Multilateral Fund for the Implementation of the Montreal Protocol

KIGALI HFC IMPLEMENTATION PLANS

(As at January 2026)

The Multilateral Fund Secretariat

Note: Some of Article 5 countries have changed their name after the Executive Committee decisions were made and agreements concluded. This document lists countries by their name as at January 2026, without changing the name in the original text of decisions and agreements.

KIP for Albania (Stage I)

At its **93rd meeting**, the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Albania for the period 2023–2030 to reduce, by 2029, HFC consumption by 10 per cent of the country's baseline, in the amount of US $406,800, consisting of US $260,000, plus agency support costs of US $33,800, for UNIDO, and US $100,000, plus agency support costs of US $13,000, for UNEP, as reflected in the schedule contained in annex XXXVIII to the present report;

(b) To note that, upon completion of the end-user technology demonstration project included in stage I of the KIP, UNIDO would submit a final report on the implementation of the project, including the HFC phase-out and energy-efficiency gains achieved, in line with subparagraph (g) of decision 92/36;

(c) To approve the first tranche of stage I of the KIP for Albania, and the corresponding tranche implementation plan, in the amount of US $202,711, consisting of US $129,390, plus agency support costs of US $16,821, for UNIDO and US $50,000, plus agency support costs of US $6,500, for UNEP; and

(d) To request the Government of Albania, UNIDO, UNEP and the Secretariat to finalize the draft Agreement between the Government of Albania and the Executive Committee for the reduction in consumption of HFCs, including the information contained in the annex referred to in subparagraph (a) above, and to submit it to a future meeting once the KIP Agreement template had been approved by the Executive Committee.

UNEP/OzL.Pro/ExCom/93/105: Decision 93/54 and Annex XXXVIII

At its **97th meeting**, the Executive Committee decided to approve the Agreement between the Government of Albania and the Executive Committee for the reduction in consumption of HFCs in accordance with stage I of the Kigali HFC implementation plan (KIP), contained in annex IX to the present report.

UNEP/OzL.Pro/ExCom/97/91: Decision 97/17(a) and Annex IX

Annex IX

AGREEMENT BETWEEN THE GOVERNMENT OF ALBANIA AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROFLUOROCARBONS IN ACCORDANCE WITH STAGE I OF THE KIGALI HFC IMPLEMENTATION PLAN

(Period: 2023-2030)

Purpose

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 Annex F substances set out in Appendix 1-A ("The Substances") to a sustained level of 795,464 CO_2-equivalent (CO_2-eq) tonnes by 1 January 2029 in compliance with the Montreal Protocol schedule and the terms of this Agreement.

2. The Country agrees to meet the annual consumption limits of Annex F 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 Annex F 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 Annex F substances that exceeds the level defined in row 1.2 of Appendix 2-A as the final reduction step under this Agreement for Annex F substances specified in Appendix 1-A.

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 stage I of the Kigali HFC implementation plan ("the Plan") as approved. In accordance with subparagraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of Annex F substances 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.

Conditions for funding release

5. The Executive Committee will only provide the Funding, in accordance with the Funding Approval Schedule, when the Country satisfies the following conditions at least 10 weeks in advance of the applicable Executive Committee meeting set out in the Funding Approval Schedule:

(a) That the Country has met the Targets set out in row 1.2 of Appendix 2-A for all relevant years. Relevant years are all years since the year in which this Agreement was approved. Years for which there are no due country programme implementation reports at the date of the Executive Committee meeting at which the funding request is being presented are exempted;

(b) That the meeting of these Targets has been independently verified for all relevant years, unless the Executive Committee decided that such verification would not be required;

(c) That the Country had submitted a Tranche Implementation Report in accordance with Appendix 4-A ("Format of Tranche Implementation Reports and Plans") covering each previous calendar year; that it had achieved a significant level of implementation of

activities initiated with previously approved tranches; and that the rate of disbursement of funding available from the previously approved tranche was more than 20 per cent; and

(d) That the Country has submitted a Tranche Implementation Plan in accordance with Appendix 4-A covering each calendar year until and including the year for which the Funding Approval Schedule foresees the submission of the next tranche or, in case of the final tranche, until completion of all activities foreseen.

Monitoring

6. The Country will ensure that it conducts accurate monitoring of its activities under this Agreement. The institutions set out in Appendix 5-A ("Monitoring Institutions and Roles") will monitor and report on implementation of the activities in the previous Tranche Implementation Plans in accordance with their roles and responsibilities set out in the same appendix.

Flexibility in the reallocation of funds

7. The Executive Committee agrees that the Country may have the flexibility to reallocate part or all approved funds, according to the evolving circumstances, to achieve the smoothest reduction of consumption and phase-down of Annex F substances specified in Appendix 1-A, in accordance with the following considerations:

(a) Reallocations categorized as major changes must be documented in advance, either in a Tranche Implementation Plan as foreseen in subparagraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted 10 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 that would modify any clause of this Agreement;

(iii) Changes in the annual levels of funding allocated to the individual bilateral or implementing agencies for the different tranches;

(iv) Provision of funding for activities not included in the current endorsed Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 30 per cent of the total cost of the last approved tranche;

(v) Changes in alternative technologies, on the understanding that any submission for such a request would identify the associated incremental costs, the potential impact on the climate, and any differences in CO_2-eq tonnes to be phased down if applicable, as well as confirm that the Country agrees that potential savings related to the change of technology would accordingly decrease the overall funding level under this Agreement;

(b) Reallocations not categorized as major changes may be incorporated into the approved Tranche Implementation Plan, under implementation at the time, and reported to the Executive Committee in the subsequent Tranche Implementation Report; and

(c) Any remaining funds held by the bilateral or implementing agencies or the Country under the Plan will be returned to the Multilateral Fund upon completion of the last tranche foreseen under this Agreement.

8. Specific attention will be paid to the execution of activities in the refrigeration servicing sector included in the Plan, in particular that the Country may use the flexibility available under this Agreement to address specific needs that might arise during project implementation.

Bilateral and implementing agencies

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 the Lead IA and/or the Cooperating IA taking part in this Agreement.

10. The Lead IA will be responsible for ensuring coordinated planning, implementation and reporting of all activities under this Agreement, including but not limited to the independent verification as per subparagraph 5(b). The Cooperating IA will support the Lead IA by implementing the Plan under the overall coordination of the Lead IA. The roles of the Lead IA and the Cooperating IA are contained in Appendix 6-A and Appendix 6-B, respectively. 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.

Non-compliance with the Targets in the Agreement

11. Should the Country, for any reason, not meet the Targets for the elimination of Annex F 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 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 CO_2-eq 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 decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding 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 decisions 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.

Date of completion

14. The completion of the Plan 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 at that time there still be activities that are outstanding, and which were foreseen in the last Tranche Implementation Plan and its subsequent revisions as per subparagraph 5(d) and paragraph 7, the completion of the Plan will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per subparagraphs 1(a), 1(b),

and 1(d) of Appendix 4-A will continue until the time of the completion of the Plan unless otherwise specified by the Executive Committee.

Validity

15. All 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 Agreement may be modified or terminated only by mutual written agreement of the Country and the Executive Committee of the Multilateral Fund.

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substances	Starting point for aggregate reductions in consumption (CO_2-eq tonnes)
HFCs	n/a

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars		2023	2024	2025	2026	2027	2028	2029	2030	Total
1.1	Montreal Protocol reduction schedule of Annex F substances	%	n/a	freeze	freeze	freeze	freeze	freeze	10	10	n/a
		CO_2-eq tonnes	n/a	883,849	883,849	883,849	883,849	883,849	795,464	795,464	n/a
1.2	Maximum allowable total consumption of Annex F substances	Reduction in %	n/a	0.0	0.0	0.0	0.0	0.0	10.0	10.0	n/a
		CO_2-eq tonnes	n/a	883,849	883,849	883,849	883,849	883,849	795,464	795,464	n/a
2.1	Lead IA (UNIDO) agreed funding (US $)		129,390	0	0	94,610	0	0	0	36,000	260,000
2.2	Support costs for Lead IA (US $)		16,821	0	0	12,299	0	0	0	4,680	33,800
2.3	Cooperating IA (UNEP) agreed funding (US $)		50,000	0	0	50,000	0	0	0	0	100,000
2.4	Support costs for Cooperating IA (US $)		6,500	0	0	6,500	0	0	0	0	13,000
3.1	Total agreed funding (US $)		179,390	0	0	144,610	0	0	0	36,000	360,000
3.2	Total support costs (US $)		23,321	0	0	18,799	0	0	0	4,680	46,800
3.3	Total agreed costs (US $)		202,711	0	0	163,409	0	0	0	40,680	406,800

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 THE TRANCHE IMPLEMENTATION REPORTS AND PLANS

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

(a) A narrative report, with data provided by tranche, describing the progress achieved since the previous report, reflecting the situation of the Country in regard to phase-down of Annex F substances, how the different activities contribute to it, and how they relate to each other, including, where applicable, activities related to energy efficiency approved in the context of HFC phase-down pursuant to decision 91/65. The report should include the amount of Annex F substances consumption reduced as a direct result of the implementation of activities, by substance, the alternative technology used and the related phase-in of alternatives, to allow the Secretariat to inform the Executive Committee on the resulting change in climate-relevant emissions. The report should also include quantitative information on the activities implemented and further highlight the successes, experiences, and challenges related to the different activities included in the Plan, reflecting any changes in the circumstances in the Country, and providing other relevant information. The report should also include information on and justification for any changes vis-à-vis the previously submitted Tranche Implementation Plan(s), such as delays, use of flexibility for the reallocation of funds during implementation of a tranche as provided for in paragraph 7 of this Agreement, or other changes;

(b) An independent verification report on the Plan's results and the consumption of Annex F substances, as per subparagraph 5(b) of the Agreement. If not decided otherwise by the Executive Committee, such a verification of consumption data must be provided with each tranche request, covering all relevant years for which a verification report has not yet been acknowledged by the Committee, as specified in subparagraph 5(a) of the Agreement;

(c) A written description of the activities to be undertaken during the period covered by the requested tranche including quantitative information, highlighting implementation milestones, the time of completion and the interdependence of the activities, and taking into account experiences made and progress achieved in the implementation of earlier tranches; the data in the Plan will be provided by calendar year. The description should 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 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 subparagraph 1(a) above; and

(d) An Executive Summary of about five paragraphs, summarizing the information contained in subparagraphs 1(a) to 1(c) above.

APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES

1. The national ozone unit, under the Ministry of Tourism and Environment in the Country, is responsible for monitoring the progress of implementation of activities in the Plan.

2. The monitoring will be conducted during the implementation of the Plan to ensure efficient and effective implementation; overall project coordination; stakeholder engagement and coordination; smooth implementation of activities planned under various tranches; delivery of trainings and other expected outcomes; and facilitation of the HFC consumption verification undertaken by the Lead IA.

3. The Ministry of Tourism and Environment will be responsible for the sustainability of consumption reduction targets achieved through the Agreement.

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 Plan;

(b) Assisting the Country in the preparation of the Tranche Implementation Reports and Plans as per Appendix 4-A;

(c) Providing independent verification to the Executive Committee that the Targets have been met and associated tranche activities have been completed as indicated in the Tranche Implementation Plan, consistent with Appendix 4-A;

(d) Ensuring that the experiences and progress are reflected in the updates to the overall Plan and in the future Tranche Implementation Plans, consistent with subparagraph 1(c) of Appendix 4-A;

(e) Fulfilling the reporting requirements of the Tranche Implementation Reports and Plans and of the overall Plan as specified in Appendix 4-A for submission to the Executive Committee, including the activities implemented by the Cooperating IA;

(f) In the event that the last funding tranche is requested one or more years prior to the last year for which a consumption target had been established, annual Tranche Implementation Reports and, where applicable, verification reports on the current stage of the Plan should be submitted until all activities foreseen had been completed and HFC consumption targets had been met;

(g) Ensuring that appropriate independent technical experts carry out the technical reviews;

(h) Carrying out the required supervision missions;

(i) Ensuring the presence of an operating mechanism to allow for an effective and transparent implementation of the Tranche Implementation Plan and accurate data reporting;

(j) Coordinating the activities of the Cooperating IA and ensuring the appropriate sequence of activities;

(k) In case of reductions in funding for failure to comply in accordance with paragraph 11 of the Agreement, to determine, in consultation with the Country and the Cooperating IA, the allocation of the reductions to the different budget items and to the funding of the Lead IA and each Cooperating IA;

(l) Ensuring that disbursements made to the Country are based on the use of the indicators;

(m) Providing assistance with the policy, management and technical support when required;

(n) Reaching consensus with the Cooperating IA on any planning, coordination and reporting arrangements required to facilitate the implementation of the Plan; and

(o) Timely releasing funds to the Country/participating enterprises for completing the activities related to the project.

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 Plan's results and of the

consumption of Annex F substances mentioned in Appendix 1-A, as per subparagraph 5(b) of the Agreement and subparagraph 1(b) of Appendix 4-A.

APPENDIX 6-B: ROLE OF THE COOPERATING IMPLEMENTING AGENCIES

1. The Cooperating IA will be responsible for a range of activities. These activities are specified in the 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 referring to the Lead IA to ensure a coordinated sequence of activities;

(c) Providing reports to the Lead IA on these activities, for inclusion in the consolidated reports as per Appendix 4-A; and

(d) Reaching consensus with the Lead IA on any planning, coordination and reporting arrangements required to facilitate the implementation of the Plan.

APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY WITH THE TARGETS IN THE AGREEMENT

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US $7.00 per CO_2-eq 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, on the understanding that the maximum funding reduction would not exceed the funding level of the tranche being requested. Additional measures might be considered in cases where non-compliance extends for two consecutive years. Where the Country has failed to comply with the Agreement due to illegal trade, the reduction in funding would not be applied if the illegally traded controlled substances are seized and subsequently confiscated, destroyed, exported, or returned to the country of origin.

UNEP/OzL.Pro/ExCom/97/91: Decision 97/17(a) and Annex IX

KIP for Angola (Stage I)

At its **97th meeting**, the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Angola for the period from 2025 to 2030 to reduce HFC consumption by 10 per cent of the country's baseline, in the amount of US $924,036, plus agency support costs of US $64,682, for UNDP;

(b) To note that 387,800 CO_2-equivalent tonnes of HFCs would be deducted from the starting point for sustained aggregate reductions in HFC consumption that would be established on the basis of guidance provided by the Executive Committee;

(c) To further note that the Government of Angola would put in place a ban on the import of HFC-based domestic and stand-alone commercial refrigeration units by 1 January 2029;

(d) To invite the Government of Angola, should it wish to do so, to include the year 2023 in its verification of HFC consumption;

(e) To approve the Agreement between the Government of Angola and the Executive Committee for the reduction in consumption of HFCs in accordance with stage I of the KIP, contained in annex XLVIII to the present report; and

(f) To approve the first tranche of stage I of the KIP for Angola, and the corresponding tranche implementation plan, in the amount of US $385,563, plus agency support costs of US $26,989, for UNDP.

UNEP/OzL.Pro/ExCom/97/91: Decision 97/56 and Annex XLVIII

Annex XLVIII

AGREEMENT BETWEEN THE GOVERNMENT OF ANGOLA AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROFLUOROCARBONS IN ACCORDANCE WITH STAGE I OF THE KIGALI HFC IMPLEMENTATION PLAN

(Period: 2025–2030)

Purpose

1. This Agreement represents the understanding of the Government of Angola ("the Country") and the Executive Committee with respect to the reduction of controlled use of Annex F substances set out in Appendix 1-A ("The Substances") to a sustained level of 3,490,200 CO_2-equivalent (CO_2-eq) tonnes by 1 January 2029 in compliance with the Montreal Protocol schedule and the terms of this Agreement.

2. The Country agrees to meet the annual consumption limits of Annex F 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 Annex F 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 Annex F substances that exceeds the level defined in row 1.2 of Appendix 2-A as the final reduction step under this Agreement for Annex F substances specified in Appendix 1-A, and in respect to any consumption of Annex F substances that exceeds the level defined in row 4.3 (remaining consumption eligible for funding).

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 stage I of the Kigali HFC implementation plan ("the Plan") as approved. In accordance with subparagraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of Annex F substances 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.

Conditions for funding release

5. The Executive Committee will only provide the Funding, in accordance with the Funding Approval Schedule, when the Country satisfies the following conditions at least 10 weeks in advance of the applicable Executive Committee meeting set out in the Funding Approval Schedule:

(a) That the Country has met the Targets set out in row 1.2 of Appendix 2-A for all relevant years. Relevant years are all years since the year in which this Agreement was approved. Years for which there are no due country programme implementation reports at the date of the Executive Committee meeting at which the funding request is being presented are exempted;

(b) That the meeting of these Targets has been independently verified for all relevant years, unless the Executive Committee decided that such verification would not be required;

(c) That the Country had submitted a Tranche Implementation Report in accordance with Appendix 4-A ("Format of Tranche Implementation Reports and Plans") covering each previous calendar year; that it had achieved a significant level of implementation of

activities initiated with previously approved tranches; and that the rate of disbursement of funding available from the previously approved tranche was more than 20 per cent; and

(d) That the Country has submitted a Tranche Implementation Plan in accordance with Appendix 4-A covering each calendar year until and including the year for which the Funding Approval Schedule foresees the submission of the next tranche or, in case of the final tranche, until completion of all activities foreseen.

Monitoring

6. The Country will ensure that it conducts accurate monitoring of its activities under this Agreement. The institutions set out in Appendix 5-A ("Monitoring Institutions and Roles") will monitor and report on implementation of the activities in the previous Tranche Implementation Plans in accordance with their roles and responsibilities set out in the same appendix.

Flexibility in the reallocation of funds

7. The Executive Committee agrees that the Country may have the flexibility to reallocate part or all approved funds, according to the evolving circumstances, to achieve the smoothest reduction of consumption and phase-down of Annex F substances specified in Appendix 1-A, in accordance with the following considerations:

(a) Reallocations categorized as major changes must be documented in advance, either in a Tranche Implementation Plan as foreseen in subparagraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted 10 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 that would modify any clause of this Agreement;

(iii) Changes in the annual levels of funding allocated to the individual bilateral or implementing agencies for the different tranches;

(iv) Provision of funding for activities not included in the current endorsed Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 30 per cent of the total cost of the last approved tranche;

(v) Changes in alternative technologies, on the understanding that any submission for such a request would identify the associated incremental costs, the potential impact on the climate, and any differences in CO_2-eq tonnes to be phased down if applicable, as well as confirm that the Country agrees that potential savings related to the change of technology would accordingly decrease the overall funding level under this Agreement;

(b) Reallocations not categorized as major changes may be incorporated into the approved Tranche Implementation Plan, under implementation at the time, and reported to the Executive Committee in the subsequent Tranche Implementation Report; and

(c) Any remaining funds held by the bilateral or implementing agencies or the Country under the Plan will be returned to the Multilateral Fund upon completion of the last tranche foreseen under this Agreement.

8. Specific attention will be paid to the execution of activities in the refrigeration servicing sector included in the Plan, in particular that the Country may use the flexibility available under this Agreement to address specific needs that might arise during project implementation.

Bilateral and implementing agencies

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 the Lead IA taking part in this Agreement.

10. The Lead IA will be responsible for ensuring coordinated planning, implementation and reporting of all activities under this Agreement, including but not limited to the independent verification as per subparagraph 5(b). The role of the Lead IA is contained in Appendix 6-A. The Executive Committee agrees, in principle, to provide the Lead IA with the fees set out in row 2.2 of Appendix 2-A.

Non-compliance with the Targets in the Agreement

11. Should the Country, for any reason, not meet the Targets for the elimination of Annex F 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 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 CO_2-eq 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 decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding 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 decisions 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 the information necessary to verify compliance with this Agreement.

Date of completion

14. The completion of the Plan 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 at that time there still be activities that are outstanding, and which were foreseen in the last Tranche Implementation Plan and its subsequent revisions as per subparagraph 5(d) and paragraph 7, the completion of the Plan will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per subparagraphs 1(a), 1(b), and 1(d) of Appendix 4-A will continue until the time of the completion of the Plan unless otherwise specified by the Executive Committee.

Validity

15. All 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 Agreement may be modified or terminated only by mutual written agreement of the Country and the Executive Committee of the Multilateral Fund.

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substances	Starting point for aggregate reductions in consumption (CO_2-eq tonnes)
HFCs	To be determined (TBD)

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars		2025	2026	2027	2028	2029	2030	Total
1.1	Montreal Protocol reduction schedule of Annex F substances	%	freeze	freeze	freeze	freeze	10	10	n/a
		CO_2-eq tonnes	3,878,000	3,878,000	3,878,000	3,878,000	3,490,200	3,490,200	n/a
1.2	Maximum allowable total consumption of Annex F substances	Reduction in %	0.0	0.0	0.0	0.0	10.0	10.0	n/a
		CO_2-eq tonnes	3,878,000	3,878,000	3,878,000	3,878,000	3,490,200	3,490,200	n/a
2.1	Lead IA (UNDP) agreed funding (US $)		385,563	0	0	399,058	0	139,415	924,036
2.2	Support costs for Lead IA (US $)		26,989	0	0	27,934	0	9,759	64,682
3.1	Total agreed funding (US $)		385,563	0	0	399,058	0	139,415	924,036
3.2	Total support costs (US $)		26,989	0	0	27,934	0	9,759	64,682
3.3	Total agreed costs (US $)		412,552	0	0	426,992	0	149,174	988,718
4.1	Deduction of HFCs under this Agreement (CO_2-eq tonnes)								387,800
4.2	Deduction of HFCs from previously approved projects (CO_2-eq tonnes)								0
4.3	Remaining eligible consumption for HFCs (CO_2-eq tonnes)								TBD

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 THE TRANCHE IMPLEMENTATION REPORTS AND PLANS

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

(a) A narrative report, with data provided by tranche, describing the progress achieved since the previous report, reflecting the situation of the Country in regard to phase-down of Annex F substances, how the different activities contribute to it, and how they relate to each other, including, where applicable, activities related to energy efficiency approved in the context of HFC phase-down pursuant to decision 91/65. The report should include the amount of Annex F substances consumption reduced as a direct result of the implementation of activities, by substance, the alternative technology used and the related

phase in of alternatives, to allow the Secretariat to inform the Executive Committee on the resulting change in climate relevant emissions. The report should also include quantitative information on the activities implemented and further highlight the successes, experiences, and challenges related to the different activities included in the Plan, reflecting any changes in the circumstances in the Country, and providing other relevant information. The report should also include information on and justification for any changes vis-à-vis the previously submitted Tranche Implementation Plan(s), such as delays, use of flexibility for the reallocation of funds during implementation of a tranche as provided for in paragraph 7 of this Agreement, or other changes;

(b) An independent verification report on the Plan's results and the consumption of Annex F substances, as per subparagraph 5(b) of the Agreement. If not decided otherwise by the Executive Committee, such a verification of consumption data must be provided with each tranche request, covering all relevant years for which a verification report has not yet been acknowledged by the Committee, as specified in subparagraph 5(a) of the Agreement;

(c) A written description of the activities to be undertaken during the period covered by the requested tranche including quantitative information, highlighting implementation milestones, the time of completion and the interdependence of the activities, and taking into account experiences made and progress achieved in the implementation of earlier tranches; the data in the Plan will be provided by calendar year. The description should 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 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 subparagraph 1(a) above; and

(d) An Executive Summary of about five paragraphs, summarizing the information contained in subparagraphs 1(a) to 1(c) above.

APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES

1. The Ministry of Environment in the Country, through the national ozone unit (NOU), will lead the design and oversight of Plan activities, including stakeholder coordination, beneficiary selection, and local procurement. It will ensure the use of operational tools aligned with the approved budget and oversee the provision of technical assistance. The NOU will also manage the selection of consultants, implement gender mainstreaming measures, and apply corrective actions as needed.

2. The NOU will organize the collection and analysis of project data, standardize reporting formats, and convene periodic evaluation meetings. It will prepare internal progress reports, annual Plan implementation reports, and tranche submissions for the Executive Committee. The NOU will also monitor gender indicators, track private sector trends in HFC use, and stay updated on alternative technologies through participation in stakeholder-led technical meetings. The Ministry of Environment will be responsible for the sustainability of consumption reduction targets achieved through the Agreement.

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 Plan;

(b) Assisting the Country in the preparation of the Tranche Implementation Reports and Plans as per Appendix 4-A;

(c) Providing independent verification to the Executive Committee that the Targets have been met and associated tranche activities have been completed as indicated in the Tranche Implementation Plan, consistent with Appendix 4-A;

(d) Ensuring that the experiences and progress are reflected in the updates to the overall Plan and in the future Tranche Implementation Plans, consistent with subparagraph 1(c) of Appendix 4-A;

(e) Fulfilling the reporting requirements of the Tranche Implementation Reports and Plans and of the overall Plan as specified in Appendix 4-A for submission to the Executive Committee;

(f) In the event that the last funding tranche is requested one or more years prior to the last year for which a consumption target had been established, annual Tranche Implementation Reports and, where applicable, verification reports on the current stage of the Plan should be submitted until all activities foreseen had been completed and HFC consumption targets had been met;

(g) Ensuring that appropriate independent technical experts carry out the technical reviews;

(h) Carrying out the required supervision missions;

(i) Ensuring the presence of an operating mechanism to allow for an effective and transparent implementation of the Tranche Implementation Plan and accurate data reporting;

(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, the allocation of the reductions to the different budget items and to the funding of the Lead IA;

(k) Ensuring that disbursements made to the Country are based on the use of the indicators;

(l) Providing assistance with the policy, management and technical support when required; and

(m) Timely releasing funds to the Country/participating enterprises for completing the activities related to the project.

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 Plan's results and of the consumption of Annex F substances mentioned in Appendix 1-A, as per subparagraph 5(b) of the Agreement and subparagraph 1(b) of Appendix 4-A.

APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY WITH THE TARGETS IN THE AGREEMENT

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US $4.77 per CO_2-eq 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, on the understanding that the maximum funding reduction would not exceed the funding level of the tranche being requested. Additional measures might be considered in cases where non-compliance extends for two consecutive years. Where the country has failed to comply with the Agreement due to illegal trade, the reduction in

funding would not be applied if the illegally traded controlled substances are seized and subsequently confiscated, destroyed, exported, or returned to the country of origin.

UNEP/OzL.Pro/ExCom/97/91: Decision 97/56 and Annex XLVIII

HFC-23 by-product emissions for Argentina

At its **87th meeting,** the Executive Committee decided:

(a) To note the key aspects related to HFC-23 by-product control technologies: Argentina (decision 86/95) contained in document UNEP/OzL.Pro/ExCom/87/53;

(b) To approve, in principle, US $2,262,630, plus agency support costs of US $158,384, for UNIDO to enable the Government of Argentina to comply with the HFC-23 by-product emission control obligations under the Kigali Amendment to the Montreal Protocol, on the understanding that:

(i) The Government of Argentina would ensure that, by 1 January 2022 and thereafter, emissions of HFC-23 by-product from the HCFC-22 production line were destroyed in compliance with the Montreal Protocol and that emissions from the line were at or below 0.1 kg of HFC-23 emissions per 100 kg of HCFC-22 produced;

(ii) A maximum amount of US $502,766, out of the total funding approved, was associated with incremental operating costs and would be divided in annual tranches to be provided to Argentina upon verification of the quantity of HFC-23 by-product destroyed;

(iii) The incremental operating costs in each annual tranche would be calculated by multiplying the quantity of HFC-23 destroyed by US $1.40/kg;

(iv) The Government of Argentina would have flexibility to use the funding approved in principle indicated in subparagraph (b) above to compensate the production plant, Frio Industrias Argentinas, for the closure of its HCFC-22 production should the plant decide to close its HCFC-22 production line permanently prior to 1 January 2024, with the exception of any funds approved for independent verification for years subsequent to the year of closure, which should be returned to the Multilateral Fund; and any production of any other substance listed in Annex C or F to the Montreal Protocol at that facility would not be eligible for funding;

(v) The project would be completed by 1 January 2031;

(vi) The Government of Argentina committed to there being no additional funding from other sources for HFC-23 by-product emissions control at Frio Industrias Argentinas during or after completion of the project, including HFC-23 credits or offsets;

(c) To note:

(i) That the funding approved in principle specified in subparagraph (b) above was the total funding that would be available to the Government of Argentina from the Multilateral Fund for the control of HFC-23 by-product emissions;

(ii) That the costs agreed recognized the special circumstances of the project in Argentina and did not set a precedent for the calculation of costs for any other projects for the control of HFC-23 by-product emissions;

(d) To request the Secretariat, in cooperation with UNIDO, to prepare a draft Agreement between the Government of Argentina and the Executive Committee for the control of

HFC-23 by-product emissions, in accordance with the present decision, for consideration at the 88th meeting, using the Agreement between the Government of Mexico and the Executive Committee for the destruction of emissions of HFC-23 generated in the production of HCFC-22 at Quimobásicos (decision 87/53) as a starting point and in light of the guidance provided by the Executive Committee at the 87th meeting;

(e) To approve the first tranche of the project to control HFC-23 by-product emissions in Argentina in the amount of US $1,527,851, plus agency support costs of US $106,950 for UNIDO; and

(f) To request the Government of Argentina, through UNIDO, to submit an annual implementation plan, in accordance with the anticipated draft Agreement referred to in subparagraph (d) above, for consideration at the 88th meeting.

UNEP/OzL.Pro/ExCom/87/53 and UNEP/OzL.Pro/ExCom/87/58: Decision 87/52

At its **88th meeting**, the Executive Committee decided:

(a) To note the key aspects related to HFC-23 by-product control technologies: Argentina (decision 87/52) contained in document UNEP/OzL.Pro/ExCom/88/77;

(b) To approve the 2021–2022 annual implementation plan for the control of emissions of HFC-23 generated in the production of HCFC-22 at Frio Industrias Argentina (FIASA) contained in document UNEP/OzL.Pro/ExCom/88/77; and

(c) To approve also the Agreement between the Government of Argentina and the Executive Committee for the control of emissions of HFC-23 generated in the production of HCFC-22 at FIASA contained in Annex XXXVI to the present report.

UNEP/OzL.Pro/ExCom/88/79: Decision 88/77 and Annex XXXVI

At its **90th meeting**, the Executive Committee decided:

(a) To note the progress report on the implementation of the project for the control of emissions of HFC-23 generated in the production of HCFC-22 at Frio Industrias Argentina, submitted by UNIDO, and contained in document UNEP/OzL.Pro/ExCom/90/9;

(a) To request the Government of Argentina to do its utmost to prevent the venting of HFC-23 by-product;

(b) To request UNIDO to provide to the 91st meeting an update on the progress in implementing the project referred to in subparagraph (a) above, including progress in the delivery of the parts needed to refurbish the incinerator, progress toward refurbishing the incinerator, confirmation that the cryogenic tank was storing the HFC-23 by-product generated, the quantity of HFC-23 by-product stored and the amount of HFC-23 vented, in case there had been any new occurrences; and

(c) To request UNIDO to provide a report on the implementation of the project referred to in subparagraph (a) above to the first meeting of 2023 that included the 2022 HCFC-22 production and the quantity of HFC-23 by-product generated, stored and vented to the atmosphere.

UNEP/OzL.Pro/ExCom/90/9 and UNEP/OzL.Pro/ExCom/90/40: Decision 90/24

At its **91st meeting**, the Executive Committee decided to note the progress report on the implementation of the project for the control of emissions of HFC-23 generated in the production of HCFC-22 at Frio Industrias Argentinas, as submitted by UNIDO and contained in document UNEP/OzL.Pro/ExCom/91/18.

UNEP/OzL.Pro/ExCom/91/18 and UNEP/OzL.Pro/ExCom/91/72: Decision 91/27

At its **92nd meeting**, the Executive Committee decided:

(a) To note:

(i) The progress report on the implementation of the project for the control of emissions of HFC-23 generated in the production of HCFC-22 at Frio Industrias Argentina (FIASA), submitted by UNIDO and contained in document UNEP/OzL.Pro/ExCom/92/9;

(ii) The commitment of FIASA not to vent HFC-23 by-product to the atmosphere in the event of a further delay in completing the refurbishment of the incinerator, and that the enterprise would temporarily cease producing HCFC-22 if the maximum capacity of the cryogenic tank was reached before the incinerator became operational; and

(b) To request UNIDO, on behalf of the Government of Argentina, to provide, at the second meeting of 2023, a report on the implementation of the project referred to in subparagraph (a) above that included the quantity of HFC-23 by-product generated, stored and vented to the atmosphere.

UNEP/OzL.Pro/ExCom/92/9 and UNEP/OzL.Pro/ExCom/92/52: Decision 92/18

At its **92nd meeting**, the Executive Committee decided also:

(b) To apply a reduction of US $175,000, plus agency support costs of US $12,250, for UNIDO, in line with Appendix 7-A of the updated Agreement between the Government of Argentina and the Executive Committee for stage II of the HPMP, as follows:

(i) To the third tranche of stage II of the HPMP for Argentina in the amount of US $25,000, plus agency support costs of US $1,750, for UNIDO;

(ii) To the fourth tranche of stage II of the HPMP for Argentina in the amount of US $50,000, plus agency support costs of US $3,500, for UNIDO;

(iii) To the second tranche of the Agreement between the Government of Argentina and the Executive Committee for the control of emissions of HFC-23 generated in the production of HCFC-22 at Frio Industrias Argentina, in the amount of US $100,000, plus agency support costs of US $7,000, for UNIDO;

UNEP/OzL.Pro/ExCom/92/21 and UNEP/OzL.Pro/ExCom/92/52: Decision 92/31(b)

At its **97th meeting**, the Executive Committee decided:

(a) To note the progress report on the implementation of the first tranche of the project for the control of emissions of HFC-23 generated in the production of HCFC-22 at Frío Industrias Argentinas (FIASA); and

(b) To approve the second and third tranches of the project for the control of emissions of HFC-23 generated in the production of HCFC-22 at FIASA, in the amount of US $96,775,

plus agency support costs of US $6,774, for UNIDO, on the understanding that, in line with subparagraph 8(c) of the Agreement between the Government of Argentina and the Executive Committee, the remaining HFC-23 by-product for which funding for destruction could be requested at future meetings held within the Agreement implementation period was 215,348 kilograms.

UNEP/OzL.Pro/ExCom/97/36 and Corr.1, and UNEP/OzL.Pro/ExCom/97/91: Decision 97/41

Annex XXXVI

AGREEMENT BETWEEN THE GOVERNMENT OF ARGENTINA AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE CONTROL OF EMISSIONS OF HFC-23 GENERATED IN THE PRODUCTION OF HCFC-22 IN FRIO INDUSTRIAS ARGENTINAS

Purpose

1. This Agreement represents the understanding of the Government of Argentina (the "Country") and the Executive Committee to ensure that by 1 January 2022 and thereafter, emissions of Annex F, Group II substance ("HFC-23") generated in the HCFC-22 production line at Frio Industrias Argentinas ("FIASA") were destroyed in compliance with the Montreal Protocol.

2. The Country agrees to meet the annual emission limits of up to a maximum of 0.1 kilogramme of HFC-23 per 100 kilogrammes of HCFC-22 produced by 1 January 2022, until the completion of the project on 1 January 2031, as set out in row 1.1 of Appendix 1-A ("The Targets, and Funding"), and commits that annual emissions will continue to be controlled and verified in the same manner after the completion of the project, including by means of policies and legislation.

Funding

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 2.1 of Appendix 1-A to the Country following any reductions as specified in paragraph 6. The Executive Committee will, in principle, provide this funding at the first Executive Committee meeting of the years specified in Appendix 1-A.

4. The Country accepts that, by its acceptance of this Agreement and performance by the Executive Committee of its funding obligations described in paragraph 3:

(a) The Country is precluded from applying for or receiving further funding from the Multilateral Fund in respect to the control of emissions of Annex F, Group II, substances generated in each production line that manufactures Annex C, Group I, or Annex F substances;

(b) In accordance with subparagraph 9(b), the Country will accept independent verification of the achievement of the annual emission control limits of HFC-23 as set out in row 1.1 of Appendix 1-A. The aforementioned verification will be commissioned by the Lead implementing agency;

(c) The cost for the destruction of every kilogramme of HFC-23 by-product generated above the maximum 360,378 allowable kilogrammes eligible for funding under this Agreement, throughout the duration of the project, will be covered by FIASA, under the supervision of the Country;

(d) A maximum amount of US $502,766, out of the total funding specified in Appendix 1-A, was associated with incremental operating costs (IOCs) and would be divided into annual tranches to be provided to the Country upon verification of the quantity of HFC-23 by-product destroyed;

(e) Any remaining funds held by the Lead implementing agency or the Country will be returned to the Multilateral Fund upon financial completion of this Agreement; and

(f) There will be no additional funding from other sources outside the Multilateral Fund, including HFC-23 credits or offsets, for the control of HFC-23 by-product emissions from the HCFC-22 production line concerned, during or after completion of the project.

5. The Funding of this Agreement will not be modified on the basis of any future Executive Committee decisions that may affect the funding provided by the Multilateral Fund of any other projects or any other related activities in the Country.

6. The Country accepts that the funding specified in row 2.1 of Appendix 1-A in any given year will be reduced according to the following table:

	$x_{w,i-1} \geq 3.24\%$	$x_{w,i-1} < 3.24\%$
$P_{HCFC-22,i-1} \leq 1{,}540$ and $i \leq 2025$	$IOC_{max,i} - \min(1000 \times P_{HCFC-22,i-1} \times 0.0324, D_{HFC-23,i-1}) \times 1.40$	$IOC_{max,i} - \max(1000 \times P_{HCFC-22,i-1} \times 0.0324, D_{HFC-23,i-1}) \times 1.40$
$P_{HCFC-22,i-1} \leq 1{,}300$ and $i > 2025$		
$P_{HCFC-22,i-1} > 1{,}540$ and $i \leq 2025$	$IOC_{max,i} - \min(1000 \times 1{,}540 \times 0.0324, D_{HFC-23,i-1}) \times 1.40$	0
$P_{HCFC-22,i-1} > 1{,}300$ and $i > 2025$	$IOC_{max,i} - \min(1000 \times 1{,}300 \times 0.0324, D_{HFC-23,i-1}) \times 1.40$	0

Where:

$P_{HCFC-22,i}$ = production of HCFC-22 in year i (mt)
$Q_{HFC-23,i}$ = quantity of HFC-23 by-product generated in year i (kg)
$D_{HFC-23,i}$ = quantity of HFC-23 by-product destroyed in year i (kg)
$x_{w,i} = \frac{Q_{HFC-23,i}}{P_{HCFC-22,i}}$ (%)
$IOC_{max,i}$ = the agreed maximum IOCs in year $i = \begin{cases} 1{,}540 \times 0.0324 \times 1.40 \times 1{,}000 = \text{US \$69,854 when } i \leq 2025 \\ 1{,}300 \times 0.0324 \times 1.40 \times 1{,}000 = \text{US \$58,968 when } i > 2025 \end{cases}$

7. Notwithstanding paragraph 6, any reductions in the funding specified in row 2.1 of Appendix 1-A due to an increase in the $x_{w,i}$ that were due to circumstances beyond the control of FIASA would be considered by the Executive Committee on a case-by-case basis, taking into consideration the information contained in the tranche request as described in Appendix 2-A ("Format of Tranche Implementation Reports and Plans").

8. If in any given year prior to 2025 production of HCFC-22 at FIASA were to fall below 1,540 mt or in any year after 2025 below 1,300 mt, the Country could request funding above that specified in Appendix 1-A for a subsequent year to destroy HFC-23 by-product generated from production of HCFC-22 above 1,540 mt if prior to 2025 and above 1,300 mt thereafter, in line with decision 87/52(b)(iii), on the understanding that any such requests would be submitted by the Country for individual consideration by the Executive Committee, and as long as the following conditions are met, subject to the circumstances described in paragraph 7:

(a) The request is prior to the date of completion of the Agreement;

(b) x_w in that year is less than or equal to 3.24 per cent; and

(c) The total quantity of HFC-23 by-product for which funding is requested for destruction through the completion of the Agreement was equal to or less than 360,378 kilogrammes.

Conditions for funding release

9. The Executive Committee will only provide the Funding when the Country satisfies the following conditions at least 10 weeks in advance of the first Executive Committee meeting of the years specified in Appendix 1-A:

(a) That the Country has emitted up to a maximum of 0.1 kilogramme of HFC-23 per 100 kilogrammes of HCFC-22 produced for all relevant years. Relevant years are all years since the year in which this Agreement was approved except for 2021;

(b) That the meeting of the Targets referred to in subparagraph (a) has been independently verified for all relevant years, by a verifier who will be commissioned by the Lead implementing agency;

(c) That the Country has submitted a Tranche Implementation Report in the form of Appendix 2-A for all the activities required for the destruction of HFC-23 by-product from the HCFC-22 production line concerned, and that it has achieved a significant level of implementation of activities initiated with previously approved tranches; and

(d) That the Country has submitted a Tranche Implementation Plan in the form of Appendix 2-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.

Flexibility in the reallocation of funds

10. The Country agrees to document in advance either in a Tranche Implementation Plan, or as a revision to an existing Tranche Implementation Plan to be submitted at least 10 weeks in advance to any meeting of the Executive Committee, for its approval:

(a) Reallocations categorized as major changes related to *inter alia*:

(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 for the different tranches;

(iv) Provision of funding for activities not included in the approved Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 20 per cent of the total cost of the last approved tranche;

(v) Using a different technology for the destruction of HFC-23 by-product that has already been selected in the project proposal, on the understanding that any submission for such a request would identify the associated incremental costs, confirmation that the annual emission limits of up to a maximum of 0.1 kilogramme of HFC-23 per 100 kilogrammes of HCFC-22 produced will be maintained, and that potential savings related to the change of technology will decrease the overall funding level under this Agreement; and

(b) Reallocations not categorized as major changes may be incorporated in the approved Tranche Implementation Plan, under implementation at the time, and reported to the Executive Committee in the subsequent Tranche Implementation Report.

11. Should FIASA decide to permanently close its HCFC-22 production line prior to 1 January 2024, the Country, through the Lead implementing agency, could submit a request for funding for that closure on the understanding that:

(a) The funding would be based on the total agreed funding of US $2,262,630, minus the funding already approved in Tranche Implementation Plans approved by the Executive Committee and minus US $20,000 for independent verification for each year through 2030 subsequent to the year of the production closure;

(b) An independent verification of production line closure was submitted in line with the guidelines for the verification of ODS production phase-out;

(c) The request would be submitted at least ten weeks prior to the Executive Committee meeting at which it would be considered; and

(d) FIASA would not be eligible for further funding from the Multilateral Fund for the production of any Annex C, Group I, or Annex F substances under the Montreal Protocol.

Flexibility in the date of commencement of destruction of HFC-23

12. Notwithstanding paragraphs 1 and 2, and due to the extraordinary circumstances brought about by the COVID-19 pandemic which could delay the completion of the refurbishment of the incinerator, the Country will have flexibility, only if necessary because the onsite cryogenic tank has reached its maximum capacity and only in 2022, to emit to the atmosphere the quantity of HFC-23 by-product generated that exceeds the maximum capacity of the onsite cryogenic tank prior to the completion of the refurbishment of the incinerator, on the understanding that:

(a) The funding for the second tranche to be requested in 2024 will be reduced by US $1.40 for every kilogramme of HFC-23 by-product that was not destroyed in 2022; and

(b) The Country would be exempt from any penalty for emissions of up to the quantity of HFC-23 by-product emitted because the onsite cryogenic tank reached its maximum capacity and that quantity emitted was below that generated between 1 January 2022 and 30 April 2022.

Lead implementing agency

13. 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"). The role of the Lead IA is contained in Appendix 4-A ("Role of the Lead Implementing Agency"). The Executive Committee agrees, in principle, to provide the Lead IA with the fees set out in rows 2.1 of Appendix 1-A.

Monitoring

14. The Country will ensure that it conducts accurate monitoring of its activities under this Agreement. The institutions set out in Appendix 3-A ("Monitoring Institutions and Roles") will monitor and report on implementation of the activities in the previous Tranche Implementation Plans in accordance with their roles and responsibilities set out in the same appendix. This monitoring will also be subject to independent verification as described in subparagraph 9(b) above.

15. 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 the Lead IA taking part in this Agreement.

Non-compliance with the Agreement

16. Should the Country, for any reason, not meet the Targets for the destruction of HFC-23 by-product generated in the production of HCFC-22 set out in row 1.1 of Appendix 1-A or otherwise does not comply with this Agreement, the Country agrees that it will not be entitled to the Funding in accordance with the Targets, and Funding. At the discretion of the Executive Committee, funding will be reinstated according to a revised 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 Targets, and Funding. The Country acknowledges that the Executive Committee may reduce the amount of the Funding by the amount set out in Appendix 5-A ("Reductions in Funding for Failure to Comply") in respect of each kilogramme emitted of HFC-23 generated in the production of HCFC-22 beyond the target specified in row 1.1 of Appendix 1-A in any one year. The Executive Committee will discuss each specific case in which the Country did not comply with this Agreement, and take related decisions. Once decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding for future tranches as per paragraph 9 above.

17. 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 the information necessary to verify compliance with this Agreement.

Date of completion

18. This Agreement will be concluded on 1 January 2031. Should at that time there still be activities that are outstanding, and which were foreseen in the last Tranche Implementation Plan, the completion of the Plan will be delayed until the end of the year following the implementation of the remaining activities upon approval by the Executive Committee. The reporting requirements as per subparagraphs 1(a), 1(b), 1(c), and 1(d) of Appendix 2-A will continue until the time of the completion of the Plan unless otherwise specified by the Executive Committee.

Validity

19. 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. Except "production", all terms used in this Agreement have the meaning ascribed to them in the Montreal Protocol unless otherwise defined herein. "Production" in this Agreement means the total amount of HCFC-22 produced for all uses, including controlled and feedstock uses, and irrespective of any subsequent destruction, recycling and reuse of that HCFC-22.

20. This Agreement may be modified or terminated only by mutual written agreement of the Country and the Executive Committee.

APPENDICES

APPENDIX 1-A: THE TARGETS, AND FUNDING

Row	Particulars	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	Total
1.1	Maximum allowable emissions of Annex F, Group II substances per 100 kg of Annex C, Group I substances produced (kg)	n/a	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	n/a
2.1	Lead IA (UNIDO) agreed funding (US $)*	1,527,851	-	-	112,757	112,757	101,853	101,853	101,853	101,853	101,853	2,262,630
2.2	Support costs for Lead IA (US $)	106,950	-	-	7,893	7,893	7,130	7,130	7,130	7,129	7,129	158,384
3.1	Total agreed funding (US $)	1,527,851	-	-	112,757	112,757	101,853	101,853	101,853	101,853	101,853	2,262,630
3.2	Total support costs (US $)	106,950	-	-	7,893	7,893	7,130	7,130	7,130	7,129	7,129	158,384
3.3	Total agreed costs (US $)	1,634,801	-	-	120,650	120,650	108,983	108,983	108,983	108,982	108,982	2,421,014

* The agreed funding in any given year may be adjusted in line with paragraphs 6, 7 and 8 of this Agreement.

APPENDIX 2-A: FORMAT OF TRANCHE IMPLEMENTATION REPORTS AND PLANS

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

(a) A narrative report, with data provided by tranche, describing the progress achieved since the previous report, reflecting the situation of the Country in regard to destruction of HFC-23 by-product from the production lines of HCFC-22 concerned. The report should include *inter alia* the amounts of HCFC-22 produced, the amounts of HFC-23 by-product generated in the production lines concerned, and the amounts of HFC-23 by-product that were destroyed, stored, sold, and/or vented, and the destruction technology used, to allow the Secretariat to assess the results achieved in terms of amounts of HFC-23 that had been destroyed and emitted. 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 on and justification for any changes vis-à-vis the previously submitted Tranche Implementation Plan(s), such as delays, uses of the flexibility for reallocation of funds during implementation of a tranche, or other changes;

(b) An independent verification report providing *inter alia* the amounts of HCFC-22 produced, the amounts of HFC-23 by-product generated, and the amounts of HFC-23 by product that were destroyed, stored, sold, and/or vented, provided together with each tranche request;

(c) A written description of the activities to be undertaken during the period covered by the requested tranche, highlighting implementation milestones, the time of completion and the interdependence of the activities, and taking into account experiences made and progress achieved in the implementation of earlier tranches; the data in the plan will be provided by calendar year; and

(d) An Executive Summary of about five paragraphs, summarizing the information of the above subparagraphs 1(a) to 1(c).

APPENDIX 3-A: MONITORING INSTITUTIONS AND ROLES

1. In Argentina, the National Ozone Unit (OPROZ) is a tripartite coordination office for the implementation of the Montreal Protocol. It is composed of a representative of the Ministry of Environment and Sustainable Development, Secretary of Industry, Knowledge Economy and Foreign Trade Management, and Ministry of Foreign Affairs and Worship.

2. UNIDO is appointed as the Lead IA and will be responsible for the overall management, monitoring of progress, performance verification and reporting to the Fund Secretariat and the Executive Committee. The project will be implemented by UNIDO and will be coordinated through the Secretary of Industry, Knowledge Economy and Foreign Trade Management. UNIDO will work in close cooperation with OPROZ and FIASA. The work will be carried out under the supervision and guidance of the Project Manager of UNIDO. Necessary local coordination and control will be done by OPROZ.

3. Monitoring of HCFC-22 production and HFC-23 by-product generation will be carried out through monthly reporting and semi-annual control visits: the focus of the review will be to verify the information provided by FIASA, with supporting documentation and accounting records including inter alia: daily and monthly production reports; anhydrous hydrogen and chloroform stocks, and HCFC-22 production; delivery notes, ozone depleting substances and raw materials sales invoices, ozone depleting substances customs clearance, accounting books (value-added tax, inventory and balance), HFC-23 by-product generation and destruction reports.

APPENDIX 4-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;

   (b) Assisting the Country in preparation of the Tranche Implementation Reports and Plans as per Appendix 2-A;

   (c) Providing independent verification to the Executive Committee that the Targets have been met and associated tranche activities have been completed as indicated in the Tranche Implementation Plan consistent with Appendix 2-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(a) and 1(c) of Appendix 2-A;

   (e) Fulfilling the reporting requirements for the Tranche Implementation Reports and Plans and the overall plan as specified in Appendix 2-A for submission to the Executive Committee;

   (f) Ensuring that appropriate independent technical experts carry out the technical reviews;

   (g) Carrying out required supervision missions;

   (h) Ensuring the presence of an operating mechanism to allow effective, transparent implementation of the Tranche Implementation Plan and accurate data reporting;

   (i) In case of reductions in funding for failure to comply in accordance with paragraph 16, to determine, in consultation with the Country, the allocation of the reductions to the different budget items;

(j) Ensuring that disbursements made to the Country are based on the use of the indicators;

(k) Providing assistance with policy, management and technical support when required; and

(l) Timely releasing funds to the Country/participating enterprise for completing the activities related to the project.

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 destruction of HFC-23 generated in each HCFC-22 production line as per subparagraph 9(b) and subparagraph 1(b) of Appendix 2-A.

APPENDIX 5-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY

1. In accordance with paragraph 16, the amount of funding provided may be reduced by US $12.56 per kilogramme of emission of HFC-23 generated in each HCFC-22 production line beyond the level defined in row 1.1 of Appendix 1-A for each year in which the target specified in row 1.1 of Appendix 1-A has not been met, on the understanding that the maximum funding reduction would not exceed the funding level of the tranche being requested. Additional measures might be considered in cases where non-compliance extends for two consecutive years.

UNEP/OzL.Pro/ExCom/88/79: Decision 88/77 and Annex XXXVI

KIP for Armenia (Stage I)

At its **94th meeting**, the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Armenia for the period 2024–2029 to reduce HFC consumption by 10 per cent of the country's baseline by 2029, in the amount of US $203,400, consisting of US $114,000, plus agency support costs of US $14,820, for UNIDO and US $66,000, plus agency support costs of US $8,580, for UNEP, as reflected in the schedule contained in annex XXXI to the present report;

(b) To note that, if the revision of the HFC consumption data for 2020 to 2022 were approved by the Thirty-Sixth Meeting of the Parties, the funding approved in principle, as well as the tranche funding levels and the targets reflected in the annex referred to in subparagraph (a) above, would be revised accordingly at the 95th meeting;

(c) To note that the Government of Armenia would implement the following regulatory measures:

(i) A ban on the import of domestic refrigerators and freezers containing HFCs with a global-warming potential (GWP) of 150 or higher, by 1 January 2027;

(ii) A ban on the import of commercial refrigeration equipment containing HFCs with a GWP of 2,500 or higher, by 1 January 2027;

(iii) A ban on the import of moveable room air-conditioning units containing HFCs with a GWP of 800 or higher and on split air conditioners containing less than 3 kg of fluorinated gases with a GWP of 800 or higher, by 1 January 2027;

(iv) A ban on domestic trade in HFCs in non-refillable containers, by 1 January 2028;

(v) A ban on the import of stationary refrigeration equipment containing or relying on HFCs with a GWP of 2,500 or higher, by 1 January 2029;

(d) To approve the first tranche of stage I of the KIP for Armenia, and the corresponding tranche implementation plan, in the amount of US $186,535, consisting of US $99,075 plus agency support costs of US $12,880, for UNIDO and US $66,000, plus agency support costs of US $8,580, for UNEP; and

(e) To request the Government of Armenia, UNIDO, UNEP and the Secretariat to finalize the draft Agreement between the Government of Armenia and the Executive Committee for the reduction in consumption of HFCs, including the information contained in the annex referred to in subparagraph (a) above and to submit it to a future meeting once the KIP Agreement template had been approved by the Executive Committee.

UNEP/OzL.Pro/ExCom/94/67: Decision 94/39 and Annex XXXI

At its **97th meeting**, the Executive Committee decided to approve the Agreement between the Government of Armenia and the Executive Committee for the reduction in consumption of HFCs in accordance with stage I of the KIP, contained in annex X to the present report.

UNEP/OzL.Pro/ExCom/97/91: Decision 97/17(b) and Annex X

At its **97th meeting**, the Executive Committee also decided:

(a) To note the request by the Government of Armenia to transfer to UNIDO all activities included in stage III of the HCFC phase-out management plan (HPMP) and stage I of the Kigali HFC implementation plan (KIP) initially planned for implementation by UNEP;

(b) With regard to stage III of the HPMP:

(i) To note decision 97/2 describing the return, by UNEP, of balances related to the implementation of its first tranche;

(ii) To approve:

a. The transfer to UNIDO of funding of US $58,300, plus agency support costs of US $4,081, to be included in the ongoing first tranche;

b. The transfer from UNEP to UNIDO of funding of US $94,300, plus agency support costs of US $6,601, approved in principle and associated with the second and third tranches;

(iii) To note that the Fund Secretariat had updated the Agreement between the Government of Armenia and the Executive Committee for stage III of the HPMP, as contained in annex XXIII to the present report, specifically Appendix 2-A, to reflect the transfer to UNIDO of the UNEP component, and paragraph 17, which had been added to indicate that the updated Agreement superseded that reached at the 96th meeting (decision 96/33);

(c) With regard to stage I of the KIP:

(i) To note decision 97/2 describing the return, by UNEP, of balances related to the implementation of the first tranche;

(ii) To approve the transfer to UNIDO of funding of US $66,000, plus agency support costs of US $8,580, to be included in the ongoing first tranche; and

(iii) That the Fund Secretariat had updated the schedule of the HFC phase-down commitments and funding tranches under the KIP for Armenia (decision 94/39) reflecting the transfer to UNIDO of the UNEP component and incorporated the updated schedule into the Agreement between the Government of Armenia and the Executive Committee for stage I of the KIP, as contained in annex X to the present report.

UNEP/OzL.Pro/ExCom/97/91: Decision 97/18(a) and (c) and Annex X

Annex X

AGREEMENT BETWEEN THE GOVERNMENT OF ARMENIA AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROFLUOROCARBONS IN ACCORDANCE WITH STAGE I OF THE KIGALI HFC IMPLEMENTATION PLAN

(Period: 2024–2029)

Purpose

1. This Agreement represents the understanding of the Government of Armenia ("the Country") and the Executive Committee with respect to the reduction of controlled use of Annex F substances set out in Appendix 1-A ("The Substances") to a sustained level of 427,729 CO_2-equivalent (CO_2-eq) tonnes by 1 January 2029 in compliance with the Montreal Protocol schedule and the terms of this Agreement.

2. The Country agrees to meet the annual consumption limits of Annex F 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 Annex F 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 Annex F substances that exceeds the level defined in row 1.2 of Appendix 2-A as the final reduction step under this Agreement for Annex F substances specified in Appendix 1-A.

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 stage I of the Kigali HFC implementation plan ("the Plan") as approved. In accordance with subparagraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of Annex F substances 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.

Conditions for funding release

5. The Executive Committee will only provide the Funding, in accordance with the Funding Approval Schedule, when the Country satisfies the following conditions at least 10 weeks in advance of the applicable Executive Committee meeting set out in the Funding Approval Schedule:

(a) That the Country has met the Targets set out in row 1.2 of Appendix 2-A for all relevant years. Relevant years are all years since the year in which this Agreement was approved. Years for which there are no due country programme implementation reports at the date of the Executive Committee meeting at which the funding request is being presented are exempted;

(b) That the meeting of these Targets has been independently verified for all relevant years, unless the Executive Committee decided that such verification would not be required;

(c) That the Country had submitted a Tranche Implementation Report in accordance with Appendix 4-A ("Format of Tranche Implementation Reports and Plans") covering each previous calendar year; that it had achieved a significant level of implementation of

activities initiated with previously approved tranches; and that the rate of disbursement of funding available from the previously approved tranche was more than 20 per cent; and

(d) That the Country has submitted a Tranche Implementation Plan in accordance with Appendix 4-A covering each calendar year until and including the year for which the Funding Approval Schedule foresees the submission of the next tranche or, in case of the final tranche, until completion of all activities foreseen.

Monitoring

6. The Country will ensure that it conducts accurate monitoring of its activities under this Agreement. The institutions set out in Appendix 5-A ("Monitoring Institutions and Roles") will monitor and report on implementation of the activities in the previous Tranche Implementation Plans in accordance with their roles and responsibilities set out in the same appendix.

Flexibility in the reallocation of funds

7. The Executive Committee agrees that the Country may have the flexibility to reallocate part or all approved funds, according to the evolving circumstances, to achieve the smoothest reduction of consumption and phase-down of Annex F substances specified in Appendix 1-A, in accordance with the following considerations:

(a) Reallocations categorized as major changes must be documented in advance, either in a Tranche Implementation Plan as foreseen in subparagraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted 10 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 that would modify any clause of this Agreement;

(iii) Changes in the annual levels of funding allocated to the individual bilateral or implementing agencies for the different tranches;

(iv) Provision of funding for activities not included in the current endorsed Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 30 per cent of the total cost of the last approved tranche;

(v) Changes in alternative technologies, on the understanding that any submission for such a request would identify the associated incremental costs, the potential impact on the climate, and any differences in CO_2-eq tonnes to be phased down if applicable, as well as confirm that the Country agrees that potential savings related to the change of technology would accordingly decrease the overall funding level under this Agreement;

(b) Reallocations not categorized as major changes may be incorporated into the approved Tranche Implementation Plan, under implementation at the time, and reported to the Executive Committee in the subsequent Tranche Implementation Report; and

(c) Any remaining funds held by the bilateral or implementing agencies or the Country under the Plan will be returned to the Multilateral Fund upon completion of the last tranche foreseen under this Agreement.

8. Specific attention will be paid to the execution of activities in the refrigeration servicing sector included in the Plan, in particular that the Country may use the flexibility available under this Agreement to address specific needs that might arise during project implementation.

Bilateral and implementing agencies

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") 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 the Lead IA taking part in this Agreement.

10. The Lead IA will be responsible for ensuring coordinated planning, implementation and reporting of all activities under this Agreement, including but not limited to the independent verification as per subparagraph 5(b). The role of the Lead IA is contained in Appendix 6-A. The Executive Committee agrees, in principle, to provide the Lead IA with the fees set out in row 2.2 of Appendix 2-A.

Non-compliance with the Targets in the Agreement

11. Should the Country, for any reason, not meet the Targets for the elimination of Annex F 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 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 CO_2-eq 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 decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding 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 decisions 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 the information necessary to verify compliance with this Agreement.

Date of completion

14. The completion of the Plan 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 at that time there still be activities that are outstanding, and which were foreseen in the last Tranche Implementation Plan and its subsequent revisions as per subparagraph 5(d) and paragraph 7, the completion of the Plan will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per subparagraphs 1(a), 1(b), and 1(d) of Appendix 4-A will continue until the time of the completion of the Plan unless otherwise specified by the Executive Committee.

Validity

15. All 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 Agreement may be modified or terminated only by mutual written agreement of the Country and the Executive Committee of the Multilateral Fund.

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substances	Starting point for aggregate reductions in consumption (CO_2-eq tonnes)
HFCs	n/a

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars		2024	2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances	%	freeze	freeze	freeze	freeze	freeze	10	n/a
		CO_2-eq tonnes	475,254	475,254	475,254	475,254	475,254	427,729	n/a
1.2	Maximum allowable total consumption of Annex F substances	Reduction in %	0.0	0.0	0.0	0.0	0.0	10.0	n/a
		CO_2-eq tonnes	475,254	475,254	475,254	475,254	475,254	427,729	n/a
2.1	Lead IA (UNIDO) agreed funding (US $)		165,075	0	0	14,925	0	0	180,000
2.2	Support costs for Lead IA (US $)		21,460	0	0	1,940	0	0	23,400
3.1	Total agreed funding (US $)		165,075	0	0	14,925	0	0	180,000
3.2	Total support costs (US $)		21,460	0	0	1,940	0	0	23,400
3.3	Total agreed costs (US $)		186,535	0	0	16,865	0	0	203,400

APPENDIX 3-A: FUNDING APPROVAL SCHEDULE

1. Funding for the future tranches will be considered for approval at the first meeting of the year specified in Appendix 2-A.

APPENDIX 4-A: FORMAT OF THE TRANCHE IMPLEMENTATION REPORTS AND PLANS

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

(a) A narrative report, with data provided by tranche, describing the progress achieved since the previous report, reflecting the situation of the Country in regard to phase-down of Annex F substances, how the different activities contribute to it, and how they relate to each other, including, where applicable, activities related to energy efficiency approved in the context of HFC phase-down pursuant to decision 91/65. The report should include the amount of Annex F substances consumption reduced as a direct result of the implementation of activities, by substance, the alternative technology used and the related phase-in of alternatives, to allow the Secretariat to inform the Executive Committee on the

resulting change in climate-relevant emissions. The report should also include quantitative information on the activities implemented and further highlight the successes, experiences, and challenges related to the different activities included in the Plan, reflecting any changes in the circumstances in the Country, and providing other relevant information. The report should also include information on and justification for any changes vis-à-vis the previously submitted Tranche Implementation Plan(s), such as delays, use of flexibility for the reallocation of funds during implementation of a tranche as provided for in paragraph 7 of this Agreement, or other changes;

(b) An independent verification report on the Plan's results and the consumption of Annex F substances, as per subparagraph 5(b) of the Agreement. If not decided otherwise by the Executive Committee, such a verification of consumption data must be provided with each tranche request, covering all relevant years for which a verification report has not yet been acknowledged by the Committee, as specified in subparagraph 5(a) of the Agreement;

(c) A written description of the activities to be undertaken during the period covered by the requested tranche including quantitative information, highlighting implementation milestones, the time of completion and the interdependence of the activities, and taking into account experiences made and progress achieved in the implementation of earlier tranches; the data in the Plan will be provided by calendar year. The description should 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 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 subparagraph 1(a) above; and

(d) An Executive Summary of about five paragraphs, summarizing the information contained in subparagraphs 1(a) to 1(c) above.

APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES

1. The national ozone unit, under the Ministry of Environment in the Country, is responsible for monitoring the progress of implementation of activities in the Plan.

2. The monitoring will be conducted during the implementation of the Plan to ensure efficient and effective implementation; overall project coordination; stakeholder engagement and coordination; smooth implementation of activities planned under various tranches; delivery of trainings and other expected outcomes; and facilitation of the HFC consumption verification undertaken by the Lead IA.

3. The Ministry of Environment will be responsible for the sustainability of consumption reduction targets achieved through the Agreement.

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 Plan;

(b) Assisting the Country in the preparation of the Tranche Implementation Reports and Plans as per Appendix 4-A;

(c) Providing independent verification to the Executive Committee that the Targets have been met and associated tranche activities have been completed as indicated in the Tranche Implementation Plan, consistent with Appendix 4-A;

(d) Ensuring that the experiences and progress are reflected in the updates to the overall Plan and in the future Tranche Implementation Plans, consistent with subparagraph 1(c) of Appendix 4-A;

(e) Fulfilling the reporting requirements of the Tranche Implementation Reports and Plans and of the overall Plan as specified in Appendix 4-A for submission to the Executive Committee;

(f) In the event that the last funding tranche is requested one or more years prior to the last year for which a consumption target had been established, annual Tranche Implementation Reports and, where applicable, verification reports on the current stage of the Plan should be submitted until all activities foreseen had been completed and HFC consumption targets had been met;

(g) Ensuring that appropriate independent technical experts carry out the technical reviews;

(h) Carrying out the required supervision missions;

(i) Ensuring the presence of an operating mechanism to allow for an effective and transparent implementation of the Tranche Implementation Plan and accurate data reporting;

(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, the allocation of the reductions to the different budget items and to the funding of the Lead IA;

(k) Ensuring that disbursements made to the Country are based on the use of the indicators;

(l) Providing assistance with the policy, management and technical support when required; and

(m) Timely releasing funds to the Country/participating enterprises for completing the activities related to the project.

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 Plan's results and of the consumption of Annex F substances mentioned in Appendix 1-A, as per subparagraph 5(b) of the Agreement and subparagraph 1(b) of Appendix 4-A.

APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY WITH THE TARGETS IN THE AGREEMENT

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US $7.00 per CO_2-eq 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, on the understanding that the maximum funding reduction would not exceed the funding level of the tranche being requested. Additional measures might be considered in cases where non-compliance extends for two consecutive years. Where the Country has failed to comply with the Agreement due to illegal trade, the reduction in funding would not be applied if the illegally traded controlled substances are seized and subsequently confiscated, destroyed, exported, or returned to the country of origin.

BENIN
KIP for Benin

The Ninety-fifth Meeting of the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Benin for the period 2024–2029 to reduce HFC consumption by 10 per cent of the country's baseline by 2029, in the amount of US $406,800, consisting of US $220,000, plus agency support costs of US $28,600, for UNEP and US $140,000, plus agency support costs of US $18,200, for UNIDO, as reflected in the schedule contained in annex XXXVI to the present report;

(b) To note:

(i) That the Government of Benin would continue to monitor HFC consumption to understand the extent to which consumption reported in the baseline years was representative of the local market's needs and to assess future HFC demand, and that it would provide that analysis when submitting the second tranche of its KIP;

(ii) That, on the basis of the information provided in subparagraph (b)(i) above, the maximum allowable consumption limits for the remaining years of stage I of the KIP, as contained in Appendix 2-A to the future Agreement between the Government of Benin and the Executive Committee, would be revised, if appropriate, when the Committee considered the second tranche of the KIP;

(iii) That, upon completion of the end-user project included in stage I of the KIP, UNIDO would submit a final report on the implementation of that project, including the HFC phase-out and energy-efficiency gains achieved, in line with decision 92/36(g);

(c) To approve the first tranche of stage I of the KIP for Benin, and the corresponding tranche implementation plan, in the amount of US $200,575, consisting of US $117,500, plus agency support costs of US $15,275, for UNEP and US $60,000, plus agency support costs of US $7,800, for UNIDO; and

(d) To request the Government of Benin, UNEP, UNIDO and the Secretariat to finalize the draft Agreement between the Government of Benin and the Executive Committee for the reduction in consumption of HFCs, including the information contained in the annex referred to in subparagraph (a) above, and to submit it to a future meeting once the KIP Agreement template had been approved by the Executive Committee.

(UNEP/OzL.Pro/ExCom/95/94, Decision 95/59).
(Supporting document: UNEP/OzL.Pro/ExCom/95/94 Annex XXXVI).

Annex XXXVI

SCHEDULE OF HFC PHASE-DOWN COMMITMENTS AND FUNDING TRANCHES UNDER THE KIGALI HFC IMPLEMENTATION PLAN FOR BENIN

Kigali HFC implementation plan (stage I)

Row	Particulars	2024	2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances (CO_2-eq tonnes)	1,875,057	1,875,057	1,875,057	1,875,057	1,875,057	1,687,551	n/a
1.2	Maximum allowable total consumption of Annex F substances (CO_2-eq tonnes)	1,875,057	1,875,057	1,875,057	1,875,057	1,875,057	1,687,551	n/a
2.1	Lead IA (UNEP) agreed funding (US $)	117,500	0	0	102,500	0	0	220,000
2.2	Support costs for Lead IA (US $)	15,275	0	0	13,325	0	0	28,600
2.3	Cooperating IA (UNIDO) agreed funding (US $)	60,000	0	0	80,000	0	0	140,000
2.4	Support costs for Cooperating IA (US $)	7,800	0	0	10,400	0	0	18,200
3.1	Total agreed funding (US $)	177,500	0	0	182,500	0	0	360,000
3.2	Total support costs (US $)	23,075	0	0	23,725	0	0	46,800
3.3	Total agreed costs (US $)	200,575	0	0	206,225	0	0	406,800

KIP for the Plurinational State of Bolivia (Stage I)

At its **93rd meeting**, the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for the Plurinational State of Bolivia for the period 2023–2030 to reduce, by 2029, HFC consumption by 15 per cent of the country's baseline, in the amount of US $367,250, consisting of US $257,000, plus agency support costs of US $33,410, for UNIDO and US $68,000, plus agency support costs of US $8,840, for UNEP, as reflected in the schedule contained in annex XXXIX to the present report;

(b) To note:

(i) That the Government of the Plurinational State of Bolivia would continue to monitor its HFC consumption to understand the extent to which reported consumption in baseline years was representative of the local market's needs and to assess what future HFC demand would be, and would provide that analysis when submitting the second tranche of its KIP;

(ii) That, on the basis of the information provided in subparagraph (b)(i) above, the maximum allowable consumption limits for the remaining years of stage I of the KIP, as contained in Appendix 2-A to the future Agreement between the Government of the Plurinational State of Bolivia and the Executive Committee would be revised, if appropriate, when the Committee considered the second tranche of the KIP;

(c) To approve the first tranche of stage I of the KIP for the Plurinational State of Bolivia, and the corresponding tranche implementation plan, in the amount of US $219,220, consisting of US $153,500, plus agency support costs of US $19,955, for UNIDO, and US $40,500, plus agency support costs of US $5,265, for UNEP; and

(d) To request the Government of the Plurinational State of Bolivia, UNIDO, UNEP and the Secretariat to finalize the draft Agreement between the Government of the Plurinational State of Bolivia and the Executive Committee for the reduction in consumption of HFCs, including the information contained in the annex referred to in subparagraph (a) above, and to submit it to a future meeting once the KIP Agreement template had been approved by the Executive Committee.

UNEP/OzL.Pro/ExCom/93/105: Decision 93/55 and Annex XXXIX

At its **97th meeting**, the Executive Committee decided to approve the Agreement between the Government of the Plurinational State of Bolivia and the Executive Committee for the reduction in consumption of HFCs in accordance with stage I of the KIP, contained in annex XI to the present report.

UNEP/OzL.Pro/ExCom/97/91: Decision 97/17(c) and Annex XI

Annex XI

AGREEMENT BETWEEN THE GOVERNMENT OF THE PLURINATIONAL STATE OF BOLIVIA AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROFLUOROCARBONS IN ACCORDANCE WITH STAGE I OF THE KIGALI HFC IMPLEMENTATION PLAN

(Period: 2023–2030)

Purpose

1. This Agreement represents the understanding of the Government of the Plurinational State of Bolivia ("the Country") and the Executive Committee with respect to the reduction of controlled use of Annex F substances set out in Appendix 1-A ("The Substances") to a sustained level of 576,201 CO_2-equivalent (CO_2-eq) tonnes by 1 January 2029 in compliance with the Montreal Protocol schedule and the terms of this Agreement.

2. The Country agrees to meet the annual consumption limits of Annex F 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 Annex F 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 Annex F substances that exceeds the level defined in row 1.2 of Appendix 2-A as the final reduction step under this Agreement for Annex F substances specified in Appendix 1-A.

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 stage I of the Kigali HFC implementation plan ("the Plan") as approved. In accordance with subparagraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of Annex F substances 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.

Conditions for funding release

5. The Executive Committee will only provide the Funding, in accordance with the Funding Approval Schedule, when the Country satisfies the following conditions at least 10 weeks in advance of the applicable Executive Committee meeting set out in the Funding Approval Schedule:

(a) That the Country has met the Targets set out in row 1.2 of Appendix 2-A for all relevant years. Relevant years are all years since the year in which this Agreement was approved. Years for which there are no due country programme implementation reports at the date of the Executive Committee meeting at which the funding request is being presented are exempted;

(b) That the meeting of these Targets has been independently verified for all relevant years, unless the Executive Committee decided that such verification would not be required;

(c) That the Country had submitted a Tranche Implementation Report in accordance with Appendix 4-A ("Format of Tranche Implementation Reports and Plans") covering each previous calendar year; that it had achieved a significant level of implementation of

activities initiated with previously approved tranches; and that the rate of disbursement of funding available from the previously approved tranche was more than 20 per cent; and

(d) That the Country has submitted a Tranche Implementation Plan in accordance with Appendix 4-A covering each calendar year until and including the year for which the Funding Approval Schedule foresees the submission of the next tranche or, in case of the final tranche, until completion of all activities foreseen.

Monitoring

6. The Country will ensure that it conducts accurate monitoring of its activities under this Agreement. The institutions set out in Appendix 5-A ("Monitoring Institutions and Roles") will monitor and report on implementation of the activities in the previous Tranche Implementation Plans in accordance with their roles and responsibilities set out in the same appendix.

Flexibility in the reallocation of funds

7. The Executive Committee agrees that the Country may have the flexibility to reallocate part or all approved funds, according to the evolving circumstances, to achieve the smoothest reduction of consumption and phase-down of Annex F substances specified in Appendix 1-A, in accordance with the following considerations:

(a) Reallocations categorized as major changes must be documented in advance, either in a Tranche Implementation Plan as foreseen in subparagraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted 10 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 that would modify any clause of this Agreement;

(iii) Changes in the annual levels of funding allocated to the individual bilateral or implementing agencies for the different tranches;

(iv) Provision of funding for activities not included in the current endorsed Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 30 per cent of the total cost of the last approved tranche;

(v) Changes in alternative technologies, on the understanding that any submission for such a request would identify the associated incremental costs, the potential impact on the climate, and any differences in CO_2-eq tonnes to be phased down if applicable, as well as confirm that the Country agrees that potential savings related to the change of technology would accordingly decrease the overall funding level under this Agreement;

(b) Reallocations not categorized as major changes may be incorporated into the approved Tranche Implementation Plan, under implementation at the time, and reported to the Executive Committee in the subsequent Tranche Implementation Report; and

(c) Any remaining funds held by the bilateral or implementing agencies or the Country under the Plan will be returned to the Multilateral Fund upon completion of the last tranche foreseen under this Agreement.

8. Specific attention will be paid to the execution of activities in the refrigeration servicing sector included in the Plan, in particular that the Country may use the flexibility available under this Agreement to address specific needs that might arise during project implementation.

Bilateral and implementing agencies

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 the Lead IA and/or the Cooperating IA taking part in this Agreement.

10. The Lead IA will be responsible for ensuring coordinated planning, implementation and reporting of all activities under this Agreement, including but not limited to the independent verification as per subparagraph 5(b). The Cooperating IA will support the Lead IA by implementing the Plan under the overall coordination of the Lead IA. The roles of the Lead IA and the Cooperating IA are contained in Appendix 6-A and Appendix 6-B, respectively. 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.

Non-compliance with the Targets in the Agreement

11. Should the Country, for any reason, not meet the Targets for the elimination of Annex F 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 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 CO_2-eq 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 decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding 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 decisions 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.

Date of completion

14. The completion of the Plan 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 at that time there still be activities that are outstanding, and which were foreseen in the last Tranche Implementation Plan and its subsequent revisions as per subparagraph 5(d) and paragraph 7, the completion of the Plan will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per subparagraphs 1(a), 1(b), and 1(d) of Appendix 4-A

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

Validity

15. All 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 Agreement may be modified or terminated only by mutual written agreement of the Country and the Executive Committee of the Multilateral Fund.

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substances	Starting point for aggregate reductions in consumption (CO_2-eq tonnes)
HFCs	n/a

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars		2023	2024	2025	2026	2027	2028	2029	2030	Total
1.1	Montreal Protocol reduction schedule of Annex F substances	%	n/a	freeze	freeze	freeze	freeze	freeze	10	10	n/a
		CO_2-eq tonnes	n/a	677,884	677,884	677,884	677,884	677,884	610,096	610,096	n/a
1.2	Maximum allowable total consumption of Annex F substances	Reduction in %	n/a	0.0	0.0	0.0	0.0	0.0	15.0	15.0	n/a
		CO_2-eq tonnes	n/a	677,884	677,884	677,884	677,884	677,884	576,201	576,201	n/a
2.1	Lead IA (UNIDO) agreed funding (US $)		153,500	0	0	0	78,500	0	0	25,000	257,000
2.2	Support costs for Lead IA (US $)		19,955	0	0	0	10,205	0	0	3,250	33,410
2.3	Cooperating IA (UNEP) agreed funding (US $)		40,500	0	0	0	20,000	0	0	7,500	68,000
2.4	Support costs for Cooperating IA (US $)		5,265	0	0	0	2,600	0	0	975	8,840
3.1	Total agreed funding (US $)		194,000	0	0	0	98,500	0	0	32,500	325,000
3.2	Total support costs (US $)		25,220	0	0	0	12,805	0	0	4,225	42,250
3.3	Total agreed costs (US $)		219,220	0	0	0	111,305	0	0	36,725	367,250

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 THE TRANCHE IMPLEMENTATION REPORTS AND PLANS

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

(a) A narrative report, with data provided by tranche, describing the progress achieved since the previous report, reflecting the situation of the Country in regard to phase-down of Annex F substances, how the different activities contribute to it, and how they relate to each other, including, where applicable, activities related to energy efficiency approved in the context of HFC phase-down pursuant to decision 91/65. The report should include the amount of Annex F substances consumption reduced as a direct result of the implementation of activities, by substance, the alternative technology used and the related phase-in of alternatives, to allow the Secretariat to inform the Executive Committee on the resulting change in climate-relevant emissions. The report should also include quantitative information on the activities implemented and further highlight the successes, experiences, and challenges related to the different activities included in the Plan, reflecting any changes in the circumstances in the Country, and providing other relevant information. The report should also include information on and justification for any changes vis-à-vis the previously submitted Tranche Implementation Plan(s), such as delays, use of flexibility for the reallocation of funds during implementation of a tranche as provided for in paragraph 7 of this Agreement, or other changes;

(b) An independent verification report on the Plan's results and the consumption of Annex F substances, as per subparagraph 5(b) of the Agreement. If not decided otherwise by the Executive Committee, such a verification of consumption data must be provided with each tranche request, covering all relevant years for which a verification report has not yet been acknowledged by the Committee, as specified in subparagraph 5(a) of the Agreement;

(c) A written description of the activities to be undertaken during the period covered by the requested tranche including quantitative information, highlighting implementation milestones, the time of completion and the interdependence of the activities, and taking into account experiences made and progress achieved in the implementation of earlier tranches; the data in the Plan will be provided by calendar year. The description should 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 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 subparagraph 1(a) above; and

(d) An Executive Summary of about five paragraphs, summarizing the information contained in subparagraphs 1(a) to 1(c) above.

APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES

1. The Ministry of Environment and Water (*Ministerio de Medio Ambiente y Agua*, MMAyA) is the national focal point for the implementation of the Montreal Protocol in the Country.

2. The activities related to the implementation of the Plan will be carried out under the Vice Ministry of Environment, Biodiversity, Climate Change, and Forest Management and Development, through the Governmental Ozone Commission (*Comisión Gubernamental del Ozono*, CGO).

3. All activities under the Plan are included in the annual work plan of the MMAyA. Regular monitoring is conducted by MMAyA and the Lead IA and Cooperating IA, covering the following aspects:

(a) Management and coordination of the Plan implementation;

(b) Development and implementation of policies to enable the Government to fulfill its mandates and ensure that industry complies with HFC consumption reduction obligations;

(c) Continuous monitoring of the private sector in relation to the use of HFCs and potential alternatives;

(d) Organization and execution of training, awareness-raising, and capacity-building activities to ensure strong commitment to the Plan's goals and obligations;

(e) Preparation of annual implementation plans, including the sequencing of beneficiary participation in activities;

(f) Establishment and operation of a reporting system for users of HFCs and their alternatives;

(g) Design and application of corrective measures when necessary;

(h) Provision of ongoing technical assistance to project beneficiaries; and

(i) Establishment and operation of a decentralized monitoring and evaluation mechanism, including on the sustainability of the consumption reduction targets, in collaboration with local environmental regulatory authorities, to ensure sustainability of results.

4. The Country agrees to participate in evaluations carried out under the monitoring and evaluation work programmes of the Multilateral Fund or by any of the implementing agencies involved in the implementation of the Plan.

5. The Government will establish strategic alliances with other governmental institutions, industry associations, and academic bodies to strengthen its strategy and broaden the scope of its activities. These alliances may involve:

(a) Collaboration with training institutions that host refrigerant phase-out programmes and provide support to the servicing sector; and

(b) Coordination with the National Customs Office (*Aduana Nacional de Bolivia*, ANB), which develops, guides, and implements regulations, including those related to Montreal Protocol-controlled substances.

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 Plan;

(b) Assisting the Country in the preparation of the Tranche Implementation Reports and Plans as per Appendix 4-A;

(c) Providing independent verification to the Executive Committee that the Targets have been met and associated tranche activities have been completed as indicated in the Tranche Implementation Plan, consistent with Appendix 4-A;

(d) Ensuring that the experiences and progress are reflected in the updates to the overall Plan and in the future Tranche Implementation Plans, consistent with subparagraph 1(c) of Appendix 4-A;

(e) Fulfilling the reporting requirements of the Tranche Implementation Reports and Plans and of the overall Plan as specified in Appendix 4-A for submission to the Executive Committee, including the activities implemented by the Cooperating IA;

(f) In the event that the last funding tranche is requested one or more years prior to the last year for which a consumption target had been established, annual Tranche Implementation Reports and, where applicable, verification reports on the current stage of the Plan should be submitted until all activities foreseen had been completed and HFC consumption targets had been met;

(g) Ensuring that appropriate independent technical experts carry out the technical reviews;

(h) Carrying out the required supervision missions;

(i) Ensuring the presence of an operating mechanism to allow for an effective and transparent implementation of the Tranche Implementation Plan and accurate data reporting;

(j) Coordinating the activities of the Cooperating IA and ensuring the appropriate sequence of activities;

(k) In case of reductions in funding for failure to comply in accordance with paragraph 11 of the Agreement, to determine, in consultation with the Country and the Cooperating IA, the allocation of the reductions to the different budget items and to the funding of the Lead IA and each Cooperating IA;

(l) Ensuring that disbursements made to the Country are based on the use of the indicators;

(m) Providing assistance with the policy, management and technical support when required;

(n) Reaching consensus with the Cooperating IA on any planning, coordination and reporting arrangements required to facilitate the implementation of the Plan; and

(o) Timely releasing funds to the Country/participating enterprises for completing the activities related to the project.

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 Plan's results and of the consumption of Annex F substances mentioned in Appendix 1-A, as per subparagraph 5(b) of the Agreement and subparagraph 1(b) of Appendix 4-A.

APPENDIX 6-B: ROLE OF THE COOPERATING IMPLEMENTING AGENCIES

1. The Cooperating IA will be responsible for a range of activities. These activities are specified in the 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 referring to the Lead IA to ensure a coordinated sequence of activities;

(c) Providing reports to the Lead IA on these activities, for inclusion in the consolidated reports as per Appendix 4-A; and

(d) Reaching consensus with the Lead IA on any planning, coordination and reporting arrangements required to facilitate the implementation of the Plan.

APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY WITH THE TARGETS IN THE AGREEMENT

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US $7.00 per CO_2-eq 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, on the understanding that the maximum funding reduction would not exceed the funding level of the tranche being requested. Additional measures might be considered in cases where non-compliance extends for two consecutive years. Where the Country has failed to comply with the Agreement due to illegal trade, the reduction in funding would not be applied if the illegally traded controlled substances are seized and subsequently confiscated, destroyed, exported, or returned to the country of origin.

UNEP/OzL.Pro/ExCom/97/91: Decision 97/17(c) and Annex XI

BOSNIA AND HERZEGOVINA
KIP for Bosnia and Herzegovina

The Ninety-sixth Meeting of the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Bosnia and Herzegovina for the period 2025–2029, to reduce HFC consumption by 10 per cent of the country's baseline, in the amount of US $360,000, plus agency support costs of US $46,800, for UNIDO;

(b) To note that the Government of Bosnia and Herzegovina had submitted to the Ozone Secretariat a request for revision of the country's HFC baseline for consideration at the 74th meeting of the Implementation Committee;

(c) To approve the Agreement between the Government of Bosnia and Herzegovina and the Executive Committee for the reduction in consumption of HFCs in accordance with stage I of the KIP, contained in annex XXI to the present report;

(d) To request the Fund Secretariat, in the event that the country's baseline was revised, to update Appendix 2-A of the Agreement to include the revised figures for the Montreal Protocol HFC consumption limits and the maximum allowable consumption for stage I of the KIP, and to notify the Executive Committee of the resulting levels of maximum allowable consumption, with any necessary adjustments being made at the 98th meeting; and

(e) To approve the first tranche of stage I of the KIP for Bosnia and Herzegovina, and the corresponding tranche implementation plan, in the amount of US $216,000, plus agency support costs of US $28,080, for UNIDO.

(UNEP/OzL.Pro/ExCom/96/66, Decision 96/37).
(Supporting document: UNEP/OzL.Pro/ExCom/96/66 Annex XXI).

Annex XXI
AGREEMENT BETWEEN THE GOVERNMENT OF BOSNIA AND HERZEGOVINA AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROFLUOROCARBONS IN ACCORDANCE WITH STAGE I OF THE KIGALI HFC IMPLEMENTATION PLAN

(Period: 2025–2029)

Purpose

1. This Agreement represents the understanding of the Government of Bosnia and Herzegovina ("the Country") and the Executive Committee with respect to the reduction of controlled use of Annex F substances set out in Appendix 1-A ("The Substances") to a sustained level of 959,988 CO_2-equivalent (CO_2-eq) tonnes by 1 January 2029 in compliance with the Montreal Protocol schedule and the terms of this Agreement.

2. The Country agrees to meet the annual consumption limits of Annex F 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 Annex F 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 Annex F substances that exceeds the level defined in row 1.2 of Appendix 2-A as the final reduction step under this Agreement for Annex F substances specified in Appendix 1-A.

