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COMITÉ EJECUTIVO DEL
FONDO MULTILATERAL PARA LA
APLICACIÓN DEL PROTOCOLO DE MONTREAL
Nonagésima séptima reunión
Montreal, 1-5 de diciembre de 2025
Punto 7 b) i) del orden del día provisional[1]

INFORMES SOBRE PROYECTOS CON REQUISITOS ESPECÍFICOS DE PRESENTACIÓN DE INFORMES: INFORMES SOBRE PROYECTOS SIN ASUNTOS PENDIENTES

Panorama general

1. Este documento incluye informes sobre proyectos relacionados con planes de gestión para la eliminación de HCFC[2,3,4], acuerdos del plan de ejecución de la Enmienda de Kigali relativa a los HFC, actividades adicionales para mantener la eficiencia energética en el sector de servicio técnico de equipos de refrigeración (decisión 89/6), una solicitud de cambio de organismo y una solicitud de cancelación de varios proyectos. En el Cuadro 1 se enumeran los informes sobre proyectos con requisitos específicos de presentación de informes presentados en la 97ª reunión que, tras el examen de la Secretaría, no tienen asuntos pendientes y, por lo tanto, no requieren que el Comité Ejecutivo los examine individualmente.

[1] UNEP/OzL.Pro/ExCom/97/1

[2] De conformidad con las decisiones 96/8 b) y 95/19 b), Argentina presentó un informe para proporcionar información actualizada sobre la disponibilidad en el mercado local de alternativas de bajo PCA a los HCFC-141b en el sector espuma y uso transitorio de alternativas de alto PCA. El informe se presenta en el documento de propuesta de proyecto para Argentina (UNEP/OzL.Pro/ExCom/97/36).

[3] De conformidad con la decisión 94/32, Bangladesh presentó un informe sobre la ejecución del programa de trabajo asociado al tramo final hasta la finalización del proyecto, así como informes de verificación hasta la aprobación de la etapa III en la 97ª reunión. El informe se presenta en el documento de propuesta de proyecto para Bangladesh (UNEP/OzL.Pro/ExCom/97/37).

[4] Conforme a lo dispuesto en la decisión 94/34 c) y d), China presentó un informe sobre un método para estimar el tonelaje de posibles HFC introducidos gradualmente por las empresas que reciben asistencia del Fondo Multilateral para satisfacer la demanda asociada con la capacidad de fabricación a base de HCFC convertida a R-290 en el marco del plan sectorial de fabricación de equipos de aire acondicionado de habitación y calentadores de agua con bomba de calor del PGEH. El informe se presenta en el documento de propuesta de proyecto para China (UNEP/OzL.Pro/ExCom/97/44).

Cuadro 1. Informes sobre proyectos con requisitos específicos de presentación de informes sin asuntos pendientes

País	Título del proyecto	Párrafos
A. Informes relacionados con los planes de gestión para la eliminación de HCFC (PGEH)		
Bahrein	Plan de gestión para la eliminación de HCFC (etapa II - informe sobre la marcha de las actividades relativo a la ejecución del programa de trabajo asociado al tercer y último tramo)	2-15
Iraq	Plan de gestión para la eliminación de HCFC (etapa II - finalización de la etapa I, plan nacional de eliminación y proyecto para sustituir el CFC-12 por isobutano y el CFC-11 por ciclopentano en la fabricación de refrigeradores domésticos en Light Industries)	16-22
Líbano	Plan de gestión para la eliminación de HCFC (etapa II - informe sobre la marcha de las actividades relativo a la ejecución del programa de trabajo asociado al cuarto y último tramo)	23-33
Lesotho	Plan de gestión para la eliminación de HCFC (etapa II - informe sobre el estado de la adopción de normas de seguridad para refrigerantes inflamables y el establecimiento de la acreditación obligatoria de los técnicos, de conformidad con la decisión 87/41 b))	34-41
Pakistán	Plan de gestión para la eliminación de HCFC (etapa III - plan de acción relacionado con la conversión de la empresa Cool Point en el sector de la espuma de poliuretano)	42-52
B. Informe relacionado con los Acuerdos del plan de aplicación de la Enmienda de Kigali relativa a los HFC (PAK)		
Varios	Acuerdos para la reducción del consumo de HFC de conformidad con la etapa I de los planes de aplicación de la Enmienda de Kigali relativa a los HFC	53-57
C. Informe sobre actividades adicionales para mantener la eficiencia energética en el sector de servicio técnico de equipos de refrigeración (decisión 89/6)		
Kirguistán	Actividades adicionales para mantener la eficiencia energética en el sector de servicio técnico de equipos de refrigeración conforme a la decisión 89/6 b) (informe final sobre la marcha de las actividades)	58-63
D. Solicitud de cambio de organismo de ejecución		
Armenia	Plan de gestión para la eliminación de HCFC (etapa III) y plan de aplicación de la Enmienda de Kigali relativa a los HFC (etapa I) (cambio de organismo de ejecución)	64-76
E. Solicitud de cancelación de diversos proyectos		
Nicaragua	Solicitud del Gobierno para cancelar los proyectos en curso	77-84

A. Informes relacionados con los PGEH

<u>Bahrein: Plan de gestión para la eliminación de los HCFC (etapa II - informe sobre la marcha de las actividades relativo a la ejecución del programa de trabajo asociado al tercer y último tramo)</u> (PNUMA y ONUDI)

Antecedentes

2. Al aprobar el tercer y último tramo de la etapa II del plan de gestión para la eliminación de HCFC (PGEH) para Bahrein, el Comité Ejecutivo solicitó al Gobierno de Bahrein, al PNUMA y a la ONUDI, la presentación de informes anuales sobre la marcha del programa de trabajo correspondiente al tramo final hasta la finalización del proyecto, informes de verificación hasta la aprobación de la etapa III y el informe de finalización de proyectos a la segunda reunión del Comité Ejecutivo en 2027 (decisión 95/34).

3. Conforme a lo dispuesto en la decisión 95/34, en nombre del Gobierno de Bahrein, el PNUMA, en su calidad de organismo principal, ha presentado a la presente reunión un informe sobre la marcha de las actividades relativo a la ejecución del programa de trabajo correspondiente al tramo final.

Informe sobre la marcha de las actividades

Consumo de HCFC y verificación

4. El Gobierno de Bahrein informó de un consumo de 28,57 toneladas PAO de HCFC en 2024, lo que es un 45 % inferior a la base de comparación para el cumplimiento del país en materia de HCFC y está en consonancia con el consumo máximo permitido para ese año. No se ha presentado la verificación del consumo de 2024.

Marco jurídico

5. El Gobierno de Bahrein ratificó la Enmienda de Kigali en julio de 2024. Las prohibiciones de importación y uso de HCFC-141b contenido en polioles premezclados y de importación y fabricación de equipos de climatización que utilizan HCFC-22 entraron en vigor el 1 de enero de 2025.

Sector fabricación

6. Se ha completado el proyecto general para eliminar 135,93 tm de HCFC-141b contenido en polioles premezclados importados en el sector espuma. Se ha prohibido la importación de HCFC-141b contenido en polioles premezclados importados.

7. Bahrein ha prohibido la importación y fabricación de equipos de climatización que utilicen HCFC-22 a partir de enero de 2025. En consecuencia, se interrumpió la producción en Awal Gulf Manufacturing Company (AGM), el único fabricante de este tipo de equipos del país. Esta medida garantiza que la prohibición se aplique plenamente en todo el sector fabricación.

Sector servicio técnico de equipos de refrigeración

8. En el sector servicio técnico se han completado todas las actividades previstas en el marco del tercer tramo:

a) Se celebró un taller que incluyó un debate interactivo como parte de la campaña de sensibilización dirigida a las autoridades gubernamentales y las contrapartes pertinentes, con el fin de dar a conocer el Protocolo de Montreal y presentar y aplicar las últimas regulaciones del Consejo de Cooperación del Golfo (CCG), al que asistieron 66 participantes, entre ellos 18 mujeres;

b) Se celebraron cuatro sesiones de capacitación y 40 funcionarios de aduanas recién contratados recibieron capacitación sobre el Protocolo de Montreal y el control de los HCFC, incluida la determinación del perfil de riesgo;

c) Se impartieron dos sesiones de capacitación y se capacitó y acreditó a 40 técnicos de 25 empresas en buenas prácticas de servicio técnico de sistemas de refrigeración y climatización, en colaboración con institutos locales; y

d) Se distribuyeron herramientas y equipos de capacitación[5] a los centros de formación.

[5]Incluidos cilindros de refrigerante, diversos cilindros de gas, tubos de cobre y máquinas de recuperación.

Ejecución y supervisión del proyecto

9. La Oficina de Gestión de Proyectos (OGP) lleva a cabo actividades, supervisa los progresos e informa sobre los logros. De los USD 10.000 aprobados para la OGP en el tercer tramo, se desembolsaron USD 8.000, que se destinaron a personal y consultores (USD 5.600) y a reuniones y talleres (USD 2.400).

Nivel de desembolso de fondos

10. A octubre de 2025, de los USD 662.999 aprobados en la etapa II, se habían desembolsado USD 654.559 (USD 375.677 para el PNUMA y USD 278.882 para la ONUDI), como se muestra en el cuadro 2. El saldo de USD 8.440 se desembolsará antes del 31 de diciembre de 2025.

Cuadro 2. Informe financiero de la etapa II del PGEH para Bahrein (USD)

Tramo		PNUMA	ONUDI	Total	Porcentaje de desembolso (%)
Primer	Aprobado	249.500	203.999	453.499	100
	Desembolsado	249.500	203.999	453.499	
Segundo	Aprobado	79.500	54.000	133.500	98,9
	Desembolsado	78.177	53.903	132.080	
Tercer	Aprobado	55.000	21.000	76.000	90,8
	Desembolsado	48.000	20.980	68.980	
Total	**Aprobado**	**384.000**	**278.999**	**662.999**	**98,7**
	Desembolsado	**375.677**	**278.882**	**654.559**	
	Saldo	**8.323**	**117**	**8.440**	

Observaciones de la Secretaría

Informe sobre la marcha de las actividades

Marco jurídico

11. El Gobierno de Bahrein ya ha establecido cuotas de importación de HCFC para 2025 y 2026 de 13,75 toneladas PAO, que son inferiores a las metas de control del Protocolo de Montreal y se ajustan a las metas establecidas en el Acuerdo con el Comité Ejecutivo.

Sector fabricación

12. Se ha completado la eliminación de los HCFC en el sector fabricación, lo que ha dado lugar a la eliminación de 16,50 toneladas PAO. La prohibición reglamentaria de la importación y el uso de HCFC-141b en polioles premezclados, así como de la importación y la fabricación de unidades de climatización que utilizan HCFC-22, mantendrá esta eliminación en el sector fabricación y consolidará las reducciones logradas.

Sector servicio técnico de equipos de refrigeración

13. Todas las actividades previstas en el sector servicio técnico se han llevado a cabo con éxito. El PNUMA ha confirmado que el informe de finalización de proyectos se presentará en la segunda reunión de 2026.

Conclusión

14. Bahrein ha cumplido con éxito las metas de control de los HCFC establecidas en su acuerdo con el Comité Ejecutivo y el Protocolo de Montreal, y el consumo sigue disminuyendo. El país aplica eficazmente un sistema de licencias y cuotas para controlar la importación tanto de HCFC como de equipos relacionados.

La eliminación en el sector fabricación se mantiene gracias a las prohibiciones reglamentarias de la importación y el uso de HCFC-141b en polioles premezclados, así como de la importación y fabricación de equipos que utilizan HCFC-22. En el sector servicio técnico de equipos de refrigeración y climatización, se han proporcionado equipos y herramientas para apoyar el programa obligatorio de capacitación y acreditación de técnicos; y el aumento de las cantidades de refrigerantes recuperados está contribuyendo a compensar la demanda de refrigerantes vírgenes utilizados en el servicio técnico. Se han completado todas las actividades de la etapa II, y está previsto presentar un informe de finalización de proyectos en la segunda reunión de 2026. La tasa de desembolso actual es del 99 %.

Recomendación

15. El Comité Ejecutivo podrá estimar oportuno:

a) Tomar nota del sobre la marcha de las actividades relativo a la ejecución del programa de trabajo asociado al tercer y último tramo de la etapa II del plan de gestión para la eliminación de HCFC para Bahrein, presentado por el PNUMA y que figura en el documento UNEP/OzL.Pro/ExCom/97/17; y

b) Solicitar al PNUMA que presente la verificación del consumo de 2024 en la 98ª reunión.

Iraq: Plan de gestión para la eliminación de HCFC (etapa II - finalización de la etapa I, plan nacional de eliminación y proyecto para sustituir el CFC-12 por isobutano y el CFC-11 por ciclopentano en la fabricación de refrigeradores domésticos en Light Industries) (PNUMA y ONUDI)

Antecedentes

16. En su 87ª reunión, el Comité Ejecutivo aprobó la etapa II del plan de gestión para la eliminación de HCFC (PGEH) para Iraq, señalando que su segundo tramo solo podría considerarse una vez completada la etapa I del PGEH (IRQ/PHA/74/INV/23), el plan nacional de eliminación (IRQ/PHA/58/INV/09) y el proyecto para sustituir el refrigerante CFC-12 por isobutano y el agente espumante CFC-11 por ciclopentano en la fabricación de refrigeradores domésticos y congeladores horizontales en Light Industries Company (IRQ/REF/57/INV/07) (decisión 87/40 c)). En el momento de la presentación del segundo tramo a la 95ª reunión, la ONUDI no había completado los proyectos mencionados anteriormente; en consecuencia, el tramo se aprobó únicamente para el PNUMA, señalando que no se consideraría ningún financiamiento adicional para la ONUDI hasta que se cumpliera esa condición. Además, con carácter excepcional, las fechas de finalización de la etapa I del PGEH y de los proyectos IRQ/REF/57/INV/07 e IRQ/PHA/58/INV/09 se prorrogaron hasta el 31 de diciembre de 2025, en el entendido de que la ONUDI corregiría el estado de ejecución de estos dos últimos proyectos a “en curso” en sus informes anuales y financieros de 2024, y que presentaría a la 96ª reunión un informe sobre los avances logrados en la ejecución de los tres proyectos (decisión 95/52).

17. En la 96ª reunión, la ONUDI presentó un informe sobre la marcha de las actividades en el que se indicaba que, en el marco del PGEH, los fondos restantes destinados a la adquisición prevista de 40 identificadores de refrigerantes se habían reasignado a la adquisición de otras herramientas esenciales para los técnicos; y, en el marco del plan nacional de eliminación, Nassr State Company había comenzado la puesta en marcha, la instalación y las pruebas de los equipos, mientras que tanto Iraqi Steel como Light Industries esperaban adjudicar los contratos para la instalación y puesta en marcha de los equipos a finales de abril de 2025. El Comité Ejecutivo tomó nota del informe y pidió a la ONUDI que presentara a la 97ª reunión un informe sobre los progresos realizados en la finalización de esos proyectos (decisión 96/9).

Informe sobre la marcha de las actividades

18. En nombre del Gobierno de Iraq, la ONUDI presentó un informe sobre la marcha de las actividades para los siguientes proyectos:

a) *PGEH (etapa I, segundo tramo) (asistencia técnica al sector de servicio técnico):* Tal y como se informó en la 96ª reunión, los fondos destinados a la adquisición prevista de 40 identificadores de refrigerantes se reasignaron para la adquisición de otras herramientas esenciales para aproximadamente 100 técnicos[6]; todas las actividades, incluida la distribución de herramientas a los beneficiarios, se completarán en diciembre de 2025, según la prórroga concedida;

b) *Plan nacional de eliminación (conversión de CFC-11 a ciclopentano en dos fabricantes de espuma de poliuretano):* Nassr State Company ha puesto en marcha su equipo y está a la espera de los siguientes pasos (verificación, inspección de seguridad e inicio de la producción comercial), y se prevé que el proyecto esté terminado a finales de diciembre de 2025, según la prórroga concedida. Iraqi Steel informó a la ONUDI de que ya no participaría y que completaría la instalación de forma independiente con sus propios recursos, comprometiéndose a no utilizar HCFC ni HFC para la fabricación de espuma. En consecuencia, la ONUDI ha propuesto que se cancele el proyecto y se devuelvan todos los presupuestos restantes; y

c) *Proyecto para sustituir el CFC-12 por isobutano y el CFC-11 por ciclopentano en la fabricación de refrigeradores domésticos en Light Industries:* La empresa está preparando actualmente el emplazamiento para las instalaciones; si este trabajo se finaliza a tiempo, se espera que las conversiones estén terminadas para diciembre de 2025.

Nivel de desembolso de fondos

19. En septiembre de 2025, el desembolso de fondos para el segundo tramo de la etapa I del PGEH y para el plan nacional de eliminación había alcanzado el 29,1 % y el 93,7 %, respectivamente; y se había desembolsado el monto total de USD 2.161.581 aprobado para el proyecto de conversión en Light Industries, tal como se muestra en el cuadro 3. Los saldos restantes se desembolsarán antes de diciembre de 2025.

