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اللجنة التنفيذية للصندوق المتعدد الأطراف
لتنفيذ بروتوكول مونتريال
الاجتماع السابع والتسعون
مونتريال، 1-5 ديسمبر/كانون الأول 2025
البند 7(ب)(1) من جدول الأعمال المؤقت¹

تقارير عن المشروعات ذات متطلبات الإبلاغ المحددة:
التقارير التي لا تحتوي على أي مشكلات عالقة

لمحة عامة

1. تتضمن هذه الوثيقة تقارير عن المشروعات المتعلقة بخطط إدارة إزالة المواد الهيدروكلوروفلوروكربونية،² وخطط تنفيذ تعديل كيغالي للمواد الهيدروفلوروكربونية، والأنشطة الإضافية للحفاظ على كفاءة استخدام الطاقة في قطاع خدمة التبريد (المقرر 6/89)، وطلباً لتغيير وكالة وطلباً لإلغاء مشاريع مختلفة. ويسرد الجدول 1 التقارير المتعلقة بالمشروعات ذات متطلبات الإبلاغ المحددة التي قدمت إلى الاجتماع السابع والتسعين والتي، بعد استعراض اللجنة التنفيذية لها، لا تحتوي على أي مشكلات عالقة، لذا لا تتطلب نظر اللجنة التنفيذية فيها بصفة فردية.

¹ UNEP/OzL.Pro/ExCom/97/1
² وفقاً للمقرر 19/95(ب)، قدمت الأرجنتين تقريراً لتقديم تحديث عن التوافر في السوق المحلي للبدائل منخفضة إمكانية الاحتراق العالمي للهيدروكلوروفلوروكربون-141ب في قطاع الرغوة وبشأن الاستخدام الانتقالي للبدائل مرتفعة إمكانية الاحتراق العالمي. ويقدم التقرير في وثيقة مقترح المشروع للأرجنتين (UNEP/OzL.Pro/ExCom/97/36).
³ وفقاً للمقرر 32/94، قدمت بنغلاديش تقريراً عن تنفيذ برنامج العمل المرتبط بالشريحة النهائية من خلال تقرير استكمال المشروع وتقرير التحقق حتى الموافقة على المرحلة الثالثة في الاجتماع السابع والتسعين. ويقدم التقرير في وثيقة مقترح المشروع لبنغلاديش (UNEP/OzL.Pro/ExCom/97/37).
⁴ وفقاً للمقررين 34/94(ج) و(د)، قدمت الصين تقريراً عن النهج لتقدير كمية أطنان الممكنة للمواد الهيدروفلوروكربونية المزالة في الشركات التي يساعدها الصندوق المتعدد الأطراف لتلبية الطلب المرتبط بقدرة تصنيع القائمة على الهيدروكلوروفلوروكربون المحولة إلى R-290 بموجب خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية لخطة قطاع تصنيع تكييف هواء الغرف وسخانات المياه العاملة بمضخات الحرارة. ويقدم التقرير في وثيقة مقترح المشروع للصين (UNEP/OzL.Pro/ExCom/97/44).

الجدول 1- تقارير عن المشروعات ذات متطلبات الإبلاغ المحددة ولا تحتوي على أي مشكلات عالقة

البلد	عنوان المشروع	الفقرات
ألف - التقارير المتعلقة بخطط إدارة إزالة المواد الهيدروكلوروفلوروكربونية		
البحرين	خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية (المرحلة الثانية - التقرير المرحلي عن تنفيذ برنامج العمل المرتبط بالشريحة الثالثة والنهائية)	15-2
العراق	خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية (المرحلة الثانية - استكمال المرحلة الأولى، وخطة الإزالة الوطنية، ومشروع لاستبدال الكلوروفلوروكربون-12 بالأيسوبوتان والكلوروفلوروكربون-11 بالسيكلوبنتان في تصنيع التبريد المنزلي في شركة الصناعات الخفيفة)	16-22
لبنان	خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية (المرحلة الثانية - التقرير المرحلي عن تنفيذ برنامج العمل المرتبط بالشريحة الرابعة والنهائية)	33-23
ليسوتو	خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية (المرحلة الثانية - تقرير عن حالة اعتماد معايير السلامة لغازات التبريد القابلة للاشتعال وإنشاء ترخيص إجباري للفنيين وفقا للمقرر 41/87(ب))	41-34
باكستان	خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية (المرحلة الثالثة - خطة عمل تتعلق بتحويل شركة Cool Point في قطاع رغوّة البوليوريثان)	52-42
باء. تقرير متعلق باتفاقات خطة تنفيذ تعديل كيغالي بشأن المواد الهيدروفلوروكربونية		
متعدد	اتفاقات لتخفيض في استهلاك المواد الهيدروفلوروكربونية وفقا للمرحلة الأولى من خطط تنفيذ تعديل كيغالي بشأن المواد الهيدروفلوروكربونية	57-53
جيم. تقرير عن الأنشطة الإضافية للحفاظ على كفاءة استخدام الطاقة في قطاع خدمة التبريد (المقرر 6/89)		
قيرغيزستان	الأنشطة الإضافية للحفاظ على كفاءة استخدام الطاقة في قطاع خدمة التبريد بموجب المقرر 6/89(ب) (التقرير المرحلي النهائي)	63-58
دال. طلب لتغيير وكالة التنفيذ		
أرمينيا	خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية (المرحلة الثالثة) وخطة تنفيذ تعديل كيغالي بشأن المواد الهيدروفلوروكربونية (المرحلة الأولى) (تغيير الوكالة المنفذة)	76-64
هـ. طلب لإلغاء مشاريع مختلفة		
نيكاراغوا	طلب من الحكومة لإلغاء مشاريع جارية	84-77

ألف. التقارير المتعلقة بخطط إدارة إزالة المواد الهيدروكلوروفلوروكربونية**البحرين: خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية (المرحلة الثانية - تقرير مرحلي عن تنفيذ برنامج العمل المرتبط بالشريحة الثالثة والنهائية) (اليونيب واليونيدو)****معلومات أساسية**

2. عند الموافقة على الشريحة الثالثة والنهائية من المرحلة الثانية من خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية للبحرين، طلبت اللجنة التنفيذية إلى حكومة البحرين، واليونيب واليونيدو، أن يقدموا تقارير مرحلية، على أساس سنوي، عن تنفيذ برنامج العمل المرتبط بالشريحة النهائية من خلال إتمام المشروع، وتقارير التحقق حتى الموافقة على الشريحة الثالثة، وتقرير إتمام المشروع إلى الاجتماع الثاني للجنة التنفيذية في عام 2027 (المقرر 34/95).

3. ووفقا للمقرر 34/95، وبالنيابة عن حكومة البحرين، قدم اليونيب بصفته الوكالة الرئيسية، إلى الاجتماع الحالي تقريرا مرحليا عن تنفيذ برنامج العمل المرتبط بالشريحة النهائية.

التقرير المرحلي**استهلاك الهيدروفلوروكربون والتحقق منه**

4. أبلغت حكومة البحرين عن استهلاك 28.57 طنا من قدرات المواد المستنفدة للأوزون من المواد الهيدروكلوروفلوروكربونية في عام 2024، وهو أقل بنسبة 45 في المائة من خط أساس البلد

للهيدروكلوروفلوروكربون اللازم للامتثال ووفقا للحد الأقصى من الاستهلاك المسموح به لتلك السنة. ولم يقدم بعد التحقق عن استهلاك عام 2024.

الإطار القانوني

5. صدّقت حكومة البحرين على تعديل كيغالي في يولييه/تموز 2024. وتم تنفيذ الحظر على إستيراد واستخدام الهيدروكلوروفلوروكربون-141ب الوارد في البوليولات سابقة الخلط وعلى إستيراد وتصنيع معدات تكييف الهواء القائمة على الهيدروكلوروفلوروكربون-22 اعتبارا من 1 يناير/كانون الثاني 2025.

قطاع التصنيع

6. وتم استكمال المشروع الجامع لإزالة 135.93 أطنان مترية من الهيدروكلوروفلوروكربون-141ب الوارد في البوليولات سابقة الخلط المستوردة في قطاع الرغوة. وتم منع إستيراد الهيدروكلوروفلوروكربون-141ب الوارد في البوليولات سابقة الخلط المستوردة.

7. وفرضت البحرين حظرا على إستيراد وتصنيع معدات تكييف الهواء التي تستخدم الهيدروكلوروفلوروكربون-22 اعتبارا من يناير/كانون الثاني 2025. وبالتالي، توقف الإنتاج في شركة Awal Gulf Manufacturing، وهي المصنع الوحيد لمثل هذه المعدات في البلد. وضمن هذا الإجراء الإنفاذ الكامل للحظر على مدى قطاع التصنيع.

قطاع خدمة التبريد

8. تم استكمال جميع الأنشطة المخططة في قطاع الخدمة بموجب الشريحة الثالثة:

- (أ) عقدت حلقة عمل تضمنت مناقشة تفاعلية كجزء من حملة التوعية المستهدفة الرامية إلى سلطات الحكومة وأصحاب المصلحة ذوي الصلة، وزيادة التوعية ببروتوكول مونتريال وإدخال وإنفاذ اللوائح الأخيرة لمجلس التعاون الخليجي، وحضرها 66 مشاركا بما في ذلك 18 امرأة؛
- (ب) عقدت أربع دورات تدريبية وتم تدريب 40 ضابط من ضباط الجمارك المعيّنين حديثا على بروتوكول مونتريال والرقابة على المواد الهيدروكلوروفلوروكربونية، بما في ذلك تحديد المخاطر؛
- (ج) عقدت دورتان تدريبية وتم تدريب 40 من الفنيين من 25 شركة وتم ترخيصهم بشأن الممارسات الجيدة للخدمة للتبريد وتكييف الهواء بالتعاون مع المعاهد المحلية؛
- (د) تم توزيع أدوات ومعدات⁵ التدريب إلى مراكز التدريب.

تنفيذ المشروع ورصده

9. تقوم وحدة إدارة المشروع بتنفيذ الأنشطة، وترصد التقدم، وتقدم تقريرا عن الإنجازات. ومن بين مبلغ 10,000 دولارا أمريكيا موافق عليه لوحدة تنفيذ المشروع في الشريحة الثالثة، تم صرف 8,000 دولارا أمريكيا، يتألف من الموظفين والمستشارين (5,600 دولارا أمريكيا) والاجتماعات وحلقات العمل (2,400 دولارا أمريكيا).

مستوى صرف الأموال

10. اعتبارا من أكتوبر/تشرين الأول 2025، من أصل مبلغ 662,999 دولارا أمريكيا موافق عليه بموجب المرحلة الثانية، تم صرف 654,559 دولارا أمريكيا (375,677 دولارا أمريكيا لليونيب و278,882 دولارا أمريكيا

⁵ بما في ذلك اسطوانات غاز التبريد، واسطوانات غاز مختلفة، وأنابيب نحاس، وماكينات الاستصلاح.

لليونيدو)، على النحو المبين في الجدول 2. وسيتم صرف الرصيد البالغ 8,440 دولارا أمريكيا بحلول 31 ديسمبر/كانون الأول 2025.

الجدول 2. التقرير المالي للمرحلة الثانية من خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية للبحرين (دولار أمريكي)

معدل الصرف (%)	المجموع	اليونيدو	اليونيب	الشريحة	
100	453,499	203,999	249,500	تمت الموافقة عليها	الأولى
	453,499	203,999	249,500	تم صرفها	
98.9	133,500	54,000	79,500	تمت الموافقة عليها	الثانية
	132,080	53,903	78,177	تم صرفها	
90.8	76,000	21,000	55,000	تمت الموافقة عليها	الثالثة
	68,980	20,980	48,000	تم صرفها	
98.7	662,999	278,999	384,000	تمت الموافقة عليها	المجموع
	654,559	278,882	375,677	تم صرفها	
	8,440	117	8,323	الرصيد	

تعليقات الأمانة

التقرير المرحلي

الإطار القانوني

11. أصدرت حكومة البحرين بالفعل حصص الواردات لعامي 2025 و2026 عند 13.75 طن من قدرات استنفاد الأوزون، وهي أقل من أهداف الرقابة في بروتوكول مونتريال وتتفق مع الأهداف المحددة في الاتفاق مع اللجنة التنفيذية.

قطاع التصنيع

12. تم استكمال إزالة المواد الهيدروكلوروفلوروكربونية في قطاع التصنيع، مما أدى إلى إزالة 16.50 طن من قدرات استنفاد الأوزون. وسيؤدي الحظر التنظيمي على إستيراد واستخدام الهيدروكلوروفلوروكربون-141ب في البوليلولات سابقة الخلط، فضلا عن الحظر على إستيراد وتصنيع وحدات تكييف الهواء القائمة على الهيدروكلوروفلوروكربون-22 إلى إدامة الإزالة في التصنيع هذه وتوحيد التخفيضات المحققة.

