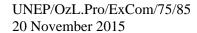
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EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE IMPLEMENTATION OF THE MONTREAL PROTOCOL Seventy-fifth Meeting Montreal, 16-20 November 2015

#### REPORT OF THE SEVENTY-FIFTH MEETING OF THE EXECUTIVE COMMITTEE

## Introduction

- 1. The 75<sup>th</sup> meeting of the Executive Committee of the Multilateral Fund for the Implementation of the Montreal Protocol was held at the headquarters of the International Civil Aviation Organization, Montreal, Canada, from 16 to 20 November 2015.
- 2. The meeting was attended by representatives of the following countries, members of the Executive Committee in accordance with decision XXVI/19 of the Twenty-Sixth Meeting of the Parties to the Montreal Protocol:
  - (a) Parties not operating under paragraph 1 of Article 5 of the Protocol: Australia, Belgium, Italy, Japan, the Russian Federation, Sweden and the United States of America (Chair); and
  - (b) Parties operating under paragraph 1 of Article 5 of the Protocol: Bahrain, Brazil, the Comoros, Egypt, Grenada (Vice-Chair), India and the United Republic of Tanzania.
- 3. In accordance with the decisions taken by the Executive Committee at its Second and Eighth meetings, representatives of the United Nations Development Programme (UNDP), the United Nations Environment Programme (UNEP) both as implementing agency and as Treasurer of the Fund, the United Nations Industrial Development Organization (UNIDO) and the World Bank attended the meeting as observers.
- 4. A representative of the Ozone Secretariat was also present.
- 5. Representatives of the Climate and Clean Air Coalition to Reduce Short-Lived Climate Pollutants (CCAC), the Global Environment Facility (GEF) Secretariat, the Alliance for Responsible Atmospheric Policy, the Environmental Investigation Agency and Greenpeace also attended as observers.

## **AGENDA ITEM 1: OPENING OF THE MEETING**

- The meeting was opened by the Chair, Mr. John Thompson, who welcomed members to the last meeting of 2015, reiterating that it was an important milestone year during which Article 5 countries had to reduce their consumption and production of HCFCs by 10 per cent. The Executive Committee would be considering the progress reports of the bilateral and implementing agencies as at December 2014 and business planning for the 2016 –2018 period, including the agencies' performance indicators. The Chair urged members to review the activities in the business plans carefully to find ways of ensuring that all required activities could be funded within the resources available. The Executive Committee would also be considering updates on the implementation of the current business plan and on tranche implementation delays, as well as the return of project balances, the accounts of the Multilateral Fund and the budget for the Fund Secretariat. The agenda items devoted to programme implementation included consideration of a streamlined format for the submission of country programme implementation data, and specific reports on projects. Two desk studies, one on the evaluation of HCFC phase-out projects in the refrigeration and air-conditioning (RAC) manufacturing sector, and the other on pilot demonstration projects on the disposal and destruction of ozone-depleting substances (ODS), would also be considered. The remaining items under monitoring and evaluation were the 2015 consolidated project completion report (PCR), a report on the multi-year agreement (MYA) database, and the monitoring and evaluation programme for 2016.
- 7. The project proposals and activities to be considered, which amounted to just under US \$134 million as submitted, included the following HCFC phase-out activities: stage I of two HCFC phase-out management plans (HPMPs), stage II of the HPMP of one low-volume-consuming (LVC) country and five non-LVC countries, tranches of approved HPMPs for 32 countries, the fourth tranche of the HCFC production phase-out management plan (HPPMP) for China, requests for project preparation funding for stage II of HCFC phase-out activities for six countries, and verification reports on the implementation of the HPMPs for 17 LVC countries. Funding was also being requested for nine projects to demonstrate technologies with low-global warming potential (GWP), two feasibility studies on district cooling, project preparation for a low-GWP technology demonstration project in one country, a concept note for a regional demonstration project, requests for inventories or surveys of alternatives to ODS in 44 countries, requests for institutional strengthening projects for 29 countries, the 2016 Compliance Assistance Programme (CAP) for UNEP, and core unit costs for UNDP, UNIDO and the World Bank for 2016.
- The Executive Committee would be considering policy issues that had arisen during project 8. review linked to incremental operating costs in the foam sector and the verification reports of LVC countries. It would also be examining the template for draft agreements for stage II of HPMPs, which had been reviewed following the adoption of decisions on the criteria for funding stage II of HPMPs and the 20 per cent disbursement threshold, a report on the Secretariat's work to finalize the Multilateral Fund Climate Impact Indicator (MCII), and a review of the main procedures of the operation of the Executive Committee. The terms of reference for the review of the administrative cost regime and its core unit funding budget, which would be used as a basis for considering the administrative cost regime for the 2018-2020 triennium, were also before the Executive Committee. The Chair encouraged members to consider carefully the draft format for the preparation of surveys of ODS alternatives, which was proposed pursuant to decision 74/53, as it would serve as a guide for the preparation of surveys on ODS alternatives in Article 5 countries. He added that the Sub-group on the Production Sector would continue its deliberations on the draft HCFC production sector guidelines, and consider the 2014 verification report of HCFC production in China, the 2015 progress report and the request for the 2016 tranche of the HPPMP for China, as well as preliminary data and a request for authorization to carry out a technical audit of the HCFC production sector in Mexico.
- 9. The Chair expressed his profound sadness at the events that had taken place in Paris on Friday, 13 November 2015 and called for a moment of silence.

### **AGENDA ITEM 2: ORGANIZATIONAL MATTERS**

#### (a) Adoption of the agenda

10.	The	Executive	Committee	adopted	the	following	agenda	for th	he meeting	on	the	basis	of	the
provisi	onal a	genda cont	tained in doc	ument U	NEF	P/OzL.Pro/l	ExCom/	75/1:						

- 1. Opening of the meeting.
- 2. Organizational matters:
  - (a) Adoption of the agenda;
  - (b) Organization of work.
- 3. Secretariat activities.
- 4. Status of contributions and disbursements.
- 5. Status of resources and planning:
  - (a) Report on balances and availability of resources;
  - (b) Update on the implementation of the 2015–2017 business plans;
  - (c) Tranche submission delays.
- 6. Programme implementation:
  - (a) Monitoring and evaluation:
    - (i) 2015 consolidated project completion report;
    - (ii) Multi-year agreement database report (decision 74/6);
    - (iii) Desk study on the evaluation of HCFC phase-out projects in the refrigeration and air-conditioning manufacturing sector;
    - (iv) Desk study on the evaluation of the pilot demonstration projects on ODS disposal and destruction;
    - (v) Draft monitoring and evaluation work programme for the year 2016;
  - (b) Progress report as at 31 December 2014:
    - (i) Consolidated progress report;
    - (ii) Bilateral agencies;
    - (iii) UNDP;
    - (iv) UNEP;
    - (v) UNIDO;

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11.

		(vi) World Bank;
	(c)	Evaluation of the implementation of the 2014 business plans;
	(d)	Country programme data and prospects for compliance;
	(e)	Reports on projects with specific reporting requirements.
7.	2016–	2018 business plans:
	(a)	Consolidated business plan of the Multilateral Fund;
	(b)	Business plans of the bilateral and implementing agencies:
		(i) Bilateral agencies;
		(ii) UNDP;
		(iii) UNEP;
		(iv) UNIDO;
		(v) World Bank.
8.	Projec	et proposals:
	(a)	Overview of issues identified during project review;
	(b)	Bilateral cooperation;
	(c)	Amendments to the work programmes for 2015:
		(i) UNDP;
		(ii) UNEP;
		(iii) UNIDO;
		(iv) World Bank;
	(d)	UNEP's Compliance Assistance Programme (CAP) budget for 2016;
	(e)	2016 core unit costs for UNDP, UNIDO and the World Bank;
	(f)	Investment projects.
9.		late for draft agreements for stage II of HCFC phase-out management plans ion $73/33(c)$ ).

Format for preparation of the surveys of ODS alternatives and presentation of the resulting data (decision 74/53(g)).

Report on the Multilateral Fund Climate Impact Indicator (decision 73/65(b)).

- 12. Terms of reference for the review of the administrative cost regime and its core unit funding budget (decision 73/62(d)).
- 13. Accounts of the Multilateral Fund:
  - (a) Final 2014 accounts;
  - (b) Reconciliation of the 2014 accounts.
- 14. Approved 2015, 2016 and 2017 and proposed 2018 budgets of the Fund Secretariat.
- 15. Main procedures of the operation of the Executive Committee.
- 16. Report of the Sub-group on the Production Sector.
- 17. Other matters.
- 18. Adoption of the report.
- 19. Closure of the meeting.

## (b) Organization of work

- 11. The Executive Committee agreed to consider under agenda item 17 (Other matters) the dates and venues of Executive Committee meetings in 2016.
- 12. The meeting agreed to reconvene the Sub-group on the Production Sector with the following composition: Australia (facilitator), Bahrain, Brazil, Egypt, Grenada, India, Italy, Japan, Sweden and the United States of America.

### **AGENDA ITEM 3: SECRETARIAT ACTIVITIES**

- 13. The Chief Officer welcomed the members of the Executive Committee to the present meeting. He then introduced document UNEP/OzL.Pro/ExCom/75/2, which provided an overview of the work done by the Secretariat since the 74<sup>th</sup> meeting.
- 14. Updating the Executive Committee on staffing matters, the Chief Officer announced that Mr. Federico San Martini had taken up a post as Senior Programme Management Officer in August 2015. In addition, the post of Senior Programme Management Officer that had fallen vacant following the appointment of the Deputy Chief Officer had been advertised in June 2015 and applications were currently under review. Finally, the post of Information Technology Assistant was being filled on a temporary basis following the selection of the incumbent for a one-year position at UNEP headquarters.
- 15. Drawing the Executive Committee's attention to the summaries of meetings attended and missions undertaken by Secretariat staff, he stressed that the Secretariat had made efforts to nurture and promote linkages and synergies with related organizations, including the Secretariat of the CCAC, the Climate Technology Centre and Network, the Secretariat of the Green Climate Fund, the GEF, and the United Nations Framework Convention on Climate Change.
- 16. Major meetings attended by the staff of the Secretariat included an inter-agency coordination meeting in Montreal, held from 31 August to 2 September 2015, and the Twenty-Seventh Meeting of the Parties to the Montreal Protocol in Dubai, United Arab Emirates, which had provided Secretariat staff with an opportunity to discuss with implementing agencies matters related to projects submitted to the 75<sup>th</sup> meeting, and to hold informal discussions with various parties on outstanding contributions due to the

Fund. The Chief Officer and Deputy Chief Officer had also met with a delegation of members of the European Parliament to respond to questions about the operation of the Fund.

- 17. Finally, the Chief Officer said that the draft document on the delegation of authority was being updated to reflect new procedures under UMOJA (the United Nations enterprise resource system), and would be presented to the Executive Committee for consideration before its being signed.
- 18. Members of the Executive Committee thanked the Secretariat for its excellent preparation of the present meeting, and offered their congratulations to the new Senior Programme Management Officer. Several members expressed their appreciation for the comprehensive presentation of Secretariat activities, in particular the information provided on the nature of discussions held with representatives of other multilateral environmental agreements and the CCAC. Members also encouraged the Secretariat to continue to engage with the secretariats of other relevant multilateral environmental agreements and to report on the outcomes of those deliberations to the Executive Committee, with a view to increasing synergies with those bodies. One member noted with concern the low attendance by representatives of the Secretariat at meetings of ozone officer networks, although he appreciated the effort of the Secretariat to deliver multi-media presentations. He stressed the added value of the physical presence of Secretariat representatives to address other issues arising in the agendas of those meetings.
- 19. The Chief Officer responded to the issues raised by members of the Executive Committee.
- 20. He said that the Deputy Chief Officer had engaged in bilateral discussions with representatives of CCAC to explore ways of improving synergies and strengthening collaboration; once the format for the preparation of Multilateral Fund-financed surveys of ODS alternatives had been approved by the Executive Committee, the Chief Officer would send it to the CCAC. He also informed the Committee that the Secretariat would report on the Maldives district cooling project at the next meeting after consultations with the CCAC. He spoke too of the bilateral discussions that had taken place with the Climate Technology Centre and Network, which was particularly interested in capacity-building and the exchange of knowledge and expertise.
- 21. On outstanding contributions, he said that letters had been sent to relevant parties, and bilateral discussions had been held with those parties at the Thirty-Sixth Meeting of the Open-ended Working Group in Paris, France, in July 2015 and at the Twenty-Seventh Meeting of the Parties to the Montreal Protocol in Dubai. An update on the issue would be presented to the Executive Committee during 2016. On a related matter, one member highlighted the delays and other problems related to disbursement of project funds from implementing agencies to Article 5 parties, also discussed in Dubai, which had placed some at risk of non-compliance.
- 22. On the challenges arising from the new UMOJA system, particularly funding difficulties, travel-related issues and other uncertainties related to attendance at the present meeting owing to organizational problems, the Chief Officer said that the Secretariat had been working closely with the United Nations team in Nairobi, Kenya, to address the issues. A mission to Nairobi to discuss the matter further was planned for early 2016. He expressed the hope that the system would function effectively once the initial problems had been resolved.
- 23. With regard to Secretariat attendance at network meetings, the Chief Officer agreed that the benefits of direct interaction with participants outweighed those of presentations made remotely via Internet, but he explained that clashes with other activities had made it difficult for Secretariat representatives to attend in person. Discussions were being held with UNEP on the meeting timetable to facilitate Secretariat attendance in the future.
- 24. Finally, he said that the report of the inter-agency coordination meeting in Montreal had been posted on the meeting website.

25. The Executive Committee <u>took note</u> with appreciation of the report on Secretariat activities contained in document UNEP/OzL.Pro/ExCom/75/2.

#### AGENDA ITEM 4: STATUS OF CONTRIBUTIONS AND DISBURSEMENTS

- 26. The Treasurer introduced the report on the status of contributions and disbursements contained in document UNEP/OzL.Pro/ExCom/75/3. He then gave two updates on countries' contributions to the Fund as presented in his report of 15 October 2015, first as at 16 November 2015 and later in the meeting, as at 20 November 2015. In his update of 16 November the Treasurer had received additional contributions amounting to US \$39.8 million from four Parties: US \$14,520,533 from the Government of Japan, US \$842,785 from the Government of Finland, US \$23.5 million from the Government of the United States of America and US \$1,023,142 from the Government of Canada representing a voluntary contribution to the estimated 2014 cost differential of hosting the Secretariat in Montreal as opposed to Nairobi. The balance of the Fund was composed of US \$96 million in cash and US \$14 million in promissory notes, 90 per cent of which was due for encashment in 2016 and 2017. The Fund balance stood at approximately US \$110 million, 76 per cent of pledges for 2015 had been paid, and the gain on the fixed-exchange-rate mechanism (FERM) stood at US \$5.4 million. In his latest update of 20 November, the Treasurer advised the Committee that the Fund balance stood at approximately US \$121 million after taking into account the recording of additional deposit from one contributing party, the encashment two promissory notes and unrecorded interest.
- 27. The Treasurer, together with the Chief Officer, had also held informal meetings in the margins of the Twenty-Seventh Meeting of the Parties with several Parties with outstanding contributions and a reminder notice had been sent out to them. The Treasurer and the Secretariat would also continue to address the issue of outstanding contributions.
- 28. Several members expressed concern at the number of countries that were in arrears in making their contributions to the Multilateral Fund. They thanked the countries that had already paid their contributions and urged those with arrears to do the same as soon as possible.
- 29. The representative of the Russian Federation said that at the 74<sup>th</sup> meeting the Russian Federation had been included in the list of countries that would be using the FERM during the 2015–2017 replenishment period. He explained, however, that, owing to Russian regulations it was only possible to make payments in Russian rubles into an account also held in rubles, and as UNEP did not hold such an account, the Russian Federation had consulted with the Treasurer and had advised him that it would make its contribution in US dollars, using the rate specified in the FERM before the end of the present year. The Treasurer said that he would record the loss or gain that would have been generated by the FERM had the payment been made in rubles. Several countries requested additional information and the Chair requested that they discuss the issue informally with the Treasurer and the representative of the Russian Federation.
- 30. After informal consultations among interested Committee members, the Treasurer confirmed that the proposal of the Russian Federation to pay its contribution in US dollars would have no financial impact on the Multilateral Fund as it would be treated the same as if it had been paid in Russian rubles.

## 31. The Executive Committee <u>decided</u>:

(a) To note the report of the Treasurer on the status of contributions and disbursements, the information on promissory notes, and the countries which opted to use the fixed-exchange-rate mechanism (FERM) during 2015–2017 triennium contained in Annex I to the present report;

- (b) To further note the exceptional basis for the Russian Federation making its contribution under the FERM in US dollars rather than in its national currency owing to a particular administrative banking constraint;
- (c) To urge all Parties to pay their contributions to the Multilateral Fund in full and as early as possible; and
- (d) To request the Secretariat, as follow-up to decision 74/3(b), to report to the 76<sup>th</sup> meeting on the feedback received from countries with outstanding contributions from one triennium or more.

(**Decision 75/1**)

### AGENDA ITEM 5: STATUS OF RESOURCES AND PLANNING

## (a) Report on balances and availability of resources

- The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/75/4 and, on 32. two occasions during the meeting, she and the Treasurer provided two updates on receipts since the document had been issued. The World Bank had returned an additional US \$341,953 in savings relating to core unit costs in 2014, bringing the total amount being returned by the implementing agencies to US \$625,064, including support costs (as revised in document UNEP/OzL.Pro/ExCom/75/4/Rev.1 to reflect the actual amount being returned by UNEP). She said that the Secretariat had been informed that the planned transfer from UNEP to Germany of funds for the surveys on ODS alternatives in Namibia and Zimbabwe, and from UNEP to UNDP of funds for such a survey in Nigeria, would no longer take place. She also informed that the balance for the Government of Italy's completed projects had not been returned to the 75<sup>th</sup> meeting in cash, but that it would be offset against Italy's future bilateral projects. Taking into account the updated information on the amounts being returned by the implementing agencies, and the Fund's balance provided by the Treasurer as at 16 November 2015, the total level of resources available stood at US \$110,924,175. Consequently there would be a shortfall of US \$23,075,865 if the Executive Committee approved all the projects submitted for approval at the present meeting, excluding the Secretariat budget for 2018 and the Senior Monitoring and Evaluation Officer's 2016 work programme. A further update was provided by the Chief Officer under agenda item 17, Other matters, on the possible shortfall as at 20 November 2015.
- 33. Several members regretted that there were insufficient resources available to allow approval of all the projects under consideration. Those projects were necessary to ensure the countries' compliance with their obligations under the Montreal Protocol, and much effort had gone into their preparation. The funding for such projects had to be both predictable and adequate, and the shortfall in funding meant that some of those projects might need to be deferred. To avoid such a situation, one member suggested that the Executive Committee consider establishing a pipeline of projects approved in principle that would await the availability of sufficient resources before being implemented.
- 34. The representative of the Secretariat said that the issue of whether there would actually be insufficient resources available depended, in part, on whether all the projects under consideration were approved by the Executive Committee, and that would not be known until near the end of the present meeting. He also said that the present meeting was unusual in that it was considering a number of projects had not been originally included in the business plans for 2015, and that the total funding requested was in the amount of US \$130 million. The funding requests at recent meetings of the Executive Committee usually amounted to between US \$50 million and US \$60 million.

35. In response to a query about why several surveys on ODS alternatives had not been transferred from one implementing agency to another, the Chief Officer explained that the countries concerned had reconsidered their requests to do so.

