



**United Nations  
Environment  
Programme**

Distr.  
GENERAL

UNEP/OzL.Pro/ExCom/70/59  
22 July 2013

ORIGINAL: ENGLISH



EXECUTIVE COMMITTEE OF  
THE MULTILATERAL FUND FOR THE  
IMPLEMENTATION OF THE MONTREAL PROTOCOL  
Seventieth Meeting  
Bangkok, 1-5 July 2013

**REPORT OF THE SEVENTIETH MEETING OF THE EXECUTIVE COMMITTEE**

Introduction

1. The 70<sup>th</sup> meeting of the Executive Committee of the Multilateral Fund for the Implementation of the Montreal Protocol was held at the United Nations Conference Centre, Bangkok, Thailand, from 1 to 5 July 2013.
2. The meeting was attended by representatives of the following countries, members of the Executive Committee in accordance with decision XXIV/22 of the Twenty-Fourth Meeting of the Parties to the Montreal Protocol:
  - (a) Parties not operating under paragraph 1 of Article 5 of the Protocol: Belgium, Canada, Finland, Japan, the United Kingdom of Great Britain and Northern Ireland (Chair) and the United States of America; and
  - (b) Parties operating under paragraph 1 of Article 5 of the Protocol: India, Kuwait, Mali, Nicaragua, Serbia, Uganda and Uruguay
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 staff of the Ozone Secretariat, the President of the Implementation Committee under the Non-Compliance Procedure for the Montreal Protocol and the Co-Chair of the Technology and Economic Assessment Panel were also present.
5. Representatives of the European Commission and the Global Environment Facility (GEF) attended the meeting.

6. Representatives of the Alliance for Responsible Atmospheric Policy, the Environmental Investigation Agency and Shecco also attended as observers.

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

7. The meeting was opened by the Chair, Ms Fiona Walters, who welcomed members to the second meeting of 2013, which, traditionally, gave members the opportunity to review progress reports from implementing agencies. Together with the documentation provided by the Secretariat, the reports gave a full picture of the status of approved projects in most Article 5 countries, and she urged members to review them carefully.

8. Although no new HCFC phase-out management plans (HPMPs) had been submitted, a large number of requests had been made for second tranches for both low-volume-consuming (LVC) and non-LVC countries, and one request for a third tranche was being presented for individual consideration. She recalled that the guidelines for funding the preparation of stage II of HPMPs had not been finalized at the previous meeting. Should they be approved at the present meeting, they would be taken into account in preparing the terms of reference for the administrative cost study. Recommendations made by the Secretariat for recording disbursements for stage I of HPMPs were also to be discussed.

9. The Secretariat had prepared a comprehensive paper reviewing the criteria applied for funding phase-out of HCFC consumption and, at the current more advanced stage of HPMP implementation and the Executive Committee would discuss whether they remained relevant or needed to be revised. After referring briefly to other items on the provisional agenda, the Chair said that the recent agreement between China and the United States of America to phase out HFCs under the Montreal Protocol would present new challenges to the Executive Committee. She reminded members that the Sub-group on the Production Sector would meet again to discuss issues including administrative costs, the draft agreement on the HCFC production sector phase-out management plan (HPPMP) for China and a request for authorization to carry out the technical audit of the HCFC production sector in India.

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

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

10. The Executive Committee adopted the following agenda for the meeting on the basis of the provisional agenda contained in document UNEP/OzL.Pro/ExCom/70/1. It agreed to defer consideration of the desk study on the evaluation of the preparatory phase of the phasing out of HCFCs, originally proposed as an item in the provisional agenda, until the 71<sup>st</sup> meeting:

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) 2013-2015 business plans and tranche submission delays;
  - (c) Status reports and compliance.
6. Programme implementation:
- (a) Monitoring and evaluation:
    - (i) Consolidated multi-year agreement project completion report (decision 68/6);
    - (ii) Multi-year agreement database for HCFC phase-out management plans (decision 68/7).
  - (b) Progress reports as at 31 December 2012:
    - (i) Consolidated progress report;
    - (ii) Bilateral agencies;
    - (iii) UNDP;
    - (iv) UNEP;
    - (v) UNIDO;
    - (vi) World Bank;
  - (c) Evaluation of the implementation of the 2012 business plans.
  - (d) Performance indicators (decision 69/5(k)).
7. Project proposals:
- (a) Overview of issues identified during project review;
  - (b) Bilateral cooperation;
  - (c) Amendments to work programmes for 2013:
    - (i) UNDP;
    - (ii) UNEP;
    - (iii) UNIDO;
  - (d) Investment projects.
8. Report on how to record disbursement for stage I of HCFC phase-out management plans as per decision 69/24(c).
9. Draft guidelines for funding the preparation of stage II of HCFC phase-out management plans (decisions 66/5 and 69/22).

10. Criteria for funding HCFC phase-out in the consumption sector adopted by decision 60/44 (decisions 69/22(b) and 69/24(d)).
11. Discussion paper on minimizing adverse climate impact of HCFC phase-out in the refrigeration servicing sector (decision 68/11).
12. Report on progress and experiences gained in demonstration projects for the disposal of unwanted ODS (decision 64/50).
13. Operation of the Executive Committee (decision 69/25).
14. Provisional accounts.
15. Report of the Executive Committee to the Twenty-fifth Meeting of the Parties to the Montreal Protocol.
16. Report of the Sub-group on the Production Sector.
17. Report by the Selection Panel on the recruitment process for the position of Chief Officer of the Multilateral Fund Secretariat (decision 69/26(g)).
18. Other matters.
19. Adoption of the report.
20. Closure of the meeting.

**(b) Organization of work**

11. The Executive Committee agreed to consider under agenda item 18 (Other matters) a report of the Executive Committee to the Open-ended Working Group on progress made in reducing emissions of controlled substances from process-agent uses, contained in document UNEP/OzL.Pro/ExCom/70/Inf.2, and also a draft annotated outline of the study on financing options to address climate co-benefits for HCFC phase-out in LVC countries with servicing sector only, submitted by UNEP (document UNEP/OzL.Pro/ExCom/70/Inf.3).

12. The meeting agreed to reconvene the Sub-group on the Production Sector with the following composition: Canada (facilitator), Finland, India, Japan, Kuwait, Nicaragua, Serbia, the United Kingdom of Great Britain and Northern Ireland, the United States of America and Uruguay.

**AGENDA ITEM 3: SECRETARIAT ACTIVITIES**

13. The Chief Officer introduced document UNEP/OzL.Pro/ExCom/70/2, which provided an overview of the work done by the Secretariat since the 69<sup>th</sup> meeting. In addition to the documents customarily prepared by the Fund Secretariat, other documents of particular relevance included those on the resources of the Fund, progress reports of the implementing agencies, how to record disbursement for stage I of HPMPs, criteria for funding HCFC phase-out in the consumption sector, minimizing the adverse climate impact of HCFC phase-out in the servicing sector, and operation of the Executive Committee.

14. In June 2013, the Secretariat had been visited by a review team from the Joint Inspection Unit of the United Nations in relation to its review of environmental governance within the United Nations system following the United Nations Conference on Sustainable Development (Rio+20), Rio de Janeiro, Brazil, June 2012. In addition, the Chief Officer, in view of her upcoming retirement, had requested the

Office of Internal Oversight Services (OIOS) of UNEP to conduct an internal administrative audit of the Secretariat. An audit team from the Internal Audit Division would undertake the audit in August 2013, and the resulting report would be submitted directly to the Executive Director of UNEP.

15. Finally, she said that the Secretariat had received a letter from the European Commission concerning its plan to make a voluntary contribution of €3 million to the Multilateral Fund to help maximize the climate benefits from HCFC phase-out, and the Secretariat would welcome guidance from the Executive Committee on how to proceed on that matter.

16. In the ensuing discussion, a number of Committee members expressed appreciation for the clear report on Secretariat activities and the comprehensive documentation prepared for the present meeting.

17. Several members sought clarification from the Chief Officer on the nature of, and reasons for, the internal audit by the OIOS. The Chief Officer explained that she had requested the administrative audit in view of her imminent retirement, in accordance with normal procedure in such an event. Upon submission of the report, a decision would be taken by the OIOS on whether its findings could be made public.

18. Regarding the matter of cooperation with other multilateral environmental agreements, one member said that the Secretariat should be more proactive in contacting the secretariats of specialized organizations in relation to climate change whenever the possibility of participating in their meetings arose. Such engagement would be healthy for the activities of the Secretariat.

19. Another member sought further information on the invitation from the Director, Division of Environmental Law and Conventions, UNEP, to the Secretariat to participate in the country-led meeting to develop terms of reference for a special programme to support institutional strengthening (IS) for the chemicals conventions and the Strategic Approach to International Chemicals Management, Bangkok, Thailand, 27-30 August 2013. In response, the Chief Officer said that the meeting was part of a continuing process that had commenced several years previously. The Secretariat regularly received invitations to attend related meetings but did not do so unless it was invited to perform a specific function; that was not currently the case for the upcoming meeting, so a representative of the Secretariat would not attend.

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

21. While a number of members welcomed the European Commission's offer of voluntary funding, several considered that the broader implications of the offer, and its specific details, merited further consideration. On the broader issues, several members said that further discussions were needed within the Executive Committee and the Meeting of the Parties on the meaning and scope of "maximizing climate benefits", and the mandate of those bodies to take action on that issue, before a decision could be reached on how to utilize the voluntary funding. One member said that the purpose of the funding was consistent with the provisions of decision XIX/6 of the Nineteenth Meeting of the Parties. Another member stated that, while the details still had to be worked out, in broad terms the offer presented a significant opportunity for the Multilateral Fund to promote the aim of maximizing climate benefits, and it was important to develop modalities for dealing with similar offers and opportunities in the future, just as the Executive Committee had in the past demonstrated its flexibility in dealing with other issues that were not strictly compliance-related.

22. On the specific issues pertinent to the offer from the European Commission, several members expressed reservations as to its conditional nature, whereby the funding would be directed towards a specific group of countries, which was not consistent with the rules or usual mode of operation of the Multilateral Fund. One member said that any possible use of the contribution should be considered in

close association with the previous decisions of, and ongoing discussions at, the Meetings of the Parties and of the Executive Committee.

23. Following the discussion, the Executive Committee agreed to set up an informal group to consider the matter of the offer of a voluntary contribution. Subsequently, the convener of the informal group reported that the group had met several times. Discussions had taken place on the purpose and conditions of the proposed voluntary contribution, and its administrative and other implications. However, no consensus had been reached, and the group had adjourned its discussions.

24. The representative of the United States of America introduced a conference room paper containing a draft decision on the voluntary contribution offer by the European Commission. He said that, whilst most members recognized that additional funding had potential benefits, there were concerns and issues surrounding the offer, and it was unclear how the Executive Committee might move forward on the matter and resolve the organizational, administrative and financial issues related to the possible management of the contribution. Consequently, the draft decision requested the Secretariat to liaise with the European Commission and the Treasurer on the matter and report back to the Executive Committee at its 71<sup>st</sup> meeting.

25. Several members said that the European Commission's offer, and the proposed draft decision on the issue, were not consistent with the policies and provisions of the Montreal Protocol, particularly Article 10 on the financial mechanism, or with decision XIX/6 of the Nineteenth Meeting of the Parties, which did not include any provisions for voluntary funding. Another member said that, while the issue might be taken up again at some time in the future, the present timing was not appropriate, as the matter of additional funding for the Multilateral Fund to maximize climate benefits would be considered at the upcoming Twenty-fifth Meeting of the Parties, and any related action by the Executive Committee should await the outcome of those deliberations.

26. Several other members, however, expressed their appreciation for the initiative of the European Commission and its willingness to clarify further the objectives and conditions related to it. The concerns expressed by some members were noted, as well as the need for further information on the possible administrative, organizational, technical, procedural and financial issues to be addressed should the Executive Committee decide to move forward in administering the funds. One member suggested that, in the event the Executive Committee decided to move forward within the framework of ongoing work on resource mobilization, the Secretariat would need to look at a pilot phase, including provision for its evaluation. Accordingly, several members saw the draft decision put forward by the United States of America as an appropriate means of requesting the Secretariat to furnish the Executive Committee with the information needed, without implying any obligation to accept the proposed funding or any similar offers of funding in the future, and without prejudicing any possible discussions at, or decisions made by, the Meeting of the Parties.

27. One member suggested retention of the paragraph in the draft decision noting with appreciation the offer of voluntary funding by the European Commission. Another member said that none of the paragraphs in the draft decision were acceptable.

28. The proponent of the draft decision said that its proposed provisions were within the remit of the Executive Committee and in accordance with Article 10 of the Montreal Protocol. It was therefore disappointing that the Executive Committee was unable to take even tentative steps to inform itself of the issues surrounding a substantial offer of funding.

29. Owing to the lack of consensus, further deliberation on the issue was deferred to a future meeting.

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

30. The Treasurer introduced document UNEP/OzL.Pro/ExCom/70/3 and provided updated information on countries' contributions to the Fund as at 28 June 2013. He said that additional cash contributions had been received from Bulgaria, Canada, the Netherlands, New Zealand, Poland and San Marino. As at 28 June 2013, the Fund's balance stood at US \$78.7 million, 52.8 per cent of pledges had been paid and the balance on the gain from the fixed-exchange-rate-mechanism stood at US \$21.2 million. The Fund's balance was composed of US \$45.3 million in cash and US \$33.4 million in promissory notes due for encashment during the period 2013 to 2016.

31. In response to a question on interest earned, the Treasurer said that accrued interest of US \$2.3 million for 2012 had been received by the Fund and that US \$374,000 of interest for 2013 had been received as of the present meeting.

32. 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; and
- (b) To urge all Parties to pay their contributions to the Multilateral Fund in full and as early as possible.

**(Decision 70/1)**

**AGENDA ITEM 5: STATUS OF RESOURCES AND PLANNING****(a) Report on balances and availability of resources**

33. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/70/4 and informed the meeting that UNEP had returned the unspent balance of US \$432,419 realized under the 2012 CAP budget. With the addition of the balances returned from completed and cancelled projects, the return of the CAP budget, and the updated information on the status of contributions and disbursements provided by the Treasurer (see paragraph 30 above), there would be sufficient funding available for the amounts recommended for approval at the present meeting.

34. The Executive Committee decided:

- (a) To note:
  - (i) The report on balances and availability of resources, as contained in document UNEP/OzL.Pro/ExCom/70/4 and the return of US \$432,419 by UNEP of the 2012 CAP budget balance to the 70<sup>th</sup> meeting;
  - (ii) That the net level of funds being returned by the implementing agencies to the 70<sup>th</sup> meeting was US \$1,013,088 against projects, which included the return of US \$197,122 from UNDP, US \$400,388 from UNEP and US \$415,578 from UNIDO;
  - (iii) That the net level of support costs being returned by the implementing agencies to the 70<sup>th</sup> meeting was US \$78,105 against projects, which included the return of US \$14,897 from UNDP, US \$32,031 from UNEP and US \$31,177 from UNIDO;

- (iv) That implementing agencies had balances totalling US \$752,396, excluding support costs, from projects completed over two years previously, which included US \$112,182 for UNDP, US \$401,094 for UNEP and US \$239,120 for UNIDO;
  - (v) That the Government of Japan and the Government of France had balances totalling US \$308,920 and US \$40,150, excluding support costs, for a total of three projects completed over two years previously;
  - (vi) That the Government of Japan's balance for completed projects not returned to the Fund, totalling US \$40,154, excluding support costs, would be offset against future bilateral projects;
  - (vii) That UNEP had reported obligated balances under two Compliance Assistance Programme (CAP) activities completed in 2010 and 2011 and to request UNEP to review those balances with a view to returning the funds at the 71<sup>st</sup> meeting;
  - (viii) That the net level of funds and support costs being returned by the bilateral agencies at the 70<sup>th</sup> meeting was US \$5,603 from the Government of Canada;
  - (ix) That the Swedish International Development Agency had informed the Secretariat that the Government of Sweden would no longer have a Multilateral Fund bilateral programme;
- (b) To request:
- (i) Implementing agencies with projects completed from 2004 to 2009 to return the balances as soon as possible; and
  - (ii) The Treasurer to deduct the Government of Canada's return in cash to the Fund of the amount of US \$5,650 as a follow-up to decision 68/2(d)(ii), and the return of US \$5,603 against the completed projects in Jamaica (JAM/FUM/47/TAS) and in Saint Lucia (STL/PHA/56/INV/15) from the Government of Canada's regular contribution to the Fund.

**(Decision 70/2)**

**(b) 2013-2015 business plans and tranche submission delays**

35. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/70/5. In response to a query on the effect of tranche submission delays on potential non-compliance, he said that as yet there had been no noticeable effect on compliance. However, with respect to HPMPs, the data for 2013 would have to be reviewed before it would be possible to say whether compliance had been affected by tranche submission delays caused by failure to meet the threshold for disbursement of previous tranches.

36. The representative of the Secretariat also explained that multi-year agreements (MYAs) used the following different formulations to indicate the date for tranche submissions: tranche submissions could be submitted either "no earlier than", or "on", or even "no later than" any given meeting of the Executive Committee. The Secretariat had interpreted all those formulations to mean "at" the meeting specified, so that "no earlier than the first meeting" meant "at the first meeting", and "no earlier than the second meeting" meant "at the second meeting". Consequently, if a tranche submission had not been submitted to the first meeting at which it could be considered, its submission would be regarded as delayed.

37. The Executive Committee decided:

- (a) To note:
- (i) The report on the status of the 2013-2015 business plans and tranche submission delays, as contained in document UNEP/OzL.Pro/ExCom/70/5;
  - (ii) The information on tranche submission delays under multi-year agreements (MYAs) submitted to the Secretariat by Germany, UNDP, UNEP and UNIDO;
  - (iii) That 42 out of 70 tranches of MYAs due for submission had been submitted on time to the 70<sup>th</sup> meeting and that four of those tranches had been withdrawn after discussion with the Fund Secretariat;
- (b) To request:
- (i) The bilateral and implementing agencies to address in their 2013-2015 business plans those activities not submitted in 2013 as planned, as contained in Annexes II and III to the present report;
  - (ii) The Secretariat:
    - a. To send letters to the Governments of the countries indicated below to urge the submission of the next tranche of the MYA to the 71<sup>st</sup> meeting, noting, where applicable, that the 70<sup>th</sup> meeting was the second meeting to which the tranche could have been submitted: the Plurinational State of Bolivia, Brazil, the Central African Republic, Chile, China, the Congo, Croatia, Cuba, Gabon, Guinea-Bissau, India, Indonesia, Mali, Mexico, Montenegro, Namibia, Papua New Guinea, South Africa, Togo, Trinidad and Tobago, Turkmenistan, Viet Nam and Zambia; and
    - b. To send letters to the Governments of the Islamic Republic of Iran and Nigeria to urge the submission of the next tranches of the MYAs to the 71<sup>st</sup> meeting, noting that the tranches had been withdrawn from consideration at the 70<sup>th</sup> meeting after discussion with the Fund Secretariat owing to the countries' inability to meet the 20 per cent disbursement threshold for funding of the previous tranche.

**(Decision 70/3)****(c) Status reports and compliance**

38. The representative of the Secretariat introduced documents UNEP/OzL.Pro/ExCom/70/6 and Add.1, which together contained six parts, and highlighted several of the points therein. Furthermore, he explained that the reported methyl bromide (MB) consumption in Barbados was for quarantine and pre-shipment uses and, as such, there had been no deviation from the agreement between that Party and the Executive Committee. In the ensuing discussion, he also confirmed that the revised data submitted by Egypt, on its level of MB consumption showed that the country was still in compliance.

39. One member noted the late submission by the World Bank of its report on resource mobilization and looked forward to its submission to the next meeting of the Executive Committee.

40. The Executive Committee decided:

(a) To note:

- (i) The documents on status reports and compliance, as contained in documents UNEP/OzL.Pro/ExCom/70/6 and Add.1;
- (ii) That 40 of the 46 countries that had provided 2012 data had submitted their country programme implementation reports through the web-based system, which had been initiated on 25 April 2007; and
- (iii) That the Secretariat and the implementing agencies would take established actions according to the Secretariat's assessments and report to and notify governments and implementing agencies as required;

(b) To request:

- (i) UNEP to report on the establishment of Botswana's and South Sudan's licensing systems by the 71<sup>st</sup> meeting of the Executive Committee;
- (ii) The Government of Israel to provide its implementation delay report to the 71<sup>st</sup> meeting of the Executive Committee;
- (iii) The submission of additional status reports to the 71<sup>st</sup> meeting of the Executive Committee on the projects listed in the tables 1 and 2 of Annex IV to the present report;
- (iv) The submission of additional specific status reports to the 71<sup>st</sup> meeting of the Executive Committee on the seven projects with issues listed in Annex V to the present report;
- (v) The submission of the verification report on the process agent sector plan (phase II) in China by the World Bank to the 71<sup>st</sup> meeting of the Executive Committee; and
- (vi) The World Bank, with regard to the implementation of the "China halon sector strategy", the "Agreement for the China production sector", and the "Agreement for CFC phase-out in the polyurethane foam sector in China", to report to the 71<sup>st</sup> meeting of the Executive Committee on the outstanding financial audit reports and to submit the project completion reports upon final expenditure of funds, as per decision 56/13;

(c) With respect to the methyl bromide (MB) phase-out project in Argentina:

(i) To note:

- a. The progress report on the implementation of the MB phase-out project in Argentina submitted by UNIDO on behalf of the Government of Argentina;
- b. With concern that the levels of MB consumption reported between 2006 and 2012 deviated from those committed to by the Government of Argentina in the agreed conditions for the phase-out of MB; and

- c. That the Government of Argentina had committed to phase out 100.4 ODP tonnes of controlled uses of MB with its own resources, and to phase out controlled uses completely by 1 January 2015:
  - (ii) To urge the Government of Argentina to establish appropriate control measures to ensure a prompt return to compliance with the consumption levels committed to in the agreed conditions for the phase-out of MB; and
  - (iii) To request UNIDO and the Government of Argentina to submit annual progress reports until the implementation of the project for the complete phase-out of MB used in strawberries, flowers and protected vegetables had been finalized, and to submit a project completion report no later than the last meeting of the Executive Committee in 2015;
- (d) With respect to the MB phase-out project in Egypt, given that the particular situation prevailing in Egypt in 2011 had delayed the implementation of the project in the country, and noting that total phase-out of MB in Egypt would be achieved by 1 January 2014:
  - (i) To note the progress report on the implementation of the MB phase-out project in Egypt submitted by UNIDO on behalf at the Government of Egypt;
  - (ii) To adjust the schedule for the phase-out of MB in Egypt to reflect the revised agreed level of MB consumption in Egypt, as contained in Annex VI to the present report; and
  - (iii) To request UNIDO and the Government of Egypt to finalize implementation of the project for the complete phase-out of MB used in the horticultural and commodities sectors and to submit a project completion report no later than the 73<sup>rd</sup> meeting of the Executive Committee.
- (e) With respect to the MB phase-out project in Kenya:
  - (i) To note the progress report on the implementation of the MB phase-out project in Kenya submitted by UNIDO on behalf of the Government of Kenya;
  - (ii) To note with appreciation that the Government of Kenya had reported zero consumption of MB in 2012 under Article 7 of the Montreal Protocol; and
  - (iii) To request UNIDO and the Government of Kenya to finalize implementation of the project for the complete phase-out of MB used in post-harvest applications and to submit a project completion report no later than the 73<sup>rd</sup> meeting of the Executive Committee;
- (f) With respect to the MB phase-out project in Morocco:
  - (i) To note:
    - a. The progress report on the implementation of the MB phase-out project in Morocco submitted by UNIDO on behalf of the Government of Morocco;
    - b. With concern that the levels of MB consumption reported for 2011 deviated from those committed to by the Government of Morocco in the agreed conditions for the phase-out of MB in Morocco; and

- c. That the Government of Morocco had committed to phasing out 58.8 ODP tonnes of controlled uses of MB with its own resources, and that it had also banned imports of MB for controlled uses.
- (ii) To request UNIDO and the Government of Morocco to finalize implementation of the project for the complete phase-out of MB used in the green beans and cucurbits (melon) sector and to submit a project completion report no later than the 73<sup>rd</sup> meeting of the Executive Committee; and
- (g) With respect to the World Bank's report on resource mobilization, to urge the World Bank to submit a final report on the study for climate co-benefits by the eight-week deadline or earlier, for consideration at the 71<sup>st</sup> meeting of the Executive Committee.

**(Decision 70/4)**

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

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

#### **(i) Consolidated multi-year agreement project completion report (decision 68/6)**

41. The Senior Monitoring and Evaluation Officer introduced document UNEP/OzL.Pro/ExCom/70/8 recalling that, under decision 62/6(c), she had been requested to develop a format for reporting on completed multi-year projects. First seen by the Executive Committee at its 65<sup>th</sup> meeting, the reporting format had since undergone further improvement. Updating the information provided in the meeting document, the Senior Monitoring and Evaluation Officer said that to date the Secretariat had received 12 submissions.

42. In the ensuing discussion, the representatives of the implementing agencies confirmed that the submission schedule presented in the document had been developed with their agreement, on the basis of information they had provided. The representative of the World Bank added that, between May 2013 and April 2015, her agency was planning to submit 14 such reports, not four as stated in the document.

43. Clarifying the issue of the overall number of submissions due to the Secretariat, the Senior Monitoring and Evaluation Officer said that, at the time of document preparation, there had been 68 submissions due during the stated period, but there would in fact be more. One member requested more information on the exact number.

44. With reference to the assertion in the meeting document that there were too few submissions for the Secretariat to carry out quantitative analysis, one member expressed the wish that the Executive Committee be informed should any such analysis take place and that the methodology used be clearly explained.

45. The Executive Committee decided:

- (a) To take note of the information provided in document UNEP/OzL.Pro/ExCom/70/8 regarding the consolidated multi-year agreement (MYA) project completion report;
- (b) To request bilateral and implementing agencies:
  - (i) To provide an exhaustive submission schedule for project completion reports for MYAs due to the Secretariat; and

- (ii) To submit their respective project completion reports for MYAs according to that schedule.

**(Decision 70/5)**

**(ii) Multi-year agreement database for HCFC phase-out management plans (decision 68/7)**

46. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/70/9.

47. A member commented that, for most projects, bilateral agencies worked through an implementing agency and could not therefore be expected to fill in the missing information in the MYA database eight weeks before the next meeting of the Executive Committee.

48. The Executive Committee decided:

- (a) To take note of the report on the multi-year agreement (MYA) database for HCFC phase-out management plans presented in document UNEP/OzL.Pro/ExCom/70/9;
- (b) To request bilateral and implementing agencies to fill in the missing information in the MYA database and to update it no later than eight weeks prior to the 71<sup>st</sup> meeting of the Executive Committee; and
- (c) That bilateral agencies not directly involved in project implementation might request the implementing agencies to report the information required in paragraph (b) on their behalf.

**(Decision 70/6)**

**(b) Progress reports as at 31 December 2012**

**(i) Consolidated progress report**

49. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/70/10.

50. In the ensuing discussion, the following issues were addressed: streamlining in the annual progress and financial report and information provided in the Remarks column of progress reports; the return of balances for ongoing projects approved before 2009 for CFC, halon and CTC activities with a 1 January 2010 phase-out date; the return of balances for project preparation for HPMPs that had been approved; and the indication that administrative costs represented 13.1 per cent of project approvals in 2012.

51. The representative of the World Bank explained that the reason for the delay in implementing its projects was the time required to establish grant agreements with partner countries, which had taken about 24 months on average since the programme began.

52. The representative of the Secretariat recognized that the level of administrative costs had been higher than in the past. No trend towards higher administrative costs could be ascertained at present, but the issue would be addressed in a document to be submitted to the 71<sup>st</sup> meeting on core unit costs. The costs had been higher because there had been no large production sector projects; approval of the HPPMP in China would bring the costs down.

53. The Executive Committee decided:

- (a) To note the consolidated progress report of the Multilateral Fund as contained in document UNEP/OzL.Pro/ExCom/70/10;
- (b) To request implementing agencies:
  - (i) To confirm whether the activities reported for the review period represented all those planned for it, or systematically to provide for each project the list of activities planned but not implemented, the reasons for the delay in implementing the activities, the action plan for resolving the issues, and whether or not the delay in implementing specific activities would have an impact on the project completion date in the Remarks column of their annual progress and financial reports;
  - (ii) Not to incur any new commitments and to return, by the end of 2013, the fund balances for the following projects approved before 2009, for substances with 1 January 2010 phase-out:
    - a. For CFC and ODS phase-out, the projects indicated in Table 1 of Annex VII to the present report, with the exception of the return of balances as per the following dates for UNEP's CFC phase-out plan in the Philippines (March 2014), UNDP's CFC phase-out plan in Saint Kitts and Nevis (January 2014), and UNIDO's ODS phase-out plan in Yemen (June 2014);
    - b. For halon, the halon banking project in the Dominican Republic (DOM/HAL/51/TAS/39) and UNEP's global halon banking project (GLO/HAL/52/TAS/281), with the exception of the return of balances as per the following date for UNDP's halon banking project in Chile (CHI/HAL/51/TAS/164) (January 2014);
    - c. For CTC, the CTC phase-out plan in India implemented by the World Bank; and
  - (iii) Not to incur any new commitments and to return project preparation fund balances for approved HCFC phase-out management plans, as indicated in Table 2 of Annex VII to the present report, by the end of 2013.

**(Decision 70/7)**

**(ii) Bilateral agencies**

54. The representative of the Secretariat introduced documents UNEP/OzL.Pro/ExCom/70/11 and Add.1.

55. A member commented that the Secretariat had already been informed in response to previous requests and, as no progress had been made, the African customs enforcement networks project could be cancelled.

56. The Executive Committee decided:

- (a) To note with appreciation the progress reports submitted by the Governments of Australia, Canada, the Czech Republic, France, Germany, Italy, Japan and Spain as contained in document UNEP/OzL.Pro/ExCom/70/11;
- (b) To note that, for the refrigeration servicing sector CFC phase-out plan in China: first tranche (CPR/REF/44/INV/420) and second tranche (CPR/REF/47/INV/438), project costs should be reassigned to support costs so that the overall project and support costs remained within the budget approved for those projects;
- (c) To cancel the project “African customs enforcement networks for preventing illegal trade of ODS in the African sub-regional trade organizations” (AFR/SEV/53/TAS/39), implemented by France;
- (d) To request:
  - (i) The Governments of Israel, Portugal and Switzerland to provide their progress reports to the 71<sup>st</sup> meeting of the Executive Committee;
  - (ii) The Governments of France, Israel and Spain to provide reports to the 71<sup>st</sup> meeting on the projects with implementation delays listed below:

Agency	Code	Project title	Category of delays
France	AFR/SEV/53/TAS/39	African customs enforcement networks for preventing illegal trade of ODS in the African sub-regional trade organizations (CEMAC, COMESA, SACU and UEMOA)	12 and 18 months delays
Israel	GLO/FUM/56/TAS/296	International methyl bromide compliance assistance workshop	12 months delays
Spain	LAC/FUM/54/TAS/40	Technical assistance to introduce chemical alternatives in countries which have rescheduled methyl bromide phase out plan (Argentina and Uruguay)	12 months delays

- (iii) The submission of additional status reports to the 71<sup>st</sup> meeting to monitor:
  - a. Progress in project implementation for the tranches of the HCFC phase-out management plans (HPMPs) with low rates of disbursement in the following countries: Afghanistan, the Islamic Republic of Iran and Zimbabwe, implemented by Germany;
  - b. Regarding the preparation of an HPMP in Botswana (BOT/PHA/60/PRP/14), implemented by Germany, the actions taken by Botswana towards the establishment of the licensing system for ODS imports and exports to enable its HPMP to be submitted based on the guidelines in decision 60/44;
  - c. The 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 71<sup>st</sup> meeting;

- d. The finalization of the financial scheme with beneficiaries in Senegal and Sudan for the strategic demonstration project for accelerated conversion of CFC chillers in African countries (AFR/REF/48/DEM/35), implemented by Japan; and
- e. The preparation of a demonstration project on ODS disposal for the Asia and Pacific region (ASP/DES/54/PRP/53), implemented by Japan, if the request for funding was not submitted to the 71<sup>st</sup> meeting.

**(Decision 70/8)**

**(iii) UNDP**

57. The representative of UNDP, introducing document UNEP/OzL.Pro/ExCom/70/12, explained that less than 10 per cent of funds had been disbursed for 22 of the 108 MYAs because most of them had been approved in 2011 and 2012. Furthermore, the new International Public Sector Accounting Standards recorded disbursements later than the system used previously. He welcomed the methodology proposed by the Secretariat to base the performance indicators on real data rather than on targets for HCFC-related approvals; however, he considered the proposed administrative indicator unnecessary and pointed out that the additional reporting burden represented by the requirement for remarks on each milestone reached in the annual progress and financial report was duplicating the detailed information already provided in the annual tranche reports.