Cuadro 3. Informe financiero de los proyectos que se completarán para Iraq en septiembre de 2025 (USD)

Proyectos	Fondos aprobados	Fondos desembolsados	Porcentaje de desembolso (%)	Saldo de fondos
PGEH (etapa I, 2.º tramo)	230.000	66.856	29,1	*163.144
Plan nacional de eliminación (Nassr State Company e Iraqi Steel)	4.353.530	4.080.068	93,7	**273.462
Conversión en Light Industries	2.161.581	2.161.581	100	0

* Incluidos USD 155.080 comprometidos para la adquisición de herramientas y equipos para técnicos
** Incluidos USD 180.503 comprometidos para las actividades de conversión empresarial en curso

Observaciones de la Secretaría

20. La Secretaría señala que la etapa I del PGEH y la conversión de Nassr Company se completarán en diciembre de 2025, de conformidad con la prórroga concedida por el Comité Ejecutivo. En cuanto a las

[6] Incluye detectores electrónicos de fugas para varios refrigerantes, bombas de carga de aceite, equipos portátiles de soplado de nitrógeno, juegos de llaves dinamométricas, alicates Lokring, mordazas de montaje y conectores de diferentes diámetros.

conversiones de las dos empresas restantes, la ONUDI informó de lo siguiente:

a) Iraqi Steel no pudo completar la instalación de los equipos, ya que las mejoras necesarias en las instalaciones para dar cabida a los nuevos equipos no pudieron completarse dentro del año en curso; por lo tanto, la empresa optó por finalizar la conversión de forma independiente con sus propios recursos. La ONUDI confirmó que Iraqi Steel no estaba utilizando HCFC ni HFC en la actualidad y sugirió transferir la propiedad de los equipos a la empresa en diciembre de 2025, siempre que esta se comprometiera a completar la conversión de la línea con fondos propios y a no utilizar HCFC ni HFC. La oficina nacional del ozono (ONO) supervisará el cumplimiento de este acuerdo. El proyecto se completará antes del 31 de diciembre de 2025 y cualquier saldo restante en esa fecha se devolverá al Fondo Multilateral; y

b) Light Industries seguirá recibiendo asistencia de la ONUDI para completar la conversión de sus tres líneas de producción hasta diciembre de 2025. Dado que la prórroga del proyecto se aprobó en el entendido de que no se solicitarían más prórrogas, la ONUDI completará operativamente el proyecto mediante la transferencia de la propiedad de los equipos de las tres líneas antes del 31 de diciembre de 2025, previo compromiso de Light Industries de que, si los trabajos de conversión se prolongan más allá de esa fecha, la empresa será responsable de su finalización. La ONO supervisará el cumplimiento de este acuerdo. La ONUDI acordó además con la ONO y Light Industries que seguiría prestando asistencia técnica después de la finalización del proyecto en diciembre de 2025 para garantizar una conversión adecuada. Dado que no quedan saldos de fondos para este proyecto, no se esperan devoluciones. El cierre operativo del proyecto se producirá a finales de 2025 y se cerrará financieramente en junio de 2026.

21. La Secretaría considera razonables las opciones ofrecidas por la ONUDI para Iraqi Steel y Light Industries, teniendo en cuenta los importantes retrasos que han sufrido estos proyectos. La ONUDI aclaró además que no se asignarían cuotas de HCFC ni HFC a esas empresas, y que la ONO seguiría supervisando el cumplimiento de los acuerdos alcanzados e informando al respecto. Dada la situación, la Secretaría sugiere que la ONUDI presente información actualizada sobre la finalización operativa de estos proyectos a la 98ª reunión.

Recomendación

22. El Comité Ejecutivo podrá estimar oportuno:

a) Tomar nota de los informes sobre los avances logrados en la finalización de la etapa I del plan de gestión para la eliminación de HCFC, el plan nacional de eliminación (primer tramo) (IRQ/PHA/58/INV/09) y el proyecto para sustituir el refrigerante CFC-12 por isobutano y el agente espumante CFC-11 por ciclopentano en la fabricación de refrigeradores domésticos y congeladores horizontales en Light Industries Company para Iraq (IRQ/REF/57/INV/07), presentados por la ONUDI e incluidos en el documento UNEP/OzL.Pro/ExCom/97/17; y

b) Pedir a la ONUDI que presente a la 98ª reunión un informe sobre los avances logrados en la finalización de los proyectos mencionados en el inciso a) *supra*.

Líbano: Plan de gestión para la eliminación de HCFC (etapa II - informe sobre la marcha de las actividades relativo a la ejecución del programa de trabajo asociado al cuarto y último tramo) (PNUD)

Antecedentes

23. En su 92ª reunión, al aprobar el cuarto y último tramo de la etapa II del plan de gestión para la eliminación de HCFC (PGEH) para el Líbano, el Comité Ejecutivo solicitó al Gobierno y al PNUD la presentación de informes anuales sobre la marcha del programa de trabajo correspondiente al tramo final hasta la finalización del proyecto, informes de verificación hasta la aprobación de la etapa III y el informe de finalización del proyecto a la primera reunión del Comité Ejecutivo en 2026 (decisión 92/24)[7].

24. El Gobierno del Líbano informó de un consumo de 18,32 toneladas PAO de HCFC-22 en 2024, lo que supone un 75,1 % menos que la base de comparación para el cumplimiento del país en materia de HCFC. El consumo de HCFC para el periodo 2020-2024 se muestra en el cuadro siguiente.

Cuadro 4. Consumo de HCFC en el Líbano (2020-2024, con datos del Artículo 7)

HCFC	2020	2021	2022	2023	2024	Base de comparación
Toneladas métricas (tm)						
HCFC-22	526,18	474,28	465,99	447,79	333,10	653,55
HCFC-123	0,00	0,00	0,00	0,00	0,00	2,50
HCFC-141b	56,03	0,00	0,00	0,00	0,00	341,18
Total (tm)	**582,21**	**474,28**	**465,99**	**447,79**	**333,10**	**997,23**
Toneladas PAO						
HCFC-22	28,94	26,09	25,63	24,63	18,32	35,95
HCFC-123	0,00	0,00	0,00	0,00	0,00	0,05
HCFC-141b	6,16	0,00	0,00	0,00	0,00	37,53
Total (toneladas PAO)	**35,10**	**26,09**	**25,63**	**24,63**	**18,32**	**73,53**
Consumo máximo permitido	**36,78**	**36,78**	**27,58**	**27,58**	**18,39**	**Inaplicable**

25. El Gobierno del Líbano presentó datos sobre el consumo del sector de los HCFC en el informe sobre la ejecución del programa país (PP) de 2024 que concuerdan con los datos comunicados en virtud del artículo 7 del Protocolo de Montreal.

Informe sobre la marcha de las actividades

26. En nombre del Gobierno del Líbano, el PNUD presentó un informe sobre los avances logrados en la ejecución de las actividades restantes de la etapa II, que se resume a continuación:

a) Las cuotas de importación de HCFC para 2025 se fijaron en 17,6 toneladas PAO, lo que es inferior al objetivo del país de 17,84 toneladas PAO establecido en el Acuerdo. El Gobierno seguirá aplicando el sistema de cuotas para alcanzar las metas del PGEH en los próximos años;

b) La oficina nacional del ozono (ONO) reanudó la ejecución de programas de capacitación para el sector de servicio técnico tras la estabilización de la situación en el país en 2025. Hasta la fecha, se ha capacitado a 330 técnicos en buenas prácticas de servicio técnico y en el uso seguro de tecnologías alternativas. Tal como se había previsto, se proporcionó apoyo en materia de equipamiento al centro de capacitación para facilitar la capacitación de los técnicos de servicio técnico;

c) La ONO llevó a cabo actividades de fortalecimiento de capacidades para la aplicación de la normativa: se organizaron tres talleres nacionales para 130 participantes sobre la aplicación del Decreto 3277 y el sistema de cuotas; y

d) De los USD 33.964 aprobados para la ejecución y supervisión del proyecto, se

[7] Decisión de aprobación general

desembolsaron USD 33.908 para consultoría (USD 2.000), viajes (USD 2.276), talleres y reuniones (USD 4.132) y seguimiento y notificación (USD 25.500).

27. En septiembre de 2025, de los USD 4.203.826 aprobados para la etapa II, se habían desembolsado USD 4.157.626. El saldo de USD 46.200 se desembolsará antes de diciembre de 2025.

28. Conforme a lo dispuesto en las decisiones 89/42 d) y 90/48 c), la política operativa del Fondo Multilateral sobre integración de la perspectiva de género se incorporó a diversas actividades ejecutadas en el marco de la etapa II del PGEH. Entre las principales actividades llevadas a cabo figuran campañas de capacitación y sensibilización destinadas a desarrollar la competencia y la concienciación del personal sobre la integración de la perspectiva de género, creando un entorno inclusivo en materia de género al tiempo que se organizan eventos y actividades en el marco del PGEH (por ejemplo, la participación de mujeres en la organización de eventos y como expertas, la participación de mujeres en actividades de capacitación) y el intercambio de experiencias y casos de éxito sobre la participación de las mujeres en las actividades del PGEH en el Líbano y otras regiones.

Observaciones de la Secretaría

29. El PNUD confirmó que la etapa II del PGEH se completaría antes del 31 de diciembre de 2025, tal y como se establece en el párrafo 14 del Acuerdo.

30. A partir del 1 de enero de 2025, se prohíbe en el Líbano la fabricación de equipos de refrigeración y climatización que utilicen HCFC; el consumo restante de HCFC se limita exclusivamente al sector de servicio técnico.

31. El PNUD indicó que el informe de verificación sobre el consumo de HCFC para el período 2023-2025 se presentaría en la segunda reunión de 2026, junto con la solicitud del segundo tramo de la etapa III del PGEH.

32. En cuanto a la adopción de tecnologías que utilizan HFC-32 y HC en diversas aplicaciones de refrigeración y climatización en el Líbano, el PNUD indicó que el mercado está experimentando una transición gradual hacia refrigerantes de bajo o menor potencial de calentamiento atmosférico. Se han diseñado e impartido programas de capacitación para el sector de servicio técnico con el fin de abarcar la manipulación y la carga seguras de refrigerantes inflamables, la prevención de fugas y su detección y recuperación, las buenas prácticas de mantenimiento y la reutilización de refrigerantes. El PNUD explicó además que, en las diferentes etapas de la planificación del proyecto y la ejecución de las actividades de capacitación y divulgación, se adoptará un enfoque integrado en coordinación con las actividades previstas en el plan de aplicación de la Enmienda de Kigali relativa a los HFC que se está iniciando actualmente en el país.

Recomendación

33. El Comité Ejecutivo podrá estimar oportuno tomar nota del informe final sobre la marcha de las actividades relativo a la ejecución del programa de trabajo asociado al cuarto y último tramo de la etapa II del plan de gestión para la eliminación de HCFC en el Líbano, presentado por el PNUD y que figura en el documento UNEP/OzL.Pro/ExCom/97/17.

Lesotho: Plan de gestión para la eliminación de HCFC (etapa II - informe sobre el estado de la adopción de normas de seguridad para refrigerantes inflamables y el establecimiento de la acreditación obligatoria de los técnicos, de conformidad con la decisión 87/41 b)) (Gobierno de Alemania)

Antecedentes

34. En su 94ª reunión, al aprobar el segundo tramo de la etapa II del plan de gestión para la eliminación de HCFC (PGEH) para Lesoto, el Comité Ejecutivo solicitó al Gobierno de Alemania que presentara un informe sobre el estado de la adopción de normas de seguridad para refrigerantes inflamables y el establecimiento de la acreditación obligatoria de los técnicos, de conformidad con la decisión 87/41 b), en la primera reunión de cada año a partir de 2025 hasta la presentación del tercer tramo de la etapa II del PGEH (decisión 94/20)[8].

Informe de situación

35. En respuesta a la decisión, el Gobierno de Alemania ha presentado el siguiente informe de situación.

Adopción de normas de seguridad para refrigerantes inflamables

36. La oficina nacional del ozono ha mantenido un contacto periódico con el Instituto de Normalización de Lesoto (LSI) en relación con la elaboración y adopción de las normas de seguridad. Esto incluyó dos reuniones virtuales celebradas en febrero y marzo de 2025, así como consultas presenciales realizadas en septiembre de 2025. Las normas de seguridad, en consonancia con la norma ISO-5149, se adoptarán en el primer trimestre de 2026.

Establecimiento de acreditación obligatoria de los técnicos

37. El Departamento Técnico y Profesional (TVD, por sus siglas en inglés) del Ministerio de Educación de Lesoto, que supervisa la formación profesional en todo el país, está tomando medidas para establecer oficialmente cursos de refrigeración y climatización para la acreditación de técnicos. En 2024, cinco representantes del TVD visitaron varios institutos de capacitación técnica en materia de refrigeración y climatización en Sudáfrica y Namibia para intercambiar conocimientos y obtener información sobre cómo se implementan los programas de certificación en los países de la región.

38. Tras este viaje de estudio, el TVD elaboró un plan de estudios completo para un curso de certificación y diploma en refrigeración y climatización; se prevé que estos cursos se impartan a partir de enero de 2026. Al mismo tiempo, se está planificando la realización de pruebas profesionales como parte de la iniciativa de reconocimiento del aprendizaje previo (RPL, por sus siglas en inglés) para técnicos en ejercicio. Actualmente se está ultimando un formato de evaluación para el RPL sobre la manipulación segura de refrigerantes. A finales de noviembre de 2025 se llevará a cabo una evaluación piloto en la que participarán 10 técnicos, capacitados de manera formal o a través de la experiencia práctica.

Observaciones de la Secretaría

39. El Gobierno de Alemania informó a la Secretaría de que la elaboración de las normas de seguridad para los refrigerantes inflamables se había retrasado debido a cuestiones administrativas relacionadas con la dotación de personal del LSI. Las normas serán ultimadas por el LSI y aplicadas por el Ministerio de Medio Ambiente en el primer trimestre de 2026.

40. Además, el Gobierno de Alemania indicó que la aplicación de la acreditación de técnicos se ha retrasado y se espera que se implemente a finales de 2026.

Recomendación

[8] Decisión de aprobación general

41. El Comité Ejecutivo podrá estimar oportuno tomar nota del informe sobre el estado de la adopción de normas de seguridad para refrigerantes inflamables y el establecimiento de la acreditación obligatoria de los técnicos, de conformidad con la decisión 87/41 b) asociado a la etapa II del plan de gestión para la eliminación de HCFC para Lesotho, presentado por el Gobierno de Alemania y que figura en el documento UNEP/OzL.Pro/ExCom/97/17.

Pakistán: Plan de gestión para la eliminación de HCFC (etapa III - plan de acción relacionado con la conversión de la empresa Cool Point en el sector de la espuma de poliuretano) (ONUDI)

Antecedentes

42. En su 96ª reunión, el Comité Ejecutivo solicitó a la ONUDI que, en nombre del Gobierno de Pakistán, presentara a la 97ª reunión un plan de acción detallado relativo a la conversión de la empresa Cool Point en el sector de la espuma de poliuretano (PU) en la etapa III del PGEH (decisión 96/12 b)).

Plan de acción

43. De conformidad con la decisión, la ONUDI, en nombre del Gobierno de Pakistán, ha presentado el plan de acción que se resume a continuación.

44. De los USD 107.993 aprobados en la etapa III del PGEH para la conversión de Cool Point, se desembolsaron USD 16.000 para servicios de consultoría prestados por expertos nacionales e internacionales, así como para visitas al emplazamiento del proyecto realizadas por funcionarios de la oficina nacional del ozono.

45. De los USD 91.993 restantes, la ONUDI propone asignar USD 20.000 adicionales a Islam ud Din, una empresa beneficiaria que fabrica aislamiento de espuma de poliuretano para tuberías, para la adquisición de herramientas complementarias (por ejemplo, un cabezal mezclador más pequeño y una unidad de dosificación) con el fin de hacer frente a los retos técnicos que plantea la fabricación de productos de pequeño tamaño utilizando tecnología de ciclopentano. Esta reasignación aumentaría la rentabilidad general de la empresa, que inicialmente recibió USD 160.000 de financiamiento en la etapa III, pasando de USD/kg 9,58 a USD/kg 10,78 de HCFC-141b eliminado[9].

46. Se propone utilizar los USD 71.993 restantes para las siguientes actividades destinadas a mantener la eliminación del HCFC-141b:

a) Difusión de información mediante cinco talleres y reuniones de sensibilización para las principales contrapartes del sector espuma, incluidos los usuarios finales, los fabricantes, los importadores, los agentes de importación y las autoridades aduaneras, con especial atención a la normativa sobre el HCFC-141b (USD 22.000); intercambio de experiencias sobre la adopción y los aspectos técnicos de las alternativas de bajo potencial de calentamiento atmosférico (PCA) en diferentes aplicaciones de espuma (USD 25.000); y coordinación del proyecto y presentación de informes (USD 9.993); y

b) Evaluación y actualizaciones de tecnologías alternativas viables de bajo PCA para diferentes aplicaciones de espuma, incluida la disponibilidad, las consideraciones técnicas y económicas y los beneficios ambientales (USD 15.000).

[9] De conformidad con la decisión 74/50, para las empresas de espuma que consumen menos de 20 tm y adoptan tecnologías de bajo PCA, el umbral de rentabilidad es de USD 10,96 por kilogramo de HCFC-141b eliminado.

Observaciones de la Secretaría

47. La ONUDI confirmó que Cool Point no solicitará más asistencia, ya que ha cesado sus operaciones de fabricación.

48. En cuanto a la necesidad de prestar apoyo adicional a Islam ud Din, la ONUDI informó de que la instalación y la entrega del equipo previstas en el proyecto se completaron en 2025. Sin embargo, evaluaciones posteriores revelaron que era necesaria una mayor optimización de las secciones más pequeñas de aislamiento de tuberías. La reasignación propuesta tiene por objeto satisfacer esta necesidad proporcionando apoyo adicional para la conversión del HCFC-141b.

49. La Secretaría solicitó aclaraciones sobre la necesidad de las actividades adicionales propuestas en el plan descrito en el párrafo 46. En respuesta, la ONUDI explicó que el Gobierno de Pakistán ha aplicado reglamentos que prohíben la importación de HCFC-141b (tanto puro como contenido en polioles premezclados importados) a partir del 31 de enero de 2025. Las existencias restantes de HCFC-141b están siendo utilizadas actualmente por las empresas que están en proceso de conversión a tecnologías alternativas.

