		
							12/08/2009	TREASURER	777,528.16	12/08/2009	1,104,245.49	139,330.92		
							11/02/2010	TREASURER	777,528.16	11/02/2010	529,107.91	(435,806.66)		
							10/08/2010	TREASURER	777,528.16	10/08/2010	1,024,470.50	59,555.93		
							10/02/2011	TREASURER	777,528.16	10/02/2011	1,060,159.65	95,245.05		
							20/06/2011	TREASURER	777,528.16	20/06/2011	1,095,381.67	130,467.13		
									4,665,168.96					
18/12/2009	2009	Germany	BU 109 1007 01	Euro	9,121,815.12	13,884,041.00	11/02/2010	TREASURER	1,520,302.52	11/02/2010				
							10/08/2010	TREASURER	1,520,302.52	10/08/2010	2,003,150.60	(310,856.28)		
							10/02/2011	TREASURER	1,520,302.52	10/02/2011	2,072,932.49	(241,074.39)		
							20/06/2011	TREASURER	1,520,302.52	20/06/2011	2,141,802.19	(172,204.69)		
									4,628,013.48					
									9,121,815.12					
14/04/2010	2010	Germany	BU 110 1002 01	Euro	9,121,815.12	13,884,041.00	10/02/2011	TREASURER	1,520,302.52	10/02/2011	2,072,932.48	(241,074.40)		
							20/06/2011	TREASURER	1,520,302.52	20/06/2011	2,141,802.19	(172,204.69)		
									6,081,210.08					
									9,121,815.12					
27/04/2011	2011	Germany	BU 111 1001 01	Euro	3,648,726.05	5,553,616.51	BALANCE	TREASURER						
08/12/2003	2004	Netherlands	D 11	US\$	3,364,061.32	3,364,061.32	17/11/2004	TREASURER	3,364,061.32	17/11/2004	3,364,061.32	-		
08/12/2003	2005	Netherlands	D 11	US\$	3,364,061.32	3,364,061.32	05/12/2005	TREASURER	3,364,061.32	05/12/2005	3,364,061.32	-		
18/05/2004	2004	UK		GBP	7,243,564.08	10,718,502.63	23/08/2005	TREASURER	1,207,260.68	23/08/2005	2,166,550.02	380,132.91		
							Feb. 2006	TREASURER	3,621,782.04	Feb. 2006	6,303,711.64	944,460.32		
							24/07/2006	TREASURER	3,621,782.04	24/07/2006	4,473,383.73	900,549.53		

Table 10 : SCHEDULE OF MULTILATERAL FUND PROMISSORY NOTES: 2004 - 2011

RECEIPTS														ENCASHMENTS			
Date of Submission a/	Year of contribution	Country of Origin	P/Note code	Denomination/ Type of currency	Amount (in Original denomination)	Note Value in USD per UNEP	Date of transfer	Agency	Transfer amount in Original denomination	Date of Encashment	Actual Encashment value (USD)	Gain/(Loss) to intended value (USD)					
						10,718,502.63			7,243,564.08		12,943,645.39	2,225,142.76					
01/06/2005	2005	UK		GBP	7,243,564.08	10,718,502.63											
						1,786,417.11	24/07/2006	TREASURER	1,207,260.68	24/07/2006	2,236,691.86	450,274.75					
						4,681,386.55	09/08/2006	TREASURER	3,163,681.03	09/08/2006	6,036,303.40	1,354,916.85					
						4,250,698.97	16/08/2006	TREASURER	2,872,622.37	16/08/2006	5,429,236.28	1,178,537.31					
						10,718,502.63			7,243,564.08		13,702,231.54	2,983,728.91					
13/05/2005	2004	USA		US\$	4,920,000.00	4,920,000.00	27/10/2005	TREASURER	2,000,000.00	27/10/2005	2,000,000.00	-					
							02/11/2006	TREASURER	2,000,000.00	02/11/2006	2,000,000.00	-					
							25/10/2007	TREASURER	920,000.00	25/10/2007	920,000.00	-					
									4,920,000.00								
01/03/2006	2005	USA		US\$	3,159,700.00	3,159,700.00	02/11/2006	TREASURER	2,000,000.00	02/11/2006	2,000,000.00	-					
							25/10/2007	TREASURER	1,159,700.00	25/10/2007	1,159,700.00	-					
									3,159,700.00								
25/04/2007	2006	USA		US\$	7,315,000.00	7,315,000.00	25/10/2007	TREASURER	2,500,000.00	25/10/2007	2,500,000.00	-					
							19/11/2008	TREASURER	2,500,000.00	19/11/2008	2,500,000.00	-					
							11/05/2009	TREASURER	2,315,000.00	11/05/2009	2,315,000.00	-					
									7,315,000.00								
21/02/2008	2008	USA		US\$	4,683,000.00	4,683,000.00	19/11/2008	TREASURER	2,341,500.00	19/11/2008	2,341,500.00	-					
							11/05/2009	TREASURER	2,341,500.00	11/05/2009	2,341,500.00	-					
									4,683,000.00								
21/04/2009	2009	USA		US\$	5,697,000.00	5,697,000.00											
						1,900,000.00	11/05/2009	TREASURER	1,900,000.00	11/05/2009	1,900,000.00	-					
						1,900,000.00	04/11/2010	TREASURER	1,900,000.00	04/11/2010	1,900,000.00	-					
						<b>1,897,000.00</b>	<b>BALANCE</b>	<b>TREASURER</b>	<b>3,797,000.00</b>								

**TRUST FUND FOR THE MULTILATERAL FUND FOR THE IMPLEMENTATION OF THE MONTREAL PROTOCOL**

**Table 11: OUTSTANDING PROMISSORY NOTES SCHEDULE OF ENCASHMENT AS AT 22 JULY 2011**  
 (IN US \$)

	<b>Due in 2011</b>	<b>Due in 2012</b>	<b>Due in 2013</b>	<b>Due in 2014</b>	<b>Unscheduled</b>	<b>TOTAL</b>
<b><u>CANADA:</u></b>						
Unscheduled					3,855,222	3,855,222
<b><u>GERMANY:</u></b>						
2009		4,628,015				4,628,015
2010		4,628,013	4,628,013			9,256,026
2011		1,851,205	1,851,206	1,851,206		5,553,617
<b><u>USA:</u></b>						
2009 Note: (US \$)	1,897,000					1,897,000
2010 Note: (US \$)	1,946,667	1,946,667				3,893,334
2011 Note: (US \$)	1,730,000	1,730,000	1,730,000			5,190,000
	<u>5,573,667</u>	<u>14,783,900</u>	<u>8,209,219</u>	<u>1,851,206</u>	<u>3,855,222</u>	<u>34,273,214</u>

**NOTE:**

USA's promissory notes due in 2011 are payable in November.

**Annex II**

**PROJECTS FOR WHICH ADDITIONAL STATUS REPORTS WERE REQUESTED**

<b>Agency</b>	<b>Code</b>	<b>Project Title</b>	<b>Reasons</b>
World Bank	IND/PRO/59/INV/435	Accelerated CFC production phase-out (first tranche)	Additional status report on the completion of the signing of agreements in India for the accelerated CFC phase-out project to the 65 <sup>th</sup> meeting.
UNIDO	AFR/REF/48/DEM/37	Strategic demonstration project for accelerated conversion of CFC chillers in 5 African Countries (Cameroon, Egypt, Namibia, Nigeria and Sudan (the))	Additional status report on the completion of negotiations with the Nigerian bank for the chiller project in Nigeria.
UNIDO	IND/PHA/45/INV/385	CTC phase-out plan for the consumption and production sectors: 2005 annual programme	Additional status report on the identification of suppliers for the dismantling of the old and installing the new equipment for the project.
UNIDO	IND/PHA/49/INV/402	CTC phase-out plan for the consumption and production sectors: 2006 annual programme	Additional status report on the identification of suppliers for the dismantling of the old and installing the new equipment for the project.

**Annex III**

**PROJECTS FOR WHICH ADDITIONAL STATUS REPORTS WERE  
REQUESTED FOR HPMP DEVELOPMENT**

<b>Agency</b>	<b>Code</b>	<b>Project Title</b>	<b>Reasons</b>
UNDP	PER/PHA/55/PRP/40	Preparation of a HCFC phase-out management plan	Additional status report on the HPMP development at the 65 <sup>th</sup> meeting given the fact that the project preparation was approved at the 55 <sup>th</sup> meeting and the HCFC survey has not started.
UNEP	BRU/PHA/55/PRP/11	Preparation of a HCFC phase-out management plan	Additional status report on the HPMP development at the 65 <sup>th</sup> meeting given the fact that the project preparation was approved at the 55 <sup>th</sup> meeting and the HCFC survey was still ongoing.
UNIDO	SOA/PHA/55/PRP/01	Preparation of a HCFC phase-out management plan	Additional status report on the HPMP development at the 65 <sup>th</sup> meeting given the fact that the project preparation was approved at the 55 <sup>th</sup> meeting and its development was still at an early stage.

**Annex IV**

**REPORTS DUE ON HCFC DEMONSTRATION AND INVESTMENT PROJECTS**

Country	Agency	Project	Approval decision
Algeria	UNIDO	Phase-out of HCFC-141b at Cristor (domestic refrigeration foam)	62/30
Argentina	UNIDO/ Italy	Phase-out of HCFC-22 in the RAC manufacturing sector	61/34
Bangladesh	UNDP	Phase-out of HCFC-141b at Walton Hi-Tech Ind. Ltd.	62/31
China	World Bank	Phase-out HCFC-141b at Harbin Tianshuo Co. Ltd.	59/29
China	World Bank	Phase-out HCFC-141b at Jiangsu Huaiyin Huihuang Solar	59/30
China	UNDP	Phase-out of HCFC-22 in the commercial air-source chillers/heat pumps at Tsinghua Tong Fang Co.	60/39
China	UNDP	Phase-out of HCFC-22 in the manufacture of two stage refrigeration systems at Yantai Moon Group Co. Ltd.	60/40
China	UNIDO	Phase-out of HCFC-22 in the manufacturing of RACs at Midea and conversion of RAC compressors at Meizhi	61/35
Colombia	UNDP	Phase-out of HCFCs to hydrocarbons at Mabe Colombia, Industrias Haceb, Challenger and Indusel S.A.	60/30
Croatia	UNIDO	Phase-out of HCFC-141b at Pavusin	59/32
Croatia	Italy	Phase-out of HCFC-141b at Poli Mix	60/31
Egypt	UNDP	Conversion from HCFC-141b to methyl formate in the manufacture of polyurethane spray foams at Specialized Engineering Contracting Co.	62/32
Egypt	UNDP	Conversion from HCFC-141b to n-pentane in the manufacture of polyurethane rigid insulation foam panels at MOG for Engineering and Industry	62/32
Egypt	UNDP	Conversion from HCFC-141b to methyl formate in the manufacture of polyurethane rigid insulation foam for water heaters at Fresh Electric for Home Appliances	62/32
Egypt	UNDP	Conversion from HCFC-141b to n-pentane in the manufacture of polyurethane rigid insulation foam panels at Cairo Foam	62/32
Egypt	UNIDO	Phase-out of HCFC-141b from manufacturing of polyurethane foam at Mondial Freezers Company	62/32
Egypt	UNIDO	Phase-out of HCFC-141b from manufacturing of polyurethane foam at Delta Electric Appliances	62/32
Egypt	UNIDO	Phase-out of HCFC-141b from manufacturing of polyurethane foam at El-Araby Co. for Engineering Industries	62/32
Jordan	UNIDO	Phase-out of HCFC-22 and HCFC-141b at Petra Co.	60/41
Mexico	UNDP	Phase-out HCFC-141b at Mabe Mexico	59/34
Morocco	UNIDO	Phase-out of HCFC-141b at Manar (domestic refrigeration foam)	62/33
Pakistan	UNIDO	Phase-out of HCFC-141b in the manufacture of PU foams at United Refrigeration, HNR, Varioline Intercool, Shadman Electronics and Dawlance	60/32
Philippines	UNIDO/Japan	Sector plan for the phase-out of HCFC-141b in the foam sector	62/34
Saudi Arabia	UNIDO/ Japan	Phase-out of HCFC-22 and HCFC-142b in the manufacturing of XPS foams at Al Watania Plastics and Arabian Chemical Company	62/35
Sudan	UNIDO	Phase-out of HCFC-141b in the manufacture of PU foams at Modern, Amin, Coldair and Akabadi	62/36
Syrian Arab Republic	UNIDO	Phase-out of HCFC-22 and HCFC-141b at Al Hafez Co.	62/39
Turkey	UNIDO	Phase-out of HCFC-141b in the PU foam sector and phase-out of HCFC-22 and HCFC-142b in the XPS foam sector	62/37

# List of projects and activities approved for funding

UNEP/OzL.Pro/ExCom/64/53  
Annex V

Project Title	Agency	ODP (tonnes)	Funds approved (US\$)		C.E. (US\$/kg)
			Project	Support	
<b>AFGHANISTAN</b>					
<b>SEVERAL</b>					
<b>Ozone unit support</b>					
Extension of institutional strengthening project (phase V: 12/2011-11/2013)	UNEP		\$150,000	\$0	\$150,000
	<b>Total for Afghanistan</b>		<b>\$150,000</b>		<b>\$150,000</b>
<b>ALBANIA</b>					
<b>PHASE-OUT PLAN</b>					
<b>HCFC phase out plan</b>					
HCFC phase-out management plan (stage I, first tranche)	UNEP		\$25,000	\$3,250	\$28,250
<p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2011 to 2020 to meet the 35 per cent reduction in HCFC consumption. Noted that the Government had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 5.9 ODP tonnes, calculated using actual consumption of 5.4 ODP tonnes reported for 2009 and consumption of 6.5 ODP tonnes estimated for 2010. The Secretariat was requested, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption and of any potential related impact on the eligible funding level, with any adjustments needed being made when the next tranche was submitted. UNIDO, UNEP and the Government were requested to deduct 2.1 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption.</i></p>					
HCFC phase-out management plan (stage I, first tranche)	UNIDO		\$45,000	\$4,050	\$49,050
<p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2011 to 2020 to meet the 35 per cent reduction in HCFC consumption. Noted that the Government had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 5.9 ODP tonnes, calculated using actual consumption of 5.4 ODP tonnes reported for 2009 and consumption of 6.5 ODP tonnes estimated for 2010. The Secretariat was requested, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption and of any potential related impact on the eligible funding level, with any adjustments needed being made when the next tranche was submitted. UNIDO, UNEP and the Government were requested to deduct 2.1 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption.</i></p>					
	<b>Total for Albania</b>		<b>\$70,000</b>	<b>\$7,300</b>	<b>\$77,300</b>

# List of projects and activities approved for funding

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Project Title	Agency	ODP (tonnes)	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
<b>ARGENTINA</b>						
<b>FOAM</b>						
<b>Preparation of project proposal</b>						
Preparation for HCFC phase-out investment activities in the foam sector	IBRD		\$30,000	\$2,250	\$32,250	
<b>Total for Argentina</b>			<b>\$30,000</b>	<b>\$2,250</b>	<b>\$32,250</b>	
<b>BHUTAN</b>						
<b>SEVERAL</b>						
<b>Ozone unit support</b>						
Extension of institutional strengthening project (phase IV: 12/2011-11/2013)	UNEP		\$60,000	\$0	\$60,000	
<b>Total for Bhutan</b>			<b>\$60,000</b>		<b>\$60,000</b>	
<b>BOLIVIA</b>						
<b>PHASE-OUT PLAN</b>						
<b>HCFC phase out plan</b>						
HCFC phase-out management plan (stage I, first tranche)	Germany		\$94,500	\$12,285	\$106,785	
<p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2011 to 2020 to meet the 35 per cent reduction in HCFC consumption. Noted that the Government had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 4.8 ODP tonnes, calculated using actual consumption of 4.4 ODP tonnes reported for 2009 and consumption of 5.2 ODP tonnes estimated for 2010, plus 0.6 ODP tonne of HCFC-141b contained in imported pre-blended polyol systems, resulting in 5.4 ODP tonnes. The Secretariat was requested, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption and of any potential related impact on the eligible funding level, with any adjustments needed being made when the next tranche was submitted. Germany and the Government were requested to deduct 1.7 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption.</i></p>						
<b>Total for Bolivia</b>			<b>\$94,500</b>	<b>\$12,285</b>	<b>\$106,785</b>	

# List of projects and activities approved for funding

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Project Title	Agency	ODP (tonnes)	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
<b>BRAZIL</b>						
<b>REFRIGERATION</b>						
<b>Sectoral phase out plan</b>						
HCFC phase-out management plan (foam sector plan) (stage I, first tranche)	UNDP	48.7	\$4,456,257	\$334,219	\$4,790,476	9.80
<p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2011 to 2015 to meet the 10 per cent reduction in HCFC consumption. Noted that the Government had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 1,327.3 ODP tonnes, calculated using actual consumption of 1,415.5 ODP tonnes reported for 2009 and consumption of 1,239.0 ODP tonnes estimated for 2010. The Secretariat was requested, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption. UNDP and the Government were requested to deduct 170.3 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption.</i></p>						
<b>PHASE-OUT PLAN</b>						
<b>HCFC phase out plan</b>						
HCFC phase-out management plan (refrigeration servicing sector) (stage I, first tranche)	Germany	14.8	\$1,209,091	\$153,000	\$1,362,091	4.50
<p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2011 to 2015 to meet the 10 per cent reduction in HCFC consumption. Noted that the Government had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 1,327.3 ODP tonnes, calculated using actual consumption of 1,415.5 ODP tonnes reported for 2009 and consumption of 1,239.0 ODP tonnes estimated for 2010. The Secretariat was requested, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption. Germany and the Government were requested to deduct 50.0 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption.</i></p>						
<b>Total for Brazil</b>		<b>63.5</b>	<b>\$5,665,348</b>	<b>\$487,219</b>	<b>\$6,152,567</b>	
<b>CAMBODIA</b>						
<b>SEVERAL</b>						
<b>Ozone unit support</b>						
Extension of institutional strengthening project (phase VI:12/2011-11/2013)	UNEP		\$112,667	\$0	\$112,667	
<b>Total for Cambodia</b>			<b>\$112,667</b>		<b>\$112,667</b>	

# List of projects and activities approved for funding

UNEP/OzL.Pro/ExCom/64/53  
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Project Title	Agency	ODP (tonnes)	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
<b>CAMEROON</b>						
<b>FOAM</b>						
<b>Sectoral phase out plan</b>						
HCFC phase-out management plan (foam sector plan) (stage I, first tranche)	UNIDO	15.7	\$310,900	\$23,318	\$334,218	
<p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2011 to 2017 to reduce HCFC consumption by 20 per cent of the baseline. Noted that funding under the stage I of the HPMP would give priority to phasing out HCFC-22 in the refrigeration servicing sector, and that the HPMP component dealing with the conversion of the refrigeration and air conditioning manufacturing sector from HCFC-22 to HFC-410A would be postponed to a later stage of the HPMP. Further noted that the Government had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 82.4 ODP tonnes, calculated using the average estimated consumption of 81.7 ODP tonnes and 83.1 ODP tonnes for 2009 and 2010, respectively, under the HPMP, and that approval of stage I of the HPMP did not preclude Cameroon from submitting, prior to 2015, a proposal to achieve phase-out of HCFCs beyond that addressed in stage I of the HPMP. The Secretariat was requested, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption. UNIDO and the Government were requested to deduct 15.7 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption.</i></p>						
<b>REFRIGERATION</b>						
<b>Sectoral phase out plan</b>						
HCFC phase-out management plan (refrigeration servicing sector plan) (stage I, first tranche)	UNIDO	6.4	\$573,553	\$43,016	\$616,569	4.50
<p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2011 to 2017 to reduce HCFC consumption by 20 per cent of the baseline. Noted that funding under the stage I of the HPMP would give priority to phasing out HCFC-22 in the refrigeration servicing sector, and that the HPMP component dealing with the conversion of the refrigeration and air conditioning manufacturing sector from HCFC-22 to HFC-410A would be postponed to a later stage of the HPMP. Further noted that the Government had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 82.4 ODP tonnes, calculated using the average estimated consumption of 81.7 ODP tonnes and 83.1 ODP tonnes for 2009 and 2010, respectively, under the HPMP, and that approval of stage I of the HPMP did not preclude Cameroon from submitting, prior to 2015, a proposal to achieve phase-out of HCFCs beyond that addressed in stage I of the HPMP. The Secretariat was requested, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption. UNIDO and the Government were requested to deduct 9.7 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption.</i></p>						
<b>Total for Cameroon</b>		<b>22.1</b>	<b>\$884,453</b>	<b>\$66,334</b>	<b>\$950,787</b>	

# List of projects and activities approved for funding

UNEP/OzL.Pro/ExCom/64/53  
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Project Title	Agency	ODP (tonnes)	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	

## CAPE VERDE

### PHASE-OUT PLAN

#### HCFC phase out plan

HCFC phase-out management plan (stage I, first tranche)	UNEP		\$44,000	\$5,720	\$49,720	
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*Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2011 to 2020 to meet the 35 per cent reduction in HCFC consumption. Noted that the Government had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 0.25 ODP tonne, calculated using actual consumption of 0.24 ODP tonnes and 0.26 ODP tonnes reported for 2009 and 2010 respectively, under the HPMP. The Secretariat was requested, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption and of any potential related impact on the eligible funding level, with any adjustments needed being made when the next tranche was submitted. UNEP and the Government were requested to deduct 0.09 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption.*

<b>Total for Cape Verde</b>			<b>\$44,000</b>	<b>\$5,720</b>	<b>\$49,720</b>	
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## CENTRAL AFRICAN REPUBLIC

### PHASE-OUT PLAN

#### HCFC phase out plan

HCFC phase-out management plan (stage I, first tranche)	UNIDO	0.5	\$125,000	\$9,375	\$134,375	
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*Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2011 to 2020 to meet the 35 per cent reduction in HCFC consumption. Noted that the Government had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 12.0 ODP tonnes, calculated using actual consumption of 11.9 ODP tonnes reported for 2009 and consumption of 12.1 ODP tonnes estimated for 2010. The Secretariat was requested, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption and of any potential related impact on the eligible funding level, with any adjustments needed being made when the next tranche was submitted. UNIDO, UNEP and the Government were requested to deduct 4.2 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption.*

# List of projects and activities approved for funding

UNEP/OzL.Pro/ExCom/64/53  
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Project Title	Agency	ODP (tonnes)	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
<p>HCFC phase-out management plan (stage I, first tranche)</p> <p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2011 to 2020 to meet the 35 per cent reduction in HCFC consumption. Noted that the Government had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 12.0 ODP tonnes, calculated using actual consumption of 11.9 ODP tonnes reported for 2009 and consumption of 12.1 ODP tonnes estimated for 2010. The Secretariat was requested, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption and of any potential related impact on the eligible funding level, with any adjustments needed being made when the next tranche was submitted. UNIDO, UNEP and the Government were requested to deduct 4.2 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption.</i></p>	UNEP		\$75,000	\$9,750	\$84,750	
<b>Total for Central African Republic</b>		<b>0.5</b>	<b>\$200,000</b>	<b>\$19,125</b>	<b>\$219,125</b>	
<b>CHINA</b>						
<b>FOAM</b>						
<b>Rigid</b>						
<p>HCFC phase-out management plan (polyurethane rigid foam sector plan) (stage I, first tranche)</p> <p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2011 to 2015 to meet the 10 per cent reduction in HCFC consumption, and on the understanding that a maximum level of funding of up to US \$5,000,000, plus agency support costs for UNDP, for the solvent sector could be considered at the 65th meeting. Noted that the Government had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 19,408.8 ODP tonnes, calculated using actual consumption of 18,602.7 ODP tonnes reported for 2009 and consumption 20,215.0 ODP tonnes estimated for 2010. The Secretariat was requested, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption. The World Bank and the Government were requested to deduct 1615.35 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption.</i></p>	IBRD		\$38,859,000	\$2,914,000	\$41,773,000	
<b>Polystyrene/polyethylene</b>						
<p>Demonstration project for conversion from HCFC-22/HCFC-142b technology to CO<sub>2</sub> with methyl formate co-blowing technology in the manufacture of extruded polystyrene foam at Feininger (Nanjing) Energy Saving Technology Co. Ltd.</p> <p><i>UNDP and the Government of China were requested to deduct 12.3 ODP tonnes of HCFCs from the starting point for sustained aggregate reductions in eligible consumption.</i></p>	UNDP	12.3	\$1,973,300	\$147,998	\$2,121,298	9.63

# List of projects and activities approved for funding

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Project Title	Agency	ODP (tonnes)	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
<b>Sectoral phase out plan</b>						
HCFC phase-out management plan (extruded polystyrene foam sector plan) (stage I, first tranche)	Germany		\$459,023	\$51,260	\$510,283	
<p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2011 to 2015 to meet the 10 per cent reduction in HCFC consumption, and on the understanding that a maximum level of funding of up to US \$5,000,000, plus agency support costs for UNDP, for the solvent sector could be considered at the 65th meeting. Noted that the Government had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 19,408.8 ODP tonnes, calculated using actual consumption of 18,602.7 ODP tonnes reported for 2009 and consumption 20,215.0 ODP tonnes estimated for 2010. The Secretariat was requested, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption. UNIDO and the Governments of Germany and China were requested to deduct 591.77 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption.</i></p>						
HCFC phase-out management plan (extruded polystyrene foam sector plan) (stage I, first tranche)	UNIDO		\$21,372,000	\$1,602,900	\$22,974,900	
<p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2011 to 2015 to meet the 10 per cent reduction in HCFC consumption, and on the understanding that a maximum level of funding of up to US \$5,000,000, plus agency support costs for UNDP, for the solvent sector could be considered at the 65th meeting. Noted that the Government had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 19,408.8 ODP tonnes, calculated using actual consumption of 18,602.7 ODP tonnes reported for 2009 and consumption 20,215.0 ODP tonnes estimated for 2010. The Secretariat was requested, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption. UNIDO and the Governments of Germany and China were requested to deduct 591.77 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption.</i></p>						
<b>FUMIGANT</b>						
<b>Methyl bromide</b>						
National phase-out of methyl bromide (phase II, sixth tranche)	UNIDO		\$500,000	\$37,500	\$537,500	
<b>PRODUCTION</b>						
<b>MB closure</b>						
Sector plan for methyl bromide production sector (third tranche)	UNIDO	126.0	\$2,000,000	\$150,000	\$2,150,000	
<i>(126.0 ODP tonnes of MB will not be produced)</i>						

Project Title	Agency	ODP (tonnes)	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
<b>REFRIGERATION</b>						
<b>Sectoral phase out plan</b>						
HCFC phase-out management plan (room air-conditioner manufacturing sector plan) (stage I, first tranche)	UNIDO		\$36,430,000	\$2,732,250	\$39,162,250	
<p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2011 to 2015 to meet the 10 per cent reduction in HCFC consumption, and on the understanding that a maximum level of funding of up to US \$5,000,000, plus agency support costs for UNDP, for the solvent sector could be considered at the 65th meeting. Noted that the Government had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 19,408.8 ODP tonnes, calculated using actual consumption of 18,602.7 ODP tonnes reported for 2009 and consumption 20,215.0 ODP tonnes estimated for 2010. The Secretariat was requested, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption. UNIDO and the Government were requested to deduct 586.85 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption.</i></p>						
HCFC phase-out management plan (industrial and commercial refrigeration and air conditioning sector plan) (stage I, first tranche)	UNDP		\$25,380,000	\$1,903,500	\$27,283,500	
<p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2011 to 2015 to meet the 10 per cent reduction in HCFC consumption, and on the understanding that a maximum level of funding of up to US \$5,000,000, plus agency support costs for UNDP, for the solvent sector could be considered at the 65th meeting. Noted that the Government had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 19,408.8 ODP tonnes, calculated using actual consumption of 18,602.7 ODP tonnes reported for 2009 and consumption 20,215.0 ODP tonnes estimated for 2010. The Secretariat was requested, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption. UNDP and the Government were requested to deduct 464.75 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption.</i></p>						

## List of projects and activities approved for funding

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Project Title	Agency	ODP (tonnes)	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
<p>HCFC phase-out management plan (refrigeration servicing sector including enabling programme) (stage I, first tranche)</p> <p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2011 to 2015 to meet the 10 per cent reduction in HCFC consumption, and on the understanding that a maximum level of funding of up to US \$5,000,000, plus agency support costs for UNDP, for the solvent sector could be considered at the 65th meeting. Noted that the Government had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 19,408.8 ODP tonnes, calculated using actual consumption of 18,602.7 ODP tonnes reported for 2009 and consumption 20,215.0 ODP tonnes estimated for 2010. The Secretariat was requested, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption. UNEP and the Governments of Japan and China were requested to deduct 61.11 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption.</i></p>	Japan		\$80,000	\$10,400	\$90,400	
<p>HCFC phase-out management plan (refrigeration servicing sector including enabling programme) (stage I, first tranche)</p> <p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2011 to 2015 to meet the 10 per cent reduction in HCFC consumption, and on the understanding that a maximum level of funding of up to US \$5,000,000, plus agency support costs for UNDP, for the solvent sector could be considered at the 65th meeting. Noted that the Government had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 19,408.8 ODP tonnes, calculated using actual consumption of 18,602.7 ODP tonnes reported for 2009 and consumption 20,215.0 ODP tonnes estimated for 2010. The Secretariat was requested, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption. UNEP and the Governments of Japan and China were requested to deduct 61.11 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption.</i></p>	UNEP		\$1,579,000	\$176,703	\$1,755,703	
<b>SOLVENT</b>						
<b>Multiple solvents</b>						
<p>Demonstration project for conversion from HCFC-141b based technology to iso-paraffin and siloxane (KC-6) technology for cleaning in the manufacture of medical devices at Zhejiang Kindly Medical Devices Co. Ltd.</p> <p><i>UNDP, the Governments of Japan and China were requested to deduct 3.1 ODP tonnes of HCFCs from the starting point for sustained aggregate reductions in eligible consumption.</i></p>	UNDP	2.0	\$352,051	\$26,404	\$378,455	20.05

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Project Title	Agency	ODP (tonnes)	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
Demonstration project for conversion from HCFC-141b based technology to iso-paraffin and siloxane (KC-6) technology for cleaning in the manufacture of medical devices at Zhejiang Kindly Medical Devices Co. Ltd. <i>UNDP, the Governments of Japan and China were requested to deduct 3.1 ODP tonnes of HCFCs from the starting point for sustained aggregate reductions in eligible consumption.</i>	Japan	1.1	\$205,616	\$26,730	\$232,346	20.05
<b>PHASE-OUT PLAN</b>						
<b>HCFC phase out plan</b>						
HCFC phase-out management plan (national coordination) (stage I, first tranche) <i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2011 to 2015 to meet the 10 per cent reduction in HCFC consumption, and on the understanding that a maximum level of funding of up to US \$5,000,000, plus agency support costs for UNDP, for the solvent sector could be considered at the 65th meeting. Noted that the Government had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 19,408.8 ODP tonnes, calculated using actual consumption of 18,602.7 ODP tonnes reported for 2009 and consumption 20,215.0 ODP tonnes estimated for 2010. The Secretariat was requested, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption.</i>	UNDP		\$360,000	\$27,000	\$387,000	
	<b>Total for China</b>	<b>141.4</b>	<b>\$129,549,990</b>	<b>\$9,806,645</b>	<b>\$139,356,635</b>	
<b>COLOMBIA</b>						
<b>SEVERAL</b>						
<b>Ozone unit support</b>						
Extension of institutional strengthening project (phase VIII: 11/2011-10/2013)	UNDP		\$275,600	\$20,670	\$296,270	
	<b>Total for Colombia</b>		<b>\$275,600</b>	<b>\$20,670</b>	<b>\$296,270</b>	

## List of projects and activities approved for funding

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Project Title	Agency	ODP (tonnes)	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
<b>COMOROS</b>						
<b>PHASE-OUT PLAN</b>						
<b>HCFC phase out plan</b>						
HCFC phase-out management plan (stage I, first tranche)	UNEP		\$44,000	\$5,720	\$49,720	
<p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2011 to 2020 to meet the 35 per cent reduction in HCFC consumption. Noted that the Government had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 0.14 ODP tonnes, calculated using actual consumption of 0.14 ODP tonnes reported for 2009 and 2010, respectively. The Secretariat was requested, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption and of any potential related impact on the eligible funding level, with any adjustments needed being made when the next tranche was submitted. UNEP and the Government were requested to deduct 0.05 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption.</i></p>						
<b>SEVERAL</b>						
<b>Ozone unit support</b>						
Extension of the institutional strengthening project (phase VII: 7/2011-6/2013)	UNEP		\$60,000	\$0	\$60,000	
<b>Total for Comoros</b>			<b>\$104,000</b>	<b>\$5,720</b>	<b>\$109,720</b>	
<b>CONGO</b>						
<b>SEVERAL</b>						
<b>Ozone unit support</b>						
Extension of the institutional strengthening project (phase VII: 7/2011-6/2013)	UNEP		\$60,000	\$0	\$60,000	
<b>Total for Congo</b>			<b>\$60,000</b>		<b>\$60,000</b>	

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Project Title	Agency	ODP (tonnes)	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
<b>COSTA RICA</b>						
<b>PHASE-OUT PLAN</b>						
<b>HCFC phase out plan</b>						
HCFC phase-out management plan (stage I, first tranche)	UNDP		\$761,523	\$57,114	\$818,637	
<p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2011 to 2020 to meet the 35 per cent reduction in HCFC consumption, and on the understanding that US\$560,000 was provided to address HCFC consumption in the refrigeration servicing sector to reach up to and include the 35 per cent reduction in 2020 in line with decision 60/44 and US\$593,523 was provided for the investment component for the phase-out of 14.0 ODP tonnes of HCFC-141b used in the manufacturing sector. Noted that the Government had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 23.0 ODP tonnes, calculated using actual consumption of 14.2 ODP tonnes and 31.7 ODP tonnes reported for 2009 and 2010, respectively. The Secretariat was requested, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption and of any potential related impact on the eligible funding level, with any adjustments needed being made when the next tranche was submitted. UNDP and the Government were requested to deduct 17.6 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption.</i></p>						
<b>Total for Costa Rica</b>			<b>\$761,523</b>	<b>\$57,114</b>	<b>\$818,637</b>	
<b>DJIBOUTI</b>						
<b>SEVERAL</b>						
<b>Ozone unit support</b>						
Extension of the institutional strengthening project (phase IV: 7/2011-6/2013)	UNEP		\$60,000	\$0	\$60,000	
<b>Total for Djibouti</b>			<b>\$60,000</b>		<b>\$60,000</b>	
<b>GEORGIA</b>						
<b>DESTRUCTION</b>						
<b>Preparation of project proposal</b>						
Preparation of an ODS bank management and destruction demonstration project	UNDP		\$30,000	\$2,250	\$32,250	
<b>Total for Georgia</b>			<b>\$30,000</b>	<b>\$2,250</b>	<b>\$32,250</b>	

# List of projects and activities approved for funding

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Project Title	Agency	ODP (tonnes)	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
<b>GUATEMALA</b>						
<b>PHASE-OUT PLAN</b>						
<b>HCFC phase out plan</b>						
HCFC phase-out management plan (stage I, first tranche)	UNIDO		\$118,087	\$8,857	\$126,944	
<p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2011 to 2020 to meet the 35 per cent reduction in HCFC consumption, and on the understanding that US\$332,500 was provided to address HCFC consumption in the refrigeration servicing sector to reach up to and include the 35 per cent reduction in 2020 in line with decision 60/44; US\$109,637 was provided for the investment component for the phase-out of 1.4 ODP tonnes of HCFC-141b used in the foam sector. Noted that the Government had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption the estimated baseline of 8.3 ODP tonnes, calculated using actual consumption of 9.4 ODP tonnes reported for 2009 and consumption of 7.2 ODP tonnes estimated for 2010, plus 1.4 ODP tonnes of HCFC-141b contained in imported pre-blended polyol systems, resulting in 9.7 ODP tonnes. The Secretariat was requested, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption and of any potential related impact on the eligible funding level, with any adjustments needed being made when the next tranche was submitted. UNIDO, UNEP and the Government were requested to deduct 4.3 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption.</i></p>						
HCFC phase-out management plan (stage I, first tranche)	UNEP		\$28,250	\$3,673	\$31,923	
<p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2011 to 2020 to meet the 35 per cent reduction in HCFC consumption, and on the understanding that US\$332,500 was provided to address HCFC consumption in the refrigeration servicing sector to reach up to and include the 35 per cent reduction in 2020 in line with decision 60/44; US\$109,637 was provided for the investment component for the phase-out of 1.4 ODP tonnes of HCFC-141b used in the foam sector. Noted that the Government had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption the estimated baseline of 8.3 ODP tonnes, calculated using actual consumption of 9.4 ODP tonnes reported for 2009 and consumption of 7.2 ODP tonnes estimated for 2010, plus 1.4 ODP tonnes of HCFC-141b contained in imported pre-blended polyol systems, resulting in 9.7 ODP tonnes. The Secretariat was requested, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption and of any potential related impact on the eligible funding level, with any adjustments needed being made when the next tranche was submitted. UNIDO, UNEP and the Government were requested to deduct 4.3 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption.</i></p>						
<b>Total for Guatemala</b>			<b>\$146,337</b>	<b>\$12,530</b>	<b>\$158,867</b>	

Project Title	Agency	ODP (tonnes)	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
<b>INDONESIA</b>						
<b>FOAM</b>						
<b>Sectoral phase out plan</b>						
HCFC phase-out management plan (stage I, first tranche) (sector plan for phase-out of HCFC-141b in the foam sector, phase I)	IBRD	18.9	\$1,500,000	\$112,500	\$1,612,500	8.25
<p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2011 to 2018 to reduce HCFC consumption by 20 per cent of the baseline. Noted that the Government had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 402.2 ODP tonnes, calculated using actual consumption of 374.8 ODP tonnes reported for 2009 and consumption of 429.5 ODP tonnes estimated for 2010, and that approval of stage I of the HPMP did not preclude Indonesia from submitting, prior to 2015, a proposal to achieve a reduction in HCFCs beyond that addressed in stage I of the HPMP. The Secretariat was requested, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption. The World Bank and the Government were requested to deduct 34.1 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption.</i></p>						
HCFC phase-out management plan (stage I, first tranche) (Umbrella project to phase-out HCFC-141b from the manufacturing of rigid polyurethane foam at Isotech Jaya Makmur, Airtekindo, Sinar Lentera Kencana and Mayer Jaya)	UNIDO	10.4	\$777,395	\$58,305	\$835,700	9.79
<p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2011 to 2018 to reduce HCFC consumption by 20 per cent of the baseline. Noted that the Government had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 402.2 ODP tonnes, calculated using actual consumption of 374.8 ODP tonnes reported for 2009 and consumption of 429.5 ODP tonnes estimated for 2010, and that approval of stage I of the HPMP did not preclude Indonesia from submitting, prior to 2015, a proposal to achieve a reduction in HCFCs beyond that addressed in stage I of the HPMP. The Secretariat was requested, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption. UNIDO and the Government were requested to deduct 10.4 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption.</i></p>						

Project Title	Agency	ODP (tonnes)	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
<b>REFRIGERATION</b>						
<b>Sectoral phase out plan</b>						
HCFC phase-out management plan (stage I, first tranche) (technical assistance for refrigerant management)	Australia	3.7	\$300,000	\$39,000	\$339,000	
<p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2011 to 2018 to reduce HCFC consumption by 20 per cent of the baseline. Noted that the Government had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 402.2 ODP tonnes, calculated using actual consumption of 374.8 ODP tonnes reported for 2009 and consumption of 429.5 ODP tonnes estimated for 2010, and that approval of stage I of the HPMP did not preclude Indonesia from submitting, prior to 2015, a proposal to achieve a reduction in HCFCs beyond that addressed in stage I of the HPMP. The Secretariat was requested, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption. Australia and the Government were requested to deduct 3.7 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption.</i></p>						
HCFC phase-out management plan (stage I, first tranche) (refrigeration sector plan)	UNDP	24.4	\$1,802,807	\$135,210	\$1,938,017	6.96
<p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2011 to 2018 to reduce HCFC consumption by 20 per cent of the baseline. Noted that the Government had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 402.2 ODP tonnes, calculated using actual consumption of 374.8 ODP tonnes reported for 2009 and consumption of 429.5 ODP tonnes estimated for 2010, and that approval of stage I of the HPMP did not preclude Indonesia from submitting, prior to 2015, a proposal to achieve a reduction in HCFCs beyond that addressed in stage I of the HPMP. The Secretariat was requested, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption. UNDP and the Government were requested to deduct 54.5 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption.</i></p>						

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Project Title	Agency	ODP (tonnes)	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
<p>HCFC phase-out management plan (stage I, first tranche) (air conditioning sector plan)</p> <p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2011 to 2018 to reduce HCFC consumption by 20 per cent of the baseline. Noted that the Government had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 402.2 ODP tonnes, calculated using actual consumption of 374.8 ODP tonnes reported for 2009 and consumption of 429.5 ODP tonnes estimated for 2010, and that approval of stage I of the HPMP did not preclude Indonesia from submitting, prior to 2015, a proposal to achieve a reduction in HCFCs beyond that addressed in stage I of the HPMP. The Secretariat was requested, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption. UNDP and the Government were requested to deduct 32.3 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption. UNDP was also requested to submit a funding request for heat exchanger conversion as a component of the first tranche of the HPMP, once the Executive Committee had taken a decision on the funding of conversion for heat exchanger manufacturing, on the understanding that the level of funding would be calculated on the basis of that decision and would not exceed a maximum of US\$52,800, and the Secretariat was requested to update Appendix 2-A to the Agreement accordingly.</i></p>	UNDP	14.5	\$1,995,519	\$149,664	\$2,145,183	7.27
<b>PHASE-OUT PLAN</b>						
<b>HCFC phase out plan</b>						
<p>HCFC phase-out management plan (stage I, first tranche) (project management and coordination)</p> <p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2011 to 2018 to reduce HCFC consumption by 20 per cent of the baseline. Noted that the Government had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 402.2 ODP tonnes, calculated using actual consumption of 374.8 ODP tonnes reported for 2009 and consumption of 429.5 ODP tonnes estimated for 2010, and that approval of stage I of the HPMP did not preclude Indonesia from submitting, prior to 2015, a proposal to achieve a reduction in HCFCs beyond that addressed in stage I of the HPMP. The Secretariat was requested, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption.</i></p>	UNDP		\$201,674	\$15,126	\$216,800	4.50
<b>Total for Indonesia</b>		<b>71.9</b>	<b>\$6,577,395</b>	<b>\$509,805</b>	<b>\$7,087,200</b>	