58. The Executive Committee decided:

- (a) To note:
  - (i) UNDP's progress report contained in document UNEP/OzL.Pro/ExCom/70/12;
  - (ii) That significant balances had remained for one project for CFC activities as at the end of 2012;
  - (iii) That the cumulative fund balance was estimated to be US \$410,062 for the four refrigerant management plan (RMP) activities in Barbados (BAR/REF/43/TAS/12), Brunei Darussalam (BRU/REF/44/TAS/10), Maldives (MDV/REF/38/TAS/05) and Sri Lanka (SRL/REF/32/TAS/15) approved up to the end of 2012;
  - (iv) That UNDP would report to the 71<sup>st</sup> meeting on up to two projects with implementation delays, including two projects that had been classified as such in 2011;
- (b) To request:
  - (i) The submission of additional status reports to the 71<sup>st</sup> meeting to monitor:
    - a. The zero level of disbursement and the equipment procurement process in the HCFC phase-out management plan (HPMP) for Belize, approved over one year previously;
    - b. The zero level of disbursement and the signature of the agreement with the enterprises for the HPMP for India, approved over one year previously;

- c. The zero level of disbursement and the signature of the project document/letter of agreement for the HPMPs for Brunei Darussalam, Cuba, Nepal, and Saint Kitts and Nevis, approved over one year previously;
  - d. The signature of the project document and progress in implementation of the institutional strengthening project in Brazil (BRA/SEV/66/INS/297);
  - e. The balance of funds for the RMP activities in Barbados (BAR/REF/43/TAS/12), Brunei Darussalam (BRU/REF/44/TAS/10), Maldives (MDV/REF/38/TAS/05) and Sri Lanka (SRL/REF/32/TAS/15);
  - f. The progress in project implementation and the rates of disbursement of approved funds for the halon projects in the Dominican Republic (DOM/HAL/51/TAS/39) and Chile (CHI/HAL/51/TAS/164);
  - g. Progress on the ODS disposal preparation activities in Brazil (BRA/DES/57/PRP/288), and India (IND/DES/61/PRP/437), if the project was not submitted to the 71<sup>st</sup> meeting;
  - h. The low rates of disbursement of approved funds and the return of the initial payment of US \$55,000 under the agreement with Zafa under the metered-dose inhaler (MDI) conversion project in Pakistan (PAK/ARS/56/INV/71);
- (ii) The submission of additional status reports to the 71<sup>st</sup> meeting on the HPMPs approved for Bhutan, El Salvador, Georgia and Maldives over one year previously and for which no disbursement had been recorded;
  - (iii) The submission of additional status reports to the 71<sup>st</sup> meeting to monitor the following projects due to low rates of disbursement of approved funds:
    - a. The terminal phase-out management plan (TPMP) for Haiti (HAI/PHA/58/INV/14);
    - b. The HPMPs for Angola, Brazil, Chile, Egypt, Guyana, Indonesia, Jamaica, Malaysia, Mexico, Panama, and Trinidad and Tobago; and
    - c. The chiller projects in Brazil (BRA/REF/47/DEM/275) and Colombia (COL/REF/47/DEM/65).

**(Decision 70/9)**

**(iv) UNEP**

59. The representative of UNEP, introducing document UNEP/OzL.Pro/ExCom/70/13, said that UNEP continued to strengthen the capacity of national ozone units (NOUs) and public and private institutions to assist Article 5 countries in meeting their commitments under the Montreal Protocol. He outlined the status of projects in the different regions, highlighting the difficulties of advancing those in the West Asia region owing to instability and increasing political and economic tension. Nevertheless, the CAP team had created effective initiatives to address technical issues of regional concern. Although a

number of missions had been conducted in Iraq, restrictions on movements and contacts meant that meetings outside the country were still the best alternative.

60. The Committee congratulated UNEP on its intention to ensure the effective use of personnel and funds only for the activities of the Multilateral Fund for the Implementation of the Montreal Protocol and to enhance accountability of the use of the CAP team in that regard.

61. The Executive Committee decided:

- (a) To note:
  - (i) UNEP's progress report contained in document UNEP/OzL.Pro/ExCom/70/13;
  - (ii) That there had been significant balances remaining for the CFC activities as at 31 December 2012;
  - (iii) That UNEP had four projects classified with implementation delays, and that a report on those projects should be submitted to the 71<sup>st</sup> meeting;
- (b) To urge UNEP to publish the study on challenges associated with halon banking in developing countries (GLO/HAL/52/TAS/281) by the 71<sup>st</sup> meeting in order to avoid consideration of possible return of project funds;
- (c) To request the submission of additional status reports to the 71<sup>st</sup> meeting to monitor:
  - (i) Multi-year agreements (MYAs), excluding HCFC phase-out management plans (HPMPs), with issues related to:
    - a. Progress in project implementation for the methyl bromide (MB) phase-out plan in Guatemala approved over one year previously and for which no disbursement had been recorded;
    - b. Progress in project implementation for the three CFC/ODS phase-out plans in Ecuador, Kuwait, and the Philippines approved over one year previously with disbursement reported but lower than 10 per cent;
    - c. Signature of the Agreements for the CFC/ODS phase-out plans for Bahrain, Ecuador and Eritrea;
  - (ii) MYAs for HPMPs with issues related to:
    - a. Progress in project implementation for the HPMPs for Dominica, Gabon, Guyana, Mozambique, Nicaragua, Oman, Saint Kitts and Nevis and Suriname, as well as Bangladesh, Chile, the Dominican Republic, Guatemala, Iraq, Kuwait, and Qatar, approved over one year previously and for which no disbursement had been recorded, and the signature of the relevant Agreements;
    - b. Progress in project implementation for the MYAs for the HPMPs approved for El Salvador, India, the Islamic Republic of Iran, Panama, and the Bolivarian Republic of Venezuela, approved over one year previously with disbursement reported but lower than 10 per cent, and the signature of the relevant Agreements;

- c. Signature of the Agreements on HPMPs for Antigua and Barbuda, Bahrain, Eritrea, Ethiopia, Peru, the Philippines, Saudi Arabia, and Uganda;
- (iii) Institutional strengthening (IS) projects with issues related to:
  - a. The signature of the renewal or extension of projects in Algeria (ALG/SEV/57/INS/69), Brunei Darussalam (BRU/SEV/67/INS/14), the Cook Islands (CKI/SEV/67/INS/09), Grenada (GRN/SEV/67/INS/19), Mauritania (MAU/SEV/49/INS/17 and MAU/SEV/57/INS/23), Morocco (MOR/SEV/59/INS/63), and Saudi Arabia (SAU/SEV/67/INS/15);
  - b. Rates of disbursement of approved funds for the renewal or extension of projects in Albania (ALB/SEV/66/INS/24), Dominica (DMI/SEV/62/INS/20), Ecuador (ECU/SEV/59/INS/43), Mauritania (MAU/SEV/57/INS/23), Morocco (MOR/SEV/59/INS/63), Myanmar (MYA/SEV/64/INS/13) and Namibia (NAM/SEV/66/INS/18);
- (iv) The closure of the refrigerant management plan (RMP) in Yemen (YEM/REF/37/TAS/19);
- (v) HPMP project preparation in Mauritania (MAU/PHA/55/PRP/20) if the HPMP was not submitted to the 71<sup>st</sup> meeting;
- (d) To request UNEP:
  - (i) To return the balances for the terminal phase-out management plan (TPMP) verification project in Kuwait (KUW/PHA/57/TAS/15) by 31 December 2013;
  - (ii) To continue providing reports on the utilization of Compliance Assistance Programme (CAP) staff for Multilateral Fund Montreal Protocol activities according to the following five categories in the context of annual progress and financial reports:
    - a. Projects and services approved by the Executive Committee;
    - b. Pursuing synergies or implementing joint activities with other non-Multilateral Fund partnerships and initiatives;
    - c. Mobilizing resources for ozone protection activities from entities outside of Multilateral Fund;
    - d. UNEP-wide processes and activities; and
    - e. Administrative activities.
  - (iii) To provide a status report to the 71<sup>st</sup> meeting on the extent to which UNEP had implemented measures to ensure that all professional staff time paid with CAP funds was used for Multilateral Fund Montreal Protocol activities, in line with decision 50/26(a)(iii); and

- (iv) To ensure that regional network coordinators were directly accountable to the Network and Policy Manager in the OzonAction branch, based on the CAP organigram presented in the 2010 CAP budget (UNEP/OzL.Pro/ExCom/59/17), and according to the CAP structure indicated in the original description of the CAP programme provided in UNEP/OzL.Pro/ExCom/35/4.

**(Decision 70/10)**

**(v) UNIDO**

62. The representative of UNIDO, introducing document UNEP/OzL.Pro/ExCom/70/14, said that, as of 31 December 2012, UNIDO's overall disbursement rate was 80 per cent, and 66 HPMPs, as well as IS projects for 12 countries, were being implemented. In 2012, UNIDO had committed €205,000 from its regular budget to support its Montreal Protocol Branch in the implementation of HPMPs in a number of countries in sub-Saharan Africa. UNIDO had also provided initial comments on the Secretariat's suggestions for modification of performance indicators (as contained in document UNEP/OzL.Pro/ExCom/70/17), and would welcome further discussions with other implementing agencies and the Secretariat to better understand the implications of the proposed modifications. On the matter of the return of certain project balances addressed in the consolidated progress report (document UNEP/OzL.Pro/ExCom/70/10), the representative of UNIDO said that the balances shown were much higher than the project balances actually available because they contained undisbursed balances against open commitments, for which funds could not be returned. Finally, the projects referred to in the document as having very low levels of disbursement were the result of a change in the definition of disbursement in the new financial system. Most of the listed projects were very well advanced and funding commitments had been in the 80–100 per cent range.

63. The Executive Committee decided:

- (a) To note:
  - (i) UNIDO's progress report contained in document UNEP/OzL.Pro/ExCom/70/14;
  - (ii) That UNIDO would report to the 71<sup>st</sup> meeting on up to nine projects with implementation delays, including seven projects that had been classified as such in 2011;
- (b) To request the submission of additional status reports to the 71<sup>st</sup> meeting to monitor:
  - (i) Projects with issues related to:
    - a. Recruitment of the National Ozone Officer and new activities implemented for the institutional strengthening project in Qatar (QAT/SEV/59/INS/15);
    - b. Reallocation of the supplied chiller in Serbia to another beneficiary of the chiller project (EUR/REF/47/DEM/06);
    - c. Identification of beneficiaries and the financial scheme agreed for the chiller projects in Senegal and Sudan (AFR/REF/48/DEM/37) by the 71<sup>st</sup> meeting, as a milestone for achievement in order to avoid consideration of possible cancellation of those project components in those countries;

- d. Delivery of the equipment and implementation of activities for the halon banking project in the Islamic Republic of Iran (IRA/HAL/63/TAS/198);
  - e. The selection process for the national expert for the methyl bromide preparation project in Ethiopia (ETH/FUM/54/PRP/18);
- (ii) Project preparation if projects were not submitted to the 71<sup>st</sup> meeting for:
- a. HCFC phase-out management plan (HPMP) preparation activities in Libya (LIB/FOA/63/PRP/33, LIB/PHA/55/PRP/29 and LIB/PHA/63/PRP/32); and Tunisia (TUN/FOA/58/PRP/50 and TUN/PHA/55/PRP/48);
  - b. ODS disposal project preparation in Algeria (ALG/DES/59/PRP/74) and Lebanon (LEB/DES/61/PRP/72);
- (iii) The following projects owing to zero/low rates of disbursement of approved funds:
- a. The multi-year agreements (MYAs) for HPMPs approved over one year previously and for which no disbursement had been recorded for: the Bahamas, the Congo, Guinea, Guinea-Bissau, Iraq, Mozambique, Saint Vincent and the Grenadines, Sierra Leone, Suriname and Zambia; and
  - b. MYAs for HPMPs approved over one year previously, with disbursement reported but lower than 10 per cent for: Albania, Algeria, Argentina, Benin, Bosnia and Herzegovina, Burundi, Chad, Côte d'Ivoire, Ecuador, Egypt, Equatorial Guinea, Gabon, Guatemala, Indonesia, the Islamic Republic of Iran, Kuwait, Mexico, the Niger, Nicaragua, Nigeria, Oman, Qatar, Saint Lucia, Senegal, Sudan and Turkmenistan.

**(Decision 70/11)**

**(vi) World Bank**

64. The representative of the World Bank, introducing document UNEP/OzL.Pro/ExCom/70/15, said that the Bank had achieved cumulative ODP phase-out of over 300,000 tonnes through conversion and closure projects. Active projects were primarily MYAs, and 12 of those were being implemented. The Bank had an overall disbursement rate of 93 per cent. Most of the balance of undisbursed funds was for six HPMPs approved between April 2011 and December 2012. Regarding the adjusted performance indicators proposed in document UNEP/OzL.Pro/ExCom/70/17, the Bank welcomed efforts to align the ODS phase-out indicator with impacts from the implementation of MYAs, but felt that the proposed indicator could more clearly and simply measure the phase-out of ODS achieved. Also, while the Bank recognized the value of the new implementation indicator measuring the compliance of countries that had been funded, it did not view this as being directly within the purview of the implementing agencies. Finally, the Bank welcomed efforts to address its concerns regarding the trend to break MYA tranches into components and subsectors in the inventory of approved projects, and looked forward to continuing collaboration on a solution that balanced implementation and monitoring needs.

65. The Executive Committee decided:

- (a) To note:
  - (i) The World Bank's progress report contained in document UNEP/OzL.Pro/ExCom/70/15;
  - (ii) That the World Bank would report to the 71<sup>st</sup> meeting on a total of two projects with implementation delays, one of which had been classified as such in 2011;
- (b) To request the submission of additional status reports to the 71<sup>st</sup> meeting to monitor:
  - (i) The balance of funds for the national CFC phase-out plan in the chiller sector in Argentina (ARG/PHA/47/INV/148);
  - (ii) Closure of the methyl bromide (MB) demonstration project in Argentina (ARG/FUM/29/DEM/93);
  - (iii) Completion of the HCFC foam demonstration project in China (CPR/FOA/59/DEM/491);
  - (iv) The balance of funds for national CFC phase-out plan activities in Thailand (THA/PHA/60/INV/154);
  - (v) The progress of implementation and the rate of disbursement of approved funds for the HCFC phase-out management plans (HPMPs) for China and Viet Nam;
  - (vi) The signature of the grant Agreement for the approved HPMP for Thailand (THA/PHA/68/INV/161 and THA/PHA/68/INV/162);
  - (vii) The progress of implementation, the rate of disbursement of approved funds, as well as the signature of the grant Agreement for the HPMPs for Argentina, Indonesia and Jordan; and
  - (viii) The low rates of disbursement of approved funds for the global chiller demonstration project (GLO/REF/47/DEM/268).

**(Decision 70/12)**

(c) **Evaluation of the implementation of the 2012 business plans**

66. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/70/16, containing an evaluation of the 2012 business plans of the implementing agencies. He said that the overall performance of the agencies was higher than for 2011, except in the case of UNDP, which was slightly lower. Subsequent to the dispatch of documents, UNEP had indicated that it would continue to have a dialogue with Colombia on the "less than satisfactory" rating, and that the "less than satisfactory" rating by Malawi had been in error. The Secretariat had recommended that UNDP and UNEP have open and constructive discussions with the NOUs in Belize, Colombia and Senegal on areas where their services had been perceived to be less than satisfactory or unsatisfactory and report back on the matter to the 71st meeting of the Executive Committee.

67. In the ensuing discussion, one member said that Mexico's NOU had been in touch with UNIDO regarding the "less than satisfactory" or "unsatisfactory" ratings for UNIDO, which had resulted from an administrative error due to a change in the system, and the issue had now been resolved.

68. Another member noted that, as reported in document UNEP/OzL.Pro/ExCom/70/16, the cost of project preparation varied considerably, by year and by implementing agency, and he looked forward to informal discussion with the implementing agencies at the present meeting to understand the reasons for those variations, and how they were reflected in the administrative cost regime and in the core unit costs.

69. The Executive Committee decided:

(a) To note:

- (i) The evaluation of the implementing agencies' performance against their 2012 business plans, as contained in document UNEP/OzL.Pro/ExCom/70/16;
- (ii) The quantitative assessment of the performance of the implementing agencies for 2012 on a scale of 100 as follows: UNDP (87), UNEP (89), UNIDO (100), and the World Bank (71); and

(b) To request UNDP to have an open and constructive discussion with the National Ozone Unit (NOU) in Belize and UNEP with the NOUs in Belize, Colombia, and Senegal, regarding the areas where their services were perceived to be "less than satisfactory" and/or "unsatisfactory", and to report to the 71<sup>st</sup> meeting on the results of their consultations with the countries on the implementation matters raised in the qualitative performance assessments.

**(Decision 70/13)**

**(d) Performance indicators (decision 69/5(k))**

70. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/70/17, a report on performance indicators prepared pursuant to decision 69/5(k). He said the report showed that consideration should be given to the relevance of some performance indicators and the redefinition of others, given that the main project modality had shifted from individual to multi-year projects. The document provided background to the development of performance indicators in the Multilateral Fund and information on the current indicators. With input to the Secretariat from UNDP and UNIDO, it proposed modifying certain existing indicators and introducing some new ones.

71. In the ensuing discussion, a number of members welcomed the reassessment of performance indicators, given that the present indicators had been developed some time previously and were more appropriate to the individual, stand-alone projects that prevailed at that time rather than the multi-year projects that currently predominated. Several members said that the matter merited further discussion between the Secretariat and the implementing agencies, and welcomed the efforts made to initiate those discussions.

72. One member said that further debate was needed on whether the existing performance indicators gave sufficient information to the Executive Committee on how each of the implementing agencies was progressing in fulfilling the implementation goals of the Fund; whether the indicators should be linked to the funds that the implementing agencies were receiving; and whether there should be a more efficient feedback mechanism to reward those implementing agencies that were performing well and penalizing

those that were not. In that regard, it was imperative that the implementing agencies make serious efforts to comply with the agreed guidelines on submission of reports, monitoring of performance and meeting deadlines.

73. Another member raised the issue of whether the compliance of Article 5 countries might be an indicator for assessing the performance of the implementing agencies, given that the ultimate objective of projects and phase-out plans was to assist countries in complying with their phase-out targets. However, it was felt that rather than basing the performance assessment of an implementing agency on a country's compliance, it would be preferable to give greater weight to the ODS phase-out indicator. He also stated that the evaluation of the full achievement of the agencies against an indicator did not add value to the overall evaluation of the agencies' actual performance and he agreed with the Secretariat's intention not to perform this assessment in the future.

74. In response to a request from a member, the representatives of the implementing agencies responded to some of the issues raised. They agreed on the need for further discussion of the performance indicators and raised some issues of concern, including the possible linkage with compliance; how the implementing agencies would engage with the NOUs under the new performance indicators; the methodology by which performance would be assessed under each indicator; and how the actual achievement of phase-out was defined and recorded under the ODS phase-out indicator.

75. The Executive Committee decided:

(a) To note:

- (i) The report on performance indicators, as contained in document UNEP/OzL.Pro/ExCom/70/17;
- (ii) That full achievement in the assessment of implementing agencies' performance would not be evaluated in future reports; and

(b) To request the Secretariat to prepare, in consultation with the implementing agencies and other interested parties, a revised draft of the paper on performance indicators for consideration by the Executive Committee at its 71<sup>st</sup> meeting.

**(Decision 70/14)**

## **AGENDA ITEM 7: PROJECT PROPOSALS**

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

76. The representative of the Secretariat introduced documents UNEP/OzL.Pro/ExCom/70/18 and Add.1, which contained an analysis of the number of projects and activities submitted to the present meeting; the list of projects and activities submitted for blanket approval; and two investment projects submitted for individual consideration. Requests for the second tranche of funding for stage I of the HPMPs for the Islamic Republic of Iran and Nigeria had been withdrawn as the levels of disbursement for the previous tranches were below 20 per cent, and the request for funding for preparation of stage II of the HPMP for Mexico had been withdrawn as the Executive Committee had not yet concluded its discussions on the draft guidelines for funding the preparation of stage II HPMPs.

#### *Policy issues identified during project review*

77. No new issues had been identified during the project review process.

*Projects and activities submitted for blanket approval*

78. Regarding the list of projects submitted for blanket approval, the Committee agreed to remove the HPMP for Seychelles, (second tranche), from the list and to present it for individual consideration (see paragraphs 91 to 94 below).

79. The Executive Committee decided:

- (a) To approve the projects and activities submitted for blanket approval at the levels of funding indicated in Annex VIII 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, noting that the agreements between the following Governments and the Executive Committee had been updated based on the established HCFC baseline for compliance:
  - (i) The Agreement between the Government of Albania and the Executive Committee contained in Annex IX to the present report;
  - (ii) The Agreement between the Government of Benin and the Executive Committee contained in Annex X to the present report;
  - (iii) The Agreement between the Government of Burkina Faso and the Executive Committee contained in Annex XI to the present report;
  - (iv) The Agreement between the Government of Cambodia and the Executive Committee contained in Annex XII to the present report;
  - (v) The Agreement between the Government of Chad and the Executive Committee contained in Annex XIII to the present report;
  - (vi) The Agreement between the Government of Costa Rica and the Executive Committee contained in Annex XIV to the present report;
  - (vii) The Agreement between the Government of Ecuador and the Executive Committee contained in Annex XV to the present report;
  - (viii) The Agreement between the Government of Lebanon and the Executive Committee contained in Annex XVI to the present report;
  - (ix) The Agreement between the Government of Malawi and the Executive Committee contained in Annex XVII to the present report;
  - (x) The Agreement between the Government of Pakistan and the Executive Committee contained in Annex XVIII to the present report;
  - (xi) The Agreement between the Government of Rwanda and the Executive Committee contained in Annex XIX to the present report;
  - (xii) The Agreement between the Government of Sri Lanka and the Executive Committee contained in Annex XX to the present report; and
  - (xiii) The Agreement between the Government of Swaziland and the Executive Committee contained in Annex XXI to the present report;

- (b) 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 XXII to the present report; and
- (c) To request relevant bilateral and implementing agencies to include in their respective work programme amendments for submission to the 71<sup>st</sup> meeting, funding for verification reports for stage I of HPMPs for: Albania, the Bahamas, Plurinational State of Bolivia, the Central African Republic, Cuba, Fiji, the Gambia, the Lao People's Democratic Republic, Malawi, Mongolia, the Niger, Saint Lucia, Sao Tome and Principe, Serbia, Sri Lanka, Turkmenistan and Uganda.

**(Decision 70/15)**

**(b) Bilateral cooperation**

80. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/70/19, and explained that only one bilateral project had been received by the Secretariat for approval at the 70<sup>th</sup> meeting, namely, the HPMP for Seychelles, (second tranche), being implemented by the Government of Germany, at the amount of US \$180,267, including agency support costs. She informed the Executive Committee that the amount being requested, when combined with the amounts requested for projects approved at the 66<sup>th</sup> to the 69<sup>th</sup> meetings, was within Germany's bilateral cooperation limit for the triennium 2012-2014.

81. The Executive Committee decided to request the Treasurer to offset the costs of the bilateral project approved at the 70<sup>th</sup> meeting at the amount of: US \$180,267 (including agency fees) against the balance of Germany's bilateral contribution for 2012-2014.

**(Decision 70/16)**

**(c) Amendments to work programmes for 2013**

**(i) UNDP**

82. The Chair reminded the meeting that the funding requests in UNDP's amendments to its 2013 work programme, namely renewal of two IS projects described in document UNEP/OzL.Pro/ExCom/70/20, had already been approved under agenda item 7(a) (see paragraph 79 above).

**(ii) UNEP**

83. The Chair reminded the meeting that the funding requests in UNEP's amendments to its 2013 work programme, namely renewal of 18 IS projects and one request for the development of an HPMP described in document UNEP/OzL.Pro/ExCom/70/21, had already been approved under agenda item 7(a) (see paragraph 79 above).

**(iii) UNIDO**

84. The Chair reminded the meeting that the funding request in UNIDO's amendments to its 2013 work programme, namely renewal of one IS project described in document UNEP/OzL.Pro/ExCom/70/22, had already been approved under agenda item 7(a) (see paragraph 79 above).

**(d) Investment projects**Bolivarian Republic of Venezuela: HCFC phase-out management plan (stage I, third tranche) (UNIDO/UNEP)

85. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/70/48, which contained the resubmission of the request for the third tranche of funding for stage I of the HPMP for the Bolivarian Republic of Venezuela. The request had originally been presented to the 69<sup>th</sup> meeting, at which time its consideration had been deferred until a 20 per cent disbursement for the second tranche had been achieved. According to the revised information submitted by UNIDO, the disbursement of funding approved for the second tranche had reached 20.9 per cent and total disbursements 44.5 per cent.

86. The representative of UNIDO explained that the Fundación Fondo Venezolano de Reconversión Industrial y Tecnológica was not involved in the investment aspects of the HPMP. In effect, it was not an executing agency but a sub-contractor for support activities such as the training of technicians. It was also explained that the report on the tranches to the 69<sup>th</sup> meeting had been on expenditures made, which included disbursements but also obligations. Due to a miscommunication, this had only been reported as disbursements. The representative of UNIDO also confirmed that no disbursements had been moved from the first to the second tranche of stage I of the HPMP.

87. The Executive Committee decided:

- (a) To note the progress report on implementation of the second tranche of stage I of the HCFC phase-out management plan (HPMP) for the Bolivarian Republic of Venezuela; and
- (b) To approve the third tranche of stage I of the HPMP for the Bolivarian Republic of Venezuela, and the corresponding 2014 and 2015 tranche implementation plans, at the amount of US \$377,632, consisting of US \$324,875, plus agency support costs of US \$24,366 for UNIDO, and US \$25,125, plus agency support costs of US \$3,266 for UNEP.

**(Decision 70/17)**

India: CTC phase-out plan for the consumption and production sectors: 2011 verification report and work plan covering the funds remaining (World Bank)

88. The representative of the Secretariat introduced documents UNEP/OzL.Pro/ExCom/70/34 and Add.1. He recalled the background to the project proposal and drew members' attention to decision 70/7 taken at the present meeting under agenda item 6(b)(i), Consolidated progress report, pertaining to the return of remaining funds.

89. Members expressed differing views on the applicability of decision 70/7 to the case of India. Several considered that all remaining funds should be returned once CTC phase-out had been completed, which was the case in India, while others suggested that remaining funds might be required to ensure the sustainability of the phase-out.

90. Following a report on bilateral discussions among interested parties, the Executive Committee decided:

- (a) To request the World Bank, as lead implementing agency, to submit project completion reports for all activities under the CTC phase-out plan for the consumption and

production sectors in India to the last meeting of the Executive Committee in 2014; and

- (b) That expenditure for the implementation of the CTC phase-out plan for India already agreed between the World Bank, India and the counterparts before the present decision would be considered as an existing commitment in the context of sub-paragraph (b)(ii) of decision 70/7.

**(Decision 70/18)**

Seychelles: HCFC phase-out management plan (second tranche) (Germany)

91. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/70/43. The request for the second tranche of the HPMP for Seychelles had initially been included in the list of projects and activities submitted for blanket approval under agenda item 7(a), but the Executive Committee had agreed to remove it from that list and to present it for individual consideration owing to an issue relating to the calculation of HCFC-22 consumed in the servicing of foreign-flagged ships.

92. The representative of the Secretariat said that the progress report on implementation of the first tranche of the HPMP had indicated that estimated imports in 2012 had been 1.39 ODP tonnes (25.3 metric tonnes), which exceeded the maximum allowable consumption of 1.25 ODP tonnes set out in the Agreement between the Government of Seychelles and the Executive Committee. The Government of Germany had explained that, of that amount, 0.43 ODP tonnes (7.74 metric tonnes) had been used for charging refrigeration equipment on foreign-flagged ships. Consumption of that nature had been reported as being part of national consumption before 2012, but starting from 2012 it would be reported to the Ozone Secretariat as export. That would bring the actual HCFC amount used in the servicing sector in 2012 to within the maximum allowable consumption level. The Government of Seychelles had indicated that it had no intention of revising its baseline to exclude from it the amount used for charging foreign-flagged ships. This had been included in the stated approach to reporting.

93. Several members raised a number of issues related to: the need to ensure consistency in the approach used to calculate, on the one hand, the baseline and targets and, on the other, actual consumption; whether the amounts reported as exports by Seychelles were reported as imports by other countries; and the proposed ban on the servicing of foreign flagged ships in Seychelles from 2013 onwards. Consequently, the Chair requested interested parties to discuss those matters further and to inform the Committee of their consultations.

94. Following the report by the representative of the Secretariat on the discussions, the Executive Committee decided:

- (a) To note:
- (i) The progress report on the implementation of the first tranche of the HCFC phase-out management plan (HPMP) for Seychelles;
  - (ii) That the Fund Secretariat, in accordance with decision 63/48, had confirmed:
    - a. That the baseline for Seychelles remained unchanged;
    - b. That the starting point for sustained aggregate reduction in HCFC consumption was 1.4 ODP tonnes; and
  - (iii) That a new paragraph 16 had been added to the Agreement between the Government of Seychelles and the Executive Committee to indicate that the updated Agreement, as contained in Annex XXIII to the present report,

superseded the Agreement that had been approved at the 63<sup>rd</sup> meeting;

- (b) Also to note that the 2012 consumption reported by Seychelles under the country programme exceeded by 0.14 ODP tonnes the maximum allowable consumption of 1.25 ODP tonnes for that year, as set out in row 1.2 of its Agreement with the Executive Committee, because it included consumption of ODS used for servicing foreign-owned ships;
- (c) To recognize that the Government of Seychelles had established a quota system to control the import and export of HCFCs, had committed to meeting the targets in its Agreement with the Executive Committee, and would include the consumption of ODS used for servicing foreign-owned ships in its domestic consumption in its annual report under Article 7 of the Montreal Protocol; and
- (d) To approve the second tranche of the HPMP of Seychelles at the amount of US \$160,000, plus agency support costs of US \$20,267 for the Government of Germany.

**(Decision 70/19)**

**AGENDA ITEM 8: REPORT ON HOW TO RECORD DISBURSEMENT FOR STAGE I OF HCFC PHASE-OUT MANAGEMENT PLANS AS PER DECISION 69/24(c)**

95. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/70/50.

96. Several members commented that, as the new framework used under China's HPMP might be used in the future by other Article 5 countries, the Secretariat's proposed recording and accounting framework could be applied to other such countries. Several other members, however, considered that the implementation framework used for China could not be applied to other Article 5 countries. Another member said that, in the future, it could be considered whether the framework should be extended to non-investment projects, such as in the refrigeration servicing sector, which would gain importance with time.

97. Several members questioned the need for a new implementation framework and its applicability to other Article 5 countries. One member cited an example of a case relating to delay in disbursement of approved funds by the implementing agency concerned to the beneficiaries, resulting in loss of interest for the beneficiaries.

98. One member stated that the role of the Secretariat was to assist the members of the Executive Committee and not to make any comments on the interventions made by any member. He further stated that the Secretariat should not bring before the Executive Committee any innovative ideas that went against the interests of Article 5 Parties and the principles and provisions of the Montreal Protocol.

99. The representative of the Secretariat said that the framework had been restricted to investment projects because disbursements for non-investment projects were tracked by NOUs. Furthermore, non-investment projects were carried out mainly by UNEP, involving limited funds, therefore, it would be less likely that interest would accrue. With regard to the modality whereby interest would be offset, he recalled that the Committee had already decided to offset interest against tranche approval. He reiterated that the framework for national disbursement to final enterprise beneficiaries had been developed specifically for the HPMP for China, where a Government agency was used to disburse funds for the project. Within that framework, any interest collected by China would be returned to the Multilateral Fund. The purpose of the document was simply to outline the accounting procedure for recording national disbursement of funds to a final beneficiary and the interest received.

100. A contact group of interested members was established to consider a decision on the matter.
101. After hearing the report of the contact group, the Executive Committee decided:
- (a) To note:
    - (i) The report on how to record disbursement for stage I of HCFC phase-out management plans (HPMPs) as per decision 69/24(c), as contained in document UNEP/OzL.Pro/ExCom/70/50;
    - (ii) That the World Bank had already established practices to enable it to reflect disbursements from the Foreign Economic Cooperation Office/Ministry of the Environment (FECO/MEP) to final beneficiaries, under the definition used in the annual progress and financial report for stage I of the HPMP for China;
  - (b) To request UNDP and UNIDO, in the case of stage I of the HPMP for China:
    - (i) To designate in their annual progress and financial reports, as per decision 69/24(c), the implementation modality whereby disbursements were made to final beneficiaries from FECO/MEP under stage I of the HPMP;
    - (ii) To provide an extra column in their annual progress and financial reports for disbursements made from FECO/MEP to final beneficiaries, on the understanding that the reconciliation of the accounts of the Fund would not take into account this additional column;
  - (c) To request the implementing agencies, in the light of decision 68/22(b), in the case of stage I of the HPMP for China, to submit to the Treasurer an annual audited financial statement to be provided by FECO/MEP eight weeks prior to an Executive Committee meeting or earlier. The financial statement should show clearly the income received from the implementing agencies, the disbursements by FECO/MEP to final beneficiaries, and the interest amount earned by FECO/MEP on the balances held by FECO/MEP under stage I of the HPMP for China; and
  - (d) To request the Treasurer to record in the accounts of the Fund interest earned from balances held by FECO/MEP under stage I of the HPMP for China.

**(Decision 70/20)**

**AGENDA ITEM 9: DRAFT GUIDELINES FOR FUNDING THE PREPARATION OF STAGE II OF HCFC PHASE-OUT MANAGEMENT PLANS (decisions 66/5 and 69/22)**

102. The representative of the Secretariat, introducing document UNEP/OzL.Pro/ExCom/70/51, said that it contained the working text agreed by the contact group convened at the 69<sup>th</sup> meeting of the Executive Committee to discuss the draft guidelines for funding the preparation of stage II HPMPs. It also included a brief summary by the Secretariat of the original paper presented at the 69<sup>th</sup> meeting, and the process that had led to the working draft. She drew attention to one new issue included in the document, namely the need to take into account the draft guidelines, if agreed by the Executive Committee, when preparing the terms of reference for the study on administrative costs, pursuant to decision 68/10.

103. The Executive Committee continued discussing the matter in the contact group established for the purpose at its 69<sup>th</sup> meeting.

104. Subsequently, the convener of the contact group reported that the group had met several times to consider the text forwarded from the 69<sup>th</sup> meeting. Some progress had been made, including confirmation that previously agreed text would remain so. However, several new issues had arisen, and the group had not had time to finalize its discussions. She expressed the hope that interested parties would give due consideration to the text as it currently stood so that progress could be made in finalizing the draft guidelines at the 71<sup>st</sup> meeting. She had also indicated that the final working text discussed by the contact group would be made available on the intranet as a non-paper for the consideration of Committee Members before the 71<sup>st</sup> meeting. Finally, she said that it was implicit in the lack of agreement on the guidelines that the Secretariat would be unable to assess requests for funding project preparation for stage II of the HPMPs until the guidelines had been finalized.