50. La ONUDI aclaró además que, con el fin de garantizar una aplicación más eficaz de estas normas, el Gobierno ha determinado la necesidad de realizar actividades de divulgación adicionales para que la industria pueda adoptar alternativas de manera sistemática y rápida. Además, la industria necesita orientación técnica adicional e información sobre el mercado en relación con alternativas de bajo PCA para diversas aplicaciones (por ejemplo, espuma proyectada, espuma de poliuretano y espuma para recipientes térmicos). Para responder a estas necesidades, se propone un informe de evaluación actualizado sobre tecnologías alternativas de espuma de bajo PCA, que incluirá información sobre tecnologías adecuadas para diferentes aplicaciones de espuma en Pakistán. Este informe se elaborará principalmente con el apoyo de consultores locales, así como de expertos internacionales que aportarán conocimientos técnicos a distancia. Esta iniciativa no solo facilitará la eliminación del HCFC-141b entre las empresas industriales, sino que también promoverá el intercambio de información y la adopción de alternativas en sectores que actualmente utilizan o podrían utilizar HFC como agentes espumantes.

51. La Secretaría considera que esta reasignación ayudaría al Gobierno de Pakistán en la eliminación sistemática del HCFC-141b en el sector espuma, incluida la aplicación de la normativa relativa a su importación y uso, al tiempo que promovería la adopción de alternativas de bajo PCA en diversas aplicaciones de espumas.

Recomendación

52. El Comité Ejecutivo podrá estimar oportuno:

a) Tomar nota del plan de acción detallado relacionado con la conversión de la empresa Cool Point en el sector de la espuma de poliuretano en la etapa III del plan de gestión de para la eliminación de HCFC para Pakistán, presentado por la ONUDI y que figura en el documento UNEP/OzL.Pro/ExCom/97/17;

b) Señalar además que la empresa Cool Point ha cesado sus operaciones de fabricación y que quedaba un saldo restante de USD 91.993; y

c) Aprobar la reasignación del saldo al que se hace referencia en el inciso b) anterior, por un monto de USD 20.000 para prestar apoyo adicional a la empresa Islam ud Din; y por un monto de USD 71.993 para ejecutar las actividades descritas en el párrafo 46 del documento UNEP/OzL. Pro/ExCom/97/17, con el fin de facilitar la conversión completa del sector espuma del HCFC-141b (tanto puro como contenido en polioles premezclados) a tecnologías alternativas.

B. Informe relacionado con los Acuerdos del plan de aplicación de la Enmienda de Kigali relativa a los HFC (PAK)

Acuerdos para la reducción del consumo de HFC de conformidad con la etapa I de los planes de aplicación de la Enmienda de Kigali relativa a los HFC

Antecedentes

53. En su 95ª reunión, el Comité Ejecutivo llegó a un consenso sobre la plantilla de Acuerdo para la etapa I de los planes de aplicación de la Enmienda de Kigali relativa a los HFC (PAK) (decisión 95/90 y anexo LVII del documento UNEP/OzL.Pro/ExCom/95/94). La plantilla acordada deberá aplicarse a todos los PAK ya aprobados entre las reuniones 92ª y 95ª. En su 96ª reunión, el Comité Ejecutivo también llegó a un consenso sobre las directrices para el financiamiento de los costos de los HFC (decisión 96/50), que aportan mayor claridad sobre el punto de partida, lo que tiene implicaciones en los proyectos de acuerdo.

Observaciones de la Secretaría

54. A fin de garantizar la coherencia y la precisión de los proyectos de Acuerdo entre los respectivos gobiernos y el Comité Ejecutivo, la Secretaría los preparó basándose en la plantilla acordada y en los cronogramas de compromisos de reducción de HFC y los tramos de financiamiento de los PAK aprobados entre las reuniones 92ª y 95ª, y realizó los ajustes cuando fue necesario, en:

a) El párrafo 2, de conformidad con la decisión 96/50 e) para los países de bajo consumo cuyo consumo se limita al servicio técnico, en los que no se aplica el punto de partida, y para los países que no son de bajo consumo en los que el punto de partida abarca todos los HFC en conjunto;

b) Los apéndices 1-A y 2-A, a fin de reflejar las decisiones que pueden variar en el caso de los países de bajo consumo con servicio técnico, los países de bajo consumo con servicio técnico y fabricación, y los países que no son de bajo consumo; y

c) En el caso de los países que no son de bajo consumo y los países de bajo consumo que también tienen fabricación, el apéndice 1-A y la fila 4 del apéndice 2-A, incluir el texto “Por determinar”, ya que estos solo se finalizarían una vez que se hayan completado las discusiones sobre el punto de partida para reducciones acumulativas en el consumo y, por lo tanto, el consumo admisible remanente.

55. Las revisiones de los proyectos de Acuerdo se debatieron en la reunión de coordinación entre organismos[10]. De los 54 PAK aprobados entre las reuniones 92ª y 95ª, tres se incluyen en las propuestas de proyectos con solicitudes de tramos en esta reunión y uno se excluye. Se enviaron veintitrés proyectos de Acuerdo a los organismos principales para que aportaran sus comentarios y los revisaran, en particular el apéndice 5-A sobre instituciones y funciones de supervisión, en el que se exigía proporcionar una indicación detallada y creíble de la forma en que se supervisarán los progresos, indicar qué organizaciones serán responsables de las actividades y la sostenibilidad de las metas de reducción del consumo alcanzadas mediante el Acuerdo. De los 23 proyectos de Acuerdo enviados a los organismos principales, 14 se presentan para su aprobación en esta reunión y nueve están pendientes de ultimación. Quedan 27 proyectos de Acuerdo para que la Secretaría los revise y envíe a los organismos principales. La Secretaría toma nota

[10]Montreal, 9-11 de septiembre de 2025

con reconocimiento de los esfuerzos realizados por todos los organismos de ejecución para revisar y validar los Acuerdos.

56. La Secretaría presenta 14 proyectos de Acuerdo del PAK para su aprobación por el Comité Ejecutivo en la presente reunión. La Secretaría seguirá ultimando los Acuerdos restantes y los presentará al Comité Ejecutivo para su examen en la 98ª reunión. En el cuadro 5 se presenta el estado de finalización de los proyectos de Acuerdo.

Cuadro 5. Estado de finalización de los proyectos de Acuerdo para la etapa I de los PAK aprobados de las reuniones 92ª a 95ª

Estado	País
Presentados para su aprobación por parte del Comité Ejecutivo (14)	Albania (anexo I al presente documento); Armenia* (anexo II); Bolivia (Estado Plurinacional de) (anexo III); Burkina Faso (anexo IV); Camerún (anexo V); Chile (anexo VI); Colombia (anexo VII); Congo (el) (anexo VIII); Costa Rica (anexo IX); Cuba (anexo X); República Dominicana (anexo XI); Ecuador (anexo XII); Guatemala (anexo XIII); Honduras (anexo XIV)
Enviados a los organismos y pendientes de finalización (9)	Benín, Camboya, Chad, Gambia, Mauricio, Mozambique, Rwanda, Santa Lucía, Sierra Leona
Secretaría los enviará a los organismos (27)**	El Salvador, Eswatini (el Reino de), Ghana, Granada, Jordania, Kirguistán, República Democrática Popular Lao, Lesotho, Liberia, Malawi, Malasia, Montenegro, Nigeria, Macedonia del Norte, Países Insulares del Pacífico, Panamá, Paraguay, Perú, Senegal, Seychelles, Togo, Trinidad y Tabago, Túnez, Türkiye, Uruguay, Vietnam y Zimbabwe

* La actualización también refleja la transferencia de actividades del PNUMA a la ONUDI (véanse los párrafos 64 a 76 del presente documento).
** Excluyendo Nicaragua debido a la cancelación de proyectos apoyados por el Fondo Multilateral (véanse los párrafos 77 a 84 del presente documento), México (véase el documento UNEP/OzL.Pro/ExCom/97/60), Níger (véase el documento UNEP/OzL.Pro/ExCom/97/65) y Turkmenistán (véase el documento UNEP/OzL.Pro/ExCom/97/81).

Recomendación

57. El Comité Ejecutivo podrá estimar oportuno aprobar:

a) El proyecto de Acuerdo entre el Gobierno de Albania y el Comité Ejecutivo para la reducción del consumo de HFC conforme a la etapa I del PAK, que figura en el anexo I del presente informe;

b) El proyecto de Acuerdo entre el Gobierno de Armenia y el Comité Ejecutivo para la reducción del consumo de HFC conforme a la etapa I del PAK, que figura en el anexo II del presente informe;

c) El proyecto de Acuerdo entre el Gobierno del Estado Plurinacional de Bolivia y el Comité Ejecutivo para la reducción del consumo de HFC conforme a la etapa I del PAK, que figura en el anexo III del presente informe;

d) El proyecto de Acuerdo entre el Gobierno de Burkina Faso y el Comité Ejecutivo para la reducción del consumo de HFC conforme a la etapa I del PAK, que figura en el anexo IV del presente informe;

e) El proyecto de Acuerdo entre el Gobierno de Camerún y el Comité Ejecutivo para la reducción del consumo de HFC conforme a la etapa I del PAK, que figura en el anexo V del presente informe;

f) El proyecto de Acuerdo entre el Gobierno de Chile y el Comité Ejecutivo para la reducción del consumo de HFC conforme a la etapa I del PAK, que figura en el anexo VI del presente informe;

g) El proyecto de Acuerdo entre el Gobierno de Colombia y el Comité Ejecutivo para la reducción del consumo de HFC conforme a la etapa I del PAK, que figura en el anexo VII del presente informe;

h) El proyecto de Acuerdo entre el Gobierno del Congo y el Comité Ejecutivo para la reducción del consumo de HFC conforme a la etapa I del PAK, que figura en el anexo VIII del presente informe;

i) El proyecto de Acuerdo entre el Gobierno de Costa Rica y el Comité Ejecutivo para la reducción del consumo de HFC conforme a la etapa I del PAK, que figura en el anexo IX del presente informe;

j) El proyecto de Acuerdo entre el Gobierno de Cuba y el Comité Ejecutivo para la reducción del consumo de HFC conforme a la etapa I del PAK, que figura en el anexo X del presente informe;

k) El proyecto de Acuerdo entre el Gobierno de la República Dominicana y el Comité Ejecutivo para la reducción del consumo de HFC conforme a la etapa I del PAK, que figura en el anexo XI del presente informe;

l) El proyecto de Acuerdo entre el Gobierno de Ecuador y el Comité Ejecutivo para la reducción del consumo de HFC conforme a la etapa I del PAK, que figura en el anexo XII del presente informe;

m) El proyecto de Acuerdo entre el Gobierno de Guatemala y el Comité Ejecutivo para la reducción del consumo de HFC conforme a la etapa I del PAK, que figura en el anexo XIII del presente informe; y

n) El proyecto de Acuerdo entre el Gobierno de Honduras y el Comité Ejecutivo para la reducción del consumo de HFC conforme a la etapa I del PAK, que figura en el anexo XIV del presente informe.

C. Informe sobre actividades adicionales para mantener la eficiencia energética en el sector de servicio técnico de equipos de refrigeración (decisión 89/6)

Kirguistán: Actividades adicionales para mantener la eficiencia energética en el sector de servicio técnico de equipos de refrigeración conforme a la decisión 89/6 b) (informe final sobre la marcha de las actividades) (PNUMA)

Antecedentes

58. En su 96ª reunión, el Comité Ejecutivo aprobó, con carácter excepcional, la prórroga hasta el 30 de junio de 2025 para la finalización del proyecto de actividades adicionales para la introducción de alternativas a los HCFC de bajo o nulo potencial de calentamiento atmosférico (PCA) y para el mantenimiento de la eficiencia energética en el sector de servicio técnico de equipos de refrigeración en Kirguistán, en el entendido de que no habría más prórrogas, y que el PNUMA, en nombre del Gobierno de Kirguistán, presentaría un informe final sobre los avances en la ejecución del proyecto a la 97ª reunión (decisión 96/13).

59. El PNUMA ha confirmado que todas las actividades se han completado, que los fondos se han desembolsado y que presentará a la 97ª reunión un informe final sobre los avances en la ejecución del

proyecto, en el que se incluirán detalles adicionales sobre los resultados del proyecto, como las lecciones aprendidas y las recomendaciones del viaje de estudio, el número final de técnicos y funcionarios de aduanas capacitados, y los resultados del estudio y la evaluación del impacto[11].

60. Conforme a lo dispuesto en la decisión 96/13 c), el PNUMA, en nombre del Gobierno de Kirguistán, ha presentado un informe final sobre la marcha de las actividades a la presente reunión.

Informe sobre la marcha de las actividades

61. En el informe final sobre la marcha de las actividades se proporcionó la información requerida en relación con los resultados, las actividades y las enseñanzas extraídas del proyecto, tal y como se describe a continuación:

a) Se lograron los principales objetivos del proyecto, entre otros, mejorar la coordinación y la colaboración entre las contrapartes para promover la eficiencia energética y el uso de refrigerantes de bajo PCA en equipos de refrigeración y climatización, desarrollar la capacidad de las contrapartes mediante sesiones informativas centradas en la eficiencia energética y los refrigerantes de bajo GWP, y crear conciencia entre las principales contrapartes y el público;

b) El proyecto piloto tenía como objetivo establecer normas mínimas de eficiencia energética y un etiquetado de eficiencia energética para los equipos de refrigeración de menos de 3 kW, incluidos los almacenes frigoríficos para productos agrícolas, los refrigeradores de productos lácteos y cárnicos y el transporte refrigerado. Se informó de que se ha elaborado un proyecto de reglamento técnico para los equipos de refrigeración de menos de 3 kW, que entrará en vigor el 1 de enero de 2028 en el territorio de la UEEA[12], con los correspondientes requisitos de certificación y etiquetado. Mientras tanto, todas las actividades se han ajustado a la legislación y las normas de la UEEA y han contribuido al seguimiento y la aplicación del Reglamento Técnico 048/2019 de la UEEA[13];

c) La capacitación de la autoridad comercial competente permitió elaborar un plan de acción para los mecanismos de cumplimiento, que incluye la evaluación de la conformidad, las inspecciones del mercado, la presentación de informes y los sistemas de registro de productos. El número total de técnicos y funcionarios de aduanas capacitados durante el proyecto es de 352 (82 mujeres) y 193 (50 mujeres), respectivamente;

d) Entre las principales enseñanzas extraídas del proyecto se encuentra la dificultad de llevar a cabo una evaluación de la conformidad debido a la falta de laboratorios de certificación en los países del artículo 5, lo que dificulta la aplicación. Sin embargo, se pueden elaborar reglamentos técnicos utilizando los marcos jurídicos existentes y se pueden adoptar normas extranjeras para acelerar los progresos. El cumplimiento de las normas de eficiencia energética es posible incluso sin una capacidad técnica completa. Kirguistán ha introducido el Código de Construcción 41-04:2022 para regular las importaciones de equipos de refrigeración y climatización de alta eficiencia, y una resolución[14] que ofrece incentivos fiscales y aduaneros para los productos respetuosos con el medio ambiente. Los esfuerzos por crear un Departamento de Eficiencia Energética en Kirguistán se han enfrentado a la resistencia institucional, y las propuestas relacionadas siguen en fase de revisión; y

[11] UNEP/OzL.Pro/ExCom/96/11
[12] Unión Económica Euroasiática
[13] Reglamento técnico 048/2019 de la UEEA, titulado “Sobre los requisitos de eficiencia energética de los dispositivos que consumen energía”.
[14] Resolución 246/2025, titulada “Sobre la aprobación del clasificador nacional piloto: Taxonomía Verde de la República Kirguisa”.

e) Las enseñanzas extraídas del viaje de estudio a Belarús incluyen la eficacia de asignar una única autoridad competente para la gobernanza de la eficiencia energética con el fin de reducir los solapamientos de mandatos, y el papel de un centro centralizado para normas, certificación y ensayos. El amplio uso de normas internacionales[15] por parte del país garantiza la previsibilidad de los requisitos. La autorregulación de la industria a través de asociaciones y la capacitación de técnicos ayuda a subsanar las deficiencias en materia de competencias. El etiquetado normalizado y la información al consumidor aumentan la transparencia del mercado. Las auditorías energéticas y los sistemas de gestión mejoran la calidad y supervisión de los proyectos. La eficiencia energética de los edificios se apoya en métodos de cálculo detallados y criterios de rendimiento. Las normas de suministro y medición de calor permiten una supervisión precisa y una política tarifaria adecuada. Los indicadores y métodos de ensayo definidos para los equipos domésticos y climáticos respaldan los incentivos y las adquisiciones. Las normas sobre equipos de gas y térmicos garantizan la seguridad y la eficiencia. La logística de la cadena de frío se beneficia de los protocolos internacionales y los modelos de entrega sin contacto. Los riesgos incluyen la sobrecarga de la base normativa y la capacidad limitada de los laboratorios, lo que sugiere la necesidad de establecer prioridades y desarrollar en paralelo la infraestructura y las competencias. Las medidas replicables para Kirguistán incluyen el establecimiento de un mecanismo de coordinación de ventanilla única, la puesta en marcha de la certificación voluntaria y la capacitación de técnicos, la adopción de la verificación del etiquetado y las listas de normas, la puesta a prueba de procesos de cadena de frío sin contacto y la adaptación de la autorregulación de la industria y las normas a los contextos locales.

Observaciones de la Secretaría

62. La Secretaría señaló que el informe final proporcionaba la información requerida y que el proyecto se había completado el 30 de junio de 2025 con un desembolso del 100 % de los fondos.

Recomendación

63. El Comité Ejecutivo podrá estimar oportuno tomar nota del informe final sobre la marcha del proyecto de actividades adicionales para la introducción de alternativas a los HCFC de bajo o nulo potencial de calentamiento atmosférico (PCA) y para el mantenimiento de la eficiencia energética en el sector de servicio técnico de equipos de refrigeración en Kirguistán, presentado por el PNUMA y que figura en el documento UNEP/OzL.Pro/ExCom/97/17.

