

Annex XXII

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

1. This Agreement represents the understanding of the Government of China (the “Country”) and the Executive Committee with respect to the reduction of controlled use of the ozone-depleting substances (ODS) set out in Appendix 1-A (“The Substances”) to a sustained level of 17,468.0 ODP tonnes by 1 January 2015 in compliance with Montreal Protocol schedules, with the understanding that this figure is to be revised one single time, once the baseline consumption for compliance has been established based on Article 7 data.

2. The Country agrees to meet the annual consumption limits of the Substances as set out in row 1.2 (“Maximum allowable total consumption of Annex C, Group I substances”) of Appendix 2-A (“The Targets, and Funding”) in this Agreement as well as in the Montreal Protocol reduction schedule for all Substances mentioned in Appendix 1-A. The Country accepts that, by its acceptance of this Agreement and performance by the Executive Committee of its funding obligations described in paragraph 3, it is precluded from applying for or receiving further funding from the Multilateral Fund in respect to any consumption of the Substances that exceeds the level defined in row 1.2 of Appendix 2-A as the final reduction step under this Agreement for all of the Substances specified in Appendix 1-A, and in respect to any consumption of each of the Substances that exceeds the level defined in rows 4.1.3, 4.2.3, 4.3.3, 4.4.3, 4.5.3, and 4.6.3 (remaining eligible consumption).

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

4. The Country agrees to implement this Agreement in accordance with the HCFC phase-out sector plans submitted and the commitments specified in Appendix 8-A. In accordance with sub-paragraphs 5(a)(ii) and 5(b)(i) of this Agreement, the Country will accept independent verification of completion of the conversion of manufacturing capacity as well as achievement of the annual consumption limits of the Substances as set out in row 1.2 of Appendix 2-A of this Agreement.

5. The Executive Committee will not provide the Funding in accordance with the Funding Approval Schedule unless the Country satisfies the following conditions at least eight weeks¹ in advance of the applicable Executive Committee meeting set out in the Funding Approval Schedule:

(a) For the release of any tranche:

- (i) That the Country had met the Targets set out in row 1.2 of Appendix 2-A for all relevant years. Relevant years are all years since the year in which this Agreement was approved. Years for which no obligation for reporting of country programme data exists at the date of the Executive Committee meeting at which the funding request is being presented are exempted;
- (ii) That the meeting of these Targets has been independently verified, unless the Executive Committee decided that such verification would not be required; and

¹ Tranches with requested level of funding of more than US \$5 million should be submitted in full 12 weeks in advance to the applicable Executive Committee meeting in line with decision 20/7.

- (iii) That, for all submissions from the 68th Meeting onwards, confirmation has been received from the Government that an enforceable national system of licensing and quotas for HCFC imports and, where applicable, production and exports is in place and that the system is capable of ensuring the Country's compliance with the Montreal Protocol HCFC phase-out schedule for the duration of this Agreement;
- (b) Conditions to be met as a precondition for the release of tranches for a sector plan:
 - (i) For sector plans with activities that include the conversion of manufacturing capacity, the Country has submitted a verification report of a random sample of at least 5 per cent of the manufacturing lines which had completed their conversion in the year to be verified, on the understanding that the total aggregated HCFC consumption of the random sample of the manufacturing lines represents at least 10 per cent of the sector consumption phased out in that year;
 - (ii) That the Country had submitted annual implementation reports in the form of Appendix 4-A ("Format of Implementation Reports and Plans") covering each previous calendar year; that it had achieved a significant level of implementation of activities initiated with previously approved tranches; and that the rate of disbursement of funding available from the previously approved tranche was more than 20 per cent; and
 - (iii) That the Country has submitted an annual implementation plan for the respective sector in the form of Appendix 4-A ("Format of Implementation Reports and Plans") covering each calendar year until and including the year for which the funding schedule foresees the submission of the next tranche or, in case of the final tranche, until completion of all activities foreseen.