### 36. The Executive Committee decided:

#### (a) To note:

- (i) The report on balances and availability of resources contained in document UNEP/OzL.Pro/ExCom/75/4/Rev.1;
- (ii) That the net level of funds being returned to the 75<sup>th</sup> meeting by the implementing agencies against completed projects was US \$625,064 which included: a refund of US \$4,804 and a return of agency support costs of US \$89, from UNDP; US \$166,513, plus agency support costs of US \$18,687, from UNEP; US \$21,864, plus agency support costs of US \$256, from UNIDO and US \$74,889, plus agency support costs of US \$5,617, and US \$341,953 in core unit costs, from the World Bank;
- (iii) That the net level of funds being returned in cash to the 75<sup>th</sup> meeting by the bilateral agencies was US \$221, plus agency support costs of US \$29, from the Government of Spain, and that the Treasurer would follow up on that process;
- (iv) That UNEP had balances of US \$97,790, excluding support costs, for six projects completed over two years previously;
- (v) That the Government of France had balances for one project closed and four projects completed over two years previously, totaling US \$378,985, excluding agency support costs, which would be offset against France's future approved bilateral projects;
- (vi) That the Government of Germany had not-committed balances for one completed project totaling US \$1,794, excluding agency support costs, which would be offset against Germany's future approved bilateral projects;
- (vii) That the Government of Italy had balances for four completed projects totaling US \$74,213, excluding agency support costs, which would be offset against Italy's future approved bilateral projects;

### (b) To request:

- (i) Bilateral and implementing agencies with projects completed over two years previously to return the balances to the 76<sup>th</sup> meeting;
- (ii) Bilateral and implementing agencies to disburse or cancel commitments not needed for completed projects and project completed "by decision of the Executive Committee" in order to return balances to the 76<sup>th</sup> meeting;
- (c) To approve the transfer of survey of ODS alternatives at the national level for the Republic of Moldova (MOL/SEV/74/TAS/32) from UNEP to UNDP, in the amount of US \$20,000, plus agency support costs of US \$1,800; and

(d) To note that UNEP would return US \$800 in agency support costs to the 75<sup>th</sup> meeting, which represented the difference in agency support costs between UNEP and UNDP for the transfer of survey of ODS alternatives, as per sub-paragraph (c) above.

**(Decision 75/2)** 

## (b) Update on the implementation of the 2015–2017 business plans

- 37. The representative of the Secretariat introduced documents UNEP/OzL.Pro/ExCom/75/5 and Add.1. He drew the members' attention to the fact that the agencies' submissions to the 75<sup>th</sup> meeting exceeded the 2015 business plan by US \$45 million, a substantial portion of which had originally been included in the 2016 business plans.
- 38. Following a discussion, the Executive Committee <u>decided</u>:
  - (a) To note:
    - (i) The update on the implementation of the 2015–2017 business plans contained in documents UNEP/OzL.Pro/ExCom/75/5 and Add.1;
    - (ii) That activities amounting to US \$28,467,046 in the 2015 business plan had not been submitted to the 75<sup>th</sup> meeting, but that several of those activities had been included in the business plans of the bilateral and implementing agencies for the year 2016;
  - (b) With regard to actions to fully utilize the budget of the 2015-2017 triennium as per decision XXVI/10 of the Twenty-Sixth Meeting of the Parties:
    - (i) To encourage bilateral and implementing agencies, in agreements for stage II of HCFC phase-out management plans, to carefully plan the timing and value of tranches to reduce possible carryovers from late submissions; and
    - (ii) To note that Article 5 countries for which multiple tranche requests had been submitted to the same meeting due to major delays in implementation would submit revised plans of action to take into account the reallocation of the outstanding tranches.

(**Decision 75/3**)

### (c) Tranche submission delays

- 39. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/75/6, indicating that, with the exception of those relating to Algeria, Bangladesh, Central African Republic and South Africa, all delayed tranches were expected to be submitted to the 76<sup>th</sup> meeting.
- 40. During the ensuing discussion, it was stressed that funds needed to be disbursed in a timely manner if countries were to achieve their HCFC phase-out targets.
- 41. The Chief Officer assured members that the reasons for a project delay were always discussed with the agency concerned, as was the possible impact on compliance; he stressed that none of the delayed tranches in question was expected to have any negative consequences on compliance. With respect to a suggestion that more positive language be used in the letter sent to governments of countries with tranche submission delays because the delays were often beyond the government's control, he stated that the language currently used attempted to address the difficulties faced by the country and to facilitate

timely tranche submission, and that such letters had elicited a positive response from the governments that received them. The Secretariat was nevertheless open to recommendations on the wording of specific letters.

- 42. During the discussion, the representative of UNIDO responded to a question about a project in Algeria, indicating that the project had been delayed on account of difficulties associated with the development of prototypes and the availability of alternative substances. A mission was, however, scheduled for mid-December 2015 in order to agree on terms of reference for conversion of the production line.
- 43. The Executive Committee decided:
  - (a) To note:
    - (i) The report on tranche submission delays contained in document UNEP/OzL.Pro/ExCom/75/6;
    - (ii) The information on tranche submission delays under multi-year agreements submitted by UNDP, UNEP, UNIDO and the World Bank;
    - (iii) That 56 out of 79 activities related to tranches of HCFC phase-out management plans (HPMPs) due for submission to the 75<sup>th</sup> meeting had been submitted on time and that five of those tranches had then been withdrawn following discussion with the Secretariat:
    - (iv) That relevant implementing agencies had stated that the late submission of the tranches of HPMPs due at the second meeting of 2015 would have no impact, or was unlikely to have an impact on compliance and that there had been no indication that any of the countries concerned were in non-compliance with the 2013 HCFC consumption freeze; and
  - (b) To request the Secretariat to send letters regarding the decisions on tranche submission delays to the governments of countries listed in Annex II to the present report.

**(Decision 75/4)** 

### **AGENDA ITEM 6: PROGRAMME IMPLEMENTATION**

- (a) Monitoring and evaluation
  - (i) 2015 consolidated project completion report
- 44. The Senior Monitoring and Evaluation Officer introduced document UNEP/OzL.Pro/ExCom/75/7.
- 45. During the ensuing discussion, appreciation was expressed for efforts made to eliminate the backlog of reports and to capture lessons learned. Concerning the proposed HPMP project completion report format, one member, supported by another, said that it should also capture information on the fate of any equipment that was destroyed due to the conversion to alternative technologies and any ODS from destroyed equipment and on the level of external financing provided, along with the related lessons learned. Another member, however, suggested that detailed information on equipment destroyed and disposed of was not required. The Chief Officer addressed this, explaining that the destruction of equipment was included within the scope of a project and was always reported at project completion, in

part because the Executive Committee, at its 22<sup>nd</sup> meeting, had agreed on deliverables that included the date of the dismantling or destruction of equipment as a monitoring milestone.

- 46. It was also proposed that, in order to reduce the administrative burden on the implementing agencies, some of the information requested in the report should be filled in ahead of time using project information already on file. The Senior Monitoring and Evaluation Officer confirmed that this would be possible.
- 47. Following the discussion, the Executive Committee <u>decided</u>:
  - (a) To take note of the 2015 consolidated project completion report (PCR) contained in document UNEP/OzL.Pro/ExCom/75/7;
  - (b) To urge bilateral and implementing agencies to submit to the 76<sup>th</sup> meeting the backlog of PCRs for multi-year agreements (MYAs) and individual projects as contained in Tables 3 and 7, respectively, of document UNEP/OzL.Pro/ExCom/75/7, and if the PCRs due were not submitted, to provide the reasons for not doing so, along with the schedule for submission;
  - (c) To urge cooperating implementing agencies to complete their portion of PCRs to allow the lead implementing agency to submit them according to the schedule;
  - (d) To invite all those involved in the preparation and implementation of MYAs and individual projects to take into consideration the lessons learnt from PCRs when preparing and implementing future projects;
  - (e) To approve the PCR format for HCFC phase-out management plan contained in Annex III to the present report; and
  - (f) To request the Senior Monitoring and Evaluation Officer to further develop the pilot application for searching for and extracting information on lessons learnt in PCRs to cover all the PCRs considered by the Executive Committee, and to report back to the 76<sup>th</sup> meeting.

**(Decision 75/5)** 

#### (ii) Multi-vear agreement database report (decision 74/6)

- 48. The Senior Monitoring and Evaluation Officer introduced document UNEP/OzL.Pro/ExCom/75/8 containing the MYA database report.
- 49. A number of issues were raised during the discussion. One representative said that, while the details of the database were the purview of the Secretariat, the Senior Monitoring and Evaluation Officer and the implementing agencies, the Executive Committee could offer guidance in the form of general principles, namely: the duplication of reporting requirements should be avoided; relevant information should be included ahead of time from project documents available to the Secretariat to avoid increasing the administrative burden; and any new data submitted by implementing agencies should require the approval of the country concerned.
- 50. Discussion took place on the need to include information on full project financing and the breakdown of Multilateral Fund financing and other financing. The Senior Monitoring and Evaluation Officer explained that eliminating the financial component of the annual implementation plan in the MYA database would streamline the process, as its timing was inconsistent with that of the actual tranche requests and thus it was difficult to complete. She said, however, that further work would be done to

assess the possibility of including more useful data on financing. It was further pointed out by one member that the information on incremental capital costs and incremental operating costs was essential.

- 51. On the matter of government approval, some delegations expressed concern about the level of approval required, and the difficulty of obtaining the said approval. It was important to keep in mind that the brunt of the administrative burden involved would likely fall on the national ozone units (NOUs).
- 52. Discussion also took place regarding the proposal to modify the MYA database to allow for the collection of available data at the enterprise level. Concerns were raised about the increased burden that that might represent. The Senior Monitoring and Evaluation Officer explained that streamlining the database meant focusing on the enterprise-level data because it was deemed the most needed. One member questioned the relevance of enterprise-level data to the Multilateral Fund's work, arguing that compliance data was measured at the national level. One of the implementing agencies pointed out that, while it was a good idea to obtain information at the enterprise level, it was likely to be increasingly difficult to achieve with the rising number of enterprises to be addressed in stage II of the HPMPs.
- 53. The Chief Officer provided background to the discussion by explaining that the MYA database had been created before any MYA had been approved. There had been an attempt to capture all available information, without the experience required to determine which information was in fact relevant. Discussions with the implementing agencies and Article 5 countries had highlighted the burden of collecting data that was not considered particularly useful in responding to requests for information from the Replenishment Task Force, for example. On the matter of requiring approval from governments regarding information included into the database, he recalled that this was requested by the Executive Committee; most of the data in the MYA database were extracted from the project proposals submitted on behalf of Article 5 governments. The Chief Officer explained that there would be further discussions with the implementing agencies on the updated database format and they would have the opportunity to make changes before it was presented once again to the Executive Committee.
- 54. Following the discussion, the Executive Committee <u>decided</u>:
  - (a) To note the multi-year agreement (MYA) database report (decision 74/6) contained in document UNEP/OzL.Pro/ExCom/75/8; and
  - (b) To request the Senior Monitoring and Evaluation Officer and the Secretariat to work closely with bilateral and implementing agencies on the implementation of decision 74/6, and to report back to the Executive Committee for further consideration of the issue at the 76<sup>th</sup> meeting.

**(Decision 75/6)** 

- (iii) Desk study on the evaluation of HCFC phase-out projects in the refrigeration and air-conditioning manufacturing sector
- 55. The Senior Monitoring and Evaluation Officer introduced document UNEP/OzL.Pro/ExCom/75/9.
- 56. Following the introduction, some comments were made regarding the structure of the report and the need to have separate conclusions and recommendations for future desk studies and final evaluations, on the one hand, and for the outcomes relevant to countries, on the other. With regard to the lack of standards and regulations on the use of RAC equipment using flammable refrigerants, for example, it might be useful to provide opportunities to share experiences among countries. One member stressed that it was important to evaluate the extent to which activities linked to the setting of standards included all relevant choices of alternatives in the country.

- 57. One representative asked whether the Secretariat could play a role in sharing with relevant stakeholders the results of the demonstration projects funded by the Multilateral Fund. It was suggested that the Secretariat could reserve a dedicated corner of its website for this purpose.
- 58. It was also pointed out that the Executive Committee should decide on a mechanism to revisit RAC manufacturing projects to check on their sustainability and to ascertain the impact of Multilateral Fund financing. It was suggested that the Secretariat might present possible options for such a mechanism.
- 59. It was pointed out that the RAC sector would become the largest HCFC-manufacturing sector in Article 5 countries as phase-out activities drew to a close in the foam sector, and would represent an increasingly large part of funding requests under stage II of HPMPs. There were challenges with regard to technology, and an evolving landscape for alternatives. It was therefore important for the second phase of the evaluation to take this into account. Meanwhile, the recommendations and conclusions of the report of the desk study were useful and could be taken into account. One member, however, expressed a major reservation on using the findings and recommendations of the desk study for implementation of projects.
- 60. One representative pointed out that the request for information regarding energy efficiency in the terms of reference for the desk study was addressed only by the mention that there was a lack of progress in that area and therefore no information was provided. More information was also required on lessons learned, challenges and opportunities with regard to phase-out in the RAC manufacturing sector, and on the impact of incentives.
- 61. One representative provided clarification on the projects in the RAC manufacturing sector in Argentina, explaining that there was only one project, not two, and stating that the project had been included in the HPMP for Argentina after a regulatory framework had been devised for that purpose.
- 62. In response to a question about why the enterprise in the project for Armenia had gone out of business, it was explained that the cost of the technology was not the root cause. The enterprise had been a small family business beset by illness. Meanwhile, the enterprise had not imported HCFCs in the previous 18 months and was expected never to do so again.
- 63. One representative pointed out that some of the suggestions in the desk study, linked to the creation of standards, for example, were outside of the scope of the Montreal Protocol. There were some useful suggestions, such as the creation of product certification infrastructure, but that was beyond the scope of the NOUs and what could actually be done according to the legal frameworks set up when the Montreal Protocol was ratified. The same applied to energy efficiency.
- 64. The meaning and use of the term 'market leaders' in the document was questioned. The Senior Monitoring and Evaluation Officer explained that the term was purely market-related and was a function of economic factors.
- 65. One representative said that it was necessary to have the study reflect the impact that suppliers had on the projects. In the case of her country's project, suppliers had been two years late in providing the conversion technology, thus creating a situation in which the converting enterprises had lost money. The Senior Monitoring and Evaluation Officer responded by saying that such information could be included in an addendum to the report.
- 66. With regard to the second phase of the evaluation, one member inquired whether it would be necessary to do field visits for the projects in China, which had been covered extensively in the desk study. On this and other issues linked to the next phase of the evaluation, the Chief Officer explained that the desk study was a survey of the literature so far, with exchanges between the Senior Monitoring and

Evaluation Officer and implementing agencies to supplement and confirm the information gleaned. None of the study's recommendations was mandatory.

- 67. Following the discussion, the Executive Committee <u>decided</u>:
  - (a) To note the desk study on the evaluation of HCFC phase-out projects in the refrigeration and air-conditioning (RAC) manufacturing sector, contained in document UNEP/OzL.Pro/ExCom/75/9, as a work in progress;
  - (b) To invite the bilateral and implementing agencies to take into account, when appropriate, the findings and recommendations of the desk study on the evaluation of HCFC phase-out projects in the RAC manufacturing sector in the design and implementation of projects in that sector; and
  - (c) To request the Secretariat, in cooperation with bilateral and implementing agencies, to make available, through the Secretariat's website, the outcome of the demonstration projects implemented to date, as well as key lessons learned from relevant completed projects.

(Decision 75/7)

- (iv) Desk study on the evaluation of the pilot demonstration projects on ODS disposal and destruction
- 68. The Senior Monitoring and Evaluation Officer introduced document UNEP/OzL.Pro/ExCom/75/10.
- 69. A number of members welcomed the information provided in the desk study, with one member commenting that the document gave relevant and interesting information on the individual projects being evaluated, which might prove useful for countries and implementing agencies when addressing ODS disposal and destruction in the future, but that it lacked overall analysis. Several members said, however, that an evaluation of the pilot demonstration projects was premature, given that a number of the projects were not close to completion and that insufficient data had been generated to allow the conclusion of lessons learned or to enable a full evaluation of the factors contributing to success in disposing of and managing unwanted ODS. One member said that the proposed field missions should be scheduled to take place following completion of the projects, allowing time for consideration of the projects throughout their whole life cycle. The Senior Monitoring and Evaluation Officer confirmed that the data-gathering exercise had not garnered the hoped-for information, although further information had been obtained through a follow-up questionnaire. She therefore concurred with the suggestion that the timing of the next phase of the evaluation should be undertaken when projects had reached a stage where they would yield sufficient information for thorough analysis.
- 70. Several members said that further consideration should be given to the terms of reference for this evaluation to ensure that all issues specified were addressed. One member said that the terms of reference should be clear on such matters as the choice of technology, how that technology had been identified and implemented, the barriers encountered and how these were removed in order to generate information on the effectiveness of the chosen technology and the feasibility of applying them in the future. One member said that care should be taken to ensure synergy with other funding agencies, for example the GEF, which gave preference to low-temperature destruction facilities rather than high-temperature incinerators.
- 71. On the matter of desk studies in general, some members said that it should be borne in mind that they were independent reports that were not necessarily consistent with the terminology and views of the Executive Committee. They should accordingly be viewed as guidance only, and a cautious attitude

should be adopted to reformulating them and thereby losing their independent value; requests for their revision of course could be made in instances where they were factually incorrect or inconsistent with the terms of reference.

- 72. In response to a request for clarification of export of ODS waste from Ghana to Poland, the representative of UNDP said that in June 2015 the Polish authorities had granted approval for the aforementioned ODS waste to be processed in Poland. One member pointed out that Mexico had a legal framework for limiting the export of ODS wastes.
- 73. The Committee agreed that the best way forward was to pursue the evaluation after the completion of enough projects to generate sufficient information for lessons learned to be drawn, and to request the Senior Monitoring and Evaluation Officer to take into account the comments of members of the Committee during the present meeting, including those pertaining to such matters as synergies with other multilateral environment agreements.

## 74. The Executive Committee <u>decided</u>:

- (a) To take note of the desk study on the evaluation of the pilot demonstration projects on ODS disposal and destruction contained in document UNEP/OzL.Pro/ExCom/75/10;
- (b) To invite the bilateral and implementing agencies to take into account, when appropriate, the findings and recommendations of the desk study on the evaluation of the pilot demonstration projects on ODS disposal and destruction; and
- (c) To request the Senior Management and Evaluation Officer, when including the field study on ODS disposal in a future draft monitoring and evaluation work programme, to reassess the projects that were included, to provide an update on the status of implementation or completion of the projects and to take into account the comments made by the Executive Committee on the desk study and the terms of reference.

**(Decision 75/8)** 

## (v) Draft monitoring and evaluation work programme for the year 2016

- 75. The Senior Monitoring and Evaluation Officer introduced document UNEP/OzL.Pro/ExCom/75/11.
- 76. On the matter of the final evaluation of HCFC phase-out projects in the RAC manufacturing sector through carrying out fieldwork in 10 countries, a number of members said that evaluations should be carried out on projects close to completion or already completed. From those projects, a representative sample of conversions to alternative technologies could be selected that would generate sufficient results to enable evaluation of the factors contributing to successful implementation and of the activities to ensure the projects' sustainability. Such an evaluation could occur in late 2016. One major factor to be taken into account and to be specified in the terms of reference was the degree to which alternative technologies had been accepted by the local market, including the challenges to be overcome in achieving market penetration, and the replicability of the chosen technology in other country settings. In addition, it was necessary to ensure that projects from the countries that had experienced implementation delays had not been so delayed that they failed to provide sufficient data for evaluation of the factors behind the delays. Finally, in relation to the budget, a member queried why it was necessary for the Senior Monitoring and Evaluation Officer to travel with a consultant to all 10 countries selected for evaluation. Another member asked whether some interviews could be conducted remotely, for example by telephone or other electronic medium.