105. The Executive Committee agreed to continue discussion of the draft guidelines for funding the preparation of stage II of HCFC phase-out management plans at its 71<sup>st</sup> meeting.

**AGENDA ITEM 10: CRITERIA FOR FUNDING HCFC PHASE-OUT IN THE CONSUMPTION SECTOR ADOPTED BY DECISION 60/44 (decisions 69/22(b) and 69/24(d))**

106. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/70/52, which had been prepared to assist the Executive Committee in reviewing the criteria for funding HCFC phase-out in the consumption sector, adopted by decision 60/44. The paper drew on a range of sources spanning the period between the adoption of decision XIX/6 of the Nineteenth Meeting of the Parties and the conclusion of the 69<sup>th</sup> meeting, including the views of the implementing agencies. In addition, it included a preliminary discussion of potential options to ensure that the level of funding for the first year of stage II HPMPs would meet the 20 per cent disbursement threshold, together with a set of observations.

107. During the ensuing discussion, several members welcomed the comprehensive and detailed report by the Secretariat. One member said that the potential of not-in-kind alternative technologies merited further investigation, including through the implementation of demonstration projects.

108. Several members said that the guidelines in decision 60/44, and subsequent policy decisions, had served well in assisting Article 5 countries to prepare their HPMPs, as exemplified by the large number of plans that had been approved. One member highlighted the accomplishment of the Committee in approving funding for HCFC phase-out projects, on the basis of the guidelines, thereby enabling phase-out of HCFCs well beyond the threshold expected, and delivering cost-effective assistance to Article 5 countries to help them meet or exceed their phase-out targets.

109. One member said that there was merit in applying the existing guidelines to stage II, and dealing with any policy or other issues as they arose, in a continuous process of review. That solution would only require some update of the details in the guidelines with regard to specific dates, and would enable the existing guidelines to meet the needs of individual parties in a timely manner.

110. A number of members disagreed with that approach, saying that the guidelines needed to be comprehensively updated on the basis of previous and continuing experience in order to best serve the needs of Article 5 countries as they developed their stage II projects. As a first stage, several members said that data should be gathered on the incremental capital and operating costs of completed HCFC phase-out projects, so that any revision of the guidelines could be based on actual costs, rather than estimated costs. One member, supported by others, said that the data gathered could be used to update elements of document UNEP/OzL.Pro/ExCom/70/52 in order to assist in the analysis of cost-effectiveness. Some members said that, given the comprehensive review set out in the document, there was little scope to update it using additional data, and the limited, case-specific data thus far available could prove to be inadequate for drawing useful lessons for future project formulation. It was stressed that additional information might not provide a basis for making comparisons with the approvals

of stage I HPMPs owing to the lack of cross-checking of the data, the possible changes to the configuration of the converted enterprise, and possible upgrades and expansions in the technology, among other factors.

111. In response to a query about the nature and sources of the data sought, the representative of the Secretariat said that the information would be limited to projects for which the capital costs had already been disbursed, and the implementing agencies would be the most appropriate source of information.

112. Those members favouring a thorough revision of the guidelines stressed the need for a dynamic, evidence-based approach that was able to keep pace with rapidly changing circumstances, including the development of alternative technologies that had not existed when the original guidelines had been formulated. Some members said that a complete revision of the guidelines might prove complex and time consuming, and favoured an approach whereby attention was focused on the elements of the guidelines giving most concern. One member stated that it was the prerogative of individual countries to choose the technology most appropriate to their circumstances.

113. Regarding the timeline for the submission of updated data for inclusion in the revision of guidelines for stage II HPMPs, several members stressed the urgency of the matter, given that project proposals under stage II were already being developed. One member said that the current stage I guidelines could be applied to any stage II proposals being submitted in the interim. Several members opposed any revision to the present guidelines, and asserted their preference for a process whereby the Secretariat compiled the requested data on existing HPMP investment projects as a prerequisite for the formulation of stage II guidelines. In response to a question about how the revision process would affect project preparation, the representatives of the implementing agencies said they envisaged difficulties submitting full project proposals under stage II without the relevant guidelines, though one representative said it would be possible to work with the existing ones.

114. The Committee agreed that a small drafting group of interested parties would draft text on the best way forward, particularly regarding the request to the Secretariat to obtain additional data, and the timeline for action on the matter. One member said that some discussion was needed on the difficulties that implementing agencies had faced in ensuring that the level of funding met the 20 per cent disbursement threshold. Subsequently, the convenor of the drafting group said that agreement had been reached on the text of a draft decision.

115. The Executive Committee decided:

- (a) To take note of the document on the criteria for funding HCFC phase-out in the consumption sector adopted by decision 60/44 (decisions 69/22(b) and 69/24(d)), as contained in document UNEP/OzL.Pro/ExCom/70/52;
- (b) To request relevant bilateral and implementing agencies to submit to the Secretariat, where available, information regarding incremental capital and operating costs incurred under stage I of HCFC phase-out management plans (HPMPs);
- (c) To request the Secretariat to include the information contained in paragraph (b) above in a revised document to be submitted to the Executive Committee at its 71<sup>st</sup> meeting;
- (d) To defer discussion of the criteria for funding HFCF phase-out in the consumption sector for stage II HPMPs to the 72<sup>nd</sup> meeting of the Executive Committee, with the goal of reaching agreement on such criteria at that meeting;

- (e) For those Article 5 countries that wished to do so, to allow the submission of stage II HPMPs in the absence of agreement on guidelines and provisions on funding for preparation of stage II, and prior to a decision by the Executive Committee on criteria for funding HCFC phase-out in the consumption sector for stage II, on the understanding that:
- (i) Any such proposals for stage II HPMPs would be considered on the basis of the existing guidelines for stage I HPMPs; and
  - (ii) The funding level approved for stage II would not be modified on the basis of the criteria to be adopted for funding HCFC phase-out in the consumption sector for stage II HPMPs.

**(Decision 70/21)**

**AGENDA ITEM 11: DISCUSSION PAPER ON MINIMIZING ADVERSE CLIMATE IMPACT OF HCFC PHASE-OUT IN THE REFRIGERATION SERVICING SECTOR (decision 68/11)**

116. The representative of the Secretariat introduced documents UNEP/OzL.Pro/ExCom/70/53 and Corr.1, which had been prepared on the basis of substantial discussion and consultation with the relevant implementing agencies, as well as experience gained in the implementation of projects in the refrigeration servicing sector.

117. Several members highlighted particularly useful aspects of the documents and their utility for the implementing agencies and Article 5 countries. These included: the variety of available alternatives, including those with positive results in terms of energy-efficiency, even though to date there had been no experience of use of those technologies under the Montreal Protocol; and the explanation of possible ways to reduce leakages. One member said it was important to encourage Article 5 countries to implement such measures. Another member noted the relation between the present document and the study being prepared by UNEP on financing options to address climate co-benefits for HCFC phase-out in LVC countries with servicing sector only (UNEP/OzL.Pro/ExCom/70/53/Inf.3). He encouraged the Secretariat to conduct further analysis of the issue and to engage in further discussion with UNEP and the other implementing agencies in order to exchange ideas and strategies to address the servicing sector in the most effective way possible to achieve compliance and minimize adverse climate impact.

118. One member highlighted various means of facilitating the introduction and ensuring the sustainability of energy-efficient technologies based on non-HCFC and low-global warming potential (GWP) refrigerants. They included: fostering dialogue among regulatory authorities and key stakeholders addressing ozone, climate, and energy-efficiency issues at country level; identifying technical and economic barriers to the use of alternatives, including implications for training and servicing practices; and developing related policies and/or codes and standards.

119. Members from Article 5 countries had difficulties with the third recommendation by the Secretariat in sub-paragraph (c) of paragraph 44 of the document, stating that their countries would need technical support if they were to accomplish the actions therein. One member pointed out that it would be hard for countries to develop their own standards if such internationally recognized standards did not already exist, as was the case for certain alternatives. They would also need technical assistance on measures such as the certification and registration of technicians and monitoring use of the technologies. Furthermore, one member felt that starting to limit the import of HCFC-based equipment might have the perverse effect of increasing the use of other high GWP-based alternatives. The Parties should be cautious and wait for the development of alternatives that would ensure a stable transition from HCFC-based equipment to energy-efficient equipment using low-GWP alternatives. One member found

the recommendation too prescriptive. Those who spoke also considered that more time was needed to review the document and the Secretariat's recommendations.

120. The Executive Committee agreed to defer consideration of the discussion paper on minimizing the adverse climate impact of HCFC phase-out in the refrigeration servicing sector to its 71<sup>st</sup> meeting.

**AGENDA ITEM 12: REPORT ON PROGRESS AND EXPERIENCES GAINED IN DEMONSTRATION PROJECTS FOR THE DISPOSAL OF UNWANTED ODS (decision 64/50)**

121. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/70/54, adding that six full projects for which preparation had already been approved remained to be submitted for consideration by the Executive Committee (Algeria, Brazil, India, Indonesia, Lebanon and the Philippines).

122. Some members expressed concern at the Secretariat's conclusion that some pilot ODS disposal projects could be used as a model for other countries in leveraging co-financing for carbon credits through the voluntary market, which appeared to contradict the report indicating a downturn in carbon markets. They also mentioned that disposal projects with such financing should be reviewed carefully with respect to their transaction costs, impact on climate and the environment, and integrity. The representative of the Secretariat emphasized that the conclusion was based on the successful, concrete output of the demonstration project in Nepal.

123. One member noted that, while the concerns expressed were valid, the report was based on use of the interim guidelines for ODS disposal, and the conclusions related only to that mandate. Two members continued to request clarification of the environmental benefits of the approach of co-financing through carbon credits, which was a highly complex process, sometimes resulting in large volumes of gases that were not eligible for disposal on the voluntary market. They requested that a report be submitted to the Executive Committee to ensure that the projects were not used to offset carbon emissions in a manner leading to increase of carbon emissions elsewhere.

124. The Chair suggested that interested members meet in the margins of the meeting to draft text for the Committee's consideration. After discussion, the members agreed that a corrigendum to document UNEP/OzL.Pro/ExCom/70/54 would be issued, reflecting the concerns expressed by members.

125. 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, as approved by decision 58/19, as contained in documents UNEP/OzL.Pro/ExCom/70/54 and Corr.1; and
- (b) To request the Secretariat to continue using the interim guidelines and applying them to the remaining demonstration projects for the disposal of unwanted ODS due for submission no later than the 72<sup>nd</sup> meeting.

**(Decision 70/22)**

**AGENDA ITEM 13: OPERATION OF THE EXECUTIVE COMMITTEE (decision 69/25)**

126. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/70/55, which provided an analysis of how two Executive Committee meetings per year could be held, without an intersessional approval procedure, while still enabling the Committee to fulfil its tasks. To achieve this, the dates and venues of the meetings would have to be carefully selected and the activities traditionally placed on the agenda of the second of the three annual meetings would have to be rescheduled appropriately.

127. In the ensuing discussion, several members reiterated their support for a two-meeting trial in 2014, given their perception of the Committee's present workload. They addressed the Secretariat's proposal to split the agencies' progress reports into two components: a narrative part with estimated data to be submitted to the first meeting of the year and a final version with financial data to be submitted to the second – final – meeting of the year. In their view, this option represented an unnecessary increase in the workload of the implementing agencies and the Secretariat. One member proposed that the integrated annual progress report be retained for consideration by the Executive Committee at the second of its two meetings. He nevertheless suggested that, as the second meeting would take place almost a year after the end of the period covered by the progress report, the bilateral and implementing agencies could prepare their progress reports, according to the usual schedule, for submission to the Secretariat around the end of May. These could then be posted on the Multilateral Fund website and be available for consideration by members at the usual time of year, thus giving members time to examine any policy issues arising from the progress reports at the second meeting. Furthermore, if the Executive Committee were to delegate to the Secretariat the responsibility for requesting status reports on delayed projects, a predominantly administrative procedure, then the Committee would only need to address the issue of any such status reports that had not been submitted by the second meeting, thus making efficient use of resources.

128. The member also recalled that the Committee could at any time schedule an intersessional meeting, stating that that option would therefore remain even under a two-meeting scenario.

129. Members expressed various preferences regarding the approximate dates of the two meetings in 2014 with a view to ensuring even spacing of the meetings while at the same time leaving all those concerned adequate time to prepare for other Montreal Protocol meetings. Flexibility would nevertheless be required in terms of the specific dates with a view to reaching consensus among Committee members and avoiding clashes with other meetings.

130. Several members said that the Committee should proceed carefully with any changes to its operating procedures as 2014 was a critical time for Article 5 Parties. One member, however, pointed out that there would be far fewer submissions for stage II HPMPs than there had been for stage I. The workload of the Committee in 2014 should therefore be less than in recent years.

131. In response to a question about the evaluation of the trial proposed in the Secretariat's recommendations, the representative of the Secretariat said that, in terms of timing, it might be better to evaluate the 2014 trial of a two-meeting scenario at the first meeting of 2015 rather than at the last meeting of 2014.

132. Following discussion of the matter in an informal group, the Executive Committee decided:

- (a) To take note of the document on the operation of the Executive Committee (UNEP/OzL.Pro/ExCom/70/55), prepared pursuant to decision 69/24;
- (b) To convene two meetings of the Executive Committee in 2014 on a trial basis, preferably in mid-April/early-May for the first meeting, and prior to the Twenty-Sixth Meeting of the Parties for the second meeting, on the understanding that:

- (i) The revised schedule of tranche requests for stage I of HCFC phase-out management plans (HPMPs) for Article 5 countries would be submitted between the first and the last meetings, as contained in Annex XXIV to the present report;
  - (ii) The terminal report and the plan of future action associated with the renewal of institutional strengthening projects could be submitted to the meeting immediately preceding the set date, namely, six months before the end of the previously approved period, to avoid any delay in the approval of such projects and on the understanding that they were in compliance with all relevant decisions;
  - (iii) Tranche requests for HPMPs with a funding level of up to US \$5 million (including agency support costs) would be included in the list of projects and activities recommended for blanket approval, provided that they contained no policy issues and all technical and cost issues had been agreed between the Secretariat and relevant bilateral and/or implementing agencies;
  - (iv) The 2014-2016 business plan of the Multilateral Fund would be submitted to the last meeting of the year, beginning in 2013;
  - (v) The document on the 2014 business plan and tranche submission delays would be submitted to both the first and last meetings of the year, thus amending decision 53/3(c);
  - (vi) A revised 2015-2017 business plan could be submitted to the first meeting of 2015 following the adoption of the 2015-2017 replenishment of the Multilateral Fund by the Parties to the Montreal Protocol;
  - (vii) The evaluation of the 2013 business plans would be submitted to the last meeting in 2014;
  - (viii) With regard to progress and financial reports:
    - a. Bilateral and implementing agencies would be requested to continue submitting their annual progress and financial reports to the Secretariat by 1 May each year;
    - b. The Secretariat would be requested to finalize the consolidated progress report and the relevant progress reports of the bilateral and implementing agencies and to post those documents on the Secretariat's intranet, once finalized, for consideration to the last meeting of the year;
    - c. The Secretariat would be authorized to request relevant bilateral and implementing agencies to provide status reports on issues identified during the review of the annual progress and financial reports;
- (c) To note that the Executive Committee could request the Secretariat to organize an intersessional meeting to discuss any urgent policy issues or project proposals that would need to be addressed between the first and last meetings where the compliance of an Article 5 country with its obligations under the Montreal Protocol was at risk; and

- (d) To review the two meetings per year scenario at the last meeting of 2014.

**(Decision 70/23)**

#### **AGENDA ITEM 14: PROVISIONAL ACCOUNTS**

133. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/70/56, which presented the provisional 2012 accounts of the Fund, as contained in the interim audit of the UNEP accounts for the biennium 2012–2013, recorded by UNEP in its accounts and submitted by the Treasurer.

134. The Executive Committee decided:

- (a) To take note of the Fund's 2012 provisional accounts contained in document UNEP/OzL.Pro/ExCom/70/56;
- (b) To note:
- (i) That the 2012 final accounts of the Fund would be submitted to the Committee at the 71<sup>st</sup> meeting and that further adjustments would be introduced as required;
  - (ii) The actions taken by the Treasurer in 2012 to reflect the adjustments resulting from the reconciliation of the 2011 accounts exercise;
  - (iii) The following responses provided by the Treasurer as a follow-up to decision 68/43(c)(i):
    - a. A decision on the methodology to be adopted to integrate the accounts of the Fund with those of UNEP was still pending the outcome of discussions involving UNEP, the International Public Sector Accounting Standard team at United Nations headquarters, and the United Nations Board of Auditors;
    - b. A footnote reflecting the outstanding contribution of the Russian Federation was not necessary in the light of accounting standards, rules and practices, according to which any outstanding contributions not written off were maintained in the outstanding contributions category of the accounts;
    - c. The issue of recording only the audited financial statements of UNIDO and the World Bank instead of their provisional accounts, as was currently the practice, was pending further discussions on the subject with the new external audit team from the National Audit Office of the United Republic of Tanzania;
- (c) As UNEP had not yet addressed the issue of mitigating exchange rate risks, to request the Treasurer to follow the matter up with UNEP, as requested by decision 68/43(c)(i)e, and to report back at the 71<sup>st</sup> meeting;
- (d) To note the response provided by UNEP, as implementing agency, as a follow-up to decision 68/43(c)(ii), on its current practices and procedures relating to cash advances; and

- (e) To request UNEP to update the Committee at its 71<sup>st</sup> meeting on the procedures set by the UNEP-wide standard on cash advances and the potential impact on Multilateral Fund-funded project implementation.

**(Decision 70/24)**

**AGENDA ITEM 15: REPORT OF THE EXECUTIVE COMMITTEE TO THE TWENTY-FIFTH MEETING OF THE PARTIES TO THE MONTREAL PROTOCOL**

135. The Chief Officer introduced document UNEP/OzL.Pro/ExCom/70/57, which contained the draft report of the Executive Committee to the Twenty-fifth Meeting of the Parties. She said that it contained the most important decisions taken by the Executive Committee at its 68<sup>th</sup> and 69<sup>th</sup> meetings and that it would need to be updated to reflect the decisions adopted at the 70<sup>th</sup> meeting.

136. After considering the draft report, the Executive Committee decided to authorize the Secretariat to finalize it in light of the discussions held and decisions taken at the 70<sup>th</sup> meeting of the Executive Committee, and the comments made on this item by Executive Committee members.

**(Decision 70/25)**

**AGENDA ITEM 16: REPORT OF THE SUB-GROUP ON THE PRODUCTION SECTOR**

137. The representative of Canada, as facilitator of the Sub-group on the Production Sector, reported on its deliberations, which are described in documents UNEP/OzL.Pro/ExCom/70/58 and Add.1, and said that progress had been made on several items. Agreement had been reached on the support costs for the World Bank for implementation of China's HPPMP and progress had been made on the draft agreement between China and the Executive Committee for stage I of China's HPPMP. The Sub-group understood that the World Bank would verify any additional plants not presently covered by the HPPMP, should any be identified in the future, and the World Bank had indicated that, if additional verification were required, its support fee would need to be revisited. It had also been agreed that, in the absence of finalization of the draft agreement between China and the Executive Committee for the HPPMP, the World Bank should be allowed, on a one-time basis, to disburse the funds approved for the first tranche of stage I of the HPPMP in advance of the agreement's conclusion.

138. The Sub-group had also considered the sub-account for technical audits of the ODS production sector and had noted that US \$385,418.72 had been returned to the Fund for reprogramming. The allocation of funds from the polyurethane foam sector to the production sector in the Agreement between the World Bank and China for stage I of the HCFC phase-out in the polyurethane foam and production sectors had also been discussed, and the Sub-group had recommended, as a safeguard measure, that prior approval be sought before allocating funds between sectors. The Sub-group had continued its discussion on the proposed draft HCFC production sector guidelines but, owing to lack of progress, had agreed to postpone further discussion until the 71<sup>st</sup> meeting of the Executive Committee. Finally, the Sub-group had not been able to agree on the technical audit of the HCFC production sector in India.

139. One member expressed the view that the plants that formed part of the technical audit were eligible for funding according to decision XIX/6 of the Nineteenth Meeting of the Parties. He also said that the text in paragraph 18 of the report of the Sub-group should end with the words "fifth plant", as that plant had been established well before 2008. Approval of the HPPMP for China at the 69<sup>th</sup> meeting had been a great moment for both China and all other Article 5 countries. However, challenges remained, especially given the limited funds available at the present time. The Executive Committee was now at the mid-point of the freeze year 2013 and much remained to be accomplished in the remaining six months. It was thus important to reach an agreement between China and the Executive Committee and he urged the Committee to complete the task at its 71<sup>st</sup> meeting.

140. In the ensuing discussion, it was pointed out that the Sub-group had been unable to reach consensus on a number of issues and it was especially regrettable that there had been no agreement on the eligibility of swing plants. Given the lack of agreement, it was questioned whether the Sub-group should continue to discuss the issue. In response, the facilitator explained that because of its crowded agenda the Sub-group had not had sufficient time to address all the outstanding issues in the HCFC production sector guidelines, which included the eligibility of swing plants. However, the Sub-group still wished to try to resolve those issues and would continue discussing them at its next meeting. However, he concurred that there had been no agreement in the Sub-group on how to move forward with the technical audit of the HCFC production sector in India.

141. The Executive Committee decided:

- (a) To note:
  - (i) The information on administrative costs for the World Bank for the HCFC production phase-out management plan (HPPMP) in China, as submitted to the Sub-group on the Production Sector;
  - (ii) The report on the sub-account for the technical audits of the ODS production sector, as submitted to the Sub-group, and that US \$385,418.72 had been returned to the Fund for reprogramming; and
  - (iii) The report on the allocation from the polyurethane foam sector to the production sector in the Agreement between the Government of China and the World Bank for stage I of the HCFC Phase-out Management Plan, as submitted to the Sub-group on the Production Sector;
- (b) That the administrative fee for the World Bank for the HPPMP in China should be 5.6 per cent for the total duration of China's HPPMP;
- (c) That the World Bank might, on a one-time exceptional basis, provide the first tranche of funding for stage I to commence implementation of stage I of China's HPPMP in advance of approval of the relevant agreement between the Government of China and the Executive Committee, pursuant to decision 69/28;
- (d) To approve a total of US \$1,344,000 for the World Bank for agency support costs associated with the first tranche of stage I of the HPPMP for China approved at the 69<sup>th</sup> meeting; and
- (e) To request the World Bank to seek prior approval for any allocation of funds between sectors as a safeguard measure whenever grant agreements combined more than one sector in a shared grant agreement.

**(Decision 70/26)**

**AGENDA ITEM 17: REPORT BY THE SELECTION PANEL ON THE RECRUITMENT PROCESS FOR THE POSITION OF CHIEF OFFICER OF THE MULTILATERAL FUND SECRETARIAT (decision 69/26(g))**

142. Pursuant to decision 69/26(g), the Chair, speaking in her capacity as Co-chair of the Selection Panel, reported on progress made in selecting the Chief Officer. She said that the vacancy announcement had been issued on 13 February 2013, with a deadline for applications of 24 April 2013. The announcement had been posted on Inspira, the United Nations online recruitment system, and on the web pages of UNEP and the Multilateral Fund, circulated to the UNEP permanent missions and published in *The Economist*.

143. Of the 149 applications received, 51 had been found to comply with the requirements in the Inspira system. The Selection Panel had then reviewed the personal history of each applicant and had applied a scoring matrix in order to rank candidates according to criteria and a scoring method agreed by the Panel. A consolidated ranking based on an arithmetic average had been calculated for each candidate. The top eight candidates had then been invited for an interview at the headquarters of the United Nations Economic and Social Council for Asia and the Pacific in Bangkok; six had opted for face-to-face interviews and two for interview by telephone. As per decision 68/46(d)(iv), UNEP had provided a briefing session for Panel members before the interviews to clarify the procedures and processes of the Inspira system. The candidates had been assessed to determine their competence in the fields identified by the Executive Committee, including knowledge of the Multilateral Fund and its operations, experience in managing an organization and staff and in strategic planning, and strong communication skills.

144. The Selection Panel had unanimously recommended three candidates, one of whom was a woman, as required by the United Nations rules and regulations on gender representation. A draft report was being prepared by the two Co-Chairs of the Selection Panel for endorsement by all its members. Once the report and its recommendation had been finalized, it would be submitted, through the Executive Director of UNEP, to the Secretary-General of the United Nations. In parallel, the Senior Review Group would assess the recruitment process that had been followed to ensure that it had complied with all the rules and procedures of the United Nations human resources system. Once the Senior Review Group had determined that the recruitment process had been valid, the Secretary-General would make his decision.

145. The Executive Committee decided:

- (a) To take note of the progress report on the selection of the Chief Officer of the Multilateral Fund Secretariat, as presented by the Chair of the Executive Committee and Co-chair of the Selection Panel to the 70<sup>th</sup> meeting of the Executive Committee;
- (b) To authorize the Chair of the Executive Committee to forward the Selection Panel's report and recommendation, on behalf of the Executive Committee and through the Executive Director of UNEP, to the Senior Review Group and to the United Nations Secretary-General; and
- (c) To request the Chair of the Executive Committee to closely monitor the process and report to the Executive Committee at its 71<sup>st</sup> meeting.

**(Decision 70/27)**

**AGENDA ITEM 18: OTHER MATTERS**Report of the Executive Committee to the Open-ended Working Group on progress made in reducing emissions of controlled substances from process agents (UNEP/OzL.Pro/ExCom/70.Inf.2)

146. The representative of Finland referred to an information document on the report of the Executive Committee to the Open-ended Working Group on progress made in reducing emissions of controlled substances from process agents and reminded the Executive Committee that the Twenty-first Meeting of the Parties, in decision XXI/3, had requested that the Executive Committee and the Technology and Economic Assessment Panel (TEAP) submit to the Open-ended Working Group (OEWG) on a biennial basis a joint report on the progress made in reducing emissions of controlled substances from process agents. Furthermore, he added that the suggestion in the report that it would be the final such report might be premature, and that any discontinuation of reporting would need to be discussed in the light of related decisions by the Parties.

147. The representative of the Secretariat explained that given the timing of TEAP meetings and the Panel's reports there had not been sufficient time for the Executive Committee to review the draft of the joint report with TEAP before submission to the meeting of the OEWG. Consequently, the Executive Committee had provided its input in the form of a separate report to the OEWG for TEAP to take it into account when finalizing its report.

148. The representative of Finland thanked the representative of the Secretariat for his explanation and said that, in view of decision XXI/3, it might be necessary for the Meeting of the Parties to consider whether additional reporting would be necessary in the future and to regularize the practice accordingly.

Draft annotated outline of the study on financing options to address climate co-benefits for HCFC phase-out in LVC countries with servicing sector only (UNEP/OzL.Pro/ExCom/70.Inf.3)

149. In light of the discussion that had taken place during the meeting, the representative of Finland requested the Executive Committee to defer consideration of the draft annotated outline of the study on financing options to address climate co-benefits for HCFC phase-out in LVC countries with servicing sector only, submitted by UNEP.

Retirement of Mr. Moses Ajibade, Treasurer of the Multilateral Fund

150. The Chair recalled that Mr Moses Ajibade, Treasurer of the Multilateral Fund, would be retiring after the present meeting.

151. Several members thanked Mr. Ajibade for his diligence and responsiveness in the performance of his duties.

152. In response, the Treasurer thanked members for their comments and said that the level of seriousness and commitment with which members and implementing agencies prepared for Executive Committee meetings had been an inspiration to him. His attendance at the meetings had given him an understanding of how practical negotiations were conducted and brought to a successful conclusion.

Retirement of Ms. Maria Nolan, Chief Officer of the Multilateral Fund Secretariat

153. As Ms. Maria Nolan, the Chief Officer of the Multilateral Fund Secretariat, would be retiring later in the year, members of the Executive Committee thanked her for her dedicated work, and her success in pursuing and expanding on the work initiated by the first Chief Officer. Statements of appreciation were made, in particular, by the members representing Belgium, Canada, Finland, India, Kuwait, the United Kingdom of Great Britain and Northern Ireland, the United States of America and

Uruguay; by the representatives of UNDP, UNEP, UNIDO and the World Bank, as implementing agencies; by the representative of the Ozone Secretariat; and by the representative of the Multilateral Fund Secretariat on behalf of Secretariat staff.

154. The representative of Belgium said that Ms Nolan had participated as an honoured member of the ozone community, performing all tasks to an excellent level and providing explanations of complicated technical issues. He wished her a long, happy retirement.

155. The representative of Canada said that Ms. Nolan had risen to the formidable challenge of taking over from her predecessor, managing a virtually seamless transition. During her tenure as Chief Officer, there had been many demanding tasks to be undertaken and she had always ensured that everything ran like clockwork. Substantial progress had been made during that time and he thanked her for all her support.

156. The representative of Finland said that the Chief Officer had shown immense strength in crises. One of her main accomplishments had been to strengthen and extend the outreach of the Secretariat.

157. The representative of India expressed his gratitude for the leadership and accessibility of the Chief Office during her tenure. It was hard to believe that she was retiring.

158. The representative of Kuwait thanked the Chief Officer for her work and assured her that she would remain in the hearts of members.

159. The representative of the United Kingdom of Great Britain and Northern Ireland praised his delegation's former constituent, saying that the United Kingdom of Great Britain and Northern Ireland's loss had been the Executive Committee's gain. Ms. Nolan had brought a wealth of experience to the Committee and outstanding progress had been made during her tenure as Chief Officer. He thanked her for all her support and wished her well for the future.

160. The representative of the United States of America thanked the Chief Officer for her hard work and dedication to her task. The Executive Committee had accomplished much during her tenure.

161. The representative of Uruguay, speaking on behalf of the group of countries from Latin America and the Caribbean, said that he always felt at home at meetings of the Executive Committee and that Ms. Nolan was largely responsible for creating the welcoming atmosphere. She too had contributed to making the Executive Committee an exemplary body and was the personification of commitment. She had given her successor every chance of success as he or she had such a good base on which to build.

162. The representative of UNDP thanked Ms. Nolan for her hard work, and underlined the good cooperation between UNDP and the Secretariat during the years of her leadership. She praised her positive spirit, openness and dynamism. The representative of UNIDO said that he had enjoyed working with Ms. Nolan, both as Chief Officer and previously as a member of the Methyl Bromide Technical Options Committee, and had fond memories of the many exchanges they had had over that period. UNIDO appreciated the human values she had brought to her support of the Organization. The representative of UNEP, speaking also on behalf of the CAP team, praised Ms. Nolan's diplomacy and courage, and thanked her for ensuring the supportive participation of the Secretariat in their meetings. The representative of the World Bank said that the transition had been seamless when Ms. Nolan stepped into her role as Chief Officer, and the Multilateral Fund had achieved a huge amount during her tenure. During that period she had faced numerous challenges, which she had handled in an efficient manner, and she had been a major force in pushing the Secretariat to be innovative in responding to the tasks before it. All the implementing agencies wished her all the best in her retirement.

163. Mr. Marco Gonzales, speaking on behalf of the Ozone Secretariat, referred to the breadth and wealth of experience that Ms. Nolan had brought to the task of helping the Multilateral Fund through challenging times. During that process, the level of cooperation between the Ozone and Fund Secretariats had increased significantly, and the synergies that had been built had borne fruit in the quality of work of both Secretariats. He spoke of the contradictory feelings that Ms. Nolan would undoubtedly be experiencing as she felt the pull to continue providing her services for the benefit of those bodies, while looking forward to a happy period of retirement. He wished her well as she faced new challenges in the future.

164. Mr. Eduardo Ganem, Deputy Chief Officer, speaking on behalf of the Secretariat, recalled the arrival of Ms. Nolan to join the Fund Secretariat in February 2004, only weeks before the 42<sup>nd</sup> meeting of the Executive Committee, at which she had had to deal with a very demanding agenda. She had taken over as Chief Officer at a time when the very success of the Fund added considerable pressure to that position. Drawing on her experience as a former member of the Executive Committee, one of her first initiatives had been to streamline the meeting process. The results she had achieved since her arrival spoke for themselves, with nearly 30 meetings reaching successful conclusions, and millions of dollars approved for phase-out activities. On a personal basis, she had empowered her staff to undertake full responsibility to accomplish their assigned tasks, and was always available to offer advice, support and guidance. Finally, on behalf of the entire staff of the Secretariat, Mr. Ganem expressed appreciation to Ms. Nolan as both a friend and a colleague, and wished her all the best in retirement.

165. The Chief Officer responded to the expressions of appreciation, thanking the members of the Executive Committee, the implementing agencies and the Secretariat for their kind words, stating however that her own success was in large part attributable to the outstanding support of her colleagues in the Secretariat. She had known many of the people in attendance at the present meeting for a long time and they had been through many challenging times together. They had, however, overcome the obstacles and had made the Montreal Protocol the most successful multilateral environmental agreement of all time. Furthermore, many firm friendships had been formed in the process. The results of the Montreal Protocol had been phenomenal. Of particular note was the virtual phase-out of CFCs in all developing countries. The way ahead, with its HCFC-related challenges, would not be easy but she was sure that the Executive Committee would rise to the task. She wished her replacement every success in his or her position and conveyed her best wishes to all the participants in the meeting, hoping that she would see them again before too long.

#### **AGENDA ITEM 19: ADOPTION OF THE REPORT**

166. The Executive Committee adopted its report on the basis of the draft report contained in document UNEP/OzL.Pro/ExCom/70/L.1.

#### **AGENDA ITEM 20: CLOSURE OF THE MEETING**

167. Following the customary exchange of courtesies, the Chair declared the meeting closed at 5.35 p.m. on Friday, 5 July 2013.

