

Annex LXXII

TEMPLATE

DRAFT AGREEMENT BETWEEN THE GOVERNMENT OF [COUNTRY] AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND TO ENHANCE REGIONAL ATMOSPHERIC MONITORING IN ACCORDANCE WITH THE PILOT PROJECT TO ESTABLISH AND OPERATE A STATION TO MONITOR THE ATMOSPHERIC ABUNDANCES OF SUBSTANCES CONTROLLED BY THE MONTREAL PROTOCOL

Purpose

1. This Agreement represents the understanding of the Government of [country] (“the Country”) and the Executive Committee with respect to the establishment and operation of a station to monitor the atmospheric abundance of substances controlled under the Montreal Protocol. The Country agrees to ensure that the atmospheric monitoring station will follow the principles of availability and accessibility of data described in document UNEP/OzL.Pro/ExCom/96/62, including an open data policy and the Findability, Accessibility, Interoperability, and Reusability (FAIR) guiding principles for scientific data management and stewardship.
2. Subject to compliance by the Country with its obligations set out in this Agreement, the Executive Committee agrees, in principle, to provide the funding set out in row 2.1 of Appendix 1-A (“Funding”) to the Country. The Executive Committee will, in principle, provide this funding at the Executive Committee meetings specified in Appendix 2-A (“Funding Approval Schedule”). The Country agrees to implement this Agreement in accordance with the pilot project to establish and operate a station to monitor the atmospheric abundance of substances controlled by the Montreal Protocol (“the Plan”) as approved.

Conditions for funding release

3. The Executive Committee will provide the Funding, in accordance with the Funding Approval Schedule, when the Country demonstrates, at least 10 weeks in advance of the applicable Executive Committee meeting set out in the Funding Approval Schedule, that the atmospheric monitoring station followed the principles of availability and accessibility of data described in paragraph 1 above for all relevant years; and that the rate of disbursement of funding available from the previously approved tranche was more than 20 per cent.

Implementation, monitoring and reporting

4. 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. [IA] has agreed to be the implementing agency (the “IA”) in respect of the Country’s activities under this Agreement. The Country agrees to evaluations, which might be carried out under the evaluation work programmes of the Multilateral Fund or under the evaluation programme of the IA. The Country and IA will take into consideration relevant decisions of the Executive Committee that take effect during the implementation of the Plan.
5. The Country will ensure that it conducts accurate monitoring of its activities under this Agreement. The institutions set out in Appendix 3-A (“Monitoring Institutions and Roles”) will monitor and report on the implementation of the activities in the previous Tranche Implementation Plans in accordance with their roles and responsibilities set out in the same appendix.

6. The IA will be responsible for ensuring coordinated planning, implementation and reporting of all activities under this Agreement. The Executive Committee agrees, in principle, to provide the IA with the fees set out in row 1.2 of Appendix 1-A.

7. The submission of each tranche request will consist of three parts: a brief executive summary, a Tranche Implementation Report, and a Tranche Implementation Plan. The Tranche Implementation Report will provide data, separated by tranche, describing the progress achieved since the previous report, including the status of the monitoring station, the availability and accessibility of data, whether scientific articles had been published in the peer-reviewed scientific literature based on data from the station, any capacity-building activities completed by personnel at the station, quantitative information on the activities implemented, successes and challenges, and information on changes, delays, or the use of flexibility for the reallocation of funds described in paragraph 9. The Tranche Implementation Plan will provide a description of the activities to be undertaken during the period covered by the requested tranche, including quantitative information, implementation milestones, the date of completion, and the interdependence of the activities, as well as scientific advice received from the Advisory Committee and how this advice was taken up in project implementation.

8. The Country will comply with any reasonable request of the Executive Committee and the IA to facilitate implementation of this Agreement. In the case of non-compliance, the Executive Committee will discuss each specific case in which the Country did not comply with this Agreement and take related decisions.

Flexibility in the reallocation of funds

9. The Executive Committee agrees that the Country may have the flexibility to reallocate up to 30 per cent of the last approved tranche, according to the evolving circumstances, to achieve the smoothest operation of the atmospheric monitoring station and address specific needs that might arise during project implementation. Reallocations categorized as major changes will be documented at least 10 weeks prior to any meeting of the Executive Committee for its approval. Any remaining funds held by the IA or the Country under the Plan will be returned to the Multilateral Fund upon completion of the last tranche foreseen under this Agreement or upon cancellation of the project. Limited-time no-cost extensions will be considered on a case-by-case basis if a strong justification is provided by the Country (see paragraph 10 below).

Date of completion

10. The completion of the Plan and the associated Agreement will take place at the end of the year following the last year specified in Appendix 1-A. Should at that time there still be activities that are outstanding, and which had been reported in the last tranche request or documented in accordance with paragraph 7 above, the completion of the Plan will be delayed until the end of the year following the implementation of the remaining activities. The reporting requirements of this Agreement will continue until the time of the completion of the Plan unless otherwise specified by the Executive Committee.

Disposition of equipment

11. The Country agrees to return all equipment procured by the Multilateral Fund in case a monitoring station ceases to operate, ceases to make data available, or if so-requested by the Executive Committee.

APPENDICES

APPENDIX 1-A: FUNDING

Row	Particulars	2027	2028	2029	2030	2031	Total
1.1	IA ([IA]) agreed funding (US \$)						
1.2	Support costs for IA (US \$)						
1.3	Total agreed costs (US \$)						

APPENDIX 2-A: FUNDING APPROVAL SCHEDULE

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

APPENDIX 3-A: MONITORING INSTITUTIONS AND ROLES

1. This section must be completed by the Country and the IA. It must provide a detailed and credible indication of how progress is to be monitored, and which organizations will be responsible for the activities and the sustainability of the operation of the atmospheric monitoring station.