D. Informe relativo a varios proyectos

Armenia: Plan de gestión para la eliminación de HCFC (etapa III) y plan de aplicación de la Enmienda de Kigali relativa a los HFC (etapa I) (cambio de organismo de ejecución) (ONUDI y PNUMA)

Antecedentes

64. En nombre del Gobierno de Armenia, la ONUDI y el PNUMA, en calidad de organismos de ejecución principales y cooperantes, presentaron una solicitud para transferir los componentes de los organismos cooperantes correspondientes a la etapa III del plan de gestión para la eliminación de HCFC (PGEH) y la etapa I del plan de aplicación de la Enmienda de Kigali relativa a los HFC (PAK) del PNUMA a la ONUDI, y para que la ONUDI se convirtiera en el organismo de ejecución designado[16]. Posteriormente,

[15] GOST (Norma de la Unión Estatal); STB (Normas de Belarús); EN (Normas Europeas); IEC (Comisión Electrotécnica Internacional) e ISO (Organización Internacional de Normalización).
[16] Según nota del 10 de septiembre de 2025 de la oficina nacional del ozono (ONO) de Armenia a la Secretaría.

la ONUDI y el PNUMA presentaron un informe sobre los progresos realizados en la ejecución de los proyectos mencionados, incluidos el desembolso de fondos y las actividades pendientes.

65. En la 96ª reunión, el Comité Ejecutivo aprobó, entre otras cosas, en principio, la etapa III del PGEH para Armenia para el período 2025-2030, con el fin de eliminar por completo el consumo de HCFC, por un monto de USD 635.106, cifra consistente en USD 432.400, más gastos de apoyo de USD 30.268 para la ONUDI y USD 152.600, más gastos de apoyo de USD 19.838 para el PNUMA; y aprobó el primer tramo y el correspondiente plan de ejecución del tramo, por un monto de USD 257.623, cifra consistente en USD 179.200, más gastos de apoyo de USD 12.544 para la ONUDI y USD 58.300, más gastos de apoyo de USD 7.579 para el PNUMA[17]. Las actividades que el PNUMA tiene previsto ejecutar en la etapa III del PGEH incluyen el fortalecimiento del marco jurídico y normativo, el fomento de la capacidad de los funcionarios de aduanas y fiscalización, y el fortalecimiento de capacidades de los técnicos de equipos de refrigeración y climatización[18].

66. En la 94ª reunión, el Comité Ejecutivo aprobó, entre otras cosas, en principio, la etapa I del PAK para Armenia para el período 2024-2029, con el fin de reducir el consumo de HFC en un 10 % con respecto al nivel de referencia del país para 2029, por un monto de USD 203.400, cifra consistente en USD 114.000, más gastos de apoyo de USD 14.820 para la ONUDI y USD 66.000, más gastos de apoyo de USD 8.580 para el PNUMA; y aprobó el primer tramo y el correspondiente plan de ejecución del tramo, por un monto de USD 186.535, cifra consistente en USD 99.075, más gastos de apoyo de USD 12.880 para la ONUDI y USD 66.000, más gastos de apoyo de USD 8.580 para el PNUMA[19]. Las actividades que el PNUMA tiene previsto ejecutar en la etapa I del PAK incluyen el fortalecimiento de capacidades de los funcionarios de aduanas y fiscalización, así como de los técnicos de equipos de refrigeración y climatización[20].

Informe sobre la marcha de las actividades

<u>Informe sobre la marcha del primer tramo de la etapa III del plan de gestión para la eliminación de HCFC</u>

67. La ONUDI informó de que se ha contratado a un consultor nacional para realizar una encuesta sobre la capacidad técnica y los conocimientos de los talleres de servicio técnico en materia de recuperación, reciclaje y regeneración de refrigerantes (RRR). En cuanto a la adquisición, se han elaborado las especificaciones técnicas de las herramientas y equipos adicionales para RRR y la licitación comenzará a finales de 2025. Además, se han elaborado los conceptos iniciales para la creación de un centro de regeneración y una infraestructura de recarga, que se encuentran en fase de debate. Las especificaciones técnicas para la adquisición de herramientas y equipos para las escuelas de formación profesional se elaborarán a finales de 2025, tras lo cual comenzará el proceso de licitación.

68. El PNUMA informó que no se ha firmado ningún acuerdo para el primer tramo de la etapa III del PGEH.

<u>Informe sobre la marcha del primer tramo de la etapa I del plan de aplicación de la Enmienda de Kigali relativa a los HFC</u>

69. La ONUDI informó de que se ha contratado a consultores nacionales para redactar la legislación relativa a las prohibiciones de importación, coordinarse con las contrapartes y presentar los planes. Se está llevando a cabo un estudio sobre códigos de prácticas para la gestión segura de tecnologías de bajo potencial de calentamiento atmosférico y un estudio sectorial sobre el consumo de HFC en los sectores aerosoles, solventes, extinción de incendios y espumas. Se ha firmado un pedido de herramientas y equipos para los centros de capacitación, y se espera que los equipos lleguen en noviembre de 2025. Además, se han llevado

[17] Decisión 96/33.
[18] Párrafo 31 del documento UNEP/OzL.Pro/ExCom/96/25.
[19] Decisión 94/39.
[20] Párrafo 33 del documento UNEP/OzL.Pro/ExCom/94/21.

a cabo actividades de sensibilización, incluida una visita a "Yerevan Beer", donde especialistas del sector analizaron las ventajas y aplicaciones de los sistemas de refrigeración que utilizan amoníaco como refrigerante.

70. El PNUMA informó de que se había firmado un acuerdo de financiación a pequeña escala (SSFA, por sus siglas en inglés) con el Gobierno de Armenia para el primer tramo del PAK y que los fondos se habían transferido a la oficina del PNUD en Armenia. Sin embargo, la ONO confirmó que no se había iniciado ninguna actividad. En vista de la solicitud de transferencia, el PNUMA ha rescindido el SSFA y los fondos transferidos serán devueltos al PNUMA.

Nivel de desembolso de fondos

71. A fecha de noviembre de 2025, de los USD 237.500 aprobados para el primer tramo de la etapa III del PGEH (USD 179.200 para la ONUDI y USD 58.300 para el PNUMA), la ONUDI ha desembolsado USD 3.746 y el PNUMA no ha realizado ningún desembolso; y de los USD 165.075 aprobados para el primer tramo de la etapa I del PAK (USD 99.075 para la ONUDI y USD 66.000 para el PNUMA), la ONUDI ha desembolsado USD 38.454 y el PNUMA no ha realizado ningún desembolso.

Observaciones de la Secretaría

72. La Secretaría observa que la solicitud de transferir la ejecución de los componentes del PNUMA de la etapa III del PGEH y la etapa I del PAK a la ONUDI se realizó tras celebrar consultas y llegar a un acuerdo entre las partes pertinentes. La ONUDI ha confirmado que ambos proyectos se ejecutarán tal y como se aprobaron en las reuniones 96ª y 94ª, respectivamente.

73. Los montos que se transferirán se detallan en el cuadro 6. Los fondos aprobados para el PNUMA para el primer tramo de cada proyecto aún no se han desembolsado. Por consiguiente, el PNUMA devolverá esos fondos al Fondo Multilateral para su posterior transferencia a la ONUDI, lo que se ha abordado en el Informe sobre saldos y disponibilidad de recursos[21].

Cuadro 6. Fondos que se transferirán a la ONUDI para la etapa III del PGEH y la etapa I del PAK (USD)

Descripción	Financiamiento convenido	Gastos de apoyo	Total de costos convenidos
Etapa III del PGEH			
Fondos aprobados (primer tramo) (ARM/PHA/96/TAS/34)	58.300	4.081	62.381
Fondos aprobados en principio (segundo y tercer tramo)	94.300	6.601	100.901
Total	**152.600**	**10.682**	**163.282**
Etapa I del PAK			
Fondos aprobados (primer tramo) (ARM/KIP/94/TAS/32)*	66.000	8.580	74.580
Total	**66.000**	**8.580**	**74.580**

* La etapa I del PAK incluía financiación para el PNUMA solo en el primer tramo.

74. En vista del ajuste a los organismos y la reasignación de fondos, se ha actualizado el Acuerdo entre el Gobierno de Armenia y el Comité Ejecutivo para la etapa III del PGEH; concretamente, se ha revisado el Apéndice 2-A y se ha añadido el párrafo 17 para indicar que el Acuerdo actualizado sustituye al alcanzado en la 96ª reunión (decisión 96/33), que figura en el anexo XV del presente documento. El Acuerdo actualizado completo se adjuntará al informe final de la 97ª reunión. Los cambios pertinentes figuran en el cuadro 7.

[21] UNEP/OzL.Pro/ExCom/97/4

Cuadro 7: Reasignación propuesta de tramos para la etapa III del PGEH para Armenia (USD)

Renglón	Concepto	2023*	2025	2026	2027	2028-2029	2030	Total
Según lo aprobado en la 96ª reunión								
2.1	Financiamiento convenido para el organismo principal (ONUDI) (USD)	0	179.200	0	210.700	0	42.500	432.400
2.2	Gastos de apoyo para el organismo principal (USD)	0	12.544	0	14.749	0	2.975	30.268
2.3	Financiamiento convenido para el organismo cooperante (PNUMA) (USD)	100.000	58.300	0	78.300	0	16.000	252.600
2.4	Gastos de apoyo para el organismo cooperante (USD)	13.000	7.579	0	10.179	0	2.080	32.838
3.1	Financiamiento convenido total (USD)	100.000	237.500	0	289.000	0	58.500	685.000
3.2	Total gastos de apoyo (USD)	13.000	20.123	0	24.928	0	5.055	63.106
3.3	Total de costos convenidos (USD)	113.000	257.623	0	313.928	0	63.555	748.106
Según lo revisado en la 97ª reunión								
2.1	Financiamiento convenido para el organismo principal (ONUDI) (USD)	0	**237.500**	0	**289.000**	0	**58.500**	**585.000**
2.2	Gastos de apoyo para el organismo principal (USD)	0	**16.625**	0	**20.230**	0	**4.095**	**40.950**
2.3	Financiamiento convenido para el organismo cooperante (PNUMA) (USD)	100.000	**0**	0	**0**	0	**0**	**100.000**
2.4	Gastos de apoyo para el organismo cooperante (USD)	13.000	**0**	0	**0**	0	**0**	**13.000**
3.1	Financiamiento convenido total (USD)	100.000	**237.500**	0	**289.000**	0	**58.500**	685.000
3.2	Total gastos de apoyo (USD)	13.000	**16.625**	0	**20.230**	0	**4.095**	**53.950**
3.3	Total de costos convenidos (USD)	113.000	**254.125**	0	**309.230**	0	**62.595**	**738.950**

* Aprobados en la 93ª reunión para actividades adicionales destinadas a la introducción de alternativas de bajo o nulo potencial de calentamiento atmosférico a los HCFC y al mantenimiento de la eficiencia energética en el sector de servicio técnico de equipos de refrigeración, en virtud de la decisión 89/6 b).

75. La Secretaría también incluyó el ajuste a los organismos y la reasignación de fondos para la etapa I del PAK en el proyecto de acuerdo preparado para su aprobación en la 97ª reunión, de conformidad con los párrafos 53 a 57 del presente documento. Los cambios pertinentes se presentan en el cuadro 8 a continuación.

Cuadro 8: Reasignación propuesta de tramos para la etapa I del PAK para Armenia (USD)

Renglón	Concepto	2023	2025	2026	2027	2028-2029	2030	Total
Aprobado en la 94ª reunión								
2.1	Financiamiento convenido para el organismo principal (ONUDI) (USD)	99.075	0	0	14.925	0	0	114.000
2.2	Gastos de apoyo para el organismo principal (USD)	12.880	0	0	1.940	0	0	14.820
2.3	Financiamiento convenido para el organismo cooperante (PNUMA) (USD)	66.000	0	0	0	0	0	66.000

Renglón	Concepto	2023	2025	2026	2027	2028-2029	2030	Total
2.4	Gastos de apoyo para el organismo cooperante (USD)	8.580	0	0	0	0	0	8.580
3.1	Financiamiento convenido total (USD)	165.075	0	0	14.925	0	0	180.000
3.2	Total gastos de apoyo (USD)	21.460	0	0	1.940	0	0	23.400
3.3	Total de costos convenidos (USD)	186.535	0	0	16.865	0	0	203.400
Según lo revisado en la 97ª reunión								
2.1	Financiamiento convenido para el organismo principal (ONUDI) (USD)	**165.075**	0	0	14.925	0	0	**180.000**
2.2	Gastos de apoyo para el organismo principal (USD)	**21.460**	0	0	1.940	0	0	**23.400**
3.1	Financiamiento convenido total (USD)	165.075	0	0	14.925	0	0	180.000
3.2	Total gastos de apoyo (USD)	21.460	0	0	1.940	0	0	23.400
3.3	Total de costos convenidos (USD)	186.535	0	0	16.865	0	0	203.400

Recomendación

76. El Comité Ejecutivo podrá estimar oportuno:

a) Tomar nota de la solicitud del Gobierno de Armenia de transferir a la ONUDI todas las actividades incluidas en la etapa III del plan de gestión para la eliminación de HCFC (PGEH) y la etapa I del plan de aplicación de la Enmienda de Kigali relativa a los HFC (PAK), cuya ejecución estaba inicialmente prevista por parte del PNUMA;

b) En lo que respecta a la etapa III del PGEH:

i) Tomar nota de la decisión 97/-- sobre la devolución de saldos por parte del PNUMA para la ejecución de su primer tramo;

ii) Aprobar:

a) La transferencia a la ONUDI de la financiación de USD 58.300, más gastos de apoyo por valor de USD 4.081, que se incluirán en su primer tramo en curso;

b) La transferencia del PNUMA a la ONUDI de financiamiento de USD 94.300, más gastos de apoyo por valor de USD 6.601, aprobados en principio, en relación con el segundo y tercer tramo;

iii) Tomar nota asimismo de que la Secretaría del Fondo ha actualizado el Acuerdo entre el Gobierno de Armenia y el Comité Ejecutivo para la etapa III del PGEH, que figura en el anexo XV del presente documento, concretamente en el Apéndice 2-A, sobre la base de la transferencia del componente del PNUMA a la ONUDI, y el párrafo 17, que se ha añadido para indicar que el Acuerdo actualizado sustituye al alcanzado en la 96ª reunión (decisión 96/33);

c) En lo que respecta a la etapa I del PAK:

i) Tomar nota de la decisión 97/-- sobre la devolución de saldos por parte del PNUMA para la ejecución de su primer tramo;

ii) Aprobar la transferencia a la ONUDI del financiamiento de USD 66.000, más gastos de apoyo por valor de USD 8.580, que se incluirán en su primer tramo en curso; y

iii) Que la Secretaría del Fondo ha actualizado el cronograma de compromisos de reducción de HFC y los tramos de financiamiento del plan de aplicación de la Enmienda de Kigali relativa a los HFC en Armenia (decisión 94/39), y ha incorporado el cronograma actualizado en el proyecto de Acuerdo entre el Gobierno de Armenia y el Comité Ejecutivo para la etapa I del PAK, tal como se presenta en el anexo II del documento UNEP/OzL.Pro/ExCom/97/17.

E. Informe relacionado con una solicitud de cancelación de diversos proyectos

Nicaragua: Solicitud del Gobierno para cancelar los proyectos en curso (ONUDI)

Antecedentes

77. El 18 de febrero de 2025, la ONUDI y el PNUMA recibieron una solicitud del Ministerio del Ambiente y de los Recursos Naturales de Nicaragua en relación con la decisión de finalizar los siguientes proyectos:

a) Fortalecimiento institucional (fase XI);

b) Plan de gestión para la eliminación de HCFC (PGEH) (etapa II, segundo tramo) e informe de verificación;

c) Plan de aplicación de la Enmienda de Kigali relativa a los HFC (PAK) (etapa I, primer tramo);

d) Proyecto piloto destinado a mantener y/o mejorar la eficiencia energética de equipos y tecnologías sustitutivas durante la eliminación de los HFC; y

e) Preparación de un inventario nacional de bancos de sustancias controladas de desecho y elaboración de un plan para la gestión de estas sustancias.

78. En la 96ª reunión, el Comité Ejecutivo tomó nota de la solicitud del Gobierno de Nicaragua y de la devolución de fondos por parte del PNUMA para los siguientes proyectos: NIC/EEF/92/TAS/50, NIC/SEV/92/INS/51, NIC/DES/93/PRP/52, NIC/EEF/93/DEM/54, NIC/KIP/93/TAS/55 y NIC/PHA/94/TAS/58. El Comité Ejecutivo también solicitó a la ONUDI que, en la 97ª reunión, aclarara la situación de los proyectos que estaba ejecutando en Nicaragua, y a la Secretaría que hiciera un seguimiento con el Gobierno de Nicaragua de las cuestiones relacionadas con los proyectos financiados por el Fondo Multilateral (decisión 96/15).

Cancelación de proyectos ejecutados por la ONUDI

79. El 1 de agosto de 2025, tras la comunicación del Gobierno de Nicaragua, la ONUDI aclaró que todos los proyectos que estaba ejecutando la ONUDI debían cancelarse, y presentó la solicitud de cancelación de proyectos a la Secretaría para los componentes de la ONUDI de los siguientes proyectos:

a) Etapa II, segundo tramo del PGEH;

b) Etapa II, segundo tramo del PGEH – actividades adicionales para la eficiencia energética;

c) Etapa I, primer tramo del PAK;

d) Proyecto piloto destinado a mantener y/o mejorar la eficiencia energética de equipos y tecnologías sustitutivas durante la eliminación de los HFC; y

e) Preparación de un inventario nacional de bancos de sustancias controladas de desecho y elaboración de un plan para la gestión de estas sustancias.