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

**TABLE 1 : STATUS OF THE FUND FROM 1991-2013 (IN US DOLLARS)**

As at 28 June 2013

<b>INCOME</b>		
Contributions received:		
- Cash payments including note encashments		2,705,394,243
- Promissory notes held		33,427,261
- Bilateral cooperation		148,056,476
- Interest earned		208,660,569
- Additional income from loans and other sources		-
- Miscellaneous income		16,446,636
<b>Total Income</b>		<b>3,111,985,185</b>
<b>ALLOCATIONS* AND PROVISIONS</b>		
- UNDP	708,011,519	
- UNEP	234,190,212	
- UNIDO	744,306,141	
- World Bank	1,110,499,794	
Unspecified projects	-	
Less Adjustments	-	
<b>Total allocations to implementing agencies</b>		<b>2,797,007,666</b>
Secretariat and Executive Committee costs (1991-2011)		
- includes provision for staff contracts into 2015		98,947,615
Treasury fees (2003-2013)		5,050,550
Monitoring and Evaluation costs (1999-2013)		3,544,504
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		148,056,476
Provision for fixed-exchange-rate mechanism's fluctuations		
- losses/(gains) in value		(21,155,719)
<b>Total allocations and provisions</b>		<b>3,033,265,801</b>
Cash		<b>45,292,123</b>
<b>Promissory Notes:</b>		
	<b>2013</b>	7,179,287
	<b>2014</b>	12,609,913
	<b>2015</b>	9,092,041
	<b>2016</b>	4,546,020
		<b>33,427,261</b>
<b>BALANCE AVAILABLE FOR NEW ALLOCATIONS</b>		<b>78,719,384</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 - 2013 SUMMARY STATUS OF CONTRIBUTIONS AND OTHER INCOME**  
 BALANCE AVAILABLE FOR NEW ALLOCATIONS

As at 28 June 2013

Description	1991-1993	1994-1996	1997-1999	2000-2002	2003-2005	2006-2008	2009-2011	1991 - 2011	2012	2013	1991 - 2013
Pledged contributions	234,929,241	424,841,347	472,567,009	440,000,001	474,000,000	368,028,480	399,640,706	2,814,006,785	131,538,756	132,419,807	3,077,965,348
Cash payments/received	206,511,034	381,555,255	413,011,018	408,090,922	417,816,135	339,920,544	373,153,733	2,540,058,642	111,895,413	53,440,188	2,705,394,243
Bilateral assistance	4,366,255	11,909,814	21,358,066	21,302,696	47,851,135	19,074,631	13,917,899	139,780,497	5,509,248	2,766,731	148,056,476
Promissory notes	0	0	0	0	0	(0)	5,090,816	5,090,816	14,698,384	13,638,062	33,427,261
Total payments	210,877,289	393,465,069	434,369,084	429,393,618	465,667,270	358,995,175	392,162,448	2,684,929,954	132,103,045	69,844,980	2,886,877,980
Disputed contributions	0	8,098,267	0	0	0	32,471,642	405,792	40,975,701	1,794,577	913,526	43,683,804
Outstanding pledges	24,051,952	31,376,278	38,197,925	10,606,383	8,332,730	9,033,305	7,478,258	129,076,831	(564,289)	62,574,827	191,087,369
Payments %age to pledges	89.76%	92.61%	91.92%	97.59%	98.24%	97.55%	98.13%	95.41%	100.43%	52.75%	93.79%
Interest earned	5,323,644	28,525,733	44,685,516	53,946,601	19,374,449	43,537,814	10,544,631	205,938,388	2,347,348	374,832	208,660,569
Miscellaneous income	1,442,103	1,297,366	1,223,598	1,125,282	1,386,177	3,377,184	3,547,653	13,399,363	1,534,909	1,512,363	16,446,636
<b>TOTAL INCOME</b>	<b>217,643,036</b>	<b>423,288,168</b>	<b>480,278,198</b>	<b>484,465,502</b>	<b>486,427,896</b>	<b>405,910,173</b>	<b>406,254,732</b>	<b>2,904,267,705</b>	<b>135,985,303</b>	<b>71,732,176</b>	<b>3,111,985,184</b>

Accumulated figures	1991-1993	1994-1996	1997-1999	2000-2002	2003-2005	2006-2008	2009-2011	1991 - 2011	2012	2013	1991 - 2013
Total pledges	234,929,241	424,841,347	472,567,009	440,000,001	474,000,000	368,028,480	399,640,706	2,814,006,785	131,538,756	132,419,807	3,077,965,348
Total payments	210,877,289	393,465,069	434,369,084	429,393,618	465,667,270	358,995,175	392,162,448	2,684,929,954	132,103,045	69,844,980	2,886,877,980
Payments %age to pledges	89.76%	92.61%	91.92%	97.59%	98.24%	97.55%	98.13%	95.41%	100.43%	52.75%	93.79%
Total income	217,643,036	423,288,168	480,278,198	484,465,502	486,427,896	405,910,173	406,254,732	2,904,267,705	135,985,303	71,732,176	3,111,985,184
Total outstanding contributions	24,051,952	31,376,278	38,197,925	10,606,383	8,332,730	9,033,305	7,478,258	129,076,831	(564,289)	62,574,827	191,087,369
As % to total pledges	10.24%	7.39%	8.08%	2.41%	1.76%	2.45%	1.87%	4.59%	-0.43%	47.25%	6.21%
Outstanding contributions for certain Countries with Economies in Transition (CEITs)	24,051,952	31,376,278	32,525,665	9,701,251	7,414,995	6,020,412	6,864,292	117,954,845	3,595,767	1,287,604	122,838,217
CEITs' outstandings %age to pledges	10.24%	7.39%	6.88%	2.20%	1.56%	1.64%	1.72%	4.19%	2.73%	0.97%	3.99%

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 : 1991-2013 Summary Status of Contributions**

As at 28 June 2013

Party	Agreed Contributions	Cash Payments	Bilateral Assistance	Promissory Notes	Outstanding Contributions	Exchange (Gain)/Loss. NB:Negative amount = Gain
Andorra	58,577	46,633	0	0	11,944	0
Australia*	60,461,755	58,850,848	1,610,907	0	0	353,836
Austria	32,715,869	32,584,079	131,790	0	0	-747,815
Azerbaijan	944,863	311,683	0	0	633,180	0
Belarus	2,900,526	0	0	0	2,900,526	0
Belgium	40,610,780	40,610,780	0	0	0	1,056,958
Bulgaria	1,379,221	1,379,221	0	0	0	0
Canada*	110,221,143	99,392,134	9,755,736	0	1,073,273	-3,849,101
Cyprus	714,331	636,089	0	0	78,243	4,767
Czech Republic	9,250,574	8,963,004	287,570	0	0	280,261
Denmark	26,870,224	26,709,171	161,053	0	0	-727,131
Estonia	406,937	406,937	0	0	0	19,009
Finland	21,069,905	20,670,747	399,158	0	0	-598,395
France	235,993,448	210,164,103	15,504,947	0	10,324,398	-14,325,076
Germany	340,637,503	260,999,095	55,097,946	30,093,928	-5,553,466	-442,463
Greece	17,828,256	15,477,570	0	0	2,350,686	-1,340,447
Holy See	3,402	0	0	0	3,402	0
Hungary	6,299,528	4,760,499	46,494	0	1,492,535	-76,259
Iceland	1,250,430	1,143,416	0	0	107,014	50,524
Ireland	11,103,279	11,103,278	0	0	0	590,215
Israel	12,874,157	3,824,671	152,462	0	8,897,024	0
Italy	185,564,321	158,164,613	15,355,008	0	12,044,701	3,291,976
Japan	599,724,697	567,919,851	19,522,669	0	12,282,177	0
Kuwait	286,549	286,549	0	0	0	0
Latvia	609,241	609,240	0	0	0	-2,483
Liechtenstein	304,457	304,456	0	0	0	0
Lithuania	959,812	466,846	0	0	492,967	0
Luxembourg	2,793,140	2,793,140	0	0	0	-79,210
Malta	238,620	180,788	0	0	57,832	0
Monaco	197,880	197,880	0	0	0	-697
Netherlands	63,343,199	63,343,198	0	0	0	0
New Zealand	9,042,316	9,042,315	0	0	0	180,048
Norway	24,511,307	24,511,307	0	0	0	295,195
Panama	16,915	16,915	0	0	0	0
Poland	12,774,747	12,661,747	113,000	0	0	0
Portugal	14,659,039	11,191,959	101,700	0	3,365,380	198,162
Romania	1,042,190	741,125	0	0	301,065	0
Russian Federation	110,523,509	2,724,891	0	0	107,798,619	0
San Marino	21,939	21,939	0	0	0	0
Singapore	531,221	459,245	71,976	0	0	0
Slovak Republic	2,899,615	2,641,560	16,523	0	241,532	12,128
Slovenia	1,755,792	1,580,596	0	0	175,196	0
South Africa	3,793,691	3,763,691	30,000	0	0	0
Spain	95,052,109	86,463,490	4,077,763	0	4,510,857	540,808
Sweden	41,273,630	39,699,277	1,574,353	0	0	-485,476
Switzerland	44,983,831	43,070,601	1,913,230	0	0	-2,103,299
Tajikistan	113,308	43,047	0	0	70,261	0
Turkmenistan**	293,245	5,764	0	0	287,481	0
Ukraine	9,513,651	1,303,750	0	0	8,209,901	0
United Arab Emirates	559,639	559,639	0	0	0	0
United Kingdom	212,561,707	211,996,708	565,000	0	0	-3,251,754
United States of America	703,700,700	660,405,553	21,567,191	3,333,333	18,394,623	0
Uzbekistan	724,623	188,606	0	0	536,017	0
SUB-TOTAL	3,077,965,348	2,705,394,243	148,056,476	33,427,261	191,087,369	-21,155,719
Disputed Contributions***	43,683,804	0	0	0	43,683,804	0
TOTAL	3,121,649,152	2,705,394,243	148,056,476	33,427,261	234,771,173	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 2013

As at 28 June 2013

Party	Agreed Contributions	Cash Payments	Bilateral Assistance	Promissory Notes	Outstanding Contributions
Andorra	11,907				11,907
Australia	3,287,899	3,287,899			0
Austria	1,447,492	1,447,492			0
Azerbaijan	25,514				25,514
Belarus	71,439				71,439
Belgium	1,828,500	1,828,500			0
Bulgaria	64,635	64,635			0
Canada	5,454,884	4,381,612			1,073,273
Cyprus	78,243				78,243
Czech Republic	593,625	593,625			0
Denmark	1,251,885	1,251,885			0
Estonia	68,037	68,037			0
Finland	962,727	962,727			0
France	10,414,798				10,414,798
Germany	13,638,062		2,766,731	13,638,062	(2,766,731)
Greece	1,175,343				1,175,343
Holy See	1,701				1,701
Hungary	494,971				494,971
Iceland	71,439				71,439
Ireland	847,063	847,063			0
Israel	653,157				653,157
Italy	8,502,952				8,502,952
Japan	21,312,660	14,264,340			7,048,321
Latvia	64,635	64,635			0
Liechtenstein	15,308	15,308			0
Lithuania	110,560				110,560
Luxembourg	153,084	153,084			0
Malta	28,916				28,916
Monaco	5,103	5,103			0
Netherlands	3,155,226	3,155,226			0
New Zealand	464,354	464,354			0
Norway	1,481,511	1,481,511			0
Poland	1,408,371	1,408,371			0
Portugal	869,176				869,176
Romania	301,065				301,065
Russian Federation	2,724,891	2,724,891			0
San Marino	5,103	5,103			0
Slovak Republic	241,532				241,532
Slovenia	175,196				175,196
Spain	5,403,857				5,403,857
Sweden	1,809,790	1,809,790			0
Switzerland	1,922,052	1,922,052			0
Tajikistan	3,402				3,402
Ukraine	147,981				147,981
United Kingdom	11,232,946	11,232,946			0
United States of America*	28,419,807				28,419,807
Uzbekistan	17,009				17,009
<b>TOTAL</b>	<b>132,419,807</b>	<b>53,440,188</b>	<b>2,766,731</b>	<b>13,638,062</b>	<b>62,574,827</b>
Disputed Contributions(*)	913,526				913,526
<b>TOTAL</b>	<b>133,333,333</b>	<b>53,440,188</b>	<b>2,766,731</b>	<b>13,638,062</b>	<b>63,488,353</b>

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

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

**TABLE 5 : Status of Contributions for 2012**

As at 28 June 2013

Party	Agreed Contributions	Cash Payments	Bilateral Assistance	Promissory Notes	Outstanding Contributions
Andorra	11,907	11,974			(67)
Australia	3,287,899	3,287,899			0
Austria	1,447,492	1,447,492			0
Azerbaijan	25,514				25,514
Belarus	71,439				71,439
Belgium	1,828,500	1,828,500			0
Bulgaria	64,635	64,635			0
Canada	5,454,884	5,454,884			0
Cyprus	78,243	78,243			0
Czech Republic	593,625	593,625			0
Denmark	1,251,885	1,251,885			0
Estonia	68,037	68,037			0
Finland	962,727	962,727			0
France	10,414,798	10,126,112	379,086		(90,400)
Germany	13,638,062	2,273,010	2,727,612	11,365,051	(2,727,612)
Greece	1,175,343				1,175,343
Holy See	1,701				1,701
Hungary	494,971				494,971
Iceland	71,439	35,864			35,575
Ireland	847,063	847,063			0
Israel	653,157				653,157
Italy	8,502,952	4,893,403	67,800		3,541,749
Japan	21,312,660	20,213,260	1,441,750		(342,350)
Latvia	64,635	64,635			0
Liechtenstein	15,308	15,308			0
Lithuania	110,560				110,560
Luxembourg	153,084	153,084			0
Malta	28,916				28,916
Monaco	5,103	5,103			0
Netherlands	3,155,226	3,155,226			0
New Zealand	464,354	464,354			0
Norway	1,481,511	1,481,511			0
Poland	1,408,371	1,408,371			0
Portugal	869,176				869,176
Romania	301,065	301,065			0
Russian Federation	2,724,891				2,724,891
San Marino	5,103	5,103			0
Slovak Republic	241,532	241,532			0
Slovenia	175,196	175,196			0
Spain	5,403,857	5,403,857	893,000		(893,000)
Sweden	1,809,790	1,809,790			0
Switzerland	1,922,052	1,922,052			0
Tajikistan	3,402				3,402
Ukraine	147,981				147,981
United Kingdom	11,232,946	11,232,946			0
United States of America*	27,538,756	30,617,667		3,333,333	(6,412,244)
Uzbekistan	17,009				17,009
<b>TOTAL</b>	<b>131,538,756</b>	<b>111,895,413</b>	<b>5,509,248</b>	<b>14,698,384</b>	<b>(564,289)</b>
Disputed Contributions(*)	1,794,577				1,794,577
<b>TOTAL</b>	<b>133,333,333</b>	<b>111,895,413</b>	<b>5,509,248</b>	<b>14,698,384</b>	<b>1,230,288</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 : Summary Status of Contributions for 2009-2011**

As at 28 June 2013

Party	Agreed Contributions	Cash Payments	Bilateral Assistance	Promissory Notes	Outstanding Contributions
Andorra	34,764	34,660	0	0	104
Australia	8,678,133	8,339,133	339,000	0	0
Austria	4,307,501	4,307,501	0	0	0
Azerbaijan	24,281	0	0	0	24,281
Belarus	97,125	0	0	0	97,125
Belgium	5,351,596	5,351,596	0	0	0
Bulgaria	97,125	97,125	0	0	0
Canada	14,457,080	14,028,245	428,835	0	0
Cyprus	213,675	213,675	0	0	0
Czech Republic	1,364,608	1,143,128	221,480	0	0
Denmark	3,588,775	3,588,775	0	0	0
Estonia	77,700	77,700	0	0	0
Finland	2,738,929	2,738,929	0	0	0
France	30,599,281	29,539,244	1,060,037	0	0
Germany	41,652,124	28,230,884	8,330,424	5,090,816	1
Greece	2,894,330	2,894,330	0	0	(0)
Hungary	1,184,927	682,333	0	0	502,594
Iceland	179,682	179,682	0	0	0
Ireland	2,161,035	2,161,035	0	0	0
Israel	2,034,772	0	0	0	2,034,772
Italy	24,664,934	23,856,984	807,950	0	0
Japan	80,730,431	78,893,258	1,837,173	0	0
Latvia	87,413	87,413	0	0	0
Liechtenstein	48,563	48,563	0	0	0
Lithuania	150,544	0	0	0	150,544
Luxembourg	412,782	412,782	0	0	0
Malta	82,556	82,556	0	0	0
Monaco	14,569	14,569	0	0	0
Netherlands	9,095,771	9,095,771	0	0	0
New Zealand	1,243,202	1,243,202	0	0	0
Norway	3,797,594	3,797,594	0	0	0
Poland	2,432,985	2,432,985	0	0	0
Portugal	2,559,248	932,219	0	0	1,627,029
Romania	339,938	339,938	0	0	0
Russian Federation	5,827,509	0	0	0	5,827,509
San Marino	11,734	11,734	0	0	0
Slovak Republic	305,944	305,944	0	0	0
Slovenia	466,201	466,201	0	0	0
Spain	14,413,373	12,955,373	893,000	0	565,000
Sweden	5,201,052	5,201,052	0	0	0
Switzerland	5,905,210	5,905,210	0	0	0
Tajikistan	4,857	0	0	0	4,857
Ukraine	218,532	0	0	0	218,532
United Kingdom	32,255,265	32,255,265	0	0	0
United States of America	87,594,208	91,207,148	0	0	(3,612,940)
Uzbekistan	38,850	0	0	0	38,850
<b>SUB-TOTAL</b>	<b>399,640,706</b>	<b>373,153,733</b>	<b>13,917,899</b>	<b>5,090,816</b>	<b>7,478,258</b>
Disputed Contributions(*)	405,792	0	0	0	405,792
<b>TOTAL</b>	<b>400,046,498</b>	<b>373,153,733</b>	<b>13,917,899</b>	<b>5,090,816</b>	<b>7,884,050</b>

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

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

**TABLE 7 : Status of Contributions for 2011**

As at 28 June 2013

Party	Agreed Contributions	Cash Payments	Bilateral Assistance	Promissory Notes	Outstanding Contributions
Andorra	12,948	12,881			67
Australia	2,892,711	2,553,711	339,000		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	4,819,027			0
Cyprus	71,225	71,225			0
Czech Republic	454,869	415,319	39,550		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	9,634,760	565,000		0
Germany	13,884,041	2,776,808	2,776,808	2,776,808	5,553,617
Greece	964,777	964,777			0
Hungary	394,976				394,976
Iceland	59,894	59,894			0
Ireland	720,345	720,345			0
Israel	678,257				678,257
Italy	8,221,645	8,221,645			(0)
Japan	26,910,144	26,440,498	469,646		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	810,995			0
Portugal	853,083				853,083
Romania	113,313	113,313			0
Russian Federation	1,942,503				1,942,503
San Marino	4,855	4,855			0
Slovak Republic	101,981	101,981			0
Slovenia	155,400	155,400			0
Spain	4,804,458	4,804,458			(0)
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	32,946,274			(3,612,941)
Uzbekistan	12,950				12,950
<b>SUB-TOTAL</b>	<b>133,351,137</b>	<b>120,396,700</b>	<b>4,190,004</b>	<b>2,776,808</b>	<b>5,987,625</b>
		0	0	0	0
<b>TOTAL</b>	<b>133,351,137</b>	<b>120,396,700</b>	<b>4,190,004</b>	<b>2,776,808</b>	<b>5,987,625</b>

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

**TABLE 8 : Status of Contributions for 2010**

As at 28 June 2013

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	11,570,034	2,776,808	2,314,007	(2,776,808)
Greece	964,777	964,777			(0)
Hungary	394,976	287,357			107,618
Iceland	59,894	59,894			0
Ireland	720,345	720,345			0
Israel	678,257				678,257
Italy	8,221,645	7,566,245	655,400		(0)
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			0
Portugal	853,083	79,137			773,946
Romania	113,313	113,313			0
Russian Federation	1,942,503				1,942,503
San Marino	4,855	4,855			0
Slovak Republic	101,981	101,981			0
Slovenia	155,400	155,400			0
Spain	4,804,458	3,911,458	893,000		(0)
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>132,945,345</b>	<b>123,482,134</b>	<b>6,160,272</b>	<b>2,314,007</b>	<b>988,932</b>
Disputed Contributions(*)	405,792	0	0	0	405,792
<b>TOTAL</b>	<b>133,351,137</b>	<b>123,482,134</b>	<b>6,160,272</b>	<b>2,314,007</b>	<b>1,394,724</b>

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

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

TABLE 9 : Status of Contributions for 2009

As at 28 June 2013

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	13,884,041	2,776,808	0	(2,776,808)
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	8,069,094	152,550		0
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	810,995			(0)
Portugal	853,083	853,082			0
Romania	113,313	113,313			0
Russian Federation	1,942,503				1,942,503
San Marino	2,023	2,023			0
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	29,333,333			0
Uzbekistan	12,950				12,950
<b>TOTAL</b>	<b>133,344,225</b>	<b>129,274,900</b>	<b>3,567,623</b>	<b>0</b>	<b>501,702</b>

Table 10: Status of Promissory Notes as at 28 June 2013

**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			0					0	0
France			0					0	0
Germany		30,093,928	30,093,928					30,093,928	30,093,928
The Netherlands			0					0	0
United Kingdom			0					0	0
United States of America		3,333,333	3,333,333					3,333,333	3,333,333
<b>TOTAL</b>	<b>0</b>	<b>33,427,261</b>	<b>33,427,261</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>33,427,261</b>	<b>33,427,261</b>

2004-2013 Ledger of Promissory Notes as at 28 June 2013

RECEIPTS												
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	ENCASHMENTS	Gain/(Loss) to intended value (USD)	
										Date of Encashment	Actual Encashment value (USD)	
25/10/2004	2004	Canada		Can\$	6,216,532.80	3,983,867.12	08/11/2004	IBRD	6,216,532.80	18/11/2005	5,140,136.76	1,176,269.64
21/04/2005	2005	Canada		Can\$	6,216,532.78	3,983,867.12	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	3,760,292.78	19/01/2007	TREASURER	4,794,373.31	19/01/2007	4,086,320.38	326,027.59
27/06/2008	2008	Canada		Can\$	4,794,373.31	3,760,292.78	18/09/2008	TREASURER	4,794,373.31	18/09/2008	4,492,659.74	732,666.94
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	3,606,827.18	(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)
30/06/2011	2011	Canada		Can\$	3,834,018.00	3,855,221.72	15/09/2011	TREASURER	3,855,221.72	15/09/2011	3,870,009.08	14,787.36
23/02/2012	2012	Canada		Can\$	4,277,502.19	4,363,907.56	18/07/2012	TREASURER	4,277,502.19	18/07/2012	4,212,212.83	(151,694.67)
31/12/2004	2004	France		Euro	10,597,399.70	9,784,322.50	28/09/2006	TREASURER	10,597,399.70	28/09/2006	12,102,125.26	2,317,802.76
18/01/2006	2006	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
23/12/2006	2006	France		Euro	7,503,239.54	9,342,967.43	31/07/2007	TREASURER	7,503,239.54	31/07/2007	10,249,435.21	3,067,659.12
Dec. 2007	2007	France		Euro	7,483,781.81	9,287,393.43	16/09/2008	TREASURER	7,483,781.81	16/09/2008	10,629,963.40	1,342,569.97
Dec. 2008	2008	France		Euro	7,371,509.51	9,148,063.43	08/12/2008	TREASURER	7,371,509.51	08/12/2008	10,882,559.47	1,734,496.04
Oct. 2009	2009	France		Euro	6,568,267.40	9,897,393.30	06/10/2010	TREASURER	6,568,267.40	06/10/2010	8,961,114.64	(1,036,278.66)
Oct. 2010	2010	France		Euro	6,508,958.32	9,307,093.30	05/04/2011	TREASURER	6,508,958.32	05/04/2011	9,169,264.46	(741,925.64)
Oct. 2011	2011	France		Euro	6,330,037.52	9,634,760.30	25/10/2011	TREASURER	6,330,037.52	25/10/2011	8,750,643.84	(884,116.46)
Dec. 2012	2012	France		Euro	7,293,838.54	10,126,112.10	06/12/2012	TREASURER	7,293,838.54	22/01/2013	9,721,957.39	(404,154.71)
08/08/2004	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	-
							12/08/2008	TREASURER	1,260,962.64	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	2,821,385.24	406,760.12
							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)
							12/08/2008	TREASURER	1,943,820.38	12/08/2008	2,760,613.72	348,327.30
									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	406,780.12
							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)
							12/08/2008	TREASURER	1,943,820.38	12/08/2008	2,760,613.72	348,327.30
							10/08/2010	TREASURER	1,943,820.40	10/08/2010	3,179,312.65	767,026.23
									11,662,922.38			
									1,943,820.41		2,561,178.36	148,891.93
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	32,106.79
							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	829,107.91	(435,806.66)
							10/02/2011	TREASURER	777,528.16	10/02/2011	1,024,470.50	393,555.33
							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	13,894,041.00	11/02/2010	TREASURER	1,520,302.52	11/02/2010	1,520,302.52	-
							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	2,072,932.48	(241,074.39)
							20/06/2011	TREASURER	1,520,302.52	20/06/2011	2,141,802.19	(172,204.69)
							03/02/2012	TREASURER	1,520,302.52	03/02/2012	2,002,998.57	(311,008.31)
							08/08/2012	TREASURER	1,520,302.52	08/08/2012	1,881,982.56	(432,024.32)
							12/02/2013	TREASURER	1,520,302.52	12/02/2013	2,037,357.39	(276,649.49)
									9,121,815.12			
14/04/2010	2010	Germany	BU 110 1002 01	Euro	9,121,815.12	13,894,041.00	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)
							03/02/2012	TREASURER	1,520,302.52	03/02/2012	2,002,998.57	(311,008.31)
							12/02/2013	TREASURER	1,520,302.52	12/02/2013	2,037,357.39	(276,649.49)
									9,121,815.12			
27/04/2011	2011	Germany	BU 111 1001 01	Euro	3,648,726.05	5,553,616.51	03/02/2012	TREASURER	608,121.01	03/02/2012	801,199.43	(124,403.32)
							08/08/2012	TREASURER	608,121.00	08/08/2012	752,792.86	(172,809.89)
							12/02/2013	TREASURER	608,121.01	12/02/2013	814,942.98	(110,859.77)
									2,776,808.26		(1,824,363.02)	
24/01/2013	2012	Germany	BU 113 1001 01	Euro	9,823,495.77	13,638,061.59	12/02/2013	TREASURER	1,637,249.30	12/02/2013	2,194,077.79	(78,932.48)
									9,823,495.77			
25/03/2013	2013	Germany	BU 113 1004 01	Euro	9,823,495.77	13,638,061.59		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	4,475,383.75	900,540.53
									7,243,564.08		2,225,142.76	
01/06/2005	2005	UK		GBP	7,243,564.08	10,718,502.63	24/07/2006	TREASURER	1,207,260.68	24/07/2006	2,236,691.86	450,274.75
							09/08/2006	TREASURER	3,163,681.03	09/08/2006	6,036,303.40	1,354,916.85
							16/08/2006	TREASURER	2,872,822.37	16/08/2006	5,429,236.28	1,178,537.31
									7,243,564.08		13,702,231.54	2,985,728.91
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			

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

**Table 12: OUTSTANDING PROMISSORY NOTES SCHEDULE OF ENCASHMENT AS AT 28 JUNE 2013  
 (IN US\$)**

	<b>Due in 2013</b>	<b>Due in 2014</b>	<b>Due in 2015</b>	<b>Due in 2016</b>	<b>TOTAL</b>
<b><u>GERMANY:</u></b>					
2010	2,314,006				2,314,006
2011	925,603	1,851,206			2,776,809
2012	2,273,010	4,546,021	4,546,020		11,365,051
2013		4,546,021	4,546,021	4,546,020	13,638,062
<b><u>USA</u></b>					
2013	1,666,667				1,666,667
2014		1,666,666			1,666,666
	<b>7,179,287</b>	<b>12,609,913</b>	<b>9,092,041</b>	<b>4,546,020</b>	<b>33,427,261</b>

**NOTE:**

Germany's promissory notes due are payable in February and August of the relevant years.  
 USA's promissory notes due are payable in November of the relevant years.

Annex II

REMAINING ACTIVITIES REQUIRED FOR COMPLIANCE

Country	Agency	Type	Chemical	HCFC Chemical Detail	Sector and Subsector	Value (\$000) in 2013	ODP in 2013
Algeria	UNEP	INS	SEV		Institutional Strengthening	257	
Angola	UNDP	INV	HCFC	HCFC-22	HPMP	77	0.6
Argentina	UNIDO	PRP	MBR		Post-harvest, cotton and citrus	54	
Argentina	UNDP	INS	SEV		Several Ozone unit support	333	0.0
Armenia	UNEP	PRP	HCFC	HCFC-22	Stage 2 - HCFC Phase-out Management Plan (preparation)	29	
Armenia	UNDP	PRP	HCFC	HCFC	Stage II HPMP Preparation	64	0.0
Bahamas (the)	UNEP	PHA	HCFC	HCFC-22	HCFC Phase-out Management Plan (implementation)	56	0.3
Bahamas (the)	UNEP	INS	SEV		Institutional Strengthening	60	
Bahamas (the)	UNIDO	PHA	HCFC	HCFC-22	REF-Servicing	11	0.1
Bangladesh	UNEP	PHA	HCFC	HCFC-22	HCFC Phase-out Management Plan (implementation)	102	1.0
Bangladesh	UNDP	INS	SEV		Several Ozone unit support	139	0.0
Benin	UNEP	INS	SEV		Institutional Strengthening	60	
Bhutan	UNEP	INS	SEV		Institutional Strengthening	60	
Bolivia (Plurinational State of)	Germany	INV	HCFC	HCFC-22	REF-Servicing	107	0.5
Bosnia and Herzegovina	UNIDO	INS	SEV		Institutional strengthening	102	
Brazil	UNDP	INV	HCFC	HCFC-141b	HPMP	3,225	33.7
Burundi	UNEP	PHA	HCFC	HCFC-22	HCFC Phase-out Management Plan (implementation)	34	0.2
Burundi	UNEP	INS	SEV		Institutional Strengthening	60	
Cameroon	UNEP	INS	SEV		Institutional Strengthening	140	
Cameroon	UNIDO	PHA	HCFC	HCFC-22	REF-Servicing	194	3.9
Cape Verde	UNEP	PHA	HCFC	HCFC-22	HCFC Phase-out Management Plan (implementation)	40	0.0
Cape Verde	UNEP	INS	SEV		Institutional Strengthening	60	
Central African Republic (the)	UNEP	PHA	HCFC	HCFC-22	HCFC Phase-out Management Plan (implementation)	62	0.4
Chad	UNEP	INS	SEV		Institutional Strengthening	60	
Chile	UNEP	PHA	HCFC	HCFC	HCFC Phase-out Management Plan (implementation)	76	0.8
Chile	UNDP	INV	HCFC	HCFC-22/ HCFC-141b	HPMP	896	10.3
China	IBRD	PHA	HCFC	HCFC-141b	FOA (Rigid PU)	14,543	170.5
China	Japan	PHA	HCFC	HCFC	HCFC Phase Out Plan	90	1.0
China	UNEP	PHA	HCFC	HCFC-22	HCFC Phase-out Management Plan (servicing sector, including enabling)	1,228	13.9
China	UNDP	INV	HCFC	HCFC-22	Investment project/Sector Plans (ICR Sector Plan)	9,090	106.5
China	UNDP	INV	HCFC	HCFC-141b	Investment project//Sector Plans (Solvents Sector Plan)	2,140	25.1
China	UNIDO	PHA	HCFC	HCFC-22	REF-Air Conditioning	9,090	106.5
China	UNIDO	PHA	MBR		Sector Phase-out Plan	538	25.7

Country	Agency	Type	Chemical	HCFC Chemical Detail	Sector and Subsector	Value (\$000) in 2013	ODP in 2013
China	UNEP	PRP	HCFC	HCFC-22	Stage 2- HCFC Phase-out Management Plan (servicing sector, including enabling)	537	
Colombia	UNDP	PRP	HCFC	HCFC	Stage II HPMP Preparation	375	0.0
Congo (the)	UNEP	PHA	HCFC	HCFC-22	HCFC Phase-out Management Plan (implementation)	34	0.3
Congo (the)	UNEP	INS	SEV		Institutional Strengthening	60	
Costa Rica	UNDP	INS	SEV		Several Ozone unit support	150	0.0
Croatia	UNIDO	PHA	HCFC	HCFC-22/ HCFC-141b	REF-Servicing and FOA	65	0.4
Cuba	UNDP	INV	HCFC	HCFC-22/ HCFC-141b	HPMP	175	1.8
Cuba	UNDP	INS	SEV		Several Ozone unit support	160	0.0
Democratic Republic of the Congo (the)	UNEP	INS	SEV		Institutional Strengthening	65	
Democratic Republic of the Congo (the)	UNEP	PRP	HCFC	HCFC	Stage 2 - HCFC Phase-out Management Plan (preparation)	68	
Democratic Republic of the Congo (the)	UNDP	PRP	HCFC	HCFC	Stage II HPMP Preparation	26	0.0
Dominica	UNEP	INS	SEV		Institutional Strengthening	60	
Ecuador	UNEP	INS	SEV		Institutional Strengthening	177	
Egypt	UNIDO	PRP	HCFC	HCFC-141b	FOA-Rigid PU foam	54	
Egypt	UNIDO	PRP	HCFC	HCFC-22	REF-Manufacturing	108	
Egypt	UNIDO	PRP	HCFC	HCFC-22	REF-Servicing	108	
Equatorial Guinea	UNEP	PHA	HCFC	HCFC-22	HCFC Phase-out Management Plan (implementation)	34	0.2
Equatorial Guinea	UNEP	INS	SEV		Institutional Strengthening	80	
Ethiopia	UNEP	INS	SEV		Institutional Strengthening	60	
Gabon	UNEP	PHA	HCFC	HCFC-22	HCFC Phase-out Management Plan (implementation)	52	0.9
Gabon	UNEP	INS	SEV		Institutional Strengthening	60	
Gambia (the)	UNEP	PHA	HCFC	HCFC-22	HCFC Phase-out Management Plan (implementation)	26	0.0
Global	IBRD	TAS	SEV		Agency Core Unit Costs	1,737	
Global	UNIDO	TAS	SEV		Core Unit Funding	2,012	
Global	UNDP	TAS	SEV		Core Unit Support	2,012	0.0
Global	UNEP	TAS	SEV		Global CAP 2014 work programme	10,187	
Guatemala	UNEP	INS	SEV		Institutional Strengthening	125	
Guinea-Bissau	UNEP	PHA	HCFC	HCFC-22	HCFC Phase-out Management Plan (implementation)	34	0.1
Haiti	UNEP	INS	SEV		Institutional Strengthening	100	
India	UNEP	PHA	HCFC	HCFC	HCFC Phase-out Management Plan (implementation)	387	5.5
India	UNDP	INV	HCFC	HCFC-141b	HPMP	7,525	112.3
India	Germany	TAS	HCFC	HCFC-22	REF-Servicing	970	14.0
India	UNEP	PRP	HCFC	HCFC	Stage-2 HCFC Phase-out Management Plan (preparation)	33	
Indonesia	IBRD	PHA	HCFC	HCFC-141b	FOA	1,013	10.4