6. The Country will ensure that it conducts accurate monitoring of its activities under this Agreement, and will also establish and maintain a system to monitor the consumption in the different sectors, to ensure compliance with the sector consumption limits set out in rows 1.3.1, 1.3.2, 1.3.3 and 1.3.4 of Appendix 2-A. The details of the monitoring arrangements will be prepared by the Country separately and submitted for approval by the Executive Committee, for subsequent inclusion in Appendix 5-A.

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

- (a) Should the Country decide during implementation of this Agreement to introduce alternative technologies other than those proposed in the sector plans submitted, or implement differently as proposed in those sector plans, this would require approval of those changes as part of an annual implementation plan. The documentation can also be provided as part of a revision to an existing annual implementation plan, to be submitted eight weeks prior to any meeting of the Executive Committee. Such a request would include a description of the changes in activities to implement the new alternative technology, the calculation of the associated incremental costs and the impact on the climate. The Country agrees that potential savings in incremental costs related to the change of technology would decrease the overall funding level under this Agreement accordingly;

- (b) Reallocations categorized as major changes must be documented in advance in an Annual Implementation Plan and approved by the Executive Committee as described in sub-paragraph 5(b)(iii) above. The documentation can also be provided as part of a revision to an existing annual implementation plan, to be submitted eight weeks prior to any meeting of the Executive Committee. Major changes would relate to:
 - (i) Issues potentially concerning the rules and policies of the Multilateral Fund;
 - (ii) Modifications to any clause in this Agreement;
 - (iii) Changes in the annual levels of funding allocated to individual bilateral or implementing agencies for the different tranches on a sector level;
 - (iv) Provision of funding for programmes or activities not included in the current endorsed annual implementation plan with a cost greater than 20 per cent of the total cost of the last approved tranche or US \$2.5 million, whichever is lower; and
 - (v) Removal of activities in the annual implementation plan with a cost greater than 20 per cent of the total cost of the last approved tranche or US \$2.5 million, whichever is lower;
- (c) Reallocations not categorized as major changes may be incorporated in the approved annual implementation plan, under implementation at the time, and reported to the Executive Committee in the subsequent annual implementation report; and
- (d) Any remaining funds will be returned to the Multilateral Fund upon completion of the last tranche of the Agreement.

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

9. The Lead IA will be responsible for ensuring co-ordinated planning, implementation and reporting of all activities under this Agreement across all relevant sectors, including but not limited to independent verification as per sub-paragraph 5(b)(i), and implementing the activities related to the role as the Lead IA described in Appendix 6-A and the activities as a sector Lead IA described in Appendix 6-B. The World Bank will be responsible for carrying out the independent verification as per sub-paragraph 5(a)(ii), and implementing additional activities regarding its role as a sector Lead IA described in Appendix 6-D. The Government of Germany, UNIDO and UNEP will be responsible for carrying out the activities in the respective Sector Plans described in Appendices 6-C, 6-E and 6-F, respectively, and their subsequent revisions as per sub-paragraph 5(b)(iii) and paragraph 7. The Government of Japan as the “Cooperating IA” will be responsible for carrying out the activities described in Appendix 6-G. The Executive Committee agrees, in principle, to provide the Lead IA and the Cooperating IAs with the fees set out in rows 2.1.2, 2.2.2, 2.2.4, 2.3.2, 2.4.2, 2.5.2, 2.5.4, 2.6.2 and 2.7.2 of Appendix 2-A.

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

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

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

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

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

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)
HCFC-22	C	I	11,962.3
HCFC-123	C	I	6.6
HCFC-124	C	I	6.6
HCFC-141b	C	I	5,923.0
HCFC-142b	C	I	1,508.9
HCFC-225	C	I	1.0
Total			19,408.9