- 77. One member, while agreeing that the timing of the evaluation should ensure the collection of sufficient information to be of value, said that the results of the evaluation could offer guidance for the preparation of stage II of HPMPs and thus it should not be unduly delayed.
- 78. One member said that the terms of reference needed to be reconsidered to ensure that they covered such relevant aspects as energy efficiency, incentives, co-funding and intellectual property rights. Another member concurred that the second stage of the evaluation should be structured in a way that allowed validation of the findings of the desk study. She added that the field study should also evaluate standards that had been developed or supported using funding from the Multilateral Fund. She furthermore suggested consideration of whether to include the sustainability of conversion projects in the evaluation.
- 79. The Senior Monitoring and Evaluation Officer agreed that the timing of the evaluation should allow lessons to be drawn from mature projects. She also said that a thorough review of each project would be undertaken before carrying out a field study, but methods of gathering information remotely did not yield the insights achievable through direct observation at enterprise level.
- 80. With regard to various other queries, the Senior Monitoring and Evaluation Officer said that the "miscellaneous" item in the budget included such unplanned or unexpected contingencies as internal travel on a field visit or the provision of computing or other equipment, and explained that while the "report writing" and "synthesis report" items referred to different components, they could be incorporated into one category in the budget.
- 81. The Executive Committee agreed to establish an informal group to work with the Senior Monitoring and Evaluation Officer to consider further the issues raised during the discussion. Subsequently, the convenor of the group reported back to Committee on the results of the deliberations.
- 82. The Executive Committee decided:
  - (a) To note the draft monitoring and evaluation work programme for the year 2016 contained in document UNEP/OzL.Pro/ExCom/75/11/Rev.2;
  - (b) To approve the terms of reference for phase two of the evaluation of HCFC phase-out projects in the refrigeration and air-conditioning (RAC) manufacturing sector, contained in Annex I of document UNEP/OzL.Pro/ExCom/75/11/Rev.2; and
  - (c) To approve the 2016 monitoring and evaluation work programme, budgeted at US \$177,226, as follows:

Description	Amount (US \$)
Final evaluation of HCFC phase-out in the RAC manufacturing sector	
Field visits (8 countries <sup>1</sup> )	
Staff <sup>2</sup> : 7 days/6 weeks	
• Travel (6*US \$6,000)	36,000
• Per diem (56*US \$351/day)	19,656
Consultants	
• Fee (7 days/10 weeks/US \$500/day)	35,000
• Travel (8*US \$3,000)	24,000
Per diem (70*US \$351/day)	24,570
Report writing (8 countries*7 days*US \$500/day)	28,000
Synthesis report (12 days*US \$500/day)	6,000

Description	Amount (US \$)
<b>Sub-total</b>	173,226
Miscellaneous	4,000
Total 2016	177,226

<sup>&</sup>lt;sup>1</sup> Seven days per country except for China and Indonesia (14 days).

(**Decision 75/9**)

## (b) Progress report as at 31 December 2014

## (i) Consolidated progress report

- 83. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/75/12. He also explained that UNEP and UNIDO had jointly requested an extension to the national phase-out plan (NPP) for Iraq, to December 2016, as that country was facing implementation issues owing to political and institutional difficulties.
- 84. Several members said that requiring implementing entities to record disbursements under the tranche for which the related activities had been approved could create difficulties for those entities and so would requiring them to seek approval from the Executive Committee for each postponement of the completion date. It was important not to confuse the completion dates of the projects with the planned completion dates for the tranches. However, other members recalled that each tranche had planned activities associated with it and that it was the verification of the progress in those activities that allowed for the approval of subsequent tranches of funding.
- 85. The representatives of the implementing agencies said that for reasons of efficiency, some agencies pooled funding tranches. The recommendation did not take into consideration this dynamic aspect of MYAs and the suggested reporting requirements for the tranches could not be complied with.
- 86. The representative of the Secretariat explained that it was necessary to associate disbursement with the activities in a tranche because of the requirement to achieve the disbursement of 20 per cent of a tranche before subsequent tranches could be approved. He also indicated that planned completion dates were provided by the implementing agencies and that the Secretariat had highlighted the large number of tranches for which planned completion dates had changed.
- 87. The Chair asked interested members and representatives of the implementing agencies to meet to discuss the issue. The convenor of the informal group said that the outcome of those deliberations was the suggestion that the Secretariat prepare a paper that examined issues relating to disbursements for activities associated with tranches of MYAs, the planned completion dates for the tranches and the latest disbursement data from annual progress and financial reports in the MYA spreadsheet.

## 88. The Executive Committee decided:

- (a) To note:
  - (i) The consolidated progress report of the Multilateral Fund as at 31 December 2014 contained in document UNEP/OzL.Pro/ExCom/75/12;
  - (ii) With appreciation, the efforts undertaken by bilateral and implementing agencies in reporting on 2014 activities;

<sup>&</sup>lt;sup>2</sup> The number of staff missions might be rationalized if a consultant could be identified with both the required technical expertise and a thorough understanding of the Multilateral Fund.

- (iii) That the bilateral and implementing agencies would report to the 76<sup>th</sup> meeting on 13 projects with implementation delays and 69 projects recommended for additional status reports, as indicated in Annexes IV and V, respectively, to the present report;
- (b) To extend the approved completion dates for the:
  - (i) National phase-out plans in Iraq and Yemen, under joint UNEP and UNIDO implementation, to December 2016, as those countries faced implementation issues due to political and institutional difficulties;
  - (ii) Phase-out of methyl bromide project in Trinidad and Tobago (TRI/FUM/65/TAS/28) under UNEP implementation, to March 2016;
- (c) To request the Secretariat to prepare a paper for the 76<sup>th</sup> meeting to inform the Executive Committee of issues relating to the recording of disbursements for activities associated with tranches of a multi-year agreement and the planned completion dates of tranches; and
- (d) To encourage bilateral and implementing agencies to assist Article 5 countries in completing project preparation activities for HCFC phase-out management plans as soon as possible, and no later than current completion dates.

(**Decision 75/10**)

### (ii) Bilateral agencies

89. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/75/13. On behalf of two bilateral agencies, UNIDO had requested a six-month extension of the project completion date for the strategic demonstration project for accelerated conversion of CFC chillers in five African Countries both for France (AFR/REF/48/DEM/36) and for Japan (AFR/REF/48/DEM/35).

### 90. The Executive Committee decided:

- (a) To note:
  - (i) With appreciation the progress reports submitted by the Governments of Australia, the Czech Republic, France, Germany, Italy, Japan and Spain contained in document UNEP/OzL.Pro/ExCom/75/13;
  - (ii) That the bilateral agencies would report to the 76<sup>th</sup> meeting on three projects with implementation delays and on 10 projects recommended for additional status reports, as indicated in Annexes IV and V, respectively, to the present report;

#### (b) To request:

- (i) The Governments of Israel and Portugal to provide their progress reports to the 76<sup>th</sup> meeting; and
- (ii) The Governments of France and Japan to submit to the 76<sup>th</sup> meeting an update on the status of the strategic demonstration project for accelerated conversion of CFC chillers in five African Countries, (AFR/REF/48/DEM/36) and (AFR/REF/48/DEM/35), respectively, given that the Executive Committee had

agreed to extend the required completion dates of December 2015 by six months, to June 2016.

(**Decision 75/11**)

#### (iii) UNDP

- 91. The representative of UNDP introduced document UNEP/OzL.Pro/ExCom/75/14. In response to a question regarding an increase in the administrative cost ratio, UNDP explained that the cause was not higher costs but rather lower income, with very small tranches being approved at the end of stage I of HPMPs and no income recorded as yet from tranches for stage II of HPMPs.
- 92. The Executive Committee decided:
  - (a) To note:
    - (i) The progress report of UNDP as at 31 December 2014 contained in document UNEP/OzL.Pro/ExCom/75/14; and
    - (ii) That UNDP would report to the 76<sup>th</sup> meeting on two projects with implementation delays and on three projects recommended for additional status reports, as indicated in Annexes IV and V, respectively, to the present report.

(**Decision 75/12**)

### (iv) UNEP

- 93. The representative of UNEP introduced document UNEP/OzL.Pro/ExCom/75/15.
- 94. The Executive Committee decided:
  - (a) To note:
    - (i) The progress report of UNEP as at 31 December 2014 contained in document UNEP/OzL.Pro/ExCom/75/15;
    - (i) That UNEP would report to the 76<sup>th</sup> meeting on two projects with implementation delays and 27 projects recommended for additional status reports, as indicated in Annexes IV and V, respectively, to the present report;
  - (b) To request UNEP:
    - (i) To submit the progress and financial reports for the methyl bromide multi-year agreement in Chile and to return fund balances to the 76<sup>th</sup> meeting;
    - (ii) To provide a final report to the 76<sup>th</sup> meeting on:
      - a. Destruction of confiscated ODS in Nepal (NEP/DES/59/TAS/27) detailing the full experience if credits were sold; and
      - b. Demonstration of a regional strategy for ODS waste management and disposal in the Europe and Central Asia region (EUR/DES/69/DEM/13).

(**Decision 75/13**)

#### (v) UNIDO

95. The representative of UNIDO introduced document UNEP/OzL.Pro/ExCom/75/16 and said, with respect to the CFC phase-out plan in Argentina and to the demonstration project on the replacement of CFC centrifugal chillers in Croatia, the Former Yugoslav Republic of Macedonia, Romania, and Serbia and Montenegro<sup>1</sup>, that the balances referred to in the document had been committed under legally binding contracts and that any balances remaining after financial completion of the projects would be returned to the Fund. He provided an update on the status of halon phase-out project in the Islamic Republic of Iran (IRA/HAL/63/TAS/198) and said that once the contract for the project had been signed a further six months would be needed to complete the installation of the purchased machinery.

### 96. The Executive Committee decided:

- (a) To note:
  - (i) The progress report of UNIDO as at 31 December 2014 contained in document UNEP/OzL.Pro/ExCom/75/16;
  - (ii) That UNIDO would report to the 76<sup>th</sup> meeting on five projects with implementation delays and on 25 projects recommended for additional status reports, as indicated in Annexes IV and V, respectively, to the present report;
- (b) To cancel the technical assistance for the elimination of controlled uses of methyl bromide in soil fumigation in Mozambique (MOZ/FUM/60/TAS/20), if the training and awareness activities had not been implemented by 31 December 2015, and to request UNIDO to return balances to the 76<sup>th</sup> meeting;
- (c) To change the completion dates for the ODS disposal projects in: Algeria (ALG/DES/72/DEM/79) to June 2017; China (CPR/DES/67/DEM/520) to June 2017; Lebanon (LEB/DES/73/DEM/83) to March 2017; Mexico (MEX/DES/63/DEM/154) to April 2016; Nigeria (NIR/DES/67/DEM/133) to March 2017; Turkey (TUR/DES/66/DEM/99) to July 2016; and Europe (EUR/DES/69/DEM/14) to December 2015:
- (d) To extend the completion date of the halon phase-out project in the Islamic Republic of Iran (IRA/HAL/63/TAS/198), to June 2016, and to request UNIDO to provide an update on the status of the project at the 76<sup>th</sup> meeting; and
- (e) To further request UNIDO to provide a final report to the 76<sup>th</sup> meeting on demonstration of a regional strategy for ODS waste management and disposal in Europe and Central Asia region (EUR/DES/69/DEM/13).

(**Decision 75/14**)

## (vi) World Bank

97. The representative of the World Bank introduced document UNEP/OzL.Pro/ExCom/75/17.

<sup>&</sup>lt;sup>1</sup> The title of the project had been approved prior to the country becoming two independent nations in 2006.

### 98. The Executive Committee decided:

- (a) To note:
  - (i) The progress report of the World Bank as at 31 December 2014 contained in document UNEP/OzL.Pro/ExCom/75/17;
  - (ii) That the World Bank would report to the 76<sup>th</sup> meeting on one project with implementation delays, which had also been classified as such in 2013, and on four projects recommended for additional status reports, as indicated in Annexes IV and V, respectively, to the present report;
  - (iii) The World Bank's report on its approach regarding the establishment of planned completion dates;
- (b) To request:
  - (i) The World Bank to return balances from the cancelled, closed and completed components of the global chiller replacement project (GLO/REF/47/DEM/268) to the 76<sup>th</sup> meeting; and
  - (ii) The World Bank and the Secretariat to continue to resolve the data discrepancies between the World Bank's progress report and the inventory of approved projects and report back to the 76<sup>th</sup> meeting on their resolution.

(**Decision 75/15**)

## (c) Evaluation of the implementation of the 2014 business plans

99. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/75/18, stating that a report on the outcome of the discussions between the Government of Bahrain and UNIDO had been submitted after finalization of the document. In response to a request for clarification of the relatively low point score achieved by UNEP in the 2014 weighted assessment of performance, he said that the results had to be viewed in terms of the targets that had been set, and thus a low score should not necessarily be considered an indication of poor performance. The representative of UNEP concurred, adding that UNEP had the largest portfolio of projects, involving a large number of LVC countries and a few larger countries. The agency had faced a number of challenges to project delivery in 2014, including changes in national situations, ozone officers and infrastructure in certain countries and post-conflict situations in others. This had affected tranche planning and submission, but was not a reflection of the implementation of activities in the field.

#### 100. The Executive Committee decided:

- (a) To note:
  - (i) The evaluation of the implementing agencies' performance against their 2014 business plans as contained in document UNEP/OzL.Pro/ExCom/75/18;
  - (ii) That all implementing agencies had a quantitative assessment of their performance for 2014 of at least 70 on a scale of 100;
  - (iii) That trend analysis indicated that performance had not improved in 2014 in relation to 2013, but that the performance related to indicators such as "ODS to be phased out", "ODS phased out", "net emissions due to delays" and "funds

disbursed for non-investment projects" might be improved by careful targeting in the future:

- (b) To request the following implementing agencies to report to the 76<sup>th</sup> meeting on their open and constructive discussions with the national ozone unit (NOU) concerned:
  - (i) UNDP, regarding the ratings in the qualitative performance assessment given by Belize with respect to timely delivery of services;
  - (ii) UNEP, regarding the ratings in the qualitative performance assessment given by the Central African Republic with respect to the use of training funds, acquisition of equipment, meeting stakeholder expectations, training or technical advice, and quality and design of training projects, and by Panama with respect to NOU involvement in project development and implementation, meeting stakeholder expectations and advice on technical difficulties; and
  - (iii) UNIDO, regarding the ratings in the qualitative performance assessment given by Egypt with respect to timely delivery and responsiveness to the NOU, by Iraq with respect to unsatisfactory ratings for all categories, and by Sierra Leone with respect to work plan explanation and NOU involvement in project identification, development and implementation.

(**Decision 75/16**)

## (d) Country programme data and prospects for compliance

- 101. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/75/19, noting that it contained three parts: one on Article 5 country compliance, another on Article 5 countries subject to decisions on compliance, and a third on data on the implementation of country programmes for HCFCs.
- 102. During the ensuing discussion, a number of concerns were raised regarding the proposed revised format for the country programme reports, particularly insofar as it provided for the reporting of ODS alternatives and their prices and energy costs.
- 103. On the basis of the discussion, the Committee agreed to establish an informal group to further discuss the revised format for country programme reports.
- 104. The convenor of the informal group later reported back on the group's discussions, saying that some members had concern about the new format and some would even prefer to maintain the existing version. The Secretariat had noted that the revised format had removed two sections one that had asked for data that was available from other sources and one relating to data that was no longer needed but members were more focused on the proposal to provide additional data on a voluntary basis.
- 105. It was noted that the required sector data on ODS was being disaggregated into sub-sectors, which would increase the reporting and data-collection burden, particularly in larger countries. There was a need to define the sub-sectors in the format. Possible solutions included providing information either by sector as a whole or by sub-sector, and developing a manual to define the terms used in the format. It was also suggested that data on ODS destroyed be added to the format.
- 106. There was concern that the voluntary provision of data would at some point become mandatory. However, several countries were already reporting information about stockpiles, import quotas and import

bans, although it was not relevant at present, because doing so would help them understand what ODS alternatives were being phased in. Country programme data should also reflect data needed for HPMPs.

- 107. Concern was expressed about the price-related data requested, in particular in terms of collecting retail price information, although licensing systems might be able to provide freight-on-board prices. It was noted, however, that the proposed format allowed the country to choose what price data was provided, as well as the collection technique. The use and purpose of the price data needed to be explained. The proposed voluntary price data for ODS alternatives raised concerns with regard to the ability of the NOUs, with limited staff, to obtain the new data, but it was also noted that some of the price data on ODS alternatives were already part of the required format.
- 108. The energy price data raised several issues with respect to the purpose of the data, how they would be used and the difficulties in obtaining such data.

#### 109. The Executive Committee decided:

- (a) To note:
  - (i) The document on country programme (CP) data and prospects for compliance contained in UNEP/OzL.Pro/ExCom/75/19;
  - (ii) That 100 countries of the 125 that had submitted 2014 data had done so using the web-based system;
- (b) To request:
  - (i) UNEP to continue assisting the Government of South Sudan in establishing its licensing system, the Government of Mauritania in amending its licensing system to include the accelerated control measures for HCFCs, and the Government of Burundi in finalizing the formal HCFC quota system, and to report back to the 76<sup>th</sup> meeting on its efforts in this respect;
  - (ii) Relevant bilateral and implementing agencies to assist Article 5 countries in addressing data discrepancies between the CP and Article 7 reports;
  - (iii) The Secretariat to send letters to the Governments of countries with outstanding 2014 CP data reports urging them to submit their CP data reports as soon as possible, noting that without those reports the relevant analyses of ODS consumption and production levels could not be undertaken by the Secretariat;
- (c) That the existing CP data report format would be used for the reporting of 2015 CP data; and
- (d) To request the Secretariat to prepare a revised CP data report format for submission to the 76<sup>th</sup> meeting, taking into account the issues raised in the discussions at the 75<sup>th</sup> meeting.

(**Decision 75/17**)

#### (e) Reports on projects with specific reporting requirements

110. The Chair introduced documents UNEP/OzL.Pro/ExCom/75/20 and Add.1, which contained five parts.

## Part I: Financial audit reports, work plans and progress reports provided for the CFC production, halon, polyurethane (PU) foam, process agent II, refrigeration servicing and solvent sectors in China

- 111. One representative suggested, with regard to the planned budgets for use of the remaining funds outlined in Table 1 of Part I of the document, that the balance for CTC residue disposal in the process agent II sector plan be allocated to a broader study of the CTC issue, given that the matter of CTC emissions had been considered at the level of the Meeting of the Parties. Furthermore, it would be helpful to receive information, for example through specific status reports, on the study on optimizing the stability and performance of polyol blends in the foam sector plan, in view of the extensive work being undertaken in China.
- 112. Another representative suggested that part of the balances available might be used to address codes and standards for alternative substances and technology in the RAC sector, given the observation in the desk study on the evaluation of HCFC phase-out projects in the RAC manufacturing sector that the product certification procedures associated with the establishment of standards and codes for the use of low-GWP flammable or toxic alternatives could be complex and lengthy.
- 113. The Executive Committee agreed that an informal group of interested parties would meet to further discuss the way forward on the matter. Subsequently, the convenor of the informal group reported back to the Committee on the results of its deliberations.