Country	Agency	Type	Chemical	HCFC Chemical Detail	Sector and Subsector	Value (\$000) in 2013	ODP in 2013
Indonesia	UNDP	INV	HCFC	HCFC-22/ HCFC-141b	HPMP	4,300	44.3
Indonesia	UNDP	INS	SEV		Several Ozone unit support	290	0.0
Iran (Islamic Republic of)	UNIDO	PHA	HCFC	HCFC-141b	FOA	109	1.0
Iran (Islamic Republic of)	UNDP	INV	HCFC	HCFC-22	HPMP	514	4.7
Iran (Islamic Republic of)	UNIDO	PRP	HCFC	HCFC-22/ HCFC-141b	REF-Manufacturing	62	
Iran (Islamic Republic of)	UNIDO	PRP	HCFC	HCFC-22	REF-Servicing	62	
Iran (Islamic Republic of)	UNEP	PRP	HCFC	HCFC	Stage 2 - HCFC Phase-out Management Plan (preparation)	31	
Iraq	UNEP	PHA	HCFC	HCFC	HCFC Phase-out Management Plan (implementation)	567	6.4
Iraq	UNIDO	PHA	HCFC	HCFC-22	REF-Servicing	75	0.9
Jordan	IBRD	PHA	HCFC	HCFC-22	REF (AC)	906	6.0
Jordan	UNIDO	PHA	HCFC	HCFC-22	REF-Servicing	24	0.2
Kyrgyzstan	UNEP	PRP	HCFC	HCFC-22	Stage 2 - HCFC Phase-out Management Plan (preparation)	29	
Kyrgyzstan	UNDP	PRP	HCFC	HCFC	Stage II HPMP Preparation	64	
Libya	UNIDO	INS	SEV		Institutional strengthening	146	0.0
Malaysia	UNDP	INV	HCFC	HCFC-22/ HCFC-141b	HPMP	3,901	39.0
Mali	UNEP	PHA	HCFC	HCFC-22	HCFC Phase-out Management Plan (implementation)	62	0.5
Mauritania	UNEP	PHA	HCFC	HCFC	HCFC Phase-out Management Plan (implementation)	65	0.9
Mauritania	UNDP	INV	HCFC	HCFC-22	HPMP Stage I	75	0.9
Mauritania	UNEP	INS	SEV		Institutional Strengthening	60	
Mauritius	UNEP	INS	SEV		Institutional Strengthening	60	
Mexico	UNDP	INV	HCFC	HCFC-141b	HPMP	4,085	88.1
Mexico	UNIDO	PRP	HCFC	HCFC-22	REF-Servicing	209	
Mexico	UNIDO	PHA	HCFC	HCFC-22/ HCFC-141b	REF-Servicing and FOA	622	13.4
Mongolia	UNEP	PHA	HCFC	HCFC-22	HCFC Phase-out Management Plan (implementation)	73	0.1
Montenegro	UNIDO	PHA	HCFC	HCFC-22	REF-Servicing	124	0.1
Morocco	UNEP	INS	SEV		Institutional Strengthening	156	
Myanmar	UNEP	INS	SEV		Institutional Strengthening	60	
Namibia	Germany	INV	HCFC	HCFC-22	REF-Servicing	269	1.6
Niger (the)	UNEP	INS	SEV		Institutional Strengthening	65	
Nigeria	UNDP	INV	HCFC	HCFC-22/ HCFC-141b	HPMP	1,083	18.4
Nigeria	UNIDO	PRP	HCFC	HCFC-22	REF - Manufacturing	54	
Nigeria	UNIDO	PHA	HCFC	HCFC-22/ HCFC-141b	REF-Servicing and FOA	694	11.8
Nigeria	UNDP	PRP	HCFC	HCFC	Stage II HPMP Preparation	193	0.0
Oman	UNIDO	INS	SEV		Institutional strengthening	73	
Oman	UNIDO	PRP	HCFC	HCFC-22	REF-Servicing	69	
Pakistan	UNIDO	PRP	HCFC	HCFC-141b	FOA-Rigid PU foam	107	

Country	Agency	Type	Chemical	HCFC Chemical Detail	Sector and Subsector	Value (\$000) in 2013	ODP in 2013
Pakistan	UNEP	PRP	HCFC	HCFC-141b	HCFC Phase-out Management Plan (preparation Stage-II)	68	
Pakistan	UNIDO	PRP	HCFC	HCFC-22	REF-Servicing	161	
Panama	UNEP	INS	SEV		Institutional Strengthening	150	
Papua New Guinea	Germany	INV	HCFC	HCFC-22	REF-Servicing & Institutional Strengthening	380	0.9
Peru	UNEP	PHA	HCFC	HCFC	HCFC Phase-out Management Plan (implementation)	23	0.3
Peru	UNDP	INV	HCFC	HCFC-22	HPMP	109	1.3
Qatar	UNEP	PHA	HCFC	HCFC	HCFC Phase-out Management Plan (implementation)	170	4.3
Qatar	UNIDO	PHA	HCFC	HCFC-22	REF-Servicing	572	15.1
Republic of Moldova (the)	UNEP	PRP	HCFC	HCFC	Stage 2 - HCFC Phase-out Management Plan (preparation)	29	
Republic of Moldova (the)	UNDP	PRP	HCFC	HCFC	Stage II HPMP Preparation	64	0.0
Sao Tome and Principe	UNEP	INS	SEV		Institutional Strengthening	61	
Saudi Arabia	UNIDO	PHA	HCFC	HCFC-22	REF-Air conditioning	3,179	135.3
Senegal	UNEP	INS	SEV		Institutional Strengthening	152	
Serbia	UNEP	PHA	HCFC	HCFC-22	HCFC Phase-out Management Plan (implementation)	31	0.1
Serbia	UNIDO	INS	SEV		Institutional strengthening	140	
Serbia	UNIDO	PHA	HCFC	HCFC-22	REF-Servicing and REF - Manuf.	477	1.5
South Africa	UNIDO	PHA	HCFC	HCFC-141b	FOA-Rigid PU foam	2,774	70.1
South Sudan	UNDP	INV	HCFC	HCFC-22	CP/HPMP Stage I	100	0.9
South Sudan	UNEP	INS	SEV		Institutional Strengthening	60	
Sudan (the)	UNIDO	PRP	MBR		Fumigants	21	
Suriname	UNEP	PHA	HCFC	HCFC-22	HCFC Phase-out Management Plan (implementation)	32	0.1
Swaziland	UNEP	INS	SEV		Institutional Strengthening	60	
Syrian Arab Republic	UNEP	PHA	HCFC	HCFC-141b	HCFC Phase-out Management Plan (implementation)	119	
Syrian Arab Republic	UNIDO	INS	SEV		Institutional strengthening	219	
Thailand	IBRD	PHA	HCFC	HCFC-22/ HCFC-141b	FOA REF (AC)	10,386	98.8
Timor-Leste	UNEP	PRP	HCFC	HCFC-22	Stage 2 -HCFC Phase-out Management Plan (preparation)	67	
Timor-Leste	UNDP	PRP	HCFC	HCFC	Stage II HPMP Preparation	27	0.0
Togo	UNEP	PHA	HCFC	HCFC	HCFC Phase-out Management Plan (implementation)	51	0.5
Trinidad and Tobago	UNDP	INV	HCFC	HCFC-22	HPMP	213	2.4
Turkmenistan	UNIDO	PHA	HCFC	HCFC-22	REF-Servicing	102	0.4
Uganda	UNEP	INS	SEV		Institutional Strengthening	63	
Uruguay	UNDP	INV	HCFC	HCFC-22	HPMP	124	1.3
Uruguay	UNDP	INS	SEV		Several Ozone unit support	161	0.0

Country	Agency	Type	Chemical	HCFC Chemical Detail	Sector and Subsector	Value (\$000) in 2013	ODP in 2013
Venezuela (Bolivarian Republic of)	UNIDO	PRP	HCFC	HCFC-141b	FOA-Rigid PU foam	32	
Venezuela (Bolivarian Republic of)	UNIDO	PRP	HCFC	HCFC-22	REF-Servicing	161	
Viet Nam	IBRD	PHA	HCFC	HCFC-141b	FOA	6,088	81.3
Zambia	UNEP	PHA	HCFC	HCFC-22	HCFC Phase-out Management Plan (implementation)	45	0.2
Zambia	UNEP	INS	SEV		Institutional Strengthening	66	
Zimbabwe	Germany	INV	HCFC	HCFC-141b	Foam	183	1.1
Zimbabwe	Germany	INV	HCFC	HCFC-22	REF-Servicing	126	2.0

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**Annex III**

**REMAINING ACTIVITIES WHICH ARE NOT REQUIRED FOR COMPLIANCE**

Country	Agency	Type	Chemical	Sector and Subsector	Value (\$000) in 2013	ODP in 2013
Algeria	UNIDO	DEM	Disposal	ODS destruction demonstration project	535	50.0
Lebanon	UNIDO	DEM	Disposal	ODS destruction demonstration project	164	14.0
Region: AFR	UNEP	TAS	MBR	Regional Technical Workshops for sustainable adoption of Methyl Bromide Alternative technologies	120	
Region: ASP	Japan	DEM	Disposal	ODS disposal in Asia and the Pacific region. Demonstration of a regional approach, likely to be based upon a mobile ODS destruction machine, taking into consideration pros and cons of the on-going demo projects including one in Nepal implemented by UNEP.	1,000	

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**Annex IV**

Table 1

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

<b>Agency</b>	<b>Code</b>	<b>Project Title</b>	<b>Reasons</b>
France	AFR/REF/48/DEM/36	Strategic demonstration project for accelerated conversion of CFC chillers in 5 African Countries (Cameroon, Egypt, Namibia, Nigeria and Sudan (the))	To request the Government of France to provide a status report to the 71 <sup>st</sup> meeting on the project implementation progress.
Japan	AFR/REF/48/DEM/35	Strategic demonstration project for accelerated conversion of CFC chillers in 5 African Countries (Cameroon, Egypt, Namibia, Nigeria and Sudan (the))	To request additional status report on the finalization of the financial scheme with beneficiaries by the 71 <sup>st</sup> meeting.
Japan	ASP/DES/54/PRP/53	Project preparation for a demonstration project on ODS disposal	To request additional status report to the 71 <sup>st</sup> meeting if the request for funding is not submitted to the 71 <sup>st</sup> meeting.
Japan	COL/FOA/60/DEM/75	Demonstration project to validate the use of super-critical CO <sub>2</sub> in the manufacture of sprayed polyurethane rigid foam	To request additional status report on the completion of the HCFC demonstration project if it is not completed by the 71 <sup>st</sup> meeting.
IBRD	ARG/FUM/29/DEM/93	Demonstration project for testing methyl bromide alternatives in post-harvest disinfestation for cotton and citrus (phase I)	To request, for the fourth consecutive meeting, the submission of additional status report to the 71 <sup>st</sup> meeting in order to monitor the preparation of the report.
UNDP	BHU/PHA/63/INV/17	HCFC phase-out management plan (first tranche)	To request, for the fourth consecutive meeting, the submission of additional status reports to the 71 <sup>st</sup> meeting to monitor progress in implementing the HPMP, which had been approved over one year previously and for which no disbursement had been recorded.
UNDP	DOM/HAL/51/TAS/39	National halon bank management plan update	To request, for the fourth consecutive meeting, the submission of additional status reports to the 71 <sup>st</sup> meeting to monitor projects due to low rates of disbursement of approved funds.

<b>Agency</b>	<b>Code</b>	<b>Project Title</b>	<b>Reasons</b>
UNDP	IND/DES/61/PRP/437	Preparation of a project for demonstration of a sustainable technological, financial and management model for disposal of ODS	To request, for the fourth consecutive meeting, the submission of additional status reports to the 71 <sup>st</sup> meeting to monitor projects due to low rates of disbursement of approved funds.
UNEP	ALG/SEV/57/INS/69	Extension of the institutional strengthening project (phase V)	To request, for the fourth consecutive meeting, the submission of additional status reports to the 71 <sup>st</sup> meeting to monitor the signature of the new agreement for the IS project and implementation progress.
UNEP	GAB/PHA/62/TAS/26	HCFC phase-out management plan (stage I, first tranche)	To request, for the fourth consecutive meeting, the submission of additional status reports to the 71 <sup>st</sup> meeting to monitor HPMP implementation progress.
UNEP	GUA/FUM/59/TAS/39	National phase-out of methyl bromide (phase II, first tranche)	To request additional status reports to the 71 <sup>st</sup> meeting to monitor the project progress and the disbursement rates of approved funds.
UNEP	MAU/PHA/55/PRP/20	Preparation of a HCFC phase-out management plan	To request, for the fourth consecutive meeting, the submission of additional status reports to the 71 <sup>st</sup> meeting to monitor HPMP project preparation activity, if the project was not submitted to the 71 <sup>st</sup> meeting.
UNEP	MAU/SEV/49/INS/17	Renewal of institutional strengthening project (phase IV)	To request, for the fourth consecutive meeting, the submission of additional status report to the 71 <sup>st</sup> meeting in order to monitor this institutional strengthening project implementation (Agreement not signed yet).
UNEP	MOR/SEV/59/INS/63	Renewal of the institutional strengthening project (phase IV)	To request, for the third consecutive meeting, the submission of additional status report to the 71 <sup>st</sup> meeting on project document signature for institutional strengthening.
UNIDO	ETH/FUM/54/PRP/18	Project preparation in the fumigant sector (flowers)	To request, for the fourth consecutive meeting, the submission of additional status report to the 71 <sup>st</sup> meeting in order to monitor: (a) the project preparation in case the project is not submitted at the 71 <sup>st</sup> meeting; (b) project preparation of project, if not submitted to the 71 <sup>st</sup> meeting related to the process of selecting the national expert.

Agency	Code	Project Title	Reasons
UNIDO	LIB/FOA/63/PRP/33	Preparation for HCFC phase-out investment activities (polyurethane foam component)	To request, for the fourth consecutive meeting, the submission of additional status reports to the 71 <sup>st</sup> meeting to monitor project document preparation, if not submitted to the 71 <sup>st</sup> meeting.
UNIDO	LIB/PHA/45/INV/25	National ODS phase-out plan: 2 <sup>nd</sup> tranche	To request, for the fourth consecutive meeting, the submission of additional status reports to the 71 <sup>st</sup> meeting to monitor project with issues related to delays in the implementation of the TPMP due to the political and/or security situation in this country.
UNIDO	LIB/PHA/54/INV/28	National ODS phase-out plan: 3 <sup>rd</sup> tranche	To request, for the fourth consecutive meeting, the submission of additional status reports to the 71 <sup>st</sup> meeting to monitor project with issues related to delays in the implementation of the TPMP due to the political and/or security situation in this country.
UNIDO	LIB/PHA/55/PRP/29	Preparation of a HCFC phase-out management plan	To request, for the fourth consecutive meeting, the submission of additional status reports to the 71 <sup>st</sup> meeting to monitor project preparation of projects, if not submitted to the 71 <sup>st</sup> meeting.
UNIDO	LIB/PHA/63/PRP/32	Preparation of a HCFC phase-out management plan (additional funding)	To request, for the fourth consecutive meeting, the submission of additional status reports to the 71 <sup>st</sup> meeting to monitor project preparation of projects, if not submitted to the 71 <sup>st</sup> meeting.
UNIDO	MEX/ARS/63/INV/156	Phase-out of HCFC-22 and HCFC-141b in aerosol manufacturing at Silimex	To request, for the fourth consecutive meeting, the submission of additional status reports to the 71 <sup>st</sup> meeting to monitor procurement of the equipment for the project.
UNIDO	MOZ/FUM/60/TAS/20	Technical assistance for the elimination of controlled uses of methyl bromide in soil fumigation	To request, for the fourth consecutive meeting, the submission of additional status reports to the 71 <sup>st</sup> meeting to monitor the disbursement rates of approved funds.
UNIDO	QAT/SEV/59/INS/15	Renewal of institutional strengthening project (phase III)	To request, for the fourth consecutive meeting, the submission of additional status reports to the 71 <sup>st</sup> meeting: (a) on project document signature for institutional strengthening; (b) to monitor progress of the institutional strengthening project.

## Annex V

## PROJECTS WITH SPECIFIC REPORTING REQUIREMENTS

Code	Agency	Project Title	Reasons
BGD/FOA/62/INV/38	UNDP	Phase-out of HCFC-141b at Walton Hi-Tech Ind. Ltd.	To request for each enterprise/project the submission of a table with the ICC and IOC as originally approved and actual costs in line with decision 55/43(b) by the 71 <sup>st</sup> meeting of the Executive Committee.
EGY/FOA/62/INV/106	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	To request for each enterprise/project the submission of a table with the ICC and IOC as originally approved and actual costs in line with decision 55/43(b) by the 71 <sup>st</sup> meeting of the Executive Committee.
EGY/FOA/62/INV/107	UNDP	Conversion from HCFC-141b to methyl formate in the manufacture of polyurethane spray foams at Specialized Engineering Contracting Co.	To request for each enterprise/project the submission of a table with the ICC and IOC as originally approved and actual costs in line with decision 55/43(b) by the 71 <sup>st</sup> meeting of the Executive Committee.
EGY/FOA/62/INV/108	UNDP	Conversion from HCFC-141b to n-pentane in the manufacture of polyurethane rigid insulation foam panels at Cairo Foam	To request for each enterprise/project the submission of a table with the ICC and IOC as originally approved and actual costs in line with decision 55/43(b) by the 71 <sup>st</sup> meeting of the Executive Committee.
HAI/SEV/59/INS/16	UNEP	Extension of the institutional strengthening project (phase III)	To request an update to the 71 <sup>st</sup> meeting on (a) the production and submission of technical and financial report and (b) the signing of the new IS agreement for Haiti that will enable the release of funds balance.
SAU/FOA/62/INV/14	Japan	Phase-out of HCFC-22 and HCFC-142b in the manufacturing of XPS foams at Al Watania Plastics and Arabian Chemical Company	To request additional report on individual HCFC demonstration and investment projects approval clause to report on ICC, IOC and technology application in line with decision 55/43(b) for submission to the 71 <sup>st</sup> meeting based on the anticipated completion date of the project. For each enterprise/project, kindly submit a table with the ICC and IOC as originally approved and actual costs in line with decision 55/43(b).
SAU/PHA/61/INV/10 SAU/PHA/61/TAS/09	UNIDO	Verification report on CFCs, CTC, TCA and halons for the years 2009 and 2010, and the full implementation report on the national ODS phase-out plan	To request a status report to the 71 <sup>st</sup> meeting on the preparation of the 2009/2010 verification report for CFCs, CTC, TCA and halons, and the implementation report on the national ODS phase-out plan, if not submitted by then.

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**Annex VI**

**REVISED AGREED CONDITIONS FOR THE PHASE-OUT OF METHYL BROMIDE  
IN EGYPT**

1. The Executive Committee:
  - (a) At its 38<sup>th</sup> meeting, approved US \$2,750,592 as the total funds that will be available to Egypt to achieve the reduction of 185.6 ODP tonnes of methyl bromide (MB) used in horticulture and the commodities sector, reducing the aggregated consumption of controlled uses to 185.7 ODP tonnes in 2005;
  - (b) At its 52<sup>nd</sup> meeting, noted the change to some of the alternative technologies that were selected by major stakeholders when the original project was prepared, as requested by the Government of Egypt;
  - (c) At its 56<sup>th</sup> meeting, approved an additional US \$1,934,994 as the total funds that will be available to Egypt to achieve the complete phase-out of MB used in horticulture and the commodities sector (184.2 ODP tonnes) except for 6.0 ODP tonnes used for the fumigation of high moisture dates until a suitable alternative is available (decision XV/12);
  - (d) At its 70<sup>th</sup> meeting, approved a revised reduction schedule for the phase-out of MB in Egypt.
  
2. As reported to the Ozone Secretariat, the MB baseline for compliance for Egypt is 238.1 ODP tonnes; the 2007 MB consumption was 186.0 ODP tonnes. Accordingly, Egypt has achieved compliance with the Montreal Protocol's 20 per cent reduction in 2005.
  
3. Reductions in accordance with the terms of the above-mentioned projects and other commitments presented in the project documents will ensure that Egypt meets the reduction schedule presented below. In this regard, Egypt will reduce the national consumption of controlled uses of MB, excluding quarantine and pre-shipment applications, to no more than the following levels of consumption in the years listed below:

Year	Level of MB consumption (ODP tonnes)				ODP tonnes	
	Soil fumigation	Commodities	Structures	Dates(*)	Total phased out	Total consumption
2009	124.2	51.0	9.2	6.0		190.4
2010	106.2	36.0	9.2	6.0	33.0	157.4
2011	88.0	30.0	9.2	6.0	24.2	133.2
2012	81.2	20.0	9.2	6.0	16.8	116.4
2013	40.2	6.0	3.2	6.0	61.0	55.4
2014	-	-	-	6.0	49.4	6.0
Total					184.4	

(\*) Subject to the availability of a suitable alternative for the fumigation of high moisture dates (decision XV/12).

4. Egypt commits to permanently sustaining the consumption levels indicated above through the use of import quotas and other policies it may deem necessary.

5. The Government of Egypt has reviewed the consumption data identified in all sectors covered by the projects and is confident that it is correct. Accordingly, the Government is entering into this agreement with the Executive Committee on the understanding that, in case any additional MB consumption is identified at a later date (excluding 6.0 ODP tonnes used for the fumigation of high moisture dates), the responsibility to ensure its phase-out will lie solely with the Government of Egypt.

6. The Government of Egypt, in agreement with UNIDO, will have flexibility in organizing and implementing the projects' components that it deems more important in order to meet the MB phase-out commitments noted above. UNIDO agrees to manage the funding for the projects in a manner designed to ensure the achievement of the specific MB reductions agreed upon. The Government of Egypt may choose to accelerate the MB reduction schedule without penalty to the projects' budget.

7. UNIDO shall report annually to the Executive Committee on the progress achieved in meeting the MB reductions required in all sectors, as well as on annual costs related to the use of the alternative technologies selected and the inputs purchased with the projects' funds.

8. These revised agreed conditions supersede those reached between the Government of Egypt and the Executive Committee at the 56<sup>th</sup> meeting of the Executive Committee.

**Annex VII**

**PROJECTS/TRANCHES OF MUTLI-YEAR AGREEMENTS WITH BALANCES THAT MAY  
HAVE TO BE RETURNED (DECISION 70/7(b)(ii))**

Table 1

**TRANCHES OF ONGOING TPMPs OR NPPs APPROVED BEFORE 2009 WITH BALANCES  
TO BE RETURNED**

Country	Agency	Code	Project Title
Argentina	UNIDO	ARG/PHA/47/INV/147	National CFC phase-out plan: 2006 work programme
Argentina	IBRD	ARG/PHA/47/INV/148	National CFC phase-out plan: 2006 work programme
Argentina	UNIDO	ARG/PHA/50/INV/150	National CFC phase-out plan: 2007 work programme
Argentina	UNIDO	ARG/PHA/53/INV/152	National CFC phase-out plan: 2008 work programme
Bahrain	UNEP	BAH/PHA/50/TAS/17	Terminal phase-out management plan (first tranche)
Bosnia and Herzegovina	UNIDO	BHE/PHA/44/INV/21	National ODS Phase-out Plan: second tranche
Bosnia and Herzegovina	UNIDO	BHE/PHA/52/INV/22	National ODS phase-out plan (third tranche)
Brazil	UNDP	BRA/PHA/53/INV/280	National CFC phase-out plan (sixth tranche)
Brazil	UNDP	BRA/PHA/56/INV/284	National CFC phase-out plan (seventh tranche)
Dominica	UNDP	DMI/PHA/56/INV/14	Terminal CFC phase-out management plan (second and third tranches)
Egypt	UNIDO	EGY/PHA/54/INV/95	National CFC phase-out plan (third tranche)
Eritrea	UNEP	ERI/PHA/54/TAS/04	Terminal phase-out management plan for CFCs (first tranche)
Guatemala	UNDP	GUA/PHA/56/INV/35	Terminal phase-out management plan for Annex A Group I substances (first tranche)
Kuwait	UNEP	KUW/PHA/52/TAS/10	Terminal phase-out management plan for Annex A Group I substances (first tranche)
Lao People's Democratic Republic (the)	France	LAO/PHA/54/INV/18	Terminal phase-out management plan (first tranche)
Libya	UNIDO	LIB/PHA/45/INV/25	National CFC phase-out plan: 2nd tranche
Libya	UNIDO	LIB/PHA/54/INV/28	National ODS phase-out plan: 3rd tranche
Peru	UNEP	PER/PHA/55/TAS/42	Terminal phase-out management plan for Annex A Group I substances (first tranche)
Qatar	UNIDO	QAT/PHA/53/INV/09	Terminal phase-out management plan (first tranche)
Qatar	UNEP	QAT/PHA/53/TAS/10	Terminal phase-out management plan (first tranche)
Saint Kitts and Nevis	UNDP	STK/PHA/56/INV/13	Terminal CFC phase-out management plan (second and third tranches)
Saint Kitts and Nevis	UNEP	STK/PHA/56/TAS/12	Terminal CFC phase-out management plan (second and third tranches)
Saudi Arabia	UNIDO	SAU/PHA/53/INV/03	National phase-out plan
Saudi Arabia	UNEP	SAU/PHA/53/TAS/04	National phase-out plan
Serbia	UNIDO	YUG/PHA/47/INV/28	National CFC phase-out plan (second tranche)
Serbia	UNIDO	YUG/PHA/50/INV/30	National CFC phase-out plan (third tranche)
Serbia	UNIDO	YUG/PHA/51/INV/31	National CFC phase-out plan (third tranche, transferred from Sweden)
Suriname	UNEP	SUR/PHA/56/TAS/15	Terminal phase-out management plan for Annex A Group I substances (first tranche)
Swaziland	UNEP	SWA/PHA/56/TAS/11	Terminal phase-out management plan (first tranche)
United Republic of Tanzania (the)	UNDP	URT/PHA/54/INV/23	Terminal phase-out management plan (first tranche)

<b>Country</b>	<b>Agency</b>	<b>Code</b>	<b>Project Title</b>
Thailand	IBRD	THA/PHA/45/INV/144	National CFC phase-out plan: 2005 annual programme
Thailand	IBRD	THA/PHA/48/INV/146	National CFC phase-out plan: 2006 annual implementation plan
Thailand	IBRD	THA/PHA/53/INV/149	National CFC phase-out plan: 2007 annual implementation plan
Thailand	IBRD	THA/PHA/55/INV/150	National CFC phase-out plan: 2008 annual implementation plan
Yemen	UNIDO	YEM/PHA/55/INV/28	National ODS phase-out plan (first tranche)
Yemen	UNEP	YEM/PHA/55/TAS/31	National ODS phase-out plan (first tranche)

Table 2

**PROJECT PREPARATION FOR APPROVED HPMPs WITH BALANCES TO BE RETURNED\***

Country	Agency	Code	Project Title
Angola	UNDP	ANG/PHA/55/PRP/08	Preparation of a HCFC phase-out management plan
Antigua and Barbuda	UNEP	ANT/PHA/55/PRP/12	Preparation of a HCFC phase-out management plan
Argentina	IBRD	ARG/FOA/65/PRP/167	Preparation for HCFC phase-out investment activities in the foam sector (additional funding)
Bahamas (the)	UNEP	BHA/PHA/55/PRP/15	Preparation of a HCFC phase-out management plan
Bahrain	UNEP	BAH/PHA/55/PRP/19	Preparation of a HCFC phase-out management plan
Bangladesh	UNDP	BGD/FOA/57/PRP/33	Preparation for HCFC phase-out investment activities (foam sector)
Bangladesh	UNDP	BGD/PHA/56/PRP/29	Preparation of a HCFC phase-out management plan
Barbados	UNEP	BAR/PHA/55/PRP/18	Preparation of a HCFC phase-out management plan
Belize	UNEP	BZE/PHA/55/PRP/21	Preparation of a HCFC phase-out management plan
Bhutan	UNEP	BHU/PHA/55/PRP/13	Preparation of a HCFC phase-out management plan
Bhutan	UNEP	BHU/PHA/56/PRP/14	Preparation of a HCFC phase-out management plan (additional)
Bolivia (Plurinational State of)	UNDP	BOL/FOA/57/PRP/34	Preparation for HCFC phase-out investment activities (foam sector)
Bosnia and Herzegovina	UNIDO	BHE/FOA/63/PRP/24	Preparation for HCFC phase-out investment activities (rigid polyurethane foam applications)
Bosnia and Herzegovina	UNIDO	BHE/PHA/55/PRP/23	Preparation of a HCFC phase-out management plan
Burundi	UNEP	BDI/PHA/55/PRP/23	Preparation of a HCFC phase-out management plan
Cambodia	UNEP	KAM/PHA/55/PRP/18	Preparation of a HCFC phase-out management plan
Cape Verde	UNEP	CBI/PHA/56/PRP/13	Preparation of a HCFC phase-out management plan
Chile	UNDP	CHI/PHA/55/PRP/165	Preparation of a HCFC phase-out management plan
China	UNDP	CPR/FOA/60/PRP/500	Preparation of a demonstration project for conversion from HCFC-142b and HCFC-22 technology to methyl formate and co-blowing technology in the manufacture of XPS foam at Feininger (Nanjing) Energy Saving Technology Co. Ltd.
China	UNDP	CPR/PHA/55/PRP/460	Preparation of a HCFC phase-out management plan: industrial and commercial refrigeration sub-sectors
China	UNDP	CPR/PHA/55/PRP/461	Preparation of a HCFC phase-out management plan: solvent sector
China	UNDP	CPR/PHA/55/PRP/464	Preparation of an overarching HPMP strategy
China	IBRD	CPR/PHA/55/PRP/467	Preparation of a HCFC phase-out management plan: HCFC production sector
China	UNDP	CPR/PHA/55/PRP/471	Preparation of a HCFC phase-out management plan: extruded polystyrene foam
China	UNDP	CPR/SOL/60/PRP/497	Preparation of a demonstration project for conversion from HCFC-141b to a combination of isopropyl alcohol and hydrocarbon-based compounds in solvent cleaning applications at Zhejiang KDL Medical Equipment Group Ltd.
Costa Rica	UNDP	COS/PHA/55/PRP/39	Preparation of a HCFC phase-out management plan
Costa Rica	UNDP	COS/REF/57/PRP/41	Preparation for HCFC phase-out investment activities (refrigeration manufacturing sector)
Cote d'Ivoire	UNEP	IVC/PHA/57/PRP/30	Preparation of a HCFC phase-out management plan
Cuba	UNDP	CUB/FOA/57/PRP/41	Preparation for HCFC phase-out investment activities (foam sector)
Cuba	UNDP	CUB/PHA/56/PRP/40	Preparation of a HCFC phase-out management plan
Cuba	UNDP	CUB/REF/58/PRP/42	Preparation for HCFC phase-out investment activities (manufacturing sector)