قطاع خدمة التبريد

13. تم استكمال جميع الأنشطة المخططة في قطاع الخدمة بنجاح. وأكد اليونيب أن تقرير إنجاز المشروع سيقدم إلى الاجتماع الثاني في عام 2026.

الخلاصة

14. استوفت البحرين بنجاح أهداف الرقابة على الهيدروكلوروفلوروكربون بموجب اتفاقها مع اللجنة التنفيذية وبروتوكول مونتريال، مع استهلاك مستمر في الانخفاض. ويقوم البلد بفعالية بإنفاذ نظام التراخيص والحصص للرقابة على إستيراد كل من المواد الهيدروكلوروفلوروكربونية والمعدات ذات الصلة. واستدامة الإزالة في قطاع التصنيع تتم من خلال الحظر التنظيمي على إستيراد واستخدام الهيدروكلوروفلوروكربون-141ب في البوليلولات سابقة الخلط، فضلا عن الحظر على إستيراد وتصنيع المعدات القائمة على الهيدروكلوروفلوروكربون-22. وفي قطاع خدمة التبريد وتكييف الهواء، قدمت المعدات والأدوات لدعم التدريب الإجمالي للفنيين وبرنامج الترخيص؛ وتساعد الكميات المتزايدة من غازات التبريد المستصلحة في تعويض الطلب على غاز التبريد الخام في الخدمة. وتم

استكمال جميع الأنشطة في المرحلة الثانية، ومن المقرر تقديم تقرير إنجاز المشروع في الاجتماع الثاني لعام 2026. ويبلغ معدل الصرف الحالي 99 في المائة.

التوصية

15. قد ترغب اللجنة التنفيذية فيما يلي:

(أ) الإحاطة علماً بالتقرير المرحلي عن تنفيذ برنامج العمل المرتبط بالشريحة الثالثة والنهائية من المرحلة الثانية من خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية للبحرين، المقدمة من اليونيب والواردة في الوثيقة UNEP/OzL.Pro/ExCom/97/17؛

(ب) أن تطلب إلى اليونيب تقديم التحقق من استهلاك عام 2024 إلى الاجتماع الثامن والتسعين.

العراق: خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية (المرحلة الثانية – استكمال المرحلة الأولى، وخطة الإزالة الوطنية، ومشروع لاستبدال الكلوروفلوروكربون-12 بالأيسوبوتان والكلوروفلوروكربون-11 بالسيكلوبنتان في تصنيع التبريد المنزلي في شركة الصناعات الخفيفة) (اليونيب واليونيدو)

معلومات أساسية

16. في اجتماعها السابع والثمانين، وافقت اللجنة التنفيذية على المرحلة الثانية من خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية للعراق، مع ملاحظة أن سريحتها الثانية يمكن النظر فيها فقط عند استكمال المرحلة الأولى من خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية (IRQ/PHA/74/INV/23)، وخطة الإزالة الوطنية (IRQ/PHA/58/INV/09)، والمشروع لاستبدال غاز التبريد الكلوروفلوروكربون-12 بالأيسوبوتان وعامل نفخ الرغوة الكلوروفلوروكربون-11 بالسيكلوبنتان في تصنيع الثلاجات المنزلية والمجمدات الصندوقية في شركة الصناعات الخفيفة (IRQ/REF/57/INV/07) (المقرر 40/97 ج)). وعند تقديم الشريحة الثانية إلى الاجتماع الخامس والتسعين، لم تكن المشروعات المذكورة أعلاه قد استكملت بواسطة اليونيدو، وبناء على ذلك، تمت الموافقة على الشريحة لليونيب فقط، مع ملاحظة أنه لن يصرف تمويل آخر لليونيدو إلى أن يتم استيفاء الشرط. وعلاوة على ذلك، وعلى أساس استثنائي، تم تمديد تاريخ الانتهاء للمرحلة الأولى من خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية والمشروعين IRQ/PHA/58/INV/09 و IRQ/REF/57/INV/07 إلى 31 ديسمبر/كانون الأول 2025، على أساس الفهم أن اليونيدو سيقوم بتصحيح حالة التنفيذ للمشروعين إلى "جارية" في تقاريره المرحلية السنوية وتقاريره المالية، وتقديم تقرير إلى الاجتماع السادس والتسعين عن التقدم المحرز في تنفيذ جميع المشاريع الثلاثة (المقرر 52/95).

17. وفي الاجتماع السادس والتسعين، قدم اليونيدو تقريراً مرحلياً يشير إلى أنه بموجب خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية، فإن الأموال المتبقية المخصصة للشراء المزمع لـ40 من محددات غاز التبريد قد أعيد تخصيصها إلى شراء أدوات أساسية أخرى للفنيين؛ وبموجب خطة الإزالة الوطنية، بدأت شركة النصر العامة تشغيل وتركيب واختبار المعدات، بينما من المتوقع أن يمنح كلا شركة الصلب العراقية وشركة الصناعات الخفيفة العقود لتركيب المعدات وتشغيلها بحلول نهاية أبريل/نيسان 2025. وأحاطت اللجنة التنفيذية علماً بالتقرير وطلبت إلى اليونيدو تقديم تقرير مرحلي عن استكمال تلك المشاريع إلى الاجتماع السابع والتسعين (المقرر 9/96).

التقرير المرحلي

18. بالنيابة عن حكومة العراق، قدم اليونيدو تقريراً مرحلياً للمشاريع التالية:

(أ) **خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية (المرحلة الأولى، الشريحة الثانية) (المساعدة الفنية لقطاع الخدمة):** كما تم الإبلاغ عنه في الاجتماع السادس والتسعين، فإن الأموال المخصصة للشراء المزمع لـ40 من محددات غاز التبريد قد أعيد تخصيصها إلى شراء أدوات أساسية أخرى

لحوالي 100 من الفنيين؛⁶ وجميع الأنشطة، بما فيها توزيع الأدوات إلى المستنفعين، سيتم استكمالها بحلول ديسمبر/كانون الأول 2025، حسب التمديد المقدم؛

(ب) **الخطة الوطنية للإزالة (التحويل من الكلوروفلوروكربون-11 إلى السيكلوبنتان في مصنعين من مصانع رغاوى البوليوريثان):** قامت شركة النصر العامة بتشغيل معداتها وهي في انتظار الخطوات القادمة (التحقق، تفتيش السلامة، وبدء الإنتاج التجاري)، ومن المتوقع أن يستكمل المشروع بحلول نهاية ديسمبر/كانون الأول 2025، حسب التمديد المقدم. وأبلغت شركة الصلب العراقية اليونيدو بأنها لن تشترك وأنها ستكمل التركيب على نحو مستقل بمواردها الخاصة، ملتزمة بعدم استخدام المواد الهيدروكلوروفلوروكربونية أو المواد الهيدروفلوروكربونية لتصنيع الرغوة. وبناء على ذلك، اقترح اليونيدو إلغاء المشروع وإعادة جميع الميزانيات المتبقية؛

(ج) **مشروع استبدال الكلوروفلوروكربون-12 بالأسوبوتان والكلوروفلوروكربون-11 بالسيكلوبنتان في تصنيع أجهزة التبريد المنزلي في شركة الصناعات الخفيفة:** تعد الشركة الموقع حالياً للتركيبات؛ وإذا تم العمل في الموعد، من المتوقع أن يستكمل التحويل بحلول ديسمبر/كانون الأول 2025.

مستوى صرف الأموال

19. في سبتمبر/أيلول 2025، كانت نسبة صرف الأموال للشريحة الثانية من المرحلة الأولى من خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية، وللخطة الوطنية للإزالة، قد بلغت 29.1 في المائة و93.7 في المائة على التوالي؛ وتم صرف المبلغ الإجمالي الموافق عليه لمشروع التحويل في شركة الصناعات الخفيفة، والبالغ 2,161,581 دولاراً أمريكياً، كما هو موضح في الجدول 3. وسيتم صرف الأرصدة المتبقية بحلول ديسمبر/كانون الأول 2025.

الجدول 3. التقرير المالي للمشروعات التي سيتم استكمالها للعراق إعتباراً من سبتمبر/أيلول 2025 (دولار أمريكي)

المشاريع	الأموال المعتمدة	الأموال المنصرفة	معدل الصرف (%)	رصيد الأموال
خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية (المرحلة الأولى، الشريحة الثانية)	230,000	66,856	29.1	*163,144
خطة الإزالة الوطنية (شركة النصر العامة وشركة الصلب العراقية)	4,353,530	4,080,068	93.7	**273,462
التحويل في شركة الصناعات الخفيفة	2,161,581	2,161,581	100	0

* بما في ذلك 155,080 دولاراً أمريكياً متعهد به لشراء الأدوات والمعدات للفنيين
** بما في ذلك 180,503 دولاراً أمريكياً متعهد به للأنشطة الجارية لتحويل الشركة.

تعليقات الأمانة

20. لاحظت الأمانة أن المرحلة الأولى من خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية والتحويل لشركة النصر سيكتملا بحلول ديسمبر/كانون الأول 2025 حسب التمديد المقدم من اللجنة التنفيذية. وأفاد اليونيدو ما يلي بشأن تحويلات الشركتين المتبقيتين:

(أ) لم تستطع شركة الصلب العراقية استكمال تركيب المعدات إذ أن تحديثات المرافق المطلوبة لتكييف المعدات الجديدة لم تستكمل خلال السنة الحالية؛ وبالتالي اختارت الشركة الانتهاء من التحويل على نحو مستقل بمواردها الخاصة. وأكد اليونيدو أن شركة الصلب العراقية لا تستخدم في الوقت الحاضر المواد الهيدروكلوروفلوروكربونية أو المواد الهيدروفلوروكربونية واقترحت تحويل ملكية المعدات إلى شركة بحلول ديسمبر/كانون الأول 2025، بعد تعهد الشركة باستكمال تحويل الخط

⁶ أجهزة إلكترونية للكشف عن التسرب للعديد من غازات التبريد، ومضخات زيت الشحن، ومعدات نفخ النيتروجين المحمولة، ومجموعات أدوات مفتاح عزم الدوران، وزرديّة Lokring، وفكي التجميع، وموصلات بأقطار مختلفة.

الممول ذاتيا وعدم استخدام المواد الهيدروكلوروفلوروكربونية أو المواد الهيدروفلوروكربونية. وستقوم وحدة الأوزون الوطنية برصد الامتثال لهذا الاتفاق. وسيستكمل المشروع بحلول 31 ديسمبر/كانون الأول 2025 وسيتم إعادة أي أرصدة متبقية حتى ذلك التاريخ إلى الصندوق المتعدد الأطراف؛

(ب) ستستمر شركة الصناعات الخفيفة في الحصول على المساعدة من اليونيدو في استكمال تحويل خطوط إنتاجها الثلاثة حتى ديسمبر/كانون الأول 2025. ونظرا للموافقة على تمديد المشروع على أساس الفهم بعدم تقديم أي طلب آخر للتمديد، سيستكمل اليونيدو تشغيل المشروع عن طريق نقل ملكية المعدات للخطوط الثلاثة بحلول 31 ديسمبر/كانون الأول 2025، بعد تعهد شركة الصناعات الخفيفة بأنه إذا تم تمديد أعمال التحويل بعد ذلك التاريخ، ستكون الشركة مسؤولة عن الاستكمال. وستقوم وحدة الأوزون الوطنية برصد الامتثال لهذا الاتفاق. ووافق اليونيدو كذلك مع وحدة الأوزون الوطنية وشركة الصناعات الخفيفة على أنه سيستمر في تقديم المساعدة التقنية بعد استكمال المشروع في ديسمبر/كانون الأول 2025 لضمان التحويل الصحيح. ونظرا لعدم وجود أي أرصدة أموال متبقية لهذا المشروع، فلا يتوقع أي إعادة للأرصدة. وسيستكمل تشغيل المشروع بحلول نهاية عام 2025 ويغلق ماليا بحلول يونيه/حزيران 2026.

21. وتعتبر الأمانة أن الخيارات المقدمة من اليونيدو معقولة بخصوص شركة الصلب العراقية وشركة الصناعات الخفيفة، بالنظر إلى التأخيرات الكبيرة التي عانتها تلك المشروعات. وأوضح اليونيدو كذلك عدم إصدار حصص للمواد الهيدروكلوروفلوروكربونية أو المواد الهيدروفلوروكربونية إلى تلك الشركتين، وأن وحدة الأوزون الوطنية ستستمر في رصد امتثالهما بالاتفاقات التي توصلتا إليها والإبلاغ عنها بناء على ذلك. ونظرا للموقف، تقترح الأمانة أن يقدم اليونيدو تحديثا عن الانتهاء التشغيلي لتلك المشروعات إلى الاجتماع الثامن والتسعين.