#### 114. The Executive Committee decided:

- (a) To note, with appreciation, the financial audit reports, work plans and progress reports provided for the CFC production, halon, polyurethane (PU) foam, process agent II, refrigeration servicing and solvent sectors in China, contained in document UNEP/OzL.Pro/ExCom/75/20;
- (b) To invite the Government of China:
  - (i) To include the results of the activities on the screening and evaluation of CFC-free substitutes and the development of new substitutes in a report to be submitted to the Executive Committee when those activities had been completed;
  - (ii) To collect information where available on halon recovery as part of its collection of information on CFC recovery during visits to ship dismantling centres; and
  - (iii) To undertake a study on its country's production of CTC and its use for feedstock applications and to make the results of the study available to the Executive Committee by the end of 2018.

(**Decision 75/18**)

## Part II: Accelerated CFC production phase-out project in India and phase-out in consumption and production of CTC in India

115. The representative of the Secretariat said that the Agreement between the Government of India and the World Bank had ended, with the remaining funds yet to be disbursed to CFC producers who had phased out their production in 2008 and with technical assistance activities remaining in the World Bank and Japanese bilateral CTC production and consumption phase-out project. He clarified that the activities being undertaken by the Government of Japan were a continuation of the project originally planned and were not making use of remaining balances.

- 116. One representative, supported by others, expressed appreciation for the hard work that had gone into finding a solution to the complex issues relating to the aforementioned activities. She noted that, with regard to the CTC proposal, some funding had been allocated for strengthening the monitoring system for CTC production for feedstock uses and other activities in 2016, and some specific reporting on those issues would be beneficial to the work of the implementing agencies and technical and scientific bodies on CTC-related matters.
- 117. The Executive Committee agreed that an informal group of interested parties would meet to further discuss the way forward on the matter of reporting on the use of CTC for feedstock applications. Subsequently, the convenor of the informal group reported back to the Committee on the results of its deliberations.

## 118. The Executive Committee <u>decided</u>:

- (a) With regard to the accelerated CFC production phase-out project in India:
  - (i) To note the return by the World Bank, to the 75<sup>th</sup> meeting, of US \$1,056,900, plus agency support costs of US \$79,268, associated with the funding balance of the accelerated CFC production phase-out project;
  - (ii) To approve the action plan for the remaining activities associated with the accelerated CFC production phase-out project in the amount of US \$1,056,900, plus agency supports of US \$79,268 for UNDP, with a revised completion date of the end of 2016, noting that any remaining funds would be returned to the Multilateral Fund at the first meeting of the Executive Committee in 2017;
  - (iii) To approve the revised Agreement between the Government of India and the Executive Committee for the accelerated CFC production phase-out contained in Annex VI to the present report to include UNDP as an additional implementing agency;
  - (iv) To request the World Bank and UNDP to submit the project completion report for the accelerated CFC production phase-out project to the last meeting of the Executive Committee in 2017;
- (b) With regard to the phase-out in consumption and production of carbon tetrachloride (CTC) in India:
  - (i) To note the return by the World Bank, to the 75<sup>th</sup> meeting, of US \$750,093, plus agency support costs of US \$56,257, associated with the funding balance of the phase-out in consumption and production of CTC;
  - (ii) To approve the action plan for the remaining activities associated with the phase-out in consumption and production of CTC in the amount of US \$750,093, plus agency support costs of US \$56,257 for UNDP, with a revised completion date of the end of 2016, noting that any remaining funds would be returned to the Multilateral Fund at the first meeting of the Executive Committee in 2017;
  - (iii) To approve the revised Agreement between the Government of India and the Executive Committee for the phase-out in consumption and production of CTC contained in Annex VII to the present report to include UNDP as an additional implementing agency;

- (iv) To request UNDP to undertake a study on the country's use of CTC for feedstock applications and to make the results of the study available to the Executive Committee by the end of 2016; and
- (v) To request the World Bank, together with the Governments of France, Germany and Japan, and UNDP and UNIDO as cooperating implementing agencies, to submit the project completion report on the phase-out of CTC consumption and production to the last meeting of the Executive Committee in 2017.

(**Decision 75/19**)

## Part III: Temporary use of a high-global-warming potential (GWP) technology by enterprises that had been converted to a low-GWP technology

119. One member noted the limited availability of low-GWP alternative technologies in the foam sector in the Dominican Republic and requested further information on the status of the conversion project. The representative of UNDP said that trials had been conducted on low-GWP alternatives and that the relevant enterprises had been put in touch with potential suppliers of alternative technologies in Brazil, Mexico and the United States of America. Further trials would be undertaken in the Dominican Republic to ensure that alternatives would be available on the market for foam enterprises.

#### 120. The Executive Committee decided:

- (a) To note with appreciation the report provided by UNDP and the efforts made to facilitate the availability of pre-blended polyol systems with low-global-warming potential (GWP) blowing agents, domestically in the Dominican Republic and in El Salvador;
- (b) To note that the supply of low-GWP pre-blended polyols for foam enterprises in El Salvador had been secured and that the Government of El Salvador would be able to complete the conversion in the foam sector using low-GWP alternatives as planned; and
- (c) To request UNDP to continue to assist the Government of the Dominican Republic in securing the supply of low-GWP-alternative technology and to provide a report on the status of the conversion of the enterprises in the foam sector in line with decision 74/41(c).

(**Decision 75/20**)

## Part IV: Egypt: Low-cost options for the use of hydrocarbons in the manufacture of polyurethane (PU) foams. An assessment for the application in Multilateral Fund projects

121. One representative expressed appreciation for the continuing efforts of UNDP and the Government of Egypt to investigate the technical aspects of using pre-blended polyols containing HCFC alternatives. The reports on the matter had proved to be excellent technical guidelines for industry, and he expressed support for making the reports available on the Secretariat's website.

## 122. The Executive Committee decided:

(a) To note with appreciation the final complementary report submitted by UNDP on "Low-cost options for the use of hydrocarbons in the manufacture of polyurethane foams. An assessment for the application in Multilateral Fund projects" contained in document UNEP/OzL.Pro/ExCom/75/20; and

(b) To request bilateral and implementing agencies to share the UNDP report on "Low-cost options for the use of hydrocarbons in the manufacture of polyurethane foams. An assessment for the application in Multilateral Fund projects", together with information on other alternatives, when assisting Article 5 countries in preparing projects for the phase-out of HCFC-141b in polyurethane foam applications.

(**Decision 75/21**)

## Part V: Compliance assistance programme in the United Nations Office of Internal Oversight Services (OIOS) audit

123. The Executive Committee <u>took note</u> of the report submitted by UNEP pursuant to decisions 73/53(b) and 74/10 on the actions taken to implement recommendations 1, 3, 4 and 7 of the May 2014 audit of the UNEP OzonAction Branch by the United Nations Office of Internal Oversight Services.

#### **AGENDA ITEM 7: 2016-2018 BUSINESS PLANS**

## (a) Consolidated business plan of the Multilateral Fund

- 124. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/75/21. He noted that the implementing agencies had raised policy issues that might be considered in the context of their individual business plans.
- 125. One member said that the document was important, as it gave the Executive Committee a three-year overview of the work that would be undertaken, along with the expected funding allocations for the various project activities. Noting the increasing over-programming with respect to resource allocation during the triennium, he said the Executive Committee should be mindful of the available cash flow when approving funding for MYAs over the period. Finally, with regard to the policy issue raised by UNDP as to whether countries should be allowed to submit stage II of HPMPs that lasted beyond 2020, he noted that several such projects were before the Committee for consideration at the present meeting. Another member said it was encouraging that business plans were more aligned with the indicative budget than in the recent past. Both members proposed that the adjustments to the business plan recommended by the Secretariat be accepted.

## 126. The Executive Committee <u>decided</u>:

- (a) To note the consolidated business plan of the Multilateral Fund for 2016–2018 contained in document UNEP/OzL.Pro/ExCom/75/21;
- (b) To adjust the business plan as proposed by the Secretariat in document UNEP/OzL.Pro/ExCom/75/21;
- (c) To further adjust the business plan by adding to the 2016 business plan the HCFC phase-out management plans (HPMPs) from the 2015 business plan that had been deferred at the 75<sup>th</sup> meeting;
- (d) To request bilateral and implementing agencies to include in their business plans project preparation for stage II of the HPMPs for Kenya and the Syrian Arab Republic; and

(e) To endorse the consolidated business plan of the Multilateral Fund for 2016–2018, as adjusted in sub-paragraphs (b) and (c) above, while noting that endorsement denoted neither approval of the projects identified therein nor their funding or tonnage levels.

(**Decision 75/22**)

## (b) Business plans of the bilateral and implementing agencies

### (i) Bilateral agencies

- 127. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/75/22, drawing particular attention to the fact that, even with the proposed adjustments by the Secretariat, the business plan submitted by the Government of Germany would possibly exceed 20 per cent of its contributions for the 2015–2017 replenishment period.
- 128. During the discussion, the importance of following the 20 per cent rule was stressed. In this particular case, there was a need to rationalize any new activities in the light of approvals and forward commitments at the current meeting. With regard to approvals in principle for the 2018–2020 triennium, it was pointed out that any limits on amounts should neither prejudge the level of funding available under the said triennium, nor hamper discretion to allocate funds once the replenishment had been approved.
- 129. Following the discussion, the Executive Committee decided:
  - (a) To note:
    - (i) The bilateral agencies' business plans for 2016–2018 submitted by the Governments of Germany and Italy contained in document UNEP/OzL.Pro/ExCom/75/22;
    - (ii) That further approvals after the 75<sup>th</sup> meeting under the 2015–2017 business plan for Germany should not exceed US \$1,018,810, and that at current replenishment levels, approvals in principle for the years 2018–2020 should not exceed US \$2,572,768; and
  - (b) To request the Government of Germany to indicate how it would rationalize its remaining new business plan activities amounting to US \$1.5 million in 2016 and 2017 taking into account approvals and forward commitments at the 75<sup>th</sup> meeting, and to report back to the 76<sup>th</sup> meeting.

(**Decision 75/23**)

#### (ii) UNDP

- 130. The representative of UNDP introduced document UNEP/OzL.Pro/ExCom/75/23, drawing attention to policy issues linked to stage II of HPMPs that went beyond the 2020 phase-out target, among other issues.
- 131. Regarding the approval of HPMPs that went beyond the 2020 phase-out target, one member highlighted the importance of taking a long-term view in order to minimize disruption arising from any changes in direction brought about by future decisions of the Parties to the Montreal Protocol.

- 132. The Executive Committee <u>decided</u>:
  - (a) To note the UNDP business plan for 2016–2018 contained in document UNEP/OzL.Pro/ExCom/75/23; and
  - (b) To approve the performance indicators for UNDP as set out in Annex VIII to the present report.

(**Decision 75/24**)

#### (iii) UNEP

- 133. The representative of UNEP introduced document UNEP/OzL.Pro/ExCom/75/24.
- 134. The Executive Committee decided:
  - (a) To note the UNEP business plan for 2016–2018 contained in document UNEP/OzL.Pro/ExCom/75/24; and
  - (b) To approve the performance indicators for UNEP as set out in Annex IX to the present report.

(**Decision 75/25**)

#### (iv) UNIDO

- 135. The representative of UNIDO introduced document UNEP/OzL.Pro/ExCom/75/25.
- 136. The Executive Committee decided:
  - (a) To note the UNIDO business plan for 2016–2018 contained in document UNEP/OzL.Pro/ExCom/75/25; and
  - (b) To approve the performance indicators for UNIDO as set out in Annex X to the present report.

(**Decision 75/26**)

#### (v) World Bank

- 137. The representative of the World Bank introduced document UNEP/OzL.Pro/ExCom/75/26, and withdrew its request for consideration of the policy issue linked to the proposed phase-out of HCFC-22 production lines that had previously been used to produce CFCs in swing plants, with respect to India.
- 138. Following the discussion, the Executive Committee <u>decided</u>:
  - (a) To note the World Bank business plan for 2016–2018 contained in document UNEP/OzL.Pro/ExCom/75/26; and
  - (b) To approve the performance indicators for the World Bank as set out in Annex XI to the present report.

(**Decision 75/27**)

#### AGENDA ITEM 8: PROJECT PROPOSALS

## (a) Overview of issues identified during project review

139. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/75/27, providing the breakdown of the number of projects and activities submitted to the 75<sup>th</sup> meeting and outlining the issues identified during project review, to be presented separately.

### Uncertainty on incremental operational costs in the foam sector

- 140. The representative of the Secretariat explained that during the review of a few stage II of the HPMPs submitted to the present meeting, the incremental operating costs for reduced HFO formulations in the foam sector could not be determined. The uncertainty regarding costs was driven primarily by: the unknown quantity of additional water that would be co-blown with the HFO; how the polyol formulation would be changed given the additional water; the quantity of polymeric methylene diphenyl diisocyanate (MDI) that would be needed for the formulation; and the ratio of blowing agent plus polyol to MDI. The Secretariat had also found that small changes in assumptions in the calculation of the incremental operational costs for foam conversions could have a major effect on the costs. It was therefore proposed that a document on the calculation of the incremental operating costs for the foam sector be prepared for consideration by the Executive Committee.
- 141. During the discussion, a number of concerns were raised regarding such a document. Some doubt was expressed as to whether the technology was mature enough, had been applied a sufficient number of times, and had enough users for a study to provide sufficient information. It was pointed out that the ideal way of obtaining information might be to conduct a field study, but that there was insufficient experience in the field to warrant one. The point was also made that a decision was required regarding which applications would be considered, and that a large range of reduced HFO formulations co-blown with water could be considered. It was also important to understand the source of the information that the Secretariat would use to draft the document if it were requested by the Executive Committee.
- 142. The representative of the Secretariat clarified that two proposals to introduce HFO as a blowing agent had already been received for the current meeting, and the Secretariat's lack of experience and data for calculating the incremental operating costs for projects involving reduced HFOs meant that the Secretariat had been unable to determine the associated costs. The basis for the proposed document would be a review of the scientific literature, with expert advice from an independent consultant. Another source of information could be the results of a limited number of projects in which the Multilateral Fund had funded systems houses in two or three Article 5 countries that used HFO for formulations in their products. One member also pointed out that, while the use of HFO blowing agents was an emerging technology, it was already in use in a number of multinational companies, and had been for at least two years. Therefore, some field data on foam density, dimensional stability and other foam properties could be gleaned from those companies. The representative of the Secretariat stated that the purpose of the proposed document would be to enable the Secretariat to learn as much as possible about calculating incremental operating costs for conversions to reduced HFO technology, while increasing its understanding of the factors involved, and ensuring transparency with regard to the principles underlying the said calculations.
- 143. It was suggested that one way forward could be to request the Secretariat to present terms of reference for the proposed document to the 76<sup>th</sup> meeting, to enable members to make an informed decision regarding the document's scope and content. It was pointed out, however, that waiting until the 76<sup>th</sup> meeting to negotiate terms of reference would be detrimental to consideration of stage II of the HPMPs of countries that might choose HFO technology.

- 144. The importance of transparency was stressed, as was the need to know more than just the costs. It was necessary to understand the impact that watering down a formulation would have on foam stability, for example. It was suggested that a comparison be carried out between the data on foam production using other blowing agents and the data on foam production using reduced HFO formulations. It was also suggested that it might be useful for the Secretariat to revisit the analysis of conversion costs of the foam sector, including both incremental operating costs and incremental capital costs, to update its findings from seven years ago.
- 145. The Chair convened an informal group to discuss the issue further in order to find suitable wording for a recommendation on how to proceed.
- 146. Following the report from the convenor of the informal group, the Executive Committee <u>decided</u> to request the Secretariat to prepare a document for consideration at the 76<sup>th</sup> meeting on the calculation of the incremental capital costs and incremental operating costs for foam sector alternatives, providing transparency and consistency in comparing the quality of foam produced for different applications and transparency on the sources of information, taking into account prices in different regions and the size of enterprises.

(**Decision 75/28**)

## Verification reports on LVC countries' compliance with their HPMP agreements in 2014

147. The representative of the Secretariat informed the Committee of an issue that had arisen in the context of the annual approval of funds for the preparation of consumption verification reports for a sample of LVC countries. The process had revealed that, although funds to undertake verification for Montenegro and Seychelles were being requested at the current meeting, the next funding tranches of the HPMPs for the two countries would be required in 2019 and 2025, respectively. Consequently, the Secretariat had advised UNIDO to remove the preparatory funding request for Montenegro from its work programme amendments for the current year and to submit it to the Committee at its last meeting of 2018. Given the importance of verifying the methodology for reporting HCFC consumption in Seychelles, particularly for the servicing of foreign-owned ships, it had been agreed with the Government of Germany that the verification of 2013 and 2014 consumption would be conducted immediately after approval of the tranche request at the 75<sup>th</sup> meeting, and that the Secretariat would report to the 76<sup>th</sup> meeting on the results of the verification.

## <u>Projects to demonstrate low-GWP technologies and feasibility studies on district cooling pursuant to decision 72/40</u>

- 148. The Executive Committee had before it, for its consideration, 11 proposals for projects to demonstrate low-GWP alternatives to HCFCs and two proposals for feasibility studies on district cooling, submitted by bilateral and implementing agencies further to decision 74/21. The representative of the Secretariat pointed out that, while the funding being requested at the 75<sup>th</sup> meeting was below the total funding envelope of US \$10 million provided for in decision 72/40, eight additional projects were due to be considered at the 76<sup>th</sup> meeting. As a result, the total amount of funding already approved, being or to be requested (including project preparation funding and agency support costs) surpassed the amount set aside for demonstration projects by approximately US \$3,800,000, not including the estimated cost of the West Asia regional project of US \$750,000 and three other projects where full costs were yet to be determined.
- 149. Following a discussion, the Executive Committee agreed to establish a contact group to consider the proposed demonstration projects and feasibility studies submitted to the current meeting, as well as the possibility of increasing the \$10 million available, bearing in mind the additional projects to be submitted to the 76<sup>th</sup> meeting. Subsequently, the convenor of the contact group reported back on the

group's deliberations. One representative reminded the implementing agencies that district cooling business models were expected to provide proposals that had sufficient collateral, future cash flow and a high probability of success to be acceptable to a lender for co-financing.

150. Noting with appreciation the Secretariat's analysis of the requests submitted for projects to demonstrate low-GWP technologies and feasibility studies on district cooling, the Executive Committee agreed to provide funding for two feasibility studies for district cooling as contained in the 2015 work programme amendments of UNEP and UNIDO and two projects to demonstrate low-GWP technologies in Colombia and Morocco. It agreed not to provide funding for preparation for a project to demonstrate low-GWP technologies in the Federated States of Micronesia. It also agreed to allow the resubmission to the 76<sup>th</sup> meeting of five demonstration project proposals for the foam sector (Colombia, Egypt, Saudi Arabia, South Africa and Thailand) and three demonstration project proposals for the RAC manufacturing sector (China, Saudi Arabia and West Asia) submitted to the 75<sup>th</sup> meeting, in addition to those that received project preparation funding at the 74<sup>th</sup> meeting.

## Projects and activities submitted for blanket approval

151. The representative of the Secretariat drew the Committee's attention to two issues related to the projects submitted for blanket approval, pertaining in particular to funding for national surveys on ODS alternatives. The first issue related to five countries (Cook Islands, Samoa, Senegal, Tonga and Vanuatu) for which, as requested by UNEP, the recommended funding was only half the amount that they were entitled to as they were to receive funding from another institution for similar surveys; however, the institution had since withdrawn the funding because assistance would be provided under the Multilateral Fund, leading UNEP to seek full funding for those countries. The second issue related to a request for funding for Grenada, which had been inadvertently omitted from UNEP's 2015 work programme amendments submission owing to technical problems.