APPENDIX 2-A: THE TARGETS, AND FUNDING

		2011	2012	2013	2014	2015	Total
Consumption targets							
1.1	Montreal Protocol reduction schedule of Annex C, Group I substances (ODP tonnes)	n/a	n/a	19,408.8	19,408.8	17,468.0	n/a
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	n/a	n/a	19,408.8	19,408.8	17,468.0	n/a
1.3.1	Maximum allowable consumption of Annex C, Group I substances in the ICR sector (ODP tonnes)	n/a	n/a	2,360.0	2,360.0	2,124.0	n/a
1.3.2	Maximum allowable consumption of Annex C, Group I substances in the XPS foam sector (ODP tonnes)	n/a	n/a	2,540.0	2,540.0	2,286.0	n/a
1.3.3	Maximum allowable consumption of Annex C, Group I substances in the PU foam sector (ODP tonnes)	n/a	n/a	5,310.0	5,310.0	4,340.0	n/a
1.3.4	Maximum allowable consumption of Annex C, Group I substances in the RAC sector (ODP tonnes)	n/a	n/a	4,109.0	4,109.0	3,698.0	n/a
1.3.5	Maximum allowable consumption of Annex C, Group I substances in the solvent sector	n/a	n/a	494.2	494.2	455.2	n/a
Funding industrial and commercial refrigeration and air conditioning (ICR) sector plan							
2.1.1	Sector Lead IA (UNDP) agreed funding (US \$)	25,380,000	6,900,000	8,495,000	11,075,000	9,150,000	61,000,000
2.1.2	Support costs for UNDP (US \$)	1,903,500	*	*	*	*	*
Funding extruded polystyrene (XPS) foam sector plan							
2.2.1	Sector Lead IA (Germany) agreed funding (US \$)	459,023	3,707,977	600,000	600,000	633,000	6,000,000
2.2.2	Support costs for Germany (US \$)	51,260	*	*	*	*	*
2.2.3	Sector co-operating agency UNIDO agreed funding (US \$)	21,372,000	6,900,000	3,398,000	5,730,000	6,600,000	44,000,000
2.2.4	Support costs for UNIDO (US \$)	1,602,900	*	*	*	*	*
Funding polyurethane rigid (PU) foam sector plan							
2.3.1	Sector Lead IA (World Bank) agreed funding (US \$)	38,859,000	5,520,000	13,592,000	4,079,000	10,950,000	73,000,000
2.3.2	Support costs for World Bank (US \$)	2,914,000	*	*	*	*	*
Funding room air conditioning (RAC) sector plan							
2.4.1	Sector Lead IA (UNIDO) agreed funding (US \$)	36,430,000	9,200,000	8,495,000	9,625,000	11,250,000	75,000,000
2.4.2	Support costs for UNIDO (US \$)	2,732,250	*	*	*	*	*
Funding service sector plan, including enabling programme							
2.5.1	Sector Lead IA (UNEP) agreed funding (US \$)	1,579,000	598,000	1,104,000	1,173,000	786,000	5,240,000
2.5.2	Support costs for UNEP (US \$)	176,703	*	*	*	*	*
2.5.3	Sector cooperating agency (Japan) agreed funding (US \$)	80,000	80,000	80,000	80,000	80,000	400,000
2.5.4	Support costs for Japan (US \$)	10,400	*	*	*	*	*
Funding national co-ordination							
2.6.1	Overall Lead IA (UNDP) agreed funding (US \$)	360,000	-	-	-	-	360,000
2.6.2	Support costs for UNDP (US \$)	27,000	-	-	-	-	27,000
Funding solvent sector plan							
2.7.1	Overall Lead IA (UNDP) agreed funding (US \$)	2,500,000	0	2,000,000	0	500,000	5,000,000
2.7.2	Support costs for UNDP (US \$)	187,500	0	*	0	*	*
Overall funding							
3.1	Total agreed funding (US \$)	127,019,023	32,905,977	37,764,000	32,362,000	39,949,000	270,000,000
3.2	Total support cost (US \$)	9,605,513	*	*	*	*	*
3.3	Total agreed costs (US \$)	136,624,536	*	*	*	*	*