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Project Title	Agency	ODP (tonnes)	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
<b>JAMAICA</b>						
<b>PHASE-OUT PLAN</b>						
<b>HCFC phase out plan</b>						
HCFC phase-out management plan (stage I, first tranche)	UNEP		\$20,000	\$2,600	\$22,600	
<i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2011 to 2020 to meet the 35 per cent reduction in HCFC consumption, and on the understanding that US\$560,000 was provided to address HCFC consumption in the refrigeration servicing sector to reach up to and include the 35 per cent reduction in 2020 in line with decision 60/44; US\$95,450 was provided for the investment component for the phase-out of 3.6 ODP tonnes of HCFC-141b used in the manufacturing sector. Noted that the Government had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption the baseline of 16.3 ODP tonnes, calculated using actual consumption of 18.2 ODP tonnes and 14.4 ODP tonnes reported for 2009 and 2010, respectively. UNDP, UNEP and the Government were requested to deduct 8.1 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption.</i>						
HCFC phase-out management plan (stage I, first tranche)	UNDP		\$237,450	\$17,809	\$255,259	
<i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2011 to 2020 to meet the 35 per cent reduction in HCFC consumption, and on the understanding that US\$560,000 was provided to address HCFC consumption in the refrigeration servicing sector to reach up to and include the 35 per cent reduction in 2020 in line with decision 60/44; US\$95,450 was provided for the investment component for the phase-out of 3.6 ODP tonnes of HCFC-141b used in the manufacturing sector. Noted that the Government had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption the baseline of 16.3 ODP tonnes, calculated using actual consumption of 18.2 ODP tonnes and 14.4 ODP tonnes reported for 2009 and 2010, respectively. UNDP, UNEP and the Government were requested to deduct 8.1 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption.</i>						
<b>Total for Jamaica</b>			<b>\$257,450</b>	<b>\$20,409</b>	<b>\$277,859</b>	
<b>KIRIBATI</b>						
<b>SEVERAL</b>						
<b>Ozone unit support</b>						
Renewal of institutional strengthening project (phase IV: 12/2011-11/2013)	UNEP		\$60,000	\$0	\$60,000	
<b>Total for Kiribati</b>			<b>\$60,000</b>		<b>\$60,000</b>	
<b>KOREA, DPR</b>						
<b>FOAM</b>						
<b>Preparation of project proposal</b>						
Preparation for HCFC phase-out investment activities in the polyurethane foam sector	UNIDO		\$50,000	\$3,750	\$53,750	
<i>UNIDO was requested to ensure the use of transparent methods for monitoring the financial transaction of the projects in line with existing United Nations rules and regulations.</i>						

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Project Title	Agency	ODP (tonnes)	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
<b>REFRIGERATION</b>						
<b>Preparation of project proposal</b>						
Preparation for HCFC phase-out investment activities in the commercial refrigeration sector	UNIDO		\$30,000	\$2,250	\$32,250	
<i>UNIDO was requested to ensure the use of transparent methods for monitoring the financial transaction of the projects in line with existing United Nations rules and regulations.</i>						
<b>PHASE-OUT PLAN</b>						
<b>HCFC phase out plan</b>						
Preparation of a HCFC phase-out management plan (additional funding)	UNIDO		\$65,000	\$4,875	\$69,875	
<i>UNIDO was requested to ensure the use of transparent methods for monitoring the financial transaction of the projects in line with existing United Nations rules and regulations.</i>						
Preparation of a HCFC phase-out management plan	UNEP		\$35,000	\$4,550	\$39,550	
<i>UNEP was requested to ensure the use of transparent methods for monitoring the financial transaction of the project in line with existing United Nations rules and regulations.</i>						
<b>Total for Korea, DPR</b>			<b>\$180,000</b>	<b>\$15,425</b>	<b>\$195,425</b>	
<b>LEBANON</b>						
<b>FOAM</b>						
<b>Sectoral phase out plan</b>						
HCFC phase-out management plan (stage I, first tranche) (foam sector plan)	UNDP	9.1	\$810,000	\$60,750	\$870,750	9.79
<i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2011 to 2017 to reduce HCFC consumption by 17.5 per cent of the baseline. Noted that the Government had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 72.8 ODP tonnes, calculated using actual consumption of 58.4 ODP tonnes reported for 2009 and consumption of 87.1 ODP tonnes estimated for 2010, and that approval of stage I of the HPMP did not preclude Lebanon from submitting, prior to 2015, a proposal to achieve a reduction in HCFCs beyond that addressed in stage I of the HPMP. The Secretariat was requested, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption. UNDP and the Government were requested to deduct 15.1 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption.</i>						

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Project Title	Agency	ODP (tonnes)	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
<b>REFRIGERATION</b>						
<b>Sectoral phase out plan</b>						
HCFC phase-out management plan (stage I, first tranche) (air conditioning sector plan)	UNDP	3.0	\$555,000	\$41,625	\$596,625	10.29
<p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2011 to 2017 to reduce HCFC consumption by 17.5 per cent of the baseline. Noted that the Government had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 72.8 ODP tonnes, calculated using actual consumption of 58.4 ODP tonnes reported for 2009 and consumption of 87.1 ODP tonnes estimated for 2010, and that approval of stage I of the HPMP did not preclude Lebanon from submitting, prior to 2015, a proposal to achieve a reduction in HCFCs beyond that addressed in stage I of the HPMP. The Secretariat was requested, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption. UNDP and the Government were requested to deduct 4.9 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption.</i></p>						
<b>PHASE-OUT PLAN</b>						
<b>HCFC phase out plan</b>						
HCFC phase-out management plan (stage I, first tranche)	UNDP		\$135,000	\$10,125	\$145,125	
<p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2011 to 2017 to reduce HCFC consumption by 17.5 per cent of the baseline. Noted that the Government had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 72.8 ODP tonnes, calculated using actual consumption of 58.4 ODP tonnes reported for 2009 and consumption of 87.1 ODP tonnes estimated for 2010, and that approval of stage I of the HPMP did not preclude Lebanon from submitting, prior to 2015, a proposal to achieve a reduction in HCFCs beyond that addressed in stage I of the HPMP. The Secretariat was requested, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption.</i></p>						
<b>Total for Lebanon</b>		<b>12.1</b>	<b>\$1,500,000</b>	<b>\$112,500</b>	<b>\$1,612,500</b>	

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Project Title	Agency	ODP (tonnes)	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
<b>LESOTHO</b>						
<b>PHASE-OUT PLAN</b>						
<b>HCFC phase out plan</b>						
HCFC phase-out management plan (stage I, first tranche)	Germany		\$100,000	\$13,000	\$113,000	
<p><i>Approved, without prejudice to the non-compliance mechanism of the Montreal Protocol, in accordance with the Agreement between the Government and the Executive Committee for the period 2011 to 2020 to meet the 35 per cent reduction in HCFC consumption. Noted that the Government had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 3.9 ODP tonnes, calculated using consumption of 3.8 ODP tonnes and 3.9 ODP tonnes reported for 2009 and 2010, respectively, under the HPMP. The Secretariat was requested, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption and of any potential related impact on the eligible funding level, with any adjustments needed being made when the next tranche was submitted. Germany and the Government were requested to deduct 1.4 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption. The project was approved on the condition that funding would be disbursed only upon receipt by the Secretariat of confirmation that an adequate and operational licensing system was in place.</i></p>						
<b>Total for Lesotho</b>			<b>\$100,000</b>	<b>\$13,000</b>	<b>\$113,000</b>	
<b>MACEDONIA, FYR</b>						
<b>PHASE-OUT PLAN</b>						
<b>HCFC phase out plan</b>						
HCFC phase-out management plan (phase I, remainder of second tranche)	UNIDO		\$81,000	\$6,075	\$87,075	
<b>Total for Macedonia, FYR</b>			<b>\$81,000</b>	<b>\$6,075</b>	<b>\$87,075</b>	
<b>MALAYSIA</b>						
<b>SEVERAL</b>						
<b>Ozone unit support</b>						
Extension of institutional strengthening project (phase IX: 1/2012-12/2013)	UNDP		\$279,500	\$20,963	\$300,463	
<b>Total for Malaysia</b>			<b>\$279,500</b>	<b>\$20,963</b>	<b>\$300,463</b>	
<b>MARSHALL ISLANDS</b>						
<b>SEVERAL</b>						
<b>Ozone unit support</b>						
Extension of the institutional strengthening project (phase V: 12/2011-11/2013)	UNEP		\$60,000	\$0	\$60,000	
<b>Total for Marshall Islands</b>			<b>\$60,000</b>		<b>\$60,000</b>	

Project Title	Agency	ODP (tonnes)	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
<b>MEXICO</b>						
<b>FOAM</b>						
<b>Sectoral phase out plan</b>						
HCFC phase-out management plan (stage I, first tranche) (phase-out of HCFC-141b in fully formulated systems for rigid and integral skin polyurethane (PU) foams at PU system houses and their local customers)	UNDP	66.8	\$2,502,526	\$187,689	\$2,690,215	4.12
<p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2011 to 2018 to reduce HCFC consumption by 30 per cent of the baseline. Noted that the Government had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption the consumption of 1,214.8 ODP tonnes reported for 2008, which were the latest data available when the HCFC project for Mabe had been approved at the 59th meeting, and that approval of stage I of the HPMP did not preclude Mexico from submitting, prior to 2015, a proposal to achieve phase-out of HCFCs beyond the phase-out addressed in stage I of the HPMP. The Secretariat was requested, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption. Noted that stage I of the HPMP also covered US\$3,171,146 in two already approved HCFC phase-out projects (Mabe and Silimex), and the deduction of 66.8 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption for the two projects. UNDP and the Government were requested to further deduct 299.8 ODP tonnes of HCFCs for the implementation of stage I of the HPMP.</i></p>						
HCFC phase-out management plan (stage I, first tranche) (umbrella project for conversion from HCFC-141b to cyclopentane insulation foam blowing technology at three refrigeration appliances manufacturing enterprises: FERSA, Frigopanel and Metalfrío)	UNIDO	23.0	\$2,046,110	\$153,458	\$2,199,568	9.79
<p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2011 to 2018 to reduce HCFC consumption by 30 per cent of the baseline. Noted that the Government had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption the consumption of 1,214.8 ODP tonnes reported for 2008, which were the latest data available when the HCFC project for Mabe had been approved at the 59th meeting, and that approval of stage I of the HPMP did not preclude Mexico from submitting, prior to 2015, a proposal to achieve phase-out of HCFCs beyond the phase-out addressed in stage I of the HPMP. The Secretariat was requested, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption. Noted that stage I of the HPMP also covered US\$3,171,146 in two already approved HCFC phase-out projects (Mabe and Silimex), and the deduction of 66.8 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption for the two projects. UNIDO and the Government were requested to further deduct 23.0 ODP tonnes of HCFCs for the implementation of stage I of the HPMP.</i></p>						

# List of projects and activities approved for funding

UNEP/OzL.Pro/ExCom/64/53  
Annex V

Project Title	Agency	ODP (tonnes)	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
<b>REFRIGERATION</b>						
<b>Sectoral phase out plan</b>						
HCFC phase-out management plan (stage I, first tranche) (phase-out of HCFC-141b as a cleaning agent in refrigeration servicing)	UNIDO	4.3	\$100,000	\$7,500	\$107,500	
<p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2011 to 2018 to reduce HCFC consumption by 30 per cent of the baseline. Noted that the Government had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption the consumption of 1,214.8 ODP tonnes reported for 2008, which were the latest data available when the HCFC project for Mabe had been approved at the 59th meeting, and that approval of stage I of the HPMP did not preclude Mexico from submitting, prior to 2015, a proposal to achieve phase-out of HCFCs beyond the phase-out addressed in stage I of the HPMP. The Secretariat was requested, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption. Noted that stage I of the HPMP also covered US\$3,171,146 in two already approved HCFC phase-out projects (Mabe and Silimex), and the deduction of 66.8 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption for the two projects. UNIDO and the Government were requested to further deduct 23.0 ODP tonnes of HCFCs for the implementation of stage I of the HPMP.</i></p>						
<b>PHASE-OUT PLAN</b>						
<b>HCFC phase out plan</b>						
HCFC phase-out management plan (stage I, first tranche) (legislation customs training and monitoring)	UNIDO	1.1	\$125,500	\$9,413	\$134,913	4.50
<p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2011 to 2018 to reduce HCFC consumption by 30 per cent of the baseline. Noted that the Government had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption the consumption of 1,214.8 ODP tonnes reported for 2008, which were the latest data available when the HCFC project for Mabe had been approved at the 59th meeting, and that approval of stage I of the HPMP did not preclude Mexico from submitting, prior to 2015, a proposal to achieve phase-out of HCFCs beyond the phase-out addressed in stage I of the HPMP. The Secretariat was requested, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption. Noted that stage I of the HPMP also covered US\$3,171,146 in two already approved HCFC phase-out projects (Mabe and Silimex), and the deduction of 66.8 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption for the two projects. UNIDO and the Government were requested to further deduct 4.6 ODP tonnes of HCFCs for the implementation of stage I of the HPMP.</i></p>						
<b>Total for Mexico</b>		<b>95.2</b>	<b>\$4,774,136</b>	<b>\$358,060</b>	<b>\$5,132,196</b>	

## List of projects and activities approved for funding

UNEP/OzL.Pro/ExCom/64/53  
Annex V

Project Title	Agency	ODP (tonnes)	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
<b>MONGOLIA</b>						
<b>SEVERAL</b>						
<b>Ozone unit support</b>						
Renewal of the institutional strengthening project (phase VII: 1/2012-12/2013)	UNEP		\$60,000	\$0	\$60,000	
		<b>Total for Mongolia</b>	<b>\$60,000</b>		<b>\$60,000</b>	
<b>MOZAMBIQUE</b>						
<b>SEVERAL</b>						
<b>Ozone unit support</b>						
Extension of the institutional strengthening project (phase V: 7/2011-6/2013)	UNEP		\$80,800	\$0	\$80,800	
		<b>Total for Mozambique</b>	<b>\$80,800</b>		<b>\$80,800</b>	
<b>MYANMAR</b>						
<b>SEVERAL</b>						
<b>Ozone unit support</b>						
Extension of institutional strengthening project (phase III: 1/2012-12/2013)	UNEP		\$60,000	\$0	\$60,000	
		<b>Total for Myanmar</b>	<b>\$60,000</b>		<b>\$60,000</b>	
<b>NIUE</b>						
<b>SEVERAL</b>						
<b>Ozone unit support</b>						
Extension of the institutional strengthening project (phase IV: 12/2011-11/2013)	UNEP		\$60,000	\$0	\$60,000	
		<b>Total for Niue</b>	<b>\$60,000</b>		<b>\$60,000</b>	
<b>PALAU</b>						
<b>SEVERAL</b>						
<b>Ozone unit support</b>						
Renewal of institutional strengthening project (phase IV: 12/2011-11/2013)	UNEP		\$60,000	\$0	\$60,000	
		<b>Total for Palau</b>	<b>\$60,000</b>		<b>\$60,000</b>	
<b>PHILIPPINES</b>						
<b>SEVERAL</b>						
<b>Ozone unit support</b>						
Extension of institutional strengthening project (phase VIII: 1/2012-12/2013)	UNEP		\$181,133	\$0	\$181,133	
		<b>Total for Philippines</b>	<b>\$181,133</b>		<b>\$181,133</b>	

# List of projects and activities approved for funding

UNEP/OzL.Pro/ExCom/64/53  
Annex V

Project Title	Agency	ODP (tonnes)	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
<b>RWANDA</b>						
<b>PHASE-OUT PLAN</b>						
<b>HCFC phase out plan</b>						
HCFC phase-out management plan (stage I, first tranche)	UNIDO	0.2	\$55,000	\$4,950	\$59,950	
<p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2011 to 2020 to meet the 35 per cent reduction in HCFC consumption. Noted that the Government had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 3.9 ODP tonnes, calculated using actual consumption of 3.8 ODP tonnes reported for 2009 and consumption of 4.1 ODP tonnes estimated for 2010. The Secretariat was requested, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption and of any potential related impact on the eligible funding level, with any adjustments needed being made when the next tranche was submitted. UNIDO, UNEP and the Government were requested to deduct 1.4 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption.</i></p>						
HCFC phase-out management plan (stage I, first tranche)	UNEP		\$42,000	\$5,460	\$47,460	
<p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2011 to 2020 to meet the 35 per cent reduction in HCFC consumption. Noted that the Government had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 3.9 ODP tonnes, calculated using actual consumption of 3.8 ODP tonnes reported for 2009 and consumption of 4.1 ODP tonnes estimated for 2010. The Secretariat was requested, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption and of any potential related impact on the eligible funding level, with any adjustments needed being made when the next tranche was submitted. UNIDO, UNEP and the Government were requested to deduct 1.4 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption.</i></p>						
<b>SEVERAL</b>						
<b>Ozone unit support</b>						
Extension of the institutional strengthening project (phase IV: 7/2011-6/2013)	UNEP		\$60,000	\$0	\$60,000	
<b>Total for Rwanda</b>		<b>0.2</b>	<b>\$157,000</b>	<b>\$10,410</b>	<b>\$167,410</b>	

# List of projects and activities approved for funding

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Annex V

Project Title	Agency	ODP (tonnes)	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
<b>SAINT KITTS AND NEVIS</b>						
<b>PHASE-OUT PLAN</b>						
<b>HCFC phase out plan</b>						
HCFC phase-out management plan (stage I, first tranche)	UNDP	0.1	\$40,000	\$3,600	\$43,600	
<p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2011 to 2020 to meet the 35 per cent reduction in HCFC consumption. Noted that the Government had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 0.50 ODP tonnes, calculated using actual consumption of 0.42 ODP tonnes reported for 2009 and consumption of 0.58 ODP tonnes estimated for 2010. The Secretariat was requested, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption and of any potential related impact on the eligible funding level, with any adjustments needed being made when the next tranche was submitted. UNDP, UNEP and the Government were requested to deduct 0.18 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption.</i></p>						
HCFC phase-out management plan (stage I, first tranche)	UNEP	0.1	\$58,400	\$7,592	\$65,992	
<p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2011 to 2020 to meet the 35 per cent reduction in HCFC consumption. Noted that the Government had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 0.50 ODP tonnes, calculated using actual consumption of 0.42 ODP tonnes reported for 2009 and consumption of 0.58 ODP tonnes estimated for 2010. The Secretariat was requested, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption and of any potential related impact on the eligible funding level, with any adjustments needed being made when the next tranche was submitted. UNDP, UNEP and the Government were requested to deduct 0.18 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption.</i></p>						
<b>Total for Saint Kitts and Nevis</b>		<b>0.1</b>	<b>\$98,400</b>	<b>\$11,192</b>	<b>\$109,592</b>	

# List of projects and activities approved for funding

UNEP/OzL.Pro/ExCom/64/53  
Annex V

Project Title	Agency	ODP (tonnes)	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
<b>SAINT LUCIA</b>						
<b>PHASE-OUT PLAN</b>						
<b>HCFC phase out plan</b>						
HCFC phase-out management plan (stage I, first tranche)	UNIDO		\$88,850	\$7,997	\$96,847	
<p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2011 to 2020 to meet the 35 per cent reduction in HCFC consumption. Noted that the Government had agreed to establish an estimated baseline of 0.92 ODP tonnes as its starting point for sustained aggregate reduction in HCFC consumption, calculated using actual consumption of 0.42 ODP tonnes reported for 2009 and consumption of 1.42 ODP tonnes estimated for 2010. The Secretariat was requested, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption and of any potential related impact on the eligible funding level, with any adjustments needed being made when the next tranche was submitted. UNIDO, UNEP and the Government were requested to deduct 0.32 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption.</i></p>						
HCFC phase-out management plan (stage I, first tranche)	UNEP		\$13,000	\$1,690	\$14,690	
<p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2011 to 2020 to meet the 35 per cent reduction in HCFC consumption. Noted that the Government had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 0.92 ODP tonnes, calculated using actual consumption of 0.42 ODP tonnes reported for 2009 and consumption of 1.42 ODP tonnes estimated for 2010. The Secretariat was requested, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption and of any potential related impact on the eligible funding level, with any adjustments needed being made when the next tranche was submitted. UNIDO, UNEP and the Government were requested to deduct 0.32 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption.</i></p>						
<b>Total for Saint Lucia</b>			<b>\$101,850</b>	<b>\$9,687</b>	<b>\$111,537</b>	

# List of projects and activities approved for funding

UNEP/OzL.Pro/ExCom/64/53  
Annex V

Project Title	Agency	ODP (tonnes)	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
<b>SAINT VINCENT AND THE GRENADINES</b>						
<b>PHASE-OUT PLAN</b>						
<b>HCFC phase out plan</b>						
HCFC phase-out management plan (first tranche)	UNIDO	0.1	\$124,115	\$11,170	\$135,285	
<p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2011 to 2025 to phase out 100 per cent of HCFC consumption, and on the understanding that no more funds would be eligible for HCFC phase-out in the country after 2025 and that the country could submit the request for the final tranche, presently foreseen for 2025, as early as 2020 if HCFC consumption had been completely phased out at that time. Noted that the Government had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 0.28 ODP tonnes, calculated using actual consumption of 0.41 ODP tonnes reported for 2009 and consumption of 0.15 ODP tonnes estimated for 2010. The Secretariat was requested, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption and of any potential related impact on the eligible funding level, with any adjustments needed being made when the next tranche was submitted. UNIDO, UNEP and the Government were requested to deduct 0.28 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption.</i></p>						
HCFC phase-out management plan (first tranche)	UNEP	0.1	\$55,809	\$7,255	\$63,064	
<p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2011 to 2025 to phase out 100 per cent of HCFC consumption, and on the understanding that no more funds would be eligible for HCFC phase-out in the country after 2025 and that the country could submit the request for the final tranche, presently foreseen for 2025, as early as 2020 if HCFC consumption had been completely phased out at that time. Noted that the Government had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 0.28 ODP tonnes, calculated using actual consumption of 0.41 ODP tonnes reported for 2009 and consumption of 0.15 ODP tonnes estimated for 2010. The Secretariat was requested, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption and of any potential related impact on the eligible funding level, with any adjustments needed being made when the next tranche was submitted. UNIDO, UNEP and the Government were requested to deduct 0.28 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption.</i></p>						
<b>Total for Saint Vincent and the Grenadines</b>		<b>0.1</b>	<b>\$179,924</b>	<b>\$18,425</b>	<b>\$198,349</b>	
<b>SAMOA</b>						
<b>SEVERAL</b>						
<b>Ozone unit support</b>						
Extension of institutional strengthening project (phase VI: 11/2011-10/2013)	UNEP		\$60,000	\$0	\$60,000	

# List of projects and activities approved for funding

UNEP/OzL.Pro/ExCom/64/53  
Annex V

Project Title	Agency	ODP (tonnes)	Funds approved (US\$)		C.E. (US\$/kg)
			Project	Support	
<b>Total for Samoa</b>			<b>\$60,000</b>		<b>\$60,000</b>
<b>SOLOMON ISLANDS</b>					
<b>SEVERAL</b>					
<b>Ozone unit support</b>					
Renewal of institutional strengthening project (phase IV: 12/2011-11/2013)	UNEP		\$60,000	\$0	\$60,000
<b>Total for Solomon Islands</b>			<b>\$60,000</b>		<b>\$60,000</b>
<b>TIMOR LESTE</b>					
<b>SEVERAL</b>					
<b>Ozone unit support</b>					
Institutional strengthening project (phase II, year 2: 1/2012-12/2012)	UNEP		\$20,000	\$0	\$20,000
<i>Approved on the understanding that any future requests for institutional strengthening renewal would be considered in accordance with the usual Executive Committee guidelines in decisions 43/37 and 63/43(a)</i>					
<b>Total for Timor Leste</b>			<b>\$20,000</b>		<b>\$20,000</b>
<b>TONGA</b>					
<b>SEVERAL</b>					
<b>Ozone unit support</b>					
Renewal of institutional strengthening project (phase IV: 12/2011-11/2013)	UNEP		\$60,000	\$0	\$60,000
<b>Total for Tonga</b>			<b>\$60,000</b>		<b>\$60,000</b>
<b>TRINIDAD AND TOBAGO</b>					
<b>PHASE-OUT PLAN</b>					
<b>HCFC phase out plan</b>					
HCFC phase-out management plan (stage I, first tranche)	UNDP		\$559,900	\$41,993	\$601,893
<i>Approved on an exceptional basis and in accordance with the Agreement between the Government and the Executive Committee for the period 2011 to 2020 to meet the 35 per cent reduction in HCFC consumption, and on the understanding that US\$1,288,933 was provided to address HCFC consumption in the refrigeration servicing sector to reach up to and include the 35 per cent reduction in 2020 in line with decision 60/44; and US\$173,800 were provided for the investment component for the phase-out of 2.5 ODP tonnes of HCFC-141b used in the foam manufacturing sector. Noted that the Government had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 46.2 ODP tonnes, calculated using actual consumption of 38.0 ODP tonnes and 54.5 ODP tonnes reported for 2009 and 2010, respectively. The Secretariat was requested, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption. UNDP and the Government were requested to deduct 17.9 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption.</i>					
<b>Total for Trinidad and Tobago</b>			<b>\$559,900</b>	<b>\$41,993</b>	<b>\$601,893</b>

# List of projects and activities approved for funding

UNEP/OzL.Pro/ExCom/64/53  
Annex V

Project Title	Agency	ODP (tonnes)	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
<b>TURKEY</b>						
<b>SEVERAL</b>						
<b>Ozone unit support</b>						
Extension of institutional strengthening project (phase V: 7/2011-6/2013)	UNIDO		\$260,000	\$19,500	\$279,500	
	<b>Total for Turkey</b>		<b>\$260,000</b>	<b>\$19,500</b>	<b>\$279,500</b>	
<b>ZAMBIA</b>						
<b>PHASE-OUT PLAN</b>						
<b>HCFC phase out plan</b>						
HCFC phase-out management plan (stage I, first tranche)	UNIDO	0.4	\$70,000	\$6,300	\$76,300	
<p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2011 to 2020 to meet the 35 per cent reduction in HCFC consumption. Noted that the Government had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 5.0 ODP tonnes, calculated using actual consumption of 0.7 ODP tonnes reported for 2009 and consumption of 9.2 ODP tonnes estimated for 2010. The Secretariat was requested, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption and of any potential related impact on the eligible funding level, with any adjustments needed being made when the next tranche was submitted. UNIDO, UNEP and the Government were requested to deduct 1.7 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption.</i></p>						
HCFC phase-out management plan (stage I, first tranche)	UNEP		\$40,000	\$5,200	\$45,200	
<p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2011 to 2020 to meet the 35 per cent reduction in HCFC consumption. Noted that the Government had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption an estimated baseline of 5.0 ODP tonnes, calculated using actual consumption of 0.7 ODP tonnes reported for 2009 and consumption of 9.2 ODP tonnes estimated for 2010. The Secretariat was requested, once the baseline data were known, to update Appendix 2-A to the Agreement to include the figures for maximum allowable consumption, and to notify the Executive Committee of the resulting change in the levels of maximum allowable consumption and of any potential related impact on the eligible funding level, with any adjustments needed being made when the next tranche was submitted. UNIDO, UNEP and the Government were requested to deduct 1.7 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption.</i></p>						
	<b>Total for Zambia</b>	<b>0.4</b>	<b>\$110,000</b>	<b>\$11,500</b>	<b>\$121,500</b>	
	<b>GRAND TOTAL</b>	<b>407.5</b>	<b>\$154,336,906</b>	<b>\$11,684,106</b>	<b>\$166,021,012</b>	

## Summary

UNEP/OzL.Pro/ExCom/64/53  
Annex V

Sector	Tonnes (ODP)	Funds approved (US\$)		
		Project	Support	Total
<b>BILATERAL COOPERATION</b>				
Foam		\$459,023	\$51,260	\$510,283
Refrigeration	3.7	\$380,000	\$49,400	\$429,400
Solvent	1.1	\$205,616	\$26,730	\$232,346
Phase-out plan	14.8	\$1,403,591	\$178,285	\$1,581,876
<b>TOTAL:</b>	19.6	\$2,448,230	\$305,675	\$2,753,905
<b>INVESTMENT PROJECT</b>				
Foam	156.2	\$70,151,231	\$5,260,918	\$75,412,149
Fumigant		\$500,000	\$37,500	\$537,500
Production	126.0	\$2,000,000	\$150,000	\$2,150,000
Refrigeration	101.3	\$72,872,136	\$5,523,687	\$78,395,823
Solvent	2.0	\$352,051	\$26,404	\$378,455
Phase-out plan	2.5	\$3,573,558	\$298,864	\$3,872,422
<b>TOTAL:</b>	387.9	\$149,448,976	\$11,297,373	\$160,746,349
<b>WORK PROGRAMME AMENDMENT</b>				
Foam		\$80,000	\$6,000	\$86,000
Refrigeration		\$30,000	\$2,250	\$32,250
Phase-out plan		\$100,000	\$9,425	\$109,425
Destruction		\$30,000	\$2,250	\$32,250
Several		\$2,199,700	\$61,133	\$2,260,833
<b>TOTAL:</b>		\$2,439,700	\$81,058	\$2,520,758
<b>Summary by Parties and Implementing Agencies</b>				
Australia	3.7	\$300,000	\$39,000	\$339,000
Germany	14.8	\$1,862,614	\$229,545	\$2,092,159
Japan	1.1	\$285,616	\$37,130	\$322,746
IBRD	18.9	\$40,389,000	\$3,028,750	\$43,417,750
UNDP	180.8	\$42,708,107	\$3,203,709	\$45,911,816
UNEP	0.1	\$3,444,059	\$239,163	\$3,683,222
UNIDO	188.1	\$65,347,510	\$4,906,809	\$70,254,319
<b>GRAND TOTAL</b>	407.5	\$154,336,906	\$11,684,106	\$166,021,012

**ADJUSTMENTS ARISING FROM THE 64TH MEETING OF THE EXECUTIVE COMMITTEE  
FOR BALANCES ON PROJECTS AND ACTIVITIES**

Agency	Project Costs (US\$)	Support Costs (US\$)	Total (US\$)
Canada (per decision 64/2(f))*	3,504	20,232	23,736
UNDP (per decision 64/2(b)&(c))	538,420	58,920	597,340
UNEP (per decision 64/2(b)&(c))	403,062	46,538	449,600
UNIDO (per decision 64/2(b)&(c))	34,918	3,080	37,998
World Bank (per decision 64/2(c))	0	390,706	390,706
<b>Total</b>	<b>979,904</b>	<b>519,476</b>	<b>1,499,380</b>

\*Cash transfer

**ADJUSTMENTS ARISING FROM THE 64TH MEETING OF THE EXECUTIVE  
COMMITTEE FOR TRANSFERRED PROJECTS**

Agency	Project Costs (US\$)	Support Costs (US\$)	Total (US\$)
UNDP (per decision 64/2(g))	-43,657	-3,274	-46,931
UNIDO (per decision 64/2(g))	43,657	3,274	46,931

**NET ALLOCATIONS TO IMPLEMENTING AGENCIES AND BILATERAL  
CONTRIBUTIONS BASED ON DECISIONS OF THE 64TH MEETING OF THE EXECUTIVE  
COMMITTEE**

Agency	Project Costs (US\$)	Support Costs (US\$)	Total (US\$)
Australia(1)	300,000	39,000	339,000
Germany(2)	1,862,614	229,545	2,092,159
Japan (1)	285,616	37,130	322,746
UNDP	42,126,030	3,141,515	45,267,545
UNEP	3,040,997	192,625	3,233,622
UNIDO	65,356,249	4,907,003	70,263,252
World Bank	40,389,000	2,638,044	43,027,044
<b>Total</b>	<b>153,360,506</b>	<b>11,184,862</b>	<b>164,545,368</b>

(1) Total amount to be assigned to 2011 bilateral contributions.

(2) US \$1,514,742 to be assigned to 2010 and US \$577,416 to be assigned to 2009 bilateral contributions.

## Annex VI

### VIEWS EXPRESSED BY THE EXECUTIVE COMMITTEE ON RENEWALS OF INSTITUTIONAL STRENGTHENING PROJECTS SUBMITTED TO THE 64<sup>th</sup> MEETING

#### **Afghanistan**

1. The Executive Committee reviewed the report of the institutional strengthening project extension for Afghanistan and noted with appreciation that Afghanistan has reported 2010 country programme implementation data to the Multilateral Fund Secretariat indicating that Afghanistan has met the 2010 control targets of the Montreal Protocol. The Executive Committee expressed the expectation that, in the next two years, Afghanistan will succeed in the implementation of the HCFC phase-out management plan ODS phase-out activities including those to meet the 2013 and 2015 control measures for HCFCs.

#### **Bhutan**

2. The Executive Committee reviewed the report of the institutional strengthening project extension for Bhutan and noted with appreciation that Bhutan has reported 2009 data to the Ozone Secretariat indicating that Bhutan is in compliance with the Montreal Protocol control measures. The Executive Committee is therefore optimistic that, in the next two years, Bhutan will implement its HCFC phase-out management plan with outstanding success in order to meet the initial targets to freeze and reduce the consumption of HCFCs in 2013 and 2015, respectively.

#### **Cambodia**

3. The Executive Committee reviewed the report of the institutional strengthening project extension for Cambodia and noted with appreciation that Cambodia has reported 2010 country programme implementation data to the Multilateral Fund Secretariat indicating that Cambodia has met the 2010 control targets of the Montreal Protocol. The Executive Committee is therefore hopeful that, in the next two years, Cambodia will start the implementation of its HCFC phase-out management plan with outstanding success in order to meet the initial targets to freeze and reduce the consumption of HCFCs in 2013 and 2015, respectively.

#### **Colombia**

4. The Executive Committee reviewed the terminal report presented with the institutional strengthening project renewal request for Colombia and noted with appreciation the achievements made by Colombia's Ozone Technical Unit during the implementation of the seventh phase. In particular the Executive Committee noted the progress made by Colombia towards the successful implementation of the CFC national phase-out plan, the initiation of stage I of the HCFC phase-out management plan and the implementation of other projects such as the conversion of the only metered-dose inhaler manufacturer in the country, the substitution of CTC as a process agent, the demonstration projects on chillers and supercritical CO<sub>2</sub>, the awareness programme on alternative to avoid the use of methyl bromide and the preparation of a demonstration project to manage unwanted ODS.

5. The Executive Committee commends the Government of Colombia for its achievements during the previous phase of the institutional strengthening project and expresses the expectation that, in the next two years, Colombia will continue the implementation of its planned activities with outstanding progress, and will sustain and build upon its current levels of reductions in ODS.

### **Comoros**

6. The Executive Committee reviewed the report presented with the institutional strengthening project renewal for Comoros and noted that the country has reported 2010 Article 7 data to the Ozone Secretariat and is in compliance with the 100 per cent phase-out targets of the Montreal Protocol. The Executive Committee is therefore hopeful that, in the next two years, Comoros will continue with the implementation of its ODS phase-out activities with outstanding success including the activities to meet the 2013 and 2015 control measures for HCFCs.

### **Congo**

7. The Executive Committee reviewed the report presented with the institutional strengthening project renewal for Congo and noted with appreciation that the country has confirmed being in compliance with the 2010 phase-out targets of the Montreal Protocol. The Executive Committee expressed the expectation that, in the next two years, Congo will maintain compliance with the CFC control measures and start implementing activities to control HCFCs and HCFC-based equipment.

### **Djibouti**

8. The Executive Committee reviewed the report presented with the institutional strengthening project renewal for Djibouti and noted with appreciation that the country has confirmed being in compliance with the phase-out schedule of CFC consumption. The Executive Committee is therefore hopeful that, in the next two years, Djibouti will continue with the implementation of its ODS phase-out activities with outstanding success including the activities to meet the 2013 and 2015 control measures for HCFCs.

### **Kiribati**

9. The Executive Committee reviewed the report presented with the institutional strengthening project renewal for Kiribati and noted with appreciation that the country has reported 2010 Article 7 data to the Ozone Secretariat indicating that Kiribati is in compliance with the Montreal Protocol phase-out targets. The Executive Committee is therefore hopeful that, in the next two years, Kiribati will succeed in the implementation of its ODS phase-out activities including those to meet the 2013 and 2015 control measures for HCFCs.

### **Malaysia**

10. The Executive Committee has reviewed the report presented with the institutional strengthening renewal request for Malaysia and noted with appreciation that the country had successfully achieved the phase-out of CFCs, CTC, and halon by 1 January 2010. In particular the Executive Committee noted the successful coordination with other national agencies and stakeholders in managing and monitoring implementation of ODS phase-out programmes, particularly enforcement activities and that Malaysia will continue to formulate and implement national regulations to sustain the ODS phase-out targets, including the implementation of a quota system for controlling HCFC consumption to comply with the HCFC targets for 2013 and 2015.

11. The Executive Committee fully supports Malaysia's efforts to reduce ODS consumption and expressed the expectation that, in the next two years, Malaysia will succeed in the implementation of ODS phase-out activities including the activities to meet the 2013 and 2015 control measures for HCFCs.

### **Marshall Islands**

12. The Executive Committee reviewed the report presented with the institutional strengthening project renewal for Marshall Islands and noted with appreciation that the country has reported Article 7 data to the Ozone Secretariat indicating that Marshall Islands is in compliance with the phase-out targets of the Montreal Protocol. The Executive Committee is therefore hopeful that, in the next two years, the Marshall Islands will continue with the implementation of its ODS phase-out activities with outstanding success including the activities to meet the 2013 and 2015 control measures for HCFCs.

### **Mongolia**

13. The Executive Committee reviewed the report presented with the institutional strengthening project renewal for Mongolia and noted with appreciation that the country has reported 2010 country programme implementation data to the Multilateral Fund Secretariat indicating that Mongolia has achieved total phase-out of CFCs as per the Montreal Protocol phase-out targets. The Executive Committee expressed the expectation that, in the next two years, Mongolia will implement its HCFC phase-out management plan with outstanding success.

### **Mozambique**

14. The Executive Committee reviewed the report presented with the institutional strengthening renewal request for Mozambique and notes with appreciation that the country has confirmed being in compliance with the phase-out targets of the Montreal Protocol. The Executive Committee expressed the expectation that, in the next two years, Mozambique will continue the implementation of its planned activities with outstanding progress, and will sustain and build upon its current levels of reductions in ODS to meet the 2013 and 2015 control measures for HCFCs.

### **Myanmar**

15. The Executive Committee reviewed the report presented with the institutional strengthening project extension for Myanmar and noted with appreciation that the country has reported 2010 Article 7 data to the Ozone Secretariat indicating that Myanmar is sustaining zero CFC consumption since 2006. The Executive Committee is also encouraged that Myanmar is finalizing the Ozone Order to establish an effective import/export licensing and quota system. The Executive Committee is therefore hopeful that, in the next two years, Myanmar will start the implementation of its HCFC phase-out activities in order to meet the initial targets to freeze and reduce the consumption of HCFCs in 2013 and 2015, respectively.

### **Niue**

16. The Executive Committee reviewed the report presented with the institutional strengthening project extension for Niue and noted with appreciation that Niue has reported 2009 Article 7 data to the Ozone Secretariat indicating that Niue is in compliance with the 100 per cent phase-out targets of the Montreal Protocol. The Executive Committee expressed the expectation that, in the next two years, Niue will succeed in the implementation of the HCFC phase-out management plan ODS phase-out activities including those to meet the 2013 and 2015 control measures for HCFCs.

### **Palau**

17. The Executive Committee reviewed the report presented with the institutional strengthening project extension for Palau and noted with appreciation that the country has reported 2010 country programme implementation data to the Multilateral Fund Secretariat indicating that Palau is in compliance with the Montreal Protocol phase-out targets. The Executive Committee is therefore hopeful

that, in the next two years, Palau will start the implementation of its HCFC phase-out management plan with outstanding success.

### **Philippines (the)**

18. The Executive Committee has reviewed the terminal report presented with the institutional strengthening project renewal request for the Philippines. The Committee commends the Government of the Philippines for successfully achieving phase-out of Annex E substances, while continuing to manage the sustainable phase-out of Annex A and B substances. The Executive Committee further commends the Philippines for introducing a licensing and quota system for HCFCs tied to the country's Chemical Control Order, and for launching work in the foam sector to tackle its HCFC consumption. The Government is encouraged to complete its HCFC phase-out management strategy in a timely manner and to ensure that the measures it has put in place to monitor compliance of the regulated community and enforce national regulations remain well-institutionalized, laying the groundwork for future institutionalization of HCFC controls.

### **Rwanda**

19. The Executive Committee reviewed the report presented with the institutional strengthening project renewal for Rwanda and noted with appreciation that the country has reported 2010 country programme implementation data to the Multilateral Fund Secretariat indicating that Rwanda had zero CFCs and halon consumption in compliance with the Montreal Protocol phase-out targets. The Executive Committee expressed the expectation that, in the next two years, Rwanda will sustain and build upon its current levels of reductions in ODS with outstanding success in order to meet the initial targets to freeze and reduce the consumption of HCFCs in 2013 and 2015, respectively.

### **Samoa**

20. The Executive Committee reviewed the report presented with the institutional strengthening project extension for Samoa and noted with appreciation that the country has reported 2009 Article 7 data to the Ozone Secretariat indicating that Samoa is in compliance with the Montreal Protocol phase-out targets. The Executive Committee expressed the expectation that, in the next two years, Samoa will sustain and build upon its current levels of reductions in ODS with outstanding success in order to meet the initial targets to freeze and reduce the consumption of HCFCs in 2013 and 2015, respectively.

### **Solomon Islands**

21. The Executive Committee reviewed the report presented with the institutional strengthening project extension for Solomon Islands and noted with appreciation that the country has reported 2009 Article 7 data to the Ozone Secretariat indicating that Solomon Islands has achieved the 2010 phase-out targets of the Montreal Protocol. The Executive Committee expressed the expectation that, in the next two years, Solomon Islands will sustain and build upon its current levels of reductions in ODS with outstanding success in order to meet the initial targets to freeze and reduce the consumption of HCFCs in 2013 and 2015, respectively.

### **Timor-Leste**

22. The Executive Committee reviewed the report presented with the institutional strengthening project extension for Timor-Leste and noted with appreciation that Timor-Leste has reported 2009 Article 7 data to the Ozone Secretariat indicating that Timor-Leste is on track to meet the 2010 Montreal Protocol control measures. The Executive Committee expressed the expectation that, in the next two years, Timor-Leste will sustain and build upon its current levels of reductions in ODS with outstanding

success in order to meet the initial targets to freeze and reduce the consumption of HCFCs in 2013 and 2015, respectively.

### **Tonga**

23. The Executive Committee reviewed the report presented with the institutional strengthening project extension for Tonga and noted with appreciation that the country reported 2010 country programme implementation data to the Multilateral Fund Secretariat indicating that Tonga is in compliance with the 100 per cent phase-out targets of the Montreal Protocol. The Executive Committee expressed the expectation that, in the next two years, Tonga will sustain and build upon its current levels of reductions in ODS with outstanding success in order to meet the initial targets to freeze and reduce the consumption of HCFCs in 2013 and 2015, respectively.