Country	Agency	Code	Project Title
Djibouti	UNEP	DJI/PHA/55/PRP/14	Preparation of a HCFC phase-out management plan
Djibouti	UNEP	DJI/PHA/58/PRP/16	Preparation of a HCFC phase-out management plan (additional funding)
Dominica	UNEP	DMI/PHA/57/PRP/16	Preparation of a HCFC phase-out management plan
Dominican Republic (the)	UNDP	DOM/FOA/57/PRP/44	Preparation for HCFC phase-out investment activities (foam sector)
Dominican Republic (the)	UNDP	DOM/PHA/55/PRP/42	Preparation of a HCFC phase-out management plan
Ecuador	UNEP	ECU/PHA/59/PRP/44	Preparation of a HCFC phase-out management plan
El Salvador	UNDP	ELS/PHA/55/PRP/23	Preparation of a HCFC phase-out management plan
Equatorial Guinea	UNEP	EQG/PHA/56/PRP/03	Preparation of a HCFC phase-out management plan
Eritrea	UNEP	ERI/PHA/55/PRP/07	Preparation of a HCFC phase-out management plan
Ethiopia	UNEP	ETH/PHA/56/PRP/19	Preparation of a HCFC phase-out management plan
Fiji	UNDP	FIJ/PHA/55/PRP/19	Preparation of a HCFC phase-out management plan
Gabon	UNEP	GAB/PHA/55/PRP/22	Preparation of a HCFC phase-out management plan
Grenada	UNEP	GRN/PHA/55/PRP/13	Preparation of a HCFC phase-out management plan
Guatemala	UNEP	GUA/PHA/57/PRP/37	Preparation of a HCFC phase-out management plan
Guinea-Bissau	UNEP	GBS/PHA/57/PRP/12	Preparation of a HCFC phase-out management plan
Guyana	UNEP	GUY/PHA/55/PRP/16	Preparation of a HCFC phase-out management plan
Haiti	UNEP	HAI/PHA/57/PRP/13	Preparation of a HCFC phase-out management plan
Honduras	UNEP	HON/PHA/55/PRP/25	Preparation of a HCFC phase-out management plan
Indonesia	UNDP	IDS/REF/57/PRP/188	Preparation for HCFC phase-out investment activities (air-to-air air-conditioning sector)
Iran (Islamic Republic of)	UNDP	IRA/FOA/57/PRP/195	Preparation for HCFC phase-out investment activities (rigid foam)
Iraq	UNIDO	IRQ/PHA/59/PRP/11	Preparation of a HCFC phase-out management plan (additional funding)
Iraq	UNEP	IRQ/PHA/60/PRP/12	Preparation of a HCFC phase-out management plan
Jamaica	UNDP	JAM/FOA/61/PRP/26	Preparation for HCFC phase-out investment activities (foam sector)
Kuwait	UNIDO	KUW/FOA/63/PRP/17	Preparation for HCFC phase-out investment activities (polyurethane foam component)
Kuwait	UNEP	KUW/PHA/55/PRP/14	Preparation of a HCFC phase-out management plan
Lao People's Democratic Republic (the)	UNEP	LAO/PHA/55/PRP/19	Preparation of a HCFC phase-out management plan
Lebanon	UNDP	LEB/FOA/57/PRP/71	Preparation for HCFC phase-out investment activities (foam sector)
Malaysia	UNDP	MAL/FOA/57/PRP/164	Preparation for HCFC phase-out investment activities (foam sector)
Malaysia	UNDP	MAL/REF/57/PRP/162	Preparation for HCFC phase-out investment activities (refrigeration manufacturing sector except air-to-air air-conditioning)
Malaysia	UNDP	MAL/REF/57/PRP/163	Preparation for HCFC phase-out investment activities (air-to-air air-conditioning sector)
Maldives	UNEP	MDV/PHA/55/PRP/16	Preparation of a HCFC phase-out management plan
Mali	UNEP	MLI/PHA/55/PRP/25	Preparation of a HCFC phase-out management plan
Mexico	UNIDO	MEX/MUS/58/PRP/146	Preparation for HCFC phase-out investment activities (aerosol and solvent sectors)
Mexico	UNIDO	MEX/REF/58/PRP/145	Preparation for HCFC phase-out investment activities (refrigeration manufacturing sector)
Mongolia	UNEP	MON/PHA/55/PRP/14	Preparation of a HCFC phase-out management plan
Morocco	UNIDO	MOR/PHA/55/PRP/59	Preparation of a HCFC phase-out management plan
Morocco	UNIDO	MOR/REF/60/PRP/65	Preparation for HCFC phase-out investment activities (refrigeration and air conditioning sectors)

Country	Agency	Code	Project Title
Mozambique	UNEP	MOZ/PHA/58/PRP/17	Preparation of a HCFC phase-out management plan (additional funding)
Myanmar	UNIDO	MYA/PHA/57/PRP/09	Preparation of a HCFC phase-out management plan
Myanmar	UNEP	MYA/PHA/57/PRP/10	Preparation of a HCFC phase-out management plan
Nepal	UNEP	NEP/PHA/55/PRP/23	Preparation of a HCFC phase-out management plan
Niger (the)	UNIDO	NER/PHA/55/PRP/22	Preparation of a HCFC phase-out management plan
Nigeria	Japan	NIR/REF/61/PRP/127	Preparation for a demonstration project to validate the trans-critical CO <sub>2</sub> refrigeration technology for application to ice-block makers at Austin Laz
Oman	UNEP	OMA/PHA/55/PRP/17	Preparation of a HCFC phase-out management plan
Pakistan	UNEP	PAK/PHA/55/PRP/69	Preparation of a HCFC phase-out management plan
Pakistan	UNIDO	PAK/REF/59/PRP/74	Preparation for HCFC phase-out investment activities (refrigeration and air-conditioning manufacturing sectors)
Panama	UNDP	PAN/FOA/57/PRP/30	Preparation for HCFC phase-out investment activities (foam sector)
Panama	UNDP	PAN/PHA/55/PRP/28	Preparation of a HCFC phase-out management plan
Paraguay	UNDP	PAR/FOA/57/PRP/21	Preparation for HCFC phase-out investment activities (foam sector)
Paraguay	UNEP	PAR/PHA/55/PRP/20	Preparation of a HCFC phase-out management plan
Paraguay	UNDP	PAR/PHA/57/PRP/22	Preparation of a HCFC phase-out management plan (additional funding)
Peru	UNDP	PER/FOA/57/PRP/43	Preparation for HCFC phase-out investment activities (foam sector)
Peru	UNDP	PER/PHA/55/PRP/40	Preparation of a HCFC phase-out management plan
Philippines (the)	UNDP	PHI/REF/59/PRP/87	Preparation for HCFC phase-out investment activities (refrigeration and air-conditioning sectors except residential air conditioning)
Qatar	UNIDO	QAT/FOA/60/PRP/16	Preparation for HCFC phase-out investment activities (foam sector)
Qatar	UNEP	QAT/PHA/55/PRP/12	Preparation of a HCFC phase-out management plan
Region: ASP	UNEP	ASP/PHA/60/PRP/54	Development of HCFC phase-out management plan for PIC countries through regional approach
Rwanda	UNEP	RWA/PHA/55/PRP/15	Preparation of a HCFC phase-out management plan
Saint Kitts and Nevis	UNEP	STK/PHA/56/PRP/14	Preparation of a HCFC phase-out management plan
Saint Lucia	UNEP	STL/PHA/55/PRP/13	Preparation of a HCFC phase-out management plan
Saint Vincent and the Grenadines	UNEP	STV/PHA/55/PRP/13	Preparation of a HCFC phase-out management plan
Sao Tome and Principe	UNEP	STP/PHA/55/PRP/15	Preparation of a HCFC phase-out management plan
Saudi Arabia	UNIDO	SAU/FOA/60/PRP/07	Preparation for HCFC phase-out investment activities (foam sector)
Saudi Arabia	UNIDO	SAU/PHA/55/PRP/05	Preparation of a HCFC phase-out management plan
Saudi Arabia	UNEP	SAU/PHA/55/PRP/06	Preparation of a HCFC phase-out management plan
Saudi Arabia	UNIDO	SAU/REF/60/PRP/08	Preparation for HCFC phase-out investment activities (refrigeration sector)
Somalia	UNIDO	SOM/PHA/60/PRP/07	Preparation of a HCFC phase-out management plan
South Africa	UNIDO	SOA/FOA/59/PRP/02	Preparation for HCFC phase-out investment activities (polyurethane foam sector)
South Africa	UNIDO	SOA/PHA/55/PRP/01	Preparation of a HCFC phase-out management plan
Sri Lanka	UNDP	SRL/MUS/57/PRP/35	Preparation for HCFC phase-out investment activities (foam and solvent sectors)
Sri Lanka	UNDP	SRL/PHA/55/PRP/33	Preparation of a HCFC phase-out management plan
Sri Lanka	UNEP	SRL/PHA/55/PRP/34	Preparation of a HCFC phase-out management plan
Sri Lanka	UNDP	SRL/REF/61/PRP/39	Preparation for HCFC phase-out investment activities (refrigeration and air-conditioning sector)

Country	Agency	Code	Project Title
Sudan (the)	UNIDO	SUD/PHA/59/PRP/26	Preparation of a HCFC phase-out management plan (additional funding)
Sudan (the)	UNIDO	SUD/REF/59/PRP/25	Preparation for HCFC phase-out investment activities (refrigeration and air-conditioning manufacturing sectors)
Suriname	UNEP	SUR/PHA/55/PRP/14	Preparation of a HCFC phase-out management plan
Swaziland	UNEP	SWA/PHA/56/PRP/13	Preparation of a HCFC phase-out management plan
Tanzania	UNEP	URT/PHA/57/PRP/26	Preparation of a HCFC phase-out management plan
Timor-Leste	UNEP	TLS/PHA/61/PRP/05	Preparation of a HCFC phase-out management plan (additional funding)
Togo	UNEP	TOG/PHA/56/PRP/17	Preparation of a HCFC phase-out management plan
Trinidad and Tobago	UNDP	TRI/PHA/59/PRP/25	Preparation of a HCFC phase-out management plan (additional funding)
Turkey	UNIDO	TUR/PHA/55/PRP/91	Preparation of a HCFC phase-out management plan
Turkey	UNIDO	TUR/REF/58/PRP/95	Preparation for HCFC phase-out investment activities (refrigeration manufacturing sector)
Uganda	UNEP	UGA/PHA/56/PRP/14	Preparation of a HCFC phase-out management plan
Uruguay	UNDP	URU/FOA/57/PRP/52	Preparation for HCFC phase-out investment activities (foam sector)
Uruguay	UNDP	URU/PHA/55/PRP/48	Preparation of a HCFC phase-out management plan
Uruguay	UNIDO	URU/REF/60/PRP/55	Preparation for HCFC phase-out investment activities (refrigeration manufacturing sector)
Venezuela (Bolivarian Republic of)	UNIDO	VEN/FOA/60/PRP/115	Preparation for HCFC phase-out investment activities (foam sector)
Venezuela (Bolivarian Republic of)	UNIDO	VEN/REF/60/PRP/116	Preparation for HCFC phase-out investment activities (refrigeration and air conditioning manufacturing sector)
Yemen	UNIDO	YEM/FOA/63/PRP/38	Preparation for HCFC phase-out investment activities (rigid polyurethane foam component)
Yemen	UNIDO	YEM/PHA/55/PRP/29	Preparation of a HCFC phase-out management plan
Yemen	UNEP	YEM/PHA/55/PRP/30	Preparation of a HCFC phase-out management plan
Zambia	UNEP	ZAM/PHA/56/PRP/22	Preparation of a HCFC phase-out management plan

\*Excluding projects without an approved HPMP and projects with funds returned to the 69<sup>th</sup> or 70<sup>th</sup> meeting.

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# List of projects and activities approved for funding

UNEP/OzL.Pro/ExCom/70/59  
Annex VIII

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 VI: 12/2013-11/2015)	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, second tranche)	UNEP	0.2	\$20,000	\$2,600	\$22,600
<i>Noted that the Agreement was updated based on the established HCFC baseline for compliance, and that the revised starting point for sustained aggregate reduction in HCFC consumption was 6.0 ODP tonnes, calculated using consumption of 5.4 ODP tonnes and 6.5 ODP tonnes reported for 2009 and 2010, respectively, under Article 7 of the Montreal Protocol.</i>					
HCFC phase-out management plan (stage I, second tranche)	UNIDO	0.4	\$92,000	\$8,280	\$100,280
<i>Noted that the Agreement was updated based on the established HCFC baseline for compliance, and that the revised starting point for sustained aggregate reduction in HCFC consumption was 6.0 ODP tonnes, calculated using consumption of 5.4 ODP tonnes and 6.5 ODP tonnes reported for 2009 and 2010, respectively, under Article 7 of the Montreal Protocol.</i>					
<b>Total for Albania</b>			<b>0.6</b>	<b>\$112,000</b>	<b>\$10,880</b>
<b>BENIN</b>					
<b>PHASE-OUT PLAN</b>					
<b>HCFC phase out plan</b>					
HCFC phase-out management plan (stage I, second tranche)	UNEP	1.4	\$85,000	\$11,050	\$96,050
<i>Noted that the Agreement was updated based on the established HCFC baseline for compliance, and that the revised starting point for sustained aggregate reduction in HCFC consumption was 23.8 ODP tonnes, calculated using consumption of 23.6 ODP tonnes and 24.0 ODP tonnes reported for 2009 and 2010, respectively, under Article 7 of the Montreal Protocol.</i>					
HCFC phase-out management plan (stage I, second tranche)	UNIDO	1.0	\$40,000	\$3,000	\$43,000
<i>Noted that the Agreement was updated based on the established HCFC baseline for compliance, and that the revised starting point for sustained aggregate reduction in HCFC consumption was 23.8 ODP tonnes, calculated using consumption of 23.6 ODP tonnes and 24.0 ODP tonnes reported for 2009 and 2010, respectively, under Article 7 of the Montreal Protocol.</i>					
<b>Total for Benin</b>			<b>2.4</b>	<b>\$125,000</b>	<b>\$14,050</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	
<b>BHUTAN</b>					
<b>PHASE-OUT PLAN</b>					
<b>HCFC phase out plan</b>					
HCFC phase-out management plan (second tranche)	UNDP		\$42,000	\$3,780	\$45,780
HCFC phase-out management plan (second tranche)	UNEP		\$70,000	\$9,100	\$79,100
	<b>Total for Bhutan</b>		<b>\$112,000</b>	<b>\$12,880</b>	<b>\$124,880</b>
<b>BURKINA FASO</b>					
<b>PHASE-OUT PLAN</b>					
<b>HCFC phase out plan</b>					
HCFC phase-out management plan (stage I, second tranche)	UNEP	2.0	\$120,000	\$15,600	\$135,600
<i>Noted that the Agreement was updated based on the established HCFC baseline for compliance, and that the revised starting point for sustained aggregate reduction in HCFC consumption was 28.9 ODP tonnes, calculated using consumption of 26.7 ODP tonnes and 31.0 ODP tonnes reported for 2009 and 2010, respectively, under Article 7 of the Montreal Protocol.</i>					
	<b>Total for Burkina Faso</b>	<b>2.0</b>	<b>\$120,000</b>	<b>\$15,600</b>	<b>\$135,600</b>
<b>CAMBODIA</b>					
<b>PHASE-OUT PLAN</b>					
<b>HCFC phase out plan</b>					
HCFC phase-out management plan (second tranche)	UNDP	0.6	\$200,000	\$15,000	\$215,000
<i>oted that the Agreement was updated based on the established HCFC baseline for compliance, and that the revised starting point for sustained aggregate reduction in HCFC consumption was 15 ODP tonnes, calculated using consumption of 17.1 ODP tonnes and 12.8 ODP tonnes reported for 2009 and 2010, respectively, under Article 7 of the Montreal Protocol.</i>					
HCFC phase-out management plan (second tranche)	UNEP	0.9	\$100,000	\$13,000	\$113,000
<i>Noted that the Agreement was updated based on the established HCFC baseline for compliance, and that the revised starting point for sustained aggregate reduction in HCFC consumption was 15 ODP tonnes, calculated using consumption of 17.1 ODP tonnes and 12.8 ODP tonnes reported for 2009 and 2010, respectively, under Article 7 of the Montreal Protocol.</i>					
<b>SEVERAL</b>					
<b>Ozone unit support</b>					
Extension of institutional strengthening project (phase VII:1/2014-12/2015)	UNEP		\$112,667	\$0	\$112,667
	<b>Total for Cambodia</b>	<b>1.5</b>	<b>\$412,667</b>	<b>\$28,000</b>	<b>\$440,667</b>

# List of projects and activities approved for funding

UNEP/OzL.Pro/ExCom/70/59  
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Project Title	Agency	ODP (tonnes)	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
<b>CHAD</b>						
<b>PHASE-OUT PLAN</b>						
<b>HCFC phase out plan</b>						
HCFC phase-out management plan (stage I, second tranche)	UNEP	1.6	\$70,000	\$9,100	\$79,100	
<i>Noted that the Agreement was updated based on the established HCFC baseline for compliance and the revised funding level, that the revised starting point for sustained aggregate reduction in HCFC consumption was 16.1 ODP tonnes, calculated using consumption of 26.0 ODP tonnes and 6.2 ODP tonnes reported for 2009 and 2010, respectively, under Article 7 of the Montreal Protocol, and that the revised funding level for stage I of the HPMP was US\$560,000, in accordance with decision 60/44(f)(xii).</i>						
<b>Total for Chad</b>		<b>1.6</b>	<b>\$70,000</b>	<b>\$9,100</b>	<b>\$79,100</b>	
<b>CHINA</b>						
<b>PRODUCTION</b>						
<b>ODS closure</b>						
HCFC production phase-out management plan (stage I, first tranche agency support costs)	IBRD		\$0	\$1,344,000	\$1,344,000	
<i>The administrative fee for the HPPMP in China should be 5.6 per cent for the total duration of China's HPPMP. The World Bank might, on a one-time exceptional basis, provide the first tranche of funding for stage I to commence implementation of stage I of China's HPPMP in advance of approval of the relevant agreement between the Executive Committee and the Government, pursuant to decision 69/28.</i>						
<b>Total for China</b>				<b>\$1,344,000</b>	<b>\$1,344,000</b>	
<b>COLOMBIA</b>						
<b>SEVERAL</b>						
<b>Ozone unit support</b>						
Extension of institutional strengthening project (phase IX: 11/2013-10/2015)	UNDP		\$275,600	\$19,292	\$294,892	
<b>Total for Colombia</b>			<b>\$275,600</b>	<b>\$19,292</b>	<b>\$294,892</b>	
<b>COMOROS</b>						
<b>PHASE-OUT PLAN</b>						
<b>HCFC phase out plan</b>						
HCFC phase-out management plan (stage I, second tranche)	UNEP		\$35,000	\$4,550	\$39,550	
<b>SEVERAL</b>						
<b>Ozone unit support</b>						
Extension of the institutional strengthening project (phase VIII: 7/2013-6/2015)	UNEP		\$60,000	\$0	\$60,000	
<b>Total for Comoros</b>			<b>\$95,000</b>	<b>\$4,550</b>	<b>\$99,550</b>	

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UNEP/OzL.Pro/ExCom/70/59  
Annex VIII

Project Title	Agency	ODP (tonnes)	Funds approved (US\$)		C.E. (US\$/kg)
			Project	Support	
<b>CONGO, DR</b>					
<b>PHASE-OUT PLAN</b>					
<b>HCFC phase out plan</b>					
HCFC phase-out management plan (stage I, second tranche)	UNEP	2.9	\$116,500	\$15,145	\$131,645
<i>The Fund Secretariat was requested, once the Meeting of the Parties made a decision on the request for change of the baseline, 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 and of any potential impact on the eligible funding level, with any adjustments needed being made when the next tranche was submitted.</i>					
HCFC phase-out management plan (stage I, second tranche)	UNDP	2.9	\$116,000	\$10,440	\$126,440
<i>The Fund Secretariat was requested, once the Meeting of the Parties made a decision on the request for change of the baseline, 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 and of any potential impact on the eligible funding level, with any adjustments needed being made when the next tranche was submitted.</i>					
<b>Total for Congo, DR</b>		<b>5.8</b>	<b>\$232,500</b>	<b>\$25,585</b>	<b>\$258,085</b>
<b>COSTA RICA</b>					
<b>PHASE-OUT PLAN</b>					
<b>HCFC phase out plan</b>					
HCFC phase-out management plan (stage I, second tranche)	UNDP		\$168,000	\$12,600	\$180,600
<i>Noted that the Agreement was updated based on the established HCFC baseline for compliance, and that the revised starting point for sustained aggregate reduction in HCFC consumption was 32.21 ODP tonnes, calculated using consumption of 14.2 ODP tonnes and 14 ODP tonnes reported for 2009 and 2010, respectively, under Article 7 of the Montreal Protocol, plus 18.11 ODP tonnes of HCFC-141b contained in imported pre-blended polyol systems.</i>					
<b>Total for Costa Rica</b>			<b>\$168,000</b>	<b>\$12,600</b>	<b>\$180,600</b>
<b>DJIBOUTI</b>					
<b>SEVERAL</b>					
<b>Ozone unit support</b>					
Extension of the institutional strengthening project (phase V: 7/2013-6/2015)	UNEP		\$60,000	\$0	\$60,000
<b>Total for Djibouti</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>ECUADOR</b>						
<b>PHASE-OUT PLAN</b>						
<b>HCFC phase out plan</b>						
HCFC phase-out management plan (stage I, second tranche)	UNEP	0.4	\$20,000	\$2,600	\$22,600	
<i>Noted that the Agreement was updated based on the established HCFC baseline for compliance, and that the revised starting point for sustained aggregate reduction in HCFC consumption was 44.16 ODP tonnes, calculated using consumption of 25.74 ODP tonnes and 21.24 ODP tonnes reported for 2009 and 2010, respectively, under Article 7 of the Montreal Protocol, plus 20.67 ODP tonnes of HCFC-141b contained in imported pre blended polyol systems. Noted that the implementation of the national CFC phase-out plan (NPP) would continue until December 2013. UNEP was requested to return the remaining balance by that date to the Fund and to report to the Executive Committee at its 72nd meeting on the completion of the implementation of the NPP.</i>						
HCFC phase-out management plan (stage I, second tranche)	UNIDO	1.8	\$86,500	\$6,488	\$92,988	
<i>Noted that the Agreement was updated based on the established HCFC baseline for compliance, and that the revised starting point for sustained aggregate reduction in HCFC consumption was 44.16 ODP tonnes, calculated using consumption of 25.74 ODP tonnes and 21.24 ODP tonnes reported for 2009 and 2010, respectively, under Article 7 of the Montreal Protocol, plus 20.67 ODP tonnes of HCFC-141b contained in imported pre blended polyol systems. Noted that the implementation of the national CFC phase-out plan (NPP) would continue until December 2013. UNEP was requested to return the remaining balance by that date to the Fund and to report to the Executive Committee at its 72nd meeting on the completion of the implementation of the NPP.</i>						
<b>Total for Ecuador</b>		<b>2.2</b>	<b>\$106,500</b>	<b>\$9,088</b>	<b>\$115,588</b>	
<b>GUINEA</b>						
<b>SEVERAL</b>						
<b>Ozone unit support</b>						
Extension of the institutional strengthening project (phase VIII: 7/2013-6/2015)	UNEP		\$60,000	\$0	\$60,000	
<b>Total for Guinea</b>			<b>\$60,000</b>		<b>\$60,000</b>	
<b>HONDURAS</b>						
<b>PHASE-OUT PLAN</b>						
<b>HCFC phase out plan</b>						
HCFC phase-out management plan (stage I, second tranche)	UNEP	0.8	\$50,000	\$6,500	\$56,500	
<i>Approved on the understanding that funding of the third tranche of stage I of the HCFC phase-out management plan could be submitted after the project completion report of the terminal phase-out management plan for Honduras had been submitted to the Executive Committee.</i>						

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Project Title	Agency	ODP (tonnes)	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
HCFC phase-out management plan (stage I, second tranche)	UNIDO	1.2	\$90,000	\$6,750	\$96,750	
<i>Approved on the understanding that funding of the third tranche of stage I of the HCFC phase-out management plan could be submitted after the project completion report of the terminal phase-out management plan for Honduras had been submitted to the Executive Committee.</i>						
<b>Total for Honduras</b>		<b>2.0</b>	<b>\$140,000</b>	<b>\$13,250</b>	<b>\$153,250</b>	
<b>JAMAICA</b>						
<b>PHASE-OUT PLAN</b>						
<b>HCFC phase out plan</b>						
HCFC phase-out management plan (stage I, second tranche)	UNEP	0.2	\$18,000	\$2,340	\$20,340	
HCFC phase-out management plan (stage I, second tranche)	UNDP	4.7	\$100,000	\$7,500	\$107,500	
<b>Total for Jamaica</b>		<b>4.9</b>	<b>\$118,000</b>	<b>\$9,840</b>	<b>\$127,840</b>	
<b>KIRIBATI</b>						
<b>SEVERAL</b>						
<b>Ozone unit support</b>						
Renewal of institutional strengthening project (phase V: 12/2013-11/2015)	UNEP		\$60,000	\$0	\$60,000	
<b>Total for Kiribati</b>			<b>\$60,000</b>		<b>\$60,000</b>	
<b>LEBANON</b>						
<b>PHASE-OUT PLAN</b>						
<b>HCFC phase out plan</b>						
HCFC phase-out management plan (stage I, second tranche)	UNDP		\$745,589	\$55,919	\$801,508	
<i>Noted that the Agreement was updated based on the established HCFC baseline for compliance, and that the revised starting point for sustained aggregate reduction in HCFC consumption was 73.5 ODP tonnes, calculated using consumption of 58.4 ODP tonnes and 88.6 ODP tonnes reported for 2009 and 2010, respectively, under Article 7 of the Montreal Protocol.</i>						
<b>Total for Lebanon</b>			<b>\$745,589</b>	<b>\$55,919</b>	<b>\$801,508</b>	
<b>MACEDONIA, FYR</b>						
<b>PHASE-OUT PLAN</b>						
<b>HCFC phase out plan</b>						
HCFC phase-out management plan (phase I, fourth tranche)	UNIDO		\$148,000	\$11,100	\$159,100	
<b>Total for Macedonia, FYR</b>			<b>\$148,000</b>	<b>\$11,100</b>	<b>\$159,100</b>	

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Project Title	Agency	ODP (tonnes)	Funds approved (US\$)		C.E. (US\$/kg)
			Project	Support	
<b>MADAGASCAR</b>					
<b>PHASE-OUT PLAN</b>					
<b>HCFC phase out plan</b>					
HCFC phase-out management plan (stage I, second tranche)	UNEP	0.9	\$70,000	\$9,100	\$79,100
<b>Total for Madagascar</b>		<b>0.9</b>	<b>\$70,000</b>	<b>\$9,100</b>	<b>\$79,100</b>
<b>MALAWI</b>					
<b>PHASE-OUT PLAN</b>					
<b>HCFC phase out plan</b>					
HCFC phase-out management plan (stage I, second tranche)	UNEP	0.7	\$55,000	\$7,150	\$62,150
<i>Noted that the Agreement was updated based on the established HCFC baseline for compliance, and that the revised starting point for sustained aggregate reduction in HCFC consumption was 10.8 ODP tonnes, calculated using consumption of 8.6 ODP tonnes and 13.0 ODP tonnes reported for 2009 and 2010, respectively, under Article 7 of the Montreal Protocol.</i>					
<b>Total for Malawi</b>		<b>0.7</b>	<b>\$55,000</b>	<b>\$7,150</b>	<b>\$62,150</b>
<b>MALAYSIA</b>					
<b>SEVERAL</b>					
<b>Ozone unit support</b>					
Extension of institutional strengthening project (phase X: 1/2014-12/2015)	UNDP		\$279,500	\$19,565	\$299,065
<b>Total for Malaysia</b>			<b>\$279,500</b>	<b>\$19,565</b>	<b>\$299,065</b>
<b>MALI</b>					
<b>SEVERAL</b>					
<b>Ozone unit support</b>					
Extension of the institutional strengthening project (phase VII: 7/2013-6/2015)	UNEP		\$60,677	\$0	\$60,677
<b>Total for Mali</b>			<b>\$60,677</b>		<b>\$60,677</b>
<b>MARSHALL ISLANDS</b>					
<b>SEVERAL</b>					
<b>Ozone unit support</b>					
Extension of the institutional strengthening project (phase V: 12/2013-11/2015)	UNEP		\$60,000	\$0	\$60,000
<b>Total for Marshall Islands</b>			<b>\$60,000</b>		<b>\$60,000</b>
<b>MONGOLIA</b>					
<b>SEVERAL</b>					
<b>Ozone unit support</b>					
Renewal of the institutional strengthening project (phase VIII: 1/2014-12/2015)	UNEP		\$60,000	\$0	\$60,000

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Project Title	Agency	ODP (tonnes)	Funds approved (US\$)		C.E. (US\$/kg)
			Project	Support	
<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 VI: 7/2013-6/2015)	UNEP		\$80,800	\$0	\$80,800
<b>Total for Mozambique</b>			<b>\$80,800</b>		<b>\$80,800</b>
<b>NIUE</b>					
<b>SEVERAL</b>					
<b>Ozone unit support</b>					
Extension of the institutional strengthening project (phase V: 12/2013-11/2015)	UNEP		\$60,000	\$0	\$60,000
<b>Total for Niue</b>			<b>\$60,000</b>		<b>\$60,000</b>
<b>PAKISTAN</b>					
<b>PHASE-OUT PLAN</b>					
<b>HCFC phase out plan</b>					
HCFC phase-out management plan (stage I, second tranche)	UNIDO		\$80,000	\$6,000	\$86,000
<i>Noted that the Agreement was updated based on the established HCFC baseline for compliance, and that the revised starting point for sustained aggregate reduction in HCFC consumption was 247.4 ODP tonnes, calculated using consumption of 239.8 ODP tonnes and 255.0 ODP tonnes reported for 2009 and 2010, respectively, under Article 7 of the Montreal Protocol.</i>					
HCFC phase-out management plan (stage I, second tranche)	UNEP		\$200,000	\$26,000	\$226,000
<i>Noted that the Agreement was updated based on the established HCFC baseline for compliance, and that the revised starting point for sustained aggregate reduction in HCFC consumption was 247.4 ODP tonnes, calculated using consumption of 239.8 ODP tonnes and 255.0 ODP tonnes reported for 2009 and 2010, respectively, under Article 7 of the Montreal Protocol.</i>					
<b>Total for Pakistan</b>			<b>\$280,000</b>	<b>\$32,000</b>	<b>\$312,000</b>
<b>PALAU</b>					
<b>SEVERAL</b>					
<b>Ozone unit support</b>					
Renewal of institutional strengthening project (phase V: 12/2013-11/2015)	UNEP		\$60,000	\$0	\$60,000
<b>Total for Palau</b>			<b>\$60,000</b>		<b>\$60,000</b>
<b>PANAMA</b>					
<b>PHASE-OUT PLAN</b>					
<b>HCFC phase out plan</b>					
HCFC phase-out management plan (stage I, second tranche)	UNDP	1.8	\$100,907	\$7,568	\$108,475

## List of projects and activities approved for funding

UNEP/OzL.Pro/ExCom/70/59  
Annex VIII

Project Title	Agency	ODP (tonnes)	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
HCFC phase-out management plan (stage I, second tranche)	UNEP	0.7	\$26,600	\$3,458	\$30,058	
<b>Total for Panama</b>		<b>2.5</b>	<b>\$127,507</b>	<b>\$11,026</b>	<b>\$138,533</b>	
<b>PHILIPPINES</b>						
<b>SEVERAL</b>						
<b>Ozone unit support</b>						
Extension of institutional strengthening project (phase IX: 1/2014-12/2015)	UNEP		\$181,133	\$0	\$181,133	
<b>Total for Philippines</b>			<b>\$181,133</b>		<b>\$181,133</b>	
<b>RWANDA</b>						
<b>PHASE-OUT PLAN</b>						
<b>HCFC phase out plan</b>						
HCFC phase-out management plan (stage I, second tranche)	UNEP	0.2	\$40,000	\$5,200	\$45,200	
<i>Noted that the Agreement was updated based on the established HCFC baseline for compliance, and that the revised starting point for sustained aggregate reduction in HCFC consumption was 4.1 ODP tonnes, calculated using consumption of 3.8 ODP tonnes and 4.4 ODP tonnes reported for 2009 and 2010, respectively, under Article 7 of the Montreal Protocol.</i>						
<b>SEVERAL</b>						
<b>Ozone unit support</b>						
Extension of the institutional strengthening project (phase V: 7/2013-6/2015)	UNEP		\$60,000	\$0	\$60,000	
<b>Total for Rwanda</b>		<b>0.2</b>	<b>\$100,000</b>	<b>\$5,200</b>	<b>\$105,200</b>	
<b>SAMOA</b>						
<b>SEVERAL</b>						
<b>Ozone unit support</b>						
Extension of institutional strengthening project (phase VII: 11/2013-10/2015)	UNEP		\$60,000	\$0	\$60,000	
<b>Total for Samoa</b>			<b>\$60,000</b>		<b>\$60,000</b>	
<b>SAO TOME AND PRINCIPE</b>						
<b>PHASE-OUT PLAN</b>						
<b>HCFC phase out plan</b>						
HCFC phase-out management plan (stage I, second tranche)	UNEP		\$35,000	\$4,550	\$39,550	
<i>The Fund Secretariat was requested, in the event that the baseline consumption for compliance was amended based on the revised HCFC consumption data reported under Article 7 of the Montreal Protocol, to update Appendix 2-A to the Agreement to include the revised 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.</i>						
<b>Total for Sao Tome and Principe</b>			<b>\$35,000</b>	<b>\$4,550</b>	<b>\$39,550</b>	

## List of projects and activities approved for funding

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Annex VIII

Project Title	Agency	ODP (tonnes)	Funds approved (US\$)		C.E. (US\$/kg)
			Project	Support	
<b>SEYCHELLES</b>					
<b>PHASE-OUT PLAN</b>					
<b>HCFC phase out plan</b>					
HCFC phase-out management plan (second tranche)	Germany	0.4	\$160,000	\$20,267	\$180,267
<p><i>Noted that the Fund Secretariat, in accordance with decision 63/48, has confirmed that the baseline for Seychelles remains unchanged, that the starting point for sustained aggregate reduction in HCFC consumption is 1.4 ODP tonnes; and that a new paragraph 16 had been added to indicate that the updated Agreement superseded that approved at the 63rd meeting. Further noted the 2012 consumption reported by Seychelles under the country programme has exceeded by 0.14 ODP tonnes the maximum allowable consumption of 1.25 ODP tonnes in 2012 set in row 1.2 of its Agreement with the Executive Committee because it is including the consumption of ODS used for servicing foreign-owned ships. Recognized that the Government has established a quota system to control the import and export of HCFCs, is committed to meeting the targets in its Agreement with the Executive Committee, and that it will include the consumption of ODS used for servicing foreign-owned ships in its domestic consumption in its annual report under Article 7 of the Montreal Protocol.</i></p>					
<b>SEVERAL</b>					
<b>Ozone unit support</b>					
Extension of institutional strengthening project (phase VI: 7/2013-6/2015)	UNEP		\$60,000	\$0	\$60,000
	<b>Total for Seychelles</b>	<b>0.4</b>	<b>\$220,000</b>	<b>\$20,267</b>	<b>\$240,267</b>
<b>SIERRA LEONE</b>					
<b>PHASE-OUT PLAN</b>					
<b>HCFC phase out plan</b>					
HCFC phase-out management plan (stage I, second tranche)	UNEP	0.1	\$23,000	\$2,990	\$25,990
	<b>Total for Sierra Leone</b>	<b>0.1</b>	<b>\$23,000</b>	<b>\$2,990</b>	<b>\$25,990</b>
<b>SOLOMON ISLANDS</b>					
<b>SEVERAL</b>					
<b>Ozone unit support</b>					
Renewal of institutional strengthening project (phase V: 12/2013-11/2015)	UNEP		\$60,000	\$0	\$60,000
	<b>Total for Solomon Islands</b>		<b>\$60,000</b>		<b>\$60,000</b>
<b>SOUTH SUDAN</b>					
<b>PHASE-OUT PLAN</b>					
<b>HCFC phase out plan</b>					
Preparation of a HCFC phase-out management plan	UNEP		\$30,000	\$3,900	\$33,900
	<b>Total for South Sudan</b>		<b>\$30,000</b>	<b>\$3,900</b>	<b>\$33,900</b>