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

Phase-out and remaining eligible consumption		
4.1.1	Total phase-out of HCFC-22 agreed to be achieved under this Agreement (ODP tonnes)	1,444.1
4.1.2	Phase-out of HCFC-22 to be achieved in previously approved projects (ODP tonnes)	36.0
4.1.3	Remaining eligible consumption for HCFC-22 (ODP tonnes)	10,482.2
4.2.1	Total phase-out of HCFC-123 agreed to be achieved under this Agreement (ODP tonnes)	0.0
4.2.2	Phase-out of HCFC-123 to be achieved in previously approved projects (ODP tonnes)	0.0
4.2.3	Remaining eligible consumption for HCFC-123 (ODP tonnes)	6.6
4.3.1	Total phase-out of HCFC-124 agreed to be achieved under this Agreement (ODP tonnes)	0.0
4.3.2	Phase-out of HCFC-124 to be achieved in previously approved projects (ODP tonnes)	0.0
4.3.3	Remaining eligible consumption for HCFC-124 (ODP tonnes)	6.6
4.4.1	Total phase-out of HCFC-141b agreed to be achieved under this Agreement (ODP tonnes)	1,681.34
4.4.2	Phase-out of HCFC-141b to be achieved in previously approved projects (ODP tonnes)	16.66
4.4.3	Remaining eligible consumption for HCFC-141b (ODP tonnes)	4,225.6
4.5.1	Total phase-out of HCFC-142b agreed to be achieved under this Agreement (ODP tonnes)	260.8
4.5.2	Phase-out of HCFC-142b to be achieved in previously approved projects (ODP tonnes)	6.7
4.5.3	Remaining eligible consumption for HCFC-142b (ODP tonnes)	1,241.4
4.6.1	Total phase-out of HCFC-225 agreed to be achieved under this Agreement (ODP tonnes)	0.0
4.6.2	Phase-out of HCFC-225 to be achieved in previously approved projects (ODP tonnes)	0.0
4.6.3	Remaining eligible consumption for HCFC-225 (ODP tonnes)	1.0

* to be determined subsequently

APPENDIX 3-A: FUNDING APPROVAL SCHEDULE

1. The Funding Approval Schedule consists of several tranches. Under this Agreement, a tranche is defined as the funding set out in each year for each sector plan or the national co-ordination, respectively, as specified in Appendix 2-A.
2. Funding for the future tranches will be considered for approval at the last meeting of the year specified in Appendix 2-A.

APPENDIX 4-A: FORMAT OF IMPLEMENTATION REPORTS AND PLANS

1. The Lead IA, on behalf of the Country, will submit at least eight weeks² prior to the third meeting of the Executive Committee in any given year, for consideration at that meeting, the following reports to the Multilateral Fund Secretariat:

- (a) A verification report of the consumption of each of the Substances mentioned in Appendix 1-A, as per sub-paragraph 5(a)(ii) of the Agreement. If not otherwise decided by the Executive Committee, such a verification has to be provided together with each tranche request and will include verification of the consumption for all relevant years as specified in sub-paragraph 5(a)(i) of the Agreement for which a verification report has not yet been acknowledged by the Committee;
- (b) For each sector plan a narrative report, with data provided by calendar year, regarding the progress since the year prior to the previous report, reflecting, for each sector, the situation of the Country in regard to phase-out of the Substances, how the different activities contribute to it, and how they relate to each other. The report should include ODS phase-out as a direct result from the implementation of activities, by substance, and the alternative technology used and the related phase-in of alternatives, to allow the Secretariat to provide to the Executive Committee information about the resulting change in climate relevant emissions. The report should further highlight successes, experiences, and challenges related to the different activities included in the Plan, reflecting any changes in the circumstances in the Country, and providing other relevant information. The report should also include information on and justification for any changes vis-à-vis the previously submitted Annual Implementation Plan(s), such as delays, uses of the flexibility for reallocation of funds during implementation of a tranche, as provided for in paragraph 7 of this Agreement, or other changes. The narrative report will cover all relevant years specified in sub-paragraph 5(a)(i) of the Agreement and can in addition also include information on activities in the current year;
- (c) For each sector plan, a written description of the activities to be undertaken until and including the year of the planned submission of the next tranche request as per sub-paragraph 5(b)(iii). The description should highlight the interdependence of the activities, and take into account experiences made and progress achieved in the implementation of earlier tranches; the data in the plan will be provided by calendar year. The description should also include a reference to the overall plan and progress achieved, as well as any possible changes to the overall plan that are foreseen. The description should further specify and explain in detail such changes to the overall sector plan. This description of future activities can be submitted as a part of the same document as the narrative report under sub-paragraph (b) above;
- (d) For each sector plan with activities that include the conversion of manufacturing capacity, a verification report related to completed conversion as per sub-paragraph 5(b)(i) of the Agreement;
- (e) For each sector, quantitative information for all annual implementation reports and annual implementation plans, submitted through an online database. This quantitative information, to be submitted by calendar year with each tranche request, will be amending the narratives and description for the report (see sub-paragraph 1(b) and (c)