### **Turkey**

24. The Executive Committee reviewed the report presented with the institutional strengthening extension for Turkey and noted with appreciation that Turkey reported its country programme data for 2010 to the Multilateral Fund Secretariat indicating that the country has met the 2010 Montreal Protocol control measures. The Executive Committee expressed the expectation that, in the next two years, Turkey will continue the implementation of its planned activities with outstanding progress including the activities to meet the 2013 and 2015 control measures for HCFCs.

## Annex VII

### **AGREEMENT BETWEEN THE GOVERNMENT OF ALBANIA AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROCHLOROFLUOROCARBONS**

1. This Agreement represents the understanding of the Government of Albania (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 3.8 ODP tonnes by 1 January 2020 in compliance with Montreal Protocol schedules, with the understanding that this figure is to be revised one single time, once the baseline consumption for compliance has been established based on Article 7 data, with the funding to be adjusted accordingly, as per decision 60/44.
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 which exceeds the level defined in row 1.2 of Appendix 2-A (“Maximum allowable total consumption of Annex C, Group I Substances”) 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 which exceeds the level defined in row 4.1.3 (remaining eligible consumption).
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 (“The Targets, and Funding”) 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”).
4. 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 (“The Targets, and Funding”) of this Agreement. The aforementioned verification will be commissioned by the relevant bilateral or implementing agency.
5. The Executive Committee will not provide the Funding in accordance with the Funding Approval Schedule unless the Country satisfies the following conditions at least 60 days prior to the applicable Executive Committee meeting set out in the Funding Approval Schedule:
  - (a) That the Country has met the Targets for all relevant years. Relevant years are all years since the year in which the hydrochlorofluorocarbons phase-out management plan (HPMP) was approved. Exempt are years for which no obligation for reporting of country programme data exists at the date of the Executive Committee Meeting at which the funding request is being presented;
  - (b) That the meeting of these Targets has been independently verified, except if the Executive Committee decided that such verification would not be required;
  - (c) That the Country had submitted annual implementation reports in the form of Appendix 4-A (“Format of 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;

- (d) That the Country has submitted and received approval from the Executive Committee for an annual implementation plan in the form of Appendix 4-A (“Format of Implementation Reports and Plans”) 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; and
- (e) That, for all submissions from the 68<sup>th</sup> 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.

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 annual implementation plans in accordance with their roles and responsibilities set out in Appendix 5-A. This monitoring will also be subject to independent verification as described in paragraph 4 above.

7. The Executive Committee agrees that the Country may have the flexibility to reallocate the approved funds, or part of the funds, according to the evolving circumstances to achieve the smoothest reduction of consumption and phase-out of the Substances specified in Appendix 1-A.

- (a) Reallocations categorized as major changes must be documented in advance in an annual implementation plan and approved by the Executive Committee as described in sub-paragraph 5(d) above. Major changes would relate to issues potentially concerning the rules and policies of the Multilateral Fund; changes which would modify any clause of this Agreement; changes in the annual levels of funding allocated to individual bilateral or implementing agencies for the different tranches; and provision of funding for programmes or activities not included in the current endorsed annual implementation plan, or removal of an activity in the annual implementation plan, with a cost greater than 30 per cent of the total cost of the tranche;
- (b) Reallocations not categorized as major changes may be incorporated in the approved annual implementation plan, under implementation at the time, and reported to the Executive Committee in the annual implementation report; and
- (c) Any remaining funds will be returned to the Multilateral Fund upon closure of the last tranche of the plan.

8. Specific attention will be paid to the execution of the activities in the refrigeration servicing sub-sector, in particular:

- (a) The Country would use the flexibility available under this Agreement to address specific needs that might arise during project implementation; and
- (b) The Country and the bilateral and implementing agencies involved will take full account of the requirements of decisions 41/100 and 49/6 during the implementation of the plan.

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. UNIDO has agreed to be the lead implementing agency (the “Lead IA”) and UNEP has agreed to be the cooperating implementing agency (the “Cooperating IA”) under the lead of the Lead IA

in respect of the Country's activities under this Agreement. The 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 any of the agencies taking part in this Agreement.

10. The Lead IA will be responsible for carrying out the activities of the overall plan with the changes approved as part of the subsequent submissions, including but not limited to independent verification as per sub paragraph 5(b). This responsibility includes the necessity to co-ordinate with the Cooperating IA to ensure appropriate timing and sequence of activities in the implementation. The Cooperating IA will support the Lead IA by implementing the activities listed in Appendix 6-B under the overall co-ordination of the Lead IA. The Lead IA and Cooperating IA have reached consensus on the arrangements regarding inter-agency planning, reporting and responsibilities under this Agreement to facilitate a co-ordinated implementation of the Plan, including regular co-ordination meetings. The Executive Committee agrees, in principle, to provide the Lead IA and the Cooperating IA with the fees set out in rows 2.2 and 2.4 of Appendix 2-A.

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 in respect of each ODP kg 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 these decisions are taken, this specific case will not be an impediment for future tranches as per paragraph 5 above.

12. The Funding of this Agreement will not be modified on the basis of any future Executive Committee decision that may affect the funding of any other consumption sector projects or any other related activities in the Country.

13. The Country will comply with any reasonable request of the Executive Committee, the Lead IA and the Cooperating IA to facilitate implementation of this Agreement. In particular, it will provide the Lead IA and the Cooperating IA with access to information necessary to verify compliance with this Agreement.

14. The completion of the HPMP and the associated Agreement will take place at the end of the year following the last year for which a maximum allowable total consumption has been specified in Appendix 2-A. Should at that time activities be still outstanding which were foreseen in the Plan and its subsequent revisions as per sub-paragraph 5(d) and paragraph 7, the completion will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per sub-paragraphs 1(a), 1(b), 1(d), and 1(e) of Appendix 4-A continue until the time of the completion if not specified by the Executive Committee otherwise.

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.

## APPENDICES

### APPENDIX 1-A: SUBSTANCES

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)
HCFC-22	C	I	5.9

### APPENDIX 2-A: THE TARGETS, AND FUNDING

		2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	Total
1.1	Montreal Protocol reduction schedule of Annex C, Group I substances (ODP tonnes)	n/a	n/a	5.9	5.9	5.3	5.3	5.3	5.3	5.3	3.9	n/a
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	n/a	n/a	5.9	5.9	5.3	5.3	5.3	5.3	5.3	3.8	n/a
2.1	Lead IA (UNIDO) agreed funding (US \$)	45,000	0	92,000	0	40,000	0	0	30,000	0	23,000	230,000
2.2	Support costs for Lead IA (US \$)	4,050	0	8,280	0	3,600	0	0	2,700	0	2,070	20,700
2.3	Cooperating IA (UNEP) agreed funding (US \$)	25,000	0	20,000	0	23,000	0	0	8,500	0	8,500	85,000
2.4	Support costs for Cooperating IA (US \$)	3,250	0	2,600	0	2,990	0	0	1,105	0	1,105	11,050
3.1	Total agreed funding (US \$)	70,000	0	112,000	0	63,000	0	0	38,500	0	31,500	315,000
3.2	Total support costs (US \$)	7,300	0	10,880	0	6,590	0	0	3,805	0	3,175	31,750
3.3	Total agreed costs (US \$)	77,300	0	122,880	0	69,590	0	0	42,305	0	34,675	346,750
4.1.1	Total phase-out of HCFC-22 agreed to be achieved under this Agreement (ODP tonnes)											2.1
4.1.2	Phase-out of HCFC-22 to be achieved through previously approved projects (ODP tonnes)											0
4.1.3	Remaining eligible consumption of HCFC-22 (ODP tonnes)											3.8

### APPENDIX 3-A: FUNDING APPROVAL SCHEDULE

1. Funding for the future tranches will be considered for approval not earlier than the second meeting of the year specified in Appendix 2-A.

### APPENDIX 4-A: FORMAT OF IMPLEMENTATION REPORTS AND PLANS

1. The submission of the Implementation Report and Plan for each tranche request will consist of five parts:

- (a) A narrative report regarding the progress since the approval of the previous tranche, reflecting on 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 further highlight successes, experiences and challenges related to the different

activities included in the Plan, reflecting on changes in the circumstances in the Country, and providing other relevant information. The report should also include information about and justification for any changes vis-à-vis the previously submitted tranche plan, 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. The narrative report will cover all relevant years specified in sub-paragraph 5(a) of the Agreement and can in addition also include information about activities in the current year;

- (b) A verification report of the HPMP results and the consumption of the Substances mentioned in Appendix 1-A, 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;
- (c) A written description of the activities to be undertaken until the planned submission of the next tranche request, highlighting their interdependence, and taking into account experiences made and progress achieved in the implementation of earlier tranches. The description should also include a reference to the overall plan and progress achieved, as well as any possible changes to the overall plan foreseen. The description should cover the years specified in sub-paragraph 5(d) of the Agreement. The description should also specify and explain any revisions to the overall plan which were found to be necessary;
- (d) A set of quantitative information for the report and plan, submitted into a database. As per the relevant decisions of the Executive Committee in respect to the format required, the data should be submitted online. 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), and will cover the same time periods and activities; it will also capture the quantitative information regarding any necessary revisions of the overall plan as per sub-paragraph 1(c) above. While the quantitative information is required only for previous and future years, the format will include the option to submit in addition information regarding the current year if desired by the Country and the Lead IA; and
- (e) An Executive Summary of about five paragraphs, summarizing the information of above sub-paragraphs 1(a) to 1(d).

#### **APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES**

1. The National Ozone Unit (NOU) of the Ministry of Environment, Forests and Water Administration is designated as a national focal point for the implementation and co-ordination of programmes related to the implementation of the Montreal Protocol. Therefore, it will continue to play this role over the period of HPMP implementation.

2. As the Lead IA, UNIDO will be responsible for the overall implementation of the HPMP including the monitoring and co-ordination of various activities with the NOU and the Cooperating IA, preparation of progress reports and requests for the annual tranches. Through the monitoring and co-ordination project, the Lead IA will ensure independent verification on the achievement of the performance targets specified in the HPMP.

## **APPENDIX 6-A: ROLE OF THE LEAD IMPLEMENTING AGENCY**

1. The Lead IA will be responsible for a range of activities. These can be specified in the project document further, but include at least the following:

- (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;
- (b) Assisting the Country in preparation of the Implementation Plans and subsequent reports as per Appendix 4-A;
- (c) Providing verification to the Executive Committee that the Targets have been met and associated annual activities have been completed as indicated in the Implementation Plan consistent with Appendix 4-A;
- (d) Ensuring that the experiences and progress is reflected in updates of the overall plan and in future annual implementation plans consistent with sub paragraphs 1(c) and 1(d) of Appendix 4-A;
- (e) Fulfilling the reporting requirements for the annual implementation reports, annual implementation plans and the overall plan as specified in Appendix 4-A for submission to the Executive Committee. The reporting requirements include the reporting about activities undertaken by the Cooperating IA;
- (f) Ensuring that appropriate independent technical experts carry out the technical reviews;
- (g) Carrying out required supervision missions;
- (h) Ensuring the presence of an operating mechanism to allow effective, transparent implementation of the Implementation Plan and accurate data reporting;
- (i) Co-ordinating the activities of the Cooperating IA, and ensuring appropriate sequence of activities;
- (j) 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, the allocation of the reductions to the different budget items and to the funding of each implementing or bilateral agency involved;
- (k) Ensuring that disbursements made to the Country are based on the use of the indicators; and
- (l) Providing assistance with policy, management and technical support when required.

2. After consultation with the Country and taking into account any views expressed, the Lead IA will select and mandate an independent organization 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.

**APPENDIX 6-B: ROLE OF THE COOPERATING IMPLEMENTING AGENCY**

1. The Cooperating IA will be responsible for a range of activities. These are specified in the overall plan further, but include at least the following:

- (a) Providing policy development assistance when required;
- (b) Assisting the Country in the implementation and assessment of the activities funded by the Cooperating IA, and refer to the Lead IA to ensure a coordinated sequence in the activities; and
- (c) Providing reports to the Lead IA on these activities, for inclusion in the consolidated reports as per Appendix 4-A.

**APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY**

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by 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.

## Annex VIII

### **AGREEMENT BETWEEN THE GOVERNMENT OF PLURINATIONAL STATE OF BOLIVIA AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROCHLOROFLUOROCARBONS**

1. This Agreement represents the understanding of the Government of the Plurinational State of Bolivia (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 ODP tonnes 3.1 by 1 January 2020 in compliance with Montreal Protocol schedules, with the understanding that this figure is to be revised one single time, once the baseline consumption for compliance has been established based on Article 7 data with the funding to be adjusted accordingly, as per decision 60/44.
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 which exceeds the level defined in row 1.2 of Appendix 2-A (“Maximum allowable total consumption of Annex C, Group I Substances”) 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 which exceeds the level defined in rows 4.1.3, 4.2.3 and 4.3.3 remaining eligible consumptions.
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 (“The Targets, and Funding”) 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”).
4. 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 (“The Targets, and Funding”) of this Agreement. The aforementioned verification will be commissioned by the relevant bilateral or implementing agency.
5. The Executive Committee will not provide the Funding in accordance with the Funding Approval Schedule unless the Country satisfies the following conditions at least 60 days prior to the applicable Executive Committee meeting set out in the Funding Approval Schedule:
  - (a) That the Country has met the Targets for all relevant years. Relevant years are all years since the year in which the hydrochlorofluorocarbons phase-out management plan (HPMP) was approved. Exempt are years for which no obligation for reporting of country programme data exists at the date of the Executive Committee Meeting at which the funding request is being presented;
  - (b) That the meeting of these Targets has been independently verified, except if the Executive Committee decided that such verification would not be required;

- (c) That the Country had submitted annual implementation reports in the form of Appendix 4-A (“Format of 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;
- (d) That the Country has submitted and received approval from the Executive Committee for an annual implementation plan in the form of Appendix 4-A (“Format of Implementation Reports and Plans”) 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; and
- (e) That, for all submissions from the 68<sup>th</sup> 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.

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 annual implementation plans in accordance with their roles and responsibilities set out in Appendix 5-A. This monitoring will also be subject to independent verification as described in paragraph 4 above.

7. The Executive Committee agrees that the Country may have the flexibility to reallocate the approved funds, or part of the funds, according to the evolving circumstances to achieve the smoothest reduction of consumption and phase-out of the Substances specified in Appendix 1-A.

- (a) Reallocations categorized as major changes must be documented in advance in an annual implementation plan and approved by the Executive Committee as described in sub-paragraph 5(d) above. Major changes would relate to issues potentially concerning the rules and policies of the Multilateral Fund; changes which would modify any clause of this Agreement; changes in the annual levels of funding allocated to individual bilateral or implementing agencies for the different tranches; and provision of funding for programmes or activities not included in the current endorsed annual implementation plan, or removal of an activity in the annual implementation plan, with a cost greater than 30 per cent of the total cost of the tranche;
- (b) Reallocations not categorized as major changes may be incorporated in the approved annual implementation plan, under implementation at the time, and reported to the Executive Committee in the annual implementation report; and
- (c) Any remaining funds will be returned to the Multilateral Fund upon closure of the last tranche of the plan.

8. Specific attention will be paid to the execution of the activities in the refrigeration servicing sub-sector, in particular:

- (a) The Country would use the flexibility available under this Agreement to address specific needs that might arise during project implementation; and

- (b) The Country and the bilateral and implementing agencies involved will take full account of the requirements of decisions 41/100 and 49/6 during the implementation of the plan.

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. The Government of Germany has agreed to be the lead implementing agency (the “Lead IA”) and UNDP has agreed to be the cooperating implementing agency (the “Cooperating IA”) under the lead of the Lead IA in respect of the Country’s activities under this Agreement. The 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 any of the agencies taking part in this Agreement.

10. The Lead IA will be responsible for carrying out the activities of the overall plan with the changes approved as part of the subsequent submissions, including but not limited to independent verification as per sub-paragraph 5(b). This responsibility includes the necessity to co-ordinate with the Cooperating IA to ensure appropriate timing and sequence of activities in the implementation. The Cooperating IA will support the Lead IA by implementing the activities listed in Appendix 6-B under the overall co-ordination of the Lead IA. The Lead IA and Cooperating IA have reached consensus on the arrangements regarding inter-agency planning, reporting and responsibilities under this Agreement to facilitate a co-ordinated implementation of the Plan, including regular co-ordination meetings. The Executive Committee agrees, in principle, to provide the Lead IA and the Cooperating IA with the fees set out in rows 2.2 and 2.4 of Appendix 2-A.

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 in respect of each ODP kg 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 these decisions are taken, this specific case will not be an impediment for future tranches as per paragraph 5 above.

12. The Funding of this Agreement will not be modified on the basis of any future Executive Committee decision that may affect the funding of any other consumption sector projects or any other related activities in the Country.

13. The Country will comply with any reasonable request of the Executive Committee, and the Lead IA and the Cooperating IA to facilitate implementation of this Agreement. In particular, it will provide the Lead IA and the Cooperating IA with access to information necessary to verify compliance with this Agreement.

14. The completion of the HPMP and the associated Agreement will take place at the end of the year following the last year for which a maximum allowable total consumption has been specified in Appendix 2-A. Should at that time activities be still outstanding which were foreseen in the Plan and its subsequent revisions as per sub-paragraph 5(d) and paragraph 7, the completion will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per sub-paragraphs 1(a), 1(b), 1(d), and 1(e) of Appendix 4-A continue until the time of the completion if not specified by the Executive Committee otherwise.

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.

## APPENDICES

### APPENDIX 1-A: THE SUBSTANCES

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)
HCFC-22	C	I	3.7
HCFC-141b	C	I	0.8
HCFC-142b	C	I	0.2
HCFC-124	C	I	0.1
Sub-Total	C	I	4.8
HCFC-141b in imported pre-blended polyol	C	I	0.6
Total			5.4

### APPENDIX 2-A: THE TARGETS, AND FUNDING

		2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	Total
1.1	Montreal Protocol reduction schedule of Annex C, Group I substances (ODP tonnes)	n/a	n/a	4.8	4.8	4.3	4.3	4.3	4.3	4.3	3.1	n/a
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	n/a	n/a	4.8	4.8	4.3	4.3	4.3	4.3	4.3	3.1	n/a
2.1	Lead IA (Germany) agreed funding (US \$)	94,500	0	94,500	0	64,500	0	0	30,000	0	31,500	315,000
2.2	Support costs for lead agency (US \$)	12,285	0	12,285	0	8,385	0	0	3,900	0	4,095	40,950
2.3	Cooperating IA (UNDP) agreed funding (US \$) *	0	0	0	0	0	0	0	0	0	0	0
2.4	Support costs for cooperating agency (US \$)	0	0	0	0	0	0	0	0	0	0	0
3.1	Total agreed funding (US \$)	94,500	0	94,500	0	64,500	0	0	30,000	0	31,500	315,000
3.2	Total support costs (US \$)	12,285	0	12,285	0	8,385	0	0	3,900	0	4,095	40,950
3.3	Total agreed costs (US \$)	106,785	0	106,785	0	72,885	0	0	33,900	0	35,595	355,950
4.1.1	Total phase-out of HCFC-22 under this Agreement (ODP tonnes)											0.6
4.1.2	Phase-out of HCFC-22 in previously approved projects (ODP tonnes)											n/a
4.1.3	Remaining eligible consumption for HCFC-22 (ODP tonnes)											3.1
4.2.1	Total phase-out of HCFC-141b (flushing agent), HCFC-142b and HCFC-124 under this Agreement (ODP tonnes)											1.1
4.2.2	Phase-out of substances listed in row 4.2.1 in previously approved projects (ODP tonnes)											n/a
4.2.3	Remaining eligible consumption for substances listed in row 4.2.1 (ODP tonnes)											0.0
4.3.1	Total phase-out of HCFC-141b in the imported pre-blended polyols agreed to be achieved under this Agreement (ODP tonnes)											0.0
4.3.2	Phase-out of HCFC-141b in the imported pre-blended polyols to be achieved in previously approved projects (ODP tonnes)											n/a
4.3.3	Remaining eligible consumption for HCFC-141b in the imported pre-blended polyols (ODP tonnes)											0.6

\*UNDP might implement a project for the phase-out of HCFC-141b contained in imported pre-blended polyols if submitted by the Government of Bolivia during the implementation of stage I of the HPMP.

### **APPENDIX 3-A: FUNDING APPROVAL SCHEDULE**

1. Funding for the future tranches will be considered for approval not earlier than the second meeting of the year specified in Appendix 2-A.

### **APPENDIX 4-A: FORMAT OF IMPLEMENTATION REPORTS AND PLANS**

1. The submission of the Implementation Report and Plan for each tranche request will consist of five parts:

- (a) A narrative report regarding the progress since the approval of the previous tranche, reflecting on 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 further highlight successes, experiences and challenges related to the different activities included in the Plan, reflecting on changes in the circumstances in the Country, and providing other relevant information. The report should also include information about and justification for any changes vis-à-vis the previously submitted tranche plan, 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. The narrative report will cover all relevant years specified in sub-paragraph 5(a) of the Agreement and can in addition also include information about activities in the current year;
- (b) A verification report of the HPMP results and the consumption of the Substances mentioned in Appendix 1-A, 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;
- (c) A written description of the activities to be undertaken until the planned submission of the next tranche request, highlighting their interdependence, and taking into account experiences made and progress achieved in the implementation of earlier tranches. The description should also include a reference to the overall plan and progress achieved, as well as any possible changes to the overall plan foreseen. The description should cover the years specified in sub-paragraph 5(d) of the Agreement. The description should also specify and explain any revisions to the overall plan which were found to be necessary;
- (d) A set of quantitative information for the report and plan, submitted into a database. As per the relevant decisions of the Executive Committee in respect to the format required, the data should be submitted online. 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), and will cover the same time periods and activities; it will also capture the quantitative information regarding any necessary revisions of the overall plan as per sub-paragraph 1(c) above. While the quantitative information is required only for previous and future years, the format will include the option to submit in addition information regarding the current year if desired by the Country and the Lead IA; and
- (e) An Executive Summary of about five paragraphs, summarizing the information of above sub-paragraphs 1(a) to 1(d).

#### **APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES**

1. The NOU (National Ozone Unit) will be responsible for overall monitoring and coordination of the implementation of the HPMP with the assistance from Germany. The NOU will submit annual progress reports of status of implementation of the HPMP to Germany. Monitoring of progress made and verification of performance indicators and outcomes, as specified in the Plan, will be assigned to independent consultants by the Governmental of Germany.

#### **APPENDIX 6-A: ROLE OF THE LEAD IMPLEMENTING AGENCY**

1. The Lead IA will be responsible for a range of activities. These can be specified in the project document further, but include at least the following:

- (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;
- (b) Assisting the Country in preparation of the Implementation Plans and subsequent reports as per Appendix 4-A;
- (c) Providing verification to the Executive Committee that the Targets have been met and associated annual activities have been completed as indicated in the Implementation Plan consistent with Appendix 4-A;
- (d) Ensuring that the experiences and progress is reflected in updates of the overall plan and in future annual implementation plans consistent with sub-paragraphs 1(c) and 1(d) of Appendix 4-A;
- (e) Fulfilling the reporting requirements for the annual implementation reports, annual implementation plans and the overall plan as specified in Appendix 4-A for submission to the Executive Committee. The reporting requirements include the reporting about activities undertaken by the Cooperating IA;
- (f) Ensuring that appropriate independent technical experts carry out the technical reviews;
- (g) Carrying out required supervision missions;
- (h) Ensuring the presence of an operating mechanism to allow effective, transparent implementation of the Implementation Plan and accurate data reporting;
- (i) Co-ordinating the activities of the Cooperating IA, and ensuring appropriate sequence of activities;
- (j) 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, the allocation of the reductions to the different budget items and to the funding of each implementing or bilateral agency involved;
- (k) Ensuring that disbursements made to the Country are based on the use of the indicators; and
- (l) Providing assistance with policy, management and technical support when required.

2. After consultation with the Country and taking into account any views expressed, the Lead IA will select and mandate an independent organization 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.

#### **APPENDIX 6-B: ROLE OF THE COOPERATING IMPLEMENTING AGENCY**

1. In case UNDP implements the project for the phase-out of HCFC-141b contained in imported pre-blended polyols that could be submitted by the country during implementation of stage I of the HPMP, UNDP will be responsible for a range of activities. These activities are specified in the overall plan further, but include at least the following:

- (a) Providing policy development assistance when required;
- (b) Assisting the Country in the implementation and assessment of the activities funded by the Cooperating IA, and refer to the Lead IA to ensure a co-ordinated sequence in the activities; and
- (c) Providing reports to the Lead IA on these activities, for inclusion in the consolidated reports as per Appendix 4-A.

#### **APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY**

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by 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.

## Annex IX

### **AGREEMENT BETWEEN THE GOVERNMENT OF CAPE VERDE AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROCHLOROFLUOROCARBONS**

1. This Agreement represents the understanding of the Government of Cape Verde (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 0.16 ODP tonnes by 1 January 2020 in compliance with Montreal Protocol schedules, with the understanding that this figure is to be revised one single time, once the baseline consumption for compliance has been established based on Article 7 data , with the funding to be adjusted accordingly, as per decision 60/44.
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 which exceeds the level defined in row 1.2 of Appendix 2-A (“Maximum allowable total consumption of Annex C, Group I Substances”) 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 which exceeds the level defined in row 4.1.3 (remaining eligible consumption).
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 (“The Targets, and Funding”) 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”).
4. 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 (“The Targets, and Funding”) of this Agreement. The aforementioned verification will be commissioned by the relevant bilateral or implementing agency.
5. The Executive Committee will not provide the Funding in accordance with the Funding Approval Schedule unless the Country satisfies the following conditions at least 60 days prior to the applicable Executive Committee meeting set out in the Funding Approval Schedule:
  - (a) That the Country has met the Targets for all relevant years. Relevant years are all years since the year in which the hydrochlorofluorocarbons phase-out management plan (HPMP) was approved. Exempt are years for which no obligation for reporting of country programme data exists at the date of the Executive Committee Meeting at which the funding request is being presented;
  - (b) That the meeting of these Targets has been independently verified, except if the Executive Committee decided that such verification would not be required;

- (c) That the Country had submitted annual implementation reports in the form of Appendix 4-A (“Format of 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;
- (d) That the Country has submitted and received approval from the Executive Committee for an annual implementation plan in the form of Appendix 4-A (“Format of Implementation Reports and Plans”) 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; and
- (e) That, for all submissions from the 68<sup>th</sup> 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.

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 annual implementation plans in accordance with their roles and responsibilities set out in Appendix 5-A. This monitoring will also be subject to independent verification as described in paragraph 4 above.

7. The Executive Committee agrees that the Country may have the flexibility to reallocate the approved funds, or part of the funds, according to the evolving circumstances to achieve the smoothest reduction of consumption and phase-out of the Substances specified in Appendix 1-A.

- (a) Reallocations categorized as major changes must be documented in advance in an annual implementation plan and approved by the Executive Committee as described in sub-paragraph 5(d) above. Major changes would relate to issues potentially concerning the rules and policies of the Multilateral Fund; changes which would modify any clause of this Agreement; changes in the annual levels of funding allocated to individual bilateral or implementing agencies for the different tranches; and provision of funding for programmes or activities not included in the current endorsed annual implementation plan, or removal of an activity in the annual implementation plan, with a cost greater than 30 per cent of the total cost of the tranche;
- (b) Reallocations not categorized as major changes may be incorporated in the approved annual implementation plan, under implementation at the time, and reported to the Executive Committee in the annual implementation report; and
- (c) Any remaining funds will be returned to the Multilateral Fund upon closure of the last tranche of the plan.

8. Specific attention will be paid to the execution of the activities in the refrigeration servicing sub-sector, in particular:

- (a) The Country would use the flexibility available under this Agreement to address specific needs that might arise during project implementation; and

- (b) The Country and the bilateral and implementing agencies involved will take full account of the requirements of decisions 41/100 and 49/6 during the implementation of the plan.

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. UNEP has agreed to be the lead and implementing agency (the “Lead IA”) in respect of the Country’s activities under this Agreement. The 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 any of the agencies taking part in this Agreement.

10. The Lead IA will be responsible for carrying out the activities of the overall plan with the changes approved as part of the subsequent submissions, including but not limited to independent verification as per sub-paragraph 5(b). The Executive Committee agrees, in principle, to provide the Lead IA with the fees set out in row 2.2 of Appendix 2-A.

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 in respect of each ODP kg 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 these decisions are taken, this specific case will not be an impediment for future tranches as per paragraph 5 above.

12. The Funding of this Agreement will not be modified on the basis of any future Executive Committee decision that may affect the funding of any other consumption sector projects or any other related activities in the Country.

13. The Country will comply with any reasonable request of the Executive Committee, the Lead IA to facilitate implementation of this Agreement. In particular, it will provide the Lead IA with access to information necessary to verify compliance with this Agreement.

14. The completion of the HPMP and the associated Agreement will take place at the end of the year following the last year for which a maximum allowable total consumption has been specified in Appendix 2-A. Should at that time activities be still outstanding which were foreseen in the Plan and its subsequent revisions as per sub-paragraph 5(d) and paragraph 7, the completion will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per sub-paragraphs 1(a), 1(b), 1(d), and 1(e) of Appendix 4-A continue until the time of the completion if not specified by the Executive Committee otherwise.

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.

## APPENDICES

### APPENDIX 1-A: THE SUBSTANCES

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)
HCFC-22	C	I	0.25

### APPENDIX 2-A: THE TARGETS, AND FUNDING

		2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	Total
1.1	Montreal Protocol reduction schedule of Annex C, Group I substances (ODP tonnes)	n/a	n/a	1.1	1.0	1.0	1.0	1.0	1.0	1.0	0.7	n/a
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	n/a	n/a	0.25	0.25	0.23	0.23	0.23	0.23	0.23	0.16	n/a
2.1	Lead IA (UNEP) agreed funding (US \$)	44,000	0	35,000	0	0	35,000	0	30,000	0	16,000	160,000
2.2	Support costs for Lead IA (US \$)	5,720	0	4,550	0	0	4,550	0	3,900	0	2,080	20,800
3.1	Total agreed funding (US \$)	44,000	0	35,000	0	0	35,000	0	30,000	0	16,000	160,000
3.2	Total support costs (US \$)	5,720	0	4,550	0	0	4,550	0	3,900	0	2,080	20,800
3.3	Total agreed costs (US \$)	49,720	0	39,550	0	0	39,550	0	33,900	0	18,080	180,800
4.1.1	Total phase-out of HCFC-22 under this Agreement (ODP tonnes)											0.09
4.1.2	Phase-out of HCFC-22 in previously approved projects (ODP tonnes)											0.0
4.1.3	Remaining eligible consumption for HCFC-22 (ODP tonnes)											0.16

### APPENDIX 3-A: FUNDING APPROVAL SCHEDULE

1. Funding for the future tranches will be considered for approval not earlier than the last meeting of the year specified in Appendix 2-A.

### APPENDIX 4-A: FORMAT OF IMPLEMENTATION REPORTS AND PLANS

1. The submission of the Implementation Report and Plan for each tranche request will consist of five parts:

- (a) A narrative report regarding the progress since the approval of the previous tranche, reflecting on 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 further highlight successes, experiences and challenges related to the different activities included in the Plan, reflecting on changes in the circumstances in the Country, and providing other relevant information. The report should also include information

about and justification for any changes vis-à-vis the previously submitted tranche plan, 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. The narrative report will cover all relevant years specified in sub-paragraph 5(a) of the Agreement and can in addition also include information about activities in the current year;

- (b) A verification report of the HPMP results and the consumption of the Substances mentioned in Appendix 1-A, 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;
- (c) A written description of the activities to be undertaken until the planned submission of the next tranche request, highlighting their interdependence, and taking into account experiences made and progress achieved in the implementation of earlier tranches. The description should also include a reference to the overall plan and progress achieved, as well as any possible changes to the overall plan foreseen. The description should cover the years specified in sub-paragraph 5(d) of the Agreement. The description should also specify and explain any revisions to the overall plan which were found to be necessary;
- (d) A set of quantitative information for the report and plan, submitted into a database. As per the relevant decisions of the Executive Committee in respect to the format required, the data should be submitted online. 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), and will cover the same time periods and activities; it will also capture the quantitative information regarding any necessary revisions of the overall plan as per sub-paragraph 1(c) above. While the quantitative information is required only for previous and future years, the format will include the option to submit in addition information regarding the current year if desired by the Country and the Lead IA; and
- (e) An Executive Summary of about five paragraphs, summarizing the information of above sub-paragraphs 1(a) to 1(d).

#### **APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES**

1. The National Ozone Unit (NOU) will submit annual progress reports of status of implementation of the HPMP to UNEP.
2. Monitoring of development of HPMP and verification of the achievement of the performance targets, specified in the Plan, will be assigned to independent local company or to independent local consultants by UNEP.

#### **APPENDIX 6-A: ROLE OF THE LEAD IMPLEMENTING AGENCY**

1. The Lead IA will be responsible for a range of activities. These can be specified in the project document further, but include at least the following:
  - (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;

- (b) Assisting the Country in preparation of the Implementation Plans and subsequent reports as per Appendix 4-A;
- (c) Providing verification to the Executive Committee that the Targets have been met and associated annual activities have been completed as indicated in the Implementation Plan consistent with Appendix 4-A;
- (d) Ensuring that the experiences and progress is reflected in updates of the overall plan and in future annual implementation plans consistent with sub-paragraphs 1(c) and 1(d) of Appendix 4-A;
- (e) Fulfilling the reporting requirements for the annual implementation reports, annual implementation plans and the overall plan as specified in Appendix 4-A for submission to the Executive Committee;
- (f) Ensuring that appropriate independent technical experts carry out the technical reviews;
- (g) Carrying out required supervision missions;
- (h) Ensuring the presence of an operating mechanism to allow effective, transparent implementation of the Implementation Plan and accurate data reporting;
- (i) 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, the allocation of the reductions to the different budget items and to the funding of each implementing or bilateral agency involved;
- (j) Ensuring that disbursements made to the Country are based on the use of the indicators; and
- (k) Providing assistance with policy, management and technical support when required.

2. After consultation with the Country and taking into account any views expressed, the Lead IA will select and mandate an independent organization 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.

#### **APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY**

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by 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.

## Annex X

### **AGREEMENT BETWEEN THE GOVERNMENT OF CENTRAL AFRICAN REPUBLIC AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROCHLOROFLUOROCARBONS**

1. This Agreement represents the understanding of the Government of Central African Republic (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 7.8 ODP tonnes by 1 January 2020 in compliance with Montreal Protocol schedules, with the understanding that this figure is to be revised one single time, once the baseline consumption for compliance has been established based on Article 7 data , with the funding to be adjusted accordingly, as per decision 60/44.
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 which exceeds the level defined in row 1.2 of Appendix 2-A (“Maximum allowable total consumption of Annex C, Group I Substances”) 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 which exceeds the level defined in row 4.1.3 (remaining eligible consumption).
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 (“The Targets, and Funding”) 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”).
4. 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 (“The Targets, and Funding”) of this Agreement. The aforementioned verification will be commissioned by the relevant bilateral or implementing agency.
5. The Executive Committee will not provide the Funding in accordance with the Funding Approval Schedule unless the Country satisfies the following conditions at least 60 days prior to the applicable Executive Committee meeting set out in the Funding Approval Schedule:
  - (a) That the Country has met the Targets for all relevant years. Relevant years are all years since the year in which the hydrochlorofluorocarbons phase-out management plan (HPMP) was approved. Exempt are years for which no obligation for reporting of country programme data exists at the date of the Executive Committee Meeting at which the funding request is being presented;
  - (b) That the meeting of these Targets has been independently verified, except if the Executive Committee decided that such verification would not be required;

- (c) That the Country had submitted annual implementation reports in the form of Appendix 4-A (“Format of 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;
- (d) That the Country has submitted and received approval from the Executive Committee for an annual implementation plan in the form of Appendix 4-A (“Format of Implementation Reports and Plans”) 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; and
- (e) That, for all submissions from the 68<sup>th</sup> 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.

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 annual implementation plans in accordance with their roles and responsibilities set out in Appendix 5-A. This monitoring will also be subject to independent verification as described in paragraph 4 above.

7. The Executive Committee agrees that the Country may have the flexibility to reallocate the approved funds, or part of the funds, according to the evolving circumstances to achieve the smoothest reduction of consumption and phase-out of the Substances specified in Appendix 1-A.

- (a) Reallocations categorized as major changes must be documented in advance in an annual implementation plan and approved by the Executive Committee as described in sub-paragraph 5(d) above. Major changes would relate to issues potentially concerning the rules and policies of the Multilateral Fund; changes which would modify any clause of this Agreement; changes in the annual levels of funding allocated to individual bilateral or implementing agencies for the different tranches; and provision of funding for programmes or activities not included in the current endorsed annual implementation plan, or removal of an activity in the annual implementation plan, with a cost greater than 30 per cent of the total cost of the tranche;
- (b) Reallocations not categorized as major changes may be incorporated in the approved annual implementation plan, under implementation at the time, and reported to the Executive Committee in the annual implementation report; and
- (c) Any remaining funds will be returned to the Multilateral Fund upon closure of the last tranche of the plan.

8. Specific attention will be paid to the execution of the activities in the refrigeration servicing sub-sector, in particular:

- (a) The Country would use the flexibility available under this Agreement to address specific needs that might arise during project implementation; and

- (b) The Country and the bilateral and implementing agencies involved will take full account of the requirements of decisions 41/100 and 49/6 during the implementation of the plan.

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. UNEP has agreed to be the lead implementing agency (the “Lead IA”) and UNIDO has agreed to be the cooperating implementing agency (the “Cooperating IA”) under the lead of the Lead IA in respect of the Country’s activities under this Agreement. The 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 any of the agencies taking part in this Agreement.

10. The Lead IA will be responsible for carrying out the activities of the overall plan with the changes approved as part of the subsequent submissions, including but not limited to independent verification as per sub-paragraph 5(b). This responsibility includes the necessity to co-ordinate with the Cooperating IA to ensure appropriate timing and sequence of activities in the implementation. The Cooperating IA will support the Lead IA by implementing the activities listed in Appendix 6-B under the overall co-ordination of the Lead IA. The Lead IA and Cooperating IA have reached consensus on the arrangements regarding inter-agency planning, reporting and responsibilities under this Agreement to facilitate a co-ordinated implementation of the Plan, including regular co-ordination meetings. The Executive Committee agrees, in principle, to provide the Lead IA and the Cooperating IA with the fees set out in rows 2.2 and 2.4 of Appendix 2-A.

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 in respect of each ODP kg 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 these decisions are taken, this specific case will not be an impediment for future tranches as per paragraph 5 above.

12. The Funding of this Agreement will not be modified on the basis of any future Executive Committee decision that may affect the funding of any other consumption sector projects or any other related activities in the Country.

13. The Country will comply with any reasonable request of the Executive Committee, and the Lead IA and the Cooperating IA to facilitate implementation of this Agreement. In particular, it will provide the Lead IA and the Cooperating IA with access to information necessary to verify compliance with this Agreement.

14. The completion of the HPMP and the associated Agreement will take place at the end of the year following the last year for which a maximum allowable total consumption has been specified in Appendix 2-A. Should at that time activities be still outstanding which were foreseen in the Plan and its subsequent revisions as per sub-paragraph 5(d) and paragraph 7, the completion will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per sub-paragraphs 1(a), 1(b), 1(d), and 1(e) of Appendix 4-A continue until the time of the completion if not specified by the Executive Committee otherwise.

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.

## APPENDICES

### APPENDIX 1-A: THE SUBSTANCES

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)
HCFC-22	C	I	12.0

### APPENDIX 2-A: THE TARGETS, AND FUNDING

		2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	Total
1.1	Montreal Protocol reduction schedule of Annex C, Group I substances (ODP tonnes)	n/a	n/a	12.0	12.0	11.0	11.0	11.0	11.0	11.0	7.8	n/a
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	n/a	n/a	12.0	12.0	10.8	10.8	10.8	10.8	10.8	7.8	n/a
2.1	Lead IA (UNEP) agreed funding (US \$)	75,000	0	55,000	0	0	74,000	0	50,000	0	56,000	310,000
2.2	Support costs for Lead IA (US \$)	9,750	0	7,150	0	0	9,620	0	6,500	0	7,280	40,300
2.3	Cooperating IA(UNIDO) agreed funding (US \$)	125,000	0	0	0	0	125,000	0	0	0	0	250,000
2.4	Support costs for Cooperating IA (US \$)	9,375	0	0	0	0	9,375	0	0	0	0	18,750
3.1	Total agreed funding (US \$)	200,000	0	55,000	0	0	199,000	0	50,000	0	56,000	560,000
3.2	Total support costs (US \$)	19,125	0	7,150	0	0	18,995	0	6,500	0	7,280	59,050
3.3	Total agreed costs (US \$)	219,125	0	62,150	0	0	217,995	0	56,500	0	63,280	619,050
4.1.1	Total phase-out of HCFC-22 and under this Agreement (ODP tonnes)											4.2
4.1.2	Phase-out of HCFC-22 in previously approved projects (ODP tonnes)											0
4.1.3	Remaining eligible consumption for HCFC-22 (ODP tonnes)											7.8

### APPENDIX 3-A: FUNDING APPROVAL SCHEDULE

1. Funding for the future tranches will be considered for approval not earlier than the second meeting of the year specified in Appendix 2-A.

### APPENDIX 4-A: FORMAT OF IMPLEMENTATION REPORTS AND PLANS

1. The submission of the Implementation Report and Plan for each tranche request will consist of five parts:

- (a) A narrative report regarding the progress since the approval of the previous tranche, reflecting on 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 further highlight successes, experiences and challenges related to the different activities included in the Plan, reflecting on changes in the circumstances in the Country, and providing other relevant information. The report should also include information about and justification for any changes vis-à-vis the previously submitted tranche plan, 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. The narrative report will cover all relevant years specified in sub-paragraph 5(a) of the Agreement and can in addition also include information about activities in the current year;

- (b) A verification report of the HPMP results and the consumption of the Substances mentioned in Appendix 1-A, 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;
- (c) A written description of the activities to be undertaken until the planned submission of the next tranche request, highlighting their interdependence, and taking into account experiences made and progress achieved in the implementation of earlier tranches. The description should also include a reference to the overall plan and progress achieved, as well as any possible changes to the overall plan foreseen. The description should cover the years specified in sub-paragraph 5(d) of the Agreement. The description should also specify and explain any revisions to the overall plan which were found to be necessary;
- (d) A set of quantitative information for the report and plan, submitted into a database. As per the relevant decisions of the Executive Committee in respect to the format required, the data should be submitted online. 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), and will cover the same time periods and activities; it will also capture the quantitative information regarding any necessary revisions of the overall plan as per sub-paragraph 1(c) above. While the quantitative information is required only for previous and future years, the format will include the option to submit in addition information regarding the current year if desired by the Country and the Lead IA; and
- (e) An Executive Summary of about five paragraphs, summarizing the information of above sub-paragraphs 1(a) to 1(d).