## 152. The Executive Committee <u>decided</u>:

- (a) To approve the projects and activities submitted for blanket approval, as amended by the Secretariat, at the levels of funding indicated in Annex XII to the present report, together with the conditions or provisions included in the corresponding project evaluation documents and the conditions attached to the projects by the Executive Committee; and noting that the following Agreements had been updated:
  - (i) Between the Government of Angola and the Executive Committee, as contained in Annex XIII to the present report, to reflect the extension of stage I of the HCFC phase-out management plan from 2015 to 2016;
  - (ii) Between the Government of Côte d'Ivoire and the Executive Committee, as contained in Annex XIV to the present report, to reflect the change in agency support costs owing to the new administrative cost regime;
  - (iii) Between the Government of Nigeria and the Executive Committee, as contained in Annex XV to the present report to take account of the revision of the HCFC baseline for compliance; and
- (b) That, for projects related to renewal of institutional strengthening, blanket approval included approval of the observations to be communicated to recipient governments as contained in Annex XVI to the present report.

(**Decision 75/29**)

## (b) Bilateral cooperation

153. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/75/28.

Federated States of Micronesia: Preparation for a demonstration project for low-global warming potential (GWP) technologies performance in air-conditioning applications in the Federated States of Micronesia (Government of Japan)

154. In accordance with the recommendations of the contact group established under agenda item 8(a) to consider projects to demonstrate low-GWP technologies and feasibility studies on district cooling, the Executive Committee <u>decided</u> not to approve the request for funding for preparation for a demonstration project for low-global warming potential technologies performance in air-conditioning applications in the Federated States of Micronesia.

(**Decision 75/30**)

- 155. The Executive Committee <u>decided</u> to request the Treasurer to offset the costs of the bilateral projects approved at the 75<sup>th</sup> meeting as follows:
  - (a) US \$265,396 (including agency fees) against the balance of France's bilateral contribution for 2015;
  - (b) US \$3,675,936 (including agency fees) against the balance of Germany's bilateral contribution for 2015-2017;
  - (c) US \$282,500 (including agency fees) against the balance of the Italy's bilateral contribution for 2015; and
  - (d) US \$90,400 (including agency fees) against the balance of Japan's bilateral contribution for 2015.

(**Decision 75/31**)

## (c) Amendments to work programmes for 2015

## (i) UNDP

156. The Chair reminded the meeting that the funding requests in the 2015 work programme amendments of UNDP had already been approved as part of the list of projects for blanket approval (see agenda item 8(a), Overview of issues identified during project review, above, and the corresponding decision 75/29).

### (ii) UNEP

157. The Chair reminded the meeting that the funding requests in the 2015 work programme amendments of UNEP had already been approved as part of the list of projects for blanket approval (see agenda item 8(a), Overview of issues identified during project review, above, and the corresponding decision 75/29), except for a request for the preparation of a national survey on ODS alternatives and two requests for technical assistance for feasibility studies on district cooling. The feasibility studies on district cooling in Egypt and Kuwait, contained in document UNEP/OzL.Pro/ExCom/75/30, had been referred to the contact group on demonstration projects for low-GWP technologies for further consideration.

## Saudi Arabia: Survey of ODS alternatives at the national level

- 158. The representative of the Secretariat introduced a request for funding for preparation of a national survey on alternatives to ODS for Saudi Arabia, presented for individual consideration in line with decision 74/53(d). Responding to members' questions regarding the high level of funding requested, she said that the Secretariat had indicated to UNEP that funding for the Saudi Arabian survey should not be higher than the amount that had been approved at the 74<sup>th</sup> meeting for a country with similar HCFC baseline consumption. The representative of UNEP provided additional clarifications, stressing that Saudi Arabia was a large country with a large manufacturing sector and complex consumption, making activities related to the survey more costly. Furthermore, the funding level approved at the 74<sup>th</sup> meeting for a country with similar baseline consumption had taken into account complementary surveys conducted outside the Multilateral Fund, which was not the case for Saudi Arabia.
- 159. The Committee agreed to discuss the matter further in an informal group.
- 160. Following informal discussions, the Executive Committee <u>decided</u> to approve the request for funding the preparation of a national survey on ODS alternatives for Saudi Arabia in the amount of US \$190,000, plus agency support costs of US \$24,700.

(**Decision 75/32**)

## Egypt: Feasibility study for district cooling in New Cairo

161. In accordance with the recommendations of the contact group established under agenda item 8(a), Overview of issues identified during project review, to consider projects to demonstrate low-global-warming-potential technologies and feasibility studies on district cooling, the Executive Committee <u>decided</u> to approve the request for funding the feasibility study for district cooling in New Cairo, Egypt, which would include a business model, and the corresponding UNEP component, in the amount of US \$27,223, plus agency support costs of US \$3,539.

(**Decision 75/33**)

# Kuwait: Feasibility study comparing three not-in-kind technologies for use in central air-conditioning

162. In accordance with the recommendations of the contact group established under agenda item 8(a), Overview of issues identified during project review, to consider projects to demonstrate low-global-warming-potential technologies and feasibility studies on district cooling, the Executive Committee <u>decided</u> to approve the request for funding the feasibility study comparing three not-in-kind technologies for use in central air-conditioning in Kuwait, which would include a business model, and the corresponding UNEP component in the amount of US\$ 27,223, plus agency support costs of US \$3,539.

(**Decision 75/34**)

#### (iii) UNIDO

163. The Chair reminded the meeting that the funding requests in the 2015 work programme amendments of UNIDO had already been approved as part of the list of projects for blanket approval (see agenda item 8(a), Overview of issues identified during project review, above, and the corresponding decision 75/29), except for the two feasibility studies for district cooling in Egypt and Kuwait, contained in document UNEP/OzL.Pro/ExCom/75/31, which had been referred to the contact group on demonstration projects for low-GWP technologies for further consideration.

## Egypt: Feasibility study for district cooling in New Cairo, Egypt

164. In accordance with the recommendations of the contact group established under agenda item 8(a), Overview of issues identified during project review, to consider projects to demonstrate low-global-warming-potential technologies and feasibility studies on district cooling, the Executive Committee <u>decided</u> to approve the request for funding the feasibility study for district cooling in New Cairo, Egypt, which would include a business model, and the corresponding UNIDO component in the amount of US \$63,521 plus agency support costs of US \$5,717.

(**Decision 75/35**)

## Kuwait: Feasibility study comparing three not-in-kind technologies for use in central air-conditioning

165. In accordance with the recommendations of the contact group established under agenda item 8(a), Overview of issues identified during project review, to consider projects to demonstrate low-global-warming-potential technologies and feasibility studies on district cooling, the Executive Committee <u>decided</u> to approve the request for funding the feasibility study comparing three not-in-kind technologies for use in central air-conditioning in Kuwait, which would include a business model, and the corresponding UNIDO component in the amount of US \$63,521 plus agency support costs of US \$5,717.

(**Decision 75/36**)

### (iv) World Bank

166. The Chair reminded the meeting that the funding requests in the 2015 work programme amendments of the World Bank had already been approved as part of the list of projects for blanket approval (see agenda item 8(a), Overview of issues identified during project review, above, and the corresponding decision 75/29), except for the request for preparation funding for stage II of the HPPMP for China.

## <u>China: Preparation funding for stage II of the HCFC production phase-out management plan</u> (HPPMP)

- 167. The representative of the Secretariat noted that the World Bank had revised the costs for the consultant to prepare the demand analysis, resulting in a reduction of US \$49,610 from the level of funding originally requested. The World Bank had also confirmed that stage II of the HPPMP for China would be submitted to the Executive Committee no later than the first meeting in 2017.
- 168. One representative welcomed the reduction that had been achieved in the funding requested for stage I of the China HPPMP. He noted that the substantial work that had gone into the preparation of stage I of the HPPMP was still relevant, and the level of the overall funding for the entire HPPMP had essentially been previously agreed. He noted, however, that stage II of the HPPMP aimed to assist China to achieve the 2020 target of phasing out 35 per cent of HCFC production, from the baseline level, whereas it would be preferable for stage II to address the total phase-out of HCFC production in China, avoiding the need for a further request for funding for preparation of subsequent production sector plans.
- 169. The Executive Committee agreed to refer the matter to the Sub-group on the Production Sector for further consideration. The facilitator of the Sub-group reported back to the Executive Committee on the outcomes of the discussion on the matter.
- 170. In light of decisions 71/23(b) and (c) and 73/27(c)(ii)a, the Executive Committee <u>decided</u> to approve the request for project preparation for stage II of the HCFC production phase-out management

plan (HPPMP) for China at the level of funding of US \$254,650, plus agency support costs of US \$17,825, noting that the Government of China would be allowed to submit stage II of the HPPMP in 2016 together with a funding request for the approval of the first tranche of stage II not later than the first meeting of 2017, on the understanding that it would include a description of how stage II of the HPPMP would fit into the overarching production sector phase-out plan to 2030.

(**Decision 75/37**)

# (d) UNEP's Compliance Assistance Programme (CAP) budget for 2016

- 171. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/75/33/Rev.1, which contained the proposed 2016 budget for UNEP's CAP.
- 172. Several members expressed support and appreciation for the work being undertaken under the CAP. One member said that the support from UNEP through the CAP had been beneficial to Article 5 countries in assisting them to achieve compliance, and praised the strategic vision of the three-year rolling strategy for the triennium 2016–2018. He drew particular attention to the support for regional network meetings and the certification system for technicians. Another member said that the strategy looked both ambitious and realistic, but that the CAP team was expected to do more to assist Parties with serious compliance-related problems, especially LVC countries. He also expressed appreciation for the appointment of a P3 HPMP Officer for the Caribbean region.
- 173. On the matter of approval of the budget and activities for the CAP, there was some discussion of whether approval pertained to 2016 only or to the full triennium. The representative of the Secretariat said that the intention was for UNEP to request budget approval for the CAP for 2016 only at the current meeting, while approval for 2017 and 2018 would be requested at subsequent meetings. The representative of UNEP clarified the strategy of CAP for the triennium, the aim of which was to support implementation of long-term, scale-up programmes that took account of the challenges facing LVC countries in such areas as training and capacity-building for NOUs. While the budget approval request pertained to 2016 only, it would be useful to consider it in the context of the planned activities and overarching objectives of CAP for the triennium. One member maintained that the strategy should continue to give the Executive Committee the scope and flexibility to make adjustments to UNEP's work programme as the triennium progressed. Another member requested reporting on activities undertaken under the budget line 2308, "emerging needs", on an annual basis, as part of UNEP's annual request for the CAP budget.

#### 174. The Executive Committee decided:

- (a) To approve UNEP's Compliance Assistance Programme (CAP) activities and budget for 2016 in the amount of US \$9,540,000, plus agency support costs of 8 per cent, amounting to US \$763,200, contained in Annex XVII to the present report;
- (b) To note the 2016–2018 rolling strategy proposed by UNEP for its CAP and the approaches contained therein;
- (c) To request UNEP to continue to submit an annual work programme and budget for the CAP, including:
  - (i) Providing detailed information on the progress of the four new activities identified in the 2016 work programme where the global funds would be used until their completion;

- (ii) Extending the prioritization of funding between CAP budget lines so as to accommodate changing priorities, and to provide details on the reallocations made in its budget pursuant to decisions 47/24 and 50/26; and
- (iii) Reporting on the current staff post levels and informing the Executive Committee of any changes thereto, particularly in respect to any increased budget allocations.

(**Decision 75/38**)

#### (e) 2016 core unit costs for UNDP, UNIDO and the World Bank

175. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/75/34. Members suggested removing the part of the recommendation pertaining to the terms of reference for the review of the administrative cost regime and its core unit funding budget as it was redundant; the issue would be considered under agenda item 12.

### 176. The Executive Committee <u>decided</u>:

- (a) To note:
  - (i) The report on 2016 core unit costs for UNDP, UNIDO and the World Bank as presented in document UNEP/OzL.Pro/ExCom/75/34;
  - (ii) With appreciation, that the World Bank's core unit operation was again below its budgeted level and that it would be returning unused balances; and
- (b) To approve the requested core unit budgets for UNDP in the amount of US \$2,040,715, for UNIDO in the amount of US \$2,040,715, and for the World Bank in the amount of US \$1,725,000.

(**Decision 75/39**)

# (f) Investment projects

### Projects to demonstrate low-GWP technologies

<u>Colombia: Demonstration of R-290 (propane) as an alternative refrigerant in commercial air-conditioning manufacturing at Industrias Thermotar Itda</u> (UNDP)

177. In accordance with the recommendations of the contact group established under agenda item 8(a), Overview of issues identified during project review, to consider projects to demonstrate low-global-warming-potential technologies and feasibility studies on district cooling, the Executive Committee <u>decided</u> to approve the demonstration project for the use of R-290 (propane) as an alternative refrigerant in commercial air-conditioning manufacturing at Industrias Thermotar Itda in Colombia, in the amount of US \$500,000, plus agency support costs of US \$35,000 for UNDP; and to deduct 0.73 ODP tonnes of HCFC-22 from the remaining consumption eligible for funding.

(**Decision 75/40**)

Morocco: Demonstration of the use of low-cost pentane foaming technology for the conversion to non-ODS technologies in polyurethane foams at small and medium-sized enterprises (UNIDO)

178. In accordance with the recommendations of the contact group established under agenda item 8(a), Overview of issues identified during project review, to consider projects to demonstrate low-global-warming-potential technologies and feasibility studies on district cooling, the Executive Committee decided to approve the demonstration project on the use of low-cost pentane foaming technology for the conversion to non-ODS technologies in polyurethane foams at small and medium-sized enterprises in Morocco, in the amount of US \$280,500, plus agency support costs of US \$19,635 for UNIDO.

(**Decision 75/41**)

China: Demonstration project for an ammonia/carbon dioxide (NH<sub>3</sub>/CO<sub>2</sub>) refrigeration system using semi-hermetic frequency convertible screw refrigeration compressor units in the industrial and commercial refrigeration industry at Fujian Snowman Co., Ltd. (UNDP)

<u>Colombia</u>: <u>Demonstration project to validate the use of HFOs for discontinuous panels in</u> Article 5 parties through the development of cost-effective formulations (UNDP)

Egypt: Demonstration of low cost options for conversion to non-ODS technologies in polyurethane foams at very small users (UNDP)

Saudi Arabia: Demonstration project for the phase-out of HCFCs by using HFO as a foam blowing agent in spray foam applications in high-ambient temperatures (UNIDO)

<u>Saudi Arabia: Demonstration project at air-conditioning manufacturers to develop windows and packaged air-conditioners using lower GWP refrigerants</u> (World Bank)

South Africa: Demonstration project on the technical and economic advantages of vacuum assisted injection in a discontinuous panel plant retrofitted from HCFC-141b to pentane (UNIDO)

Thailand: Demonstration project at foam system houses to formulate pre-blended polyol for spray polyurethane foam applications using low-GWP blowing agent (World Bank)

Regional: West Asia: Demonstration project for promoting low-GWP refrigerants in high ambient temperature countries in West Asia (PRAHA-II) (UNEP/UNIDO)

- 179. In accordance with the recommendations of the contact group established under agenda item 8(a), Overview of issues identified during project review, to consider projects to demonstrate low-global-warming-potential technologies and feasibility studies on district cooling, the Executive Committee <u>decided</u> to defer consideration of the following projects to the 76<sup>th</sup> meeting:
  - (a) China: Demonstration project for an ammonia/carbon dioxide (NH<sub>3</sub>/CO<sub>2</sub>) refrigeration system using semi-hermetic frequency convertible screw refrigeration compressor units in the industrial and commercial refrigeration industry at Fujian Snowman Co., Ltd. (UNDP);
  - (b) Colombia: Demonstration project to validate the use of HFOs for discontinuous panels in Article 5 parties through the development of cost-effective formulations (UNDP);
  - (c) Egypt: Demonstration of low cost options for conversion to non-ODS technologies in polyurethane foams at very small users (UNDP);
  - (d) Saudi Arabia: Demonstration project for the phase-out of HCFCs by using HFO as a foam blowing agent in spray foam applications in high-ambient temperatures (UNIDO);

- (e) Saudi Arabia: Demonstration project at air-conditioning manufacturers to develop window and packaged air-conditioners using lower GWP refrigerants (World Bank);
- (f) South Africa: Demonstration project on the technical and economic advantages of vacuum assisted injection in a discontinuous panel plant retrofitted from HCFC-141b to pentane (UNIDO);
- (g) Thailand: Demonstration project at foam system houses to formulate pre-blended polyol for spray polyurethane foam applications using low-GWP blowing agent (World Bank); and
- (h) Regional: West Asia: Demonstration project for promoting low-GWP refrigerants in high ambient temperature countries in West Asia (PRAHA-II) (UNEP/UNIDO).

(**Decision 75/42**)

# **HPMP stage II**

Brazil: HCFC phase-out management plan stage II - first tranche (UNDP/UNIDO/Germany/Italy)

- 180. The representative of the Secretariat introduced documents UNEP/OzL.Pro/ExCom/75/40 and Add.1.
- 181. Several members welcomed the proposal for stage II of the HPMP for Brazil, expressing appreciation for its wide-ranging and ambitious scope covering a number of different sectors and enterprises, and its bold but sound strategy, with a focus on selection of low-GWP alternatives. One member said that it would be beneficial, as in other proposals, to request the country and implementing agencies, while implementing the project, to monitor the availability of low-GWP alternatives and to be flexible in adjusting the project accordingly.
- 182. Some members noted that the solution to the difficulties assessing the incremental cost of the conversion of the heat exchanger lines of the air-conditioning equipment to operate with R-290, as reflected in the recommendation, was unconventional, but creative and effective. Another member said that the option of the Government refunding money to the Multilateral Fund in the event of overestimation of the incremental operational costs for foam enterprises converting to HFOs reduced with water should be included in any decision on the matter.
- 183. On the Government's commitment under the stage II of the HPMP to meet the 35 per cent phase-out target in 2020, one member raised the generic issue of the discrepancy that often existed between the HCFC phase-out commitment and the actual reduction being funded. In the case of Brazil, for example, the assistance requested under stage II, added to that approved under stage I phase-out, would account for the reduction of 51 per cent of Brazil's baseline. It would be a positive trend, he said if governments committed to reductions commensurate with the level of funding approved.
- 184. Responding to the issues raised, the representative of the Secretariat said that projects in the RAC manufacturing sector had a variety of possibilities for implementation, including R-290, ammonia and carbon dioxide, requiring some flexibility of approach in implementing the project. The Secretariat would report on the matter of the incremental cost of the heat exchanger conversion to the Committee at its 76<sup>th</sup> meeting. Finally, he said that the Government of Brazil had expressed its openness to discuss further the matter of an extended phase-out commitment.
- 185. The Executive Committee agreed that an informal group of interested parties would convene with the representatives of UNDP, the Secretariat and the Government of Brazil to discuss matters relevant to the project, including the phase-out commitment of Brazil, the low-GWP alternatives in the RAC sector,

and incremental operating costs for enterprises converting to reduced-HFO formulations in the foam sector.

186. The representative of the Secretariat, reporting back on the discussions of the informal group, said that all matters had been resolved satisfactorily.