80. La devolución asociada de los saldos de fondos no utilizados figura en el documento UNEP/OzL.Pro/ExCom/97/4.

Observaciones de la Secretaría

81. La Secretaría observa que la cancelación de todos los proyectos ejecutados por la ONUDI representa la finalización de todos los proyectos financiados por el Fondo Multilateral en Nicaragua. La Secretaría observa también que el Gobierno de Nicaragua presentó el informe de ejecución del programa país y los datos del artículo 7 correspondientes al año 2024, y que el nivel de consumo de HCFC notificado era inferior tanto al establecido en el Protocolo de Montreal como a los niveles de consumo máximo permitido establecidos en el Acuerdo sobre el PGEH entre el país y el Comité Ejecutivo. La Secretaría entiende que, sin el Acuerdo sobre el PGEH, el país cumpliría las metas del Protocolo de Montreal.

82. La Secretaría se comunicó con el Gobierno de Nicaragua para confirmar que el proceso de cancelación de los proyectos de la ONUDI estaba en curso. En su comunicación, la Secretaría señaló que Nicaragua había ratificado el Protocolo de Montreal y todas sus enmiendas, y que era uno de los primeros países en ratificar la Enmienda de Kigali. Los fondos proporcionados por el Fondo Multilateral ayudan a los países a cumplir las disposiciones del Protocolo de Montreal y a crear apoyo institucional, lo que resulta útil tanto para el cumplimiento del Protocolo como para la ejecución nacional de proyectos. La Secretaría ofreció toda la asistencia o aclaraciones necesarias en relación con los proyectos financiados por el Fondo Multilateral antes de que el Comité Ejecutivo cancelara los últimos proyectos para Nicaragua que se examinarían en las reuniones 97ª y 98ª.

83. Aunque no se había recibido respuesta alguna en el momento de la publicación del presente documento, en paralelo a la 37ª Reunión de las Partes, la Secretaría se reunió con el encargado nacional del ozono de Nicaragua, quien reiteró verbalmente el compromiso del país con el Protocolo de Montreal e indicó que se estaba preparando una respuesta oficial.

Recomendación

84. El Comité Ejecutivo podrá estimar oportuno:

a) Tomar nota de:

i) Que el Gobierno de Nicaragua ha confirmado la cancelación de los siguientes proyectos en curso ejecutados por la ONUDI: NIC/PHA/92/INV/48, NIC/EEF/92/TAS/49, NIC/DES/93/PRP/53, NIC/EEF/93/DEM/56 y NIC/KIP/93/INV/57;

ii) Que los fondos para los proyectos NIC/DES/93/PRP/53, NIC/EEF/93/DEM/56 y NIC/KIP/93/INV/57 han sido devueltos por la ONUDI en la 97ª reunión, tal y como se indica en el anexo III del documento UNEP/OzL.Pro/ExCom/97/4

(Informe sobre saldos y disponibilidad de recursos);

iii) Que los fondos para los proyectos NIC/PHA/92/INV/48 y NIC/EEF/92/TAS/49 serán devueltos por la ONUDI en la 98ª reunión; y

b) Solicitar a la Secretaría que realice un seguimiento con el Gobierno de Nicaragua sobre cuestiones relacionadas con los proyectos financiados por el Fondo Multilateral.

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 CO_2-equivalent (CO_2-eq) tonnes by 1 January 2029 in compliance with the Montreal Protocol schedule and the terms of this Agreement.

2. The Country agrees to meet the annual consumption limits of Annex F substances as set out in row 1.2 of Appendix 2-A ("The Targets, and Funding") in this Agreement as well as in the Montreal Protocol reduction schedule for Annex F substances mentioned in Appendix 1-A. The Country accepts that, by its acceptance of this Agreement and performance by the Executive Committee of its funding obligations described in paragraph 3, it is precluded from applying for or receiving further funding from the Multilateral Fund in respect to any consumption of Annex F substances that exceeds the level defined in row 1.2 of Appendix 2-A as the final reduction step under this Agreement for Annex F substances specified in Appendix 1-A.

3. Subject to compliance by the Country with its obligations set out in this Agreement, the Executive Committee agrees, in principle, to provide the funding set out in row 3.1 of Appendix 2-A to the Country. The Executive Committee will, in principle, provide this funding at the Executive Committee meetings specified in Appendix 3-A ("Funding Approval Schedule").

4. The Country agrees to implement this Agreement in accordance with stage I of the Kigali HFC implementation plan ("the Plan") as approved. In accordance with subparagraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of Annex F substances set out in row 1.2 of Appendix 2-A of this Agreement. The aforementioned verification will be commissioned by the relevant bilateral or implementing agency.

Conditions for funding release

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

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

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

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

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

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

Monitoring

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

Flexibility in the reallocation of funds

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

a) Reallocations categorized as major changes must be documented in advance, either in a Tranche Implementation Plan as foreseen in subparagraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted 10 weeks prior to any meeting of the Executive Committee, for its approval. Major changes would relate to:

    (i) Issues potentially concerning the rules and policies of the Multilateral Fund;

    (ii) Changes that would modify any clause of this Agreement;

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

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

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

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

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

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

Bilateral and implementing agencies

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

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

Non-compliance with the Targets in the Agreement

11. Should the Country, for any reason, not meet the Targets for the elimination of Annex F substances set out in row 1.2 of Appendix 2-A or otherwise does not comply with this Agreement, then the Country agrees that it will not be entitled to the Funding in accordance with the Funding Approval Schedule. At the discretion of the Executive Committee, funding will be reinstated according to a revised Funding Approval Schedule determined by the Executive Committee after the Country has demonstrated that it has satisfied all its obligations that were due to be met prior to receipt of the next tranche of funding under the Funding Approval Schedule. The Country acknowledges that the Executive Committee may reduce the amount of the Funding by the amount set out in Appendix 7-A ("Reductions in Funding for Failure to Comply") in respect of each CO_2-eq kg of reductions in consumption not achieved in any one year. The Executive Committee will discuss each specific case in which the Country did not comply with this Agreement and take related decisions. Once decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding for future tranches as per paragraph 5 above.

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

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

Date of completion

14. The completion of the Plan and the associated Agreement will take place at the end of the year following the last year for which a maximum allowable total consumption level has been specified in Appendix 2-A. Should at that time there still be activities that are outstanding, and which were foreseen in the last Tranche Implementation Plan and its subsequent revisions as per subparagraph 5(d) and paragraph 7, the completion of the Plan will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per subparagraphs 1(a), 1(b),

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

Validity

15. All conditions set out in this Agreement are undertaken solely within the context of the Montreal Protocol and as specified in this Agreement. All terms used in this Agreement have the meaning ascribed to them in the Montreal Protocol unless otherwise defined herein.

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

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substances	Starting point for aggregate reductions in consumption
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 CO_2-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 CO_2-equivalent (CO_2-eq) tonnes by 1 January 2029 in compliance with the Montreal Protocol schedule and the terms of this Agreement.

2. The Country agrees to meet the annual consumption limits of Annex F substances as set out in row 1.2 of Appendix 2-A ("The Targets, and Funding") in this Agreement as well as in the Montreal Protocol reduction schedule for Annex F substances mentioned in Appendix 1-A. The Country accepts that, by its acceptance of this Agreement and performance by the Executive Committee of its funding obligations described in paragraph 3, it is precluded from applying for or receiving further funding from the Multilateral Fund in respect to any consumption of Annex F substances that exceeds the level defined in row 1.2 of Appendix 2-A as the final reduction step under this Agreement for Annex F substances specified in Appendix 1-A.

3. Subject to compliance by the Country with its obligations set out in this Agreement, the Executive Committee agrees, in principle, to provide the funding set out in row 3.1 of Appendix 2-A to the Country. The Executive Committee will, in principle, provide this funding at the Executive Committee meetings specified in Appendix 3-A ("Funding Approval Schedule").

4. The Country agrees to implement this Agreement in accordance with stage I of the Kigali HFC implementation plan ("the Plan") as approved. In accordance with subparagraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of Annex F substances set out in row 1.2 of Appendix 2-A of this Agreement. The aforementioned verification will be commissioned by the relevant bilateral or implementing agency.

Conditions for funding release

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

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

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

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

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

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

Monitoring

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

Flexibility in the reallocation of funds

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

a) Reallocations categorized as major changes must be documented in advance, either in a Tranche Implementation Plan as foreseen in subparagraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted 10 weeks prior to any meeting of the Executive Committee, for its approval. Major changes would relate to:

(i) Issues potentially concerning the rules and policies of the Multilateral Fund;

(ii) Changes that would modify any clause of this Agreement;

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

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

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

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

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

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

Bilateral and implementing agencies

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

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

Non-compliance with the Targets in the Agreement

11. Should the Country, for any reason, not meet the Targets for the elimination of Annex F substances set out in row 1.2 of Appendix 2-A or otherwise does not comply with this Agreement, then the Country agrees that it will not be entitled to the Funding in accordance with the Funding Approval Schedule. At the discretion of the Executive Committee, funding will be reinstated according to a revised Funding Approval Schedule determined by the Executive Committee after the Country has demonstrated that it has satisfied all its obligations that were due to be met prior to receipt of the next tranche of funding under the Funding Approval Schedule. The Country acknowledges that the Executive Committee may reduce the amount of the Funding by the amount set out in Appendix 7-A ("Reductions in Funding for Failure to Comply") in respect of each CO_2-eq kg of reductions in consumption not achieved in any one year. The Executive Committee will discuss each specific case in which the Country did not comply with this Agreement and take related decisions. Once decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding for future tranches as per paragraph 5 above.

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

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

Date of completion

14. The completion of the Plan and the associated Agreement will take place at the end of the year following the last year for which a maximum allowable total consumption level has been specified in Appendix 2-A. Should at that time there still be activities that are outstanding, and which were foreseen in the last Tranche Implementation Plan and its subsequent revisions as per subparagraph 5(d) and paragraph 7, the completion of the Plan will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per subparagraphs 1(a), 1(b),

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

Validity

15. All conditions set out in this Agreement are undertaken solely within the context of the Montreal Protocol and as specified in this Agreement. All terms used in this Agreement have the meaning ascribed to them in the Montreal Protocol unless otherwise defined herein.

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

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

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

APPENDIX 2-A: THE TARGETS, AND FUNDING

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

APPENDIX 3-A: FUNDING APPROVAL SCHEDULE

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

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

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

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

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

c) A written description of the activities to be undertaken during the period covered by the requested tranche including quantitative information, highlighting implementation milestones, the time of completion and the interdependence of the activities, and taking into account experiences made and progress achieved in the implementation of earlier tranches; the data in the Plan will be provided by calendar year. The description should include a reference to the overall Plan and progress achieved, as well as any possible changes to the overall Plan that are foreseen. The description should also specify and explain in detail such changes to the overall Plan. This description of future activities can be submitted as a part of the same document as the narrative report under subparagraph 1(a) above; and

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

APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES

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

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

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

APPENDIX 6-A: ROLE OF THE LEAD IMPLEMENTING AGENCY

1. The Lead IA will be responsible for a range of activities, including at least the following:

a) Ensuring performance and financial verification in accordance with this Agreement and with its specific internal procedures and requirements as set out in the Country's Plan;

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

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

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

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

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

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

h) Carrying out the required supervision missions;

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

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

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

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

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

2. After consultation with the Country and taking into account any views expressed, the Lead IA will select and mandate an independent entity to carry out the verification of the Plan's results and of the consumption of Annex F substances mentioned in Appendix 1-A, as per subparagraph 5(b) of the Agreement and subparagraph 1(b) of Appendix 4-A.

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

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US $7.00 per CO_2-eq tonne of consumption beyond the level defined in row 1.2 of Appendix 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 CO_2-equivalent (CO_2-eq) tonnes by 1 January 2029 in compliance with the Montreal Protocol schedule and the terms of this Agreement.

2. The Country agrees to meet the annual consumption limits of Annex F substances as set out in row 1.2 of Appendix 2-A ("The Targets, and Funding") in this Agreement as well as in the Montreal Protocol reduction schedule for Annex F substances mentioned in Appendix 1-A. The Country accepts that, by its acceptance of this Agreement and performance by the Executive Committee of its funding obligations described in paragraph 3, it is precluded from applying for or receiving further funding from the Multilateral Fund in respect to any consumption of Annex F substances that exceeds the level defined in row 1.2 of Appendix 2-A as the final reduction step under this Agreement for Annex F substances specified in Appendix 1-A.

3. Subject to compliance by the Country with its obligations set out in this Agreement, the Executive Committee agrees, in principle, to provide the funding set out in row 3.1 of Appendix 2-A to the Country. The Executive Committee will, in principle, provide this funding at the Executive Committee meetings specified in Appendix 3-A ("Funding Approval Schedule").

4. The Country agrees to implement this Agreement in accordance with stage I of the Kigali HFC implementation plan ("the Plan") as approved. In accordance with subparagraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of Annex F substances set out in row 1.2 of Appendix 2-A of this Agreement. The aforementioned verification will be commissioned by the relevant bilateral or implementing agency.

Conditions for funding release

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

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

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

c) That the Country had submitted a Tranche Implementation Report in accordance with Appendix 4-A ("Format of Tranche Implementation Reports and Plans") covering each

previous calendar year; that it had achieved a significant level of implementation of activities initiated with previously approved tranches; and that the rate of disbursement of funding available from the previously approved tranche was more than 20 per cent; and

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

Monitoring

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

Flexibility in the reallocation of funds

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

a) Reallocations categorized as major changes must be documented in advance, either in a Tranche Implementation Plan as foreseen in subparagraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted 10 weeks prior to any meeting of the Executive Committee, for its approval. Major changes would relate to:

(i) Issues potentially concerning the rules and policies of the Multilateral Fund;

(ii) Changes that would modify any clause of this Agreement;

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

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

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

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

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

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

Bilateral and implementing agencies

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

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

Non-compliance with the Targets in the Agreement

11. Should the Country, for any reason, not meet the Targets for the elimination of Annex F substances set out in row 1.2 of Appendix 2-A or otherwise does not comply with this Agreement, then the Country agrees that it will not be entitled to the Funding in accordance with the Funding Approval Schedule. At the discretion of the Executive Committee, funding will be reinstated according to a revised Funding Approval Schedule determined by the Executive Committee after the Country has demonstrated that it has satisfied all its obligations that were due to be met prior to receipt of the next tranche of funding under the Funding Approval Schedule. The Country acknowledges that the Executive Committee may reduce the amount of the Funding by the amount set out in Appendix 7-A ("Reductions in Funding for Failure to Comply") in respect of each CO_2-eq kg of reductions in consumption not achieved in any one year. The Executive Committee will discuss each specific case in which the Country did not comply with this Agreement and take related decisions. Once decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding for future tranches as per paragraph 5 above.

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

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

Date of completion

14. The completion of the Plan and the associated Agreement will take place at the end of the year following the last year for which a maximum allowable total consumption level has been specified in Appendix 2-A. Should at that time there still be activities that are outstanding, and which were foreseen in the last Tranche Implementation Plan and its subsequent revisions as per subparagraph 5(d) and paragraph 7, the completion of the Plan will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per subparagraphs 1(a), 1(b),

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

Validity

15. All conditions set out in this Agreement are undertaken solely within the context of the Montreal Protocol and as specified in this Agreement. All terms used in this Agreement have the meaning ascribed to them in the Montreal Protocol unless otherwise defined herein.

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

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substances	Starting point for aggregate reductions in consumption
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 CO_2-eq tonne of consumption beyond the level defined in row 1.2 of Appendix 2-A for each year in which the Target specified in row 1.2 of Appendix 2-A has not been met, on the understanding that the maximum funding reduction would not exceed the funding level of the tranche being requested. Additional measures might be considered in cases where non-compliance extends for two consecutive years. Where the Country has failed to comply with the Agreement due to illegal trade, the reduction in funding would not be applied if the illegally traded controlled substances are seized and subsequently, confiscated, destroyed, exported, or returned to the country of origin.

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 CO_2-equivalent (CO_2-eq) tonnes by 1 January 2029 in compliance with the Montreal Protocol schedule and the terms of this Agreement.

2. The Country agrees to meet the annual consumption limits of Annex F substances as set out in row 1.2 of Appendix 2-A ("The Targets, and Funding") in this Agreement as well as in the Montreal Protocol reduction schedule for Annex F substances mentioned in Appendix 1-A. The Country accepts that, by its acceptance of this Agreement and performance by the Executive Committee of its funding obligations described in paragraph 3, it is precluded from applying for or receiving further funding from the Multilateral Fund in respect to any consumption of Annex F substances that exceeds the level defined in row 1.2 of Appendix 2-A as the final reduction step under this Agreement for Annex F substances specified in Appendix 1-A.

3. Subject to compliance by the Country with its obligations set out in this Agreement, the Executive Committee agrees, in principle, to provide the funding set out in row 3.1 of Appendix 2-A to the Country. The Executive Committee will, in principle, provide this funding at the Executive Committee meetings specified in Appendix 3-A ("Funding Approval Schedule").

4. The Country agrees to implement this Agreement in accordance with stage I of the Kigali HFC implementation plan ("the Plan") as approved. In accordance with subparagraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of Annex F substances set out in row 1.2 of Appendix 2-A of this Agreement. The aforementioned verification will be commissioned by the relevant bilateral or implementing agency.