## **APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES**

1. All the monitoring activities will be coordinated and managed through the National Ozone Unit, which is included within this HPMP.

2. The Lead IA will have a particularly prominent role in the monitoring arrangements because of its mandate to monitor ODS imports, whose records will be used as a crosschecking reference in all the monitoring programmes for the different projects within the HPMP. This organization, along with the cooperating IA will also undertake the challenging task of monitoring illegal ODS imports and exports with advising the appropriate national agencies through the National Ozone Office as relevant.

## **APPENDIX 6-A: ROLE OF THE LEAD IMPLEMENTING AGENCY**

1. The Lead IA will be responsible for a range of activities. These can be specified in the project document further, but include at least the following:

- (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;
- (b) Assisting the Country in preparation of the Implementation Plans and subsequent reports as per Appendix 4-A;
- (c) Providing verification to the Executive Committee that the Targets have been met and associated annual activities have been completed as indicated in the Implementation Plan consistent with Appendix 4-A;
- (d) Ensuring that the experiences and progress is reflected in updates of the overall plan and in future annual implementation plans consistent with sub-paragraphs 1(c) and 1(d) of Appendix 4-A;
- (e) Fulfilling the reporting requirements for the annual implementation reports, annual implementation plans and the overall plan as specified in Appendix 4-A for submission to the Executive Committee. The reporting requirements include the reporting about activities undertaken by the Cooperating IA;
- (f) Ensuring that appropriate independent technical experts carry out the technical reviews;
- (g) Carrying out required supervision missions;
- (h) Ensuring the presence of an operating mechanism to allow effective, transparent implementation of the Implementation Plan and accurate data reporting;
- (i) Co-ordinating the activities of the Cooperating IA, and ensuring appropriate sequence of activities;
- (j) 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, the allocation of the reductions to the different budget items and to the funding of each implementing or bilateral agency involved;
- (k) Ensuring that disbursements made to the Country are based on the use of the indicators; and
- (l) Providing assistance with policy, management and technical support when required.

2. After consultation with the Country and taking into account any views expressed, the Lead IA will select and mandate an independent organization 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.

#### **APPENDIX 6-B: ROLE OF THE COOPERATING IMPLEMENTING AGENCY**

1. The Cooperating IA will be responsible for a range of activities. These activities are specified in the overall plan further, but include at least the following:

- (a) Providing policy development assistance when required;
- (b) Assisting the Country in the implementation and assessment of the activities funded by the Cooperating IA, and refer to the Lead IA to ensure a co-ordinated sequence in the activities; and
- (c) Providing reports to the Lead IA on these activities, for inclusion in the consolidated reports as per Appendix 4-A.

#### **APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY**

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by 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.

## Annex XI

### **AGREEMENT BETWEEN THE GOVERNMENT OF COMOROS AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROCHLOROFLUOROCARBONS**

1. This Agreement represents the understanding of the Government of Comoros 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 0.09 ODP tonne by 1 January 2020 in compliance with Montreal Protocol schedules, with the understanding that this figure is to be revised one single time, once the baseline consumption for compliance has been established based on Article 7 data, with the funding to be adjusted accordingly, as per decision 60/44.
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 which exceeds the level defined in row 1.2 of Appendix 2-A (“Maximum allowable total consumption of Annex C, Group I Substances”) 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 which exceeds the level defined in row 4.1.3 (remaining eligible consumption).
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 (“The Targets, and Funding”) 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”).
4. 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 (“The Targets, and Funding”) of this Agreement. The aforementioned verification will be commissioned by the relevant bilateral or implementing agency.
5. The Executive Committee will not provide the Funding in accordance with the Funding Approval Schedule unless the Country satisfies the following conditions at least 60 days prior to the applicable Executive Committee meeting set out in the Funding Approval Schedule:
  - (a) That the Country has met the Targets for all relevant years. Relevant years are all years since the year in which the hydrochlorofluorocarbons phase-out management plan (HPMP) was approved. Exempt are years for which no obligation for reporting of country programme data exists at the date of the Executive Committee Meeting at which the funding request is being presented;
  - (b) That the meeting of these Targets has been independently verified, except if the Executive Committee decided that such verification would not be required;
  - (c) That the Country had submitted annual implementation reports in the form of Appendix 4-A (“Format of 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;

- (d) That the Country has submitted and received approval from the Executive Committee for an annual implementation plan in the form of Appendix 4-A (“Format of Implementation Reports and Plans”) 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; and
- (e) That, for all submissions from the 68<sup>th</sup> 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.

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 annual implementation plans in accordance with their roles and responsibilities set out in Appendix 5-A. This monitoring will also be subject to independent verification as described in paragraph 4 above.

7. The Executive Committee agrees that the Country may have the flexibility to reallocate the approved funds, or part of the funds, according to the evolving circumstances to achieve the smoothest reduction of consumption and phase-out of the Substances specified in Appendix 1-A.

- (a) Reallocations categorized as major changes must be documented in advance in an annual implementation plan and approved by the Executive Committee as described in sub-paragraph 5(d) above. Major changes would relate to issues potentially concerning the rules and policies of the Multilateral Fund; changes which would modify any clause of this Agreement; changes in the annual levels of funding allocated to individual bilateral or implementing agencies for the different tranches; and provision of funding for programmes or activities not included in the current endorsed annual implementation plan, or removal of an activity in the annual implementation plan, with a cost greater than 30 per cent of the total cost of the tranche;
- (b) Reallocations not categorized as major changes may be incorporated in the approved annual implementation plan, under implementation at the time, and reported to the Executive Committee in the annual implementation report; and
- (c) Any remaining funds will be returned to the Multilateral Fund upon closure of the last tranche of the plan.

8. Specific attention will be paid to the execution of the activities in the refrigeration servicing sub-sector, in particular:

- (a) The Country would use the flexibility available under this Agreement to address specific needs that might arise during project implementation; and
- (b) The Country and the bilateral and implementing agencies involved will take full account of the requirements of decisions 41/100 and 49/6 during the implementation of the plan.

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. UNEP has agreed to be the lead and unique implementing agency (the “Lead IA”) in respect of the Country’s activities under this Agreement. The 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 any of the agencies taking part in this Agreement.

10. The Lead IA will be responsible for carrying out the activities of the overall plan with the changes approved as part of the subsequent submissions, including but not limited to independent verification as per sub-paragraph 5(b). The Executive Committee agrees, in principle, to provide the Lead IA with the fees set out in row 2.2 of Appendix 2-A.

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 in respect of each ODP kg 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 these decisions are taken, this specific case will not be an impediment for future tranches as per paragraph 5 above.

12. The Funding of this Agreement will not be modified on the basis of any future Executive Committee decision that may affect the funding of any other consumption sector projects or any other related activities in the Country.

13. The Country will comply with any reasonable request of the Executive Committee, the Lead IA to facilitate implementation of this Agreement. In particular, it will provide the Lead IA with access to information necessary to verify compliance with this Agreement.

14. The completion of the HPMP and the associated Agreement will take place at the end of the year following the last year for which a maximum allowable total consumption has been specified in Appendix 2-A. Should at that time activities be still outstanding which were foreseen in the Plan and its subsequent revisions as per sub-paragraph 5(d) and paragraph 7, the completion will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per sub-paragraphs 1(a), 1(b), 1(d), and 1(e) of Appendix 4-A continue until the time of the completion if not specified by the Executive Committee otherwise.

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.

## APPENDICES

### APPENDIX 1-A: THE SUBSTANCES

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)
HCFC-22	C	I	0.14

### APPENDIX 2-A: THE TARGETS, AND FUNDING

		2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	Total
1.1	Montreal Protocol reduction schedule of Annex C, Group I substances (ODP tonnes)	n/a	n/a	0.14	0.14	0.13	0.13	0.13	0.13	0.13	0.09	n/a
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	n/a	n/a	0.14	0.14	0.13	0.13	0.13	0.13	0.13	0.09	n/a
2.1	Lead IA (UNEP) agreed funding (US \$)	44,000	0	35,000	0	0	35,000	0	30,000	0	16,000	160,000
2.2	Support costs for Lead IA (US \$)	5,720	0	4,550	0	0	4,550	0	3,900	0	2,080	20,800
3.1	Total agreed funding (US \$)	44,000	0	35,000	0	0	35,000	0	30,000	0	16,000	160,000
3.2	Total support costs (US \$)	5,720	0	4,550	0	0	4,550	0	3,900	0	2,080	20,800
3.3	Total agreed costs (US \$)	49,720	0	39,550	0	0	39,550	0	33,900	0	18,080	180,800
4.1.1	Total phase-out of HCFC-22 under this agreement (ODP tonnes)											0.05
4.1.2	Phase-out of HCFC-22 in previously approved projects (ODP tonnes)											0.00
4.1.3	Remaining eligible consumption for HCFC-22 (ODP tonnes)											0.09

### APPENDIX 3-A: FUNDING APPROVAL SCHEDULE

1. Funding for the future tranches will be considered for approval not earlier than the second meeting of the year specified in Appendix 2-A.

### APPENDIX 4-A: FORMAT OF IMPLEMENTATION REPORTS AND PLANS

1. The submission of the Implementation Report and Plan for each tranche request will consist of five parts:

- (a) A narrative report regarding the progress since the approval of the previous tranche, reflecting on 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 further highlight successes, experiences and challenges related to the different activities included in the Plan, reflecting on changes in the circumstances in the Country, and providing other relevant information. The report should also include information about and justification for any changes vis-à-vis the previously submitted tranche plan, 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. The narrative report will cover all relevant years specified in sub-paragraph 5(a) of the Agreement and can in addition also include information about activities in the current year;
- (b) A verification report of the HPMP results and the consumption of the Substances mentioned in Appendix 1-A, 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;

- (c) A written description of the activities to be undertaken until the planned submission of the next tranche request, highlighting their interdependence, and taking into account experiences made and progress achieved in the implementation of earlier tranches. The description should also include a reference to the overall plan and progress achieved, as well as any possible changes to the overall plan foreseen. The description should cover the years specified in sub-paragraph 5(d) of the Agreement. The description should also specify and explain any revisions to the overall plan which were found to be necessary;
- (d) A set of quantitative information for the report and plan, submitted into a database. As per the relevant decisions of the Executive Committee in respect to the format required, the data should be submitted online. 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), and will cover the same time periods and activities; it will also capture the quantitative information regarding any necessary revisions of the overall plan as per sub-paragraph 1(c) above. While the quantitative information is required only for previous and future years, the format will include the option to submit in addition information regarding the current year if desired by the Country and the Lead IA; and
- (e) An Executive Summary of about five paragraphs, summarizing the information of above sub-paragraphs 1(a) to 1(d).

#### **APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES**

1. The National Ozone Unit will submit annual progress reports of status of implementation of the HPMP to UNEP.
2. Monitoring of development of HPMP and verification of the achievement of the performance targets, specified in the Plan, will be assigned to independent local company or to independent local consultants by UNEP.

#### **APPENDIX 6-A: ROLE OF THE LEAD IMPLEMENTING AGENCY**

1. The Lead IA will be responsible for a range of activities. These can be specified in the project document further, but include at least the following:
  - (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;
  - (b) Assisting the Country in preparation of the Implementation Plans and subsequent reports as per Appendix 4-A;
  - (c) Providing verification to the Executive Committee that the Targets have been met and associated annual activities have been completed as indicated in the Implementation Plan consistent with Appendix 4-A;

- (d) Ensuring that the experiences and progress is reflected in updates of the overall plan and in future annual implementation plans consistent with sub-paragraphs 1(c) and 1(d) of Appendix 4-A;
- (e) Fulfilling the reporting requirements for the annual implementation reports, annual implementation plans and the overall plan as specified in Appendix 4-A for submission to the Executive Committee;
- (f) Ensuring that appropriate independent technical experts carry out the technical reviews;
- (g) Carrying out required supervision missions;
- (h) Ensuring the presence of an operating mechanism to allow effective, transparent implementation of the Implementation Plan and accurate data reporting;
- (i) 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, the allocation of the reductions to the different budget items and to the funding of each implementing or bilateral agency involved;
- (j) Ensuring that disbursements made to the Country are based on the use of the indicators; and
- (k) Providing assistance with policy, management and technical support when required.

2. After consultation with the Country and taking into account any views expressed, the Lead IA will select and mandate an independent organization 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.

#### **APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY**

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by 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.

## Annex XII

### **AGREEMENT BETWEEN THE GOVERNMENT OF COSTA RICA AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROCHLOROFLUOROCARBONS**

1. This Agreement represents the understanding of the Government of Costa Rica (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 6.9 ODP tonnes by 1 January 2020 in compliance with Montreal Protocol schedules, with the understanding that this figure is to be revised one single time, once the baseline consumption for compliance has been established based on Article 7 data, with the funding to be adjusted accordingly, as per decision 60/44.
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 which exceeds the level defined in row 1.2 of Appendix 2-A (“Maximum allowable total consumption of Annex C, Group I Substances”) 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 which exceeds the level defined in row 4.1.3 (remaining eligible consumption).
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 (“The Targets, and Funding”) 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”).
4. 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 (“The Targets, and Funding”) of this Agreement. The aforementioned verification will be commissioned by the relevant bilateral or implementing agency.
5. The Executive Committee will not provide the Funding in accordance with the Funding Approval Schedule unless the Country satisfies the following conditions at least 60 days prior to the applicable Executive Committee meeting set out in the Funding Approval Schedule:
  - (a) That the Country has met the Targets for all relevant years. Relevant years are all years since the year in which the hydrochlorofluorocarbons phase-out management plan (HPMP) was approved. Exempt are years for which no obligation for reporting of country programme data exists at the date of the Executive Committee Meeting at which the funding request is being presented;
  - (b) That the meeting of these Targets has been independently verified, except if the Executive Committee decided that such verification would not be required;
  - (c) That the Country had submitted annual implementation reports in the form of Appendix 4-A (“Format of 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;

- (d) That the Country has submitted and received approval from the Executive Committee for an annual implementation plan in the form of Appendix 4-A (“Format of Implementation Reports and Plans”) 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; and
- (e) That, for all submissions from the 68<sup>th</sup> 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.

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 annual implementation plans in accordance with their roles and responsibilities set out in Appendix 5-A. This monitoring will also be subject to independent verification as described in paragraph 4 above.

7. The Executive Committee agrees that the Country may have the flexibility to reallocate the approved funds, or part of the funds, according to the evolving circumstances to achieve the smoothest reduction of consumption and phase-out of the Substances specified in Appendix 1-A.

- (a) Reallocations categorized as major changes must be documented in advance in an annual implementation plan and approved by the Executive Committee as described in sub-paragraph 5(d) above. Major changes would relate to issues potentially concerning the rules and policies of the Multilateral Fund; changes which would modify any clause of this Agreement; changes in the annual levels of funding allocated to individual bilateral or implementing agencies for the different tranches; and provision of funding for programmes or activities not included in the current endorsed annual implementation plan, or removal of an activity in the annual implementation plan, with a cost greater than 30 per cent of the total cost of the tranche;
- (b) Reallocations not categorized as major changes may be incorporated in the approved annual implementation plan, under implementation at the time, and reported to the Executive Committee in the annual implementation report; and
- (c) Any remaining funds will be returned to the Multilateral Fund upon closure of the last tranche of the plan.

8. Specific attention will be paid to the execution of the activities in the refrigeration servicing sub-sector, in particular:

- (a) The Country would use the flexibility available under this Agreement to address specific needs that might arise during project implementation; and
- (b) The Country and the bilateral and implementing agencies involved will take full account of the requirements of decisions 41/100 and 49/6 during the implementation of the plan.

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. UNDP has agreed to be the lead implementing agency (the “Lead IA”) in respect of the

Country's activities under this Agreement. The 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 any of the agencies taking part in this Agreement.

10. The Lead IA will be responsible for carrying out the activities of the overall plan with the changes approved as part of the subsequent submissions, including but not limited to independent verification as per sub-paragraph 5(b). The Executive Committee agrees, in principle, to provide the Lead IA with the fees set out in row 2.2 of Appendix 2-A.

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 in respect of each ODP kg 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 these decisions are taken, this specific case will not be an impediment for future tranches as per paragraph 5 above.

12. The Funding of this Agreement will not be modified on the basis of any future Executive Committee decision that may affect the funding of any other consumption sector projects or any other related activities in the Country.

13. The Country will comply with any reasonable request of the Executive Committee and the Lead IA to facilitate implementation of this Agreement. In particular, it will provide the Lead IA with access to information necessary to verify compliance with this Agreement.

14. The completion of the HPMP and the associated Agreement will take place at the end of the year following the last year for which a maximum allowable total consumption has been specified in Appendix 2-A. Should at that time activities be still outstanding which were foreseen in the Plan and its subsequent revisions as per sub-paragraph 5(d) and paragraph 7, the completion will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per sub-paragraphs 1(a), 1(b), 1(d), and 1(e) of Appendix 4-A continue until the time of the completion if not specified by the Executive Committee otherwise.

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.

## APPENDICES

### APPENDIX 1-A: THE SUBSTANCES

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)*
HCFC-22	C	I	10.0
HCFC-141b	C	I	12.5
HCFC 123	C	I	0.01
HCFC 124	C	I	0.1
HCFC 142b	C	I	0.4
<b>TOTAL</b>	<b>C</b>	<b>I</b>	<b>23.0</b>

\*To be revised in line with decision 64/31.

### APPENDIX 2-A: THE TARGETS, AND FUNDING

		2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	Total
1.1	Montreal Protocol reduction schedule of Annex C, Group I substances (ODP tonnes)	n/a	n/a	23.0	23.0	20.7	20.7	20.7	20.7	20.7	15.0	n/a
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	n/a	n/a	23.0	23.0	12.0	12.0	12.0	12.0	12.0	6.9	n/a
2.1	Lead IA UNDP agreed funding(US \$)	761,523	0	168,000	0	62,000	0	106,000	0	56,000	0	1,153,523
2.2	Support costs for Lead IA(US \$)	57,114	0	12,600	0	4,650	0	7,950	0	4,200	0	86,514
3.1	Total agreed funding (US \$)	761,523	0	168,000	0	62,000	0	106,000	0	56,000	0	1,153,523
3.2	Total support cost (US \$)	57,114	0	12,600	0	4,650	0	7,950	0	4,200	0	86,514
3.3	Total agreed costs (US \$)	818,637	0	180,600	0	66,650	0	113,950	0	60,200	0	1,240,037
4.1.1	Total phase-out of HCFC-22, HCFC-123, HCFC-124, HCFC-142b (ODP tonnes) agreed to be achieved under this Agreement											3.6
4.1.2	Phase-out of HCFCs mentioned in line 4.1.1 to be achieved in previously approved projects (ODP tonnes)											n/a
4.1.3	Remaining eligible consumption for HCFCs mentioned in line 4.1.1 (ODP tonnes)											6.9
4.2.1	Total phase-out of HCFC-141b (ODP tonnes) agreed to be achieved under this Agreement*											14.0
4.2.2	Phase-out of HCFC-141b to be achieved in previously approved projects (ODP tonnes)											n/a
4.2.3	Remaining eligible consumption for HCFC-141b (ODP tonnes)**											TBD

\*Consumption phased out associated with the project for the phase-out of HCFC-141b at Mabe.

\*\*To be determined once the starting point is revised in line with decision 64/31.

### APPENDIX 3-A: FUNDING APPROVAL SCHEDULE

1. Funding for the future tranches will be considered for approval not earlier than the second meeting of the year specified in Appendix 2-A.

#### **APPENDIX 4-A: FORMAT OF IMPLEMENTATION REPORTS AND PLANS**

1. The submission of the Implementation Report and Plan for each tranche request will consist of five parts:

- (a) A narrative report regarding the progress since the approval of the previous tranche, reflecting on 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 further highlight successes, experiences and challenges related to the different activities included in the Plan, reflecting on changes in the circumstances in the Country, and providing other relevant information. The report should also include information about and justification for any changes vis-à-vis the previously submitted tranche plan, 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. The narrative report will cover all relevant years specified in sub-paragraph 5(a) of the Agreement and can in addition also include information about activities in the current year;
- (b) A verification report of the HPMP results and the consumption of the Substances mentioned in Appendix 1-A, 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;
- (c) A written description of the activities to be undertaken until the planned submission of the next tranche request, highlighting their interdependence, and taking into account experiences made and progress achieved in the implementation of earlier tranches. The description should also include a reference to the overall plan and progress achieved, as well as any possible changes to the overall plan foreseen. The description should cover the years specified in sub-paragraph 5(d) of the Agreement. The description should also specify and explain any revisions to the overall plan which were found to be necessary;
- (d) A set of quantitative information for the report and plan, submitted into a database. As per the relevant decisions of the Executive Committee in respect to the format required, the data should be submitted online. 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), and will cover the same time periods and activities; it will also capture the quantitative information regarding any necessary revisions of the overall plan as per sub-paragraph 1(c) above. While the quantitative information is required only for previous and future years, the format will include the option to submit in addition information regarding the current year if desired by the Country and the Lead IA; and
- (e) An Executive Summary of about five paragraphs, summarizing the information of above sub-paragraphs 1(a) to 1(d).

#### **APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES**

1. The monitoring activities will be carried out within the HPMP Implementation, monitoring and control project, and will include the implementation of all the projects within the HPMP, the regular monitoring of the project implementation and results, the production of periodic reports on project results

in order to facilitate corrective actions, the production of timely project progress reports to the Executive Committee, and regular monitoring of market developments and trends at the national and international levels.

#### **APPENDIX 6-A: ROLE OF THE LEAD IMPLEMENTING AGENCY**

1. The Lead IA will be responsible for a range of activities. These can be specified in the project document further, but include at least the following:

- (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;
- (b) Assisting the Country in preparation of the Implementation Plans and subsequent reports as per Appendix 4-A;
- (c) Providing verification to the Executive Committee that the Targets have been met and associated annual activities have been completed as indicated in the Implementation Plan consistent with Appendix 4-A;
- (d) Ensuring that the experiences and progress is reflected in updates of the overall plan and in future annual implementation plans consistent with sub-paragraphs 1(c) and 1(d) of Appendix 4-A;
- (e) Fulfilling the reporting requirements for the annual implementation reports, annual implementation plans and the overall plan as specified in Appendix 4-A for submission to the Executive Committee;
- (f) Ensuring that appropriate independent technical experts carry out the technical reviews;
- (g) Carrying out required supervision missions;
- (h) Ensuring the presence of an operating mechanism to allow effective, transparent implementation of the Implementation Plan and accurate data reporting;
- (i) 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, the allocation of the reductions to the different budget items and to the funding of each implementing or bilateral agency involved;
- (j) Ensuring that disbursements made to the Country are based on the use of the indicators; and
- (k) Providing assistance with policy, management and technical support when required.

2. After consultation with the Country and taking into account any views expressed, the Lead IA will select and mandate an independent organization 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.

**APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY**

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by 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.

### Annex XIII

#### **AGREEMENT BETWEEN THE GOVERNMENT OF GUATEMALA AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROCHLOROFLUOROCARBONS**

1. This Agreement represents the understanding of the Government of Guatemala 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 5.4 ODP tonnes by 1 January 2020, in compliance with Montreal Protocol schedules, with the understanding that this figure is to be revised one single time, once the baseline consumption for compliance has been established based on Article 7 data, with the funding to be adjusted accordingly, as per decision 60/44.
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 which exceeds the level defined in row 1.2 of Appendix 2-A (maximum allowable total consumption of Annex C, Group I substances) 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 which exceeds the level defined in rows 4.1.3, 4.2.3, 4.3.3, 4.4.3 and 4.5.3 (remaining eligible consumption).
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 (the “Targets and Funding”) to the Country. The Executive Committee will, in principle, provide this funding at the Executive Committee meetings specified in Appendix 3-A (the “Funding Approval Schedule”).
4. 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 (“The Targets, and Funding”) of this Agreement. The aforementioned verification will be commissioned by the relevant bilateral or implementing agency.
5. The Executive Committee will not provide the Funding in accordance with the Funding Approval Schedule unless the Country satisfies the following conditions at least 60 days prior to the applicable Executive Committee meeting set out in the Funding Approval Schedule:
  - (a) That the Country has met the Targets for all relevant years. Relevant years are all years since the year in which the hydrochlorofluorocarbons phase-out management plan (HPMP) was approved. Exempt are years for which no obligation for reporting of country programme data exists at the date of the Executive Committee Meeting at which the funding request is being presented;
  - (b) That the meeting of these Targets has been independently verified, except if the Executive Committee decided that such verification would not be required;
  - (c) That the Country had submitted annual implementation reports in the form of Appendix 4-A (“Format of 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;

- (d) That the Country has submitted and received approval from the Executive Committee for a annual implementation plan in the form of Appendix 4-A (“Format of Implementation Reports and Plans”) 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; and
- (e) That, for all submissions from the 68<sup>th</sup> 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.

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 plan in accordance with their roles and responsibilities set out in Appendix 5-A. This monitoring will also be subject to independent verification as described in paragraph 4 above.

7. The Executive Committee agrees that the Country may have the flexibility to reallocate the approved funds, or part of the funds, according to the evolving circumstances to achieve the smoothest reduction of consumption and phase-out of the Substances specified in Appendix 1-A.

- (a) Reallocations categorized as major changes must be documented in advance in an annual Implementation Plan and approved by the Executive Committee as described in sub-paragraph 5(d). Major changes would relate to issues potentially concerning the rules and policies of the Multilateral Fund; changes which would modify any clause of this Agreement; changes in the annual levels of funding allocated to individual bilateral or implementing agencies for the different tranches; and provision of funding for programmes or activities not included in the current endorsed annual implementation plan, or removal of an activity in the annual implementation plan, with a cost greater than 30 per cent of the total cost of the tranche;
- (b) Reallocations not categorized as major changes may be incorporated in the approved annual implementation plan, under implementation at the time, and reported to the Executive Committee in the annual implementation report; and
- (c) Any remaining funds will be returned to the Multilateral Fund upon closure of the last tranche of the plan.

8. Specific attention will be paid to the execution of the activities in the refrigeration servicing sub-sector, in particular:

- (a) The Country would use the flexibility available under this Agreement to address specific needs that might arise during project implementation; and
- (b) The Country and the bilateral and implementing agencies involved will take full account of the requirements of decisions 41/100 and 49/6 during the implementation of the plan.

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. UNIDO has agreed to be the lead implementing agency (the “Lead IA”) and UNEP has agreed to be the cooperating implementing agency (the “Cooperating IA”) under the lead of the Lead IA in respect of the Country’s activities under this Agreement. The 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 any of the IA taking part in this Agreement.

10. The Lead IA will be responsible for carrying out the activities of the overall plan with the changes approved as part of the subsequent submissions, including but not limited to independent verification as per sub-paragraph 5(b). This responsibility includes the necessity to co-ordinate with the Cooperating IA to ensure appropriate timing and sequence of activities in the implementation. The Cooperating IA will support the Lead IA by implementing the activities listed in Appendix 6-B under the overall co-ordination of the Lead IA. The Lead IA and Cooperating IA have reached consensus on the arrangements regarding inter-agency planning, reporting and responsibilities under this Agreement to facilitate a co-ordinated implementation of the Plan, including regular co-ordination meetings. The Executive Committee agrees, in principle, to provide the Lead IA and the Cooperating IA with the fees set out in rows 2.2 and 2.4 of Appendix 2-A.

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 amounts set out in Appendix 7-A in respect of each ODP kg 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 these decisions are taken, this specific case will not be an impediment for future tranches as per paragraph 5 above.

12. The Funding of this Agreement will not be modified on the basis of any future Executive Committee decision that may affect the funding of any other consumption sector projects or any other related activities in the Country.

13. The Country will comply with any reasonable request of the Executive Committee, the Lead IA and the Cooperating IA to facilitate implementation of this Agreement. In particular, it will provide the Lead IA and the Cooperating IA with access to information necessary to verify compliance with this Agreement.

14. The completion of the HPMP and the associated Agreement will take place at the end of the year following the last year for which a maximum allowable total consumption has been specified in Appendix 2-A. Should at that time activities be still outstanding which were foreseen in the Plan and its subsequent revisions as per sub-paragraph 5(d) and paragraph 7, the completion will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per sub-paragraphs 1(a), 1(b), 1(d), and 1(e) of Appendix 4-A continue until the time of the completion if not specified by the Executive Committee otherwise.

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.

## APPENDICES

### APPENDIX 1-A: THE SUBSTANCES

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)
HCFC-22	C	I	6.9
HCFC-141b	C	I	1.1
HCFC-124	C	I	0.2
HCFC-142b	C	I	0.1
Sub-total	C	I	8.3
HCFC-141b in imported pre-blended polyols	C	I	1.4
Total	C	I	9.7

### APPENDIX 2-A: THE TARGETS, AND FUNDING

		2011	2012	2013	2014	2015	2016-2017	2018	2019	2020	Total
1.1	Montreal Protocol reduction schedule of Annex C, Group I substances (ODP tonnes)	n/a	n/a	8.3	8.3	7.5	7.5	7.5	7.5	5.4	
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	n/a	n/a	8.3	8.3	7.5	7.5	7.5	7.5	5.4	
2.1	Lead IA UNIDO agreed funding(US \$)	118,087	0	37,925	0	113,775	0	42,850	0	33,000	345,637
2.2	Support costs for Lead IA (US \$)	8,857	0	2,844	0	8,533	0	3,214	0	2,475	25,923
2.3	Cooperating IA UNEP agreed funding (US \$)	28,250	0	20,000	0	35,000	0	13,250	0	0	96,500
2.4	Support costs for Cooperating IA (US \$)	3,673	0	2,600	0	4,550	0	1,722	0	0	12,545
3.1	Total agreed funding (US \$)	146,337	0	57,925	0	148,775	0	56,100	0	33,000	442,137
3.2	Total support cost (US \$)	12,530	0	5,444	0	13,083	0	4,936	0	2,475	38,468
3.3	Total agreed costs (US \$)	158,867	0	63,369	0	161,858	0	61,036	0	35,475	480,605
4.1.1	Total phase-out of HCFC-22 agreed to be achieved under this Agreement (ODP tonnes)										1.8
4.1.2	Phase-out of HCFC-22 to be achieved in previously approved projects (ODP tonnes)										-
4.1.3	Remaining eligible consumption for HCFC-22 (ODP tonnes)										5.1
4.2.1	Total phase-out of HCFC-141b agreed to be achieved under this Agreement (ODP tonnes)										1.1
4.2.2	Phase-out of HCFC-141b to be achieved in previously approved projects (ODP tonnes)										-
4.2.3	Remaining eligible consumption for HCFC-141b (ODP tonnes)										0.0
4.3.1	Total phase-out of HCFC-142b agreed to be achieved under this Agreement (ODP tonnes)										-
4.3.2	Phase-out of HCFC-142b to be achieved in previously approved projects (ODP tonnes)										-
4.3.3	Remaining eligible consumption for HCFC-142b (ODP tonnes)										0.2
4.4.1	Total phase-out of HCFC-124 agreed to be achieved under this Agreement (ODP tonnes)										-
4.4.2	Phase-out of HCFC-124 to be achieved in previously approved projects (ODP tonnes)										-
4.4.3	Remaining eligible consumption for HCFC-124 (ODP tonnes)										0.1
4.5.1	Total phase-out of HCFC-141b contained in imported pre-blended polyols (ODP tonnes)										1.4
4.5.2	Phase-out of HCFC-141b contained in imported pre-blended polyols to be achieved in previously approved projects (ODP tonnes)										-
4.5.3	Remaining eligible consumption for HCFC-141b contained in imported pre-blended polyols (ODP tonnes)										0.0

### **APPENDIX 3-A: FUNDING APPROVAL SCHEDULE**

1. Funding for the future tranches will be considered for approval not earlier than the last meeting of the year specified in Appendix 2-A.

### **APPENDIX 4-A: FORMAT OF IMPLEMENTATION REPORTS AND PLANS**

1. The submission of the Tranche Implementation Report and Plan for each tranche request will consist of five parts:

- (a) A narrative report regarding the progress since the approval of the previous tranche, reflecting on 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 further highlight successes, experiences and challenges related to the different activities included in the Plan, reflecting on changes in the circumstances in the country, and providing other relevant information. The report should also include information about and justification for any changes vis-à-vis the previously submitted tranche plan, 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. The narrative report will cover all relevant years specified in sub-paragraph 5(a) of the Agreement and can in addition also include information about activities in the current year;
- (b) A verification report of the HPMP results and the consumption of the substances mentioned in Appendix 1-A, 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;
- (c) A written description of the activities to be undertaken until the planned submission of the next tranche request, highlighting their interdependence, and taking into account experiences made and progress achieved in the implementation of earlier tranches. The description should also include a reference to the overall Plan and progress achieved, as well as any possible changes to the overall plan foreseen. The description should cover the years specified in sub-paragraph 5(d) of the Agreement. The description should also specify and explain any revisions to the overall plan which were found to be necessary;
- (d) A set of quantitative information for the report and plan, submitted into a database. As per the relevant decisions of the Executive Committee in respect to the format required, the data should be submitted online. 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), and will cover the same time periods and activities; it will also capture the quantitative information regarding any necessary revisions of the overall plan as per sub-paragraph 1(c) above. While the quantitative information is required only for previous and future years, the format will include the option to submit in addition information regarding the current year if desired by the country and lead implementing agency; and
- (e) An Executive Summary of about five paragraphs, summarizing the information of above sub-paragraphs 1(a) to 1(d).

## **APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES**

1. The Specialized Technical Ozone Unit of Guatemala (UTOZ), within the Ministry of Environment and Natural Resources, will coordinate the implementation of the project and will be responsible for the national coordination of the whole HPMP program with the assistance of UNIDO as the lead implementation agency and UNEP as cooperating implementation agency.
2. Selected local experts will be trained, as central human resources, for the HPMP preparation and implementation in the advanced technologies areas in the service sector, trends and alternative technologies and experiences attained in other countries for the HPMP.
3. The Unit will be responsible for the monitoring of the phase out implementation plan, of making the follow up of the promulgation, and the enforcement of the policies and legislation. The Unit will support UNIDO and UNEP in the preparation the annual implementation plans and progress reports for the Executive Committee.
4. The implementation of the phase out plan will need to be aligned and closely coordinate with the different general instructions, regulatory, fiscal actions, of capacity creation and awareness that the government of Guatemala executes, to ensure the consistency of the governmental priorities.
5. The phase out plan will be managed by a team dedicated to this job that consists of a coordinator that will be designated by the UTOZ and have the support of the representatives and experts of the implementation agencies and the necessary support infrastructure. The component of support to the management and update of the legal instruments of the phase out plan will include the following activities during the length of the plan:
  - (a) Management and coordination of the plan implementation with the different actions with respect to government policies related to the refrigeration and air conditioning sector;
  - (b) Establishment of a policy development and application program, that includes the different legislative, regulatory, promotional, discouraging and punitive actions, to allow the government to exercise the required mandates and ensure the industry fulfillment with the obligations of the ODS consumption reduction;
  - (c) Development and implementation of training, awareness and capacity creation activities for key departments of the government, legislators, decision makers and other institutional players, to ensure a high level commitment to the Plan objectives and obligations;
  - (d) Creation of awareness on the Phase Out Plan and the governmental initiatives in the sector, among consumers and the general public, through workshops, media advertising and other information promotion measures;
  - (e) Preparation of annual implementation plans including the determination of the sequence of participation of the companies in the activities;
  - (f) Establishment and operation of a report system on the ODS use /substitutes by the users;
  - (g) Report on the progress of the plan implementation for the annual disbursement based on performance;

- (h) Establishment and operation of the decentralized mechanism to monitor and evaluate the plan results, in association with local environmental regulatory entities to ensure sustainability.
6. The following activities will be considered for the coordination:
- (a) The list of shops must be updated in terms of HCFC consumption, equipment necessary for recovery, its capacity to recover HCFC, the commitment with the phase out activity and other relevant factors of the recovery and recycling component.
  - (b) The refrigerants that cannot be recycled must be kept in the location whilst a new appropriate destruction mechanism is provided.
7. In addition, the local distribution of service equipment that will be purchased through the UNIDO acquisition procedure must also be implemented.

#### **APPENDIX 6-A: ROLE OF THE LEAD IMPLEMENTING AGENCY**

1. The Lead IA will be responsible for a range of activities. These can be specified in the project document further, but include at least the following:
- (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;
  - (b) Assisting the Country in preparation of the Implementation Plans and subsequent reports as per Appendix 4-A;
  - (c) Providing verification to the Executive Committee that the Targets have been met and associated annual activities have been completed as indicated in the Implementation Plan consistent with Appendix 4-A;
  - (d) Ensuring that the experiences and progress is reflected in updates of the overall plan and in future annual implementation plans consistent with sub-paragraphs 1(c) and 1(d) of Appendix 4-A;
  - (e) Fulfilling the reporting requirements for the annual implementation reports, annual implementation plans and the overall plan as specified in Appendix 4-A for submission to the Executive Committee. The reporting requirements include the reporting about activities undertaken by the Cooperating IA;
  - (f) Ensuring that appropriate independent technical experts carry out the technical reviews;
  - (g) Carrying out required supervision missions;
  - (h) Ensuring the presence of an operating mechanism to allow effective, transparent implementation of the Implementation Plan and accurate data reporting;
  - (i) Coordinating the activities of the Cooperating IA, and ensuring appropriate sequence of activities;
  - (j) 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,

the allocation of the reductions to the different budget items and to the funding of each implementing or bilateral agency involved;

- (k) Ensuring that disbursements made to the Country are based on the use of the indicators; and
- (l) Providing assistance with policy management and technical support when required.

2. After consultation with the Country and taking into account any views expressed, the Lead IA will select and mandate an independent organization 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.

#### **APPENDIX 6-B: ROLE OF THE COOPERATING IMPLEMENTING AGENCY**

1. The Cooperating IA will be responsible for a range of activities. These activities can be specified in the overall plan further, but include at least the following:

- (a) Providing policy development assistance when required;
- (b) Assisting the Country in the implementation and assessment of the activities funded by the Cooperating IA, and refer to the Lead IA to ensure a co-ordinated sequence in the activities; and
- (c) Providing reports to the Lead IA on these activities, for inclusion in the consolidated reports as per Appendix 4-A.

#### **APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY**

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by 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.

## Annex XIV

### **AGREEMENT BETWEEN THE GOVERNMENT OF JAMAICA AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROCHLOROFLUOROCARBONS**

1. This Agreement represents the understanding of the Government of Jamaica 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 8.2 ODP tonnes by 1 January 2020 in compliance with Montreal Protocol schedules.
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 which exceeds the level defined in row 1.2 of Appendix 2-A (“Maximum allowable total consumption of Annex C, Group I Substances”) 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 which exceeds the level defined in rows 4.1.3 and 4.2.3 (remaining eligible consumption).
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 (“The Targets, and Funding”) 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”).
4. 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 (“The Targets, and Funding”) of this Agreement. The aforementioned verification will be commissioned by the relevant bilateral or implementing agency.
5. The Executive Committee will not provide the Funding in accordance with the Funding Approval Schedule unless the Country satisfies the following conditions at least 60 days prior to the applicable Executive Committee meeting set out in the Funding Approval Schedule:
  - (a) That the Country has met the Targets for all relevant years. Relevant years are all years since the year in which the hydrochlorofluorocarbons phase-out management plan (HPMP) was approved. Exempt are years for which no obligation for reporting of country programme data exists at the date of the Executive Committee Meeting at which the funding request is being presented;
  - (b) That the meeting of these Targets has been independently verified, except if the Executive Committee decided that such verification would not be required;
  - (c) That the Country had submitted annual implementation reports in the form of Appendix 4-A (“Format of 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;

- (d) That the Country has submitted and received approval from the Executive Committee for an annual implementation plan in the form of Appendix 4-A (“Format of Implementation Reports and Plans”) 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; and
- (e) That, for all submissions from the 68<sup>th</sup> 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.

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 annual implementation plans in accordance with their roles and responsibilities set out in Appendix 5-A. This monitoring will also be subject to independent verification as described in paragraph 4 above.

7. The Executive Committee agrees that the Country may have the flexibility to reallocate the approved funds, or part of the funds, according to the evolving circumstances to achieve the smoothest reduction of consumption and phase-out of the Substances specified in Appendix 1-A.

- (a) Reallocations categorized as major changes must be documented in advance in an annual implementation plan and approved by the Executive Committee as described in sub-paragraph 5(d) above. Major changes would relate to issues potentially concerning the rules and policies of the Multilateral Fund; changes which would modify any clause of this Agreement; changes in the annual levels of funding allocated to individual bilateral or implementing agencies for the different tranches; and provision of funding for programmes or activities not included in the current endorsed annual implementation plan, or removal of an activity in the annual implementation plan, with a cost greater than 30 per cent of the total cost of the tranche;
- (b) Reallocations not categorized as major changes may be incorporated in the approved annual implementation plan, under implementation at the time, and reported to the Executive Committee in the annual implementation report; and
- (c) Any remaining funds will be returned to the Multilateral Fund upon closure of the last tranche of the plan.

8. Specific attention will be paid to the execution of the activities in the refrigeration servicing sub-sector, in particular:

- (a) The Country would use the flexibility available under this Agreement to address specific needs that might arise during project implementation; and
- (b) The Country and the bilateral and implementing agencies involved will take full account of the requirements of decisions 41/100 and 49/6 during the implementation of the plan.

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. UNDP has agreed to be the lead implementing agency (the “Lead IA”) and UNEP has agreed to be the cooperating implementing agency/agencies (the “Cooperating IA”) under the lead of the Lead

IA in respect of the Country's activities under this Agreement. The 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 any of the agencies taking part in this Agreement.

10. The Lead IA will be responsible for carrying out the activities of the overall plan with the changes approved as part of the subsequent submissions, including but not limited to independent verification as per sub-paragraph 5(b). This responsibility includes the necessity to co-ordinate with the Cooperating IA to ensure appropriate timing and sequence of activities in the implementation. The Cooperating IA will support the Lead IA by implementing the activities listed in Appendix 6-B under the overall co-ordination of the Lead IA. The Lead IA and Cooperating IA have reached consensus on the arrangements regarding inter-agency planning, reporting and responsibilities under this Agreement to facilitate a co-ordinated implementation of the Plan, including regular co-ordination meetings. The Executive Committee agrees, in principle, to provide the Lead IA and the Cooperating IA with the fees set out in rows 2.2 and 2.4 of Appendix 2-A.

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 in respect of each ODP kg 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 these decisions are taken, this specific case will not be an impediment for future tranches as per paragraph 5 above.

12. The Funding of this Agreement will not be modified on the basis of any future Executive Committee decision that may affect the funding of any other consumption sector projects or any other related activities in the Country.

13. The Country will comply with any reasonable request of the Executive Committee, the Lead IA and the Cooperating IA to facilitate implementation of this Agreement. In particular, it will provide the Lead IA and the Cooperating IA with access to information necessary to verify compliance with this Agreement.