التوصية

22. قد ترغب اللجنة التنفيذية في:

(أ) الإحاطة علما بالتقارير عن التقدم المحرز في استكمال المرحلة الأولى من خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية، والخطة الوطنية للإزالة (الشريحة الأولى) (IRQ/PHA/58/INV/09)، ومشروع استبدال غاز التبريد الكلوروفلوروكربون-12 بالأيسوبوتان وعامل نفخ الرغاوى الكلوروفلوروكربون-11 بالسيكلوبنتان في تصنيع البرادات المنزلية والمجمدات الصندوقية في شركة الصناعات الخفيفة في العراق (IRQ/REF/57/INV/07)، المقدمة من اليونيدو والمدرجة في الوثيقة UNEP/OzL.Pro/ExCom/97/17؛

(ب) أن تطلب إلى اليونيدو أن يقدم إلى الاجتماع الثامن والتسعين تقريرا مرحليا عن إنجاز المشروعات المشار إليها في الفقرة الفرعية (أ) أعلاه.

لبنان: خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية (المرحلة الثانية – تقرير مرحلي عن تنفيذ برنامج العمل المرتبط بالشريحة الرابعة والنهائية) (اليونديبي)

معلومات أساسية

23. في اجتماعها الثاني والتسعين، عند الموافقة على الشريحة الرابعة والنهائية من المرحلة الثانية من خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية للبنان، طلبت اللجنة التنفيذية إلى الحكومة واليونديبي أن يقدماء، على أساس سنوي، تقارير مرحلية عن تنفيذ برنامج العمل المرتبط بالشريحة النهائية من خلال استكمال المشروع، وتقارير التحقق حتى الموافقة على المرحلة الثالثة، وتقرير إنجاز المشروع وذلك إلى الاجتماع الأول للجنة التنفيذية في عام 2026 (المقرر 24/92).⁷

24. وأبلغت حكومة لبنان عن استهلاك 18.32 طنا من قدرات استنفاد الأوزون من الهيدروكلوروفلوروكربون-22 في عام 2024، وهو أقل بنسبة 75.1 في المائة من خط أساس البلد للهيدروكلوروفلوروكربون اللازم للامتثال. ويظهر في الجدول أدناه استهلاك الهيدروكلوروفلوروكربون في الفترة 2020-2024.

الجدول 4. استهلاك الهيدروكلوروفلوروكربون في لبنان (بيانات المادة 7 للفترة 2020-2024)

خط الأساس	2024	2023	2022	2021	2020	المواد الهيدروكلوروفلوروكربونية
الأطنان المترية						
653.55	333.10	447.79	465.99	474.28	526.18	الهيدروكلوروفلوروكربون-22
2.50	0.00	0.00	0.00	0.00	0.00	الهيدروكلوروفلوروكربون-123
341.18	0.00	0.00	0.00	0.00	56.03	الهيدروكلوروفلوروكربون-141ب
997.23	333.10	447.79	465.99	474.28	582.21	المجموع (طن متري)
أطنان من قدرات استنفاد الأوزون						
35.95	18.32	24.63	25.63	26.09	28.94	الهيدروكلوروفلوروكربون-22
0.05	0.00	0.00	0.00	0.00	0.00	الهيدروكلوروفلوروكربون-123
37.53	0.00	0.00	0.00	0.00	6.16	الهيدروكلوروفلوروكربون-141ب
73.53	18.32	24.63	25.63	26.09	35.10	المجموع (طن من قدرات استنفاد الأوزون)
لا ينطبق	18.39	27.58	27.58	36.78	36.78	الحد الأقصى للاستهلاك المسموح به

25. وأبلغت حكومة لبنان عن بيانات قطاع استهلاك المواد الهيدروكلوروفلوروكربونية بموجب تقرير تنفيذ البرنامج القطري وهي تتسق مع البيانات المبلغ عنها بموجب المادة 7 من بروتوكول مونتريال.

التقرير المرحلي

26. بالنيابة عن حكومة لبنان، قدم اليونديبي تقريراً عن التقدم المحرز في تنفيذ الأنشطة المتبقية بموجب المرحلة الثالثة، على النحو الموجز أدناه:

(أ) صدرت حصص إستيراد الهيدروكلوروفلوروكربون لعام 2025 عند 17.6 طنا من قدرات استنفاد الأوزون، وهي أقل من هدف البلد 17.84 طن من قدرات استنفاد الأوزون بموجب الاتفاق. وستستمر الحكومة في تنفيذ نظام الحصص لتحقيق أهداف خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية في السنوات المقبلة؛

(ب) استأنفت وحدة الأوزون الوطنية تنفيذ برامج التدريب لقطاع الخدمة بعد استقرار الحالة في البلد في عام 2025. وحتى اليوم، تم تدريب 330 من الفنيين على ممارسات الخدمة الجيدة والاستخدام الآمن للتكنولوجيات البديلة. وحس المخطط له، تم تقديم دعم للمعدات إلى مركز التدريب لتيسير تدريب فنيي الخدمة؛

(ج) اضطلعت وحدة الأوزون الوطنية بأنشطة بناء القدرات لإنفاذ اللوائح: وتم تنظيم ثلاث حلقات عمل وطنية لـ 130 مشاركاً بشأن إنفاذ المرسوم 3277 ونظام الحصص؛

⁷ مقرر الموافقة الشمولية.

(د) من أصل المبلغ 33,964 دولارا أمريكيا الموافق عليه لتنفيذ المشروع والرصد، تم صرف 33,908 دولارا أمريكيا لمستشار (2,000 دولارا أمريكيا) والسفر (2,276 دولارا أمريكيا) وحلقات العمل والاجتماعات (4,132 دولارا أمريكيا) والرصد والإبلاغ (25,500 دولارا أمريكيا).

27. اعتبارا من سبتمبر/أيلول 2025، من أصل مبلغ 4,203,826 دولار أمريكي الموافق عليه للمرحلة الثانية، تم صرف 4,157,626 دولار أمريكي. وسيتم صرف الرصيد البالغ 46,200 دولارا أمريكيا بحلول ديسمبر/كانون الأول 2025.

28. وفقا للمقررين 42/89(د) و48/90(ج)، أدرجت السياسة التشغيلية للصندوق المتعدد الأطراف بشأن تعميم المنظور الجنساني في مختلف الأنشطة المنفذة بموجب المرحلة الثانية من خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية. وتضمنت بعض الأنشطة المنفذة الرئيسية التدريب وحملات التوعية التي أجريت لتنمية كفاءة الموظفين وتوعيتهم بشأن تعميم المنظور الجنساني، مما أدى إلى بيئة شاملة للجنسانية مع تنظيم الأحداث/الأنشطة بموجب خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية (مثل إشراك النساء في تنظيم الأحداث والمشاركة كأشخاص ذوي الخبرة، وإشراك النساء في أنشطة التدريب) وتبادل قصص النجاح والخبرات بشأن مشاركة النساء في أنشطة خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية في لبنان وفي مناطق أخرى.

تعليقات الأمانة

29. أكد اليوننديبي أن المرحلة الثانية من خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية ستستكمل بحلول 31 ديسمبر/كانون الأول 2025، على النحو المحدد في الفقرة 14 من الاتفاق.

30. وإعتبارا من 1 يناير/كانون الثاني 2025، حظر تصنيع معدات التبريد وتكييف الهواء التي تستخدم المواد الهيدروكلوروفلوروكربونية في لبنان؛ والاستهلاك المتبقي للمواد الهيدروكلوروفلوروكربونية هو في قطاع الخدمة.

31. وأشار اليوننديبي إلى أن تقرير التحقق من استهلاك الهيدروكلوروفلوروكربون للفترة 2023 إلى 2025 سيقدم إلى الاجتماع الثاني في عام 2026، بجانب الطلب للشريحة الثانية من المرحلة الثالثة من خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية.

32. وفيما يتعلق باعتماد الهيدروكلوروكربون-32 والتكنولوجيات القائمة على الهيدروكلوروكربون في مختلف تطبيقات التبريد وتكييف الهواء في لبنان، أشار اليوننديبي إلى أن السوق يشهد تحول تدريجي نحو غازات التبريد ذات إمكانية أقل/منخفضة للاحتراق العالمي. وقد صممت برامج التدريب لقطاع الخدمة وتم تسليمها لتغطية المناولة الآمنة والشحن لغازات التبريد القابلة للاشتعال، ومنع التسرب والكشف والاستصلاح، وممارسات الخدمة الجيدة، وإعادة استخدام غازات التبريد. وشرح اليوننديبي كذلك أنه في مختلف مراحل المشروع سيتم اعتماد أنشطة التدريب والتوعية، وهو نهج متكامل بالتنسيق مع الأنشطة بموجب خطة تنفيذ تعديل كيغالي بشأن الهيدروكلوروكربون التي بدأت حاليا في البلد.

التوصية

33. قد ترغب اللجنة التنفيذية في الإحاطة علما بالتقرير المرحلي النهائي عن تنفيذ برنامج العمل المرتبط بالشريحة الرابعة والأخيرة من خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية للبنان، على النحو المقدم من اليوننديبي والوارد في الوثيقة UNEP/OzL.Pro/ExCom/97/17.

ليسوتو: خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية (المرحلة الثانية) – تقرير عن حالة اعتماد معايير السلامة لغازات التبريد القابلة للاشتعال وإنشاء ترخيص إجباري للفنيين وفقا للمقرر 41/87(ب)) (حكومة ألمانيا)

معلومات أساسية

34. في اجتماعها الرابع والتسعين، عند الموافقة على الشريحة الثانية من المرحلة الثانية من خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية ليسوتو، طلبت اللجنة التنفيذية إلى حكومة ألمانيا أن تقدم تقريراً عن حالة اعتماد معايير السلامة لغازات التبريد القابلة للاشتعال وإنشاء ترخيص إجباري للفنيين وفقاً للمقرر 41/87(ب)، في أول اجتماع من كل سنة بدءاً من عام 2025 حتى تقديم الشريحة الثالثة من المرحلة الثانية من خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية (المقرر 20/94).⁸

تقرير الحالة

35. استجابة للمقرر، قدمت حكومة ألمانيا تقرير الحالة التالي.

اعتماد معايير السلامة لغازات التبريد القابلة للاشتعال

36. حافظت وحدة الأوزون الوطنية على مشاركة دورية مع معهد المعايير في ليسوتو بخصوص إعداد واعتماد معايير السلامة. وتضمن ذلك اجتماعين افتراضيين عقدا في فبراير/شباط ومارس/آذار 2025، فضلاً عن مشاورات بالحضور الشخصي في سبتمبر/أيلول 2025. وسيتم اعتماد معايير السلامة، التي تتواءم مع ISO-5149، بحلول الربع الأول من عام 2026.

إنشاء الترخيص الإجباري للفنيين

37. تنفذ الإدارة الفنية والمهنية في وزارة التعليم في ليسوتو، التي تشرف على التدريب المهني في أنحاء البلاد، تدابير لإنشاء دورات رسمية للتبريد وتكييف الهواء لترخيص الفنيين. وفي عام 2024، زار خمسة ممثلين من الإدارة الفنية والمهنية مختلف معاهد التدريب الفني في جنوب أفريقيا وناميبيا لتبادل المعرفة واكتساب البصيرة عن كيفية تنفيذ برامج الترخيص في البلدان في المنطقة.

38. وعقب الجولة الدراسية، أعدت الإدارة الفنية والمهنية منهج دراسي شامل لترخيص فنيي التبريد وتكييف الهواء ودورة للحصول على دبلوم؛ ومن المتوقع تقديم هذه الدورات من يناير/كانون الثاني 2026. وفي نفس الوقت، يخطط لاختبار التجارة كجزء من مبادرة الاعتراف بالتعلم السابق للفنيين الممارسين. ويجري حالياً الانتهاء من إعداد نموذج تقييم لمبادرة الاعتراف بالتعلم السابق للمناولة الآمنة لغازات التبريد. وسيجري التقييم التجريبي الذي يشرك 10 فنيين، مدربين رسمياً أو من خلال الخبرة العملية، بحلول آخر نوفمبر/تشرين الثاني 2025.

تعليقات الأمانة

39. أبلغت حكومة ألمانيا الأمانة بأن إعداد معايير السلامة لغازات التبريد القابلة للاشتعال قد تأخر نتيجة لمشاكل إدارية تتعلق بالتوظيف من جانب LSI. وسيتم الانتهاء من إعداد المعايير بواسطة LSI وتقوم وزارة البيئة بإنفاذها بحلول الربع الأول من عام 2026.

40. وبالإضافة إلى ذلك، أشارت حكومة ألمانيا إلى أن إنفاذ ترخيص الفنيين قد تأخر ومن المتوقع أن ينفذ بحلول نهاية عام 2026.