Conditions for funding release

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

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

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

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

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

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

Monitoring

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

Flexibility in the reallocation of funds

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

a) Reallocations categorized as major changes must be documented in advance, either in a Tranche Implementation Plan as foreseen in subparagraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted 10 weeks prior to any meeting of the Executive Committee, for its approval. Major changes would relate to:

(i) Issues potentially concerning the rules and policies of the Multilateral Fund;

(ii) Changes that would modify any clause of this Agreement;

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

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

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

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

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

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

Bilateral and implementing agencies

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

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

Non-compliance with the Targets in the Agreement

11. Should the Country, for any reason, not meet the Targets for the elimination of Annex F substances set out in row 1.2 of Appendix 2-A or otherwise does not comply with this Agreement, then the Country agrees that it will not be entitled to the Funding in accordance with the Funding Approval Schedule. At the discretion of the Executive Committee, funding will be reinstated according to a revised Funding Approval Schedule determined by the Executive Committee after the Country has demonstrated that it has satisfied all its obligations that were due to be met prior to receipt of the next tranche of funding under the Funding Approval Schedule. The Country acknowledges that the Executive Committee may reduce the amount of the Funding by the amount set out in Appendix 7-A ("Reductions in Funding for Failure to Comply") in respect of each CO_2-eq kg of reductions in consumption not achieved in any one year. The Executive Committee will discuss each specific case in which the Country did not comply with this Agreement and take related decisions. Once decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding for future tranches as per paragraph 5 above.

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

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

Date of completion

14. The completion of the Plan and the associated Agreement will take place at the end of the year following the last year for which a maximum allowable total consumption level has been specified in Appendix 2-A. Should at that time there still be activities that are outstanding, and which were foreseen in the last Tranche Implementation Plan and its subsequent revisions as per subparagraph 5(d) and paragraph 7, the completion of the Plan will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per subparagraphs 1(a), 1(b), and 1(d) of Appendix 4-A will continue until the time of the completion of the Plan unless otherwise specified by the Executive Committee.

Validity

15. All conditions set out in this Agreement are undertaken solely within the context of the Montreal Protocol and as specified in this Agreement. All terms used in this Agreement have the meaning ascribed to them in the Montreal Protocol unless otherwise defined herein.

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

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

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

APPENDIX 2-A: THE TARGETS, AND FUNDING

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

APPENDIX 3-A: FUNDING APPROVAL SCHEDULE

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

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

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

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

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

c) A written description of the activities to be undertaken during the period covered by the requested tranche including quantitative information, highlighting implementation milestones, the time of completion and the interdependence of the activities, and taking into account experiences made and progress achieved in the implementation of earlier tranches; the data in the Plan will be provided by calendar year. The description should include a reference to the overall Plan and progress achieved, as well as any possible changes to the overall Plan that are foreseen. The description should also specify and explain in detail such changes to the overall Plan. This description of future activities can be submitted as a part of the same document as the narrative report under subparagraph 1(a) above; and

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

APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES

1. The national ozone unit (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 $7.00per CO_2-eq tonne of consumption beyond the level defined in row 1.2 of Appendix 2-A for each year in which the Target specified in row 1.2 of Appendix 2-A has not been met, on the understanding that the maximum funding reduction would not exceed the funding level of the tranche being requested. Additional measures might be considered in cases where non-compliance extends for two consecutive years. Where the Country has failed to comply with the Agreement due to illegal trade, the reduction in funding would not be applied if the illegally traded controlled substances are seized and subsequently, confiscated, destroyed, exported, or returned to the country of origin.

APPENDIX 8-A: SECTOR-SPECIFIC ARRANGEMENTS

1. During the implementation of the Plan, the Government of 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 CO_2-equivalent (CO_2-eq) tonnes by 1 January 2030 in compliance with the Montreal Protocol schedule and the terms of this Agreement.

2. The Country agrees to meet the annual consumption limits of Annex F substances as set out in row 1.2 of Appendix 2-A ("The Targets, and Funding") in this Agreement as well as in the Montreal Protocol reduction schedule for Annex F substances mentioned in Appendix 1-A. The Country accepts that, by its acceptance of this Agreement and performance by the Executive Committee of its funding obligations described in paragraph 3, it is precluded from applying for or receiving further funding from the Multilateral Fund in respect to any consumption of Annex F substances that exceeds the level defined in row 1.2 of Appendix 2-A as the final reduction step under this Agreement for Annex F substances specified in Appendix 1-A, and in respect to any consumption of Annex F substances that exceeds the level defined in row 4.1.3 (remaining consumption eligible for funding).

3. Subject to compliance by the Country with its obligations set out in this Agreement, the Executive Committee agrees, in principle, to provide the funding set out in row 3.1 of Appendix 2-A to the Country. The Executive Committee will, in principle, provide this funding at the Executive Committee meetings specified in Appendix 3-A ("Funding Approval Schedule").

4. The Country agrees to implement this Agreement in accordance with stage I of the Kigali HFC implementation plan ("the Plan") as approved. In accordance with subparagraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of Annex F substances set out in row 1.2 of Appendix 2-A of this Agreement. The aforementioned verification will be commissioned by the relevant bilateral or implementing agency.

Conditions for funding release

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

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

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

   c) That the Country had submitted a Tranche Implementation Report in accordance with Appendix 4-A ("Format of Tranche Implementation Reports and Plans") covering each

previous calendar year; that it had achieved a significant level of implementation of activities initiated with previously approved tranches; and that the rate of disbursement of funding available from the previously approved tranche was more than 20 per cent; and

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

Monitoring

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

Flexibility in the reallocation of funds

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

a) Reallocations categorized as major changes must be documented in advance, either in a Tranche Implementation Plan as foreseen in subparagraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted 10 weeks prior to any meeting of the Executive Committee, for its approval. Major changes would relate to:

(i) Issues potentially concerning the rules and policies of the Multilateral Fund;

(ii) Changes that would modify any clause of this Agreement;

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

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

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

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

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

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

Bilateral and implementing agencies

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

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

Non-compliance with the Targets in the Agreement

11. Should the Country, for any reason, not meet the Targets for the elimination of Annex F substances set out in row 1.2 of Appendix 2-A or otherwise does not comply with this Agreement, then the Country agrees that it will not be entitled to the Funding in accordance with the Funding Approval Schedule. At the discretion of the Executive Committee, funding will be reinstated according to a revised Funding Approval Schedule determined by the Executive Committee after the Country has demonstrated that it has satisfied all its obligations that were due to be met prior to receipt of the next tranche of funding under the Funding Approval Schedule. The Country acknowledges that the Executive Committee may reduce the amount of the Funding by the amount set out in Appendix 7-A ("Reductions in Funding for Failure to Comply") in respect of each CO_2-eq kg of reductions in consumption not achieved in any one year. The Executive Committee will discuss each specific case in which the Country did not comply with this Agreement and take related decisions. Once decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding for future tranches as per paragraph 5 above.

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

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

Date of completion

14. The completion of the Plan and the associated Agreement will take place at the end of the year following the last year for which a maximum allowable total consumption level has been specified in Appendix 2-A. Should at that time there still be activities that are outstanding, and which were foreseen in the last Tranche Implementation Plan and its subsequent revisions as per subparagraph 5(d) and paragraph 7, the completion of the Plan will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per subparagraphs 1(a), 1(b), and 1(d) of Appendix 4-A will continue until the time of the completion of the Plan unless otherwise specified by the Executive Committee.

Validity

15. All conditions set out in this Agreement are undertaken solely within the context of the Montreal Protocol and as specified in this Agreement. All terms used in this Agreement have the meaning ascribed to them in the Montreal Protocol unless otherwise defined herein.

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

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substances	Starting point for aggregate reductions in consumption
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 CO_2-eq tonne of consumption beyond the level defined in row 1.2 of

Appendix 2-A for each year in which the Target specified in row 1.2 of Appendix 2-A has not been met, on the understanding that the maximum funding reduction would not exceed the funding level of the tranche being requested. Additional measures might be considered in cases where non-compliance extends for two consecutive years. Where the Country has failed to comply with the Agreement due to illegal trade, the reduction in funding would not be applied if the illegally traded controlled substances are seized and subsequently, confiscated, destroyed, exported, or returned to the country of origin.

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 CO_2-equivalent (CO_2-eq) tonnes by 1 January 2029 in compliance with the Montreal Protocol schedule and the terms of this Agreement.

2. The Country agrees to meet the annual consumption limits of Annex F substances as set out in row 1.2 of Appendix 2-A ("The Targets, and Funding") in this Agreement as well as in the Montreal Protocol reduction schedule for Annex F substances mentioned in Appendix 1-A. The Country accepts that, by its acceptance of this Agreement and performance by the Executive Committee of its funding obligations described in paragraph 3, it is precluded from applying for or receiving further funding from the Multilateral Fund in respect to any consumption of Annex F substances that exceeds the level defined in row 1.2 of Appendix 2-A as the final reduction step under this Agreement for Annex F substances specified in Appendix 1-A, and in respect to any consumption of Annex F substances that exceeds the level defined in row 4.1.3 (remaining consumption eligible for funding).

3. Subject to compliance by the Country with its obligations set out in this Agreement, the Executive Committee agrees, in principle, to provide the funding set out in row 3.1 of Appendix 2-A to the Country. The Executive Committee will, in principle, provide this funding at the Executive Committee meetings specified in Appendix 3-A ("Funding Approval Schedule").

4. The Country agrees to implement this Agreement in accordance with stage I of the Kigali HFC implementation plan ("the Plan") as approved. In accordance with subparagraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of Annex F substances set out in row 1.2 of Appendix 2-A of this Agreement. The aforementioned verification will be commissioned by the relevant bilateral or implementing agency.

Conditions for funding release

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

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

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

c) That the Country had submitted a Tranche Implementation Report in accordance with Appendix 4-A ("Format of Tranche Implementation Reports and Plans") covering each

previous calendar year; that it had achieved a significant level of implementation of activities initiated with previously approved tranches; and that the rate of disbursement of funding available from the previously approved tranche was more than 20 per cent; and

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

Monitoring

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

Flexibility in the reallocation of funds

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

a) Reallocations categorized as major changes must be documented in advance, either in a Tranche Implementation Plan as foreseen in subparagraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted 10 weeks prior to any meeting of the Executive Committee, for its approval. Major changes would relate to:

(i) Issues potentially concerning the rules and policies of the Multilateral Fund;

(ii) Changes that would modify any clause of this Agreement;

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

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

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

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

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

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

Bilateral and implementing agencies

9. The Country agrees to assume overall responsibility for the management and implementation of this Agreement and of all activities undertaken by it or on its behalf to fulfil the obligations under this Agreement. UNDP has agreed to be the lead implementing agency (the "Lead IA") and UNEP has agreed to be the cooperating implementing agency/agencies (the "Cooperating IA[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 CO_2-eq kg of reductions in consumption not achieved in any one year. The Executive Committee will discuss each specific case in which the Country did not comply with this Agreement and take related decisions. Once decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding for future tranches as per paragraph 5 above.

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

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

Date of completion

14. The completion of the Plan and the associated Agreement will take place at the end of the year following the last year for which a maximum allowable total consumption level has been specified in Appendix 2-A. Should at that time there still be activities that are outstanding, and which were foreseen in the last Tranche Implementation Plan and its subsequent revisions as per subparagraph 5(d) and paragraph 7, the completion of the Plan will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per subparagraphs 1(a), 1(b),

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

Validity

15. All conditions set out in this Agreement are undertaken solely within the context of the Montreal Protocol and as specified in this Agreement. All terms used in this Agreement have the meaning ascribed to them in the Montreal Protocol unless otherwise defined herein.

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

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substances	Starting point for aggregate reductions in consumption
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 otherGovernment 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 guaranteethe 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 participatesin 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 shallalso have the overall responsibility of reporting to the Executive Committee, and of supporting theCountry 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 thehelp of the Cooperating IA, including the milestones and other key performance indicators, as well asany other information of interest for the implementation of KIP. This report will be reviewed andverified by the Lead IA and will then be sent to the Executive Committee through the Secretariat of theMultilateral 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 CO_2-eq tonne of consumption beyond the level defined in row 1.2 of Appendix 2-A for each year in which the Target specified in row 1.2 of Appendix 2-A has not been met, on the understanding that the maximum funding reduction would not exceed the funding level of the tranche being requested. Additional measures might be considered in cases where non-compliance extends for two consecutive years. Where the Country has failed to comply with the Agreement due to illegal trade, the reduction in funding would not be applied if the illegally traded controlled substances are seized and subsequently, confiscated, destroyed, exported, or returned to the country of origin.

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 CO_2-equivalent (CO_2-eq) tonnes by 1 January 2029 in compliance with the Montreal Protocol schedule and the terms of this Agreement.

2. The Country agrees to meet the annual consumption limits of Annex F substances as set out in row 1.2 of Appendix 2-A ("The Targets, and Funding") in this Agreement as well as in the Montreal Protocol reduction schedule for Annex F substances mentioned in Appendix 1-A. The Country accepts that, by its acceptance of this Agreement and performance by the Executive Committee of its funding obligations described in paragraph 3, it is precluded from applying for or receiving further funding from the Multilateral Fund in respect to any consumption of Annex F substances that exceeds the level defined in row 1.2 of Appendix 2-A as the final reduction step under this Agreement for Annex F substances specified in Appendix 1-A, and in respect to any consumption of Annex F substances that exceeds the level defined in row 4.1.3 (remaining consumption eligible for funding).

3. Subject to compliance by the Country with its obligations set out in this Agreement, the Executive Committee agrees, in principle, to provide the funding set out in row 3.1 of Appendix 2-A to the Country. The Executive Committee will, in principle, provide this funding at the Executive Committee meetings specified in Appendix 3-A ("Funding Approval Schedule").

4. The Country agrees to implement this Agreement in accordance with stage I of the Kigali HFC implementation plan ("the Plan") as approved. In accordance with subparagraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of Annex F substances set out in row 1.2 of Appendix 2-A of this Agreement. The aforementioned verification will be commissioned by the relevant bilateral or implementing agency.

Conditions for funding release

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

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

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

c) That the Country had submitted a Tranche Implementation Report in accordance with Appendix 4-A ("Format of Tranche Implementation Reports and Plans") covering each

previous calendar year; that it had achieved a significant level of implementation of activities initiated with previously approved tranches; and that the rate of disbursement of funding available from the previously approved tranche was more than 20 per cent; and

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

Monitoring

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

Flexibility in the reallocation of funds

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

a) Reallocations categorized as major changes must be documented in advance, either in a Tranche Implementation Plan as foreseen in subparagraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted 10 weeks prior to any meeting of the Executive Committee, for its approval. Major changes would relate to:

(i) Issues potentially concerning the rules and policies of the Multilateral Fund;

(ii) Changes that would modify any clause of this Agreement;

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

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

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

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

c) Any enterprise included in the Plan that would be found to be ineligible under the policies of the Multilateral Fund (i.e., due to foreign ownership or establishment after the applicable

cut-off date) would not receive financial assistance. This information would be reported as part of the Tranche Implementation Plan; and

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

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

Bilateral and implementing agencies

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

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

Non-compliance with the Targets in the Agreement

11. Should the Country, for any reason, not meet the Targets for the elimination of Annex F substances set out in row 1.2 of Appendix 2-A or otherwise does not comply with this Agreement, then the Country agrees that it will not be entitled to the Funding in accordance with the Funding Approval Schedule. At the discretion of the Executive Committee, funding will be reinstated according to a revised Funding Approval Schedule determined by the Executive Committee after the Country has demonstrated that it has satisfied all its obligations that were due to be met prior to receipt of the next tranche of funding under the Funding Approval Schedule. The Country acknowledges that the Executive Committee may reduce the amount of the Funding by the amount set out in Appendix 7-A ("Reductions in Funding for Failure to Comply") in respect of each CO_2-eq kg of reductions in consumption not achieved in any one year. The Executive Committee will discuss each specific case in which the Country did not comply with this Agreement and take related decisions. Once decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding for future tranches as per paragraph 5 above.

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

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

Date of completion

14. The completion of the Plan and the associated Agreement will take place at the end of the year following the last year for which a maximum allowable total consumption level has been specified in Appendix 2-A. Should at that time there still be activities that are outstanding, and which were foreseen in the last Tranche Implementation Plan and its subsequent revisions as per subparagraph 5(d) and paragraph 7, the completion of the Plan will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per subparagraphs 1(a), 1(b), and 1(d) of Appendix 4-A will continue until the time of the completion of the Plan unless otherwise specified by the Executive Committee.

Validity

15. All conditions set out in this Agreement are undertaken solely within the context of the Montreal Protocol and as specified in this Agreement. All terms used in this Agreement have the meaning ascribed to them in the Montreal Protocol unless otherwise defined herein.

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

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substances	Starting point for aggregate reductions in consumption
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

Row	Particulars	2024	2025	2026	2027	2028	2029	Total
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 CO_2-eq tonne of consumption beyond the level defined in row 1.2 of Appendix 2-A for each year in which the Target specified in row 1.2 of Appendix 2-A has not been met, on the understanding that the maximum funding reduction would not exceed the funding level of the tranche being requested. Additional measures might be considered in cases where non-compliance extends for two consecutive years. Where the Country has failed to comply with the Agreement due to illegal trade, the reduction in funding would not be applied if the illegally traded controlled substances are seized and subsequently, confiscated, destroyed, exported, or returned to the country of origin.

APPENDIX 8-A: SECTOR-SPECIFIC ARRANGEMENTS

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

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

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 CO_2-equivalent (CO_2-eq) tonnes by 1 January 2029 in compliance with the Montreal Protocol schedule and the terms of this Agreement.

2. The Country agrees to meet the annual consumption limits of Annex F substances as set out in row 1.2 of Appendix 2-A ("The Targets, and Funding") in this Agreement as well as in the Montreal Protocol reduction schedule for Annex F substances mentioned in Appendix 1-A. The Country accepts that, by its acceptance of this Agreement and performance by the Executive Committee of its funding obligations described in paragraph 3, it is precluded from applying for or receiving further funding from the Multilateral Fund in respect to any consumption of Annex F substances that exceeds the level defined in row 1.2 of Appendix 2-A as the final reduction step under this Agreement for Annex F substances specified in Appendix 1-A.