14. The completion of the HPMP and the associated Agreement will take place at the end of the year following the last year for which a maximum allowable total consumption has been specified in Appendix 2-A. Should at that time activities be still outstanding which were foreseen in the Plan and its subsequent revisions as per sub-paragraph 5(d) and paragraph 7, the completion will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per sub-paragraphs 1(a), 1(b), 1(d), and 1(e) of Appendix 4-A continue until the time of the completion if not specified by the Executive Committee otherwise.

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.

## APPENDICES

### APPENDIX 1-A: THE SUBSTANCES

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)
HCFC-22	C	I	12.7
HCFC-141b	C	I	3.6
Total	C	I	16.3

### APPENDIX 2-A: THE TARGETS, AND FUNDING

		2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	Total
1.1	Montreal Protocol reduction schedule of Annex C, Group I substances (ODP tonnes)	n/a	16.3	16.3	16.3	14.7	14.7	14.7	14.7	14.7	10.6	n/a
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	n/a	16.3	16.3	16.3	11.4	11.4	11.4	11.4	11.4	8.2	n/a
2.1	Lead IA UNDP agreed funding (US \$)	237,450	0	100,000	0	0	183,000	0	0	0	58,000	578,450
2.2	Support costs for Lead IA (US \$)	17,809	0	7,500	0	0	13,725	0	0	0	4,350	43,384
2.3	Cooperating IA UNEP agreed funding (US \$)	20,000	0	18,000	0	0	31,000	0	0	0	8,000	77,000
2.4	Support costs for Cooperating IA (US \$)	2,600	0	2,340	0	0	4,030	0	0	0	1,040	10,010
3.1	Total agreed funding (US \$)	257,450	0	118,000	0	0	214,000	0	0	0	66,000	655,450
3.2	Total support cost (US \$)	20,409	0	9,840	0	0	17,755	0	0	0	5,390	53,394
3.3	Total agreed costs (US \$)	277,859	0	127,840	0	0	231,755	0	0	0	71,390	708,844
4.1.1	Total phase-out of HCFC-22 agreed to be achieved under this Agreement (ODP tonnes)											4.5
4.1.2	Phase-out of HCFC-22 to be achieved in previously approved projects (ODP tonnes)											0.0
4.1.3	Remaining eligible consumption for HCFC-22 (ODP tonnes)											8.2
4.2.1	Total phase-out of HCFC-141b agreed to be achieved under this Agreement (ODP tonnes)											3.6
4.2.2	Phase-out of HCFC-141b to be achieved in previously approved projects (ODP tonnes)											0.0
4.2.3	Remaining eligible consumption for HCFC-141b (ODP tonnes)											0.0

### APPENDIX 3-A: FUNDING APPROVAL SCHEDULE

1. Funding for the future tranches will be considered for approval not earlier than the second meeting of the year specified in Appendix 2-A.

### APPENDIX 4-A: FORMAT OF IMPLEMENTATION REPORTS AND PLANS

1. The submission of the Implementation Report and Plan for each tranche request will consist of five parts:

- (a) A narrative report regarding the progress since the approval of the previous tranche, reflecting on 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 further highlight successes, experiences and challenges related to the different activities included in the Plan, reflecting on changes in the circumstances in the Country, and providing other relevant information. The report should also include information about and justification for any changes vis-à-vis the previously submitted tranche plan, 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. The narrative

report will cover all relevant years specified in sub-paragraph 5(a) of the Agreement and can in addition also include information about activities in the current year;

- (b) A verification report of the HPMP results and the consumption of the Substances mentioned in Appendix 1-A, 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;
- (c) A written description of the activities to be undertaken until the planned submission of the next tranche request, highlighting their interdependence, and taking into account experiences made and progress achieved in the implementation of earlier tranches. The description should also include a reference to the overall plan and progress achieved, as well as any possible changes to the overall plan foreseen. The description should cover the years specified in sub-paragraph 5(d) of the Agreement. The description should also specify and explain any revisions to the overall plan which were found to be necessary;
- (d) A set of quantitative information for the report and plan, submitted into a database. As per the relevant decisions of the Executive Committee in respect to the format required, the data should be submitted online. 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), and will cover the same time periods and activities; it will also capture the quantitative information regarding any necessary revisions of the overall plan as per sub-paragraph 1(c) above. While the quantitative information is required only for previous and future years, the format will include the option to submit in addition information regarding the current year if desired by the Country and the Lead IA; and
- (e) An Executive Summary of about five paragraphs, summarizing the information of above sub-paragraphs 1(a) to 1(d).

#### **APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES**

1. The National Ozone Unit (NOU), which is located within the National Environment and Planning Agency (NEPA), will be responsible for the day to day execution of project activities. In carrying out this function, the NOU will follow the supervision and reporting procedures and structures established by the government to manage the Agency. In this regard, the highest policy responsibility rests with the Minister with responsibility for NEPA while at the technical level, responsibility resides with the Chief Executive Officer of NEPA (head of NEPA).

2. Periodically the government, in collaboration with the Lead IA will convene monitoring missions to provide independent verification of project outputs, achievement of targets and financial management. The missions will also undertake an overall project evaluation and make recommendations, if necessary for further action to achieve target phase out levels.

#### **APPENDIX 6-A: ROLE OF THE LEAD IMPLEMENTING AGENCY**

1. The Lead IA will be responsible for a range of activities. These can be specified in the project document further, but include at least the following:

- (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;
- (b) Assisting the Country in preparation of the Implementation Plans and subsequent reports as per Appendix 4-A;
- (c) Providing verification to the Executive Committee that the Targets have been met and associated annual activities have been completed as indicated in the Implementation Plan consistent with Appendix 4-A;
- (d) Ensuring that the experiences and progress is reflected in updates of the overall plan and in future annual implementation plans consistent with sub-paragraphs 1(c) and 1(d) of Appendix 4-A;
- (e) Fulfilling the reporting requirements for the annual implementation reports, annual implementation plans and the overall plan as specified in Appendix 4-A for submission to the Executive Committee. The reporting requirements include the reporting about activities undertaken by the Cooperating IA;
- (f) Ensuring that appropriate independent technical experts carry out the technical reviews;
- (g) Carrying out required supervision missions;
- (h) Ensuring the presence of an operating mechanism to allow effective, transparent implementation of the Implementation Plan and accurate data reporting;
- (i) Co-ordinating the activities of the Cooperating IA, and ensuring appropriate sequence of activities;
- (j) 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, the allocation of the reductions to the different budget items and to the funding of each implementing or bilateral agency involved;
- (k) Ensuring that disbursements made to the Country are based on the use of the indicators; and
- (l) Providing assistance with policy, management and technical support when required.

2. After consultation with the Country and taking into account any views expressed, the Lead IA will select and mandate an independent organization 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.

#### **APPENDIX 6-B: ROLE OF THE COOPERATING IMPLEMENTING AGENCY**

1. The Cooperating IA will be responsible for a range of activities. These activities are specified in the overall plan further, but include at least the following:

- (a) Providing policy development assistance when required;

- (b) Assisting the Country in the implementation and assessment of the activities funded by the Cooperating IA, and refer to the Lead IA to ensure a co-ordinated sequence in the activities; and
- (c) Providing reports to the Lead IA on these activities, for inclusion in the consolidated reports as per Appendix 4-A.

**APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY**

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by 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.

## Annex XV

### **AGREEMENT BETWEEN THE GOVERNMENT OF LESOTHO AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROCHLOROFLUOROCARBONS**

1. This Agreement represents the understanding of the Government of Lesotho 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 2.5 ODP tonnes by 1 January 2020 in compliance with Montreal Protocol schedules, with the understanding that this figure is to be revised one single time, once the baseline consumption for compliance has been established based on Article 7 data, with the funding to be adjusted accordingly, as per decision 60/44.
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 which exceeds the level defined in row 1.2 of Appendix 2-A (“Maximum allowable total consumption of Annex C, Group I Substances”) 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 which exceeds the level defined in row 4.1.3 (remaining eligible consumption).
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 (“The Targets, and Funding”) 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”).
4. 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 (“The Targets, and Funding”) of this Agreement. The aforementioned verification will be commissioned by the relevant bilateral or implementing agency.
5. The Executive Committee will not provide the Funding in accordance with the Funding Approval Schedule unless the Country satisfies the following conditions at least 60 days prior to the applicable Executive Committee meeting set out in the Funding Approval Schedule:
  - (a) That the Country has met the Targets for all relevant years. Relevant years are all years since the year in which the hydrochlorofluorocarbons phase-out management plan (HPMP) was approved. Exempt are years for which no obligation for reporting of country programme data exists at the date of the Executive Committee Meeting at which the funding request is being presented;
  - (b) That the meeting of these Targets has been independently verified, except if the Executive Committee decided that such verification would not be required;

- (c) That the Country had submitted annual implementation reports in the form of Appendix 4-A (“Format of 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;
- (d) That the Country has submitted and received approval from the Executive Committee for an annual implementation plan in the form of Appendix 4-A (“Format of Implementation Reports and Plans”) 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; and
- (e) That, for all submissions from the 68<sup>th</sup> 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.

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 annual implementation plans in accordance with their roles and responsibilities set out in Appendix 5-A. This monitoring will also be subject to independent verification as described in paragraph 4 above.

7. The Executive Committee agrees that the Country may have the flexibility to reallocate the approved funds, or part of the funds, according to the evolving circumstances to achieve the smoothest reduction of consumption and phase-out of the Substances specified in Appendix 1-A.

- (a) Reallocations categorized as major changes must be documented in advance in an annual implementation plan and approved by the Executive Committee as described in sub-paragraph 5(d) above. Major changes would relate to issues potentially concerning the rules and policies of the Multilateral Fund; changes which would modify any clause of this Agreement; changes in the annual levels of funding allocated to individual bilateral or implementing agencies for the different tranches; and provision of funding for programmes or activities not included in the current endorsed annual implementation plan, or removal of an activity in the annual implementation plan, with a cost greater than 30 per cent of the total cost of the tranche;
- (b) Reallocations not categorized as major changes may be incorporated in the approved annual implementation plan, under implementation at the time, and reported to the Executive Committee in the annual implementation report; and
- (c) Any remaining funds will be returned to the Multilateral Fund upon closure of the last tranche of the plan.

8. Specific attention will be paid to the execution of the activities in the refrigeration servicing sub-sector, in particular:

- (a) The Country would use the flexibility available under this Agreement to address specific needs that might arise during project implementation; and

- (b) The Country and the bilateral and implementing agencies involved will take full account of the requirements of decisions 41/100 and 49/6 during the implementation of the plan.

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. The Government of Germany has agreed to be the lead implementing agency (the “Lead IA”) in respect of the Country’s activities under this Agreement. The 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 any of the agencies taking part in this Agreement.

10. The Lead IA will be responsible for carrying out the activities of the overall plan with the changes approved as part of the subsequent submissions, including but not limited to independent verification as per sub-paragraph 5(b). The Executive Committee agrees, in principle, to provide the Lead IA with the fees set out in row 2.2 of Appendix 2-A.

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 in respect of each ODP kg 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 these decisions are taken, this specific case will not be an impediment for future tranches as per paragraph 5 above.

12. The Funding of this Agreement will not be modified on the basis of any future Executive Committee decision that may affect the funding of any other consumption sector projects or any other related activities in the Country.

13. The Country will comply with any reasonable request of the Executive Committee and the Lead IA to facilitate implementation of this Agreement. In particular, it will provide the Lead IA with access to information necessary to verify compliance with this Agreement.

14. The completion of the HPMP and the associated Agreement will take place at the end of the year following the last year for which a maximum allowable total consumption has been specified in Appendix 2-A. Should at that time activities be still outstanding which were foreseen in the Plan and its subsequent revisions as per sub-paragraph 5(d) and paragraph 7, the completion will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per sub-paragraphs 1(a), 1(b), 1(d), and 1(e) of Appendix 4-A continue until the time of the completion if not specified by the Executive Committee otherwise.

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.

## APPENDICES

### APPENDIX 1-A: THE SUBSTANCES

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)
HCFC-22	C	I	3.9

### APPENDIX 2-A: THE TARGETS, AND FUNDING

		2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	Total
1.1	Montreal Protocol reduction schedule of Annex C, Group I substances (ODP tonnes)			7.1	7.1	6.4	6.4	6.4	6.4	6.4	4.6	n/a
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)			3.9	3.9	3.5	3.5	3.5	3.5	3.5	2.5	n/a
2.1	Lead IA (Germany) agreed funding (US \$)	100,000	0	0	68,000	0	0	84,000	0	0	28,000	280,000
2.2	Support costs for Lead IA (US \$)	13,000	0	0	8,840	0	0	10,920	0	0	3,640	36,400
3.1	Total agreed funding (US \$)	100,000	0	0	68,000	0	0	84,000	0	0	28,000	280,000
3.2	Total support cost (US \$)	13,000	0	0	8,840	0	0	10,920	0	0	3,640	36,400
3.3	Total agreed costs (US \$)	113,000	0	0	76,840	0	0	94,920	0	0	31,640	316,400
4.1.1	Total phase-out of HCFC-22 agreed to be achieved under this Agreement (ODP tonnes)											1.4
4.1.2	Phase-out of HCFC-22 to be achieved in previously approved projects (ODP tonnes)											-
4.1.3	Remaining eligible consumption for HCFC-22 (ODP tonnes)											2.5

### APPENDIX 3-A: FUNDING APPROVAL SCHEDULE

16. Funding for the future tranches will be considered for approval not earlier than the second meeting of the year specified in Appendix 2-A.

### APPENDIX 4-A: FORMAT OF IMPLEMENTATION REPORTS AND PLANS

1. The submission of the Implementation Report and Plan for each tranche request will consist of five parts:

- (a) A narrative report regarding the progress since the approval of the previous tranche, reflecting on 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 further highlight successes, experiences and challenges related to the different activities included in the Plan, reflecting on changes in the circumstances in the Country,

and providing other relevant information. The report should also include information about and justification for any changes vis-à-vis the previously submitted tranche plan, 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. The narrative report will cover all relevant years specified in sub-paragraph 5(a) of the Agreement and can in addition also include information about activities in the current year;

- (b) A verification report of the HPMP results and the consumption of the Substances mentioned in Appendix 1-A, 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;
- (c) A written description of the activities to be undertaken until the planned submission of the next tranche request, highlighting their interdependence, and taking into account experiences made and progress achieved in the implementation of earlier tranches. The description should also include a reference to the overall plan and progress achieved, as well as any possible changes to the overall plan foreseen. The description should cover the years specified in sub-paragraph 5(d) of the Agreement. The description should also specify and explain any revisions to the overall plan which were found to be necessary;
- (d) A set of quantitative information for the report and plan, submitted into a database. As per the relevant decisions of the Executive Committee in respect to the format required, the data should be submitted online. 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), and will cover the same time periods and activities; it will also capture the quantitative information regarding any necessary revisions of the overall plan as per sub-paragraph 1(c) above. While the quantitative information is required only for previous and future years, the format will include the option to submit in addition information regarding the current year if desired by the Country and the Lead IA; and
- (e) An Executive Summary of about five paragraphs, summarizing the information of above sub-paragraphs 1(a) to 1(d).

#### **APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES**

1. There are only limited funds available under this phase of the HPMP that does not allow for a full time monitoring officer. The project has decided to either use the services of the National Ozone Unit where feasible and possible or to hire a consultant for specific monitoring if and when required.

#### **APPENDIX 6-A: ROLE OF THE LEAD IMPLEMENTING AGENCY**

1. The Lead IA will be responsible for a range of activities. These can be specified in the project document further, but include at least the following:

- (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;

- (b) Assisting the Country in preparation of the Implementation Plans and subsequent reports as per Appendix 4-A;
- (c) Providing verification to the Executive Committee that the Targets have been met and associated annual activities have been completed as indicated in the Implementation Plan consistent with Appendix 4-A;
- (d) Ensuring that the experiences and progress is reflected in updates of the overall plan and in future annual implementation plans consistent with sub-paragraphs 1(c) and 1(d) of Appendix 4-A;
- (e) Fulfilling the reporting requirements for the annual implementation reports, annual implementation plans and the overall plan as specified in Appendix 4-A for submission to the Executive Committee;
- (f) Ensuring that appropriate independent technical experts carry out the technical reviews;
- (g) Carrying out required supervision missions;
- (h) Ensuring the presence of an operating mechanism to allow effective, transparent implementation of the Implementation Plan and accurate data reporting;
- (i) 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, the allocation of the reductions to the different budget items and to the funding of each implementing or bilateral agency involved;
- (j) Ensuring that disbursements made to the Country are based on the use of the indicators; and
- (k) Providing assistance with policy, management and technical support when required.

2. After consultation with the Country and taking into account any views expressed, the Lead IA will select and mandate an independent organization 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.

#### **APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY**

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by 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.

## Annex XVI

### **AGREEMENT BETWEEN THE GOVERNMENT OF RWANDA AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROCHLOROFLUOROCARBONS**

1. This Agreement represents the understanding of the Government of Rwanda (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 2.5 ODP tonnes by 1 January 2020 in compliance with Montreal Protocol schedules, with the understanding that this figure is to be revised one single time, once the baseline consumption for compliance has been established based on Article 7 data, with the funding to be adjusted accordingly, as per decision 60/44.
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 which exceeds the level defined in row 1.2 of Appendix 2-A (“Maximum allowable total consumption of Annex C, Group I Substances”) 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 which exceeds the level defined in row 4.1.3 (remaining eligible consumption).
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 (“The Targets, and Funding”) 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”).
4. 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 (“The Targets, and Funding”) of this Agreement. The aforementioned verification will be commissioned by the relevant bilateral or implementing agency.
5. The Executive Committee will not provide the Funding in accordance with the Funding Approval Schedule unless the Country satisfies the following conditions at least 60 days prior to the applicable Executive Committee meeting set out in the Funding Approval Schedule:
  - (a) That the Country has met the Targets for all relevant years. Relevant years are all years since the year in which the hydrochlorofluorocarbons phase-out management plan (HPMP) was approved. Exempt are years for which no obligation for reporting of country programme data exists at the date of the Executive Committee Meeting at which the funding request is being presented;
  - (b) That the meeting of these Targets has been independently verified, except if the Executive Committee decided that such verification would not be required;

- (c) That the Country had submitted annual implementation reports in the form of Appendix 4-A (“Format of 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;
- (d) That the Country has submitted and received approval from the Executive Committee for an annual implementation plan in the form of Appendix 4-A (“Format of Implementation Reports and Plans”) 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; and
- (e) That, for all submissions from the 68<sup>th</sup> 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.

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 annual implementation plans in accordance with their roles and responsibilities set out in Appendix 5-A. This monitoring will also be subject to independent verification as described in paragraph 4 above.

7. The Executive Committee agrees that the Country may have the flexibility to reallocate the approved funds, or part of the funds, according to the evolving circumstances to achieve the smoothest reduction of consumption and phase-out of the Substances specified in Appendix 1-A.

- (a) Reallocations categorized as major changes must be documented in advance in an annual implementation plan and approved by the Executive Committee as described in sub-paragraph 5(d) above. Major changes would relate to issues potentially concerning the rules and policies of the Multilateral Fund; changes which would modify any clause of this Agreement; changes in the annual levels of funding allocated to individual bilateral or implementing agencies for the different tranches; and provision of funding for programmes or activities not included in the current endorsed annual implementation plan, or removal of an activity in the annual implementation plan, with a cost greater than 30 per cent of the total cost of the tranche;
- (b) Reallocations not categorized as major changes may be incorporated in the approved annual implementation plan, under implementation at the time, and reported to the Executive Committee in the annual implementation report; and
- (c) Any remaining funds will be returned to the Multilateral Fund upon closure of the last tranche of the plan.

8. Specific attention will be paid to the execution of the activities in the refrigeration servicing sub-sector, in particular:

- (a) The Country would use the flexibility available under this Agreement to address specific needs that might arise during project implementation; and

- (b) The Country and the bilateral and implementing agencies involved will take full account of the requirements of decisions 41/100 and 49/6 during the implementation of the plan.

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. UNEP has agreed to be the lead implementing agency (the “Lead IA”) and UNIDO has agreed to be the cooperating implementing agency (the “Cooperating IA”) under the lead of the Lead IA in respect of the Country’s activities under this Agreement. The 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 any of the agencies taking part in this Agreement.

10. The Lead IA will be responsible for carrying out the activities of the overall plan with the changes approved as part of the subsequent submissions, including but not limited to independent verification as per sub-paragraph 5(b). This responsibility includes the necessity to co-ordinate with the Cooperating IA to ensure appropriate timing and sequence of activities in the implementation. The Cooperating IA will support the Lead IA by implementing the activities listed in Appendix 6-B under the overall co-ordination of the Lead IA. The Lead IA and Cooperating IA have reached consensus on the arrangements regarding inter-agency planning, reporting and responsibilities under this Agreement to facilitate a co-ordinated implementation of the Plan, including regular co-ordination meetings. The Executive Committee agrees, in principle, to provide the Lead IA and the Cooperating IA with the fees set out in rows 2.2 and 2.4.

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 in respect of each ODP kg 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 these decisions are taken, this specific case will not be an impediment for future tranches as per paragraph 5 above.

12. The Funding of this Agreement will not be modified on the basis of any future Executive Committee decision that may affect the funding of any other consumption sector projects or any other related activities in the Country.

13. The Country will comply with any reasonable request of the Executive Committee, the Lead IA and the Cooperating IA to facilitate implementation of this Agreement. In particular, it will provide the Lead IA and the Cooperating IA with access to information necessary to verify compliance with this Agreement.

14. The completion of the HPMP and the associated Agreement will take place at the end of the year following the last year for which a maximum allowable total consumption has been specified in Appendix 2-A. Should at that time activities be still outstanding which were foreseen in the Plan and its subsequent revisions as per sub-paragraph 5(d) and paragraph 7, the completion will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per sub-paragraphs 1(a), 1(b), 1(d), and 1(e) of Appendix 4-A continue until the time of the completion if not specified by the Executive Committee otherwise.

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.

## APPENDICES

### APPENDIX 1-A: THE SUBSTANCES

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)
HCFC-22	C	I	3.9

### APPENDIX 2-A: THE TARGETS, AND FUNDING

		2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	Total
1.1	Montreal Protocol reduction schedule of Annex C, Group I substances (ODP tonnes)	n/a	n/a	n/a	3.9	3.9	3.5	3.5	3.5	3.5	3.5	2.5	n/a
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	n/a	n/a	n/a	3.9	3.9	3.5	3.5	3.5	3.5	3.5	2.5	n/a
2.1	Lead IA (UNEP) agreed funding (US \$)		42,000	0	40,000	0	0	30,000	0	30,000	0	28,000	170,000
2.2	Support costs for Lead IA (US \$)		5,460	0	5,200	0	0	3,900	0	3,900	0	3,640	22,100
2.3	Cooperating IA (UNIDO) agreed funding (US \$)		55,000	0	0	0	0	55,000	0	0	0	0	110,000
2.4	Support costs for Cooperating IA (US \$)		4,950	0	0	0	0	4,950	0	0	0	0	9,900
3.1	Total agreed funding (US \$)		97,000	0	40,000	0	0	85,000	0	30,000	0	28,000	280,000
3.2	Total support costs (US \$)		10,410	0	5,200	0	0	8,850	0	3,900	0	3,640	32,000
3.3	Total agreed costs (US \$)		107,410	0	45,200	0	0	93,850	0	33,900	0	31,640	312,000
4.1.1	Total phase-out of HCFC-22 under this Agreement (ODP tonnes)												1.4
4.1.2	Phase-out of HCFC-22 in previously approved projects (ODP tonnes)												0.0
4.1.3	Remaining eligible consumption for HCFC-22 (ODP tonnes)												2.5

### APPENDIX 3-A: FUNDING APPROVAL SCHEDULE

1. Funding for the future tranches will be considered for approval not earlier than the second meeting of the year specified in Appendix 2-A.

## **APPENDIX 4-A: FORMAT OF IMPLEMENTATION REPORTS AND PLANS**

1. The submission of the Implementation Report and Plan for each tranche request will consist of five parts:

- (a) A narrative report regarding the progress since the approval of the previous tranche, reflecting on 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 further highlight successes, experiences and challenges related to the different activities included in the Plan, reflecting on changes in the circumstances in the Country, and providing other relevant information. The report should also include information about and justification for any changes vis-à-vis the previously submitted tranche plan, 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. The narrative report will cover all relevant years specified in sub-paragraph 5(a) of the Agreement and can in addition also include information about activities in the current year;
- (b) A verification report of the HPMP results and the consumption of the Substances mentioned in Appendix 1-A, 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;
- (c) A written description of the activities to be undertaken until the planned submission of the next tranche request, highlighting their interdependence, and taking into account experiences made and progress achieved in the implementation of earlier tranches. The description should also include a reference to the overall plan and progress achieved, as well as any possible changes to the overall plan foreseen. The description should cover the years specified in sub-paragraph 5(d) of the Agreement. The description should also specify and explain any revisions to the overall plan which were found to be necessary;
- (d) A set of quantitative information for the report and plan, submitted into a database. As per the relevant decisions of the Executive Committee in respect to the format required, the data should be submitted online. 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), and will cover the same time periods and activities; it will also capture the quantitative information regarding any necessary revisions of the overall plan as per sub-paragraph 1(c) above. While the quantitative information is required only for previous and future years, the format will include the option to submit in addition information regarding the current year if desired by the Country and the Lead IA; and
- (e) An Executive Summary of about five paragraphs, summarizing the information of above sub-paragraphs 1(a) to 1(d).

## **APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES**

1. All the monitoring activities will be coordinated and managed through the National Ozone Unit, which is included within this HPMP.

2. The Lead IA will have a particularly prominent role in the monitoring arrangements because of its mandate to monitor ODS imports, whose records will be used as a crosschecking reference in all the monitoring programmes for the different projects within the HPMP. This organization, along with the Cooperating IA will also undertake the challenging task of monitoring illegal ODS imports and exports with advising the appropriate national agencies through the National Ozone Office as relevant.

#### **APPENDIX 6-A: ROLE OF THE LEAD IMPLEMENTING AGENCY**

1. The Lead IA will be responsible for a range of activities. These can be specified in the project document further, but include at least the following:

- (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;
- (b) Assisting the Country in preparation of the Implementation Plans and subsequent reports as per Appendix 4-A;
- (c) Providing verification to the Executive Committee that the Targets have been met and associated annual activities have been completed as indicated in the Implementation Plan consistent with Appendix 4-A;
- (d) Ensuring that the experiences and progress is reflected in updates of the overall plan and in future annual implementation plans consistent with sub-paragraphs 1(c) and 1(d) of Appendix 4-A;
- (e) Fulfilling the reporting requirements for the annual implementation reports, annual implementation plans and the overall plan as specified in Appendix 4-A for submission to the Executive Committee. The reporting requirements include the reporting about activities undertaken by the Cooperating IA;
- (f) Ensuring that appropriate independent technical experts carry out the technical reviews;
- (g) Carrying out required supervision missions;
- (h) Ensuring the presence of an operating mechanism to allow effective, transparent implementation of the Implementation Plan and accurate data reporting;
- (i) Co-ordinating the activities of the Cooperating IA, and ensuring appropriate sequence of activities;
- (j) 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, the allocation of the reductions to the different budget items and to the funding of each implementing or bilateral agency involved;
- (k) Ensuring that disbursements made to the Country are based on the use of the indicators; and
- (l) Providing assistance with policy, management and technical support when required.

2. After consultation with the Country and taking into account any views expressed, the Lead IA will select and mandate an independent organization 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.

#### **APPENDIX 6-B: ROLE OF THE COOPERATING IMPLEMENTING AGENCY**

1. The Cooperating IA will be responsible for a range of activities. These activities are specified in the overall plan further, but include at least the following:

- (a) Providing policy development assistance when required;
- (b) Assisting the Country in the implementation and assessment of the activities funded by the Cooperating IA, and refer to the Lead IA to ensure a co-ordinated sequence in the activities; and
- (c) Providing reports to the Lead IA on these activities, for inclusion in the consolidated reports as per Appendix 4-A.

#### **APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY**

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by 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.

**Annex XVII**

**AGREEMENT BETWEEN THE GOVERNMENT OF SAINT KITTS AND NEVIS AND  
THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE  
REDUCTION IN CONSUMPTION OF HYDROCHLOROFLUOROCARBONS**

1. This Agreement represents the understanding of the Government of Saint Kitts and Nevis (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 0.3 ODP tonnes by 1 January 2020 in compliance with Montreal Protocol schedules, with the understanding that this figure is to be revised one single time, once the baseline consumption for compliance has been established based on Article 7 data with the funding to be adjusted accordingly, as per decision 60/44.
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 which exceeds the level defined in row 1.2 of Appendix 2-A (“Maximum allowable total consumption of Annex C, Group I Substances”) 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 which exceeds the level defined in row 4.1.3 (remaining eligible consumption).
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 (“The Targets, and Funding”) 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”).
4. 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 (“The Targets, and Funding”) of this Agreement. The aforementioned verification will be commissioned by the relevant bilateral or implementing agency.
5. The Executive Committee will not provide the Funding in accordance with the Funding Approval Schedule unless the Country satisfies the following conditions at least 60 days prior to the applicable Executive Committee meeting set out in the Funding Approval Schedule:
  - (a) That the Country has met the Targets for all relevant years. Relevant years are all years since the year in which the hydrochlorofluorocarbons phase-out management plan (HPMP) was approved. Exempt are years for which no obligation for reporting of country programme data exists at the date of the Executive Committee Meeting at which the funding request is being presented;
  - (b) That the meeting of these Targets has been independently verified, except if the Executive Committee decided that such verification would not be required;
  - (c) That the Country had submitted annual implementation reports in the form of Appendix 4-A (“Format of 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;

- (d) That the Country has submitted and received approval from the Executive Committee for an annual implementation plan in the form of Appendix 4-A (“Format of Implementation Reports and Plans”) 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; and
- (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.

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 annual implementation plans in accordance with their roles and responsibilities set out in Appendix 5-A. This monitoring will also be subject to independent verification as described in paragraph 4 above.

7. The Executive Committee agrees that the Country may have the flexibility to reallocate the approved funds, or part of the funds, according to the evolving circumstances to achieve the smoothest reduction of consumption and phase-out of the Substances specified in Appendix 1-A.

- (a) Reallocations categorized as major changes must be documented in advance in an annual implementation plan and approved by the Executive Committee as described in sub-paragraph 5(d) above. Major changes would relate to issues potentially concerning the rules and policies of the Multilateral Fund; changes which would modify any clause of this Agreement; changes in the annual levels of funding allocated to individual bilateral or implementing agencies for the different tranches; and provision of funding for programmes or activities not included in the current endorsed annual implementation plan, or removal of an activity in the annual implementation plan, with a cost greater than 30 per cent of the total cost of the tranche;
- (b) Reallocations not categorized as major changes may be incorporated in the approved annual implementation plan, under implementation at the time, and reported to the Executive Committee in the annual implementation report; and
- (c) Any remaining funds will be returned to the Multilateral Fund upon closure of the last tranche of the plan.

8. Specific attention will be paid to the execution of the activities in the refrigeration servicing sub-sector, in particular:

- (a) The Country would use the flexibility available under this Agreement to address specific needs that might arise during project implementation; and
- (b) The Country and the bilateral and implementing agencies involved will take full account of the requirements of decisions 41/100 and 49/6 during the implementation of the plan.

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. UNEP has agreed to be the lead implementing agency (the “Lead IA”) and UNDP has agreed to be the cooperating implementing agency (the “Cooperating IA”) under the lead of the Lead IA in respect of the Country’s activities under this Agreement. The 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 any of the agencies taking part in this Agreement.

10. The Lead IA will be responsible for carrying out the activities of the overall plan with the changes approved as part of the subsequent submissions, including but not limited to independent verification as per sub-paragraph 5(b). This responsibility includes the necessity to co-ordinate with the Cooperating IA to ensure appropriate timing and sequence of activities in the implementation. The Cooperating IA will support the Lead IA by implementing the activities listed in Appendix 6-B under the overall co-ordination of the Lead IA. The Lead IA and Cooperating IA have reached consensus on the arrangements regarding inter-agency planning, reporting and responsibilities under this Agreement to facilitate a co-ordinated implementation of the Plan, including regular co ordination meetings. The Executive Committee agrees, in principle, to provide the Lead IA and the Cooperating IA with the fees set out in rows 2.2 and 2.4 of Appendix 2-A.

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 in respect of each ODP kg 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 these decisions are taken, this specific case will not be an impediment for future tranches as per paragraph 5 above.

12. The Funding of this Agreement will not be modified on the basis of any future Executive Committee decision that may affect the funding of any other consumption sector projects or any other related activities in the Country.

13. The Country will comply with any reasonable request of the Executive Committee, the Lead IA and the Cooperating IA to facilitate implementation of this Agreement. In particular, it will provide the Lead IA and the Cooperating IA with access to information necessary to verify compliance with this Agreement.

14. The completion of the HPMP and the associated Agreement will take place at the end of the year following the last year for which a maximum allowable total consumption has been specified in Appendix 2-A. Should at that time activities be still outstanding which were foreseen in the Plan and its subsequent revisions as per sub-paragraph 5(d) and paragraph 7, the completion will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per sub-paragraphs 1(a), 1(b), 1(d), and 1(e) of Appendix 4-A continue until the time of the completion if not specified by the Executive Committee otherwise.

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.

## APPENDICES

### APPENDIX 1-A: SUBSTANCES

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)
HCFC-22	C	I	0.50

### APPENDIX 2-A: THE TARGETS, AND FUNDING

		2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	Total
1.1	Montreal Protocol reduction schedule of Annex C, Group I substances (ODP tonnes)	n/a	n/a	0.50	0.50	0.45	0.45	0.45	0.45	0.45	0.32	n/a
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	n/a	n/a	0.50	0.50	0.45	0.45	0.45	0.45	0.45	0.32	n/a
2.1	Lead IA [UNEP] agreed funding (US \$)	58,400	0	0	0	49,200	0	0	0	0	16,900	124,500
2.2	Support costs for lead agency (US \$)	7,592	0	0	0	6,396	0	0	0	0	2,197	16,185
2.3	Cooperating IA [UNDP] agreed funding (US \$)	40,000	0	0	0	0	0	0	0	0	0	40,000
2.4	Support costs for cooperating agency (US \$)	3,600	0	0	0	0	0	0	0	0	0	3,600
3.1	Total agreed funding (US \$)	98,400	0	0	0	49,200	0	0	0	0	16,900	164,500
3.2	Total support costs (US \$)	11,192	0	0	0	6,396	0	0	0	0	2,197	19,785
3.3	Total agreed costs (US \$)	109,592	0	0	0	55,596	0	0	0	0	19,097	184,285
4.1.1	Total phase-out of HCFC-22 under this Agreement (ODP tonnes)											0.18
4.1.2	Phase-out of HCFC-22 in previously approved projects (ODP tonnes)											n/a
4.1.3	Remaining eligible consumption for HCFC-22 (ODP tonnes)											0.32

### APPENDIX 3-A: FUNDING APPROVAL SCHEDULE

1. Funding for the future tranches will be considered for approval not earlier than the first meeting of the year specified in Appendix 2-A.

#### **APPENDIX 4-A: FORMAT OF IMPLEMENTATION REPORTS AND PLANS**

1. The submission of the Implementation Report and Plan for each tranche request will consist of five parts:

- (a) A narrative report regarding the progress since the approval of the previous tranche, reflecting on 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 further highlight successes, experiences and challenges related to the different activities included in the Plan, reflecting on changes in the circumstances in the Country, and providing other relevant information. The report should also include information about and justification for any changes vis-à-vis the previously submitted tranche plan, 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. The narrative report will cover all relevant years specified in sub-paragraph 5(a) of the Agreement and can in addition also include information about activities in the current year;
- (b) A verification report of the HPMP results and the consumption of the Substances mentioned in Appendix 1-A, 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;
- (c) A written description of the activities to be undertaken until the planned submission of the next tranche request, highlighting their interdependence, and taking into account experiences made and progress achieved in the implementation of earlier tranches. The description should also include a reference to the overall plan and progress achieved, as well as any possible changes to the overall plan foreseen. The description should cover the years specified in sub-paragraph 5(d) of the Agreement. The description should also specify and explain any revisions to the overall plan which were found to be necessary;
- (d) A set of quantitative information for the report and plan, submitted into a database. As per the relevant decisions of the Executive Committee in respect to the format required, the data should be submitted online. 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), and will cover the same time periods and activities; it will also capture the quantitative information regarding any necessary revisions of the overall plan as per sub-paragraph 1(c) above. While the quantitative information is required only for previous and future years, the format will include the option to submit in addition information regarding the current year if desired by the Country and the Lead IA; and
- (e) An Executive Summary of about five paragraphs, summarizing the information of above sub-paragraphs 1(a) to 1(d).

## **APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES**

1. The monitoring, evaluation and reporting mechanism will be established by the National Ozone Unit (NOU) and managed by a consultant independent of the NOU. The NOU in consultation with the Lead IA will identify the resources and technical support needed to establish this mechanism and ensure its smooth operation.

## **APPENDIX 6-A: ROLE OF THE LEAD IMPLEMENTING AGENCY**

1. The Lead IA will be responsible for a range of activities. These can be specified in the project document further, but include at least the following:

- (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;
- (b) Assisting the Country in preparation of the Implementation Plans and subsequent reports as per Appendix 4-A;
- (c) Providing verification to the Executive Committee that the Targets have been met and associated annual activities have been completed as indicated in the Implementation Plan consistent with Appendix 4-A;
- (d) Ensuring that the experiences and progress is reflected in updates of the overall plan and in future annual implementation plans consistent with sub-paragraphs 1(c) and 1(d) of Appendix 4-A;
- (e) Fulfilling the reporting requirements for the annual implementation reports, annual implementation plans and the overall plan as specified in Appendix 4-A for submission to the Executive Committee. This will include the reporting about activities undertaken by UNDP;
- (f) Ensuring that appropriate independent technical experts carry out the technical reviews;
- (g) Carrying out required supervision missions;
- (h) Ensuring the presence of an operating mechanism to allow effective, transparent implementation of the Implementation Plan and accurate data reporting;
- (i) Co-ordinating the activities of UNDP, and ensuring appropriate sequence of activities;
- (j) 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 UNDP, the allocation of the reductions to the different budget items and to the funding of each implementing or bilateral agency involved;
- (k) Ensuring that disbursements made to the Country are based on the use of the indicators; and
- (l) Providing assistance with policy, management and technical support when required.

2. After consultation with the Country and taking into account any views expressed, the Lead IA will select and mandate an independent organization 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.

#### **APPENDIX 6-B: ROLE OF THE COOPERATING IMPLEMENTING AGENCY**

1. The Cooperating IA will be responsible for a range of activities. These activities are specified in the overall plan further, but include at least the following:

- (a) Providing policy development assistance when required;
- (b) Assisting the Country in the implementation and assessment of the activities funded by the Cooperating IA, and refer to the Lead IA to ensure a co-ordinated sequence in the activities; and
- (c) Providing reports to the Lead IA on these activities, for inclusion in the consolidated reports as per Appendix 4-A.

#### **APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY**

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by 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.

## Annex XVIII

### **AGREEMENT BETWEEN THE GOVERNMENT OF SAINT LUCIA AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROCHLOROFLUOROCARBONS**

1. This Agreement represents the understanding of the Government of Saint Lucia (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 0.6 ODP tonnes by 1 January 2020 in compliance with Montreal Protocol schedules, with the understanding that this figure is to be revised one single time, once the baseline consumption for compliance has been established based on Article 7 data, with the funding to be adjusted accordingly, as per decision 60/44.
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 which exceeds the level defined in row 1.2 of Appendix 2-A (“Maximum allowable total consumption of Annex C, Group I Substances”) 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 which exceeds the level defined in row 4.1.3 (remaining eligible consumption).
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 (“The Targets, and Funding”) 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”).
4. 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 (“The Targets, and Funding”) of this Agreement. The aforementioned verification will be commissioned by the relevant bilateral or implementing agency.
5. The Executive Committee will not provide the Funding in accordance with the Funding Approval Schedule unless the Country satisfies the following conditions at least 60 days prior to the applicable Executive Committee meeting set out in the Funding Approval Schedule:
  - (a) That the Country has met the Targets for all relevant years. Relevant years are all years since the year in which the hydrochlorofluorocarbons phase-out management plan (HPMP) was approved. Exempt are years for which no obligation for reporting of country programme data exists at the date of the Executive Committee Meeting at which the funding request is being presented;
  - (b) That the meeting of these Targets has been independently verified, except if the Executive Committee decided that such verification would not be required;

- (c) That the Country had submitted annual implementation reports in the form of Appendix 4-A (“Format of 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;
- (d) That the Country has submitted and received approval from the Executive Committee for an annual implementation plan in the form of Appendix 4-A (“Format of Implementation Reports and Plans”) 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; and
- (e) That, for all submissions from the 68<sup>th</sup> 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.

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 annual implementation plans in accordance with their roles and responsibilities set out in Appendix 5-A. This monitoring will also be subject to independent verification as described in paragraph 4 above.

7. The Executive Committee agrees that the Country may have the flexibility to reallocate the approved funds, or part of the funds, according to the evolving circumstances to achieve the smoothest reduction of consumption and phase-out of the Substances specified in Appendix 1-A.

- (a) Reallocations categorized as major changes must be documented in advance in an annual implementation plan and approved by the Executive Committee as described in sub-paragraph 5(d) above. Major changes would relate to issues potentially concerning the rules and policies of the Multilateral Fund; changes which would modify any clause of this Agreement; changes in the annual levels of funding allocated to individual bilateral or implementing agencies for the different tranches; and provision of funding for programmes or activities not included in the current endorsed annual implementation plan, or removal of an activity in the annual implementation plan, with a cost greater than 30 per cent of the total cost of the tranche;
- (b) Reallocations not categorized as major changes may be incorporated in the approved annual implementation plan, under implementation at the time, and reported to the Executive Committee in the annual implementation report; and
- (c) Any remaining funds will be returned to the Multilateral Fund upon closure of the last tranche of the plan.

8. Specific attention will be paid to the execution of the activities in the refrigeration servicing sub-sector, in particular:

- (a) The Country would use the flexibility available under this Agreement to address specific needs that might arise during project implementation; and

- (b) The Country and the bilateral and implementing agencies involved will take full account of the requirements of decisions 41/100 and 49/6 during the implementation of the plan.

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. UNEP has agreed to be the lead implementing agency (the “Lead IA”) and UNIDO has agreed to be the cooperating implementing agency (the “Cooperating IA”) under the lead of the Lead IA in respect of the Country’s activities under this Agreement. The 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 any of the agencies taking part in this Agreement.