⁸ مقرر الموافقة الشمولية

التوصية

41. قد ترغب اللجنة التنفيذية في الإحاطة علما بالتقرير عن حالة اعتماد معايير السلامة لغازات التبريد القابلة للاشتعال وإنشاء ترخيص إجباري للفنيين وفقا للمقرر 41/87(ب) المرتبط بالمرحلة الثانية من خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية لليسوتو، على النحو المقدم من حكومة ألمانيا والوارد في الوثيقة UNEP/OzL.Pro/ExCom/97/17.

باكستان: خطة إدارة المواد الهيدروكلوروفلوروكربونية (المرحلة الثالثة – خطة العمل المتعلقة بتحويل شركة Cool Point في قطاع رغوة البوليوريثان) (اليونيدو)

معلومات أساسية

42. في اجتماعها السادس والتسعين، طلبت اللجنة التنفيذية إلى اليونيدو، بالنيابة عن حكومة باكستان، أن تقدم إلى الاجتماع السابع والتسعين خطة عمل مفصلة تتعلق بتحويل شركة Cool Point في قطاع رغوة البوليوريثان بموجب المرحلة الثالثة من خطة إدارة المواد الهيدروكلوروفلوروكربونية (المقرر 12/96(ب)).

خطة العمل

43. ووفقا للمقرر، وبالنيابة عن حكومة باكستان، قدم اليونيدو خطة العمل، على النحو الموجز أدناه.
44. من أصل مبلغ 107,993 دولارا أمريكيا الموافق عليه بموجب المرحلة الثالثة من خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية لتحويل Cool Point، تم صرف 16,000 دولارا أمريكيا لخدمات المستشارين المقدمة من الخبراء الوطنيين والدوليين، فضلا عن زيارات لموقع المشروع أجراها مسؤولون من وحدة الأوزون الوطنية.
45. ومن المبلغ المتبقي وهو 91,993 دولارا أمريكيا، يقترح اليونيدو تخصيص 20,000 دولارا أمريكيا في تمويل إضافي إلى Islam ud Din، وهي شركة مستفيدة تقوم بتصنيع مواسير عزل رغوة البوليوريثان، من أجل شراء أدوات تكميلية (مثل رأس الخلط الصغيرة، ووحدة الجرعات) لمعالجة التحديات الفنية في تصنيع المنتجات صغيرة الحجم باستخدام تكنولوجيا السيكلوبانتان. ومن شأن إعادة التخصيص هذه أن تزيد من فاعلية التكلفة الشاملة للشركة، التي تلقت في البداية 160,000 دولارا أمريكيا من التمويل بموجب المرحلة الثالثة، من 9.58 دولارا أمريكيا للكيلوغرام إلى 10.78 دولارا أمريكيا للكيلوغرام من الهيدروكلوروفلوروكربون-141ب المزال.⁹
46. ويقترح استخدام المبلغ 71,993 المتبقي للأنشطة التالية التي تهدف إلى إدامة إزالة الهيدروكلوروفلوروكربون-141ب:

- (أ) تواصل بالمعلومات من خلال خمس حلقات عمل واجتماعات لزيادة لاتوعية أصحاب المصلحة الرئيسيين في قطاع الرغوة، بما في ذلك المستخدمين النهائيين، والمصنعين، والمستوردين، وكلاء الإستيراد، وسلطات الجمارك، مع تركيز على لوائح الهيدروكلوروفلوروكربون-141ب (22,000 دولارا أمريكيا)؛ تبادل الخبرات بشأن اعتماد الجوانب الفنية للبدائل منخفضة إمكانية الاحتراق العالمي في مختلف تطبيقات الرغوة (25,000 دولارا أمريكيا)؛ وتنسيق المشروع والإبلاغ (9,993 دولارا أمريكيا)؛
- (ب) تقييم وتحديثات عن التكنولوجيات البديلة منخفضة إمكانية الاحتراق العالمي القابلة للبقاء لمختلف تطبيقات الرغوة، بما في ذلك توافرها، والاعتبارات الفنية والاقتصادية، والمنافع البيئية (15,000 دولارا أمريكيا).

⁹ حسب المقرر 50/74، بالنسبة لشركات الرغوة التي تستهلك أقل من 20 طنا متريا وتعتمد تكنولوجيات منخفضة إمكانية الاحتراق العالمي، تبلغ عتبة فعالية التكلفة 10.96 دولارا أمريكيا للكيلوغرام من الهيدروكلوروفلوروكربون-141ب المزال.

تعليقات الأمانة

47. أكد اليونيدو أن شركة Cool Point لن تسعى إلى مساعدة أخرى، نظرا لأنها أوقفت عمليات التصنيع فيها.
48. وبخصوص الحاجة إلى دعم إضافي إلى Islam ud Din، أفاد اليونيدو أن تركيب وتسليم المعدات المخطط بموجب المشروع تم استكمالهما في عام 2025. غير أن التقييمات اللاحقة كشفت أنه يقتضي إجراء تعظيم آخر لأقسام مواسير العزل الأصغر حجما. ويسعى إعادة التخصيص المقترح إلى معالجة هذا الشرط عن طريق تقديم دعم إضافي للتحويل من الهيدروكلوروفلوروكربون-141ب.
49. وطلبت الأمانة توضيحا بخصوص الحاجة إلى الأنشطة الإضافية المقترحة بموجب الخطة المعروضة في الفقرة 46. وردا على ذلك، شرح اليونيدو أن حكومة باكستان قد نفذت لوائح تحظر إستيراد الهيدروكلوروفلوروكربون-141ب (النقي والوارد في البوليولات سابقة الخط المستوردة على حد سواء) ابتداء من 31 يناير/كانون الثاني 2025. ويتم حاليا استخدام المخزونات المتبقية من الهيدروكلوروفلوروكربون-141ب بواسطة الشركات التي تجري تحويلات إلى التكنولوجيات البديلة.
50. وأوضح اليونيدو كذلك أنه من أجل ضمان تنفيذ أكثر فعالية لهذه اللوائح، حددت الحكومة الحاجة إلى أنشطة تواصل إضافية لتمكين الصناعة من اعتماد البدائل بطريقة ممنهجة وسريعة. وعلاوة على ذلك، تتطلب الصناعة إرشادات فنية إضافية ومعلومات من السوق عن البدائل منخفضة إمكانية الاحترار العالمي لمختلف التطبيقات (مثل رغوة الرش، ورغوة البوليوريثان، ورغوة المنتجات الحرارية). ولمعالجة هذه الاحتياجات، يقترح إصدار تقرير تقييم محدث عن تكنولوجيات بديلة لرغوة منخفضة إمكانية الاحترار العالمي وستتضمن معلومات عن التكنولوجيات المناسبة لمختلف تطبيقات الرغوة في باكستان. وسيتم إعداد هذا التقرير أساسا بدعم من المستشارين المحليين، فضلا عن الخبراء الدوليين الذين سيقدمون مدخلات فنية عن بعد. ولن تيسر هذه المبادرة إزالة الهيدروكلوروفلوروكربون-141ب بين الشركات الصناعية فحسب، بل ستعزز أيضا تبادل المعلومات واعتماد البدائل في القطاعات التي تستخدم حاليا أو يحتمل أن تستخدم المواد الهيدروكلوروفلوروكربونية كعوامل نفخ رغوة.
51. وترى الأمانة أن إعادة التخصيص هذه ستساعد حكومة باكستان في الإزالة الممنهجة للهيدروكلوروفلوروكربون-141ب في قطاع الرغوة، بما في ذلك إنفاذ اللوائح المتعلقة بإستيراده واستخدامه، مع أيضا تعزيز اعتماد البدائل منخفضة إمكانية الاحترار العالمي على مدى تطبيقات رغوة مختلفة.

التوصية

52. قد ترغب اللجنة التنفيذية فيما يلي:
- (أ) الإحاطة علما بخطة العمل المفصلة المتعلقة بتحويل شركة Cool Point في قطاع رغوة البوليوريثان بموجب المرحلة الثالثة من خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية لباكستان، على النحو المقدم من اليونيدو والوارد في الوثيقة UNEP/OzL.Pro/ExCom/97/17؛
- (ب) الإحاطة علما كذلك بأن شركة Cool Point أوقفت عمليات التصنيع فيها وأن هناك رصيد متبقي يبلغ 91,993 دولارا أمريكيا؛
- (ج) الموافقة على إعادة تخصيص الرصيد المشار إليه في الفقرة الفرعية (ب) أعلاه، بقيمة 20,000 دولارا أمريكيا لتقديم دعم إضافي إلى شركة Islam ud Din، بقيمة 71,993 دولارا أمريكيا لتنفيذ الأنشطة المذكورة في الفقرة 46 من الوثيقة UNEP/OzL.Pro/ExCom/97/17، لتيسير التحويل الكامل لقطاع الرغوة من الهيدروكلوروفلوروكربون-141ب (النقي والوارد في البوليولات سابقة الخط على حد سواء) إلى التكنولوجيات البديلة.

باء. تقرير يتعلق باتفاقات خطة تنفيذ تعديل كيغالي بشأن المواد الهيدروفلوروكربونية

اتفاقات لخفض استهلاك المواد الهيدروفلوروكربونية وفقا للمرحلة الأولى من خطط تنفيذ تعديل كيغالي بشأن المواد الهيدروفلوروكربونية

معلومات أساسية

53. في اجتماعها الخامس والتسعين، توصلت اللجنة التنفيذية إلى توافق في الآراء بشأن نموذج الاتفاق للمرحلة الأولى من خطط تنفيذ تعديل كيغالي بشأن المواد الهيدروفلوروكربونية (المقرر 90/95 والمرفق السابع والخمسون من الوثيقة UNEP/OzL.Pro/ExCom/95/94): وسيحتاج النموذج المتفق عليه إلى تطبيقه على جميع خطط تنفيذ تعديل كيغالي بشأن المواد الهيدروفلوروكربونية الموافق عليها بالفعل بين الاجتماعات الثاني والتسعين والخامس والتسعين. وفي اجتماعها السادس والتسعين، توصلت اللجنة التنفيذية أيضا إلى توافق في الآراء بشأن المبادئ التوجيهية لتمويل تكلفة الهيدروفلوروكربون (المقرر 50/96) مع تقديم وضوح أكبر بشأن نقطة البداية التي لها تأثيرات على مشروع الاتفاقات.

تعليقات الأمانة

54. ولضمان الاتساق والدقة لمشروع الاتفاقات بين الحكومات واللجنة التنفيذية، أعدته الأمانة استنادا إلى النموذج المتفق عليه والجدول الزمني للتعهدات بالتخفيض التدريجي للهيدروفلوروكربون وتمويل الشرائح بموجب خطط تنفيذ تعديل كيغالي بشأن المواد الهيدروفلوروكربونية الموافق عليها بين الاجتماعات الثاني والتسعين والخامس والتسعين وأدخلت تعديلات، حيثما اقتضي الأمر، من أجل ما يلي:

(أ) الفقرة 2، وفقا للمقرر 50/96 (هـ) للبلدان ذات حجم الاستهلاك المنخفض التي لديها استهلاك في قطاع الخدمة فقط حيث لم تطبق نقطة البداية، وللبلدان من غير بلدان حجم الاستهلاك المنخفض حيث تعطي نقطة البداية جميع المواد الهيدروفلوروكربونية معا؛

(ب) التذييلان 1-ألف و2-ألف، ليعكسا تلك المقررات التي قد تتفاوت للبلدان ذات حجم الاستهلاك المنخفض التي لديها خدمة، والبلدان ذات حجم الاستهلاك المنخفض التي لديها خدمة وتصنيع، والبلدان من غير بلدان حجم الاستهلاك المنخفض؛

(ج) بالنسبة للبلدان من غير بلدان حجم الاستهلاك المنخفض التي لديها تصنيع أيضا، التذييل 1-ألف والصف 4 من التذييل 2-ألف، ليت منا النص "الذي سيتم تحديده" إذ أن هذه سيتم الانتهاء من إعدادها فقط بمجرد استكمال المناقشات بشأن نقطة البداية للتخفيضات الإجمالية في الاستهلاك، وبالتالي الاستهلاك المتبقي المؤهل للتمويل.

55. وتمت مناقشة المراجعات لمشروع الاتفاقات في اجتماع التنسيق بين الوكالات¹⁰ ومن بين 54 خطة تنفيذ تعديل كيغالي بشأن المواد الهيدروفلوروكربونية الموافق عليها بين الاجتماعات الثاني والتسعين إلى الخامس والتسعين، اشتملت ثلاث منها على مقترحات مشروع مع طلبات الشرائح في هذا الاجتماع، واستبعدت خطة واحدة. وأرسل مشروع اتفاقات إلى الوكالات الرئيسية لمداخلتها واستعراضها، ولا سيما التذييل 5-ألف بشأن مؤسسات الرصد والأدوار حيث طلب منها أن تقدم إشارة تفصيلية وذات مصداقية لكيفية رصد التقدم، والإشارة إلى أي من المنظمات ستكون مسؤولة عن الأنشطة واستدامة أهداف خفض في الاستهلاك المحقق من خلال الاتفاق. ومن 23 مشروع اتفاقات أرسل إلى الوكالات الرئيسية، 14 قدمت للموافقة في هذا الاجتماع وتسعة تنتظر الانتهاء من مراجعتها. وما زال هناك 27 مشروع اتفاقات للأمانة لاستعراضها وإرسالها إلى الوكالات الرئيسية. وتلاحظ الأمانة مع التقدير الجهود التي بذلتها جميع الوكالات المنفذة في استعراضها والتحقق من الاتفاقات.