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 stage I of the Kigali HFC implementation plan ("the Plan") as approved. In accordance with subparagraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of Annex F substances 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.

Conditions for funding release

5. The Executive Committee will only provide the Funding, in accordance with the Funding Approval Schedule, when the Country satisfies the following conditions at least 10 weeks in advance of the applicable Executive Committee meeting set out in the Funding Approval Schedule:

(a) That the Country has met the Targets set out in row 1.2 of Appendix 2-A for all relevant years. Relevant years are all years since the year in which this Agreement was approved. Years for which there are no due country programme implementation reports at the date of the Executive Committee meeting at which the funding request is being presented are exempted;

(b) That the meeting of these Targets has been independently verified for all relevant years, unless the Executive Committee decided that such verification would not be required;

(c) That the Country had submitted a Tranche Implementation Report in accordance with Appendix 4-A ("Format of Tranche Implementation Reports and Plans") covering each previous calendar year; that it had achieved a significant level of implementation of activities initiated with previously approved tranches; and that the rate of disbursement of funding available from the previously approved tranche was more than 20 per cent; and

(d) That the Country has submitted a Tranche Implementation Plan in accordance with Appendix 4-A covering each calendar year until and including the year for which the Funding Approval Schedule foresees the submission of the next tranche or, in case of the final tranche, until completion of all activities foreseen.

Monitoring

6. The Country will ensure that it conducts accurate monitoring of its activities under this Agreement. The institutions set out in Appendix 5-A ("Monitoring Institutions and Roles") will monitor and report on implementation of the activities in the previous Tranche Implementation Plans in accordance with their roles and responsibilities set out in the same appendix.

Flexibility in the reallocation of funds

7. The Executive Committee agrees that the Country may have the flexibility to reallocate part or all approved funds, according to the evolving circumstances, to achieve the smoothest reduction of consumption and phase-down of Annex F substances specified in Appendix 1-A, in accordance with the following considerations:

(a) Reallocations categorized as major changes must be documented in advance, either in a Tranche Implementation Plan as foreseen in subparagraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted 10 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 that would modify any clause of this Agreement;

(iii) Changes in the annual levels of funding allocated to the individual bilateral or implementing agencies for the different tranches;

(iv) Provision of funding for activities not included in the current endorsed Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 30 per cent of the total cost of the last approved tranche;

(v) Changes in alternative technologies, on the understanding that any submission for such a request would identify the associated incremental costs, the potential impact on the climate, and any differences in CO_2-eq tonnes to be phased down if applicable, as well as confirm that the Country agrees that potential savings related to the change of technology would accordingly decrease the overall funding level under this Agreement;

(b) Reallocations not categorized as major changes may be incorporated into the approved Tranche Implementation Plan, under implementation at the time, and reported to the Executive Committee in the subsequent Tranche Implementation Report; and

(c) Any remaining funds held by the bilateral or implementing agencies or the Country under the Plan will be returned to the Multilateral Fund upon completion of the last tranche foreseen under this Agreement.

8. Specific attention will be paid to the execution of activities in the refrigeration servicing sector included in the Plan, in particular that the Country may use the flexibility available under this Agreement to address specific needs that might arise during project implementation.

Bilateral and implementing agencies

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") 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 the Lead IA taking part in this Agreement.

10. The Lead IA will be responsible for ensuring coordinated planning, implementation and reporting of all activities under this Agreement, including but not limited to the independent verification as per subparagraph 5(b). The role of the Lead IA is contained in Appendix 6-A. The Executive Committee agrees, in principle, to provide the Lead IA with the fees set out in row 2.2 of Appendix 2-A.

Non-compliance with the Targets in the Agreement

11. Should the Country, for any reason, not meet the Targets for the elimination of Annex F 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 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 CO_2-eq 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 decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding 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 decisions that may affect the funding of any other consumption sector projects or any other related activities in the Country.

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

Date of completion

14. The completion of the Plan 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 at that time there still be activities that are outstanding, and which were foreseen in the last Tranche Implementation Plan and its subsequent revisions as per subparagraph 5(d) and paragraph 7, the completion of the Plan will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per subparagraphs 1(a), 1(b), and 1(d) of Appendix 4-A will continue until the time of the completion of the Plan unless otherwise specified by the Executive Committee.

Validity

15. All 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 Agreement may be modified or terminated only by mutual written agreement of the Country and the Executive Committee of the Multilateral Fund.

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substances	Starting point for aggregate reductions in consumption
HFCs	n/a

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars		2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances	%	freeze	freeze	freeze	freeze	10	n/a
		CO_2-eq tonnes	1,066,653	1,066,653	1,066,653	1,066,653	959,988	n/a
1.2	Maximum allowable total consumption of Annex F substances	Reduction in %	0.0	0.0	0.0	0.0	10.0	n/a
		CO_2-eq tonnes	1,066,653	1,066,653	1,066,653	1,066,653	959,988	n/a
2.1	Lead IA (UNIDO) agreed funding (US $)		216,000	0	144,000	0	0	360,000
2.2	Support costs for Lead IA (US $)		28,080	0	18,720	0	0	46,800
3.1	Total agreed funding (US $)		216,000	0	144,000	0	0	360,000
3.2	Total support costs (US $)		28,080	0	18,720	0	0	46,800
3.3	Total agreed costs (US $)		244,080	0	162,720	0	0	406,800

APPENDIX 3-A: FUNDING APPROVAL SCHEDULE

1. Funding for the future tranches will be considered for approval at the first meeting of the year specified in Appendix 2-A.

APPENDIX 4-A: FORMAT OF THE TRANCHE IMPLEMENTATION REPORTS AND PLANS

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

(a) A narrative report, with data provided by tranche, describing the progress achieved since the previous report, reflecting the situation of the Country in regard to phase-down of Annex F substances, how the different activities contribute to it, and how they relate to each other, including, where applicable, activities related to energy efficiency approved in the context of HFC phase-down pursuant to decision 91/65. The report should include the amount of Annex F substances consumption reduced as a direct result of the implementation of activities, by substance, the alternative technology used and the related phase in of alternatives, to allow the Secretariat to inform the Executive Committee on the resulting change in climate relevant emissions. The report should also include quantitative information on the activities implemented and further highlight the successes, experiences, and challenges related to the different activities included in the Plan, reflecting any changes in the circumstances in the Country, and providing other relevant information. The report should also include information on and justification for any changes vis-à-vis the previously submitted Tranche Implementation Plan(s), such as delays, use of flexibility for the reallocation of funds during implementation of a tranche as provided for in paragraph 7 of this Agreement, or other changes;

(b) An independent verification report on the Plan's results and the consumption of Annex F substances, as per subparagraph 5(b) of the Agreement. If not decided otherwise by the Executive Committee, such a verification of consumption data must be provided with each tranche request, covering all relevant years for which a verification report has not yet been acknowledged by the Committee, as specified in subparagraph 5(a) of the Agreement;

(c) A written description of the activities to be undertaken during the period covered by the requested tranche including quantitative information, highlighting implementation

milestones, the time of completion and the interdependence of the activities, and taking into account experiences made and progress achieved in the implementation of earlier tranches; the data in the Plan will be provided by calendar year. The description should 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 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 subparagraph 1(a) above; and

(d) An Executive Summary of about five paragraphs, summarizing the information of the above subparagraphs 1(a) to 1(c).

APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES

1. All the monitoring activities will be coordinated and managed through the project "Monitoring and Management Unit," within the national ozone unit (NOU).

2. The NOU is the focal point for coordinating the implementation of all ODS phase-out and HFC phase-down activities in the Country on behalf of the Ministry of Foreign Trade and Economic Relations. Implementation of the planned project activities and the sustainability of results will thus be allocated to the NOU in cooperation with the Lead IA.

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 Plan;

(b) Assisting the Country in the preparation of the Tranche Implementation Reports and Plans as per Appendix 4-A;

(c) Providing independent verification to the Executive Committee that the Targets have been met and associated tranche activities have been completed as indicated in the Tranche Implementation Plan, consistent with Appendix 4-A;

(d) Ensuring that the experiences and progress are reflected in the updates to the overall Plan and in the future Tranche Implementation Plans, consistent with subparagraph 1(c) of Appendix 4-A;

(e) Fulfilling the reporting requirements of the Tranche Implementation Reports and Plans and of the overall Plan as specified in Appendix 4-A for submission to the Executive Committee;

(f) In the event that the last funding tranche is requested one or more years prior to the last year for which a consumption target had been established, annual Tranche Implementation Reports and, where applicable, verification reports on the current stage of the Plan should be submitted until all activities foreseen had been completed and HFC consumption targets had been met;

(g) Ensuring that appropriate independent technical experts carry out the technical reviews;

(h) Carrying out the required supervision missions;

(i) Ensuring the presence of an operating mechanism to allow for an effective and transparent implementation of the Tranche Implementation Plan and accurate data reporting;

(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, the allocation of the reductions to the different budget items and to the funding of the Lead IA;

(k) Ensuring that disbursements made to the Country are based on the use of the indicators;

(l) Providing assistance with the policy, management and technical support when required; and

(m) Timely releasing funds to the Country/participating enterprises for completing the activities related to the project.

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 Plan's results and of the consumption of Annex F substances mentioned in Appendix 1-A, as per subparagraph 5(b) of the Agreement and subparagraph 1(b) of Appendix 4-A.

APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY WITH THE TARGETS IN THE AGREEMENT

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US $7.00 per CO_2-eq 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, on the understanding that the maximum funding reduction would not exceed the funding level of the tranche being requested. Additional measures might be considered in cases where non-compliance extends for two consecutive years. Where the country has failed to comply with the Agreement due to illegal trade, the reduction in funding would not be applied if the illegally traded controlled substances are seized and subsequently, confiscated, destroyed, exported, or returned to the country of origin.

KIP for Botswana (Stage I)

At its **97th meeting**, the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Botswana for the period from 2025 to 2029 to reduce HFC consumption by 15 per cent of the country's baseline, in the amount of US $178,540, consisting of US $109,000, plus agency support costs of US $14,170, for UNEP and US $49,000, plus agency support costs of US $6,370, for UNIDO;

(b) To note:

(i) The commitment of the Government of Botswana to supporting reductions in HFC consumption in advance of the Montreal Protocol targets;

(ii) That the Government of Botswana would ban the import of HFC-based domestic refrigerators from 1 January 2029;

(iii) That, if the HFC consumption level for Botswana for the year 2025 was above the Montreal Protocol control limits or the maximum allowable consumption in the future Agreement between the Government of Botswana and the Executive Committee, on the understanding that the Government of Botswana would continue to make every effort to meet those control limits, the Secretariat would inform and seek guidance from the Executive Committee on the procedure to follow in light of decision XXXV/16, on addressing the impacts of the COVID-19 pandemic on HFC baseline consumption for certain parties, of the Thirty-Fifth Meeting of the Parties;

(c) To approve the Agreement between the Government of Botswana and the Executive Committee for the reduction in consumption of HFCs in accordance with stage I of the KIP, contained in annex XLIX to the present report; and

(d) To approve the first tranche of stage I of the KIP for Botswana, and the corresponding tranche implementation plan, in the amount of US $107,915, consisting of US $62,500, plus agency support costs of US $8,125, for UNEP and US $33,000, plus agency support costs of US $4,290, for UNIDO.

UNEP/OzL.Pro/ExCom/97/91: Decision 97/57 and Annex XLIX

Annex XLIX

AGREEMENT BETWEEN THE GOVERNMENT OF BOTSWANA AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROFLUOROCARBONS IN ACCORDANCE WITH STAGE I OF THE KIGALI HFC IMPLEMENTATION PLAN

(Period: 2025–2029)

Purpose

1. This Agreement represents the understanding of the Government of Botswana ("the Country") and the Executive Committee with respect to the reduction of controlled use of Annex F substances set out in Appendix 1-A ("The Substances") to a sustained level of 331,493 CO_2-equivalent (CO_2-eq) tonnes by 1 January 2029 in compliance with the Montreal Protocol schedule and the terms of this Agreement.

2. The Country agrees to meet the annual consumption limits of Annex F 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 Annex F 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 Annex F substances that exceeds the level defined in row 1.2 of Appendix 2-A as the final reduction step under this Agreement for Annex F substances specified in Appendix 1-A.

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 stage I of the Kigali HFC implementation plan ("the Plan") as approved. In accordance with subparagraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of Annex F substances 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.

Conditions for funding release

5. The Executive Committee will only provide the Funding, in accordance with the Funding Approval Schedule, when the Country satisfies the following conditions at least 10 weeks in advance of the applicable Executive Committee meeting set out in the Funding Approval Schedule:

(a) That the Country has met the Targets set out in row 1.2 of Appendix 2-A for all relevant years. Relevant years are all years since the year in which this Agreement was approved. Years for which there are no due country programme implementation reports at the date of the Executive Committee meeting at which the funding request is being presented are exempted;

(b) That the meeting of these Targets has been independently verified for all relevant years, unless the Executive Committee decided that such verification would not be required;

(c) That the Country had submitted a Tranche Implementation Report in accordance with Appendix 4-A ("Format of Tranche Implementation Reports and Plans") covering each previous calendar year; that it had achieved a significant level of implementation of

activities initiated with previously approved tranches; and that the rate of disbursement of funding available from the previously approved tranche was more than 20 per cent; and

(d) That the Country has submitted a Tranche Implementation Plan in accordance with Appendix 4-A covering each calendar year until and including the year for which the Funding Approval Schedule foresees the submission of the next tranche or, in case of the final tranche, until completion of all activities foreseen.

Monitoring

6. The Country will ensure that it conducts accurate monitoring of its activities under this Agreement. The institutions set out in Appendix 5-A ("Monitoring Institutions and Roles") will monitor and report on implementation of the activities in the previous Tranche Implementation Plans in accordance with their roles and responsibilities set out in the same appendix.

Flexibility in the reallocation of funds

7. The Executive Committee agrees that the Country may have the flexibility to reallocate part or all approved funds, according to the evolving circumstances, to achieve the smoothest reduction of consumption and phase-down of Annex F substances specified in Appendix 1-A, in accordance with the following considerations:

(a) Reallocations categorized as major changes must be documented in advance, either in a Tranche Implementation Plan as foreseen in subparagraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted 10 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 that would modify any clause of this Agreement;

(iii) Changes in the annual levels of funding allocated to the individual bilateral or implementing agencies for the different tranches;

(iv) Provision of funding for activities not included in the current endorsed Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 30 per cent of the total cost of the last approved tranche;

(v) Changes in alternative technologies, on the understanding that any submission for such a request would identify the associated incremental costs, the potential impact on the climate, and any differences in CO_2-eq tonnes to be phased down if applicable, as well as confirm that the Country agrees that potential savings related to the change of technology would accordingly decrease the overall funding level under this Agreement;

(b) Reallocations not categorized as major changes may be incorporated into the approved Tranche Implementation Plan, under implementation at the time, and reported to the Executive Committee in the subsequent Tranche Implementation Report; and

(c) Any remaining funds held by the bilateral or implementing agencies or the Country under the Plan will be returned to the Multilateral Fund upon completion of the last tranche foreseen under this Agreement.

8. Specific attention will be paid to the execution of activities in the refrigeration servicing sector included in the Plan, in particular that the Country may use the flexibility available under this Agreement to address specific needs that might arise during project implementation.

Bilateral and implementing agencies

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"). 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 the Lead IA and/or Cooperating IA taking part in this Agreement.

10. The Lead IA will be responsible for ensuring coordinated planning, implementation and reporting of all activities under this Agreement, including but not limited to the independent verification as per subparagraph 5(b). The Cooperating IA will support the Lead IA by implementing the Plan under the overall coordination of the Lead IA. The roles of the Lead IA and Cooperating IA are contained in Appendix 6-A and Appendix 6-B, respectively. 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.

Non-compliance with the Targets in the Agreement

11. Should the Country, for any reason, not meet the Targets for the elimination of Annex F 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 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 CO_2-eq 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 decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding 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 decisions 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.

Date of completion

14. The completion of the Plan 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 at that time there still be activities that are outstanding, and which were foreseen in the last Tranche Implementation Plan and its subsequent revisions as per subparagraph 5(d) and paragraph 7, the completion of the Plan will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per subparagraphs 1(a), 1(b),

and 1(d) of Appendix 4-A will continue until the time of the completion of the Plan unless otherwise specified by the Executive Committee.

Validity

15. All 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 Agreement may be modified or terminated only by mutual written agreement of the Country and the Executive Committee of the Multilateral Fund.

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substances	Starting point for aggregate reductions in consumption (CO_2-eq tonnes)
HFCs	n/a

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars		2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances	%	freeze	freeze	freeze	freeze	10	n/a
		CO_2-eq tonnes	389,992	389,992	389,992	389,992	350,993	n/a
1.2	Maximum allowable total consumption of Annex F substances	Reduction in %	0.0	0.0	0.0	0.0	15.0	n/a
		CO_2-eq tonnes	389,992	389,992	389,992	389,992	331,493	n/a
2.1	Lead IA (UNEP) agreed funding (US $)		62,500	0	0	46,500	0	109,000
2.2	Support costs for Lead IA (US $)		8,125	0	0	6,045	0	14,170
2.3	Cooperating IA (UNIDO) agreed funding (US $)		33,000	0	0	16,000	0	49,000
2.4	Support costs for Cooperating IA (US $)		4,290	0	0	2,080	0	6,370
3.1	Total agreed funding (US $)		95,500	0	0	62,500	0	158,000
3.2	Total support costs (US $)		12,415	0	0	8,125	0	20,540
3.3	Total agreed costs (US $)		107,915	0	0	70,625	0	178,540

APPENDIX 3-A: FUNDING APPROVAL SCHEDULE

1. Funding for the future tranches will be considered for approval at the first meeting of the year specified in Appendix 2-A.

APPENDIX 4-A: FORMAT OF THE TRANCHE IMPLEMENTATION REPORTS AND PLANS

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

(a) A narrative report, with data provided by tranche, describing the progress achieved since the previous report, reflecting the situation of the Country in regard to phase-down of Annex F substances, how the different activities contribute to it, and how they relate to each other, including, where applicable, activities related to energy efficiency approved in the context of HFC phase-down pursuant to decision 91/65. The report should include the

amount of Annex F substances consumption reduced as a direct result of the implementation of activities, by substance, the alternative technology used and the related phase in of alternatives, to allow the Secretariat to inform the Executive Committee on the resulting change in climate relevant emissions. The report should also include quantitative information on the activities implemented and further highlight the successes, experiences, and challenges related to the different activities included in the Plan, reflecting any changes in the circumstances in the Country, and providing other relevant information. The report should also include information on and justification for any changes vis-à-vis the previously submitted Tranche Implementation Plan(s), such as delays, use of flexibility for the reallocation of funds during implementation of a tranche as provided for in paragraph 7 of this Agreement, or other changes;

(b) An independent verification report on the Plan's results and the consumption of Annex F substances, as per subparagraph 5(b) of the Agreement. If not decided otherwise by the Executive Committee, such a verification of consumption data must be provided with each tranche request, covering all relevant years for which a verification report has not yet been acknowledged by the Committee, as specified in subparagraph 5(a) of the Agreement;

(c) A written description of the activities to be undertaken during the period covered by the requested tranche including quantitative information, highlighting implementation milestones, the time of completion and the interdependence of the activities, and taking into account experiences made and progress achieved in the implementation of earlier tranches; the data in the Plan will be provided by calendar year. The description should 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 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 subparagraph 1(a) above; and

(d) An Executive Summary of about five paragraphs, summarizing the information contained in subparagraphs 1(a) to 1(c) above.

APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES

1. The Botswana Meteorological Services Department of the Ministry of Environment, Natural Resources Conservation and Tourism in the Country will be responsible for the overall project monitoring of all activities under the Plan. The national ozone unit (NOU), which is at the Botswana Meteorological Services Department, will be responsible for planning, coordinating, and carrying out daily works of project implementation. It will also assist the Government and non-government organizations to streamline their activities for smooth implementation of the projects. The NOU will submit annual progress reports on the status of implementation to the Lead IA and the Cooperating IA to monitor the progress of implementation of the Plan. The NOU will facilitate the HFC consumption verification undertaken by the Lead IA.

2. Annual consumption of HFCs will be monitored by the NOU in collaboration with the Customs Department and the Ministry of Trade and Commerce. The Ministry of Trade and Commerce is a licensing authority that will issue import and export permits, while the Customs Department will control and monitor the import and export of HFCs at the point of entry. The NOU will liaise with importers of HFCs to obtain necessary data for the reconciliation of statistics on a periodic basis.

3. The NOU will undertake regular inspection of refrigeration and air-conditioning (RAC) training centres and RAC servicing workshops to monitor the condition of RAC servicing tools distributed under the Plan.

4. The NOU will also undertake a market survey to gauge the penetration of non-HFC substitutes and alternative technologies in the RAC sector. The NOU will monitor the implementation of capacity-building activities with relevant agencies, e.g., RAC technician training and customs and enforcement officer training.

5. The Ministry of Environment, Natural Resources Conservation and Tourism will be responsible for the sustainability of consumption reduction targets achieved through the Agreement.

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 Plan;

(b) Assisting the Country in the preparation of the Tranche Implementation Reports and Plans as per Appendix 4-A;

(c) Providing independent verification to the Executive Committee that the Targets have been met and associated tranche activities have been completed as indicated in the Tranche Implementation Plan, consistent with Appendix 4-A;

(d) Ensuring that the experiences and progress are reflected in the updates to the overall Plan and in the future Tranche Implementation Plans, consistent with subparagraph 1(c) of Appendix 4-A;

(e) Fulfilling the reporting requirements of the Tranche Implementation Reports and Plans and of the overall Plan as specified in Appendix 4-A for submission to the Executive Committee including the activities implemented by the Cooperating IA;

(f) In the event that the last funding tranche is requested one or more years prior to the last year for which a consumption target had been established, annual Tranche Implementation Reports and, where applicable, verification reports on the current stage of the Plan should be submitted until all activities foreseen had been completed and HFC consumption targets had been met;

(g) Ensuring that appropriate independent technical experts carry out the technical reviews;

(h) Carrying out the required supervision missions;

(i) Ensuring the presence of an operating mechanism to allow for an effective and transparent implementation of the Tranche Implementation Plan and accurate data reporting;

(j) Coordinating the activities of the Cooperating IA and ensuring the appropriate sequence of activities;

(k) In case of reductions in funding for failure to comply in accordance with paragraph 11 of the Agreement, to determine, in consultation with the Country and the Cooperating IA, the allocation of the reductions to the different budget items and to the funding of the Lead IA and the Cooperating IA;

(l) Ensuring that disbursements made to the Country are based on the use of the indicators;

(m) Providing assistance with the policy, management and technical support when required;

(n) Reaching consensus with the Cooperating IA on any planning, coordination and reporting arrangements required to facilitate the implementation of the Plan; and

(o) Timely releasing funds to the Country/participating enterprises for completing the activities related to the project.

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 Plan's results and of the consumption of Annex F substances mentioned in Appendix 1-A, as per subparagraph 5(b) of the Agreement and subparagraph 1(b) of Appendix 4-A.

APPENDIX 6-B: ROLE OF THE COOPERATING IMPLEMENTING AGENCIES

1. The Cooperating IA will be responsible for a range of activities. These activities are specified in the 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 referring to the Lead IA to ensure a coordinated sequence of activities;

(c) Providing reports to the Lead IA on these activities, for inclusion in the consolidated reports as per Appendix 4-A; and

(d) Reaching consensus with the Lead IA on any planning, coordination and reporting arrangements required to facilitate the implementation of the Plan.

APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY WITH THE TARGETS IN THE AGREEMENT

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US $7.00 CO_2-eq 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, on the understanding that the maximum funding reduction would not exceed the funding level of the tranche being requested. Additional measures might be considered in cases where non-compliance extends for two consecutive years. Where the Country has failed to comply with the Agreement due to illegal trade, the reduction in funding would not be applied if the illegally traded controlled substances are seized and subsequently confiscated, destroyed, exported, or returned to the country of origin.

UNEP/OzL.Pro/ExCom/97/91: Decision 97/57 and Annex XLIX

KIP for Burkina Faso (Stage I)

At its **94th meeting**, the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Burkina Faso for the period 2024-2029 to reduce HFC consumption by 30 per cent of the country's baseline by 2029, in the amount of US $325,000, plus agency support costs of US $42,250, for the Government of Germany, as reflected in the schedule contained in annex XXXII to the present report;

(b) To note:

(i) That the Government of Burkina Faso would establish its starting point for sustained aggregate reductions in HFC consumption based on guidance provided by the Executive Committee;

(ii) That, once the cost guidelines for HFC phase-down had been agreed by the Executive Committee, reductions from the country's remaining HFC consumption eligible for funding would be determined in line with those guidelines;

(iii) That the reductions from the country's remaining HFC consumption eligible for funding referred to in subparagraph (b)(ii) above would be deducted from the starting point referred to in subparagraph (b)(i) above;

(iv) That, during the implementation of stage I of the KIP, the Government of Burkina Faso would be allowed, on an exceptional basis, to submit a project for the commercial refrigeration sector to achieve additional HFC reductions;

(c) To request the Government of Germany, on behalf of the Government of Burkina Faso, to submit, for consideration at the 95th meeting, a detailed plan for the establishment of the refrigerant distribution centre, including a potential business model for ensuring the viability of the centre;

(d) To approve the first tranche of stage I of the KIP for Burkina Faso, and the corresponding tranche implementation plan, in the amount of US $162,500, plus agency support costs of US $21,125, for the Government of Germany, on the understanding that no disbursement would be made towards the establishment of the refrigerant distribution centre until the Executive Committee considered, on an extraordinary basis, the plan referred to in subparagraph (c) above; and

(e) To request the Government of Burkina Faso, the Government of Germany and the Secretariat to finalize the draft Agreement between the Government of Burkina Faso and the Executive Committee for the reduction in consumption of HFCs, including the information contained in the annex referred to in subparagraph (a) above, and to submit it to a future meeting once the KIP Agreement template had been approved by the Executive Committee.

UNEP/OzL.Pro/ExCom/94/67: Decision 94/40 and Annex XXXII

At its **97th meeting**, the Executive Committee decided to approve the Agreement between the Government of Burkina Faso and the Executive Committee for the reduction in consumption of HFCs in accordance with stage I of the KIP, contained in annex XII to the present report.

UNEP/OzL.Pro/ExCom/97/91: Decision 97/17(d) and Annex XII

Annex XII

AGREEMENT BETWEEN THE GOVERNMENT OF BURKINA FASO AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROFLUOROCARBONS IN ACCORDANCE WITH STAGE I OF THE KIGALI HFC IMPLEMENTATION PLAN

(Period: 2024–2029)

Purpose

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 Annex F substances set out in Appendix 1-A ("The Substances") to a sustained level of 735,075 CO_2-equivalent (CO_2-eq) tonnes by 1 January 2029 in compliance with the Montreal Protocol schedule and the terms of this Agreement.

2. The Country agrees to meet the annual consumption limits of Annex F 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 Annex F 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 Annex F substances that exceeds the level defined in row 1.2 of Appendix 2-A as the final reduction step under this Agreement for Annex F substances specified in Appendix 1-A.

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 stage I of the Kigali HFC implementation plan ("the Plan") as approved. In accordance with subparagraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of Annex F substances 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.

Conditions for funding release

5. The Executive Committee will only provide the Funding, in accordance with the Funding Approval Schedule, when the Country satisfies the following conditions at least 10 weeks in advance of the applicable Executive Committee meeting set out in the Funding Approval Schedule:

(a) That the Country has met the Targets set out in row 1.2 of Appendix 2-A for all relevant years. Relevant years are all years since the year in which this Agreement was approved. Years for which there are no due country programme implementation reports at the date of the Executive Committee meeting at which the funding request is being presented are exempted;

(b) That the meeting of these Targets has been independently verified for all relevant years, unless the Executive Committee decided that such verification would not be required;

(c) That the Country had submitted a Tranche Implementation Report in accordance with Appendix 4-A ("Format of Tranche Implementation Reports and Plans") covering each previous calendar year; that it had achieved a significant level of implementation of

activities initiated with previously approved tranches; and that the rate of disbursement of funding available from the previously approved tranche was more than 20 per cent; and

(d) That the Country has submitted a Tranche Implementation Plan in accordance with Appendix 4-A covering each calendar year until and including the year for which the Funding Approval Schedule foresees the submission of the next tranche or, in case of the final tranche, until completion of all activities foreseen.

Monitoring

6. The Country will ensure that it conducts accurate monitoring of its activities under this Agreement. The institutions set out in Appendix 5-A ("Monitoring Institutions and Roles") will monitor and report on implementation of the activities in the previous Tranche Implementation Plans in accordance with their roles and responsibilities set out in the same appendix.

Flexibility in the reallocation of funds

7. The Executive Committee agrees that the Country may have the flexibility to reallocate part or all approved funds, according to the evolving circumstances, to achieve the smoothest reduction of consumption and phase-down of Annex F substances specified in Appendix 1-A, in accordance with the following considerations:

(a) Reallocations categorized as major changes must be documented in advance, either in a Tranche Implementation Plan as foreseen in subparagraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted 10 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 that would modify any clause of this Agreement;

(iii) Changes in the annual levels of funding allocated to the individual bilateral or implementing agencies for the different tranches;

(iv) Provision of funding for activities not included in the current endorsed Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 30 per cent of the total cost of the last approved tranche;

(v) Changes in alternative technologies, on the understanding that any submission for such a request would identify the associated incremental costs, the potential impact on the climate, and any differences in CO_2-eq tonnes to be phased down if applicable, as well as confirm that the Country agrees that potential savings related to the change of technology would accordingly decrease the overall funding level under this Agreement;

(b) Reallocations not categorized as major changes may be incorporated into the approved Tranche Implementation Plan, under implementation at the time, and reported to the Executive Committee in the subsequent Tranche Implementation Report; and

(c) Any remaining funds held by the bilateral or implementing agencies or the Country under the Plan will be returned to the Multilateral Fund upon completion of the last tranche foreseen under this Agreement.

8. Specific attention will be paid to the execution of activities in the refrigeration servicing sector included in the Plan, in particular that the Country may use the flexibility available under this Agreement to address specific needs that might arise during project implementation.

Bilateral and implementing agencies

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 the Lead IA taking part in this Agreement.

10. The Lead IA will be responsible for ensuring coordinated planning, implementation and reporting of all activities under this Agreement, including but not limited to the independent verification as per subparagraph 5(b). The role of the Lead IA is contained in Appendix 6-A. The Executive Committee agrees, in principle, to provide the Lead IA with the fees set out in row 2.2 of Appendix 2-A.

Non-compliance with the Targets in the Agreement

11. Should the Country, for any reason, not meet the Targets for the elimination of Annex F 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 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 CO_2-eq 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 decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding 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 decisions 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 the information necessary to verify compliance with this Agreement.

Date of completion

14. The completion of the Plan 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 at that time there still be activities that are outstanding, and which were foreseen in the last Tranche Implementation Plan and its subsequent revisions as per subparagraph 5(d) and paragraph 7, the completion of the Plan will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per subparagraphs 1(a), 1(b), and 1(d) of Appendix 4-A will continue until the time of the completion of the Plan unless otherwise specified by the Executive Committee.

Validity

15. All 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 Agreement may be modified or terminated only by mutual written agreement of the Country and the Executive Committee of the Multilateral Fund.

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substances	Starting point for aggregate reductions in consumption (CO_2-eq tonnes)
HFCs	n/a

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars		2024	2025-2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances	%	freeze	freeze	freeze	freeze	10	n/a
		CO_2-eq tonnes	1,049,523	1,049,523	1,049,523	1,049,523	944,571	n/a
1.2	Maximum allowable total consumption of Annex F substances	Reduction in %	22.2	22.2	22.2	22.2	30.0	n/a
		CO_2-eq tonnes	816,746	816,746	816,746	816,746	735,075	n/a
2.1	Lead IA (Germany) agreed funding (US $)		162,500	0	162,500	0	0	325,000
2.2	Support costs for Lead IA (US $)		21,125	0	21,125	0	0	42,250
3.1	Total agreed funding (US $)		162,500	0	162,500	0	0	325,000
3.2	Total support costs (US $)		21,125	0	21,125	0	0	42,250
3.3	Total agreed costs (US $)		183,625	0	183,625	0	0	367,250

APPENDIX 3-A: FUNDING APPROVAL SCHEDULE

1. Funding for the future tranches will be considered for approval at the first meeting of the year specified in Appendix 2-A.

APPENDIX 4-A: FORMAT OF THE TRANCHE IMPLEMENTATION REPORTS AND PLANS

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

(a) A narrative report, with data provided by tranche, describing the progress achieved since the previous report, reflecting the situation of the Country in regard to phase-down of Annex F substances, how the different activities contribute to it, and how they relate to each other, including, where applicable, activities related to energy efficiency approved in the context of HFC phase-down pursuant to decision 91/65. The report should include the amount of Annex F substances consumption reduced as a direct result of the implementation of activities, by substance, the alternative technology used and the related phase-in of alternatives, to allow the Secretariat to inform the Executive Committee on the resulting change in climate-relevant emissions. The report should also include quantitative information on the activities implemented and further highlight the successes, experiences, and challenges related to the different activities included in the Plan, reflecting any changes

in the circumstances in the Country, and providing other relevant information. The report should also include information on and justification for any changes vis-à-vis the previously submitted Tranche Implementation Plan(s), such as delays, use of flexibility for the reallocation of funds during implementation of a tranche as provided for in paragraph 7 of this Agreement, or other changes;

(b) An independent verification report on the Plan's results and the consumption of Annex F substances, as per subparagraph 5(b) of the Agreement. If not decided otherwise by the Executive Committee, such a verification of consumption data must be provided with each tranche request, covering all relevant years for which a verification report has not yet been acknowledged by the Committee, as specified in subparagraph 5(a) of the Agreement;

(c) A written description of the activities to be undertaken during the period covered by the requested tranche including quantitative information, highlighting implementation milestones, the time of completion and the interdependence of the activities, and taking into account experiences made and progress achieved in the implementation of earlier tranches; the data in the Plan will be provided by calendar year. The description should 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 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 subparagraph 1(a) above; and

(d) An Executive Summary of about five paragraphs, summarizing the information contained in subparagraphs 1(a) to 1(c) above.

APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES

1. The national ozone unit, under the Ministry of Environment, Water and Sanitation in the Country, is responsible for monitoring the progress of implementation of activities in the Plan.

2. The monitoring will be conducted during the implementation of the Plan to ensure efficient and effective implementation; overall project coordination; stakeholder engagement and coordination; smooth implementation of activities planned under various tranches; delivery of trainings and other expected outcomes; and facilitation of the HFC consumption verification undertaken by the Lead IA.

3. The Ministry of Environment, Water and Sanitation will be responsible for the sustainability of consumption reduction targets achieved through the Agreement.

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 Plan;

(b) Assisting the Country in the preparation of the Tranche Implementation Reports and Plans as per Appendix 4-A;

(c) Providing independent verification to the Executive Committee that the Targets have been met and associated tranche activities have been completed as indicated in the Tranche Implementation Plan, consistent with Appendix 4-A;

(d) Ensuring that the experiences and progress are reflected in the updates to the overall Plan and in the future Tranche Implementation Plans, consistent with subparagraph 1(c) of Appendix 4-A;

(e) Fulfilling the reporting requirements of the Tranche Implementation Reports and Plans and of the overall Plan as specified in Appendix 4-A for submission to the Executive Committee;

(f) In the event that the last funding tranche is requested one or more years prior to the last year for which a consumption target had been established, annual Tranche Implementation Reports and, where applicable, verification reports on the current stage of the Plan should be submitted until all activities foreseen had been completed and HFC consumption targets had been met;

(g) Ensuring that appropriate independent technical experts carry out the technical reviews;

(h) Carrying out the required supervision missions;

(i) Ensuring the presence of an operating mechanism to allow for an effective and transparent implementation of the Tranche Implementation Plan and accurate data reporting;

(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, the allocation of the reductions to the different budget items and to the funding of the Lead IA;

(k) Ensuring that disbursements made to the Country are based on the use of the indicators;

(l) Providing assistance with the policy, management and technical support when required; and

(m) Timely releasing funds to the Country/participating enterprises for completing the activities related to the project.

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 Plan's results and of the consumption of Annex F substances mentioned in Appendix 1-A, as per subparagraph 5(b) of the Agreement and subparagraph 1(b) of Appendix 4-A.

APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY WITH THE TARGETS IN THE AGREEMENT

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US $7.00 per CO_2-eq 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, on the understanding that the maximum funding reduction would not exceed the funding level of the tranche being requested. Additional measures might be considered in cases where non-compliance extends for two consecutive years. Where the Country has failed to comply with the Agreement due to illegal trade, the reduction in funding would not be applied if the illegally traded controlled substances are seized and subsequently confiscated, destroyed, exported, or returned to the country of origin.

APPENDIX 8-A: SECTOR-SPECIFIC ARRANGEMENTS

1. During the implementation of the Plan, the Government of the Country would be allowed, on an exceptional basis, to submit a project for the commercial refrigeration sector to achieve additional HFC reductions.

CAMBODIA
KIP for Cambodia

The Ninety-third Meeting of the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Cambodia for the period 2023–2029 to reduce, by 2029, HFC consumption by 10 per cent of the country's baseline, in the amount of US $491,449, consisting of US $278,800, plus agency support costs of US $36,244, for UNEP and US $161,885, plus agency support costs of US $14,570, for UNDP, as reflected in the schedule contained in annex XL to the present report;

(b) To note:

(i) That the Government of Cambodia would establish its starting point for sustained aggregate reductions in HFC consumption on the basis of guidance provided by the Executive Committee;

(ii) That, once the cost guidelines for HFC phase-down had been agreed by the Executive Committee, the reductions from the country's remaining HFC consumption eligible for funding would be determined in accordance with those guidelines;

(iii) That the reductions from the country's remaining HFC consumption eligible for funding referred to in subparagraph (b)(ii) above would be deducted from the starting point referred to in subparagraph (b)(i) above;

(iv) That upon completion of the end-user technology demonstration project in the commercial refrigeration sector included in stage I of the KIP, UNDP would submit a final report on the implementation of the project, including the HFC phase-out and energy-efficiency gains achieved, in line with subparagraph (g) of decision 92/36;

(c) To note also:

(i) That the Government of Cambodia would continue to monitor its HFC consumption to understand the extent to which reported consumption in baseline years was representative of the local market's needs and to assess what future HFC demand would be, and would provide that analysis when submitting the second tranche of its KIP;

(ii) That, on the basis of the information provided in subparagraph (c)(i) above, the maximum allowable consumption limits for the remaining years of stage I of the KIP, as contained in Appendix 2-A to the future Agreement between the Government of the Cambodia and the Executive Committee would be revised when the Committee considered the second tranche of the KIP;

(d) To approve the first tranche of stage I of the KIP for Cambodia and the corresponding tranche implementation plan, in the amount of US $277,672, consisting of US $126,300, plus agency support costs of US $16,419, for UNEP and US $123,810, plus agency support costs of US $11,143, for UNDP; and

(e) To request the Government of Cambodia, UNEP, UNDP and the Secretariat to finalize the draft Agreement between the Government of the Cambodia and the Executive Committee for the reduction in consumption of HFCs, including the information contained in the annex

referred to in subparagraph (a) above, and to submit it at a future meeting once the KIP Agreement template had been approved by the Executive Committee.

(UNEP/OzL.Pro/ExCom/93/105, Decision 93/56).
(Supporting document: UNEP/OzL.Pro/ExCom/93/105, Annex XL).

Annex XL

SCHEDULE OF HFC PHASE-DOWN COMMITMENTS AND FUNDING TRANCHES UNDER THE KIGALI HFC IMPLEMENTATION PLAN FOR CAMBODIA

Kigali HFC implementation plan (stage I)

Row	Particulars	2023	2024	2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances (CO_2-eq tonnes)	n/a	1,263,376	1,263,376	1,263,376	1,263,376	1,263,376	1,137,038	n/a
1.2	Maximum allowable total consumption of Annex F substances (CO_2-eq tonnes)	n/a	1,263,376	1,263,376	1,263,376	1,263,376	1,263,376	1,137,038	n/a
2.1	Lead IA (UNEP) agreed funding (US $)	126,300	0	0	108,000	0	0	44,500	278,800
2.2	Support costs for Lead IA (US $)	16,419	0	0	14,040	0	0	5,785	36,244
2.3	Cooperating IA (UNDP) agreed funding (US $)	123,810	0	0	38,075	0	0	0	161,885
2.4	Support costs for Cooperating IA (US $)	11,143	0	0	3,427	0	0	0	14,570
3.1	Total agreed funding (US $)	250,110	0	0	146,075	0	0	44,500	440,685
3.2	Total support costs (US $)	27,562	0	0	17,467	0	0	5,785	50,814
3.3	Total agreed costs (US $)	277,672	0	0	163,542	0	0	50,285	491,499

KIP for Cameroon (Stage I)

At its **92nd meeting**, the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Cameroon for the period 2023–2030 to reduce HFC consumption by at least 30 per cent of the country's estimated baseline in 2030, in the amount of US $1,211,500, plus agency support costs of US $84,805, for UNIDO, as reflected in the schedule contained in annex XIX to the present report;

(b) To note:

(i) That the Government of Cameroon would establish its starting point for sustained aggregate reductions in HFC consumption on the basis of guidance provided by the Executive Committee;

(ii) That, once the cost guidelines for HFC phase-down that determined the level and modalities of funding for the servicing sector for Article 5 countries had been agreed by the Executive Committee, the reductions from the country's remaining HFC consumption eligible for funding would be determined in line with those guidelines;

(iii) That the reductions from the country's remaining HFC consumption eligible for funding referred to in subparagraph (b)(ii) above would be deducted from the starting point referred to in subparagraph (b)(i) above;

(c) To approve the first tranche of stage I of the KIP for Cameroon and the corresponding tranche implementation plan, in the amount of US $355,500, plus agency support costs of US $24,885, for UNIDO; and

(d) To request the Government of Cameroon, UNIDO and the Secretariat to finalize the draft Agreement between the Government of Cameroon and the Executive Committee for the reduction in consumption of HFCs, including the relevant information on stage I of the KIP for Cameroon contained in the annex referred to in subparagraph (a) above, and submit it to a future meeting once the draft Agreement template had been approved by the Executive Committee.

UNEP/OzL.Pro/ExCom/92/56: Decision 92/34 and Annex XIX

At its **97th meeting**, the Executive Committee decided to approve the Agreement between the Government of Cameroon and the Executive Committee for the reduction in consumption of HFCs in accordance with stage I of the KIP, contained in annex XIII to the present report.

UNEP/OzL.Pro/ExCom/97/91: Decision 97/17(e) and Annex XIII

Annex XIII

AGREEMENT BETWEEN THE GOVERNMENT OF CAMEROON AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROFLUOROCARBONS IN ACCORDANCE WITH STAGE I OF THE KIGALI HFC IMPLEMENTATION PLAN

(Period: 2023–2030)

Purpose

1. This Agreement represents the understanding of the Government of Cameroon ("the Country") and the Executive Committee with respect to the reduction of controlled use of Annex F substances set out in Appendix 1-A ("The Substances") to a sustained level of 3,335,300 CO_2-equivalent (CO_2-eq) tonnes by 1 January 2030 in compliance with the Montreal Protocol schedule and the terms of this Agreement.

2. The Country agrees to meet the annual consumption limits of Annex F 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 Annex F 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 Annex F substances that exceeds the level defined in row 1.2 of Appendix 2-A as the final reduction step under this Agreement for Annex F substances specified in Appendix 1-A, and in respect to any consumption of Annex F substances that exceeds the level defined in row 4.1.3 (remaining consumption eligible for funding).

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 stage I of the Kigali HFC implementation plan ("the Plan") as approved. In accordance with subparagraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of Annex F substances 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.

Conditions for funding release

5. The Executive Committee will only provide the Funding, in accordance with the Funding Approval Schedule, when the Country satisfies the following conditions at least 10 weeks in advance of the applicable Executive Committee meeting set out in the Funding Approval Schedule:

(a) That the Country has met the Targets set out in row 1.2 of Appendix 2-A for all relevant years. Relevant years are all years since the year in which this Agreement was approved. Years for which there are no due country programme implementation reports at the date of the Executive Committee meeting at which the funding request is being presented are exempted;

(b) That the meeting of these Targets has been independently verified for all relevant years, unless the Executive Committee decided that such verification would not be required;

(c) That the Country had submitted a Tranche Implementation Report in accordance with Appendix 4-A ("Format of Tranche Implementation Reports and Plans") covering each previous calendar year; that it had achieved a significant level of implementation of

activities initiated with previously approved tranches; and that the rate of disbursement of funding available from the previously approved tranche was more than 20 per cent; and

(d) That the Country has submitted a Tranche Implementation Plan in accordance with Appendix 4-A covering each calendar year until and including the year for which the Funding Approval Schedule foresees the submission of the next tranche or, in case of the final tranche, until completion of all activities foreseen.

Monitoring

6. The Country will ensure that it conducts accurate monitoring of its activities under this Agreement. The institutions set out in Appendix 5-A ("Monitoring Institutions and Roles") will monitor and report on implementation of the activities in the previous Tranche Implementation Plans in accordance with their roles and responsibilities set out in the same appendix.

Flexibility in the reallocation of funds

7. The Executive Committee agrees that the Country may have the flexibility to reallocate part or all approved funds, according to the evolving circumstances, to achieve the smoothest reduction of consumption and phase-down of Annex F substances specified in Appendix 1-A, in accordance with the following considerations:

(a) Reallocations categorized as major changes must be documented in advance, either in a Tranche Implementation Plan as foreseen in subparagraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted 10 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 that would modify any clause of this Agreement;

(iii) Changes in the annual levels of funding allocated to the individual bilateral or implementing agencies for the different tranches;

(iv) Provision of funding for activities not included in the current endorsed Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 30 per cent of the total cost of the last approved tranche;

(v) Changes in alternative technologies, on the understanding that any submission for such a request would identify the associated incremental costs, the potential impact on the climate, and any differences in CO_2-eq tonnes to be phased down if applicable, as well as confirm that the Country agrees that potential savings related to the change of technology would accordingly decrease the overall funding level under this Agreement;

(b) Reallocations not categorized as major changes may be incorporated into the approved Tranche Implementation Plan, under implementation at the time, and reported to the Executive Committee in the subsequent Tranche Implementation Report; and

(c) Any remaining funds held by the bilateral or implementing agencies or the Country under the Plan will be returned to the Multilateral Fund upon completion of the last tranche foreseen under this Agreement.

8. Specific attention will be paid to the execution of activities in the refrigeration servicing sector included in the Plan, in particular that the Country may use the flexibility available under this Agreement to address specific needs that might arise during project implementation.

Bilateral and implementing agencies

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") 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 the Lead IA taking part in this Agreement.

10. The Lead IA will be responsible for ensuring coordinated planning, implementation and reporting of all activities under this Agreement, including but not limited to the independent verification as per subparagraph 5(b). The role of the Lead IA is contained in Appendix 6-A. The Executive Committee agrees, in principle, to provide the Lead IA with the fees set out in row 2.2 of Appendix 2-A.

Non-compliance with the Targets in the Agreement

11. Should the Country, for any reason, not meet the Targets for the elimination of Annex F 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 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 CO_2-eq 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 decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding 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 decisions 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 the information necessary to verify compliance with this Agreement.

Date of completion

14. The completion of the Plan 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 at that time there still be activities that are outstanding, and which were foreseen in the last Tranche Implementation Plan and its subsequent revisions as per subparagraph 5(d) and paragraph 7, the completion of the Plan will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per subparagraphs 1(a), 1(b), and 1(d) of Appendix 4-A will continue until the time of the completion of the Plan unless otherwise specified by the Executive Committee.

Validity

15. All 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 Agreement may be modified or terminated only by mutual written agreement of the Country and the Executive Committee of the Multilateral Fund.

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substances	Starting point for aggregate reductions in consumption (CO_2-eq tonnes)
HFCs	To be determined (TBD)

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars		2023	2024	2025	2026	2027	2028	2029	2030	Total
1.1	Montreal Protocol reduction schedule of Annex F substances	%	n/a	freeze	freeze	freeze	freeze	freeze	10	10	n/a
		CO_2-eq tonnes	n/a	4,760,203	4,760,203	4,760,203	4,760,203	4,760,203	4,284,183	4,284,183	n/a
1.2	Maximum allowable total consumption of Annex F substances	Reduction in %	n/a	21.1	21.7	24.5	25.0	28.9	29.4	29.9	n/a
		CO_2-eq tonnes	3,579,012	3,753,448	3,728,532	3,594,623	3,568,669	3,386,415	3,360,461	3,335,300	n/a
2.1	Lead IA (UNIDO) agreed funding (US $)		355,500	0	0	406,000	0	297,000	0	153,000	1,211,500
2.2	Support costs for Lead IA (US $)		24,885	0	0	28,420	0	20,790	0	10,710	84,805
3.1	Total agreed funding (US $)		355,500	0	0	406,000	0	297,000	0	153,000	1,211,500
3.2	Total support costs (US $)		24,885	0	0	28,420	0	20,790	0	10,710	84,805
3.3	Total agreed costs (US $)		380,385	0	0	434,420	0	317,790	0	163,710	1,296,305
4.1.1	Deduction of HFCs under this Agreement (CO_2-eq tonnes)										1,424,903
4.1.2	Deduction of HFCs from previously approved projects (CO_2-eq tonnes)										0
4.1.3	Remaining eligible consumption for HFCs (CO_2-eq tonnes)										TBD

APPENDIX 3-A: FUNDING APPROVAL SCHEDULE

1. Funding for the future tranches will be considered for approval at the first meeting of the year specified in Appendix 2-A.

APPENDIX 4-A: FORMAT OF THE TRANCHE IMPLEMENTATION REPORTS AND PLANS

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

(a) A narrative report, with data provided by tranche, describing the progress achieved since the previous report, reflecting the situation of the Country in regard to phase-down of Annex F substances, how the different activities contribute to it, and how they relate to each

other, including, where applicable, activities related to energy efficiency approved in the context of HFC phase-down pursuant to decision 91/65. The report should include the amount of Annex F substances consumption reduced as a direct result of the implementation of activities, by substance, the alternative technology used and the related phase-in of alternatives, to allow the Secretariat to inform the Executive Committee on the resulting change in climate-relevant emissions. The report should also include quantitative information on the activities implemented and further highlight the successes, experiences, and challenges related to the different activities included in the Plan, reflecting any changes in the circumstances in the Country, and providing other relevant information. The report should also include information on and justification for any changes vis-à-vis the previously submitted Tranche Implementation Plan(s), such as delays, use of flexibility for the reallocation of funds during implementation of a tranche as provided for in paragraph 7 of this Agreement, or other changes;

(b) An independent verification report on the Plan's results and the consumption of Annex F substances, as per subparagraph 5(b) of the Agreement. If not decided otherwise by the Executive Committee, such a verification of consumption data must be provided with each tranche request, covering all relevant years for which a verification report has not yet been acknowledged by the Committee, as specified in subparagraph 5(a) of the Agreement;

(c) A written description of the activities to be undertaken during the period covered by the requested tranche including quantitative information, highlighting implementation milestones, the time of completion and the interdependence of the activities, and taking into account experiences made and progress achieved in the implementation of earlier tranches; the data in the Plan will be provided by calendar year. The description should 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 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 subparagraph 1(a) above; and

(d) An Executive Summary of about five paragraphs, summarizing the information contained in subparagraphs 1(a) to 1(c) above.

APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES

1. The national ozone unit (NOU), under the Ministry of Environment, Protection of Nature and Sustainable Development in the Country, is responsible for monitoring the progress of implementation of the activities and sustainability of achieved results.

2. The monitoring will be conducted during the implementation of the Plan to ensure efficient and effective implementation; overall project coordination; stakeholder engagement and coordination; smooth implementation of activities planned under various tranches; delivery of trainings and other expected outcomes; and facilitation of the HFC consumption verification undertaken by the Lead IA.

3. The Ministry of Environment, Protection of Nature and Sustainable Development will be responsible for the sustainability of consumption reduction targets achieved through the agreement.

4. The Lead IA will support the Country in the monitoring of HFC imports. An independent consultant will be recruited by the Lead IA if required for the verification of the achievement. Annual report will be prepared by the NOU under the assistance of the Lead IA.

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 Plan;

(b) Assisting the Country in the preparation of the Tranche Implementation Reports and Plans as per Appendix 4-A;

(c) Providing independent verification to the Executive Committee that the Targets have been met and associated tranche activities have been completed as indicated in the Tranche Implementation Plan, consistent with Appendix 4-A;

(d) Ensuring that the experiences and progress are reflected in the updates to the overall Plan and in the future Tranche Implementation Plans, consistent with subparagraph 1(c) of Appendix 4-A;

(e) Fulfilling the reporting requirements of the Tranche Implementation Reports and Plans and of the overall Plan as specified in Appendix 4-A for submission to the Executive Committee;

(f) In the event that the last funding tranche is requested one or more years prior to the last year for which a consumption target had been established, annual Tranche Implementation Reports and, where applicable, verification reports on the current stage of the Plan should be submitted until all activities foreseen had been completed and HFC consumption targets had been met;

(g) Ensuring that appropriate independent technical experts carry out the technical reviews;

(h) Carrying out the required supervision missions;

(i) Ensuring the presence of an operating mechanism to allow for an effective and transparent implementation of the Tranche Implementation Plan and accurate data reporting;

(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, the allocation of the reductions to the different budget items and to the funding of the Lead IA;

(k) Ensuring that disbursements made to the Country are based on the use of the indicators;

(l) Providing assistance with the policy, management and technical support when required; and

(m) Timely releasing funds to the Country/participating enterprises for completing the activities related to the project.

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 Plan's results and of the consumption of Annex F substances mentioned in Appendix 1-A, as per subparagraph 5(b) of the Agreement and subparagraph 1(b) of Appendix 4-A.

APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY WITH THE TARGETS IN THE AGREEMENT

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US $1.70 per CO_2-eq 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, on the understanding that the maximum funding reduction would not exceed the funding level of the tranche being requested. Additional measures might be considered in cases where non-compliance extends for two consecutive years. Where the Country has failed to comply with the Agreement due to illegal trade, the reduction in funding would not be applied if the illegally traded controlled substances are seized and subsequently confiscated, destroyed, exported, or returned to the country of origin.

UNEP/OzL.Pro/ExCom/97/91: Decision 97/17(e) and Annex XIII

CHAD
KIP for Chad

The Ninety-fifth Meeting of the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Chad for the period 2024–2029 to reduce HFC consumption by 10 per cent of the country's baseline by 2029, in the amount of US $406,800, consisting of US $235,000, plus agency support costs of US $30,550, for UNEP and US $125,000, plus agency support costs of US $16,250, for UNIDO, as reflected in the schedule contained in annex XXXVII to the present report;

(b) To note:

(i) That the Government of Chad would continue to monitor HFC consumption to understand the extent to which consumption reported in the baseline years was representative of the local market's needs and to assess future HFC demand, and that it would provide that analysis when submitting the second tranche of its KIP;

(ii) That, on the basis of the information provided in subparagraph (b)(i) above, the maximum allowable consumption limits for the remaining years of stage I of the KIP, as contained in Appendix 2-A to the future Agreement between the Government of Chad and the Executive Committee, would be revised, if appropriate, when the Committee considered the second tranche of the KIP;

(c) To approve the first tranche of stage I of the KIP for Chad, and the corresponding tranche implementation plan, in the amount of US $244,080, consisting of US $141,000, plus agency support costs of US $18,330, for UNEP and US $75,000, plus agency support costs of US $9,750, for UNIDO; and

(d) To request the Government of Chad, UNEP, UNIDO and the Secretariat to finalize the draft Agreement between the Government of Chad and the Executive Committee for the reduction in consumption of HFCs, including the information contained in the annex referred to in subparagraph (a) above, and to submit it to a future meeting once the KIP Agreement template had been approved by the Executive Committee.

(UNEP/OzL.Pro/ExCom/95/94, Decision 95/60).
(Supporting document: UNEP/OzL.Pro/ExCom/95/94 Annex XXXVII).

Annex XXXVII

SCHEDULE OF HFC PHASE-DOWN COMMITMENTS AND FUNDING TRANCHES UNDER THE KIGALI HFC IMPLEMENTATION PLAN FOR CHAD

Kigali HFC implementation plan (stage I)

Row	Particulars	2024	2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances (CO_2-eq tonnes)	3,573,612	3,573,612	3,573,612	3,573,612	3,573,612	3,216,251	n/a
1.2	Maximum allowable total consumption of Annex F substances (CO_2-eq tonnes)	3,573,612	3,573,612	3,573,612	3,573,612	3,573,612	3,216,251	n/a
2.1	Lead IA (UNEP) agreed funding (US $)	141,000	0	0	94,000	0	0	235,000
2.2	Support costs for Lead IA (US $)	18,330	0	0	12,220	0	0	30,550
2.3	Cooperating IA (UNIDO) agreed funding (US $)	75,000	0	0	50,000	0	0	125,000
2.4	Support costs for Cooperating IA (US $)	9,750	0	0	6,500	0	0	16,250
3.1	Total agreed funding (US $)	216,000	0	0	144,000	0	0	360,000
3.2	Total support costs (US $)	28,080	0	0	18,720	0	0	46,800
3.3	Total agreed costs (US $)	244,080	0	0	162,720	0	0	406,800

KIP for Chile (Stage I)

At its **93rd meeting**, the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Chile for the period 2023–2030 to reduce, by 2029, HFC consumption by 10 per cent of the country's baseline, in the amount of US $1,868,171, consisting of US $1,477,711, plus agency support costs of US $103,440, for UNDP and US $254,000, plus agency support costs of US $33,020, for UNEP, as reflected in the schedule contained in annex XLI to the present report;

(b) To note that the implementation of stage I of the KIP would result in the reduction of 308.68 metric tonnes or 847,086 carbon dioxide-equivalent tonnes of HFCs;

(c) To note also:

(i) That the Government of Chile would establish its starting point for sustained aggregate reductions in HFC consumption on the basis of guidance provided by the Executive Committee;

(ii) That, once the cost guidelines for HFC phase-down had been agreed by the Executive Committee, the reductions from the country's remaining HFC consumption eligible for funding would be determined according to those guidelines;

(iii) That the reductions from the country's remaining HFC consumption eligible for funding referred to in subparagraphs (b) and (c)(ii) above would be deducted from the starting point referred to in subparagraph (c)(i) above;

(d) To approve the first tranche of stage I of the KIP for Chile, and the corresponding tranche implementation plan, in the amount of US $945,297, consisting of US $752,607, plus agency support costs of US $52,683, for UNDP and US $123,900, plus agency support costs of US $16,107, for UNEP; and

(e) To request the Government of Chile, UNDP, UNEP and the Secretariat to finalize the draft Agreement between the Government of the Chile and the Executive Committee for the reduction in consumption of HFCs, including the information contained in the annex referred to in subparagraph (a) above, and to submit it to a future meeting once the KIP Agreement template had been approved by the Executive Committee.

UNEP/OzL.Pro/ExCom/93/105: Decision 93/57 and Annex XLI

At its **97th meeting**, the Executive Committee decided to approve the Agreement between the Government of Chile and the Executive Committee for the reduction in consumption of HFCs in accordance with stage I of the KIP, contained in annex XIV to the present report.

UNEP/OzL.Pro/ExCom/97/91: Decision 97/17(f) and Annex XIV

Annex XIV

AGREEMENT BETWEEN THE GOVERNMENT OF CHILE AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROFLUOROCARBONS IN ACCORDANCE WITH STAGE I OF THE KIGALI HFC IMPLEMENTATION PLAN

(Period: 2023–2029)

Purpose

1. This Agreement represents the understanding of the Government of Chile ("the Country") and the Executive Committee with respect to the reduction of controlled use of Annex F substances set out in Appendix 1-A ("The Substances") to a sustained level of 6,028,296 CO_2-equivalent (CO_2-eq) tonnes by 1 January 2029 in compliance with the Montreal Protocol schedule and the terms of this Agreement.

2. The Country agrees to meet the annual consumption limits of Annex F 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 Annex F 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 Annex F substances that exceeds the level defined in row 1.2 of Appendix 2-A as the final reduction step under this Agreement for Annex F substances specified in Appendix 1-A, and in respect to any consumption of Annex F substances that exceeds the level defined in row 4.1.3 (remaining consumption eligible for funding).

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 stage I of the Kigali HFC implementation plan ("the Plan") as approved. In accordance with subparagraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of Annex F substances 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.

Conditions for funding release

5. The Executive Committee will only provide the Funding, in accordance with the Funding Approval Schedule, when the Country satisfies the following conditions at least 10 weeks in advance of the applicable Executive Committee meeting set out in the Funding Approval Schedule:

(a) That the Country has met the Targets set out in row 1.2 of Appendix 2-A for all relevant years. Relevant years are all years since the year in which this Agreement was approved. Years for which there are no due country programme implementation reports at the date of the Executive Committee meeting at which the funding request is being presented are exempted;

(b) That the meeting of these Targets has been independently verified for all relevant years, unless the Executive Committee decided that such verification would not be required;

(c) That the Country had submitted a Tranche Implementation Report in accordance with Appendix 4-A ("Format of Tranche Implementation Reports and Plans") covering each previous calendar year; that it had achieved a significant level of implementation of

activities initiated with previously approved tranches; and that the rate of disbursement of funding available from the previously approved tranche was more than 20 per cent; and

(d) That the Country has submitted a Tranche Implementation Plan in accordance with Appendix 4-A covering each calendar year until and including the year for which the Funding Approval Schedule foresees the submission of the next tranche or, in case of the final tranche, until completion of all activities foreseen.

Monitoring

6. The Country will ensure that it conducts accurate monitoring of its activities under this Agreement. The institutions set out in Appendix 5-A ("Monitoring Institutions and Roles") will monitor and report on implementation of the activities in the previous Tranche Implementation Plans in accordance with their roles and responsibilities set out in the same appendix.

Flexibility in the reallocation of funds

7. The Executive Committee agrees that the Country may have the flexibility to reallocate part or all approved funds, according to the evolving circumstances, to achieve the smoothest reduction of consumption and phase-down of Annex F substances specified in Appendix 1-A, in accordance with the following considerations:

(a) Reallocations categorized as major changes must be documented in advance, either in a Tranche Implementation Plan as foreseen in subparagraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted 10 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 that would modify any clause of this Agreement;

(iii) Changes in the annual levels of funding allocated to the individual bilateral or implementing agencies for the different tranches;

(iv) Provision of funding for activities not included in the current endorsed Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 30 per cent of the total cost of the last approved tranche;

(v) Changes in alternative technologies, on the understanding that any submission for such a request would identify the associated incremental costs, the potential impact on the climate, and any differences in CO_2-eq tonnes to be phased down if applicable, as well as confirm that the Country agrees that potential savings related to the change of technology would accordingly decrease the overall funding level under this Agreement;

(b) Reallocations not categorized as major changes may be incorporated into the approved Tranche Implementation Plan, under implementation at the time, and reported to the Executive Committee in the subsequent Tranche Implementation Report; and

(c) Any remaining funds held by the bilateral or implementing agencies or the Country under the Plan will be returned to the Multilateral Fund upon completion of the last tranche foreseen under this Agreement.

8. Specific attention will be paid to the execution of activities in the refrigeration servicing sector included in the Plan, in particular that the Country may use the flexibility available under this Agreement to address specific needs that might arise during project implementation.

Bilateral and implementing agencies

9. The Country agrees to assume overall responsibility for the management and implementation of this Agreement and of all activities undertaken by it or on its behalf to fulfil the obligations under this Agreement. UNDP has agreed to be the lead implementing agency (the "Lead IA") and UNEP has agreed to be the cooperating implementing agency/agencies (the "Cooperating IA") under the lead of the Lead IA in respect of the Country's activities under this Agreement. The Country agrees to evaluations, which might be carried out under the monitoring and evaluation work programmes of the Multilateral Fund or under the evaluation programme of the Lead IA and/or Cooperating IA taking part in this Agreement.

10. The Lead IA will be responsible for ensuring coordinated planning, implementation and reporting of all activities under this Agreement, including but not limited to the independent verification as per subparagraph 5(b). The Cooperating IA will support the Lead IA by implementing the Plan under the overall coordination of the Lead IA. The roles of the Lead IA and Cooperating IA are contained in Appendix 6-A and Appendix 6-B, respectively. 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.

Non-compliance with the Targets in the Agreement

11. Should the Country, for any reason, not meet the Targets for the elimination of Annex F 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 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 CO_2-eq 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 decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding 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 decisions 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.

Date of completion

14. The completion of the Plan 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 at that time there still be activities that are outstanding, and which were foreseen in the last Tranche Implementation Plan and its subsequent revisions as per subparagraph 5(d) and paragraph 7, the completion of the Plan will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per subparagraphs 1(a), 1(b), and 1(d) of Appendix 4-A will continue until the time of the completion of the Plan unless otherwise specified by the Executive Committee.

Validity

15. All 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 Agreement may be modified or terminated only by mutual written agreement of the Country and the Executive Committee of the Multilateral Fund.

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substances	Starting point for aggregate reductions in consumption (CO_2-eq tonnes)
HFCs	To be determined (TBD)

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars		2023	2024	2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances	%	n/a	freeze	freeze	freeze	freeze	freeze	10	n/a
		CO_2-eq tonnes	n/a	6,698,107	6,698,107	6,698,107	6,698,107	6,698,107	6,028,296	n/a
1.2	Maximum allowable total consumption of Annex F substances	Reduction in %	n/a	0.0	0.0	0.0	0.0	0.0	10.0	n/a
		CO_2-eq tonnes	n/a	6,698,107	6,698,107	6,698,107	6,698,107	6,698,107	6,028,296	n/a
2.1	Lead IA (UNDP) agreed funding (US $)		752,607	0	0	566,133	0	0	158,971	1,477,711
2.2	Support costs for Lead IA (US $)		52,683	0	0	39,629	0	0	11,128	103,440
2.3	Cooperating IA (UNEP) agreed funding (US $)		123,900	0	0	115,900	0	0	14,200	254,000
2.4	Support costs for Cooperating IA (US $)		16,107	0	0	15,067	0	0	1,846	33,020
3.1	Total agreed funding (US $)		876,507	0	0	682,033	0	0	173,171	1,731,711
3.2	Total support costs (US $)		68,790	0	0	54,696	0	0	12,974	136,460
3.3	Total agreed costs (US $)		945,297	0	0	736,729	0	0	186,145	1,868,171
4.1.1	Deduction of HFCs under this Agreement (CO_2-eq tonnes)									847,086
4.1.2	Deduction of HFCs from previously approved projects (CO_2-eq tonnes)									0
4.1.3	Remaining eligible consumption for HFCs (CO_2-eq tonnes)									TBD

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 THE TRANCHE IMPLEMENTATION REPORTS AND PLANS

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

(a) A narrative report, with data provided by tranche, describing the progress achieved since the previous report, reflecting the situation of the Country in regard to phase-down of Annex F substances, how the different activities contribute to it, and how they relate to each other, including, where applicable, activities related to energy efficiency approved in the context of HFC phasedown pursuant to decision 91/65. The report should include the amount of Annex F substances consumption reduced as a direct result of the implementation of activities, by substance, the alternative technology used and the related phase in of alternatives, to allow the Secretariat to inform the Executive Committee on the resulting change in climate relevant emissions. The report should also include quantitative information on the activities implemented and further highlight the successes, experiences, and challenges related to the different activities included in the Plan, reflecting any changes in the circumstances in the Country, and providing other relevant information. The report should also include information on and justification for any changes vis-à-vis the previously submitted Tranche Implementation Plan(s), such as delays, use of flexibility for the reallocation of funds during implementation of a tranche as provided for in paragraph 7 of this Agreement, or other changes;

(b) An independent verification report on the Plan's results and the consumption of Annex F substances, as per subparagraph 5(b) of the Agreement. If not decided otherwise by the Executive Committee, such a verification of consumption data must be provided with each tranche request, covering all relevant years for which a verification report has not yet been acknowledged by the Committee, as specified in subparagraph 5(a) of the Agreement;

(c) A written description of the activities to be undertaken during the period covered by the requested tranche including quantitative information, highlighting implementation milestones, the time of completion and the interdependence of the activities, and taking into account experiences made and progress achieved in the implementation of earlier tranches; the data in the Plan will be provided by calendar year. The description should 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 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 subparagraph 1(a) above; and

(d) An Executive Summary of about five paragraphs, summarizing the information contained in subparagraphs 1(a) to 1(c) above.

APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES

1. The national ozone unit (NOU) of the Ministry of Environment in the Country shall be responsible for coordinating and monitoring the actions associated with each strategic line of the Plan through collaborating with various areas of the Ministry such as Air Quality and Climate Change Division, Legal Division, Studies and Environmental Economics Division, and Communications Division, among others; as well as with other Government agencies such as National Customs Service and Ministry of Health, among others.

2. The monitoring will be conducted during the implementation of the Plan to ensure efficient and effective implementation; overall project coordination; stakeholder engagement and coordination; smooth implementation of activities planned under various tranches; delivery of trainings and other expected outcomes; and facilitation of the HFC consumption verification undertaken by the Lead IA.

3. To support the implementation of projects in different sectors, national and/or international consultants will be hired, if necessary, to implement the various activities and offer support to the NOU in coordination with key actors, including other Ministries, Agencies and the private sector.

4. The NOU will have the full support of the Government. The Ministry of Environment has ensured the adoption of the laws and the implementation of necessary national regulations to guarantee the country's compliance with the Montreal Protocol agreements. The Ministry of Environment will be responsible for the sustainability of consumption reduction targets achieved through the Agreement.

5. For the implementation of these projects, it is essential to continue to have the active participation of relevant public sector counterparts, such as the National Customs Service, which actively participates in the definition and implementation of import and export control processes of HCFC.

6. The Government of the Country has appointed UNDP to be the Lead IA to spearhead the implementation of HPMP, and has appointed UNEP as Cooperating IA. The Lead IA shall also have the overall responsibility of reporting to the Executive Committee, and of supporting the Country in the implementation of non-investment components that are not implemented by Cooperating IA.

7. Before each Executive Committee meeting is held to discuss a tranche to receive funding, the NOU will prepare a report on the status of activities and progress together with the Lead IA and with the help of the Cooperating IA, including the milestones and other key performance indicators, as well as any other information of interest for the implementation of Plan. This report will be reviewed and verified by the Lead IA and will then be sent to the Executive Committee through the Secretariat of the Multilateral Fund.

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 Plan;

(b) Assisting the Country in the preparation of the Tranche Implementation Reports and Plans as per Appendix 4-A;

(c) Providing independent verification to the Executive Committee that the Targets have been met and associated tranche activities have been completed as indicated in the Tranche Implementation Plan, consistent with Appendix 4-A;

(d) Ensuring that the experiences and progress are reflected in the updates to the overall Plan and in the future Tranche Implementation Plans, consistent with subparagraph 1(c) of Appendix 4-A;

(e) Fulfilling the reporting requirements of the Tranche Implementation Reports and Plans and of the overall Plan as specified in Appendix 4-A for submission to the Executive Committee including the activities implemented by the Cooperating IA;

(f) In the event that the last funding tranche is requested one or more years prior to the last year for which a consumption target had been established, annual Tranche Implementation Reports and, where applicable, verification reports on the current stage of the Plan should be submitted until all activities foreseen had been completed and HFC consumption targets had been met;

(g) Ensuring that appropriate independent technical experts carry out the technical reviews;

(h) Carrying out the required supervision missions;

(i) Ensuring the presence of an operating mechanism to allow for an effective and transparent implementation of the Tranche Implementation Plan and accurate data reporting;

(j) Coordinating the activities of the Cooperating IA and ensuring the appropriate sequence of activities;

(k) In case of reductions in funding for failure to comply in accordance with paragraph 11 of the Agreement, to determine, in consultation with the Country and the Cooperating IA, the allocation of the reductions to the different budget items and to the funding of the Lead IA and the Cooperating IA;

(l) Ensuring that disbursements made to the Country are based on the use of the indicators;

(m) Providing assistance with the policy, management and technical support when required;

(n) Reaching consensus with the Cooperating IA on any planning, coordination and reporting arrangements required to facilitate the implementation of the Plan; and

(o) Timely releasing funds to the Country/participating enterprises for completing the activities related to the project.

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 Plan's results and of the consumption of Annex F substances mentioned in Appendix 1-A, as per subparagraph 5(b) of the Agreement and subparagraph 1(b) of Appendix 4-A.

APPENDIX 6-B: ROLE OF THE COOPERATING IMPLEMENTING AGENCIES

1. The Cooperating IA will be responsible for a range of activities. These activities are specified in the 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 referring to the Lead IA to ensure a coordinated sequence of activities;

(c) Providing reports to the Lead IA on these activities, for inclusion in the consolidated reports as per Appendix 4-A; and

(d) Reaching consensus with the Lead IA on any planning, coordination and reporting arrangements required to facilitate the implementation of the Plan.

APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY WITH THE TARGETS IN THE AGREEMENT

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US $4.09 per CO_2-eq 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, on the understanding that the maximum funding reduction would not exceed the funding level of the tranche being requested. Additional measures might be considered in cases where non-compliance extends for two consecutive years. Where the Country has failed to comply with the Agreement due to illegal trade, the reduction in funding would not be applied if the illegally traded controlled substances are seized and subsequently confiscated, destroyed, exported, or returned to the country of origin.

KIP for Colombia (Stage I)

At its **95th meeting**, the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Colombia for the period 2024–2029 to reduce HFC consumption by 18.3 per cent of the country's baseline by 2029, in the amount of US $5,043,086, consisting of US $4,270,960, plus agency support costs of US $298,967, for UNDP, US $368,725, plus agency support costs of US $47,934, for the Government of Germany and US $50,000, plus agency support costs of US $6,500, for UNEP, as reflected in the schedule contained in annex XXXVIII to the present report;

(b) To note:

(i) That the Government of Colombia would establish its starting point for sustained aggregate reductions in HFC consumption on the basis of guidance provided by the Executive Committee;

(ii) That, once the cost guidelines for HFC phase-down had been agreed by the Executive Committee, reductions from the country's remaining HFC consumption eligible for funding would be determined in line with those guidelines;

(iii) That the reductions from the country's remaining HFC consumption eligible for funding referred to in subparagraph (b)(ii) above would be deducted from the starting point referred to in subparagraph (b)(i);

(iv) That the level of costs approved for the commercial refrigeration manufacturing sector would not constitute a precedent for future such projects;

(v) The commitment of the Government to issue a ban on the import and manufacture of HFC-based stand-alone commercial refrigeration equipment by 1 July 2028 and that the ban would enter into force by 1 July 2029;

(vi) That UNDP would include in progress reports submitted under the KIP the names and consumption of enterprises manufacturing HFC-based stand-alone commercial refrigeration equipment beyond the 27 enterprises assisted under the project, and that consumption would be deducted from the country's remaining HFC consumption eligible for funding when stage II of the KIP was submitted;

(vii) That UNDP would report on the quantity of HFCs phased out through carbon dioxide-based equipment manufactured by the enterprise Weston upon completion of the project, and that, if Weston phased out less than 5 metric tonnes of HFCs through the manufacture of carbon dioxide-based stand-alone refrigeration units, the enterprise would return to the Multilateral Fund, through UNDP, US $19.01/kg plus agency support costs for every kilogram not manufactured using carbon dioxide;

(viii) That the Fund Secretariat had updated the Agreement between the Government of Colombia and the Executive Committee for stage III of the HCFC phase-out management plan, as contained in annex XXXIX to the present report, specifically Appendix 2-A, to reflect the shifting of the third tranche of the Agreement to 2027; Appendix 3-A, to specify that future tranches would be submitted to the first meeting of the year specified in Appendix 2-A; and paragraph 17, which had been

added to indicate that the updated Agreement superseded that reached at the 88th meeting (decision 88/57);

(ix) That, upon completion of the end-user projects included in stage I of the KIP, UNDP would submit a final report on the implementation of those projects, including the HFC phase-out and energy efficiency gains achieved, in line with decision 92/36(g);

(c) To encourage the Government of Colombia to initiate during the implementation of stage I the development of a strategic approach for the sustained phase-out of HFC consumption in the local assembly and installation subsector for supermarket refrigeration, for possible inclusion in stage II of the KIP, that included consideration of incentives and policy measures to sustain the phase-out achieved, taking into account document UNEP/OzL.Pro/ExCom 95/89 discussed during the 95th meeting;

(d) To note the strong commitment of the Government of Colombia to support reductions in HFC consumption in advance of the Montreal Protocol targets;

(e) To note also:

(i) That the Government of Colombia would continue to monitor its HFC consumption to understand the extent to which reported consumption in baseline years was representative of the local market's needs and to assess what future HFC demand would be, and would provide that analysis when submitting the second tranche of its KIP;

(ii) That, on the basis of the information provided in subparagraph (e)(i) above, the maximum allowable consumption limits for the remaining years of stage I of the KIP, as contained in Appendix 2-A to the future Agreement between the Government of Colombia and the Executive Committee, would be revised when the Committee considered the second tranche of the KIP;

(f) To approve the first tranche of stage I of the KIP for Colombia, and the corresponding tranche implementation plan, in the amount of US $3,026,307, consisting of US $2,554,986, plus agency support costs of US $178,849, for UNDP and US $258,825, plus agency support costs of US $33,647, for the Government of Germany; and

(g) To request the Government of Colombia, UNDP, the Government of Germany, UNEP and the Secretariat to finalize the draft Agreement between the Government of Colombia and the Executive Committee for the reduction in consumption of HFCs, including the information contained in the annex referred to in subparagraph (a) above, and to submit it to a future meeting once the KIP Agreement template had been approved by the Executive Committee.

UNEP/OzL.Pro/ExCom/95/94, Decision 95/61 and Annex XXXVIII

At its **97th meeting**, the Executive Committee decided to approve the Agreement between the Government of Colombia and the Executive Committee for the reduction in consumption of HFCs in accordance with stage I of the KIP, contained in annex XV to the present report.

UNEP/OzL.Pro/ExCom/97/91, Decision 97/17(g) and Annex XV

Annex XV

AGREEMENT BETWEEN THE GOVERNMENT OF COLOMBIA AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROFLUOROCARBONS IN ACCORDANCE WITH STAGE I OF THE KIGALI HFC IMPLEMENTATION PLAN

(Period: 2024–2029)

Purpose

1. This Agreement represents the understanding of the Government of Colombia ("the Country") and the Executive Committee with respect to the reduction of controlled use of Annex F substances set out in Appendix 1-A ("The Substances") to a sustained level of 7,068,258 CO_2-equivalent (CO_2-eq) tonnes by 1 January 2029 in compliance with the Montreal Protocol schedule and the terms of this Agreement.

2. The Country agrees to meet the annual consumption limits of Annex F 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 Annex F 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 Annex F substances that exceeds the level defined in row 1.2 of Appendix 2-A as the final reduction step under this Agreement for Annex F substances specified in Appendix 1-A, and in respect to any consumption of Annex F substances that exceeds the level defined in row 4.1.3 (remaining consumption eligible for funding).

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 stage I of the Kigali HFC implementation plan ("the Plan") as approved. In accordance with subparagraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of Annex F substances 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.

Conditions for funding release

5. The Executive Committee will only provide the Funding, in accordance with the Funding Approval Schedule, when the Country satisfies the following conditions at least 10 weeks in advance of the applicable Executive Committee meeting set out in the Funding Approval Schedule:

(a) That the Country has met the Targets set out in row 1.2 of Appendix 2-A for all relevant years. Relevant years are all years since the year in which this Agreement was approved. Years for which there are no due country programme implementation reports at the date of the Executive Committee meeting at which the funding request is being presented are exempted;

(b) That the meeting of these Targets has been independently verified for all relevant years, unless the Executive Committee decided that such verification would not be required;

(c) That the Country had submitted a Tranche Implementation Report in accordance with Appendix 4-A ("Format of Tranche Implementation Reports and Plans") covering each previous calendar year; that it had achieved a significant level of implementation of

activities initiated with previously approved tranches; and that the rate of disbursement of funding available from the previously approved tranche was more than 20 per cent; and

(d) That the Country has submitted a Tranche Implementation Plan in accordance with Appendix 4-A covering each calendar year until and including the year for which the Funding Approval Schedule foresees the submission of the next tranche or, in case of the final tranche, until completion of all activities foreseen.

Monitoring

6. The Country will ensure that it conducts accurate monitoring of its activities under this Agreement. The institutions set out in Appendix 5-A ("Monitoring Institutions and Roles") will monitor and report on implementation of the activities in the previous Tranche Implementation Plans in accordance with their roles and responsibilities set out in the same appendix.

Flexibility in the reallocation of funds

7. The Executive Committee agrees that the Country may have the flexibility to reallocate part or all approved funds, according to the evolving circumstances, to achieve the smoothest reduction of consumption and phase-down of Annex F substances specified in Appendix 1-A, in accordance with the following considerations:

(a) Reallocations categorized as major changes must be documented in advance, either in a Tranche Implementation Plan as foreseen in subparagraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted 10 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 that would modify any clause of this Agreement;

(iii) Changes in the annual levels of funding allocated to the individual bilateral or implementing agencies for the different tranches;

(iv) Provision of funding for activities not included in the current endorsed Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 30 per cent of the total cost of the last approved tranche;

(v) Changes in alternative technologies, on the understanding that any submission for such a request would identify the associated incremental costs, the potential impact on the climate, and any differences in CO_2-eq tonnes to be phased down if applicable, as well as confirm that the Country agrees that potential savings related to the change of technology would accordingly decrease the overall funding level under this Agreement;

(b) Reallocations not categorized as major changes may be incorporated into the approved Tranche Implementation Plan, under implementation at the time, and reported to the Executive Committee in the subsequent Tranche Implementation Report;

(c) Any enterprise included in the Plan that would be found to be ineligible under the policies of the Multilateral Fund (i.e., due to foreign ownership or establishment after the applicable cut-off date) would not receive financial assistance. This information would be reported as part of the Tranche Implementation Plan; and

(d) Any remaining funds held by the bilateral or implementing agencies or the Country under the Plan will be returned to the Multilateral Fund upon completion of the last tranche foreseen under this Agreement.

8. Specific attention will be paid to the execution of activities in the refrigeration servicing sector included in the Plan, in particular that the Country may use the flexibility available under this Agreement to address specific needs that might arise during project implementation.

Bilateral and implementing agencies

9. The Country agrees to assume overall responsibility for the management and implementation of this Agreement and of all activities undertaken by it or on its behalf to fulfil the obligations under this Agreement. UNDP has agreed to be the lead implementing agency (the "Lead IA") and the Government of Germany and UNEP have agreed to be the cooperating implementing agencies (the "Cooperating IAs") 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 the Lead IA and/or Cooperating IAs taking part in this Agreement.

10. The Lead IA will be responsible for ensuring coordinated planning, implementation and reporting of all activities under this Agreement, including but not limited to the independent verification as per subparagraph 5(b). The Cooperating IAs will support the Lead IA by implementing the Plan under the overall coordination of the Lead IA. The roles of the Lead IA and Cooperating IAs are contained in Appendix 6-A and Appendix 6-B, respectively. The Executive Committee agrees, in principle, to provide the Lead IA and the Cooperating IAs with the fees set out in rows 2.2, 2.4, and 2.6 of Appendix 2-A.

Non-compliance with the Targets in the Agreement

11. Should the Country, for any reason, not meet the Targets for the elimination of Annex F 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 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 CO_2-eq 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 decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding 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 decisions 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 IAs to facilitate implementation of this Agreement. In particular, it will provide the Lead IA and the Cooperating IAs with access to the information necessary to verify compliance with this Agreement.

Date of completion

14. The completion of the Plan 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 at that time there still be activities that are outstanding, and which were foreseen in the last Tranche Implementation Plan and its subsequent revisions as per subparagraph 5(d) and paragraph 7,

the completion of the Plan will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per subparagraphs 1(a), 1(b), and 1(d) of Appendix 4-A will continue until the time of the completion of the Plan unless otherwise specified by the Executive Committee.

Validity

15. All 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 Agreement may be modified or terminated only by mutual written agreement of the Country and the Executive Committee of the Multilateral Fund.

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substances	Starting point for aggregate reductions in consumption (CO_2-eq tonnes)
HFCs	To be determined (TBD)

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars		2024	2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances	%	freeze	freeze	freeze	freeze	freeze	10	n/a
		CO_2-eq tonnes	8,652,982	8,652,982	8,652,982	8,652,982	8,652,982	7,787,684	n/a
1.2	Maximum allowable total consumption of Annex F substances	Reduction in %	0.0	0.0	0.0	0.0	0.0	18.3	n/a
		CO_2-eq tonnes	8,652,982	8,652,982	8,652,982	8,652,982	8,652,982	7,068,258	n/a
2.1	Lead IA (UNDP) agreed funding (US $)		2,554,986	0	0	1,715,974	0	0	4,270,960
2.2	Support costs for Lead IA (US $)		178,849	0	0	120,118	0	0	298,967
2.3	Cooperating IA (Germany) agreed funding (US $)		258,825	0	0	109,900	0	0	368,725
2.4	Support costs for Cooperating IA (US $)		33,647	0	0	14,287	0	0	47,934
2.5	Cooperating IA (UNEP) agreed funding (US $)		0	0	0	50,000	0	0	50,000
2.6	Support costs for Cooperating IA (US $)		0	0	0	6,500	0	0	6,500
3.1	Total agreed funding (US $)		2,813,811	0	0	1,875,874	0	0	4,689,685
3.2	Total support costs (US $)		212,496	0	0	140,905	0	0	353,401
3.3	Total agreed costs (US $)		3,026,307	0	0	2,016,779	0	0	5,043,086
4.1.1	Deduction of HFCs under this Agreement (CO_2-eq tonnes)								1,584,724
4.1.2	Deduction of HFCs from previously approved projects (CO_2-eq tonnes)								0
4.1.3	Remaining eligible consumption for HFCs (CO_2-eq tonnes)								TBD

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 THE TRANCHE IMPLEMENTATION REPORTS AND PLANS

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

(a) A narrative report, with data provided by tranche, describing the progress achieved since the previous report, reflecting the situation of the Country in regard to phase-down of Annex F substances, how the different activities contribute to it, and how they relate to each other, including, where applicable, activities related to energy efficiency approved in the context of HFC phase-down pursuant to decision 91/65. The report should include the amount of Annex F substances consumption reduced as a direct result of the implementation of activities, by substance, the alternative technology used and the related phase-in of alternatives, to allow the Secretariat to inform the Executive Committee on the resulting change in climate-relevant emissions. The report should also include quantitative information on the activities implemented and further highlight the successes, experiences, and challenges related to the different activities included in the Plan, reflecting any changes in the circumstances in the Country, and providing other relevant information. The report should also include information on and justification for any changes vis-à-vis the previously submitted Tranche Implementation Plan(s), such as delays, use of flexibility for the reallocation of funds during implementation of a tranche as provided for in paragraph 7 of this Agreement, or other changes;

(b) An independent verification report on the Plan's results and the consumption of Annex F substances, as per subparagraph 5(b) of the Agreement. If not decided otherwise by the Executive Committee, such a verification of consumption data must be provided with each tranche request, covering all relevant years for which a verification report has not yet been acknowledged by the Committee, as specified in subparagraph 5(a) of the Agreement;

(c) A written description of the activities to be undertaken during the period covered by the requested tranche including quantitative information, highlighting implementation milestones, the time of completion and the interdependence of the activities, and taking into account experiences made and progress achieved in the implementation of earlier tranches; the data in the Plan will be provided by calendar year. The description should 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 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 subparagraph 1(a) above; and

(d) An Executive Summary of about five paragraphs, summarizing the information contained in subparagraphs 1(a) to 1(c) above.

APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES

1. The Ministry of Environment and Sustainable Development (MinAmbiente) in the Country is the entity responsible for the coordination and management of programmes and activities under the Plan. MinAmbiente is supported by the Ozone Technical Unit (UTO), which is currently part of the Group of Chemical Substances and Hazardous Waste of the Sectorial, Urban and Environmental Affairs Direction.

2. The UTO works as an institution of a public character to coordinate activities of the Plan, supported by MinAmbiente and other Government entities and implementing partners. Collaborations with further Government entities and private associations also contribute to the development, monitoring, and implementation of the Plan and adherence to the Montreal Protocol.

3. Coordination and monitoring of the Plan will be accomplished through the operational monitoring of stage I activities, verification of funding disbursements, and the monitoring and assessment of implemented activities in advanced stages of the Plan. The monitoring will be conducted during the implementation of the Plan to ensure efficient and effective implementation; overall project coordination; stakeholder engagement and coordination; smooth implementation of activities planned under various tranches; delivery of trainings and other expected outcomes; and facilitation of the HFC consumption verification undertaken by the Lead IA.

4. MinAmbiente coordinates all activities aimed at achieving and sustaining the commitments to reduce HFC consumption with different entities at the national level, including the National Environmental Licensing Authority (ANLA), the Ministry of Commerce, Industry and Tourism (MinCit), the National Tax and Customs Directorate (DIAN), the Ministry of Health and Social Protection, the Ministry of Mines and Energy, trade associations and the productive sectors.

5. MinAmbiente will be responsible for the sustainability of consumption reduction targets achieved through the Agreement.

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 Plan;

   (b) Assisting the Country in the preparation of the Tranche Implementation Reports and Plans as per Appendix 4-A;

   (c) Providing independent verification to the Executive Committee that the Targets have been met and associated tranche activities have been completed as indicated in the Tranche Implementation Plan, consistent with Appendix 4-A;

   (d) Ensuring that the experiences and progress are reflected in the updates to the overall Plan and in the future Tranche Implementation Plans, consistent with subparagraph 1(c) of Appendix 4-A;

   (e) Fulfilling the reporting requirements of the Tranche Implementation Reports and Plans and of the overall Plan as specified in Appendix 4-A for submission to the Executive Committee, including the activities implemented by the Cooperating IAs;

   (f) In the event that the last funding tranche is requested one or more years prior to the last year for which a consumption target had been established, annual Tranche Implementation Reports and, where applicable, verification reports on the current stage of the Plan should be submitted until all activities foreseen had been completed and HFC consumption targets had been met;

   (g) Ensuring that appropriate independent technical experts carry out the technical reviews;

   (h) Carrying out the required supervision missions;

(i) Ensuring the presence of an operating mechanism to allow for an effective and transparent implementation of the Tranche Implementation Plan and accurate data reporting;

(j) Coordinating the activities of the Cooperating IAs and ensuring the appropriate sequence of activities;

(k) In case of reductions in funding for failure to comply in accordance with paragraph 11 of the Agreement, to determine, in consultation with the Country and the Cooperating IAs, the allocation of the reductions to the different budget items and to the funding of the Lead IA and each Cooperating IA;

(l) Ensuring that disbursements made to the Country are based on the use of the indicators;

(m) Providing assistance with the policy, management and technical support when required;

(n) Reaching consensus with the Cooperating IAs on any planning, coordination and reporting arrangements required to facilitate the implementation of the Plan; and

(o) Timely releasing funds to the Country/participating enterprises for completing the activities related to the project.

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 Plan's results and of the consumption of Annex F substances mentioned in Appendix 1-A, as per subparagraph 5(b) of the Agreement and subparagraph 1(b) of Appendix 4-A.

APPENDIX 6-B: ROLE OF THE COOPERATING IMPLEMENTING AGENCIES

1. The Cooperating IAs will be responsible for a range of activities. These activities are specified in the 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 IAs, and referring to the Lead IA to ensure a coordinated sequence of activities;

(c) Providing reports to the Lead IA on these activities, for inclusion in the consolidated reports as per Appendix 4-A; and

(d) Reaching consensus with the Lead IA on any planning, coordination and reporting arrangements required to facilitate the implementation of the Plan.

APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY WITH THE TARGETS IN THE AGREEMENT

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US $5.92 per CO_2-eq 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, on the understanding that the maximum funding reduction would not exceed the funding level of the tranche being requested. Additional measures might be considered in cases where non-compliance extends for two consecutive years. Where the Country has failed to comply with the Agreement due to illegal trade, the reduction in funding would not be applied if the illegally traded controlled substances are seized and subsequently confiscated, destroyed, exported, or returned to the country of origin.

APPENDIX 8-A: SECTOR-SPECIFIC ARRANGEMENTS

1. That UNDP will include in progress reports submitted under the KIP the names and consumption of enterprises manufacturing HFC-based stand-alone commercial refrigeration equipment beyond the 27 enterprises assisted under the project, and that consumption will be deducted from the country's remaining HFC consumption eligible for funding when stage II of the KIP is submitted.

2. That UNDP would report on the quantity of HFCs phased out through carbon dioxide-based equipment manufactured by the enterprise Weston upon completion of the project, and that, if Weston phased out less than 5 metric tonnes of HFCs through the manufacture of carbon dioxide-based stand-alone refrigeration units, the enterprise would return to the Multilateral Fund, through UNDP, US $19.01/kg plus agency support costs for every kilogram not manufactured using carbon dioxide.

UNEP/OzL.Pro/ExCom/97/91, Decision 97/17(g) and Annex XV

KIP for the Congo (Stage I)

At its **93rd meeting**, the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for the Congo for the period 2023–2030 to reduce, by 2029, HFC consumption by 10 per cent of the country's average HFC consumption in the baseline years (i.e. 48.7 per cent of the country's baseline), in the amount of US $257,640, consisting of US $177,000, plus agency support costs of US $23,010, for UNIDO and US $51,000, plus agency support costs of US $6,630, for UNEP, as reflected in the schedule contained in annex XLII to the present report;

(b) To approve the first tranche of stage I of the KIP for the Congo, and the corresponding tranche implementation plan, in the amount of US $92,096, consisting of US $67,750, plus agency support costs of US $8,808, for UNIDO and US $13,750, plus agency support costs of US $1,788, for UNEP; and

(c) To request the Government of the Congo, UNIDO and UNEP and the Secretariat to finalize the draft Agreement between the Government of the Congo and the Executive Committee for the reduction in consumption of HFCs, including the information contained in the annex referred to in subparagraph (a) above, and to submit it to a future meeting once the KIP Agreement template had been approved by the Executive Committee.

UNEP/OzL.Pro/ExCom/93/105: Decision 93/58 and Annex XLII

At its **97th meeting**, the Executive Committee decided to approve the Agreement between the Government of the Congo and the Executive Committee for the reduction in consumption of HFCs in accordance with stage I of the KIP, contained in annex XVI to the present report.

UNEP/OzL.Pro/ExCom/97/91: Decision 97/17(h) and Annex XVI

Annex XVI

AGREEMENT BETWEEN THE GOVERNMENT OF THE CONGO AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROFLUOROCARBONS IN ACCORDANCE WITH STAGE I OF THE KIGALI HFC IMPLEMENTATION PLAN

(Period: 2023–2030)

Purpose

1. This Agreement represents the understanding of the Government of the Congo ("the Country") and the Executive Committee with respect to the reduction of controlled use of Annex F substances set out in Appendix 1-A ("The Substances") to a sustained level of 258,932 CO_2-equivalent (CO_2-eq) tonnes by 1 January 2029 in compliance with the Montreal Protocol schedule and the terms of this Agreement.

2. The Country agrees to meet the annual consumption limits of Annex F 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 Annex F 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 Annex F substances that exceeds the level defined in row 1.2 of Appendix 2-A as the final reduction step under this Agreement for Annex F substances specified in Appendix 1-A.

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 stage I of the Kigali HFC implementation plan ("the Plan") as approved. In accordance with subparagraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of Annex F substances 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.

Conditions for funding release

5. The Executive Committee will only provide the Funding, in accordance with the Funding Approval Schedule, when the Country satisfies the following conditions at least 10 weeks in advance of the applicable Executive Committee meeting set out in the Funding Approval Schedule:

(a) That the Country has met the Targets set out in row 1.2 of Appendix 2-A for all relevant years. Relevant years are all years since the year in which this Agreement was approved. Years for which there are no due country programme implementation reports at the date of the Executive Committee meeting at which the funding request is being presented are exempted;

(b) That the meeting of these Targets has been independently verified for all relevant years, unless the Executive Committee decided that such verification would not be required;

(c) That the Country had submitted a Tranche Implementation Report in accordance with Appendix 4-A ("Format of Tranche Implementation Reports and Plans") covering each previous calendar year; that it had achieved a significant level of implementation of

activities initiated with previously approved tranches; and that the rate of disbursement of funding available from the previously approved tranche was more than 20 per cent; and

(d) That the Country has submitted a Tranche Implementation Plan in accordance with Appendix 4-A covering each calendar year until and including the year for which the Funding Approval Schedule foresees the submission of the next tranche or, in case of the final tranche, until completion of all activities foreseen.

Monitoring

6. The Country will ensure that it conducts accurate monitoring of its activities under this Agreement. The institutions set out in Appendix 5-A ("Monitoring Institutions and Roles") will monitor and report on implementation of the activities in the previous Tranche Implementation Plans in accordance with their roles and responsibilities set out in the same appendix.

Flexibility in the reallocation of funds

7. The Executive Committee agrees that the Country may have the flexibility to reallocate part or all approved funds, according to the evolving circumstances, to achieve the smoothest reduction of consumption and phase-down of Annex F substances specified in Appendix 1-A, in accordance with the following considerations:

(a) Reallocations categorized as major changes must be documented in advance, either in a Tranche Implementation Plan as foreseen in subparagraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted 10 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 that would modify any clause of this Agreement;

(iii) Changes in the annual levels of funding allocated to the individual bilateral or implementing agencies for the different tranches;

(iv) Provision of funding for activities not included in the current endorsed Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 30 per cent of the total cost of the last approved tranche;

(v) Changes in alternative technologies, on the understanding that any submission for such a request would identify the associated incremental costs, the potential impact on the climate, and any differences in CO_2-eq tonnes to be phased down if applicable, as well as confirm that the Country agrees that potential savings related to the change of technology would accordingly decrease the overall funding level under this Agreement;

(b) Reallocations not categorized as major changes may be incorporated into the approved Tranche Implementation Plan, under implementation at the time, and reported to the Executive Committee in the subsequent Tranche Implementation Report; and

(c) Any remaining funds held by the bilateral or implementing agencies or the Country under the Plan will be returned to the Multilateral Fund upon completion of the last tranche foreseen under this Agreement.

8. Specific attention will be paid to the execution of activities in the refrigeration servicing sector included in the Plan, in particular that the Country may use the flexibility available under this Agreement to address specific needs that might arise during project implementation.

Bilateral and implementing agencies

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 the Lead IA and/or Cooperating IA taking part in this Agreement.

10. The Lead IA will be responsible for ensuring coordinated planning, implementation and reporting of all activities under this Agreement, including but not limited to the independent verification as per subparagraph 5(b). The Cooperating IA will support the Lead IA by implementing the Plan under the overall coordination of the Lead IA. The roles of the Lead IA and Cooperating IA are contained in Appendix 6-A and Appendix 6-B, respectively. 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.

Non-compliance with the Targets in the Agreement

11. Should the Country, for any reason, not meet the Targets for the elimination of Annex F 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 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 CO_2-eq 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 decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding 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 decisions 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.

Date of completion

14. The completion of the Plan 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 at that time there still be activities that are outstanding, and which were foreseen in the last Tranche Implementation Plan and its subsequent revisions as per subparagraph 5(d) and paragraph 7, the completion of the Plan will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per subparagraphs 1(a), 1(b),

and 1(d) of Appendix 4-A will continue until the time of the completion of the Plan unless otherwise specified by the Executive Committee.

Validity

15. All 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 Agreement may be modified or terminated only by mutual written agreement of the Country and the Executive Committee of the Multilateral Fund.

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substances	Starting point for aggregate reductions in consumption (CO_2-eq tonnes)
HFCs	n/a

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars		2023	2024	2025	2026	2027	2028	2029	2030	Total
1.1	Montreal Protocol reduction schedule of Annex F substances	%	n/a	freeze	freeze	freeze	freeze	freeze	10	10	n/a
		CO_2-eq tonnes	n/a	504,649	504,649	504,649	504,649	504,649	454,184	454,184	n/a
1.2	Maximum allowable total consumption of Annex F substances	Reduction in %	n/a	34.4	36.7	39.8	42.3	44.3	48.7	48.7	n/a
		CO_2-eq tonnes	304,964	330,903	319,196	303,718	291,384	281,270	258,932	258,932	n/a
2.1	Lead IA (UNIDO) agreed funding (US $)		67,750	0	0	96,500	0	0	0	12,750	177,000
2.2	Support costs for Lead IA (US $)		8,808	0	0	12,545	0	0	0	1,658	23,010
2.3	Cooperating IA (UNEP) agreed funding (US $)		13,750	0	0	27,500	0	0	0	9,750	51,000
2.4	Support costs for Cooperating IA (US $)		1,788	0	0	3,575	0	0	0	1,267	6,630
3.1	Total agreed funding (US $)		81,500	0	0	124,000	0	0	0	22,500	228,000
3.2	Total support costs (US $)		10,595	0	0	16,120	0	0	0	2,925	29,640
3.3	Total agreed costs (US $)		92,095	0	0	140,120	0	0	0	25,425	257,640

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 THE TRANCHE IMPLEMENTATION REPORTS AND PLANS

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

(a) A narrative report, with data provided by tranche, describing the progress achieved since the previous report, reflecting the situation of the Country in regard to phase-down of Annex F substances, how the different activities contribute to it, and how they relate to each other, including, where applicable, activities related to energy efficiency approved in the context of HFC phase-down pursuant to decision 91/65. The report should include the amount of Annex F substances consumption reduced as a direct result of the

implementation of activities, by substance, the alternative technology used and the related phase-in of alternatives, to allow the Secretariat to inform the Executive Committee on the resulting change in climate-relevant emissions. The report should also include quantitative information on the activities implemented and further highlight the successes, experiences, and challenges related to the different activities included in the Plan, reflecting any changes in the circumstances in the Country, and providing other relevant information. The report should also include information on and justification for any changes vis-à-vis the previously submitted Tranche Implementation Plan(s), such as delays, use of flexibility for the reallocation of funds during implementation of a tranche as provided for in paragraph 7 of this Agreement, or other changes;

(b) An independent verification report on the Plan's results and the consumption of Annex F substances, as per subparagraph 5(b) of the Agreement. If not decided otherwise by the Executive Committee, such a verification of consumption data must be provided with each tranche request, covering all relevant years for which a verification report has not yet been acknowledged by the Committee, as specified in subparagraph 5(a) of the Agreement;

(c) A written description of the activities to be undertaken during the period covered by the requested tranche including quantitative information, highlighting implementation milestones, the time of completion and the interdependence of the activities, and taking into account experiences made and progress achieved in the implementation of earlier tranches; the data in the Plan will be provided by calendar year. The description should 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 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 subparagraph 1(a) above; and

(d) An Executive Summary of about five paragraphs, summarizing the information contained in subparagraphs 1(a) to 1(c) above.

APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES

1. The national ozone unit (NOU), under the Ministry of the Environment, Sustainable Development and the Congo Basin in the Country, is responsible for monitoring the progress of implementation of the activities and sustainability of achieved results.

2. The monitoring will be conducted during the implementation of the Plan to ensure efficient and effective implementation; overall project coordination; stakeholder engagement and coordination; smooth implementation of activities planned under various tranches; delivery of trainings and other expected outcomes; and facilitation of the HFC consumption verification undertaken by the Lead IA.

3. The Ministry of the Environment, Sustainable Development and the Congo Basin will be responsible for the sustainability of consumption reduction targets achieved through the agreement.

4. The Lead IA will support the country in the monitoring of HFC imports. An independent consultant will be recruited by the Lead IA if required for the verification of the achievement. Annual report will be prepared by the NOU under the assistance of the Lead IA.

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 Plan;

(b) Assisting the Country in the preparation of the Tranche Implementation Reports and Plans as per Appendix 4-A;

(c) Providing independent verification to the Executive Committee that the Targets have been met and associated tranche activities have been completed as indicated in the Tranche Implementation Plan, consistent with Appendix 4-A;

(d) Ensuring that the experiences and progress are reflected in the updates to the overall Plan and in the future Tranche Implementation Plans, consistent with subparagraph 1(c) of Appendix 4-A;

(e) Fulfilling the reporting requirements of the Tranche Implementation Reports and Plans and of the overall Plan as specified in Appendix 4-A for submission to the Executive Committee including the activities implemented by the Cooperating IA;

(f) In the event that the last funding tranche is requested one or more years prior to the last year for which a consumption target had been established, annual Tranche Implementation Reports and, where applicable, verification reports on the current stage of the Plan should be submitted until all activities foreseen had been completed and HFC consumption targets had been met;

(g) Ensuring that appropriate independent technical experts carry out the technical reviews;

(h) Carrying out the required supervision missions;

(i) Ensuring the presence of an operating mechanism to allow for an effective and transparent implementation of the Tranche Implementation Plan and accurate data reporting;

(j) Coordinating the activities of the Cooperating IA and ensuring the appropriate sequence of activities;

(k) In case of reductions in funding for failure to comply in accordance with paragraph 11 of the Agreement, to determine, in consultation with the Country and the Cooperating IA, the allocation of the reductions to the different budget items and to the funding of the Lead IA and each Cooperating IA;

(l) Ensuring that disbursements made to the Country are based on the use of the indicators;

(m) Providing assistance with the policy, management and technical support when required;

(n) Reaching consensus with the Cooperating IA on any planning, coordination and reporting arrangements required to facilitate the implementation of the Plan; and

(o) Timely releasing funds to the Country/participating enterprises for completing the activities related to the project.

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 Plan's results and of the

consumption of Annex F substances mentioned in Appendix 1-A, as per subparagraph 5(b) of the Agreement and subparagraph 1(b) of Appendix 4-A.

APPENDIX 6-B: ROLE OF THE COOPERATING IMPLEMENTING AGENCIES

1. The Cooperating IA will be responsible for a range of activities. These activities are specified in the 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 referring to the Lead IA to ensure a coordinated sequence of activities;

(c) Providing reports to the Lead IA on these activities, for inclusion in the consolidated reports as per Appendix 4-A; and

(d) Reaching consensus with the Lead IA on any planning, coordination and reporting arrangements required to facilitate the implementation of the Plan.

APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY WITH THE TARGETS IN THE AGREEMENT

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US $7.00 per CO_2-eq 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, on the understanding that the maximum funding reduction would not exceed the funding level of the tranche being requested. Additional measures might be considered in cases where non-compliance extends for two consecutive years. Where the Country has failed to comply with the Agreement due to illegal trade, the reduction in funding would not be applied if the illegally traded controlled substances are seized and subsequently confiscated, destroyed, exported, or returned to the country of origin.

UNEP/OzL.Pro/ExCom/97/91: Decision 97/17(h) and Annex XVI

KIP for Costa Rica (Stage I)

At its **95th meeting**, the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Costa Rica for the period 2024-2029 to reduce HFC consumption by 10 per cent of the country's baseline by 2029, in the amount of US $618,280, plus agency support costs of US $78,011, for UNDP, as reflected in the schedule contained in annex XL to the present report;

(b) To note:

(i) That the Government of Costa Rica would establish its starting point for sustained aggregate reductions in HFC consumption on the basis of guidance provided by the Executive Committee;

(ii) That, once the cost guidelines for HFC phase-down had been agreed by the Executive Committee, the reductions from the country's remaining HFC consumption eligibility for funding would be determined in line with those guidelines;

(iii) That the reductions from the country's remaining HFC consumption eligible for funding, referred to in subparagraphs (b)(ii) above, would be deducted from the starting point referred to in subparagraph (b)(i);

(iv) That the Government of Costa Rica committed to ban the manufacturing of HFC based self-contained commercial refrigerator with refrigerant charge below 150 grams upon completion of the project to convert the manufacturing of commercial refrigerators in the enterprise Omega;

(c) To encourage the Government of Costa Rica to initiate during the implementation of stage I the development of a strategic approach for the sustained phase-out of HFC consumption in the local assembly and installation subsector for commercial refrigeration, for possible inclusion within stage II of the KIP, that included consideration of incentives and policy measures to sustain the phase-out achieved and taking into account document UNEP/OzL.Pro/ExCom 95/89 discussed at the 95th meeting;

(d) To approve the first tranche of stage I of the KIP for Costa Rica, and the corresponding tranche implementation plan, in the amount of US $370,968, plus agency support costs of US $46,807, for UNDP; and

(e) To request the Government of Costa Rica, UNDP and the Secretariat to finalize the draft Agreement between the Government of Costa Rica and the Executive Committee for the reduction in consumption of HFCs, including the information contained in the annex referred to in subparagraph (a) above, and to submit it to a future meeting once the KIP Agreement template has been approved by the Executive Committee.

UNEP/OzL.Pro/ExCom/95/94: Decision 95/63 and Annex XL

At its **97th meeting**, the Executive Committee decided to approve the Agreement between the Government of Costa Rica and the Executive Committee for the reduction in consumption of HFCs in accordance with stage I of the KIP, contained in annex XVII to the present report.

UNEP/OzL.Pro/ExCom/97/91: Decision 97/17(i) and Annex XVII

Annex XVII

AGREEMENT BETWEEN THE GOVERNMENT OF COSTA RICA AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROFLUOROCARBONS IN ACCORDANCE WITH STAGE I OF THE KIGALI HFC IMPLEMENTATION PLAN

(Period: 2024–2029)

Purpose

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 Annex F substances set out in Appendix 1-A ("The Substances") to a sustained level of 1,305,719 CO2-equivalent (CO2-eq) tonnes by 1 January 2029 in compliance with the Montreal Protocol schedule and the terms of this Agreement.

2. The Country agrees to meet the annual consumption limits of Annex F 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 Annex F 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 Annex F substances that exceeds the level defined in row 1.2 of Appendix 2-A as the final reduction step under this Agreement for Annex F substances specified in Appendix 1-A, and in respect to any consumption of Annex F substances that exceeds the level defined in row 4.1.3 (remaining consumption eligible for funding).

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 stage I of the Kigali HFC implementation plan ("the Plan") as approved. In accordance with subparagraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of Annex F substances 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.

Conditions for funding release

5. The Executive Committee will only provide the Funding, in accordance with the Funding Approval Schedule, when the Country satisfies the following conditions at least 10 weeks in advance of the applicable Executive Committee meeting set out in the Funding Approval Schedule:

(a) That the Country has met the Targets set out in row 1.2 of Appendix 2-A for all relevant years. Relevant years are all years since the year in which this Agreement was approved. Years for which there are no due country programme implementation reports at the date of the Executive Committee meeting at which the funding request is being presented are exempted;

(b) That the meeting of these Targets has been independently verified for all relevant years, unless the Executive Committee decided that such verification would not be required;

(c) That the Country had submitted a Tranche Implementation Report in accordance with Appendix 4-A ("Format of Tranche Implementation Reports and Plans") covering each previous calendar year; that it had achieved a significant level of implementation of

activities initiated with previously approved tranches; and that the rate of disbursement of funding available from the previously approved tranche was more than 20 per cent; and

(d) That the Country has submitted a Tranche Implementation Plan in accordance with Appendix 4-A covering each calendar year until and including the year for which the Funding Approval Schedule foresees the submission of the next tranche or, in case of the final tranche, until completion of all activities foreseen.

Monitoring

6. The Country will ensure that it conducts accurate monitoring of its activities under this Agreement. The institutions set out in Appendix 5-A ("Monitoring Institutions and Roles") will monitor and report on implementation of the activities in the previous Tranche Implementation Plans in accordance with their roles and responsibilities set out in the same appendix.

Flexibility in the reallocation of funds

7. The Executive Committee agrees that the Country may have the flexibility to reallocate part or all approved funds, according to the evolving circumstances, to achieve the smoothest reduction of consumption and phase-down of Annex F substances specified in Appendix 1-A, in accordance with the following considerations:

(a) Reallocations categorized as major changes must be documented in advance, either in a Tranche Implementation Plan as foreseen in subparagraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted 10 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 that would modify any clause of this Agreement;

(iii) Changes in the annual levels of funding allocated to the individual bilateral or implementing agencies for the different tranches;

(iv) Provision of funding for activities not included in the current endorsed Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 30 per cent of the total cost of the last approved tranche;

(v) Changes in alternative technologies, on the understanding that any submission for such a request would identify the associated incremental costs, the potential impact on the climate, and any differences in CO2-eq tonnes to be phased down if applicable, as well as confirm that the Country agrees that potential savings related to the change of technology would accordingly decrease the overall funding level under this Agreement;

(b) Reallocations not categorized as major changes may be incorporated into the approved Tranche Implementation Plan, under implementation at the time, and reported to the Executive Committee in the subsequent Tranche Implementation Report;

(c) Any enterprise included in the Plan that would be found to be ineligible under the policies of the Multilateral Fund (i.e., due to foreign ownership or establishment after the applicable cut-off date) would not receive financial assistance. This information would be reported as part of the Tranche Implementation Plan; and

(d) Any remaining funds held by the bilateral or implementing agencies or the Country under the Plan will be returned to the Multilateral Fund upon completion of the last tranche foreseen under this Agreement.

8. Specific attention will be paid to the execution of activities in the refrigeration servicing sector included in the Plan, in particular that the Country may use the flexibility available under this Agreement to address specific needs that might arise during project implementation.

Bilateral and implementing agencies

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 the Lead IA taking part in this Agreement.

10. The Lead IA will be responsible for ensuring coordinated planning, implementation and reporting of all activities under this Agreement, including but not limited to the independent verification as per subparagraph 5(b). The role of the Lead IA is contained in Appendix 6-A. The Executive Committee agrees, in principle, to provide the Lead IA with the fees set out in row 2.2 of Appendix 2-A.

Non-compliance with the Targets in the Agreement

11. Should the Country, for any reason, not meet the Targets for the elimination of Annex F 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 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 CO2-eq 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 decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding 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 decisions 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 the information necessary to verify compliance with this Agreement.

Date of completion

14. The completion of the Plan 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 at that time there still be activities that are outstanding, and which were foreseen in the last Tranche Implementation Plan and its subsequent revisions as per subparagraph 5(d) and paragraph 7, the completion of the Plan will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per subparagraphs 1(a), 1(b),

and 1(d) of Appendix 4-A will continue until the time of the completion of the Plan unless otherwise specified by the Executive Committee.

Validity

15. All 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 Agreement may be modified or terminated only by mutual written agreement of the Country and the Executive Committee of the Multilateral Fund.

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substances	Starting point for aggregate reductions in consumption (CO_2-eq tonnes)
HFCs	To be determined (TBD)

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars		2024	2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances	%	freeze	freeze	freeze	freeze	freeze	10	n/a
		CO_2-eq tonnes	1,450,799	1,450,799	1,450,799	1,450,799	1,450,799	1,305,719	n/a
1.2	Maximum allowable total consumption of Annex F substances	Reduction in %	0.0	0.0	0.0	0.0	0.0	10.0	n/a
		CO_2-eq tonnes	1,450,799	1,450,799	1,450,799	1,450,799	1,450,799	1,305,719	n/a
2.1	Lead IA (UNDP) agreed funding (US $)		370,968	0	0	247,312	0	0	618,280
2.2	Support costs for Lead IA (US $)		46,807	0	0	31,204	0	0	78,011
3.1	Total agreed funding (US $)		370,968	0	0	247,312	0	0	618,280
3.2	Total support costs (US $)		46,807	0	0	31,204	0	0	78,011
3.3	Total agreed costs (US $)		417,775	0	0	278,516	0	0	696,291
4.1.1	Deduction of HFCs under this Agreement (CO_2-eq tonnes)								211,399
4.1.2	Deduction of HFCs from previously approved projects (CO_2-eq tonnes)								0
4.1.3	Remaining eligible consumption for HFCs (CO_2-eq tonnes)								TBD

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 THE TRANCHE IMPLEMENTATION REPORTS AND PLANS

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

(a) A narrative report, with data provided by tranche, describing the progress achieved since the previous report, reflecting the situation of the Country in regard to phase-down of Annex F substances, how the different activities contribute to it, and how they relate to each other, including, where applicable, activities related to energy efficiency approved in

the context of HFC phase-down pursuant to decision 91/65. The report should include the amount of Annex F substances consumption reduced as a direct result of the implementation of activities, by substance, the alternative technology used and the related phase-in of alternatives, to allow the Secretariat to inform the Executive Committee on the resulting change in climate-relevant emissions. The report should also include quantitative information on the activities implemented and further highlight the successes, experiences, and challenges related to the different activities included in the Plan, reflecting any changes in the circumstances in the Country, and providing other relevant information. The report should also include information on and justification for any changes vis-à-vis the previously submitted Tranche Implementation Plan(s), such as delays, use of flexibility for the reallocation of funds during implementation of a tranche as provided for in paragraph 7 of this Agreement, or other changes;

(b) An independent verification report on the Plan's results and the consumption of Annex F substances, as per subparagraph 5(b) of the Agreement. If not decided otherwise by the Executive Committee, such a verification of consumption data must be provided with each tranche request, covering all relevant years for which a verification report has not yet been acknowledged by the Committee, as specified in subparagraph 5(a) of the Agreement;

(c) A written description of the activities to be undertaken during the period covered by the requested tranche including quantitative information, highlighting implementation milestones, the time of completion and the interdependence of the activities, and taking into account experiences made and progress achieved in the implementation of earlier tranches; the data in the Plan will be provided by calendar year. The description should 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 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 subparagraph 1(a) above; and

(d) An Executive Summary of about five paragraphs, summarizing the information contained in subparagraphs 1(a) to 1(c) above.

APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES

1. The Ministry of Environment and Energy (MINAE) is the authority responsible for the implementation of national actions related to the preservation of the ozone layer under the Montreal Protocol. The Directorate of Environmental Quality Management (DIGECA) is the focal point of the Montreal Protocol designated by the Ministry of Foreign Affairs and Worship and MINAE. DIGECA coordinates with other public institutions and organizations and with the private sector for the implementation of activities under stage I of the KIP. The roles and responsibilities of these institutions are described as follows:

(a) DIGECA is responsible for granting import licenses for controlled substances, distributing annual import quotas as established in the reduction schedule, and approving permits for the import and export of controlled substances, ensuring the sustainability of annual reductions and compliance with established commitments.

(b) Ministry of Finance and its customs offices are responsible for regulating international trade of controlled substances, monitoring imports and enforcing quotas together with other governing entities, and is in charge of public procurement;

(c) Ministry of Health is responsible for issuing the corresponding regulations for the use of controlled substances;

(d) Training and technical training institutions such as the National Institute of Learning (INA), the Ministry of Public Education (MEP), the Samuel Foundation, Public Universities will support strengthening of the technical capabilities of refrigeration and air-conditioning technicians and professionals;

(e) DIGECA will collaborate with the industrial chambers and associations (Chamber of Industries, Association of Industrial Technicians, Federated College of Engineers and Architects, Chamber of Commerce, Costa Rican refrigeration, air conditioning and ventilation chamber. (CCRAVE), among others) when dealing with overarching issues for the interest of the industry during the process of complete elimination of HFCs;

(f) DIGECA will also work with other Government departments responsible for the National Quality System, including the technical standards body, for updating and adoption of the technical standards and regulations required for the implementation of the Montreal Protocol; and

(g) The Lead IA will provide administrative, budgetary and financial monitoring necessary for the implementation of project activities.

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 Plan;

(b) Assisting the Country in the preparation of the Tranche Implementation Reports and Plans as per Appendix 4-A;

(c) Providing independent verification to the Executive Committee that the Targets have been met and associated tranche activities have been completed as indicated in the Tranche Implementation Plan, consistent with Appendix 4-A;

(d) Ensuring that the experiences and progress are reflected in the updates to the overall Plan and in the future Tranche Implementation Plans, consistent with subparagraph 1(c) of Appendix 4-A;

(e) Fulfilling the reporting requirements of the Tranche Implementation Reports and Plans and of the overall Plan as specified in Appendix 4-A for submission to the Executive Committee;

(f) In the event that the last funding tranche is requested one or more years prior to the last year for which a consumption target had been established, annual Tranche Implementation Reports and, where applicable, verification reports on the current stage of the Plan should be submitted until all activities foreseen had been completed and HFC consumption targets had been met;

(g) Ensuring that appropriate independent technical experts carry out the technical reviews;

(h) Carrying out the required supervision missions;

(i) Ensuring the presence of an operating mechanism to allow for an effective and transparent implementation of the Tranche Implementation Plan and accurate data reporting;

(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 the allocation of the reductions to the different budget items and to the funding of the Lead IA;

(k) Ensuring that disbursements made to the Country are based on the use of the indicators;

(l) Providing assistance with the policy, management and technical support when required; and

(m) Timely releasing funds to the Country/participating enterprises for completing the activities related to the project.

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 Plan's results and of the consumption of Annex F substances mentioned in Appendix 1-A, as per subparagraph 5(b) of the Agreement and subparagraph 1(b) of Appendix 4-A.

APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY WITH THE TARGETS IN THE AGREEMENT

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US $5.85 per CO_2-eq 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, on the understanding that the maximum funding reduction would not exceed the funding level of the tranche being requested. Additional measures might be considered in cases where non-compliance extends for two consecutive years. Where the Country has failed to comply with the Agreement due to illegal trade, the reduction in funding would not be applied if the illegally traded controlled substances are seized and subsequently confiscated, destroyed, exported, or returned to the country of origin.

APPENDIX 8-A: SECTOR-SPECIFIC ARRANGEMENTS

1. During the implementation of the Plan, the Country is encouraged to initiate the development of a strategic approach for the sustained phase-out of HFC consumption in the local assembly and installation subsector for commercial refrigeration, for possible inclusion within stage II of the Plan, that includes consideration of incentives and policy measures to sustain the phase-out achieved and taking into account document UNEP/OzL.Pro/ExCom 95/89 discussed at the 95th meeting.

UNEP/OzL.Pro/ExCom/97/91: Decision 97/17(i) and Annex XVII

KIP for Cuba (Stage I)

At its **93rd meeting**, the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Cuba for the period 2023–2029 to reduce, by 2029, HFC consumption by 10 per cent of the country's baseline, in the amount of US $325,000, plus agency support costs of US $42,250, for UNDP, as reflected in the schedule contained in annex XLIII to the present report;

(b) To note:

(i) That the Government of Cuba would establish its starting point for sustained aggregate reductions in HFC consumption on the basis of guidance provided by the Executive Committee;

(ii) That, once the cost guidelines for HFC phase-down had been agreed by the Executive Committee, the reductions from the country's remaining HFC consumption eligible for funding would be determined in accordance with those guidelines;

(iii) That the reductions from the country's remaining HFC consumption eligible for funding referred to in subparagraph (b)(ii) above would be deducted from the starting point referred to in subparagraph (b)(i) above;

(iv) That, if the HFC consumption level for Cuba in any of the years 2024 to 2025 was above the Montreal Protocol control limits or the maximum allowable consumption in the future Agreement between the Government of Cuba and the Executive Committee, on the understanding that the Government of Cuba would continue to make every effort to meet those control limits, the Secretariat would inform and seek guidance from the Executive Committee on the procedure to follow in light of decision XXXV/16;

(v) That, during the implementation of stage I of the KIP, the Government of Cuba would be allowed, on an exceptional basis, to submit investment projects in the refrigeration and air-conditioning sector to achieve additional HFC reductions;

(vi) That a project to phase out HFCs contained in imported pre-blended polyols in the polyurethane foam sector in Cuba would be subject to the decision taken by the Committee on whether it would fund the phase-out of HFCs contained in imported pre-blended polyols;

(vii) That, upon completion of the end-user technology demonstration project in the commercial refrigeration sector included in stage I of the KIP, UNDP would submit a final report on the implementation of the project, including the HFC phase-out and energy-efficiency gains achieved, in line with subparagraph (g) of decision 92/36;

(c) To approve the first tranche of stage I of the KIP for Cuba, and the corresponding tranche implementation plan, in the amount of US $160,000, plus agency support costs of US $20,800, for UNDP; and

(d) To request the Government of Cuba, UNDP and the Secretariat to finalize the draft Agreement between the Government of Cuba and the Executive Committee for the reduction in consumption of HFCs, including the information contained in the annex

referred to in subparagraph (a) above, and to submit it to a future meeting once the KIP Agreement template had been approved by the Executive Committee.

UNEP/OzL.Pro/ExCom/93/105: Decision 93/59 and Annex XLIII

At its **97th meeting**, the Executive Committee decided to approve the Agreement between the Government of Cuba and the Executive Committee for the reduction in consumption of HFCs in accordance with stage I of the KIP, contained in annex XVIII to the present report.

UNEP/OzL.Pro/ExCom/97/91: Decision 97/17 and Annex XVIII

Annex XVIII

AGREEMENT BETWEEN THE GOVERNMENT OF CUBA AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROFLUOROCARBONS IN ACCORDANCE WITH STAGE I OF THE KIGALI HFC IMPLEMENTATION PLAN

(Period: 2023–2029)

Purpose

1. This Agreement represents the understanding of the Government of Cuba ("the Country") and the Executive Committee with respect to the reduction of controlled use of Annex F substances set out in Appendix 1-A ("The Substances") to a sustained level of 927,596 CO_2-equivalent (CO_2-eq) tonnes by 1 January 2029 in compliance with the Montreal Protocol schedule and the terms of this Agreement.

2. The Country agrees to meet the annual consumption limits of Annex F 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 Annex F 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 Annex F substances that exceeds the level defined in row 1.2 of Appendix 2-A as the final reduction step under this Agreement for Annex F substances specified in Appendix 1-A.

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 stage I of the Kigali HFC implementation plan ("the Plan") as approved. In accordance with subparagraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of Annex F substances 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.

Conditions for funding release

5. The Executive Committee will only provide the Funding, in accordance with the Funding Approval Schedule, when the Country satisfies the following conditions at least 10 weeks in advance of the applicable Executive Committee meeting set out in the Funding Approval Schedule:

(a) That the Country has met the Targets set out in row 1.2 of Appendix 2-A for all relevant years. Relevant years are all years since the year in which this Agreement was approved. Years for which there are no due country programme implementation reports at the date of the Executive Committee meeting at which the funding request is being presented are exempted;

(b) That the meeting of these Targets has been independently verified for all relevant years, unless the Executive Committee decided that such verification would not be required;

(c) That the Country had submitted a Tranche Implementation Report in accordance with Appendix 4-A ("Format of Tranche Implementation Reports and Plans") covering each previous calendar year; that it had achieved a significant level of implementation of

activities initiated with previously approved tranches; and that the rate of disbursement of funding available from the previously approved tranche was more than 20 per cent; and

(d) That the Country has submitted a Tranche Implementation Plan in accordance with Appendix 4-A covering each calendar year until and including the year for which the Funding Approval Schedule foresees the submission of the next tranche or, in case of the final tranche, until completion of all activities foreseen.

Monitoring

6. The Country will ensure that it conducts accurate monitoring of its activities under this Agreement. The institutions set out in Appendix 5-A ("Monitoring Institutions and Roles") will monitor and report on implementation of the activities in the previous Tranche Implementation Plans in accordance with their roles and responsibilities set out in the same appendix.

Flexibility in the reallocation of funds

7. The Executive Committee agrees that the Country may have the flexibility to reallocate part or all approved funds, according to the evolving circumstances, to achieve the smoothest reduction of consumption and phase-down of Annex F substances specified in Appendix 1-A, in accordance with the following considerations:

(a) Reallocations categorized as major changes must be documented in advance, either in a Tranche Implementation Plan as foreseen in subparagraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted 10 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 that would modify any clause of this Agreement;

(iii) Changes in the annual levels of funding allocated to the individual bilateral or implementing agencies for the different tranches;

(iv) Provision of funding for activities not included in the current endorsed Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 30 per cent of the total cost of the last approved tranche;

(v) Changes in alternative technologies, on the understanding that any submission for such a request would identify the associated incremental costs, the potential impact on the climate, and any differences in CO_2-eq tonnes to be phased down if applicable, as well as confirm that the Country agrees that potential savings related to the change of technology would accordingly decrease the overall funding level under this Agreement;

(b) Reallocations not categorized as major changes may be incorporated into the approved Tranche Implementation Plan, under implementation at the time, and reported to the Executive Committee in the subsequent Tranche Implementation Report;

(c) Any enterprise included in the Plan that would be found to be ineligible under the policies of the Multilateral Fund (i.e., due to foreign ownership or establishment after the applicable cut-off date) would not receive financial assistance. This information would be reported as part of the Tranche Implementation Plan; and

(d) Any remaining funds held by the bilateral or implementing agencies or the Country under the Plan will be returned to the Multilateral Fund upon completion of the last tranche foreseen under this Agreement.

8. Specific attention will be paid to the execution of activities in the refrigeration servicing sector included in the Plan, in particular that the Country may use the flexibility available under this Agreement to address specific needs that might arise during project implementation.

Bilateral and implementing agencies

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 the Lead IA taking part in this Agreement.

10. The Lead IA will be responsible for ensuring coordinated planning, implementation and reporting of all activities under this Agreement, including but not limited to the independent verification as per subparagraph 5(b). The role of the Lead IA is contained in Appendix 6-A. The Executive Committee agrees, in principle, to provide the Lead IA with the fees set out in row 2.2 of Appendix 2-A.

Non-compliance with the Targets in the Agreement

11. Should the Country, for any reason, not meet the Targets for the elimination of Annex F 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 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 CO_2-eq 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 decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding 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 decisions 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 the information necessary to verify compliance with this Agreement.

Date of completion

14. The completion of the Plan 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 at that time there still be activities that are outstanding, and which were foreseen in the last Tranche Implementation Plan and its subsequent revisions as per subparagraph 5(d) and paragraph 7, the completion of the Plan will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per subparagraphs 1(a), 1(b), and 1(d) of Appendix 4-A

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

Validity

15. All 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 Agreement may be modified or terminated only by mutual written agreement of the Country and the Executive Committee of the Multilateral Fund.

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substances	Starting point for aggregate reductions in consumption (CO_2-eq tonnes)
HFCs	n/a

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars		2023	2024	2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances	%	n/a	freeze	freeze	freeze	freeze	freeze	10	n/a
		CO_2-eq tonnes	n/a	1,030,662	1,030,662	1,030,662	1,030,662	1,030,662	927,596	n/a
1.2	Maximum allowable total consumption of Annex F substances	Reduction in %	n/a	0.0	0.0	0.0	0.0	0.0	10.0	n/a
		CO_2-eq tonnes	n/a	1,030,662	1,030,662	1,030,662	1,030,662	1,030,662	927,596	n/a
2.1	Lead IA (UNDP) agreed funding (US $)		160,000	0	0	130,000	0	0	35,000	325,000
2.2	Support costs for Lead IA (US $)		20,800	0	0	16,900	0	0	4,550	42,250
3.1	Total agreed funding (US $)		160,000	0	0	130,000	0	0	35,000	325,000
3.2	Total support costs (US $)		20,800	0	0	16,900	0	0	4,550	42,250
3.3	Total agreed costs (US $)		180,800	0	0	146,900	0	0	39,550	367,250

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 THE TRANCHE IMPLEMENTATION REPORTS AND PLANS

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

(a) A narrative report, with data provided by tranche, describing the progress achieved since the previous report, reflecting the situation of the Country in regard to phase-down of Annex F substances, how the different activities contribute to it, and how they relate to each other, including, where applicable, activities related to energy efficiency approved in the context of HFC phase-down pursuant to decision 91/65. The report should include the amount of Annex F substances consumption reduced as a direct result of the implementation

of activities, by substance, the alternative technology used and the related phase-in of alternatives, to allow the Secretariat to inform the Executive Committee on the resulting change in climate-relevant emissions. The report should also include quantitative information on the activities implemented and further highlight the successes, experiences, and challenges related to the different activities included in the Plan, reflecting any changes in the circumstances in the Country, and providing other relevant information. The report should also include information on and justification for any changes vis-à-vis the previously submitted Tranche Implementation Plan(s), such as delays, use of flexibility for the reallocation of funds during implementation of a tranche as provided for in paragraph 7 of this Agreement, or other changes;

(b) An independent verification report on the Plan's results and the consumption of Annex F substances, as per subparagraph 5(b) of the Agreement. If not decided otherwise by the Executive Committee, such a verification of consumption data must be provided with each tranche request, covering all relevant years for which a verification report has not yet been acknowledged by the Committee, as specified in subparagraph 5(a) of the Agreement;

(c) A written description of the activities to be undertaken during the period covered by the requested tranche including quantitative information, highlighting implementation milestones, the time of completion and the interdependence of the activities, and taking into account experiences made and progress achieved in the implementation of earlier tranches; the data in the Plan will be provided by calendar year. The description should 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 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 subparagraph 1(a) above; and

(d) An Executive Summary of about five paragraphs, summarizing the information contained in subparagraphs 1(a) to 1(c) above.

APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES

1. Supervision will be provided by the Ministry of Science, Technology and Environment, through the Ozone Technical Office (OTOZ), part of Cubaenergía, with assistance from the Lead IA.

2. Consumption will be monitored and determined from official data, on the import and export of substances registered by the National Customs Directorate (DGA).

3. OTOZ will compile and report the following data and information each year or before the deadlines:

(a) Annual reports on the consumption of the substances to be submitted to the Ozone Secretariat; and

(b) Annual reports on progress in implementing the Plan will be submitted to the Executive Committee of the Multilateral Fund.

4. The monitoring will be conducted during the implementation of the Plan to ensure efficient and effective implementation; overall project coordination; stakeholder engagement and coordination; smooth implementation of activities planned under various tranches; delivery of trainings and other expected outcomes; and facilitation of the HFC consumption verification undertaken by the Lead IA.

5. The Ministry of Science, Technology and Environment coordinates all activities aimed at achieving and sustaining the commitments to reduce HFC consumption with different entities at the national level, including the Ministry of Domestic Trade (MINCIN), the Ministry of External Trade (MINCEX), the

Ministry of Public Health (MINSAP), the Ministry of Energy and Mines (MINEM), the DGA, the Office of Environmental Regulation and Safety (ORSA) and the productive sectors.

6. The Ministry of Science Technology and Environment will be responsible for the sustainability of consumption reduction targets achieved through the Agreement.

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 Plan;

   (b) Assisting the Country in the preparation of the Tranche Implementation Reports and Plans as per Appendix 4-A;

   (c) Providing independent verification to the Executive Committee that the Targets have been met and associated tranche activities have been completed as indicated in the Tranche Implementation Plan, consistent with Appendix 4-A;

   (d) Ensuring that the experiences and progress are reflected in the updates to the overall Plan and in the future Tranche Implementation Plans, consistent with subparagraph 1(c) of Appendix 4-A;

   (e) Fulfilling the reporting requirements of the Tranche Implementation Reports and Plans and of the overall Plan as specified in Appendix 4-A for submission to the Executive Committee;

   (f) In the event that the last funding tranche is requested one or more years prior to the last year for which a consumption target had been established, annual Tranche Implementation Reports and, where applicable, verification reports on the current stage of the Plan should be submitted until all activities foreseen had been completed and HFC consumption targets had been met;

   (g) Ensuring that appropriate independent technical experts carry out the technical reviews;

   (h) Carrying out the required supervision missions;

   (i) Ensuring the presence of an operating mechanism to allow for an effective and transparent implementation of the Tranche Implementation Plan and accurate data reporting;

   (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, the allocation of the reductions to the different budget items and to the funding of the Lead IA;

   (k) Ensuring that disbursements made to the Country are based on the use of the indicators;

   (l) Providing assistance with the policy, management and technical support when required; and

   (m) Timely releasing funds to the Country/participating enterprises for completing the activities related to the project.

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 Plan's results and of the

consumption of Annex F substances mentioned in Appendix 1-A, as per subparagraph 5(b) of the Agreement and subparagraph 1(b) of Appendix 4-A.

APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY WITH THE TARGETS IN THE AGREEMENT

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US $7.00 per CO_2-eq 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, on the understanding that the maximum funding reduction would not exceed the funding level of the tranche being requested. Additional measures might be considered in cases where non-compliance extends for two consecutive years. Where the Country has failed to comply with the Agreement due to illegal trade, the reduction in funding would not be applied if the illegally traded controlled substances are seized and subsequently confiscated, destroyed, exported, or returned to the country of origin.

APPENDIX 8-A: SECTOR-SPECIFIC ARRANGEMENTS

1. During the implementation of the Plan, the Country will be allowed, on an exceptional basis, to submit investment projects in the refrigeration and air-conditioning sector to achieve additional HFC reductions.

2. A project to phase out HFCs contained in imported pre-blended polyols in the polyurethane foam sector in the Country will be subject to the decision taken by the Committee on whether it would fund the phase-out of HFCs contained in imported pre-blended polyols.

UNEP/OzL.Pro/ExCom/97/91: Decision 97/17 and Annex XVIII

KIP for the Dominican Republic (Stage I)

At its **93rd meeting**, the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for the Dominican Republic for the period 2023–2029 to reduce, by 2029, HFC consumption by 10 per cent of the country's baseline, in the amount of US $1,274,702, consisting of US $794,168, plus agency support costs of US $55,592, for UNDP, US $269,949, plus agency support costs of US $35,093, for UNEP and US $110,000, plus agency support costs of US $9,900, for UNIDO, as reflected in the schedule contained in annex XLIV to the present report;

(b) To note:

(i) That, in line with decision 81/57, stage I of the KIP included an additional US $144,709, consisting of US $49,825, plus agency support costs of US $4,484, for UNDP and US $80,000, plus agency support costs of US $10,400, for the Government of Canada, related to the project approved at the 81st meeting to phase out 4.01 metric tonnes (5,734.3 carbon dioxide-equivalent tonnes) of HFC-134a and 0.15 metric tonnes (588.3 carbon dioxide-equivalent tonnes) of R-404A at the commercial refrigerator manufacturing enterprise Fábrica de Refrigeradores Comerciales, SRL (FARCO);

(ii) That the Government of the Dominican Republic would establish its starting point for sustained aggregate reductions in HFC consumption on the basis of guidance provided by the Executive Committee;

(iii) That, once the cost guidelines for HFC phase-down had been agreed by the Executive Committee, the reductions from the country's remaining HFC consumption eligible for funding would be determined in accordance with the guidelines;

(iv) That the reductions from the country's remaining HFC consumption eligible for funding referred to in subparagraph (b)(iii) above would be deducted from the starting point referred to in subparagraph (b)(ii) above;

(c) To note also:

(i) That the Government of the Dominican Republic would continue to monitor its HFC consumption to understand the extent to which reported consumption in the baseline years was representative of the local market's needs and to assess what HFC demand would be, and would provide that analysis when submitting the second tranche of its KIP;

(ii) That, on the basis of the information provided in subparagraph (c)(i) above, the maximum allowable consumption limits for the remaining years of stage I of the KIP, as contained in Appendix 2-A to the future Agreement between the Government of the Dominican Republic and the Executive Committee would be revised when the Committee considered the second tranche of the KIP;

(d) To approve the first tranche of stage I of the KIP for the Dominican Republic, and the corresponding tranche implementation plan, in the amount of US $581,693, consisting of US $365,106, plus agency support costs of US $25,557, for UNDP, US $120,774, plus

agency support costs of US $15,701, for UNEP and US $50,050, plus agency support costs of US $4,505, for UNIDO; and

(e) To request the Government of the Dominican Republic, UNDP, UNEP, UNIDO and the Secretariat to finalize the draft Agreement between the Government of the Dominican Republic and the Executive Committee for the reduction in consumption of HFCs, including the information contained in the annex referred to in subparagraph (a) above, and to submit it to a future meeting once the KIP Agreement template had been approved by the Executive Committee.

UNEP/OzL.Pro/ExCom/93/105: Decision 93/60 and Annex XLIV

At its **97th meeting**, the Executive Committee decided to approve the Agreement between the Government of the Dominican Republic and the Executive Committee for the reduction in consumption of HFCs in accordance with stage I of the KIP, contained in annex XIX to the present report.

UNEP/OzL.Pro/ExCom/97/91: Decision 97/17(k) and Annex XIX

Annex XIX

AGREEMENT BETWEEN THE GOVERNMENT OF THE DOMINICAN REPUBLIC AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROFLUOROCARBONS IN ACCORDANCE WITH STAGE I OF THE KIGALI HFC IMPLEMENTATION PLAN

(Period: 2023–2029)

Purpose

1. This Agreement represents the understanding of the Government of the Dominican Republic ("the Country") and the Executive Committee with respect to the reduction of controlled use of Annex F substances set out in Appendix 1-A ("The Substances") to a sustained level of 3,450,680 CO_2-equivalent (CO_2-eq) tonnes by 1 January 2029 in compliance with the Montreal Protocol schedule and the terms of this Agreement.

2. The Country agrees to meet the annual consumption limits of Annex F 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 Annex F 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 Annex F substances that exceeds the level defined in row 1.2 of Appendix 2-A as the final reduction step under this Agreement for Annex F substances specified in Appendix 1-A, and in respect to any consumption of Annex F substances that exceeds the level defined in row 4.1.3 (remaining consumption eligible for funding).

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 stage I of the Kigali HFC implementation plan ("the Plan") as approved. In accordance with subparagraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of Annex F substances 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.

Conditions for funding release

5. The Executive Committee will only provide the Funding, in accordance with the Funding Approval Schedule, when the Country satisfies the following conditions at least 10 weeks in advance of the applicable Executive Committee meeting set out in the Funding Approval Schedule:

(a) That the Country has met the Targets set out in row 1.2 of Appendix 2-A for all relevant years. Relevant years are all years since the year in which this Agreement was approved. Years for which there are no due country programme implementation reports at the date of the Executive Committee meeting at which the funding request is being presented are exempted;

(b) That the meeting of these Targets has been independently verified for all relevant years, unless the Executive Committee decided that such verification would not be required;

(c) That the Country had submitted a Tranche Implementation Report in accordance with Appendix 4-A ("Format of Tranche Implementation Reports and Plans") covering each

previous calendar year; that it had achieved a significant level of implementation of activities initiated with previously approved tranches; and that the rate of disbursement of funding available from the previously approved tranche was more than 20 per cent; and

(d) That the Country has submitted a Tranche Implementation Plan in accordance with Appendix 4-A covering each calendar year until and including the year for which the Funding Approval Schedule foresees the submission of the next tranche or, in case of the final tranche, until completion of all activities foreseen.

Monitoring

6. The Country will ensure that it conducts accurate monitoring of its activities under this Agreement. The institutions set out in Appendix 5-A ("Monitoring Institutions and Roles") will monitor and report on implementation of the activities in the previous Tranche Implementation Plans in accordance with their roles and responsibilities set out in the same appendix.

Flexibility in the reallocation of funds

7. The Executive Committee agrees that the Country may have the flexibility to reallocate part or all approved funds, according to the evolving circumstances, to achieve the smoothest reduction of consumption and phase-down of Annex F substances specified in Appendix 1-A, in accordance with the following considerations:

(a) Reallocations categorized as major changes must be documented in advance, either in a Tranche Implementation Plan as foreseen in subparagraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted 10 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 that would modify any clause of this Agreement;

(iii) Changes in the annual levels of funding allocated to the individual bilateral or implementing agencies for the different tranches;

(iv) Provision of funding for activities not included in the current endorsed Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 30 per cent of the total cost of the last approved tranche;

(v) Changes in alternative technologies, on the understanding that any submission for such a request would identify the associated incremental costs, the potential impact on the climate, and any differences in CO_2-eq tonnes to be phased down if applicable, as well as confirm that the Country agrees that potential savings related to the change of technology would accordingly decrease the overall funding level under this Agreement;

(b) Reallocations not categorized as major changes may be incorporated into the approved Tranche Implementation Plan, under implementation at the time, and reported to the Executive Committee in the subsequent Tranche Implementation Report;

(c) Any enterprise included in the Plan that would be found to be ineligible under the policies of the Multilateral Fund (i.e., due to foreign ownership or establishment after the applicable cut-off date) would not receive financial assistance. This information would be reported as part of the Tranche Implementation Plan; and

(d) Any remaining funds held by the bilateral or implementing agencies or the Country under the Plan will be returned to the Multilateral Fund upon completion of the last tranche foreseen under this Agreement.

8. Specific attention will be paid to the execution of activities in the refrigeration servicing sector included in the Plan, in particular that the Country may use the flexibility available under this Agreement to address specific needs that might arise during project implementation.

Bilateral and implementing agencies

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 and UNIDO have agreed to be the cooperating implementing agencies (the "Cooperating IAs") 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 the Lead IA and/or Cooperating IAs taking part in this Agreement.

10. The Lead IA will be responsible for ensuring coordinated planning, implementation and reporting of all activities under this Agreement, including but not limited to the independent verification as per subparagraph 5(b). The Cooperating IAs will support the Lead IA by implementing the Plan under the overall coordination of the Lead IA. The roles of the Lead IA and Cooperating IAs are contained in Appendix 6-A and Appendix 6-B, respectively. The Executive Committee agrees, in principle, to provide the Lead IA and the Cooperating IAs with the fees set out in rows 2.2, 2.4, and 2.6 of Appendix 2-A.

Non-compliance with the Targets in the Agreement

11. Should the Country, for any reason, not meet the Targets for the elimination of Annex F 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 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 CO_2-eq 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 decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding 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 decisions 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 IAs to facilitate implementation of this Agreement. In particular, it will provide the Lead IA and the Cooperating IAs with access to the information necessary to verify compliance with this Agreement.

Date of completion

14. The completion of the Plan 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 at that time there still be activities that are outstanding, and which were foreseen in

the last Tranche Implementation Plan and its subsequent revisions as per subparagraph 5(d) and paragraph 7, the completion of the Plan will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per subparagraphs 1(a), 1(b), and 1(d) of Appendix 4-A will continue until the time of the completion of the Plan unless otherwise specified by the Executive Committee.

Validity

15. All 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 Agreement may be modified or terminated only by mutual written agreement of the Country and the Executive Committee of the Multilateral Fund.

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substances	Starting point for aggregate reductions in consumption (CO_2-eq tonnes)
HFCs	To be determined (TBD)

APPENDIX 2-A: THE TARGETS, AND FUNDING*

Row	Particulars		2023	2024	2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances	%	n/a	freeze	freeze	freeze	freeze	freeze	10	n/a
		CO_2-eq tonnes	n/a	3,834,089	3,834,089	3,834,089	3,834,089	3,834,089	3,450,680	n/a
1.2	Maximum allowable total consumption of Annex F substances	Reduction in %	n/a	0.0	0.0	0.0	0.0	0.0	10.0	n/a
		CO_2-eq tonnes	n/a	3,834,089	3,834,089	3,834,089	3,834,089	3,834,089	3,450,680	n/a
2.1	Lead IA (UNDP) agreed funding (US $)		365,106	0	0	368,223	0	0	60,839	794,168
2.2	Support costs for Lead IA (US $)		25,557	0	0	25,776	0	0	4,259	55,592
2.3	Cooperating IA (UNEP) agreed funding (US $)		120,774	0	0	103,272	0	0	45,903	269,949
2.4	Support costs for Cooperating IA (US $)		15,701	0	0	13,425	0	0	5,967	35,093
2.5	Cooperating IA (UNIDO) agreed funding (US $)		50,050	0	0	49,280	0	0	10,670	110,000
2.6	Support costs for Cooperating IA (US $)		4,505	0	0	4,435	0	0	960	9,900
3.1	Total agreed funding (US $)		535,930	0	0	520,775	0	0	117,412	1,174,117
3.2	Total support costs (US $)		45,763	0	0	43,636	0	0	11,186	100,585
3.3	Total agreed costs (US $)		581,693	0	0	564,411	0	0	128,598	1,274,702
4.1.1	Deduction of HFCs under this Agreement (CO_2-eq tonnes)									383,409
4.1.2	Deduction of HFCs from previously approved projects (CO_2-eq tonnes)*									6,323
4.1.3	Remaining eligible consumption for HFCs (CO_2-eq tonnes)									TBD

* Noting that 4.01 mt (5,734.3 CO_2-eq tonnes) of HFC-134a and 0.15 mt (588.3 CO_2-eq tonnes) of R-404A would be deducted from the starting point for sustained aggregate reduction in HFCs once it has been established (decision 81/57)

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 THE TRANCHE IMPLEMENTATION REPORTS AND PLANS

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

(a) A narrative report, with data provided by tranche, describing the progress achieved since the previous report, reflecting the situation of the Country in regard to phase-down of Annex F substances, how the different activities contribute to it, and how they relate to each other, including, where applicable, activities related to energy efficiency approved in the context of HFC phase-down pursuant to decision 91/65. The report should include the amount of Annex F substances consumption reduced as a direct result of the implementation of activities, by substance, the alternative technology used and the related phase-in of alternatives, to allow the Secretariat to inform the Executive Committee on the resulting change in climate-relevant emissions. The report should also include quantitative information on the activities implemented and further highlight the successes, experiences, and challenges related to the different activities included in the Plan, reflecting any changes in the circumstances in the Country, and providing other relevant information. The report should also include information on and justification for any changes vis-à-vis the previously submitted Tranche Implementation Plan(s), such as delays, use of flexibility for the reallocation of funds during implementation of a tranche as provided for in paragraph 7 of this Agreement, or other changes;

(b) An independent verification report on the Plan's results and the consumption of Annex F substances, as per subparagraph 5(b) of the Agreement. If not decided otherwise by the Executive Committee, such a verification of consumption data must be provided with each tranche request, covering all relevant years for which a verification report has not yet been acknowledged by the Committee, as specified in subparagraph 5(a) of the Agreement;

(c) A written description of the activities to be undertaken during the period covered by the requested tranche including quantitative information, highlighting implementation milestones, the time of completion and the interdependence of the activities, and taking into account experiences made and progress achieved in the implementation of earlier tranches; the data in the Plan will be provided by calendar year. The description should 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 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 subparagraph 1(a) above; and

(d) An Executive Summary of about five paragraphs, summarizing the information contained in subparagraphs 1(a) to 1(c) above.

APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES

1. The National Ozone Programme (PRONAOZ) of the Ministry of Environment and Natural Resources (MARN) shall be responsible for monitoring the progress of implementation of activities in the Plan and coordinating the actions associated with each programme and project through collaboration with

various areas of the Ministry; as well as with other government agencies such as the General Customs Directorate of the Ministry of Treasury, among others.

2. The MARN will be responsible for the sustainability of consumption reduction targets achieved through the Agreement.

3. To support the implementation of projects in different sectors, national and/or international consultants will be hired, if necessary, to implement the various activities and offer support to the PRONAOZ in coordination with key actors, including other Ministries, agencies and the private sector.

4. PRONAOZ have the full support of the Government. The MARN has ensured the adoption of the laws and the implementation of necessary national regulations to guarantee the country's compliance with the Montreal Protocol agreements.

5. For the adequate implementation of these projects, it is essential to continue to have the active participation of relevant public sector counterparts, such as the General Customs Directorate, which actively participates in the definition and implementation of import and export control processes of HFCs.

6. The monitoring will be conducted during the implementation of the Plan to ensure efficient and effective implementation; overall project coordination; stakeholder engagement and coordination; smooth implementation of activities planned under various tranches; delivery of trainings and other expected outcomes; and facilitation of the HFC consumption verification undertaken by the Lead IA.

7. The Lead IA shall have the overall responsibility of reporting to the Executive Committee, and of supporting the Country in the implementation of the non-investment components that are not implemented by the Cooperating IAs.

8. Before each Executive Committee meeting is held to discuss a funding tranche, PRONAOZ will prepare a report on the status of activities and progress together with the Lead IA and with the help of the Cooperating IAs, including the milestones and other key performance indicators as well as any other information of interest for the implementation of the Plan. This report will be reviewed and verified by the Lead IA and will then be sent to the Executive Committee through the Secretariat of the Multilateral Fund.

9. A project coordinator will be hired with funding from the project monitoring unit, and they will report to the national ozone officer. The project coordinator will coordinate the daily activities in the project and will assure that all activities are in line with the approved work plan.

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 Plan;

   (b) Assisting the Country in the preparation of the Tranche Implementation Reports and Plans as per Appendix 4-A;

   (c) Providing independent verification to the Executive Committee that the Targets have been met and associated tranche activities have been completed as indicated in the Tranche Implementation Plan, consistent with Appendix 4-A;

   (d) Ensuring that the experiences and progress are reflected in the updates to the overall Plan and in the future Tranche Implementation Plans, consistent with subparagraph 1(c) of Appendix 4-A;

(e) Fulfilling the reporting requirements of the Tranche Implementation Reports and Plans and of the overall Plan as specified in Appendix 4-A for submission to the Executive Committee, including the activities implemented by the Cooperating IAs;

(f) In the event that the last funding tranche is requested one or more years prior to the last year for which a consumption target had been established, annual Tranche Implementation Reports and, where applicable, verification reports on the current stage of the Plan should be submitted until all activities foreseen had been completed and HFC consumption targets had been met;

(g) Ensuring that appropriate independent technical experts carry out the technical reviews;

(h) Carrying out the required supervision missions;

(i) Ensuring the presence of an operating mechanism to allow for an effective and transparent implementation of the Tranche Implementation Plan and accurate data reporting;

(j) Coordinating the activities of the Cooperating IAs and ensuring the appropriate sequence of activities;

(k) In case of reductions in funding for failure to comply in accordance with paragraph 11 of the Agreement, to determine, in consultation with the Country and the Cooperating IAs, the allocation of the reductions to the different budget items and to the funding of the Lead IA and each Cooperating IA;

(l) Ensuring that disbursements made to the Country are based on the use of the indicators;

(m) Providing assistance with the policy, management and technical support when required;

(n) Reaching consensus with the Cooperating IAs on any planning, coordination and reporting arrangements required to facilitate the implementation of the Plan; and

(o) Timely releasing funds to the Country/participating enterprises for completing the activities related to the project.

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 Plan's results and of the consumption of Annex F substances mentioned in Appendix 1-A, as per subparagraph 5(b) of the Agreement and subparagraph 1(b) of Appendix 4-A.

APPENDIX 6-B: ROLE OF THE COOPERATING IMPLEMENTING AGENCIES

1. The Cooperating IAs will be responsible for a range of activities. These activities are specified in the 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 IAs, and referring to the Lead IA to ensure a coordinated sequence of activities;

(c) Providing reports to the Lead IA on these activities, for inclusion in the consolidated reports as per Appendix 4-A; and

(d) Reaching consensus with the Lead IA on any planning, coordination and reporting arrangements required to facilitate the implementation of the Plan.

APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY WITH THE TARGETS IN THE AGREEMENT

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US $6.69 per CO_2-eq 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, on the understanding that the maximum funding reduction would not exceed the funding level of the tranche being requested. Additional measures might be considered in cases where non-compliance extends for two consecutive years. Where the Country has failed to comply with the Agreement due to illegal trade, the reduction in funding would not be applied if the illegally traded controlled substances are seized and subsequently confiscated, destroyed, exported, or returned to the country of origin.

UNEP/OzL.Pro/ExCom/97/91: Decision 97/17(k) and Annex XIX

KIP for Ecuador (Stage I)

At its **93rd meeting**, the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Ecuador for the period 2023–2029 to reduce, by 2029, HFC consumption by 14 per cent of the country's baseline, in the amount of US $729,944, plus agency support costs of US $51,096, for UNIDO, as reflected in the schedule contained in annex XLV to the present report;

(b) To note:

(i) That in line with decision 91/59, stage I of the KIP included an additional US $267,885, plus agency support costs of US $18,752, for UNIDO, related to the project approved at the 91st meeting to phase out 10.42 metric tonnes (14,901 carbon dioxide-equivalent tonnes) of HFC-134a at the commercial and domestic refrigerator manufacturing facility at Induglob;

(ii) That the Government of Ecuador would establish its starting point for sustained aggregate reductions in HFC consumption on the basis of guidance provided by the Executive Committee;

(iii) That, once the cost guidelines for HFC phase-down had been agreed by the Executive Committee, the reductions from the country's remaining HFC consumption eligible for funding would be determined in accordance with those guidelines;

(iv) That the reductions from the country's remaining HFC consumption eligible for funding, referred to in subparagraph (b)(iii) above, would be deducted from the starting point referred to in subparagraph (b)(ii) above;

(c) To approve the first tranche of stage I of the KIP for Ecuador, and the corresponding tranche implementation plan, in the amount of US $292,600, plus agency support costs of US $20,482, for UNIDO; and

(d) To request the Government of Ecuador, UNIDO and the Secretariat to finalize the draft Agreement between the Government of Ecuador and the Executive Committee for the reduction in consumption of HFCs, including the information contained in the annex referred to in subparagraph (a) above, and to submit it to a future meeting once the KIP Agreement template had been approved by the Executive Committee.

UNEP/OzL.Pro/ExCom/93/105: Decision 93/61 and Annex XLV

At its **97th meeting**, the Executive Committee decided to approve the Agreement between the Government of Ecuador and the Executive Committee for the reduction in consumption of HFCs in accordance with stage I of the KIP, contained in annex XX to the present report.

UNEP/OzL.Pro/ExCom/97/91: Decision 97/17(l) and Annex XX

Annex XX

AGREEMENT BETWEEN THE GOVERNMENT OF ECUADOR AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROFLUOROCARBONS IN ACCORDANCE WITH STAGE I OF THE KIGALI HFC IMPLEMENTATION PLAN

(Period: 2022–2029)

Purpose

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 Annex F substances set out in Appendix 1-A ("The Substances") to a sustained level of 2,730,168 CO_2-equivalent (CO_2-eq) tonnes by 1 January 2029 in compliance with the Montreal Protocol schedule and the terms of this Agreement.

2. The Country agrees to meet the annual consumption limits of Annex F 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 Annex F 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 Annex F substances that exceeds the level defined in row 1.2 of Appendix 2-A as the final reduction step under this Agreement for Annex F substances specified in Appendix 1-A, and in respect to any consumption of Annex F substances that exceeds the level defined in row 4.1.3 (remaining consumption eligible for funding).

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 stage I of the Kigali HFC implementation plan ("the Plan") as approved. In accordance with subparagraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of Annex F substances 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.

Conditions for funding release

5. The Executive Committee will only provide the Funding, in accordance with the Funding Approval Schedule, when the Country satisfies the following conditions at least 10 weeks in advance of the applicable Executive Committee meeting set out in the Funding Approval Schedule:

(a) That the Country has met the Targets set out in row 1.2 of Appendix 2-A for all relevant years. Relevant years are all years since the year in which this Agreement was approved. Years for which there are no due country programme implementation reports at the date of the Executive Committee meeting at which the funding request is being presented are exempted;

(b) That the meeting of these Targets has been independently verified for all relevant years, unless the Executive Committee decided that such verification would not be required;

(c) That the Country had submitted a Tranche Implementation Report in accordance with Appendix 4-A ("Format of Tranche Implementation Reports and Plans") covering each previous calendar year; that it had achieved a significant level of implementation of

activities initiated with previously approved tranches; and that the rate of disbursement of funding available from the previously approved tranche was more than 20 per cent; and

(d) That the Country has submitted a Tranche Implementation Plan in accordance with Appendix 4-A covering each calendar year until and including the year for which the Funding Approval Schedule foresees the submission of the next tranche or, in case of the final tranche, until completion of all activities foreseen.

Monitoring

6. The Country will ensure that it conducts accurate monitoring of its activities under this Agreement. The institutions set out in Appendix 5-A ("Monitoring Institutions and Roles") will monitor and report on implementation of the activities in the previous Tranche Implementation Plans in accordance with their roles and responsibilities set out in the same appendix.

Flexibility in the reallocation of funds

7. The Executive Committee agrees that the Country may have the flexibility to reallocate part or all approved funds, according to the evolving circumstances, to achieve the smoothest reduction of consumption and phase-down of Annex F substances specified in Appendix 1-A, in accordance with the following considerations:

(a) Reallocations categorized as major changes must be documented in advance, either in a Tranche Implementation Plan as foreseen in subparagraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted 10 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 that would modify any clause of this Agreement;

(iii) Changes in the annual levels of funding allocated to the individual bilateral or implementing agencies for the different tranches;

(iv) Provision of funding for activities not included in the current endorsed Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 30 per cent of the total cost of the last approved tranche;

(v) Changes in alternative technologies, on the understanding that any submission for such a request would identify the associated incremental costs, the potential impact on the climate, and any differences in CO_2-eq tonnes to be phased down if applicable, as well as confirm that the Country agrees that potential savings related to the change of technology would accordingly decrease the overall funding level under this Agreement;

(b) Reallocations not categorized as major changes may be incorporated into the approved Tranche Implementation Plan, under implementation at the time, and reported to the Executive Committee in the subsequent Tranche Implementation Report;

(c) Any enterprise included in the Plan that would be found to be ineligible under the policies of the Multilateral Fund (i.e., due to foreign ownership or establishment after the applicable cut-off date) would not receive financial assistance. This information would be reported as part of the Tranche Implementation Plan; and

(d) Any remaining funds held by the bilateral or implementing agencies or the Country under the Plan will be returned to the Multilateral Fund upon completion of the last tranche foreseen under this Agreement.

8. Specific attention will be paid to the execution of activities in the refrigeration servicing sector included in the Plan, in particular that the Country may use the flexibility available under this Agreement to address specific needs that might arise during project implementation.

Bilateral and implementing agencies

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") 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 the Lead IA taking part in this Agreement.

10. The Lead IA will be responsible for ensuring coordinated planning, implementation and reporting of all activities under this Agreement, including but not limited to the independent verification as per subparagraph 5(b). The role of the Lead IA is contained in Appendix 6-A. The Executive Committee agrees, in principle, to provide the Lead IA with the fees set out in row 2.2 of Appendix 2-A.

Non-compliance with the Targets in the Agreement

11. Should the Country, for any reason, not meet the Targets for the elimination of Annex F 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 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 CO_2-eq 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 decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding 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 decisions 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 the information necessary to verify compliance with this Agreement.

Date of completion

14. The completion of the Plan 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 at that time there still be activities that are outstanding, and which were foreseen in the last Tranche Implementation Plan and its subsequent revisions as per subparagraph 5(d) and paragraph 7, the completion of the Plan will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per subparagraphs 1(a), 1(b),

and 1(d) of Appendix 4-A will continue until the time of the completion of the Plan unless otherwise specified by the Executive Committee.

Validity

15. All 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 Agreement may be modified or terminated only by mutual written agreement of the Country and the Executive Committee of the Multilateral Fund.

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substances	Starting point for aggregate reductions in consumption (CO_2-eq tonnes)
HFCs	To be determined (TBD)

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars		2022*	2023	2024	2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances	%	n/a	n/a	freeze	freeze	freeze	freeze	freeze	10	n/a
		CO_2-eq tonnes	n/a	n/a	3,179,294	3,179,294	3,179,294	3,179,294	3,179,294	2,861,365	n/a
1.2	Maximum allowable total consumption of Annex F substances	Reduction in %	n/a	n/a	0.0	3.0	5.9	8.7	11.5	14.1	n/a
		CO_2-eq tonnes	n/a	n/a	3,179,294	3,083,915	2,991,398	2,901,656	2,814,606	2,730,168	n/a
2.1	Lead IA (UNIDO) agreed funding (US $)		267,885	292,600	0	0	364,414	0	0	72,930	997,829
2.2	Support costs for Lead IA (US $)		18,752	20,482	0	0	25,509	0	0	5,105	69,848
3.1	Total agreed funding (US $)		267,885	292,600	0	0	364,414	0	0	72,930	997,829
3.2	Total support costs (US $)		18,752	20,482	0	0	25,509	0	0	5,105	69,848
3.3	Total agreed costs (US $)		286,637	313,082	0	0	389,923	0	0	78,035	1,067,677
4.1.1	Deduction of HFCs under this Agreement (CO_2-eq tonnes)										434,225
4.1.2	Deduction of HFCs from previously approved projects (CO_2-eq tonnes)										14,901
4.1.3	Remaining eligible consumption for HFCs (CO_2-eq tonnes)										TBD

* Conversion of one commercial and domestic refrigerator manufacturing line at the enterprise Induglob, approved by decision 91/59 to phase out 14,901 CO_2-eq tonnes (10.42 mt) of HFC-134a.

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 THE TRANCHE IMPLEMENTATION REPORTS AND PLANS

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

(a) A narrative report, with data provided by tranche, describing the progress achieved since the previous report, reflecting the situation of the Country in regard to phase-down of Annex F substances, how the different activities contribute to it, and how they relate to each other, including, where applicable, activities related to energy efficiency approved in the context of HFC phase-down pursuant to decision 91/65. The report should include the amount of Annex F substances consumption reduced as a direct result of the implementation of activities, by substance, the alternative technology used and the related phase-in of alternatives, to allow the Secretariat to inform the Executive Committee on the resulting change in climate-relevant emissions. The report should also include quantitative information on the activities implemented and further highlight the successes, experiences, and challenges related to the different activities included in the Plan, reflecting any changes in the circumstances in the Country, and providing other relevant information. The report should also include information on and justification for any changes vis-à-vis the previously submitted Tranche Implementation Plan(s), such as delays, use of flexibility for the reallocation of funds during implementation of a tranche as provided for in paragraph 7 of this Agreement, or other changes;

(b) An independent verification report on the Plan's results and the consumption of Annex F substances, as per subparagraph 5(b) of the Agreement. If not decided otherwise by the Executive Committee, such a verification of consumption data must be provided with each tranche request, covering all relevant years for which a verification report has not yet been acknowledged by the Committee, as specified in subparagraph 5(a) of the Agreement;

(c) A written description of the activities to be undertaken during the period covered by the requested tranche including quantitative information, highlighting implementation milestones, the time of completion and the interdependence of the activities, and taking into account experiences made and progress achieved in the implementation of earlier tranches; the data in the Plan will be provided by calendar year. The description should 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 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 subparagraph 1(a) above; and

(d) An Executive Summary of about five paragraphs, summarizing the information contained in subparagraphs 1(a) to 1(c) above.

APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES

1. The Minister of Production, Foreign Trade, Investment and Fishery (MPCEIP) is the Focal Point of the Montreal Protocol in the Country. The activities corresponding to the implementation of the Protocol are aligned with the strategies and proposals of the National Direction of Environment and Technological Reconversion. This Division coordinates the Plan with the authorities.

2. The Plan is implemented through the national ozone unit established within the MPCEIP, as part of the National Direction of Environment and Technological Reconversion, and its functions are:

(a) To coordinate, as a focal point, all the activities related to the implementation of the country programme for the HFC phase-down in the Country;

(b) To monitor and control the Montreal Protocol controlled substances consumption;

(c) To disseminate data and pertinent information to all the interested parties, and to inform on the requirements of the Montreal Protocol;

(d) To promote awareness of the HFC and HFC alternatives issues;

(e) To report to the Ozone Secretariat, Multilateral Fund Secretariat, and to the implementing agencies about the consumption and phase-out of the HFC consumption in the Country; and

(f) To coordinate and implement projects for the substances controlled by the Montreal Protocol in the Country including HFCs.

3. The MPCEIP will be responsible for the sustainability of consumption reduction targets achieved through the Agreement, monitoring of the Plan, and the enforcement of the policies and legislation, the procedures to carry out these activities are:

(a) Implementation of all the activities of the components within the Plan, including detailed activity design, audit of the parties involved, identification and selection of the beneficiaries, contracting of goods and services, continuous technical assistance to the project beneficiaries;

(b) Regular monitoring of the trends and attitudes in the local private sector related to HFC use and its possible substitutes;

(c) Design, organization and implementation (annual) of the project monitoring activities, including the design of the data gathering and analysis instruments;

(d) Analysis and report of results of the monitoring, and organization of the corresponding meetings for review and management of the monitoring;

(e) Design and implementation of the corrective measures; and

(f) Regular implementation of activities of technical assistance to the project beneficiaries.

4. The Plan will be managed by a dedicated team that consists of a coordinator that will be designated by the MPCEIP and has the support of the representatives and experts of the Lead IA and the necessary support infrastructure. The component of support to the management and update of the legal instruments of the Plan will include the following activities:

(a) Management and coordination of the implementation of the Plan;

(b) Establishment of a policy development and application programme to allow the Government to exercise the required mandates and ensure the industry fulfilment with the obligations of the HFC reduction;

(c) Development and implementation of training, awareness and capacity building activities to ensure a high-level commitment to the Plan objectives and obligations; and

(d) Preparation of annual implementation plans including the determination of the sequence of participation of the beneficiaries in the activities.

5. 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 the Lead IA taking part in this Agreement.

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 Plan;

(b) Assisting the Country in the preparation of the Tranche Implementation Reports and Plans as per Appendix 4-A;

(c) Providing independent verification to the Executive Committee that the Targets have been met and associated tranche activities have been completed as indicated in the Tranche Implementation Plan, consistent with Appendix 4-A;

(d) Ensuring that the experiences and progress are reflected in the updates to the overall Plan and in the future Tranche Implementation Plans, consistent with subparagraph 1(c) of Appendix 4-A;

(e) Fulfilling the reporting requirements of the Tranche Implementation Reports and Plans and of the overall Plan as specified in Appendix 4-A for submission to the Executive Committee;

(f) In the event that the last funding tranche is requested one or more years prior to the last year for which a consumption target had been established, annual Tranche Implementation Reports and, where applicable, verification reports on the current stage of the Plan should be submitted until all activities foreseen had been completed and HFC consumption targets had been met;

(g) Ensuring that appropriate independent technical experts carry out the technical reviews;

(h) Carrying out the required supervision missions;

(i) Ensuring the presence of an operating mechanism to allow for an effective and transparent implementation of the Tranche Implementation Plan and accurate data reporting;

(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, the allocation of the reductions to the different budget items and to the funding of the Lead IA;

(k) Ensuring that disbursements made to the Country are based on the use of the indicators;

(l) Providing assistance with the policy, management and technical support when required; and

(m) Timely releasing funds to the Country/participating enterprises for completing the activities related to the project.

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 Plan's results and of the

consumption of Annex F substances mentioned in Appendix 1-A, as per subparagraph 5(b) of the Agreement and subparagraph 1(b) of Appendix 4-A.

APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY WITH THE TARGETS IN THE AGREEMENT

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US $4.44 per CO_2-eq 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, on the understanding that the maximum funding reduction would not exceed the funding level of the tranche being requested. Additional measures might be considered in cases where non-compliance extends for two consecutive years. Where the Country has failed to comply with the Agreement due to illegal trade, the reduction in funding would not be applied if the illegally traded controlled substances are seized and subsequently confiscated, destroyed, exported, or returned to the country of origin.

UNEP/OzL.Pro/ExCom/97/91: Decision 97/17(l) and Annex XX

EGYPT
KIP for Egypt

The Ninety-sixth Meeting of the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Egypt for the period 2025–2030, to reduce HFC consumption by 15 per cent of the country's baseline by 2029 and 22 per cent of the country's baseline by 2030, in the amount of US $18,401,430, consisting of US $14,275,031, plus agency support costs of US $999,252, for UNIDO and US $2,922,567, plus agency support costs of US $204,580, for UNDP;

(b) To note:

(i) That the Government of Egypt would establish its starting point for sustained aggregate reductions in HFC consumption on the basis of guidance provided by the Executive Committee;

(ii) That, once the Executive Committee had provided the guidance referred to in subparagraph (b)(i), above, reductions from the country's remaining HFC consumption eligible for funding would be determined in line with that guidance;

(iii) That the reductions from the country's remaining HFC consumption eligible for funding referred to in subparagraph (b)(ii), above, would be deducted from the starting point referred to in subparagraph (b)(i), above;

(iv) That the reductions from the country's remaining HFC consumption eligible for funding referred to in subparagraph (b)(ii), above, included 35,850 carbon dioxide-equivalent (CO_2-eq) tonnes of HFCs contained in imported pre-blended polyols;

(v) That an additional reduction of 1,496,571 CO_2-eq tonnes would be deducted from the starting point based on the 2020 R-410A consumption of the five enterprises manufacturing residential air-conditioning units that were converting to HFC-32 under stage II of the country's HCFC phase-out management plan (i.e., El Araby, Fresh, Miraco, Power and Unionaire);

(vi) That, irrespective of decision 84/72(e)(iii), the five enterprises referred to in subparagraph (b)(v), above, would be eligible for a project to improve the energy efficiency of residential air-conditioning units that they manufactured under decision 94/60, subject to the criteria of decision 94/60;

(c) To note also the commitment of the Government of Egypt to ban or otherwise prohibit:

(i) The import of HFC-245fa and HFC-365mfc pure and contained in imported pre-blended polyols and the use of those substances in the manufacturing of HFC-based polyurethane foam by 1 January 2028;

(ii) The import of HFC-152a and HFC-based extruded polystyrene foam manufacturing by 1 January 2028;

(iii) The import and manufacture of HFC-based domestic refrigerators by 1 January 2029, noting that the enterprises for which funding was being provided to convert under the stage I of the KIP would cease manufacturing HFC-134a-based domestic refrigerators by 1 January 2028;

(iv) The import and manufacture of HFC-based stand-alone commercial refrigeration equipment by 1 January 2029;

(v) The import and manufacture of R-410A-based residential air-conditioning units by 1 January 2029, noting that the enterprises for which funding was being provided to convert under the stage I of the KIP would cease manufacturing R-410A-based residential air-conditioning units by 1 January 2028;

(d) To approve the Agreement between the Government of Egypt and the Executive Committee for the reduction in consumption of HFCs in accordance with stage I of the KIP, contained in annex XXII to the present report; and

(e) To approve the first tranche of stage I of the KIP for Egypt and the corresponding tranche implementation plan, in the amount of US $11,541,528, consisting of US $9,081,787, plus agency support costs of US $635,725, for UNIDO and US $1,704,688, plus agency support costs of US $119,328, for UNDP.

(UNEP/OzL.Pro/ExCom/96/66, Decision 96/38).
(Supporting document: UNEP/OzL.Pro/ExCom/96/66 Annex XXII).

Annex XXII

AGREEMENT BETWEEN THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROFLUOROCARBONS IN ACCORDANCE WITH STAGE I OF THE KIGALI HFC IMPLEMENTATION PLAN

(Period: 2025–2030)

Purpose

1. This Agreement represents the understanding of the Government of the Arab Republic of Egypt ("the Country") and the Executive Committee with respect to the reduction of controlled use of Annex F substances set out in Appendix 1-A ("The Substances") to a sustained level of 15,046,473 CO_2-equivalent (CO_2-eq) tonnes by 1 January 2030 in compliance with the Montreal Protocol schedule and the terms of this Agreement.