10. The Lead IA will be responsible for carrying out the activities of the overall plan with the changes approved as part of the subsequent submissions, including but not limited to independent verification as per sub-paragraph 5(b). This responsibility includes the necessity to co-ordinate with the Cooperating IA to ensure appropriate timing and sequence of activities in the implementation. The Cooperating IA will support the Lead IA by implementing the activities listed in Appendix 6-B under the overall co-ordination of the Lead IA. The Lead IA and Cooperating IA have reached consensus on the arrangements regarding inter-agency planning, reporting and responsibilities under this Agreement to facilitate a co-ordinated implementation of the Plan, including regular co-ordination meetings. The Executive Committee agrees, in principle, to provide the Lead IA and the Cooperating IA with the fees set out in rows 2.2 and 2.4 of Appendix 2-A.

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 in respect of each ODP kg 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 these decisions are taken, this specific case will not be an impediment for future tranches as per paragraph 5 above.

12. The Funding of this Agreement will not be modified on the basis of any future Executive Committee decision that may affect the funding of any other consumption sector projects or any other related activities in the Country.

13. The Country will comply with any reasonable request of the Executive Committee, the Lead IA and the Cooperating IA to facilitate implementation of this Agreement. In particular, it will provide the Lead IA and the Cooperating IA with access to information necessary to verify compliance with this Agreement.

14. The completion of the HPMP and the associated Agreement will take place at the end of the year following the last year for which a maximum allowable total consumption has been specified in Appendix 2-A. Should at that time activities be still outstanding which were foreseen in the Plan and its subsequent revisions as per sub-paragraph 5(d) and paragraph 7, the completion will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per sub-paragraphs 1(a), 1(b), 1(d), and 1(e) of Appendix 4-A continue until the time of the completion if not specified by the Executive Committee otherwise.

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.

## APPENDICES

### APPENDIX 1-A: THE SUBSTANCES

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)
HCFC-22	C	I	0.92

### APPENDIX 2-A: THE TARGETS, AND FUNDING

		2011	2012	2013	2014	2015	2016-2017	2018	2019	2020	Total
1.1	Montreal Protocol reduction schedule of Annex C, Group I substances (ODP tonnes)		0.92	0.92	0.92	0.83	0.83	0.83	0.83	0.60	n/a
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)		0.92	0.92	0.92	0.83	0.83	0.83	0.83	0.60	n/a
2.1	Lead IA (UNEP) agreed funding (US \$)	13,000	13,150	0	0	26,300	0	15,100	0	15,100	82,650
2.2	Support costs for Lead IA (US \$)	1,690	1,710	0	0	3,419	0	1,963	0	1,963	10,745
2.3	Cooperating IA (UNIDO) agreed funding (US \$)	88,850	11,000	0	0	10,500	0	9,000	0	8,000	127,350
2.4	Support costs for Cooperating IA (US \$)	7,997	990	0	0	945	0	810	0	720	11,462
3.1	Total agreed funding (US \$)	101,850	24,150	0	0	36,800	0	24,100	0	23,100	210,000
3.2	Total support cost (US \$)	9,687	2,700	0	0	4,364	0	2,773	0	2,683	22,207
3.3	Total agreed costs (US \$)	111,537	26,850	0	0	41,164	0	26,873	0	25,783	232,207
4.1.1	Total phase-out of HCFC-22 under this Agreement (ODP tonnes)										0.32
4.1.2	Phase-out of HCFC-22 approved projects (ODP tonnes)										-
4.1.3	Remaining eligible consumption for HCFC-22 (ODP tonnes)										0.60

### APPENDIX 3-A: FUNDING APPROVAL SCHEDULE

1. Funding for the future tranches will be considered for approval not earlier than the second meeting of the year specified in Appendix 2-A.

## **APPENDIX 4-A: FORMAT OF IMPLEMENTATION REPORTS AND PLANS**

1. The submission of the Implementation Report and Plan for each tranche request will consist of five parts:

- (a) A narrative report regarding the progress since the approval of the previous tranche, reflecting on 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 further highlight successes, experiences and challenges related to the different activities included in the Plan, reflecting on changes in the circumstances in the Country, and providing other relevant information. The report should also include information about and justification for any changes vis-à-vis the previously submitted tranche plan, 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. The narrative report will cover all relevant years specified in sub-paragraph 5(a) of the Agreement and can in addition also include information about activities in the current year;
- (b) A verification report of the HPMP results and the consumption of the Substances mentioned in Appendix 1-A, 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;
- (c) A written description of the activities to be undertaken until the planned submission of the next tranche request, highlighting their interdependence, and taking into account experiences made and progress achieved in the implementation of earlier tranches. The description should also include a reference to the overall plan and progress achieved, as well as any possible changes to the overall plan foreseen. The description should cover the years specified in sub-paragraph 5(d) of the Agreement. The description should also specify and explain any revisions to the overall plan which were found to be necessary;
- (d) A set of quantitative information for the report and plan, submitted into a database. As per the relevant decisions of the Executive Committee in respect to the format required, the data should be submitted online. 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), and will cover the same time periods and activities; it will also capture the quantitative information regarding any necessary revisions of the overall plan as per sub-paragraph 1(c) above. While the quantitative information is required only for previous and future years, the format will include the option to submit in addition information regarding the current year if desired by the Country and the Lead IA; and
- (e) An Executive Summary of about five paragraphs, summarizing the information of above sub-paragraphs 1(a) to 1(d).

## **APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES**

1. The National Ozone Unit (NOU), which is located within the Sustainable Development and Environment Division of the Ministry of Physical Development and the Environment, will be responsible for the day to day execution of project activities. As such, primary responsibility will reside with the

Permanent Secretary of that Ministry. The NOU, through his/her supervisor (the Chief Sustainable Development and Environment Officer) , will be responsible for ensuring that the Multilateral Fund Secretariat and the Ministry's policies and procedures for project management, including procurement guidelines and reporting requirements are adhered to. In this regard, the highest policy responsibility rests with the Minister of Physical Development and the Environment while at the technical level, responsibility resides with the Chief Sustainable Development and Environment Officer.

2. In addition to the formal government structure described above, the services of an independent monitoring and evaluation consultant will be engaged from time to time to provide independent verification of projects completed and targets achieved. This consultant will also support the preparation of end of project reporting.

3. Periodically the government, in collaboration with the Lead IA may convene monitoring missions to provide independent verification project outputs, achievement of targets and financial management, as considered necessary to ensure a second level of oversight.

#### **APPENDIX 6-A: ROLE OF THE LEAD IMPLEMENTING AGENCY**

1. The Lead IA will be responsible for a range of activities. These can be specified in the project document further, but include at least the following:

- (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;
- (b) Assisting the Country in preparation of the Implementation Plans and subsequent reports as per Appendix 4-A;
- (c) Providing verification to the Executive Committee that the Targets have been met and associated annual activities have been completed as indicated in the Implementation Plan consistent with Appendix 4-A;
- (d) Ensuring that the experiences and progress is reflected in updates of the overall plan and in future annual implementation plans consistent with sub-paragraphs 1(c) and 1(d) of Appendix 4-A;
- (e) Fulfilling the reporting requirements for the annual implementation reports, annual implementation plans and the overall plan as specified in Appendix 4-A for submission to the Executive Committee. The reporting requirements include the reporting about activities undertaken by the Cooperating IA;
- (f) Ensuring that appropriate independent technical experts carry out the technical reviews;
- (g) Carrying out required supervision missions;
- (h) Ensuring the presence of an operating mechanism to allow effective, transparent implementation of the Implementation Plan and accurate data reporting;
- (i) Co-ordinating the activities of the Cooperating IA, and ensuring appropriate sequence of activities;

- (j) 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, the allocation of the reductions to the different budget items and to the funding of each implementing or bilateral agency involved;
- (k) Ensuring that disbursements made to the Country are based on the use of the indicators; and
- (l) Providing assistance with policy, management and technical support when required.

2. After consultation with the Country and taking into account any views expressed, the Lead IA will select and mandate an independent organization 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.

#### **APPENDIX 6-B: ROLE OF THE COOPERATING IMPLEMENTING AGENCY**

1. The Cooperating IA will be responsible for a range of activities. These activities are specified in the overall plan further, but include at least the following:

- (a) Providing policy development assistance when required;
- (b) Assisting the Country in the implementation and assessment of the activities funded by the Cooperating IA, and refer to the Lead IA to ensure a co-ordinated sequence in the activities; and
- (c) Providing reports to the Lead IA on these activities, for inclusion in the consolidated reports as per Appendix 4-A.

#### **APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY**

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by 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.

## Annex XIX

### **AGREEMENT BETWEEN THE GOVERNMENT OF SAINT VINCENT AND THE GRENADINES AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROCHLOROFLUOROCARBONS**

1. This Agreement represents the understanding of the Government of Saint Vincent and the Grenadines (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 0.09 ODP tonnes prior to 1 January 2020 and zero ODP tonnes prior to 1 January 2025 in compliance with the Montreal Protocol schedules, with the understanding that this figure is to be revised one single time, once the baseline consumption for compliance has been established based on Article 7 data, with the funding to be adjusted accordingly, as per decision 60/44.
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 which exceeds the level defined in row 1.2 of Appendix 2-A (“Maximum allowable total consumption of Annex C, Group I Substances”) 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 which exceeds the level defined in row 4.1.3 (remaining eligible consumption).
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 (“The Targets, and Funding”) 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”).
4. 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 (“The Targets, and Funding”) of this Agreement. The aforementioned verification will be commissioned by the relevant bilateral or implementing agency.
5. The Executive Committee will not provide the Funding in accordance with the Funding Approval Schedule unless the Country satisfies the following conditions at least 60 days prior to the applicable Executive Committee meeting set out in the Funding Approval Schedule:
  - (a) That the Country has met the Targets for all relevant years. Relevant years are all years since the year in which the hydrochlorofluorocarbons phase-out management plan (HPMP) was approved. Exempt are years for which no obligation for reporting of country programme data exists at the date of the Executive Committee Meeting at which the funding request is being presented;
  - (b) That the meeting of these Targets has been independently verified, except if the Executive Committee decided that such verification would not be required;
  - (c) That the Country had submitted annual implementation reports in the form of Appendix 4-A (“Format of 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;

- (d) That the Country has submitted and received approval from the Executive Committee for an annual implementation plan in the form of Appendix 4-A (“Format of Implementation Reports and Plans”) 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; and
- (e) That, for all submissions from the 68<sup>th</sup> 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.

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 annual implementation plans in accordance with their roles and responsibilities set out in Appendix 5-A. This monitoring will also be subject to independent verification as described in paragraph 4 above.

7. The Executive Committee agrees that the Country may have the flexibility to reallocate the approved funds, or part of the funds, according to the evolving circumstances to achieve the smoothest reduction of consumption and phase-out of the Substances specified in Appendix 1-A.

- (a) Reallocations categorized as major changes must be documented in advance in an annual implementation plan and approved by the Executive Committee as described in sub paragraph 5(d) above. Major changes would relate to issues potentially concerning the rules and policies of the Multilateral Fund; changes which would modify any clause of this Agreement; changes in the annual levels of funding allocated to individual bilateral or implementing agencies for the different tranches; and provision of funding for programmes or activities not included in the current endorsed annual implementation plan, or removal of an activity in the annual implementation plan, with a cost greater than 30 per cent of the total cost of the tranche;
- (b) Reallocations not categorized as major changes may be incorporated in the approved annual implementation plan, under implementation at the time, and reported to the Executive Committee in the annual implementation report; and
- (c) Any remaining funds will be returned to the Multilateral Fund upon closure of the last tranche of the plan.

8. Specific attention will be paid to the execution of the activities in the refrigeration servicing sub-sector, in particular:

- (a) The Country would use the flexibility available under this Agreement to address specific needs that might arise during project implementation; and
- (b) The Country and the bilateral and implementing agencies involved will take full account of the requirements of decisions 41/100 and 49/6 during the implementation of the plan.

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. UNEP has agreed to be the lead implementing agency (the “Lead IA”) and UNIDO has agreed to be the cooperating implementing agency (the “Cooperating IA”) under the lead of the Lead IA in respect of the Country’s activities under this Agreement. The 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 any of the agencies taking part in this Agreement.

10. The Lead IA will be responsible for carrying out the activities of the overall plan with the changes approved as part of the subsequent submissions, including but not limited to independent verification as per sub paragraph 5(b). This responsibility includes the necessity to co-ordinate with the Cooperating IA to ensure appropriate timing and sequence of activities in the implementation. The Cooperating IA will support the Lead IA by implementing the activities listed in Appendix 6-B under the overall co-ordination of the Lead IA. The Lead IA and Cooperating IA have reached consensus on the arrangements regarding inter-agency planning, reporting and responsibilities under this Agreement to facilitate a co-ordinated implementation of the Plan, including regular co ordination meetings. The Executive Committee agrees; in principle, to provide the Lead IA and the Cooperating IA with the fees set out in rows 2.2 and 2.4 of Appendix 2-A.

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 in respect of each ODP kg 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 these decisions are taken, this specific case will not be an impediment for future tranches as per paragraph 5 above.

12. The Funding of this Agreement will not be modified on the basis of any future Executive Committee decision that may affect the funding of any other consumption sector projects or any other related activities in the Country.

13. The Country will comply with any reasonable request of the Executive Committee, the Lead IA and the Cooperating IA to facilitate implementation of this Agreement. In particular, it will provide the Lead IA and the Cooperating IA with access to information necessary to verify compliance with this Agreement.

14. The completion of the HPMP and the associated Agreement will take place at the end of the year following the last year for which a maximum allowable total consumption has been specified in Appendix 2-A. Should at that time activities be still outstanding which were foreseen in the Plan and its subsequent revisions as per sub-paragraph 5(d) and paragraph 7, the completion will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per sub-paragraphs 1(a), 1(b), 1(d), and 1(e) of Appendix 4-A continue until the time of the completion if not specified by the Executive Committee otherwise.

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.

## APPENDICES

### APPENDIX 1-A: SUBSTANCES

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)
HCFC -22	C	I	0.28

### APPENDIX 2-A: THE TARGETS, AND FUNDING

		2011	2012	2013-2014	2015	2016-2017	2018	2019	2020-2024	2025	Total
1.1	Montreal Protocol reduction schedule of Annex C, Group I substances (ODP tonnes)	n/a	n/a	0.28	0.25	0.25	0.25	0.25	0.18	0.09	n/a
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	n/a	0.28	0.25	0.23	0.23	0.23	0.23	0.09	0.00	n/a
2.1	Lead IA (UNEP) agreed funding (US \$)	55,809	0	0	140,000	0	103,000	0	0	46,991	345,800
2.2	Support costs for lead agency (US \$)	7,255	0	0	18,200	0	13,390	0	0	6,109	44,954
2.3	Cooperating IA (UNIDO) agreed funding (US \$)	124,115	0	0	0	0	0	0	0	0	124,115
2.4	Support costs for cooperating agency (US \$)	11,170	0	0	0	0	0	0	0	0	11,170
3.1	Total agreed funding (US \$)	179,924	0	0	140,000	0	103,000	0	0	46,991	469,915
3.2	Total support costs (US \$)	18,425	0	0	18,200	0	13,390	0	0	6,109	56,124
3.3	Total agreed costs (US \$)	198,349	0	0	158,200	0	116,390	0	0	53,100	526,039
4.1.1	Total phase-out of HCFC-22 under this Agreement (ODP tonnes)										0.28
4.1.2	Phase-out of HCFC-22 in previously approved projects (ODP tonnes)										n/a
4.1.3	Remaining eligible consumption for HCFC-22 (ODP tonnes)										0.0

### APPENDIX 3-A: FUNDING APPROVAL SCHEDULE

1. Funding for the future tranches will be considered for approval not earlier than the first meeting of the year specified in Appendix 2-A.

### APPENDIX 4-A: FORMAT OF IMPLEMENTATION REPORTS AND PLANS

1. The submission of the Implementation Report and Plan for each tranche request will consist of five parts:

- (a) A narrative report regarding the progress since the approval of the previous tranche, reflecting on 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 further highlight successes, experiences and challenges related to the different activities included in the Plan, reflecting on changes in the circumstances in the Country,

and providing other relevant information. The report should also include information about and justification for any changes vis-à-vis the previously submitted tranche plan, 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. The narrative report will cover all relevant years specified in sub-paragraph 5(a) of the Agreement and can in addition also include information about activities in the current year;

- (b) A verification report of the HPMP results and the consumption of the Substances mentioned in Appendix 1-A, 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;
- (c) A written description of the activities to be undertaken until the planned submission of the next tranche request, highlighting their interdependence, and taking into account experiences made and progress achieved in the implementation of earlier tranches. The description should also include a reference to the overall plan and progress achieved, as well as any possible changes to the overall plan foreseen. The description should cover the years specified in sub paragraph 5(d) of the Agreement. The description should also specify and explain any revisions to the overall plan which were found to be necessary;
- (d) A set of quantitative information for the report and plan, submitted into a database. As per the relevant decisions of the Executive Committee in respect to the format required, the data should be submitted online. 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), and will cover the same time periods and activities; it will also capture the quantitative information regarding any necessary revisions of the overall plan as per sub paragraph 1(c) above. While the quantitative information is required only for previous and future years, the format will include the option to submit in addition information regarding the current year if desired by the Country and the Lead IA; and
- (e) An Executive Summary of about five paragraphs, summarizing the information of above sub paragraphs 1(a) to 1(d).

#### **APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES**

1. The National Ozone Unit (NOU) will monitor all activities in the HPMP. This institute will submit annual progress reports of status of implementation of the HPMP through the NOU to UNEP.
2. Verification of the achievement of the performance targets, specified in the Plan, will be undertaken, by an independent local company or independent local consultants contracted by UNEP.

## **APPENDIX 6-A: ROLE OF THE LEAD IMPLEMENTING AGENCY**

1. The Lead IA will be responsible for a range of activities. These can be specified in the project document further, but include at least the following:

- (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;
- (b) Assisting the Country in preparation of the Implementation Plans and subsequent reports as per Appendix 4-A;
- (c) Providing verification to the Executive Committee that the Targets have been met and associated annual activities have been completed as indicated in the Implementation Plan consistent with Appendix 4-A;
- (d) Ensuring that the experiences and progress is reflected in updates of the overall plan and in future annual implementation plans consistent with sub paragraphs 1(c) and 1(d) of Appendix 4-A;
- (e) Fulfilling the reporting requirements for the annual implementation reports, annual implementation plans and the overall plan as specified in Appendix 4-A for submission to the Executive Committee. The reporting requirements include the reporting about activities undertaken by the Cooperating IA;
- (f) Ensuring that appropriate independent technical experts carry out the technical reviews;
- (g) Carrying out required supervision missions;
- (h) Ensuring the presence of an operating mechanism to allow effective, transparent implementation of the Implementation Plan and accurate data reporting;
- (i) Co-ordinating the activities of the Cooperating IA, and ensuring appropriate sequence of activities;
- (j) 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, the allocation of the reductions to the different budget items and to the funding of each implementing or bilateral agency involved;
- (k) Ensuring that disbursements made to the Country are based on the use of the indicators; and
- (l) Providing assistance with policy, management and technical support when required.

2. After consultation with the Country and taking into account any views expressed, the Lead IA will select and mandate an independent organization 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.

#### **APPENDIX 6-B: ROLE OF THE COOPERATING IMPLEMENTING AGENCY**

1. The Cooperating IA will be responsible for a range of activities. These activities are specified in the overall plan further, but include at least the following:

- (a) Providing policy development assistance when required;
- (b) Assisting the Country in the implementation and assessment of the activities funded by the Cooperating IA, and refer to the Lead IA to ensure a co-ordinated sequence in the activities; and
- (c) Providing reports to the Lead IA on these activities, for inclusion in the consolidated reports as per Appendix 4-A.

#### **APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY**

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by 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.

**Annex XX**

**AGREEMENT BETWEEN THE GOVERNMENT OF ZAMBIA AND THE EXECUTIVE  
COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN  
CONSUMPTION OF HYDROCHLOROFLUOROCARBONS**

1. This Agreement represents the understanding of the Government of Zambia (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 3.3 ODP tonnes by 1 January 2020 in compliance with Montreal Protocol schedules, with the understanding that this figure is to be revised one single time, once the baseline consumption for compliance has been established based on Article 7 data , with the funding to be adjusted accordingly, as per decision 60/44.
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 which exceeds the level defined in row 1.2 of Appendix 2-A (“Maximum allowable total consumption of Annex C, Group I Substances”) 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 which exceeds the level defined in row 4.1.3 (remaining eligible consumption).
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 (“The Targets, and Funding”) 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”).
4. 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 (“The Targets, and Funding”) of this Agreement. The aforementioned verification will be commissioned by the relevant bilateral or implementing agency.
5. The Executive Committee will not provide the Funding in accordance with the Funding Approval Schedule unless the Country satisfies the following conditions at least 60 days prior to the applicable Executive Committee meeting set out in the Funding Approval Schedule:
  - (a) That the Country has met the Targets for all relevant years. Relevant years are all years since the year in which the hydrochlorofluorocarbons phase-out management plan (HPMP) was approved. Exempt are years for which no obligation for reporting of country programme data exists at the date of the Executive Committee Meeting at which the funding request is being presented;
  - (b) That the meeting of these Targets has been independently verified, except if the Executive Committee decided that such verification would not be required;

- (c) That the Country had submitted annual implementation reports in the form of Appendix 4-A (“Format of 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;
- (d) That the Country has submitted and received approval from the Executive Committee for an annual implementation plan in the form of Appendix 4-A (“Format of Implementation Reports and Plans”) 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; and
- (e) That, for all submissions from the 68<sup>th</sup> 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.

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 annual implementation plans in accordance with their roles and responsibilities set out in Appendix 5-A. This monitoring will also be subject to independent verification as described in paragraph 4 above.

7. The Executive Committee agrees that the Country may have the flexibility to reallocate the approved funds, or part of the funds, according to the evolving circumstances to achieve the smoothest reduction of consumption and phase-out of the Substances specified in Appendix 1-A.

- (a) Reallocations categorized as major changes must be documented in advance in an annual implementation plan and approved by the Executive Committee as described in sub-paragraph 5(d) above. Major changes would relate to issues potentially concerning the rules and policies of the Multilateral Fund; changes which would modify any clause of this Agreement; changes in the annual levels of funding allocated to individual bilateral or implementing agencies for the different tranches; and provision of funding for programmes or activities not included in the current endorsed annual implementation plan, or removal of an activity in the annual implementation plan, with a cost greater than 30 per cent of the total cost of the tranche;
- (b) Reallocations not categorized as major changes may be incorporated in the approved annual implementation plan, under implementation at the time, and reported to the Executive Committee in the annual implementation report; and
- (c) Any remaining funds will be returned to the Multilateral Fund upon closure of the last tranche of the plan.

8. Specific attention will be paid to the execution of the activities in the refrigeration servicing sub-sector, in particular:

- (a) The Country would use the flexibility available under this Agreement to address specific needs that might arise during project implementation; and

- (b) The Country and the bilateral and implementing agencies involved will take full account of the requirements of decisions 41/100 and 49/6 during the implementation of the plan.

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. UNEP has agreed to be the lead implementing agency (the “Lead IA”) and UNIDO has agreed to be the cooperating implementing agency (the “Cooperating IA”) under the lead of the Lead IA in respect of the Country’s activities under this Agreement. The 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 any of the agencies taking part in this Agreement.

10. The Lead IA will be responsible for carrying out the activities of the overall plan with the changes approved as part of the subsequent submissions, including but not limited to independent verification as per sub-paragraph 5(b). This responsibility includes the necessity to co-ordinate with the Cooperating IA to ensure appropriate timing and sequence of activities in the implementation. The Cooperating IA will support the Lead IA by implementing the activities listed in Appendix 6-B under the overall co-ordination of the Lead IA. The Lead IA and Cooperating IA have reached consensus on the arrangements regarding inter-agency planning, reporting and responsibilities under this Agreement to facilitate a co-ordinated implementation of the Plan, including regular co-ordination meetings. The Executive Committee agrees, in principle, to provide the Lead IA and the Cooperating IA with the fees set out in rows 2.2 and 2.4 of Appendix 2-A.

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 in respect of each ODP kg 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 these decisions are taken, this specific case will not be an impediment for future tranches as per paragraph 5 above.

12. The Funding of this Agreement will not be modified on the basis of any future Executive Committee decision that may affect the funding of any other consumption sector projects or any other related activities in the Country.

13. The Country will comply with any reasonable request of the Executive Committee, the Lead IA and the Cooperating IA to facilitate implementation of this Agreement. In particular, it will provide the Lead IA and the Cooperating IA with access to information necessary to verify compliance with this Agreement.

14. The completion of the HPMP and the associated Agreement will take place at the end of the year following the last year for which a maximum allowable total consumption has been specified in Appendix 2-A. Should at that time activities be still outstanding which were foreseen in the Plan and its subsequent revisions as per sub-paragraph 5(d) and paragraph 7, the completion will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per sub-paragraphs 1(a), 1(b), 1(d), and 1(e) of Appendix 4-A continue until the time of the completion if not specified by the Executive Committee otherwise.

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.

## APPENDICES

### APPENDIX 1-A: THE SUBSTANCES

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)
HCFC-22	C	I	5.0

### APPENDIX 2-A: THE TARGETS, AND FUNDING

		2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	Total
1.1	Montreal Protocol reduction schedule of Annex C, Group I substances (ODP tonnes)	n/a	n/a	5.0	5.0	4.5	4.5	4.5	4.5	4.5	3.3	n/a
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	n/a	n/a	5.0	5.0	4.5	4.5	4.5	4.5	4.5	3.3	n/a
2.1	Lead IA (UNEP) agreed funding (US \$)	40,000	0	40,000	0	0	35,000	0	30,000	0	30,000	175,000
2.2	Support costs for Lead IA (US \$)	5,200	0	5,200	0	0	4,550	0	3,900	0	3,900	22,750
2.3	Cooperating IA (UNIDO) agreed funding (US \$)	70,000	0	0	0	0	70,000	0	0	0	0	140,000
2.4	Support costs for Cooperating IA (US \$)	6,300	0	0	0	0	6,300	0	0	0	0	12,600
3.1	Total agreed funding (US \$)	110,000	0	40,000	0	0	105,000	0	30,000	0	30,000	315,000
3.2	Total support costs (US \$)	11,500	0	5,200	0	0	10,850	0	3,900	0	3,900	35,350
3.3	Total agreed costs (US \$)	121,500	0	45,200	0	0	115,850	0	33,900	0	33,900	350,350
4.1.1	Total phase-out of HCFC-22 and under this Agreement (ODP tonnes)											1.7
4.1.2	Phase-out of HCFC-22 in previously approved projects (ODP tonnes)											0
4.1.3	Remaining eligible consumption for HCFC-22 (ODP tonnes)											3.3

### **APPENDIX 3-A: FUNDING APPROVAL SCHEDULE**

1. Funding for the future tranches will be considered for approval not earlier than the second meeting of the year specified in Appendix 2-A.

### **APPENDIX 4-A: FORMAT OF IMPLEMENTATION REPORTS AND PLANS**

1. The submission of the Implementation Report and Plan for each tranche request will consist of five parts:

- (a) A narrative report regarding the progress since the approval of the previous tranche, reflecting on 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 further highlight successes, experiences and challenges related to the different activities included in the Plan, reflecting on changes in the circumstances in the Country, and providing other relevant information. The report should also include information about and justification for any changes vis-à-vis the previously submitted tranche plan, 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. The narrative report will cover all relevant years specified in sub-paragraph 5(a) of the Agreement and can in addition also include information about activities in the current year;
- (b) A verification report of the HPMP results and the consumption of the Substances mentioned in Appendix 1-A, 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;
- (c) A written description of the activities to be undertaken until the planned submission of the next tranche request, highlighting their interdependence, and taking into account experiences made and progress achieved in the implementation of earlier tranches. The description should also include a reference to the overall plan and progress achieved, as well as any possible changes to the overall plan foreseen. The description should cover the years specified in sub-paragraph 5(d) of the Agreement. The description should also specify and explain any revisions to the overall plan which were found to be necessary;
- (d) A set of quantitative information for the report and plan, submitted into a database. As per the relevant decisions of the Executive Committee in respect to the format required, the data should be submitted online. 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), and will cover the same time periods and activities; it will also capture the quantitative information regarding any necessary revisions of the overall plan as per sub-paragraph 1(c) above. While the quantitative information is required only for previous and future years, the format will include the option to submit in addition information regarding the current year if desired by the Country and the Lead IA; and
- (e) An Executive Summary of about five paragraphs, summarizing the information of above sub-paragraphs 1(a) to 1(d).

## **APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES**

1. All the monitoring activities will be coordinated and managed through the National Ozone Unit, which is included within this HPMP.
2. The Lead IA will have a particularly prominent role in the monitoring arrangements because of its mandate to monitor ODS imports, whose records will be used as a crosschecking reference in all the monitoring programmes for the different projects within the HPMP. This organization, along with the cooperating IA will also undertake the challenging task of monitoring illegal ODS imports and exports with advising the appropriate national agencies through the National Ozone Office as relevant.

## **APPENDIX 6-A: ROLE OF THE LEAD IMPLEMENTING AGENCY**

1. The Lead IA will be responsible for a range of activities. These can be specified in the project document further, but include at least the following:
  - (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;
  - (b) Assisting the Country in preparation of the Implementation Plans and subsequent reports as per Appendix 4-A;
  - (c) Providing verification to the Executive Committee that the Targets have been met and associated annual activities have been completed as indicated in the Implementation Plan consistent with Appendix 4-A;
  - (d) Ensuring that the experiences and progress is reflected in updates of the overall plan and in future annual implementation plans consistent with sub-paragraphs 1(c) and 1(d) of Appendix 4-A;
  - (e) Fulfilling the reporting requirements for the annual implementation reports, annual implementation plans and the overall plan as specified in Appendix 4-A for submission to the Executive Committee. The reporting requirements include the reporting about activities undertaken by the Cooperating IA;
  - (f) Ensuring that appropriate independent technical experts carry out the technical reviews;
  - (g) Carrying out required supervision missions;
  - (h) Ensuring the presence of an operating mechanism to allow effective, transparent implementation of the Implementation Plan and accurate data reporting;
  - (i) Co-ordinating the activities of the Cooperating IA, and ensuring appropriate sequence of activities;
  - (j) 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, the allocation of the reductions to the different budget items and to the funding of each implementing or bilateral agency involved;
  - (k) Ensuring that disbursements made to the Country are based on the use of the indicators; and

- (l) Providing assistance with policy, management and technical support when required.

2. After consultation with the Country and taking into account any views expressed, the Lead IA will select and mandate an independent organization 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.

#### **APPENDIX 6-B: ROLE OF THE COOPERATING IMPLEMENTING AGENCY**

1. The Cooperating IA will be responsible for a range of activities. These activities are specified in the overall plan further, but include at least the following:

- (a) Providing policy development assistance when required;
- (b) Assisting the Country in the implementation and assessment of the activities funded by the Cooperating IA, and refer to the Lead IA to ensure a co-ordinated sequence in the activities; and
- (c) Providing reports to the Lead IA on these activities, for inclusion in the consolidated reports as per Appendix 4-A.

#### **APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY**

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by 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. .

## Annex XXI

### AGREEMENT BETWEEN THE GOVERNMENT OF BRAZIL AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROCHLOROFLUOROCARBONS

1. This Agreement represents the understanding of the Government of Brazil 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 1,194.8 ODP tonnes by 1 January 2015 in compliance with Montreal Protocol schedule, with the understanding that this figure is to be revised one single time, once the baseline consumption for compliance has been established based on Article 7 data.
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 which exceeds the level defined in row 1.2 of Appendix 2-A (“Maximum allowable total consumption of Annex C, Group I Substances”) 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 which exceeds the level defined in rows 4.1.3, 4.2.3, 4.3.3, 4.4.3 and 4.5.3 (remaining eligible consumption).
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 (“The Targets, and Funding”) 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”).
4. 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 (“The Targets, and Funding”) of this Agreement. The aforementioned verification will be commissioned by the relevant bilateral or implementing agency.
5. The Executive Committee will not provide the Funding in accordance with the Funding Approval Schedule unless the Country satisfies the following conditions at least 60 days prior to the applicable Executive Committee meeting set out in the Funding Approval Schedule:
  - (a) That the Country has met the Targets for all relevant years. Relevant years are all years since the year in which the hydrochlorofluorocarbons phase-out management plan (HPMP) was approved. Exempt are years for which no obligation for reporting of country programme data exists at the date of the Executive Committee Meeting at which the funding request is being presented;
  - (b) That the meeting of these Targets has been independently verified, except if the Executive Committee decided that such verification would not be required;
  - (c) That the Country had submitted annual implementation reports in the form of Appendix 4-A (“Format of 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;

- (d) That the Country has submitted and received approval from the Executive Committee for an annual implementation plan in the form of Appendix 4-A (“Format of Implementation Reports and Plans”) 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; and
- (e) That, for all submissions from the 68<sup>th</sup> 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.

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 annual implementation plans in accordance with their roles and responsibilities set out in Appendix 5-A. This monitoring will also be subject to independent verification as described in paragraph 4 above.

7. The Executive Committee agrees that the Country may have the flexibility to reallocate the approved funds, or part of the funds, according to the evolving circumstances to achieve the smoothest reduction of consumption and phase-out of the Substances specified in Appendix 1-A.

- (a) Reallocations categorized as major changes must be documented in advance in an annual implementation plan and approved by the Executive Committee as described in sub-paragraph 5(d) above. Major changes would relate to issues potentially concerning the rules and policies of the Multilateral Fund; changes which would modify any clause of this Agreement; changes in the annual levels of funding allocated to individual bilateral or implementing agencies for the different tranches; and provision of funding for programmes or activities not included in the current endorsed annual implementation plan, or removal of an activity in the annual implementation plan, with a cost greater than 30 per cent of the total cost of the tranche;
- (b) Reallocations not categorized as major changes may be incorporated in the approved annual implementation plan, under implementation at the time, and reported to the Executive Committee in the annual implementation report;
- (c) Any enterprise to be converted to non-HCFC technology included in the approved HPMP and that would be found to be ineligible under the guidelines of the Multilateral Fund (i.e., due to foreign ownership or establishment post the 21 September 2007 cut-off date), will not receive assistance. This information would be reported to the Executive Committee as part of the Annual Implementation Plan; and
- (d) Any remaining funds will be returned to the Multilateral Fund.

8. Specific attention will be paid to the execution of the activities in the refrigeration servicing sub-sector, in particular:

- (a) The Country would use the flexibility available under this Agreement to address specific needs that might arise during project implementation; and
- (b) The Country and the bilateral and implementing agencies involved will take full account of the requirements of decisions 41/100 and 49/6 during the implementation of the plan.

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. UNDP has agreed to be the lead implementing agency (the “Lead IA”) and the Government of Germany has agreed to be the cooperating implementing agency (the “Cooperating IA”) under the lead of the Lead IA in respect of the Country’s activities under this Agreement. The 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 any of the agencies taking part in this Agreement.

10. The Lead IA will be responsible for carrying out the activities of the overall plan with the changes approved as part of the subsequent submissions, including but not limited to independent verification as per sub-paragraph 5(b). This responsibility includes the necessity to co-ordinate with the Cooperating IA to ensure appropriate timing and sequence of activities in the implementation. The Cooperating IA will support the Lead IA by implementing the activities listed in Appendix 6-B under the overall co-ordination of the Lead IA. The Lead IA and Cooperating IA have reached consensus on the arrangements regarding inter-agency planning, reporting and responsibilities under this Agreement to facilitate a co-ordinated implementation of the Plan, including regular co-ordination meetings. The Executive Committee agrees, in principle, to provide the Lead IA and the Cooperating IA with the fees set out in rows 2.2 and 2.4 of Appendix 2-A.

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 in respect of each ODP kg 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 these decisions are taken, this specific case will not be an impediment for future tranches as per paragraph 5 above.

12. The Funding of this Agreement will not be modified on the basis of any future Executive Committee decision that may affect the funding of any other consumption sector projects or any other related activities in the Country.

13. The Country will comply with any reasonable request of the Executive Committee, the Lead IA and the Cooperating IA to facilitate implementation of this Agreement. In particular, it will provide the Lead IA and the Cooperating IA with access to information necessary to verify compliance with this Agreement.

14. The completion of the HPMP and the associated Agreement will take place at the end of the year following the last year for which a maximum allowable total consumption has been specified in Appendix 2-A. Should at that time activities be still outstanding which were foreseen in the Plan and its subsequent revisions as per sub-paragraph 5(d) and paragraph 7, the completion will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per sub-paragraphs 1(a), 1(b), 1(d), and 1(e) of Appendix 4-A continue until the time of the completion if not specified by the Executive Committee otherwise.

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.

## APPENDICES

### APPENDIX 1-A: THE SUBSTANCES

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)
HCFC-22	C	I	792.0
HCFC-141b	C	I	521.7
HCFC-142b	C	I	5.6
HCFC-123	C	I	0.3
HCFC-124	C	I	7.7
Total	C	I	1,327.3

### APPENDIX 2-A: THE TARGETS, AND FUNDING

		2011	2012	2013	2014	2015	Total
1.1	Montreal Protocol reduction schedule of Annex C, Group I substances (ODP tonnes)	n/a	n/a	1,327.3	1,327.3	1,194.8	n/a
1.2	Maximum allowable total consumption of Annex C Group I substances (ODP tonnes)	n/a	n/a	1,327.3	1,327.3	1,194.8	n/a
2.1	Lead IA (UNDP) agreed funding (US \$)	4,456,257	3,400,000	3,000,000	3,000,000	1,650,000	15,506,257
2.2	Support costs for Lead IA (US \$)	334,219	255,000	225,000	225,000	123,750	1,162,969
2.3	Cooperating IA (Germany) agreed funding (US \$)	1,209,091	2,472,727	0	0	409,091	4,090,909
2.4	Support costs for Cooperating IA (US \$)	153,000	262,000	0	0	45,000	460,000
3.1	Total agreed funding (US \$)	5,665,348	5,872,727	3,000,000	3,000,000	2,059,091	19,597,166
3.2	Total support costs (US \$)	487,219	517,000	225,000	225,000	168,750	1,622,969
3.3	Total agreed costs (US \$)	6,152,567	6,389,727	3,225,000	3,225,000	2,227,841	21,220,135
4.1.1	Total phase-out of HCFC-22 agreed to be achieved under this Agreement (ODP tonnes)						51.5
4.1.2	Phase-out of HCFC-22 to be achieved in previously approved projects (ODP tonnes)						0
4.1.3	Remaining eligible consumption for HCFC-22 (ODP tonnes)						740.6
4.2.1	Total phase-out of HCFC-141b agreed to be achieved under this Agreement (ODP tonnes)						168.8
4.2.2	Phase-out of HCFC-141b to be achieved in previously approved projects (ODP tonnes)						0
4.2.3	Remaining eligible consumption for HCFC-141b (ODP tonnes)						353.0
4.3.1	Total phase-out of HCFC-142b agreed to be achieved under this Agreement (ODP tonnes)						0.0
4.3.2	Phase-out of HCFC-142b to be achieved in previously approved projects (ODP tonnes)						0.0
4.3.3	Remaining eligible consumption for HCFC-142b (ODP tonnes)						5.6
4.4.1	Total phase-out of HCFC-123 agreed to be achieved under this Agreement (ODP tonnes)						0.0
4.4.2	Phase-out of HCFC-123 to be achieved in previously approved projects (ODP tonnes)						0.0
4.4.3	Remaining eligible consumption for HCFC-123 (ODP tonnes)						0.3
4.5.1	Total phase-out of HCFC-124 agreed to be achieved under this Agreement (ODP tonnes)						0.0
4.5.2	Phase-out of HCFC-124 to be achieved in previously approved projects (ODP tonnes)						0.0
4.5.3	Remaining eligible consumption for HCFC-124 (ODP tonnes)						7.7

### **APPENDIX 3-A: FUNDING APPROVAL SCHEDULE**

1. Funding for the future tranches will be considered for approval not earlier than the second meeting of the year specified in Appendix 2-A.

### **APPENDIX 4-A: FORMAT OF IMPLEMENTATION REPORTS AND PLANS**

1. The submission of the Implementation Report and Plan for each tranche request will consist of five parts:

- (a) A narrative report regarding the progress since the approval of the previous tranche, reflecting on 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 further highlight successes, experiences and challenges related to the different activities included in the Plan, reflecting on changes in the circumstances in the Country, and providing other relevant information. The report should also include information about and justification for any changes vis-à-vis the previously submitted tranche plan, 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. The narrative report will cover all relevant years specified in sub-paragraph 5(a) of the Agreement and can in addition also include information about activities in the current year;
- (b) A verification report of the HPMP results and the consumption of the Substances mentioned in Appendix 1-A, 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;
- (c) A written description of the activities to be undertaken until the planned submission of the next tranche request, highlighting their interdependence, and taking into account experiences made and progress achieved in the implementation of earlier tranches. The description should also include a reference to the overall plan and progress achieved, as well as any possible changes to the overall plan foreseen. The description should cover the years specified in sub-paragraph 5(d) of the Agreement. The description should also specify and explain any revisions to the overall plan which were found to be necessary;
- (d) A set of quantitative information for the report and plan, submitted into a database. As per the relevant decisions of the Executive Committee in respect to the format required, the data should be submitted online. 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), and will cover the same time periods and activities; it will also capture the quantitative information regarding any necessary revisions of the overall plan as per sub-paragraph 1(c) above. While the quantitative information is required only for previous and future years, the format will include the option to submit in addition information regarding the current year if desired by the Country and the Lead IA; and
- (e) An Executive Summary of about five paragraphs, summarizing the information of above sub-paragraphs 1(a) to 1(d).

## **APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES**

1. The Ministry of Environment (Ministério do Meio Ambiente (MMA) is responsible for the overall coordination of activities to be undertaken in the HCFC Phase-Out Management Plan and acts as the National Ozone Unit. The Brazilian Institute of Environment and Natural Renewable Resources (IBAMA) is the enforcement institution linked to MMA which is responsible for carrying out national policies and legislations regarding the control of ozone depleting substances. The National Ozone Unit (under MMA) monitors at managerial level the consumption of all ozone depleting substances (ODS). IBAMA controls - through the licensing system – the ODS consumption (import and export) and end-user level. The lead and cooperating agencies will be responsible of implementing and monitoring the activities under their responsibility. The Government has offered continuity of activities and endorsement for the projects through the institutional support over the next years.

2. Close monitoring of all activities and coordination between stakeholders is an essential element of the HPMP and key to reach compliance. There will be regular coordination meetings with industry stakeholders, HCFC importers, relevant Government stakeholders (i.e. PROZON), various industrial associations, and all sectors involved, in order to enact the necessary agreements and measures to carry out the investment and non-investment activities on time and in a coordinated manner. In the manufacturing sector the implementation process and the achievement of the phase-out will be monitored through site visits at enterprise level. Yearly monitoring will be carried out through the ODS licensing and quota system. Verification site visits will be undertaken by independent international experts.

3. Yearly monitoring will be carried out through the ODS licensing and quota system. Verification site visits will be undertaken by independent international experts and auditors.