3. Subject to compliance by the Country with its obligations set out in this Agreement, the Executive Committee agrees, in principle, to provide the funding set out in row 3.1 of Appendix 2-A to the Country. The Executive Committee will, in principle, provide this funding at the Executive Committee meetings specified in Appendix 3-A ("Funding Approval Schedule").

4. The Country agrees to implement this Agreement in accordance with stage I of the Kigali HFC implementation plan ("the Plan") as approved. In accordance with subparagraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of Annex F substances set out in row 1.2 of Appendix 2-A of this Agreement. The aforementioned verification will be commissioned by the relevant bilateral or implementing agency.

Conditions for funding release

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

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

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

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

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

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

Monitoring

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

Flexibility in the reallocation of funds

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

a) Reallocations categorized as major changes must be documented in advance, either in a Tranche Implementation Plan as foreseen in subparagraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted 10 weeks prior to any meeting of the Executive Committee, for its approval. Major changes would relate to:

(i) Issues potentially concerning the rules and policies of the Multilateral Fund;

(ii) Changes that would modify any clause of this Agreement;

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

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

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

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

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

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

Bilateral and implementing agencies

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

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

Non-compliance with the Targets in the Agreement

11. Should the Country, for any reason, not meet the Targets for the elimination of Annex F substances set out in row 1.2 of Appendix 2-A or otherwise does not comply with this Agreement, then the Country agrees that it will not be entitled to the Funding in accordance with the Funding Approval Schedule. At the discretion of the Executive Committee, funding will be reinstated according to a revised Funding Approval Schedule determined by the Executive Committee after the Country has demonstrated that it has satisfied all its obligations that were due to be met prior to receipt of the next tranche of funding under the Funding Approval Schedule. The Country acknowledges that the Executive Committee may reduce the amount of the Funding by the amount set out in Appendix 7-A ("Reductions in Funding for Failure to Comply") in respect of each CO_2-eq kg of reductions in consumption not achieved in any one year. The Executive Committee will discuss each specific case in which the Country did not comply with this Agreement and take related decisions. Once decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding for future tranches as per paragraph 5 above.

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

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

Date of completion

14. The completion of the Plan and the associated Agreement will take place at the end of the year following the last year for which a maximum allowable total consumption level has been specified in Appendix 2-A. Should at that time there still be activities that are outstanding, and which were foreseen in the last Tranche Implementation Plan and its subsequent revisions as per subparagraph 5(d) and paragraph 7, the completion of the Plan will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per subparagraphs 1(a), 1(b),

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

Validity

15. All conditions set out in this Agreement are undertaken solely within the context of the Montreal Protocol and as specified in this Agreement. All terms used in this Agreement have the meaning ascribed to them in the Montreal Protocol unless otherwise defined herein.

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

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substances	Starting point for aggregate reductions in consumption
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 CO_2-eq tonne of consumption beyond the level defined in row 1.2 of Appendix 2-A for each year in which the Target specified in row 1.2 of Appendix 2-A has not been met, on the understanding that the maximum funding reduction would not exceed the funding level of the tranche being requested. Additional measures might be considered in cases where non-compliance extends for two consecutive years. Where the Country has failed to comply with the Agreement due to illegal trade, the reduction in funding would not be applied if the illegally traded controlled substances are seized and subsequently, confiscated, destroyed, exported, or returned to the country of origin.

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 CO_2-equivalent (CO_2-eq) tonnes by 1 January 2029 in compliance with the Montreal Protocol schedule and the terms of this Agreement.

2. The Country agrees to meet the annual consumption limits of Annex F substances as set out in row 1.2 of Appendix 2-A ("The Targets, and Funding") in this Agreement as well as in the Montreal Protocol reduction schedule for Annex F substances mentioned in Appendix 1-A. The Country accepts that, by its acceptance of this Agreement and performance by the Executive Committee of its funding obligations described in paragraph 3, it is precluded from applying for or receiving further funding from the Multilateral Fund in respect to any consumption of Annex F substances that exceeds the level defined in row 1.2 of Appendix 2-A as the final reduction step under this Agreement for Annex F substances specified in Appendix 1-A, and in respect to any consumption of Annex F substances that exceeds the level defined in row 4.1.3 (remaining consumption eligible for funding).

3. Subject to compliance by the Country with its obligations set out in this Agreement, the Executive Committee agrees, in principle, to provide the funding set out in row 3.1 of Appendix 2-A to the Country. The Executive Committee will, in principle, provide this funding at the Executive Committee meetings specified in Appendix 3-A ("Funding Approval Schedule").

4. The Country agrees to implement this Agreement in accordance with stage I of the Kigali HFC implementation plan ("the Plan") as approved. In accordance with subparagraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of Annex F substances set out in row 1.2 of Appendix 2-A of this Agreement. The aforementioned verification will be commissioned by the relevant bilateral or implementing agency.

Conditions for funding release

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

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

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

c) That the Country had submitted a Tranche Implementation Report in accordance with Appendix 4-A ("Format of Tranche Implementation Reports and Plans") covering each

previous calendar year; that it had achieved a significant level of implementation of activities initiated with previously approved tranches; and that the rate of disbursement of funding available from the previously approved tranche was more than 20 per cent; and

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

Monitoring

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

Flexibility in the reallocation of funds

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

a) Reallocations categorized as major changes must be documented in advance, either in a Tranche Implementation Plan as foreseen in subparagraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted 10 weeks prior to any meeting of the Executive Committee, for its approval. Major changes would relate to:

(i) Issues potentially concerning the rules and policies of the Multilateral Fund;

(ii) Changes that would modify any clause of this Agreement;

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

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

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

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

c) Any enterprise included in the Plan that would be found to be ineligible under the policies of the Multilateral Fund (i.e., due to foreign ownership or establishment after the applicable

cut-off date) would not receive financial assistance. This information would be reported as part of the Tranche Implementation Plan; and

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

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

Bilateral and implementing agencies

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

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

Non-compliance with the Targets in the Agreement

11. Should the Country, for any reason, not meet the Targets for the elimination of Annex F substances set out in row 1.2 of Appendix 2-A or otherwise does not comply with this Agreement, then the Country agrees that it will not be entitled to the Funding in accordance with the Funding Approval Schedule. At the discretion of the Executive Committee, funding will be reinstated according to a revised Funding Approval Schedule determined by the Executive Committee after the Country has demonstrated that it has satisfied all its obligations that were due to be met prior to receipt of the next tranche of funding under the Funding Approval Schedule. The Country acknowledges that the Executive Committee may reduce the amount of the Funding by the amount set out in Appendix 7-A ("Reductions in Funding for Failure to Comply") in respect of each CO_2-eq kg of reductions in consumption not achieved in any one year. The Executive Committee will discuss each specific case in which the Country did not comply with this Agreement and take related decisions. Once decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding for future tranches as per paragraph 5 above.

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

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

Date of completion

14. The completion of the Plan and the associated Agreement will take place at the end of the year following the last year for which a maximum allowable total consumption level has been specified in Appendix 2-A. Should at that time there still be activities that are outstanding, and which were foreseen in

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

Validity

15. All conditions set out in this Agreement are undertaken solely within the context of the Montreal Protocol and as specified in this Agreement. All terms used in this Agreement have the meaning ascribed to them in the Montreal Protocol unless otherwise defined herein.

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

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substances	Starting point for aggregate reductions in consumption
HFCs	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 (CO2-eq tonnes)								211,395
4.1.2	Deduction of HFCs from previously approved projects (CO2-eq tonnes)								0
4.1.3	Remaining eligible consumption for HFCs (CO2-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 CO_2-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 CO_2-equivalent (CO_2-eq) tonnes by 1 January 2029 in compliance with the Montreal Protocol schedule and the terms of this Agreement.

2. The Country agrees to meet the annual consumption limits of Annex F substances as set out in row 1.2 of Appendix 2-A ("The Targets, and Funding") in this Agreement as well as in the Montreal Protocol reduction schedule for Annex F substances mentioned in Appendix 1-A. The Country accepts that, by its acceptance of this Agreement and performance by the Executive Committee of its funding obligations described in paragraph 3, it is precluded from applying for or receiving further funding from the Multilateral Fund in respect to any consumption of Annex F substances that exceeds the level defined in row 1.2 of Appendix 2-A as the final reduction step under this Agreement for Annex F substances specified in Appendix 1-A.

3. Subject to compliance by the Country with its obligations set out in this Agreement, the Executive Committee agrees, in principle, to provide the funding set out in row 3.1 of Appendix 2-A to the Country. The Executive Committee will, in principle, provide this funding at the Executive Committee meetings specified in Appendix 3-A ("Funding Approval Schedule").

4. The Country agrees to implement this Agreement in accordance with stage I of the Kigali HFC implementation plan ("the Plan") as approved. In accordance with subparagraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of Annex F substances set out in row 1.2 of Appendix 2-A of this Agreement. The aforementioned verification will be commissioned by the relevant bilateral or implementing agency.

Conditions for funding release

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

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

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

c) That the Country had submitted a Tranche Implementation Report in accordance with Appendix 4-A ("Format of Tranche Implementation Reports and Plans") covering each

previous calendar year; that it had achieved a significant level of implementation of activities initiated with previously approved tranches; and that the rate of disbursement of funding available from the previously approved tranche was more than 20 per cent; and

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

Monitoring

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

Flexibility in the reallocation of funds

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

a) Reallocations categorized as major changes must be documented in advance, either in a Tranche Implementation Plan as foreseen in subparagraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted 10 weeks prior to any meeting of the Executive Committee, for its approval. Major changes would relate to:

(i) Issues potentially concerning the rules and policies of the Multilateral Fund;

(ii) Changes that would modify any clause of this Agreement;

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

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

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

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

c) Any enterprise included in the Plan that would be found to be ineligible under the policies of the Multilateral Fund (i.e., due to foreign ownership or establishment after the applicable

cut-off date) would not receive financial assistance. This information would be reported as part of the Tranche Implementation Plan; and

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

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

Bilateral and implementing agencies

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

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

Non-compliance with the Targets in the Agreement

11. Should the Country, for any reason, not meet the Targets for the elimination of Annex F substances set out in row 1.2 of Appendix 2-A or otherwise does not comply with this Agreement, then the Country agrees that it will not be entitled to the Funding in accordance with the Funding Approval Schedule. At the discretion of the Executive Committee, funding will be reinstated according to a revised Funding Approval Schedule determined by the Executive Committee after the Country has demonstrated that it has satisfied all its obligations that were due to be met prior to receipt of the next tranche of funding under the Funding Approval Schedule. The Country acknowledges that the Executive Committee may reduce the amount of the Funding by the amount set out in Appendix 7-A ("Reductions in Funding for Failure to Comply") in respect of each CO_2-eq kg of reductions in consumption not achieved in any one year. The Executive Committee will discuss each specific case in which the Country did not comply with this Agreement and take related decisions. Once decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding for future tranches as per paragraph 5 above.

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

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

Date of completion

14. The completion of the Plan and the associated Agreement will take place at the end of the year following the last year for which a maximum allowable total consumption level has been specified in Appendix 2-A. Should at that time there still be activities that are outstanding, and which were foreseen in

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

Validity

15. All conditions set out in this Agreement are undertaken solely within the context of the Montreal Protocol and as specified in this Agreement. All terms used in this Agreement have the meaning ascribed to them in the Montreal Protocol unless otherwise defined herein.

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

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substances	Starting point for aggregate reductions in consumption
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 substancesregistered 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 CO_2-eq tonne of consumption beyond the level defined in row 1.2 of Appendix 2-A for each year in which the Target specified in row 1.2 of Appendix 2-A has not been met, on the understanding that the maximum funding reduction would not exceed the funding level of the tranche being requested. Additional measures might be considered in cases where non-compliance extends for two consecutive years. Where the Country has failed to comply with the Agreement due to illegal trade, the reduction in funding would not be applied if the illegally traded controlled substances are seized and subsequently, confiscated, destroyed, exported, or returned to the country of origin.

APPENDIX 8-A: SECTOR-SPECIFIC ARRANGEMENTS

1. During the implementation of 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 CO_2-equivalent (CO_2-eq) tonnes by 1 January 2029 in compliance with the Montreal Protocol schedule and the terms of this Agreement.

2. The Country agrees to meet the annual consumption limits of Annex F substances as set out in row 1.2 of Appendix 2-A ("The Targets, and Funding") in this Agreement as well as in the Montreal Protocol reduction schedule for Annex F substances mentioned in Appendix 1-A. The Country accepts that, by its acceptance of this Agreement and performance by the Executive Committee of its funding obligations described in paragraph 3, it is precluded from applying for or receiving further funding from the Multilateral Fund in respect to any consumption of Annex F substances that exceeds the level defined in row 1.2 of Appendix 2-A as the final reduction step under this Agreement for Annex F substances specified in Appendix 1-A, and in respect to any consumption of Annex F substances that exceeds the level defined in row 4.1.3 (remaining consumption eligible for funding).

3. Subject to compliance by the Country with its obligations set out in this Agreement, the Executive Committee agrees, in principle, to provide the funding set out in row 3.1 of Appendix 2-A to the Country. The Executive Committee will, in principle, provide this funding at the Executive Committee meetings specified in Appendix 3-A ("Funding Approval Schedule").

4. The Country agrees to implement this Agreement in accordance with stage I of the Kigali HFC implementation plan ("the Plan") as approved. In accordance with subparagraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of Annex F substances set out in row 1.2 of Appendix 2-A of this Agreement. The aforementioned verification will be commissioned by the relevant bilateral or implementing agency.

Conditions for funding release

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

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

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

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

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

Monitoring

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

Flexibility in the reallocation of funds

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

a) Reallocations categorized as major changes must be documented in advance, either in a Tranche Implementation Plan as foreseen in subparagraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted 10 weeks prior to any meeting of the Executive Committee, for its approval. Major changes would relate to:

(i) Issues potentially concerning the rules and policies of the Multilateral Fund;

(ii) Changes that would modify any clause of this Agreement;

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

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

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

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

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

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

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

Bilateral and implementing agencies

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

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

Non-compliance with the Targets in the Agreement

11. Should the Country, for any reason, not meet the Targets for the elimination of Annex F substances set out in row 1.2 of Appendix 2-A or otherwise does not comply with this Agreement, then the Country agrees that it will not be entitled to the Funding in accordance with the Funding Approval Schedule. At the discretion of the Executive Committee, funding will be reinstated according to a revised Funding Approval Schedule determined by the Executive Committee after the Country has demonstrated that it has satisfied all its obligations that were due to be met prior to receipt of the next tranche of funding under the Funding Approval Schedule. The Country acknowledges that the Executive Committee may reduce the amount of the Funding by the amount set out in Appendix 7-A ("Reductions in Funding for Failure to Comply") in respect of each CO_2-eq kg of reductions in consumption not achieved in any one year. The Executive Committee will discuss each specific case in which the Country did not comply with this Agreement and take related decisions. Once decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding for future tranches as per paragraph 5 above.

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

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

Date of completion

14. The completion of the Plan and the associated Agreement will take place at the end of the year following the last year for which a maximum allowable total consumption level has been specified in Appendix 2-A. Should at that time there still be activities that are outstanding, and which were foreseen in the last Tranche Implementation Plan and its subsequent revisions as per subparagraph 5(d) and paragraph 7, the completion of the Plan will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per subparagraphs 1(a), 1(b), and 1(d) of Appendix 4-A will continue until the time of the completion of the Plan unless otherwise specified by the Executive Committee.

Validity

15. All conditions set out in this Agreement are undertaken solely within the context of the Montreal Protocol and as specified in this Agreement. All terms used in this Agreement have the meaning ascribed to them in the Montreal Protocol unless otherwise defined herein.

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

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substances	Starting point for aggregate reductions in consumption
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 (CO2-eq tonnes)									383,409

Row	Particulars	2023	2024	2025	2026	2027	2028	2029	Total
4.1.2	Deduction of HFCs from previously approved projects (CO2-eq tonnes) *								6,323
4.1.3	Remaining eligible consumption for HFCs (CO2-eq tonnes)								TBD

* Noting that 4.01 mt (5,734.3 CO_2-eq tonnes) of HFC-134a and 0.15 mt (588.3 CO_2-eq tonnes) of R-404A would be deducted from the starting point for sustained aggregate reduction in HFCs once it has been established (decision 81/57)

APPENDIX 3-A: FUNDING APPROVAL SCHEDULE

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

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

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

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

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

c) A written description of the activities to be undertaken during the period covered by the requested tranche including quantitative information, highlighting implementation milestones, the time of completion and the interdependence of the activities, and taking into account experiences made and progress achieved in the implementation of earlier tranches; the data in the Plan will be provided by calendar year. The description should include a reference to the overall Plan and progress achieved, as well as any possible changes to the overall Plan that are foreseen. The description should also specify and explain in detail such changes to the overall Plan. This description of future activities can be submitted as a part of the same document as the narrative report under subparagraph 1(a) above; and

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

APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES

1. The National Ozone Programme (PRONAOZ) of the Ministry of Environment and Natural Resources (MARN) shall be responsible for monitoring the progress of implementation of activities in the plan and coordinating the actions associated with each programme and 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. TheMARN 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 CO_2-eq tonne of consumption beyond the level defined in row 1.2 of Appendix 2-A for each year in which the Target specified in row 1.2 of Appendix 2-A has not been met, on the understanding that the maximum funding reduction would not exceed the funding level of the tranche being requested. Additional measures might be considered in cases where non-compliance extends for two consecutive years. Where the country has failed to comply with the Agreement due to illegal trade, the reduction in funding would not be applied if the illegally traded controlled substances are seized and subsequently, confiscated, destroyed, exported, or returned to the country of origin.

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 CO_2-equivalent (CO_2-eq) tonnes by 1 January 2029 in compliance with the Montreal Protocol schedule and the terms of this Agreement.