2. The Country agrees to meet the annual consumption limits of Annex F 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 Annex F 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 Annex F substances that exceeds the level defined in row 1.2 of Appendix 2-A as the final reduction step under this Agreement for Annex F substances specified in Appendix 1-A, and in respect to any consumption of Annex F substances that exceeds the levels defined in rows 4.1.3 and 4.2.3 (remaining consumption eligible for funding).

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 stage I of the Kigali HFC implementation plan ("the Plan") as approved. In accordance with subparagraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of Annex F substances 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.

Conditions for funding release

5. The Executive Committee will only provide the Funding, in accordance with the Funding Approval Schedule, when the Country satisfies the following conditions at least 10 weeks in advance of the applicable Executive Committee meeting set out in the Funding Approval Schedule:

(a) That the Country has met the Targets set out in row 1.2 of Appendix 2-A for all relevant years. Relevant years are all years since the year in which this Agreement was approved. Years for which there are no due country programme implementation reports at the date of the Executive Committee meeting at which the funding request is being presented are exempted;

(b) That the meeting of these Targets has been independently verified for all relevant years, unless the Executive Committee decided that such verification would not be required;

(c) That the Country had submitted a Tranche Implementation Report in accordance with Appendix 4-A ("Format of Tranche Implementation Reports and Plans") covering each previous calendar year; that it had achieved a significant level of implementation of activities initiated with previously approved tranches; and that the rate of disbursement of funding available from the previously approved tranche was more than 20 per cent; and

(d) That the Country has submitted a Tranche Implementation Plan in accordance with Appendix 4-A covering each calendar year until and including the year for which the Funding Approval Schedule foresees the submission of the next tranche or, in case of the final tranche, until completion of all activities foreseen.

Monitoring

6. The Country will ensure that it conducts accurate monitoring of its activities under this Agreement. The institutions set out in Appendix 5-A ("Monitoring Institutions and Roles") will monitor and report on implementation of the activities in the previous Tranche Implementation Plans in accordance with their roles and responsibilities set out in the same appendix.

Flexibility in the reallocation of funds

7. The Executive Committee agrees that the Country may have the flexibility to reallocate part or all approved funds, according to the evolving circumstances, to achieve the smoothest reduction of consumption and phase-down of Annex F substances specified in Appendix 1-A, in accordance with the following considerations:

(a) Reallocations categorized as major changes must be documented in advance, either in a Tranche Implementation Plan as foreseen in subparagraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted 10 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 that would modify any clause of this Agreement;

(iii) Changes in the annual levels of funding allocated to the individual bilateral or implementing agencies for the different tranches;

(iv) Provision of funding for activities not included in the current endorsed Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 30 per cent of the total cost of the last approved tranche;

(v) Changes in alternative technologies, on the understanding that any submission for such a request would identify the associated incremental costs, the potential impact on the climate, and any differences in CO_2-eq tonnes to be phased down if applicable, as well as confirm that the Country agrees that potential savings related to the change of technology would accordingly decrease the overall funding level under this Agreement;

(b) Reallocations not categorized as major changes may be incorporated into the approved Tranche Implementation Plan, under implementation at the time, and reported to the Executive Committee in the subsequent Tranche Implementation Report;

(c) Any enterprise included in the Plan that would be found to be ineligible under the policies of the Multilateral Fund (i.e., due to foreign ownership or establishment after the applicable

cut off date) would not receive financial assistance. This information would be reported as part of the Tranche Implementation Plan; and

(d) Any remaining funds held by the bilateral or implementing agencies or the Country under the Plan will be returned to the Multilateral Fund upon completion of the last tranche foreseen under this Agreement.

8. Specific attention will be paid to the execution of activities in the refrigeration servicing sector included in the Plan, in particular that the Country may use the flexibility available under this Agreement to address specific needs that might arise during project implementation.

Bilateral and implementing agencies

9. The Country agrees to assume overall responsibility for the management and implementation of this Agreement and of all activities undertaken by it or on its behalf to fulfil the obligations under this Agreement. UNIDO has agreed to be the lead implementing agency (the "Lead IA") and UNDP has agreed to be the cooperating implementing agency (the "Cooperating IA") under the lead of the Lead IA in respect of the Country's activities under this Agreement. The Country agrees to evaluations, which might be carried out under the monitoring and evaluation work programmes of the Multilateral Fund or under the evaluation programme of the Lead IA and/or Cooperating IA taking part in this Agreement.

10. The Lead IA will be responsible for ensuring coordinated planning, implementation and reporting of all activities under this Agreement, including but not limited to the independent verification as per subparagraph 5(b). The Cooperating IA will support the Lead IA by implementing the Plan under the overall coordination of the Lead IA. The roles of the Lead IA and Cooperating IA are contained in Appendix 6-A and Appendix 6-B, respectively. 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.

Non-compliance with the Targets in the Agreement

11. Should the Country, for any reason, not meet the Targets for the elimination of Annex F 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 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 CO_2-eq 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 decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding 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 decisions 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.

Date of completion

14. The completion of the Plan 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 at that time there still be activities that are outstanding, and which were foreseen in the last Tranche Implementation Plan and its subsequent revisions as per subparagraph 5(d) and paragraph 7, the completion of the Plan will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per subparagraphs 1(a), 1(b), and 1(d) of Appendix 4-A will continue until the time of the completion of the Plan unless otherwise specified by the Executive Committee.

Validity

15. All 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 Agreement may be modified or terminated only by mutual written agreement of the Country and the Executive Committee of the Multilateral Fund.

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substances	Starting point for aggregate reductions in consumption (CO_2-eq tonnes)
HFCs	To be determined (TBD)
HFCs contained in imported pre-blended polyols	35,850

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars		2025	2026	2027	2028	2029	2030	Total
1.1	Montreal Protocol reduction schedule of Annex F substances	%	freeze	freeze	freeze	freeze	10	10	n/a
		CO_2-eq tonnes	19,290,350	19,290,350	19,290,350	19,290,350	17,361,315	17,361,315	n/a
1.2	Maximum allowable total consumption of Annex F substances	Reduction in %	0.0	0.0	4.1	6.7	15.0	22.0	n/a
		CO_2-eq tonnes	19,290,350	19,290,350	18,500,000	18,000,000	16,387,179	15,046,473	n/a
2.1	Lead IA (UNIDO) agreed funding (US $)		9,081,787	0	3,545,129	0	1,648,115	0	14,275,031
2.2	Support costs for Lead IA (US $)		635,725	0	248,159	0	115,368	0	999,252
2.3	Cooperating IA (UNDP) agreed funding (US $)		1,704,688	0	1,047,100	0	170,779	0	2,922,567
2.4	Support costs for Cooperating IA (US $)		119,328	0	73,297	0	11,955	0	204,580
3.1	Total agreed funding (US $)		10,786,475	0	4,592,229	0	1,818,894	0	17,197,598
3.2	Total support costs (US $)		755,053	0	321,456	0	127,323	0	1,203,832
3.3	Total agreed costs (US $)		11,541,528	0	4,913,685	0	1,946,217	0	18,401,430

Row	Particulars	2025	2026	2027	2028	2029	2030	Total
4.1.1	Deduction of HFCs under this Agreement (CO_2-eq tonnes)							5,759,608
4.1.2	Deduction of HFCs from previously approved projects (CO_2-eq tonnes)							0
4.1.3	Remaining eligible consumption for HFCs (CO_2-eq tonnes)							TBD
4.2.1	Deduction of HFCs contained in imported pre-blended polyols under this Agreement (CO_2-eq tonnes)							35,850
4.2.2	Deduction of HFCs contained in imported pre-blended polyols from previously approved projects (CO_2-eq tonnes)							0
4.2.3	Remaining eligible consumption for HFCs contained in imported pre-blended polyols (CO_2-eq tonnes)							0

APPENDIX 3-A: FUNDING APPROVAL SCHEDULE

1. Funding for the future tranches will be considered for approval at the first meeting of the year specified in Appendix 2-A.

APPENDIX 4-A: FORMAT OF THE TRANCHE IMPLEMENTATION REPORTS AND PLANS

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

(a) A narrative report, with data provided by tranche, describing the progress achieved since the previous report, reflecting the situation of the Country in regard to phase-down of Annex F substances, how the different activities contribute to it, and how they relate to each other, including, where applicable, activities related to energy efficiency approved in the context of HFC phase-down pursuant to decision 91/65. The report should include the amount of Annex F substances consumption reduced as a direct result of the implementation of activities, by substance, the alternative technology used and the related phase in of alternatives, to allow the Secretariat to inform the Executive Committee on the resulting change in climate relevant emissions. The report should also include quantitative information on the activities implemented and further highlight the successes, experiences, and challenges related to the different activities included in the Plan, reflecting any changes in the circumstances in the Country, and providing other relevant information. The report should also include information on and justification for any changes vis-à-vis the previously submitted Tranche Implementation Plan(s), such as delays, use of flexibility for the reallocation of funds during implementation of a tranche as provided for in paragraph 7 of this Agreement, or other changes;

(b) An independent verification report on the Plan's results and the consumption of Annex F substances, as per subparagraph 5(b) of the Agreement. If not decided otherwise by the Executive Committee, such a verification of consumption data must be provided with each tranche request, covering all relevant years for which a verification report has not yet been acknowledged by the Committee, as specified in subparagraph 5(a) of the Agreement;

(c) A written description of the activities to be undertaken during the period covered by the requested tranche including quantitative information, highlighting implementation milestones, the time of completion and the interdependence of the activities, and taking into account experiences made and progress achieved in the implementation of earlier tranches; the data in the Plan will be provided by calendar year. The description should 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 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 subparagraph 1(a) above; and

(d) An Executive Summary of about five paragraphs, summarizing the information contained in subparagraphs 1(a) to 1(c) above.

APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES

1. All the monitoring activities will be coordinated and managed through the national ozone unit (NOU). The Country will ensure that it conducts accurate monitoring of the activities under this Agreement. The institutions set out in Appendices 6-A and 6-B (Roles of Lead and Cooperating Implementing Agencies) will monitor and report on the implementation of the activities in accordance with their roles and responsibilities set out in the same Appendices.

2. The NOU is an integral part of the Ministry of Environment under the direct responsibility of the Egyptian Environmental Affairs Agency (EEAA). The NOU will continue to have general responsibility for the implementation of the activities under the present Agreement. To assist the NOU in these responsibilities, the project management unit (PMU) is established within the NOU and under its direct supervision.

3. The PMU oversees the day-to-day implementation of projects, training programmes, technical assistance, and awareness-raising activities included in the approved Plan to ensure the long-term sustainability of the impact of those activities on the reduction of HFC consumption and use. The PMU will be in continuous contact with stakeholders and other market actors to monitor trends and ensure compliance with the strategy and plan put in place.

4. The Directorate General for the Control of Exports and Imports and the Customs Department, through a protocol that was signed with the National Ozone Committee, have a particularly prominent role in the monitoring of HFC imports and the prevention of illegal trade. Customs records are used as a crosschecking reference in all the monitoring programmes for the different projects within the Plan.

5. The monitoring process will be managed by the NOU in close cooperation with relevant authorities with the assistance of the Lead IA and the Cooperating IA. The NOU will be responsible for monitoring the sustainability of the consumption reduction targets achieved through this Agreement.

6. The consumption of the controlled substances will be monitored and determined based on official import and export data recorded by relevant Government departments. The NOU shall compile and report on an annual basis, on or before the relevant due dates, on consumption of the substances to be submitted to the Ozone Secretariat and on the progress of implementation of the Plan to be submitted to the Multilateral Fund Secretariat.

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 Plan;

(b) Assisting the Country in the preparation of the Tranche Implementation Reports and Plans as per Appendix 4-A;

(c) Providing independent verification to the Executive Committee that the Targets have been met and associated tranche activities have been completed as indicated in the Tranche Implementation Plan, consistent with Appendix 4-A;

(d) Ensuring that the experiences and progress are reflected in the updates to the overall Plan and in the future Tranche Implementation Plans, consistent with subparagraph 1(c) of Appendix 4-A;

(e) Fulfilling the reporting requirements of the Tranche Implementation Reports and Plans and of the overall Plan as specified in Appendix 4-A for submission to the Executive Committee including the activities implemented by the Cooperating IA;

(f) In the event that the last funding tranche is requested one or more years prior to the last year for which a consumption target had been established, annual Tranche Implementation Reports and, where applicable, verification reports on the current stage of the Plan should be submitted until all activities foreseen had been completed and HFC consumption targets had been met;

(g) Ensuring that appropriate independent technical experts carry out the technical reviews;

(h) Carrying out the required supervision missions;

(i) Ensuring the presence of an operating mechanism to allow for an effective and transparent implementation of the Tranche Implementation Plan and accurate data reporting;

(j) Coordinating the activities of the Cooperating IA and ensuring the appropriate sequence of activities;

(k) In case of reductions in funding for failure to comply in accordance with paragraph 11 of the Agreement, to determine, in consultation with the Country and the Cooperating IA, the allocation of the reductions to the different budget items and to the funding of the Lead IA and the Cooperating IA;

(l) Ensuring that disbursements made to the Country are based on the use of the indicators;

(m) Providing assistance with the policy, management and technical support when required;

(n) Reaching consensus with the Cooperating IA on any planning, coordination and reporting arrangements required to facilitate the implementation of the Plan; and

(o) Timely releasing funds to the Country/participating enterprises for completing the activities related to the project.

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 Plan's results and of the consumption of Annex F substances mentioned in Appendix 1-A, as per subparagraph 5(b) of the Agreement and subparagraph 1(b) of Appendix 4-A.

APPENDIX 6-B: ROLE OF THE COOPERATING IMPLEMENTING AGENCIES

1. The Cooperating IA will be responsible for a range of activities. These activities are specified in the 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 referring to the Lead IA to ensure a coordinated sequence of activities;

(c) Providing reports to the Lead IA on these activities, for inclusion in the consolidated reports as per Appendix 4-A; and

(d) Reaching consensus with the Lead IA on any planning, coordination and reporting arrangements required to facilitate the implementation of the Plan.

APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY WITH THE TARGETS IN THE AGREEMENT

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US $5.93 per CO_2-eq 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, on the understanding that the maximum funding reduction would not exceed the funding level of the tranche being requested. Additional measures might be considered in cases where non-compliance extends for two consecutive years. Where the country has failed to comply with the Agreement due to illegal trade, the reduction in funding would not be applied if the illegally traded controlled substances are seized and subsequently confiscated, destroyed, exported, or returned to the country of origin.

EL SALVADOR
KIP for El Salvador

The Ninety-fourth Meeting of the Executive Committee decided:

(a) To approve:

(i) In principle, stage I of the Kigali HFC implementation plan (KIP) for El Salvador for the period 2024-2029 to reduce HFC consumption by 10 per cent of the country's baseline by 2029, in the amount of US $360,000, plus agency support costs of US $46,800 for UNDP, as reflected in the schedule contained in annex XXXIII to the present report, on the understanding that the schedule, in particular rows 1.1 and 1.2, would be revised accordingly on the basis of the approval by the Thirty-Sixth Meeting of the Parties of the revision of the consumption data in the baseline years;

(ii) The first tranche of stage I of the KIP for El Salvador, and the corresponding tranche implementation plan, in the amount of US $180,000, plus agency support costs of US $23,400 for UNDP; and

(b) To request the Government of El Salvador, UNDP and the Secretariat to finalize the draft Agreement between the Government of El Salvador and the Executive Committee for the reduction in consumption of HFCs, including the information contained in the annex referred to in subparagraph (a) above, and to submit it to a future meeting once the KIP Agreement template had been approved by the Executive Committee.

(UNEP/OzL.Pro/ExCom/94/67, Decision 94/41).
(Supporting document: UNEP/OzL.Pro/ExCom/94/67, Annex XXXIII).

Annex XXXIII

SCHEDULE OF HFC COMMITMENTS AND FUNDING TRANCHES UNDER THE KIGALI HFC IMPLEMENTATION PLAN FOR EL SALVADOR

Kigali HFC implementation plan (stage I)

Row	Particulars	2024	2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances (CO_2-eq tonnes)	923,806	923,806	923,806	923,806	923,806	831,425	n/a
1.2	Maximum allowable total consumption of Annex F substances (CO_2-eq tonnes)	923,806	923,806	923,806	923,806	923,806	831,425	n/a
2.1	Lead IA (UNDP) agreed funding (US $)	180,000	0	0	144,000	0	36,000	360,000
2.2	Support costs for Lead IA (US $)	23,400	0	0	18,720	0	4,680	46,800
3.1	Total agreed funding (US $)	180,000	0	0	144,000	0	36,000	360,000
3.2	Total support costs (US $)	23,400	0	0	18,720	0	4,680	46,800
3.3	Total agreed costs (US $)	203,400	0	0	162,720	0	40,680	406,800

KIP for Eritrea (Stage I)

At its **97th meeting**, the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Eritrea for the period from 2025 to 2029 to reduce HFC consumption by 10 per cent of the country's baseline, in the amount of US $178,540, consisting of US $90,230, plus agency support costs of US $11,730, for UNEP and US $67,770, plus agency support costs of US $8,810, for UNIDO;

(b) To note:

(i) That the Government of Eritrea would put in place a ban on import of HFC-based domestic and stand-alone commercial refrigeration by 1 January 2028 and a ban on the use of HFC-23 in refrigeration applications by 1 January 2029;

(ii) That, upon completion of the end-user project included in stage I of the KIP, UNIDO would submit a final report on the implementation of the project, including the HFC phase-out and energy-efficiency gains achieved, in line with decision 92/36(g);

(c) To approve the Agreement between the Government of Eritrea and the Executive Committee for the reduction in consumption of HFCs in accordance with stage I of the KIP, contained in annex L to the present report; and

(d) To approve the first tranche of stage I of the KIP for Eritrea, and the corresponding tranche implementation plan, in the amount of US $101,596, consisting of US $60,614, plus agency support costs of US $7,880, for UNEP and US $29,294, plus agency support costs of US $3,808, for UNIDO

UNEP/OzL.Pro/ExCom/97/91: Decision 97/58 and Annex L

Annex L

AGREEMENT BETWEEN THE GOVERNMENT OF ERITREA AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROFLUOROCARBONS IN ACCORDANCE WITH STAGE I OF THE KIGALI HFC IMPLEMENTATION PLAN

(Period: 2025–2029)

Purpose

1. This Agreement represents the understanding of the Government of Eritrea ("the Country") and the Executive Committee with respect to the reduction of controlled use of Annex F substances set out in Appendix 1-A ("The Substances") to a sustained level of 152,324 CO_2-equivalent (CO_2-eq) tonnes by 1 January 2029 in compliance with the Montreal Protocol schedule and the terms of this Agreement.

2. The Country agrees to meet the annual consumption limits of Annex F 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 Annex F 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 Annex F substances that exceeds the level defined in row 1.2 of Appendix 2-A as the final reduction step under this Agreement for Annex F substances specified in Appendix 1-A.

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 stage I of the Kigali HFC implementation plan ("the Plan") as approved. In accordance with subparagraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of Annex F substances 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.

Conditions for funding release

5. The Executive Committee will only provide the Funding, in accordance with the Funding Approval Schedule, when the Country satisfies the following conditions at least 10 weeks in advance of the applicable Executive Committee meeting set out in the Funding Approval Schedule:

(a) That the Country has met the Targets set out in row 1.2 of Appendix 2-A for all relevant years. Relevant years are all years since the year in which this Agreement was approved. Years for which there are no due country programme implementation reports at the date of the Executive Committee meeting at which the funding request is being presented are exempted;

(b) That the meeting of these Targets has been independently verified for all relevant years, unless the Executive Committee decided that such verification would not be required;

(c) That the Country had submitted a Tranche Implementation Report in accordance with Appendix 4-A ("Format of Tranche Implementation Reports and Plans") covering each previous calendar year; that it had achieved a significant level of implementation of

activities initiated with previously approved tranches; and that the rate of disbursement of funding available from the previously approved tranche was more than 20 per cent; and

(d) That the Country has submitted a Tranche Implementation Plan in accordance with Appendix 4-A covering each calendar year until and including the year for which the Funding Approval Schedule foresees the submission of the next tranche or, in case of the final tranche, until completion of all activities foreseen.

Monitoring

6. The Country will ensure that it conducts accurate monitoring of its activities under this Agreement. The institutions set out in Appendix 5-A ("Monitoring Institutions and Roles") will monitor and report on implementation of the activities in the previous Tranche Implementation Plans in accordance with their roles and responsibilities set out in the same appendix.

Flexibility in the reallocation of funds

7. The Executive Committee agrees that the Country may have the flexibility to reallocate part or all approved funds, according to the evolving circumstances, to achieve the smoothest reduction of consumption and phase-down of Annex F substances specified in Appendix 1-A, in accordance with the following considerations:

(a) Reallocations categorized as major changes must be documented in advance, either in a Tranche Implementation Plan as foreseen in subparagraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted 10 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 that would modify any clause of this Agreement;

(iii) Changes in the annual levels of funding allocated to the individual bilateral or implementing agencies for the different tranches;

(iv) Provision of funding for activities not included in the current endorsed Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 30 per cent of the total cost of the last approved tranche;

(v) Changes in alternative technologies, on the understanding that any submission for such a request would identify the associated incremental costs, the potential impact on the climate, and any differences in CO_2-eq tonnes to be phased down if applicable, as well as confirm that the Country agrees that potential savings related to the change of technology would accordingly decrease the overall funding level under this Agreement;

(b) Reallocations not categorized as major changes may be incorporated into the approved Tranche Implementation Plan, under implementation at the time, and reported to the Executive Committee in the subsequent Tranche Implementation Report; and

(c) Any remaining funds held by the bilateral or implementing agencies or the Country under the Plan will be returned to the Multilateral Fund upon completion of the last tranche foreseen under this Agreement.

8. Specific attention will be paid to the execution of activities in the refrigeration servicing sector included in the Plan, in particular that the Country may use the flexibility available under this Agreement to address specific needs that might arise during project implementation.

Bilateral and implementing agencies

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 the Lead IA and/or Cooperating IA taking part in this Agreement.

10. The Lead IA will be responsible for ensuring coordinated planning, implementation and reporting of all activities under this Agreement, including but not limited to the independent verification as per subparagraph 5(b). The Cooperating IA will support the Lead IA by implementing the Plan under the overall coordination of the Lead IA. The roles of the Lead IA and Cooperating IA are contained in Appendix 6-A and Appendix 6-B, respectively. 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.

Non-compliance with the Targets in the Agreement

11. Should the Country, for any reason, not meet the Targets for the elimination of Annex F 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 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 CO_2-eq 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 decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding 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 decisions 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.

Date of completion

14. The completion of the Plan 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 at that time there still be activities that are outstanding, and which were foreseen in the last Tranche Implementation Plan and its subsequent revisions as per subparagraph 5(d) and paragraph 7, the completion of the Plan will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per subparagraphs 1(a), 1(b),

and 1(d) of Appendix 4-A will continue until the time of the completion of the Plan unless otherwise specified by the Executive Committee.

Validity

15. All 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 Agreement may be modified or terminated only by mutual written agreement of the Country and the Executive Committee of the Multilateral Fund.

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substances	Starting point for aggregate reductions in consumption (CO_2-eq tonnes)
HFCs	n/a

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars		2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances	%	freeze	freeze	freeze	freeze	10	n/a
		CO_2-eq tonnes	169,249	169,249	169,249	169,249	152,324	n/a
1.2	Maximum allowable total consumption of Annex F substances	Reduction in %	0.0	0.0	0.0	0.0	10.0	n/a
		CO_2-eq tonnes	169,249	169,249	169,249	169,249	152,324	n/a
2.1	Lead IA (UNEP) agreed funding (US $)		60,614	0	0	29,616	0	90,230
2.2	Support costs for Lead IA (US $)		7,880	0	0	3,850	0	11,730
2.3	Cooperating IA (UNIDO) agreed funding (US $)		29,294	0	0	38,476	0	67,770
2.4	Support costs for Cooperating IA (US $)		3,808	0	0	5,002	0	8,810
3.1	Total agreed funding (US $)		89,908	0	0	68,092	0	158,000
3.2	Total support costs (US $)		11,688	0	0	8,852	0	20,540
3.3	Total agreed costs (US $)		101,596	0	0	76,944	0	178,540

APPENDIX 3-A: FUNDING APPROVAL SCHEDULE

1. Funding for the future tranches will be considered for approval at the first meeting of the year specified in Appendix 2-A.

APPENDIX 4-A: FORMAT OF THE TRANCHE IMPLEMENTATION REPORTS AND PLANS

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

(a) A narrative report, with data provided by tranche, describing the progress achieved since the previous report, reflecting the situation of the Country in regard to phase-down of Annex F substances, how the different activities contribute to it, and how they relate to each other, including, where applicable, activities related to energy efficiency approved in the context of HFC phase-down pursuant to decision 91/65. The report should include the

amount of Annex F substances consumption reduced as a direct result of the implementation of activities, by substance, the alternative technology used and the related phase in of alternatives, to allow the Secretariat to inform the Executive Committee on the resulting change in climate relevant emissions. The report should also include quantitative information on the activities implemented and further highlight the successes, experiences, and challenges related to the different activities included in the Plan, reflecting any changes in the circumstances in the Country, and providing other relevant information. The report should also include information on and justification for any changes vis-à-vis the previously submitted Tranche Implementation Plan(s), such as delays, use of flexibility for the reallocation of funds during implementation of a tranche as provided for in paragraph 7 of this Agreement, or other changes;

(b) An independent verification report on the Plan's results and the consumption of Annex F substances, as per subparagraph 5(b) of the Agreement. If not decided otherwise by the Executive Committee, such a verification of consumption data must be provided with each tranche request, covering all relevant years for which a verification report has not yet been acknowledged by the Committee, as specified in subparagraph 5(a) of the Agreement;

(c) A written description of the activities to be undertaken during the period covered by the requested tranche including quantitative information, highlighting implementation milestones, the time of completion and the interdependence of the activities, and taking into account experiences made and progress achieved in the implementation of earlier tranches; the data in the Plan will be provided by calendar year. The description should 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 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 subparagraph 1(a) above; and

(d) An Executive Summary of about five paragraphs, summarizing the information contained in subparagraphs 1(a) to 1(c) above.

APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES

1. The National Ozone Office, under the Ministry of Land, Water and Environment in the Country, is responsible for monitoring the progress of implementation of activities in the Plan.

2. The monitoring will be conducted during the implementation of the Plan to ensure efficient and effective implementation; overall project coordination; stakeholder engagement and coordination; smooth implementation of activities planned under various tranches; delivery of trainings and other expected outcomes; and facilitation of the HFC consumption verification undertaken by the Lead IA.

3. The Ministry of Land, Water and Environment in the Country will be responsible for the sustainability of consumption reduction targets achieved through the Agreement.

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 Plan;

(b) Assisting the Country in the preparation of the Tranche Implementation Reports and Plans as per Appendix 4-A;

(c) Providing independent verification to the Executive Committee that the Targets have been met and associated tranche activities have been completed as indicated in the Tranche Implementation Plan, consistent with Appendix 4-A;

(d) Ensuring that the experiences and progress are reflected in the updates to the overall Plan and in the future Tranche Implementation Plans, consistent with subparagraph 1(c) of Appendix 4-A;

(e) Fulfilling the reporting requirements of the Tranche Implementation Reports and Plans and of the overall Plan as specified in Appendix 4-A for submission to the Executive Committee including the activities implemented by the Cooperating IA;

(f) In the event that the last funding tranche is requested one or more years prior to the last year for which a consumption target had been established, annual Tranche Implementation Reports and, where applicable, verification reports on the current stage of the Plan should be submitted until all activities foreseen had been completed and HFC consumption targets had been met;

(g) Ensuring that appropriate independent technical experts carry out the technical reviews;

(h) Carrying out the required supervision missions;

(i) Ensuring the presence of an operating mechanism to allow for an effective and transparent implementation of the Tranche Implementation Plan and accurate data reporting;

(j) Coordinating the activities of the Cooperating IA and ensuring the appropriate sequence of activities;

(k) In case of reductions in funding for failure to comply in accordance with paragraph 11 of the Agreement, to determine, in consultation with the Country and the Cooperating IA, the allocation of the reductions to the different budget items and to the funding of the Lead IA and each Cooperating IA;

(l) Ensuring that disbursements made to the Country are based on the use of the indicators;

(m) Providing assistance with the policy, management and technical support when required;

(n) Reaching consensus with the Cooperating IA on any planning, coordination and reporting arrangements required to facilitate the implementation of the Plan; and

(o) Timely releasing funds to the Country/participating enterprises for completing the activities related to the project.

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 Plan's results and of the consumption of Annex F substances mentioned in Appendix 1-A, as per subparagraph 5(b) of the Agreement and subparagraph 1(b) of Appendix 4-A.

APPENDIX 6-B: ROLE OF THE COOPERATING IMPLEMENTING AGENCIES

1. The Cooperating IA will be responsible for a range of activities. These activities are specified in the 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 referring to the Lead IA to ensure a coordinated sequence of activities;

(c) Providing reports to the Lead IA on these activities, for inclusion in the consolidated reports as per Appendix 4-A; and

(d) Reaching consensus with the Lead IA on any planning, coordination and reporting arrangements required to facilitate the implementation of the Plan.

APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY WITH THE TARGETS IN THE AGREEMENT

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US $7.00 per CO_2-eq 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, on the understanding that the maximum funding reduction would not exceed the funding level of the tranche being requested. Additional measures might be considered in cases where non-compliance extends for two consecutive years. Where the Country has failed to comply with the Agreement due to illegal trade, the reduction in funding would not be applied if the illegally traded controlled substances are seized and subsequently confiscated, destroyed, exported, or returned to the country of origin.

UNEP/OzL.Pro/ExCom/97/91: Decision 97/58 and Annex L

ESWATINI
KIP for Eswatini

The Ninety-fourth Meeting of the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Eswatini for the period 2024–2030 to reduce HFC consumption by 10 per cent of the country's baseline by 2029, in the amount of US $163,850, consisting of US $115,000, plus agency support costs of US $14,950, for UNEP and US $30,000, plus agency support costs of US $3,900, for UNDP, as reflected in the schedule contained in annex XXXIV to the present report;

(b) To note that, upon completion of the end-user technology demonstration project included in stage I of the KIP, UNDP would submit a final report on the implementation of the project, including the HFC phase-out and energy-efficiency gains achieved, in line with decision 92/36(g);

(c) To approve the first tranche of stage I of the KIP for Eswatini, and the corresponding tranche implementation plan, in the amount of US $63,500, plus agency support costs of US $8,255, for UNEP; and

(d) To request the Government of Eswatini, UNEP, UNDP and the Secretariat to finalize the draft Agreement between the Government of Eswatini and the Executive Committee for the reduction in consumption of HFCs, including the information contained in the annex referred to in subparagraph (a) above, and to submit it to a future meeting once the KIP Agreement template had been approved by the Executive Committee.

(UNEP/OzL.Pro/ExCom/94/67, Decision 94/42).
(Supporting document: UNEP/OzL.Pro/ExCom/94/67, Annex XXXIV).

Annex XXXIV

SCHEDULE OF HFC PHASE-DOWN COMMITMENTS AND FUNDING TRANCHES UNDER THE KIGALI HFC IMPLEMENTATION PLAN FOR ESWATINI

Kigali HFC implementation plan (stage I)

Row	Particulars	2024	2025	2026	2027	2028	2029	2030	Total
1.1	Montreal Protocol reduction schedule of Annex F substances (CO_2-eq tonnes)	105,500	105,500	105,500	105,500	105,500	94,950	94,950	n/a
1.2	Maximum allowable total consumption of Annex F substances (CO_2-eq tonnes)	105,500	105,500	105,500	105,500	105,500	94,950	94,950	n/a
2.1	Lead IA (UNEP) agreed funding (US $)	63,500	0	0	51,500	0	0	0	115,000
2.2	Support costs for Lead IA (US $)	8,255	0	0	6,695	0	0	0	14,950
2.3	Cooperating IA (UNDP) agreed funding (US $)	0	0	0	30,000	0	0	0	30,000
2.4	Support costs for Cooperating IA (US $)	0	0	0	3,900	0	0	0	3,900
3.1	Total agreed funding (US $)	63,500	0	0	81,500	0	0	0	145,000
3.2	Total support costs (US $)	8,255	0	0	10,595	0	0	0	18,850
3.3	Total agreed costs (US $)	71,755	0	0	92,095	0	0	0	163,850

KIP for Ethiopia (Stage I)

At its **97th meeting**, the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Ethiopia for the period from 2025 to 2029 to reduce HFC consumption by 10 per cent of the country's baseline, in the amount of US $192,100, consisting of US $106,000, plus agency support costs of US $13,780, for UNEP and US $64,000, plus agency support costs of US $8,320, for UNIDO;

(b) To note that, upon completion of the end-user project included in stage I of the KIP, UNIDO would submit a final report on the implementation of the project, including the HFC phase-out and energy-efficiency gains achieved, in line with decision 92/36(g);

(c) To note also:

(i) That the Government of Ethiopia would continue to monitor its HFC consumption to understand the extent to which reported consumption in baseline years was representative of the local market's needs and to assess what future HFC demand would be, and would provide that analysis when submitting the second tranche of its KIP;

(ii) That, on the basis of the information provided in subparagraph (c)(i) above, the maximum allowable consumption limits for the remaining years of stage I of the KIP, as contained in Appendix 2-A to the Agreement between the Government of Ethiopia and the Executive Committee, would be revised when the Committee considered the second tranche of the KIP;

(d) To note further that the Government of Ethiopia, through UNEP, would include in its submission of the second tranche of stage I of the KIP, the results of the foam sector assessment and any relevant information required under decision 96/52, if applicable;

(e) To approve the Agreement between the Government of Ethiopia and the Executive Committee for the reduction in consumption of HFCs in accordance with stage I of the KIP, contained in annex LI to the present report; and

(f) To approve the first tranche of stage I of the KIP for Ethiopia, and the corresponding tranche implementation plan, in the amount of US $115,260, consisting of US $62,500, plus agency support costs of US $8,125, for UNEP and US $39,500, plus agency support costs of US $5,135, for UNIDO.

UNEP/OzL.Pro/ExCom/97/17: Decision 97/59 and Annex LI

Annex LI

AGREEMENT BETWEEN THE GOVERNMENT OF ETHIOPIA AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROFLUOROCARBONS IN ACCORDANCE WITH STAGE I OF THE KIGALI HFC IMPLEMENTATION PLAN

(Period: 2025–2029)

Purpose

1. This Agreement represents the understanding of the Government of Ethiopia ("the Country") and the Executive Committee with respect to the reduction of controlled use of Annex F substances set out in Appendix 1-A ("The Substances") to a sustained level of 312,332 CO_2-equivalent (CO_2-eq) tonnes by 1 January 2029 in compliance with the Montreal Protocol schedule and the terms of this Agreement.

2. The Country agrees to meet the annual consumption limits of Annex F 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 Annex F 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 Annex F substances that exceeds the level defined in row 1.2 of Appendix 2-A as the final reduction step under this Agreement for Annex F substances specified in Appendix 1-A.

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 stage I of the Kigali HFC implementation plan ("the Plan") as approved. In accordance with subparagraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of Annex F substances 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.

Conditions for funding release

5. The Executive Committee will only provide the Funding, in accordance with the Funding Approval Schedule, when the Country satisfies the following conditions at least 10 weeks in advance of the applicable Executive Committee meeting set out in the Funding Approval Schedule:

(a) That the Country has met the Targets set out in row 1.2 of Appendix 2-A for all relevant years. Relevant years are all years since the year in which this Agreement was approved. Years for which there are no due country programme implementation reports at the date of the Executive Committee meeting at which the funding request is being presented are exempted;

(b) That the meeting of these Targets has been independently verified for all relevant years, unless the Executive Committee decided that such verification would not be required;

(c) That the Country had submitted a Tranche Implementation Report in accordance with Appendix 4-A ("Format of Tranche Implementation Reports and Plans") covering each previous calendar year; that it had achieved a significant level of implementation of

activities initiated with previously approved tranches; and that the rate of disbursement of funding available from the previously approved tranche was more than 20 per cent; and

(d) That the Country has submitted a Tranche Implementation Plan in accordance with Appendix 4-A covering each calendar year until and including the year for which the Funding Approval Schedule foresees the submission of the next tranche or, in case of the final tranche, until completion of all activities foreseen.

Monitoring

6. The Country will ensure that it conducts accurate monitoring of its activities under this Agreement. The institutions set out in Appendix 5-A ("Monitoring Institutions and Roles") will monitor and report on implementation of the activities in the previous Tranche Implementation Plans in accordance with their roles and responsibilities set out in the same appendix.

Flexibility in the reallocation of funds

7. The Executive Committee agrees that the Country may have the flexibility to reallocate part or all approved funds, according to the evolving circumstances, to achieve the smoothest reduction of consumption and phase-down of Annex F substances specified in Appendix 1-A, in accordance with the following considerations:

(a) Reallocations categorized as major changes must be documented in advance, either in a Tranche Implementation Plan as foreseen in subparagraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted 10 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 that would modify any clause of this Agreement;

(iii) Changes in the annual levels of funding allocated to the individual bilateral or implementing agencies for the different tranches;

(iv) Provision of funding for activities not included in the current endorsed Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 30 per cent of the total cost of the last approved tranche;

(v) Changes in alternative technologies, on the understanding that any submission for such a request would identify the associated incremental costs, the potential impact on the climate, and any differences in CO_2-eq tonnes to be phased down if applicable, as well as confirm that the Country agrees that potential savings related to the change of technology would accordingly decrease the overall funding level under this Agreement;

(b) Reallocations not categorized as major changes may be incorporated into the approved Tranche Implementation Plan, under implementation at the time, and reported to the Executive Committee in the subsequent Tranche Implementation Report; and

(c) Any remaining funds held by the bilateral or implementing agencies or the Country under the Plan will be returned to the Multilateral Fund upon completion of the last tranche foreseen under this Agreement.

8. Specific attention will be paid to the execution of activities in the refrigeration servicing sector included in the Plan, in particular that the Country may use the flexibility available under this Agreement to address specific needs that might arise during project implementation.

Bilateral and implementing agencies

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 the Lead IA and/or Cooperating IA taking part in this Agreement.

10. The Lead IA will be responsible for ensuring coordinated planning, implementation and reporting of all activities under this Agreement, including but not limited to the independent verification as per subparagraph 5(b). The Cooperating IA will support the Lead IA by implementing the Plan under the overall coordination of the Lead IA. The roles of the Lead IA and Cooperating IA are contained in Appendix 6-A and Appendix 6-B, respectively. 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.

Non-compliance with the Targets in the Agreement

11. Should the Country, for any reason, not meet the Targets for the elimination of Annex F 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 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 CO_2-eq 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 decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding 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 decisions 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.

Date of completion

14. The completion of the Plan 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 at that time there still be activities that are outstanding, and which were foreseen in the last Tranche Implementation Plan and its subsequent revisions as per subparagraph 5(d) and paragraph 7, the completion of the Plan will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per subparagraphs 1(a), 1(b), and 1(d) of Appendix 4-A will continue until the time of the completion of the Plan unless otherwise specified by the Executive Committee.

Validity

15. All 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 Agreement may be modified or terminated only by mutual written agreement of the Country and the Executive Committee of the Multilateral Fund.

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substances	Starting point for aggregate reductions in consumption (CO_2-eq tonnes)
HFCs	n/a

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars		2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances	%	freeze	freeze	freeze	freeze	10	n/a
		CO_2-eq tonnes	347,035	347,035	347,035	347,035	312,332	n/a
1.2	Maximum allowable total consumption of Annex F substances	Reduction in %	0.0	0.0	0.0	0.0	10.0	n/a
		CO_2-eq tonnes	347,035	347,035	347,035	347,035	312,332	n/a
2.1	Lead IA (UNEP) agreed funding (US $)		62,500	0	43,500	0	0	106,000
2.2	Support costs for Lead IA (US $)		8,125	0	5,655	0	0	13,780
2.3	Cooperating IA (UNIDO) agreed funding (US $)		39,500	0	24,500	0	0	64,000
2.4	Support costs for Cooperating IA (US $)		5,135	0	3,185	0	0	8,320
3.1	Total agreed funding (US $)		102,000	0	68,000	0	0	170,000
3.2	Total support costs (US $)		13,260	0	8,840	0	0	22,100
3.3	Total agreed costs (US $)		115,260	0	76,840	0	0	192,100

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 THE TRANCHE IMPLEMENTATION REPORTS AND PLANS

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

(a) A narrative report, with data provided by tranche, describing the progress achieved since the previous report, reflecting the situation of the Country in regard to phase-down of Annex F substances, how the different activities contribute to it, and how they relate to each other, including, where applicable, activities related to energy efficiency approved in the context of HFC phase-down pursuant to decision 91/65. The report should include the amount of Annex F substances consumption reduced as a direct result of the implementation of activities, by substance, the alternative technology used and the related phase in of alternatives, to allow the Secretariat to inform the Executive Committee on the resulting change in climate relevant emissions. The report should also include quantitative

information on the activities implemented and further highlight the successes, experiences, and challenges related to the different activities included in the Plan, reflecting any changes in the circumstances in the Country, and providing other relevant information. The report should also include information on and justification for any changes vis-à-vis the previously submitted Tranche Implementation Plan(s), such as delays, use of flexibility for the reallocation of funds during implementation of a tranche as provided for in paragraph 7 of this Agreement, or other changes;

(b) An independent verification report on the Plan's results and the consumption of Annex F substances, as per subparagraph 5(b) of the Agreement. If not decided otherwise by the Executive Committee, such a verification of consumption data must be provided with each tranche request, covering all relevant years for which a verification report has not yet been acknowledged by the Committee, as specified in subparagraph 5(a) of the Agreement;

(c) A written description of the activities to be undertaken during the period covered by the requested tranche including quantitative information, highlighting implementation milestones, the time of completion and the interdependence of the activities, and taking into account experiences made and progress achieved in the implementation of earlier tranches; the data in the Plan will be provided by calendar year. The description should 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 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 subparagraph 1(a) above; and

(d) An Executive Summary of about five paragraphs, summarizing the information contained in subparagraphs 1(a) to 1(c) above.

APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES

1. The national ozone unit, under the Environmental Protection Authority (EPA) of the Country, is responsible for monitoring the progress of implementation of activities under the Plan. Monitoring will be carried out throughout the implementation period to ensure efficient and effective execution of activities, overall project coordination, stakeholder engagement, smooth implementation of activities under various tranches, timely delivery of training sessions and other expected outputs, and facilitate the HFC consumption verification undertaken by the Lead IA.

2. The EPA will be responsible for ensuring the sustainability of the consumption reduction targets achieved under the Agreement.

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 Plan;

(b) Assisting the Country in the preparation of the Tranche Implementation Reports and Plans as per Appendix 4-A;

(c) Providing independent verification to the Executive Committee that the Targets have been met and associated tranche activities have been completed as indicated in the Tranche Implementation Plan, consistent with Appendix 4-A;

(d) Ensuring that the experiences and progress are reflected in the updates to the overall Plan and in the future Tranche Implementation Plans, consistent with subparagraph 1(c) of Appendix 4-A;

(e) Fulfilling the reporting requirements of the Tranche Implementation Reports and Plans and of the overall Plan as specified in Appendix 4-A for submission to the Executive Committee including the activities implemented by the Cooperating IA;

(f) In the event that the last funding tranche is requested one or more years prior to the last year for which a consumption target had been established, annual Tranche Implementation Reports and, where applicable, verification reports on the current stage of the Plan should be submitted until all activities foreseen had been completed and HFC consumption targets had been met;

(g) Ensuring that appropriate independent technical experts carry out the technical reviews;

(h) Carrying out the required supervision missions;

(i) Ensuring the presence of an operating mechanism to allow for an effective and transparent implementation of the Tranche Implementation Plan and accurate data reporting;

(j) Coordinating the activities of the Cooperating IA and ensuring the appropriate sequence of activities;

(k) In case of reductions in funding for failure to comply in accordance with paragraph 11 of the Agreement, to determine, in consultation with the Country and the Cooperating IA, the allocation of the reductions to the different budget items and to the funding of the Lead IA and each Cooperating IA;

(l) Ensuring that disbursements made to the Country are based on the use of the indicators;

(m) Providing assistance with the policy, management and technical support when required;

(n) Reaching consensus with the Cooperating IA on any planning, coordination and reporting arrangements required to facilitate the implementation of the Plan; and

(o) Timely releasing funds to the Country/participating enterprises for completing the activities related to the project.

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 Plan's results and of the consumption of Annex F substances mentioned in Appendix 1-A, as per subparagraph 5(b) of the Agreement and subparagraph 1(b) of Appendix 4-A.

APPENDIX 6-B: ROLE OF THE COOPERATING IMPLEMENTING AGENCIES

1. The Cooperating IA will be responsible for a range of activities. These activities are specified in the 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 referring to the Lead IA to ensure a coordinated sequence of activities;

(c) Providing reports to the Lead IA on these activities, for inclusion in the consolidated reports as per Appendix 4-A; and

(d) Reaching consensus with the Lead IA on any planning, coordination and reporting arrangements required to facilitate the implementation of the Plan.

APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY WITH THE TARGETS IN THE AGREEMENT

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US $7.00 per CO_2-eq 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, on the understanding that the maximum funding reduction would not exceed the funding level of the tranche being requested. Additional measures might be considered in cases where non-compliance extends for two consecutive years. Where the Country has failed to comply with the Agreement due to illegal trade, the reduction in funding would not be applied if the illegally traded controlled substances are seized and subsequently confiscated, destroyed, exported, or returned to the country of origin.

UNEP/OzL.Pro/ExCom/97/17: Decision 97/59 and Annex LI

KIP for Fiji (Stage I)

At its **97th meeting**, the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Fiji for the period from 2025 to 2029 to reduce HFC consumption by 10 per cent of the country's baseline, in the amount of US $192,100, consisting of US $126,000, plus agency support costs of US $16,380, for UNEP and US $44,000, plus agency support costs of US $5,720, for UNDP;

(b) To note that the Government of Fiji would ban the import and sale of HFC-134a-based domestic refrigerators and R-410A-based residential air conditioners from 1 January 2029;

(c) To note also:

(i) That the Government of Fiji would continue to monitor its HFC consumption to understand the extent to which reported consumption in baseline years was representative of the local market's needs and to assess what future HFC demand would be, and would provide that analysis when submitting the second tranche of its KIP;

(ii) That, on the basis of the information provided in subparagraph (c)(i) above, the maximum allowable consumption limits for the remaining years of stage I of the KIP, as contained in Appendix 2-A to the Agreement between the Government of Fiji and the Executive Committee, would be revised when the Committee considered the second tranche of the KIP;

(d) To approve the Agreement between the Government of Fiji and the Executive Committee for the reduction in consumption of HFCs in accordance with stage I of the KIP, contained in annex LII to the present report; and

(e) To approve the first tranche of stage I of the KIP for Fiji, and the corresponding tranche implementation plan, in the amount of US $115,260, consisting of US $58,000, plus agency support costs of US $7,540, for UNEP and US $44,000, plus agency support costs of US $5,720, for UNDP.

UNEP/OzL.Pro/ExCom/97/91: Decision 97/60 and Annex LII

Annex LII

AGREEMENT BETWEEN THE GOVERNMENT OF FIJI AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROFLUOROCARBONS IN ACCORDANCE WITH STAGE I OF THE KIGALI HFC IMPLEMENTATION PLAN

(Period: 2025–2029)

Purpose

1. This Agreement represents the understanding of the Government of Fiji ("the Country") and the Executive Committee with respect to the reduction of controlled use of Annex F substances set out in Appendix 1-A ("The Substances") to a sustained level of 399,175 CO_2-equivalent (CO_2-eq) tonnes by 1 January 2029 in compliance with the Montreal Protocol schedule and the terms of this Agreement.

2. The Country agrees to meet the annual consumption limits of Annex F 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 Annex F 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 Annex F substances that exceeds the level defined in row 1.2 of Appendix 2-A as the final reduction step under this Agreement for Annex F substances specified in Appendix 1-A.

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 stage I of the Kigali HFC implementation plan ("the Plan") as approved. In accordance with subparagraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of Annex F substances 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.

Conditions for funding release

5. The Executive Committee will only provide the Funding, in accordance with the Funding Approval Schedule, when the Country satisfies the following conditions at least 10 weeks in advance of the applicable Executive Committee meeting set out in the Funding Approval Schedule:

(a) That the Country has met the Targets set out in row 1.2 of Appendix 2-A for all relevant years. Relevant years are all years since the year in which this Agreement was approved. Years for which there are no due country programme implementation reports at the date of the Executive Committee meeting at which the funding request is being presented are exempted;

(b) That the meeting of these Targets has been independently verified for all relevant years, unless the Executive Committee decided that such verification would not be required;

(c) That the Country had submitted a Tranche Implementation Report in accordance with Appendix 4-A ("Format of Tranche Implementation Reports and Plans") covering each previous calendar year; that it had achieved a significant level of implementation of

activities initiated with previously approved tranches; and that the rate of disbursement of funding available from the previously approved tranche was more than 20 per cent; and

(d) That the Country has submitted a Tranche Implementation Plan in accordance with Appendix 4-A covering each calendar year until and including the year for which the Funding Approval Schedule foresees the submission of the next tranche or, in case of the final tranche, until completion of all activities foreseen.

Monitoring

6. The Country will ensure that it conducts accurate monitoring of its activities under this Agreement. The institutions set out in Appendix 5-A ("Monitoring Institutions and Roles") will monitor and report on implementation of the activities in the previous Tranche Implementation Plans in accordance with their roles and responsibilities set out in the same appendix.

Flexibility in the reallocation of funds

7. The Executive Committee agrees that the Country may have the flexibility to reallocate part or all approved funds, according to the evolving circumstances, to achieve the smoothest reduction of consumption and phase-down of Annex F substances specified in Appendix 1-A, in accordance with the following considerations:

(a) Reallocations categorized as major changes must be documented in advance, either in a Tranche Implementation Plan as foreseen in subparagraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted 10 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 that would modify any clause of this Agreement;

(iii) Changes in the annual levels of funding allocated to the individual bilateral or implementing agencies for the different tranches;

(iv) Provision of funding for activities not included in the current endorsed Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 30 per cent of the total cost of the last approved tranche;

(v) Changes in alternative technologies, on the understanding that any submission for such a request would identify the associated incremental costs, the potential impact on the climate, and any differences in CO_2-eq tonnes to be phased down if applicable, as well as confirm that the Country agrees that potential savings related to the change of technology would accordingly decrease the overall funding level under this Agreement;

(b) Reallocations not categorized as major changes may be incorporated into the approved Tranche Implementation Plan, under implementation at the time, and reported to the Executive Committee in the subsequent Tranche Implementation Report; and

(c) Any remaining funds held by the bilateral or implementing agencies or the Country under the Plan will be returned to the Multilateral Fund upon completion of the last tranche foreseen under this Agreement.

8. Specific attention will be paid to the execution of activities in the refrigeration servicing sector included in the Plan, in particular that the Country may use the flexibility available under this Agreement to address specific needs that might arise during project implementation.

Bilateral and implementing agencies

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 the Lead IA and/or Cooperating IA taking part in this Agreement.

10. The Lead IA will be responsible for ensuring coordinated planning, implementation and reporting of all activities under this Agreement, including but not limited to the independent verification as per subparagraph 5(b). The Cooperating IA will support the Lead IA by implementing the Plan under the overall coordination of the Lead IA. The roles of the Lead IA and Cooperating IA are contained in Appendix 6-A and Appendix 6-B, respectively. 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.

Non-compliance with the Targets in the Agreement

11. Should the Country, for any reason, not meet the Targets for the elimination of Annex F 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 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 CO_2-eq 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 decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding 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 decisions 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.

Date of completion

14. The completion of the Plan 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 at that time there still be activities that are outstanding, and which were foreseen in the last Tranche Implementation Plan and its subsequent revisions as per subparagraph 5(d) and paragraph 7, the completion of the Plan will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per subparagraphs 1(a), 1(b), and 1(d) of Appendix 4-A

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

Validity

15. All 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 Agreement may be modified or terminated only by mutual written agreement of the Country and the Executive Committee of the Multilateral Fund.

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substances	Starting point for aggregate reductions in consumption (CO_2-eq tonnes)
HFCs	n/a

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars		2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances	%	freeze	freeze	freeze	freeze	10	n/a
		CO_2-eq tonnes	443,528	443,528	443,528	443,528	399,175	n/a
1.2	Maximum allowable total consumption of Annex F substances	Reduction in %	0.0	0.0	0.0	0.0	10.0	n/a
		CO_2-eq tonnes	443,528	443,528	443,528	443,528	399,175	n/a
2.1	Lead IA (UNEP) agreed funding (US $)		58,000	0	68,000	0	0	126,000
2.2	Support costs for Lead IA (US $)		7,540	0	8,840	0	0	16,380
2.3	Cooperating IA (UNDP) agreed funding (US $)		44,000	0	0	0	0	44,000
2.4	Support costs for Cooperating IA (US $)		5,720	0	0	0	0	5,720
3.1	Total agreed funding (US $)		102,000	0	68,000	0	0	170,000
3.2	Total support costs (US $)		13,260	0	8,840	0	0	22,100
3.3	Total agreed costs (US $)		115,260	0	76,840	0	0	192,100

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 THE TRANCHE IMPLEMENTATION REPORTS AND PLANS

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

(a) A narrative report, with data provided by tranche, describing the progress achieved since the previous report, reflecting the situation of the Country in regard to phase-down of Annex F substances, how the different activities contribute to it, and how they relate to each other, including, where applicable, activities related to energy efficiency approved in the context of HFC phase-down pursuant to decision 91/65. The report should include the amount of Annex F substances consumption reduced as a direct result of the implementation of activities, by substance, the alternative technology used and the related phase in of alternatives, to allow the Secretariat to inform the Executive Committee on the resulting

change in climate relevant emissions. The report should also include quantitative information on the activities implemented and further highlight the successes, experiences, and challenges related to the different activities included in the Plan, reflecting any changes in the circumstances in the Country, and providing other relevant information. The report should also include information on and justification for any changes vis-à-vis the previously submitted Tranche Implementation Plan(s), such as delays, use of flexibility for the reallocation of funds during implementation of a tranche as provided for in paragraph 7 of this Agreement, or other changes;

(b) An independent verification report on the Plan's results and the consumption of Annex F substances, as per subparagraph 5(b) of the Agreement. If not decided otherwise by the Executive Committee, such a verification of consumption data must be provided with each tranche request, covering all relevant years for which a verification report has not yet been acknowledged by the Committee, as specified in subparagraph 5(a) of the Agreement;

(c) A written description of the activities to be undertaken during the period covered by the requested tranche including quantitative information, highlighting implementation milestones, the time of completion and the interdependence of the activities, and taking into account experiences made and progress achieved in the implementation of earlier tranches; the data in the Plan will be provided by calendar year. The description should 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 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 subparagraph 1(a) above; and

(d) An Executive Summary of about five paragraphs, summarizing the information contained in subparagraphs 1(a) to 1(c) above.

APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES

1. The national ozone unit (NOU), under the Ministry of Environment and Climate Change (MECC), will be responsible for the overall monitoring of all activities under the Plan. The NOU will oversee the planning, coordination, and day-to-day implementation of project activities. It will also support both the Government and non-governmental organizations in streamlining their activities to ensure smooth and effective project implementation. The NOU will submit annual progress reports to the Lead IA and the Cooperating IA, detailing the status of implementation to facilitate monitoring of the Plan's progress.

2. Annual HFC consumption will be monitored through the MECC, which also serves as the licensing authority for issuing import and export permits. The Fiji Revenue and Customs Services will be responsible for controlling and monitoring HFC imports and exports at points of entry. The NOU will liaise with HFC importers to collect and reconcile statistical data on a regular basis.

3. In addition, the NOU will monitor the implementation of capacity-building activities in collaboration with relevant agencies, including training programmes for refrigeration and air-conditioning and mobile air-conditioning technicians and customs and enforcement officers. The NOU will also coordinate with relevant energy-efficiency authorities for maximizing the adoption of energy-efficient technologies and energy-efficiency measures while phasing down HFCs in different applications.

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 Plan;

(b) Assisting the Country in the preparation of the Tranche Implementation Reports and Plans as per Appendix 4-A;

(c) Providing independent verification to the Executive Committee that the Targets have been met and associated tranche activities have been completed as indicated in the Tranche Implementation Plan, consistent with Appendix 4-A;

(d) Ensuring that the experiences and progress are reflected in the updates to the overall Plan and in the future Tranche Implementation Plans, consistent with subparagraph 1(c) of Appendix 4-A;

(e) Fulfilling the reporting requirements of the Tranche Implementation Reports and Plans and of the overall Plan as specified in Appendix 4-A for submission to the Executive Committee including the activities implemented by the Cooperating IA;

(f) In the event that the last funding tranche is requested one or more years prior to the last year for which a consumption target had been established, annual Tranche Implementation Reports and, where applicable, verification reports on the current stage of the Plan should be submitted until all activities foreseen had been completed and HFC consumption targets had been met;

(g) Ensuring that appropriate independent technical experts carry out the technical reviews;

(h) Carrying out the required supervision missions;

(i) Ensuring the presence of an operating mechanism to allow for an effective and transparent implementation of the Tranche Implementation Plan and accurate data reporting;

(j) Coordinating the activities of the Cooperating IA and ensuring the appropriate sequence of activities;

(k) In case of reductions in funding for failure to comply in accordance with paragraph 11 of the Agreement, to determine, in consultation with the Country and the Cooperating IA, the allocation of the reductions to the different budget items and to the funding of the Lead IA and each Cooperating IA;

(l) Ensuring that disbursements made to the Country are based on the use of the indicators;

(m) Providing assistance with the policy, management and technical support when required;

(n) Reaching consensus with the Cooperating IA on any planning, coordination and reporting arrangements required to facilitate the implementation of the Plan; and

(o) Timely releasing funds to the Country/participating enterprises for completing the activities related to the project.

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 Plan's results and of the consumption of Annex F substances mentioned in Appendix 1-A, as per subparagraph 5(b) of the Agreement and subparagraph 1(b) of Appendix 4-A.

APPENDIX 6-B: ROLE OF THE COOPERATING IMPLEMENTING AGENCIES

1. The Cooperating IA will be responsible for a range of activities. These activities are specified in the 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 referring to the Lead IA to ensure a coordinated sequence of activities;

(c) Providing reports to the Lead IA on these activities, for inclusion in the consolidated reports as per Appendix 4-A; and

(d) Reaching consensus with the Lead IA on any planning, coordination and reporting arrangements required to facilitate the implementation of the Plan.

APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY WITH THE TARGETS IN THE AGREEMENT

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US $7.00 per CO_2-eq 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, on the understanding that the maximum funding reduction would not exceed the funding level of the tranche being requested. Additional measures might be considered in cases where non-compliance extends for two consecutive years. Where the Country has failed to comply with the Agreement due to illegal trade, the reduction in funding would not be applied if the illegally traded controlled substances are seized and subsequently confiscated, destroyed, exported, or returned to the country of origin.

UNEP/OzL.Pro/ExCom/97/91: Decision 97/60 and Annex LII

GAMBIA
KIP for Gambia

The Ninety-fourth Meeting of the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for the Gambia for the period 2024–2029 to reduce HFC consumption by 10 per cent of the country's baseline by 2029, in the amount of US $192,100, consisting of US $92,400, plus agency support costs of US $12,012, for UNEP and US $77,600, plus agency support costs of US $10,088, for UNIDO, as reflected in the schedule contained in annex XXXV to the present report, on the understanding that the Government of the Gambia would notify the Ozone Secretariat that it was withdrawing its request for the high-ambient temperature (HAT) exemption;

(b) To note:

(i) The commitment of the Government of the Gambia to implement a ban on the import of domestic refrigeration and commercial stand-alone refrigeration units using HFCs by 1 January 2025 and to revise relevant regulations to include a ban on the use of HFCs in fire suppression, foam, aerosol, and solvent sectors in the country by January 2026;

(ii) That, upon completion of the end-user technology demonstration project in commercial refrigeration included in stage I of the KIP, UNIDO would submit a final report on its implementation, including the HFC phase-out and energy-efficiency gains achieved, in line with decision 92/36(g);

(c) To note also:

(i) That the Government of the Gambia would continue to monitor its HFC consumption to understand the extent to which consumption reported in baseline years was representative of the local market's needs and assess what future HFC demand would be, and that it would provide that analysis when submitting the second tranche of the KIP;

(ii) That, on the basis of the information provided in subparagraph (c)(i) above, the maximum allowable consumption limits for the remaining years of stage I of the KIP, as contained in Appendix 2-A to the future Agreement between the Government of the Gambia and the Executive Committee, would be revised, if appropriate, when the Committee considered the second tranche of the KIP;

(d) To approve the first tranche of stage I of the KIP for the Gambia, and the corresponding tranche implementation plan, in the amount of US $90,570, consisting of US $50,150, plus agency support costs of US $6,520, for UNEP and US $30,000, plus agency support costs of US $3,900, for UNIDO, on the understanding that UNEP and UNIDO would not disburse the approved funds until the Government of the Gambia had notified the Ozone Secretariat that it was withdrawing its request for the HAT exemption; and

(e) To request the Government of the Gambia, UNEP, UNIDO and the Secretariat to finalize the draft Agreement between the Government of the Gambia and the Executive Committee for the reduction in consumption of HFCs, including the information contained in the annex referred to in subparagraph (a) above, and to submit it to a future meeting once the KIP Agreement template had been approved by the Executive Committee.

(UNEP/OzL.Pro/ExCom/94/67, Decision 94/43).
(Supporting document: UNEP/OzL.Pro/ExCom/94/67, Annex XXXV).

Annex XXXV

SCHEDULE OF HFC COMMITMENTS AND FUNDING TRANCHES UNDER THE KIGALI HFC IMPLEMENTATION PLAN FOR THE GAMBIA

Kigali HFC implementation plan (stage I)

Row	Particulars	2024	2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances (CO_2-eq tonnes)	271,515	271,515	271,515	271,515	271,515	244,363	n/a
1.2	Maximum allowable total consumption of Annex F substances (CO_2-eq tonnes)	271,515	271,515	271,515	271,515	271,515	244,363	n/a
2.1	Lead IA (UNEP) agreed funding (US $)	50,150	0	0	42,250	0	0	92,400
2.2	Support costs for Lead IA (US $)	6,520	0	0	5,492	0	0	12,012
2.3	Cooperating IA (UNIDO) agreed funding (US $)	30,000	0	0	47,600	0	0	77,600
2.4	Support costs for Cooperating IA (US $)	3,900	0	0	6,188	0	0	10,088
3.1	Total agreed funding (US $)	80,150	0	0	89,850	0	0	170,000
3.2	Total support costs (US $)	10,420	0	0	11,680	0	0	22,100
3.3	Total agreed costs (US $)	90,570	0	0	101,530	0	0	192,100

GEORGIA
KIP for Georgia

The Ninety-sixth Meeting of the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Georgia for the period 2025–2029, to reduce HFC consumption by 10 per cent of the country's average HFC consumption in the baseline years (or 22.5 per cent of the country's baseline) by 2029, in the amount of US $440,700, consisting of US $255,000, plus agency support costs of US $33,150, for UNEP and US $135,000, plus agency support costs of US $17,550, for UNDP;

(b) To note:

(i) The strong commitment of the Government of Georgia to support reductions in HFC consumption in advance of the Montreal Protocol targets;

(ii) That the Government of Georgia would establish its starting point for sustained aggregate reductions in HFC consumption on the basis of guidance provided by the Executive Committee;

(iii) That, once the Executive Committee had provided the guidance referred to in subparagraph (b)(ii), above, reductions from the country's remaining HFC consumption eligible for funding would be determined in line with that guidance;

(iv) That the reductions from the country's remaining HFC consumption eligible for funding, referred to in subparagraph (b)(iii), above, would be deducted from the starting point referred to in subparagraph (b)(ii), above;

(v) That, during the implementation of stage I, the Government of Georgia would be allowed, on an exceptional basis, to submit a project to phase out consumption of HFC-134a in the aerosol sector to achieve additional HFC reductions;

(c) To approve the Agreement between the Government of Georgia and the Executive Committee for the reduction in consumption of HFCs in accordance with stage I of the KIP, contained in annex XXIII to the present report; and

(d) To approve the first tranche of stage I of the KIP for Georgia, and the corresponding tranche implementation plan, in the amount of US $231,085, consisting of US $137,500, plus agency support costs of US $17,875, for UNEP and US $67,000, plus agency support costs of US $8,710, for UNDP.

(UNEP/OzL.Pro/ExCom/96/66, Decision 96/39).
(Supporting document: UNEP/OzL.Pro/ExCom/96/66 Annex XXIII*).*

Annex XXIII

AGREEMENT BETWEEN THE GOVERNMENT OF GEORGIA AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROFLUOROCARBONS IN ACCORDANCE WITH STAGE I OF THE KIGALI HFC IMPLEMENTATION PLAN

(Period: 2025–2029)

Purpose

1. This Agreement represents the understanding of the Government of Georgia ("the Country") and the Executive Committee with respect to the reduction of controlled use of Annex F substances set out in Appendix 1-A ("The Substances") to a sustained level of 630,468 CO_2-equivalent (CO_2-eq) tonnes by 1 January 2029 in compliance with the Montreal Protocol schedule and the terms of this Agreement.

2. The Country agrees to meet the annual consumption limits of Annex F 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 Annex F 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 Annex F substances that exceeds the level defined in row 1.2 of Appendix 2-A as the final reduction step under this Agreement for Annex F substances specified in Appendix 1-A, and in respect to any consumption of Annex F substances that exceeds the level defined in row 4.1.3 (remaining consumption eligible for funding).

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 stage I of the Kigali HFC implementation plan ("the Plan") as approved. In accordance with subparagraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of Annex F substances 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.

Conditions for funding release

5. The Executive Committee will only provide the Funding, in accordance with the Funding Approval Schedule, when the Country satisfies the following conditions at least 10 weeks in advance of the applicable Executive Committee meeting set out in the Funding Approval Schedule:

(a) That the Country has met the Targets set out in row 1.2 of Appendix 2-A for all relevant years. Relevant years are all years since the year in which this Agreement was approved. Years for which there are no due country programme implementation reports at the date of the Executive Committee meeting at which the funding request is being presented are exempted;

(b) That the meeting of these Targets has been independently verified for all relevant years, unless the Executive Committee decided that such verification would not be required;

(c) That the Country had submitted a Tranche Implementation Report in accordance with Appendix 4-A ("Format of Tranche Implementation Reports and Plans") covering each

previous calendar year; that it had achieved a significant level of implementation of activities initiated with previously approved tranches; and that the rate of disbursement of funding available from the previously approved tranche was more than 20 per cent; and

(d) That the Country has submitted a Tranche Implementation Plan in accordance with Appendix 4-A covering each calendar year until and including the year for which the Funding Approval Schedule foresees the submission of the next tranche or, in case of the final tranche, until completion of all activities foreseen.

Monitoring

6. The Country will ensure that it conducts accurate monitoring of its activities under this Agreement. The institutions set out in Appendix 5-A ("Monitoring Institutions and Roles") will monitor and report on implementation of the activities in the previous Tranche Implementation Plans in accordance with their roles and responsibilities set out in the same appendix.

Flexibility in the reallocation of funds

7. The Executive Committee agrees that the Country may have the flexibility to reallocate part or all approved funds, according to the evolving circumstances, to achieve the smoothest reduction of consumption and phase-down of Annex F substances specified in Appendix 1-A, in accordance with the following considerations:

(a) Reallocations categorized as major changes must be documented in advance, either in a Tranche Implementation Plan as foreseen in subparagraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted 10 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 that would modify any clause of this Agreement;

(iii) Changes in the annual levels of funding allocated to the individual bilateral or implementing agencies for the different tranches;

(iv) Provision of funding for activities not included in the current endorsed Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 30 per cent of the total cost of the last approved tranche;

(v) Changes in alternative technologies, on the understanding that any submission for such a request would identify the associated incremental costs, the potential impact on the climate, and any differences in CO_2-eq tonnes to be phased down if applicable, as well as confirm that the Country agrees that potential savings related to the change of technology would accordingly decrease the overall funding level under this Agreement;

(b) Reallocations not categorized as major changes may be incorporated into the approved Tranche Implementation Plan, under implementation at the time, and reported to the Executive Committee in the subsequent Tranche Implementation Report; and

(c) Any remaining funds held by the bilateral or implementing agencies or the Country under the Plan will be returned to the Multilateral Fund upon completion of the last tranche foreseen under this Agreement.

8. Specific attention will be paid to the execution of activities in the refrigeration servicing sector included in the Plan, in particular that the Country may use the flexibility available under this Agreement to address specific needs that might arise during project implementation.

Bilateral and implementing agencies

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/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 the Lead IA and/or Cooperating IA taking part in this Agreement.

10. The Lead IA will be responsible for ensuring coordinated planning, implementation and reporting of all activities under this Agreement, including but not limited to the independent verification as per subparagraph 5(b). The Cooperating IA will support the Lead IA by implementing the Plan under the overall coordination of the Lead IA. The roles of the Lead IA and Cooperating IA are contained in Appendix 6-A and Appendix 6-B, respectively. 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.

Non-compliance with the Targets in the Agreement

11. Should the Country, for any reason, not meet the Targets for the elimination of Annex F 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 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 CO_2-eq 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 decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding 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 decisions 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.

Date of completion

14. The completion of the Plan 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 at that time there still be activities that are outstanding, and which were foreseen in the last Tranche Implementation Plan and its subsequent revisions as per subparagraph 5(d) and paragraph 7, the completion of the Plan will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per subparagraphs 1(a), 1(b), and

1(d) of Appendix 4-A will continue until the time of the completion of the Plan unless otherwise specified by the Executive Committee.

Validity

15. All 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 Agreement may be modified or terminated only by mutual written agreement of the Country and the Executive Committee of the Multilateral Fund.

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substances	Starting point for aggregate reductions in consumption (CO_2-eq tonnes)
HFCs	To be determined (TBD)

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars		2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances	%	freeze	freeze	freeze	Freeze	10	n/a
		CO_2-eq tonnes	813,152	813,152	813,152	813,152	731,837	n/a
1.2	Maximum allowable total consumption of Annex F substances	Reduction in %	2.1	7.2	12.3	17.4	22.5	n/a
		CO_2-eq tonnes	796,428	754,938	713,448	671,958	630,468	n/a
2.1	Lead IA (UNEP) agreed funding (US $)		137,500	0	117,500	0	0	255,000
2.2	Support costs for Lead IA (US $)		17,875	0	15,275	0	0	33,150
2.3	Cooperating IA (UNDP) agreed funding (US $)		67,000	0	68,000	0	0	135,000
2.4	Support costs for Cooperating IA (US $)		8,710	0	8,840	0	0	17,550
3.1	Total agreed funding (US $)		204,500	0	185,500	0	0	390,000
3.2	Total support costs (US $)		26,585	0	24,115	0	0	50,700
3.3	Total agreed costs (US $)		231,085	0	209,615	0	0	440,700
4.1.1	Deduction of HFCs under this Agreement (CO_2-eq tonnes)							182,684
4.1.2	Deduction of HFCs from previously approved projects (CO_2-eq tonnes)							0
4.1.3	Remaining eligible consumption for HFCs (CO_2-eq tonnes)							TBD

APPENDIX 3-A: FUNDING APPROVAL SCHEDULE

1. Funding for the future tranches will be considered for approval at the first meeting of the year specified in Appendix 2-A.

APPENDIX 4-A: FORMAT OF THE TRANCHE IMPLEMENTATION REPORTS AND PLANS

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

(a) A narrative report, with data provided by tranche, describing the progress achieved since the previous report, reflecting the situation of the Country in regard to phase-down of

Annex F substances, how the different activities contribute to it, and how they relate to each other, including, where applicable, activities related to energy efficiency approved in the context of HFC phase down pursuant to decision 91/65. The report should include the amount of Annex F substances consumption reduced as a direct result of the implementation of activities, by substance, the alternative technology used and the related phase in of alternatives, to allow the Secretariat to inform the Executive Committee on the resulting change in climate relevant emissions. The report should also include quantitative information on the activities implemented and further highlight the successes, experiences, and challenges related to the different activities included in the Plan, reflecting any changes in the circumstances in the Country, and providing other relevant information. The report should also include information on and justification for any changes vis-à-vis the previously submitted Tranche Implementation Plan(s), such as delays, use of flexibility for the reallocation of funds during implementation of a tranche as provided for in paragraph 7 of this Agreement, or other changes;

(b) An independent verification report on the Plan's results and the consumption of Annex F substances, as per subparagraph 5(b) of the Agreement. If not decided otherwise by the Executive Committee, such a verification of consumption data must be provided with each tranche request, covering all relevant years for which a verification report has not yet been acknowledged by the Committee, as specified in subparagraph 5(a) of the Agreement;

(c) A written description of the activities to be undertaken during the period covered by the requested tranche including quantitative information, highlighting implementation milestones, the time of completion and the interdependence of the activities, and taking into account experiences made and progress achieved in the implementation of earlier tranches; the data in the Plan will be provided by calendar year. The description should 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 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 subparagraph 1(a) above; and

(d) An Executive Summary of about five paragraphs, summarizing the information contained in subparagraphs 1(a) to 1(c) above.

APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES

1. Overall monitoring will be provided by the Country, through the national ozone unit (NOU), with assistance from the Lead IA. The NOU will submit annual progress reports on the status of implementation of the Plan to the Lead IA.

2. Consumption will be monitored and determined from official data of import and export of substances as registered by the relevant Government departments. The NOU will compile and report the following data and information each year on or before the relevant deadlines:

(a) Reports on the consumption of the substances to be submitted to the Ozone Secretariat in line with Article 7 of the Montreal Protocol; and

(b) Reports on country programme data to be submitted to the Secretariat of the Multilateral Fund.

3. Monitoring of development of the Plan and verification of the achievement of the performance targets will be assigned to an independent local company or to independent local consultant(s) by the Lead IA. The company or consultant(s) responsible for verification will have full access to relevant

technical and financial information related to the implementation of the Plan. The Country will be responsible for the sustainability of consumption reduction targets achieved through this Agreement.

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 Plan;

    (b) Assisting the Country in the preparation of the Tranche Implementation Reports and Plans as per Appendix 4-A;

    (c) Providing independent verification to the Executive Committee that the Targets have been met and associated tranche activities have been completed as indicated in the Tranche Implementation Plan, consistent with Appendix 4-A;

    (d) Ensuring that the experiences and progress are reflected in the updates to the overall Plan and in the future Tranche Implementation Plans, consistent with subparagraph 1(c) of Appendix 4-A;

    (e) Fulfilling the reporting requirements of the Tranche Implementation Reports and Plans and of the overall Plan as specified in Appendix 4-A for submission to the Executive Committee including the activities implemented by the Cooperating IA;

    (f) In the event that the last funding tranche is requested one or more years prior to the last year for which a consumption target had been established, annual Tranche Implementation Reports and, where applicable, verification reports on the current stage of the Plan should be submitted until all activities foreseen had been completed and HFC consumption targets had been met;

    (g) Ensuring that appropriate independent technical experts carry out the technical reviews;

    (h) Carrying out the required supervision missions;

    (i) Ensuring the presence of an operating mechanism to allow for an effective and transparent implementation of the Tranche Implementation Plan and accurate data reporting;

    (j) Coordinating the activities of the Cooperating IA and ensuring the appropriate sequence of activities;

    (k) In case of reductions in funding for failure to comply in accordance with paragraph 11 of the Agreement, to determine, in consultation with the Country and the Cooperating IA, the allocation of the reductions to the different budget items and to the funding of the Lead IA and the Cooperating IA;

    (l) Ensuring that disbursements made to the Country are based on the use of the indicators;

    (m) Providing assistance with the policy, management and technical support when required;

    (n) Reaching consensus with the Cooperating IA on any planning, coordination and reporting arrangements required to facilitate the implementation of the Plan; and

    (o) Timely releasing funds to the Country/participating enterprises for completing the activities related to the project.

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 Plan's results and of the consumption of Annex F substances mentioned in Appendix 1-A, as per subparagraph 5(b) of the Agreement and subparagraph 1(b) of Appendix 4-A.

APPENDIX 6-B: ROLE OF THE COOPERATING IMPLEMENTING AGENCIES

1. The Cooperating IA will be responsible for a range of activities. These activities are specified in the 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 referring to the Lead IA to ensure a coordinated sequence of activities;

(c) Providing reports to the Lead IA on these activities, for inclusion in the consolidated reports as per Appendix 4-A; and

(d) Reaching consensus with the Lead IA on any planning, coordination and reporting arrangements required to facilitate the implementation of the Plan.

APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY WITH THE TARGETS IN THE AGREEMENT

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US $7.00 per CO_2-eq 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, on the understanding that the maximum funding reduction would not exceed the funding level of the tranche being requested. Additional measures might be considered in cases where non-compliance extends for two consecutive years. Where the country has failed to comply with the Agreement due to illegal trade, the reduction in funding would not be applied if the illegally traded controlled substances are seized and subsequently confiscated, destroyed, exported, or returned to the country of origin.

GHANA
KIP for Ghana

The Ninety-third Meeting of the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Ghana for the period 2023–2030 to reduce HFC consumption by 57 per cent of the country's baseline between 2024 to 2028 and by 58 per cent between 2029 and 2030, in the amount of US $367,250, consisting of US $232,000, plus agency support costs of US $30,160, for UNDP, and US $93,000, plus agency support costs of US $12,090, for UNEP, as reflected in the schedule contained in annex XLVI to the present report;

(b) To note that, upon completion of the end-user technology demonstration project included in stage I of the KIP, UNDP would submit a final report on the implementation of the project, including the HFC phase-out and energy-efficiency gains achieved, in line with subparagraph (g) of decision 92/36;

(c) To approve the first tranche of stage I of the KIP for Ghana, and the corresponding tranche implementation plan, in the amount of US $212,440, consisting of US $132,500, plus agency support costs of US $17,225, for UNDP and US $55,500, plus agency support costs of US $7,215, for UNEP;

(d) To request the Government of Ghana, UNDP, UNEP and the Secretariat to finalize the draft Agreement between the Government of Ghana and the Executive Committee for the reduction in consumption of HFCs, including the information contained in the annex referred to in subparagraph (a) above, and to submit it to a future meeting once the KIP Agreement template had been approved by the Executive Committee; and

(e) To allow the Government of Ghana to submit a funding request for phasing down HFCs in the firefighting sector, for consideration by the Executive Committee in line with the agreed cost guidelines for that sector, when the Government had identified the consumption and revised the Article 7 and the country programme data.

(UNEP/OzL.Pro/ExCom/93/105, Decision 93/62).
(Supporting document: UNEP/OzL.Pro/ExCom/93/105, Annex XLVI).

Annex XLVI

SCHEDULE OF HFC PHASE-DOWN COMMITMENTS AND FUNDING TRANCHES UNDER THE KIGALI HFC IMPLEMENTATION PLAN FOR GHANA

Kigali HFC implementation plan (stage I)

	Particulars	2023	2024	2025	2026	2027	2028	2029	2030	Total
1.1	Montreal Protocol reduction schedule of Annex F substances (CO_2-eq tonnes)	n/a	1,805,702	1,805,702	1,805,702	1,805,702	1,805,702	1,625,132	1,625,132	n/a
1.2	Maximum allowable total consumption of Annex F substances (CO_2-eq tonnes)	n/a	782,656	782,656	782,656	782,656	782,656	767,003	767,003	n/a
2.1	Lead IA (UNDP) agreed funding (US $)	132,500	0	0	0	79,000	0	0	20,500	232,000
2.2	Support costs for Lead IA (US $)	17,225	0	0	0	10,270	0	0	2,665	30,160
2.3	Cooperating IA (UNEP) agreed funding (US $)	55,500	0	0	0	25,500	0	0	12,000	93,000
2.4	Support costs for Cooperating IA (US $)	7,215	0	0	0	3,315	0	0	1,560	12,090
3.1	Total agreed funding (US $)	188,000	0	0	0	104,500	0	0	32,500	325,000
3.2	Total support costs (US $)	24,440	0	0	0	13,585	0	0	4,225	42,250
3.3	Total agreed costs (US $)	212,440	0	0	0	118,085	0	0	36,725	367,250

GRENADA
KIP for Grenada

The Ninety-third Meeting of the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Grenada for the period 2023–2030 to reduce, by 2029, HFC consumption by 10 per cent of the country's baseline, in the amount of US $163,850, consisting of US $87,842, plus agency support costs of US $11,419, for UNEP and US $57,158, plus agency support costs of US $7,431, for UNDP, as reflected in the schedule contained in annex XLVII to the present report;

(b) To note:

(i) That the Government of Grenada would continue to monitor its HFC consumption to understand the extent to which reported consumption in baseline years was representative of the local market's needs and to assess what future HFC demand would be, and would provide that analysis when submitting the second tranche of its KIP;

(ii) That, on the basis of the information provided in subparagraph (b)(i) above, the maximum allowable consumption limits for the remaining years of stage I of the KIP, as contained in Appendix 2-A to the future Agreement between the Government of Grenada and the Executive Committee would be revised, if appropriate, when the Committee considered the second tranche of the KIP;

(iii) That, ahead of submission of the second tranche, the Government of Grenada would consider opportunities for more ambitious targets with respect to the maximum allowable consumption;

(c) To approve the first tranche of stage I of the KIP for Grenada, and the corresponding tranche implementation plan, in the amount of US $81,925, consisting of US $27,500, plus agency support costs of US $3,575, for UNEP and US $45,000, plus agency support costs of US $5,850, for UNDP; and

(d) To request the Government of Grenada, UNEP, UNDP and the Secretariat to finalize the draft Agreement between the Government of Grenada and the Executive Committee for the reduction in consumption of HFCs, including the information contained in the annex referred to in subparagraph (a) above, and to submit it to a future meeting once the KIP Agreement template had been approved by the Executive Committee.

(UNEP/OzL.Pro/ExCom/93/105, Decision 93/63).
(Supporting document: UNEP/OzL.Pro/ExCom/93/105, Annex XLVII).

Annex XLVII

SCHEDULE OF HFC PHASE-DOWN COMMITMENTS AND FUNDING TRANCHES UNDER THE KIGALI HFC IMPLEMENTATION PLAN FOR GRENADA

Kigali HFC implementation plan (stage I)

Row	Particulars	2023	2024	2025	2026	2027	2028	2029	2030	Total
1.1	Montreal Protocol reduction schedule of Annex F substances (CO_2-eq tonnes)	n/a	52,815	52,815	52,815	52,815	52,815	47,534	47,534	n/a
1.2	Maximum allowable total consumption of Annex F substances (CO_2-eq tonnes)	n/a	52,815	52,815	52,815	52,815	52,815	47,534	47,534	n/a
2.1	Lead IA (UNEP) agreed funding (US $)	27,500	0	0	0	44,000	0	0	16,342	87,842
2.2	Support costs for Lead IA (US $)	3,575	0	0	0	5,720	0	0	2,124	11,419
2.3	Cooperating IA (UNDP) agreed funding (US $)	45,000	0	0	0	12,158	0	0	0	57,158
2.4	Support costs for Cooperating IA (US $)	5,850	0	0	0	1,581	0	0	0	7,431
3.1	Total agreed funding (US $)	72,500	0	0	0	56,158	0	0	16,342	145,000
3.2	Total support costs (US $)	9,425	0	0	0	7,301	0	0	2,124	18,850
3.3	Total agreed costs (US $)	81,925	0	0	0	63,459	0	0	18,466	163,850

KIP for Guatemala (Stage I)

At its **95th meeting**, the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Guatemala for the period 2024–2029 to reduce HFC consumption by 15.9 per cent of the country's baseline by 2029, in the amount of US $573,167, consisting of US $403,057, plus agency support costs of US $28,213, for UNIDO and US $125,573, plus agency support costs of US $16,324, for UNEP, as reflected in the schedule contained in annex XLI to the present report, on the understanding that the schedule, in particular rows 1.1 and 1.2, would be revised accordingly based on the recommendation of the Implementation Committee on the revision of the consumption data in the baseline years;

(b) To note the strong commitment of the Government of Guatemala to support reductions in HFC consumption in advance of the Montreal Protocol targets;

(c) To note also:

(i) That the Government of Guatemala would establish its starting point for sustained aggregate reductions in HFC consumption on the basis of guidance provided by the Executive Committee;

(ii) That, once the cost guidelines for HFC phase-down had been agreed by the Executive Committee, reductions from Guatemala's remaining HFC consumption eligible for funding would be determined in line with those guidelines;

(iii) That the reductions from Guatemala's remaining HFC consumption eligible for funding referred to in subparagraph (b)(ii) above would be deducted from the starting point referred to in subparagraph (b)(i) above;

(iv) That, upon completion of the end-user project included in stage I of the KIP, UNIDO would submit a final report on the implementation of this project, including the HFC phase-out and energy-efficiency gains achieved, in line with decision 92/36(g);

(d) To note further:

(i) That the Government of Guatemala would continue to monitor HFC consumption to understand the extent to which reported consumption in baseline years was representative of the local market's needs and to assess future HFC demand would be, and that it would provide this analysis when submitting the second tranche of its KIP;

(ii) That, on the basis of the information provided in subparagraph (c)(i) above, the maximum allowable consumption limits for the remaining years of stage I of the KIP, as contained in Appendix 2-A to the future Agreement between the Government of Guatemala and the Executive Committee, would be revised, if appropriate, when the Committee considered the second tranche of the KIP;

(e) To approve the first tranche of stage I of the KIP for Guatemala, and the corresponding tranche implementation plan, in the amount of US $279,890, consisting of US $251,019, plus agency support costs of US $17,571, for UNIDO and US $10,000, plus agency support costs of US $1,300, for UNEP; and

(f) To request the Government of Guatemala, UNIDO, UNEP and the Secretariat to finalize the draft Agreement between the Government of Guatemala and the Executive Committee for the reduction in consumption of HFCs, including the information contained in the annex referred to in subparagraph (a) above, and to submit it to a future meeting once the KIP Agreement template had been approved by the Executive Committee.

UNEP/OzL.Pro/ExCom/95/94: Decision 95/65 and Annex XL

At its **97th meeting**, the Executive Committee decided to approve the Agreement between the Government of Guatemala and the Executive Committee for the reduction in consumption of HFCs in accordance with stage I of the KIP, contained in annex XXI to the present report.

UNEP/OzL.Pro/ExCom/97/91: Decision 97/17(m) and Annex XXI

Annex XXI

AGREEMENT BETWEEN THE GOVERNMENT OF GUATEMALA AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROFLUOROCARBONS IN ACCORDANCE WITH STAGE I OF THE KIGALI HFC IMPLEMENTATION PLAN

(Period: 2024–2029)

Purpose

1. This Agreement represents the understanding of the Government of Guatemala ("the Country") and the Executive Committee with respect to the reduction of controlled use of Annex F substances set out in Appendix 1-A ("The Substances") to a sustained level of 1,024,695 CO_2-equivalent (CO_2-eq) tonnes by 1 January 2029 in compliance with the Montreal Protocol schedule and the terms of this Agreement.