## **APPENDIX 6-A: ROLE OF THE LEAD IMPLEMENTING AGENCY**

1. The Lead IA will be responsible for a range of activities. These can be specified in the project document further, but include at least the following:

- (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;
- (b) Assisting the Country in preparation of the Implementation Plans and subsequent reports as per Appendix 4-A;
- (c) Providing verification to the Executive Committee that the Targets have been met and associated annual activities have been completed as indicated in the Implementation Plan consistent with Appendix 4-A;
- (d) Ensuring that the experiences and progress is reflected in updates of the overall plan and in future annual implementation plans consistent with sub-paragraphs 1(c) and 1(d) of Appendix 4-A;
- (e) Fulfilling the reporting requirements for the annual implementation reports, annual implementation plans and the overall plan as specified in Appendix 4-A for submission to the Executive Committee. The reporting requirements include the reporting about activities undertaken by the Cooperating IA;
- (f) Ensuring that appropriate independent technical experts carry out the technical reviews;

- (g) Carrying out required supervision missions;
- (h) Ensuring the presence of an operating mechanism to allow effective, transparent implementation of the Implementation Plan and accurate data reporting;
- (i) Co-ordinating the activities of the Cooperating IA, and ensuring appropriate sequence of activities;
- (j) 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, the allocation of the reductions to the different budget items and to the funding of each implementing or bilateral agency involved;
- (k) Ensuring that disbursements made to the Country are based on the use of the indicators; and
- (l) Providing assistance with policy, management and technical support when required.

2. After consultation with the Country and taking into account any views expressed, the Lead IA will select and mandate an independent organization 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.

#### **APPENDIX 6-B: ROLE OF THE COOPERATING IMPLEMENTING AGENCY**

1. The Cooperating IA will be responsible for a range of activities. These activities are specified in the overall plan further, but include at least the following:

- (a) Providing policy development assistance when required;
- (b) Assisting the Country in the implementation and assessment of the activities funded by the Cooperating IA, and refer to the Lead IA to ensure a co-ordinated sequence in the activities; and
- (c) Providing reports to the Lead IA on these activities, for inclusion in the consolidated reports as per Appendix 4-A.

#### **APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY**

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by 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.

**Annex XXII**

**AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CAMEROON  
AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE  
REDUCTION IN CONSUMPTION OF HYDROCHLOROFLUOROCARBONS**

1. This Agreement represents the understanding of the Government of the Republic of Cameroon (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 65.9 ODP tonnes by 1 January 2017 in compliance with Montreal Protocol schedules, with the understanding that this figure is to be revised one single time, once the baseline consumption for compliance has been established based on Article 7 data.
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 which exceeds the level defined in row 1.2 of Appendix 2-A (“Maximum allowable total consumption of Annex C, Group I Substances”) 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 which exceeds the level defined in rows 4.1.3 and 4.2.3 (remaining eligible consumption).
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 (“The Targets, and Funding”) 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”).
4. 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 (“The Targets, and Funding”) of this Agreement. The aforementioned verification will be commissioned by the relevant bilateral or implementing agency.
5. The Executive Committee will not provide the Funding in accordance with the Funding Approval Schedule unless the Country satisfies the following conditions at least 60 days prior to the applicable Executive Committee meeting set out in the Funding Approval Schedule:
  - (a) That the Country has met the Targets for all relevant years. Relevant years are all years since the year in which the hydrochlorofluorocarbons phase-out management plan (HPMP) was approved. Exempt are years for which no obligation for reporting of country programme data exists at the date of the Executive Committee Meeting at which the funding request is being presented;
  - (b) That the meeting of these Targets has been independently verified, except if the Executive Committee decided that such verification would not be required;
  - (c) That the Country had submitted annual implementation reports in the form of Appendix 4-A (“Format of 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;

- (d) That the Country has submitted and received approval from the Executive Committee for a tranche implementation plan in the form of Appendix 4-A (the “Format of Tranche Implementation Reports and Plans”) 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; and
- (e) That, for all submissions from the 68<sup>th</sup> 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.

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 annual implementation plans in accordance with their roles and responsibilities set out in Appendix 5-A. This monitoring will also be subject to independent verification as described in paragraph 4 above.

7. The Executive Committee agrees that the Country may have the flexibility to reallocate the approved funds, or part of the funds, according to the evolving circumstances to achieve the smoothest reduction of consumption and phase-out of the Substances specified in Appendix 1-A.

- (a) Reallocations categorized as major changes must be documented in advance in an annual implementation plan and approved by the Executive Committee as described in sub-paragraph 5(d) above. Major changes would relate to issues potentially concerning the rules and policies of the Multilateral Fund; changes which would modify any clause of this Agreement; changes in the annual levels of funding allocated to individual bilateral or implementing agencies for the different tranches; and provision of funding for programmes or activities not included in the current endorsed annual implementation plan, or removal of an activity in the annual implementation plan, with a cost greater than 30 per cent of the total cost of the tranche;
- (b) Reallocations not categorized as major changes may be incorporated in the approved annual implementation plan, under implementation at the time, and reported to the Executive Committee in the annual implementation report; and
- (c) Any remaining funds will be returned to the Multilateral Fund upon closure of the last tranche of the plan.

8. Specific attention will be paid to the execution of the activities in the refrigeration servicing sub-sector, in particular:

- (a) The Country would use the flexibility available under this Agreement to address specific needs that might arise during project implementation; and
- (b) The Country and the bilateral and implementing agencies involved will take full account of the requirements of decisions 41/100 and 49/6 during the implementation of the plan.

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 fulfill the obligations under this Agreement. UNIDO has agreed to be the single lead implementing agency (the “Lead IA”) in respect of the Country’s activities under this Agreement. The 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 any of the agencies taking part in this Agreement.

10. The Lead IA will be responsible for carrying out the activities of the overall plan with the changes approved as part of the subsequent submissions, including but not limited to independent verification as per sub-paragraph 5(b). The Executive Committee agrees, in principle, to provide the Lead IA with the fees set out in row 2.2 of Appendix 2-A.

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 in respect of each ODP kg 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 these decisions are taken, this specific case will not be an impediment for future tranches as per paragraph 5 above.

12. The Funding of this Agreement will not be modified on the basis of any future Executive Committee decision that may affect the funding of any other consumption sector projects or any other related activities in the Country.

13. The Country will comply with any reasonable request of the Executive Committee and the Lead IA to facilitate implementation of this Agreement. In particular, it will provide the Lead IA with access to information necessary to verify compliance with this Agreement.

14. The completion of the HPMP and the associated Agreement will take place at the end of the year following the last year for which a maximum allowable total consumption has been specified in Appendix 2-A. Should at that time activities be still outstanding which were foreseen in the Plan and its subsequent revisions as per sub-paragraph 5(d) and paragraph 7, the completion will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per sub-paragraphs 1(a), 1(b), 1(d), and 1(e) of Appendix 4-A continue until the time of the completion if not specified by the Executive Committee otherwise.

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.

## APPENDICES

### APPENDIX 1-A: THE SUBSTANCES

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)
HCFC-22	C	I	66.7
HCFC-141b	C	I	15.7
Total			82.4

## APPENDIX 2-A: THE TARGETS, AND FUNDING

		2011	2012	2013	2014	2015	2016	2017	Total
1.1	Montreal Protocol reduction schedule of Annex C, Group I substances (ODP tonnes)	n/a		93.7	93.7	84.3	84.3	84.3	n/a
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	n/a		82.4	82.4	74.2	74.2	65.9	n/a
2.1	Lead IA (UNIDO) agreed funding (US \$)	884,453	0	180,000	0	59,136	0	59,136	1,182,725
2.2	Support costs for Lead IA (US \$)	66,334	0	13,500	0	4,435		4,435	88,704
3.1	Total agreed funding (US \$)	884,453	0	180,000	0	59,136	0	59,136	1,182,725
3.2	Total support cost (US \$)	66,334	0	13,500	0	4,435	0	4,435	88,704
3.3	Total agreed costs (US \$)	950,787	0	193,500	0	63,571		63,571	1,271,429
4.1.1	Total phase-out of HCFC-22 agreed to be achieved under this Agreement (ODP tonnes)								9.7
4.1.2	Phase-out of HCFC-22 to be achieved in previously approved projects (ODP tonnes)								0
4.1.3	Remaining eligible consumption for HCFC-22 (ODP tonnes)								57.1
4.2.1	Total phase-out of HCFC-141b agreed to be achieved under this Agreement (ODP tonnes)								15.7
4.2.2	Phase-out of HCFC-141b to be achieved in previously approved projects (ODP tonnes)								0
4.2.3	Remaining eligible consumption for HCFC-141b (ODP tonnes)								0

## APPENDIX 3-A: FUNDING APPROVAL SCHEDULE

1. Funding for the future tranches will be considered for approval not earlier than the last meeting of the year specified in Appendix 2-A.

## APPENDIX 4-A: FORMAT OF IMPLEMENTATION REPORTS AND PLANS

1. The submission of the Implementation Report and Plan for each tranche request will consist of five parts:

- (a) A narrative report regarding the progress since the approval of the previous tranche, reflecting on 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 further highlight successes, experiences and challenges related to the different activities included in the Plan, reflecting on changes in the circumstances in the Country, and providing other relevant information. The report should also include information about and justification for any changes vis-à-vis the previously submitted tranche plan, 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. The narrative report will cover all relevant years specified in sub-paragraph 5(a) of the Agreement and can in addition also include information about activities in the current year;
- (b) A verification report of the HPMP results and the consumption of the Substances mentioned in Appendix 1-A, 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;

- (c) A written description of the activities to be undertaken until the planned submission of the next tranche request, highlighting their interdependence, and taking into account experiences made and progress achieved in the implementation of earlier tranches. The description should also include a reference to the overall Plan and progress achieved, as well as any possible changes to the overall plan foreseen. The description should cover the years specified in sub-paragraph 5(d) of the Agreement. The description should also specify and explain any revisions to the overall plan which were found to be necessary;
- (d) A set of quantitative information for the report and plan, submitted into a database. As per the relevant decisions of the Executive Committee in respect to the format required, the data should be submitted online. 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), and will cover the same time periods and activities; it will also capture the quantitative information regarding any necessary revisions of the overall plan as per sub-paragraph 1(c) above. While the quantitative information is required only for previous and future years, the format will include the option to submit in addition information regarding the current year if desired by the Country and the Lead IA; and
- (e) An Executive Summary of about five paragraphs, summarizing the information of above sub-paragraphs 1(a) to 1(d).

#### **APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES**

1. The National Ozone Unit (NOU) is the central administrative unit established within the administrative structure of the Ministry of Environment of Cameroon, responsible for the coordination of governmental activities with respect to the ozone layer protection and facilitation of ODS phase-out.
2. The NOU within the Ministry of Environment of Cameroon will be responsible for the overall coordination of national activities towards the HPMP Phase-out Plan implementation.
3. The management of the implementation of the planned project activities will be allocated to the NOU in cooperation with UNIDO as the Lead IA.

#### **APPENDIX 6-A: ROLE OF THE LEAD IMPLEMENTING AGENCY**

1. The Lead IA will be responsible for a range of activities. These can be specified in the project document further, but include at least the following:
  - (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;
  - (b) Assisting the Country in preparation of the Implementation Plans and subsequent reports as per Appendix 4-A;

- (c) Providing verification to the Executive Committee that the Targets have been met and associated annual activities have been completed as indicated in the Tranche Implementation Plan consistent with Appendix 4-A;
- (d) Ensuring that the experiences and progress is reflected in updates of the overall Plan and in future annual implementation plans consistent with sub-paragraphs 1(c) and 1(d) of Appendix 4-A;
- (e) Fulfilling the reporting requirements for the annual implementation reports, annual implementation plans and the overall plan as specified in Appendix 4-A for submission to the Executive Committee.
- (f) Ensuring that appropriate independent technical experts carry out the technical reviews;
- (g) Carrying out required supervision missions;
- (h) Ensuring the presence of an operating mechanism to allow effective, transparent implementation of the Tranche Implementation Plan and accurate data reporting;
- (i) 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, the allocation of the reductions to the different budget items and to the funding of each implementing or bilateral agency involved;
- (j) Ensuring that disbursements made to the Country are based on the use of the indicators; and
- (k) Providing assistance with policy, management and technical support when required.

2. After consultation with the Country and taking into account any views expressed, the Lead IA will select and mandate an independent organization 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.

#### **APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY**

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US \$93 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.

**Annex XXIII**

**AGREEMENT BETWEEN THE GOVERNMENT OF INDONESIA AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROCHLOROFLUOROCARBONS**

1. This Agreement represents the understanding between the Government of Indonesia (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 321.8 ODP tonnes prior to 1 January 2018 in compliance with Montreal Protocol schedules, with the understanding that this figure is to be revised one single time in 2011, when the baseline consumption for compliance would be established based on Article 7 data.
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 which exceeds the level defined in row 1.2 of Appendix 2-A (maximum allowable total consumption of Annex-C, Group I substances) 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 which exceeds the level defined in rows 4.1.3, 4.2.3 and 4.3.3.
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 (the “Targets and Funding”) to the Country. The Executive Committee will, in principle, provide this funding at the Executive Committee meetings specified in Appendix 3-A (the “Funding Approval Schedule”).
4. The Country will accept independent verification, to be commissioned by the relevant bilateral or implementing agency, of achievement of the annual consumption limits of the Substances as set out in row 1.2 of Appendix 2-A (“The Targets, and Funding”) of this Agreement as described in sub-paragraph 5(b) of this Agreement.
5. The Executive Committee will not provide the Funding in accordance with the Funding Approval Schedule unless the Country satisfies the following conditions at least 60 days prior to the applicable Executive Committee meeting set out in the Funding Approval Schedule:
  - (a) That the Country has met the Targets for all relevant years. Relevant years are all years since the year in which the hydrochlorofluorocarbons phase-out management plan (HPMP) was approved. Exempt are years for which no obligation for reporting of country programme data exists at the date of the Executive Committee Meeting at which the funding request is being presented;
  - (b) That the meeting of these Targets has been independently verified, except if the Executive Committee decided that such verification would not be required;
  - (c) That the Country had submitted tranche implementation reports in the form of Appendix 4-A (the “Format of Tranche Implementation Report and Plan”) 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;

- (d) That the Country has submitted and received approval from the Executive Committee for a tranche implementation plan in the form of Appendix 4-A (the “Format of Tranche Implementation Reports and Plans”) 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; and
- (e) That, for all submissions from the 68<sup>th</sup> 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.

6. The Country will ensure that it conducts accurate monitoring of its activities under this Agreement. The institutions set out in Appendix 5-A (the “Monitoring Institutions and Roles”) will monitor and report on Implementation of the activities in the previous tranche implementation plan in accordance with their roles and responsibilities set out in Appendix 5-A. This monitoring will also be subject to independent verification as described in sub-paragraph 5(b).

7. 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:

- (a) To monitor the availability of substitutes and alternatives that further minimize impacts on the climate;
- (b) To consider, in the review of regulations standards and incentives adequate provisions that encourage introduction of such alternatives; and
- (c) 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.

8. The Executive Committee agrees that the Country may have the flexibility to reallocate the approved funds, or part of the funds, according to the evolving circumstances to achieve the smoothest reduction of consumption and phase-out of the Substances specified in Appendix 1-A.

- (a) Reallocations categorized as major changes must be documented in advance in an annual implementation plan and approved by the Executive Committee as described in sub-paragraph 5(d) above. Major changes would relate to issues potentially concerning the rules and policies of the Multilateral Fund; changes which would modify any clause of this Agreement; changes in the annual levels of funding allocated to individual bilateral or implementing agencies for the different tranches; and provision of funding for programmes or activities not included in the current endorsed annual implementation plan, or removal of an activity in the annual implementation plan, with a cost greater than 30 per cent of the total cost of the tranche;
- (b) Reallocations not categorized as major changes may be incorporated in the approved annual implementation plan, under implementation at the time, and reported to the Executive Committee in the annual implementation report;
- (c) Should the Country decide during implementation of the agreement to introduce an alternative technology other than that proposed in the approved HPMP, this would require approval by the Executive Committee as part of an Annual 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; and

- (d) Any remaining funds will be returned to the Multilateral Fund.

9. Specific attention will be paid to the execution of the activities in the refrigeration servicing sub-sector, in particular:

- (a) The Country would use the flexibility available under this Agreement to address specific needs that might arise during project implementation and
- (b) The Country and the bilateral and implementing agencies involved will take full account of the requirements of decisions 41/100 and 49/6 during the implementation of the plan.

10. 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. UNDP has agreed to be the lead implementing agency (the "Lead IA") and the Government of Australia, UNIDO and the World Bank have agreed to be the cooperating agencies under the lead of the Lead IA in respect of the Country's activities under this Agreement. The 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 any of the IA taking part in this Agreement.

11. The Lead IA will be responsible for carrying out the activities of the plan as detailed in the first submission of the HPMP with the changes approved as part of the subsequent tranche submissions, including but not limited to independent verification as per sub-paragraph 5(b). This responsibility includes the necessity to co-ordinate with the cooperating agencies to ensure appropriate timing and sequence of activities in the implementation. The cooperating agencies will support the Lead IA by implementing the activities listed in Appendix 6-B under the overall co-ordination of the Lead IA. The Lead IA and cooperating agencies have entered into a formal agreement regarding planning, reporting and responsibilities under this Agreement to facilitate a co-ordinated implementation of the Plan, including regular coordination meetings. The Executive Committee agrees, in principle, to provide the Lead IA and the cooperating agencies with the fees set out in rows 2.2, 2.4, 2.6 and 2.8 of Appendix 2-A.

12. 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 amounts set out in Appendix 7-A in respect of each ODP tonne 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 these decisions are taken, this specific case will not be an impediment for future tranches as per paragraph 5.

13. The Funding of this Agreement will not be modified on the basis of any future Executive Committee decision that may affect the funding of any other consumption sector projects or any other related activities in the Country.

14. The Country will comply with any reasonable request of the Executive Committee, the Lead IA and the cooperating agencies to facilitate implementation of this Agreement. In particular, it will provide the Lead IA and the cooperating agencies with access to information necessary to verify compliance with this Agreement.

15. The completion of the HPMP and the associated Agreement will take place at the end of the year following the last year for which a maximum allowable total consumption has been specified in Appendix 2-A. Should at that time activities be still outstanding which were foreseen in the Plan and its subsequent revisions as per sub-paragraph 5(d) and paragraph 8, the completion will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per Appendix 4-A (a), (b), (d) and (e) continue until the time of the completion if not specified by the Executive Committee otherwise.

16. All of the agreements 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.

## APPENDICES

### APPENDIX 1-A: THE SUBSTANCES

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)
HCFC-22	C	I	263.0
HCFC-141b	C	I	136.0
HCFC-123 and HCFC-225	C	I	3.2
Total			402.2

## APPENDIX 2-A: THE TARGETS, AND FUNDING

		2011	2012	2013	2014	2015	2016	2017	2018	Total
1.1	Montreal Protocol reduction schedule of Annex C, Group I substances (ODP tonnes)	n/a	n/a	402.2	402.2	362.0	362.0	362.0	362.0	n/a
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	n/a	n/a	402.2	402.2	362.0	362.0	362.0	321.8	n/a
2.1	Lead IA (UNDP) agreed funding (US \$)	4,000,000	0	4,000,000	0	456,102	0	0	445,000	8,901,102
2.2	Support costs for Lead IA (US \$)	300,000	0	300,000	0	34,208	0	0	33,375	667,583
2.3	Cooperating IA (Australia) agreed funding (US \$)	300,000	0	0	0	0	0	0	0	300,000
2.4	Support costs for Cooperating IA (US \$)	39,000	0	0	0	0	0	0	0	39,000
2.5	Cooperating IA (World Bank) agreed funding (US \$)	1,500,000	0	942,767	0	135,710	0	0	135,710	2,714,187
2.6	Support costs for Cooperating IA (US \$)	112,500	0	70,708	0	10,178	0	0	10,178	203,564
2.7	Cooperating IA (UNIDO) agreed funding (US \$)	777,395	0	0	0	0	0	0	0	777,395
2.8	Support costs for Cooperating IA (US \$)	58,305	0	0	0	0	0	0	0	58,305
3.1	Total agreed funding (US \$)	6,577,395	0	4,942,767	0	591,812	0	0	580,710	12,692,684
3.2	Total support cost (US \$)	509,805	0	370,708	0	44,386	0	0	43,553	968,452
3.3	Total agreed costs (US \$)	7,087,200	0	5,313,475	0	636,198	0	0	624,263	13,661,136
4.1.1	Total phase-out of HCFC-22 agreed to be achieved under this Agreement (ODP tonnes)									45.1
4.1.2	Phase-out of HCFC-22 to be achieved in previously approved projects (ODP tonnes)									0
4.1.3	Remaining eligible consumption for HCFC-22 (ODP tonnes)									217.9
4.2.1	Total phase-out of HCFC-141b agreed to be achieved under this Agreement (ODP tonnes)									89.9
4.2.2	Phase-out of HCFC-141b to be achieved in previously approved projects (ODP tonnes)									0
4.2.3	Remaining eligible consumption for HCFC-141b (ODP tonnes)									46.1
4.3.1	Total phase-out of HCFC-123 and HCFC-225 agreed to be achieved under this Agreement (ODP tonnes)									0
4.3.2	Phase-out of HCFC-123 and HCFC-225 to be achieved in previously approved projects (ODP tonnes)									0
4.3.3	Remaining eligible consumption for HCFC-123 and HCFC-225 (ODP tonnes)									3.2

## APPENDIX 3-A: FUNDING APPROVAL SCHEDULE

1. Funding for the future tranches will be considered for approval not earlier than the first meeting of the year specified in Appendix 2-A.

## APPENDIX 4-A: TRANCHE IMPLEMENTATION REPORTS AND PLANS

1. The submission of the Tranche Implementation Report and Plan will consist of five parts:
  - (a) A narrative report regarding the progress in the previous tranche, reflecting on 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 further highlight successes, experiences and challenges related to the different activities included in the Plan, reflecting on changes in the circumstances in the country, and providing other relevant information. The report should also include information about and justification

for any changes vis-à-vis the previously submitted tranche plan, such as delays, uses of the flexibility for reallocation of funds during implementation of a tranche, as provided for in paragraph 8 of this Agreement, or other changes. The narrative report will cover all relevant years specified in sub-paragraph 5(a) of the Agreement and can in addition also include information about activities in the current year;

- (b) A verification report of the HPMP results and the consumption of the substances mentioned in Appendix 1-A, 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;
- (c) A written description of the activities to be undertaken in the next tranche, highlighting their interdependence, and taking into account experiences made and progress achieved in the implementation of earlier tranches. The description should also include a reference to the overall Plan and progress achieved, as well as any possible changes to the overall plan foreseen. The description should cover the years specified in sub-paragraph 5(d) of the Agreement. The description should also specify and explain any revisions to the overall plan which were found to be necessary;
- (d) A set of quantitative information for the report and plan, submitted into a database. As per the relevant decisions of the Executive Committee in respect to the format required, the data should be submitted online. 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), and will cover the same time periods and activities; it will also capture the quantitative information regarding any necessary revisions of the overall plan as per sub-paragraph 1(c) above. While the quantitative information is required only for previous and future years, the format will include the option to submit in addition information regarding the current year if desired by the country and lead implementing agency; and
- (e) An Executive Summary of about five paragraphs, summarizing the information of above sub-paragraphs 1(a) to 1(d).

#### **APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES**

1. The monitoring process will be managed by the Indonesia Ministry of Environment (Kementerian Lingkungan Hidup – KLH) through the National Ozone Unit (NOU) with the assistance of the Lead IA.
2. The consumption will be monitored and determined based on official import and export data for the Substances recorded by relevant government departments.
3. The NOU shall compile and report the following data and information on an annual basis on or before the relevant due dates:
  - (a) Annual reports on consumption of the Substances to be submitted to the Ozone Secretariat; and

- (b) Annual reports on progress of implementation of HPMP to be submitted to the Executive Committee of the Multilateral Fund.
4. The Ministry of Environment and the Lead IA will engage an independent and qualified entity to carry out a qualitative and quantitative performance evaluation of the HPMP implementation.
5. The evaluating entity shall have full access to relevant technical and financial information related to implementation of the HPMP.
6. The evaluating entity shall prepare and submit to the Ministry of Environment and the Lead IA, a consolidated draft report at the end of each Tranche Implementation Plan, comprising of the findings of the evaluation and recommendations for improvements or adjustments, if any. The draft report shall include the status of the Country's compliance with the provisions of this Agreement.
7. Upon incorporating the comments and explanations as may be applicable, from Ministry of Environment, Lead IA and the cooperating agencies, the evaluating entity shall finalize the report and submit to the Ministry of Environment and Lead IA.
8. The Ministry of Environment shall endorse the final report and the Lead IA shall submit the same to the relevant meeting of the Executive Committee along with the Tranche Implementation plan and reports.

#### **APPENDIX 6-A: ROLE OF THE LEAD IMPLEMENTING AGENCY**

1. The Lead IA will be responsible for the following:
  - (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 phase-out plan;
  - (b) Assisting the Country in preparation of the Tranche Implementation Plans and subsequent reports as per Appendix 4-A;
  - (c) Providing verification to the Executive Committee that the Targets have been met and associated annual activities have been completed as indicated in the Tranche Implementation Plan consistent with Appendix 4-A;
  - (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;
  - (e) Fulfilling the reporting requirements for the tranches and the overall Plan as specified in Appendix 4-A as well as project completion reports for submission to the Executive Committee. The reporting requirements include the reporting about activities undertaken by the cooperating agencies;
  - (f) Ensuring that appropriate independent technical experts carry out the technical reviews;
  - (g) Carrying out required supervision missions;
  - (h) Ensuring the presence of an operating mechanism to allow effective, transparent implementation of the Tranche Implementation Plan and accurate data reporting;

- (i) Coordinating the activities of the cooperating agencies, and ensuring appropriate sequence of activities;
- (j) Co-ordinating implementing agencies are defined as cooperating agencies with the role of a lead agency for one or several sectors, as specified in the formal agreement between lead and cooperating agencies specified in paragraph 11 of this agreement;
- (k) Ensuring that disbursements made to the Country are based on the use of the indicators; and
- (l) Providing assistance with policy, management and technical support when required.

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), sub-paragraph 1(b) of Appendix 4-A and Appendix 5-A.

#### **APPENDIX 6-B: ROLE OF COOPERATING AGENCIES**

1. The cooperating agencies will be responsible for the following:
  - (a) Assisting the Country in the implementation and assessment of the activities funded by the cooperating agencies, and refer to the Lead IA to ensure a coordinated sequence in the activities; and
  - (b) Providing reports to the Lead IA on these activities, for inclusion in the consolidated reports as per Appendix 4-A.

#### **APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY**

1. In accordance with paragraph 12 of the Agreement, the amount of funding provided may be reduced by US \$189 per ODP tonne 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.

**Annex XXIV**

**AGREEMENT BETWEEN THE GOVERNMENT OF LEBANON AND THE EXECUTIVE  
COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION  
IN CONSUMPTION OF HYDROCHLOROFLUROCARBONS**

1. This Agreement represents the understanding of the Government of Lebanon (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 60.1 ODP tonnes prior to 1 January 2017 in compliance with Montreal Protocol schedules, with the understanding that this figure is to be revised one single time, once the baseline consumption for compliance has been established based on Article 7 data.
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 which exceeds the level defined in row 1.2 of Appendix 2-A (“Maximum allowable total consumption of Annex C, Group I Substances”) 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 which exceeds the level defined in rows 4.1.3 and 4.2.3 and 4.3.3 (remaining eligible consumption).
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 (The Targets, and Funding”) 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”).
4. 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 (“The Targets, and Funding”) of this Agreement. The aforementioned verification will be commissioned by the relevant bilateral or implementing agency.
5. The Executive Committee will not provide the Funding in accordance with the Funding Approval Schedule unless the Country satisfies the following conditions at least 60 days prior to the applicable Executive Committee meeting set out in the Funding Approval Schedule:
  - (a) That the Country has met the Targets for all relevant years. Relevant years are all years since the year in which the hydrochlorofluorocarbons phase-out management plan (HPMP) was approved. Exempt are years for which no obligation for reporting of country programme data exists at the date of the Executive Committee Meeting at which the funding request is being presented;
  - (b) That the meeting of these Targets has been independently verified, except if the Executive Committee decided that such verification would not be required;
  - (c) That the Country had submitted annual implementation reports in the form of Appendix 4-A (“Format of 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;

- (d) That the Country has submitted and received approval from the Executive Committee for an annual implementation plan in the form of Appendix 4-A (“Format of Implementation Reports and Plans”) 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; and
- (e) That, for all submissions from the 68<sup>th</sup> 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.

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 annual implementation plans in accordance with their roles and responsibilities set out in Appendix 5-A. This monitoring will also be subject to independent verification as described in paragraph 4 above.

7. The Executive Committee agrees that the Country may have the flexibility to reallocate the approved funds, or part of the funds, according to the evolving circumstances to achieve the smoothest reduction of consumption and phase-out of the Substances specified in Appendix 1-A.

- (a) Reallocations categorized as major changes must be documented in advance in an annual implementation plan and approved by the Executive Committee as described in sub-paragraph 5(d) above. Major changes would relate to issues potentially concerning the rules and policies of the Multilateral Fund; changes which would modify any clause of this Agreement; changes in the annual levels of funding allocated to individual bilateral or implementing agencies for the different tranches; and provision of funding for programmes or activities not included in the current endorsed annual implementation plan, or removal of an activity in the annual implementation plan, with a cost greater than 30 per cent of the total cost of the tranche;
- (b) Reallocations not categorized as major changes may be incorporated in the approved annual implementation plan, under implementation at the time, and reported to the Executive Committee in the annual implementation report; and
- (c) Any remaining funds will be returned to the Multilateral Fund upon closure of the last tranche of the plan.

8. Specific attention will be paid to the execution of the activities in the refrigeration servicing sub-sector, in particular:

- (a) The Country would use the flexibility available under this Agreement to address specific needs that might arise during project implementation; and
- (b) The Country and the bilateral and implementing agencies involved will take full account of the requirements of decisions 41/100 and 49/6 during the implementation of the plan.

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. UNDP has agreed to be the lead implementing agency (the “Lead IA”) in respect of the Country's activities under this Agreement. The 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 any of the agencies taking part in this Agreement.

10. The Lead IA will be responsible for carrying out the activities of the overall plan with the changes approved as part of the subsequent submissions, including but not limited to independent verification as per sub-paragraph 5(b). The Executive Committee agrees, in principle, to provide the Lead IA with the fees set out in row 2.2 of Appendix 2-A.

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 in respect of each ODP kg 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 these decisions are taken, this specific case will not be an impediment for future tranches as per paragraph 5 above.

12. The Funding of this Agreement will not be modified on the basis of any future Executive Committee decision that may affect the funding of any other consumption sector projects or any other related activities in the Country.

13. The Country will comply with any reasonable request of the Executive Committee and the Lead IA to facilitate implementation of this Agreement. In particular, it will provide the Lead IA with access to information necessary to verify compliance with this Agreement.

14. The completion of the HPMP and the associated Agreement will take place at the end of the year following the last year for which a maximum allowable total consumption has been specified in Appendix 2-A. Should at that time activities be still outstanding which were foreseen in the Plan and its subsequent revisions as per sub-paragraph 5(d) and paragraph 7, the completion will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per sub-paragraphs 1(a), 1(b), 1(d), and 1(e) of Appendix 4-A continue until the time of the completion if not specified by the Executive Committee otherwise.

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.

## APPENDICES

### APPENDIX 1-A: SUBSTANCES

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)
HCFC-22	C	I	35.4
HCFC-123	C	I	0.1
HCFC-141b	C	I	37.3
Total			72.8

## APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars	2011	2012	2013	2014	2015	2016	2017	Total
1.1	Montreal Protocol reduction schedule of Annex C, Group I substances (ODP tonnes)	n/a	n/a	72.8	72.8	65.5	65.5	65.5	n/a
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	n/a	n/a	72.8	72.8	65.5	65.5	60.1	n/a
2.1	Lead IA (UNDP) agreed funding (US \$)	1,500,000	0	745,589	0	124,760	0	124,760	2,495,109
2.2	Support costs for Lead IA (US \$)	112,500	0	55,919	0	9,357	0	9,357	187,133
3.1	Total agreed funding (US \$)	1,500,000	0	745,589	0	124,760	0	124,760	2,495,109
3.2	Total support cost (US \$)	112,500	0	55,919	0	9,357	0	9,357	187,133
3.3	Total agreed costs (US \$)	1,612,500	0	801,508	0	134,117	0	134,117	2,682,242
4.1.1	Total phase-out of HCFC-22 agreed to be achieved under this Agreement (ODP tonnes)								4.9
4.1.2	Phase-out of HCFC-22 to be achieved in previously approved projects (ODP tonnes)								0
4.1.3	Remaining eligible consumption for HCFC-22 (ODP tonnes)								30.5
4.2.1	Total phase-out of HCFC-123 agreed to be achieved under this Agreement (ODP tonnes)								0
4.2.2	Phase-out of HCFC-123 to be achieved in previously approved projects (ODP tonnes)								0
4.2.3	Remaining eligible consumption for HCFC-123 (ODP tonnes)								0.1
4.3.1	Total phase-out of HCFC-141b agreed to be achieved under this Agreement (ODP tonnes)								15.1
4.3.2	Phase-out of HCFC-141b to be achieved in previously approved projects (ODP tonnes)								0
4.3.3	Remaining eligible consumption for HCFC-141b (ODP tonnes)								22.2

## APPENDIX 3-A: FUNDING APPROVAL SCHEDULE

1. Funding for the future tranches will be considered for approval not earlier than the second meeting of the year specified in Appendix 2-A.

## APPENDIX 4-A: FORMAT OF IMPLEMENTATION REPORTS AND PLANS

1. The submission of the Implementation Report and Plan for each tranche request will consist of five parts:

- (a) A narrative report regarding the progress since the approval of the previous tranche, reflecting on 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 further highlight successes, experiences and challenges related to the different activities included in the Plan, reflecting on changes in the circumstances in the Country, and providing other relevant information. The report should also include information about and justification for any changes vis-à-vis the previously submitted tranche plan, 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. The narrative report will cover all relevant years specified in sub-paragraph 5(a) of the Agreement and can in addition also include information about activities in the current year;

- (b) A verification report of the HPMP results and the consumption of the Substances mentioned in Appendix 1-A, 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;
- (c) A written description of the activities to be undertaken until the planned submission of the next tranche request, highlighting their interdependence, and taking into account experiences made and progress achieved in the implementation of earlier tranches. The description should also include a reference to the overall plan and progress achieved, as well as any possible changes to the overall plan foreseen. The description should cover the years specified in sub-paragraph 5(d) of the Agreement. The description should also specify and explain any revisions to the overall plan which were found to be necessary;
- (d) A set of quantitative information for the report and plan, submitted into a database. As per the relevant decisions of the Executive Committee in respect to the format required, the data should be submitted online. 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), and will cover the same time periods and activities; it will also capture the quantitative information regarding any necessary revisions of the overall plan as per sub-paragraph 1(c) above. While the quantitative information is required only for previous and future years, the format will include the option to submit in addition information regarding the current year if desired by the Country and the Lead IA; and
- (e) An Executive Summary of about five paragraphs, summarizing the information of above sub-paragraphs 1(a) to 1(d).

#### **APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES**

1. The monitoring process will be managed by the Ministry of Environment through the National Ozone Unit (NOU) with the assistance of the Lead IA.
2. The consumption will be monitored and determined based on official import and export data for the Substances recorded by relevant government departments.
3. The NOU shall compile and report the following data and information on an annual basis on or before the relevant due dates:
  - (a) Annual reports on consumption of the Substances to be submitted to the Ozone Secretariat; and
  - (b) Annual reports on progress of implementation of the HPMP to be submitted to the Executive Committee of the Multilateral Fund.
4. The NOU and Lead IA will engage an independent and qualified entity to carry out a qualitative and quantitative performance evaluation of the HPMP implementation.
5. The evaluating entity shall have full access to relevant technical and financial information related to implementation of the HPMP.

6. The evaluating entity shall prepare and submit to the NOU and the Lead IA, a consolidated draft report at the end of each annual implementation plan, comprising of the findings of the evaluation and recommendations for improvements or adjustments, if any. The draft report shall include the status of the Country's compliance with the provisions of this Agreement.

7. Upon incorporating the comments and explanations as may be applicable, from the NOU and Lead IA, the evaluating entity shall finalize the report and submit to the NOU and Lead IA.

8. The NOU shall endorse the final report and the Lead IA shall submit the same to the relevant meeting of the Executive Committee along with the annual implementation plan and reports.

#### **APPENDIX 6-A: ROLE OF THE LEAD IMPLEMENTING AGENCY**

1. The Lead IA will be responsible for a range of activities. These can be specified in the project document further, but include at least the following:

- (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;
- (b) Assisting the Country in preparation of the Implementation Plans and subsequent reports as per Appendix 4-A;
- (c) Providing verification to the Executive Committee that the Targets have been met and associated annual activities have been completed as indicated in the Implementation Plan consistent with Appendix 4-A;
- (d) Ensuring that the experiences and progress is reflected in updates of the overall plan and in future annual implementation plans consistent with sub-paragraphs 1(c) and 1(d) of Appendix 4-A;
- (e) Fulfilling the reporting requirements for the annual implementation reports, annual implementation plans and the overall plan as specified in Appendix 4-A for submission to the Executive Committee;
- (f) Ensuring that appropriate independent technical experts carry out the technical reviews;
- (g) Carrying out required supervision missions;
- (h) Ensuring the presence of an operating mechanism to allow effective, transparent implementation of the Implementation Plan and accurate data reporting;
- (i) 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, the allocation of the reductions to the different budget items and to the funding of each implementing or bilateral agency involved;
- (j) Ensuring that disbursements made to the Country are based on the use of the indicators; and
- (k) Providing assistance with policy, management and technical support when required.

2. After consultation with the Country and taking into account any views expressed, the Lead IA will select and mandate an independent organization 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.

**APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY**

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US \$250 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.

**Annex XXV**

**AGREEMENT BETWEEN THE GOVERNMENT OF MEXICO AND THE EXECUTIVE  
COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN  
CONSUMPTION OF HYDROCHLOROFLUOROCARBONS**

1. This Agreement represents the understanding of the Government of Mexico 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 804.2 ODP tonnes by 1 January 2018 in compliance with Montreal Protocol schedule, with the understanding that this figure is to be revised one single time, once the baseline consumption for compliance has been established based on Article 7 data.
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 which exceeds the level defined in row 1.2 of Appendix 2-A (“Maximum allowable total consumption of Annex C, Group I Substances”) 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 which exceeds the level defined in rows 4.1.3, 4.2.3, 4.3.3, 4.4.3 and 4.5.3 (remaining eligible consumption).
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 (“The Targets, and Funding”) 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”).
4. 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 (“The Targets, and Funding”) of this Agreement. The aforementioned verification will be commissioned by the relevant bilateral or implementing agency.
5. The Executive Committee will not provide the Funding in accordance with the Funding Approval Schedule unless the Country satisfies the following conditions at least 60 days prior to the applicable Executive Committee meeting set out in the Funding Approval Schedule:
  - (a) That the Country has met the Targets for all relevant years. Relevant years are all years since the year in which the hydrochlorofluorocarbons phase-out management plan (HPMP) was approved. Exempt are years for which no obligation for reporting of country programme data exists at the date of the Executive Committee Meeting at which the funding request is being presented;
  - (b) That the meeting of these Targets has been independently verified, except if the Executive Committee decided that such verification would not be required;
  - (c) That the Country had submitted annual implementation reports in the form of Appendix 4-A (“Format of 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;

- (d) That the Country has submitted and received approval from the Executive Committee for an annual implementation plan in the form of Appendix 4-A (“Format of Implementation Reports and Plans”) 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; and
- (e) That, for all submissions from the 68<sup>th</sup> 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.

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 annual implementation plans in accordance with their roles and responsibilities set out in Appendix 5-A. This monitoring will also be subject to independent verification as described in paragraph 4 above.

7. The Executive Committee agrees that the Country may have the flexibility to reallocate the approved funds, or part of the funds, according to the evolving circumstances to achieve the smoothest reduction of consumption and phase-out of the Substances specified in Appendix 1-A.

- (a) Reallocations categorized as major changes must be documented in advance in an annual implementation plan and approved by the Executive Committee as described in sub-paragraph 5(d) above. Major changes would relate to issues potentially concerning the rules and policies of the Multilateral Fund; changes which would modify any clause of this Agreement; changes in the annual levels of funding allocated to individual bilateral or implementing agencies for the different tranches; and provision of funding for programmes or activities not included in the current endorsed annual implementation plan, or removal of an activity in the annual implementation plan, with a cost greater than 30 per cent of the total cost of the tranche;
- (b) Reallocations not categorized as major changes may be incorporated in the approved annual implementation plan, under implementation at the time, and reported to the Executive Committee in the annual implementation report;
- (c) Any enterprise to be converted to non HCFC technology included in the approved HPMP and that would be found to be ineligible under the guidelines of the Multilateral Fund (i.e., due to foreign ownership or establishment post the 21 September 2007 cut-off date), will not receive assistance. This information would be reported to the Executive Committee as part of the Annual Implementation Plan;
- (d) The Country commits to examining the possibility of using pre-blended hydrocarbon systems instead of blending them in-house, for those foam enterprises covered under the umbrella project, should this be technically viable, economically feasible and acceptable to the enterprises; and
- (e) Any remaining funds will be returned to the Multilateral Fund.

8. Specific attention will be paid to the execution of the activities in the refrigeration servicing sub-sector, in particular:

- (a) The Country would use the flexibility available under this Agreement to address specific needs that might arise during project implementation; and
- (b) The Country and the bilateral and implementing agencies involved will take full account of the requirements of decisions 41/100 and 49/6 during the implementation of the plan.

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. UNIDO has agreed to be the lead implementing agency (the “Lead IA”) and UNDP has agreed to be the cooperating implementing agency (the “Cooperating IA”) under the lead of the Lead IA in respect of the Country’s activities under this Agreement. The 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 any of the agencies taking part in this Agreement.

10. The Lead IA will be responsible for carrying out the activities of the overall plan with the changes approved as part of the subsequent submissions, including but not limited to independent verification as per sub-paragraph 5(b). This responsibility includes the necessity to co-ordinate with the Cooperating IA to ensure appropriate timing and sequence of activities in the implementation. The Cooperating IA will support the Lead IA by implementing the activities listed in Appendix 6-B under the overall co-ordination of the Lead IA. The Lead IA and Cooperating IA have reached consensus on the arrangements regarding inter-agency planning, reporting and responsibilities under this Agreement to facilitate a co-ordinated implementation of the Plan, including regular co-ordination meetings. The Executive Committee agrees, in principle, to provide the Lead IA and the Cooperating IA with the fees set out in rows 2.2 and 2.4 of Appendix 2-A.

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 in respect of each ODP kg 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 these decisions are taken, this specific case will not be an impediment for future tranches as per paragraph 5 above.