#### 187. The Executive Committee decided:

(a) To approve, in principle, stage II of the HCFC phase-out management plan (HPMP) for Brazil for the period 2015 to 2021 to reduce HCFC consumption by 45 per cent of the baseline, in the amount of US \$38,815,539, consisting of US \$16,770,000 plus agency support costs of US \$1,173,900 for UNDP; US \$11,216,697 plus agency support costs of US \$785,169 for UNIDO; US \$7,727,273 plus agency support costs of US \$860,000 for the Government of Germany; and US \$250,000 plus agency support costs of US \$32,500 for the Government of Italy;

#### (b) To note:

- (i) The commitment of the Government of Brazil to reduce HCFC consumption by 35 per cent of the baseline in 2020 and by 45 per cent of the baseline in 2021;
- (ii) The commitment of the Government of Brazil to issue a ban on imports and use of HCFC-141b for the polyurethane foam manufacturing sector and on imports and exports of HCFC-141b contained in imported pre-blended polyols by 1 January 2021;
- (iii) That UNDP would report the incremental operating costs incurred during the conversion to reduced-HFO formulations in the foam sector when requesting the second tranche of stage II of the HPMP on the understanding that, if the incremental operating costs were below US \$5.00 per kilogram, the Government of Brazil would return the associated funds to the Multilateral Fund;
- (c) To deduct 464.06 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding;
- (d) To approve the Agreement between the Government of Brazil and the Executive Committee for the reduction in consumption of HCFCs, in accordance with stage II of the HPMP contained in Annex XVIII to the present report;
- (e) To approve the first tranche of stage II of the HPMP for Brazil, and the corresponding 2015-2017 tranche implementation plans, in the amount of US \$7,107,717, consisting of US \$3,078,900 plus agency support costs of US \$215,523 for UNDP; US \$1,950,275 plus agency support costs of US \$136,519 for UNIDO; US \$1,299,386 plus agency support costs of US \$144,614 for the Government of Germany; and US \$250,000 plus agency support costs of US \$32,500 for the Government of Italy; and
- (f) To request the Secretariat to undertake additional work on the level of incremental costs for the conversion of heat exchangers manufacturing lines in enterprises converting to R-290 technology, to report to the Executive Committee at the 76<sup>th</sup> meeting, and to adjust the cost of stage II of the HPMP for Brazil, as appropriate, upon receipt of the submission of the request for the second tranche.

(**Decision 75/43**)

#### Colombia: HCFC phase-out management plan stage II - first tranche (UNDP/UNEP/Germany)

- 188. The representative of the Secretariat introduced documents UNEP/OzL.Pro/ExCom/75/42 and Add.1. The representative of Italy, on behalf of Germany, informed the meeting that, following discussions among countries prior to the present meeting, it had been decided that the request for the second tranche of stage II of the HPMP for Colombia would be submitted for consideration at the first meeting of the Executive Committee in 2018 instead of at its last meeting in 2017.
- 189. The Chair noted that there was some bracketed text in the recommendation and, at the suggestion of one member, said that informal discussions should be held to address the bracketed text.
- 190. Following those discussions, the meeting was informed that the Government of Colombia had committed to reduce HCFC consumption by 60 per cent of the baseline in 2020 and 65 per cent of the baseline in 2021. It was also agreed that the tranches of funding for stage II of the HPMP would be modified and that the total funding for stage II would be US \$5,221,481.

#### 191. The Executive Committee decided:

(a) To approve, in principle, stage II of the HCFC phase-out management plan (HPMP) for Colombia for the period 2015 to 2021 to reduce HCFC consumption by 65 per cent of the baseline, in the amount of US \$5,629,205, consisting of US \$4,503,481, plus agency support costs of US \$315,244 for UNDP, US \$175,000, plus agency support costs of US \$22,750 for UNEP, and US \$543,000, plus agency support costs of US \$69,730 for the Government of Germany;

#### (b) To note:

- (i) The commitment by the Government of Colombia to reduce HCFC consumption by 60 per cent of the baseline in 2020 and by 65 per cent of the baseline in 2021;
- (ii) That the Government of Colombia would ban the use of HCFC-141b in the fire protection sector by 31 December 2017;
- (iii) That the Government of Colombia would ban HCFC-141b in bulk and HCFC-141b contained in imported pre-blended polyols for all uses by 31 December 2020;
- (iv) That the Government of Colombia would ban the manufacture and import of packaged type and condensed air-conditioning equipment that used HCFC-22 with a cooling capacity of less than 5 tonnes by 31 December 2020;
- (v) That the Government of Colombia would ban the manufacture and import of split-system air-conditioning equipment that used HCFC-22 by 31 December 2022:
- (vi) That UNDP would report the incremental operating costs incurred during the conversion to reduced-HFO formulations in the foam sector when requesting the second tranche of stage II of the HPMP, on the understanding that if the incremental operating costs were below US \$2.13 per kilogram the Government of Colombia would return the associated funds to the Multilateral Fund;
- (c) To deduct 104.75 ODP tonnes of HCFC from the remaining consumption eligible for funding, including 12.3 ODP tonnes of HCFC-141b contained in exported pre-blended polyols, in accordance with decision 68/42(b);

- (d) To deduct a further 17.55 ODP tonnes of HCFC-141b from the remaining consumption eligible for funding;
- (e) To approve the Agreement between the Government of Colombia and the Executive Committee for the reduction in consumption of HCFCs, in accordance with stage II of the HPMP contained in Annex XIX to the present document; and
- (f) To approve the first tranche of stage II of the HPMP for Colombia, and the corresponding 2015-2018 tranche implementation plans, in the amount of US \$2,930,710, consisting of US \$2,342,591, plus agency support costs of US \$163,981 for UNDP, US \$50,000, plus agency support costs of US \$6,500 for UNEP, and US \$325,800, plus agency support costs of US \$41,838 for the Government of Germany.

(**Decision 75/44**)

#### Guyana: HCFC phase-out management plan stage II - first tranche (UNEP/UNDP)

- 192. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/75/47.
- 193. The Executive Committee <u>decided</u>:
  - (a) To note:
    - (i) The progress report on the implementation of the second and final tranche of stage I of the HCFC phase-out management plan (HPMP) for Guyana;
    - (ii) With appreciation the commitment by the Government of Guyana to accelerate the reduction in HCFC consumption, to achieve a reduction of 35 per cent of the baseline in 2020 and 97.5 per cent of the baseline in 2025, with a service tail of 2.5 per cent per annum until 2030;
  - (b) To approve:
    - (i) In principle, stage II of the HPMP for Guyana for the period 2015 to 2025 for complete phase-out of HCFC consumption (with a remaining service tail of 2.5 per cent of the baseline per annum until 2030), in the amount of US \$746,430 consisting of US \$242,500, plus agency support costs of US \$31,525 for UNEP; and US \$441,500, plus agency support costs of US \$30,905 for UNDP;
    - (ii) The Agreement between the Government of Guyana and the Executive Committee for the reduction in consumption of HCFCs, in accordance with stage II of the HPMP contained in Annex XX to the present report; and
    - (iii) The first tranche of stage II of the HPMP for Guyana, and the corresponding 2015–2018 tranche implementation plans, in the amount of US \$233,648, consisting of US \$55,500, plus agency support costs of US \$7,215 for UNEP, and US \$159,750, plus agency support costs of US \$11,183 for UNDP, on the understanding that, if Guyana were to decide to proceed with retrofits and associated servicing to flammable and toxic refrigerants in refrigeration and air-conditioning equipment originally designed for non-flammable substances, it would do so assuming all associated responsibilities and risks and only in accordance with the relevant standards and protocols.

(**Decision 75/45**)

# <u>Lebanon: HCFC phase-out management plan stage II - first tranche</u> (UNDP)

194. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/75/52 and said that the strategy was expected to achieve a reduction in HCFC consumption of 50 per cent of the baseline by 2020 and of 75 per cent of the baseline by 2025, resulting in the phase-out of 36.05 ODP tonnes. One member questioned whether additional tonnage, associated with technical assistance in the RAC sector, could be deducted from the remaining HCFC consumption under stage II of the HPMP. Following further consultations, it was agreed that the phase-out to be achieved through stage II would be increased to 36.65 ODP tonnes of HCFCs.

#### 195. The Executive Committee decided:

- (a) To approve, in principle, stage II of the HCFC phase-out management plan (HPMP) for Lebanon for the period 2015 to 2025 to reduce HCFC consumption by 75 per cent of its baseline, in the amount of US \$4,203,826, plus agency support costs of US \$294,268 for UNDP;
- (b) To note that the Government of Lebanon had committed to achieving a reduction in HCFC consumption of 18 per cent of its baseline by 2017, 50 per cent by 2020, and 75 per cent by 2025;
- (c) To note the commitment of the Government of Lebanon to issue a ban on imports of HCFC-141b in bulk and contained in imported pre-blended polyols by 1 January 2020, and of HCFC-22, except for servicing, by 1 January 2026;
- (d) To deduct 36.65 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding;
- (e) To approve the Agreement between the Government of Lebanon and the Executive Committee for the reduction in consumption of HCFCs, in accordance with stage II of the HPMP contained in Annex XXI to the present report; and
- (f) To approve the first tranche of stage II of the HPMP for Lebanon, and the corresponding 2015-2018 tranche implementation plan, in the amount of US \$2,410,000, plus agency support costs of US \$168,700 for UNDP.

(**Decision 75/46**)

# Oman: HCFC phase-out management plan stage II - first tranche (UNIDO/UNEP)

196. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/75/61 and said that the penalty clause in Appendix 7-A of the Agreement between the Government of Oman and the Executive Committee should be modified so that the amount of funding would be reduced by US \$180 per ODP kilogram of consumption rather than US \$134 per ODP kilogram of consumption, for each year in which the targets specified in the Agreement had not been met.

# 197. The Executive Committee <u>decided</u>:

- (a) To note:
  - (i) The progress report on the implementation of stage I of the HCFC phase-out management plan (HPMP) for Oman;

- (ii) The commitment by the Government of Oman to ban imports of HCFC-141b in bulk and contained in imported pre-blended polyols no later than 1 January 2017 and 1 January 2018, respectively;
- (b) To approve, in principle, stage II of the HPMP for Oman for the period 2015 to 2020 to reduce HCFC consumption by 35 per cent of its baseline, in the amount of US \$530,950, consisting of US \$285,000, plus agency support costs of US \$19,950 for UNIDO, and US \$200,000, plus agency support costs of US \$26,000 for UNEP;
- (c) To deduct 5.32 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding;
- (d) To approve the Agreement between the Government of Oman and the Executive Committee for the reduction in consumption of HCFCs, in accordance with stage II of the HPMP contained in Annex XXII to the present report; and
- (e) To approve the first tranche of stage II of the HPMP for Oman, and the corresponding 2015–2018 tranche implementation plans, in the amount of US \$324,405, consisting of US \$215,000, plus agency support costs of US \$15,050 for UNIDO, and US \$83,500, plus agency support costs of US \$10,855 for UNEP, on the understanding that no further funding would be approved for subsequent tranches of stage II of the HPMP for Oman until the ban on import of HCFC-141b in bulk and contained in pre-blended polyols had been issued.

(**Decision 75/47**)

#### Sudan (the): HCFC phase-out management plan stage II - first tranche (UNIDO)

- 198. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/75/67 and said that UNIDO had informed the Secretariat that the Government of Sudan had agreed to commit to a reduction of 75 per cent of the baseline by 2020.
- 199. One member noted that, in a number of cases, countries were requesting substantial resources in the first funding tranche of their HPMPs and expressed his concern that those countries, and the implementing agencies, might not be able to achieve disbursement of 20 per cent of the tranche before consideration of the request for the second tranche of funding by the Executive Committee. He hoped that the Government of Sudan and UNIDO would reach the 20 per cent disbursement threshold before 2018, to avoid any delays in approval of the second funding tranche.

### 200. The Executive Committee <u>decided</u>:

- (a) To note:
  - (i) The progress report on implementation of the second tranche of stage I of the HCFC phase-out management plan (HPMP) for Sudan;
  - (ii) The commitment by the Government of Sudan to ban imports of HCFC-141b in bulk by 1 January 2020, once conversion projects in the foam sector had been completed;
- (b) To approve in principle, stage II of the HPMP for Sudan for the period 2015 to 2020 to reduce HCFC consumption by 75 per cent of its baseline, in the amount of US \$2,750,729, plus agency support costs of US \$192,551 for UNIDO;

- (c) To deduct 31.34 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding;
- (d) To approve the Agreement between the Government of Sudan and the Executive Committee on the reduction in consumption of HCFCs, in accordance with stage II of the HPMP contained in Annex XXIII to the present report; and
- (e) To approve the first tranche of stage II of the HPMP for the Sudan, and the corresponding 2015-2019 tranche implementation plan, in the amount of US \$2,383,572, plus agency support costs of US \$166,850 for UNIDO, on the understanding that if Sudan were to decide to proceed with retrofits and associated servicing to flammable and toxic refrigerants in refrigeration and air-conditioning equipment originally designed for non-flammable substances, it would do so assuming all associated responsibilities and risks and only in accordance with the relevant standards and protocols.

(**Decision 75/48**)

# **HPMP** stage I

Botswana: HCFC phase-out management plan stage I - first tranche (UNEP/UNIDO)

- 201. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/75/39.
- 202. One member reiterated his concern at the large amounts of resources being requested in the first tranches of funding for the HPMP. He noted that for Botswana the request for funding in the first tranche amounted to 49 per cent of the total funding for the HPMP and he expressed the hope that the implementing agencies were ready to assist Botswana in achieving disbursement of 20 per cent of the tranche before 2018, so that there would be no delay in the consideration of the second tranche of funding.

#### 203. The Executive Committee decided:

- (a) To approve, in principle, stage I of the HCFC phase-out management plan (HPMP) for Botswana for the period 2015 to 2020 to reduce HCFC consumption by 35 per cent of the baseline, in the amount of US \$616,000, consisting of US \$280,000, plus agency support costs of US \$36,400 for UNEP, and US \$280,000, plus agency support costs of US \$19,600 for UNIDO;
- (b) To note that the Government of Botswana had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption the baseline of 11.0 ODP tonnes, calculated using the actual consumption of 11.0 ODP tonnes reported for both 2009 and 2010 under Article 7 of the Montreal Protocol;
- (c) To deduct 3.85 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption;
- (d) To approve the Agreement between the Government of Botswana and the Executive Committee for the reduction in consumption of HCFCs contained in Annex XXIV to the present report; and

(e) To approve the first tranche of stage I of the HPMP for Botswana, and the corresponding 2015-2017 tranche implementation plans, in the amount of US \$302,350, consisting of US \$135,000, plus agency support costs of US \$17,550 for UNEP, and US \$140,000, plus agency support costs of US \$9,800 for UNIDO.

(**Decision 75/49**)

# <u>Libya: HCFC phase-out management plan stage I - first tranche</u> (UNIDO)

- 204. The representative of the Secretariat introduced documents UNEP/OzL.Pro/ExCom/75/53 and Add.1.
- 205. Following remarks commending Libya's efforts, with the assistance of UNIDO, to find a path toward returning the country to compliance with the Montreal Protocol, the Executive Committee decided:
  - (a) To approve, in principle, stage I of the HCFC phase-out management plan (HPMP) for Libya for the period 2015 to 2018 to reduce HCFC consumption by 10 per cent of the baseline, in the amount of US \$1,908,843, plus agency support costs of US \$133,619 for UNIDO, on the understanding that approval was without prejudice to the operation of the Montreal Protocol's mechanism for addressing non-compliance;
  - (b) To note that the Government of Libya had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption the baseline of 118.38 ODP tonnes, calculated using actual consumption of 97.5 ODP tonnes and 139.3 ODP tonnes reported for 2009 and 2010, respectively, under Article 7 of the Montreal Protocol, and deducting 4.72 ODP tonnes imported for stockpiling, resulting in 113.66 ODP tonnes;
  - (c) To deduct 26.51 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption;
  - (d) To approve the Agreement between the Government of Libya and the Executive Committee for the reduction in consumption of HCFCs contained in Annex XXV to the present report; and
  - (e) To approve the first tranche of stage I of the HPMP for Libya, and the corresponding 2015-2018 tranche implementation plan, in the amount of US \$1,717,950, plus agency support costs of US \$120,257 for UNIDO.

(**Decision 75/50**)

#### **HPMP** tranche request

<u>Bahrain: HCFC phase-out management plan stage I – second tranche</u> (UNEP/UNIDO)

- 206. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/75/37.
- 207. The discussion shed light on the rationale for approving the tranche request on an exceptional basis. It was pointed out that the failure to meet the 20 per cent disbursement threshold for the previous tranche was the statistical outcome of rolling together the first tranche of the HPMP and the terminal phase-out management plan (TPMP). Excluding the funds from the TPMP, disbursements in the first tranche of the HPMP had in fact met the 20 per cent threshold. Added to this rationale was the concern that delaying approval of the second tranche would have consequences for implementation of the servicing sector component and potentially for compliance with the Montreal Protocol.

- 208. Following the discussion, the Executive Committee <u>decided</u>:
  - (a) To note the progress report on the implementation of the first tranche of stage I of the HCFC phase-out management plan (HPMP) in Bahrain; and
  - (b) To approve, on an exceptional basis, the second tranche of stage I of the HPMP for Bahrain, and the corresponding 2015-2016 tranche implementation plans, in the amount of US \$145,000, plus agency support costs of US \$18,850 for UNEP, on the understanding that the approved funds would not be transferred to UNEP until the disbursement of the first tranche had reached the 20 per cent disbursement threshold in line with paragraph 5(c) of the Agreement between the Government of Bahrain and the Executive Committee.

(**Decision 75/51**)

Bolivia (Plurinational State of): HCFC phase-out management plan stage I – third tranche (UNIDO)

- 209. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/75/38.
- 210. Following a comment welcoming the assistance provided by UNEP's CAP programme to enable the country to overcome reporting inconsistencies in previous years, members expressed the hope that improved reporting could be made sustainable over the long term.
- 211. The Executive Committee decided:
  - (a) To note:
    - (i) The progress report on the implementation of the second tranche of stage I of the HCFC phase-out management plan (HPMP) in the Plurinational State of Bolivia;
    - (ii) That the Agreement between the Government of the Plurinational State of Bolivia and the Executive Committee contained in Annex XXVI to the present report had been updated in paragraphs 9 and 10 and Appendices 2-A and 5-A to reflect the transfer of the lead implementing agency from the Government of Germany to UNIDO pursuant to decision 74/14(d) and in paragraph 16 to indicate that the Agreement superseded that reached at the 72<sup>nd</sup> meeting;
  - (b) To further note the challenges faced by the Plurinational State of Bolivia in reporting its consumption under Article 7 of the Montreal Protocol and under progress reports on implementation of the country programme and that:
    - (i) The Government of the Plurinational State of Bolivia would submit, for the years 2011, 2012 and 2013, revised data under Article 7 of the Montreal Protocol to the Ozone Secretariat, as well as under the country programme report to the Fund Secretariat, on the basis of the results of the verification report provided to the 75<sup>th</sup> meeting;
    - (ii) The Government would verify the HCFC consumption reported under Article 7 of the Montreal Protocol for 2009 and 2010 and that, if, as a result of that assessment, there was a change in the data reported, the Government would submit it to the Implementation Committee under the Non-compliance Procedure of the Montreal Protocol for consideration and would report the fact to the

- Executive Committee when submitting the request for the fourth tranche of the HPMP:
- (iii) The Government would also verify the 2007–2014 consumption of HCFC-141b contained in imported pre-blended polyols and, if needed, the data submitted under the country programme reporting would be updated accordingly;
- (iv) The UNEP Compliance Assistance Programme would assist the Government of the Plurinational State of Bolivia in strengthening its national institutions related to the implementation of the Montreal Protocol;
- (c) To request UNIDO to submit in its annual progress report the status of the implementation of work towards improving data reporting by the Government; and
- (d) To approve the third tranche of stage I of the HPMP for the Plurinational State of Bolivia, and the corresponding 2015–2018 tranche implementation plan, in the amount of US \$64,500, plus agency support costs of US \$5,805 for UNIDO, on the understanding that, if the Plurinational State of Bolivia were to decide to proceed with retrofits and associated servicing to flammable and toxic refrigerants in refrigeration and air-conditioning equipment originally designed for non-flammable substances, it would do so assuming all associated responsibilities and risks, and only in accordance with the relevant standards and protocols.