2. The Country agrees to meet the annual consumption limits of Annex F 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 Annex F 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 Annex F substances that exceeds the level defined in row 1.2 of Appendix 2-A as the final reduction step under this Agreement for Annex F substances specified in Appendix 1-A, and in respect to any consumption of Annex F substances that exceeds the level defined in row 4.1.3 (remaining consumption eligible for funding).

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 stage I of the Kigali HFC implementation plan ("the Plan") as approved. In accordance with subparagraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of Annex F substances 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.

Conditions for funding release

5. The Executive Committee will only provide the Funding, in accordance with the Funding Approval Schedule, when the Country satisfies the following conditions at least 10 weeks in advance of the applicable Executive Committee meeting set out in the Funding Approval Schedule:

(a) That the Country has met the Targets set out in row 1.2 of Appendix 2-A for all relevant years. Relevant years are all years since the year in which this Agreement was approved. Years for which there are no due country programme implementation reports at the date of the Executive Committee meeting at which the funding request is being presented are exempted;

(b) That the meeting of these Targets has been independently verified for all relevant years, unless the Executive Committee decided that such verification would not be required;

(c) That the Country had submitted a Tranche Implementation Report in accordance with Appendix 4-A ("Format of Tranche Implementation Reports and Plans") covering each previous calendar year; that it had achieved a significant level of implementation of

activities initiated with previously approved tranches; and that the rate of disbursement of funding available from the previously approved tranche was more than 20 per cent; and

(d) That the Country has submitted a Tranche Implementation Plan in accordance with Appendix 4-A covering each calendar year until and including the year for which the Funding Approval Schedule foresees the submission of the next tranche or, in case of the final tranche, until completion of all activities foreseen.

Monitoring

6. The Country will ensure that it conducts accurate monitoring of its activities under this Agreement. The institutions set out in Appendix 5-A ("Monitoring Institutions and Roles") will monitor and report on implementation of the activities in the previous Tranche Implementation Plans in accordance with their roles and responsibilities set out in the same appendix.

Flexibility in the reallocation of funds

7. The Executive Committee agrees that the Country may have the flexibility to reallocate part or all approved funds, according to the evolving circumstances, to achieve the smoothest reduction of consumption and phase-down of Annex F substances specified in Appendix 1-A, in accordance with the following considerations:

(a) Reallocations categorized as major changes must be documented in advance, either in a Tranche Implementation Plan as foreseen in subparagraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted 10 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 that would modify any clause of this Agreement;

(iii) Changes in the annual levels of funding allocated to the individual bilateral or implementing agencies for the different tranches;

(iv) Provision of funding for activities not included in the current endorsed Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 30 per cent of the total cost of the last approved tranche;

(v) Changes in alternative technologies, on the understanding that any submission for such a request would identify the associated incremental costs, the potential impact on the climate, and any differences in CO_2-eq tonnes to be phased down if applicable, as well as confirm that the Country agrees that potential savings related to the change of technology would accordingly decrease the overall funding level under this Agreement;

(b) Reallocations not categorized as major changes may be incorporated into the approved Tranche Implementation Plan, under implementation at the time, and reported to the Executive Committee in the subsequent Tranche Implementation Report; and

(c) Any remaining funds held by the bilateral or implementing agencies or the Country under the Plan will be returned to the Multilateral Fund upon completion of the last tranche foreseen under this Agreement.

8. Specific attention will be paid to the execution of activities in the refrigeration servicing sector included in the Plan, in particular that the Country may use the flexibility available under this Agreement to address specific needs that might arise during project implementation.

Bilateral and implementing agencies

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 the Lead IA and/or the Cooperating IA taking part in this Agreement.

10. The Lead IA will be responsible for ensuring coordinated planning, implementation and reporting of all activities under this Agreement, including but not limited to the independent verification as per subparagraph 5(b). The Cooperating IA will support the Lead IA by implementing the Plan under the overall coordination of the Lead IA. The roles of the Lead IA and the Cooperating IA are contained in Appendix 6-A and Appendix 6-B, respectively. 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.

Non-compliance with the Targets in the Agreement

11. Should the Country, for any reason, not meet the Targets for the elimination of Annex F 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 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 CO_2-eq 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 decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding 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 decisions 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.

Date of completion

14. The completion of the Plan 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 at that time there still be activities that are outstanding, and which were foreseen in the last Tranche Implementation Plan and its subsequent revisions as per subparagraph 5(d) and paragraph 7, the completion of the Plan will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per subparagraphs 1(a), 1(b), and 1(d) of Appendix 4-A will continue until the time of the completion of the Plan unless otherwise specified by the Executive Committee.

Validity

15. All 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 Agreement may be modified or terminated only by mutual written agreement of the Country and the Executive Committee of the Multilateral Fund.

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substances	Starting point for aggregate reductions in consumption (CO_2-eq tonnes)
HFCs	To be determined (TBD)

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars		2024	2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances	%	freeze	freeze	freeze	freeze	freeze	10	n/a
		CO_2-eq tonnes	1,217,998	1,217,998	1,217,998	1,217,998	1,217,998	1,096,198	n/a
1.2	Maximum allowable total consumption of Annex F substances	Reduction in %	0.0	0.0	0.0	0.0	0.0	15.9	n/a
		CO_2-eq tonnes	1,217,998	1,217,998	1,217,998	1,217,998	1,217,998	1,024,695	n/a
2.1	Lead IA (UNIDO) agreed funding (US $)		251,019	0	0	121,019	0	31,019	403,057
2.2	Support costs for Lead IA (US $)		17,571	0	0	8,471	0	2,171	28,213
2.3	Cooperating IA (UNEP) agreed funding (US $)		10,000	0	0	85,573	0	30,000	125,573
2.4	Support costs for Cooperating IA (US $)		1,300	0	0	11,124	0	3,900	16,324
3.1	Total agreed funding (US $)		261,019	0	0	206,592	0	61,019	528,630
3.2	Total support costs (US $)		18,871	0	0	19,595	0	6,071	44,537
3.3	Total agreed costs (US $)		279,890	0	0	226,187	0	67,090	573,167
4.1.1	Deduction of HFCs under this Agreement (CO_2-eq tonnes)								193,303
4.1.2	Deduction of HFCs from previously approved projects (CO_2-eq tonnes)								0
4.1.3	Remaining eligible consumption for HFCs (CO_2-eq tonnes)								TBD

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 THE TRANCHE IMPLEMENTATION REPORTS AND PLANS

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

(a) A narrative report, with data provided by tranche, describing the progress achieved since the previous report, reflecting the situation of the Country in regard to phase-down of

Annex F substances, how the different activities contribute to it, and how they relate to each other, including, where applicable, activities related to energy efficiency approved in the context of HFC phase-down pursuant to decision 91/65. The report should include the amount of Annex F substances consumption reduced as a direct result of the implementation of activities, by substance, the alternative technology used and the related phase-in of alternatives, to allow the Secretariat to inform the Executive Committee on the resulting change in climate-relevant emissions. The report should also include quantitative information on the activities implemented and further highlight the successes, experiences, and challenges related to the different activities included in the Plan, reflecting any changes in the circumstances in the Country, and providing other relevant information. The report should also include information on and justification for any changes vis-à-vis the previously submitted Tranche Implementation Plan(s), such as delays, use of flexibility for the reallocation of funds during implementation of a tranche as provided for in paragraph 7 of this Agreement, or other changes;

(b) An independent verification report on the Plan's results and the consumption of Annex F substances, as per subparagraph 5(b) of the Agreement. If not decided otherwise by the Executive Committee, such a verification of consumption data must be provided with each tranche request, covering all relevant years for which a verification report has not yet been acknowledged by the Committee, as specified in subparagraph 5(a) of the Agreement;

(c) A written description of the activities to be undertaken during the period covered by the requested tranche including quantitative information, highlighting implementation milestones, the time of completion and the interdependence of the activities, and taking into account experiences made and progress achieved in the implementation of earlier tranches; the data in the Plan will be provided by calendar year. The description should 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 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 subparagraph 1(a) above; and

(d) An Executive Summary of about five paragraphs, summarizing the information contained in subparagraphs 1(a) to 1(c) above.

APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES

1. The Ministry of Environment and Natural Resources the Country (MARN), through the national ozone unit (NOU), which operates under the Department for the Environmentally Sound Management of Chemicals and Hazardous Waste, will serve as the coordinating authority for the implementation of the Plan at the national level. The NOU will be responsible for coordinating national authorities, key stakeholders, and the implementing and cooperating agencies; overseeing the execution of project activities; and reporting on progress in alignment with the Plan Agreement. The NOU will submit annual progress reports to the Lead IA, outlining the status of implementation, key achievements, constraints, and recommendations for corrective action.

2. With the support of technical consultants, and in collaboration with the Lead IA and Cooperating IA, the NOU will ensure the effective implementation of the Plan. This includes managing and monitoring the national HFC licensing and quota system, tracking project components, and facilitating coordination with other relevant national initiatives. The NOU will actively engage with competent institutions to secure compliance with relevant national regulations and promote alignment with the Plan objectives. If deemed necessary, independent verification of implementation will be carried out by a consultant designated by the Lead IA.

3. To ensure the long-term sustainability of the reductions in HFC consumption achieved under the Plan, the following institutions will be involved:

(a) Superintendency of Tax Administration (SAT): Through the Customs Directorate, will continue to enforce the HFC licensing and quota system, monitor imports and exports of HFCs and related equipment, and ensure ongoing capacity-building for customs officials on emerging alternatives and control measures; and

(b) MARN – Environmental Regulation and Control Units: Will contribute to the oversight and enforcement of environmental regulations related to the use and management of HFCs and promote inter-institutional cooperation for policy implementation.

4. These institutions, in close coordination with the NOU and implementing agencies, will be essential to ensuring that the reductions achieved through the Plan are sustained beyond the duration of the project through regulation, institutional capacity, continued training, and stakeholder engagement.

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 Plan;

(b) Assisting the Country in the preparation of the Tranche Implementation Reports and Plans as per Appendix 4-A;

(c) Providing independent verification to the Executive Committee that the Targets have been met and associated tranche activities have been completed as indicated in the Tranche Implementation Plan, consistent with Appendix 4-A;

(d) Ensuring that the experiences and progress are reflected in the updates to the overall Plan and in the future Tranche Implementation Plans, consistent with subparagraph 1(c) of Appendix 4-A;

(e) Fulfilling the reporting requirements of the Tranche Implementation Reports and Plans and of the overall Plan as specified in Appendix 4-A for submission to the Executive Committee, including the activities implemented by the Cooperating IA;

(f) In the event that the last funding tranche is requested one or more years prior to the last year for which a consumption target had been established, annual Tranche Implementation Reports and, where applicable, verification reports on the current stage of the Plan should be submitted until all activities foreseen had been completed and HFC consumption targets had been met;

(g) Ensuring that appropriate independent technical experts carry out the technical reviews;

(h) Carrying out the required supervision missions;

(i) Ensuring the presence of an operating mechanism to allow for an effective and transparent implementation of the Tranche Implementation Plan and accurate data reporting;

(j) Coordinating the activities of the Cooperating IA and ensuring the appropriate sequence of activities;

(k) In case of reductions in funding for failure to comply in accordance with paragraph 11 of the Agreement, to determine, in consultation with the Country and the Cooperating IA, the allocation of the reductions to the different budget items and to the funding of the Lead IA and each Cooperating IA;

(l) Ensuring that disbursements made to the Country are based on the use of the indicators;

(m) Providing assistance with the policy, management and technical support when required;

(n) Reaching consensus with the Cooperating IA on any planning, coordination and reporting arrangements required to facilitate the implementation of the Plan; and

(o) Timely releasing funds to the Country/participating enterprises for completing the activities related to the project.

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 Plan's results and of the consumption of Annex F substances mentioned in Appendix 1-A, as per subparagraph 5(b) of the Agreement and subparagraph 1(b) of Appendix 4-A.

APPENDIX 6-B: ROLE OF THE COOPERATING IMPLEMENTING AGENCIES

1. The Cooperating IA will be responsible for a range of activities. These activities are specified in the 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 referring to the Lead IA to ensure a coordinated sequence of activities;

(c) Providing reports to the Lead IA on these activities, for inclusion in the consolidated reports as per Appendix 4-A; and

(d) Reaching consensus with the Lead IA on any planning, coordination and reporting arrangements required to facilitate the implementation of the Plan.

APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY WITH THE TARGETS IN THE AGREEMENT

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US $5.47 per CO_2-eq 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, on the understanding that the maximum funding reduction would not exceed the funding level of the tranche being requested. Additional measures might be considered in cases where non-compliance extends for two consecutive years. Where the Country has failed to comply with the Agreement due to illegal trade, the reduction in funding would not be applied if the illegally traded controlled substances are seized and subsequently confiscated, destroyed, exported, or returned to the country of origin.

UNEP/OzL.Pro/ExCom/97/91: Decision 97/17(m) and Annex XXI

GUINEA
KIP for Guinea

The Ninety-sixth Meeting of the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Guinea for the period 2025–2029, to reduce HFC consumption by 17.3 per cent of the country's baseline, in the amount of US $912,750, consisting of US $500,000, plus agency support costs of US $65,000, for UNEP and US $325,000, plus agency support costs of US $22,750, for UNIDO, on the understanding that the approval was without prejudice to the operation of the mechanism of the Montreal Protocol for addressing non-compliance;

(b) To note:

(i) The strong commitment of the Government of Guinea to support reductions in HFC consumption in advance of the Montreal Protocol targets;

(ii) That the Government of Guinea had submitted to the Ozone Secretariat a request for revision of the country's HFC and HCFC baselines for consideration at the 74th meeting of the Implementation Committee;

(iii) That, if the HCFC baseline was not revised, an additional reduction of up to 323,002 carbon dioxide-equivalent tonnes associated with the adjustment of the HCFC component of the HFC baseline, would be deducted from the starting point;

(iv) That the Government of Guinea would put in place a ban on the import of HFC-based domestic and stand-alone commercial refrigeration units by 31 December 2029;

(c) To note also:

(i) That the Government of Guinea would establish its starting point for sustained aggregate reductions in HFC consumption on the basis of guidance provided by the Executive Committee;

(ii) That, once the Executive Committee had provided the guidance referred to in subparagraph (c)(i), above, reductions from the country's remaining HFC consumption eligible for funding would be determined in line with that guidance;

(iii) That the reductions from the country's remaining HFC consumption eligible for funding referred to in subparagraph (c)(ii), above, would be deducted from the starting point referred to in subparagraph (c)(i), above;

(iv) That, upon completion of end-user projects in the residential air-conditioning and commercial refrigeration sectors included in stage I of the KIP, UNIDO would submit a final report on the implementation of those projects, including the HFC phase-out and energy-efficiency gains achieved, in line with decision 92/36(g);

(d) To approve the Agreement between the Government of Guinea and the Executive Committee for the reduction in consumption of HFCs in accordance with stage I of the KIP, contained in annex XXIV to the present report;

(e) To request the Fund Secretariat, in the event that the country's baseline was revised, to update Appendix 2-A of the Agreement to include the revised figures for maximum allowable consumption and to notify the Executive Committee of the resulting levels of

maximum allowable consumption, with any necessary adjustments being made at the 98th meeting; and

(f) To approve the first tranche of stage I of the KIP for Guinea, and the corresponding tranche implementation plan, in the amount of US $453,542, consisting of US $222,400, plus agency support costs of US $28,912, for UNEP and US $189,000, plus agency support costs of US $13,230, for UNIDO.

(UNEP/OzL.Pro/ExCom/96/66, Decision 96/40).
(Supporting document: UNEP/OzL.Pro/ExCom/96/66 Annex XXIV*).*

Annex XXIV

AGREEMENT BETWEEN THE GOVERNMENT OF GUINEA AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROFLUOROCARBONS IN ACCORDANCE WITH STAGE I OF THE KIGALI HFC IMPLEMENTATION PLAN

(Period: 2025–2029)

Purpose

1. This Agreement represents the understanding of the Government of Guinea ("the Country") and the Executive Committee with respect to the reduction of controlled use of Annex F substances set out in Appendix 1-A ("The Substances") to a sustained level of 1,510,050 CO_2-equivalent (CO_2-eq) tonnes by 1 January 2029 in compliance with the Montreal Protocol schedule and the terms of this Agreement.

2. The Country agrees to meet the annual consumption limits of Annex F 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 Annex F 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 Annex F substances that exceeds the level defined in row 1.2 of Appendix 2-A as the final reduction step under this Agreement for Annex F substances specified in Appendix 1-A, and in respect to any consumption of Annex F substances that exceeds the level defined in row 4.1.3 (remaining consumption eligible for funding).

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 stage I of the Kigali HFC implementation plan ("the Plan") as approved. In accordance with subparagraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of Annex F substances 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.

Conditions for funding release

5. The Executive Committee will only provide the Funding, in accordance with the Funding Approval Schedule, when the Country satisfies the following conditions at least 10 weeks in advance of the applicable Executive Committee meeting set out in the Funding Approval Schedule:

(a) That the Country has met the Targets set out in row 1.2 of Appendix 2-A for all relevant years. Relevant years are all years since the year in which this Agreement was approved. Years for which there are no due country programme implementation reports at the date of the Executive Committee meeting at which the funding request is being presented are exempted;

(b) That the meeting of these Targets has been independently verified for all relevant years, unless the Executive Committee decided that such verification would not be required;

(c) That the Country had submitted a Tranche Implementation Report in accordance with Appendix 4-A ("Format of Tranche Implementation Reports and Plans") covering each

previous calendar year; that it had achieved a significant level of implementation of activities initiated with previously approved tranches; and that the rate of disbursement of funding available from the previously approved tranche was more than 20 per cent; and

(d) That the Country has submitted a Tranche Implementation Plan in accordance with Appendix 4-A covering each calendar year until and including the year for which the Funding Approval Schedule foresees the submission of the next tranche or, in case of the final tranche, until completion of all activities foreseen.

Monitoring

6. The Country will ensure that it conducts accurate monitoring of its activities under this Agreement. The institutions set out in Appendix 5-A ("Monitoring Institutions and Roles") will monitor and report on implementation of the activities in the previous Tranche Implementation Plans in accordance with their roles and responsibilities set out in the same appendix.

Flexibility in the reallocation of funds

7. The Executive Committee agrees that the Country may have the flexibility to reallocate part or all approved funds, according to the evolving circumstances, to achieve the smoothest reduction of consumption and phase-down of Annex F substances specified in Appendix 1-A, in accordance with the following considerations:

(a) Reallocations categorized as major changes must be documented in advance, either in a Tranche Implementation Plan as foreseen in subparagraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted 10 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 that would modify any clause of this Agreement;

(iii) Changes in the annual levels of funding allocated to the individual bilateral or implementing agencies for the different tranches;

(iv) Provision of funding for activities not included in the current endorsed Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 30 per cent of the total cost of the last approved tranche;

(v) Changes in alternative technologies, on the understanding that any submission for such a request would identify the associated incremental costs, the potential impact on the climate, and any differences in CO_2-eq tonnes to be phased down if applicable, as well as confirm that the Country agrees that potential savings related to the change of technology would accordingly decrease the overall funding level under this Agreement;

(b) Reallocations not categorized as major changes may be incorporated into the approved Tranche Implementation Plan, under implementation at the time, and reported to the Executive Committee in the subsequent Tranche Implementation Report; and

(c) Any remaining funds held by the bilateral or implementing agencies or the Country under the Plan will be returned to the Multilateral Fund upon completion of the last tranche foreseen under this Agreement.

8. Specific attention will be paid to the execution of activities in the refrigeration servicing sector included in the Plan, in particular that the Country may use the flexibility available under this Agreement to address specific needs that might arise during project implementation.

Bilateral and implementing agencies

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 the Lead IA and/or Cooperating IA taking part in this Agreement.

10. The Lead IA will be responsible for ensuring coordinated planning, implementation and reporting of all activities under this Agreement, including but not limited to the independent verification as per subparagraph 5(b). The Cooperating IA will support the Lead IA by implementing the Plan under the overall coordination of the Lead IA. The roles of the Lead IA and Cooperating IA are contained in Appendix 6-A and Appendix 6-B, respectively. 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.

Non-compliance with the Targets in the Agreement

11. Should the Country, for any reason, not meet the Targets for the elimination of Annex F 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 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 CO_2-eq 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 decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding 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 decisions 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.

Date of completion

14. The completion of the Plan 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 at that time there still be activities that are outstanding, and which were foreseen in the last Tranche Implementation Plan and its subsequent revisions as per subparagraph 5(d) and paragraph 7, the completion of the Plan will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per subparagraphs 1(a), 1(b),

and 1(d) of Appendix 4-A will continue until the time of the completion of the Plan unless otherwise specified by the Executive Committee.

Validity

15. All 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 Agreement may be modified or terminated only by mutual written agreement of the Country and the Executive Committee of the Multilateral Fund.

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substances	Starting point for aggregate reductions in consumption (CO_2-eq tonnes)
HFCs	To be determined (TBD)

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars		2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances	%	freeze	freeze	freeze	freeze	10	n/a
		CO_2-eq tonnes	1,826,976	1,826,976	1,826,976	1,826,976	1,644,278	n/a
1.2	Maximum allowable total consumption of Annex F substances	Reduction in %	0.0	0.0	0.0	0.0	17.3	n/a
		CO_2-eq tonnes	1,826,976	1,826,976	1,826,976	1,826,976	1,510,050	n/a
2.1	Lead IA (UNEP) agreed funding (US $)		222,400	0	210,000	0	67,600	500,000
2.2	Support costs for Lead IA (US $)		28,912	0	27,300	0	8,788	65,000
2.3	Cooperating IA (UNIDO) agreed funding (US $)		189,000	0	120,000	0	16,000	325,000
2.4	Support costs for Cooperating IA (US $)		13,230	0	8,400	0	1,120	22,750
3.1	Total agreed funding (US $)		411,400	0	330,000	0	83,600	825,000
3.2	Total support costs (US $)		42,142	0	35,700	0	9,908	87,750
3.3	Total agreed costs (US $)		453,542	0	365,700	0	93,508	912,750
4.1.1	Deduction of HFCs under this Agreement (CO_2-eq tonnes)							316,926
4.1.2	Deduction of HFCs from previously approved projects (CO_2-eq tonnes)							0
4.1.3	Remaining eligible consumption for HFCs (CO_2-eq tonnes)							TBD

APPENDIX 3-A: FUNDING APPROVAL SCHEDULE

1. Funding for the future tranches will be considered for approval at the first meeting of the year specified in Appendix 2-A.

APPENDIX 4-A: FORMAT OF THE TRANCHE IMPLEMENTATION REPORTS AND PLANS

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

(a) A narrative report, with data provided by tranche, describing the progress achieved since the previous report, reflecting the situation of the Country in regard to phase-down of Annex F substances, how the different activities contribute to it, and how they relate to each other, including, where applicable, activities related to energy efficiency approved in the context of HFC phase-down pursuant to decision 91/65. The report should include the amount of Annex F substances consumption reduced as a direct result of the implementation of activities, by substance, the alternative technology used and the related phase in of alternatives, to allow the Secretariat to inform the Executive Committee on the resulting change in climate relevant emissions. The report should also include quantitative information on the activities implemented and further highlight the successes, experiences, and challenges related to the different activities included in the Plan, reflecting any changes in the circumstances in the Country, and providing other relevant information. The report should also include information on and justification for any changes vis-à-vis the previously submitted Tranche Implementation Plan(s), such as delays, use of flexibility for the reallocation of funds during implementation of a tranche as provided for in paragraph 7 of this Agreement, or other changes;

(b) An independent verification report on the Plan's results and the consumption of Annex F substances, as per subparagraph 5(b) of the Agreement. If not decided otherwise by the Executive Committee, such a verification of consumption data must be provided with each tranche request, covering all relevant years for which a verification report has not yet been acknowledged by the Committee, as specified in subparagraph 5(a) of the Agreement;

(c) A written description of the activities to be undertaken during the period covered by the requested tranche including quantitative information, highlighting implementation milestones, the time of completion and the interdependence of the activities, and taking into account experiences made and progress achieved in the implementation of earlier tranches; the data in the Plan will be provided by calendar year. The description should 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 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 subparagraph 1(a) above; and

(d) An Executive Summary of about five paragraphs, summarizing the information contained in subparagraphs 1(a) to 1(c) above.

APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES

1. Overall monitoring will be provided by the Government, through the national ozone unit (NOU), with assistance from the Lead IA. The NOU will submit annual progress reports on the status of implementation of the Plan to the Lead IA.

2. Consumption will be monitored and determined based on the official data on the import and export of substances as registered by the relevant Government departments.

3. The NOU will compile and report the following data and information each year, on or before the relevant deadlines:

(a) Reports on the consumption of substances to be submitted to the Ozone Secretariat in line with Article 7 of the Montreal Protocol; and

(b) Reports on country programme data to be submitted to the Secretariat of the Multilateral Fund.

4. The monitoring of developments under the Plan and verification of the achievement of the performance targets will be assigned by Lead IA to an independent local enterprise or to independent local consultant(s). The enterprise or consultant(s) responsible for verification will have full access to relevant technical and financial information related to the implementation of the Plan.

5. The Government will be responsible for the sustainability of consumption reduction targets achieved through this Agreement.

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 Plan;

(b) Assisting the Country in the preparation of the Tranche Implementation Reports and Plans as per Appendix 4-A;

(c) Providing independent verification to the Executive Committee that the Targets have been met and associated tranche activities have been completed as indicated in the Tranche Implementation Plan, consistent with Appendix 4-A;

(d) Ensuring that the experiences and progress are reflected in the updates to the overall Plan and in the future Tranche Implementation Plans, consistent with subparagraph 1(c) of Appendix 4-A;

(e) Fulfilling the reporting requirements of the Tranche Implementation Reports and Plans and of the overall Plan as specified in Appendix 4-A for submission to the Executive Committee, including the activities implemented by the Cooperating IA;

(f) In the event that the last funding tranche is requested one or more years prior to the last year for which a consumption target had been established, annual Tranche Implementation Reports and, where applicable, verification reports on the current stage of the Plan should be submitted until all activities foreseen had been completed and HFC consumption targets had been met;

(g) Ensuring that appropriate independent technical experts carry out the technical reviews;

(h) Carrying out the required supervision missions;

(i) Ensuring the presence of an operating mechanism to allow for an effective and transparent implementation of the Tranche Implementation Plan and accurate data reporting;

(j) Coordinating the activities of the Cooperating IA and ensuring the appropriate sequence of activities;

(k) In case of reductions in funding for failure to comply in accordance with paragraph 11 of the Agreement, to determine, in consultation with the Country and the Cooperating IA, the

allocation of the reductions to the different budget items and to the funding of the Lead IA and the Cooperating IA;

(l) Ensuring that disbursements made to the Country are based on the use of the indicators;

(m) Providing assistance with the policy, management and technical support when required;

(n) Reaching consensus with the Cooperating IA on any planning, coordination and reporting arrangements required to facilitate the implementation of the Plan; and

(o) Timely releasing funds to the Country/participating enterprises for completing the activities related to the project.

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 Plan's results and of the consumption of Annex F substances mentioned in Appendix 1-A, as per subparagraph 5(b) of the Agreement and subparagraph 1(b) of Appendix 4-A.

APPENDIX 6-B: ROLE OF THE COOPERATING IMPLEMENTING AGENCIES

1. The Cooperating IA will be responsible for a range of activities. These activities are specified in the 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 referring to the Lead IA to ensure a coordinated sequence of activities;

(c) Providing reports to the Lead IA on these activities, for inclusion in the consolidated reports as per Appendix 4-A; and

(d) Reaching consensus with the Lead IA on any planning, coordination and reporting arrangements required to facilitate the implementation of the Plan.

APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY WITH THE TARGETS IN THE AGREEMENT

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US $5.20 per CO_2-eq 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, on the understanding that the maximum funding reduction would not exceed the funding level of the tranche being requested. Additional measures might be considered in cases where non-compliance extends for two consecutive years. Where the country has failed to comply with the Agreement due to illegal trade, the reduction in funding would not be applied if the illegally traded controlled substances are seized and subsequently confiscated, destroyed, exported, or returned to the country of origin.

KIP for Guinea-Bissau (Stage I)

At its **97th meeting**, the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Guinea-Bissau for the period from 2025 to 2029 to reduce HFC consumption by 10 per cent of the country's average HFC consumption in the baseline years (17.48 per cent of the country's baseline), in the amount of US $440,700, consisting of US $250,000, plus agency support costs of US $32,500, for UNEP and US $140,000, plus agency support costs of US $18,200, for UNIDO;

(b) To note:

(i) The strong commitment of the Government of Guinea-Bissau to support reductions in HFC consumption in advance of the Montreal Protocol targets;

(ii) That, on completion of the end-user project included in stage I of the KIP, UNIDO would submit a final report on the implementation of the project, including the HFC phase-out and energy-efficiency gains achieved, in line with decision 92/36(g);

(iii) That the Government of Guinea-Bissau would put in place a ban on the import and restrictions on the installation of domestic refrigerators based on HFC-134a and commercial refrigeration equipment based on R-404A, and a ban on the import of controlled substances in non-refillable cylinders by 1 January 2029;

(c) To approve the Agreement between the Government of Guinea-Bissau and the Executive Committee for the reduction in consumption of HFCs in accordance with stage I of the KIP, contained in annex LIII to the present report; and

(d) To approve the first tranche of stage I of the KIP for Guinea-Bissau, and the corresponding tranche implementation plan, in the amount of US $189,275, consisting of US $129,500, plus agency support costs of US $16,835, for UNEP and US $38,000, plus agency support costs of US $4,940, for UNIDO.

UNEP/OzL.Pro/ExCom/97/91: Decision 97/61 and Annex LIII

Annex LIII

AGREEMENT BETWEEN THE GOVERNMENT OF GUINEA-BISSAU AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROFLUOROCARBONS IN ACCORDANCE WITH STAGE I OF THE KIGALI HFC IMPLEMENTATION PLAN

(Period: 2025–2029)

1. This Agreement represents the understanding of the Government of Guinea-Bissau ("the Country") and the Executive Committee with respect to the reduction of controlled use of Annex F substances set out in Appendix 1-A ("The Substances") to a sustained level of 596,150 CO_2-equivalent (CO_2-eq) tonnes by 1 January 2029 in compliance with the Montreal Protocol schedule and the terms of this Agreement.

2. The Country agrees to meet the annual consumption limits of Annex F 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 Annex F 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 Annex F substances that exceeds the level defined in row 1.2 of Appendix 2-A as the final reduction step under this Agreement for Annex F substances specified in Appendix 1-A.

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 stage I of the Kigali HFC implementation plan ("the Plan") as approved. In accordance with subparagraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of Annex F substances 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.

Conditions for funding release

5. The Executive Committee will only provide the Funding, in accordance with the Funding Approval Schedule, when the Country satisfies the following conditions at least 10 weeks in advance of the applicable Executive Committee meeting set out in the Funding Approval Schedule:

(a) That the Country has met the Targets set out in row 1.2 of Appendix 2-A for all relevant years. Relevant years are all years since the year in which this Agreement was approved. Years for which there are no due country programme implementation reports at the date of the Executive Committee meeting at which the funding request is being presented are exempted;

(b) That the meeting of these Targets has been independently verified for all relevant years, unless the Executive Committee decided that such verification would not be required;

(c) That the Country had submitted a Tranche Implementation Report in accordance with Appendix 4-A ("Format of Tranche Implementation Reports and Plans") covering each previous calendar year; that it had achieved a significant level of implementation of activities initiated with previously approved tranches; and that the rate of disbursement of funding available from the previously approved tranche was more than 20 per cent; and

(d) That the Country has submitted a Tranche Implementation Plan in accordance with Appendix 4-A covering each calendar year until and including the year for which the Funding Approval Schedule foresees the submission of the next tranche or, in case of the final tranche, until completion of all activities foreseen.

Monitoring

6. The Country will ensure that it conducts accurate monitoring of its activities under this Agreement. The institutions set out in Appendix 5-A ("Monitoring Institutions and Roles") will monitor and report on implementation of the activities in the previous Tranche Implementation Plans in accordance with their roles and responsibilities set out in the same appendix.

Flexibility in the reallocation of funds

7. The Executive Committee agrees that the Country may have the flexibility to reallocate part or all approved funds, according to the evolving circumstances, to achieve the smoothest reduction of consumption and phase-down of Annex F substances specified in Appendix 1-A, in accordance with the following considerations:

(a) Reallocations categorized as major changes must be documented in advance, either in a Tranche Implementation Plan as foreseen in subparagraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted 10 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 that would modify any clause of this Agreement;

(iii) Changes in the annual levels of funding allocated to the individual bilateral or implementing agencies for the different tranches;

(iv) Provision of funding for activities not included in the current endorsed Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 30 per cent of the total cost of the last approved tranche;

(v) Changes in alternative technologies, on the understanding that any submission for such a request would identify the associated incremental costs, the potential impact on the climate, and any differences in CO_2-eq tonnes to be phased down if applicable, as well as confirm that the Country agrees that potential savings related to the change of technology would accordingly decrease the overall funding level under this Agreement;

(b) Reallocations not categorized as major changes may be incorporated into the approved Tranche Implementation Plan, under implementation at the time, and reported to the Executive Committee in the subsequent Tranche Implementation Report; and

(c) Any remaining funds held by the bilateral or implementing agencies or the Country under the Plan will be returned to the Multilateral Fund upon completion of the last tranche foreseen under this Agreement.

8. Specific attention will be paid to the execution of activities in the refrigeration servicing sector included in the Plan, in particular that the Country may use the flexibility available under this Agreement to address specific needs that might arise during project implementation.

Bilateral and implementing agencies

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 the Lead IA and/or Cooperating IA taking part in this Agreement.

10. The Lead IA will be responsible for ensuring coordinated planning, implementation and reporting of all activities under this Agreement, including but not limited to the independent verification as per subparagraph 5(b). The Cooperating IA will support the Lead IA by implementing the Plan under the overall coordination of the Lead IA. The roles of the Lead IA and Cooperating IA are contained in Appendix 6-A and Appendix 6-B, respectively. 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.

Non-compliance with the Targets in the Agreement

11. Should the Country, for any reason, not meet the Targets for the elimination of Annex F 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 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 CO_2-eq 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 decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding 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 decisions 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.

Date of completion

14. The completion of the Plan 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 at that time there still be activities that are outstanding, and which were foreseen in the last Tranche Implementation Plan and its subsequent revisions as per subparagraph 5(d) and paragraph 7, the completion of the Plan will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per subparagraphs 1(a), 1(b), and 1(d) of Appendix 4-A will continue until the time of the completion of the Plan unless otherwise specified by the Executive Committee.

Validity

15. All 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 Agreement may be modified or terminated only by mutual written agreement of the Country and the Executive Committee of the Multilateral Fund.

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substances	Starting point for aggregate reductions in consumption (CO_2-eq tonnes)
HFCs	n/a

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars		2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances	%	freeze	freeze	freeze	freeze	10	n/a
		CO_2-eq tonnes	722,391	722,391	722,391	722,391	650,152	n/a
1.2	Maximum allowable total consumption of Annex F substances	Reduction in %	0.0	0.0	0.0	0.0	17.48	n/a
		CO_2-eq tonnes	722,391	722,391	722,391	722,391	596,150	n/a
2.1	Lead IA (UNEP) agreed funding (US $)		129,500	0	120,500	0	0	250,000
2.2	Support costs for Lead IA (US $)		16,835	0	15,665	0	0	32,500
2.3	Cooperating IA (UNIDO) agreed funding (US $)		38,000	0	102,000	0	0	140,000
2.4	Support costs for Cooperating IA (US $)		4,940	0	13,260	0	0	18,200
3.1	Total agreed funding (US $)		167,500	0	222,500	0	0	390,000
3.2	Total support costs (US $)		21,775	0	28,925	0	0	50,700
3.3	Total agreed costs (US $)		189,275	0	251,425	0	0	440,700

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 THE TRANCHE IMPLEMENTATION REPORTS AND PLANS

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

(a) A narrative report, with data provided by tranche, describing the progress achieved since the previous report, reflecting the situation of the Country in regard to phase-down of Annex F substances, how the different activities contribute to it, and how they relate to each other, including, where applicable, activities related to energy efficiency approved in the context of HFC phase-down pursuant to decision 91/65. The report should include the amount of Annex F substances consumption reduced as a direct result of the implementation of activities, by substance, the alternative technology used and the related phase in of alternatives, to allow the Secretariat to inform the Executive Committee on the resulting

change in climate relevant emissions. The report should also include quantitative information on the activities implemented and further highlight the successes, experiences, and challenges related to the different activities included in the Plan, reflecting any changes in the circumstances in the Country, and providing other relevant information. The report should also include information on and justification for any changes vis-à-vis the previously submitted Tranche Implementation Plan(s), such as delays, use of flexibility for the reallocation of funds during implementation of a tranche as provided for in paragraph 7 of this Agreement, or other changes;

(b) An independent verification report on the Plan's results and the consumption of Annex F substances, as per subparagraph 5(b) of the Agreement. If not decided otherwise by the Executive Committee, such a verification of consumption data must be provided with each tranche request, covering all relevant years for which a verification report has not yet been acknowledged by the Committee, as specified in subparagraph 5(a) of the Agreement;

(c) A written description of the activities to be undertaken during the period covered by the requested tranche including quantitative information, highlighting implementation milestones, the time of completion and the interdependence of the activities, and taking into account experiences made and progress achieved in the implementation of earlier tranches; the data in the Plan will be provided by calendar year. The description should 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 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 subparagraph 1(a) above; and

(d) An Executive Summary of about five paragraphs, summarizing the information contained in subparagraphs 1(a) to 1(c) above.

APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES

1. The national ozone unit, under the Ministry of the Environment, Biodiversity and Climate Action (MAB), is responsible for monitoring the progress of implementation of activities in the Plan.

2. The monitoring will be conducted during the implementation of the Plan to ensure its efficient and effective implementation; overall project coordination; stakeholder engagement and coordination; smooth implementation of activities planned under various tranches; delivery of training and other expected outcomes; and facilitation of the HFC consumption verification undertaken by the Lead IA.

3. The MAB will be responsible for the sustainability of consumption reduction targets achieved through the Agreement.

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 Plan;

(b) Assisting the Country in the preparation of the Tranche Implementation Reports and Plans as per Appendix 4-A;

(c) Providing independent verification to the Executive Committee that the Targets have been met and associated tranche activities have been completed as indicated in the Tranche Implementation Plan, consistent with Appendix 4-A;

(d) Ensuring that the experiences and progress are reflected in the updates to the overall Plan and in the future Tranche Implementation Plans, consistent with subparagraph 1(c) of Appendix 4-A;

(e) Fulfilling the reporting requirements of the Tranche Implementation Reports and Plans and of the overall Plan as specified in Appendix 4-A for submission to the Executive Committee including the activities implemented by the Cooperating IA;

(f) In the event that the last funding tranche is requested one or more years prior to the last year for which a consumption target had been established, annual Tranche Implementation Reports and, where applicable, verification reports on the current stage of the Plan should be submitted until all activities foreseen had been completed and HFC consumption targets had been met;

(g) Ensuring that appropriate independent technical experts carry out the technical reviews;

(h) Carrying out the required supervision missions;

(i) Ensuring the presence of an operating mechanism to allow for an effective and transparent implementation of the Tranche Implementation Plan and accurate data reporting;

(j) Coordinating the activities of the Cooperating IA and ensuring the appropriate sequence of activities;

(k) In case of reductions in funding for failure to comply in accordance with paragraph 11 of the Agreement, to determine, in consultation with the Country and the Cooperating IA, the allocation of the reductions to the different budget items and to the funding of the Lead IA and each Cooperating IA;

(l) Ensuring that disbursements made to the Country are based on the use of the indicators;

(m) Providing assistance with the policy, management and technical support when required;

(n) Reaching consensus with the Cooperating IA on any planning, coordination and reporting arrangements required to facilitate the implementation of the Plan; and

(o) Timely releasing funds to the Country/participating enterprises for completing the activities related to the project.

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 Plan's results and of the consumption of Annex F substances mentioned in Appendix 1-A, as per subparagraph 5(b) of the Agreement and subparagraph 1(b) of Appendix 4-A.

APPENDIX 6-B: ROLE OF THE COOPERATING IMPLEMENTING AGENCIES

1. The Cooperating IA will be responsible for a range of activities. These activities are specified in the 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 referring to the Lead IA to ensure a coordinated sequence of activities;

(c) Providing reports to the Lead IA on these activities, for inclusion in the consolidated reports as per Appendix 4-A; and

(d) Reaching consensus with the Lead IA on any planning, coordination and reporting arrangements required to facilitate the implementation of the Plan.

APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY WITH THE TARGETS IN THE AGREEMENT

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US $7.00 per CO_2-eq 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, on the understanding that the maximum funding reduction would not exceed the funding level of the tranche being requested. Additional measures might be considered in cases where non-compliance extends for two consecutive years. Where the Country has failed to comply with the Agreement due to illegal trade, the reduction in funding would not be applied if the illegally traded controlled substances are seized and subsequently confiscated, destroyed, exported, or returned to the country of origin.

UNEP/OzL.Pro/ExCom/97/91: Decision 97/61 and Annex LIII

KIP for Honduras (Stage I)

At its **94th meeting**, the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Honduras for the period 2024–2029 to reduce HFC consumption by 15.5 per cent of the country's baseline by 2029, in the amount of US $648,915, consisting of US $432,210, plus agency support costs of US $30,255, for UNIDO and US $165,000, plus agency support costs of US $21,450, for UNEP, as reflected in the schedule contained in annex XXXVI to the present report;

(b) To note:

(i) That the Government of Honduras would establish its starting point for sustained aggregate reductions in HFC consumption on the basis of guidance provided by the Executive Committee;

(ii) That, once the cost guidelines for HFC phase-down had been agreed by the Executive Committee, reductions from the country's remaining HFC consumption eligible for funding would be determined in line with those guidelines;

(iii) That the reductions from the country's remaining HFC consumption eligible for funding referred to in subparagraph (b)(ii) above would be deducted from the starting point referred to in subparagraph (b)(i);

(c) To note also:

(i) The strong commitment of the Government of Honduras to support reductions in HFC consumption in advance of the Montreal Protocol targets;

(ii) The commitment from the Government of Honduras to issue a ban on the imports of used HFC-based domestic refrigerators from 1 January 2029;

(iii) That the Government of Honduras had made a request to the Ozone Secretariat for correction of its Article 7 data for the years 2021 and 2022, and that, once those changes had been approved by the Meeting of the Parties, the Secretariat and UNIDO would adjust the HFC consumption baseline and maximum allowable consumption, as relevant, in the KIP Agreement between the Government of Honduras and the Executive Committee;

(d) To approve the first tranche of stage I of the KIP for Honduras, and the corresponding tranche implementation plan, in the amount of US $321,903, consisting of US $226,918, plus agency support costs of US $15,885, for UNIDO and US $70,000, plus agency support costs of US $9,100, for UNEP; and

(e) To request the Government of Honduras, UNIDO, UNEP and the Secretariat to finalize the draft Agreement between the Government of Honduras and the Executive Committee for the reduction in consumption of HFCs, including the information contained in the annex referred to in subparagraph (a) above, and to submit it to a future meeting once the KIP Agreement template had been approved by the Executive Committee.

UNEP/OzL.Pro/ExCom/94/67: Decision 94/44 and Annex XXXVI

HONDURAS *Kigali HFC implementation plan*

At its **97th meeting**, the Executive Committee decided to approve the Agreement between the Government of Honduras and the Executive Committee for the reduction in consumption of HFCs in accordance with stage I of the KIP, contained in annex XXII to the present report.

UNEP/OzL.Pro/ExCom/97/91: Decision 97/17(n) and Annex XXII

Annex XXII

AGREEMENT BETWEEN THE GOVERNMENT OF HONDURAS AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROFLUOROCARBONS IN ACCORDANCE WITH STAGE I OF THE KIGALI HFC IMPLEMENTATION PLAN

(Period: 2024–2029)

Purpose

1. This Agreement represents the understanding of the Government of Honduras ("the Country") and the Executive Committee with respect to the reduction of controlled use of Annex F substances set out in Appendix 1-A ("The Substances") to a sustained level of 1,225,016 CO_2-equivalent (CO_2-eq) tonnes by 1 January 2029 in compliance with the Montreal Protocol schedule and the terms of this Agreement.

2. The Country agrees to meet the annual consumption limits of Annex F 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 Annex F 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 Annex F substances that exceeds the level defined in row 1.2 of Appendix 2-A as the final reduction step under this Agreement for Annex F substances specified in Appendix 1-A, and in respect to any consumption of Annex F substances that exceeds the level defined in row 4.1.3 (remaining consumption eligible for funding).

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 stage I of the Kigali HFC implementation plan ("the Plan") as approved. In accordance with subparagraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of Annex F substances 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.

Conditions for funding release

5. The Executive Committee will only provide the Funding, in accordance with the Funding Approval Schedule, when the Country satisfies the following conditions at least 10 weeks in advance of the applicable Executive Committee meeting set out in the Funding Approval Schedule:

(a) That the Country has met the Targets set out in row 1.2 of Appendix 2-A for all relevant years. Relevant years are all years since the year in which this Agreement was approved. Years for which there are no due country programme implementation reports at the date of the Executive Committee meeting at which the funding request is being presented are exempted;

(b) That the meeting of these Targets has been independently verified for all relevant years, unless the Executive Committee decided that such verification would not be required;

(c) That the Country had submitted a Tranche Implementation Report in accordance with Appendix 4-A ("Format of Tranche Implementation Reports and Plans") covering each previous calendar year; that it had achieved a significant level of implementation of

activities initiated with previously approved tranches; and that the rate of disbursement of funding available from the previously approved tranche was more than 20 per cent; and

(d) That the Country has submitted a Tranche Implementation Plan in accordance with Appendix 4-A covering each calendar year until and including the year for which the Funding Approval Schedule foresees the submission of the next tranche or, in case of the final tranche, until completion of all activities foreseen.

Monitoring

6. The Country will ensure that it conducts accurate monitoring of its activities under this Agreement. The institutions set out in Appendix 5-A ("Monitoring Institutions and Roles") will monitor and report on implementation of the activities in the previous Tranche Implementation Plans in accordance with their roles and responsibilities set out in the same appendix.

Flexibility in the reallocation of funds

7. The Executive Committee agrees that the Country may have the flexibility to reallocate part or all approved funds, according to the evolving circumstances, to achieve the smoothest reduction of consumption and phase-down of Annex F substances specified in Appendix 1-A, in accordance with the following considerations:

(a) Reallocations categorized as major changes must be documented in advance, either in a Tranche Implementation Plan as foreseen in subparagraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted 10 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 that would modify any clause of this Agreement;

(iii) Changes in the annual levels of funding allocated to the individual bilateral or implementing agencies for the different tranches;

(iv) Provision of funding for activities not included in the current endorsed Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 30 per cent of the total cost of the last approved tranche;

(v) Changes in alternative technologies, on the understanding that any submission for such a request would identify the associated incremental costs, the potential impact on the climate, and any differences in CO_2-eq tonnes to be phased down if applicable, as well as confirm that the Country agrees that potential savings related to the change of technology would accordingly decrease the overall funding level under this Agreement;

(b) Reallocations not categorized as major changes may be incorporated into the approved Tranche Implementation Plan, under implementation at the time, and reported to the Executive Committee in the subsequent Tranche Implementation Report; and

(c) Any remaining funds held by the bilateral or implementing agencies or the Country under the Plan will be returned to the Multilateral Fund upon completion of the last tranche foreseen under this Agreement.

8. Specific attention will be paid to the execution of activities in the refrigeration servicing sector included in the Plan, in particular that the Country may use the flexibility available under this Agreement to address specific needs that might arise during project implementation.

Bilateral and implementing agencies

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 the Lead IA and/or the Cooperating IA taking part in this Agreement.

10. The Lead IA will be responsible for ensuring coordinated planning, implementation and reporting of all activities under this Agreement, including but not limited to the independent verification as per subparagraph 5(b). The Cooperating IA will support the Lead IA by implementing the Plan under the overall coordination of the Lead IA. The roles of the Lead IA and the Cooperating IA are contained in Appendix 6-A and Appendix 6-B, respectively. 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.

Non-compliance with the Targets in the Agreement

11. Should the Country, for any reason, not meet the Targets for the elimination of Annex F 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 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 CO_2-eq 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 decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding 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 decisions 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.

Date of completion

14. The completion of the Plan 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 at that time there still be activities that are outstanding, and which were foreseen in the last Tranche Implementation Plan and its subsequent revisions as per subparagraph 5(d) and paragraph 7, the completion of the Plan will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per subparagraphs 1(a), 1(b),

and 1(d) of Appendix 4-A will continue until the time of the completion of the Plan unless otherwise specified by the Executive Committee.

Validity

15. All 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 Agreement may be modified or terminated only by mutual written agreement of the Country and the Executive Committee of the Multilateral Fund.

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substances	Starting point for aggregate reductions in consumption (CO_2-eq tonnes)
HFCs	To be determined (TBD)

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars		2024	2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances	%	freeze	freeze	freeze	freeze	freeze	10	n/a
		CO_2-eq tonnes	1,449,723	1,449,723	1,449,723	1,449,723	1,449,723	1,304,751	n/a
1.2	Maximum allowable total consumption of Annex F substances	Reduction in %	0.0	0.0	0.0	0.0	0.0	15.5	n/a
		CO_2-eq tonnes	1,449,723	1,449,723	1,449,723	1,449,723	1,449,723	1,225,016	n/a
2.1	Lead IA (UNIDO) agreed funding (US $)		226,918	0	0	178,000	0	27,292	432,210
2.2	Support costs for Lead IA (US $)		15,885	0	0	12,460	0	1,910	30,255
2.3	Cooperating IA (UNEP) agreed funding (US $)		70,000	0	0	65,000	0	30,000	165,000
2.4	Support costs for Cooperating IA (US $)		9,100	0	0	8,450	0	3,900	21,450
3.1	Total agreed funding (US $)		296,918	0	0	243,000	0	57,292	597,210
3.2	Total support costs (US $)		24,985	0	0	20,910	0	5,810	51,705
3.3	Total agreed costs (US $)		321,903	0	0	263,910	0	63,102	648,915
4.1.1	Deduction of HFCs under this Agreement (CO_2-eq tonnes)								224,707
4.1.2	Deduction of HFCs from previously approved projects (CO_2-eq tonnes)								0
4.1.3	Remaining eligible consumption for HFCs (CO_2-eq tonnes)								TBD

APPENDIX 3-A: FUNDING APPROVAL SCHEDULE

1. Funding for the future tranches will be considered for approval at the first meeting of the year specified in Appendix 2-A.

APPENDIX 4-A: FORMAT OF THE TRANCHE IMPLEMENTATION REPORTS AND PLANS

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

(a) A narrative report, with data provided by tranche, describing the progress achieved since the previous report, reflecting the situation of the Country in regard to phase-down of Annex F substances, how the different activities contribute to it, and how they relate to each other, including, where applicable, activities related to energy efficiency approved in the context of HFC phase-down pursuant to decision 91/65. The report should include the amount of Annex F substances consumption reduced as a direct result of the implementation of activities, by substance, the alternative technology used and the related phase-in of alternatives, to allow the Secretariat to inform the Executive Committee on the resulting change in climate-relevant emissions. The report should also include quantitative information on the activities implemented and further highlight the successes, experiences, and challenges related to the different activities included in the Plan, reflecting any changes in the circumstances in the Country, and providing other relevant information. The report should also include information on and justification for any changes vis-à-vis the previously submitted Tranche Implementation Plan(s), such as delays, use of flexibility for the reallocation of funds during implementation of a tranche as provided for in paragraph 7 of this Agreement, or other changes;

(b) An independent verification report on the Plan's results and the consumption of Annex F substances, as per subparagraph 5(b) of the Agreement. If not decided otherwise by the Executive Committee, such a verification of consumption data must be provided with each tranche request, covering all relevant years for which a verification report has not yet been acknowledged by the Committee, as specified in subparagraph 5(a) of the Agreement;

(c) A written description of the activities to be undertaken during the period covered by the requested tranche including quantitative information, highlighting implementation milestones, the time of completion and the interdependence of the activities, and taking into account experiences made and progress achieved in the implementation of earlier tranches; the data in the Plan will be provided by calendar year. The description should 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 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 subparagraph 1(a) above; and

(d) An Executive Summary of about five paragraphs, summarizing the information contained in subparagraphs 1(a) to 1(c) above.

APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES

1. The Secretariat of Natural Resources and Environment (SERNA), through the national ozone unit (NOU), will be the national coordinating entity responsible for the effective implementation and oversight of the Plan. The NOU will lead the coordination with national authorities, regulatory and enforcement bodies, key sectoral stakeholders (including industry and servicing sector representatives), and the Lead IA and the Cooperating IA. Its responsibilities will include ensuring that project implementation remains aligned with national strategies and obligations under the Kigali Amendment and the Agreement with the Executive Committee. The NOU will submit detailed annual progress reports to the Lead IA, covering technical, regulatory, and institutional achievements, challenges encountered, lessons learned, and proposed corrective actions.

2. To strengthen technical oversight, the NOU will work closely with national and international consultants specialized in project monitoring and implementation. This technical support will assist the NOU in planning, supervising, and validating activities related to HFC phase-down, including:

(a) Administration and enforcement of the national HFC licensing and quota system;

(b) Monitoring and evaluation of the implementation of individual project components;

(c) Collection and analysis of consumption data for reporting and policy planning; and

(d) Coordination with related climate and energy-efficiency initiatives to ensure policy coherence and maximize synergies.

3. In collaboration with the Lead IA and Cooperating IA, the NOU will ensure that implementation follows the approved workplan and adheres to reporting and accountability requirements set by the Multilateral Fund.

4. Furthermore, the NOU will proactively engage with relevant institutions such as the national customs administration, technical regulatory bodies, environmental enforcement agencies, national training institutes, and private sector actors. This engagement is critical to ensure compliance with national regulations, institutionalize best practices, and build long-term technical and administrative capacity for the continued reduction of HFC consumption.

5. The monitoring of HFC consumption levels and verification of sustained reductions will be carried out jointly by SERNA, through the NOU, and the national customs authority. SERNA will be responsible for tracking aggregate national consumption, overseeing licensing and quota compliance, and reporting to the Multilateral Fund. The customs authority will monitor and report on imports and exports of HFCs and related equipment, enforce border controls in accordance with the national licensing system, and ensure that illegal or non-compliant trade is identified and addressed. This dual mechanism will help ensure the accuracy and integrity of consumption data and the long-term enforceability of phase-down measures.

6. If deemed necessary, an independent verification of project implementation, including progress on policy, capacity-building, and sustained reductions in consumption, will be conducted by a third-party consultant designated by the Lead IA, in accordance with the guidelines and reporting frameworks of the Multilateral Fund.

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 Plan;

(b) Assisting the Country in the preparation of the Tranche Implementation Reports and Plans as per Appendix 4-A;

(c) Providing independent verification to the Executive Committee that the Targets have been met and associated tranche activities have been completed as indicated in the Tranche Implementation Plan, consistent with Appendix 4-A;

(d) Ensuring that the experiences and progress are reflected in the updates to the overall Plan and in the future Tranche Implementation Plans, consistent with subparagraph 1(c) of Appendix 4-A;

(e) Fulfilling the reporting requirements of the Tranche Implementation Reports and Plans and of the overall Plan as specified in Appendix 4-A for submission to the Executive Committee, including the activities implemented by the Cooperating IA;

(f) In the event that the last funding tranche is requested one or more years prior to the last year for which a consumption target had been established, annual Tranche Implementation

Reports and, where applicable, verification reports on the current stage of the Plan should be submitted until all activities foreseen had been completed and HFC consumption targets had been met;

(g) Ensuring that appropriate independent technical experts carry out the technical reviews;

(h) Carrying out the required supervision missions;

(i) Ensuring the presence of an operating mechanism to allow for an effective and transparent implementation of the Tranche Implementation Plan and accurate data reporting;

(j) Coordinating the activities of the Cooperating IA and ensuring the appropriate sequence of activities;

(k) In case of reductions in funding for failure to comply in accordance with paragraph 11 of the Agreement, to determine, in consultation with the Country and the Cooperating IA, the allocation of the reductions to the different budget items and to the funding of the Lead IA and each Cooperating IA;

(l) Ensuring that disbursements made to the Country are based on the use of the indicators;

(m) Providing assistance with the policy, management and technical support when required;

(n) Reaching consensus with the Cooperating IA on any planning, coordination and reporting arrangements required to facilitate the implementation of the Plan; and

(o) Timely releasing funds to the Country/participating enterprises for completing the activities related to the project.

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 Plan's results and of the consumption of Annex F substances mentioned in Appendix 1-A, as per subparagraph 5(b) of the Agreement and subparagraph 1(b) of Appendix 4-A.

APPENDIX 6-B: ROLE OF THE COOPERATING IMPLEMENTING AGENCIES

1. The Cooperating IA will be responsible for a range of activities. These activities are specified in the 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 referring to the Lead IA to ensure a coordinated sequence of activities;

(c) Providing reports to the Lead IA on these activities, for inclusion in the consolidated reports as per Appendix 4-A; and

(d) Reaching consensus with the Lead IA on any planning, coordination and reporting arrangements required to facilitate the implementation of the Plan.

APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY WITH THE TARGETS IN THE AGREEMENT

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US $5.28 per CO_2-eq 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, on the understanding that the maximum funding reduction would not exceed the funding level of the tranche being requested. Additional measures might be considered in cases where non-compliance extends for two consecutive years. Where the Country has failed to comply with the Agreement due to illegal trade, the reduction in funding would not be applied if the illegally traded controlled substances are seized and subsequently confiscated, destroyed, exported, or returned to the country of origin.

UNEP/OzL.Pro/ExCom/97/91: Decision 97/17(n) and Annex XXII

INDONESIA
KIP for Indonesia

The Ninety-sixth Meeting of the Executive Committee decided:

(a) To approve, on an exceptional basis, and without setting a precedent, the amount of US $3,120,409, plus agency support costs of US $218,429, for the World Bank to support the activities included in the implementation plan for the first tranche of stage I of the Kigali HFC implementation plan (KIP) for Indonesia, as listed in table 17 of document UNEP/OzL.Pro/ExCom/96/42, on the understanding that the funding would be incorporated into stage I of the KIP when the full stage I of the KIP was considered for approval by the Executive Committee;

(b) To note:

(i) That 943,064 carbon dioxide-equivalent (CO_2-eq) tonnes would be deducted from the starting point for sustained aggregate reductions in HFC consumption once it had been established;

(ii) That an additional reduction of up to 5,163,613 CO_2-eq tonnes associated with stockpiled HFCs that had been imported into the country during the baseline years for use in subsequent years would also be deducted from the starting point referred to in subparagraph (b)(i), above;

(iii) That the Government of Indonesia had committed to a sustained maximum allowable consumption of 21,033,649 CO2-eq tonnes in 2025, 21,033,649 CO_2-eq tonnes in 2026 and 19,397,698 CO_2-eq tonnes in 2027;

(iv) That the Government of Indonesia would submit its proposal for the full stage I of its KIP by 2027;

(c) To note also the commitment of the Government of Indonesia, by 1 January 2029:

(i) To ban the manufacture and import of HFC-based domestic refrigerators;

(ii) To ban the manufacture and import of HFC-based stand-alone commercial refrigeration equipment;

(iii) To ban the manufacture, installation and import of HFC-125-based fire-suppression equipment;

(iv) To prohibit the manufacture and import of residential air conditioners and light commercial air-conditioning equipment based on refrigerants with a global-warming potential (GWP) greater than 700; and

(v) To limit the manufacturing and import of ultralow temperature freezers based on HFC-23 to the average manufacturing output of such equipment in the period 2020-2022, if any, and to allow only the manufacturing and import of ultralow temperature freezers based on refrigerants with a GWP of 1,400 or less once that limit had been reached.

(UNEP/OzL.Pro/ExCom/96/66, Decision 96/41).
(Supporting document: UNEP/OzL.Pro/ExCom/96/42).

JORDAN
KIP for Jordan

The Ninety-third Meeting of the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Jordan for the period 2023–2030 to reduce, by 2030, HFC consumption by 54 per cent of the country's baseline, in the amount of US $4,840,083, plus agency support costs of US $338,806, for UNIDO, as reflected in the schedule contained in annex XLVIII to the present report;

(b) To note:

(i) That, in line with decision 81/62, stage I of the KIP included an additional US $1,637,610, plus agency support costs of US $114,633, for UNIDO, related to the project approved at the 81st meeting to phase out 36.25 metric tonnes (51,837.5 carbon dioxide-equivalent tonnes) of HFC-134a, 39.75 metric tonnes (70,516.5 carbon dioxide-equivalent tonnes) of R-407C and 42.70 metric tonnes (89,175.6 carbon dioxide-equivalent tonnes) of R-410A in the manufacture of large commercial unitary roof-top air-conditioning units of up to 400 kilowatts at Petra Engineering Industries Co.;

(ii) That the Government of Jordan would establish its starting point for sustained aggregate reductions in HFC consumption on the basis of guidance provided by the Executive Committee;

(iii) That, once the cost guidelines for HFC phase-down had been agreed by the Executive Committee, the reductions from the country's remaining HFC consumption eligible for funding would be determined in accordance with those guidelines;

(iv) That the reductions from the country's remaining HFC consumption eligible for funding referred to in subparagraph (b)(iii) above would be deducted from the starting point referred to in subparagraph (b) (ii) above;

(v) The commitment of the Government of Jordan to ban the import and manufacture of HFC-based domestic refrigeration equipment upon completion of the conversion projects in the subsector;

(c) To note also that, in line with the request from the Government of Jordan, UNDP would be added to stage I of the KIP as a cooperating agency when the second tranche was submitted;

(d) To approve the first tranche of stage I of the KIP for Jordan, and the corresponding tranche implementation plan, in the amount of US $2,540,680, plus agency support costs of US $177,848, for UNIDO; and

(e) To request the Government of Jordan, UNIDO and the Secretariat to finalize the draft Agreement between the Government of Jordan and the Executive Committee for the reduction in consumption of HFCs, including the information contained in the annex referred to in subparagraph (a) above, and to submit it to a future meeting once the KIP Agreement template had been approved by the Executive Committee.

(UNEP/OzL.Pro/ExCom/93/105, Decision 93/64).
(Supporting document: UNEP/OzL.Pro/ExCom/93/105, Annex XLVIII).

Annex XLVIII

SCHEDULE OF HFC PHASE-DOWN COMMITMENTS AND FUNDING TRANCHES UNDER THE KIGALI HFC IMPLEMENTATION PLAN FOR JORDAN

Kigali HFC implementation plan (stage I)*

Row	Particulars	2023	2024	2025	2026	2027	2028	2029	2030	Total
1.1	Montreal Protocol reduction schedule of Annex F substances (CO_2-eq tonnes)	n/a	2,808,101	2,808,101	2,808,101	2,808,101	2,808,101	2,527,291	2,527,291	n/a
1.2	Maximum allowable total consumption of Annex F substances (CO_2-eq tonnes)	n/a	1,809,703	1,707,013	1,596,587	1,492,613	1,393,191	1,367,791	1,278,531	n/a
2.1	Lead IA (UNIDO) agreed funding (US $)	2,540,680	0	0	0	1,802,170	0	0	497,233	4,840,083
2.2	Support costs for Lead IA (US $)	177,848	0	0	0	126,152	0	0	34,806	338,806
3.1	Total agreed funding (US $)	2,540,680	0	0	0	1,802,170	0	0	497,233	4,840,083
3.2	Total support costs (US $)	177,848	0	0	0	126,152	0	0	34,806	338,806
3.3	Total agreed costs (US $)	2,718,528	0	0	0	1,928,322	0	0	532,039	5,178,889

* Noting that 36.25 mt (51,837.5 CO_2-eq tonnes) of HFC-134a, 39.75 mt (70,516.5 CO_2-eq tonnes) of R-407C, and 42.70 mt (89,175.6 CO_2-eq tonnes) of R-410A would be deducted from the starting point for sustained aggregate reduction in HFCs once it has been established (decision 81/62).

KYRGYZSTAN
KIP for Kyrgyzstan

The Ninety-third Meeting of the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Kyrgyzstan for the period 2023–2029 to reduce, by 2029, HFC consumption by 10 per cent of the country's baseline, in the amount of US $214,700, consisting of US $130,000, plus agency support costs of US $16,900, for UNDP and US $60,000, plus agency support costs of US $7,800, for UNEP, as reflected in the schedule contained in annex XLIX to the present report;

(b) To note that the schedule of tranches contained in the annex referred to in subparagraph (a) above had been approved on an exceptional basis as the HFC consumption in the servicing sector in Kyrgyzstan in the baseline years was below 360 metric tonnes and the country had already completed its HCFC phase-out management plan;

(c) To note also that the next verification report to be submitted under the country's KIP would include verification of HFC and HCFC consumption, and that, in the unlikely event of non-compliance by the Government with its HCFC Agreement with the Executive Committee, relevant actions to be taken would be considered by the Executive Committee;

(d) To approve the first tranche of stage I of the KIP for Kyrgyzstan, and the corresponding tranche implementation plan, in the amount of US $91,530, consisting of US $51,000, plus agency support costs of US $6,630, for UNDP and US $30,000, plus agency support costs of US $3,900, for UNEP; and

(e) To request the Government of Kyrgyzstan, UNDP, UNEP and the Secretariat to finalize the draft Agreement between the Government of Kyrgyzstan and the Executive Committee for the reduction in consumption of HFCs, including the information contained in the annex referred to in subparagraph (a) above, and to submit it to a future meeting once the KIP Agreement template had been approved by the Executive Committee.

(UNEP/OzL.Pro/ExCom/93/105, Decision 93/65).
(Supporting document: UNEP/OzL.Pro/ExCom/93/105, Annex XLIX).

Annex XLIX

SCHEDULE OF HFC PHASE-DOWN COMMITMENTS AND FUNDING TRANCHES UNDER THE KIGALI HFC IMPLEMENTATION PLAN FOR KYRGYZSTAN

Kigali HFC implementation plan (stage I)

Row	Particulars	2023	2024	2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances (CO_2-eq tonnes)	n/a	450,382	450,382	450,382	450,382	450,382	405,344	n/a
1.2	Maximum allowable total consumption of Annex F substances (CO_2-eq tonnes)	n/a	450,382	450,382	450,382	450,382	450,382	405,344	n/a
2.1	Lead IA (UNDP) agreed funding (US $)	51,000	0	0	79,000	0	0	0	130,000
2.2	Support costs for Lead IA (US $)	6,630	0	0	10,270	0	0	0	16,900
2.3	Cooperating IA (UNEP) agreed funding (US $)	30,000	0	0	30,000	0	0	0	60,000
2.4	Support costs for Cooperating IA (US $)	3,900	0	0	3,900	0	0	0	7,800
3.1	Total agreed funding (US $)	81,000	0	0	109,000	0	0	0	190,000
3.2	Total support costs (US $)	10,530	0	0	14,170	0	0	0	24,700
3.3	Total agreed costs (US $)	91,530	0	0	123,170	0	0	0	214,700

LAO PEOPLE'S DEMOCRATIC REPUBLIC
KIP for Lao People's Democratic Republic

The Ninety-fourth Meeting of the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for the Lao People's Democratic Republic for the period 2024–2030 to reduce HFC consumption by at least 10 per cent of the country's baseline by 2029, in the amount of US $214,700, consisting of US $114,000, plus agency support costs of US $14,820, for UNEP and US $76,000, plus agency support costs of US $9,880, for UNDP, as reflected in the schedule contained in annex XXXVII to the present report;

(b) To note:

(i) That the Government of the Lao People's Democratic Republic would continue to monitor its HFC consumption to understand the extent to which reported consumption in baseline years was representative of the local market's needs and to assess what future HFC demand would be and would provide that analysis in submitting the second tranche of its KIP;

(ii) That, on the basis of the information provided in subparagraph (b)(i) above, the maximum allowable consumption limits for the remaining years of stage I of the KIP, as contained in Appendix 2-A to the future Agreement between the Government of the Lao People's Democratic Republic and the Executive Committee, would be revised, if appropriate, when the Committee considered the second tranche of the KIP;

(c) To approve the first tranche of stage I of the KIP for the Lao People's Democratic Republic, and the corresponding tranche implementation plan, in the amount of US $124,300, consisting of US $34,000, plus agency support costs of US $4,420, for UNEP and US $76,000, plus agency support costs of US $9,880, for UNDP; and

(d) To request the Government of the Lao People's Democratic Republic, UNEP, UNDP and the Secretariat to finalize the draft Agreement between the Government of the Lao People's Democratic Republic and the Executive Committee for the reduction in consumption of HFCs, including the information contained in the annex referred to in subparagraph (a) above, and to submit it to a future meeting once the KIP Agreement template had been approved by the Executive Committee.

(UNEP/OzL.Pro/ExCom/94/67, Decision 94/45).
(Supporting document: UNEP/OzL.Pro/ExCom/94/67, Annex XXXVII).

Annex XXXVII

SCHEDULE OF HFC PHASE-DOWN COMMITMENTS AND FUNDING TRANCHES UNDER THE KIGALI HFC IMPLEMENTATION PLAN FOR THE LAO PEOPLE'S DEMOCRATIC REPUBLIC

Kigali HFC implementation plan (stage I)

Row	Particulars	2024	2025	2026	2027	2028	2029	2030	Total
1.1	Montreal Protocol reduction schedule of Annex F substances (CO_2-eq tonnes)	324,226	324,226	324,226	324,226	324,226	291,803	291,803	n/a
1.2	Maximum allowable total consumption of Annex F substances (CO_2-eq tonnes)	324,226	324,226	324,226	324,226	324,226	291,803	291,803	n/a
2.1	Lead IA (UNEP) agreed funding (US $)	34,000	0	0	80,000	0	0	0	114,000
2.2	Support costs for Lead IA (US $)	4,420	0	0	10,400	0	0	0	14,820
2.3	Cooperating IA (UNDP) agreed funding (US $)	76,000	0	0	0	0	0	0	76,000
2.4	Support costs for Cooperating IA (US $)	9,880	0	0	0	0	0	0	9,880
3.1	Total agreed funding (US $)	110,000	0	0	80,000	0	0	0	190,000
3.2	Total support costs (US $)	14,300	0	0	10,400	0	0	0	24,700
3.3	Total agreed costs (US $)	124,300	0	0	90,400	0	0	0	214,700

LEBANON
KIP for Lebanon

The Ninety-sixth Meeting of the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Lebanon for the period 2025–2032, to reduce HFC consumption by 15.0 per cent of the country's baseline by 2029 and by 40.0 per cent by 2032, in the amount of US $4,809,229, plus agency support costs of US $336,646, for UNDP;

(b) To note:

(i) That the Government of Lebanon would establish its starting point for sustained aggregate reductions in HFC consumption on the basis of guidance provided by the Executive Committee;

(ii) That, once the Executive Committee had provided the guidance referred to in subparagraph (b)(i), above, reductions from the country's remaining HFC consumption eligible for funding would be determined in line with that guidance;

(iii) That the reductions from the country's remaining HFC consumption eligible for funding, referred to in subparagraph (b)(ii), above, would be deducted from the starting point referred to in subparagraph (b)(i), above;

(c) To note also:

(i) The strong commitment of the Government of Lebanon to support reductions in HFC consumption in advance of the Montreal Protocol targets;

(ii) That, in line with decision 81/63, stage I of the KIP included an additional US $1,053,858, plus agency support costs of US $73,770, for UNIDO, related to the project approved at the 81st meeting to phase out 78.46 metric tonnes (mt) (112,198 carbon dioxide-equivalent (CO_2-eq) tonnes) of HFC-134a and 34.08 mt (133,662 CO_2-eq tonnes) of R-404A in the manufacture of domestic and commercial refrigeration equipment at Lematic Industries;

(iii) That the Government of Lebanon would prohibit the import, manufacturing and sale of HFC-134a-based domestic refrigerators and R-410A-based residential air conditioners from 31 December 2027, and HFC-based small self-contained commercial refrigeration equipment with a charge size of less than 3 kg per unit from 31 December 2032;

(iv) That the Government of Lebanon would submit no further requests for funding from the Multilateral Fund for any enterprise in the commercial refrigeration subsector for equipment with HFC consumption of less than 3 kg per unit, in line with decision 19/32(a);

(d) To approve the Agreement between the Government of Lebanon and the Executive Committee for the reduction in consumption of HFCs in accordance with stage I of the KIP, contained in annex XXV to the present report; and

(e) To approve the first tranche of stage I of the KIP for Lebanon, and the corresponding tranche implementation plan, in the amount of US $1,869,792, plus agency support costs of US $130,885, for UNDP.

(UNEP/OzL.Pro/ExCom/96/66, Decision 96/42).
(Supporting document: UNEP/OzL.Pro/ExCom/96/66, annex XXV).

Annex XXV

AGREEMENT BETWEEN THE GOVERNMENT OF LEBANON AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROFLUOROCARBONS IN ACCORDANCE WITH STAGE I OF THE KIGALI HFC IMPLEMENTATION PLAN

(Period: 2025–2032)

Purpose

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 Annex F substances set out in Appendix 1-A ("The Substances") to a sustained level of 1,533,920 CO_2-equivalent (CO_2-eq) tonnes by 1 January 2032 in compliance with the Montreal Protocol schedule and the terms of this Agreement.

2. The Country agrees to meet the annual consumption limits of Annex F 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 Annex F 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 Annex F substances that exceeds the level defined in row 1.2 of Appendix 2-A as the final reduction step under this Agreement for Annex F substances specified in Appendix 1-A, and in respect to any consumption of Annex F substances that exceeds the level defined in row 4.1.3 (remaining consumption eligible for funding).

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 stage I of the Kigali HFC implementation plan ("the Plan") as approved. In accordance with subparagraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of Annex F substances 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.

Conditions for funding release

5. The Executive Committee will only provide the Funding, in accordance with the Funding Approval Schedule, when the Country satisfies the following conditions at least 10 weeks in advance of the applicable Executive Committee meeting set out in the Funding Approval Schedule:

(a) That the Country has met the Targets set out in row 1.2 of Appendix 2-A for all relevant years. Relevant years are all years since the year in which this Agreement was approved. Years for which there are no due country programme implementation reports at the date of the Executive Committee meeting at which the funding request is being presented are exempted;

(b) That the meeting of these Targets has been independently verified for all relevant years, unless the Executive Committee decided that such verification would not be required;

(c) That the Country had submitted a Tranche Implementation Report in accordance with Appendix 4-A ("Format of Tranche Implementation Reports and Plans") covering each previous calendar year; that it had achieved a significant level of implementation of activities initiated with previously approved tranches; and that the rate of disbursement of

funding available from the previously approved tranche was more than 20 per cent; and

(d) That the Country has submitted a Tranche Implementation Plan in accordance with Appendix 4-A covering each calendar year until and including the year for which the Funding Approval Schedule foresees the submission of the next tranche or, in case of the final tranche, until completion of all activities foreseen.

Monitoring

6. The Country will ensure that it conducts accurate monitoring of its activities under this Agreement. The institutions set out in Appendix 5-A ("Monitoring Institutions and Roles") will monitor and report on implementation of the activities in the previous Tranche Implementation Plans in accordance with their roles and responsibilities set out in the same appendix.

Flexibility in the reallocation of funds

7. The Executive Committee agrees that the Country may have the flexibility to reallocate part or all approved funds, according to the evolving circumstances, to achieve the smoothest reduction of consumption and phase-down of Annex F substances specified in Appendix 1-A, in accordance with the following considerations:

(a) Reallocations categorized as major changes must be documented in advance, either in a Tranche Implementation Plan as foreseen in subparagraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted 10 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 that would modify any clause of this Agreement;

(iii) Changes in the annual levels of funding allocated to the individual bilateral or implementing agencies for the different tranches;

(iv) Provision of funding for activities not included in the current endorsed Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 30 per cent of the total cost of the last approved tranche;

(v) Changes in alternative technologies, on the understanding that any submission for such a request would identify the associated incremental costs, the potential impact on the climate, and any differences in CO_2-eq tonnes to be phased down if applicable, as well as confirm that the Country agrees that potential savings related to the change of technology would accordingly decrease the overall funding level under this Agreement;

(b) Reallocations not categorized as major changes may be incorporated into the approved Tranche Implementation Plan, under implementation at the time, and reported to the Executive Committee in the subsequent Tranche Implementation Report;

(c) Any enterprise included in the Plan that would be found to be ineligible under the policies of the Multilateral Fund (i.e., due to foreign ownership or establishment after the applicable cut off date) would not receive financial assistance. This information would be reported as part of the Tranche Implementation Plan; and

(d) Any remaining funds held by the bilateral or implementing agencies or the Country under

the Plan will be returned to the Multilateral Fund upon completion of the last tranche foreseen under this Agreement.

8. Specific attention will be paid to the execution of activities in the refrigeration servicing sector included in the Plan, in particular that the Country may use the flexibility available under this Agreement to address specific needs that might arise during project implementation.

Bilateral and implementing agencies

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 the Lead IA taking part in this Agreement.

10. The Lead IA will be responsible for ensuring coordinated planning, implementation and reporting of all activities under this Agreement, including but not limited to the independent verification as per subparagraph 5(b). The role of the Lead IA is contained in Appendix 6-A. The Executive Committee agrees, in principle, to provide the Lead IA with the fees set out in row 2.2 of Appendix 2-A.

Non-compliance with the Targets in the Agreement

11. Should the Country, for any reason, not meet the Targets for the elimination of Annex F 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 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 CO_2-eq 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 decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding 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 decisions 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 the information necessary to verify compliance with this Agreement.

Date of completion

14. The completion of the Plan 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 at that time there still be activities that are outstanding, and which were foreseen in the last Tranche Implementation Plan and its subsequent revisions as per subparagraph 5(d) and paragraph 7, the completion of the Plan will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per subparagraphs 1(a), 1(b), and 1(d) of Appendix 4-A will continue until the time of the completion of the Plan unless otherwise specified by the Executive Committee.

Validity

15. All 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 Agreement may be modified or terminated only by mutual written agreement of the Country and the Executive Committee of the Multilateral Fund.

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substances	**Starting point for aggregate reductions in consumption (CO_2-eq tonnes)**
HFCs	To be determined (TBD)

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars		2025	2026	2027	2028	2029	2030	2031	2032	Total
1.1	Montreal Protocol reduction schedule of Annex F substances	%	freeze	freeze	freeze	freeze	10	10	10	10	n/a
		CO_2-eq tonnes	2,556,533	2,556,533	2,556,533	2,556,533	2,300,880	2,300,880	2,300,880	2,300,880	n/a
1.2	Maximum allowable total consumption of Annex F substances	Reduction in %	0.0	0.0	10.0	10.0	15.0	15.0	27.0	40.0	n/a
		CO_2-eq tonnes	2,556,533	2,556,533	2,300,880	2,300,880	2,173,053	2,173,053	1,866,269	1,533,920	n/a
2.1	Lead IA (UNDP) agreed funding (US $)		1,869,792	0	0	2,453,757	0	0	485,680	0	4,809,229
2.2	Support costs for Lead IA (US $)		130,885	0	0	171,763	0	0	33,998	0	336,646
3.1	Total agreed funding (US $)		1,869,792	0	0	2,453,757	0	0	485,680	0	4,809,229
3.2	Total support costs (US $)		130,885	0	0	171,763	0	0	33,998	0	336,646
3.3	Total agreed costs (US $)		2,000,677	0	0	2,625,520	0	0	519,678	0	5,145,875
4.1.1	Deduction of HFCs under this Agreement (CO_2-eq tonnes)										981,017
4.1.2	Deduction of HFCs from previously approved projects (CO_2-eq tonnes)										*245,860
4.1.3	Remaining eligible consumption for HFCs (CO_2-eq tonnes)										TBD

* Conversion of the manufacturing of domestic and commercial refrigeration equipment at one enterprise (decision 81/63).

APPENDIX 3-A: FUNDING APPROVAL SCHEDULE

1. Funding for the future tranches will be considered for approval at the first meeting of the year specified in Appendix 2-A.

APPENDIX 4-A: FORMAT OF THE TRANCHE IMPLEMENTATION REPORTS AND PLANS

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

(a) A narrative report, with data provided by tranche, describing the progress achieved since the previous report, reflecting the situation of the Country in regard to phase-down of Annex F substances, how the different activities contribute to it, and how they relate to each other, including, where applicable, activities related to energy efficiency approved in the context of HFC phase-down pursuant to decision 91/65. The report should include the amount of Annex F substances consumption reduced as a direct result of the implementation of activities, by substance, the alternative technology used and the related phase in of alternatives, to allow the Secretariat to inform the Executive Committee on the resulting change in climate relevant emissions. The report should also include quantitative information on the activities implemented and further highlight the successes, experiences, and challenges related to the different activities included in the Plan, reflecting any changes in the circumstances in the Country, and providing other relevant information. The report should also include information on and justification for any changes vis-à-vis the previously submitted Tranche Implementation Plan(s), such as delays, use of flexibility for the reallocation of funds during implementation of a tranche as provided for in paragraph 7 of this Agreement, or other changes;

(b) An independent verification report on the Plan's results and the consumption of Annex F substances, as per subparagraph 5(b) of the Agreement. If not decided otherwise by the Executive Committee, such a verification of consumption data must be provided with each tranche request, covering all relevant years for which a verification report has not yet been acknowledged by the Committee, as specified in subparagraph 5(a) of the Agreement;

(c) A written description of the activities to be undertaken during the period covered by the requested tranche including quantitative information, highlighting implementation milestones, the time of completion and the interdependence of the activities, and taking into account experiences made and progress achieved in the implementation of earlier tranches; the data in the Plan will be provided by calendar year. The description should 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 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 subparagraph 1(a) above; and

(d) An Executive Summary of about five paragraphs, summarizing the information contained in subparagraphs 1(a) to 1(c) above.

APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES

1. The national ozone unit (NOU) of the Ministry of Environment will be responsible for the overall monitoring of all activities under the Plan. The NOU will oversee the planning, coordination, and daily implementation of the project. Additionally, it will assist the Government and non-Government organizations in streamlining their activities to ensure smooth project implementation. The NOU will

submit annual progress reports on the implementation status to the Lead IA to facilitate monitoring of the Plan's progress.

2. The NOU, in collaboration with the Ministry of Environment, which serves as the licensing authority for import and export permits, will monitor the annual consumption of HFCs and other ODS. The Lebanese Customs will oversee and regulate the import and export of these substances at entry points. Additionally, the NOU will coordinate with HFC and other ODS importers to gather essential data for periodic statistical reconciliation.

3. The NOU will also monitor the implementation of capacity-building activities, such as refrigeration and air-conditioning technician training and customs and enforcement officers training, in collaboration with relevant agencies.

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 Plan;

(b) Assisting the Country in the preparation of the Tranche Implementation Reports and Plans as per Appendix 4-A;

(c) Providing independent verification to the Executive Committee that the Targets have been met and associated tranche activities have been completed as indicated in the Tranche Implementation Plan, consistent with Appendix 4-A;

(d) Ensuring that the experiences and progress are reflected in the updates to the overall Plan and in the future Tranche Implementation Plans, consistent with subparagraph 1(c) of Appendix 4-A;

(e) Fulfilling the reporting requirements of the Tranche Implementation Reports and Plans and of the overall Plan as specified in Appendix 4-A for submission to the Executive Committee;

(f) In the event that the last funding tranche is requested one or more years prior to the last year for which a consumption target had been established, annual Tranche Implementation Reports and, where applicable, verification reports on the current stage of the Plan should be submitted until all activities foreseen had been completed and HFC consumption targets had been met;

(g) Ensuring that appropriate independent technical experts carry out the technical reviews;

(h) Carrying out the required supervision missions;

(i) Ensuring the presence of an operating mechanism to allow for an effective and transparent implementation of the Tranche Implementation Plan and accurate data reporting;

(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, the allocation of the reductions to the different budget items and to the funding of the Lead IA;

(k) Ensuring that disbursements made to the Country are based on the use of the indicators;

(l) Providing assistance with the policy, management and technical support when required; and

(m) Timely releasing funds to the Country/participating enterprises for completing the activities related to the project.

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 Plan's results and of the consumption of Annex F substances mentioned in Appendix 1-A, as per subparagraph 5(b) of the Agreement and subparagraph 1(b) of Appendix 4-A.

APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY WITH THE TARGETS IN THE AGREEMENT

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US $9.80 per CO_2-eq 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, on the understanding that the maximum funding reduction would not exceed the funding level of the tranche being requested. Additional measures might be considered in cases where non-compliance extends for two consecutive years. Where the country has failed to comply with the Agreement due to illegal trade, the reduction in funding would not be applied if the illegally traded controlled substances are seized and subsequently confiscated, destroyed, exported, or returned to the country of origin.

LESOTHO
KIP for Lesotho

The Ninety-fifth Meeting of the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Lesotho for the period 2024–2029 to reduce HFC consumption to 51.6 per cent of the country's baseline by 2029, in the amount of US $163,850, consisting of US $114,000, plus agency support costs of US $14,820, for UNEP and US $31,000, plus agency support costs of US $4,030, for UNIDO, as reflected in the schedule contained in annex XLII to the present report;

(b) To note that, upon completion of the end-user demonstration project included in stage I of the KIP, UNEP, in coordination with UNIDO, would submit a final report on the implementation of the project, including the HFC phase-out and energy efficiency gains achieved, in line with decision 92/36(g);

(c) To note also:

(i) That the Government of Lesotho would continue to monitor its HFC consumption to understand the extent to which reported consumption in the baseline years was representative of the local market's needs and to assess what future HFC demand would be and would provide that analysis when submitting the second tranche of its KIP;

(ii) That, on the basis of the information provided in subparagraph (c)(i) above, the maximum allowable consumption limits for the remaining years of stage I of the KIP, as contained in Appendix 2-A to the future Agreement between the Government of Lesotho and the Executive Committee, would be revised when the Committee considered the second tranche of the KIP;

(d) To approve the first tranche of stage I of the KIP for Lesotho, and the corresponding tranche implementation plan, in the amount of US $92,660, consisting of US $64,000, plus agency support costs of US $8,320, for UNEP and US $18,000, plus agency support costs of US $2,340, for UNIDO; and

(e) To request the Government of Lesotho, UNEP, UNIDO and the Secretariat to finalize the draft Agreement between the Government of Lesotho and the Executive Committee for the reduction in consumption of HFCs, including the information contained in the annex referred to in subparagraph (a) above, and to submit it to a future meeting once the KIP agreement template had been approved by the Executive Committee.

(UNEP/OzL.Pro/ExCom/95/94, Decision 95/66).
(Supporting document: UNEP/OzL.Pro/ExCom/95/94 Annex XLII).