¹⁰ مونتريال، 9-11 سبتمبر/أيلول 2025.

56. وتقدم الأمانة 14 مشروع اتفاقات خطة تنفيذ تعديل كيغالي بشأن المواد الهيدروفلوروكربونية للموافقة من اللجنة التنفيذية في الاجتماع الحالي. وستستمر الأمانة في الانتهاء من إعداد الاتفاقات المتبقية وتقديمها لنظر اللجنة التنفيذية في الاجتماع الثامن والثمانين. ويقدم الجدول 5 حالة الانتهاء من إعداد مشروع الاتفاقات.

الجدول 5. حالة الانتهاء من إعداد مشروع الاتفاقات للمرحلة الأولى من خطط تنفيذ تعديل كيغالي بشأن المواد الهيدروفلوروكربونية الموافق عليها من الاجتماع الثاني والتسعين إلى الاجتماع الخامس والتسعين

الحالة	البلد
مقدمة للموافقة عليها من اللجنة التنفيذية (14)	ألبانيا (المرفق الأول بالوثيقة الحالية)؛ أرمينيا* (المرفق الثاني)؛ بوليفيا (دولة – المتعددة القوميات) (المرفق الثالث)؛ بوركينا فاسو (المرفق الرابع)؛ الكامرون (المرفق الخامس)؛ شيلي (المرفق السادس)؛ كولومبيا (المرفق السابع)؛ الكونغو (المرفق الثامن)؛ كوستاريكا (المرفق التاسع)؛ كوبا (المرفق العاشر)؛ الجمهورية الدومينيكية (المرفق الحادي عشر)؛ إكوادور (المرفق الثاني عشر)؛ غواتيمالا (المرفق الثالث عشر)؛ هندوراس (المرفق الرابع عشر)
أرسلت إلى الوكالات وقيد الانتهاء من الإعداد (9)	بنن، كمبوديا، تشاد، غامبيا، موريشيوس، موزامبيق، رواندا، سانت لوسيا، سيراليون
الأمانة سترسلها إلى الوكالات (27)**	السلفادور، إسواتيني (مملكة -)، غانا، غرينادا، الأردن، قيرغيزستان، جمهورية لاو الديمقراطية الشعبية، ليسوتو، ليبيريا، ملاوي، ماليزيا، الجبل الأسود، نيجيريا، مقدونيا الشمالية، البلدان الجزرية في المحيط الهادئ، بنما، باراغواي، بيرو، السنغال، سيشيل، توغو، ترينيداد وتوباغو، تونس، تركيا، أوروغواي، فيجي، نام، وزامبيا

* يعكس التحديث أيضا نقل الأنشطة من اليونيب إلى اليونيدو (انظر الفقرات 64-76 من الوثيقة الحالية).
 ** باستثناء نيكاراغوا نتيجة لإلغاء المشاريع المدعومة من الصندوق المتعدد الأطراف (انظر الفقرات 77-84 من الوثيقة الحالية)، والمكسيك (انظر الوثيقة UNEP/OzL.Pro/ExCom/97/60)، والنيجر (انظر الوثيقة UNEP/OzL.Pro/ExCom/97/65)، وتركمانستان (انظر الوثيقة UNEP/OzL.Pro/ExCom/97/81)

التوصية

57. قد ترغب اللجنة التنفيذي في الموافقة على:

- (أ) مشروع الاتفاق بين حكومة ألبانيا واللجنة التنفيذية لتخفيض في استهلاك المواد الهيدروفلوروكربونية وفقا للمرحلة الأولى من خطة تنفيذ تعديل كيغالي الوارد في المرفق الأول بالتقرير الحالي؛
- (ب) مشروع الاتفاق بين حكومة أرمينيا واللجنة التنفيذية لتخفيض في استهلاك المواد الهيدروفلوروكربونية وفقا للمرحلة الأولى من خطة تنفيذ تعديل كيغالي الوارد في المرفق الثاني بالتقرير الحالي؛
- (ج) مشروع الاتفاق بين حكومة دولة بوليفيا المتعددة القوميات واللجنة التنفيذية لتخفيض في استهلاك المواد الهيدروفلوروكربونية وفقا للمرحلة الأولى من خطة تنفيذ تعديل كيغالي الوارد في المرفق الثالث بالتقرير الحالي؛
- (د) مشروع الاتفاق بين حكومة بوركينا فاسو واللجنة التنفيذية لتخفيض في استهلاك المواد الهيدروفلوروكربونية وفقا للمرحلة الأولى من خطة تنفيذ تعديل كيغالي الوارد في المرفق الرابع بالتقرير الحالي؛
- (هـ) مشروع الاتفاق بين حكومة الكامرون واللجنة التنفيذية لتخفيض في استهلاك المواد الهيدروفلوروكربونية وفقا للمرحلة الأولى من خطة تنفيذ تعديل كيغالي الوارد في المرفق الخامس بالتقرير الحالي؛
- (و) مشروع الاتفاق بين حكومة شيلي واللجنة التنفيذية لتخفيض في استهلاك المواد الهيدروفلوروكربونية وفقا للمرحلة الأولى من خطة تنفيذ تعديل كيغالي الوارد في المرفق السادس بالتقرير الحالي؛

- (ز) مشروع الاتفاق بين حكومة كولومبيا واللجنة التنفيذية لتخفيض في استهلاك المواد الهيدروفلوروكربونية وفقا للمرحلة الأولى من خطة تنفيذ تعديل كيغالي الوارد في المرفق السابع بالتقرير الحالي؛
- (ح) مشروع الاتفاق بين حكومة الكونغو واللجنة التنفيذية لتخفيض في استهلاك المواد الهيدروفلوروكربونية وفقا للمرحلة الأولى من خطة تنفيذ تعديل كيغالي الوارد في المرفق الثامن بالتقرير الحالي؛
- (ط) مشروع الاتفاق بين حكومة كوستاريكا واللجنة التنفيذية لتخفيض في استهلاك المواد الهيدروفلوروكربونية وفقا للمرحلة الأولى من خطة تنفيذ تعديل كيغالي الوارد في المرفق التاسع بالتقرير الحالي؛
- (ي) مشروع الاتفاق بين حكومة كوبا واللجنة التنفيذية لتخفيض في استهلاك المواد الهيدروفلوروكربونية وفقا للمرحلة الأولى من خطة تنفيذ تعديل كيغالي الوارد في المرفق العاشر بالتقرير الحالي؛
- (ك) مشروع الاتفاق بين حكومة الجمهورية الدومينيكية واللجنة التنفيذية لتخفيض في استهلاك المواد الهيدروفلوروكربونية وفقا للمرحلة الأولى من خطة تنفيذ تعديل كيغالي الوارد في المرفق الحادي عشر بالتقرير الحالي؛
- (ل) مشروع الاتفاق بين حكومة إكوادور واللجنة التنفيذية لتخفيض في استهلاك المواد الهيدروفلوروكربونية وفقا للمرحلة الأولى من خطة تنفيذ تعديل كيغالي الوارد في المرفق الثاني عشر بالتقرير الحالي؛
- (م) مشروع الاتفاق بين حكومة غواتيمالا واللجنة التنفيذية لتخفيض في استهلاك المواد الهيدروفلوروكربونية وفقا للمرحلة الأولى من خطة تنفيذ تعديل كيغالي الوارد في المرفق الثالث عشر بالتقرير الحالي؛
- (ن) مشروع الاتفاق بين حكومة هندوراس واللجنة التنفيذية لتخفيض في استهلاك المواد الهيدروفلوروكربونية وفقا للمرحلة الأولى من خطة تنفيذ تعديل كيغالي الوارد في المرفق الرابع عشر بالتقرير الحالي.

جيم. تقرير عن الأنشطة الإضافية للحفاظ على كفاءة استخدام الطاقة في قطاع خدمة التبريد (المقرر 6/89)

قيرغيزستان: الأنشطة الإضافية للحفاظ على كفاءة استخدام الطاقة في قطاع خدمة التبريد بموجب المقرر 6/89 (ب) (التقرير المرحلي النهائي) (اليونيب)

معلومات أساسية

58. في اجتماعها السادس والتسعين، وافقت اللجنة التنفيذية، على أساس استثنائي، على تمديد استكمال المشروع للأنشطة الإضافية لإدخال بدائل للمواد الهيدروكلوروفلوروكربونية بإمكانية منخفضة أو معدومة للاحتراق العالمي والحفاظ على كفاءة استخدام الطاقة في قطاع خدمة التبريد في قيرغيزستان، حتى 30 يونيو/حزيران 2025، على أساس الفهم بأنه لن يتم طلب أي تمديد آخر، وأن يقوم اليونيب، بالنيابة عن حكومة قيرغيزستان، بتقديم تقرير مرحلي نهائي عن تنفيذ المشروع إلى الاجتماع السابع والتسعين (المقرر 13/96).

59. وأكد اليونيب أن جميع الأنشطة قد تم إنجازها، وتم صرف الأموال، وأنه سيقدم تقريراً مرحلياً نهائياً إلى الاجتماع السابع والتسعين عن تنفيذ المشروع، وأن التقرير النهائي سيشمل تفاصيل إضافية عن نتائج المشروع، مثل

الدروس المستفادة والتوصيات من الجولة الدراسية، والعدد النهائي من الفنيين وضباط الجمارك الذين تم تدريبهم، ونتائج الدراسة وتقييم الأثر،¹¹

60. ووفقاً للمقرر 13/96 (ج) قدم اليونيب، بالنيابة عن حكومة قيرغيزستان تقريراً مرحلياً نهائياً إلى الاجتماع الحالي.

التقرير المرحلي

61. قدم التقرير المرحلي النهائي معلومات مطلوبة تتعلق بنتيجة المشروع والأنشطة والدروس المستفادة منه، على النحو الوارد وصفه أدناه:

(أ) تم تحقيق الأهداف الرئيسية للمشروع، ضمن جملة أمور، وهي تحسين التنسيق والتعاون بين أصحاب المصلحة لتعزيز كفاءة استخدام الطاقة واستخدام غازات تبريد منخفضة إمكانية الاحتراق العالمي في معدات التبريد وتكييف الهواء، مع بناء قدرات أصحاب المصلحة من خلال دورات معلوماتية تركز على كفاءة استخدام الطاقة وغازات التبريد منخفضة إمكانية الاحتراق العالمي، وخلق توعية بين أصحاب المصلحة الرئيسيين والجمهور؛

(ب) وكان المشروع التجريبي يهدف إلى إنشاء المعايير الدنيا لكفاءة الطاقة وتوسيم كفاءة الطاقة لمعدات التبريد أقل من 3 كيلو واط، بما في ذلك التخزين البارد للمنتجات الزراعية والألبان ومبردات اللحوم، والنقل المبرد. وتم الإبلاغ بأن مشروع لائحة فنية لمعدات التبريد الأقل من 3 كيلو واط قد تم إعداده وسيتم إنفاذه في 1 يناير/كانون الثاني 2028 داخل إقليم الاتحاد الاقتصادي للمنطقة الأوروبية الآسيوية¹² بما في ذلك متطلبات الترخيص والتوسيم. وفي نفس الوقت، تمت مواءمة جميع الأنشطة مع التشريعات والمعايير في الاتحاد الاقتصادي للمنطقة الأوروبية الآسيوية وساهمت في رصد/إنفاذ اللائحة الفنية 048/2019 التابعة للاتحاد؛¹³

(ج) أدى تدريب سلطة التجارة المختصة إلى إعداد خطة عمل لآليات الامتثال، بما في ذلك تقييم المطابقة، وتفتيشات السوق، والإبلاغ، ونظم تسجيل المنتجات الزراعية. وبلغ العدد الإجمالي للفنيين وضباط الجمارك المدربين خلال المشروع 352 (82 امرأة) و193 (50 امرأة)، على التوالي؛

(د) وتشمل الدروس الرئيسية من المشروع التحدي لإجراء تقييم المطابقة نتيجة لغياب مختبرات الترخيص في بلدان المادة 5، مما يجعل التنفيذ صعباً. غير أن اللوائح الفنية يمكن إعدادها باستخدام الأطر القانونية القائمة، ويمكن اعتماد المعايير الأجنبية لتعجيل التقدم. ومن الممكن الامتثال لمعايير كفاءة الطاقة حتى بدون قدرات فنية. وأدخلت قيرغيزستان قانون المباني رقم 41-04:2022 لتنظيم واردات معدات التبريد وتكييف الهواء عالية الكفاءة، وقرار¹⁴ يقدم حوافز ضريبية وجمركية للمنتجات المراعية للبيئة. وقد واجهت الجهود لإنشاء إدارة لكفاءة الطاقة في قيرغيزستان مقاومة مؤسسية، وما زالت المقترحات ذات الصلة قيد الاستعراض؛

(هـ) وتشمل الدروس المستفادة من الجولة الدراسية لبيلاروس فعالية تعيين سلطة مختصة واحدة لتنظيم كفاءة الطاقة لتقليل إزدواجية الاختصاصات، ودور محور مركزي للمعايير، والترخيص والاختبار.