# List of projects and activities approved for funding

UNEP/OzL.Pro/ExCom/70/59  
Annex VIII

Project Title	Agency	ODP (tonnes)	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
<b>SRI LANKA</b>						
<b>PHASE-OUT PLAN</b>						
<b>HCFC phase out plan</b>						
HCFC phase-out management plan (stage I, second tranche)	UNDP	0.4	\$60,000	\$4,500	\$64,500	
<i>Noted that the Agreement was updated based on the established HCFC baseline for compliance, and that the revised starting point for sustained aggregate reduction in HCFC consumption was 13.9 ODP tonnes, calculated using consumption of 13.4 ODP tonnes and 14.3 ODP tonnes reported for 2009 and 2010, respectively, under Article 7 of the Montreal Protocol.</i>						
HCFC phase-out management plan (stage I, second tranche)	UNEP	0.5	\$24,000	\$3,120	\$27,120	
<i>Noted that the Agreement was updated based on the established HCFC baseline for compliance, and that the revised starting point for sustained aggregate reduction in HCFC consumption was 13.9 ODP tonnes, calculated using consumption of 13.4 ODP tonnes and 14.3 ODP tonnes reported for 2009 and 2010, respectively, under Article 7 of the Montreal Protocol.</i>						
<b>Total for Sri Lanka</b>		<b>1.0</b>	<b>\$84,000</b>	<b>\$7,620</b>	<b>\$91,620</b>	
<b>SWAZILAND</b>						
<b>PHASE-OUT PLAN</b>						
<b>HCFC phase out plan</b>						
HCFC phase-out management plan (stage I, second tranche)	UNEP	0.2	\$55,000	\$7,150	\$62,150	
<i>Noted that the Agreement was updated based on the established HCFC baseline for compliance, and that the revised starting point for sustained aggregate reduction in HCFC consumption was 7.3 ODP tonnes, calculated using consumption of 9.5 ODP tonnes and 5.0 ODP tonnes reported for 2009 and 2010, respectively, under Article 7 of the Montreal Protocol.</i>						
<b>Total for Swaziland</b>		<b>0.2</b>	<b>\$55,000</b>	<b>\$7,150</b>	<b>\$62,150</b>	
<b>TONGA</b>						
<b>SEVERAL</b>						
<b>Ozone unit support</b>						
Renewal of institutional strengthening project (phase V: 12/2013-11/2015)	UNEP		\$60,000	\$0	\$60,000	
<b>Total for Tonga</b>			<b>\$60,000</b>		<b>\$60,000</b>	
<b>TURKEY</b>						
<b>SEVERAL</b>						
<b>Ozone unit support</b>						
Extension of institutional strengthening project (phase VI: 7/2013-6/2015)	UNIDO		\$260,000	\$18,200	\$278,200	
<b>Total for Turkey</b>			<b>\$260,000</b>	<b>\$18,200</b>	<b>\$278,200</b>	

## List of projects and activities approved for funding

UNEP/OzL.Pro/ExCom/70/59  
Annex VIII

Project Title	Agency	ODP (tonnes)	Funds approved (US\$)		C.E. (US\$/kg)
			Project	Support	
<b>VENEZUELA</b>					
<b>PHASE-OUT PLAN</b>					
<b>HCFC phase out plan</b>					
HCFC phase-out management plan (stage I, third tranche)	UNEP	0.3	\$25,125	\$3,266	\$28,391
HCFC phase-out management plan (stage I, third tranche)	UNIDO	4.0	\$324,875	\$24,366	\$349,241
	<b>Total for Venezuela</b>	<b>4.3</b>	<b>\$350,000</b>	<b>\$27,632</b>	<b>\$377,632</b>
<b>VIETNAM</b>					
<b>FUMIGANT</b>					
<b>Methyl bromide</b>					
National phase-out plan of methyl bromide (fourth tranche)	IBRD	20.0	\$58,284	\$4,371	\$62,655
	<b>Total for Vietnam</b>	<b>20.0</b>	<b>\$58,284</b>	<b>\$4,371</b>	<b>\$62,655</b>
	<b>GRAND TOTAL</b>	<b>53.2</b>	<b>\$6,080,757</b>	<b>\$1,776,455</b>	<b>\$7,857,212</b>

## Summary

UNEP/OzL.Pro/ExCom/70/59  
Annex VIII

Sector	Tonnes (ODP)	Funds approved (US\$)		
		Project	Support	Total
<b>BILATERAL COOPERATION</b>				
Phase-out plan	0.4	\$160,000	\$20,267	\$180,267
<b>TOTAL:</b>	0.4	\$160,000	\$20,267	\$180,267
<b>INVESTMENT PROJECT</b>				
Fumigant	20.0	\$58,284	\$4,371	\$62,655
Production			\$1,344,000	\$1,344,000
Phase-out plan	32.8	\$3,652,096	\$346,860	\$3,998,956
<b>TOTAL:</b>	52.8	\$3,710,380	\$1,695,231	\$5,405,611
<b>WORK PROGRAMME AMENDMENT</b>				
Phase-out plan		\$30,000	\$3,900	\$33,900
Several		\$2,180,377	\$57,057	\$2,237,434
<b>TOTAL:</b>		\$2,210,377	\$60,957	\$2,271,334
<b>Summary by Parties and Implementing Agencies</b>				
Germany	0.4	\$160,000	\$20,267	\$180,267
IBRD	20.0	\$58,284	\$1,348,371	\$1,406,655
UNDP	10.4	\$2,087,596	\$156,164	\$2,243,760
UNEP	14.0	\$2,653,502	\$167,469	\$2,820,971
UNIDO	8.4	\$1,121,375	\$84,184	\$1,205,559
<b>GRAND TOTAL</b>	53.2	\$6,080,757	\$1,776,455	\$7,857,212

**ADJUSTMENTS ARISING FROM THE 70TH MEETING OF THE EXECUTIVE COMMITTEE FOR BALANCES ON PROJECTS  
ACTIVITIES**

<b>Agency</b>	<b>Project Costs (US\$)</b>	<b>Support Costs (US\$)</b>	<b>Total (US\$)</b>
Canada (per decision 70/2(a)(viii)*)	5,468	135	5,603
UNDP (per decision 70/2(a)(ii)&(iii))	197,122	14,897	212,019
UNEP (per decision 70/2(a)(ii)&(iii))	400,388	32,031	432,419
UNIDO (per decision 70/2(a)(ii)&(iii))	415,578	31,177	446,755
<b>Total</b>	<b>1,018,556</b>	<b>78,240</b>	<b>1,096,796</b>

\*Cash transfer

**NET ALLOCATIONS TO IMPLEMENTING AGENCIES AND BILATERAL CONTRIBUTIONS BASED ON DECISIONS OF THE  
70TH MEETING OF THE EXECUTIVE COMMITTEE**

<b>Agency</b>	<b>Project Costs (US\$)</b>	<b>Support Costs (US\$)</b>	<b>Total (US\$)</b>
Germany (1)	160,000	20,267	180,267
UNDP	1,890,474	141,267	2,031,741
UNEP	2,253,114	135,438	2,388,552
UNIDO	705,797	53,007	758,804
World Bank	58,284	1,348,371	1,406,655
<b>Total</b>	<b>5,067,669</b>	<b>1,698,350</b>	<b>6,766,019</b>

(1) US \$180,267 to be assigned to 2014 bilateral contributions.

## Annex IX

### **UPDATED 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 3.90 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, 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. 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.

16. This updated Agreement supersedes the Agreement reached between the Government of Albania and the Executive Committee at the 64<sup>th</sup> meeting of the Executive Committee.

### APPENDIX 1-A: THE SUBSTANCES

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)
HCFC-22	C	I	5.70
HCFC-124	C	I	0.01
HCFC-142b	C	I	0.29
Total			6.00

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

Row	Particulars	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	6.00	6.00	5.40	5.40	5.40	5.40	5.40	3.90	n/a
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	n/a	n/a	6.00	6.00	5.40	5.40	5.40	5.40	5.40	3.90	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)											1.80
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)											3.90
4.2.1	Total phase-out of HCFC-124 agreed to be achieved under this Agreement (ODP tonnes)											0.01
4.2.2	Phase-out of HCFC-124 to be achieved through previously approved projects (ODP tonnes)											0.00
4.2.3	Remaining eligible consumption of HCFC-124 (ODP tonnes)											0.00
4.3.1	Total phase-out of HCFC-142b agreed to be achieved under this Agreement (ODP tonnes)											0.29
4.3.2	Phase-out of HCFC-142b to be achieved through previously approved projects (ODP tonnes)											0.00
4.3.3	Remaining eligible consumption of HCFC-142b (ODP tonnes)											0.00

### 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 X**

**UPDATED AGREEMENT BETWEEN THE GOVERNMENT OF BENIN  
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 Benin (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 15.47 ODP tonnes prior to 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”; the Target) 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 (“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 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 (“Format of Tranche Implementation Reports and Plans”) covering each previous calendar year, that it had achieved a significant level of implementation of activities initiated with previously approved tranches, and that the rate of disbursement of funding available from the previously approved tranche was more than 20 per cent;

- (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 (“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 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 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 phase-down and phase-out of the Substances specified in Appendix 1-A. Reallocations categorized as major changes must be documented in advance in a Tranche Implementation Plan and approved by the Executive Committee as described in sub-paragraph 5(d). Major changes would relate to reallocations affecting in total 30 per cent or more of the funding of the last approved tranche, issues potentially concerning the rules and policies of the Multilateral Fund, or changes which would modify any clause of this Agreement. Reallocations not categorized as major changes may be incorporated in the approved Tranche Implementation Plan, under implementation at the time, and reported to the Executive Committee in the Tranche Implementation Report. 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 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 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 entered into a formal agreement regarding 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 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.

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 Appendix 4-A (a), (b), (d) and (e) continue until the time of the completion if not specified by the Executive Committee otherwise.

15. 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.

16. This updated Agreement supersedes the Agreement reached between the Government of Benin and the Executive Committee at the 63<sup>rd</sup> meeting of the Executive Committee.

#### **APPENDIX 1-A: THE SUBSTANCES**

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)
HCFC-22	C	I	23.80

## 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	23.80	23.80	21.42	21.42	21.42	21.42	21.42	15.47	n/a
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	n/a	n/a	23.80	23.80	21.42	21.42	21.42	21.42	21.42	15.47	n/a
2.1	Lead IA (UNEP) agreed funding (US \$)	85,000	0	85,000	0	0	75,000	0	65,000	0	60,000	370,000
2.2	Support costs for Lead IA (US \$)	11,050	0	11,050	0	0	9,750	0	8,450	0	7,800	48,100
2.3	Cooperating IA (UNIDO) agreed funding (US \$)	100,000	0	40,000	0	0	50,000	0	35,000	0	35,000	260,000
2.4	Support costs for Cooperating IA (US \$)	7,500	0	3,000	0	0	3,750	0	2,625	0	2,625	19,500
3.1	Total agreed funding (US \$)	185,000	0	125,000	0	0	125,000	0	100,000	0	95,000	630,000
3.2	Total support costs (US \$)	18,550	0	14,050	0	0	13,500	0	11,075	0	10,425	67,600
3.3	Total agreed costs (US \$)	203,550	0	139,050	0	0	138,500	0	111,075	0	105,425	697,600
4.1.1	Total phase-out of HCFC-22 under this agreement (ODP tonnes)											8.33
4.1.2	Phase-out of HCFC-22 in previously approved projects (ODP tonnes)											0
4.1.3	Remaining eligible consumption for HCFC-22											15.47

## 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 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 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 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 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 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 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 Tranche 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 IAs, 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 COOPERATING IMPLEMENTING AGENCY**

1. The Cooperating IA will be responsible for a range of activities. These activities can be specified in the respective project document 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

### **UPDATED AGREEMENT BETWEEN THE GOVERNMENT OF BURKINA FASO 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 Burkina Faso (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 18.79 ODP tonnes prior to 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 row 4.1.3.
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 meet the consumption limits for each of the Substances as indicated in Appendix 2-A. It will also accept independent verification, to be commissioned by the relevant bilateral or implementing agency, of achievement of these consumption limits 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; and
  - (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.

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 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 phase-down and phase-out of the Substances specified in Appendix 1-A. Reallocations categorized as major changes must be documented in advance in a Tranche Implementation Plan and approved by the Executive Committee as described in sub-paragraph 5(d). Major changes would relate to reallocations affecting in total 30 per cent or more of the funding of the last approved tranche, issues potentially concerning the rules and policies of the Multilateral Fund, or changes which would modify any clause of this Agreement. Reallocations not categorized as major changes may be incorporated in the approved Tranche Implementation Plan, under implementation at the time, and reported to the Executive Committee in the Tranche Implementation Report. 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 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 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 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 entered into a formal agreement regarding 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 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.

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 Appendix 4-A (a), (b), (d) and (e) continue until the time of the completion if not specified by the Executive Committee otherwise.

15. 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.

16. This updated Agreement supersedes the Agreement reached between the Government of Burkina Faso and the Executive Committee at the 62<sup>nd</sup> meeting of the Executive Committee.

## APPENDICES

### APPENDIX 1-A: THE SUBSTANCES

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)
HCFC-22	C	I	28.9

## 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	28.9	28.9	26.01	26.01	26.01	26.01	26.01	18.79	n/a
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	n/a	n/a	n/a	28.9	28.9	26.01	26.01	26.01	26.01	26.01	18.79	n/a
2.1	Lead IA (UNEP) agreed funding (US \$)	120,000	0	0	120,000	0	0	126,100	0	100,000	0	80,068	546,168
2.2	Support costs for Lead IA (US \$)	15,600	0	0	15,600	0	0	16,393	0	13,000	0	10,409	71,002
2.3	Cooperating IA (UNIDO) agreed funding (US \$)	150,000	0	0	0	0	0	99,900	0	0	0	0	249,900
2.4	Support costs for Cooperating IA (US \$)	13,500	0	0	0	0	0	8,991	0	0	0	0	22,491
3.1	Total agreed funding (US \$)	270,000	0	0	120,000	0	0	226,000	0	100,000	0	80,068	796,068
3.2	Total support costs (US \$)	29,100	0	0	15,600	0	0	25,384	0	13,000	0	10,409	93,493
3.3	Total agreed costs (US \$)	299,100	0	0	135,600	0	0	251,384	0	113,000	0	90,477	889,561
4.1.1	Total phase-out of HCFC-22 under this agreement (ODP tonnes)												10.11
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												18.79

## 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 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 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 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 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 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 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 Tranche 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 co-ordinating implementing agencies, 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 COOPERATING IMPLEMENTING AGENCY**

1. The Cooperating IA will be responsible for a range of activities. These activities can be specified in the respective project document 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 \$2,500 per metric 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 XII

### **UPDATED AGREEMENT BETWEEN CAMBODIA 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 Cambodia 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 0.4 ODP tonnes prior to 1 January 2035 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. The country also agrees to meet the annual consumption limits specified in the Montreal Protocol reduction schedule for all Substances as well as for those ODS where the Montreal Protocol reduction schedule has already lead to complete phase-out, except to the degree that the Parties have agreed on essential or critical use exemptions for the Country. 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 as the final reduction step under this agreement for all ODS 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.
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 meet the consumption limits for each of the Substances as indicated in Appendix 2-A. It will also accept independent verification, to be commissioned by the relevant implementing agency (IA), of achievement of these consumption limits 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, if requested by the Executive Committee consistent with paragraph (d) of decision 45/54;
  - (c) That the Country has substantially completed all actions set out in the previous tranche implementation plan and submitted a tranche implementation report in the form of Appendix 4-A (the “Format of Tranche Implementation Report and Plan”) for each previous calendar year; and

- (d) That the Country has submitted and received endorsement from the Executive Committee for tranche implementation plans in the form of Appendix 4-A (the “Format of Tranche Implementation Reports and Plans”) for 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. The institutions set out in Appendix 5-A (the “Monitoring Institutions and Roles”) will monitor and report on that monitoring in accordance with the 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. While the Funding was determined on the basis of estimates of the needs of the Country to carry out its obligations under this Agreement, 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 goals prescribed under this Agreement. Reallocations categorized as major changes must be documented in advance in a tranche implementation plan and endorsed by the Executive Committee as described in sub-paragraph 5(d). Major changes would relate to reallocations affecting in total 30% or more of the funding of the last approved tranche, issues potentially concerning the rules and policies of the Multilateral Fund, or changes which would modify any clause of this agreement. Reallocations not categorized as major changes may be incorporated in the approved tranche implementation plan, under implementation at the time, and reported to the Executive Committee in the tranche implementation report. 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 that the:
  - (a) Country would use the flexibility available under this Agreement to address specific needs that might arise during project implementation; and
  - (b) Country and the implementing agencies 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. UNEP has agreed to be the lead implementing agency (the “Lead IA”) and UNDP has agreed to be 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 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 IA to ensure appropriate timing and sequence of activities in the implementation. The Cooperating IA will support the Lead IA by being responsible for carrying out the activities listed in Appendix 6-B under the overall co-ordination of the Lead IA. The Lead IA and Cooperating IA 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 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 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.

12. The funding components 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), 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.

15. 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.

16. This updated Agreement supersedes the Agreement reached between the Government of Cambodia and the Executive Committee at the 61<sup>st</sup> meeting of the Executive Committee.

## APPENDICES

### APPENDIX 1-A: THE SUBSTANCES

Substance	Annex	Group	Starting point for aggregate reduction in consumption (ODP tonnes)
HCFC-22 and HCFC-123	C	I	15.0

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

		2010	2011-2012	2013	2014	2015	2016	2017-2018	2019	2020-2021	2022	2023-2024	2025-2029	2030	2031	Total
1.1	Montreal Protocol reduction schedule of Annex C, Group I substances (ODP tonnes)	n/a	n/a	15.0	15.0	13.5	13.5	13.5	13.5	9.75	9.75	9.75	4.88	0.38	0.38	n/a
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	n/a	n/a	15.0	15.0	13.5	13.5	13.5	13.5	9.75	9.75	9.75	4.88	0.38	0.38	n/a
2.1	Lead IA [UNEP] agreed funding (US \$)	150,000	0	100,000	0	0	150,000	0	100,000	0	200,000	0	200,000	0	50,000	950,000
2.2	Support cost for Lead IA (US \$)	19,500	0	13,000	0	0	19,500	0	13,000	0	26,000	0	26,000	0	6,500	123,500
2.3	Cooperating IA [UNDP] agreed funding (US \$)	200,000	0	200,000	0	0	100,000	0	150,000	0	0	0	0	0	0	650,000
2.4	Support cost for Cooperating IA (US \$)	15,000	0	15,000	0	0	7,500	0	11,250	0	0	0	0	0	0	48,750
3.1	Total agreed funding (US \$)	350,000	0	300,000	0	0	250,000	0	250,000	0	200,000	0	200,000	0	50,000	1,600,000
3.2	Total support cost (US \$)	34,500	0	28,000	0	0	27,000	0	24,250	0	26,000	0	26,000	0	6,500	172,250
3.3	Total agreed costs (US \$)	384,500	0	328,000	0	0	277,000	0	274,250	0	226,000	0	226,000	0	56,500	1,772,250
4.1.1	Total phase-out of HCFCs agreed to be achieved under this agreement (ODP tonnes)															15.0
4.1.2	Phase-out of HCFCs to be achieved in previously approved projects (ODP tonnes)															0
4.1.3	Remaining eligible consumption for HCFCs (ODP tonnes)															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 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 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 requested 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 online into a database, as per the relevant decisions of the Executive Committee in respect to the format required. This quantitative information, to be submitted by calendar year, 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 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. Appendix 5-A, Monitoring Institutions and Roles, may vary from agreement to agreement. Previous agreements entered by the Committee as reflected in the Reports of the Meetings as well as the existing agreements for the TPMP should be referenced to provide relevant examples. The principle need is for the appendix to provide a detailed and credible indication of how progress is to be monitored and which organizations will be responsible for the activities. Please take into account any experiences from implementing the TPMP, and introduce the relevant changes and improvements.

## **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 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; this responsibility includes the reporting about activities undertaken by the Cooperating IA;
  - (f) Ensuring that appropriate independent technical experts carry out the technical reviews undertaken by the Lead IA;
  - (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) Co-ordinating the activities of the Cooperating IA, and ensuring appropriate sequence of activities;
  - (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 6-B: ROLE OF COOPERATING IMPLEMENTING AGENCY**

1. The Cooperating IA will be responsible for a range of activities. These might be included, as relevant, in this plan or they may have received funding previously, but be considered to be part of the HPMP. These activities can be specified in the respective project document 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 \$10,000 per ODP tonne of reductions in consumption not achieved in the year.

### Annex XIII

#### **UPDATED AGREEMENT BETWEEN THE GOVERNMENT OF CHAD 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 Chad (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 10.47 ODP tonnes prior to 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 row 4.1.3.
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 meet the consumption limits for each of the Substances as indicated in Appendix 2-A. It will also accept independent verification, to be commissioned by the relevant bilateral or implementing agency, of achievement of these consumption limits 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; and
  - (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.

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 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 phase-down and phase-out of the Substances specified in Appendix 1-A. Reallocations categorized as major changes must be documented in advance in a Tranche Implementation Plan and approved by the Executive Committee as described in sub-paragraph 5(d). Major changes would relate to reallocations affecting in total 30 per cent or more of the funding of the last approved tranche, issues potentially concerning the rules and policies of the Multilateral Fund, or changes which would modify any clause of this Agreement. Reallocations not categorized as major changes may be incorporated in the approved Tranche Implementation Plan, under implementation at the time, and reported to the Executive Committee in the Tranche Implementation Report. 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 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 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 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 entered into a formal agreement regarding 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 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.

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 Appendix 4-A (a), (b), (d) and (e) continue until the time of the completion if not specified by the Executive Committee otherwise.

15. 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.

16. This updated Agreement supersedes the Agreement reached between the Government of Chad and the Executive Committee at the 62<sup>nd</sup> meeting of the Executive Committee.

## APPENDICES

### APPENDIX 1-A: THE SUBSTANCES

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)
HCFC-22	C	I	16.10

## 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	16.10	16.10	14.49	14.49	14.49	14.49	14.49	10.47	n/a
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	n/a	n/a	n/a	16.10	16.10	14.49	14.49	14.49	14.49	14.49	10.47	n/a
2.1	Lead IA (UNEP) agreed funding (US \$)	100,000	0	0	70,000	0	0	45,000	0	45,000	0	65,000	325,000
2.2	Support costs for Lead IA (US \$)	13,000	0	0	9,100	0	0	5,850	0	5,850	0	8,450	42,250
2.3	Cooperating IA (UNIDO) agreed funding (US \$)	135,000	0	0	0	0	0	100,000	0	0	0	0	235,000
2.4	Support costs for Cooperating IA (US \$)	10,125	0	0	0	0	0	7,500	0	0	0	0	17,625
3.1	Total agreed funding (US \$)	235,000	0	0	70,000	0	0	145,000	0	45,000	0	65,000	560,000
3.2	Total support costs (US \$)	23,125	0	0	9,100	0	0	13,350	0	5,850	0	8,450	59,875
3.3	Total agreed costs (US \$)	258,125	0	0	79,100	0	0	158,350	0	50,850	0	73,450	619,875
4.1.1	Total phase-out of HCFC-22 under this agreement (ODP tonnes)												5.63
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												10.47

## 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 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 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 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 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 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 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 Tranche 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 co-ordinating implementing agencies, 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 COOPERATING IMPLEMENTING AGENCY**

1. The Cooperating IA will be responsible for a range of activities. These activities can be specified in the respective project document 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 \$2,500 per metric 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 XIV

### **UPDATED 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 9.17 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”) 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.

16. This updated Agreement supersedes the Agreement reached between the Government of Costa Rica and the Executive Committee at the 64<sup>th</sup> meeting of the Executive Committee.

## 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	3.58
HCFC-123	C	I	0.007
HCFC-124	C	I	0.09
HCFC-142b	C	I	0.4
Subtotal	C	I	14.10
HCFC-141b in imported pre-blended polyols			18.11
Total			32.21

### 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	14.10	14.10	12.69	12.69	12.69	12.69	12.69	9.17	n/a
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	n/a	n/a	14.10	14.10	12.69	12.69	12.69	12.69	12.69	9.17	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-141b, HCFC-142b (ODP tonnes) agreed to be achieved under this Agreement											4.93
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)											9.17
4.2.1	Total phase-out of HCFC-141b in imported pre-blended polyols (ODP tonnes) agreed to be achieved under this Agreement											14.0
4.2.2	Phase-out of HCFC-141b in imported pre-blended polyols to be achieved in previously approved projects (ODP tonnes)											0
4.2.3	Remaining eligible consumption for HCFC-141b in imported pre-blended polyols ODP tonnes)											4.11

### **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 XV

### **UPDATED AGREEMENT BETWEEN THE GOVERNMENT OF ECUADOR 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 Ecuador (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 15.27 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 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 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. In accordance with sub-paragraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of the Substances as set out in row 1.2 of Appendix 2-A of this Agreement. The aforementioned verification will be commissioned by the relevant bilateral or implementing agency.
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 in advance of the applicable Executive Committee meeting set out in the Funding Approval Schedule:
  - (a) 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;
  - (b) That the meeting of these Targets has been independently verified, unless 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 an annual implementation plan in the form of Appendix 4-A covering each calendar year until and including the year for which the funding schedule foresees the submission of the next tranche or, in case of the final tranche, until completion of all activities foreseen; 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 either in an annual implementation plan submitted as foreseen in sub-paragraph 5(d) above, or as a revision to an existing annual implementation plan to be submitted eight weeks prior to any meeting of the Executive Committee, for its approval. Major changes would relate to:
  - (i) Issues potentially concerning the rules and policies of the Multilateral Fund;
  - (ii) Changes which would modify any clause of this Agreement;
  - (iii) Changes in the annual levels of funding allocated to individual bilateral or implementing agencies for the different tranches; and
  - (iv) Provision of funding for programmes or activities not included in the current endorsed 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 last approved 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 subsequent 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 upon completion of the last tranche foreseen under this Agreement.

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 ensuring co-ordinated planning, implementation and reporting of all activities under this Agreement, including but not limited to independent verification as per sub-paragraph 5(b). This responsibility includes the necessity to co-ordinate 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 (“Reductions in Funding for Failure to Comply”) 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 the information necessary to verify compliance with this Agreement.

14. 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 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 will continue until the time of the completion unless otherwise specified by the Executive Committee.

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.

16. This updated Agreement supersedes the Agreement reached between the Government of Ecuador and the Executive Committee at the 65<sup>th</sup> meeting of the Executive Committee.

## APPENDICES

### APPENDIX 1-A: THE SUBSTANCES

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)
HCFC-22	C	I	21.02
HCFC-141b	C	I	0.86
HCFC-123	C	I	0.18
HCFC-142b	C	I	1.20
HCFC-124	C	I	0.22
Sub-total			23.49
HCFC-141b contained in imported pre-blended polyols	C	I	20.67
Total			44.16

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

Row	Particulars	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	23.49	23.49	21.14	21.14	21.14	21.14	21.14	15.27	n/a
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	n/a	n/a	23.49	23.49	21.14	21.14	21.14	21.14	21.14	15.27	n/a
2.1	Lead IA (UNIDO) agreed funding (US \$)	1,531,940	0	86,500	0	0	86,500	0	86,500	0	55,000	1,846,440
2.2	Support costs for Lead IA (US \$)	114,896	0	6,488	0	0	6,487	0	6,487	0	4,125	138,483
2.3	Cooperating IA (UNEP) agreed funding (US \$)	30,000	0	20,000	0	0	30,000	0	25,000	0	10,000	115,000
2.4	Support costs for Cooperating IA (US \$)	3,900	0	2,600	0	0	3,900	0	3,250	0	1,300	14,950
3.1	Total agreed funding (US \$)	1,561,940	0	106,500	0	0	116,500	0	111,500	0	65,000	1,961,440
3.2	Total support cost	118,796	0	9,088	0	0	10,387	0	9,737	0	5,425	153,433
3.3	Total agreed costs (US \$)	1,680,736	0	115,588	0	0	126,887	0	121,237	0	70,425	2,114,873
4.1.1	Total phase-out of HCFC-22 agreed to be achieved under this Agreement (ODP tonnes)											7.36
4.1.2	Phase-out of HCFC-22 to be achieved in previously approved projects (ODP tonnes)											n/a
4.1.3	Remaining eligible consumption for HCFC-22 (ODP tonnes)											13.66
4.2.1	Total phase-out of HCFC-141b agreed to be achieved under this Agreement (ODP tonnes)											0.86
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)											0.00
4.3.1	Total phase-out of HCFC-123 agreed to be achieved under this Agreement (ODP tonnes)											0.00
4.3.2	Phase-out of HCFC-123 to be achieved in previously approved projects (ODP tonnes)											n/a
4.3.3	Remaining eligible consumption for HCFC-123 (ODP tonnes)											0.18
4.4.1	Total phase-out of HCFC-142b agreed to be achieved under this Agreement (ODP tonnes)											0.00
4.4.2	Phase-out of HCFC-142b to be achieved in previously approved projects (ODP tonnes)											n/a
4.4.3	Remaining eligible consumption for HCFC-142b (ODP tonnes)											1.20
4.5.1	Total phase-out of HCFC-124 agreed to be achieved under this Agreement (ODP tonnes)											0.00
4.5.2	Phase-out of HCFC-124 to be achieved in previously approved projects (ODP tonnes)											n/a
4.5.3	Remaining eligible consumption for HCFC-124 (ODP tonnes)											0.22
4.6.1	Total phase-out of HCFC-141b contained in imported pre-blended polyols agreed to be achieved under this Agreement (ODP tonnes)											14.96
4.6.2	Phase-out of HCFC-141b contained in imported pre-blended polyols to be achieved in previously approved projects (ODP tonnes)											n/a
4.6.3	Remaining eligible consumption for HCFC-141b contained in imported pre-blended polyols (ODP tonnes)*											5.71

\*See Appendix 8-A

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

1. Funding for the future tranches will be considered for approval at 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, with data provided by calendar year, regarding the progress since the year prior to the previous report, reflecting the situation of the Country in regard to phase out of the Substances, how the different activities contribute to it, and how they relate to each other. The report should include 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) of the Agreement and can in addition also include information on 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 and including the year of the planned submission of the next tranche request, highlighting the interdependence of the activities, and taking into account experiences made and progress achieved in the implementation of earlier tranches; the data in the plan will be provided by calendar year. The description should also include a reference to the overall plan and progress achieved, as well as any possible changes to the overall plan that are foreseen. The description should cover the years specified in sub-paragraph 5(d) of the Agreement. The description should also specify and explain in detail such changes to the overall plan. This description of future activities can be submitted as a part of the same document as the narrative report under sub-paragraph (b) above;
- (d) A set of 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(a) above) and the plan (see sub-paragraph 1(c) above), the annual implementation plan and any changes to the overall plan, and will cover the same time periods and activities; and
- (e) An Executive Summary of about five paragraphs, summarizing the information of the above sub-paragraphs 1(a) to 1(d).

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

1. The National Ozone Unit (NOU), within the Ministry of Industries and Productivity, will co-ordinate the implementation of the project and will be responsible for the national co-ordination of the whole HPMP programme with the assistance of the implementing agencies.
2. The NOU will be responsible for the monitoring of the HPMP, making the follow-up of the promulgation, and the enforcement of the policies and legislation.
3. The NOU will support the Lead IA and the Cooperating IA in the preparation of the annual implementation plans and progress reports for the Executive Committee.
4. The implementation of the HPMP will need to be aligned and closely co-ordinated with the different general instructions, regulatory, fiscal, capacity creation and awareness activities that the Government of Ecuador executes, to ensure the consistency of the governmental priorities.
5. The HPMP will be managed by a team dedicated to this job that consists of a co-ordinator that will be designated by the NOU and have the support of the representatives and experts of the implementation agencies and the necessary support infrastructure. In addition, the local distribution of service equipment that will be purchased through the Lead IA acquisition procedure will also be implemented by the co-ordinator.

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

1. The Lead IA will be responsible for a range of activities, including 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 independent 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 II 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 entity to carry out the verification of the HPMP results and the consumption of the Substances mentioned in Appendix 1-A, as per sub-paragraph 5(b) of the Agreement and sub-paragraph 1(b) of Appendix 4-A.

#### **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, including at least the following:

- (a) Providing assistance for policy development 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.

#### **APPENDIX 8-A: SECTOR SPECIFIC ARRANGEMENTS**

1. In accordance with decisions 61/47 and 63/15, a project to phase out the use of the remaining 5.71 ODP tonnes of HCFC-141b contained in imported pre-blended polyols will be submitted during stage I of the HPMP, when proven cost-effective and commercially available low global warming potential technology will make it possible to replace the HCFC-141b used by small enterprises.