(**Decision 75/52**)

### Brazil: HCFC phase-out management plan stage I – fifth and last tranche (UNDP/Germany)

212. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/75/40 and clarified that the proposed recommendation included the deduction in funding associated with one foam enterprise that had been identified as non-eligible after approval of the HPMP. The Agreement between the Government and Brazil and the Executive Committee had been adjusted accordingly.

#### 213. The Executive Committee decided:

- (a) To note:
  - (i) The progress report on the implementation of the fourth tranche of stage I of the HCFC phase-out management plan of (HPMP) for Brazil;
  - (ii) That the Agreement between the Government of Brazil and the Executive Committee contained in Annex XXVII to the present report had been updated in Appendix 2-A to reflect the deduction of US \$179,300, plus agency support costs of US \$13,448 for UNDP, associated with the conversion of the foam enterprise Arinos, which had been identified as non-eligible for funding under the Multilateral Fund after approval of the HPMP, and to add paragraph 16 to indicate that the updated Agreement superseded that reached at the 64<sup>th</sup> meeting;
- (b) To request the Government of Brazil, UNDP and the Government of Germany to submit progress reports on the implementation of the work programme associated with the fifth and final tranche on a yearly basis until the completion of the project, verification reports until approval of stage II of the HPMP, and the project completion report to the final meeting of the Executive Committee in 2018;

- (c) To request UNDP to include in the progress report to be submitted to the 77<sup>th</sup> meeting a complete list of downstream foam enterprises assisted by the Multilateral Fund under stage I, including for each the HCFC-141b consumption phased out, the sub-sector, the baseline equipment and the technology adopted; and
- (d) To approve the fifth and final tranche of stage I of the HPMP for Brazil, and the corresponding 2016 tranche implementation plan, in the amount of US \$2,035,094, consisting of US \$1,470,700, plus agency support costs of US \$110,303 for UNDP, and US \$409,091, plus agency support cost of US \$45,000 for Germany.

(**Decision 75/53**)

<u>China: HCFC phase-out management plan stage I – fifth and last tranche</u> (UNDP/UNIDO/World Bank/Germany)

- 214. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/75/41.
- 215. During the discussion, a number of members commended China's efforts and expressed congratulations on its progress in implementing stage I of the HPMP across the various sectors. Clarification was requested on two issues. The first was linked to reporting and offsetting interest accrued on undisbursed tranche amounts. While appreciation was expressed for the reporting as such, a question was asked about why the interest amounts were low. One member said, however, that low interest amounts should not prevent approval of the request, given the overall progress of stage I of the HPMP for China and the fact that China was meeting the terms of its Agreement with the Executive Committee, and that she would contact China bilaterally to discuss the matter.
- 216. The second clarification was requested in relation to the conversion of a heat-pump production line as part of the project to convert production in the RAC sector to R-290. In the original Agreement between the Government of China and the Executive Committee, 18 production lines in the RAC sector were to be converted to R-290. Seventeen of those lines had already been converted according to the definition of the sector in the original Agreement, which covered equipment with cooling capacity lower than 14,000 watts (package air-conditioning, split-type air-conditioning, and multi-split RAC/room air-conditioning). The request to convert a heat-pump production line was being made in the context of China's increased use of heat pumps, and an initiative to improve air quality in China. This was highlighted as an important environmental initiative by the country. The view was expressed that, even though the conversion of heat pumps to R-290 was not in the original Agreement, it would be beneficial to have the necessary flexibility to adjust the project according to the evolving situation in China. Such an adjustment could be made on an exceptional basis.
- 217. In response to a question about the market for R-290 air-conditioning equipment in China, the representative of UNIDO said that, while market uptake had been slow, there was a green procurement initiative by the Government of China that would likely have an impact on market acceptance of R-290 equipment. Furthermore, market certification for R-290 equipment had just been obtained by a large number of enterprises, which likely heralded a breakthrough in market acceptance.
- 218. At the end of the discussion, the Chair congratulated China, noting both the challenge posed by the breadth of China's industry and the impact on other parts of the world of successful HPMP implementation in China, given the country's exports.
- 219. The Executive Committee then considered separately the sectors within the fifth and last tranche of stage of the HPMP.

China: HCFC phase out management plan (stage I) extruded polystyrene XPS foam sector (UNIDO/Germany)

### 220. The Executive Committee <u>decided</u>:

- (a) To note the progress report on the implementation of the fourth tranche of the extruded polystyrene (XPS) foam sector plan of stage I of the HCFC phase-out management plan (HPMP) for China;
- (b) To request the Government of China and UNIDO to submit progress reports on the implementation of the work programme associated with the final tranche on a yearly basis until the completion of the project, verification reports until approval of stage II, and the project completion report six months after the operational completion of the sector plan and no later than the final meeting of the Executive Committee in 2018;
- (c) To approve the fifth and final tranche of the XPS foam sector plan of stage I of the HPMP for China, and the corresponding 2016 tranche implementation plan, in the amount of US \$7,764,491 consisting of US \$6,733,000, plus agency support costs of US \$471,310 for UNIDO; and US \$500,000, plus agency support costs of US \$60,181 for the Government of Germany; and
- (d) To request the Treasurer to offset future transfers to UNIDO by US \$62,905, representing additional interest accrued by the Government of China up to 31 December 2014 from funds previously transferred for the implementation of the XPS foam sector plan for China, as per decision 69/24.

(**Decision 75/54**)

China: HCFC phase out management plan (stage I) polyurethane rigid (PU) foam sector (World Bank)

#### 221. The Executive Committee decided:

- (a) To note the progress report on the implementation of the fourth tranche of the polyurethane rigid (PU) foam sector plan of stage I of the HCFC phase-out management plan (HPMP) in China;
- (b) To request the Government of China and the World Bank to submit progress reports on the implementation of the work programme associated with the final tranche on a yearly basis until completion of the project, verification reports until approval of stage II, and the project completion report six months after the operational completion of the sector plan and no later than the final meeting of the Executive Committee in 2018;
- (c) To approve the fifth and final tranche of the PU foam sector plan of stage I of the HPMP for China, and the corresponding 2016 tranche implementation plan, in the amount of US \$10,950,000, plus agency support costs of US \$766,500 for the World Bank; and
- (d) To request the Treasurer to offset future transfers to the World Bank by US \$6,431, representing interest accrued by the Government of China up to 31 December 2014 from funds previously transferred for the implementation of the PU foam sector plan for China, as per decision 69/24.

(**Decision 75/55**)

China: HCFC phase out management plan (stage I) industrial and commercial refrigeration and air-conditioning (ICR) sector (UNDP)

# 222. The Executive Committee <u>decided</u>:

- (a) To note the progress report on the implementation of the fourth tranche of stage I of the industrial and commercial refrigeration and air-conditioning (ICR) sector plan for China;
- (b) To request the Government of China and UNDP to submit progress reports on the implementation of the work programme associated with the final tranche on a yearly basis until the completion of the project, verification reports until approval of stage II, and the project completion report six months after the operational completion of the sector plan and no later than the final meeting of the Executive Committee in 2019;
- (c) To approve the fifth and final tranche of stage I of the ICR sector plan for China, and the corresponding 2016 tranche implementation plan, in the amount of US \$9,150,000 plus agency support costs of US \$640,500 for UNDP; and
- (d) To request the Treasurer to offset future transfers to UNDP by US \$33,650, representing interest accrued by the Government of China up to 31 December 2014 from funds previously transferred for the implementation of the ICR sector plan as per decision 69/24.

(**Decision 75/56**)

<u>China: HCFC phase out management plan (stage I) room air-conditioning manufacturing (RAC) sector (UNIDO)</u>

#### 223. The Executive Committee decided:

- (a) To note the progress report on the implementation of the fourth tranche of the room air-conditioning manufacturing (RAC) sector plan of stage I of the HCFC phase-out management plan (HPMP) for China;
- (b) To request the Government of China and UNIDO to submit progress reports on the implementation of the work programme associated with the final tranche on a yearly basis until the completion of the project, verification reports until approval of stage II, and the project completion report six months after the operational completion of the sector plan and no later than the final meeting of the Executive Committee in 2019;
- (c) To approve the fifth and final tranche of the RAC sector plan of stage I of the HPMP for China, and the corresponding 2016 tranche implementation plan, in the amount of US \$11,250,000, plus agency support costs of US \$787,500 for UNIDO, noting that China had the flexibility to convert one heat-pump production line to R-290 on an exceptional basis; and
- (d) To request the Treasurer to offset future transfers to UNIDO by US \$94,424, representing interest accrued by the Government of China up to 31 December 2014 from funds previously transferred for the implementation of the RAC sector plan as per decision 69/24.

(**Decision 75/57**)

<u>Democratic People's Republic of Korea: HCFC phase-out management plan stage I – second tranche (UNIDO/UNEP)</u>

- 224. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/75/44.
- 225. One member noted with appreciation the efforts by UNEP and UNIDO to follow the approach outlined in decision 73/57 in implementing the first tranche and preparing the second tranche submission, particularly in terms of compliance with the resolutions of United Nations Security Council, the modality of disbursement, organizational structures and monitoring procedures, and, supported by another member, requested that the approach be maintained.

#### 226. The Executive Committee decided:

- (a) To note:
  - (i) The progress report on the implementation of the first tranche of stage I of the HCFC phase-out management plan (HPMP) in the Democratic People's Republic of Korea;
  - (ii) The request by the Government to transfer to UNIDO all the phase-out activities included in stage I of the HPMP that originally been intended for implementation by UNEP;
- (b) To request UNEP to return to the Multilateral Fund at the 76<sup>th</sup> meeting the balance remaining from the US \$43,500 plus agency support costs of US \$5,655 that had been approved in the first tranche of stage I of the HPMP;
- (c) To approve the transfer from UNEP to UNIDO of the balance remaining from the US \$43,500 in sub-paragraph (b) above, along with applicable agency support costs;
- (d) To further approve the transfer from UNEP to UNIDO of funding of US \$158,500, plus agency support costs of US \$11,095, approved in principle and associated with the second, third and fourth funding tranches of the HPMP;
- (e) To request the Secretariat to revise the Agreement between the Democratic People's Republic of Korea and the Executive Committee to reflect sub-paragraphs (b), (c) and (d) above, upon receipt of the request for funding for the third tranche of the HPMP;
- (f) To approve the second tranche of stage I of the HPMP for the Democratic People's Republic of Korea, and the corresponding 2016 tranche implementation plan, in the amount of US \$506,680, plus agency support costs of US \$35,468 for UNIDO; and
- (g) To request UNIDO when submitting and implementing future tranches of the HPMP, to follow an approach similar to that taken for the first and second tranches of stage I of the HPMP for the Democratic People's Republic of Korea in terms of compliance with the resolutions of United Nations Security Council, the modality of disbursement, organizational structures and monitoring procedures.

**(Decision 75/58)** 

<u>Guatemala: HCFC phase-out management plan stage I – third tranche</u> (UNIDO/UNEP)

227. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/75/46.

- 228. Members expressed their appreciation for efforts made by Guatemala to return to compliance, recognizing that the country's challenges were attributable to changes in the Government. It was noted that Guatemala had previously been in non-compliance with its Agreements. One member, supported by another, proposed a penalty of 15 per cent of the amount of the third tranche since the penalty was substantial and would likely stymie the country's compliance efforts. Others, however, felt that imposing a penalty might not be the right approach and asked for more information on what had led to Guatemala's non-compliance. Members agreed to hold informal discussions to determine the best way both to address the verified non-compliance in 2013 and to support Guatemala's efforts to continue its progress toward full compliance with its obligations.
- 229. Following informal discussions, the Executive Committee decided:
  - (a) To note:
    - (i) The progress report on the implementation of the second tranche of stage I of the HCFC phase-out management plan of (HPMP) for Guatemala;
    - (ii) The verification report on HCFC consumption for Guatemala in the years 2013 and 2014;
    - (iii) That in decision XXVI/16, the Twenty-Sixth Meeting of the Parties had noted with appreciation the submission by Guatemala of a plan of action, under which the country had specifically committed, without prejudice to the operation of the financial mechanism of the Montreal Protocol, to reduce its consumption of HCFC to no more than 4.35 ODP tonnes in 2014 and to the levels allowed under the Montreal Protocol in 2015 and subsequent years, and that to the degree that it was working towards and meeting the Protocol control measures, Guatemala should continue to receive international assistance to enable it to meet those commitments;
    - (iv) That the Government of Guatemala had established an import quota of 4.35 ODP tonnes for 2014, in line with decision XXVI/16, and has issued HCFC import quotas in accordance with the Montreal Protocol control targets in 2015;
  - (b) To approve the third tranche of stage I of the HPMP for Guatemala, and the corresponding 2016–2018 tranche implementation plans, in the amount of US \$108,658, consisting of US \$53,775, plus agency support costs of US \$4,033 for UNIDO, and US \$45,000, plus agency support costs of US \$5,850 for UNEP, on the understanding that:
    - (i) If Guatemala were to decide to proceed with retrofits and associated servicing to flammable and toxic refrigerants in refrigeration and air-conditioning equipment originally designed for non-flammable substances, it would do so assuming all associated responsibilities and risks, and only in accordance with the relevant standards and protocols;
    - (ii) The Treasurer would not disburse the funding for UNEP until the Secretariat had received confirmation that the agreement between the Division of International Cooperation of the Ministry of Environment of Guatemala and UNEP had been signed; and

(c) To apply a penalty of 15 per cent of funding of the third tranche resulting in an amount of US \$16,742, consisting of US \$14,816 plus agency support costs of US \$1,926 to be deducted from the UNEP component indicated in sub-paragraph (b) above.

(**Decision 75/59**)

<u>Indonesia: HCFC phase-out management plan stage I – third tranche</u> (UNDP/UNIDO/World Bank/Australia)

- 230. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/75/49. He indicated that several RAC enterprises included in the HPMP had decided to convert to high-GWP refrigerants without funding from the Multilateral Fund, resulting in US \$3.2 million in savings. The Government was proposing to use US \$3,050,000 for activities in the servicing sector, which would result in additional phase-out of HCFC-22.
- 231. He further indicated that several enterprises in the foam sector included in the HPMP were concerned about the proposed conversion to the alternative blowing agent. Accordingly, the Government of Indonesia was proposing to redirect approximately US \$200,000 to purchase equipment to customize HFC-245fa formulations and research the use of water-blown formulations by one or two systems houses.
- 232. In order to assist members in assessing the issues, the Secretariat had provided two options for the Committee's consideration. Option 1 would return the savings associated with the RAC enterprises that decided to withdraw from the project, as well as the funds associated with the foam enterprises that had not yet committed to converting to the agreed technology, noting that the Government could submit a proposal for stage II of the HPMP as early as the 76<sup>th</sup> meeting. Option 2 would approve the reallocations as proposed by the Government of Indonesia.
- 233. Following discussions with interested members, the representative of the Secretariat reported that UNDP, as the lead implementing agency, had consulted with the Government of Indonesia, which had decided to withdraw its request for funding for the third tranche.

Jordan: HCFC phase-out management plan stage I – second tranche (UNIDO/World Bank)

- 234. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/75/50.
- 235. One member said that one of the manufacturing enterprises identified for the installation of equipment for phase-out had filed for bankruptcy, but was likely to become operational again in the near future. The representative of the Secretariat clarified that the Executive Committee had decided, by a previous decision, that a country could reapply for assistance from the Multilateral Fund for a project that had been cancelled for certain reasons at a level of funding no greater than previously approved, following a new decision to be taken on a case-by-case basis. Such a reapplication could take place only after a period of two years.
- 236. The Executive Committee <u>decided</u>:
  - (a) To note the progress report on the implementation of the first tranche of stage I of the HCFC phase-out management plan (HPMP) for Jordan;
  - (b) To further note:
    - (i) That the Middle East Complex for Engineering, Electronics and Heavy Industries PLC (MEC) would not participate in stage I of the HPMP;

- (ii) That the Agreement between the Government of Jordan and the Executive Committee contained in Annex XXVIII to the present report had been updated in Appendix 2-A to reflect the revised funding level, and to add paragraph 16 to indicate that the updated Agreement superseded that reached at the 65<sup>th</sup> meeting;
- (iii) The return by the World Bank of US \$89,800, plus agency support costs of US \$6,735, to the Multilateral Fund at its 75<sup>th</sup> meeting;
- (c) To request the Government of Jordan, UNIDO and the World Bank to submit progress reports on the implementation of the work programme associated with the second and final tranche on a yearly basis until the completion of the project, verification reports until approval of stage II, and the project completion report no later than the first meeting of the Executive Committee in 2018;
- (d) That the Government of Jordan could submit a funding request for stage II of the HPMP as early as the 76<sup>th</sup> meeting; and
- (e) To approve the second and final tranche of stage I of the HPMP for Jordan, and the corresponding 2015–2017 tranche implementation plans, in the amount US \$22,184, plus agency support costs of US \$1,997 for UNIDO.

(**Decision 75/60**)

Malaysia: HCFC phase-out management plan stage I – third tranche (UNDP)

- 237. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/75/54.
- 238. One member expressed support for the activities under the third tranche of stage I, including the focus on training that would result in additional ODS reduction in conformity of the ongoing activities in the country with the alternative technologies currently available, and that would assist implementation in the refrigeration servicing sector during stage II.
- 239. The Executive Committee decided:
  - (a) To note:
    - (i) The progress report on the implementation of the second tranche of stage I of the HCFC phase-out management plan (HPMP) in Malaysia;
    - (ii) With appreciation, that the foam sector plan included in stage I of the HPMP had been completed, resulting in the phase-out of 94.60 ODP tonnes, and at a lower cost than as originally approved, resulting in savings of US \$722,952;
  - (b) To approve the revised work plan submitted by the Government of Malaysia, in line with paragraph 7(a) of the Agreement between the Government and the Executive Committee concerning major changes in the use of the approved funds, and revisions to the activities for remaining tranches;
  - (c) To deduct 8.83 ODP tonnes from the remaining consumption of HCFC-22 eligible for funding to be associated with the activities contained in the revised work plan;
  - (d) To note that the Agreement between the Government of Malaysia and the Executive Committee contained in Annex XXIX to the present report had been updated in Appendix 2-A to reflect the additional reduction in HCFC-22 agreed in sub-paragraph (c)

- above, and to add paragraph 16 to indicate that the updated Agreement superseded that reached at the 65<sup>th</sup> meeting; and
- (e) To approve the third tranche of stage I of the HPMP for Malaysia, and the corresponding 2016 tranche implementation plan in the amount of US \$817,452, plus agency support costs of US \$61,309 for UNDP.

(**Decision 75/61**)

Maldives: HCFC phase-out management plan – third tranche (UNEP/UNDP)

- 240. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/75/55.
- 241. A number of members expressed their understanding of the challenges faced by Maldives in identifying the best technology options for retrofitting existing equipment for fishing vessels and on-shore packing operations, and noted the conversion, as an interim solution, from HCFC-22 to R-438A, despite the latter's higher GWP. Some members praised Maldives for continuing to adhere to its ambitious phase-out schedule. Several members urged the Government of Maldives and the implementing agencies to identify a long-term solution as soon as possible. One representative questioned whether the industry could be sustained with recycled HCFC-22 until a longer-term substitute could be identified.
- 242. In response to a question as to whether there was a real need to address the Maldives fisheries sector at the present time, the representative of the Secretariat said that Maldives had put in place strong regulatory measures for HCFC-22 and needed to take action in the fisheries sector, which accounted for 20 per cent of HCFC-22 consumption, to remain in compliance. The country had attempted to use recycled HCFC-22 in the sector, but insufficient supplies were available. Some representatives said that the solution adopted should not be viewed as a precedent for other similar proposals from other countries for conversions in the fisheries sector. One representative suggested that the implementing agency report back to the Executive Committee on a regular basis on the status of the use of R-438A as an interim solution and the progress being made in the search for alternatives.