¹¹ UNEP/OzL.Pro/ExCom/96/11

¹² الاتحاد الاقتصادي للمنطقة الأوروبية الآسيوية.

¹³ اللائحة الفنية 048/2019 التابعة للاتحاد الاقتصادي للمنطقة الأوروبية الآسيوية، بعنوان "بخصوص المتطلبات لكفاءة الطاقة في الأجهزة التي تستهلك الطاقة".

¹⁴ القرار 246/2025، بعنوان "بشأن الموافقة على المصنف الوطني التجريبي - التصنيف الأخضر لجمهورية قيرغيزستان".

ويضمن الاستخدام المكثف للمعايير الدولية¹⁵ في البلد المتطلبات التي يمكن التنبؤ بها. والتنظيم الذاتي للصناعة من خلال الاتحادات وتدريب الفنيين يساعد في معالجة الفجوات في المهارات. ويعزز التوسيم الموحد والمعلومات للمستهلكين من الشفافية في السوق. وتحسن تدقيقات الطاقة والإدارة من نوعية المشروع والرصد. ويدعم كفاءة كاقة المباني وسائل حساب تفصيلي ومعايير أداء. وتمكن إمدادات الحرارة ومعايير القياس من الإشراف الدقيق وسياسة التعريفات. وتدعم المؤشرات المحددة ووسائل الاختبار للأسر ومعدات المناخ الحوافز والمشتريات. وتضمن معايير معدات الغاز والمعدات الحرارية السلامة والكفاءة. وتستفيد لوجيستيات السلسلة الباردة من البروتوكولات الدولية ونماذج التسليم اللاتلامسي وتتضمن المخاطر تحميل القاعدة المعيارها أكثر م طاقتها وقدرات محدودة في المختبرات، مما يوحى بالحاجة إلى إيلاء الأولوية للإعداد المتوازي للبنية التحتية والمهارات. وتشمل الإجراءات التي يمكن تكرارها في قيرغيزستان إنشاء آلية تنسيق ذات نافذة واحدة، وإطلاق الترخيص الطوعي وتدريب الفنيين، واعتماد التحقق من التوسيم وقوائم المعايير، والبدء في عمليات السلسلة الباردة اللاتلامسية، وتكييف التنظيم الذاتي للصناعة والمعايير للسياقات المحلية.

تعليقات الأمانة

62. لاحظت الأمانة أن التقرير النهائي قدم المعلومات المطلوبة، وأن المشروع تم إنجازه بحلول 30 يونيو/حزيران 2025 مع صرف الأموال بنسبة 100 في المائة.

التوصية

63. قد ترغب اللجنة التنفيذية في الإحاطة علماً بالتقرير المرحلي النهائي عن الأنشطة الإضافية لإدخال بدائل للمواد الهيدروكلوروفلوروكربونية بإمكانية منخفضة أو معدومة للاحتراز العالمي وللحفاظ على كفاءة استخدام الطاقة في قطاع خدمة التبريد في قيرغيزستان، على النحو المقدم من اليونيب والوارد في الوثيقة UNEP/OzL.Pro/ExCom/97/17.

دال. تقرير يتعلق بمشروعات متعددة

أرمينيا: خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية (المرحلة الثالثة وخطة تنفيذ تعديل كيغالي بشأن المواد الهيدروكلوروفلوروكربونية (المرحلة الأولى) (تغيير الوكالة المنفذة) (اليونيدو واليونيب)

معلومات أساسية

64. بالنيابة عن حكومة أرمينيا، قدم اليونيدو واليونيب بصفتها الوكالة المنفذة الرئيسية والوكالة المنفذة التعاونية طلباً لنقل مكونات الوكالة المتعاونة للمرحلة الثالثة من خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية والمرحلة الأولى من خطة تنفيذ تعديل كيغالي بشأن المواد الهيدروكلوروفلوروكربونية من اليونيب إلى اليونيدو ولليونيدو لتصبح الوكالة المنفذة المعينة.¹⁶ وتبعاً لذلك، قدم اليونيدو واليونيب تقريراً مرحلياً عن تنفيذ المشاريع السالفة الذكر، بما في ذلك صرف التمويل والأنشطة المتبقية.

65. وفي الاجتماع السادس والتسعين، وافقت اللجنة التنفيذية، من حيث المبدأ، على المرحلة الثالثة من خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية للفترة 2025-2030 للإزالة الكاملة لاستهلاك الهيدروكلوروفلوروكربون، بقيمة 635,106 دولاراً أمريكياً، تتألف من 432,400 دولاراً أمريكياً، بالإضافة إلى تكاليف دعم الوكالة البالغة 30,268 دولاراً أمريكياً، لليونيدو و152,600 دولاراً أمريكياً، بالإضافة إلى تكاليف دعم الوكالة البالغة 19,838 دولاراً أمريكياً.

¹⁵ GOST (State Union Standard); STB (Belarus Standards); EN (European Standards); IEC (International Electrotechnical Commission); and ISO (International Organization for Standardization).

¹⁶ حسب الرسالة المؤرخة 10 سبتمبر/أيلول 2025 من وحدة الأوزون الوطنية في أرمينيا إلى الأمانة.

دولارا أميركا لليونيبي؛ ووافقت على الشريحة الأولى وخطة تنفيذ الشريحة المصاحبة، بقيمة 257,623 دولارا أميركا، تتألف من 179,200 دولارا أميركا، بالإضافة إلى تكاليف دعم الوكالة البالغة 12,544 دولارا أميركا لليونيدو و58,300 دولارا أميركا، بالإضافة إلى تكاليف دعم الوكالة البالغة 7,579 دولارا أميركا لليونيبي.¹⁷ وتشمل الأنشطة المخططة للتنفيذ بواسطة اليونيبي بموجب المرحلة الثالثة من خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية تعزيز الإطار القانوني والتنظيمي، وبناء قدرات ضباط الجمارك والإنفاذ، وبناء قدرات فنيي التبريد وتكييف الهواء.¹⁸

66. وفي الاجتماع الرابع والتسعين، وافقت اللجنة التنفيذية على جملة أمور من بينها، الموافقة من حيث المبدأ على المرحلة الأولى من خطة تنفيذ تعديل كيغالي لأرمينيا للفترة 2024-2029 لتخفيض استهلاك الهيدروكلوروكربون بنسبة 10 في المائة من خط أساس البلد بحلول عام 2029، بقيمة 203,400 دولارا أميركا، تتألف من 114,000 دولارا أميركا، بالإضافة إلى تكاليف دعم الوكالة البالغة 14,820 دولارا أميركا لليونيدو و66,000 دولارا أميركا، بالإضافة إلى تكاليف دعم الوكالة البالغة 8,580 دولارا أميركا لليونيبي؛ ووافقت على الشريحة الأولى وخطة تنفيذ الشريحة المصاحبة، بقيمة 186,535 دولارا أميركا، تتألف من 99,075 دولارا أميركا، بالإضافة إلى تكاليف دعم الوكالة البالغة 12,880 دولارا أميركا، لليونيدو و66,000 دولارا أميركا، بالإضافة إلى تكاليف دعم الوكالة البالغة 8,580 دولارا أميركا لليونيبي.¹⁹ وتشمل الأنشطة المخططة للتنفيذ بواسطة اليونيبي بموجب المرحلة الأولى من خطة تنفيذ تعديل كيغالي بناء قدرات ضباط الجمارك والإنفاذ وفنيي التبريد وتكييف الهواء.²⁰

التقرير المرحلي

التقرير المرحلي عن تنفيذ الشريحة الأولى من المرحلة الثالثة من خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية

67. أبلغ اليونيدو أن مستشارا وطنيا تم تعيينه لإجراء مسح عن القدرات الفنية وتوعية حلقات عمل الخدمة بخصوص استرداد غاز التبريد، وإعادة تدويره واستصلاحه. وبالنسبة للمشتريات، أعدت المواصفات الفنية للأدوات والمعدات الإضافية لاسترداد غاز التبريد، وإعادة تدويره واستصلاحه وستبدأ المناقصة بحلول نهاية عام 2025. وبالإضافة إلى ذلك، أعدت المفاهيم الأولية لإنشاء مركز استصلاح والبنية التحتية لإعادة التعبئة وهي قيد المناقشة. وستعد المواصفة الفنية لمشتريات الأدوات والمعدات للمدارس المهنية بحلول نهاية عام 2025، وبعدها تبدأ عملية المناقصة.

68. وأفاد اليونيبي بعدم التوقيع على اتفاق للشريحة الأولى من خطة تنفيذ تعديل كيغالي بشأن المواد الهيدروكلوروفلوروكربونية.

التقرير المرحلي عن تنفيذ الشريحة الأولى من المرحلة الأولى من خطة تنفيذ تعديل كيغالي بشأن المواد الهيدروكلوروفلوروكربونية

69. أبلغ اليونيدو أن المستشارين الوطنيين تم تعيينهم لصياغة التشريعات لحظر الاستيراد، والتنسيق مع أصحاب المصلحة، وتقديم الخطط. وتجري حاليا دراسة بشأن قواعد الممارسة للإدارة الآمنة للتكنولوجيات منخفضة إمكانية الاحتراق العالمي ودراسة قطاعية بشأن استهلاك الهيدروكلوروفلوروكربون في قطاعات الإيروسول، والمذيبات، ومكافحة الحريق، والرغوة. وتم التوقيع على أمر شراء للأدوات والمعدات لمراكز التدريب، ومن المتوقع أن تصل المعدات في نوفمبر/تشرين الثاني 2025. وعلاوة على ذلك، نفذت أنشطة زيادة التوعية، بما في ذلك زيارة إلى "Yerevan Beer" حيث استكشف المتخصصون منافع وتطبيقات نظم التبريد باستخدام الأمونيا كغاز تبريد.

¹⁷ المقرر 33/96.

¹⁸ الفقرة 31 من الوثيقة UNEP/OzL.Pro/ExCom/96/25.

¹⁹ المقرر 39/94.

²⁰ الفقرة 33 من الوثيقة UNEP/OzL.Pro/ExCom/94/21.

70. وأبلغ اليونيب أن اتفاق تمويل صغير الحجم تم التوقيع عليه مع حكومة أرمينيا للشريحة الأولى من خطة تنفيذ تعديل كيغالي وتم نقل الأموال إلى اليونديبي في أرمينيا. غير أن وحدة الأوزون لآوطنية أكدت عدم البدء في أية أنشطة. ونظرا لطلب النقل، أوقف اليونيب اتفاق التمويل صغير الحجم وستعاد الأموال المحولة إلى اليونيب.

مستوى صرف الأموال

71. حتى نوفمبر/تشرين الثاني 2025، من أصل المبلغ الموافق عليه للشريحة الأولى من المرحلة الثالثة من خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية 237,500 دولارا أمريكيا (179,200 دولارا أمريكيا لليونديو و58,300 دولارا أمريكيا لليونيب)، تم صرف 3,746 دولارا أمريكيا بواسطة اليونديو ولم تقم اليونيب بأي صرف؛ ومن أصل المبلغ الموافق عليه للشريحة الأولى من المرحلة الأولى من خطة تنفيذ تعديل كيغالي 165,075 دولارا أمريكيا (99,075 دولارا أمريكيا لليونديو و66,000 دولارا أمريكيا لليونيب)، صرفت اليونديو 38,454 دولارا أمريكيا ولم تقم اليونيب بأي صرف.

تعليقات الأمانة

72. لاحظت الأمانة أن الطلب لتحويل تنفيذ مكونات اليونيب للمرحلة الثالثة من خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية والمرحلة الأولى من خطة تنفيذ تعديل كيغالي إلى اليونديو قد تم بعد مشاورات واتفاق بين الطرفين المعنيين. وأكد اليونديو أن كلا المشروعين سيتم تنفيذها على خلاف ذلك حسب الموافقة عليهما في الاجتماعين السادس والتسعين والرابع والتسعين، على التوالي.