² Tranches with requested level of funding of more than US \$5 million should be submitted in full 12 weeks in advance to the applicable Executive Committee meeting in line with decision 20/7.

above), the annual implementation plan and any changes to the overall plan, and will cover the same time periods and activities; and

- (f) An Executive Summary of about five paragraphs, summarizing the information of the above sub-paragraphs 1(a) to 1(e).

APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES

1. The details of the monitoring arrangements will be prepared by the Government of China separately and submitted for agreement by the Executive Committee, for subsequent inclusion in this Appendix 5-A.

APPENDIX 6-A: ROLE OF THE LEAD IMPLEMENTING AGENCY

1. The Lead IA for stage I of the HPMP is UNDP. It will be responsible for a range of activities, including at least the following:

- (a) Activities related to national co-ordination;
- (b) Ensuring performance and financial verification in accordance with this Agreement and with its specific internal procedures and requirements as set out in the Country's HPMP;
- (c) Assisting the Country in preparation of the Implementation Plans and subsequent reports as per Appendix 4-A;
- (d) Providing independent verification to the Executive Committee that the Targets have been met (except for overall consumption targets specified in row 1.2 of Appendix 2-A) and associated annual activities have been completed as indicated in the Implementation Plan consistent with Appendix 4-A. This independent verification can consist of a compilation of sector-specific independent verification carried out by the respective sector Lead IAs;
- (e) Ensuring that the experiences and progress is reflected in updates of the overall sector plan and in future annual implementation plans consistent with Appendix 4-A;
- (f) Fulfilling the reporting requirements for the annual implementation reports, annual implementation plans and the overall plan as specified in Appendix 4-A for submission to the Executive Committee;
- (g) Ensuring that appropriate independent technical experts carry out the technical reviews;
- (h) Carrying out required supervision missions;
- (i) Ensuring the presence of an operating mechanism to allow effective, transparent implementation of the Implementation Plan and accurate data reporting;
- (j) Ensuring that disbursements made to the Country are based on the use of the indicators; and
- (k) Providing assistance with policy, management and technical support when required.

2. After consultation with the Country and taking into account any views expressed, the Lead IA will select and mandate an independent entity to carry out the verification of the HPMP results as per sub-paragraph 5(b)(i) of the Agreement and sub-paragraph 1(d) of Appendix 4-A. The Lead IA can delegate the task described in this paragraph to the respective sector Lead IA on the understanding that such delegation will not interfere with the Lead IA's responsibility to carry out the verification of the HPMP results.

APPENDIX 6-B: ROLE OF UNDP

1. UNDP, as the sector Lead IA for the industrial and commercial refrigeration (ICR) sector and the solvent sector, will be responsible for a range of activities described in those sector plans, including at least the following:

- (a) Providing assistance for policy development, planning and management of sector programming as set out in these sectors, when required;
- (b) Ensuring verification of performance and progress of disbursement in accordance with this Agreement and with its specific internal procedures and requirements as set out in these sectors and assisting the Country in the implementation and assessment of the activities;
- (c) Assisting the Country in the preparation of the ICR sector annual Implementation Plans as per Appendix 4-A;
- (d) Preparing reports to the Lead IA on these activities as per Appendix 4-A; and
- (e) Ensuring financial verification of the activities implemented.

2. UNDP will also act as sector Lead IA for any sector related obligations arising from any HCFC consumption sectors not specifically mentioned in this Agreement, with responsibilities closely resembling those under paragraph 1 above.