2. The Country agrees to meet the annual consumption limits of Annex F substances as set out in row 1.2 of Appendix 2-A ("The Targets, and Funding") in this Agreement as well as in the Montreal Protocol reduction schedule for Annex F substances mentioned in Appendix 1-A. The Country accepts that, by its acceptance of this Agreement and performance by the Executive Committee of its funding obligations described in paragraph 3, it is precluded from applying for or receiving further funding from the Multilateral Fund in respect to any consumption of Annex F substances that exceeds the level defined in row 1.2 of Appendix 2-A as the final reduction step under this Agreement for Annex F substances specified in Appendix 1-A, and in respect to any consumption of Annex F substances that exceeds the level defined in row 4.1.3 (remaining consumption eligible for funding).

3. Subject to compliance by the Country with its obligations set out in this Agreement, the Executive Committee agrees, in principle, to provide the funding set out in row 3.1 of Appendix 2-A to the Country. The Executive Committee will, in principle, provide this funding at the Executive Committee meetings specified in Appendix 3-A ("Funding Approval Schedule").

4. The Country agrees to implement this Agreement in accordance with stage I of the Kigali HFC implementation plan ("the Plan") as approved. In accordance with subparagraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of Annex F substances set out in row 1.2 of Appendix 2-A of this Agreement. The aforementioned verification will be commissioned by the relevant bilateral or implementing agency.

Conditions for funding release

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

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

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

c) That the Country had submitted a Tranche Implementation Report in accordance with

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

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

Monitoring

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

Flexibility in the reallocation of funds

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

a) Reallocations categorized as major changes must be documented in advance, either in a Tranche Implementation Plan as foreseen in subparagraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted 10 weeks prior to any meeting of the Executive Committee, for its approval. Major changes would relate to:

(i) Issues potentially concerning the rules and policies of the Multilateral Fund;

(ii) Changes that would modify any clause of this Agreement;

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

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

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

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

c) Any enterprise included in the Plan that would be found to be ineligible under the policies of the Multilateral Fund (i.e., due to foreign ownership or establishment after the applicable

cut-off date) would not receive financial assistance. This information would be reported as part of the Tranche Implementation Plan; and

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

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

Bilateral and implementing agencies

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

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

Non-compliance with the Targets in the Agreement

11. Should the Country, for any reason, not meet the Targets for the elimination of Annex F substances set out in row 1.2 of Appendix 2-A or otherwise does not comply with this Agreement, then the Country agrees that it will not be entitled to the Funding in accordance with the Funding Approval Schedule. At the discretion of the Executive Committee, funding will be reinstated according to a revised Funding Approval Schedule determined by the Executive Committee after the Country has demonstrated that it has satisfied all its obligations that were due to be met prior to receipt of the next tranche of funding under the Funding Approval Schedule. The Country acknowledges that the Executive Committee may reduce the amount of the Funding by the amount set out in Appendix 7-A ("Reductions in Funding for Failure to Comply") in respect of each CO_2-eq kg of reductions in consumption not achieved in any one year. The Executive Committee will discuss each specific case in which the Country did not comply with this Agreement and take related decisions. Once decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding for future tranches as per paragraph 5 above.

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

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

Date of completion

14. The completion of the Plan and the associated Agreement will take place at the end of the year following the last year for which a maximum allowable total consumption level has been specified in Appendix 2-A. Should at that time there still be activities that are outstanding, and which were foreseen in

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

Validity

15. All conditions set out in this Agreement are undertaken solely within the context of the Montreal Protocol and as specified in this Agreement. All terms used in this Agreement have the meaning ascribed to them in the Montreal Protocol unless otherwise defined herein.

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

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substances	Starting point for aggregate reductions in consumption
HFCs	To be determined (TBD)

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars		2022*	2023	2024	2025	2026	2027	2028	2029	Total
1.1	Montreal Protocol reduction schedule of Annex F substances	%	n/a	n/a	freeze	freeze	freeze	freeze	freeze	10	n/a
		CO_2-eq tonnes	n/a	n/a	3,179,294	3,179,294	3,179,294	3,179,294	3,179,294	2,861,365	n/a
1.2	Maximum allowable total consumption of Annex F substances	Reduction in %	n/a	n/a	0.0	3.0	5.9	8.7	11.5	14.1	n/a
		CO_2-eq tonnes	n/a	n/a	3,179,294	3,083,915	2,991,398	2,901,656	2,814,606	2,730,168	n/a
2.1	Lead IA (UNIDO) agreed funding (US $)		267,885	292,600	0	0	364,414	0	0	72,930	997,829
2.2	Support costs for Lead IA (US $)		18,752	20,482	0	0	25,509	0	0	5,105	69,848
3.1	Total agreed funding (US $)		267,885	292,600	0	0	364,414	0	0	72,930	997,829
3.2	Total support costs (US $)		18,752	20,482	0	0	25,509	0	0	5,105	69,848
3.3	Total agreed costs (US $)		286,637	313,082	0	0	389,923	0	0	78,035	1,067,677
4.1.1	Deduction of HFCs under this Agreement (CO_2-eq tonnes)										434,225
4.1.2	Deduction of HFCs from previously approved projects (CO_2-eq tonnes)										14,901
4.1.3	Remaining eligible consumption for HFCs (CO_2-eq tonnes)										TBD

* Conversion of one commercial and domestic refrigerator manufacturing line at the enterprise Induglob, approved by decision 91/59 to phase out 14,901 CO_2-eq tonnes (10.42 mt) of HFC-134a.

APPENDIX 3-A: FUNDING APPROVAL SCHEDULE

1. Funding for the future tranches will be considered for approval at the 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 CO_2-eq tonne of consumption beyond the level defined in row 1.2 of Appendix 2-A for each year in which the Target specified in row 1.2 of Appendix 2-A has not been met, on the understanding that the maximum funding reduction would not exceed the funding level of the tranche being requested. Additional measures might be considered in cases where non-compliance extends for two consecutive years. Where the Country has failed to comply with the Agreement due to illegal trade, the reduction in funding would not be applied if the illegally traded controlled substances are seized and subsequently, confiscated, destroyed, exported, or returned to the country of origin.

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 CO_2-equivalent (CO_2-eq) tonnes by 1 January 2029 in compliance with the Montreal Protocol schedule and the terms of this Agreement.

2. The Country agrees to meet the annual consumption limits of Annex F substances as set out in row 1.2 of Appendix 2-A ("The Targets, and Funding") in this Agreement as well as in the Montreal Protocol reduction schedule for Annex F substances mentioned in Appendix 1-A. The Country accepts that, by its acceptance of this Agreement and performance by the Executive Committee of its funding obligations described in paragraph 3, it is precluded from applying for or receiving further funding from the Multilateral Fund in respect to any consumption of Annex F substances that exceeds the level defined in row 1.2 of Appendix 2-A as the final reduction step under this Agreement for Annex F substances specified in Appendix 1-A, and in respect to any consumption of Annex F substances that exceeds the level defined in row 4.1.3 (remaining consumption eligible for funding).

3. Subject to compliance by the Country with its obligations set out in this Agreement, the Executive Committee agrees, in principle, to provide the funding set out in row 3.1 of Appendix 2-A to the Country. The Executive Committee will, in principle, provide this funding at the Executive Committee meetings specified in Appendix 3-A ("Funding Approval Schedule").

4. The Country agrees to implement this Agreement in accordance with stage I of the Kigali HFC implementation plan ("the Plan") as approved. In accordance with subparagraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of Annex F substances set out in row 1.2 of Appendix 2-A of this Agreement. The aforementioned verification will be commissioned by the relevant bilateral or implementing agency.

Conditions for funding release

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

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

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

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

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

Monitoring

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

Flexibility in the reallocation of funds

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

a) Reallocations categorized as major changes must be documented in advance, either in a Tranche Implementation Plan as foreseen in subparagraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted 10 weeks prior to any meeting of the Executive Committee, for its approval. Major changes would relate to:

(i) Issues potentially concerning the rules and policies of the Multilateral Fund;

(ii) Changes that would modify any clause of this Agreement;

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

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

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

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

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

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

Bilateral and implementing agencies

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

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

Non-compliance with the Targets in the Agreement

11. Should the Country, for any reason, not meet the Targets for the elimination of Annex F substances set out in row 1.2 of Appendix 2-A or otherwise does not comply with this Agreement, then the Country agrees that it will not be entitled to the Funding in accordance with the Funding Approval Schedule. At the discretion of the Executive Committee, funding will be reinstated according to a revised Funding Approval Schedule determined by the Executive Committee after the Country has demonstrated that it has satisfied all its obligations that were due to be met prior to receipt of the next tranche of funding under the Funding Approval Schedule. The Country acknowledges that the Executive Committee may reduce the amount of the Funding by the amount set out in Appendix 7-A ("Reductions in Funding for Failure to Comply") in respect of each CO_2-eq kg of reductions in consumption not achieved in any one year. The Executive Committee will discuss each specific case in which the Country did not comply with this Agreement and take related decisions. Once decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding for future tranches as per paragraph 5 above.

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

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

Date of completion

14. The completion of the Plan and the associated Agreement will take place at the end of the year following the last year for which a maximum allowable total consumption level has been specified in

Appendix 2-A. Should at that time there still be activities that are outstanding, and which were foreseen in the last Tranche Implementation Plan and its subsequent revisions as per subparagraph 5(d) and paragraph 7, the completion of the Plan will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per subparagraphs 1(a), 1(b), and 1(d) of Appendix 4-A will continue until the time of the completion of the Plan unless otherwise specified by the Executive Committee.

Validity

15. All conditions set out in this Agreement are undertaken solely within the context of the Montreal Protocol and as specified in this Agreement. All terms used in this Agreement have the meaning ascribed to them in the Montreal Protocol unless otherwise defined herein.

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

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substances	Starting point for aggregate reductions in consumption
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 CO_2-eq tonne of consumption beyond the level defined in row 1.2 of Appendix 2-A for each year in which the Target specified in row 1.2 of Appendix 2-A has not been met, on the understanding that the maximum funding reduction would not exceed the funding level of the tranche being requested. Additional measures might be considered in cases where non-compliance extends for two consecutive years. Where the Country has failed to comply with the Agreement due to illegal trade, the reduction in funding would not be applied if the illegally traded controlled substances are seized and subsequently, confiscated, destroyed, exported, or returned to the country of origin.

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 CO_2-equivalent (CO_2-eq) tonnes by 1 January 2029 in compliance with the Montreal Protocol schedule and the terms of this Agreement.

2. The Country agrees to meet the annual consumption limits of Annex F substances as set out in row 1.2 of Appendix 2-A ("The Targets, and Funding") in this Agreement as well as in the Montreal Protocol reduction schedule for Annex F substances mentioned in Appendix 1-A. The Country accepts that, by its acceptance of this Agreement and performance by the Executive Committee of its funding obligations described in paragraph 3, it is precluded from applying for or receiving further funding from the Multilateral Fund in respect to any consumption of Annex F substances that exceeds the level defined in row 1.2 of Appendix 2-A as the final reduction step under this Agreement for Annex F substances specified in Appendix 1-A, and in respect to any consumption of Annex F substances that exceeds the level defined in row 4.1.3 (remaining consumption eligible for funding).

3. Subject to compliance by the Country with its obligations set out in this Agreement, the Executive Committee agrees, in principle, to provide the funding set out in row 3.1 of Appendix 2-A to the Country. The Executive Committee will, in principle, provide this funding at the Executive Committee meetings specified in Appendix 3-A ("Funding Approval Schedule").

4. The Country agrees to implement this Agreement in accordance with stage I of the Kigali HFC implementation plan ("the Plan") as approved. In accordance with subparagraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of Annex F substances set out in row 1.2 of Appendix 2-A of this Agreement. The aforementioned verification will be commissioned by the relevant bilateral or implementing agency.

Conditions for funding release

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

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

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

c) That the Country had submitted a Tranche Implementation Report in accordance with

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

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

Monitoring

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

Flexibility in the reallocation of funds

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

a) Reallocations categorized as major changes must be documented in advance, either in a Tranche Implementation Plan as foreseen in subparagraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted 10 weeks prior to any meeting of the Executive Committee, for its approval. Major changes would relate to:

    (i) Issues potentially concerning the rules and policies of the Multilateral Fund;

    (ii) Changes that would modify any clause of this Agreement;

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

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

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

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

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

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

Bilateral and implementing agencies

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

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

Non-compliance with the Targets in the Agreement

11. Should the Country, for any reason, not meet the Targets for the elimination of Annex F substances set out in row 1.2 of Appendix 2-A or otherwise does not comply with this Agreement, then the Country agrees that it will not be entitled to the Funding in accordance with the Funding Approval Schedule. At the discretion of the Executive Committee, funding will be reinstated according to a revised Funding Approval Schedule determined by the Executive Committee after the Country has demonstrated that it has satisfied all its obligations that were due to be met prior to receipt of the next tranche of funding under the Funding Approval Schedule. The Country acknowledges that the Executive Committee may reduce the amount of the Funding by the amount set out in Appendix 7-A ("Reductions in Funding for Failure to Comply") in respect of each CO_2-eq kg of reductions in consumption not achieved in any one year. The Executive Committee will discuss each specific case in which the Country did not comply with this Agreement and take related decisions. Once decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding for future tranches as per paragraph 5 above.

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

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

Date of completion

14. The completion of the Plan and the associated Agreement will take place at the end of the year following the last year for which a maximum allowable total consumption level has been specified in

Appendix 2-A. Should at that time there still be activities that are outstanding, and which were foreseen in the last Tranche Implementation Plan and its subsequent revisions as per subparagraph 5(d) and paragraph 7, the completion of the Plan will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements as per subparagraphs 1(a), 1(b), and 1(d) of Appendix 4-A will continue until the time of the completion of the Plan unless otherwise specified by the Executive Committee.

Validity

15. All conditions set out in this Agreement are undertaken solely within the context of the Montreal Protocol and as specified in this Agreement. All terms used in this Agreement have the meaning ascribed to them in the Montreal Protocol unless otherwise defined herein.

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

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substances	Starting point for aggregate reductions in consumption
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

2. 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 CO_2-eq tonne of consumption beyond the level defined in row 1.2 of Appendix 2-A for each year in which the Target specified in row 1.2 of Appendix 2-A has not been met, on the understanding that the maximum funding reduction would not exceed the funding level of the tranche being requested. Additional measures might be considered in cases where non-compliance extends for two consecutive years. Where the Country has failed to comply with the Agreement due to illegal trade, the reduction in funding would not be applied if the illegally traded controlled substances are seized and subsequently, confiscated, destroyed, exported, or returned to the country of origin.

Anexo XV

TEXTO A AGREGAR AL ACUERDO ACTUALIZADO ENTRE EL GOBIERNO DE ARMENIA Y EL COMITÉ EJECUTIVO DEL FONDO MULTILATERAL PARA LA REDUCCIÓN DEL CONSUMO DE HIDROCLOROFLUOROCARBONOS, DE CONFORMIDAD CON LA ETAPA III DEL PLAN DE GESTIÓN PARA LA ELIMINACIÓN DE HCFC

(Los cambios pertinentes figuran en negrita para facilitar la consulta)

17. **El presente Acuerdo actualizado sustituye al alcanzado entre el Gobierno de Armenia y el Comité Ejecutivo en la 96ª reunión del Comité.**

APÉNDICE 2-A: METAS Y FINANCIAMIENTO

Renglón	Concepto	2023**	2025	2026	2027	2028-2029	2030	Total
1.1	Cronograma de reducción del Protocolo de Montreal para sustancias del Anexo C, Grupo I (tons. PAO)	n. a.	2,28	2,28	2,28	2,28	0	n. a.
1.2	Consumo total máximo permitido de sustancias del Anexo C, Grupo I (tons. PAO)	n. a.	2,28	2,28	2,28	2,28	0	n. a.
2.1	Financiamiento convenido para el organismo principal (ONUDI) (USD)	0	**237.500**	0	**289.000**	0	**58.500**	**585.000**
2.2	Gastos de apoyo para el organismo principal (USD)	0	**16.625**	0	**20.230**	0	**4.095**	**40.950**
2.3	Financiamiento convenido para el organismo cooperante (PNUMA) (USD)	100.000	**0**	0	**0**	0	**0**	**100.000**
2.4	Gastos de apoyo para el organismo cooperante (USD)	13.000	**0**	0	**0**	0	**0**	**13.000**
3.1	Financiamiento convenido total (USD)	100.000	**237.500**	0	**289.000**	0	**58.500**	685,000
3.2	Total gastos de apoyo (USD)	13.000	**16.625**	0	**20.230**	0	**4.095**	**53.950**
3.3	Total de costos convenidos (USD)	113.000	**254.125**	0	**309.230**	0	**62.595**	**738.950**
4.1.1	Eliminación total de HCFC-22 convenida en el presente Acuerdo (tons. PAO)							2,34
4.1.2	Eliminación de HCFC-22 prevista en proyectos previamente aprobados (tons. PAO)							4,66
4.1.3	Consumo admisible remanente de HCFC-22 (tons. PAO)							0
4.2.1	Eliminación total del HCFC-141b contenido en polioles premezclados de importación convenida en el presente Acuerdo (tons. PAO)							0
4.2.2	Eliminación total del HCFC-141b contenido en polioles premezclados de importación prevista en proyectos aprobados previamente (tons. PAO)							0,83
4.2.3	Consumo admisible remanente de HCFC-141b contenido en polioles premezclados de importación (tons. PAO)							0

* Fecha de finalización de la etapa II según el acuerdo de la etapa II: 31 de diciembre de 2021.
** Aprobados en la 93ª reunión para actividades adicionales destinadas a la introducción de alternativas de bajo o nulo potencial de calentamiento atmosférico a los HCFC y al mantenimiento de la eficiencia energética en el sector de servicio técnico de equipos de refrigeración, en virtud de la decisión 89/6 b).