73. ويرد في الجدول 6 تفصيل المبالغ التي سيتم تحويلها. ولم تصرف بعد الأموال الموافق عليها لليونيب للشريحة الأولى من كل مشروع. وتبعاً لذلك، ستعيد اليونيب هذه الأموال إلى الصندوق المتعدد الأطراف لتحويلها بعد ذلك إلى اليونديو، وقد تم تناول ذلك في التقرير عن الأرصد وتوافر الموارد.²¹

الجدول 6. الأموال التي سيتم تحويلها إلى اليونديو للمرحلة الثالثة من خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية والمرحلة الأولى من خطة تنفيذ تعديل كيغالي (دولار أمريكي)

الوصف	التمويل المعتمد	تكاليف الدعم	إجمالي التكاليف المعتمدة
<i>المرحلة الثالثة من خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية</i>			
الأموال المعتمدة (الشريحة الأولى) (ARM/PHA/96/TAS/34)	58,300	4,081	62,381
الأموال الموافق عليها من حيث المبدأ (الشريحتان الثانية والثالثة)	94,300	6,601	100,901
المجموع	152,600	10,682	163,282
<i>المرحلة الأولى من خطة تنفيذ تعديل كيغالي</i>			
الأموال المعتمدة (الشريحة الأولى) (ARM/KIP/94/TAS/32)*	66,000	8,580	74,580
المجموع	66,000	8,580	74,580

* المرحلة الأولى من خطة تنفيذ تعديل كيغالي تضمنت التمويل لليونيب في الشريحة الأولى فقط.

74. ونظرا لتعديل الوكالات وإعادة تخصيص الأموال، تم تحديث الاتفاق بين حكومة أرمينيا واللجنة التنفيذية للمرحلة الثالثة من خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية، وبالتحديد، مراجعة التذييل 2-ألف، وإضافة الفقرة 17 للإشارة إلى أن الاتفاق المحدث يحل محل الاتفاق المتوصل إليه في الاجتماع السادس والتسعين (المقرر 33/96)، على النحو الوارد في المرفق الخامس عشر بالوثيقة الحالية. وسيرفق الاتفاق المحدث الكامل بالتقرير النهائي للاجتماع السابع والتسعين. وتعرض التغييرات ذات الصلة في الجدول 7.

الجدول 7. إعادة تخصيص الشرائح المقترحة للمرحلة الثالثة من خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية للأرمينيا (دولار أمريكي)

الصف	الوصف	2023*	2025	2026	2027	2028-2029	2030	المجموع
حسب الموافقة عليها في الاجتماع السادس والتسعين								
2.1	التمويل المعتمد للوكالة المنفذة الرئيسية (اليونيدو) (دولار أمريكي)	0	179,200	0	210,700	0	42,500	432,400
2.2	تكاليف الدعم للوكالة المنفذة الرئيسية (دولار أمريكي)	0	12,544	0	14,749	0	2,975	30,268
2.3	التمويل المعتمد للوكالة المنفذة المتعاونة (اليونيب) (دولار أمريكي)	100,000	58,300	0	78,300	0	16,000	252,600
2.4	تكاليف الدعم للوكالة المنفذة المتعاونة (دولار أمريكي)	13,000	7,579	0	10,179	0	2,080	32,838
3.1	إجمالي التمويل المعتمد (دولار أمريكي)	100,000	237,500	0	289,000	0	58,500	685,000
3.2	إجمالي تكاليف الدعم (دولار أمريكي)	13,000	20,123	0	24,928	0	5,055	63,106
3.3	إجمالي التكاليف المعتمدة	113,000	257,623	0	313,928	0	63,555	748,106
حسب المراجعة في الاجتماع السابع والتسعين								
2.1	التمويل المعتمد للوكالة المنفذة الرئيسية (اليونيدو) (دولار أمريكي)	0	237,500	0	289,000	0	58,500	585,000
2.2	تكاليف الدعم للوكالة المنفذة الرئيسية (دولار أمريكي)	0	16,625	0	20,230	0	4,095	40,950
2.3	التمويل المعتمد للوكالة المنفذة المتعاونة (اليونيب) (دولار أمريكي)	100,000	0	0	0	0	0	100,000
2.4	تكاليف الدعم للوكالة المنفذة المتعاونة (دولار أمريكي)	13,000	0	0	0	0	0	13,000
3.1	إجمالي التمويل المعتمد (دولار أمريكي)	100,000	237,500	0	289,000	0	58,500	685,000
3.2	إجمالي تكاليف الدعم (دولار أمريكي)	13,000	16,625	0	20,230	0	4,095	53,950
3.3	إجمالي التكاليف المعتمدة	113,000	254,125	0	309,230	0	62,595	738,950

* معتمدة في الاجتماع الثالث والتسعين للأنشطة الإضافية لإدخال البدائل للمواد الهيدروكلوروفلوروكربونية منخفضة أو معدومة إمكانية الاحتراق العالمي وللحفاظ على كفاءة استخدام الطاقة في قطاع خدمة التبريد بموجب المقرر 6/89(ب)).

75. وأدخلت الأمانة أيضا التعديل للوكالات وإعادة تخصيص الأموال للمرحلة الأولى من خطة تنفيذ تعديل كيغالي في مشروع الاتفاق المعد للموافقة عليه في الاجتماع السابع والتسعين حسب الفقرات 53-57 من الوثيقة الحالية. وترد التغييرات ذات الصلة في الجدول 8 أدناه.

الجدول 8. إعادة تخصيص الشرائح المقترحة للمرحلة الأولى من خطة تنفيذ تعديل كيغالي لأرمينيا (دولار أمريكي)

الصف	الوصف	2023	2025	2026	2027	2028-2029	2030	المجموع
حسب الموافقة عليها في الاجتماع الرابع والتسعين								
2.1	التمويل المعتمد للوكالة المنفذة الرئيسية (اليونيدو) (دولار أمريكي)	99,075	0	0	14,925	0	0	114,000
2.2	تكاليف الدعم للوكالة المنفذة الرئيسية (دولار أمريكي)	12,880	0	0	1,940	0	0	14,820
2.3	التمويل المعتمد للوكالة المنفذة المتعاونة (اليونيب) (دولار أمريكي)	66,000	0	0	0	0	0	66,000
2.4	تكاليف الدعم للوكالة المنفذة المتعاونة (دولار أمريكي)	8,580	0	0	0	0	0	8,580
3.1	إجمالي التمويل المعتمد (دولار أمريكي)	165,075	0	0	14,925	0	0	180,000
3.2	إجمالي تكاليف الدعم (دولار أمريكي)	21,460	0	0	1,940	0	0	23,400
3.3	إجمالي التكاليف المعتمدة	186,535	0	0	16,865	0	0	203,400
حسب المراجعة في الاجتماع السابع والتسعين								
2.1	التمويل المعتمد للوكالة المنفذة الرئيسية (اليونيدو) (دولار أمريكي)	165,075	0	0	14,925	0	0	180,000
2.2	تكاليف الدعم للوكالة المنفذة الرئيسية (دولار أمريكي)	21,460	0	0	1,940	0	0	23,400

الصف	الوصف	2023	2025	2026	2027	2028-2029	2030	المجموع
3.1	إجمالي التمويل المعتمد (دولار أمريكي)	165,075	0	0	14,925	0	0	180,000
3.2	إجمالي تكاليف الدعم (دولار أمريكي)	21,460	0	0	1,940	0	0	23,400
3.3	إجمالي التكاليف المعتمدة	186,535	0	0	16,865	0	0	203,400

التوصية

76. قد ترغب اللجنة التنفيذية فيما يلي:

(أ) الإحاطة علماً بالطلب من حكومة أرمينيا بتحويل إلى اليونيدو جميع الأنشطة المدرجة في المرحلة الثالثة من خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية والمرحلة الأولى من خطة تنفيذ تعديل كيغالي بشأن الهيدروفلوروكربون المزمعة في الأصل للتنفيذ بواسطة اليونيب؛

(ب) فيما يتعلق بالمرحلة الثالثة من خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية؛

(1) ملاحظة المقرر 97/-- بشأن إعادة الأرصدة بواسطة اليونيب لتنفيذ شريحتها الأولى؛

(2) الموافقة على:

(أ) التحويل إلى اليونيدو للتمويل بمبلغ 58,300 دولاراً أمريكياً، بالإضافة إلى تكاليف دعم الوكالة البالغة 4,081 دولاراً أمريكياً، لتدرج في شريحتها الأولى الجارية؛

(ب) التحويل من اليونيب إلى اليونيدو للتمويل بمبلغ 94,300 دولاراً أمريكياً، بالإضافة إلى تكاليف دعم الوكالة البالغة 6,601 دولاراً أمريكياً، الموافق عليه من حيث المبدأ، والمرتبطة بالشريحتين الثانية والثالثة؛

(3) الإحاطة علماً كذلك بأن أمانة الصندوق قامت بتحديث الاتفاق بين حكومة أرمينيا واللجنة التنفيذية للمرحلة الثالثة من خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية، على النحو الوارد في المرفق الخامس عشر بالوثيقة الحالية، وبالتحديد التذييل 2-ألف، على أساس تحويل مكون اليونيب إلى اليونيدو، وإضافة الفقرة 17، للإشارة إلى أن الاتفاق المحدث يحل محل الاتفاق المتوصل إليه في الاجتماع السادس والتسعين (المقرر 33/96)؛

(ج) فيما يتعلق بالمرحلة الأولى من خطة تنفيذ تعديل كيغالي:

(1) الإحاطة علماً بالمقرر 97/-- بشأن إعادة الأرصدة بواسطة اليونيب لتنفيذ الشريحة الأولى منها؛

(2) الموافقة على التحويل إلى اليونيدو للتمويل بمبلغ 66,000 دولاراً أمريكياً، بالإضافة إلى تكاليف دعم الوكالة البالغة 8,580 دولاراً أمريكياً، لإدراجها في الشريحة الأولى الجارية؛

(3) أن أمانة الصندوق قامت بتحديث الجدول الزمني لتعهدات التخفيض التدريجي للهيدروفلوروكربون وشرائح التمويل بموجب خطة تنفيذ تعديل كيغالي بشأن المواد الهيدروفلوروكربونية لأرمينيا (المقرر 39/94)، وأدرجت الجدول الزمني المحدث في مشروع الاتفاق بين حكومة أرمينيا واللجنة التنفيذية للمرحلة الأولى من خطة تنفيذ تعديل

كيغالي، على النحو المعروض في المرفق الثاني بالوثيقة
UNEP/OzL.Pro/ExCom/97/17.

هاء. تقرير يتعلق بطلب لإلغاء مشاريع مختلفة

نيكاراغوا: طلب من الحكومة لإلغاء مشاريع جارية (اليونيدو)

معلومات أساسية

77. في 18 فبراير/شباط 2025، تلقى اليونيدو واليونيب طلبا من وزارة البيئة والموارد الطبيعية في نيكاراغوا بخصوص القرار للانتهاء من إعداد المشاريع التالية:

- (أ) التعزيز المؤسسي (المرحلة الحادية عشر)؛
- (ب) خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية (المرحلة الثانية، الشريحة الثانية) وتقرير التحقق؛
- (ج) خطة تنفيذ تعديل كيغالي بشأن المواد الهيدروكلوروفلوروكربونية (المرحلة الأولى، الشريحة الأولى)؛
- (د) مشروع تجريبي للحفاظ على كفاءة استخدام الطاقة و/أو تعزيزها للتكنولوجيات والمعدات البديلة في سياق التخفيض التدريجي للهيدروكلوروفلوروكربون؛
- (هـ) إعداد جرد وطني لبنوك نفايات المواد الخاضعة للرقابة وإعداد خطة لإدارة هذه المواد.

78. في الاجتماع السادس والتسعين، أحاطت اللجنة التنفيذية علما بالطلب من حكومة نيكاراغوا واليونيب بإعادة الأموال للمشاريع التالية: NIC/EEF/92/TAS/50 و NIC/SEV/92/INS/51 و NIC/DES/93/PRP/52 و NIC/EEF/93/DEM/54 و NIC/KIP/93/TAS/55 و NIC/PHA/94/TAS/58. وطلبت اللجنة التنفيذية أيضا إلى اليونيدو أن يقدم في الاجتماع السابع والتسعين توضيحا عن حالة المشاريع في نيكاراغوا التي يتم تنفيذها بواسطة اليونيدو؛ وطلبت إلى الأمانة أن تتابع مع حكومة نيكاراغوا بشأن المسائل المتعلقة بالمشاريع التي يدعمها الصندوق المتعدد الأطراف (المقرر 15/96).

إلغاء المشاريع التي ينفذها اليونيدو

79. في 1 أغسطس/آب 2025، بناء على رسالة من حكومة نيكاراغوا، فشر اليونيدو أن جميع المشاريع التي تنفذ بواسطة اليونيدو سيتم إلغاؤها، وقدمت طلب إلغاء المشروع إلى الأمانة لمكونات اليونيدو للمشاريع التالية:

- (أ) خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية (المرحلة الثانية، الشريحة الثانية)
- (ب) خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية (المرحلة الثانية، الشريحة الثانية) – الأنشطة الإضافية لكفاءة استخدام الطاقة؛
- (ج) خطة تنفيذ تعديل كيغالي بشأن المواد الهيدروكلوروفلوروكربونية المرحلة الأولى، الشريحة الأولى؛
- (د) مشروع تجريبي للحفاظ على كفاءة استخدام الطاقة و/أو تعزيزها للتكنولوجيات والمعدات البديلة في سياق التخفيض التدريجي للهيدروكلوروفلوروكربون؛
- (هـ) إعداد جرد وطني لبنوك نفايات المواد الخاضعة للرقابة وإعداد خطة لإدارة هذه المواد.