APPENDIX 6-C: ROLE OF THE GOVERNMENT OF GERMANY

1. The Government of Germany, as the sector Lead IA for the extruded polystyrene foam (XPS) sector, will be responsible for a range of activities described in that sector plan, including at least the following:

- (a) Providing assistance for policy development, planning and management of sector programming as set out in the XPS foam sector plan, when required;
- (b) Ensuring verification of performance and progress of disbursement in accordance with this Agreement and with its specific internal procedures and requirements as set out in the Country's XPS foam sector plan and assisting the Country in the implementation and assessment of the activities;
- (c) Assisting the Country in the preparation of XPS foam sector annual implementation plans as per Appendix 4-A;
- (d) Providing reports to the Lead IA on these activities as per Appendix 4-A; and

- (e) Ensuring financial verification of the activities implemented.

APPENDIX 6-D: ROLE OF THE WORLD BANK

1. After consultation with the Country and taking into account any views expressed, the World Bank will select and mandate an independent entity to carry out the verification of the consumption of the Country as specified in row 1.2 of Appendix 2-A, as per sub-paragraph 5(a)(ii) of this Agreement and sub-paragraph 1(a)(i) of Appendix 4-A.

2. The World Bank, as the sector Lead IA for the polyurethane foam (PU) sector, will be responsible for a range of activities described in that sector plan, including at least the following:

- (a) Providing assistance for policy development, planning and management of sector programming as set out in the PU sector plan, when required;
- (b) Ensuring verification of performance and progress of disbursement in accordance with this Agreement and with its specific internal procedures and requirements as set out in the Country's PU sector plan and assisting the Country in the implementation and assessment of the activities;
- (c) Assisting the Country in the preparation of PU sector annual implementation plans as per Appendix 4-A;
- (d) Providing reports to the Lead IA on these activities as per Appendix 4-A; and
- (e) Ensuring financial verification of the activities implemented.

APPENDIX 6-E: ROLE OF UNIDO

1. UNIDO, as the Lead IA for the refrigeration and air conditioning (RAC) sector, and as Cooperating IA of the XPS sector, will be responsible for a range of activities described in those sector plans, including at least the following:

- (a) Providing assistance for policy development, planning and management of sector programming as set out in the RAC and XPS sector plans, when required;
- (b) Ensuring verification of performance in accordance with this Agreement and with its specific internal procedures and requirements as set out in the Country's RAC sector plan and assisting the Country in the implementation and assessment of the activities;
- (c) Ensuring progress of disbursement in accordance with this Agreement and with its specific internal procedures and requirements as set out in the Country's RAC and XPS sector plans;
- (d) Assisting the Country in the preparation of RAC sector annual implementation plans as per Appendix 4-A;
- (e) Providing reports to the Lead IA on these activities as per Appendix 4-A; and
- (f) Ensuring financial verification of the activities implemented.

APPENDIX 6-F: ROLE OF UNEP

1. UNEP, as the sector Lead IA for the refrigeration servicing sector, will be responsible for a range of activities described in that sector plan, including at least the following:

- (a) Providing policy development assistance when required;
- (b) Assisting the Country in the implementation and assessment of the activities under its responsibility and refer to the Lead IA of the HPMP to ensure a co-ordinated sequence in the activities;
- (c) Assisting the Country in the preparation of service sector annual implementation plans as per Appendix 4-A;
- (d) Providing reports to the Lead IA on these activities as per Appendix 4-A; and
- (e) Ensuring financial verification of the activities implemented.

APPENDIX 6-G: ROLE OF THE GOVERNMENT OF JAPAN

1. The Government of Japan, as a Cooperating IA for the refrigeration servicing sector, will be responsible for a range of activities described in that sector plan, including at least the following:

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

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

1. In accordance with paragraph 10 of the Agreement, the amount of funding provided may be reduced by US \$160 per ODP kg of consumption beyond the level defined in row 1.2 of Appendix 2-A for each year in which the target specified in row 1.2 of Appendix 2-A has not been met.

APPENDIX 8-A: COMMITMENTS UNDERTAKEN BY THE COUNTRY WITH RESPECT TO CONVERSION IN THE RAC SECTOR

1. During stage I of the HPMP, the Country agrees to convert at least 18 manufacturing lines for the production of RAC equipment to hydrocarbon technology as part of the RAC sector plan.