## Annex XVI

### **UPDATED AGREEMENT BETWEEN THE GOVERNMENT OF LEBANON 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 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 60.64 ODP tonnes prior to 1 January 2017 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 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.

16. This updated Agreement supersedes the Agreement reached between the Government of Lebanon and the Executive Committee at the 64<sup>th</sup> meeting of the Executive Committee.

## APPENDICES

### APPENDIX 1-A: SUBSTANCES

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)
HCFC-22	C	I	35.95
HCFC-123	C	I	0.05
HCFC-141b	C	I	37.53
Total*			73.5

\*Total shown identical to baseline established by the Ozone Secretariat; differences due to rounding

### 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	73.50	73.50	66.15	66.15	66.15	n/a
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	n/a	n/a	73.50	73.50	66.15	66.15	60.64	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)								31.05
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)								0.05
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)								22.43

### 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 XVII

### **UPDATED AGREEMENT BETWEEN THE GOVERNMENT OF MALAWI 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 Malawi (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 7.02 ODP tonnes prior to 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 row 4.1.3.
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 meet the consumption limits for each of the Substances as indicated in Appendix 2-A. It will also accept independent verification, to be commissioned by the relevant bilateral or implementing agency, of achievement of these consumption limits 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; and
  - (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.

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 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 phase-down and phase-out of the Substances specified in Appendix 1-A. Reallocations categorized as major changes must be documented in advance in a Tranche Implementation Plan and approved by the Executive Committee as described in sub-paragraph 5(d). Major changes would relate to reallocations affecting in total 30 per cent or more of the funding of the last approved tranche, issues potentially concerning the rules and policies of the Multilateral Fund, or changes which would modify any clause of this Agreement. Reallocations not categorized as major changes may be incorporated in the approved Tranche Implementation Plan, under implementation at the time, and reported to the Executive Committee in the Tranche Implementation Report. 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 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 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 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 entered into a formal agreement regarding 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 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.

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 Appendix 4-A (a), (b), (d) and (e) continue until the time of the completion if not specified by the Executive Committee otherwise.

15. 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.

16. This updated Agreement supersedes the Agreement reached between the Government of Malawi and the Executive Committee at the 62<sup>nd</sup> meeting of the Executive Committee.

## APPENDICES

### APPENDIX 1-A: THE SUBSTANCES

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)
HCFC-22	C	I	10.80

## 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	10.80	10.80	9.72	9.72	9.72	9.72	9.72	7.02	n/a
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	n/a	n/a	n/a	10.80	10.80	9.72	9.72	9.72	9.72	9.72	7.02	n/a
2.1	Lead IA (UNEP) agreed funding (US \$)	60,000	0	0	55,000	0	0	40,000	0	40000	0	35000	230,000
2.2	Support costs for Lead IA (US \$)	7,800	0	0	7,150	0	0	5,200	0	5200	0	4550	29,900
2.3	Cooperating IA (UNIDO) agreed funding (US \$)	60,000	0	0	0	0	0	60000	0	0	0	0	120,000
2.4	Support costs for Cooperating IA (US \$)	5,400	0	0	0	0	0	5400	0	0	0	0	10,800
3.1	Total agreed funding (US \$)	120,000	0	0	55,000	0	0	100,000	0	40000	0	35000	350,000
3.2	Total support costs (US \$)	13,200	0	0	7,150	0	0	10,600	0	5200	0	4550	40,700
3.3	Total agreed costs (US \$)	133,200	0	0	62,150	0	0	110,600	0	45200	0	39550	390,700
4.1.1	Total phase-out of HCFC-22 under this agreement (ODP tonnes)												3.78
4.1.2	Phase-out of HCFC-22 in previously approved projects (ODP tonnes)												0.0
4.1.3	Remaining eligible consumption for HCFCs												7.02

## 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 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 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 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 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 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 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 Tranche 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 co-ordinating implementing agencies, 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 COOPERATING IMPLEMENTING AGENCY**

1. The Cooperating IA will be responsible for a range of activities. These activities can be specified in the respective project document 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 \$2,500 per metric 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 XVIII

#### **UPDATED AGREEMENT BETWEEN THE GOVERNMENT OF PAKISTAN 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 Pakistan (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”) prior to 1 January 2015 in compliance with Montreal Protocol schedules to a sustained level of 222.66 ODP tonnes representing the maximum consumption allowed for 2015 under the Montreal Protocol reduction schedule.
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 (the “Funding Approval Schedule”).
4. The Country will meet the consumption limits for each of the Substances as indicated in Appendix 2-A. It will also accept independent verification, to be commissioned by the relevant bilateral or implementing agency, of achievement of these consumption limits 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; and

- (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.

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 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 phase-down and phase-out of the Substances specified in Appendix 1-A. Reallocations categorized as major changes must be documented in advance in a Tranche Implementation Plan and approved by the Executive Committee as described in sub-paragraph 5(d). Major changes would relate to reallocations affecting in total 30 per cent or more of the funding of the last approved tranche, issues potentially concerning the rules and policies of the Multilateral Fund, or changes which would modify any clause of this Agreement. Reallocations not categorized as major changes may be incorporated in the approved Tranche Implementation Plan, under implementation at the time, and reported to the Executive Committee in the Tranche Implementation Report. 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 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 IA taking part in this Agreement.

10. 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 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 entered into a formal agreement regarding 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 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.

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 Appendix 4-A (a), (b), (d) and (e) continue until the time of the completion if not specified by the Executive Committee otherwise.

15. 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.

16. This updated Agreement supersedes the Agreement reached between the Government of Pakistan and the Executive Committee at the 62<sup>nd</sup> meeting of the Executive Committee.

## APPENDICES

### APPENDIX 1-A: THE SUBSTANCES

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)
HCFC-22	C	I	108.90
HCFC-141b	C	I	138.50
Total			247.40

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

		2010	2011	2012	2013	2014	2015	Total
1.1	Montreal Protocol reduction schedule of Annex C, Group I substances (ODP tonnes)	n/a	n/a	n/a	247.40	247.40	222.66	n/a
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	n/a	n/a	n/a	247.40	247.40	222.66	n/a
2.1	Lead IA (UNIDO) agreed funding (US \$)	4,908,849*	0	0	80,000	20,000	0	5,008,849
2.2	Support costs for Lead IA (US \$)	368,164*	0	0	6,000	1,500	0	375,664
2.3	Cooperating IA (UNEP) agreed funding (US \$)	200,000	0	0	200,000	40,000	0	440,000
2.4	Support costs for Cooperating IA (US \$)	26,000	0	0	26,000	5,200	0	57,200
3.1	Total agreed funding (US \$)	5,108,849	0	0	280,000	60,000	0	5,448,849
3.2	Total support cost	394,164	0	0	32,000	6,700	0	432,864
3.3	Total agreed costs (US \$)	5,503,013	0	0	312,000	66,700	0	5,881,713
4.1.1	Total phase-out of HCFC-22 agreed to be achieved under this agreement (ODP tonnes)							7.4
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)							101.5
4.2.1	Total phase-out of HCFC-141b agreed to be achieved under this agreement (ODP tonnes)							0
4.2.2	Phase-out of HCFC-141b to be achieved in previously approved projects (ODP tonnes)							71.7
4.2.3	Remaining eligible consumption for HCFC-141b (ODP tonnes)							66.8

\* US \$4,840,849 and agency support costs of US \$363,064 approved at the 60<sup>th</sup> Meeting.

## 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 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 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 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 National Ozone Cell of the Ministry of Environment is responsible for the overall project controlling, coordination, and assessment and monitoring.
2. The Project Management Officer of the Project Management Unit (PMU) will coordinate the daily work of the project implementation and also assist the enterprises, government and non-government offices and organizations to streamline their activities for smooth implementation of the HPMP. The PMU will also help the Government of Pakistan in monitoring the progress on implementation and report to the Executive Committee.
3. An independent and certified auditor will audit and verify the consumption of ODS reported by the Government through Article 7 data and Country Programme progress 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 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 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 Tranche 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 co-ordinating implementing agencies, 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 COOPERATING IMPLEMENTING AGENCY**

1. The Cooperating IA will be responsible for a range of activities. These activities can be specified in the respective project document 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 \$2,500 per metric 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.

**APPENDIX 8-A: SECTOR SPECIFIC ARRANGEMENTS**

1. None.

**Annex XIX**

**UPDATED 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 2.67 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, 4.2.3, 4.3.3 and 4.4.3 (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.

16. This updated Agreement supersedes the Agreement reached between the Government of Rwanda and the Executive Committee at the 64<sup>th</sup> meeting of the Executive Committee.

## APPENDICES

### APPENDIX 1-A: THE SUBSTANCES

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)
HCFC-22	C	I	3.75
HCFC-123	C	I	0.06
HCFC-141b	C	I	0.16
HCFC-142b	C	I	0.13
Total	C	I	4.10

### 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	4.10	4.10	3.69	3.69	3.69	3.69	3.69	2.67	n/a
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	n/a	n/a	4.10	4.10	3.69	3.69	3.69	3.69	3.69	2.67	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)											1.09
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)											2.66
4.2.1	Total phase-out of HCFC-123 under this agreement (ODP tonnes)											0.06
4.2.2	Phase-out of HCFC-123 in previously approved projects (ODP tonnes)											0.00
4.2.3	Remaining eligible consumption for HCFC-123 (ODP tonnes)											0.00
4.3.1	Total phase-out of HCFC-141b under this agreement (ODP tonnes)											0.16
4.3.2	Phase-out of HCFC-141b in previously approved projects (ODP tonnes)											0.00
4.3.3	Remaining eligible consumption for HCFC-141b (ODP tonnes)											0.00
4.4.1	Total phase-out of HCFC-142b under this agreement (ODP tonnes)											0.13
4.4.2	Phase-out of HCFC-142b in previously approved projects (ODP tonnes)											0.00
4.4.3	Remaining eligible consumption for HCFC-142b (ODP tonnes)											0.00

### 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 XX**

**UPDATED AGREEMENT BETWEEN THE GOVERNMENT OF SRI LANKA 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 Sri Lanka (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 9.14 ODP tonnes prior to 1 January 2020 in compliance with the 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.
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 meet the consumption limits for each of the Substances as indicated in Appendix 2-A. It will also accept independent verification, to be commissioned by the relevant bilateral or implementing agency, of achievement of these consumption limits 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; and

- (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.

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 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 phase-down and phase-out of the Substances specified in Appendix 1-A. Reallocations categorized as major changes must be documented in advance in a Tranche Implementation Plan and approved by the Executive Committee as described in sub-paragraph 5(d). Major changes would relate to reallocations affecting in total 30 per cent or more of the funding of the last approved tranche, issues potentially concerning the rules and policies of the Multilateral Fund, or changes which would modify any clause of this Agreement. Reallocations not categorized as major changes may be incorporated in the approved Tranche Implementation Plan, under implementation at the time, and reported to the Executive Committee in the Tranche Implementation Report. 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 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 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 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 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 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 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.

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 Appendix 4-A (a), (b), (d) and (e) continue until the time of the completion if not specified by the Executive Committee otherwise.

15. 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.

16. This updated Agreement supersedes the Agreement reached between the Government of Sri Lanka and the Executive Committee at the 62<sup>nd</sup> meeting of the Executive Committee.

## APPENDICES

### APPENDIX 1-A: THE SUBSTANCES

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)
HCFC-22	C	I	12
HCFC-141b	C	I	1.9
Total			13.90

## 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	13.90	13.90	12.51	12.51	12.51	12.51	12.51	9.14	n/a
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	n/a	n/a	n/a	13.90	13.90	12.51	12.51	12.51	12.51	12.51	9.14	n/a
2.1	Lead IA (UNDP) agreed funding (US \$)	180,000	0	0	60,000	0	0	127,766	0	0	0	31,100	398,866
2.2	Support costs for Lead IA (US \$)	13,500	0	0	4,500	0	0	9,582	0	0	0	2,333	29,915
2.3	Cooperating IA (UNEP) agreed funding (US \$)	125,000	0	0	24,000	0	0	75,100	0	0	0	24,900	249,000
2.4	Support costs for Cooperating IA (US \$)	16,250	0	0	3,120	0	0	9,763	0	0	0	3,237	32,370
3.1	Total agreed funding (US \$)	305,000	0	0	84,000	0	0	202,866	0	0	0	56,000	647,866
3.2	Total support costs (US \$)	29,750	0	0	7,620	0	0	19,345	0	0	0	5,570	62,285
3.3	Total agreed costs (US \$)	334,750		0	91,620	0	0	222,211	0	0	0	61,570	710,151
4.1.1	Total phase-out of HCFC-22 agreed to be achieved under this agreement (ODP tonnes)												2.86
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)												9.14
4.2.1	Total phase-out of HCFC-141b agreed to be achieved under this agreement (ODP tonnes)												1.9
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)												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 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 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 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 overall monitoring will be the responsibility of the National Ozone Unit (NOU).
2. The consumption will be monitored based on cross-checking the data collected from relevant government departments with data collected from the relevant importers, distributors and consumers.
3. The NOU will also be responsible for reporting and shall submit the following reports in a timely manner:
  - (a) Annual reports on consumption of substances to be submitted to the Ozone Secretariat;
  - (b) Annual reports on progress of implementation of this Agreement to be submitted to the Executive Committee of the Multilateral Fund; and
  - (c) Project-related reports to 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 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 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 Tranche 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 co-ordinating implementing agencies, 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 COOPERATING IMPLEMENTING AGENCY**

1. The Cooperating IA will be responsible for a range of activities. These activities can be specified in the respective project document 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 \$2,500 per metric 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 XXI

### **UPDATED AGREEMENT BETWEEN THE GOVERNMENT OF SWAZILAND 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 Swaziland (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 1.11 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”; the Target) 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 (“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 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 (“Format of Tranche Implementation Reports and Plans”) covering each previous calendar year, that it had achieved a significant level of implementation of activities initiated with previously approved tranches, and that the rate of disbursement of funding available from the previously approved tranche was more than 20 per cent;
- (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 (“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 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 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 phase-down and phase-out of the Substances specified in Appendix 1-A. Reallocations categorized as major changes must be documented in advance in a Tranche Implementation Plan and approved by the Executive Committee as described in sub-paragraph 5(d). Major changes would relate to reallocations affecting in total 30 per cent or more of the funding of the last approved tranche, issues potentially concerning the rules and policies of the Multilateral Fund, or changes which would modify any clause of this Agreement. Reallocations not categorized as major changes may be incorporated in the approved Tranche Implementation Plan, under implementation at the time, and reported to the Executive Committee in the Tranche Implementation Report. 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 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 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 entered into a formal agreement regarding 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 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.

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 Appendix 4-A (a), (b), (d) and (e) continue until the time of the completion if not specified by the Executive Committee otherwise.

15. 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.

16. This updated Agreement supersedes the Agreement reached between the Government of Swaziland and the Executive Committee at the 63<sup>rd</sup> meeting of the Executive Committee.

## APPENDICES

### APPENDIX 1-A: THE SUBSTANCES

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)
HCFC-22	C	I	1.7
HCFC-141b	C	I	5.6
Total			7.3

### 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	n/a	7.30	7.30	6.57	6.57	6.57	6.57	6.57	4.75	n/a
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	n/a	n/a	7.30	7.30	1.53	1.53	1.53	1.53	1.53	1.11	n/a
2.1	Lead IA (UNEP) agreed funding (US \$)	75,000	0	55,000	0	0	50,000	0	0	30,000	0	210,000
2.2	Support costs for Lead IA (US \$)	9,750	0	7,150	0	0	6,500	0	0	3,900	0	27,300
2.3	Cooperating IA(UNDP) agreed funding (US \$)	667,948	0	0	0	0	0	0	0	0	0	667,948
2.4	Support costs for Cooperating IA (US \$)	50,096	0	0	0	0	0	0	0	0	0	50,096
3.1	Total agreed funding (US \$)	742,948	0	55,000	0	0	50,000	0	0	30,000	0	877,948
3.2	Total support costs (US \$)	59,846	0	7,150	0	0	6,500	0	0	3,900	0	77,396
3.3	Total agreed costs (US \$)	802,794	0	62,150	0	0	56,500	0	0	33,900	0	955,344
4.1.1	Total phase-out of HCFC-22 and under this agreement (ODP tonnes)											0.59
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											1.11
4.2.1	Total phase-out of HCFC-141b under this agreement (ODP tonnes)											5.60
4.2.2	Phase-out of HCFC-141b in previously approved projects (ODP tonnes)											0.00
4.2.3	Remaining eligible consumption for HCFC-141b											0.00

### 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 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 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 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 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 advisements made to the appropriate national agencies through the National Ozone Office.

#### **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

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 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 Tranche 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 IAs, 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 COOPERATING IMPLEMENTING AGENCY**

1. The Cooperating IA will be responsible for a range of activities. These activities can be specified in the respective project document 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**

### **VIEWS EXPRESSED BY THE EXECUTIVE COMMITTEE ON RENEWAL OF INSTITUTIONAL STRENGTHENING PROJECTS SUBMITTED TO THE 70<sup>th</sup> MEETING**

#### **Afghanistan**

1. The Executive Committee reviewed the report of the institutional strengthening project renewal request for Afghanistan and noted with appreciation that Afghanistan has reported Article 7 data to the Ozone Secretariat indicating that Afghanistan is in compliance with the Montreal Protocol targets. The Executive Committee is therefore hopeful that, in the next two years, Afghanistan will implement its HCFC phase-out management plan with outstanding success in order to achieve the HCFC consumption freeze in 2013 and 10 per cent reduction in 2015.

#### **Cambodia**

2. The Executive Committee reviewed the report submitted with the institutional strengthening project renewal request for Cambodia and noted with appreciation that the country reported 2011 Article 7 data to the Ozone Secretariat and 2012 country programme implementation data to the Multilateral Fund Secretariat. The Executive Committee acknowledges with appreciation that Cambodia has very well structured licensing and quota systems and notes that the HCFC phase-out management plan is being implemented in an efficient and timely manner. The Executive Committee is therefore confident that the Government of Cambodia will continue its activities, both at the project and policy levels, to enable the country to achieve the HCFC consumption freeze in 2013 and 10 per cent reduction in 2015.

#### **Colombia**

3. The Executive Committee reviewed the report presented with the institutional strengthening project renewal request for Colombia and noted with appreciation that the country is taking the necessary steps to sustain the CFC phase-out and to meet the targets of the Montreal Protocol related to HCFCs. The Executive Committee commends the Government of Colombia for strengthening its legal framework to control ODS import/export; implementing quota systems for HCFCs and banning some of their uses which will ensure their phase-out. The Executive Committee highlights the work made by the Government of Colombia in the promotion of low-global warming potential alternatives to HCFCs within the national industry as well as the close coordination between the Government and private entities to assist the country in complying with its commitments with the Montreal Protocol. The Executive Committee is also pleased by the level of public awareness in Colombia related to HCFC phase-out challenges and is hopeful that Colombia will continue the implementation of its planned activities with outstanding success in order to achieve the HCFC consumption freeze in 2013 and 10 per cent reduction in 2015.

#### **Comoros (the)**

4. The Executive Committee reviewed the report presented with the institutional strengthening project renewal request for the Comoros and noted with appreciation that the Comoros has reported 2011 Article 7 data to the Ozone Secretariat indicating that the country has met the need to totally phase out CFC and halon consumption by 2010 in compliance with the phase-out schedule. The Executive Committee is therefore hopeful that, in the next two years, the Comoros will continue with the implementation of its country programme.

### **Djibouti**

5. The Executive Committee reviewed the report presented with the institutional strengthening project renewal request for Djibouti and noted with appreciation that the country has reported 2010 Article 7 data to the Ozone Secretariat indicating that the country has achieved total phase out of CFCs and halon before the 2010 phase-out schedule. The Executive Committee is therefore hopeful that, in the next two years, Djibouti will continue with the implementation of HCFC phase-out activities with outstanding success.

### **Guinea**

6. The Executive Committee reviewed the report presented with the institutional strengthening project renewal request for Guinea and noted that the country has reported 2011 Article 7 data to the Ozone Secretariat and is in compliance with the Montreal Protocol phase-out targets. The Executive Committee is therefore hopeful that Guinea will continue implementing activities to control HCFCs and HCFC-based equipment in order to achieve the HCFC consumption freeze in 2013 and 10 per cent reduction in 2015.

### **Kiribati**

7. The Executive Committee reviewed the report of the institutional strengthening project renewal request for Kiribati and noted with appreciation that the country has reported 2011 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 continue to implement its HCFC phase-out management plan with outstanding success.

### **Malaysia**

8. The Executive Committee reviewed the report presented with the institutional strengthening project renewal request for Malaysia and noted with appreciation the continued success in implementing its ODS phase-out activities and sustaining the ODS phase-out process. The Executive Committee also noted that the Government of Malaysia has demonstrated successful coordination with other national agencies and stakeholders in managing and monitoring implementation of ODS phase-out programmes which will assist the country in complying with HCFC phase-out targets. The Executive Committee greatly supports the efforts of the Government of Malaysia to reduce ODS consumption and is hopeful that the country will continue to build upon the progress achieved and the experience of implementing ODS phase-out activities, particularly to achieve compliance with the 2013 and 2015 HCFC control targets.

### **Mali**

9. The Executive Committee reviewed the report presented with the institutional strengthening project renewal request for Mali and noted with appreciation that the country has reported 2011 Article 7 data to the Ozone Secretariat indicating that the country has achieved total phase-out of CFCs and halon as per the Montreal Protocol phase-out targets. The Executive Committee is therefore hopeful that, in the next two years, Mali will continue with the implementation of ODS phase-out activities with outstanding success in order to achieve the HCFC consumption freeze in 2013 and 10 per cent reduction in 2015.

### **Marshall Islands (the)**

10. The Executive Committee reviewed the report of the institutional strengthening project renewal request for the Marshall Islands and noted with appreciation that the country has reported 2011 Article 7

data to the Ozone Secretariat indicating that it is in compliance with the Montreal Protocol phase-out targets. The country has also established ODS licensing and quota systems for HCFCs in accordance with the HPMP phase-out management plan (HPMP). The Executive Committee is therefore hopeful that, in the next two years, the Marshall Islands will implement its HPMP with outstanding success.

### **Mongolia**

11. The Executive Committee reviewed the report submitted with the institutional strengthening project renewal request for Mongolia and noted with appreciation that the country reported 2011 Article 7 data to the Ozone Secretariat and 2012 country programme implementation data to the Multilateral Fund Secretariat. The Executive Committee acknowledges with appreciation that Mongolia has very well structured licensing and quota systems and noted that its HCFC phase-out management plan is being implemented in an efficient and timely manner. The Executive Committee is therefore confident that Mongolia will continue its activities, both at the project and policy levels, to enable the country to meet the Montreal Protocol phase-out targets.

### **Mozambique**

12. The Executive Committee reviewed the information presented with the institutional strengthening renewal request for Mozambique and noted with appreciation the fact that the country reported 2011 Article 7 data to the Ozone Secretariat and is in compliance with the phase-out targets. The Executive Committee greatly appreciates the efforts of Mozambique to reduce the consumption of ODS and expressed the expectation that, in the next two years, Mozambique will continue the implementation of the licensing and quota systems, phase-out of HCFCs, and sustain and build upon its current levels of reductions in ODS and subsequently achieve and sustain HCFC consumption targets in order to achieve the HCFC consumption freeze in 2013 and 10 per cent reduction in 2015.

### **Niue**

13. The Executive Committee reviewed the report of the institutional strengthening project renewal request for Niue and noted with appreciation that Niue has reported 2012 country programme implementation data to the Multilateral Fund Secretariat and 2011 Article 7 data to Ozone Secretariat and is in compliance with the Montreal Protocol phase-out targets. The Executive Committee appreciates that Niue is implementing its HCFC phase-out management plan through a national stakeholder approach engaging both the private and public sectors, and is confident that it will continue with the implementation of its ODS phase-out activities with outstanding success.

### **Palau**

14. The Executive Committee reviewed the report of the institutional strengthening project renewal request for Palau and noted with appreciation that the country has reported 2011 Article 7 data to the Ozone Secretariat indicating that it is in compliance with the Montreal Protocol phase-out targets. The Executive Committee is therefore hopeful that, in the next two years, Palau will continue to implement its HCFC phase-out management plan with outstanding success.

### **Philippines (the)**

15. The Executive Committee reviewed the report of the institutional strengthening project renewal request for the Philippines and noted with appreciation that the country has reported 2011 Article 7 data to the Ozone Secretariat indicating that it is in compliance with the Montreal Protocol phase-out targets. The Executive Committee is therefore hopeful that, in the next two years, the Philippines will implement

its HCFC phase-out management plan with outstanding success in order to achieve the HCFC consumption freeze in 2013 and 10 per cent reduction in 2015.

### **Rwanda**

16. The Executive Committee reviewed the report presented with the institutional strengthening project renewal request for Rwanda and noted with appreciation that the country has reported 2011 Article 7 data to the Ozone Secretariat indicating that the country is in compliance with Montreal Protocol phase-out requirements. The Executive Committee greatly appreciates the efforts of Rwanda to reduce the consumption of ODS and expressed the expectation that, in the next two years, Rwanda will continue with the implementation of the licensing and quota system, phase-out of HCFCs, and sustain and build upon its current levels of reductions in ODS in order to achieve the HCFC consumption freeze in 2013 and 10 per cent reduction in 2015.

### **Seychelles**

17. The Executive Committee reviewed the report presented with the institutional strengthening project renewal request for Seychelles and noted with appreciation that the country has reported 2011 Article 7 data to the Ozone Secretariat indicating that it is in compliance with the Montreal Protocol phase-out targets. The Executive Committee is therefore hopeful that, in the next two years, Seychelles will continue with success the implementation of its country programme in order to achieve the HCFC consumption freeze in 2013 and 10 per cent reduction in 2015.

### **Samoa**

18. The Executive Committee reviewed the report of the institutional strengthening project renewal request for Samoa and noted with appreciation that the country has reported 2011 Article 7 data to the Ozone Secretariat indicating that it is in compliance with the Montreal Protocol phase-out targets. The Executive Committee is therefore hopeful that, in the next two years, Samoa will implement its HCFC phase-out management plan with outstanding success in order to achieve the HCFC consumption freeze in 2013 and 10 per cent reduction in 2015.

### **Solomon Islands**

19. The Executive Committee reviewed the report of the institutional strengthening project renewal request for Solomon Islands and noted with appreciation that the country has reported 2012 country programme implementation data to the Multilateral Fund Secretariat. The Executive Committee also noted that Solomon Islands has maintained sustained country driven approach for the implementation on the Montreal Protocol and has established functioning ODS licensing and quota systems. The Executive Committee is therefore hopeful that, in the next two years, Solomon Islands will implement its HCFC phase-out management plan with outstanding success in order to achieve the HCFC consumption freeze in 2013 and 10 per cent reduction in 2015.

### **Tonga**

20. The Executive Committee reviewed the report of the institutional strengthening project renewal request for Tonga and noted with appreciation that the country has reported 2011 Article 7 data to the Ozone Secretariat indicating that Tonga is in compliance with the Montreal Protocol phase-out targets. The Executive Committee is therefore hopeful that, in the next two years, Tonga will implement its HCFC phase-out management plan with outstanding success in order to achieve the HCFC consumption freeze in 2013 and 10 per cent reduction in 2015.

## **Turkey**

21. The Executive Committee reviewed the report presented with the institutional strengthening project renewal request for Turkey and noted with appreciation that the country has achieved in the period 2011-2013 a remarkable progress in strengthening the capacity of the National Ozone Unit, monitoring the HCFC consumption and initiating activities with a view to phase out HCFCs. The Executive Committee expressed the expectation that, in the next two years, Turkey will sustain the phase-out of CFCs and continue the successful implementation of its HCFC phase-out management plan in order to comply with the freeze on HCFC consumption in 2013 and the 10 per cent reduction in 2015.

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**Annex XXIII**

**UPDATED AGREEMENT BETWEEN THE GOVERNMENT OF SEYCHELLES AND THE  
EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR  
THE PHASE-OUT OF HYDROCHLOROFLUOROCARBONS**

1. This Agreement represents the understanding of the Government of Seychelles (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 zero ODP tonnes prior to 1 January 2025 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”; the Target) 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 (“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 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 (“Format of Tranche Implementation Reports and Plans”) covering each previous calendar year, that it had achieved a significant level of implementation of activities initiated with previously approved tranches, and that the rate of disbursement of funding available from the previously approved tranche was more than 20 per cent;
- (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 (“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 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 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 phase-down and phase-out of the Substances specified in Appendix 1-A. Reallocations categorized as major changes must be documented in advance in a Tranche Implementation Plan and approved by the Executive Committee as described in sub-paragraph 5(d). Major changes would relate to reallocations affecting in total 30 per cent or more of the funding of the last approved tranche, issues potentially concerning the rules and policies of the Multilateral Fund, or changes which would modify any clause of this Agreement. Reallocations not categorized as major changes may be incorporated in the approved Tranche Implementation Plan, under implementation at the time, and reported to the Executive Committee in the Tranche Implementation Report. 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 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). 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 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.

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 Appendix 4-A (a), (b), (d) and (e) continue until the time of the completion if not specified by the Executive Committee otherwise.

15. 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.

16. This updated Agreement supersedes the Agreement reached between the Government of Seychelles and the Executive Committee at the 63<sup>rd</sup> meeting of the Executive Committee.

## APPENDICES

### APPENDIX 1-A: THE SUBSTANCES

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)
HCFC-22	C	I	1.38
HCFC-141b	C	I	0.02
Total	C	I	1.40

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

Row	Particulars	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)			1.4	1.4	1.26	1.26	1.26	1.26	1.26	0.91	0.46	n/a
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	1.25	1.25	0.94	0.70	0.53	0.40	0.30	0.30	0.30	0.30	0.00	n/a
2.1	Lead IA (Germany) agreed funding (US \$)	200,000	0	160,000	0	180,000	0	0	0	0	0	60,000	600,000
2.2	Support costs for Lead IA (US \$)	25,333	0	20,267	0	22,800	0	0	0	0	0	7,600	76,000
3.1	Total agreed funding (US \$)	200,000	0	160,000	0	180,000	0	0	0	0	0	60,000	600,000
3.2	Total support cost (US \$)	25,333	0	20,267	0	22,800	0	0	0	0	0	7,600	76,000
3.3	Total agreed costs (US \$)	225,333	0	180,267	0	202,800	0	0	0	0	0	67,600	676,000
4.1.1	Total phase-out of HCFC-22 agreed to be achieved under this Agreement (ODP tonnes)												1.38
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)												0
4.2.1	Total phase-out of HCFC-141b agreed to be achieved under this Agreement (ODP tonnes)												0.02
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 first meeting of the year specified in Appendix 2-A.

### APPENDIX 4-A: FORMAT OF 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 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 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 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. Under the terminal phase-out management plan, Seychelles monitored the activities through the National Ozone Unit (NOU) and was supported by the Government of Germany. Under the HPMP, the NOU will remain the focal point for monitoring the activities to be conducted in the country and will be supported by the Government of Germany. If during the course of implementation services of additional staff are required, the NOU will incorporate that into the project.

#### **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 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.
- (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 \$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 XXIV**

**Revised schedule for submission of tranches of approved HPMPs**

<b>No.</b>	<b>First meeting</b>	<b>Last meeting</b>
1	Afghanistan	Angola
2	Albania	Argentina
3	Algeria	Armenia
4	Antigua and Barbuda	Bahamas
5	Barbados	Bahrain
6	Belize	Bangladesh
7	Benin	Brazil
8	Bhutan	Burundi
9	Bolivia	Cameroon
10	Bosnia and Herzegovina	Cape Verde
11	Brunei Darussalam	China
12	Burkina Faso	Ecuador
13	Cambodia	Egypt
14	Central African Republic	El Salvador
15	Chad	Equatorial Guinea
16	Chile	Fiji
17	Colombia	Gambia
18	Comoros	Guatemala
19	Congo	India
20	Congo (Democratic Republic of)	Indonesia
21	Costa Rica	Iraq
22	Cote D'Ivoire	Jordan
23	Croatia	Macedonia (Former Yugoslav Republic of)
24	Cuba	Malaysia
25	Djibouti	Mauritius
26	Dominica	Mexico
27	Dominican Republic	Mongolia
28	Eritrea	Morocco
29	Ethiopia	Nepal
30	Gabon	Nicaragua
31	Georgia	Nigeria
32	Ghana	Pakistan
33	Grenada	Papua New Guinea
34	Guinea	Peru
35	Guinea-Bissau	Philippines
36	Guyana	Qatar
37	Haiti	Saudi Arabia
38	Honduras	Senegal
39	Islamic Republic of Iran	Serbia
40	Jamaica	South Africa
41	Kenya	Sudan
42	Kuwait	Suriname
43	Kyrgyzstan	Thailand
44	Lao Democratic People's Republic	Trinidad and Tobago
45	Lebanon	Uruguay
46	Lesotho	Yemen
47	Liberia	Zimbabwe
48	Madagascar	

<b>No.</b>	<b>First meeting</b>	<b>Last meeting</b>
49	Malawi	
50	Maldives	
51	Mali	
52	Moldova	
53	Montenegro	
54	Mozambique	
55	Myanmar	
56	Namibia	
57	Niger	
58	Oman	
59	Panama	
60	Paraguay	
61	Rwanda	
62	Saint Kitts and Nevis	
63	Saint Lucia	
64	Saint Vincent and the Grenadines	
65	Sao Tome and Principe	
66	Seychelles	
67	Sierra Leone	
68	Somalia	
69	Sri Lanka	
70	Swaziland	
71	Tanzania	
72	Timor-Leste	
73	Togo	
74	Turkey	
75	Turkmenistan	
76	Uganda	
77	Venezuela (Bolivarian Republic of)	
78	Viet Nam	
79	Zambia	
80	Pacific Island Countries (12)	

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