12. The Funding of this Agreement will not be modified on the basis of any future Executive Committee decision that may affect the funding of any other consumption sector projects or any other related activities in the Country.

13. The Country will comply with any reasonable request of the Executive Committee, the Lead IA and the Cooperating IA to facilitate implementation of this Agreement. In particular, it will provide the Lead IA and the Cooperating IA with access to information necessary to verify compliance with this Agreement.

14. The completion of the HPMP and the associated Agreement will take place at the end of the year following the last year for which a maximum allowable total consumption has been specified in

Appendix 2-A. Should at that time activities be still outstanding which were foreseen in the Plan and its subsequent revisions as per sub-paragraph 5(d) and paragraph 7, the completion will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per sub-paragraphs 1(a), 1(b), 1(d), and 1(e) of Appendix 4-A continue until the time of the completion if not specified by the Executive Committee otherwise.

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.

## APPENDICES

### APPENDIX 1-A: THE SUBSTANCES

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)
HCFC-22	C	I	392.8
HCFC-141b	C	I	820.6
HCFC-142b	C	I	1.0
HCFC-123	C	I	0.3
HCFC-124	C	I	0.1
Total	C	I	1,214.8

### APPENDIX 2-A: THE TARGETS, AND FUNDING

		2009	2011	2012	2013	2014	2015	2016	2017	2018	Total
1.1	Montreal Protocol reduction schedule of Annex C, Group I substances (ODP tonnes)			n/a	1,148.8	1,148.8	1,033.9	1,033.9	1,033.9	1,033.9	n/a
1.2	Maximum allowable total consumption of Annex C Group I substances (ODP tonnes)				1,148.8	1,148.8	1,033.9	1,033.9	1,033.9	804.2	n/a
2.1	Lead IA (UNIDO) agreed funding (US \$)	0	2,792,526	695,011	578,341	120,000	226,317	0	0	0	4,412,195
2.2	Support costs for Lead IA (US \$)	0	209,439	52,126	43,376	9,000	16,974	0	0	0	330,915
2.3	Cooperating IA (UNDP) agreed funding (US \$)	2,428,987	2,502,526	3,800,000	3,800,000	0	1,122,503	0	0	0	13,654,016
2.4	Support costs for Cooperating IA (US \$)	182,174	187,689	285,000	285,000	0	84,188	0	0	0	1,024,051
3.1	Total agreed funding (US \$)	2,428,987	5,295,052	4,495,011	4,378,341	120,000	1,348,820	0	0	0	18,066,211
3.2	Total support costs (US \$)	182,174	397,128	337,126	328,376	9,000	101,162	0	0	0	1,354,966
3.3	Total agreed costs (US \$)	2,611,161*	5,692,180**	4,832,137	4,706,717	129,000	1,449,982	0	0	0	19,421,177
4.1.1	Total phase-out of HCFC-22 agreed to be achieved under this Agreement (ODP tonnes)										4.7
4.1.2	Phase-out of HCFC-22 to be achieved in previously approved projects (ODP tonnes) (*)										20.1
4.1.3	Remaining eligible consumption for HCFC-22 (ODP tonnes)										368.0
4.2.1	Total phase-out of HCFC-141b agreed to be achieved under this Agreement (ODP tonnes)										345.8
4.2.2	Phase-out of HCFC-141b to be achieved in previously approved projects (ODP tonnes) (**)										46.7
4.2.3	Remaining eligible consumption for HCFC-141b (ODP tonnes)										428.1
4.3.1	Total phase-out of HCFC-142b agreed to be achieved under this Agreement (ODP tonnes)										0.0
4.3.2	Phase-out of HCFC-142b to be achieved in previously approved projects (ODP tonnes)										0.0

4.3.3	Remaining eligible consumption for HCFC-142b (ODP tonnes)	1.0
4.4.1	Total phase-out of HCFC-123 agreed to be achieved under this Agreement (ODP tonnes)	0.0
4.4.2	Phase-out of HCFC-123 to be achieved in previously approved projects (ODP tonnes)	0.0
4.4.3	Remaining eligible consumption for HCFC-123 (ODP tonnes)	0.3
4.5.1	Total phase-out of HCFC-124 agreed to be achieved under this Agreement (ODP tonnes)	0.0
4.5.2	Phase-out of HCFC-124 to be achieved in previously approved projects (ODP tonnes)	0.0
4.5.3	Remaining eligible consumption for HCFC-124 (ODP tonnes)	0.1

(\*) Approved at the 59<sup>th</sup> meeting for UNDP for Mabe.

(\*\*) US \$559,985 approved at the 63<sup>rd</sup> meeting for UNIDO for Silimex.

### APPENDIX 3-A: FUNDING APPROVAL SCHEDULE

1. Funding for the future tranches will be considered for approval not earlier than the second meeting of the year specified in Appendix 2-A.

### APPENDIX 4-A: FORMAT OF IMPLEMENTATION REPORTS AND PLANS

1. The submission of the Implementation Report and Plan for each tranche request will consist of five parts:

- (a) A narrative report regarding the progress since the approval of the previous tranche, reflecting on 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 further highlight successes, experiences and challenges related to the different activities included in the Plan, reflecting on changes in the circumstances in the Country, and providing other relevant information. The report should also include information about and justification for any changes vis-à-vis the previously submitted tranche plan, 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. The narrative report will cover all relevant years specified in sub-paragraph 5(a) of the Agreement and can in addition also include information about activities in the current year;
- (b) A verification report of the HPMP results and the consumption of the Substances mentioned in Appendix 1-A, 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;
- (c) A written description of the activities to be undertaken until the planned submission of the next tranche request, highlighting their interdependence, and taking into account experiences made and progress achieved in the implementation of earlier tranches. The description should also include a reference to the overall plan and progress achieved, as well as any possible changes to the overall plan foreseen. The description should cover the years specified in sub-paragraph 5(d) of the Agreement. The description should also specify and explain any revisions to the overall plan which were found to be necessary;
- (d) A set of quantitative information for the report and plan, submitted into a database. As per the relevant decisions of the Executive Committee in respect to the format required, the data should be submitted online. 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), and will cover the same time periods and activities; it will also capture the quantitative information regarding any necessary revisions of the overall plan as per sub-paragraph 1(c) above. While the quantitative information is required only for previous and future years, the format will include the option to submit in addition information regarding the current year if desired by the Country and the Lead IA; and

- (e) An Executive Summary of about five paragraphs, summarizing the information of above sub-paragraphs 1(a) to 1(d).

## **APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES**

1. The Ministry of the Environment and Natural Resources (SEMARNAT) is in charge of the protection, restoration and conservation of all ecosystems, natural resources and environmental services in order to promote a sustainable development. It is also responsible for carrying out national policies regarding climate change and ozone layer protection. The National Ozone Unit (under SEMARNAT) monitors the consumption and production of all ozone depleting substances (ODS) through regional teams. Inspections at converted companies to non-ODS technologies are foreseen to ensure the non uses of ODS after project completion.

2. The Government of Mexico has offered and intends to offer continuity of activities and endorsement for the projects through the institutional support over the next years. This will guarantee the success of any activity approved for Mexico.

3. Close monitoring of all activities and coordination between stakeholders is an essential element of the HPMP and key to reach compliance. There will be regular coordination meetings with industry stakeholders, HCFC importers, Government stakeholders (i.e., Ministries of Economy, Energy and Health), various industrial associations, and all sectors involved, in order to enact the necessary agreements and measures to carry out the investment and non-investment activities on time and in a coordinated manner. In the manufacturing sector the implementation process and the achievement of the phase-out will be monitored through site visits at enterprise level.

4. Yearly monitoring will be carried out through the ODS licensing and quota system. Verification site visits will be undertaken by independent international experts.

## **APPENDIX 6-A: ROLE OF THE LEAD IMPLEMENTING AGENCY**

1. The Lead IA will be responsible for a range of activities. These can be specified in the project document further, but include at least the following:

- (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;
- (b) Assisting the Country in preparation of the Implementation Plans and subsequent reports as per Appendix 4-A;
- (c) Providing verification to the Executive Committee that the Targets have been met and associated annual activities have been completed as indicated in the Implementation Plan consistent with Appendix 4-A;

- (d) Ensuring that the experiences and progress is reflected in updates of the overall plan and in future annual implementation plans consistent with sub-paragraphs 1(c) and 1(d) of Appendix 4-A;
- (e) Fulfilling the reporting requirements for the annual implementation reports, annual implementation plans and the overall plan as specified in Appendix 4-A for submission to the Executive Committee. The reporting requirements include the reporting about activities undertaken by the Cooperating IA;
- (f) Ensuring that appropriate independent technical experts carry out the technical reviews;
- (g) Carrying out required supervision missions;
- (h) Ensuring the presence of an operating mechanism to allow effective, transparent implementation of the Implementation Plan and accurate data reporting;
- (i) Co-ordinating the activities of the Cooperating IA, and ensuring appropriate sequence of activities;
- (j) 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, the allocation of the reductions to the different budget items and to the funding of each implementing or bilateral agency involved;
- (k) Ensuring that disbursements made to the Country are based on the use of the indicators; and
- (l) Providing assistance with policy, management and technical support when required.

2. After consultation with the Country and taking into account any views expressed, the Lead IA will select and mandate an independent organization 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.

## **APPENDIX 6-B: ROLE OF THE COOPERATING IMPLEMENTING AGENCY**

1. The Cooperating IA will be responsible for a range of activities. These activities are specified in the overall plan further, but include at least the following:
- (a) Providing policy development assistance when required;
  - (b) Assisting the Country in the implementation and assessment of the activities funded by the Cooperating IA, and refer to the Lead IA to ensure a co-ordinated sequence in the activities; and
  - (c) Providing reports to the Lead IA on these activities, for inclusion in the consolidated reports as per Appendix 4-A.

**APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY**

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US \$87 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.

**Annex XXVI**

**AGREEMENT BETWEEN THE GOVERNMENT OF TRINIDAD AND TOBAGO AND  
THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE  
REDUCTION IN CONSUMPTION OF HYDROCHLOROFLUOROCARBONS**

1. This Agreement represents the understanding of the Government of Trinidad and Tobago (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 28.5 ODP tonnes by 1 January 2020 in compliance with Montreal Protocol schedules, with the understanding that this figure is to be revised one single time, once the baseline consumption for compliance has been established based on Article 7 data, with the funding to be adjusted accordingly, as per decision 60/44.
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 which exceeds the level defined in row 1.2 of Appendix 2-A (“Maximum allowable total consumption of Annex C, Group I Substances”) 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 which exceeds the level defined in rows 4.1.3 and 4.2.3 (remaining eligible consumption).
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 (“The Targets, and Funding”) 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”).
4. 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 (“The Targets, and Funding”) of this Agreement. The aforementioned verification will be commissioned by the relevant bilateral or implementing agency.
5. The Executive Committee will not provide the Funding in accordance with the Funding Approval Schedule unless the Country satisfies the following conditions at least 60 days prior to the applicable Executive Committee meeting set out in the Funding Approval Schedule:
  - (a) That the Country has met the Targets for all relevant years. Relevant years are all years since the year in which the hydrochlorofluorocarbons phase-out management plan (HPMP) was approved. Exempt are years for which no obligation for reporting of country programme data exists at the date of the Executive Committee Meeting at which the funding request is being presented;
  - (b) That the meeting of these Targets has been independently verified, except if the Executive Committee decided that such verification would not be required;

- (c) That the Country had submitted annual implementation reports in the form of Appendix 4-A (“Format of 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;
- (d) That the Country has submitted and received approval from the Executive Committee for an annual implementation plan in the form of Appendix 4-A (“Format of Implementation Reports and Plans”) 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; and
- (e) That, for all submissions from the 68<sup>th</sup> 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.

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 annual implementation plans in accordance with their roles and responsibilities set out in Appendix 5-A. This monitoring will also be subject to independent verification as described in paragraph 4 above.

7. The Executive Committee agrees that the Country may have the flexibility to reallocate the approved funds, or part of the funds, according to the evolving circumstances to achieve the smoothest reduction of consumption and phase-out of the Substances specified in Appendix 1-A.

- (a) Reallocations categorized as major changes must be documented in advance in an annual implementation plan and approved by the Executive Committee as described in sub-paragraph 5(d) above. Major changes would relate to issues potentially concerning the rules and policies of the Multilateral Fund; changes which would modify any clause of this Agreement; changes in the annual levels of funding allocated to individual bilateral or implementing agencies for the different tranches; and provision of funding for programmes or activities not included in the current endorsed annual implementation plan, or removal of an activity in the annual implementation plan, with a cost greater than 30 per cent of the total cost of the tranche;
- (b) Reallocations not categorized as major changes may be incorporated in the approved annual implementation plan, under implementation at the time, and reported to the Executive Committee in the annual implementation report; and
- (c) Any remaining funds will be returned to the Multilateral Fund upon closure of the last tranche of the plan.

8. Specific attention will be paid to the execution of the activities in the refrigeration servicing sub-sector, in particular:

- (a) The Country would use the flexibility available under this Agreement to address specific needs that might arise during project implementation; and

- (b) The Country and the bilateral and implementing agencies involved will take full account of the requirements of decisions 41/100 and 49/6 during the implementation of the plan.

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. UNDP has agreed to be the lead implementing agency (the “Lead IA”) in respect of the Country’s activities under this Agreement. The 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 any of the agencies taking part in this Agreement.

10. The Lead IA will be responsible for carrying out the activities of the overall plan with the changes approved as part of the subsequent submissions, including but not limited to independent verification as per sub-paragraph 5(b). The Executive Committee agrees, in principle, to provide the Lead IA with the fees set out in row 2.2.

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 in respect of each ODP kg 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 these decisions are taken, this specific case will not be an impediment for future tranches as per paragraph 5 above.

12. The Funding of this Agreement will not be modified on the basis of any future Executive Committee decision that may affect the funding of any other consumption sector projects or any other related activities in the Country.

13. The Country will comply with any reasonable request of the Executive Committee and the Lead IA to facilitate implementation of this Agreement. In particular, it will provide the Lead IA with access to information necessary to verify compliance with this Agreement.

14. The completion of the HPMP and the associated Agreement will take place at the end of the year following the last year for which a maximum allowable total consumption has been specified in Appendix 2-A. Should at that time activities be still outstanding which were foreseen in the Plan and its subsequent revisions as per sub-paragraph 5(d) and paragraph 7, the completion will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per sub-paragraphs 1(a), 1(b), 1(d), and 1(e) of Appendix 4-A continue until the time of the completion if not specified by the Executive Committee otherwise.

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.

## APPENDICES

### APPENDIX 1-A: THE SUBSTANCES

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)
HCFC-22	C	I	43.3
HCFC-123	C	I	0.1
HCFC-124	C	I	0.5
HCFC-141b	C	I	2.3
<b>Total</b>			<b>46.2</b>

### APPENDIX 2-A: THE TARGETS, AND FUNDING

		2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	Total
1.1	Montreal Protocol reduction schedule of Annex C, Group I substances (ODP tonnes)	n/a	n/a	46.2	46.2	41.6	41.6	41.6	41.6	41.6	30.0	n/a
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	n/a	n/a	46.2	46.2	39.5	39.5	39.5	39.5	39.5	28.5	n/a
2.1	Lead IA (UNDP) agreed funding (US \$)	559,900	0	198,000	0	471,833	0	145,000	0	0	88,000	1,462,733
2.2	Support costs for Lead IA (US \$)	41,993	0	14,850	0	35,387	0	10,875	0	0	6,600	109,705
3.1	Total agreed funding (US \$)	559,900	0	198,000	0	471,833	0	145,000	0	0	88,000	1,462,733
3.2	Total support costs (US \$)	41,993	0	14,850	0	35,387	0	10,875	0	0	6,600	109,705
3.3	Total agreed costs (US \$)	601,893	0	212,850	0	507,220	0	155,875	0	0	94,600	1,572,438
4.1.1	Total phase-out of HCFC-22, HCFC-123, HCFC-124 agreed to be achieved under this Agreement (ODP tonnes)											15.4
4.1.2	Phase-out of HCFCs to be achieved in previously approved projects (ODP tonnes)											0.0
4.1.3	Remaining eligible consumption for HCFCs mentioned in 4.1.1 (ODP tonnes)											28.5
4.2.1	Total phase-out of HCFC-141b agreed to be achieved under this agreement (ODP tonnes)											2.5
4.2.2	Phase-out of HCFC-141b to be achieved in previously approved projects (ODP tonnes)											0.0
4.2.3	Remaining eligible consumption for HCFC-141b (ODP tonnes)											0.0

### **APPENDIX 3-A: FUNDING APPROVAL SCHEDULE**

1. Funding for the future tranches will be considered for approval not earlier than the second meeting of the year specified in Appendix 2-A.

### **APPENDIX 4-A: FORMAT OF IMPLEMENTATION REPORTS AND PLANS**

1. The submission of the Implementation Report and Plan for each tranche request will consist of five parts:

- (a) A narrative report regarding the progress since the approval of the previous tranche, reflecting on 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 further highlight successes, experiences and challenges related to the different activities included in the Plan, reflecting on changes in the circumstances in the Country, and providing other relevant information. The report should also include information about and justification for any changes vis-à-vis the previously submitted tranche plan, 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. The narrative report will cover all relevant years specified in sub-paragraph 5(a) of the Agreement and can in addition also include information about activities in the current year;
- (b) A verification report of the HPMP results and the consumption of the Substances mentioned in Appendix 1-A, 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;
- (c) A written description of the activities to be undertaken until the planned submission of the next tranche request, highlighting their interdependence, and taking into account experiences made and progress achieved in the implementation of earlier tranches. The description should also include a reference to the overall plan and progress achieved, as well as any possible changes to the overall plan foreseen. The description should cover the years specified in sub-paragraph 5(d) of the Agreement. The description should also specify and explain any revisions to the overall plan which were found to be necessary;
- (d) A set of quantitative information for the report and plan, submitted into a database. As per the relevant decisions of the Executive Committee in respect to the format required, the data should be submitted online. 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), and will cover the same time periods and activities; it will also capture the quantitative information regarding any necessary revisions of the overall plan as per sub-paragraph 1(c) above. While the quantitative information is required only for previous and future years, the format will include the option to submit in addition information regarding the current year if desired by the Country and the Lead IA; and
- (e) An Executive Summary of about five paragraphs, summarizing the information of above sub-paragraphs 1(a) to 1(d).

## **APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES**

1. The monitoring activities will be carried out within the HPMP implementation, monitoring and control project, and will include the implementation of all the projects within the HPMP, the regular monitoring of the project implementation and results, the production of periodic reports on project results in order to facilitate corrective actions, the production of timely project progress reports to the Executive Committee, and regular monitoring of market developments and trends at the national and international levels.

## **APPENDIX 6-A: ROLE OF THE LEAD IMPLEMENTING AGENCY**

1. The Lead IA will be responsible for a range of activities. These can be specified in the project document further, but include at least the following:

- (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;
- (b) Assisting the Country in preparation of the Implementation Plans and subsequent reports as per Appendix 4-A;
- (c) Providing verification to the Executive Committee that the Targets have been met and associated annual activities have been completed as indicated in the Implementation Plan consistent with Appendix 4-A;
- (d) Ensuring that the experiences and progress is reflected in updates of the overall plan and in future annual implementation plans consistent with sub-paragraphs 1(c) and 1(d) of Appendix 4-A;
- (e) Fulfilling the reporting requirements for the annual implementation reports, annual implementation plans and the overall plan as specified in Appendix 4-A for submission to the Executive Committee;
- (f) Ensuring that appropriate independent technical experts carry out the technical reviews;
- (g) Carrying out required supervision missions;
- (h) Ensuring the presence of an operating mechanism to allow effective, transparent implementation of the Implementation Plan and accurate data reporting;
- (i) 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, the allocation of the reductions to the different budget items and to the funding of each implementing or bilateral agency involved;
- (j) Ensuring that disbursements made to the Country are based on the use of the indicators; and
- (k) Providing assistance with policy, management and technical support when required.

2. After consultation with the Country and taking into account any views expressed, the Lead IA will select and mandate an independent organization 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.

**APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY**

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by 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.

**Annex XXVII**

**AGREEMENT BETWEEN THE GOVERNMENT OF CHINA AND THE EXECUTIVE  
COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN  
CONSUMPTION OF HYDROCHLOROFLUOROCARBONS**

1. This Agreement represents the understanding of the Government of China (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 17,468.0 ODP tonnes by 1 January 2015 in compliance with Montreal Protocol schedules, with the understanding that this figure is to be revised one single time, once the baseline consumption for compliance has been established based on Article 7 data.

2. The Country agrees to meet the annual consumption limits of the Substances as set out in row 1.2 (“Maximum allowable total consumption of Annex C, Group I substances”) 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 rows 4.1.3, 4.2.3, 4.3.3, 4.4.3, 4.5.3, and 4.6.3 (remaining eligible consumption).

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 (“The Targets, and Funding”) 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”).

4. The Country agrees to implement this Agreement in accordance with the HCFC phase-out sector plans submitted and the commitments specified in Appendix 8-A. In accordance with sub-paragraphs 5(a)(ii) and 5(b)(i) of this Agreement, the Country will accept independent verification of completion of the conversion of manufacturing capacity as well as achievement of the annual consumption limits of the Substances as set out in row 1.2 of Appendix 2-A of this Agreement.

5. The Executive Committee will not provide the Funding in accordance with the Funding Approval Schedule unless the Country satisfies the following conditions at least eight weeks<sup>1</sup> in advance of the applicable Executive Committee meeting set out in the Funding Approval Schedule:

- (a) For the release of any tranche:
  - (i) That the Country had 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 no obligation for reporting of country programme data exists at the date of the Executive Committee meeting at which the funding request is being presented are exempted;
  - (ii) That the meeting of these Targets has been independently verified, unless the Executive Committee decided that such verification would not be required; and

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<sup>1</sup> Tranches with requested level of funding of more than US \$5 million should be submitted in full 12 weeks in advance to the applicable Executive Committee meeting in line with decision 20/7.

- (iii) That, for all submissions from the 68<sup>th</sup> 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;
- (b) Conditions to be met as a precondition for the release of tranches for a sector plan:
  - (i) For sector plans with activities that include the conversion of manufacturing capacity, the Country has submitted a verification report of a random sample of at least 5 per cent of the manufacturing lines which had completed their conversion in the year to be verified, on the understanding that the total aggregated HCFC consumption of the random sample of the manufacturing lines represents at least 10 per cent of the sector consumption phased out in that year;
  - (ii) That the Country had submitted annual implementation reports in the form of Appendix 4-A ("Format of 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
  - (iii) That the Country has submitted an annual implementation plan for the respective sector in the form of Appendix 4-A ("Format of Implementation Reports and Plans") 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.

6. The Country will ensure that it conducts accurate monitoring of its activities under this Agreement, and will also establish and maintain a system to monitor the consumption in the different sectors, to ensure compliance with the sector consumption limits set out in rows 1.3.1, 1.3.2, 1.3.3 and 1.3.4 of Appendix 2-A. The details of the monitoring arrangements will be prepared by the Country separately and submitted for approval by the Executive Committee, for subsequent inclusion in Appendix 5-A.

7. The Executive Committee agrees that the Country may have the flexibility to reallocate the approved funds, or part of the funds, within the funding foreseen for each sector according to the evolving circumstances to achieve the smoothest reduction of consumption and phase-out of the Substances specified in Appendix 1-A:

- (a) Should the Country decide during implementation of this Agreement to introduce alternative technologies other than those proposed in the sector plans submitted, or implement differently as proposed in those sector plans, this would require approval of those changes as part of an annual implementation plan. The documentation can also be provided as part of a revision to an existing annual implementation plan, to be submitted eight weeks prior to any meeting of the Executive Committee. Such a request would include a description of the changes in activities to implement the new alternative technology, the calculation of the associated incremental costs and the impact on the climate. 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;

- (b) Reallocations categorized as major changes must be documented in advance in an Annual Implementation Plan and approved by the Executive Committee as described in sub-paragraph 5(b)(iii) above. The documentation can also be provided as part of a revision to an existing annual implementation plan, to be submitted eight weeks prior to any meeting of the Executive Committee. Major changes would relate to:
  - (i) Issues potentially concerning the rules and policies of the Multilateral Fund;
  - (ii) Modifications to any clause in this Agreement;
  - (iii) Changes in the annual levels of funding allocated to individual bilateral or implementing agencies for the different tranches on a sector level;
  - (iv) Provision of funding for programmes or activities not included in the current endorsed annual implementation plan with a cost greater than 20 per cent of the total cost of the last approved tranche or US \$2.5 million, whichever is lower; and
  - (v) Removal of activities in the annual implementation plan with a cost greater than 20 per cent of the total cost of the last approved tranche or US \$2.5 million, whichever is lower;
- (c) Reallocations not categorized as major changes may be incorporated in the approved annual implementation plan, under implementation at the time, and reported to the Executive Committee in the subsequent annual implementation report; and
- (d) Any remaining funds will be returned to the Multilateral Fund upon completion of the last tranche of the Agreement.

8. 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. UNDP has agreed to be the lead implementing agency (the “Lead IA”), and the Government of Germany, the Government of Japan, UNIDO, UNEP and the World Bank have agreed to be cooperating agencies (“Cooperating IAs) in respect of the Country’s activities under this Agreement. The 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 any of the agencies taking part in this Agreement.

9. The Lead IA will be responsible for ensuring co-ordinated planning, implementation and reporting of all activities under this Agreement across all relevant sectors, including but not limited to independent verification as per sub-paragraph 5(b)(i), and implementing the activities related to the role as the Lead IA described in Appendix 6-A and the activities as a sector Lead IA described in Appendix 6-B. The World Bank will be responsible for carrying out the independent verification as per sub-paragraph 5(a)(ii), and implementing additional activities regarding its role as a sector Lead IA described in Appendix 6-D. The Government of Germany, UNIDO and UNEP will be responsible for carrying out the activities in the respective Sector Plans described in Appendices 6-C, 6-E and 6-F, respectively, and their subsequent revisions as per sub-paragraph 5(b)(iii) and paragraph 7. The Government of Japan as the “Cooperating IA” will be responsible for carrying out the activities described in Appendix 6-G. The Executive Committee agrees, in principle, to provide the Lead IA and the Cooperating IAs with the fees set out in rows 2.1.2, 2.2.2, 2.2.4, 2.3.2, 2.4.2, 2.5.2, 2.5.4, and 2.6.2 of Appendix 2-A.

10. 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 in respect of each ODP kg 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 these decisions are taken, this specific case will not be an impediment for future tranches as per paragraph 5 above.

11. The Funding of this Agreement will not be modified on the basis of any future Executive Committee decision that may affect the funding of any other consumption sector projects or any other related activities in the Country, with the sole exception of funding for a solvent sector plan, which may be appended to this Agreement at a later time.

12. The Country will comply with any reasonable request of the Executive Committee, the Lead IA, the sector Lead IAs and the Cooperating IAs to facilitate implementation of this Agreement. In particular, it will provide the Lead IA, the sector Lead IAs and the Cooperating IAs with access to the information necessary to verify compliance with this Agreement.

13. The completion of stage I of the HPMP and the associated Agreement will take place at the end of the year following the last year for which a maximum allowable total consumption level has been specified in Appendix 2-A. Should there at that time still be activities that are outstanding, and which were foreseen in the Sector Plan, and its subsequent revisions as per sub-paragraph 5(b)(iii) and paragraph 7, the completion will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per sub-paragraphs 1(a), (b), (d), (e) and (g) of Appendix 4-A will continue until the time of the completion unless otherwise specified by the Executive Committee.

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.

## APPENDICES

### APPENDIX 1-A: THE SUBSTANCES

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)
HCFC-22	C	I	11,962.3
HCFC-123	C	I	6.6
HCFC-124	C	I	6.6
HCFC-141b	C	I	5,923.5
HCFC-142b	C	I	1,508.9
HCFC-225	C	I	1.0
Total			19,408.9

**APPENDIX 2-A: THE TARGETS, AND FUNDING**

Row	Particulars	2011	2012	2013	2014	2015	Total
Consumption targets							
1.1	Montreal Protocol reduction schedule of Annex C, Group I substances (ODP tonnes)	n/a	n/a	19,408.8	19,408.8	17,468.0	n/a
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	n/a	n/a	19,408.8	19,408.8	17,468.0	n/a
1.3.1	Maximum allowable consumption of Annex C, Group I substances in the ICR sector (ODP tonnes)	n/a	n/a	2,360.0	2,360.0	2,124.0	n/a
1.3.2	Maximum allowable consumption of Annex C, Group I substances in the XPS foam sector (ODP tonnes)	n/a	n/a	2,540.0	2,540.0	2,286.0	n/a
1.3.3	Maximum allowable consumption of Annex C, Group I substances in the PU foam sector (ODP tonnes)	n/a	n/a	5,310.0	5,310.0	4,340.0	n/a
1.3.4	Maximum allowable consumption of Annex C, Group I substances in the RAC sector (ODP tonnes)	n/a	n/a	4,109.0	4,109.0	3,698.0	n/a
Funding industrial and commercial refrigeration and air conditioning (ICR) sector plan							
2.1.1	Sector Lead IA (UNDP) agreed funding (US \$)	25,380,000	6,900,000	8,495,000	11,075,000	9,150,000	61,000,000
2.1.2	Support costs for UNDP (US \$)	1,903,500	*	*	*	*	*
Funding extruded polystyrene (XPS) foam sector plan							
2.2.1	Sector Lead IA (Germany) agreed funding (US \$)	459,023	3,707,977	600,000	600,000	633,000	6,000,000
2.2.2	Support costs for Germany (US \$)	51,260	*	*	*	*	*
2.2.3	Sector co-operating agency UNIDO agreed funding (US \$)	21,372,000	6,900,000	3,398,000	5,730,000	6,600,000	44,000,000
2.2.4	Support costs for UNIDO (US \$)	1,602,900	*	*	*	*	*
Funding polyurethane rigid (PU) foam sector plan							
2.3.1	Sector Lead IA (World Bank) agreed funding (US \$)	38,859,000	5,520,000	13,592,000	4,079,000	10,950,000	73,000,000
2.3.2	Support costs for World Bank (US \$)	2,914,000	*	*	*	*	*
Funding room air conditioning (RAC) sector plan							
2.4.1	Sector Lead IA (UNIDO) agreed funding (US \$)	36,430,000	9,200,000	8,495,000	9,625,000	11,250,000	75,000,000
2.4.2	Support costs for UNIDO (US \$)	2,732,250	*	*	*	*	*
Funding service sector plan, including enabling programme							
2.5.1	Sector Lead IA (UNEP) agreed funding (US \$)	1,579,000	598,000	1,104,000	1,173,000	786,000	5,240,000
2.5.2	Support costs for UNEP (US \$)	176,703	*	*	*	*	*
2.5.3	Sector cooperating agency (Japan) agreed funding (US \$)	80,000	80,000	80,000	80,000	80,000	400,000
2.5.4	Support costs for Japan (US \$)	10,400	*	*	*	*	*
Funding national co-ordination							
2.6.1	Overall Lead IA (UNDP) agreed funding (US \$)	360,000	-	-	-	-	360,000
2.6.2	Support costs for UNDP (US \$)	27,000	-	-	-	-	27,000
Overall funding							
3.1	Total agreed funding (US \$)	124,519,023	32,905,977	35,764,000	32,362,000	39,449,000	265,000,000
3.2	Total support cost (US \$)	9,418,013	*	*	*	*	*
3.3	Total agreed costs (US \$)	133,937,036	*	*	*	*	*

**APPENDIX 2-A: THE TARGETS, AND FUNDING - continuation**

Phase-out and remaining eligible consumption		
4.1.1	Total phase-out of HCFC-22 agreed to be achieved under this Agreement (ODP tonnes)	1,444.1
4.1.2	Phase-out of HCFC-22 to be achieved in previously approved projects (ODP tonnes)	36.0
4.1.3	Remaining eligible consumption for HCFC-22 (ODP tonnes)	10,482.2
4.2.1	Total phase-out of HCFC-123 agreed to be achieved under this Agreement (ODP tonnes)	0.0
4.2.2	Phase-out of HCFC-123 to be achieved in previously approved projects (ODP tonnes)	0.0
4.2.3	Remaining eligible consumption for HCFC-123 (ODP tonnes)	6.6
4.3.1	Total phase-out of HCFC-124 agreed to be achieved under this Agreement (ODP tonnes)	0.0
4.3.2	Phase-out of HCFC-124 to be achieved in previously approved projects (ODP tonnes)	0.0
4.3.3	Remaining eligible consumption for HCFC-124 (ODP tonnes)	6.6
4.4.1	Total phase-out of HCFC-141b agreed to be achieved under this Agreement (ODP tonnes)	1,615.4
4.4.2	Phase-out of HCFC-141b to be achieved in previously approved projects (ODP tonnes)	16.7
4.4.3	Remaining eligible consumption for HCFC-141b (ODP tonnes)	4,291.5
4.5.1	Total phase-out of HCFC-142b agreed to be achieved under this Agreement (ODP tonnes)	260.8
4.5.2	Phase-out of HCFC-142b to be achieved in previously approved projects (ODP tonnes)	6.7
4.5.3	Remaining eligible consumption for HCFC-142b (ODP tonnes)	1,241.4
4.6.1	Total phase-out of HCFC-225 agreed to be achieved under this Agreement (ODP tonnes)	0.0
4.6.2	Phase-out of HCFC-225 to be achieved in previously approved projects (ODP tonnes)	0.0
4.6.3	Remaining eligible consumption for HCFC-225 (ODP tonnes)	1.0

\* to be determined subsequently

**APPENDIX 3-A: FUNDING APPROVAL SCHEDULE**

1. The Funding Approval Schedule consists of several tranches. Under this Agreement, a tranche is defined as the funding set out in each year for each sector plan or the national co-ordination, respectively, as specified in Appendix 2-A.
2. Funding for the future tranches will be considered for approval at the last meeting of the year specified in Appendix 2-A.

#### APPENDIX 4-A: FORMAT OF IMPLEMENTATION REPORTS AND PLANS

1. The Lead IA, on behalf of the Country, will submit at least eight weeks<sup>2</sup> prior to the third meeting of the Executive Committee in any given year, for consideration at that meeting, the following reports to the Multilateral Fund Secretariat:

- (a) A verification report of the consumption of each of the Substances mentioned in Appendix 1-A, as per sub-paragraph 5(a)(ii) of the Agreement. If not otherwise decided by the Executive Committee, such a verification has to be provided together with each tranche request and will include verification of the consumption for all relevant years as specified in sub-paragraph 5(a)(i) of the Agreement for which a verification report has not yet been acknowledged by the Committee;
- (b) For each sector plan a narrative report, with data provided by calendar year, regarding the progress since the year prior to the previous report, reflecting, for each sector, 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 ODS phase-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 Annual 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. The narrative report will cover all relevant years specified in sub-paragraph 5(a)(i) of the Agreement and can in addition also include information on activities in the current year;
- (c) For each sector plan, a written description of the activities to be undertaken until and including the year of the planned submission of the next tranche request as per sub-paragraph 5(b)(iii). The description should highlight the interdependence of the activities, and take 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 further specify and explain in detail such changes to the overall sector 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;
- (d) For each sector plan with activities that include the conversion of manufacturing capacity, a verification report related to completed conversion as per sub-paragraph 5(b)(i) of the Agreement;
- (e) For each sector, quantitative information for all annual implementation reports and annual implementation 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(b) and (c) above), the annual implementation plan and any changes to the overall plan, and will

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<sup>2</sup> Tranches with requested level of funding of more than US \$5 million should be submitted in full 12 weeks in advance to the applicable Executive Committee meeting in line with decision 20/7.

cover the same time periods and activities; and

- (f) An Executive Summary of about five paragraphs, summarizing the information of the above sub-paragraphs 1(a) to 1(e).

#### **APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES**

1. The details of the monitoring arrangements will be prepared by the Government of China separately and submitted for agreement by the Executive Committee, for subsequent inclusion in this Appendix 5-A.

#### **APPENDIX 6-A: ROLE OF THE LEAD IMPLEMENTING AGENCY**

1. The Lead IA for stage I of the HPMP is UNDP. It will be responsible for a range of activities, including at least the following:

- (a) Activities related to national co-ordination;
- (b) 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;
- (c) Assisting the Country in preparation of the Implementation Plans and subsequent reports as per Appendix 4-A;
- (d) Providing independent verification to the Executive Committee that the Targets have been met (except for overall consumption targets specified in row 1.2 of Appendix 2-A) and associated annual activities have been completed as indicated in the Implementation Plan consistent with Appendix 4-A. This independent verification can consist of a compilation of sector-specific independent verification carried out by the respective sector Lead IAs;
- (e) Ensuring that the experiences and progress is reflected in updates of the overall sector plan and in future annual implementation plans consistent with Appendix 4-A;
- (f) Fulfilling the reporting requirements for the annual implementation reports, annual implementation plans and the overall plan as specified in Appendix 4-A for submission to the Executive Committee;
- (g) Ensuring that appropriate independent technical experts carry out the technical reviews;
- (h) Carrying out required supervision missions;
- (i) Ensuring the presence of an operating mechanism to allow effective, transparent implementation of the Implementation Plan and accurate data reporting;
- (j) Ensuring that disbursements made to the Country are based on the use of the indicators; and
- (k) Providing assistance with policy, management and technical support when required.

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 as per sub-paragraph 5(b)(i) of the Agreement and sub-paragraph 1(d) of Appendix 4-A. The Lead IA can delegate the task described in this paragraph to the respective sector Lead IA on the understanding that such delegation will not interfere with the Lead IA's responsibility to carry out the verification of the HPMP results.

#### **APPENDIX 6-B: ROLE OF UNDP**

1. UNDP, as the sector Lead IA for the industrial and commercial refrigeration (ICR) sector, will be responsible for a range of activities described in that sector plan, including at least the following:

- (a) Providing assistance for policy development, planning and management of sector programming as set out in these sectors, when required;
- (b) Ensuring verification of performance and progress of disbursement in accordance with this Agreement and with its specific internal procedures and requirements as set out in these sectors and assisting the Country in the implementation and assessment of the activities;
- (c) Assisting the Country in the preparation of the ICR sector annual Implementation Plans as per Appendix 4-A;
- (d) Preparing reports to the Lead IA on these activities as per Appendix 4-A; and
- (e) Ensuring financial verification of the activities implemented.

2. UNDP will also act as sector Lead IA for any sector related obligations arising from any HCFC consumption sectors not specifically mentioned in this Agreement, in particular the solvent sector, with responsibilities closely resembling those under paragraph 1 above.

#### **APPENDIX 6-C: ROLE OF THE GOVERNMENT OF GERMANY**

1. The Government of Germany, as the sector Lead IA for the extruded polystyrene foam (XPS) sector, will be responsible for a range of activities described in that sector plan, including at least the following:

- (a) Providing assistance for policy development, planning and management of sector programming as set out in the XPS foam sector plan, when required;
- (b) Ensuring verification of performance and progress of disbursement in accordance with this Agreement and with its specific internal procedures and requirements as set out in the Country's XPS foam sector plan and assisting the Country in the implementation and assessment of the activities;
- (c) Assisting the Country in the preparation of XPS foam sector annual implementation plans as per Appendix 4-A;
- (d) Providing reports to the Lead IA on these activities as per Appendix 4-A; and
- (e) Ensuring financial verification of the activities implemented.

#### **APPENDIX 6-D: ROLE OF THE WORLD BANK**

1. After consultation with the Country and taking into account any views expressed, the World Bank will select and mandate an independent entity to carry out the verification of the consumption of the Country as specified in row 1.2 of Appendix 2-A, as per sub-paragraph 5(a)(ii) of this Agreement and sub-paragraph 1(a)(i) of Appendix 4-A.
2. The World Bank, as the sector Lead IA for the polyurethane foam (PU) sector, will be responsible for a range of activities described in that sector plan, including at least the following:
  - (a) Providing assistance for policy development, planning and management of sector programming as set out in the PU sector plan, when required;
  - (b) Ensuring verification of performance and progress of disbursement in accordance with this Agreement and with its specific internal procedures and requirements as set out in the Country's PU sector plan and assisting the Country in the implementation and assessment of the activities;
  - (c) Assisting the Country in the preparation of PU sector annual implementation plans as per Appendix 4-A;
  - (d) Providing reports to the Lead IA on these activities as per Appendix 4-A; and
  - (e) Ensuring financial verification of the activities implemented.

#### **APPENDIX 6-E: ROLE OF UNIDO**

1. UNIDO, as the Lead IA for the refrigeration and air conditioning (RAC) sector, and as Cooperating IA of the XPS sector, will be responsible for a range of activities described in those sector plans, including at least the following:
  - (a) Providing assistance for policy development, planning and management of sector programming as set out in the RAC and XPS sector plans, when required;
  - (b) Ensuring verification of performance in accordance with this Agreement and with its specific internal procedures and requirements as set out in the Country's RAC sector plan and assisting the Country in the implementation and assessment of the activities;
  - (c) Ensuring progress of disbursement in accordance with this Agreement and with its specific internal procedures and requirements as set out in the Country's RAC and XPS sector plans;
  - (d) Assisting the Country in the preparation of RAC sector annual implementation plans as per Appendix 4-A;
  - (e) Providing reports to the Lead IA on these activities as per Appendix 4-A; and
  - (f) Ensuring financial verification of the activities implemented.

#### **APPENDIX 6-F: ROLE OF UNEP**

1. UNEP, as the sector Lead IA for the refrigeration servicing sector, will be responsible for a range of activities described in that sector plan, including at least the following:

- (a) Providing policy development assistance when required;
- (b) Assisting the Country in the implementation and assessment of the activities under its responsibility and refer to the Lead IA of the HPMP to ensure a co-ordinated sequence in the activities;
- (c) Assisting the Country in the preparation of service sector annual implementation plans as per Appendix 4-A;
- (d) Providing reports to the Lead IA on these activities as per Appendix 4-A; and
- (e) Ensuring financial verification of the activities implemented.

#### **APPENDIX 6-G: ROLE OF THE GOVERNMENT OF JAPAN**

1. The Government of Japan, as a Cooperating IA for the refrigeration servicing sector, will be responsible for a range of activities described in that sector plan, including at least the following:

- (a) Providing policy development assistance when required;
- (b) Assisting the Country in the implementation and assessment of the activities funded by the Cooperating IA, and refer to the sector Lead IA to ensure a co-ordinated sequence in the activities;
- (c) Providing reports to the sector Lead IA on these activities as per Appendix 4-A; and
- (d) Ensuring financial verification of the activities implemented.

#### **APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY**

1. In accordance with paragraph 10 of the Agreement, the amount of funding provided may be reduced by US \$160 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.

#### **APPENDIX 8-A: COMMITMENTS UNDERTAKEN BY THE COUNTRY WITH RESPECT TO CONVERSION IN THE RAC SECTOR**

1. During stage I of the HPMP, the Country agrees to convert at least 18 manufacturing lines for the production of RAC equipment to hydrocarbon technology as part of the RAC sector plan.