Annex XLII

SCHEDULE OF HFC PHASE-DOWN COMMITMENTS AND FUNDING TRANCHES UNDER THE KIGALI HFC IMPLEMENTATION PLAN FOR LESOTHO

Kigali HFC implementation plan (stage I)

Row	Particulars	2024	2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances (CO_2-eq tonnes)	103,221	103,221	103,221	103,221	103,221	92,899	n/a
1.2	Maximum allowable total consumption of Annex F substances (CO_2-eq tonnes)	62,420	62,420	62,420	62,420	62,420	49,936	n/a
2.1	Lead IA (UNEP) agreed funding (US $)	64,000	0	0	50,000	0	0	114,000
2.2	Support costs for Lead IA (US $)	8,320	0	0	6,500	0	0	14,820
2.3	Cooperating IA (UNIDO) agreed funding (US $)	18,000	0	0	13,000	0	0	31,000
2.4	Support costs for Cooperating IA (US $)	2,340	0	0	1,690	0	0	4,030
3.1	Total agreed funding (US $)	82,000	0	0	63,000	0	0	145,000
3.2	Total support costs (US $)	10,660	0	0	8,190	0	0	18,850
3.3	Total agreed costs IA (US $)	92,660	0	0	71,190	0	0	163,850

LIBERIA
KIP for Liberia

The Ninety-fourth Meeting of the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Liberia for the period 2024–2029 to reduce HFC consumption by 32 per cent of the country's baseline by 2029, in the amount of US $145,000, plus agency support costs of US $18,850, for the Government of Germany, as reflected in the schedule contained in annex XXXVIII to the meeting report;

(b) To note:

(i) The commitment of the Government of Liberia to reduce HFC consumption from the country's baseline by 28 per cent by 1 January 2025, 30 per cent by 1 January 2027 and 32 per cent by 1 January 2029;

(ii) That, if the revision of the HFC consumption data for 2020 to 2022 were approved by the Thirty-Sixth Meeting of the Parties, the Executive Committee would consider, at its 95th meeting, approval of the additional US $20,000 requested for technical assistance in the firefighting sector and associated support costs and revision of the funding approved in principle, as well as the tranche funding levels and Montreal Protocol targets reflected in annex referred to subparagraph (a) above;

(c) To note also that upon, completion of the incentive scheme for R-290-based air conditioners included in stage I of the KIP, the Government of Germany would submit a final report on the implementation of the project, including the HFC phase-out and energy-efficiency gains achieved, in line with decision 92/36(g);

(d) To approve the first tranche of stage I of the KIP for Liberia, and the corresponding tranche implementation plan, in the amount of US $72,500, plus agency support costs of US $9,425, for the Government of Germany; and

(e) To request the Government of Liberia, the Government of Germany and the Secretariat to finalize the draft Agreement between the Government of Liberia and the Executive Committee for the reduction in consumption of HFCs, including the information contained in the annex referred to in subparagraph (a) above, and to submit it to a future meeting once the KIP Agreement template had been approved by the Executive Committee.

(UNEP/OzL.Pro/ExCom/94/67, Decision 94/46).
(Supporting document: UNEP/OzL.Pro/ExCom/94/67, Annex XXXVIII).

Annex XXXVIII

SCHEDULE OF HFC COMMITMENTS AND FUNDING TRANCHES UNDER THE KIGALI HFC IMPLEMENTATION PLAN FOR LIBERIA

Kigali HFC implementation plan (stage I)

Row	Particulars	2024	2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances (CO_2-eq tonnes)	180,909	180,909	180,909	180,909	180,909	162,818	n/a
1.2	Maximum allowable total consumption of Annex F substances (CO_2-eq tonnes)	180,909	130,532	130,532	126,616	126,616	122,817	n/a
2.1	Lead IA (the Government of Germany) agreed funding (US $)	72,500	0	0	72,500	0	0	145,000
2.2	Support costs for Lead IA (US $)	9,425	0	0	9,425	0	0	18,850
3.1	Total agreed funding (US $)	72,500	0	0	72,500	0	0	145,000
3.2	Total support costs (US $)	9,425	0	0	9,425	0	0	18,850
3.3	Total agreed costs (US $)	81,925	0	0	81,925	0	0	163,850

MALAWI
KIP for Malawi

The Ninety-third Meeting of the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Malawi for the period 2023–2030 to reduce, by 2030, HFC consumption by 54 per cent of the country's baseline, in the amount of US $211,310, consisting of US $114,200, plus agency support costs of US $14,846, for UNEP and US $72,800, plus agency support costs of US $9,464, for UNIDO, as reflected in the schedule contained in annex L to the present report, taking into consideration the ambitious consumption reduction target of the Government of Malawi;

(b) To note that the approval for stage I of the KIP included an additional 10 per cent above the levels of funding agreed in subparagraph b(ii) of decision 92/37, as an incentive for the ambitious reduction targets that the Government of Malawi aimed to achieve compared to the Montreal Protocol schedule;

(c) To note that, upon completion of the end-user technology demonstration project included in stage I of the KIP, UNIDO would submit a final report on the implementation of the project, including the HFC phase-out and energy-efficiency gains achieved, in line with subparagraph (g) of decision 92/36;

(d) To approve the first tranche of stage I of the KIP for Malawi, and the corresponding tranche implementation plan, in the amount of US $76,840, consisting of US $39,000, plus agency support costs of US $5,070, for UNEP and US $29,000, plus agency support costs of US $3,770, for UNIDO; and

(e) To request the Government of Malawi, UNEP, UNIDO and the Secretariat to finalize the draft Agreement between the Government of Malawi and the Executive Committee for the reduction in consumption of HFCs, including the information contained in the annex referred to in subparagraph (a) above, and to submit it to a future meeting once the KIP Agreement template had been approved by the Executive Committee.

(UNEP/OzL.Pro/ExCom/93/105, Decision 93/66).
(Supporting document: UNEP/OzL.Pro/ExCom/93/105, Annex L).

Annex L

SCHEDULE OF HFC PHASE-DOWN COMMITMENTS AND FUNDING TRANCHES UNDER THE KIGALI HFC IMPLEMENTATION PLAN FOR MALAWI

Kigali HFC implementation plan (stage I)

Row	Particulars	2023	2024	2025	2026	2027	2028	2029	2030	Total
1.1	Montreal Protocol reduction schedule of Annex F substances (CO_2-eq tonnes)	n/a	428,435	428,435	428,435	428,435	428,435	385,591	385,591	n/a
1.2	Maximum allowable total consumption of Annex F substances (CO_2-eq tonnes)	209,337	217,890	214,626	209,580	206,020	203,508	201,736	197,488	n/a
2.1	Lead IA (UNEP) agreed funding (US $)	39,000	0	0	58,200	0	0	0	17,000	114,200
2.2	Support costs for Lead IA (US $)	5,070	0	0	7,566	0	0	0	2,210	14,846
2.3	Cooperating IA (UNIDO) agreed funding (US $)	29,000	0	0	43,800	0	0	0	0	72,800
2.4	Support costs for Cooperating IA (US $)	3,770	0	0	5,694	0	0	0	0	9,464
3.1	Total agreed funding (US $)	68,000	0	0	102,000	0	0	0	17,000	187,000
3.2	Total support costs (US $)	8,840	0	0	13,260	0	0	0	2,210	24,310
3.3	Total agreed costs (US $)	76,840	0	0	115,260	0	0	0	19,210	211,310

MALAYSIA
KIP for Malaysia

The Ninety-third Meeting of the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Malaysia for the period 2023–2029 to reduce, by 2029, HFC consumption by 10 per cent of the country's baseline, in the amount of US $9,275,115, plus agency support costs of US $649,258 for World Bank, as reflected in the schedule contained in annex LI to the present report;

(b) To note:

(i) That the Government of Malaysia would establish its starting point for sustained aggregate reductions in HFC consumption on the basis of guidance provided by the Executive Committee;

(ii) That, once the cost guidelines for HFC phase-down had been agreed by the Executive Committee, the reductions from the country's remaining HFC consumption eligible for funding would be determined in accordance with those guidelines;

(iii) That the reductions from the country's remaining HFC consumption eligible for funding referred to in subparagraph (b)(ii) above would be deducted from the starting point referred to in subparagraph (b)(i) above;

(iv) That the Government of Malaysia would continue to monitor its HFC consumption to understand the extent to which reported consumption in baseline years was representative of the local market's needs and to assess what future HFC demand would be, and would provide that analysis when submitting the second tranche of its KIP;

(v) That, on the basis of the information provided in subparagraph (b) (iv) above, the Executive Committee might, as appropriate, revisit the country's starting point for sustained aggregate reductions in HFC consumption;

(vi) That the Government of Malaysia would continue to monitor imports of large new market entrants in 2022 and include any relevant information in the request for the second tranche;

(vii) The commitment of the Government:

a. To ban the installation of new HFC-23- and HFC-125-based fire suppression systems by 1 January 2026;

b. To ban, by 1 January 2029, the manufacturing and import of the following equipment: HFC-based stand-alone commercial refrigeration equipment; HFC-based domestic refrigeration; components for refrigerated transport using HFC-134a, R-452A and R-404A; and split air conditioners and heat pumps using R-407C;

c. To ban, by 1 January 2029, new installations of chillers using R-407C;

(viii) That the car manufacturing enterprise Perusahaan Otomobil Nasional Sdn Bhd (Proton) would be eligible for further funding from the Multilateral Fund only for the phase-down of HFCs to convert the existing equipment on its second assembly line not assisted under stage I and for eligible incremental operating costs;

(c) To approve the first tranche of stage I of the KIP for Malaysia, and the corresponding

tranche implementation plan, in the amount of US $3,042,912, plus agency support costs of US $213,004, for World Bank; and

(d) To request the Government of Malaysia, World Bank and the Secretariat to finalize the draft Agreement between the Government of Malaysia and the Executive Committee for the reduction in consumption of HFCs, including the information contained in the annex referred to in subparagraph (a) above, and to submit it to a future meeting once the KIP Agreement template had been approved by the Executive Committee.

(UNEP/OzL.Pro/ExCom/93/105, Decision 93/67).
(Supporting document: UNEP/OzL.Pro/ExCom/93/105, Annex LI).

Annex LI

SCHEDULE OF HFC PHASE-DOWN COMMITMENTS AND FUNDING TRANCHES UNDER THE KIGALI HFC IMPLEMENTATION PLAN FOR MALAYSIA

Kigali HFC implementation plan (stage I)

Row	Particulars	2023	2024	2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances (CO_2-eq tonnes)	n/a	26,703,717	26,703,717	26,703,717	26,703,717	26,703,717	24,033,345	n/a
1.2	Maximum allowable total consumption of Annex F substances (CO_2-eq tonnes)	n/a	26,703,717	26,703,717	26,703,717	26,703,717	26,703,717	24,033,345	n/a
2.1	Lead IA (World Bank) agreed funding (US $)	3,042,912	0	3,246,290	0	2,336,655	0	649,258	9,275,115
2.2	Support costs for Lead IA (US $)	213,004	0	227,240	0	163,566	0	45,448	649,258
3.1	Total agreed funding (US $)	3,042,912	0	3,246,290	0	2,336,655	0	649,258	9,275,115
3.2	Total support costs (US $)	213,004	0	227,240	0	163,566	0	45,448	649,258
3.3	Total agreed costs (US $)	3,255,916	0	3,473,530	0	2,500,221	0	694,706	9,924,373

MAURITIUS
KIP for Mauritius

The Ninety-fifth Meeting of the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Mauritius for the period 2024–2029 to reduce HFC consumption by 10 per cent of the country's baseline by 2029, in the amount of US $190,000, plus agency support costs of US $24,700, for the Government of Germany, as reflected in the schedule contained in annex XLIII to the present report;

(b) To note:

(i) That, if the HFC consumption level for Mauritius for the years 2024 or 2025 was above the Montreal Protocol control limits or the maximum allowable consumption in the future Agreement between the Government of Mauritius and the Executive Committee, on the understanding that the Government of Mauritius would continue to make every effort to meet those control limits, the Secretariat would inform and seek guidance from the Executive Committee on the procedure to follow in light of decision XXXV/16;

(ii) That the Government of Germany would provide, as part of its 2024 financial and progress report to be considered at the 97th meeting, an update on the status of implementation of the HFC quota system in Mauritius;

(iii) That the Government of Mauritius aimed to implement a ban on the import and use of HFC based domestic refrigerators and small commercial refrigeration equipment from 1 January 2027;

(c) To approve the first tranche of stage I of the KIP for Mauritius, and the corresponding tranche implementation plan, in the amount of US $103,000, plus agency support costs of US $13,390, for the Government of Germany; and

(d) To request the Government of Mauritius, the Government of Germany and the Secretariat to finalize the draft Agreement between the Government of Mauritius and the Executive Committee for the reduction in consumption of HFCs, including the information contained in the annex referred to in subparagraph (a) above, and to submit it to a future meeting once the KIP Agreement template had been approved by the Executive Committee.

(UNEP/OzL.Pro/ExCom/95/94, Decision 95/67).
(Supporting document: UNEP/OzL.Pro/ExCom/95/94 Annex XLIII).

Annex XLIII

SCHEDULE OF HFC PHASE-DOWN COMMITMENTS AND FUNDING TRANCHES UNDER THE KIGALI HFC IMPLEMENTATION PLAN FOR MAURITIUS

Kigali HFC implementation plan (stage I)

Row	Particulars	2024	2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances (CO_2-eq tonnes)	665,957	665,957	665,957	665,957	665,957	599,361	n/a
1.2	Maximum allowable total consumption of Annex F substances (CO_2-eq tonnes)	665,957	665,957	665,957	665,957	665,957	599,361	n/a
2.1	Lead IA (Germany) agreed funding (US $)	103,000	0	0	87,000	0	0	190,000
2.2	Support costs for Lead IA (US $)	13,390	0	0	11,310	0	0	24,700
3.1	Total agreed funding (US $)	103,000	0	0	87,000	0	0	190,000
3.2	Total support costs (US $)	13,390	0	0	11,310	0	0	24,700
3.3	Total agreed costs (US $)	116,390	0	0	98,310	0	0	214,700

MEXICO
KIP for Mexico

The Ninety-third Meeting of the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Mexico for the period 2023–2029 to reduce, by 2029, HFC consumption by 10 per cent of the country's baseline, in the amount of US $21,045,710, consisting of US $14,161,056, plus agency support costs of US $991,274, for UNIDO, US $4,756,594, plus agency support costs of US $332,962, for UNDP and US $715,157, plus agency support costs of US $88,667, for UNEP, as reflected in the schedule contained in annex LII to the present report;

(b) To note that stage I of the KIP included an additional:

(i) US $1,018,123, plus agency support costs of US $71,268, for UNIDO, related to the project approved at the 81st meeting to phase out 70.96 metric tonnes (101,470 carbon dioxide-equivalent tonnes) of HFC-134a and 5.91 metric tonnes (23,187 carbon dioxide-equivalent tonnes) of R-404A from the conversion of commercial refrigeration manufacturing in two facilities in Imbera, in line with decision 81/64;

(ii) US $2,992,400, consisting of US $2,115,012, plus agency support costs of US $148,051 for UNDP, and US $584,988, plus agency support cost of US $74,349, for the Government of Canada, related to the project approved at the 81st meeting to phase out 198 metric tonnes (283,140 carbon dioxide-equivalent tonnes) of HFC-134a from the conversion of a domestic refrigeration and compressor manufacturing facility at Mabe, in line with decision 81/65;

(iii) US $136,500, plus agency support costs of US $12,285, for UNDP, related to the project approved at the 92nd meeting to phase out 5.18 metric tonnes (7,407 carbon dioxide-equivalent tonnes) of HFC-134a from the conversion of the manufacturing of commercial refrigerators at Friocima, in line with decision 92/35;

(c) To further note:

(i) That the Government of Mexico would establish its starting point for sustained aggregate reductions in HFC consumption on the basis of guidance provided by the Executive Committee;

(ii) That, once the cost guidelines for HFC phase-down had been agreed by the Executive Committee, the reductions from the country's remaining HFC consumption eligible for funding would be determined in accordance with those guidelines;

(iii) That the reductions from the country's remaining HFC consumption eligible for funding referred to in subparagraph (c)(ii) above would be deducted from the starting point referred to in subparagraph (c)(i) above;

(iv) The commitment of the Government of Mexico to issue a ban on the import and use of HFC pure or contained in pre-blended polyols in the manufacturing of polyurethane foam by 1 January 2029;

(v) That, upon completion of the end-user technology demonstration projects in the local installation and assembly subsector included in stage I of the KIP, UNIDO would submit a final report on the implementation of the projects, including the HFC phase-out and energy-efficiency gains achieved, in line with subparagraph (g) of decision 92/36;

(vi) That the Government of Mexico would continue to monitor its HFC consumption to understand the extent to which reported consumption in the baseline years was representative of the local market's needs and to assess what future HFC demand would be, and would provide that analysis when submitting the second tranche of its KIP;

(vii) That, on the basis of the information provided in subparagraph (c)(vi) above, the maximum allowable consumption limits for the remaining years of stage I of the KIP, as contained in Appendix 2-A to the future Agreement between the Government of Mexico and the Executive Committee would be revised when the Committee considered the second tranche of the KIP;

(viii) That the Government of Mexico would continue to monitor imports of large new market entrants in 2022 and would include any relevant information in the request for the second tranche;

(d) To request the Government of Mexico and UNIDO to develop, and to submit as part of a future tranche, a strategy to address HFCs in the sectors covered by the demonstration projects under of stage I of the KIP;

(e) To approve the first tranche of stage I of the KIP for Mexico, and the corresponding tranche implementation plan, in the amount of US $7,231,505, consisting of US $5,085,390, plus agency support costs of US $355,977, for UNIDO, US $1,433,738, plus agency support costs of US $100,362, for UNDP and US $227,795, plus agency support costs of US $28,243, for UNEP; and

(f) To request the Government of Mexico, UNIDO, UNDP, UNEP and the Secretariat to finalize the draft Agreement between the Government of Mexico and the Executive Committee for the reduction in consumption of HFCs, including the information contained in the annex referred to in subparagraph (a) above, and to submit it to a future meeting once the KIP Agreement template had been approved by the Executive Committee.

(UNEP/OzL.Pro/ExCom/93/105, Decision 93/68).
(Supporting document: UNEP/OzL.Pro/ExCom/93/105, Annex LII).

Annex LII

SCHEDULE OF HFC PHASE-DOWN COMMITMENTS AND FUNDING TRANCHES UNDER THE KIGALI HFC IMPLEMENTATION PLAN FOR MEXICO

Kigali HFC implementation plan (stage I)*

Row	Particulars	2023	2024	2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances (CO_2-eq tonnes)	n/a	76,982,664	76,982,664	76,982,664	76,982,664	76,982,664	69,284,397	n.a
1.2	Maximum allowable total consumption of Annex F substances (CO_2-eq tonnes)	n/a	76,982,664	76,982,664	76,982,664	76,982,664	76,982,664	69,284,397	n.a
2.1	Lead IA (UNIDO) agreed funding (US $)	5,085,390	0	3,789,551	0	3,692,764	0	1,593,351	14,161,056
2.2	Support costs for Lead IA (US $)	355,977	0	265,269	0	258,493	0	111,535	991,274
2.3	Cooperating IA (UNDP) agreed funding (US $)	1,433,738	0	2,053,265	0	1,206,050	0	63,541	4,756,594
2.4	Support costs for Cooperating IA (US $)	100,362	0	143,729	0	84,424	0	4,448	332,962
2.5	Cooperating IA (UNEP) agreed funding (US $)	227,795	0	227,795	0	233,091	0	26,476	715,157
2.6	Support costs for Cooperating IA (US $)	28,243	0	28,242	0	28,899	0	3,283	88,667
3.1	Total agreed funding (US $)	6,746,923	0	6,070,611	0	5,131,905	0	1,683,368	19,632,807
3.2	Total support costs (US $)	484,582	0	437,240	0	371,816	0	119,265	1,412,903
3.3	Total agreed costs (US $)	7,231,505	0	6,507,851	0	5,503,721	0	1,802,633	21,045,710

***** Noting that 70.96 mt (101,470 CO_2-eq tonnes) of HFC-134a and 5.91 mt (23,187 CO_2-eq tonnes) of R-404A from the conversion of commercial refrigeration manufacturing in two facilities in Imbera (US $1,018,123, plus agency support costs of US $71,268 for UNIDO, decision 81/64); 198 mt (283,140 CO_2-eq tonnes) of HFC-134a from the conversion of a domestic refrigeration manufacturing facility and a compressor manufacturing facility at Mabe (US $2,992,400, consisting of US $2,115,012, plus agency support costs of US $148,051 for UNDP and US $584,988, plus agency support cost of US $74,349 for the Government of Canada, decision 81/65); 5.18 mt (7,407 CO_2-eq tonnes) of HFC-134a from the conversion of the manufacturing of commercial refrigerators at Friocima (US $136,500, plus agency support costs of US $12,285 for UNDP, decision 92/35).

REPUBLIC OF MOLDOVA
KIP for Republic of Moldova

The Ninety-sixth Meeting of the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for the Republic of Moldova for the period 2025–2029, to reduce HFC consumption by 10 per cent of the country's baseline, in the amount of US $190,000, plus agency support costs of US $24,700, for UNEP;

(b) To note that, if the HFC consumption level for the Republic of Moldova for the year 2025 was above the Montreal Protocol control limits or the maximum allowable consumption in the Agreement between the Government of the Republic of Moldova and the Executive Committee, on the understanding that the Government of the Republic of Moldova would continue to make every effort to meet those control limits, the Secretariat would inform and seek guidance from the Executive Committee on the procedure to follow in light of decision XXXV/16;

(c) To approve the Agreement between the Government of the Republic of Moldova and the Executive Committee for the reduction in consumption of HFCs in accordance with stage I of the KIP, contained in annex XXVII to the present report; and

(d) To approve the first tranche of stage I of the KIP for the Republic of Moldova, and the corresponding tranche implementation plan, in the amount of US $95,500, plus agency support costs of US $12,415, for UNEP.

(UNEP/OzL.Pro/ExCom/96/66, Decision 96/44).
(Supporting document: UNEP/OzL.Pro/ExCom/96/66, annex XXVII).

Annex XXVII

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF MOLDOVA AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROFLUOROCARBONS IN ACCORDANCE WITH STAGE I OF THE KIGALI HFC IMPLEMENTATION PLAN

(Period: 2025–2029)

Purpose

1. This Agreement represents the understanding of the Government of the Republic of Moldova ("the Country") and the Executive Committee with respect to the reduction of controlled use of Annex F substances set out in Appendix 1-A ("The Substances") to a sustained level of 469,252 CO_2-equivalent (CO_2-eq) tonnes by 1 January 2029 in compliance with the Montreal Protocol schedule and the terms of this Agreement.

2. The Country agrees to meet the annual consumption limits of Annex F 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 Annex F 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 Annex F substances that exceeds the level defined in row 1.2 of Appendix 2-A as the final reduction step under this Agreement for Annex F substances specified in Appendix 1-A.

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 stage I of the Kigali HFC implementation plan ("the Plan") as approved. In accordance with subparagraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of Annex F substances 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.

Conditions for funding release

5. The Executive Committee will only provide the Funding, in accordance with the Funding Approval Schedule, when the Country satisfies the following conditions at least 10 weeks in advance of the applicable Executive Committee meeting set out in the Funding Approval Schedule:

(a) That the Country has met the Targets set out in row 1.2 of Appendix 2-A for all relevant years. Relevant years are all years since the year in which this Agreement was approved. Years for which there are no due country programme implementation reports at the date of the Executive Committee meeting at which the funding request is being presented are exempted;

(b) That the meeting of these Targets has been independently verified for all relevant years, unless the Executive Committee decided that such verification would not be required;

(c) That the Country had submitted a Tranche Implementation Report in accordance with Appendix 4-A ("Format of Tranche Implementation Reports and Plans") covering each previous calendar year; that it had achieved a significant level of implementation of

activities initiated with previously approved tranches; and that the rate of disbursement of funding available from the previously approved tranche was more than 20 per cent; and

(d) That the Country has submitted a Tranche Implementation Plan in accordance with Appendix 4-A covering each calendar year until and including the year for which the Funding Approval Schedule foresees the submission of the next tranche or, in case of the final tranche, until completion of all activities foreseen.

Monitoring

6. The Country will ensure that it conducts accurate monitoring of its activities under this Agreement. The institutions set out in Appendix 5-A ("Monitoring Institutions and Roles") will monitor and report on implementation of the activities in the previous Tranche Implementation Plans in accordance with their roles and responsibilities set out in the same appendix.

Flexibility in the reallocation of funds

7. The Executive Committee agrees that the Country may have the flexibility to reallocate part or all approved funds, according to the evolving circumstances, to achieve the smoothest reduction of consumption and phase-down of Annex F substances specified in Appendix 1-A, in accordance with the following considerations:

(a) Reallocations categorized as major changes must be documented in advance, either in a Tranche Implementation Plan as foreseen in subparagraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted 10 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 that would modify any clause of this Agreement;

(iii) Changes in the annual levels of funding allocated to the individual bilateral or implementing agencies for the different tranches;

(iv) Provision of funding for activities not included in the current endorsed Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 30 per cent of the total cost of the last approved tranche;

(v) Changes in alternative technologies, on the understanding that any submission for such a request would identify the associated incremental costs, the potential impact on the climate, and any differences in CO_2-eq tonnes to be phased down if applicable, as well as confirm that the Country agrees that potential savings related to the change of technology would accordingly decrease the overall funding level under this Agreement;

(b) Reallocations not categorized as major changes may be incorporated into the approved Tranche Implementation Plan, under implementation at the time, and reported to the Executive Committee in the subsequent Tranche Implementation Report; and

(c) Any remaining funds held by the bilateral or implementing agencies or the Country under the Plan will be returned to the Multilateral Fund upon completion of the last tranche foreseen under this Agreement.

8. Specific attention will be paid to the execution of activities in the refrigeration servicing sector included in the Plan, in particular that the Country may use the flexibility available under this Agreement to address specific needs that might arise during project implementation.

Bilateral and implementing agencies

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") 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 the Lead IA taking part in this Agreement.

10. The Lead IA will be responsible for ensuring coordinated planning, implementation and reporting of all activities under this Agreement, including but not limited to the independent verification as per subparagraph 5(b). The role of the Lead IA is contained in Appendix 6-A. The Executive Committee agrees, in principle, to provide the Lead IA with the fees set out in row 2.2 of Appendix 2-A.

Non-compliance with the Targets in the Agreement

11. Should the Country, for any reason, not meet the Targets for the elimination of Annex F 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 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 CO_2-eq 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 decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding 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 decisions 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 the information necessary to verify compliance with this Agreement.

Date of completion

14. The completion of the Plan 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 at that time there still be activities that are outstanding, and which were foreseen in the last Tranche Implementation Plan and its subsequent revisions as per subparagraph 5(d) and paragraph 7, the completion of the Plan will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per subparagraphs 1(a), 1(b), and 1(d) of Appendix 4-A will continue until the time of the completion of the Plan unless otherwise specified by the Executive Committee.

Validity

15. All 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 Agreement may be modified or terminated only by mutual written agreement of the Country and the Executive Committee of the Multilateral Fund.

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substances	Starting point for aggregate reductions in consumption
HFCs	n/a

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars		2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances	%	freeze	freeze	freeze	freeze	10	n/a
		CO_2-eq tonnes	521,391	521,391	521,391	521,391	469,252	n/a
1.2	Maximum allowable total consumption of Annex F substances	Reduction in %	0.0	0.0	0.0	0.0	10.0	n/a
		CO_2-eq tonnes	521,391	521,391	521,391	521,391	469,252	n/a
2.1	Lead IA (UNEP) agreed funding (US $)		95,500	0	94,500	0	0	190,000
2.2	Support costs for Lead IA (US $)		12,415	0	12,285	0	0	24,700
3.1	Total agreed funding (US $)		95,500	0	94,500	0	0	190,000
3.2	Total support costs (US $)		12,415	0	12,285	0	0	24,700
3.3	Total agreed costs (US $)		107,915	0	106,785	0	0	214,700

APPENDIX 3-A: FUNDING APPROVAL SCHEDULE

1. Funding for the future tranches will be considered for approval at the first meeting of the year specified in Appendix 2-A.

APPENDIX 4-A: FORMAT OF THE TRANCHE IMPLEMENTATION REPORTS AND PLANS

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

(a) A narrative report, with data provided by tranche, describing the progress achieved since the previous report, reflecting the situation of the Country in regard to phase-down of Annex F substances, how the different activities contribute to it, and how they relate to each other, including, where applicable, activities related to energy efficiency approved in the context of HFC phase-down pursuant to decision 91/65. The report should include the amount of Annex F substances consumption reduced as a direct result of the implementation of activities, by substance, the alternative technology used and the related phase in of alternatives, to allow the Secretariat to inform the Executive Committee on the resulting change in climate relevant emissions. The report should also include quantitative information on the activities implemented and further highlight the successes, experiences, and challenges related to the different activities included in the Plan, reflecting any changes in the circumstances in the Country, and providing other relevant information. The report

should also include information on and justification for any changes vis-à-vis the previously submitted Tranche Implementation Plan(s), such as delays, use of flexibility for the reallocation of funds during implementation of a tranche as provided for in paragraph 7 of this Agreement, or other changes;

(b) An independent verification report on the Plan's results and the consumption of Annex F substances, as per subparagraph 5(b) of the Agreement. If not decided otherwise by the Executive Committee, such a verification of consumption data must be provided with each tranche request, covering all relevant years for which a verification report has not yet been acknowledged by the Committee, as specified in subparagraph 5(a) of the Agreement;

(c) A written description of the activities to be undertaken during the period covered by the requested tranche including quantitative information, highlighting implementation milestones, the time of completion and the interdependence of the activities, and taking into account experiences made and progress achieved in the implementation of earlier tranches; the data in the Plan will be provided by calendar year. The description should 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 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 subparagraph 1(a) above; and

(d) An Executive Summary of about five paragraphs, summarizing the information contained in subparagraphs 1(a) to 1(c) above.

APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES

1. The Plan will be implemented by the Montreal Protocol Unit (MPU) of the National Office for the Implementation of Environmental Projects (ONIPM), subordinated to the Ministry of Environment of the Country, with support from the Lead IA as the sole implementing agency. The MPU will coordinate all project activities described in the Plan.

2. The Lead IA will apply the UN rules and regulations, and administrative procedures towards implementation of the Plan. It will use the national implementation modality based on legal instruments such as the small-scale funding agreements requiring regular progress and expenditure reporting to release subsequent payments. The Lead IA may engage consultants or procure goods and services as needed for the delivery of equipment and tools planned under the Plan. The Lead IA shall report progress and expenditures as part of the annual progress reporting to the Fund Secretariat.

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 Plan;

(b) Assisting the Country in the preparation of the Tranche Implementation Reports and Plans as per Appendix 4-A;

(c) Providing independent verification to the Executive Committee that the Targets have been met and associated tranche activities have been completed as indicated in the Tranche Implementation Plan, consistent with Appendix 4-A;

(d) Ensuring that the experiences and progress are reflected in the updates to the overall Plan

and in the future Tranche Implementation Plans, consistent with subparagraph 1(c) of Appendix 4-A;

(e) Fulfilling the reporting requirements of the Tranche Implementation Reports and Plans and of the overall Plan as specified in Appendix 4-A for submission to the Executive Committee;

(f) In the event that the last funding tranche is requested one or more years prior to the last year for which a consumption target had been established, annual Tranche Implementation Reports and, where applicable, verification reports on the current stage of the Plan should be submitted until all activities foreseen had been completed and HFC consumption targets had been met;

(g) Ensuring that appropriate independent technical experts carry out the technical reviews;

(h) Carrying out the required supervision missions;

(i) Ensuring the presence of an operating mechanism to allow for an effective and transparent implementation of the Tranche Implementation Plan and accurate data reporting;

(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, the allocation of the reductions to the different budget items and to the funding of the Lead IA;

(k) Ensuring that disbursements made to the Country are based on the use of the indicators;

(l) Providing assistance with the policy, management and technical support when required; and

(m) Timely releasing funds to the Country/participating enterprises for completing the activities related to the project.

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 Plan's results and of the consumption of Annex F substances mentioned in Appendix 1-A, as per subparagraph 5(b) of the Agreement and subparagraph 1(b) of Appendix 4-A.

APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY WITH THE TARGETS IN THE AGREEMENT

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US $7.00 per CO_2-eq 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, on the understanding that the maximum funding reduction would not exceed the funding level of the tranche being requested. Additional measures might be considered in cases where non-compliance extends for two consecutive years. Where the country has failed to comply with the Agreement due to illegal trade, the reduction in funding would not be applied if the illegally traded controlled substances are seized and subsequently confiscated, destroyed, exported, or returned to the country of origin.

KIP for Mongolia (Stage I)

At its **97th meeting**, the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Mongolia for the period from 2025 to 2029 to reduce HFC consumption by 10 per cent of the country's baseline, in the amount of US $152,550, consisting of US $116,500, plus agency support costs of US $15,145, for UNEP and US $18,500, plus agency support costs of US $2,405, for UNIDO;

(b) To note:

(i) That, as Mongolia had issued HFC import licenses totalling 83,036 CO_2-equivalent tonnes in 2025 under extraordinary circumstances, which might have led the party to exceed significantly its consumption limit under the Montreal Protocol, approval of stage I of the KIP for the country was on an exceptional basis, recognizing Mongolia as a party listed under decision XXXV/16, on addressing the impacts of the COVID-19 pandemic on HFC baseline consumption for certain parties, of the Thirty-Fifth Meeting of the Parties;

(ii) The commitment of Mongolia not to issue additional HFC import licenses in 2025 and to comply with its Montreal Protocol control limits in subsequent years;

(c) To approve the Agreement between the Government of Mongolia and the Executive Committee for the reduction in consumption of HFCs in accordance with stage I of the KIP, contained in annex LIV to the present report; and

(d) To approve the first tranche of stage I of the KIP for Mongolia, and the corresponding tranche implementation plan, in the amount of US $91,530, consisting of US $62,500, plus agency support costs of US $8,125, for UNEP and US $18,500, plus agency support costs of US $2,405, for UNIDO.

UNEP/OzL.Pro/ExCom/97/91: Decision 97/63 and Annex LIV

Annex LIV

AGREEMENT BETWEEN THE GOVERNMENT OF MONGOLIA AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROFLUOROCARBONS IN ACCORDANCE WITH STAGE I OF THE KIGALI HFC IMPLEMENTATION PLAN

(Period: 2025–2029)

Purpose

1. This Agreement represents the understanding of the Government of Mongolia ("the Country") and the Executive Committee with respect to the reduction of controlled use of Annex F substances set out in Appendix 1-A ("The Substances") to a sustained level of 51,578 CO_2-equivalent (CO_2-eq) tonnes by 1 January 2029 in compliance with the Montreal Protocol schedule and the terms of this Agreement.

2. The Country agrees to meet the annual consumption limits of Annex F 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 Annex F 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 Annex F substances that exceeds the level defined in row 1.2 of Appendix 2-A as the final reduction step under this Agreement for Annex F substances specified in Appendix 1-A, and in respect to any consumption of Annex F substances that exceeds the levels defined in row 4.1.3 (remaining consumption eligible for funding).

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 stage I of the Kigali HFC implementation plan ("the Plan") as approved. In accordance with subparagraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of Annex F substances 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.

Conditions for funding release

5. The Executive Committee will only provide the Funding, in accordance with the Funding Approval Schedule, when the Country satisfies the following conditions at least 10 weeks in advance of the applicable Executive Committee meeting set out in the Funding Approval Schedule:

(a) That the Country has met the Targets set out in row 1.2 of Appendix 2-A for all relevant years. Relevant years are all years since the year in which this Agreement was approved. Years for which there are no due country programme implementation reports at the date of the Executive Committee meeting at which the funding request is being presented are exempted;

(b) That the meeting of these Targets has been independently verified for all relevant years, unless the Executive Committee decided that such verification would not be required;

(c) That the Country had submitted a Tranche Implementation Report in accordance with Appendix 4-A ("Format of Tranche Implementation Reports and Plans") covering each previous calendar year; that it had achieved a significant level of implementation of

activities initiated with previously approved tranches; and that the rate of disbursement of funding available from the previously approved tranche was more than 20 per cent; and

(d) That the Country has submitted a Tranche Implementation Plan in accordance with Appendix 4-A covering each calendar year until and including the year for which the Funding Approval Schedule foresees the submission of the next tranche or, in case of the final tranche, until completion of all activities foreseen.

Monitoring

6. The Country will ensure that it conducts accurate monitoring of its activities under this Agreement. The institutions set out in Appendix 5-A ("Monitoring Institutions and Roles") will monitor and report on implementation of the activities in the previous Tranche Implementation Plans in accordance with their roles and responsibilities set out in the same appendix.

Flexibility in the reallocation of funds

7. The Executive Committee agrees that the Country may have the flexibility to reallocate part or all approved funds, according to the evolving circumstances, to achieve the smoothest reduction of consumption and phase-down of Annex F substances specified in Appendix 1-A, in accordance with the following considerations:

(a) Reallocations categorized as major changes must be documented in advance, either in a Tranche Implementation Plan as foreseen in subparagraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted 10 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 that would modify any clause of this Agreement;

(iii) Changes in the annual levels of funding allocated to the individual bilateral or implementing agencies for the different tranches;

(iv) Provision of funding for activities not included in the current endorsed Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 30 per cent of the total cost of the last approved tranche;

(v) Changes in alternative technologies, on the understanding that any submission for such a request would identify the associated incremental costs, the potential impact on the climate, and any differences in CO_2-eq tonnes to be phased down if applicable, as well as confirm that the Country agrees that potential savings related to the change of technology would accordingly decrease the overall funding level under this Agreement;

(b) Reallocations not categorized as major changes may be incorporated into the approved Tranche Implementation Plan, under implementation at the time, and reported to the Executive Committee in the subsequent Tranche Implementation Report;

(c) Any enterprise included in the Plan that would be found to be ineligible under the policies of the Multilateral Fund (i.e., due to foreign ownership or establishment after the applicable cut off date) would not receive financial assistance. This information would be reported as part of the Tranche Implementation Plan; and

(d) Any remaining funds held by the bilateral or implementing agencies or the Country under the Plan will be returned to the Multilateral Fund upon completion of the last tranche foreseen under this Agreement.

8. Specific attention will be paid to the execution of activities in the refrigeration servicing sector included in the Plan, in particular that the Country may use the flexibility available under this Agreement to address specific needs that might arise during project implementation.

Bilateral and implementing agencies

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 the Lead IA and/or the Cooperating IA taking part in this Agreement.

10. The Lead IA will be responsible for ensuring coordinated planning, implementation and reporting of all activities under this Agreement, including but not limited to the independent verification as per subparagraph 5(b). The Cooperating IA will support the Lead IA by implementing the Plan under the overall coordination of the Lead IA. The roles of the Lead IA and Cooperating IA are contained in Appendix 6-A and Appendix 6-B, respectively. 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.

Non-compliance with the Targets in the Agreement

11. Should the Country, for any reason, not meet the Targets for the elimination of Annex F 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 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 CO_2-eq 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 decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding 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 decisions 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 the information necessary to verify compliance with this Agreement.

Date of completion

14. The completion of the Plan 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 at that time there still be activities that are outstanding, and which were foreseen in

the last Tranche Implementation Plan and its subsequent revisions as per subparagraph 5(d) and paragraph 7, the completion of the Plan will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per subparagraphs 1(a), 1(b), and 1(d) of Appendix 4-A will continue until the time of the completion of the Plan unless otherwise specified by the Executive Committee.

Validity

15. All 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 Agreement may be modified or terminated only by mutual written agreement of the Country and the Executive Committee of the Multilateral Fund.

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substances	Starting point for aggregate reductions in consumption (CO_2-eq tonnes)
HFCs	n/a
HFCs contained in imported pre-blended polyols	1,165

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars		2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances	%	freeze	freeze	freeze	freeze	10	n/a
		CO_2-eq tonnes	57,309	57,309	57,309	57,309	51,578	n/a
1.2	Maximum allowable total consumption of Annex F substances	Reduction in %	0.0	0.0	0.0	0.0	10.0	n/a
		CO_2-eq tonnes	57,309	57,309	57,309	57,309	51,578	n/a
2.1	Lead IA (UNEP) agreed funding (US $)		62,500	0	54,000	0	0	116,500
2.2	Support costs for Lead IA (US $)		8,125	0	7,020	0	0	15,145
2.3	Cooperating IA (UNIDO) agreed funding (US $)		18,500	0	0	0	0	18,500
2.4	Support costs for Cooperating IA (US $)		2,405	0	0	0	0	2,405
3.1	Total agreed funding (US $)		81,000	0	54,000	0	0	135,000
3.2	Total support costs (US $)		10,530	0	7,020	0	0	17,550
3.3	Total agreed costs (US $)		91,530	0	61,020	0	0	152,550
4.1.1	Deduction of HFCs contained in imported pre-blended polyols under this Agreement (CO_2-eq tonnes)							0
4.1.2	Deduction of HFCs contained in imported pre-blended polyols from previously approved projects (CO_2-eq tonnes)							0
4.1.3	Remaining eligible consumption for HFCs contained in imported pre-blended polyols (CO_2-eq tonnes)							1,165

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 THE TRANCHE IMPLEMENTATION REPORTS AND PLANS

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

(a) A narrative report, with data provided by tranche, describing the progress achieved since the previous report, reflecting the situation of the Country in regard to phase-down of Annex F substances, how the different activities contribute to it, and how they relate to each other, including, where applicable, activities related to energy efficiency approved in the context of HFC phase-down pursuant to decision 91/65. The report should include the amount of Annex F substances consumption reduced as a direct result of the implementation of activities, by substance, the alternative technology used and the related phase in of alternatives, to allow the Secretariat to inform the Executive Committee on the resulting change in climate relevant emissions. The report should also include quantitative information on the activities implemented and further highlight the successes, experiences, and challenges related to the different activities included in the Plan, reflecting any changes in the circumstances in the Country, and providing other relevant information. The report should also include information on and justification for any changes vis-à-vis the previously submitted Tranche Implementation Plan(s), such as delays, use of flexibility for the reallocation of funds during implementation of a tranche as provided for in paragraph 7 of this Agreement, or other changes;

(b) An independent verification report on the Plan's results and the consumption of Annex F substances, as per subparagraph 5(b) of the Agreement. If not decided otherwise by the Executive Committee, such a verification of consumption data must be provided with each tranche request, covering all relevant years for which a verification report has not yet been acknowledged by the Committee, as specified in subparagraph 5(a) of the Agreement;

(c) A written description of the activities to be undertaken during the period covered by the requested tranche including quantitative information, highlighting implementation milestones, the time of completion and the interdependence of the activities, and taking into account experiences made and progress achieved in the implementation of earlier tranches; the data in the Plan will be provided by calendar year. The description should 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 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 subparagraph 1(a) above; and

(d) An Executive Summary of about five paragraphs, summarizing the information contained in subparagraphs 1(a) to 1(c) above.

APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES

1. The National Ozone Authority (NOA), under the Ministry of Environment and Climate Change in the Country, is responsible for monitoring the progress of implementation of activities in the Plan.

2. Monitoring will be conducted during the implementation of the Plan to ensure efficient and effective implementation; overall project coordination; stakeholder engagement and coordination; smooth implementation of activities planned under various tranches; delivery of trainings and other expected outcomes; and facilitation of the HFC consumption verification undertaken by the Lead IA.

3. The Ministry of Environment and Climate Change in the Country will be responsible for the sustainability of consumption reduction targets achieved through the Agreement.

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 Plan;

(b) Assisting the Country in the preparation of the Tranche Implementation Reports and Plans as per Appendix 4-A;

(c) Providing independent verification to the Executive Committee that the Targets have been met and associated tranche activities have been completed as indicated in the Tranche Implementation Plan, consistent with Appendix 4-A;

(d) Ensuring that the experiences and progress are reflected in the updates to the overall Plan and in the future Tranche Implementation Plans, consistent with subparagraph 1(c) of Appendix 4-A;

(e) Fulfilling the reporting requirements of the Tranche Implementation Reports and Plans and of the overall Plan as specified in Appendix 4-A for submission to the Executive Committee including the activities implemented by the Cooperating IA;

(f) In the event that the last funding tranche is requested one or more years prior to the last year for which a consumption target had been established, annual Tranche Implementation Reports and, where applicable, verification reports on the current stage of the Plan should be submitted until all activities foreseen had been completed and HFC consumption targets had been met;

(g) Ensuring that appropriate independent technical experts carry out the technical reviews;

(h) Carrying out the required supervision missions;

(i) Ensuring the presence of an operating mechanism to allow for an effective and transparent implementation of the Tranche Implementation Plan and accurate data reporting;

(j) Coordinating the activities of the Cooperating IA and ensuring the appropriate sequence of activities;

(k) In case of reductions in funding for failure to comply in accordance with paragraph 11 of the Agreement, to determine, in consultation with the Country and the Cooperating IA, the allocation of the reductions to the different budget items and to the funding of the Lead IA and Cooperating IA;

(l) Ensuring that disbursements made to the Country are based on the use of the indicators;

(m) Providing assistance with the policy, management and technical support when required;

(n) Reaching consensus with the Cooperating IA on any planning, coordination and reporting arrangements required to facilitate the implementation of the Plan; and

(o) Timely releasing funds to the Country/participating enterprises for completing the activities related to the project.

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 Plan's results and of the

consumption of Annex F substances mentioned in Appendix 1-A, as per subparagraph 5(b) of the Agreement and subparagraph 1(b) of Appendix 4-A.

APPENDIX 6-B: ROLE OF THE COOPERATING IMPLEMENTING AGENCIES

1. The Cooperating IA will be responsible for a range of activities. These activities are specified in the 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 referring to the Lead IA to ensure a coordinated sequence of activities;

(c) Providing reports to the Lead IA on these activities, for inclusion in the consolidated reports as per Appendix 4-A; and

(d) Reaching consensus with the Lead IA on any planning, coordination and reporting arrangements required to facilitate the implementation of the Plan.

APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY WITH THE TARGETS IN THE AGREEMENT

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US $7.00 per CO_2-eq 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, and that applied that the maximum funding reduction would not exceed the funding level of the tranche being requested. Additional measures might be considered in cases where non-compliance extends for two consecutive years. Where the Country has failed to comply with the Agreement due to illegal trade, the reduction in funding would not be applied if the illegally traded controlled substances are seized and subsequently confiscated, destroyed, exported, or returned to the country of origin.

UNEP/OzL.Pro/ExCom/97/91: Decision 97/63 and Annex LIV

MONTENEGRO
KIP for Montenegro

The Ninety-fourth Meeting of the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Montenegro for the period 2024–2029 to reduce HFC consumption by 10 per cent of the country's average HFC consumption in the baseline years (i.e. 19.43 per cent of the country's baseline) by 2029, in the amount of US $189,600, plus agency support costs of US $24,648, for UNIDO, as reflected in the schedule contained in annex XXXIX to the present report;

(b) To note the strong commitment of the Government of Montenegro to support reductions in HFC consumption in advance of the Montreal Protocol targets;

(c) To approve the first tranche of stage I of the KIP for Montenegro, and the corresponding tranche implementation plan, in the amount of US $115,050, plus agency support costs of US $14,956, for UNIDO; and

(d) To request the Government of Montenegro, UNIDO and the Secretariat to finalize the draft Agreement between the Government of Montenegro and the Executive Committee for the reduction in consumption of HFCs, including the information contained in the annex referred to in subparagraph (a) above, and to submit it to a future meeting once the KIP Agreement template had been approved by the Executive Committee.

(UNEP/OzL.Pro/ExCom/94/67, Decision 94/47).
(Supporting document: UNEP/OzL.Pro/ExCom/94/67, Annex XXXIX).

Annex XXXIX

SCHEDULE OF HFC PHASE-DOWN COMMITMENTS AND FUNDING TRANCHES UNDER THE KIGALI HFC IMPLEMENTATION PLAN FOR MONTENEGRO

Kigali HFC implementation plan (stage I)

Row	Particulars	2024	2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances (CO_2-eq tonnes)	155,854	155,854	155,854	155,854	155,854	140,269	n/a
1.2	Maximum allowable total consumption of Annex F substances (CO_2-eq tonnes)	155,854	136,739	133,949	131,158	128,368	125,577	n/a
2.1	Lead IA (UNIDO) agreed funding (US $)	115,050	0	0	74,550	0	0	189,600
2.2	Support costs for Lead IA (US $)	14,956	0	0	9,692	0	0	24,648
3.1	Total agreed funding (US $)	115,050	0	0	74,550	0	0	189,600
3.2	Total support costs (US $)	14,956	0	0	9,692	0	0	24,648
3.3	Total agreed costs (US $)	130,006	0	0	84,242	0	0	214,248

MOROCCO
KIP for Morocco

The Ninety-sixth Meeting of the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Morocco for the period 2025–2030, to reduce HFC consumption by 30 per cent of the country's baseline, in the amount of US $1,271,325, plus agency support costs of US $88,993, for UNIDO;

(b) To note that the Government of Morocco had submitted to the Ozone Secretariat a request to revise the HFC baseline, for consideration by the Implementation Committee;

(c) To note also:

(i) That, in line with decision 95/68, stage I of the KIP included an additional US $352,985, plus agency support costs of US $24,709, for UNIDO related to the project approved at the 95th meeting to phase out 25.65 metric tonnes (36,684 carbon dioxide-equivalent tonnes) of HFC-134a through the conversion of manufacturing lines at the enterprise Manar;

(ii) That the Government of Morocco would establish its starting point for sustained aggregate reductions in HFC consumption on the basis of guidance provided by the Executive Committee;

(iii) That, once the Executive Committee had provided the guidance referred to in subparagraph (c)(ii), above, reductions from the country's remaining HFC consumption eligible for funding would be determined in line with that guidance;

(iv) That the reductions from the country's remaining HFC consumption eligible for funding referred to in subparagraph (c)(iii), above, would be deducted from the starting point referred to in subparagraph (c)(ii), above;

(d) To approve the Agreement between the Government of Morocco and the Executive Committee for the reduction in consumption of HFCs in accordance with stage I of the KIP, contained in annex XXVI to the present report;

(e) To request the Fund Secretariat, in the event that the country's baseline was revised, to update Appendix 2-A of the Agreement relating to the HFC consumption limits under the Montreal Protocol and HFC agreement targets for stage I of the KIP to include the revised figures for maximum allowable consumption, for consideration by the Executive Committee at its 97th meeting;

(f) To request the Government of Morocco to submit stage II of the KIP in 2028 for consideration by the Executive Committee; and

(g) To approve the first tranche of stage I of the KIP for Morocco, and the corresponding tranche implementation plan, in the amount of US $537,350, plus agency support costs of US $37,614, for UNIDO.

(UNEP/OzL.Pro/ExCom/96/66, Decision 96/43).
(Supporting document: UNEP/OzL.Pro/ExCom/96/66, annex XXVI).

Annex XXVI

AGREEMENT BETWEEN THE GOVERNMENT OF MOROCCO AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROFLUOROCARBONS IN ACCORDANCE WITH STAGE I OF THE KIGALI HFC IMPLEMENTATION PLAN

(Period: 2025–2030)

Purpose

1. This Agreement represents the understanding of the Government of Morocco ("the Country") and the Executive Committee with respect to the reduction of controlled use of Annex F substances set out in Appendix 1-A ("The Substances") to a sustained level of 1,489,248 CO_2-equivalent (CO_2-eq) tonnes by 1 January 2030 in compliance with the Montreal Protocol schedule and the terms of this Agreement.

2. The Country agrees to meet the annual consumption limits of Annex F 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 Annex F 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 Annex F substances that exceeds the level defined in row 1.2 of Appendix 2-A as the final reduction step under this Agreement for Annex F substances specified in Appendix 1-A, and in respect to any consumption of Annex F substances that exceeds the level defined in row 4.1.3 (remaining consumption eligible for funding).

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 stage I of the Kigali HFC implementation plan ("the Plan") as approved. In accordance with subparagraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of Annex F substances 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.

Conditions for funding release

5. The Executive Committee will only provide the Funding, in accordance with the Funding Approval Schedule, when the Country satisfies the following conditions at least 10 weeks in advance of the applicable Executive Committee meeting set out in the Funding Approval Schedule:

(a) That the Country has met the Targets set out in row 1.2 of Appendix 2-A for all relevant years. Relevant years are all years since the year in which this Agreement was approved. Years for which there are no due country programme implementation reports at the date of the Executive Committee meeting at which the funding request is being presented are exempted;

(b) That the meeting of these Targets has been independently verified for all relevant years, unless the Executive Committee decided that such verification would not be required;

(c) That the Country had submitted a Tranche Implementation Report in accordance with Appendix 4-A ("Format of Tranche Implementation Reports and Plans") covering each previous calendar year; that it had achieved a significant level of implementation of activities initiated with previously approved tranches; and that the rate of disbursement of

funding available from the previously approved tranche was more than 20 per cent; and

(d) That the Country has submitted a Tranche Implementation Plan in accordance with Appendix 4-A covering each calendar year until and including the year for which the Funding Approval Schedule foresees the submission of the next tranche or, in case of the final tranche, until completion of all activities foreseen.

Monitoring

6. The Country will ensure that it conducts accurate monitoring of its activities under this Agreement. The institutions set out in Appendix 5-A ("Monitoring Institutions and Roles") will monitor and report on implementation of the activities in the previous Tranche Implementation Plans in accordance with their roles and responsibilities set out in the same appendix.

Flexibility in the reallocation of funds

7. The Executive Committee agrees that the Country may have the flexibility to reallocate part or all approved funds, according to the evolving circumstances, to achieve the smoothest reduction of consumption and phase-down of Annex F substances specified in Appendix 1-A, in accordance with the following considerations:

(a) Reallocations categorized as major changes must be documented in advance, either in a Tranche Implementation Plan as foreseen in subparagraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted 10 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 that would modify any clause of this Agreement;

(iii) Changes in the annual levels of funding allocated to the individual bilateral or implementing agencies for the different tranches;

(iv) Provision of funding for activities not included in the current endorsed Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 30 per cent of the total cost of the last approved tranche;

(v) Changes in alternative technologies, on the understanding that any submission for such a request would identify the associated incremental costs, the potential impact on the climate, and any differences in CO_2-eq tonnes to be phased down if applicable, as well as confirm that the Country agrees that potential savings related to the change of technology would accordingly decrease the overall funding level under this Agreement;

(b) Reallocations not categorized as major changes may be incorporated into the approved Tranche Implementation Plan, under implementation at the time, and reported to the Executive Committee in the subsequent Tranche Implementation Report;

(c) Any enterprise included in the Plan that would be found to be ineligible under the policies of the Multilateral Fund (i.e., due to foreign ownership or establishment after the applicable cut-off date) would not receive financial assistance. This information would be reported as part of the Tranche Implementation Plan; and

(d) Any remaining funds held by the bilateral or implementing agencies or the Country under

the Plan will be returned to the Multilateral Fund upon completion of the last tranche foreseen under this Agreement.

8. Specific attention will be paid to the execution of activities in the refrigeration servicing sector included in the Plan, in particular that the Country may use the flexibility available under this Agreement to address specific needs that might arise during project implementation.

Bilateral and implementing agencies

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 and sole 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 the Lead IA taking part in this Agreement.

10. The Lead IA will be responsible for ensuring coordinated planning, implementation and reporting of all activities under this Agreement, including but not limited to the independent verification as per subparagraph 5(b). The role of the Lead IA is contained in Appendix 6-A. The Executive Committee agrees, in principle, to provide the Lead IA with the fees set out in row 2.2 of Appendix 2-A.

Non-compliance with the Targets in the Agreement

11. Should the Country, for any reason, not meet the Targets for the elimination of Annex F 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 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 CO_2-eq 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 decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding 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 decisions that may affect the funding of any other consumption sector projects or any other related activities in the Country.

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

Date of completion

14. The completion of the Plan 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 at that time there still be activities that are outstanding, and which were foreseen in the last Tranche Implementation Plan and its subsequent revisions as per subparagraph 5(d) and paragraph 7, the completion of the Plan will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per subparagraphs 1(a), 1(b), and 1(d) of Appendix 4-A will continue until the time of the completion of the Plan unless otherwise specified by the Executive Committee.

Validity

15. All 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 Agreement may be modified or terminated only by mutual written agreement of the Country and the Executive Committee of the Multilateral Fund.

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substances	Starting point for aggregate reductions in consumption (CO_2-eq tonnes)
HFCs	To be determined (TBD)

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars		2024*	2025	2026	2027	2028	2029	2030	Total
1.1	Montreal Protocol reduction schedule of Annex F substances	%	freeze	freeze	freeze	freeze	freeze	10	10	n/a
		CO_2-eq tonnes	2,134,520	2,134,520	2,134,520	2,134,520	2,134,520	1,921,068	1,921,068	n/a
1.2	Maximum allowable total consumption of Annex F substances	Reduction in %	0.0	0.0	0.0	0.0	0.0	10.0	30.0	n/a
		CO_2-eq tonnes	2,134,520	2,134,520	2,134,520	2,134,520	2,134,520	1,921,068	1,489,248	n/a
2.1	Lead IA (UNIDO) agreed funding (US $)		352,985	537,350	0	598,125	0	0	135,850	1,624,310
2.2	Support costs for Lead IA (US $)		24,709	37,614	0	41,869	0	0	9,510	113,702
3.1	Total agreed funding (US $)		352,985	537,350	0	598,125	0	0	135,850	1,624,310
3.2	Total support cost (US $)		24,709	37,614	0	41,869	0	0	9,510	113,702
3.3	Total agreed cost (US $)		377,694	574,964	0	639,994	0	0	145,360	1,738,012
4.1.1	Deduction of HFCs agreed under this Agreement (CO_2-eq tonnes)									608,588
4.1.2	Deduction of HFCs from previously approved projects (CO_2-eq tonnes)									*36,684
4.1.3	Remaining eligible consumption for HFCs (CO_2-eq tonnes)									TBD

* Conversion of the manufacturing of domestic refrigeration equipment at one enterprise (decision 95/68).

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 THE TRANCHE IMPLEMENTATION REPORTS AND PLANS

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

(a) A narrative report, with data provided by tranche, describing the progress achieved since the previous report, reflecting the situation of the Country in regard to phase-down of Annex F substances, how the different activities contribute to it, and how they relate to

each other, including, where applicable, activities related to energy efficiency approved in the context of HFC phase down pursuant to decision 91/65. The report should include the amount of Annex F substances consumption reduced as a direct result of the implementation of activities, by substance, the alternative technology used and the related phase in of alternatives, to allow the Secretariat to inform the Executive Committee on the resulting change in climate relevant emissions. The report should also include quantitative information on the activities implemented and further highlight the successes, experiences, and challenges related to the different activities included in the Plan, reflecting any changes in the circumstances in the Country, and providing other relevant information. The report should also include information on and justification for any changes vis-à-vis the previously submitted Tranche Implementation Plan(s), such as delays, use of flexibility for the reallocation of funds during implementation of a tranche as provided for in paragraph 7 of this Agreement, or other changes;

(b) An independent verification report on the Plan's results and the consumption of Annex F substances, as per subparagraph 5(b) of the Agreement. If not decided otherwise by the Executive Committee, such a verification of consumption data must be provided with each tranche request, covering all relevant years for which a verification report has not yet been acknowledged by the Committee, as specified in subparagraph 5(a) of the Agreement;

(c) A written description of the activities to be undertaken during the period covered by the requested tranche including quantitative information, highlighting implementation milestones, the time of completion and the interdependence of the activities, and taking into account experiences made and progress achieved in the implementation of earlier tranches; the data in the Plan will be provided by calendar year. The description should 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 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 subparagraph 1(a) above; and

(d) An Executive Summary of about five paragraphs, summarizing the information contained in subparagraphs 1(a) to 1(c) above.

APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES

1. The national ozone unit (NOU) under the Ministry of Industry and Trade will monitor the effectiveness of implementing of the different components under the Plan, including monitoring compliance with phase-down levels and the impact of all of the activities against the set objectives and goals.

2. The NOU, in close cooperation and coordination with other local stakeholders and support of the Lead IA, will play a key role in monitoring the Plan implementation. The NOU will undertake monitoring, reporting and record keeping on:

(a) HFC import/export, including data collection from local importers;

(b) HFC use of different sectors; including data collection from manufacturers and surveys conducted by the project management unit;

(c) Amount of recovered, recycled, unwanted quantities of HFC;

(d) Regular update on projects' deliverables as per targeted milestones;

(e) Plans, progress reports and completion reports of components and projects; and

(f) Information on HFC-based equipment, banks and status of its operation and retirement.

3. The verification will, in addition to other tasks, also cover the reports generated regarding achievements under the Plan implementation.

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 Plan;

(b) Assisting the Country in the preparation of the Tranche Implementation Reports and Plans as per Appendix 4-A;

(c) Providing independent verification to the Executive Committee that the Targets have been met, and associated tranche activities have been completed as indicated in the Tranche Implementation Plan, consistent with Appendix 4-A;

(d) Ensuring that the experiences and progress are reflected in the updates to the overall Plan and in the future Tranche Implementation Plans, consistent with subparagraph 1(c) of Appendix 4-A;

(e) Fulfilling the reporting requirements of the Tranche Implementation Reports and Plans and of the overall Plan as specified in Appendix 4-A for submission to the Executive Committee;

(f) In the event that the last funding tranche is requested one or more years prior to the last year for which a consumption target had been established, annual Tranche Implementation Reports and, where applicable, verification reports on the current stage of the Plan should be submitted until all activities foreseen had been completed and HFC consumption targets had been met;

(g) Ensuring that appropriate independent technical experts carry out the technical reviews;

(h) Carrying out the required supervision missions;

(i) Ensuring the presence of an operating mechanism to allow for an effective and transparent implementation of the Tranche Implementation Plan and accurate data reporting;

(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, the allocation of the reductions to the different budget items and to the funding of the Lead IA;

(k) Ensuring that disbursements made to the Country are based on the use of the indicators;

(l) Providing assistance with the policy, management and technical support when required; and

(m) Timely releasing funds to the Country/participating enterprises for completing the activities related to the project.

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 Plan's results and of the

consumption of Annex F substances mentioned in Appendix 1-A, as per subparagraph 5(b) of the Agreement and subparagraph 1(b) of Appendix 4-A.

APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY WITH THE TARGETS IN THE AGREEMENT

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US $5.04 per CO_2-eq 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, on the understanding that the maximum funding reduction would not exceed the funding level of the tranche being requested. Additional measures might be considered in cases where non-compliance extends for two consecutive years. Where the country has failed to comply with the Agreement due to illegal trade, the reduction in funding would not be applied if the illegally traded controlled substances are seized and subsequently confiscated, destroyed, exported, or returned to the country of origin.

MOZAMBIQUE
KIP for Mozambique

The Ninety-fourth Meeting of the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Mozambique for the period 2024–2030 to reduce HFC consumption by 10 per cent of the country's baseline by 2029, in the amount of US $367,250, consisting of US $207,000, plus agency support costs of US $26,910, for UNEP and US $118,000, plus agency support costs of US $15,340, for UNDP, as reflected in the schedule contained in annex XL to the present report;

(b) To note that, upon completion of the demonstration project in the air-conditioning sector included in stage I of the KIP, UNDP would submit a final report on its implementation, including the HFC phase-out and energy-efficiency gains achieved, in line with decision 92/36(g);

(c) To note also:

(i) That the Government of Mozambique would continue to monitor its HFC consumption to understand the extent to which consumption reported in baseline years was representative of the local market's needs and assess what future HFC demand would be, and that it would provide that analysis when submitting the second tranche of the KIP;

(ii) That, on the basis of the information provided in subparagraph (c)(i) above, the maximum allowable consumption limits for the remaining years of stage I of the KIP, as contained in Appendix 2-A to the future Agreement between the Government of Mozambique and the Executive Committee, would be revised, if appropriate, when the Committee considered the second tranche of the KIP;

(d) To approve the first tranche of stage I of the KIP for Mozambique, and the corresponding tranche implementation plan, in the amount of US $191,535, consisting of US $83,500, plus agency support costs of US $10,855, for UNEP and US $86,000, plus agency support costs of US $11,180, for UNDP; and

(e) To request the Government of Mozambique, UNEP, UNDP and the Secretariat to finalize the draft Agreement between the Government of Mozambique and the Executive Committee for the reduction in consumption of HFCs, including the information contained in the annex referred to in subparagraph (a) above, and to submit it to a future meeting once the KIP Agreement template had been approved by the Executive Committee.

(UNEP/OzL.Pro/ExCom/94/67, Decision 94/48).
(Supporting document: UNEP/OzL.Pro/ExCom/94/67, Annex XL).

Annex XL

SCHEDULE OF HFC COMMITMENTS AND FUNDING TRANCHES UNDER THE KIGALI HFC IMPLEMENTATION PLAN FOR MOZAMBIQUE

Kigali HFC implementation plan (stage I)

Row	Particulars	2024	2025	2026	2027	2028	2029	2030	Total
1.1	Montreal Protocol reduction schedule of Annex F substances (CO_2-eq tonnes)	655,255	655,255	655,255	655,255	655,255	589,730	589,730	n/a
1.2	Maximum allowable total consumption of Annex F substances (CO_2-eq tonnes)	655,255	655,255	655,255	655,255	655,255	589,730	589,730	n/a
2.1	Lead IA (UNEP) agreed funding (US $)	83,500	0	81,500	0	0	0	42,000	207,000
2.2	Support costs for Lead IA (US $)	10,855	0	10,595	0	0	0	5,460	26,910
2.3	Cooperating IA (UNDP) agreed funding (US $)	86,000	0	6,000	0	0	0	26,000	118,000
2.4	Support costs for Cooperating IA (US $)	11,180	0	780	0	0	0	3,380	15,340
3.1	Total agreed funding (US $)	169,500	0	87,500	0	0	0	68,000	325,000
3.2	Total support costs (US $)	22,035	0	11,375	0	0	0	8,840	42,250
3.3	Total agreed costs (US $)	191,535	0	98,875	0	0	0	76,840	367,250

NICARAGUA
KIP for Nicaragua

The Ninety-third Meeting of the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Nicaragua for the period 2023–2030 to reduce, by 2029, HFC consumption by 10 per cent of the country's baseline, in the amount of US $367,250, consisting of US $225,000, plus agency support costs of US $29,250, for UNIDO and US $100,000, plus agency support costs of US $13,000, for UNEP, as reflected in the schedule contained in annex LIII to the present report;

(b) To approve the first tranche of stage I of the KIP for Nicaragua, and the corresponding tranche implementation plan, in the amount of US $224,870, consisting of US $159,000, plus agency support costs of US $20,670, for UNIDO and US $40,000, plus agency support costs of US $5,200, for UNEP; and

(c) To request the Government of Nicaragua, UNIDO, UNEP and the Secretariat to finalize the draft Agreement between the Government of Nicaragua and the Executive Committee for the reduction in consumption of HFCs, including the information contained in the annex referred to in subparagraph (a) above, and to submit it to a future meeting once the KIP Agreement template had been approved by the Executive Committee.

(UNEP/OzL.Pro/ExCom/93/105, Decision 93/69).
(Supporting document: UNEP/OzL.Pro/ExCom/93/105, Annex LIII).

Annex LIII

SCHEDULE OF HFC PHASE-DOWN COMMITMENTS AND FUNDING TRANCHES UNDER THE KIGALI HFC IMPLEMENTATION PLAN FOR NICARAGUA

Kigali HFC implementation plan (stage I)

Row	Particulars	2023	2024	2025	2026	2027	2028	2029	2030	Total
1.1	Montreal Protocol reduction schedule of Annex F (CO_2-eq tonnes)	n/a	582,513	582,513	582,513	582,513	582,513	524,262	524,262	n/a
1.2	Maximum allowable total consumption of Annex F (CO_2-eq tonnes)	n/a	582,513	582,513	582,513	582,513	582,513	524,262	524,262	n/a
2.1	Lead IA (UNIDO) agreed funding (US $)	159,000	0	0	41,000	0	0	0	25,000	225,000
2.2	Support costs for Lead IA (US $)	20,670	0	0	5,330	0	0	0	3,250	29,250
2.3	Cooperating IA (UNEP) agreed funding (US $)	40,000	0	0	47,500	0	0	0	12,500	100,000
2.4	Support costs for Cooperating IA (US $)	5,200	0	0	6,175	0	0	0	1,625	13,000
3.1	Total agreed funding (US $)	199,000	0	0	88,500	0	0	0	37,500	325,000
3.2	Total support costs (US $)	25,870	0	0	11,505	0	0	0	4,875	42,250
3.3	Total agreed costs (US $)	224,870	0	0	100,005	0	0	0	42,375	367,250

KIP for the Niger (Stage I)

At its **93rd meeting**, the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for the Niger for the period 2023–2030 to reduce, by 2029, HFC consumption by 10 per cent of the country's average HFC consumption in the baseline years (i.e. 35.2 per cent of the country's baseline), in the amount of US $488,160, consisting of US $317,000, plus agency support costs of US $41,210, for UNIDO and US $115,000, plus agency support costs of US $14,950, for UNEP, as reflected in the schedule contained in annex LIV to the present report;

(b) To note that, upon completion of the end-user technology demonstration project included in stage I of the KIP, UNIDO would submit a final report on the implementation of the project, including the HFC phase-out and energy-efficiency gains achieved, in line with subparagraph (g) of decision 92/36;

(c) To approve the first tranche of stage I of the KIP for the Niger, and the corresponding tranche implementation plan, in the amount of US $169,500, consisting of US $115,000, plus agency support costs of US $14,950, for UNIDO and US $35,000, plus agency support costs of US $4,550, for UNEP, noting that, in line with subparagraph (b) of decision 91/58, the following portion of the approval had been transferred in advance to the implementing agencies at the 91st meeting: US $80,000, plus agency support costs of US $7,200, to UNIDO and US $20,000, plus agency support costs of US $2,600, to UNEP; and

(d) To request the Government of the Niger, UNIDO, UNEP and the Secretariat to finalize the draft Agreement between the Government of the Niger and the Executive Committee for the reduction in consumption of HFCs, including the information contained in the annex referred to in subparagraph (a) above, and to submit it to a future meeting once the KIP Agreement template had been approved by the Executive Committee.

UNEP/OzL.Pro/ExCom/93/105: Decision 93/70 and Annex LIV

At its **97th meeting**, the Executive Committee decided to approve the Agreement between the Government of the Niger and the Executive Committee for the reduction in consumption of HFCs in accordance with stage I of the Kigali HFC implementation plan, as contained in annex XXXVI to the present report.

UNEP/OzL.Pro/ExCom/97/91: Decision 97/35(b)(i) and Annex XXXVI

Annex XXXVI

AGREEMENT BETWEEN THE GOVERNMENT OF THE NIGER AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROFLUOROCARBONS IN ACCORDANCE WITH STAGE I OF THE KIGALI HFC IMPLEMENTATION PLAN

(Period: 2023–2030)

Purpose

1. This Agreement represents the understanding of the Government of the Niger ("the Country") and the Executive Committee with respect to the reduction of controlled use of Annex F substances set out in Appendix 1-A ("The Substances") to a sustained level of 792,662 CO_2-equivalent (CO_2-eq) tonnes by 1 January 2029 in compliance with the Montreal Protocol schedule and the terms of this Agreement.

2. The Country agrees to meet the annual consumption limits of Annex F 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 Annex F 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 Annex F substances that exceeds the level defined in row 1.2 of Appendix 2-A as the final reduction step under this Agreement for Annex F substances specified in Appendix 1-A.

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 stage I of the Kigali HFC implementation plan ("the Plan") as approved. In accordance with subparagraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of Annex F substances 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.

Conditions for funding release

5. The Executive Committee will only provide the Funding, in accordance with the Funding Approval Schedule, when the Country satisfies the following conditions at least 10 weeks in advance of the applicable Executive Committee meeting set out in the Funding Approval Schedule:

(a) That the Country has met the Targets set out in row 1.2 of Appendix 2-A for all relevant years. Relevant years are all years since the year in which this Agreement was approved. Years for which there are no due country programme implementation reports at the date of the Executive Committee meeting at which the funding request is being presented are exempted;

(b) That the meeting of these Targets has been independently verified for all relevant years, unless the Executive Committee decided that such verification would not be required;

(c) That the Country had submitted a Tranche Implementation Report in accordance with Appendix 4-A ("Format of Tranche Implementation Reports and Plans") covering each previous calendar year; that it had achieved a significant level of implementation of

activities initiated with previously approved tranches; and that the rate of disbursement of funding available from the previously approved tranche was more than 20 per cent; and

(d) That the Country has submitted a Tranche Implementation Plan in accordance with Appendix 4-A covering each calendar year until and including the year for which the Funding Approval Schedule foresees the submission of the next tranche or, in case of the final tranche, until completion of all activities foreseen.

Monitoring

6. The Country will ensure that it conducts accurate monitoring of its activities under this Agreement. The institutions set out in Appendix 5-A ("Monitoring Institutions and Roles") will monitor and report on implementation of the activities in the previous Tranche Implementation Plans in accordance with their roles and responsibilities set out in the same appendix.

Flexibility in the reallocation of funds

7. The Executive Committee agrees that the Country may have the flexibility to reallocate part or all approved funds, according to the evolving circumstances, to achieve the smoothest reduction of consumption and phase-down of Annex F substances specified in Appendix 1-A, in accordance with the following considerations:

(a) Reallocations categorized as major changes must be documented in advance, either in a Tranche Implementation Plan as foreseen in subparagraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted 10 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 that would modify any clause of this Agreement;

(iii) Changes in the annual levels of funding allocated to the individual bilateral or implementing agencies for the different tranches;

(iv) Provision of funding for activities not included in the current endorsed Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 30 per cent of the total cost of the last approved tranche;

(v) Changes in alternative technologies, on the understanding that any submission for such a request would identify the associated incremental costs, the potential impact on the climate, and any differences in CO_2-eq tonnes to be phased down if applicable, as well as confirm that the Country agrees that potential savings related to the change of technology would accordingly decrease the overall funding level under this Agreement;

(b) Reallocations not categorized as major changes may be incorporated into the approved Tranche Implementation Plan, under implementation at the time, and reported to the Executive Committee in the subsequent Tranche Implementation Report; and

(c) Any remaining funds held by the bilateral or implementing agencies or the Country under the Plan will be returned to the Multilateral Fund upon completion of the last tranche foreseen under this Agreement.

8. Specific attention will be paid to the execution of activities in the refrigeration servicing sector included in the Plan, in particular that the Country may use the flexibility available under this Agreement to address specific needs that might arise during project implementation.

Bilateral and implementing agencies

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 the Lead IA and/or the Cooperating IA taking part in this Agreement.

10. The Lead IA will be responsible for ensuring coordinated planning, implementation and reporting of all activities under this Agreement, including but not limited to the independent verification as per subparagraph 5(b). The Cooperating IA will support the Lead IA by implementing the Plan under the overall coordination of the Lead IA. The roles of the Lead IA and the Cooperating IA are contained in Appendix 6-A and Appendix 6-B, respectively. 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.

Non-compliance with the Targets in the Agreement

11. Should the Country, for any reason, not meet the Targets for the elimination of Annex F 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 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 CO_2-eq 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 decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding 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 decisions 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.

Date of completion

14. The completion of the Plan 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 at that time there still be activities that are outstanding, and which were foreseen in the last Tranche Implementation Plan and its subsequent revisions as per subparagraph 5(d) and paragraph 7, the completion of the Plan will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per subparagraphs 1(a), 1(b),

and 1(d) of Appendix 4-A will continue until the time of the completion of the Plan unless otherwise specified by the Executive Committee.

Validity

15. All 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 Agreement may be modified or terminated only by mutual written agreement of the Country and the Executive Committee of the Multilateral Fund.

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substances	Starting point for aggregate reductions in consumption (CO_2-eq tonnes)
HFCs	n/a

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars		2023	2024	2025	2026	2027	2028	2029	2030	Total
1.1	Montreal Protocol reduction schedule of Annex F substances	Reduction in %	n/a	freeze	freeze	freeze	freeze	freeze	10	10	n/a
		CO_2-eq tonnes	n/a	1,222,358	1,222,358	1,222,358	1,222,358	1,222,358	1,100,122	1,100,122	n/a
1.2	Maximum allowable total consumption of Annex F substances	Reduction in %	n/a	23.5	25.4	27.4	29.3	31.3	35.2	35.2	n/a
		CO_2-eq tonnes	n/a	935,450	911,652	887,506	864,056	840,258	792,662	792,662	n/a
2.1	Lead IA (UNIDO) agreed funding (US $)		115,000	0	94,500	0	69,500	0	0	38,000	317,000
2.2	Support costs for Lead IA (US $)		14,950	0	12,285	0	9,035	0	0	4,940	41,210
2.3	Cooperating IA (UNEP) agreed funding (US $)		35,000	0	35,000	0	40,000	0	0	5,000	115,000
2.4	Support costs for Cooperating IA (US $)		4,550	0	4,550	0	5,200	0	0	650	14,950
3.1	Total agreed funding (US $)		*150,000	0	129,500	0	109,500	0	0	43,000	432,000
3.2	Total support costs (US $)		19,500	0	16,835	0	14,235	0	0	5,590	56,160
3.3	Total agreed costs (US $)		169,500	0	146,335	0	123,735	0	0	48,590	488,160

* Includes US $100,000 advanced at the 91st meeting (decision 91/58).

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 THE TRANCHE IMPLEMENTATION REPORTS AND PLANS

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

(a) A narrative report, with data provided by tranche, describing the progress achieved since the previous report, reflecting the situation of the Country in regard to phase-down of Annex F substances, how the different activities contribute to it, and how they relate to each other, including, where applicable, activities related to energy efficiency approved in the context of HFC phase-down pursuant to decision 91/65. The report should include the amount of Annex F substances consumption reduced as a direct result of the implementation of activities, by substance, the alternative technology used and the related phase-in of alternatives, to allow the Secretariat to inform the Executive Committee on the resulting change in climate-relevant emissions. The report should also include quantitative information on the activities implemented and further highlight the successes, experiences, and challenges related to the different activities included in the Plan, reflecting any changes in the circumstances in the Country, and providing other relevant information. The report should also include information on and justification for any changes vis-à-vis the previously submitted Tranche Implementation Plan(s), such as delays, use of flexibility for the reallocation of funds during implementation of a tranche as provided for in paragraph 7 of this Agreement, or other changes;

(b) An independent verification report on the Plan's results and the consumption of Annex F substances, as per subparagraph 5(b) of the Agreement. If not decided otherwise by the Executive Committee, such a verification of consumption data must be provided with each tranche request, covering all relevant years for which a verification report has not yet been acknowledged by the Committee, as specified in subparagraph 5(a) of the Agreement;

(c) A written description of the activities to be undertaken during the period covered by the requested tranche including quantitative information, highlighting implementation milestones, the time of completion and the interdependence of the activities, and taking into account experiences made and progress achieved in the implementation of earlier tranches; the data in the Plan will be provided by calendar year. The description should 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 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 subparagraph 1(a) above; and

(d) An Executive Summary of about five paragraphs, summarizing the information contained in subparagraphs 1(a) to 1(c) above.

APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES

1. The national ozone unit, under the Ministry of Environment, Water and Sanitation in the Country, is responsible for monitoring the progress of implementation of activities in the Plan.

2. The monitoring will be conducted during the implementation of the Plan to ensure efficient and effective implementation; overall project coordination; stakeholder engagement and coordination; smooth implementation of activities planned under various tranches; delivery of trainings and other expected outcomes; and facilitation of the HFC consumption verification undertaken by the Lead IA.

3. The Ministry of Environment, Water and Sanitation will be responsible for the sustainability of consumption reduction targets achieved through the Agreement.

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 Plan;

(b) Assisting the Country in the preparation of the Tranche Implementation Reports and Plans as per Appendix 4-A;

(c) Providing independent verification to the Executive Committee that the Targets have been met and associated tranche activities have been completed as indicated in the Tranche Implementation Plan, consistent with Appendix 4-A;

(d) Ensuring that the experiences and progress are reflected in the updates to the overall Plan and in the future Tranche Implementation Plans, consistent with subparagraph 1(c) of Appendix 4-A;

(e) Fulfilling the reporting requirements of the Tranche Implementation Reports and Plans and of the overall Plan as specified in Appendix 4-A for submission to the Executive Committee, including the activities implemented by the Cooperating IA;

(f) In the event that the last funding tranche is requested one or more years prior to the last year for which a consumption target had been established, annual Tranche Implementation Reports and, where applicable, verification reports on the current stage of the Plan should be submitted until all activities foreseen had been completed and HFC consumption targets had been met;

(g) Ensuring that appropriate independent technical experts carry out the technical reviews;

(h) Carrying out the required supervision missions;

(i) Ensuring the presence of an operating mechanism to allow for an effective and transparent implementation of the Tranche Implementation Plan and accurate data reporting;

(j) Coordinating the activities of the Cooperating IA and ensuring the appropriate sequence of activities;

(k) In case of reductions in funding for failure to comply in accordance with paragraph 11 of the Agreement, to determine, in consultation with the Country and the Cooperating IA, the allocation of the reductions to the different budget items and to the funding of the Lead IA and each Cooperating IA;

(l) Ensuring that disbursements made to the Country are based on the use of the indicators;

(m) Providing assistance with the policy, management and technical support when required;

(n) Reaching consensus with the Cooperating IA on any planning, coordination and reporting arrangements required to facilitate the implementation of the Plan; and

(o) Timely releasing funds to the Country/participating enterprises for completing the activities related to the project.

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 Plan's results and of the

consumption of Annex F substances mentioned in Appendix 1-A, as per subparagraph 5(b) of the Agreement and subparagraph 1(b) of Appendix 4-A.

APPENDIX 6-B: ROLE OF THE COOPERATING IMPLEMENTING AGENCIES

1. The Cooperating IA will be responsible for a range of activities. These activities are specified in the 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 referring to the Lead IA to ensure a coordinated sequence of activities;

(c) Providing reports to the Lead IA on these activities, for inclusion in the consolidated reports as per Appendix 4-A; and

(d) Reaching consensus with the Lead IA on any planning, coordination and reporting arrangements required to facilitate the implementation of the Plan.

APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY WITH THE TARGETS IN THE AGREEMENT

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US $7.00 per CO_2-eq 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, on the understanding that the maximum funding reduction would not exceed the funding level of the tranche being requested. Additional measures might be considered in cases where non-compliance extends for two consecutive years. Where the Country has failed to comply with the Agreement due to illegal trade, the reduction in funding would not be applied if the illegally traded controlled substances are seized and subsequently confiscated, destroyed, exported, or returned to the country of origin.

UNEP/OzL.Pro/ExCom/97/91: Decision 97/35(b)(i) and Annex XXXVI

NIGERIA
KIP for Nigeria

The Ninety-fifth Meeting of the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Nigeria for the period 2024-2029 to reduce HFC consumption by 10.13 per cent of the country's baseline by 2029, in the amount of US $4,602,466, consisting of US $3,250,523, plus agency support costs of US $227,537, for UNDP, US $705,510, plus agency support cost of US $49,386, for UNIDO and US $327,000, plus agency support costs of US $42,510, for UNEP, as reflected in the schedule contained in annex XLIV to the present report;

(b) To note:

(i) That the Government of Nigeria had submitted a request for revision of its HFC baseline to the Ozone Secretariat and would provide, as required, additional information to the Implementation Committee under the Non-Compliance Procedure for the Montreal Protocol at its 74th meeting, for the purpose of consideration of the request;

(ii) That the country's compliance with the maximum allowable consumption established for the year 2024 would be considered at the 97th meeting, once the Implementation Committee and the Thirty-Seventh Meeting of the Parties had considered the request for revision of the HFC baseline;

(c) To request UNDP and the Government of Nigeria, in the event that the country's HFC baseline was revised, to submit an updated project proposal for stage I of the KIP for consideration by the Executive Committee;

(d) To note:

(i) That the Government of Nigeria would establish its starting point for sustained aggregate reductions in HFC consumption on the basis of guidance provided by the Executive Committee;

(ii) That, once the cost guidelines for HFC phase-down had been agreed by the Executive Committee, reductions from the country's remaining HFC consumption eligible for funding would be determined in line with those guidelines;

(iii) That the reductions from the country's remaining HFC consumption eligible for funding referred to in subparagraph (d)(ii) above would be deducted from the starting point referred to in subparagraph (d)(i);

(iv) That the Government of Nigeria would continue to monitor its HFC consumption to understand the extent to which reported consumption in baseline years was representative of the local market's needs and to assess what future HFC demand would be, and would provide that analysis when submitting the second tranche of the KIP;

(v) That, on the basis of the information provided in subparagraph (d)(iv) above, the maximum allowable consumption limits for the remaining years of stage I of the KIP, as contained in Appendix 2-A of the future Agreement between the Government of Nigeria and the Executive Committee, would be revised, if appropriate, when the Committee considered the second tranche of the KIP; and

(vi) That upon completion of the end-user pilot project included in stage I of the KIP, UNDP would submit a final report on the implementation of the present project, including the HFC phase-out and the energy efficiency gains achieved, in line with decision 92/36(g);

(e) To approve the first tranche of stage I of the KIP for Nigeria, and the corresponding implementation plan, in the amount of US $2,937,893, consisting of US $1,902,050, plus agency support costs of US $133,144, for UNDP, US $705,510, plus agency support costs of US $49,386, for UNIDO and US $130,800, plus agency support costs of US $17,004, for UNEP; and

(f) To request the Government of Nigeria, UNDP, UNIDO, UNEP and the Secretariat to finalize the draft Agreement between the Government of Nigeria and the Executive Committee for the reduction in consumption of HFCs, including the information contained in the annex referred to in subparagraph (a) above, and to submit it to a future meeting once the KIP Agreement template had been approved by the Executive Committee.

(UNEP/OzL.Pro/ExCom/95/94, Decision 95/69).
(Supporting document: UNEP/OzL.Pro/ExCom/95/94 Annex XLIV).