80. وترد إعادة أرصدة الأموال غير المستخدمة المرتبطة بذلك في الوثيقة UNEP/OzL.Pro/ExCom/97/4.

تعليقات الأمانة

81. لاحظت الأمانة أن إلغاء جميع المشاريع المنفذة بواسطة اليونيدو يمثل الانتهاء من جميع المشاريع الممولة من الصندوق المتعدد الأطراف في نيكاراغوا. ولاحظت الأمانة أيضا أن حكومة نيكاراغوا قدمت تقرير تنفيذ البرنامج القطري وبيانات المادة 7 لعام 2024، وأن مستوى استهلاك الهيدروكلوروفلوروكربون المبلغ عنه كان أقل من كل من مستويات بروتوكول مونتريال والحد الأقصى من الاستهلاك المسموح به المحددة في اتفاق خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية بين البلد واللجنة التنفيذية. وتفهم الأمانة أنه بدون اتفاق خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية، فإن البلد سيتبع أهداف بروتوكول مونتريال.

82. وتواصلت الأمانة مع حكومة نيكاراغوا لتأكيد أن عملية إلغاء مشاريع اليونيدو ما زالت جارية. وفي رسالتها، لاحظت الأمانة أن نيكاراغوا صدقت على بروتوكول مونتريال وجميع تعديلاته، وأنها كانت من بين البلدان الأولى في التصديق على تعديل كيغالي. وتساعد الأموال التي يقدمها الصندوق المتعدد الأطراف البلدان في تحقيق الامتثال لأحكام بروتوكول مونتريال وبناء الدعم المؤسسي، الذي يساعد كل من الامتثال للبروتوكول والتنفيذ الوطني للمشاريع. وعرضت الأمانة أي مساعدة لازمة أو توضيح بخصوص المشاريع التي يدعمها الصندوق المتعدد الأطراف قبل أن تلغي اللجنة التنفيذية المشاريع الأخيرة لنيكاراغوا التي سيتم النظر فيها في الاجتماعين السابع والتسعين والثامن والتسعين.

83. وعلى الرغم من عدم استلام أي رد عند وقت إصدار الوثيقة الحالية، فعلى هامش الاجتماع السابع والثلاثين للأطراف، تقابلت الأمانة مع مسؤول الأوزون الوطني في نيكاراغوا، الذي أعاد التأكيد شفويا على التزام بلده لبروتوكول مونتريال وأشار إلى أن الرد الرسمي يجري إعداده.

التوصية

84. قد ترغب اللجنة التنفيذية فيما يلي:

(أ) الإحاطة علما:

(1) أن حكومة نيكاراغوا أكتبت إلغاء المشاريع الجارية التالية التي ينفذها اليونيدو: NIC/PHA/92/INV/48 و NIC/EEF/92/TAS/49 و NIC/DES/93/PRP/53 و NIC/EEF/93/DEM/56 و NIC/KIP/93/INV/57؛

(2) أن الأموال للمشاريع NIC/DES/93/PRP/53 و NIC/EEF/93/DEM/56 و NIC/KIP/93/INV/57 تم إعادتها بواسطة اليونيدو إلى الاجتماع السابع والتسعين، على النحو الوارد سرده في المرفق الثالث بالوثيقة UNEP/OzL.Pro/ExCom/97/4 (تقرير عن الأرصدة وتوافر الموارد)؛

(3) أن الأموال للمشروعين NIC/PHA/92/INV/48 و NIC/EEF/92/TAS/49 سيتم إعادتها بواسطة اليونيدو إلى الاجتماع الثامن والتسعين؛

(ب) أن تطلب إلى الأمانة متابعة المسائل المتعلقة بالمشاريع التي يدعمها الصندوق المتعدد الأطراف مع حكومة نيكاراغوا.

Annex I**DRAFT 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 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.
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; 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 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, 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
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 (NOU), 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 CO₂-eq tonne of consumption beyond the level defined in row 1.2 of Appendix 2A 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.

Annex II

DRAFT 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 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.
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; 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 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
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 CO₂-eq tonne of consumption beyond the level defined in row 1.2 of Appendix 2A 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.

Annex III

**DRAFT 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 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.
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; 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 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, 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
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 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 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 CO₂-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.

Annex IV

DRAFT 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 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.
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; 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 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
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	816,746	816,746	816,746	816,746	735,075	n/a

Row	Particulars	2024	2025-2026	2027	2028	2029	Total
	tonnes						
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 (NOU), 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 CO₂-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 Burkina Faso would be allowed, on an exceptional basis, to submit a project for the commercial refrigeration sector to achieve additional HFC reductions.

Annex V

DRAFT 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 CO₂-equivalent (CO₂-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 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; 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 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
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	30.0	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 CO₂-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.

Annex VI

DRAFT 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 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; 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[s]”) 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 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, 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
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 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 in the government of Chile 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 Chile 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 KIP. 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[s] 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 CO₂-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.

Annex VII

DRAFT 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 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”) 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 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, 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
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 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 Ministry of Environment and Sustainable Development (MinAmbiente) is the entity responsible for the coordination and management of programs and activities under stage I of the KIP. This ministry 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. The Ministry of Environment and Sustainable Development 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. The Ministry of Environment and Sustainable Development 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 CO₂-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.

Annex VIII

DRAFT 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 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.
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; 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 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, 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
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 in the government of the Republic of Congo 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 CO₂-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.

Annex IX

DRAFT 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
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)							211,395	
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's. 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 CO₂-eq tonne of consumption beyond the level defined in row 1.2 of Appendix 2A 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 stage I of the KIP, 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 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.

Annex X

DRAFT 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 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.
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
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 National Customs Directorate (DGA), Office of Environmental Regulation and Safety (ORSA) and the productive sectors.

6. The Ministry of 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 CO₂-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 stage I of the KIP, 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.

Annex XI

**DRAFT 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 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”) 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 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, 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
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 CO₂-eq tonnes) of HFC-134a and 0.15 mt (588.3 CO₂-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 projects through collaborating with various areas of the Ministry; as well as with other government agencies such as the General Customs Directorate of the Ministry of Treasury, between others.

2. The MARN in the Country 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 HCFC.
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 IA.
8. Before each Executive Committee meeting is held to discuss a tranche to receive funding, PRONAOZ 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 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 CO₂-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.

Annex XII

DRAFT 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 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. 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 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
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HFCs	To be determined (TBD)
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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 CO₂-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 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 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 CO₂-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.

Annex XIII

DRAFT 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 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; 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 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, 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
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	10	n/a
		CO ₂ -eq tonnes	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	15.9	n/a
		CO ₂ -eq tonnes	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	121,019	0	31,019	403,057
2.2	Support costs for Lead IA (US \$)		17,571	0	8,471	0	2,171	28,213
2.3	Cooperating IA (UNEP) agreed funding (US \$)		10,000	0	85,573	0	30,000	125,573
2.4	Support costs for Cooperating IA (US \$)		1,300	0	11,124	0	3,900	16,324
3.1	Total agreed funding (US \$)		261,019	0	206,592	0	61,019	528,630
3.2	Total support costs (US \$)		18,871	0	19,595	0	6,071	44,537
3.3	Total agreed costs (US \$)		279,890	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 CO₂-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.

Annex XIV

DRAFT 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 1,223,456 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; 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 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, 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
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	10	n/a
		CO ₂ -eq tonnes	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	15.6	n/a
		CO ₂ -eq tonnes	1,449,723	1,449,723	1,449,723	1,449,723	1,223,456	n/a
2.1	Lead IA (UNIDO) agreed funding (US \$)		226,918	0	178,000	0	27,292	432,210
2.2	Support costs for Lead IA (US \$)		15,885	0	12,460	0	1,910	30,255
2.3	Cooperating IA (UNEP) agreed funding (US \$)		70,000	0	65,000	0	30,000	165,000
2.4	Support costs for Cooperating IA (US \$)		9,100	0	8,450	0	3,900	21,450
3.1	Total agreed funding (US \$)		296,918	0	243,000	0	57,292	597,210
3.2	Total support costs (US \$)		24,985	0	20,910	0	5,810	51,705
3.3	Total agreed costs (US \$)		321,903	0	263,910	0	63,102	648,915
4.1.1	Deduction of HFCs under this Agreement (CO ₂ -eq tonnes)						226,267	
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 work plan 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 CO₂-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.

المرفق الخامس عشر

نص ينبغي إدراجه في الاتفاق المحدث بين حكومة أرمينيا واللجنة التنفيذية للصندوق المتعدد الأطراف للتخفيض في استهلاك المواد الهيدروكلوروفلوروكربونية وفقاً للمرحلة الثالثة من خطة إدارة إزالة المواد الهيدروكلوروفلوروكربونية (ترد التغييرات ذات الصلة بالبنط العريض لسهولة المراجع)

17. يحل هذا الاتفاق المحدث الاتفاق الذي توصل إليه بين حكومة أرمينيا واللجنة التنفيذية في الاجتماع السادس والتسعين للجنة التنفيذية.

التذييل 2-ألف: الأهداف والتمويل

الصف	الوصف	2023**	2025	2026	2027	2028-2029	2030	المجموع
1.1	جدول التخفيض الخاص بـ مواد المجموعة الأولى من المرفق جيم لبروتوكول مونتريال (طن من قدرات استنفاد الأوزون)	لا ينطبق	2.28	2.28	2.28	2.28	0	لا ينطبق
1.2	الحد الأقصى للاستهلاك المسموح به من مواد المجموعة الأولى من المرفق جيم (طن من قدرات استنفاد الأوزون)	لا ينطبق	2.28	2.28	2.28	2.28	0	لا ينطبق
2.1	التمويل المقرر للوكالة المنفذة الرئيسية (اليونيدو) (دولار أمريكي)	0	237,500	0	289,000	0	58,500	585,000
2.2	تكاليف دعم الوكالة المنفذة الرئيسية (دولار أمريكي)	0	16,625	0	20,230	0	4,095	40,950
2.3	التمويل المقرر للوكالة المنفذة المتعاونة (اليونيب) (دولار أمريكي)	100,000	0	0	0	0	0	100,000
2.4	تكاليف دعم الوكالة المنفذة المتعاونة (دولار أمريكي)	13,000	0	0	0	0	0	13,000
3.1	إجمالي التمويل المقرر (دولار أمريكي)	100,000	237,500	0	289,000	0	58,500	685,000
3.2	إجمالي تكاليف الدعم (دولار أمريكي)	13,000	16,625	0	20,230	0	4,095	53,950
3.3	إجمالي التكاليف المقررة (دولار أمريكي)	113,000	254,125	0	309,230	0	62,595	738,950
4.1.1	إجمالي إزالة الهيدروكلوروفلوروكربون-22 المتفق على تحقيقها بموجب هذا الاتفاق (طن قدرات استنفاد الأوزون)							2.34
4.1.2	إزالة الهيدروكلوروفلوروكربون-22 الواجب تحقيقها في المشروعات الموافق عليها سابقاً (طن قدرات استنفاد الأوزون)							4.66
4.1.3	استهلاك الهيدروكلوروفلوروكربون-22 المتبقي المؤهل (طن قدرات استنفاد الأوزون)							0
4.2.1	إجمالي إزالة الهيدروكلوروفلوروكربون-141ب الموجود في البوليولات المستوردة المخلوطة مسبقاً المتفق على تحقيقها بموجب هذا الاتفاق (طن قدرات استنفاد الأوزون)							0
4.2.2	إزالة الهيدروكلوروفلوروكربون-141ب الموجود في البوليولات المستوردة المخلوطة مسبقاً الواجب تحقيقها في المشروعات الموافق عليها سابقاً (طن قدرات استنفاد الأوزون)							0.83
4.2.3	استهلاك الهيدروكلوروفلوروكربون-141ب المتبقي المؤهل الموجود في البوليولات المستوردة المخلوطة مسبقاً (طن قدرات استنفاد الأوزون)							0

* تاريخ الانتهاء من المرحلة الثانية حسب اتفاق المرحلة الثانية: 31 ديسمبر/كانون الأول 2021.

** تمت الموافقة في الاجتماع الثالث والتسعين على أنشطة إضافية لإدخال بدائل المواد الهيدروكلوروفلوروكربونية ذات الإمكانية المنخفضة أو الصفرية للاحتراز العالمي والحفاظ على كفاءة استخدام الطاقة في قطاع خدمة التبريد بموجب المقرر 6/89 (ب).