Annex XLIV

SCHEDULE OF HFC PHASE-DOWN COMMITMENTS AND FUNDING TRANCHES UNDER THE KIGALI HFC IMPLEMENTATION PLAN FOR NIGERIA

Kigali HFC implementation plan (stage I)

Row	Particulars	2024	2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances (CO_2-eq tonnes)	15,187,779	15,187,779	15,187,779	15,187,779	15,187,779	13,669,001	n/a
1.2	Maximum allowable total consumption of Annex F substances (CO_2-eq tonnes)	15,187,779	15,187,779	15,187,779	15,187,779	15,187,779	13,649,151	n/a
2.1	Lead IA (UNDP) agreed funding (US $)	1,902,050	0	0	973,370	0	375,103	3,250,523
2.2	Support costs for Lead IA (US $)	133,144	0	0	68,136	0	26,257	227,537
2.3	Cooperating IA (UNIDO) agreed funding (US $)	705,510	0	0		0		705,510
2.4	Support costs for Cooperating IA (US $)	49,386	0	0		0		49,386
2.5	Cooperating IA (UNEP) agreed funding (US $)	130,800	0	0	130,800	0	65,400	327,000
2.6	Support costs for Cooperating IA (US $)	17,004	0	0	17,004	0	8,502	42,510
3.1	Total agreed funding (US $)	2,738,360	0	0	1,104,170	0	440,503	4,283,033
3.2	Total support costs (US $)	199,534	0	0	85,140	0	34,759	319,433
3.3	Total agreed costs (US $)	2,937,894	0	0	1,189,310	0	475,262	4,602,466

NORTH MACEDONIA
KIP for North Macedonia

The Ninety-third Meeting of the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for North Macedonia for the period 2023–2029 to reduce, by 2029, HFC consumption by 10 per cent of its average HFC consumption in the baseline years (i.e. 18.7 per cent of the country's baseline), in the amount of US $216,000, plus agency support costs of US $28,080, for UNIDO, as reflected in the schedule contained in annex LV to the present report;

(b) To note:

(i) That the Government of North Macedonia would establish its starting point for sustained aggregate reductions in HFC consumption on the basis of guidance provided by the Executive Committee;

(ii) That, once the cost guidelines for HFC phase-down had been agreed by the Executive Committee, the reductions from the country's remaining HFC consumption eligible for funding would be determined in accordance with those guidelines;

(iii) That the reductions from the country's remaining HFC consumption eligible for funding referred to in subparagraph (b)(ii) above would be deducted from the starting point referred to in subparagraph (b)(i) above;

(iv) That, during implementation of stage I of the KIP, the Government of North Macedonia would be allowed on an exceptional basis to submit a project to phase out the consumption of HFC-152a in the extruded polystyrene foam manufacturing sector;

(c) To approve the first tranche of stage I of the KIP for North Macedonia, and the corresponding tranche implementation plan, in the amount of US $103,555, plus agency support costs of US $13,462, for UNIDO; and

(d) To request the Government of North Macedonia, UNIDO and the Secretariat to finalize the draft Agreement between the Government of North Macedonia and the Executive Committee for the reduction in consumption of HFCs, including the information contained in the annex referred to in subparagraph (a) above, and to submit it to a future meeting once the KIP Agreement template had been approved by the Executive Committee.

(UNEP/OzL.Pro/ExCom/93/105, Decision 93/71).
(Supporting document: UNEP/OzL.Pro/ExCom/93/105, Annex LV).

Annex LV

SCHEDULE OF HFC PHASE-DOWN COMMITMENTS AND FUNDING TRANCHES UNDER THE KIGALI HFC IMPLEMENTATION PLAN FOR NORTH MACEDONIA

Kigali HFC implementation plan (stage I)

Row	Particulars	2023	2024	2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances (CO_2-eq tonnes)	n/a	397,842	397,842	397,842	397,842	397,842	358,058	n/a
1.2	Maximum allowable total consumption of Annex F substances (CO_2-eq tonnes)	n/a	378,557	368,915	359,272	359,272	359,272	323,345	n/a
2.1	Lead IA (UNIDO) agreed funding (US $)	103,555	0	0	90,445	0	22,000	0	216,000
2.2	Support costs for Lead IA (US $)	13,462	0	0	11,758	0	2,860	0	28,080
3.1	Total agreed funding (US $)	103,555	0	0	90,445	0	22,000	0	216,000
3.2	Total support costs (US $)	13,462	0	0	11,758	0	2,860	0	28,080
3.3	Total agreed costs (US $)	117,017	0	0	102,203	0	24,860	0	244,080

PACIFIC ISLAND COUNTRIES
KIP for Pacific island countries

The Ninety-fifth Meeting of the Executive Committee decided:

(a) To approve, in principle, stage I of the regional Kigali HFC implementation plan (KIP) for the Cook Islands, Kiribati, the Marshall Islands, Federated States of Micronesia, Nauru, Niue, Palau, Samoa, Solomon Islands, Tonga, Tuvalu and Vanuatu (the Pacific island countries), for the period 2024-2029 to reduce HFC consumption by 18.12 per cent of the regional baseline by 2029, in the amount of US $1,841,900, consisting of US $1,242,000, plus agency support costs of US $161,460, for UNEP and US $388,000, plus agency support costs of US $50,440, for the Government of Australia, as reflected in the schedule contained in annex XLV to the present report;

(b) To approve the first tranche of stage I of the KIP for Pacific island countries, and the corresponding tranche implementation plan, in the amount of US $1,105,140, consisting of US $683,000, plus agency support costs of US $88,790, for UNEP and US $295,000, plus agency support costs of US $38,350, for the Government of Australia;

(c) To note that upon completion of the end-user demonstration project included in stage I of the KIP, UNEP would submit a final report on the implementation of this project, including the HFC phase-out and energy efficiency gains achieved, in line with decision 92/36(g); and

(d) To request the Governments of the Pacific island countries, UNEP, the Government of Australia and the Secretariat to finalize the draft Agreement between the Governments of the Pacific island countries and the Executive Committee for the reduction in consumption of HFCs, including the information contained in the annex referred to in subparagraph (a) above, and to submit it to a future meeting once the KIP Agreement template has been approved by the Executive Committee.

(UNEP/OzL.Pro/ExCom/95/94, Decision 95/70.
(Supporting document: UNEP/OzL.Pro/ExCom/95/94 Annex XLV).

Annex XLV

SCHEDULE OF HFC PHASE-DOWN COMMITMENTS AND FUNDING TRANCHES UNDER THE KIGALI HFC IMPLEMENTATION PLAN FOR THE PACIFIC ISLAND COUNTRIES

Kigali HFC implementation plan (stage I)

Row	Particulars	2024	2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances (CO_2-eq tonnes)	171,271	171,271	171,271	171,271	171,271	154,143	n/a
1.2	Maximum allowable total consumption of Annex F substances (CO_2-eq tonnes)	171,271	171,271	150,146	150,416	150,146	140,239	n/a
2.1	Lead IA (UNEP) agreed funding (US $)	683,000	0	0	559,000	0	0	1,242,000
2.2	Support costs for Lead IA (US $)	88,790	0	0	72,670	0	0	161,460
2.3	Cooperating IA (the Government of Australia) agreed funding (US $)	295,000	0	0	93,000	0	0	388,000
2.4	Support costs for Cooperating IA (US $)	38,350	0	0	12,090	0	0	50,440
3.1	Total agreed funding (US $)	978,000	0	0	652,000	0	0	1,630,000
3.2	Total support costs (US $)	127,140	0	0	84,760	0	0	211,900
3.3	Total agreed costs (US $)	1,105,140	0	0	736,760	0	0	1,841,900

THE COOK ISLANDS

Kigali HFC implementation plan (stage I)

Row	Particulars	2024	2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances (CO_2-eq tonnes)	6,461	6,461	6,461	6,461	6,461	5,814	n/a
1.2	Maximum allowable total consumption of Annex F substances (CO_2-eq tonnes)	6,461	6,461	6,461	6,461	6,461	5,814	n/a
2.1	Lead IA (UNEP) agreed funding (US $)	23,250	0	0	44,250	0	0	67,500
2.2	Support costs for Lead IA (US $)	3,023	0	0	5,752	0	0	8,775
2.3	Cooperating IA (the Government of Australia) agreed funding (US $)	0	0	0	0	0	0	0
2.4	Support costs for Cooperating IA (US $)	0	0	0	0	0	0	0
3.1	Total agreed funding (US $)	23,250	0	0	44,250	0	0	67,500
3.2	Total support costs (US $)	3,023	0	0	5,752	0	0	8,775
3.3	Total agreed costs (US $)	26,273	0	0	50,002	0	0	76,275

KIRIBATI

Kigali HFC implementation plan (stage I)

Row	Particulars	2024	2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances (CO_2-eq tonnes)	8,176	8,176	8,176	8,176	8,176	7,358	n/a
1.2	Maximum allowable total consumption of Annex F substances (CO_2-eq tonnes)	8,176	8,176	8,176	8,176	8,176	7,358	n/a
2.1	Lead IA (UNEP) agreed funding (US $)	15,000	0	0	11,000	0	0	26,000
2.2	Support costs for Lead IA (US $)	1,950	0	0	1,430	0	0	3,380
2.3	Cooperating IA (the Government of Australia) agreed funding (US $)	0	0	0	0	0	0	0
2.4	Support costs for Cooperating IA (US $)	0	0	0	0	0	0	0
3.1	Total agreed funding (US $)	15,000	0	0	11,000	0	0	26,000
3.2	Total support costs (US $)	1,950	0	0	1,430	0	0	3,380
3.3	Total agreed costs (US $)	16,950	0	0	12,430	0	0	29,380

THE MARSHALL ISLANDS

Kigali HFC implementation plan (stage I)

Row	Particulars	2024	2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances (CO_2-eq tonnes)	10,824	10,824	10,824	10,824	10,824	9,742	n/a
1.2	Maximum allowable total consumption of Annex F substances (CO_2-eq tonnes)	10,824	10,824	10,824	10,824	10,824	9,742	n/a
2.1	Lead IA (UNEP) agreed funding (US $)	11,750	0	0	7,750	0	0	19,500
2.2	Support costs for Lead IA (US $)	1,527	0	0	1,008	0	0	2,535
2.3	Cooperating IA (the Government of Australia) agreed funding (US $)	0	0	0	0	0	0	0
2.4	Support costs for Cooperating IA (US $)	0	0	0	0	0	0	0
3.1	Total agreed funding (US $)	11,750	0	0	7,750	0	0	19,500
3.2	Total support costs (US $)	1,527	0	0	1,008	0	0	2,535
3.3	Total agreed costs (US $)	13,277	0	0	8,758	0	0	22,035

THE FEDERATED STATES OF MICRONESIA

Kigali HFC implementation plan (stage I)

Row	Particulars	2024	2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances (CO_2-eq tonnes)	13,600	13,600	13,600	13,600	13,600	12,240	n/a
1.2	Maximum allowable total consumption of Annex F substances (CO_2-eq tonnes)	13,600	13,600	13,600	13,600	13,600	12,240	n/a
2.1	Lead IA (UNEP) agreed funding (US $)	63,500	0	0	27,500	0	0	91,000
2.2	Support costs for Lead IA (US $)	8,255	0	0	3,575	0	0	11,830
2.3	Cooperating IA (the Government of Australia) agreed funding (US $)	0	0	0	0	0	0	0
2.4	Support costs for Cooperating IA (US $)	0	0	0	0	0	0	0
3.1	Total agreed funding (US $)	63,500	0	0	27,500	0	0	91,000
3.2	Total support costs (US $)	8,255	0	0	3,575	0	0	11,830
3.3	Total agreed costs (US $)	71,755	0	0	31,075	0	0	102,830

NAURU

Kigali HFC implementation plan (stage I)

Row	Particulars	2024	2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances (CO_2-eq tonnes)	1,204	1,204	1,204	1,204	1,204	1,084	n/a
1.2	Maximum allowable total consumption of Annex F substances (CO_2-eq tonnes)	1,204	1,204	1,204	1,204	1,204	1,084	n/a
2.1	Lead IA (UNEP) agreed funding (US $)	10,500	0	0	6,500	0	0	17,000
2.2	Support costs for Lead IA (US $)	1,365	0	0	845	0	0	2,210
2.3	Cooperating IA (the Government of Australia) agreed funding (US $)	0	0	0	0	0	0	0
2.4	Support costs for Cooperating IA (US $)	0	0	0	0	0	0	0
3.1	Total agreed funding (US $)	10,500	0	0	6,500	0	0	17,000
3.2	Total support costs (US $)	1,365	0	0	845	0	0	2,210
3.3	Total agreed costs (US $)	11,865	0	0	7,345	0	0	19,210

NIUE

Kigali HFC implementation plan (stage I)

Row	Particulars	2024	2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances (CO_2-eq tonnes)	201	201	201	201	201	181	n/a
1.2	Maximum allowable total consumption of Annex F substances (CO_2-eq tonnes)	201	201	201	201	201	181	n/a
2.1	Lead IA (UNEP) agreed funding (US $)	9,250	0	0	5,250	0	0	14,500
2.2	Support costs for Lead IA (US $)	1,202	0	0	683	0	0	1,885
2.3	Cooperating IA (the Government of Australia) agreed funding (US $)	0	0	0	0	0	0	0
2.4	Support costs for Cooperating IA (US $)	0	0	0	0	0	0	0
3.1	Total agreed funding (US $)	9,250	0	0	5,250	0	0	14,500
3.2	Total support costs (US $)	1,202	0	0	683	0	0	1,885
3.3	Total agreed costs (US $)	10,452	0	0	5,933	0	0	16,385

PALAU

Kigali HFC implementation plan (stage I)

Row	Particulars	2024	2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances (CO_2-eq tonnes)	10,368	10,368	10,368	10,368	10,368	9,331	n/a
1.2	Maximum allowable total consumption of Annex F substances (CO_2-eq tonnes)	10,368	10,368	10,368	10,368	10,368	9,331	n/a
2.1	Lead IA (UNEP) agreed funding (US $)	57,500	0	0	46,500	0	0	104,000
2.2	Support costs for Lead IA (US $)	7,475	0	0	6,045	0	0	13,520
2.3	Cooperating IA (the Government of Australia) agreed funding (US $)	0	0	0	0	0	0	0
2.4	Support costs for Cooperating IA (US $)	0	0	0	0	0	0	0
3.1	Total agreed funding (US $)	57,500	0	0	46,500	0	0	104,000
3.2	Total support costs (US $)	7,475	0	0	6,045	0	0	13,520
3.3	Total agreed costs (US $)	64,975	0	0	52,545	0	0	117,520

SAMOA

Kigali HFC implementation plan (stage I)

Row	Particulars	2024	2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances (CO_2-eq tonnes)	20,557	20,557	20,557	20,557	20,557	18,501	n/a
1.2	Maximum allowable total consumption of Annex F substances (CO_2-eq tonnes)	20,557	20,557	20,557	20,557	20,557	18,501	n/a
2.1	Lead IA (UNEP) agreed funding (US $)	66,000	0	0	58,000	0	0	124,000
2.2	Support costs for Lead IA (US $)	8,580	0	0	7,540	0	0	16,120
2.3	Cooperating IA (the Government of Australia) agreed funding (US $)	0	0	0	0	0	0	0
2.4	Support costs for Cooperating IA (US $)	0	0	0	0	0	0	0
3.1	Total agreed funding (US $)	66,000	0	0	58,000	0	0	124,000
3.2	Total support costs (US $)	8,580	0	0	7,540	0	0	16,120
3.3	Total agreed costs (US $)	74,580	0	0	65,540	0	0	140,120

SOLOMON ISLANDS

Kigali HFC implementation plan (stage I)

Row	Particulars	2024	2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances (CO_2-eq tonnes)	69,516	69,516	69,516	69,516	69,516	62,565	n/a
1.2	Maximum allowable total consumption of Annex F substances (CO_2-eq tonnes)	69,516	69,516	48,661	48,661	48,661	48,661	n/a
2.1	Lead IA (UNEP) agreed funding (US $)	74,125	0	0	66,125	0	0	140,250
2.2	Support costs for Lead IA (US $)	9,637	0	0	8,596	0	0	18,233
2.3	Cooperating IA (the Government of Australia) agreed funding (US $)	0	0	0	0	0	0	0
2.4	Support costs for Cooperating IA (US $)	0	0	0	0	0	0	0
3.1	Total agreed funding (US $)	74,125	0	0	66,125	0	0	140,250
3.2	Total support costs (US $)	9,637	0	0	8,596	0	0	18,233
3.3	Total agreed costs (US $)	83,762	0	0	74,721	0	0	158,483

TONGA

Kigali HFC implementation plan (stage I)

Row	Particulars	2024	2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances (CO_2-eq tonnes)	7,676	7,676	7,676	7,676	7,676	6,908	n/a
1.2	Maximum allowable total consumption of Annex F substances (CO_2-eq tonnes)	7,676	7,676	7,676	7,676	7,676	6,908	n/a
2.1	Lead IA (UNEP) agreed funding (US $)	60,750	0	0	49,750	0	0	110,500
2.2	Support costs for Lead IA (US $)	7,898	0	0	6,467	0	0	14,365
2.3	Cooperating IA (the Government of Australia) agreed funding (US $)	0	0	0	0	0	0	0
2.4	Support costs for Cooperating IA (US $)	0	0	0	0	0	0	0
3.1	Total agreed funding (US $)	60,750	0	0	49,750	0	0	110,500
3.2	Total support costs (US $)	7,898	0	0	6,467	0	0	14,365
3.3	Total agreed costs (US $)	68,648	0	0	56,217	0	0	124,865

TUVALU

Kigali HFC implementation plan (stage I)

Row	Particulars	2024	2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances (CO_2-eq tonnes)	2,206	2,206	2,206	2,206	2,206	1,985	n/a
1.2	Maximum allowable total consumption of Annex F substances (CO_2-eq tonnes)	2,206	2,206	2,206	2,206	2,206	1,985	n/a
2.1	Lead IA (UNEP) agreed funding (US $)	12,250	0	0	8,250	0	0	20,500
2.2	Support costs for Lead IA (US $)	1,592	0	0	1,073	0	0	2,665
2.3	Cooperating IA (the Government of Australia) agreed funding (US $)	0	0	0	0	0	0	0
2.4	Support costs for Cooperating IA (US $)	0	0	0	0	0	0	0
3.1	Total agreed funding (US $)	12,250	0	0	8,250	0	0	20,500
3.2	Total support costs (US $)	1,592	0	0	1,073	0	0	2,665
3.3	Total agreed costs (US $)	13,842	0	0	9,323	0	0	23,165

VANUATU

Kigali HFC implementation plan (stage I)

Row	Particulars	2024	2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances (CO_2-eq tonnes)	20,482	20,482	20,482	20,482	20,482	18,434	n/a
1.2	Maximum allowable total consumption of Annex F substances (CO_2-eq tonnes)	20,482	20,482	20,482	20,482	20,482	18,434	n/a
2.1	Lead IA (UNEP) agreed funding (US $)	31,625	0	0	52,625	0	0	84,250
2.2	Support costs for Lead IA (US $)	4,112	0	0	6,841	0	0	10,953
2.3	Cooperating IA (the Government of Australia) agreed funding (US $)	0	0	0	0	0	0	0
2.4	Support costs for Cooperating IA (US $)	0	0	0	0	0	0	0
3.1	Total agreed funding (US $)	31,625	0	0	52,625	0	0	84,250
3.2	Total support costs (US $)	4,112	0	0	6,841	0	0	10,953
3.3	Total agreed costs (US $)	35,737	0	0	59,466	0	0	95,203

PANAMA
KIP for Panama

The Ninety-third Meeting of the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Panama for the period 2023–2029 to reduce, by 2029, HFC consumption by 10 per cent of the country's baseline, in the amount of US $662,200, plus agency support costs of US $46,354, for UNDP, as reflected in the schedule contained in annex LVI to the present report;

(b) To note:

(i) That the Government of Panama would establish its starting point for sustained aggregate reductions in HFC consumption on the basis of guidance provided by the Executive Committee;

(ii) That, once the cost guidelines for HFC phase-down had been agreed by the Executive Committee, the reductions from the country's remaining HFC consumption eligible for funding would be determined in accordance with those guidelines;

(iii) That the reductions from the country's remaining HFC consumption eligible for funding referred to in subparagraph (b)(ii) above would be deducted from the starting point referred to in subparagraph (b)(i) above;

(iv) That, upon completion of the end-user technology demonstration projects in the commercial refrigeration sector included in stage I of the KIP, UNDP would submit a final report on the implementation of the projects, including the HFC phase-out and energy-efficiency gains achieved, in line with subparagraph (g) of decision 92/36;

(c) To note also:

(i) That the Government of Panama would continue to monitor its HFC consumption to understand the extent to which reported consumption in baseline years was representative of the local market's needs and to assess what future HFC demand would be, and would provide that analysis when submitting the second tranche of the KIP;

(ii) That, on the basis of the information provided in subparagraph (c)(i) above, the maximum allowable consumption limits for the remaining years of stage I of the KIP, as contained in Appendix 2-A to the future Agreement between the Government of Panama and the Executive Committee would be revised when the Committee considered the second tranche of the KIP;

(d) To approve the first tranche of stage I of the KIP for Panama, and the corresponding tranche implementation plan, in the amount of US $331,100, plus agency support costs of US $23,177, for UNDP; and

(e) To request the Government of Panama, UNDP and the Secretariat to finalize the draft Agreement between the Government of Panama and the Executive Committee for the reduction in consumption of HFCs, including the information contained in the annex referred to in subparagraph (a) above, and to submit it to a future meeting once the KIP Agreement template had been approved by the Executive Committee.

(UNEP/OzL.Pro/ExCom/93/105, Decision 93/72).
(Supporting document: UNEP/OzL.Pro/ExCom/93/105, Annex LVI).

Annex LVI

SCHEDULE OF HFC PHASE-DOWN COMMITMENTS AND FUNDING TRANCHES UNDER THE KIGALI HFC IMPLEMENTATION PLAN FOR PANAMA

Kigali HFC implementation plan (stage I)

Row	Particulars	2023	2024	2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances (CO_2-eq tonnes)	n/a	2,543,386	2,543,386	2,543,386	2,543,386	2,543,386	2,289,047	n/a
1.2	Maximum allowable total consumption of Annex F substances (CO_2-eq tonnes)	n/a	2,543,386	2,543,386	2,543,386	2,543,386	2,543,386	2,289,047	n/a
2.1	Lead IA (UNDP) agreed funding (US $)	331,100	0	0	264,880	0	0	66,220	662,200
2.2	Support costs for Lead IA (US $)	23,177	0	0	18,542	0	0	4,635	46,354
3.1	Total agreed funding (US $)	331,100	0	0	264,880	0	0	66,220	662,200
3.2	Total support costs (US $)	23,177	0	0	18,542	0	0	4,635	46,354
3.3	Total agreed costs (US $)	354,277	0	0	283,422	0	0	70,855	708,554

PARAGUAY
KIP for Paraguay

The Ninety-fourth Meeting of the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Paraguay for the period 2024–2029 to reduce HFC consumption by 10 per cent of the country's baseline by 2029, in the amount of US $471,350, plus agency support costs of US $32,995, for UNDP, as reflected in the schedule contained in annex XLI to the present report;

(b) To note:

(i) That the Government of Paraguay would establish its starting point for sustained aggregate reductions in HFC consumption based on the guidance provided by the Executive Committee;

(ii) That, once the cost guidelines for HFC phase-down had been agreed by the Executive Committee, reductions from the country's remaining HFC consumption eligible for funding would be determined in line with those guidelines;

(iii) That the reductions from the country's remaining HFC consumption eligible for funding, referred to in subparagraph (b)(ii) above, would be deducted from the starting point referred to in subparagraph (b)(i);

(iv) That upon completion of the end-user technology demonstration project in the commercial refrigeration sector included in stage I of the KIP, UNDP would submit a final report on the implementation of the project, including the HFC phase-out and energy-efficiency gains achieved, in line with decision 92/36(g);

(c) To note also:

(i) That the Government of Paraguay would continue to monitor HFC consumption to understand the extent to which consumption reported in baseline years was representative of the local market's needs and assess what future HFC demand would be, and that it would provide that analysis when submitting the second tranche of the KIP;

(ii) That, on the basis of the information provided in subparagraph (c)(i) above, the maximum allowable consumption limits for the remaining years of stage I of the KIP, as contained in Appendix 2-A to the future Agreement between the Government of Paraguay and the Executive Committee, would be revised, if appropriate, when the Committee considered the second tranche of the KIP;

(d) To approve the first tranche of stage I of the KIP for Paraguay, and the corresponding tranche implementation plan, in the amount of US $235,675, plus agency support costs of US $16,497, for UNDP; and

(e) To request the Government of Paraguay, UNDP and the Secretariat to finalize the draft Agreement between the Government of Paraguay and the Executive Committee for the reduction in consumption of HFCs, including the information contained in the annex referred to in subparagraph (a) above, and to submit it to a future meeting once the KIP Agreement template had been approved by the Executive Committee.

(UNEP/OzL.Pro/ExCom/94/67, Decision 94/49).
(Supporting document: UNEP/OzL.Pro/ExCom/94/67, Annex XLI).

Annex XLI

SCHEDULE OF HFC PHASE-DOWN COMMITMENTS AND FUNDING TRANCHES UNDER THE KIGALI HFC IMPLEMENTATION PLAN FOR PARAGUAY

Kigali HFC implementation plan (stage I)

Row	Particulars	2024	2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances (CO_2-eq tonnes)	1,684,582	1,684,582	1,684,582	1,684,582	1,684,582	1,516,124	n/a
1.2	Maximum allowable total consumption of Annex F substances (CO_2-eq tonnes)	1,684,582	1,684,582	1,684,582	1,684,582	1,684,582	1,516,124	n/a
2.1	Lead IA (UNDP) agreed funding (US $)	235,675	0	0	188,540	0	47,135	471,350
2.2	Support costs for Lead IA (US $)	16,497	0	0	13,198	0	3,300	32,995
3.1	Total agreed funding (US $)	235,675	0	0	188,540	0	47,135	471,350
3.2	Total support costs (US $)	16,497	0	0	13,198	0	3,300	32,995
3.3	Total agreed costs (US $)	252,172	0	0	201,738	0	50,435	504,345

PERU
KIP for Peru

The Ninety-third Meeting of the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Peru for the period 2023–2029 to reduce, by 2029, HFC consumption by 10 per cent of the country's baseline, in the amount of US $628,998, plus agency support costs of US $44,030, for UNDP, as reflected in the schedule contained in annex LVII to the present report;

(b) To note:

(i) That the Government of Peru would establish its starting point for sustained aggregate reductions in HFC consumption on the basis of guidance provided by the Executive Committee;

(ii) That, once the cost guidelines for HFC phase-down had been agreed by the Executive Committee, the reductions from the country's remaining HFC consumption eligible for funding would be determined in accordance with those guidelines;

(iii) That the reductions from the country's remaining HFC consumption eligible for funding referred to in subparagraph (b)(ii) above would be deducted from the starting point referred to in subparagraph (b)(i) above;

(iv) That a project to phase out HFCs contained in imported pre-blended polyols in the polyurethane foam sector in Peru would be subject to the decision taken by the Committee on whether it would fund the phase-out of HFCs contained in imported pre-blended polyols;

(v) That, upon completion of the end-user technology demonstration project in the commercial refrigeration sector included in stage I of the KIP, UNDP would submit a final report on the implementation of the project, including the HFC phase-out and energy-efficiency gains achieved, in line with subparagraph (g) of decision 92/36;

(c) To note also:

(i) That the Government of Peru would continue to monitor its HFC consumption to understand the extent to which reported consumption in the baseline years was representative of the local market's needs and to assess what future HFC demand would be, and would provide that analysis when submitting the second tranche of its KIP;

(ii) That, on the basis of the information provided in subparagraph (c)(i) above, the maximum allowable consumption limits for the remaining years of stage I of the KIP, as contained in Appendix 2-A to the country's future Agreement with the Executive Committee would be revised when the Committee considered the second tranche of the KIP;

(d) To approve the first tranche of stage I of the KIP for Peru, and the corresponding tranche implementation plan, in the amount of US $283,140, plus agency support costs of US $19,820, for UNDP; and

(e) To request the Government of Peru, UNDP and the Secretariat to finalize the draft

Agreement between the Government of Peru and the Executive Committee for the reduction in consumption of HFCs, including the information contained in the annex referred to in subparagraph (a) above, and to submit it to a future meeting once the KIP Agreement template had been approved by the Executive Committee.

(UNEP/OzL.Pro/ExCom/93/105, Decision 93/73).
(Supporting document: UNEP/OzL.Pro/ExCom/93/105, Annex LVII).

Annex LVII

SCHEDULE OF HFC PHASE-DOWN COMMITMENTS AND FUNDING TRANCHES UNDER THE KIGALI HFC IMPLEMENTATION PLAN FOR PERU

Kigali HFC implementation plan (stage I)

Row	Particulars	2023	2024	2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances (CO_2-eq tonnes)	n/a	2,735,721	2,735,721	2,735,721	2,735,721	2,735,721	2,462,149	n/a
1.2	Maximum allowable total consumption of Annex F substances (CO_2-eq tonnes)	n/a	2,735,721	2,735,721	2,735,721	2,735,721	2,735,721	2,462,149	n/a
2.1	Lead IA (UNDP) agreed funding (US $)	283,140	0	0	283,140	0	0	62,718	628,998
2.2	Support costs for Lead IA (US $)	19,820	0	0	19,820	0	0	4,390	44,030
3.1	Total agreed funding (US $)	283,140	0	0	283,140	0	0	62,718	628,998
3.2	Total support costs (US $)	19,820	0	0	19,820	0	0	4,390	44,030
3.3	Total agreed costs (US $)	302,960	0	0	302,960	0	0	67,108	673,028

RWANDA
KIP for Rwanda

The Ninety-fifth Meeting of the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Rwanda for the period 2024–2029 to reduce HFC consumption by 25 per cent of the country's baseline by 2029, in the amount of US $211,310, consisting of US $110,000, plus agency support costs of US $14,300, for UNEP and US $77,000, plus agency support costs of US $10,010, for UNIDO, as reflected in the schedule contained in annex XLVI to the present report;

(b) To note the strong commitment of the Government of Rwanda to supporting reductions in HFC consumption in advance of the Montreal Protocol targets;

(c) To note also that, if the HFC consumption level for Rwanda for the years 2024 or 2025 was above the Montreal Protocol control limits or the maximum allowable consumption in the future Agreement between the Government of Rwanda and the Executive Committee, on the understanding that the Government of Rwanda would continue to make every effort to meet those control limits, the Secretariat would inform and seek guidance from the Executive Committee on the procedure to follow in light of decision XXXV/16;

(d) To approve the first tranche of stage I of the KIP for Rwanda, and the corresponding tranche implementation plan, in the amount of US $85,767, consisting of US $48,400, plus agency support costs of US $6,292, for UNEP and US $27,500, plus agency support costs of US $3,575, for UNIDO; and

(e) To request the Government of Rwanda, UNEP, UNIDO and the Secretariat to finalize the draft Agreement between the Government of Rwanda and the Executive Committee for the reduction in consumption of HFCs, including the information contained in the annex referred to in subparagraph (a) above, and to submit it to a future meeting once the KIP Agreement template has been approved by the Executive Committee.

(UNEP/OzL.Pro/ExCom/95/94, Decision 95/71).
(Supporting document: UNEP/OzL.Pro/ExCom/95/94 Annex XLVI).

Annex XLVI

SCHEDULE OF HFC PHASE-DOWN COMMITMENTS AND FUNDING TRANCHES UNDER THE KIGALI HFC IMPLEMENTATION PLAN FOR RWANDA

Kigali HFC implementation plan (stage I)

Row	Particulars	2024	2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances (CO_2-eq tonnes)	338,197	338,197	338,197	338,197	338,197	304,377	n/a
1.2	Maximum allowable total consumption of Annex F substances (CO_2-eq tonnes)	338,197	338,197	338,197	338,197	338,197	254,008	n/a
2.1	Lead IA (UNEP) agreed funding (US $)	48,400	0	0	44,000	0	17,600	110,000
2.2	Support costs for Lead IA (US $)	6,292	0	0	5,720	0	2,288	14,300
2.3	Cooperating IA (UNIDO) agreed funding (US $)	27,500	0	0	44,000	0	5,500	77,000
2.4	Support costs for Cooperating IA (US $)	3,575	0	0	5,720	0	715	10,010
3.1	Total agreed funding (US $)	75,900	0	0	88,000	0	23,100	187,000
3.2	Total support costs (US $)	9,867	0	0	11,440	0	3,003	24,310
3.3	Total agreed costs (US $)	85,767	0	0	99,440	0	26,103	211,310

SAINT LUCIA
KIP for Saint Lucia

The Ninety-fourth Meeting of the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Saint Lucia for the period 2024–2029 to reduce HFC consumption by 10 per cent of the country's baseline by 2029, in the amount of US $163,850, consisting of US $94,000, plus agency support costs of US $12,220, for UNEP and US $51,000, plus agency support costs of US $6,630, for UNIDO, as reflected in the schedule contained in annex XLII to the present report;

(b) To note:

(i) That, if the HFC consumption level for Saint Lucia for the years 2024 or 2025 was above the Montreal Protocol control limits or the maximum allowable consumption in the future Agreement between the Government of Saint Lucia and the Executive Committee, on the understanding that the Government of Saint Lucia would continue to make every effort to meet those control limits, the Secretariat would inform and seek guidance from the Executive Committee on the procedure to follow in light of decision XXXV/16;

(ii) That UNEP and the Government of Saint Lucia would include an update on the status of development and enforcement of regulations to prohibit the import and sale of HFC-134a-based domestic refrigeration equipment in the request for the second tranche of stage I of the KIP;

(c) To note also:

(i) That the Government of Saint Lucia would continue to monitor its HFC consumption to understand the extent to which consumption reported in baseline years was representative of the local market's needs and assess what future HFC demand would be, and that it would provide that analysis when submitting the second tranche of the KIP;

(ii) That, on the basis of the information provided in subparagraph (c)(i) above, the maximum allowable consumption limits for the remaining years of stage I of the KIP, as contained in Appendix 2-A to the future Agreement between the Government of Saint Lucia and the Executive Committee, would be revised, if appropriate, when the Committee considered the second tranche of the KIP;

(d) To approve the first tranche of stage I of the KIP for Saint Lucia, and the corresponding tranche implementation plan, in the amount of US $79,100, consisting of US $43,000, plus agency support costs of US $5,590, for UNEP and US $27,000, plus agency support costs of US $3,510, for UNIDO; and

(e) To request the Government of Saint Lucia, UNEP, UNIDO and the Secretariat to finalize the draft Agreement between the Government of Saint Lucia and the Executive Committee for the reduction in consumption of HFCs, including the information contained in the annex referred to in subparagraph (a) above, and to submit it to a future meeting once the KIP Agreement template had been approved by the Executive Committee.

(UNEP/OzL.Pro/ExCom/94/67, Decision 94/50).
(Supporting document: UNEP/OzL.Pro/ExCom/94/67, Annex XLII).

Annex XLII

SCHEDULE OF HFC PHASE-DOWN COMMITMENTS AND FUNDING TRANCHES UNDER THE KIGALI HFC IMPLEMENTATION PLAN FOR SAINT LUCIA

Kigali HFC implementation plan (stage I)

Row	Particulars	2024	2025-2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances (CO_2-eq tonnes)	83,735	83,735	83,735	83,735	75,362	n/a
1.2	Maximum allowable total consumption of Annex F substances (CO_2-eq tonnes)	83,735	83,735	83,735	83,735	75,362	n/a
2.1	Lead IA (UNEP) agreed funding (US $)	43,000	0	38,000	0	13,000	94,000
2.2	Support costs for Lead IA (US $)	5,590	0	4,940	0	1,690	12,220
2.3	Cooperating IA (UNIDO) agreed funding (US $)	27,000	0	24,000	0	0	51,000
2.4	Support costs for Cooperating IA (US $)	3,510	0	3,120	0	0	6,630
3.1	Total agreed funding (US $)	70,000	0	62,000	0	13,000	145,000
3.2	Total support costs (US $)	9,100	0	8,060	0	1,690	18,850
3.3	Total agreed costs (US $)	79,100	0	70,060	0	14,690	163,850

SENEGAL
KIP for Senegal

The Ninety-fifth Meeting of the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Senegal, for the period 2024–2029, to reduce HFC consumption by 20.5 per cent of the country's baseline by 2029, in the amount of US $943,600, consisting of US $390,000, plus agency support costs of US $50,700, for UNEP, and US $470,000, plus agency support costs of US $32,900, for UNIDO, as reflected in the schedule contained in annex XLVII to the present document;

(b) To note:

(i) The strong commitment of the Government of Senegal to support reductions in HFC consumption in advance of the Montreal Protocol targets;

(ii) That the Government of Senegal would establish its starting point for sustained aggregate reductions in HFC consumption on the basis of the guidance provided by the Executive Committee;

(iii) That, once the cost guidelines for HFC phase-down had been agreed by the Executive Committee, reductions from the country's remaining HFC consumption eligible for funding would be determined in line with those guidelines;

(iv) That the reductions from the country's remaining HFC consumption eligible for funding referred to in subparagraph (b)(iii) above would be deducted from the starting point referred to in subparagraph (b)(ii);

(v) That an additional reduction of up to 324,937 carbon dioxide-equivalent tonnes associated with an adjustment to the HCFC component of the HFC baseline would be deducted from the starting point;

(vi) That, upon completion of the end-user demonstration project in industrial refrigeration, included in stage I of the KIP, UNIDO would submit a final report on the implementation of the project, including the HFC phase-out and energy efficiency gains achieved, in line with decision 92/36(g);

(c) To urge the Government of Senegal to submit revised Article 7 HCFC consumption data for the years 2009 and 2010 to the Ozone Secretariat;

(d) To request UNEP and the Government of Senegal, in the event that the country's HFC baseline were revised, to submit, for consideration by the Executive Committee, an updated Appendix 2-A of the future Agreement relating to the HFC consumption limits under the Montreal Protocol and HFC agreement targets for stage I of the KIP to include the revised figures for the maximum allowable consumption and remaining consumption eligible for funding;

(e) To note the additional reduction referred to in subparagraph (b)(v) above would not be applied if the Article 7 HCFC consumption data for the years 2009 and 2010 were revised;

(f) To approve the first tranche of stage I of the KIP for Senegal, and the corresponding tranche implementation plan, in the amount of US $326,265, consisting of US $168,000, plus agency support costs of US $21,840, for UNEP and US $127,500, plus agency support costs of US $8,925, for UNIDO; and

(g) To request the Government of Senegal, UNEP, UNIDO and the Secretariat to finalize the draft Agreement between the Government of Senegal and the Executive Committee for the reduction in consumption of HFCs, including the information contained in the annex referred to in subparagraph (a) above, and to submit it to a future meeting once the KIP Agreement template had been approved by the Executive Committee.

(UNEP/OzL.Pro/ExCom/95/94, Decision 95/72).
(Supporting document: UNEP/OzL.Pro/ExCom/95/94 Annex XLVII).

Annex XLVII

SCHEDULE OF HFC PHASE-DOWN COMMITMENTS AND FUNDING TRANCHES UNDER THE KIGALI HFC IMPLEMENTATION PLAN FOR SENEGAL

Kigali HFC implementation plan (stage I)

Row	Particulars	2024	2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances (CO_2-eq tonnes)	2,786,915	2,786,915	2,786,915	2,786,915	2,786,915	2,508,224	n/a
1.2	Maximum allowable total consumption of Annex F substances (CO_2-eq tonnes)	2,786,915	2,786,915	2,786,915	2,786,915	2,786,915	2,215,780	n/a
2.1	Lead IA (UNEP) agreed funding (US $)	168,000	0	0	138,000	0	84,000	390,000
2.2	Support costs for Lead IA (US $)	21,840	0	0	17,940	0	10,920	50,700
2.3	Cooperating IA (UNIDO) agreed funding (US $)	127,500	0	0	317,500	0	25,000	470,000
2.4	Support costs for Cooperating IA (US $)	8,925	0	0	22,225	0	1,750	32,900
3.1	Total agreed funding (US $)	295,500	0	0	455,500	0	109,000	860,000
3.2	Total support costs (US $)	30,765	0	0	40,165	0	12,670	83,600
3.3	Total agreed costs (US $)	326,265	0	0	495,665	0	121,670	943,600

KIP for Serbia (Stage I)

At its **97th meeting**, the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Serbia for the period from 2025 to 2029 to reduce HFC consumption by 10 per cent of the country's baseline, in the amount of US $748,645, consisting of US $583,500, plus agency support costs of US $40,845, for UNIDO and US $110,000, plus agency support costs of US $14,300, for UNEP;

(b) To note that 326,187 CO_2-equivalent tonnes of HFCs would be deducted from the starting point for sustained aggregate reductions in HFC consumption that would be established on the basis of guidance provided by the Executive Committee;

(c) To approve the Agreement between the Government of Serbia and the Executive Committee for the reduction in consumption of HFCs in accordance with stage I of the KIP, contained in annex LV to the present report; and

(d) To approve the first tranche of stage I of the KIP for Serbia, and the corresponding tranche implementation plan, in the amount of US $324,900, consisting of US $235,000, plus agency support costs of US $16,450, for UNIDO and US $65,000, plus agency support costs of US $8,450, for UNEP.

UNEP/OzL.Pro/ExCom/97/91: Decision 97/65 and Annex LV

Annex LV

AGREEMENT BETWEEN THE GOVERNMENT OF SERBIA AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROFLUOROCARBONS IN ACCORDANCE WITH STAGE I OF THE KIGALI HFC IMPLEMENTATION PLAN

(Period: 2025–2029)

Purpose

1. This Agreement represents the understanding of the Government of Serbia ("the Country") and the Executive Committee with respect to the reduction of controlled use of Annex F substances set out in Appendix 1-A ("The Substances") to a sustained level of 2,935,687 CO_2-equivalent (CO_2-eq) tonnes by 1 January 2029 in compliance with the Montreal Protocol schedule and the terms of this Agreement.

2. The Country agrees to meet the annual consumption limits of Annex F 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 Annex F 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 Annex F substances that exceeds the level defined in row 1.2 of Appendix 2-A as the final reduction step under this Agreement for Annex F substances specified in Appendix 1-A, and in respect to any consumption of Annex F substances that exceeds the level defined in row 4.1.3 (remaining consumption eligible for funding).

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 stage I of the Kigali HFC implementation plan ("the Plan") as approved. In accordance with subparagraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of Annex F substances 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.

Conditions for funding release

5. The Executive Committee will only provide the Funding, in accordance with the Funding Approval Schedule, when the Country satisfies the following conditions at least 10 weeks in advance of the applicable Executive Committee meeting set out in the Funding Approval Schedule:

(a) That the Country has met the Targets set out in row 1.2 of Appendix 2-A for all relevant years. Relevant years are all years since the year in which this Agreement was approved. Years for which there are no due country programme implementation reports at the date of the Executive Committee meeting at which the funding request is being presented are exempted;

(b) That the meeting of these Targets has been independently verified for all relevant years, unless the Executive Committee decided that such verification would not be required;

(c) That the Country had submitted a Tranche Implementation Report in accordance with Appendix 4-A ("Format of Tranche Implementation Reports and Plans") covering each previous calendar year; that it had achieved a significant level of implementation of

activities initiated with previously approved tranches; and that the rate of disbursement of funding available from the previously approved tranche was more than 20 per cent; and

(d) That the Country has submitted a Tranche Implementation Plan in accordance with Appendix 4-A covering each calendar year until and including the year for which the Funding Approval Schedule foresees the submission of the next tranche or, in case of the final tranche, until completion of all activities foreseen.

Monitoring

6. The Country will ensure that it conducts accurate monitoring of its activities under this Agreement. The institutions set out in Appendix 5-A ("Monitoring Institutions and Roles") will monitor and report on implementation of the activities in the previous Tranche Implementation Plans in accordance with their roles and responsibilities set out in the same appendix.

Flexibility in the reallocation of funds

7. The Executive Committee agrees that the Country may have the flexibility to reallocate part or all approved funds, according to the evolving circumstances, to achieve the smoothest reduction of consumption and phase-down of Annex F substances specified in Appendix 1-A, in accordance with the following considerations:

(a) Reallocations categorized as major changes must be documented in advance, either in a Tranche Implementation Plan as foreseen in subparagraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted 10 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 that would modify any clause of this Agreement;

(iii) Changes in the annual levels of funding allocated to the individual bilateral or implementing agencies for the different tranches;

(iv) Provision of funding for activities not included in the current endorsed Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 30 per cent of the total cost of the last approved tranche;

(v) Changes in alternative technologies, on the understanding that any submission for such a request would identify the associated incremental costs, the potential impact on the climate, and any differences in CO_2-eq tonnes to be phased down if applicable, as well as confirm that the Country agrees that potential savings related to the change of technology would accordingly decrease the overall funding level under this Agreement;

(b) Reallocations not categorized as major changes may be incorporated into the approved Tranche Implementation Plan, under implementation at the time, and reported to the Executive Committee in the subsequent Tranche Implementation Report; and

(c) Any remaining funds held by the bilateral or implementing agencies or the Country under the Plan will be returned to the Multilateral Fund upon completion of the last tranche foreseen under this Agreement.

8. Specific attention will be paid to the execution of activities in the refrigeration servicing sector included in the Plan, in particular that the Country may use the flexibility available under this Agreement to address specific needs that might arise during project implementation.

Bilateral and implementing agencies

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 the Lead IA and/or Cooperating IA taking part in this Agreement.

10. The Lead IA will be responsible for ensuring coordinated planning, implementation and reporting of all activities under this Agreement, including but not limited to the independent verification as per subparagraph 5(b). The Cooperating IA will support the Lead IA by implementing the Plan under the overall coordination of the Lead IA. The roles of the Lead IA and the Cooperating IA are contained in Appendix 6-A and Appendix 6-B, respectively. 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.

Non-compliance with the Targets in the Agreement

11. Should the Country, for any reason, not meet the Targets for the elimination of Annex F 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 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 CO_2-eq 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 decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding 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 decisions 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.

Date of completion

14. The completion of the Plan 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 at that time there still be activities that are outstanding, and which were foreseen in the last Tranche Implementation Plan and its subsequent revisions as per subparagraph 5(d) and paragraph 7, the completion of the Plan will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per subparagraphs 1(a), 1(b), and 1(d) of Appendix 4-A will continue until the time of the completion of the Plan unless otherwise specified by the Executive Committee.

Validity

15. All 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 Agreement may be modified or terminated only by mutual written agreement of the Country and the Executive Committee of the Multilateral Fund.

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substances	Starting point for aggregate reductions in consumption (CO_2-eq tonnes)
HFCs	To be determined (TBD)

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars		2025	2026-2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances	%	Freeze	freeze	freeze	10	n/a
		CO_2-eq tonnes	3,261,874	3,261,874	3,261,874	2,935,687	n/a
1.2	Maximum allowable total consumption of Annex F substances	Reduction in %	0.0	0.0	0.0	10.0	n/a
		CO_2-eq tonnes	3,261,874	3,261,874	3,261,874	2,935,687	n/a
2.1	Lead IA (UNIDO) agreed funding (US $)		235,000	0	348,500	0	583,500
2.2	Support costs for Lead IA (US $)		16,450	0	24,395	0	40,845
2.3	Cooperating IA (UNEP) agreed funding (US $)		65,000	0	45,000	0	110,000
2.4	Support costs for Cooperating IA (US $)		8,450	0	5,850	0	14,300
3.1	Total agreed funding (US $)		300,000	0	393,500	0	693,500
3.2	Total support costs (US $)		24,900	0	30,245	0	55,145
3.3	Total agreed costs (US $)		324,900	0	423,745	0	748,645
4.1.1	Deduction of HFCs under this Agreement (CO_2-eq tonnes)						326,187
4.1.2	Deduction of HFCs from previously approved projects (CO_2-eq tonnes)						0
4.1.3	Remaining eligible consumption of HFCs (CO_2-eq tonnes)						TBD

APPENDIX 3-A: FUNDING APPROVAL SCHEDULE

1. Funding for the future tranches will be considered for approval at the first meeting of the year specified in Appendix 2-A.

APPENDIX 4-A: FORMAT OF THE TRANCHE IMPLEMENTATION REPORTS AND PLANS

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

(a) A narrative report, with data provided by tranche, describing the progress achieved since the previous report, reflecting the situation of the Country in regard to phase-down of Annex F substances, how the different activities contribute to it, and how they relate to each other, including, where applicable, activities related to energy efficiency approved in the context of HFC phase-down pursuant to decision 91/65. The report should include the

amount of Annex F substances consumption reduced as a direct result of the implementation of activities, by substance, the alternative technology used and the related phase in of alternatives, to allow the Secretariat to inform the Executive Committee on the resulting change in climate relevant emissions. The report should also include quantitative information on the activities implemented and further highlight the successes, experiences, and challenges related to the different activities included in the Plan, reflecting any changes in the circumstances in the Country, and providing other relevant information. The report should also include information on and justification for any changes vis-à-vis the previously submitted Tranche Implementation Plan(s), such as delays, use of flexibility for the reallocation of funds during implementation of a tranche as provided for in paragraph 7 of this Agreement, or other changes;

(b) An independent verification report on the Plan's results and the consumption of Annex F substances, as per subparagraph 5(b) of the Agreement. If not decided otherwise by the Executive Committee, such a verification of consumption data must be provided with each tranche request, covering all relevant years for which a verification report has not yet been acknowledged by the Committee, as specified in subparagraph 5(a) of the Agreement;

(c) A written description of the activities to be undertaken during the period covered by the requested tranche including quantitative information, highlighting implementation milestones, the time of completion and the interdependence of the activities, and taking into account experiences made and progress achieved in the implementation of earlier tranches; the data in the Plan will be provided by calendar year. The description should 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 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 subparagraph 1(a) above; and

(d) An Executive Summary of about five paragraphs, summarizing the information contained in subparagraphs 1(a) to 1(c) above.

APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES

1. The national ozone unit, under the Country's Ministry of Environmental Protection (MEP), is responsible for monitoring the progress of implementation of activities in the Plan.

2. The monitoring will be conducted during the implementation of the Plan to ensure efficient and effective implementation; overall project coordination; stakeholder engagement and coordination; smooth implementation of activities planned under various tranches; delivery of trainings and other expected outcomes; and facilitation of the HFC consumption verification undertaken by the Lead IA.

3. The MEP will be responsible for the sustainability of consumption reduction targets achieved through the Agreement.

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 Plan;

(b) Assisting the Country in the preparation of the Tranche Implementation Reports and Plans as per Appendix 4-A;

(c) Providing independent verification to the Executive Committee that the Targets have been met and associated tranche activities have been completed as indicated in the Tranche Implementation Plan, consistent with Appendix 4-A;

(d) Ensuring that the experiences and progress are reflected in the updates to the overall Plan and in the future Tranche Implementation Plans, consistent with subparagraph 1(c) of Appendix 4-A;

(e) Fulfilling the reporting requirements of the Tranche Implementation Reports and Plans and of the overall Plan as specified in Appendix 4-A for submission to the Executive Committee, including the activities implemented by the Cooperating IA;

(f) In the event that the last funding tranche is requested one or more years prior to the last year for which a consumption target had been established, annual Tranche Implementation Reports and, where applicable, verification reports on the current stage of the Plan should be submitted until all activities foreseen had been completed and HFC consumption targets had been met;

(g) Ensuring that appropriate independent technical experts carry out the technical reviews;

(h) Carrying out the required supervision missions;

(i) Ensuring the presence of an operating mechanism to allow for an effective and transparent implementation of the Tranche Implementation Plan and accurate data reporting;

(j) Coordinating the activities of the Cooperating IA and ensuring the appropriate sequence of activities;

(k) In case of reductions in funding for failure to comply in accordance with paragraph 11 of the Agreement, to determine, in consultation with the Country and the Cooperating IA, the allocation of the reductions to the different budget items and to the funding of the Lead IA and each Cooperating IA;

(l) Ensuring that disbursements made to the Country are based on the use of the indicators;

(m) Providing assistance with the policy, management and technical support when required;

(n) Reaching consensus with the Cooperating IA on any planning, coordination and reporting arrangements required to facilitate the implementation of the Plan; and

(o) Timely releasing funds to the Country/participating enterprises for completing the activities related to the project.

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 Plan's results and of the consumption of Annex F substances mentioned in Appendix 1-A, as per subparagraph 5(b) of the Agreement and subparagraph 1(b) of Appendix 4-A.

APPENDIX 6-B: ROLE OF THE COOPERATING IMPLEMENTING AGENCIES

1. The Cooperating IA will be responsible for a range of activities. These activities are specified in the 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 referring to the Lead IA to ensure a coordinated sequence of activities;

(c) Providing reports to the Lead IA on these activities, for inclusion in the consolidated reports as per Appendix 4-A; and

(d) Reaching consensus with the Lead IA on any planning, coordination and reporting arrangements required to facilitate the implementation of the Plan.

APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY WITH THE TARGETS IN THE AGREEMENT

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US $4.59 per CO_2-eq 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, on the understanding that the maximum funding reduction would not exceed the funding level of the tranche being requested. Additional measures might be considered in cases where non-compliance extends for two consecutive years. Where the Country has failed to comply with the Agreement due to illegal trade, the reduction in funding would not be applied if the illegally traded controlled substances are seized and subsequently confiscated, destroyed, exported, or returned to the country of origin.

UNEP/OzL.Pro/ExCom/97/91: Decision 97/65 and Annex LV

SEYCHELLES
KIP for Seychelles

The Ninety-fourth Meeting of the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Seychelles for the period 2024–2029 to reduce HFC consumption by 10 per cent of the country's baseline by 2029, in the amount of US $178,540, consisting of US $85,260, plus agency support costs of US $11,084, for UNEP and US $72,740, plus agency support costs of US $9,456, for the Government of Germany, as reflected in the schedule contained in annex XLIII to the present report;

(b) To note that the Government planned to establish the following regulatory measures:

(i) A ban on the imports and sales of HFC-23, by 1 January 2027;

(ii) A ban on the imports and sales of HFCs and HFC blends with a global-warming potential above 3,000 in the fire suppression, foam, aerosol and solvent sectors, by January 2029;

(c) To note also that, upon completion of the end-user project included in stage I of the KIP, the Government of Germany would submit a final report on the implementation of the project, including the HFC phase-out and energy-efficiency gains achieved, in line with decision 92/36(g);

(d) To approve the first tranche of stage I of the KIP for Seychelles, and the corresponding tranche implementation plan, in the amount of US $92,299, consisting of US $64,836, plus agency support costs of US $8,429, for UNEP and US $16,844, plus agency support costs of US $2,190, for the Government of Germany; and

(e) To request the Government of Seychelles, UNEP, the Government of Germany and the Secretariat to finalize the draft Agreement between the Government of Seychelles and the Executive Committee for the reduction in consumption of HFCs, including the information contained in the annex referred to in subparagraph (a) above, and to submit it to a future meeting once the KIP Agreement template had been approved by the Executive Committee.

(UNEP/OzL.Pro/ExCom/94/67, Decision 94/51).
(Supporting document: UNEP/OzL.Pro/ExCom/94/67, Annex XLIII).

Annex XLIII

SCHEDULE OF HFC PHASE-DOWN COMMITMENTS AND FUNDING TRANCHES UNDER THE KIGALI HFC IMPLEMENTATION PLAN FOR SEYCHELLES

Kigali HFC implementation plan (stage I)

Row	Particulars	2024	2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances (CO_2-eq tonnes)	249,400	249,400	249,400	249,400	249,400	224,460	n/a
1.2	Maximum allowable total consumption of Annex F substances (CO_2-eq tonnes)	249,400	249,400	249,400	249,400	249,400	224,460	n/a
2.1	Lead IA (UNEP) agreed funding (US $)	64,836	0	0	20,424	0	0	85,260
2.2	Support costs for Lead IA (US $)	8,429	0	0	2,655	0	0	11,084
2.3	Cooperating IA (Germany) agreed funding (US $)	16,844	0	0	55,896	0	0	72,740
2.4	Support costs for Cooperating IA (US $)	2,190	0	0	7,266	0	0	9,456
3.1	Total agreed funding (US $)	81,680	0	0	76,320	0	0	158,000
3.2	Total support costs (US $)	10,619	0	0	9,921	0	0	20,540
3.3	Total agreed costs (US $)	92,299	0	0	86,241	0	0	178,540

SIERRA LEONE
KIP for Sierra Leone

The Ninety-fourth Meeting of the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Sierra Leone for the period 2024–2029 to reduce HFC consumption by 10 per cent of the country's baseline by 2029, in the amount of US $203,400, consisting of US $104,317, plus agency support costs of US $13,561, for UNEP and US $75,683, plus agency support costs of US $9,839, for UNIDO, as reflected in the schedule contained in annex XLIV to the present report;

(b) To note:

(i) The commitment of the Government of Sierra Leone to establish a ban on the import of domestic refrigeration and commercial stand-alone refrigeration units based on HFC-134a by 1 January 2025, a ban on the use of HFCs in the fire suppression, foam, aerosol and solvent sectors by 1 January 2026 and a ban on the import of split air conditioners based on R-410A by 1 January 2029;

(ii) That, upon completion of the end-user technology demonstration project in the commercial refrigeration sector included in stage I of the KIP, UNIDO would submit a final report on its implementation, including the HFC phase-out and energy-efficiency gains achieved, in line with decision 92/36(g);

(c) To note also:

(i) That the Government of Sierra Leone would continue to monitor its HFC consumption to understand the extent to which consumption reported in baseline years was representative of the local market's needs and assess what future HFC demand would be and that it would provide that analysis when submitting the second tranche of the KIP;

(ii) That, on the basis of the information provided in subparagraph (c)(i) above, the maximum allowable consumption limits for the remaining years of stage I of the KIP, as contained in Appendix 2-A to the future Agreement between the Government of Sierra Leone and the Executive Committee, would be revised, if appropriate, when the Committee considered the second tranche of the KIP;

(d) To approve the first tranche of stage I of the KIP for Sierra Leone, and the corresponding tranche implementation plan, in the amount of US $97,745, consisting of US $65,500, plus agency support costs of US $8,515, for UNEP and US $21,000, plus agency support costs of US $2,730, for UNIDO; and

(e) To request the Government of Sierra Leone, UNEP, UNIDO and the Secretariat to finalize the draft Agreement between the Government of Sierra Leone and the Executive Committee for the reduction in consumption of HFCs, including the information contained in the annex referred to in subparagraph (a) above, and to submit it to a future meeting once the KIP Agreement template had been approved by the Executive Committee.

(UNEP/OzL.Pro/ExCom/94/67, Decision 94/52).
(Supporting document: UNEP/OzL.Pro/ExCom/94/67, Annex XLIV).

Annex XLIV

SCHEDULE OF HFC PHASE-DOWN COMMITMENTS AND FUNDING TRANCHES UNDER THE KIGALI HFC IMPLEMENTATION PLAN FOR SIERRA LEONE

Kigali HFC implementation plan (stage I)

Row	Particulars	2024	2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances (CO_2-eq tonnes)	350,905	350,905	350,905	350,905	350,905	315,815	n/a
1.2	Maximum allowable total consumption of Annex F substances (CO_2-eq tonnes)	345,642	339,676	333,711	327,746	321,780	315,815	n/a
2.1	Lead IA (UNEP) agreed funding (US $)	65,500	0	0	38,817	0	0	104,317
2.2	Support costs for Lead IA (US $)	8,515	0	0	5,046	0	0	13,561
2.3	Cooperating IA (UNIDO) agreed funding (US $)	21,000	0	0	54,683	0	0	75,683
2.4	Support costs for Cooperating IA (US $)	2,730	0	0	7,109	0	0	9,839
3.1	Total agreed funding (US $)	86,500	0	0	93,500	0	0	180,000
3.2	Total support costs (US $)	11,245	0	0	12,155	0	0	23,400
3.3	Total agreed costs (US $)	97,745	0	0	105,655	0	0	203,400

KIP for Somalia (Stage I)

At its **97th meeting**, the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Somalia for the period from 2025 to 2029, to reduce HFC consumption by 10 per cent of the country's baseline, in the amount of US $367,250, consisting of US $238,000, plus agency support costs of US $30,940, for UNIDO and US $87,000, plus agency support costs of US $11,310, for UNEP;

(b) To note:

(i) That 127,667 CO_2-equivalent tonnes of HFCs would be deducted from the starting point for sustained aggregate reductions in HFC consumption that would be established on the basis of guidance provided by the Executive Committee;

(ii) That the Government of Somalia had submitted to the Ozone Secretariat a request for revision of the country's HFC baseline, which would continue to be considered by the Implementation Committee under the Non-Compliance Procedure for the Montreal Protocol at its 76th meeting;

(c) To approve the Agreement between the Government of Somalia and the Executive Committee for the reduction in consumption of HFCs in accordance with stage I of the KIP, contained in annex LVI to the present report;

(d) To request the Fund Secretariat, in the event that the country's baseline was revised, to update Appendix 2-A of the Agreement to include the revised figures for maximum allowable consumption and funding level and to notify the Executive Committee of the resulting levels of maximum allowable consumption, with any necessary adjustments being made at the 99th meeting; and

(e) To approve the first tranche of stage I of the KIP for Somalia, and the corresponding tranche implementation plan, in the amount of US $219,220, consisting of US $151,000, plus agency support costs of US $19,630, for UNIDO and US $43,000, plus agency support costs of US $5,590, for UNEP.

UNEP/OzL.Pro/ExCom/97/91: Decision 97/67 and Annex LVI

Annex LVI

AGREEMENT BETWEEN THE GOVERNMENT OF SOMALIA AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROFLUOROCARBONS IN ACCORDANCE WITH STAGE I OF THE KIGALI HFC IMPLEMENTATION PLAN

(Period: 2025–2029)

Purpose

1. This Agreement represents the understanding of the Government of Somalia ("the Country") and the Executive Committee with respect to the reduction of controlled use of Annex F substances set out in Appendix 1-A ("The Substances") to a sustained level of 1,149,005 CO_2-equivalent (CO_2-eq) tonnes by 1 January 2029 in compliance with the Montreal Protocol schedule and the terms of this Agreement.

2. The Country agrees to meet the annual consumption limits of Annex F 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 Annex F 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 Annex F substances that exceeds the level defined in row 1.2 of Appendix 2-A as the final reduction step under this Agreement for Annex F substances specified in Appendix 1-A, and in respect to any consumption of Annex F substances that exceeds the level defined in row 4.1.3 (remaining consumption eligible for funding).

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 stage I of the Kigali HFC implementation plan ("the Plan") as approved. In accordance with subparagraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of Annex F substances 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.

Conditions for funding release

5. The Executive Committee will only provide the Funding, in accordance with the Funding Approval Schedule, when the Country satisfies the following conditions at least 10 weeks in advance of the applicable Executive Committee meeting set out in the Funding Approval Schedule:

(a) That the Country has met the Targets set out in row 1.2 of Appendix 2-A for all relevant years. Relevant years are all years since the year in which this Agreement was approved. Years for which there are no due country programme implementation reports at the date of the Executive Committee meeting at which the funding request is being presented are exempted;

(b) That the meeting of these Targets has been independently verified for all relevant years, unless the Executive Committee decided that such verification would not be required;

(c) That the Country had submitted a Tranche Implementation Report in accordance with Appendix 4-A ("Format of Tranche Implementation Reports and Plans") covering each previous calendar year; that it had achieved a significant level of implementation of

activities initiated with previously approved tranches; and that the rate of disbursement of funding available from the previously approved tranche was more than 20 per cent; and

(d) That the Country has submitted a Tranche Implementation Plan in accordance with Appendix 4-A covering each calendar year until and including the year for which the Funding Approval Schedule foresees the submission of the next tranche or, in case of the final tranche, until completion of all activities foreseen.

Monitoring

6. The Country will ensure that it conducts accurate monitoring of its activities under this Agreement. The institutions set out in Appendix 5-A ("Monitoring Institutions and Roles") will monitor and report on implementation of the activities in the previous Tranche Implementation Plans in accordance with their roles and responsibilities set out in the same appendix.

Flexibility in the reallocation of funds

7. The Executive Committee agrees that the Country may have the flexibility to reallocate part or all approved funds, according to the evolving circumstances, to achieve the smoothest reduction of consumption and phase-down of Annex F substances specified in Appendix 1-A, in accordance with the following considerations:

(a) Reallocations categorized as major changes must be documented in advance, either in a Tranche Implementation Plan as foreseen in subparagraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted 10 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 that would modify any clause of this Agreement;

(iii) Changes in the annual levels of funding allocated to the individual bilateral or implementing agencies for the different tranches;

(iv) Provision of funding for activities not included in the current endorsed Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 30 per cent of the total cost of the last approved tranche;

(v) Changes in alternative technologies, on the understanding that any submission for such a request would identify the associated incremental costs, the potential impact on the climate, and any differences in CO_2-eq tonnes to be phased down if applicable, as well as confirm that the Country agrees that potential savings related to the change of technology would accordingly decrease the overall funding level under this Agreement;

(b) Reallocations not categorized as major changes may be incorporated into the approved Tranche Implementation Plan, under implementation at the time, and reported to the Executive Committee in the subsequent Tranche Implementation Report;

(c) Any enterprise included in the Plan that would be found to be ineligible under the policies of the Multilateral Fund (i.e., due to foreign ownership or establishment after the applicable cut off date) would not receive financial assistance. This information would be reported as part of the Tranche Implementation Plan; and

(d) Any remaining funds held by the bilateral or implementing agencies or the Country under the Plan will be returned to the Multilateral Fund upon completion of the last tranche foreseen under this Agreement.

8. Specific attention will be paid to the execution of activities in the refrigeration servicing sector included in the Plan, in particular that the Country may use the flexibility available under this Agreement to address specific needs that might arise during project implementation.

Bilateral and implementing agencies

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 the Lead IA and/or Cooperating IA taking part in this Agreement.

10. The Lead IA will be responsible for ensuring coordinated planning, implementation and reporting of all activities under this Agreement, including but not limited to the independent verification as per subparagraph 5(b). The Cooperating IA will support the Lead IA by implementing the Plan under the overall coordination of the Lead IA. The roles of the Lead IA and Cooperating IA are contained in Appendix 6-A and Appendix 6-B, respectively. 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.

Non-compliance with the Targets in the Agreement

11. Should the Country, for any reason, not meet the Targets for the elimination of Annex F 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 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 CO_2-eq 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 decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding 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 decisions 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 IAs 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.

Date of completion

14. The completion of the Plan 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 at that time there still be activities that are outstanding, and which were foreseen in

the last Tranche Implementation Plan and its subsequent revisions as per subparagraph 5(d) and paragraph 7, the completion of the Plan will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per subparagraphs 1(a), 1(b), and 1(d) of Appendix 4-A will continue until the time of the completion of the Plan unless otherwise specified by the Executive Committee.

Validity

15. All 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 Agreement may be modified or terminated only by mutual written agreement of the Country and the Executive Committee of the Multilateral Fund.

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substances	Starting point for aggregate reductions in consumption (CO_2-eq tonnes)
HFCs	To be determined (TBD)

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars		2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances	%	freeze	freeze	freeze	freeze	10	n/a
		CO_2-eq tonnes	1,276,672	1,276,672	1,276,672	1,276,672	1,149,005	n/a
1.2	Maximum allowable total consumption of Annex F substances	Reduction in %	0.0	0.0	0.0	0.0	10.0	n/a
		CO_2-eq tonnes	1,276,672	1,276,672	1,276,672	1,276,672	1,149,005	n/a
2.1	Lead IA (UNIDO) agreed funding (US $)		151,000	0	0	87,000	0	238,000
2.2	Support costs for Lead IA (US $)		19,630	0	0	11,310	0	30,940
2.3	Cooperating IA (UNEP) agreed funding (US $)		43,000	0	0	44,000	0	87,000
2.4	Support costs for Cooperating IA (US $)		5,590	0	0	5,720	0	11,310
3.1	Total agreed funding (US $)		194,000	0	0	131,000	0	325,000
3.2	Total support costs (US $)		25,220	0	0	17,030	0	42,250
3.3	Total agreed costs (US $)		219,220	0	0	148,030	0	367,250
4.1.1	Deductions of HFCs agreed under this Agreement (CO_2-eq tonnes)							127,667
4.1.2	Deductions of HFCs from previously approved projects (CO_2-eq tonnes)							n/a
4.1.3	Remaining eligible consumption for HFCs (CO_2-eq tonnes)							TBD

APPENDIX 3-A: FUNDING APPROVAL SCHEDULE

1. Funding for the future tranches will be considered for approval at the first meeting of the year specified in Appendix 2-A.

APPENDIX 4-A: FORMAT OF THE TRANCHE IMPLEMENTATION REPORTS AND PLANS

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

(a) A narrative report, with data provided by tranche, describing the progress achieved since the previous report, reflecting the situation of the Country in regard to phase-down of Annex F substances, how the different activities contribute to it, and how they relate to each other, including, where applicable, activities related to energy efficiency approved in the context of HFC phase-down pursuant to decision 91/65. The report should include the amount of Annex F substances consumption reduced as a direct result of the implementation of activities, by substance, the alternative technology used and the related phase in of alternatives, to allow the Secretariat to inform the Executive Committee on the resulting change in climate relevant emissions. The report should also include quantitative information on the activities implemented and further highlight the successes, experiences, and challenges related to the different activities included in the Plan, reflecting any changes in the circumstances in the Country, and providing other relevant information. The report should also include information on and justification for any changes vis-à-vis the previously submitted Tranche Implementation Plan(s), such as delays, use of flexibility for the reallocation of funds during implementation of a tranche as provided for in paragraph 7 of this Agreement, or other changes;

(b) An independent verification report on the Plan's results and the consumption of Annex F substances, as per subparagraph 5(b) of the Agreement. If not decided otherwise by the Executive Committee, such a verification of consumption data must be provided with each tranche request, covering all relevant years for which a verification report has not yet been acknowledged by the Committee, as specified in subparagraph 5(a) of the Agreement;

(c) A written description of the activities to be undertaken during the period covered by the requested tranche including quantitative information, highlighting implementation milestones, the time of completion and the interdependence of the activities, and taking into account experiences made and progress achieved in the implementation of earlier tranches; the data in the Plan will be provided by calendar year. The description should 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 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 subparagraph 1(a) above; and

(d) An Executive Summary of about five paragraphs, summarizing the information contained in subparagraphs 1(a) to 1(c) above.

APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES

1. The national ozone unit (NOU), under the Ministry of Environment and Climate Change in the Country, is responsible for monitoring the progress of implementation of activities in the Plan.

2. The monitoring will be conducted during the implementation of the Plan to ensure efficient and effective implementation; overall project coordination; stakeholder engagement and coordination; smooth implementation of activities planned under various tranches; delivery of trainings and other expected outcomes; and facilitation of the HFC consumption verification undertaken by the Lead IA.

3. The Ministry of Environment and Climate Change will be responsible for the sustainability of consumption reduction targets achieved through the Agreement.

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 Plan;

(b) Assisting the Country in the preparation of the Tranche Implementation Reports and Plans as per Appendix 4-A;

(c) Providing independent verification to the Executive Committee that the Targets have been met and associated tranche activities have been completed as indicated in the Tranche Implementation Plan, consistent with Appendix 4-A;

(d) Ensuring that the experiences and progress are reflected in the updates to the overall Plan and in the future Tranche Implementation Plans, consistent with subparagraph 1(c) of Appendix 4-A;

(e) Fulfilling the reporting requirements of the Tranche Implementation Reports and Plans and of the overall Plan as specified in Appendix 4-A for submission to the Executive Committee including the activities implemented by the Cooperating IA;

(f) In the event that the last funding tranche is requested one or more years prior to the last year for which a consumption target had been established, annual Tranche Implementation Reports and, where applicable, verification reports on the current stage of the Plan should be submitted until all activities foreseen had been completed and HFC consumption targets had been met;

(g) Ensuring that appropriate independent technical experts carry out the technical reviews;

(h) Carrying out the required supervision missions;

(i) Ensuring the presence of an operating mechanism to allow for an effective and transparent implementation of the Tranche Implementation Plan and accurate data reporting;

(j) Coordinating the activities of the Cooperating IA and ensuring the appropriate sequence of activities;

(k) In case of reductions in funding for failure to comply in accordance with paragraph 11 of the Agreement, to determine, in consultation with the Country and the Cooperating IA, the allocation of the reductions to the different budget items and to the funding of the Lead IA and the Cooperating IA;

(l) Ensuring that disbursements made to the Country are based on the use of the indicators;

(m) Providing assistance with the policy, management and technical support when required;

(n) Reaching consensus with the Cooperating IA on any planning, coordination and reporting arrangements required to facilitate the implementation of the Plan; and

(o) Timely releasing funds to the Country/participating enterprises for completing the activities related to the project.

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 Plan's results and of the

consumption of Annex F substances mentioned in Appendix 1-A, as per subparagraph 5(b) of the Agreement and subparagraph 1(b) of Appendix 4-A.

APPENDIX 6-B: ROLE OF THE COOPERATING IMPLEMENTING AGENCIES

1. The Cooperating IA will be responsible for a range of activities. These activities are specified in the 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 referring to the Lead IA to ensure a coordinated sequence of activities;

(c) Providing reports to the Lead IA on these activities, for inclusion in the consolidated reports as per Appendix 4-A; and

(d) Reaching consensus with the Lead IA on any planning, coordination and reporting arrangements required to facilitate the implementation of the Plan.

APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY WITH THE TARGETS IN THE AGREEMENT

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US $7.00 per CO_2-eq 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, on the understanding that the maximum funding reduction would not exceed the funding level of the tranche being requested. Additional measures might be considered in cases where non-compliance extends for two consecutive years. Where the Country has failed to comply with the Agreement due to illegal trade, the reduction in funding would not be applied if the illegally traded controlled substances are seized and subsequently confiscated, destroyed, exported, or returned to the country of origin.

UNEP/OzL.Pro/ExCom/97/91: Decision 97/67 and Annex LVI

KIP for South Africa (Stage I)

At its **97th meeting**, the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for South Africa for the period from 2025 to 2029 to reduce HFC consumption by 14.60 per cent of the country's baseline, in the amount of US $3,027,401, plus agency support costs of US $211,918, for UNIDO;

(b) To note:

(i) The Government's commitment to establish a ban on the import and manufacturing of small stand-alone commercial refrigeration equipment using HFCs by 1 January 2029;

(ii) That 2,020,653 CO_2-equivalent tonnes of HFCs would be deducted from the starting point for sustained aggregate reductions in HFC consumption to be established based on guidance provided by the Executive Committee;

(iii) That the Government would submit a request for the HFC baseline revision to the Ozone Secretariat for consideration by the Implementation Committee under the Non-Compliance Procedure for the Montreal Protocol;

(iv) That the Government would be allowed to submit a proposal for stage II of the KIP by 2028;

(c) To note also:

(i) That the Government of South Africa would continue to monitor its HFC consumption to understand the extent to which reported consumption in baseline years was representative of the local market's needs and to assess what future HFC demand would be, and would provide that analysis when submitting the second tranche of its KIP;

(ii) That, on the basis of the information provided in subparagraph (c)(i) above, the maximum allowable consumption limits for the remaining years of stage I of the KIP as contained in Appendix 2-A of the Agreement between the Government of South Africa and the Executive Committee, would be revised when the Committee considered the second tranche of the KIP;

(d) To encourage the Government of South Africa to initiate, during the implementation period of stage I of the KIP, the development of a strategic approach to sustaining the phase-out of HFC consumption in the local assembly and installation subsector for commercial refrigeration, including a consideration of incentives and policy measures to sustain the achieved phase-out and taking into account document UNEP/OzL.Pro/ExCom 95/89, for possible inclusion in stage II;

(e) To request the Fund Secretariat, in the event that the country's baseline was revised, to update Appendix 2-A of the Agreement to include the revised figures for the Montreal Protocol HFC consumption limits, maximum allowable consumption for stage I of the KIP and deductions of HFCs under the Agreement, and to notify the Executive Committee of the resulting levels of maximum allowable consumption, with any necessary adjustments being made at the 99th meeting;

(f) To approve the Agreement between the Government of South Africa and the Executive Committee for the reduction in consumption of HFCs in accordance with stage I of the KIP, contained in annex LVII to the present report; and

(g) To approve the first tranche of stage I of the KIP for South Africa, and the corresponding tranche implementation plan, in the amount of US $1,720,164, plus agency support costs of US $120,411, for UNIDO.

UNEP/OzL.Pro/ExCom/97/91: Decision 97/68 and Annex LVII

Annex LVII

AGREEMENT BETWEEN THE GOVERNMENT OF SOUTH AFRICA AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROFLUOROCARBONS IN ACCORDANCE WITH STAGE I OF THE KIGALI HFC IMPLEMENTATION PLAN

(Period: 2025–2029)

Purpose

1. This Agreement represents the understanding of the Government of South Africa ("the Country") and the Executive Committee with respect to the reduction of controlled use of Annex F substances set out in Appendix 1-A ("The Substances") to a sustained level of 11,822,486 CO_2-equivalent (CO_2-eq) tonnes by 1 January 2029 in compliance with the Montreal Protocol schedule and the terms of this Agreement.

2. The Country agrees to meet the annual consumption limits of Annex F 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 Annex F 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 Annex F substances that exceeds the level defined in row 1.2 of Appendix 2-A as the final reduction step under this Agreement for Annex F substances specified in Appendix 1-A, and in respect to any consumption of Annex F substances that exceeds the level defined in row 4.1.3 (remaining consumption eligible for funding).

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 stage I of the Kigali HFC implementation plan ("the Plan") as approved. In accordance with subparagraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of Annex F substances 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.

Conditions for funding release

5. The Executive Committee will only provide the Funding, in accordance with the Funding Approval Schedule, when the Country satisfies the following conditions at least 10 weeks in advance of the applicable Executive Committee meeting set out in the Funding Approval Schedule:

(a) That the Country has met the Targets set out in row 1.2 of Appendix 2-A for all relevant years. Relevant years are all years since the year in which this Agreement was approved. Years for which there are no due country programme implementation reports at the date of the Executive Committee meeting at which the funding request is being presented are exempted;

(b) That the meeting of these Targets has been independently verified for all relevant years, unless the Executive Committee decided that such verification would not be required;

(c) That the Country had submitted a Tranche Implementation Report in accordance with Appendix 4-A ("Format of Tranche Implementation Reports and Plans") covering each previous calendar year; that it had achieved a significant level of implementation of

activities initiated with previously approved tranches; and that the rate of disbursement of funding available from the previously approved tranche was more than 20 per cent; and

(d) That the Country has submitted a Tranche Implementation Plan in accordance with Appendix 4-A covering each calendar year until and including the year for which the Funding Approval Schedule foresees the submission of the next tranche or, in case of the final tranche, until completion of all activities foreseen.

Monitoring

6. The Country will ensure that it conducts accurate monitoring of its activities under this Agreement. The institutions set out in Appendix 5-A ("Monitoring Institutions and Roles") will monitor and report on implementation of the activities in the previous Tranche Implementation Plans in accordance with their roles and responsibilities set out in the same appendix.

Flexibility in the reallocation of funds

7. The Executive Committee agrees that the Country may have the flexibility to reallocate part or all approved funds, according to the evolving circumstances, to achieve the smoothest reduction of consumption and phase-down of Annex F substances specified in Appendix 1-A, in accordance with the following considerations:

(a) Reallocations categorized as major changes must be documented in advance, either in a Tranche Implementation Plan as foreseen in subparagraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted 10 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 that would modify any clause of this Agreement;

(iii) Changes in the annual levels of funding allocated to the individual bilateral or implementing agencies for the different tranches;

(iv) Provision of funding for activities not included in the current endorsed Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 30 per cent of the total cost of the last approved tranche;

(v) Changes in alternative technologies, on the understanding that any submission for such a request would identify the associated incremental costs, the potential impact on the climate, and any differences in CO_2-eq tonnes to be phased down if applicable, as well as confirm that the Country agrees that potential savings related to the change of technology would accordingly decrease the overall funding level under this Agreement;

(b) Reallocations not categorized as major changes may be incorporated into the approved Tranche Implementation Plan, under implementation at the time, and reported to the Executive Committee in the subsequent Tranche Implementation Report;

(c) Any enterprise included in the Plan that would be found to be ineligible under the policies of the Multilateral Fund (i.e., due to foreign ownership or establishment after the applicable cut-off date) would not receive financial assistance. This information would be reported as part of the Tranche Implementation Plan; and

(d) Any remaining funds held by the bilateral or implementing agencies or the Country under the Plan will be returned to the Multilateral Fund upon completion of the last tranche foreseen under this Agreement.

8. Specific attention will be paid to the execution of activities in the refrigeration servicing sector included in the Plan, in particular that the Country may use the flexibility available under this Agreement to address specific needs that might arise during project implementation.

Bilateral and implementing agencies

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") 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 the Lead IA taking part in this Agreement.

10. The Lead IA will be responsible for ensuring coordinated planning, implementation and reporting of all activities under this Agreement, including but not limited to the independent verification as per subparagraph 5(b). The role of the Lead IA is contained in Appendix 6-A. The Executive Committee agrees, in principle, to provide the Lead IA with the fees set out in row 2.2 of Appendix 2-A.

Non-compliance with the Targets in the Agreement

11. Should the Country, for any reason, not meet the Targets for the elimination of Annex F 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 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 CO_2-eq 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 decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding 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 decisions 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 the information necessary to verify compliance with this Agreement.

Date of completion

14. The completion of the Plan 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 at that time there still be activities that are outstanding, and which were foreseen in the last Tranche Implementation Plan and its subsequent revisions as per subparagraph 5(d) and paragraph 7, the completion of the Plan will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per subparagraphs 1(a), 1(b), and 1(d) of Appendix 4-A

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

Validity

15. All 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 Agreement may be modified or terminated only by mutual written agreement of the Country and the Executive Committee of the Multilateral Fund.

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substances	Starting point for aggregate reductions in consumption (CO_2-eq tonnes)
HFCs	To be determined (TBD)

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars		2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances	%	freeze	freeze	freeze	freeze	10	n/a
		CO_2-eq tonnes	13,843,139	13,843,139	13,843,139	13,843,139	12,458,825	n/a
1.2	Maximum allowable total consumption of Annex F substances	Reduction in %	5.11	5.11	5.11	5.11	14.60	n/a
		CO_2-eq tonnes	13,136,096	13,136,096	13,136,096	13,136,096	11,822,486	n/a
2.1	Lead IA (UNIDO) agreed funding (US $)		1,720,164	0	1,307,237	0	0	3,027,401
2.2	Support costs for Lead IA (US $)		120,411	0	91,507	0	0	211,918
3.1	Total agreed funding (US $)		1,720,164	0	1,307,237	0	0	3,027,401
3.2	Total support costs (US $)		120,411	0	91,507	0	0	211,918
3.3	Total agreed costs (US $)		1,840,575	0	1,398,744	0	0	3,239,319
4.1.1	Deductions of HFCs under this Agreement (CO_2-eq tonnes)							2,020,653
4.1.2	Deductions of HFCs from previously approved projects (CO_2-eq tonnes)							n/a
4.1.3	Remaining eligible consumption of HFCs (CO_2-eq tonnes)							TBD

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 THE TRANCHE IMPLEMENTATION REPORTS AND PLANS

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

(a) A narrative report, with data provided by tranche, describing the progress achieved since the previous report, reflecting the situation of the Country in regard to phase-down of Annex F substances, how the different activities contribute to it, and how they relate to each

other, including, where applicable, activities related to energy efficiency approved in the context of HFC phase-down pursuant to decision 91/65. The report should include the amount of Annex F substances consumption reduced as a direct result of the implementation of activities, by substance, the alternative technology used and the related phase in of alternatives, to allow the Secretariat to inform the Executive Committee on the resulting change in climate relevant emissions. The report should also include quantitative information on the activities implemented and further highlight the successes, experiences, and challenges related to the different activities included in the Plan, reflecting any changes in the circumstances in the Country, and providing other relevant information. The report should also include information on and justification for any changes vis-à-vis the previously submitted Tranche Implementation Plan(s), such as delays, use of flexibility for the reallocation of funds during implementation of a tranche as provided for in paragraph 7 of this Agreement, or other changes;

(b) An independent verification report on the Plan's results and the consumption of Annex F substances, as per subparagraph 5(b) of the Agreement. If not decided otherwise by the Executive Committee, such a verification of consumption data must be provided with each tranche request, covering all relevant years for which a verification report has not yet been acknowledged by the Committee, as specified in subparagraph 5(a) of the Agreement;

(c) A written description of the activities to be undertaken during the period covered by the requested tranche including quantitative information, highlighting implementation milestones, the time of completion and the interdependence of the activities, and taking into account experiences made and progress achieved in the implementation of earlier tranches; the data in the Plan will be provided by calendar year. The description should 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 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 subparagraph 1(a) above; and

(d) An Executive Summary of about five paragraphs, summarizing the information contained in subparagraphs 1(a) to 1(c) above.

APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES

1. The Department of Forestry, Fisheries and the Environment (DFFE) is the focal point of the Montreal Protocol in the Country, and it coordinates the Plan with the authorities. The Plan is implemented through the national ozone unit (NOU) established within the DFFE. The NOU functions are to coordinate all activities related to the implementation of the country programme for the HFC phase-down in the Country; to monitor and control the consumption of substances controlled under the Montreal Protocol; to disseminate data and pertinent information to all interested parties and inform them of the Montreal Protocol requirements; to promote awareness of issues related to HFCs and HFC alternatives; to report to the Ozone Secretariat, the Multilateral Fund Secretariat, and the Lead IA on the consumption and phase-down of the HFC consumption in the Country; and to coordinate and implement projects for substances controlled by the Montreal Protocol, including HFCs.

2. The DFFE will be responsible for the sustainability of consumption reduction targets achieved through the Agreement, the monitoring of the Plan, and the enforcement of policies and legislation. The procedures to carry out these activities include the implementation of all activities and components of the the Plan, including detailed activity design, audit of the parties involved, identification and selection of beneficiaries, contracting of goods and services, and continuous technical assistance to project beneficiaries; the regular monitoring of trends and attitudes related to HFC use and possible substitutes in the local private sector; the design, organization and implementation, on an annual basis, of project monitoring activities, including data gathering and instruments of analysis; analysis and reporting on the monitoring results and

organization of meetings for the review and management of monitoring procedures; the design and implementation of corrective measures; and the provision of technical assistance to project beneficiaries.

3. The Plan will be managed by a dedicated team that consists of a coordinator, designated by the DFFE and supported by the Lead IA, experts, and the necessary support infrastructure. The component of support to the management and update of the legal instruments of the Plan will include the following activities: Management and coordination of the implementation of the Plan; establishment of a policy development and application programme to allow the Country to exercise the required mandates and ensure that the industry fulfils its obligations related to HFC reductions; development and implementation of training, awareness and capacity building activities to ensure high-level commitment to the Plan's objectives and obligations; and the preparation of annual implementation plans including the determination of sequence of participation of the beneficiaries in the activities.

4. 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 the Lead IA taking part in this Agreement.

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 Plan;

   (b) Assisting the Country in the preparation of the Tranche Implementation Reports and Plans as per Appendix 4-A;

   (c) Providing independent verification to the Executive Committee that the Targets have been met and associated tranche activities have been completed as indicated in the Tranche Implementation Plan, consistent with Appendix 4-A;

   (d) Ensuring that the experiences and progress are reflected in the updates to the overall Plan and in the future Tranche Implementation Plans, consistent with subparagraph 1(c) of Appendix 4-A;

   (e) Fulfilling the reporting requirements of the Tranche Implementation Reports and Plans and of the overall Plan as specified in Appendix 4-A for submission to the Executive Committee;

   (f) In the event that the last funding tranche is requested one or more years prior to the last year for which a consumption target had been established, annual Tranche Implementation Reports and, where applicable, verification reports on the current stage of the Plan should be submitted until all activities foreseen had been completed and HFC consumption targets had been met;

   (g) Ensuring that appropriate independent technical experts carry out the technical reviews;

   (h) Carrying out the required supervision missions;

   (i) Ensuring the presence of an operating mechanism to allow for an effective and transparent implementation of the Tranche Implementation Plan and accurate data reporting;

   (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, the allocation of the reductions to the different budget items and to the funding of the Lead IA;

(k) Ensuring that disbursements made to the Country are based on the use of the indicators;

(l) Providing assistance with the policy, management and technical support when required; and

(m) Timely releasing funds to the Country/participating enterprises for completing the activities related to the project.

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 Plan's results and of the consumption of Annex F substances mentioned in Appendix 1-A, as per subparagraph 5(b) of the Agreement and subparagraph 1(b) of Appendix 4-A.

APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY WITH THE TARGETS IN THE AGREEMENT

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US $4.61 per CO_2-eq 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, on the understanding that the maximum funding reduction would not exceed the funding level of the tranche being requested. Additional measures might be considered in cases where non-compliance extends for two consecutive years. Where the Country has failed to comply with the Agreement due to illegal trade, the reduction in funding would not be applied if the illegally traded controlled substances are seized and subsequently confiscated, destroyed, exported, or returned to the country of origin.

UNEP/OzL.Pro/ExCom/97/91: Decision 97/68 and Annex LVII

SRI LANKA
KIP for Sri Lanka

The Ninety-sixth Meeting of the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Sri Lanka for the period 2025–2029, to reduce HFC consumption by 10 per cent of the country's baseline, in the amount of US $455,677, consisting of US $304,025, plus agency support costs of US $21,282, for UNDP and US $115,372, plus agency support costs of US $14,998, for UNEP;

(b) To note:

(i) That the Government of Sri Lanka would establish its starting point for sustained aggregate reductions in HFC consumption on the basis of guidance provided by the Executive Committee;

(ii) That, once the Executive Committee had provided the guidance referred to in subparagraph (b)(i), above, reductions from the country's remaining HFC consumption eligible for funding would be determined in line with that guidance;

(iii) That the reductions from the country's remaining HFC consumption eligible for funding referred to in subparagraph (b)(ii), above, would be deducted from the starting point referred to in subparagraph (b)(i), above;

(iv) That the Government of Sri Lanka would submit no further funding requests from the Multilateral Fund for any enterprise in the commercial refrigeration subsector for equipment with HFC consumption of less than 0.5 kg per unit, in line with decision 19/32(a);

(v) That the Government of Sri Lanka would prohibit the import, sale and use of HFC-based domestic refrigerators and the manufacturing of R-410A-based residential air conditioners by 1 January 2028;

(c) To approve the Agreement between the Government of Sri Lanka and the Executive Committee for the reduction in consumption of HFCs in accordance with stage I of the KIP, contained in annex XXVIII to the present report; and

(d) To approve the first tranche of stage I of the KIP for Sri Lanka, and the corresponding tranche implementation plan, in the amount of US $267,276, consisting of US $201,211, plus agency support costs of US $14,085, for UNDP and US $46,000, plus agency support costs of US $5,980, for UNEP.

(UNEP/OzL.Pro/ExCom/96/66, Decision 96/45).
(Supporting document: UNEP/OzL.Pro/ExCom/96/66, annex XXVIII).

Annex XXVIII

AGREEMENT BETWEEN THE GOVERNMENT OF SRI LANKA AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROFLUOROCARBONS IN ACCORDANCE WITH STAGE I OF THE KIGALI HFC IMPLEMENTATION PLAN

(Period: 2025–2029)

Purpose

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 Annex F substances set out in Appendix 1-A ("The Substances") to a sustained level of 1,053,211 CO_2-equivalent (CO_2-eq) tonnes by 1 January 2029 in compliance with the Montreal Protocol schedule and the terms of this Agreement.

2. The Country agrees to meet the annual consumption limits of Annex F 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 Annex F 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 Annex F substances that exceeds the level defined in row 1.2 of Appendix 2-A as the final reduction step under this Agreement for Annex F substances specified in Appendix 1-A, and in respect to any consumption of Annex F substances that exceeds the level defined in row 4.1.3 (remaining consumption eligible for funding).

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 stage I of the Kigali HFC implementation plan ("the Plan") as approved. In accordance with subparagraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of Annex F substances 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.

Conditions for funding release

5. The Executive Committee will only provide the Funding, in accordance with the Funding Approval Schedule, when the Country satisfies the following conditions at least 10 weeks in advance of the applicable Executive Committee meeting set out in the Funding Approval Schedule:

(a) That the Country has met the Targets set out in row 1.2 of Appendix 2-A for all relevant years. Relevant years are all years since the year in which this Agreement was approved. Years for which there are no due country programme implementation reports at the date of the Executive Committee meeting at which the funding request is being presented are exempted;

(b) That the meeting of these Targets has been independently verified for all relevant years, unless the Executive Committee decided that such verification would not be required;

(c) That the Country had submitted a Tranche Implementation Report in accordance with Appendix 4-A ("Format of Tranche Implementation Reports and Plans") covering each previous calendar year; that it had achieved a significant level of implementation of

activities initiated with previously approved tranches; and that the rate of disbursement of funding available from the previously approved tranche was more than 20 per cent; and

(d) That the Country has submitted a Tranche Implementation Plan in accordance with Appendix 4-A covering each calendar year until and including the year for which the Funding Approval Schedule foresees the submission of the next tranche or, in case of the final tranche, until completion of all activities foreseen.

Monitoring

6. The Country will ensure that it conducts accurate monitoring of its activities under this Agreement. The institutions set out in Appendix 5-A ("Monitoring Institutions and Roles") will monitor and report on implementation of the activities in the previous Tranche Implementation Plans in accordance with their roles and responsibilities set out in the same appendix.

Flexibility in the reallocation of funds

7. The Executive Committee agrees that the Country may have the flexibility to reallocate part or all approved funds, according to the evolving circumstances, to achieve the smoothest reduction of consumption and phase-down of Annex F substances specified in Appendix 1-A, in accordance with the following considerations:

(a) Reallocations categorized as major changes must be documented in advance, either in a Tranche Implementation Plan as foreseen in subparagraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted 10 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 that would modify any clause of this Agreement;

(iii) Changes in the annual levels of funding allocated to the individual bilateral or implementing agencies for the different tranches;

(iv) Provision of funding for activities not included in the current endorsed Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 30 per cent of the total cost of the last approved tranche;

(v) Changes in alternative technologies, on the understanding that any submission for such a request would identify the associated incremental costs, the potential impact on the climate, and any differences in CO_2-eq tonnes to be phased down if applicable, as well as confirm that the Country agrees that potential savings related to the change of technology would accordingly decrease the overall funding level under this Agreement;

(b) Reallocations not categorized as major changes may be incorporated into the approved Tranche Implementation Plan, under implementation at the time, and reported to the Executive Committee in the subsequent Tranche Implementation Report;

(c) Any enterprise included in the Plan that would be found to be ineligible under the policies of the Multilateral Fund (i.e., due to foreign ownership or establishment after the applicable cut off date) would not receive financial assistance. This information would be reported as part of the Tranche Implementation Plan; and

(d) Any remaining funds held by the bilateral or implementing agencies or the Country under the Plan will be returned to the Multilateral Fund upon completion of the last tranche foreseen under this Agreement.

8. Specific attention will be paid to the execution of activities in the refrigeration servicing sector included in the Plan, in particular that the Country may use the flexibility available under this Agreement to address specific needs that might arise during project implementation.

Bilateral and implementing agencies

9. The Country agrees to assume overall responsibility for the management and implementation of this Agreement and of all activities undertaken by it or on its behalf to fulfil the obligations under this Agreement. UNDP has agreed to be the lead implementing agency (the "Lead IA") and UNEP has agreed to be the cooperating implementing agency (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 the Lead IA and/or Cooperating IA taking part in this Agreement.

10. The Lead IA will be responsible for ensuring coordinated planning, implementation and reporting of all activities under this Agreement, including but not limited to the independent verification as per subparagraph 5(b). The Cooperating IA will support the Lead IA by implementing the Plan under the overall coordination of the Lead IA. The roles of the Lead IA and Cooperating IA are contained in Appendix 6-A and Appendix 6-B, respectively. 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.

Non-compliance with the Targets in the Agreement

11. Should the Country, for any reason, not meet the Targets for the elimination of Annex F 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 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 CO_2-eq 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 decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding 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 decisions 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.

Date of completion

14. The completion of the Plan 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 at that time there still be activities that are outstanding, and which were foreseen in the last Tranche Implementation Plan and its subsequent revisions as per subparagraph 5(d) and

paragraph 7, the completion of the Plan will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per subparagraphs 1(a), 1(b), and 1(d) of Appendix 4-A will continue until the time of the completion of the Plan unless otherwise specified by the Executive Committee.

Validity

15. All 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 Agreement may be modified or terminated only by mutual written agreement of the Country and the Executive Committee of the Multilateral Fund.

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substances	Starting point for aggregate reductions in consumption (CO_2-eq tonnes)
HFCs	To be determined (TBD)

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars		2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances	%	freeze	freeze	freeze	freeze	10	n/a
		CO_2-eq tonnes	1,170,234	1,170,234	1,170,234	1,170,234	1,053,211	n/a
1.2	Maximum allowable total consumption of Annex F substances	Reduction in %	0.0	0.0	0.0	0.0	10.0	n/a
		CO_2-eq tonnes	1,170,234	1,170,234	1,170,234	1,170,234	1,053,211	n/a
2.1	Lead IA (UNDP) agreed funding (US $)		201,211	0	102,814	0	0	304,025
2.2	Support costs for Lead IA (US $)		14,085	0	7,197	0	0	21,282
2.3	Cooperating IA (UNEP) agreed funding (US $)		46,000	0	69,372	0	0	115,372
2.4	Support costs for Cooperating IA (US $)		5,980	0	9,018	0	0	14,998
3.1	Total agreed funding (US $)		247,211	0	172,186	0	0	419,397
3.2	Total support costs (US $)		20,065	0	16,215	0	0	36,280
3.3	Total agreed costs (US $)		267,276	0	188,401	0	0	455,677
4.1.1	Deduction of HFCs under this Agreement (CO_2-eq tonnes)							117,023
4.1.2	Deduction of HFCs from previously approved projects (CO_2-eq tonnes)							0
4.1.3	Remaining eligible consumption for HFCs (CO_2-eq tonnes)							TBD

APPENDIX 3-A: FUNDING APPROVAL SCHEDULE

1. Funding for the future tranches will be considered for approval at the first meeting of the year specified in Appendix 2-A.

APPENDIX 4-A: FORMAT OF THE TRANCHE IMPLEMENTATION REPORTS AND PLANS

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

(a) A narrative report, with data provided by tranche, describing the progress achieved since the previous report, reflecting the situation of the Country in regard to phase-down of Annex F substances, how the different activities contribute to it, and how they relate to each other, including, where applicable, activities related to energy efficiency approved in the context of HFC phase-down pursuant to decision 91/65. The report should include the amount of Annex F substances consumption reduced as a direct result of the implementation of activities, by substance, the alternative technology used and the related phase in of alternatives, to allow the Secretariat to inform the Executive Committee on the resulting change in climate relevant emissions. The report should also include quantitative information on the activities implemented and further highlight the successes, experiences, and challenges related to the different activities included in the Plan, reflecting any changes in the circumstances in the Country, and providing other relevant information. The report should also include information on and justification for any changes vis-à-vis the previously submitted Tranche Implementation Plan(s), such as delays, use of flexibility for the reallocation of funds during implementation of a tranche as provided for in paragraph 7 of this Agreement, or other changes;

(b) An independent verification report on the Plan's results and the consumption of Annex F substances, as per subparagraph 5(b) of the Agreement. If not decided otherwise by the Executive Committee, such a verification of consumption data must be provided with each tranche request, covering all relevant years for which a verification report has not yet been acknowledged by the Committee, as specified in subparagraph 5(a) of the Agreement;

(c) A written description of the activities to be undertaken during the period covered by the requested tranche including quantitative information, highlighting implementation milestones, the time of completion and the interdependence of the activities, and taking into account experiences made and progress achieved in the implementation of earlier tranches; the data in the Plan will be provided by calendar year. The description should 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 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 subparagraph 1(a) above; and

(d) An Executive Summary of about five paragraphs, summarizing the information contained in subparagraphs 1(a) to 1(c) above.

APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES

1. The national ozone unit (NOU) of the Ministry of Environment and Wildlife Resources will be responsible for the overall monitoring, planning, coordination, and implementation of all activities under the Plan. It will assist the Government and non-Government organizations in streamlining their activities for smooth project implementation. Additionally, the NOU will monitor the implementation of capacity-building activities with relevant agencies. It will submit annual progress reports on the implementation status to the Lead IA and the Cooperating IA to monitor the Plan's progress.

2. Annual consumption of HFCs and other ODS will be monitored through the NOU in collaboration with the Sri Lanka Customs Department (SLCD). The Import and Export Control Department (IECD) is a licensing authority that issues import and export permits, while the SLCD will control and monitor the

import and export of HFCs and other ODS at the point of entry. The NOU will liaise with importers of HFCs and other ODS to obtain necessary data for reconciliation of statistics on a periodic basis.

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 Plan;

   (b) Assisting the Country in the preparation of the Tranche Implementation Reports and Plans as per Appendix 4-A;

   (c) Providing independent verification to the Executive Committee that the Targets have been met and associated tranche activities have been completed as indicated in the Tranche Implementation Plan, consistent with Appendix 4-A;

   (d) Ensuring that the experiences and progress are reflected in the updates to the overall Plan and in the future Tranche Implementation Plans, consistent with subparagraph 1(c) of Appendix 4-A;

   (e) Fulfilling the reporting requirements of the Tranche Implementation Reports and Plans and of the overall Plan as specified in Appendix 4-A for submission to the Executive Committee including the activities implemented by the Cooperating IA;

   (f) In the event that the last funding tranche is requested one or more years prior to the last year for which a consumption target had been established, annual Tranche Implementation Reports and, where applicable, verification reports on the current stage of the Plan should be submitted until all activities foreseen had been completed and HFC consumption targets had been met;

   (g) Ensuring that appropriate independent technical experts carry out the technical reviews;

   (h) Carrying out the required supervision missions;

   (i) Ensuring the presence of an operating mechanism to allow for an effective and transparent implementation of the Tranche Implementation Plan and accurate data reporting;

   (j) Coordinating the activities of the Cooperating IA and ensuring the appropriate sequence of activities;

   (k) In case of reductions in funding for failure to comply in accordance with paragraph 11 of the Agreement, to determine, in consultation with the Country and the Cooperating IA, the allocation of the reductions to the different budget items and to the funding of the Lead IA and each Cooperating IA;

   (l) Ensuring that disbursements made to the Country are based on the use of the indicators;

   (m) Providing assistance with the policy, management and technical support when required;

   (n) Reaching consensus with the Cooperating IA on any planning, coordination and reporting arrangements required to facilitate the implementation of the Plan; and

   (o) Timely releasing funds to the Country/participating enterprises for completing the activities related to the project.

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 Plan's results and of the consumption of Annex F substances mentioned in Appendix 1-A, as per subparagraph 5(b) of the Agreement and subparagraph 1(b) of Appendix 4-A.

APPENDIX 6-B: ROLE OF THE COOPERATING IMPLEMENTING AGENCIES

1. The Cooperating IA will be responsible for a range of activities. These activities are specified in the 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 referring to the Lead IA to ensure a coordinated sequence of activities;

(c) Providing reports to the Lead IA on these activities, for inclusion in the consolidated reports as per Appendix 4-A; and

(d) Reaching consensus with the Lead IA on any planning, coordination and reporting arrangements required to facilitate the implementation of the Plan.

APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY WITH THE TARGETS IN THE AGREEMENT

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US $7.17 per CO_2-eq 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, on the understanding that the maximum funding reduction would not exceed the funding level of the tranche being requested. Additional measures might be considered in cases where non-compliance extends for two consecutive years. Where the country has failed to comply with the Agreement due to illegal trade, the reduction in funding would not be applied if the illegally traded controlled substances are seized and subsequently confiscated, destroyed, exported, or returned to the country of origin.

TOGO
KIP for Togo

The Ninety-fifth Meeting of the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Togo for the period 2024-2029 to reduce HFC consumption by 15 per cent of the country's baseline by 2029, in the amount of US $406,800, consisting of US $220,000, plus agency support costs of US $28,600, for UNEP, and US $140,000, plus agency support costs of US $18,200, for UNIDO, as reflected in the schedule contained in annex XLVIII to the present report;

(b) To note:

(i) That upon completion of the end-user technology demonstration project included in stage I of the KIP, UNIDO would submit a final report on the implementation of the project, including the HFC phase-out and energy efficiency gains achieved, in line with decision 92/36(g);

(ii) That the Fund Secretariat had updated the Agreement between the Government of Togo and the Executive Committee for stage II of the HCFC phase-out management plan, as contained in annex XLIX to the present report, specifically Appendix 2-A, to reflect the combination of the second and third tranches of the Agreement, approved at the 91st meeting, into a single tranche to be submitted in 2027, and paragraph 17, which had been added to indicate that the updated Agreement superseded that reached at the 91st meeting (decision 91/48);

(c) To note also:

(i) That the Government of Togo would continue to monitor its HFC consumption to understand the extent to which reported consumption in baseline years was representative of the local market's needs and to assess what future HFC demand would be, and would provide that analysis when submitting the second tranche of its KIP;

(ii) That, on the basis of the information provided in subparagraph (c)(i) above, the maximum allowable consumption limits for the remaining years of stage I of the KIP, as contained in Appendix 2-A of the future Agreement between the Government of the Togo and the Executive Committee, would be revised when the Committee considered the second tranche of the KIP;

(d) To approve the first tranche of stage I of the KIP for Togo, and the corresponding tranche implementation plan, in the amount of US $211,875, consisting of US $117,500, plus agency support costs of US $15,275, for UNEP and US $70,000, plus agency support costs of US $9,100, for UNIDO; and

(e) To request the Government of Togo, UNEP, UNIDO and the Secretariat to finalize the draft Agreement between the Government of Togo and the Executive Committee for the reduction in consumption of HFCs, including the information contained in the annex referred to in subparagraph (a) above, and to submit it to a future meeting once the KIP Agreement template had been approved by the Executive Committee.

(UNEP/OzL.Pro/ExCom/95/94, Decision 95/73).
(Supporting document: UNEP/OzL.Pro/ExCom/95/94 Annex XLVIII).

Annex XLVIII

SCHEDULE OF HFC PHASE-DOWN COMMITMENTS AND FUNDING TRANCHES UNDER THE KIGALI HFC IMPLEMENTATION PLAN FOR TOGO

Kigali HFC implementation plan (stage I)

Row	Particulars	2024	2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances (CO_2-eq tonnes)	1,124,896	1,124,896	1,124,896	1,124,896	1,124,896	1,012,406	n/a
1.2	Maximum allowable total consumption of Annex F substances (CO_2-eq tonnes)	1,124,896	1,124,896	1,124,896	1,124,896	1,124,896	956,162	n/a
2.1	Lead IA (UNEP) agreed funding (US $)	117,500	0	0	102,500	0	0	220,000
2.2	Support costs for Lead IA (US $)	15,275	0	0	13,325	0	0	28,600
2.3	Cooperating IA (UNIDO) agreed funding (US $)	70,000	0	0	70,000	0	0	140,000
2.4	Support costs for Cooperating IA (US $)	9,100	0	0	9,100	0	0	18,200
3.1	Total agreed funding (US $)	187,500	0	0	172,500	0	0	360,000
3.2	Total support costs (US $)	24,375	0	0	22,425	0	0	46,800
3.3	Total agreed costs (US $)	211,875	0	0	194,925	0	0	406,800

TRINIDAD AND TOBAGO
KIP for Trinidad and Tobago

The Ninety-third Meeting of the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Trinidad and Tobago for the period 2023–2029 to reduce, by 2029, HFC consumption by 10 per cent of the country's baseline, in the amount of US $1,177,695, plus agency support costs of US $82,439, for UNDP, as reflected in the schedule contained in annex LVIII to the present report;

(b) To note:

(i) That the Government of Trinidad and Tobago would establish its starting point for sustained aggregate reductions in HFC consumption on the basis of guidance provided by the Executive Committee;

(ii) That, once the cost guidelines for HFC phase-down had been agreed by the Executive Committee, the reductions from the country's remaining HFC consumption eligibility for funding would be determined in line with those guidelines;

(iii) That the reductions from the country's remaining HFC consumption eligible for funding referred to in subparagraph (b)(ii) above would be deducted from the starting point referred to in subparagraph (b)(i) above;

(c) To approve the first tranche of stage I of the KIP for Trinidad and Tobago, and the corresponding tranche implementation plan, in the amount of US $543,249, plus agency support costs of US $38,028, for UNDP; and

(d) To request the Government of Trinidad and Tobago, UNDP and the Secretariat to finalize the draft Agreement between the Government of Trinidad and Tobago and the Executive Committee for the reduction in consumption of HFCs, including the information contained in the annex referred to in subparagraph (a) above, and to submit it to a future meeting once the KIP Agreement template had been approved by the Executive Committee.

(UNEP/OzL.Pro/ExCom/93/105, Decision 93/74).
(Supporting document: UNEP/OzL.Pro/ExCom/93/105, Annex LVIII).

Annex LVIII

SCHEDULE OF HFC PHASE-DOWN COMMITMENTS AND FUNDING TRANCHES UNDER THE KIGALI HFC IMPLEMENTATION PLAN FOR TRINIDAD AND TOBAGO

Kigali HFC implementation plan (stage I)

Row	Particulars	2023	2024	2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances (CO_2-eq tonnes)	n/a	5,681,787	5,681,787	5,681,787	5,681,787	5,681,787	5,113,608	n/a
1.2	Maximum allowable total consumption of Annex F substances (CO_2-eq tonnes)	n/a	5,681,787	5,681,787	5,681,787	5,681,787	5,681,787	5,113,608	n/a
2.1	Lead IA (UNDP) agreed funding (US $)	543,249	0	0	516,677	0	0	117,769	1,177,695
2.2	Support costs for Lead IA (US $)	38,028	0	0	36,167	0	0	8,244	82,439
3.1	Total agreed funding (US $)	543,249	0	0	516,677	0	0	117,769	1,177,695
3.2	Total support costs (US $)	38,028	0	0	36,167	0	0	8,244	82,439
3.3	Total agreed costs (US $)	581,277	0	0	552,844	0	0	126,013	1,260,134

TUNISIA
KIP for Tunisia

The Ninety-fourth Meeting of the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Tunisia for the period 2024–2030 to reduce HFC consumption by 23.8 per cent of the country's baseline by 2030, in the amount of US $2,336,184, consisting of US $2,067,181, plus agency support costs of US $144,703, for UNIDO and US $110,000, plus agency support costs of US $14,300, for UNEP, as reflected in the schedule contained in annex XLV to the present report;

(b) To note:

(i) That the Government of Tunisia would establish its starting point for sustained aggregate reductions in HFC consumption based on guidance provided by the Executive Committee;

(ii) That, once the cost guidelines for HFC phase-down had been agreed by the Executive Committee, reductions from the country's remaining HFC consumption eligible for funding would be determined in line with those guidelines;

(iii) That the reductions from the country's remaining HFC consumption eligible for funding referred to in subparagraph (b)(ii) above would be deducted from the starting point referred to in subparagraph (b)(i);

(c) To note also:

(i) The strong commitment of the Government of Tunisia to support reductions in HFC consumption in advance of the Montreal Protocol targets;

(ii) The commitment of the Government to ban the import and manufacture of HFC-based cold-water dispensers, domestic freezers, domestic refrigerators and stand-alone commercial refrigeration equipment, and residential air-conditioning units based on HFCs with a global-warming potential greater than 700 by 1 January 2027;

(iii) That, should the enterprise Star One not manufacture HFC-32-based residential air-conditioning units on a commercial scale upon completion of its conversion and continue such manufacturing for at least three years, UNIDO would return to the Multilateral Fund the funding associated with the conversion, plus the funding associated with the project management unit and agency support costs;

(iv) That a project to phase out HFCs contained in imported pre-blended polyols in the polyurethane foam sector in Tunisia would be subject to the Executive Committee consideration of funding the phase-out of HFCs contained in imported pre-blended polyols;

(d) To approve the first tranche of stage I of the KIP for Tunisia, and the corresponding tranche implementation plan, in the amount of US $1,689,926, consisting of US $1,526,566, plus agency support costs of US $106,860, for UNIDO and US $50,000, plus agency support costs of US $6,500, for UNEP; and

(e) To request the Government of Tunisia, UNIDO, UNEP and the Secretariat to finalize the draft Agreement between the Government of Tunisia and the Executive Committee for the

reduction in consumption of HFCs, including the information contained in the annex referred to in subparagraph (a) above, and to submit it to a future meeting once the KIP Agreement template had been approved by the Executive Committee.

(UNEP/OzL.Pro/ExCom/94/67, Decision 94/53).
(Supporting document: UNEP/OzL.Pro/ExCom/94/67, Annex XLV).

Annex XLV

SCHEDULE OF HFC COMMITMENTS AND FUNDING TRANCHES UNDER THE KIGALI HFC IMPLEMENTATION PLAN FOR TUNISIA

Kigali HFC implementation plan (stage I)

Row	Particulars	2024	2025	2026	2027	2028	2029	2030	Total
1.1	Montreal Protocol reduction schedule of Annex F substances (CO_2-eq tonnes)	2,367,840	2,367,840	2,367,840	2,367,840	2,367,840	2,131,056	2,131,056	n/a
1.2	Maximum allowable total consumption of Annex F substances (CO_2-eq tonnes)	2,367,840	2,367,840	2,367,840	2,367,840	2,367,840	2,131,056	1,803,694	n/a
2.1	Lead IA (UNIDO) agreed funding (US $)	1,526,566	0	0	435,875	0	0	104,740	2,067,181
2.2	Support costs for Lead IA (US $)	106,860	0	0	30,511	0	0	7,332	144,703
2.3	Cooperating IA (UNEP) agreed funding (US $)	50,000	0	0	45,000	0	0	15,000	110,000
2.4	Support costs for Cooperating IA (US $)	6,500	0	0	5,850	0	0	1,950	14,300
3.1	Total agreed funding (US $)	1,576,566	0	0	480,875	0	0	119,740	2,177,181
3.2	Total support costs (US $)	113,360	0	0	36,361	0	0	9,282	159,003
3.3	Total agreed costs (US $)	1,689,926	0	0	517,236	0	0	129,022	2,336,184

TÜRKIYE
KIP for Türkiye

The Ninety-fifth Meeting of the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Türkiye for the period 2024-2029 to reduce HFC consumption by 14.4 per cent of the country's baseline by 2029, in the amount of US $11,949,132, consisting of US $8,326,287, plus agency support costs of US $582,840, for UNIDO and US $2,841,126, plus agency support costs of US $198,879, for UNDP, as reflected in the schedule contained in annex L to the present report;

(b) To note:

(i) The strong commitment of the Government of Türkiye to support reductions in HFC consumption in advance of the Montreal Protocol targets;

(ii) That the Government of Türkiye would establish its starting point for sustained aggregate reductions in HFC consumption on the basis of guidance provided by the Executive Committee;

(iii) That, once the cost guidelines for HFC phase-down had been agreed by the Executive Committee, reductions from the country's remaining HFC consumption eligible for funding would be determined in line with those guidelines;

(iv) That the reductions from the country's remaining HFC consumption eligible for funding referred to in subparagraph (b)(iii) above would be deducted from the starting point referred to in subparagraph (b)(ii);

(v) That upon completion of the end-user projects in the commercial refrigeration and residential air-conditioning sectors included in stage I of the KIP, UNIDO would submit a final report on the implementation of these projects, including the HFC phase-out and energy efficiency gains achieved, in line with decision 92/36(g);

(vi) That, during the implementation of stage I of the KIP and no later than the 98th meeting, the Government of Türkiye would be allowed, on an exceptional basis, to submit investment projects in the refrigeration, air-conditioning and foam sectors to achieve additional HFC reductions;

(vii) That the Government of Türkiye would continue to monitor its HFC consumption to understand the extent to which reported consumption in the baseline years was representative of the local market's needs and to assess what future HFC demand would be, and would provide that analysis when submitting the investment projects referred to in paragraph (b)(vi);

(viii) That, on the basis of the information provided in subparagraph (b)(vi) and (b)(vii) above, the maximum allowable consumption limits for the remaining years of stage I of the KIP, as contained in Appendix 2-A to the future Agreement between the Government of Türkiye and the Executive Committee, would be revised when the investment projects referred to in paragraph (b)(vi) were submitted;

(c) To approve the first tranche of stage I of the KIP for Türkiye, and the corresponding tranche implementation plan, in the amount of US $2,984,690, consisting of US $1,943,985, plus agency support costs of US $136,079, for UNIDO and US $845,445, plus agency support costs of US $59,181, for UNDP; and

(d) To request the Government of Türkiye, UNIDO, UNDP and the Secretariat to finalize the draft Agreement between the Government of Türkiye and the Executive Committee for the reduction in consumption of HFCs, including the information contained in the annex referred to in subparagraph (a) above, and to submit it to a future meeting once the KIP Agreement template has been approved by the Executive Committee.

(UNEP/OzL.Pro/ExCom/95/94, Decision 95/74).
(Supporting document: UNEP/OzL.Pro/ExCom/95/94 Annex L).

Annex L

SCHEDULE OF HFC PHASE-DOWN COMMITMENTS AND FUNDING TRANCHES UNDER THE KIGALI HFC IMPLEMENTATION PLAN FOR TÜRKIYE

Kigali HFC implementation plan (stage I)

Row	Particulars	2024	2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances (CO_2-eq tonnes)	37,117,410	37,117,410	37,117,410	37,117,410	37,117,410	33,405,669	n/a
1.2	Maximum allowable total consumption of Annex F substances (CO_2-eq tonnes)	37,117,410	37,117,410	37,117,410	37,117,410	37,117,410	31,790,838	n/a
2.1	Lead IA (UNIDO) agreed funding (US $)	1,943,985	0	0	5,262,222	0	1,120,080	8,326,287
2.2	Support costs for Lead IA (US $)	136,079	0	0	368,355	0	78,406	582,840
2.3	Cooperating IA (UNDP) agreed funding (US $)	845,445	0	0	1,637,040	0	358,641	2,841,126
2.4	Support costs for Cooperating IA (US $)	59,181	0	0	114,593	0	25,105	198,879
3.1	Total agreed funding (US $)	2,789,430	0	0	6,899,262	0	1,478,721	11,167,413
3.2	Total support costs (US $)	195,260	0	0	482,948	0	103,511	781,719
3.3	Total agreed costs (US $)	2,984,690	0	0	7,382,210	0	1,582,232	11,949,132

KIP for Turkmenistan (Stage I)

At its **93rd meeting**, the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Turkmenistan for the period 2023–2029 to reduce, by 2029, HFC consumption by 10 per cent of the country's baseline, in the amount of US $325,000, plus agency support costs of US $42,250 for UNIDO, as reflected in the schedule contained in annex LIX to the present report;

(b) To note that, if the HFC consumption level for Turkmenistan in any of the years 2024 to 2025 was above the Montreal Protocol control limits or the maximum allowable consumption in the future Agreement between the Government of Turkmenistan and the Executive Committee, on the understanding that Government of Turkmenistan would continue to make every effort to meet those control limits, the Secretariat would inform and seek guidance from the Executive Committee on the procedure to follow in light of decision XXXV/16;

(c) To approve the first tranche of stage I of the KIP for Turkmenistan, and the corresponding tranche implementation plan, in the amount of US $116,000, plus agency support costs of US $15,080, for UNIDO; and

(d) To request the Government of Turkmenistan, UNIDO and the Secretariat to finalize the draft Agreement between the Government of Turkmenistan and the Executive Committee for the reduction in consumption of HFCs, including the information contained in the annex referred to in subparagraph (a) above, and to submit it to a future meeting once the KIP Agreement template had been approved by the Executive Committee.

UNEP/OzL.Pro/ExCom/93/105: Decision 93/75 and Annex LVIX

At its **97th meeting**, the Executive Committee decided to approve the Agreement between the Government of Turkmenistan and the Executive Committee for the reduction in consumption of HFCs in accordance with stage I of the KIP, as contained in annex XXXVII to the present report.

UNEP/OzL.Pro/ExCom/97/91: Decision 97/35(b)(ii) and Annex XXXVII

Annex XXXVII

AGREEMENT BETWEEN THE GOVERNMENT OF TURKMENISTAN AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROFLUOROCARBONS IN ACCORDANCE WITH STAGE I OF THE KIGALI HFC IMPLEMENTATION PLAN

(Period: 2023–2029)

Purpose

1. This Agreement represents the understanding of the Government of Turkmenistan ("the Country") and the Executive Committee with respect to the reduction of controlled use of Annex F substances set out in Appendix 1-A ("The Substances") to a sustained level of 537,409 CO_2-equivalent (CO_2-eq) tonnes by 1 January 2029 in compliance with the Montreal Protocol schedule and the terms of this Agreement.

2. The Country agrees to meet the annual consumption limits of Annex F 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 Annex F 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 Annex F substances that exceeds the level defined in row 1.2 of Appendix 2-A as the final reduction step under this Agreement for Annex F substances specified in Appendix 1-A.

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 stage I of the Kigali HFC implementation plan ("the Plan") as approved. In accordance with subparagraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of Annex F substances 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.

Conditions for funding release

5. The Executive Committee will only provide the Funding, in accordance with the Funding Approval Schedule, when the Country satisfies the following conditions at least 10 weeks in advance of the applicable Executive Committee meeting set out in the Funding Approval Schedule:

(a) That the Country has met the Targets set out in row 1.2 of Appendix 2-A for all relevant years. Relevant years are all years since the year in which this Agreement was approved. Years for which there are no due country programme implementation reports at the date of the Executive Committee meeting at which the funding request is being presented are exempted;

(b) That the meeting of these Targets has been independently verified for all relevant years, unless the Executive Committee decided that such verification would not be required;

(c) That the Country had submitted a Tranche Implementation Report in accordance with Appendix 4-A ("Format of Tranche Implementation Reports and Plans") covering each previous calendar year; that it had achieved a significant level of implementation of activities initiated with previously approved tranches; and that the rate of disbursement of funding available from the previously approved tranche was more than 20 per cent; and

(d) That the Country has submitted a Tranche Implementation Plan in accordance with Appendix 4-A covering each calendar year until and including the year for which the Funding Approval Schedule foresees the submission of the next tranche or, in case of the final tranche, until completion of all activities foreseen.

Monitoring

6. The Country will ensure that it conducts accurate monitoring of its activities under this Agreement. The institutions set out in Appendix 5-A ("Monitoring Institutions and Roles") will monitor and report on implementation of the activities in the previous Tranche Implementation Plans in accordance with their roles and responsibilities set out in the same appendix.

Flexibility in the reallocation of funds

7. The Executive Committee agrees that the Country may have the flexibility to reallocate part or all approved funds, according to the evolving circumstances, to achieve the smoothest reduction of consumption and phase-down of Annex F substances specified in Appendix 1-A, in accordance with the following considerations:

(a) Reallocations categorized as major changes must be documented in advance, either in a Tranche Implementation Plan as foreseen in subparagraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted 10 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 that would modify any clause of this Agreement;

(iii) Changes in the annual levels of funding allocated to the individual bilateral or implementing agencies for the different tranches;

(iv) Provision of funding for activities not included in the current endorsed Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 30 per cent of the total cost of the last approved tranche;

(v) Changes in alternative technologies, on the understanding that any submission for such a request would identify the associated incremental costs, the potential impact on the climate, and any differences in CO_2-eq tonnes to be phased down if applicable, as well as confirm that the Country agrees that potential savings related to the change of technology would accordingly decrease the overall funding level under this Agreement;

(b) Reallocations not categorized as major changes may be incorporated into the approved Tranche Implementation Plan, under implementation at the time, and reported to the Executive Committee in the subsequent Tranche Implementation Report; and

(c) Any remaining funds held by the bilateral or implementing agencies or the Country under the Plan will be returned to the Multilateral Fund upon completion of the last tranche foreseen under this Agreement.

8. Specific attention will be paid to the execution of activities in the refrigeration servicing sector included in the Plan, in particular that the Country may use the flexibility available under this Agreement to address specific needs that might arise during project implementation.

Bilateral and implementing agencies

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") 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 the Lead IA taking part in this Agreement.

10. The Lead IA will be responsible for ensuring coordinated planning, implementation and reporting of all activities under this Agreement, including but not limited to the independent verification as per subparagraph 5(b). The role of the Lead IA is contained in Appendix 6-A. The Executive Committee agrees, in principle, to provide the Lead IA with the fees set out in row 2.2 of Appendix 2-A.

Non-compliance with the Targets in the Agreement

11. Should the Country, for any reason, not meet the Targets for the elimination of Annex F 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 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 CO_2-eq 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 decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding 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 decisions 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 the information necessary to verify compliance with this Agreement.

Date of completion

14. The completion of the Plan 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 at that time there still be activities that are outstanding, and which were foreseen in the last Tranche Implementation Plan and its subsequent revisions as per subparagraph 5(d) and paragraph 7, the completion of the Plan will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per subparagraphs 1(a), 1(b), and 1(d) of Appendix 4-A will continue until the time of the completion of the Plan unless otherwise specified by the Executive Committee.

Validity

15. All 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 Agreement may be modified or terminated only by mutual written agreement of the Country and the Executive Committee of the Multilateral Fund.

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substances	Starting point for aggregate reductions in consumption (CO_2-eq tonnes)
HFCs	n/a

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars		2023	2024	2025	2026-2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances	%	n/a	freeze	freeze	freeze	10	n/a
		CO_2-eq tonnes	n/a	597,121	597,121	597,121	537,409	n/a
1.2	Maximum allowable total consumption of Annex F substances	Reduction in %	n/a	0.0	0.0	0.0	10.0	n/a
		CO_2-eq tonnes	n/a	597,121	597,121	597,121	537,409	n/a
2.1	Lead IA (UNIDO) agreed funding (US $)		116,000	0	141,000	0	68,000	325,000
2.2	Support costs for Lead IA (US $)		15,080	0	18,330	0	8,840	42,250
3.1	Total agreed funding (US $)		116,000	0	141,000	0	68,000	325,000
3.2	Total support costs (US $)		15,080	0	18,330	0	8,840	42,250
3.3	Total agreed costs (US $)		131,080	0	159,330	0	76,840	367,250

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 THE TRANCHE IMPLEMENTATION REPORTS AND PLANS

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

(a) A narrative report, with data provided by tranche, describing the progress achieved since the previous report, reflecting the situation of the Country in regard to phase-down of Annex F substances, how the different activities contribute to it, and how they relate to each other, including, where applicable, activities related to energy efficiency approved in the context of HFC phase-down pursuant to decision 91/65. The report should include the amount of Annex F substances consumption reduced as a direct result of the implementation of activities, by substance, the alternative technology used and the related phase in of alternatives, to allow the Secretariat to inform the Executive Committee on the resulting change in climate relevant emissions. The report should also include quantitative information on the activities implemented and further highlight the successes, experiences, and challenges related to the different activities included in the Plan, reflecting any changes in the circumstances in the Country, and providing other relevant information. The report should also include information on and justification for any changes vis-à-vis the previously submitted Tranche Implementation Plan(s), such as delays, use of flexibility for the reallocation of funds during implementation of a tranche as provided for in paragraph 7 of this Agreement, or other changes;

(b) An independent verification report on the Plan's results and the consumption of Annex F substances, as per subparagraph 5(b) of the Agreement. If not decided otherwise by the Executive Committee, such a verification of consumption data must be provided with each tranche request, covering all relevant years for which a verification report has not yet been acknowledged by the Committee, as specified in subparagraph 5(a) of the Agreement;

(c) A written description of the activities to be undertaken during the period covered by the requested tranche including quantitative information, highlighting implementation milestones, the time of completion and the interdependence of the activities, and taking into account experiences made and progress achieved in the implementation of earlier tranches; the data in the Plan will be provided by calendar year. The description should 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 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 subparagraph 1(a) above; and

(d) An Executive Summary of about five paragraphs, summarizing the information contained in subparagraphs 1(a) to 1(c) above.

APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES

1. The Ministry of Environmental Protection (MEP) and the national ozone unit (NOU) are responsible for overall project control, coordination, assessment and monitoring. The NOU will coordinate the daily work of project implementation and assist the enterprises and both the Government and non-Government offices and organizations in streamlining activities for smooth project implementation and ensuring sustainability of results. The NOU will notably help the MEP in monitoring the progress of implementation and reporting to the Executive Committee. Implementation of activities will be further supported by various administrative and service bodies within the Government, international and national consultants, suppliers of equipment and services, and beneficiary enterprises.

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 Plan;

(b) Assisting the Country in the preparation of the Tranche Implementation Reports and Plans as per Appendix 4-A;

(c) Providing independent verification to the Executive Committee that the Targets have been met and associated tranche activities have been completed as indicated in the Tranche Implementation Plan, consistent with Appendix 4-A;

(d) Ensuring that the experiences and progress are reflected in the updates to the overall Plan and in the future Tranche Implementation Plans, consistent with subparagraph 1(c) of Appendix 4-A;

(e) Fulfilling the reporting requirements of the Tranche Implementation Reports and Plans and of the overall Plan as specified in Appendix 4-A for submission to the Executive Committee;

(f) In the event that the last funding tranche is requested one or more years prior to the last year for which a consumption target had been established, annual Tranche Implementation Reports and, where applicable, verification reports on the current stage of the Plan should be submitted until all activities foreseen had been completed and HFC consumption targets had been met;

(g) Ensuring that appropriate independent technical experts carry out the technical reviews;

(h) Carrying out the required supervision missions;

(i) Ensuring the presence of an operating mechanism to allow for an effective and transparent implementation of the Tranche Implementation Plan and accurate data reporting;

(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, the allocation of the reductions to the different budget items and to the funding of the Lead IA;

(k) Ensuring that disbursements made to the Country are based on the use of the indicators;

(l) Providing assistance with the policy, management and technical support when required; and

(m) Timely releasing funds to the Country/participating enterprises for completing the activities related to the project.

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 Plan's results and of the consumption of Annex F substances mentioned in Appendix 1-A, as per subparagraph 5(b) of the Agreement and subparagraph 1(b) of Appendix 4-A.

APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY WITH THE TARGETS IN THE AGREEMENT

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US $7.00 per CO_2-eq 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, on the understanding that the maximum funding reduction would not exceed the funding level of the tranche being requested. Additional measures might be considered in cases where non-compliance extends for two consecutive years. Where the Country has failed to comply with the Agreement due to illegal trade, the reduction in funding would not be applied if the illegally traded controlled substances are seized and subsequently confiscated, destroyed, exported, or returned to the country of origin.

UNEP/OzL.Pro/ExCom/97/91: Decision 97/35(b)(ii) and Annex XXXVII

KIP for the United Republic of Tanzania (Stage I)

At its **97th meeting**, the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for the United Republic of Tanzania for the period from 2025 to 2029 to reduce HFC consumption by 10 per cent of the country's baseline, in the amount of US $192,100, consisting of US $106,000, plus agency support costs of US $13,780, for UNEP and US $64,000, plus agency support costs of US $8,320, for UNIDO;

(b) To note that, upon completion of the end-user project included in stage I of the KIP, UNIDO would submit a final report on the implementation of this project, including the HFC phase-out and energy-efficiency gains achieved, in line with decision 92/36(g);

(c) To approve the Agreement between the Government of the United Republic of Tanzania and the Executive Committee for the reduction in consumption of HFCs in accordance with stage I of the KIP, contained in annex LVIII to the present report; and

(d) To approve the first tranche of stage I of the KIP for the United Republic of Tanzania, and the corresponding tranche implementation plan, in the amount of US $107,915, consisting of US $61,500, plus agency support costs of US $7,995, for UNEP and US $34,000, plus agency support costs of US $4,420, for UNIDO.

UNEP/OzL.Pro/ExCom/97/91: Decision 97/69 and Annex LVIII

Annex LVIII

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED REPUBLIC OF TANZANIA AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROFLUOROCARBONS IN ACCORDANCE WITH STAGE I OF THE KIGALI HFC IMPLEMENTATION PLAN

(Period: 2025–2029)

Purpose

1. This Agreement represents the understanding of the Government of the United Republic of Tanzania ("the Country") and the Executive Committee with respect to the reduction of controlled use of Annex F substances set out in Appendix 1-A ("The Substances") to a sustained level of 196,750 CO_2-equivalent (CO_2-eq) tonnes by 1 January 2029 in compliance with the Montreal Protocol schedule and the terms of this Agreement.

2. The Country agrees to meet the annual consumption limits of Annex F 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 Annex F 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 Annex F substances that exceeds the level defined in row 1.2 of Appendix 2-A as the final reduction step under this Agreement for Annex F substances specified in Appendix 1-A.

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 stage I of the Kigali HFC implementation plan ("the Plan") as approved. In accordance with subparagraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of Annex F substances 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 only provide the Funding, in accordance with the Funding Approval Schedule, when the Country satisfies the following conditions at least 10 weeks in advance of the applicable Executive Committee meeting set out in the Funding Approval Schedule:

(a) That the Country has met the Targets set out in row 1.2 of Appendix 2-A for all relevant years. Relevant years are all years since the year in which this Agreement was approved. Years for which there are no due country programme implementation reports at the date of the Executive Committee meeting at which the funding request is being presented are exempted;

(b) That the meeting of these Targets has been independently verified for all relevant years, unless the Executive Committee decided that such verification would not be required;

(c) That the Country had submitted a Tranche Implementation Report in accordance with Appendix 4-A ("Format of Tranche Implementation Reports and Plans") covering each previous calendar year; that it had achieved a significant level of implementation of

activities initiated with previously approved tranches; and that the rate of disbursement of funding available from the previously approved tranche was more than 20 per cent; and

(d) That the Country has submitted a Tranche Implementation Plan in accordance with Appendix 4-A covering each calendar year until and including the year for which the Funding Approval Schedule foresees the submission of the next tranche or, in case of the final tranche, until completion of all activities foreseen.

Monitoring

6. The Country will ensure that it conducts accurate monitoring of its activities under this Agreement. The institutions set out in Appendix 5-A ("Monitoring Institutions and Roles") will monitor and report on implementation of the activities in the previous Tranche Implementation Plans in accordance with their roles and responsibilities set out in the same appendix.

Flexibility in the reallocation of funds

7. The Executive Committee agrees that the Country may have the flexibility to reallocate part or all approved funds, according to the evolving circumstances, to achieve the smoothest reduction of consumption and phase-down of Annex F substances specified in Appendix 1-A, in accordance with the following considerations:

(a) Reallocations categorized as major changes must be documented in advance, either in a Tranche Implementation Plan as foreseen in subparagraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted 10 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 that would modify any clause of this Agreement;

(iii) Changes in the annual levels of funding allocated to the individual bilateral or implementing agencies for the different tranches;

(iv) Provision of funding for activities not included in the current endorsed Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 30 per cent of the total cost of the last approved tranche;

(v) Changes in alternative technologies, on the understanding that any submission for such a request would identify the associated incremental costs, the potential impact on the climate, and any differences in CO_2-eq tonnes to be phased down if applicable, as well as confirm that the Country agrees that potential savings related to the change of technology would accordingly decrease the overall funding level under this Agreement;

(b) Reallocations not categorized as major changes may be incorporated into the approved Tranche Implementation Plan, under implementation at the time, and reported to the Executive Committee in the subsequent Tranche Implementation Report; and

(c) Any remaining funds held by the bilateral or implementing agencies or the Country under the Plan will be returned to the Multilateral Fund upon completion of the last tranche foreseen under this Agreement.

8. Specific attention will be paid to the execution of activities in the refrigeration servicing sector included in the Plan, in particular that the Country may use the flexibility available under this Agreement to address specific needs that might arise during project implementation.

Bilateral and implementing agencies

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 the Lead IA and/or Cooperating IA taking part in this Agreement.

10. The Lead IA will be responsible for ensuring coordinated planning, implementation and reporting of all activities under this Agreement, including but not limited to the independent verification as per subparagraph 5(b). The Cooperating IA will support the Lead IA by implementing the Plan under the overall coordination of the Lead IA. The roles of the Lead IA and Cooperating IA are contained in Appendix 6-A and Appendix 6-B, respectively. 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.

Non-compliance with the Targets in the Agreement

11. Should the Country, for any reason, not meet the Targets for the elimination of Annex F 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 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 CO_2-eq 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 decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding 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 decisions 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.

Date of completion

14. The completion of the Plan 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 at that time there still be activities that are outstanding, and which were foreseen in the last Tranche Implementation Plan and its subsequent revisions as per subparagraph 5(d) and paragraph 7, the completion of the Plan will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per subparagraphs 1(a), 1(b), and 1(d) of Appendix 4-A will continue until the time of the completion of the Plan unless otherwise specified by the Executive Committee.

Validity

15. All 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 Agreement may be modified or terminated only by mutual written agreement of the Country and the Executive Committee of the Multilateral Fund.

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substances	Starting point for aggregate reductions in consumption (CO_2-eq tonnes)
HFCs	n/a

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars		2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances	%	freeze	freeze	freeze	freeze	10	n/a
		CO_2-eq tonnes	218,611	218,611	218,611	218,611	196,750	n/a
1.2	Maximum allowable total consumption of Annex F substances	Reduction in %	0.0	0.0	0.0	0.0	10.0	n/a
		CO_2-eq tonnes	218,611	218,611	218,611	218,611	196,750	n/a
2.1	Lead IA (UNEP) agreed funding (US $)		61,500	0	0	44,500	0	106,000
2.2	Support costs for Lead IA (US $)		7,995	0	0	5,785	0	13,780
2.3	Cooperating IA (UNIDO) agreed funding (US $)		34,000	0	0	30,000	0	64,000
2.4	Support costs for Cooperating IA (US $)		4,420	0	0	3,900	0	8,320
3.1	Total agreed funding (US $)		95,500	0	0	74,500	0	170,000
3.2	Total support costs (US $)		12,415	0	0	9,685	0	22,100
3.3	Total agreed costs (US $)		107,915	0	0	84,185	0	192,100

APPENDIX 3-A: FUNDING APPROVAL SCHEDULE

1. Funding for the future tranches will be considered for approval at the first meeting of the year specified in Appendix 2-A.

APPENDIX 4-A: FORMAT OF THE TRANCHE IMPLEMENTATION REPORTS AND PLANS

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

(a) A narrative report, with data provided by tranche, describing the progress achieved since the previous report, reflecting the situation of the Country in regard to phase-down of Annex F substances, how the different activities contribute to it, and how they relate to each other, including, where applicable, activities related to energy efficiency approved in the context of HFC phase-down pursuant to decision 91/65. The report should include the amount of Annex F substances consumption reduced as a direct result of the implementation of activities, by substance, the alternative technology used and the related phase in of alternatives, to allow the Secretariat to inform the Executive Committee on the resulting change in climate relevant emissions. The report should also include quantitative information on the activities implemented and further highlight the successes, experiences,

and challenges related to the different activities included in the Plan, reflecting any changes in the circumstances in the Country, and providing other relevant information. The report should also include information on and justification for any changes vis-à-vis the previously submitted Tranche Implementation Plan(s), such as delays, use of flexibility for the reallocation of funds during implementation of a tranche as provided for in paragraph 7 of this Agreement, or other changes;

(b) An independent verification report on the Plan's results and the consumption of Annex F substances, as per subparagraph 5(b) of the Agreement. If not decided otherwise by the Executive Committee, such a verification of consumption data must be provided with each tranche request, covering all relevant years for which a verification report has not yet been acknowledged by the Committee, as specified in subparagraph 5(a) of the Agreement;

(c) A written description of the activities to be undertaken during the period covered by the requested tranche including quantitative information, highlighting implementation milestones, the time of completion and the interdependence of the activities, and taking into account experiences made and progress achieved in the implementation of earlier tranches; the data in the Plan will be provided by calendar year. The description should 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 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 subparagraph 1(a) above; and

(d) An Executive Summary of about five paragraphs, summarizing the information contained in subparagraphs 1(a) to 1(c) above.

APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES

1. The national ozone unit, under the Division of Environment of the Vice President's Office of the Country, is responsible for monitoring the progress of implementation of activities under the Plan. Monitoring will be carried out throughout the implementation period to ensure efficient and effective execution of activities, overall project coordination, stakeholder engagement, timely delivery of training sessions and other expected outputs, and to facilitate the HFC consumption verification undertaken by the Lead IA.

2. The Division of Environment of the Vice President's Office will be responsible for ensuring the sustainability of the consumption reduction targets achieved under the Agreement.

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 Plan;

(b) Assisting the Country in the preparation of the Tranche Implementation Reports and Plans as per Appendix 4-A;

(c) Providing independent verification to the Executive Committee that the Targets have been met and associated tranche activities have been completed as indicated in the Tranche Implementation Plan, consistent with Appendix 4-A;

(d) Ensuring that the experiences and progress are reflected in the updates to the overall Plan and in the future Tranche Implementation Plans, consistent with subparagraph 1(c) of Appendix 4-A;

(e) Fulfilling the reporting requirements of the Tranche Implementation Reports and Plans and of the overall Plan as specified in Appendix 4-A for submission to the Executive Committee including the activities implemented by the Cooperating IA;

(f) In the event that the last funding tranche is requested one or more years prior to the last year for which a consumption target had been established, annual Tranche Implementation Reports and, where applicable, verification reports on the current stage of the Plan should be submitted until all activities foreseen had been completed and HFC consumption targets had been met;

(g) Ensuring that appropriate independent technical experts carry out the technical reviews;

(h) Carrying out the required supervision missions;

(i) Ensuring the presence of an operating mechanism to allow for an effective and transparent implementation of the Tranche Implementation Plan and accurate data reporting;

(j) Coordinating the activities of the Cooperating IA and ensuring the appropriate sequence of activities;

(k) In case of reductions in funding for failure to comply in accordance with paragraph 11 of the Agreement, to determine, in consultation with the Country and the Cooperating IA, the allocation of the reductions to the different budget items and to the funding of the Lead IA and each Cooperating IA;

(l) Ensuring that disbursements made to the Country are based on the use of the indicators;

(m) Providing assistance with the policy, management and technical support when required;

(n) Reaching consensus with the Cooperating IA on any planning, coordination and reporting arrangements required to facilitate the implementation of the Plan; and

(o) Timely releasing funds to the Country/participating enterprises for completing the activities related to the project.

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 Plan's results and of the consumption of Annex F substances mentioned in Appendix 1-A, as per subparagraph 5(b) of the Agreement and subparagraph 1(b) of Appendix 4-A.

APPENDIX 6-B: ROLE OF THE COOPERATING IMPLEMENTING AGENCIES

1. The Cooperating IA will be responsible for a range of activities. These activities are specified in the 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 referring to the Lead IA to ensure a coordinated sequence of activities;

(c) Providing reports to the Lead IA on these activities, for inclusion in the consolidated reports as per Appendix 4-A; and

(d) Reaching consensus with the Lead IA on any planning, coordination and reporting arrangements required to facilitate the implementation of the Plan.

APPENDIX 7-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY WITH THE TARGETS IN THE AGREEMENT

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US $7.00 per CO_2-eq 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, on the understanding that the maximum funding reduction would not exceed the funding level of the tranche being requested. Additional measures might be considered in cases where non-compliance extends for two consecutive years. Where the Country has failed to comply with the Agreement due to illegal trade, the reduction in funding would not be applied if the illegally traded controlled substances are seized and subsequently confiscated, destroyed, exported, or returned to the country of origin.

UNEP/OzL.Pro/ExCom/97/91: Decision 97/69 and Annex LVIII

URUGUAY
KIP for Uruguay

The Ninety-fifth Meeting of the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Uruguay for the period 2024–2029 to reduce HFC consumption by 10 per cent of the country's baseline by 2029, in the amount of US $367,250, consisting of US $219,340, plus agency support costs of US $28,514, for UNDP and US $105,660, plus agency support costs of US $13,736, for UNIDO, as reflected in the schedule contained in annex LI to the present report;

(b) To note:

(i) The commitment of the country to ban the manufacture and import of HFC-based domestic refrigerators and stand-alone commercial refrigeration equipment by 1 July 2027 and 1 January 2029, respectively;

(ii) That a project to phase out HFCs contained in imported pre-blended polyols in the polyurethane foam sector in Uruguay would be subject to the decision taken by the Executive Committee on whether it would fund the phase-out of HFCs contained in imported pre-blended polyols;

(iii) That the Government of Uruguay would establish its starting point for sustained aggregate reductions in HFC consumption on the basis of guidance provided by the Executive Committee;

(iv) That, once the cost guidelines for HFC phase-down had been agreed by the Executive Committee, reductions from the country's remaining HFC consumption eligible for funding would be determined in line with those guidelines;

(v) That the reductions from the country's remaining HFC consumption eligible for funding referred to in subparagraph (b)(iv) above would be deducted from the starting point referred to in subparagraph (b)(iii);

(c) To note also:

(i) That the Government of Uruguay would continue to monitor its HFC consumption to understand the extent to which reported consumption in baseline years was representative of the local market's needs and to assess what future HFC demand would be and would provide that analysis when submitting the second tranche of its KIP;

(ii) That, on the basis of the information provided in subparagraph (c)(i) above, the maximum allowable consumption limits for the remaining years of stage I of the KIP, as contained in Appendix 2-A to the future Agreement between the Government of the Uruguay and the Executive Committee, would be revised when the Committee considered the second tranche of the KIP;

(d) To approve the first tranche of stage I of the KIP for Uruguay, and the corresponding tranche implementation plan, in the amount of US $199,769, consisting of US $126,927, plus agency support costs of US $16,500, for UNDP and US $49,860, plus agency support costs of US $6,482, for UNIDO; and

(e) To request the Government of Uruguay, UNDP, UNIDO and the Secretariat to finalize the

draft Agreement between the Government of Uruguay and the Executive Committee for the reduction in consumption of HFCs, including the information contained in the annex referred to in subparagraph (a) above, and to submit it to a future meeting once the KIP Agreement template had been approved by the Executive Committee.

(UNEP/OzL.Pro/ExCom/95/94, Decision 95/75).
(Supporting document: UNEP/OzL.Pro/ExCom/95/94 Annex LI).

Annex LI

SCHEDULE OF HFC PHASE-DOWN COMMITMENTS AND FUNDING TRANCHES UNDER THE KIGALI HFC IMPLEMENTATION PLAN FOR URUGUAY

Kigali HFC implementation plan (stage I)

Row	Particulars	2024	2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances (CO_2-eq tonnes)	1,012,431	1,012,431	1,012,431	1,012,431	1,012,431	911,188	n/a
1.2	Maximum allowable total consumption of Annex F substances (CO_2-eq tonnes)	1,012,431	1,012,431	1,012,431	1,012,431	1,012,431	911,188	n/a
2.1	Lead IA (UNDP) agreed funding (US $)	126,927	0	0	92,413	0	0	219,340
2.2	Support costs for Lead IA (US $)	16,500	0	0	12,014	0	0	28,514
2.3	Cooperating IA (UNIDO) agreed funding (US $)	49,860	0	0	55,800	0	0	105,660
2.4	Support costs for Cooperating IA (US $)	6,482	0	0	7,254	0	0	13,736
3.1	Total agreed funding (US $)	176,787	0	0	148,213	0	0	325,000
3.2	Total support costs (US $)	22,982	0	0	19,268	0	0	42,250
3.3	Total agreed costs (US $)	199,769	0	0	167,481	0	0	367,250

VIET NAM
KIP for Viet Nam

The Ninety-third Meeting of the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Viet Nam for the period 2023–2029 to reduce, by 2029, HFC consumption by 10 per cent of the country's established baseline, in the amount of US $5,029,063, consisting of US $3,593,183, plus agency support costs of US $251,522, for the World Bank and US $1,057,980, plus agency support costs of US $126,378, for UNEP, as reflected in the schedule contained in annex LX to the present report;

(b) To note:

(i) That the Government of Viet Nam would establish its starting point for sustained aggregate reductions in HFC consumption on the basis of guidance provided by the Executive Committee;

(ii) That, once the cost guidelines for HFC phase-down had been agreed by the Executive Committee, the reductions from the country's remaining HFC consumption eligible for funding would be determined in accordance with those guidelines;

(iii) That the reductions from the country's remaining HFC consumption eligible for funding referred to in subparagraph (b)(ii) above would be deducted from the starting point referred to in subparagraph (b)(i) above;

(iv) The commitment of the Government of Viet Nam to issue a ban on the use of HFC-23 in new installations of fire-suppression systems by 1 January 2025; on the manufacturing and import of stand-alone commercial refrigeration and domestic refrigeration equipment using HFCs by 1 January 2029; on the manufacturing and import of mobile air-conditioning systems using R-407C by 1 January 2029; and on the manufacturing and import of residential air-conditioning units and heat pumps below 60,000 British thermal units/hour using R-410A and R-417A by 1 January 2029;

(v) That, upon completion of the end-user technology demonstration project included in stage I of the KIP, the World Bank would submit a final report on the implementation of the project, including the HFC phase-out and, if available, energy-efficiency gains achieved, in line with subparagraph (g) of decision 92/36;

(c) To note also that the Government of Viet Nam would continue to monitor its HFC consumption to understand HFC demand in future years and would provide that analysis when submitting future tranches of its KIP;

(d) To approve the first tranche of stage I of the KIP for Viet Nam, and the corresponding tranche implementation plan, in the amount of US $2,183,683, consisting of US $1,557,792, plus agency support costs of US $109,045, for the World Bank and US $461,696, plus agency support costs of US $55,150, for UNEP; and

(e) To request the Government of Viet Nam, the World Bank, UNEP and the Secretariat to finalize the draft Agreement between the Government of Viet Nam and the Executive Committee for the reduction in consumption of HFCs, including the information contained in the annex referred to in subparagraph (a) above, and to submit it to a future meeting once the KIP Agreement template had been approved by the Executive Committee.

(UNEP/OzL.Pro/ExCom/93/105, Decision 93/76).
(Supporting document: UNEP/OzL.Pro/ExCom/93/105, Annex LX).

Annex LX

SCHEDULE OF HFC PHASE-DOWN COMMITMENTS AND FUNDING TRANCHES UNDER THE KIGALI HFC IMPLEMENTATION PLAN FOR VIET NAM

Kigali HFC implementation plan (stage I)

Row	Particulars	2023	2024	2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances (CO_2-eq tonnes)	n/a	13,991,360	13,991,360	13,991,360	13,991,360	13,991,360	12,592,224	n/a
1.2	Maximum allowable total consumption of Annex F substances (CO_2-eq tonnes)	n/a	13,991,360	13,991,360	13,991,360	13,991,360	13,991,360	12,592,224	n/a
2.1	Lead IA (the World Bank) agreed funding (US $)	1,557,792	0	0	1,513,187	0	0	522,204	3,593,183
2.2	Support costs for Lead IA (US $)	109,045	0	0	105,923	0	0	36,554	251,522
2.3	Cooperating IA (UNEP) agreed funding (US $)	461,696	0	0	440,301	0	0	155,983	1,057,980
2.4	Support costs for Cooperating IA (US $)	55,150	0	0	52,595	0	0	18,633	126,378
3.1	Total agreed funding (US $)	2,019,488	0	0	1,953,488	0	0	678,187	4,651,163
3.2	Total support costs (US $)	164,195	0	0	158,518	0	0	55,187	377,900
3.3	Total agreed costs (US $)	2,183,683	0	0	2,112,006	0	0	733,374	5,029,063

ZIMBABWE
KIP for Zimbabwe

The Ninety-fifth Meeting of the Executive Committee decided:

(a) To approve, in principle, stage I of the Kigali HFC implementation plan (KIP) for Zimbabwe for the period 2024–2029 to reduce HFC consumption by 10 per cent of the country's average HFC consumption in the baseline years (or 37 per cent of the country's baseline) by 2029, in the amount of US $488,160, consisting of US $312,000, plus agency support costs of US $40,560, for UNEP and US $120,000, plus agency support costs of US $15,600, for UNDP, as reflected in the schedule contained in annex LII to the present report;

(b) To note:

(i) That, in line with decision 82/81(b), stage I of the KIP included an additional US $462,841, consisting of US $326,954, plus agency support costs of US $22,887, for UNDP and US $100,000, plus agency support costs of US $13,000, for the Government of France, related to the project approved at the 82nd meeting to phase out 14.50 metric tonnes (20,735 carbon dioxide-equivalent tonnes) in the conversion from HFC-134a to isobutane (R-600a) in the manufacture of domestic refrigerators at the enterprise Capri;

(ii) That the Government of Zimbabwe would establish its starting point for sustained aggregate reductions in HFC consumption on the basis of guidance provided by the Executive Committee;

(iii) That, once the cost guidelines for HFC phase-down had been agreed by the Executive Committee, reductions from the country's remaining HFC consumption eligible for funding would be determined in line with those guidelines;

(iv) That the reductions from the country's remaining HFC consumption eligible for funding referred to in subparagraph (b)(iii) above would be deducted from the starting point referred to in subparagraph (b)(ii);

(v) That the Government of Zimbabwe would put in place a ban on the import of HFC-134a-based domestic refrigerators by 1 January 2026;

(vi) That, upon completion of the end-user project included in stage I of the KIP, UNDP would submit a final report on the implementation of the project, including the HFC phase-out and energy-efficiency gains achieved, in line with decision 92/36(g);

(c) To approve the first tranche of stage I of the KIP for Zimbabwe, and the corresponding tranche implementation plan, in the amount of US $272,895, consisting of US $151,500, plus agency support costs of US $19,695, for UNEP and US $90,000, plus agency support costs of US $11,700, for UNDP;

(d) To request the Government of Zimbabwe, UNEP, UNDP and the Secretariat to finalize the draft Agreement between the Government of Zimbabwe and the Executive Committee for the reduction in consumption of HFCs, including the information contained in the annex referred to in subparagraph (a) above, and to submit it to a future meeting once the KIP Agreement template had been approved by the Executive Committee; and

(e) To approve the extension of the project referred to in subparagraph (b)(i) above to

30 June 2025, and request UNDP to submit a project completion report on that project to the 97th meeting.

(UNEP/OzL.Pro/ExCom/95/94, Decision 95/77).
(Supporting document: UNEP/OzL.Pro/ExCom/95/94 Annex LII).

Annex LII

SCHEDULE OF HFC PHASE-DOWN COMMITMENTS AND FUNDING TRANCHES UNDER THE KIGALI HFC IMPLEMENTATION PLAN FOR ZIMBABWE

Kigali HFC implementation plan (stage I)

Row	Particulars	2018*	2024	2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances (CO_2-eq tonnes)	n/a	1,210,624	1,210,624	1,210,624	1,210,624	1,210,624	1,089,561	n/a
1.2	Maximum allowable total consumption of Annex F substances (CO_2-eq tonnes)	n/a	945,654	945,654	945,654	945,654	892,463	761,510	n/a
2.1	Lead IA (UNEP) agreed funding (US $)	0	151,500	0	0	106,500	0	54,000	312,000
2.2	Support costs for Lead IA (US $)	0	19,695	0	0	13,845	0	7,020	40,560
2.3	Cooperating IA (UNDP) agreed funding (US $)	326,954	90,000	0	0	0	0	30,000	446,954
2.4	Support costs for Cooperating IA (US $)	22,887	11,700	0	0	0	0	3,900	38,487
2.5	Cooperating IA (France) agreed funding (US $)	100,000	0	0	0	0	0	0	100,000
2.6	Support costs for Cooperating IA (US $)	13,000	0	0	0	0	0	0	13,000
3.1	Total agreed funding (US $)	426,954	241,500	0	0	106,500	0	84,000	858,954
3.2	Total support costs (US $)	35,887	31,395	0	0	13,845	0	10,920	92,047
3.3	Total agreed costs (US $)	462,841	272,895	0	0	120,345	0	94,920	951,001

* Approved at the 82nd meeting to phase out 14.50 mt (20,735 CO_2-eq tonnes) of HFC-134a for the conversion in the manufacture of domestic refrigerators at Capri (decision 82/81).

MEXICO
HFC-23 by-product emissions

The Eighty-sixth Meeting of the Executive Committee decided:

(a) To note the project proposal options to control and phase out HFC-23 by-product emissions at Quimobásicos contained in document UNEP/OzL.Pro/ExCom/86/96, Key aspects related to HFC-23 by-product control technologies: Mexico (decision 84/91);

(b) To approve, in principle, US $3,833,384, plus agency support costs of US $268,337 for UNIDO, to enable the Government of Mexico to comply with the HFC-23 by-product emission control obligations under the Kigali Amendment to the Montreal Protocol, on the understanding that:

(i) The Government of Mexico would ensure that, by 1 January 2022 and thereafter, emissions of HFC-23 by-product from HCFC-22 production lines were destroyed in compliance with the Montreal Protocol, such that emissions for both lines were at or below 0.1 kg of HFC-23 per 100 kg of HCFC-22 produced;

(ii) The Government of Mexico had the flexibility to use the funding approved in principle in sub-paragraph (b) above to refurbish either of the two, or both, plasma-arc destruction units installed at Quimobásicos, as described in document UNEP/OzL.Pro/ExCom/85/65, on the understanding that any additional funding required would be covered by Quimobásicos;

(iii) A maximum amount of US $2,995,047, out of the total funding approved, was associated with incremental operating costs and would be divided into annual tranches to be provided to Mexico upon verification of the quantity of HFC-23 by-product destroyed;

(iv) The incremental operating costs in each annual tranche would be calculated by multiplying the number of kilogrammes of HFC-23 destroyed by US $3.28/kg;

(v) The project would be completed by 1 January 2031;

(vi) The Government of Mexico committed to ensuring that there would be no additional funding from other sources, including HFC-23 credits or offsets, for the control of HFC-23 by-product emissions from the production lines concerned, during or after completion of the project;

(c) To note:

(i) The commitment by Quimobásicos to suspend production of HCFC-22 for up to two weeks to allow for the repair of the plasma-arc destruction unit, if the Government of Mexico were to choose Option 1A in document UNEP/OzL.Pro/ExCom/85/65;

(ii) The commitment by the Government of Mexico to ensure that emissions of HFC-23 by-product from HCFC-22 production by Quimobásicos would continue to be controlled and verified in the same manner after the completion of the project, including by means of policies and legislation;

(iii) That the funding approved in principle specified in sub-paragraph (b) above was the total funding that would be available to the Government of Mexico from the Multilateral Fund for the control of HFC-23 by-product emissions;

(iv) The funding provided included reductions for non-Article 5 ownership and exports to non-Article 5 Parties;

(v) The costs agreed for the project recognized the special circumstances of the project in Mexico and did not set a precedent for any other projects related to the control of HFC-23 by-product emissions;

(d) To request the Secretariat, in cooperation with UNIDO, to prepare a draft Agreement between the Government of Mexico and the Executive Committee for the control of HFC-23 by-product emissions for consideration at the 87th meeting, in light of the guidance provided by the Executive Committee at the 86th meeting;

(e) To invite the Government of Mexico, after the completion of the project, to consider requesting additional funding, for independent verification of the HFC-23 by-product generated, destroyed, sold, stored and emitted, under the subsequent stage of its HCFC phase-out management plan, until approval of the HFC phase-down plan for the country, at which time verification would continue under that plan; and

(f) To approve the first tranche of the project to control and phase out HFC-23 by-product emissions at Quimobásicos in Mexico, and the corresponding 2021–2022 implementation plan, in the amount of US $483,058, plus agency support costs of US $33,814 for UNIDO.

(UNEP/OzL.Pro/ExCom/86/100, Decision 86/96).
(Supporting document: UNEP/OzL.Pro/ExCom/86/96).

The Eighty-seventh Meeting of the Executive Committee decided to approve the Agreement between the Government of Mexico and the Executive Committee for the destruction of emissions of HFC-23 generated in the production of HCFC-22 at Quimobásicos, as contained in Annex XXVI to the present report.

(UNEP/OzL.Pro/ExCom/87/58, Decision 87/53).
(Supporting document: UNEP/OzL.Pro/ExCom/87/58, Annex XXVI).

Annex XXVI

AGREEMENT BETWEEN THE GOVERNMENT OF MEXICO AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE DESTRUCTION OF EMISSIONS OF HFC-23 GENERATED IN THE PRODUCTION OF HCFC-22 IN QUIMOBASICOS

Purpose

1. This Agreement represents the understanding of the Government of Mexico (the "Country") and the Executive Committee to ensure that by 1 January 2022 and thereafter, emissions of Annex F, Group II substance ("HFC-23") generated in each HCFC-22 production line at Quimobásicos were destroyed in compliance with the Montreal Protocol.

2. The Country agrees to meet the annual emission limits of up to a maximum of 0.1 kilogramme of HFC-23 per 100 kilogrammes of HCFC-22 produced by 1 January 2022, until the completion of the project on 1 January 2031, as set out in row 1.1 of Appendix 1-A ("The Targets, and Funding"), and commits that annual emissions will continue to be controlled and verified in the same manner after the completion of the project, including by means of policies and legislation.

Funding

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 2.1 of Appendix 1-A to the Country following any reductions as specified in paragraph 6. The Executive Committee will, in principle, provide this funding at the first Executive Committee meeting of the years specified in Appendix 1-A.

4. The Country accepts that, by its acceptance of this Agreement and performance by the Executive Committee of its funding obligations described in paragraph 3:

(a) The Country is precluded from applying for or receiving further funding from the Multilateral Fund in respect to the control of emissions of Annex F, Group II, substances generated in each production facility that manufactures Annex C, Group I, or Annex F substances;

(b) In accordance with sub-paragraph 7(b), the Country will accept independent verification of the achievement of the annual emission control limits of HFC-23 as set out in row 1.1 of Appendix 1-A. The aforementioned verification will be commissioned by the Lead implementing agency;

(c) The cost for the destruction of every kilogramme of HFC-23 by-product above the maximum allowable kilogrammes eligible for funding of 913,876 kilogrammes under this Agreement, throughout the duration of the project, will be covered by Quimobásicos, under the supervision of the Country;

(d) A maximum amount of US $2,995,047, out of the total funding specified in Appendix 1-A, was associated with incremental operating costs (IOCs) and would be divided into annual tranches to be provided to the Country upon verification of the quantity of HFC-23 by-product destroyed;

(e) Quimobásicos would suspend production of HCFC-22 for up to two weeks to allow for the repair of the plasma-arc destruction unit;

(f) Any remaining funds held by the Lead implementing agency or the Country will be

returned to the Multilateral Fund upon financial completion of the last tranche under this Agreement; and

(g) There will be no additional funding from other sources outside the Multilateral Fund, including HFC-23 credits or offsets, for the control of HFC-23 by-product emissions from the HCFC-22 production lines concerned, during or after completion of the project.

5. The Funding of this Agreement will not be modified on the basis of any future Executive Committee decisions that may affect the funding provided by the Multilateral Fund of any other projects or any other related activities in the Country.

6. The Country accepts that the funding specified in row 2.1 of Appendix 1-A in 2023 and in any given year thereafter will be reduced according to the following table:

	$x_{w,i} \geq 1.57\%$	$x_{w,i} < 1.57\%$
$P_{HCFC\text{-}22,i} \leq 6,454$	$IOC_{max,i} - \min(1000 \times P_{HCFC-22,i} \times 0.0157, D_{HFC-23,i}) \times 3.28$	$IOC_{max,i} - \max(1000 \times P_{HCFC-22,i} \times 0.0157, D_{HFC-23,i}) \times 3.28$
$P_{HCFC\text{-}22,i} > 6,454$	$IOC_{max,i} - \min(1000 \times 6,454 \times 0.0157, D_{HFC-23,i}) \times 3.28$	0

Where:

$P_{HCFC\text{-}22,i}$ = production of HCFC-22 in year *i* (mt)
$Q_{HFC\text{-}23,i}$ = quantity of HFC-23 by-product generated in year *i* (kg)
$D_{HFC\text{-}23,i}$ = quantity of HFC-23 by-product destroyed in year *i* (kg)
$x_{w,i} = \frac{Q_{HFC-23,i}}{P_{HCFC-22,i}}$ (%)
$IOC_{max,i}$ = the agreed maximum IOCs in year *i* = $6,454 \times 0.0157 \times 3.28 \times 1,000$ = US $332,355

7. Notwithstanding paragraph 6, any reductions in the funding specified in row 2.1 of Appendix 1-A in 2023 and thereafter due to an increase in the $x_{w,i}$ that were due to circumstances beyond the control of Quimobásicos would be considered by the Executive Committee on a case-by-case basis, taking into consideration the information contained in the tranche request as described in Appendix 2-A.

8. If in any given year production of HCFC-22 at Quimobásicos were to fall below 6,454 mt, the Country could request funding above that specified in Appendix 1-A for a subsequent year to destroy HFC-23 by-product generated from production of HCFC-22 above 6,454 mt in that year, in line with decision 86/96(b)(iv), on the understanding that any such requests would be submitted for individual consideration by the Executive Committee, and as long as the following conditions are met, subject to the circumstances described in paragraph 6 bis:

(a) The request is prior to the date of completion of the Agreement;

(b) x_w in that year is less than or equal to 1.57 per cent; and

(c) The total quantity of HFC-23 by-product for which funding is requested for destruction through the completion of the Agreement was equal to or less than 913,876 kilogrammes.

Conditions for funding release

9. The Executive Committee will only provide the Funding when the Country satisfies the following conditions at least 10 weeks in advance of the first Executive Committee meeting of the years specified in Appendix 1-A:

(a) That the Country has emitted up to a maximum of 0.1 kilogramme of HFC-23 per

100 kilogrammes of HCFC-22 produced for all relevant years. Relevant years are all years since the year in which this Agreement was approved except for 2021;

(b) That the meeting of the Targets referred to in sub-paragraph (a) has been independently verified for all relevant years, by a verifier who will be commissioned by the Lead implementing agency;

(c) That the Country has submitted a Tranche Implementation Report in the form of Appendix 2-A ("Format of Tranche Implementation Reports and Plans") for all the activities required for the destruction of HFC-23 by-product from the HCFC-22 production lines concerned, and that it has achieved a significant level of implementation of activities initiated with previously approved tranches; and

(d) That the Country has submitted a Tranche Implementation Plan in the form of Appendix 2-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.

Flexibility in the reallocation of funds

10. The Country agrees to document in advance either in a Tranche Implementation Plan, or as a revision to an existing Tranche Implementation Plan to be submitted at least 10 weeks in advance to any meeting of the Executive Committee, for its approval:

(a) Reallocations categorized as major changes related to *inter alia*:

(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 for the different tranches;

(iv) Provision of funding for activities not included in the current approved Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 20 per cent of the total cost of the last approved tranche; and

(v) Using a different technology for the destruction of HFC-23 by-product that has already been selected in the project proposal, on the understanding that any submission for such a request would identify the associated incremental costs, confirmation that the annual emission limits of up to a maximum of 0.1 kilogramme of HFC-23 per 100 kilogrammes of HCFC-22 produced will be maintained, and that potential savings related to the change of technology will decrease the overall funding level under this Agreement; and

(b) Reallocations not categorized as major changes may be incorporated in the approved Tranche Implementation Plan, under implementation at the time, and reported to the Executive Committee in the subsequent Tranche Implementation Report.

Flexibility in the date of commencement of destruction of HFC-23

11. Notwithstanding paragraphs 1 and 2, and due to the extraordinary circumstances brought about by the COVID-19 pandemic, the Country will have flexibility to commence destruction of HFC-23 by 1 May 2022, on the understanding that:

(a) The funding for the 2023 tranche will be reduced by US $3.28 for every kilogramme of HFC-23 that was not destroyed between 1 January 2022 and 1 May 2022; and

(b) The Country would be exempt from any penalty for emissions of HFC-23 generated in the production of HCFC-22 between 1 January 2022 and 1 May 2022.

Lead implementing agency

12. 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"). The role of the Lead IA is contained in Appendix 4-A ("Role of the Lead Implementing Agency"). The Executive Committee agrees, in principle, to provide the Lead IA with the fees set out in rows 2.1 of Appendix 1-A.

Monitoring

13. The Country will ensure that it conducts accurate monitoring of its activities under this Agreement. The institutions set out in Appendix 3-A ("Monitoring Institutions and Roles") will monitor and report on implementation of the activities in the previous Tranche Implementation Plans in accordance with their roles and responsibilities set out in the same appendix. This monitoring will also be subject to independent verification as described in sub-paragraph 7(b) above.

14. 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 the Lead IA taking part in this Agreement.

Non-compliance with the Agreement

15. Should the Country, for any reason, not meet the Targets for the destruction of HFC-23 generated in the production of HCFC-22 set out in row 1.1 of Appendix 1-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 Targets, and Funding. At the discretion of the Executive Committee, funding will be reinstated according to a revised 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 Targets, and Funding. The Country acknowledges that the Executive Committee may reduce the amount of the Funding by the amount set out in Appendix 5-A ("Reductions in Funding for Failure to Comply") in respect of each kilogramme emitted of HFC-23 generated in the production of HCFC-22 beyond the target specified in row 1.1 in any one year. The Executive Committee will discuss each specific case in which the Country did not comply with this Agreement, and take related decisions. Once decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding for future tranches as per paragraph 7 above.

16. 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 the information necessary to verify compliance with this Agreement.

Date of completion

17. This Agreement will be concluded on 1 January 2031. Should at that time there still be activities that are outstanding, and which were foreseen in the last Tranche Implementation Plan, the completion of the Plan will be delayed until the end of the year following the implementation of the remaining activities upon approval by the Executive Committee. The reporting requirements as per sub-paragraphs 1(a), 1(b), 1(c), and 1(d) of Appendix 2-A will continue until the time of the completion of the Plan unless otherwise specified by the Executive Committee.

Validity

18. 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. Except "production", all terms used in this Agreement have the meaning ascribed to them in the Montreal Protocol unless otherwise defined herein. "Production" in this Agreement means the total amount of HCFC-22 produced for all uses, including controlled and feedstock uses, and irrespective of any subsequent destruction, recycling and reuse of that HCFC-22.

19. This Agreement may be modified or terminated only by mutual written agreement of the Country and the Executive Committee.

APPENDICES

APPENDIX 1-A: THE TARGETS, AND FUNDING

Row	Particulars	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	Total
1.1	Maximum allowable emissions of Annex F, Group II substances per 100 kg of Annex C, Group I substances produced (kg)	n/a	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	n/a
2.1	Lead IA (UNIDO) agreed funding (US $)*	483,058	-	492,160	374,381	473,131	433,131	414,381	374,381	414,381	374,380	3,833,384
2.2	Support costs for Lead IA (US $)	33,814	-	34,451	26,207	33,119	30,319	29,007	26,207	29,007	26,206	268,337
3.1	Total agreed funding (US $)	483,058	-	492,160	374,381	473,131	433,131	414,381	374,381	414,381	374,380	3,833,384
3.2	Total support costs (US $)	33,814	-	34,451	26,207	33,119	30,319	29,007	26,207	29,007	26,206	268,337
3.3	Total agreed costs (US $)	516,872	-	526,611	400,588	506,250	463,450	443,388	400,588	443,388	400,586	4,101,721

* The agreed funding in any given year will be reduced in line with paragraph 6 of this Agreement.

APPENDIX 2-A: FORMAT OF TRANCHE IMPLEMENTATION REPORTS AND PLANS

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

(a) A narrative report, with data provided by tranche, describing the progress achieved since the previous report, reflecting the situation of the Country in regard to destruction of HFC-23 by-product from the production lines of HCFC-22 concerned. The report should include *inter alia* the amounts of HCFC-22 produced, the amounts of HFC-23 by-product generated in the production lines concerned, and the amounts of HFC-23 that were destroyed, stored, sold, and/or vented, and the destruction technology used, to allow the Secretariat to assess the results achieved in terms of amounts of HFC-23 that had been destroyed and emitted. 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 on and justification for any changes vis-à-vis the previously submitted Tranche Implementation Plan(s), such as delays, uses of the flexibility for reallocation of funds during implementation of a tranche, or other changes;

(b) An independent verification report providing *inter alia* the amounts of HCFC-22 produced, the amounts of HFC-23 by-product generated, and the amounts of HFC-23 that were destroyed, stored, sold, and/or vented, provided together with each tranche request;

(c) A written description of the activities to be undertaken during the period covered by the requested tranche, highlighting implementation milestones, the time of completion and the interdependence of the activities, and taking into account experiences made and progress achieved in the implementation of earlier tranches; the data in the plan will be provided by calendar year; and

(d) An Executive Summary of about five paragraphs, summarizing the information of the above sub-paragraphs 1(a) to 1(c).

APPENDIX 3-A: MONITORING INSTITUTIONS AND ROLES

1. The Ministry of the Environment and Natural Resources (SEMARNAT) is in charge of the protection, restoration and conservation of all ecosystems, natural resources and environmental services in order to promote a sustainable development. It is also responsible for carrying out national policies regarding climate change and ozone layer protection. The National Ozone Unit (under SEMARNAT) monitors the production of HCFC-22 and emissions of HFC-23 generated during that production through regional teams. Inspections at HCFC-22 production lines are foreseen to ensure that control of HFC-23 continues after project completion.

2. The Country has offered and intends to offer continuity of activities and endorsement for the project over subsequent years as specified in the institutional support component and the list of activities of the institutional strengthening project. This will guarantee the success of any activity approved for Mexico.

3. Close monitoring of all activities and coordination between stakeholders is key to reach compliance. There will be regular coordination meetings with industry stakeholders, Government stakeholders (i.e., Ministries of Economy, Energy and Health), various industrial associations, and all sectors involved, in order to enact the necessary agreements and measures to carry out the investment and non-investment activities on time and in a coordinated manner. The implementation process and the achievement of the required destruction of HFC-23 will be monitored through site visits at enterprise level.

4. Yearly monitoring will be carried out. Verification site visits will be undertaken by independent international experts.

APPENDIX 4-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;

   (b) Assisting the Country in preparation of the Tranche Implementation Reports and Plans as per Appendix 2-A;

   (c) Providing independent verification to the Executive Committee that the Targets have been met and associated tranche activities have been completed as indicated in the Tranche Implementation Plan consistent with Appendix 2-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(a) and 1(c) of Appendix 2-A;

   (e) Fulfilling the reporting requirements for the Tranche Implementation Reports and Plans and the overall plan as specified in Appendix 2-A for submission to the Executive Committee;

   (f) Ensuring that appropriate independent technical experts carry out the technical reviews;

   (g) Carrying out required supervision missions;

   (h) Ensuring the presence of an operating mechanism to allow effective, transparent implementation of the Tranche Implementation Plan and accurate data reporting;

   (i) In case of reductions in funding for failure to comply in accordance with paragraph 13, to determine, in consultation with the Country, the allocation of the reductions to the different budget items;

   (j) Ensuring that disbursements made to the Country are based on the use of the indicators;

   (k) Providing assistance with policy, management and technical support when required; and

   (l) Timely releasing funds to the Country/participating enterprise for completing the activities related to the project.

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 destruction of HFC-23 generated in each HCFC-22 production line as per sub-paragraph 7(b) and sub-paragraph 1(b) of Appendix 2-A.

APPENDIX 5-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY

1. In accordance with paragraph 13, the amount of funding provided may be reduced by US $8.39 per kilogramme of emission of HFC-23 generated in each HCFC-22 production line beyond the level defined in row 1.1 of Appendix 1-A for each year in which the target specified in row 1.1 of Appendix 1-A has not been met, on the understanding that the maximum funding reduction would not exceed the funding level of the tranche being requested. Additional measures might be considered in cases where non-compliance extends for two consecutive years.

(UNEP/OzL.Pro/ExCom/87/58, Decision 87/53).
(Supporting document: UNEP/OzL.Pro/ExCom/87/58, Annex XXVI).