#### 243. The Executive Committee decided:

- (a) To note:
  - (i) The progress report on the implementation of the second tranche of the HCFC phase-out management plan (HPMP) in Maldives;
  - (ii) That equipment used by some enterprises in the fisheries sector had been retrofitted to R-438A as an alternative refrigerant on an interim basis;
  - (iii) That those enterprises would, at their own cost, convert to an alternative with low-global warming potential (GWP) when it was commercially available and technically feasible;
- (b) To request UNDP to continue assisting the Government of Maldives during implementation of its HPMP in identifying low-GWP alternatives for the fisheries sector;
- (c) To request UNDP to report to the Executive Committee, at the first meeting in 2017 and every year thereafter until another technology with a low-GWP had been fully introduced, on the status of use of the interim technology selected by the Government, including the availability of low-GWP refrigerants in the market and the potential use of recycled HCFC-22 from the recovery and recycling component of the HPMP, with a review by the Secretariat of the selected approach in 2019; and

(d) To approve the third tranche of the HPMP for Maldives, and the corresponding 2016-2017 tranche implementation plans, in the amount of US \$100,660, plus agency support costs of US \$13,086 for UNEP.

(**Decision 75/62**)

Peru: HCFC phase-out management plan stage I – second tranche (UNDP/UNEP)

- 244. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/75/62.
- 245. A number of members expressed concern at the significant delays in implementation of the project and sought assurance both that the previously approved activities would be completed, and that the forthcoming set of activities would be implemented on time. He also said that UNDP, as the lead implementing agency, had explained the reasons for the delay, and had given assurance that country-level conditions were now more favourable to implementation of the HPMP. Training had already commenced, and the formulation of the national action plan was conducive to the timely delivery of all outputs. The representative of UNDP confirmed that institutional changes at ministry level would facilitate project implementation.
- 246. Some members said that approval of future tranches of stage I should not be dependent upon the clearance from customs of the equipment procured by UNIDO during the implementation of the TPMP, which would not assist the country's compliance efforts. The representative of the Secretariat said that the HPMP was an extension of the TPMP and utilized equipment from it, so it was important to ensure that equipment held up in customs was released in order to facilitate proper implementation of the HPMP. He also said that there was a precedent in decision 26/3, which had urged Article 5 countries to expedite customs clearance procedures and required the implementing agencies to explain steps taken to prevent customs clearance problems in future project proposals. One member said that the concerns of some members could be addressed by noting the issues encountered in clearance of the equipment by customs, rather than making that clearance a provision for the release of future funding.
- 247. One member said that it would be more appropriate to increase the country's commitment, as per the proposal by the Secretariat, during the submission of a new stage rather than during the implementation phase.
- 248. The Executive Committee <u>decided</u>:
  - (a) To note:
    - (i) The progress report on the implementation of the first tranche of stage I of the HCFC phase-out management plan (HPMP) in Peru;
    - (ii) The submission of a revised plan of action for the implementation of the remaining activities under the first and second tranches of the HPMP;
    - (iii) With concern that the Government of Peru had been unable to establish a ban on imports of HCFC-141b in bulk by 1 January 2015 in line with decision 68/35(c), but had committed to do so by 1 January 2017;
    - (iv) The issues encountered in the clearance by customs of equipment procured by UNIDO during the implementation of the terminal phase-out management plan, while encouraging the Government of Peru and the relevant implementing agencies to facilitate the clearance of that equipment from customs and distribution to the training centres, recalling that if customs duties were required

- to release the equipment, such duties would be covered by the beneficiary or the Government, in line with decision 26/3;
- (v) That the Agreement between the Government of Peru and the Executive Committee contained in Annex XXX to the present report had been updated in paragraph 1 and Appendices 2-A and 8-A to reflect the extension of stage I of the HPMP until 2016, and to add paragraph 16 to indicate that the updated Agreement superseded that reached at the 68<sup>th</sup> meeting;
- (b) To approve the second tranche of stage I of the HPMP for Peru and the revised 2015-2016 tranche implementation plans, in the amount of US \$131,600, consisting of US \$100,000, plus agency support costs of US \$9,000 for UNDP, and US \$20,000, plus agency support costs of US \$2,600 for UNEP, on the understanding that no further funding would be approved for subsequent tranches of stage I or stage II of the HPMP for Peru until:
  - (i) The Government of Peru had reported, through UNDP, that all the outputs agreed in the revised plan of action for the second tranche as reflected in Appendix 8-A of the Agreement had been completed; and
  - (ii) Assurances had been provided by the Government of Peru that imports of HCFC-141b in bulk would be banned from 1 January 2017.

(**Decision 75/63**)

#### Saudi Arabia: HCFC phase-out management plan stage I – third tranche (UNIDO/UNEP)

- 249. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/75/64.
- 250. While several members expressed their support for approving funding for the project, there was some uncertainty as to the status of the agreement between the Government of Saudi Arabia and UNEP. The representative of UNEP said that the agreement between the Government and UNEP had been signed by the Government, but some changes had been requested, so the final draft of the agreement had not been approved and signed by all those concerned. The representative of UNIDO outlined additional problems related to delays in customs clearance for equipment and the associated demurrage charges, but confirmed that the equipment had now been released. On the matter of making approval of the third tranche of stage I of the HPMP dependent upon the signature of the agreement by UNEP and the Government of Saudi Arabia, the representative of the Secretariat said that there were precedents for making approval of a tranche conditional upon a particular action or receipt of particular information. The representative of the Secretariat also confirmed that a request for a fourth tranche of funding previously submitted had been withdrawn, given the delays associated with the implementation of the HPMP, so only the third tranche was being considered.

#### 251. The Executive Committee decided:

- (a) To note:
  - (i) The progress report on the implementation of the second tranche of stage I of the HCFC phase-out management plan (HPMP) in Saudi Arabia;
  - (ii) With concern, the delay of more than one year in the customs clearance of equipment for Saptex, HESCO and SPF, the associated demurrage fees, and the corresponding delay in implementation of the conversion of those enterprises,

- despite decisions 22/5(b) and 26/3(a), which urged all recipient Governments operating under Article 5 to expedite customs clearance and to refrain from levying any taxes or duties;
- (iii) The new arrangement established by UNIDO in consultation with the Government of Saudi Arabia whereby enterprises would pay the import duty on guarantee, and would claim it back from customs after the release of the equipment and completion of the required paperwork, thereby ensuring that the customs clearance process would be smooth and the potential for any demurrage cost would be minimized:
- (b) Not to approve any further funding for activities under subsequent tranches of stage I of the HPMP until assurances had been provided by the Government of Saudi Arabia or by UNEP and UNIDO that the problems with customs clearance had been resolved, and that, in cases where customs duties were required to release shipments purchased with Multilateral Fund funding, such duties would be covered from other sources outside the Multilateral Fund;
- (c) To urge the finalization of the agreement between the Presidency for Meteorology and Environment and UNEP so that the activities addressing HCFC consumption in the servicing sector could commence; and
- (d) To approve the third tranche of stage I of the HPMP for Saudi Arabia, and the corresponding 2015–2016 tranche implementation plan, in the amount of US \$1,200,000, plus agency support costs of US \$84,000 for UNIDO, on the understanding that the approved funds would not be transferred to UNIDO until the agreement between the Presidency for Meteorology and Environment and UNEP had been finalized and signed.

(**Decision 75/64**)

 $\underline{\text{Venezuela (Bolivarian Republic of): HCFC phase-out management plan stage I-fourth and final } \underline{\text{tranche}} \text{ (UNIDO/UNEP)}$ 

- 252. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/75/73.
- 253. In response to a question, the representative of UNIDO confirmed that the reference to trials and testing of hydrocarbons as alternatives to HCFC-22 was not related to retrofits.
- 254. The Executive Committee decided:
  - (a) To note:
    - (i) The progress report on the implementation of the third tranche of stage I of the HCFC phase-out management plan (HPMP) in the Bolivarian Republic of Venezuela;
    - (ii) The return of US \$111,754 plus agency support costs of US \$14,528 by UNEP associated with the balances available from the first three tranches to the 75<sup>th</sup> meeting;
  - (b) To approve the transfer of US \$111,754, plus agency support costs of US \$8,381 from UNEP to UNIDO associated with the balances available from the first three tranches approved for UNEP, for the implementation of activities contained in the revised 2015-2016 tranche implementation plans;

- (c) To note that the Agreement between the Government of the Bolivarian Republic of Venezuela and the Executive Committee contained in Annex XXXI to the present report had been updated in Appendix 2-A to reflect the changes in the funding distribution resulting from the transfer of activities from UNEP to UNIDO, and to add paragraph 16 to indicate that the updated Agreement superseded that reached at the 67<sup>th</sup> meeting;
- (d) To request the Government of the Bolivarian Republic of Venezuela and UNIDO to submit:
  - (i) The project completion report on stage I of the HPMP to the final meeting of the Executive Committee in 2017:
  - (ii) A verification report on the country's HCFC consumption in 2015, when submitting stage II of the HPMP for consideration by the Executive Committee; and
- (e) To approve the fourth and final tranche of stage I of the HPMP for the Bolivarian Republic of Venezuela, and the corresponding 2015-2016 tranche implementation plan, in the amount of US \$189,000, plus agency support costs of US \$14,175 for UNIDO, on the understanding that if the Bolivarian Republic of Venezuela were to decide to proceed with retrofits and associated servicing to flammable and toxic refrigerants in refrigeration and air-conditioning equipment originally designed for non-flammable substances, it would do so assuming all associated responsibilities and risks and only in accordance with the relevant standards and protocols.

(**Decision 75/65**)

#### Viet Nam: Stage I – third tranche (the World Bank)

- 255. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/75/74 and explained that two options were before the Executive Committee for dealing with the fact that one of the enterprises to be converted in stage I had gone out of business. The first option, preferred by the country, was to substitute another enterprise previously overlooked at the time of preparation of the HPMP and to calculate that enterprise's HCFC consumption as though it had been part of project preparation from the original submission of the HPMP. The Secretariat considered that the consumption of the new enterprise should be calculated on the basis of either the last year, or the average of the three years immediately preceding project preparation, in line with the decision adopted by the Committee at its 16<sup>th</sup> meeting. However, the Government did not wish to follow this approach. Therefore, the second option involved returning the funds associated with the enterprise that had gone out of business to the Multilateral Fund.
- 256. During the discussion, one member pointed out that an enterprise had gone out of business and another enterprise would replace it if the substitution option were allowed as part of a sector plan, and therefore the eligible consumption for the new enterprise should not be calculated as though a new project were beginning. The enterprise that would be included would phase out quickly, and there would be no major changes to the original plan other than the enterprise substitution, if approved. This would enable the Executive Committee to show its flexibility in assisting countries to phase out HCFCs.
- 257. Other members said that it was not necessarily unusual for an enterprise earmarked for conversion to go out of business, and in such cases the funds associated with that enterprise were returned to the Multilateral Fund. The importance of adhering to the guidelines that the Executive Committee had established in its decisions was also stressed. It was pointed out in response that, in establishing HPMPs, the defining factor was the country's consumption, not the consumption associated with a specific enterprise.

- 258. The representative of the Secretariat clarified that the enterprise that had gone out of business had not gone bankrupt, but had rather simply changed its line of business and no longer consumed HCFC-141b.
- 259. The representative of the World Bank clarified that 2009 was the baseline year for the foam sector, which was why it was being proposed as the base year for calculating the eligible consumption for the enterprise to be included. He also explained that the enterprise had been eligible at the time of preparation of the HPMP in 2009, but had been overlooked as a result of the complexity of conducting an HCFC survey at the very beginning of an HPMP, before an import and export tracking system was in place. Furthermore, the 12 enterprises included in the sector plan from the beginning were just a sub-section of the country's 66 enterprises, which was an argument for allowing the flexibility to substitute one enterprise for another.
- 260. The Chair convened an informal group to continue discussing the two options included in the document presented by the Secretariat and report back to the Executive Committee. Following the discussion in the informal group, the representative of the Secretariat reported that the World Bank had consulted with the Government of Viet Nam, which had decided to withdraw its request.

# AGENDA ITEM 9: TEMPLATE FOR DRAFT AGREEMENTS FOR STAGE II OF HCFC PHASE-OUT MANAGEMENT PLANS (decision 73/33(c))

- 261. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/75/76.
- 262. During the discussion, several members requested clarifications regarding what had been changed from the previous template, and others asked about the rationale behind the changes. There were also specific questions and concerns relating to individual sections of the proposed template.
- 263. The representative of the Secretariat pointed out that the proposed template for stage II agreements submitted to the 75<sup>th</sup> meeting was based on the template that was considered by the Committee at its 73<sup>rd</sup> meeting which was prepared in the context of stage II of the HPMP for Mexico. He mentioned that such template introduced changes to the template for stage I to address situations where the stages overlapped, while a modification of the penalty clause and a new paragraph 5(e) constituted the only substantive adjustments to the present document. Furthermore, the template contained a broad range of clauses so as to cover all situations, but certain clauses would be included as required. He cited paragraph 7(e) as an example of one such clause.
- 264. Paragraph 5(e) was of particular concern. Some members said that the financial completion of stage I and the return of any related balance could take more than a year, and making that a condition of future stage II tranches could delay the release of funds and put countries at risk of non-compliance. The representative of the Secretariat explained that the provision was intended to minimize overlap between stages and to ensure that financial closure of stage I was completed expeditiously once the activities had ended, but that the Secretariat was open to alternative suggestions on how to achieve that.
- 265. One member suggested that the template could consist of a simple, streamlined agreement with an annex containing standard formulations of optional clauses, which would make it easier to have agreements approved by countries' legal departments. Noting that for templates already approved by the Committee the implementing agencies were provided with agreements containing coloured optional clauses, one member asked whether the Secretariat could produce a version of the present template with the optional clauses in colour.
- 266. Responding to other questions and comments, the representative of the Secretariat said, *inter alia*, that paragraph 7(d) was unchanged from stage I agreements and was in keeping with the guidelines of the Committee; paragraph 8 on the servicing sector was based on decision 72/41, the latest decision for the

servicing sector, and only encouraged countries to take the actions described without generating any new obligations; Appendix 5-A was not incomplete, but was normally filled out by the implementing agencies and the country on the basis of the monitoring assistance they considered suitable; and the penalty clause in Appendix 7-A had been amended to cap the penalty applicable to the funding tranche submitted for approval.

- 267. During the discussion, one member, supported by another, introduced a proposal for an additional standard clause on consideration of alternatives already used in several stage I agreements, and another introduced a proposal for language to include consideration of not-in-kind technologies in paragraph 8 of the template.
- 268. The information on the basis for changes made to the document was posted on the Multilateral Fund website during the course of the meeting to provide members with a basis for submitting comments on the document during the intersessional period.
- 269. The Executive Committee <u>decided</u> to request the Secretariat to resubmit the draft template Agreement for stage II of HCFC phase-out management plans for consideration at the 76<sup>th</sup> meeting, taking into account the discussion at the 75<sup>th</sup> meeting and comments received from Executive Committee members no later than 31 December 2015 and including the specific sources of the language included in the draft agreement.

(**Decision 75/66**)

# AGENDA ITEM 10: FORMAT FOR PREPARATION OF THE SURVEYS OF ODS ALTERNATIVES AND PRESENTATION OF THE RESULTING DATA (decision 74/53(g))

- 270. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/75/77.
- 271. A number of representatives welcomed the draft format, saying it would assist Article 5 countries in identifying and utilizing suitable alternatives to HCFCs.
- 272. Several representatives expressed concern at the difficulties that might be encountered when collating some of the data specified in the tabulation, such as the energy-efficiency ratio or the leakage rate of refrigerants. The representative of the Secretariat said that data on the leakage rate had been provided in most HPMPs undertaken in Article 5 countries, although the figure provided was often an estimate, and completing the energy efficiency field was optional.
- 273. A number of representatives raised specific queries about several elements of the document, particularly the activities to be undertaken to facilitate data collection and data analysis.
- 274. The representative of the Secretariat summarized the process by which the current draft had been developed, noting that the initial draft had been provided to the implementing agencies for their feedback, based on which a further draft had been developed and sent to all members of the Executive Committee for their comments. The present draft incorporated all comments received. Regarding the activities that were to be undertaken, she said that those were consistent with similar information provided by the implementing agencies and that the draft format was intended as a guide to be adapted to specific country circumstances.
- 275. One member sought clarification on the recommendation that the data-collection methodologies be transferred to the NOUs so that they could continue the data-collection process after the initial surveys had been completed. Another member said that such a measure would contribute to the sustainability of the exercise. The representative of the Secretariat said that the provision was in line with the objective of the Multilateral Fund to build the capacity of parties.

- 276. Several representatives said that the timeline was not sufficient for countries to design the data-gathering process, collect the data requested, and produce the final report by the end of 2016. The representative of the Secretariat said that the tight timeline was necessary in order to satisfy the requirement of decision 74/53(g) that the Secretariat report back to the Committee on the findings to the 77<sup>th</sup> meeting.
- 277. The Chief Officer gave further information on the background to the present exercise, including its mandate from the Meeting of the Parties, and the development of the present draft of the format through consultation between the Secretariat and the implementing agencies, during which it had been agreed that the timeframe for completion of the exercise was feasible.
- 278. The Executive Committee agreed to establish an informal group to discuss the matter further.
- 279. Subsequently, the convenor of the informal group reported that agreement had been reached on the matter. The representative of the Secretariat had taken note of suggestions to improve the content and structure of the format, and they would be incorporated into a revised version of the document. She also clarified that the methodologies proposed in Part I were intended to be a guide for countries and agencies to develop a survey relevant to country circumstances, and the tables as proposed in Annex II would include the data that would have to be reported to the Secretariat by all countries for analysis. The group had also agreed that the period 2012–2015 was appropriate for the data generated to be relevant and to provide insight into trends.
- 280. The Executive Committee decided:
  - (a) To note:
    - (i) The format for the surveys of ODS alternatives contained in document UNEP/OzL.Pro/ExCom/75/77/Rev.1 on the understanding that information contained in Part I (Preparation of the surveys) and Annex I (Use of ODS alternatives per sector) of the document was provided for guidance purposes only;
    - (ii) That surveys would be conducted on a voluntary basis, information would be collected where available, and the results would solely be for information purposes;
  - (b) That national surveys on ODS alternatives would be undertaken by Article 5 countries that had received funding from the Multilateral Fund to cover the years 2012–2015, with the assistance of the relevant bilateral or implementing agency and using the methodology and approach agreed between the country and the agency; and
  - (c) That results of the survey would be presented as per Part II (Presentation of the results of the surveys) and Annex II (Data analysis tables by sectors) of document UNEP/OzL.Pro/ExCom/75/77/Rev.1.

(**Decision 75/67**)

# AGENDA ITEM 11: REPORT ON THE MULTILATERAL FUND CLIMATE IMPACT INDICATOR (decision 73/65(b))

281. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/75/78.

#### 282. The Executive Committee decided to note:

- (a) The report on the fully developed Multilateral Fund Climate Impact Indicator (MCII) (decision 73/65(b)) contained in document UNEP/OzL.Pro/ExCom/75/78;
- (b) With appreciation the response from the Intergovernmental Panel on Climate Change and the feedback on the tool from the World Bank in the context of its work with other multilateral development banks to harmonize greenhouse gas accounting across their investment portfolios and its work on energy subsidy reform; and
- (c) That the Secretariat would continue to calculate the impact on the climate of investment projects in the refrigeration and air-conditioning manufacturing sectors using the MCII model, and would apply the methodologies described in paragraph 14 of document UNEP/OzL.Pro/ExCom/73/54 for investment projects in all other manufacturing sectors.

(**Decision 75/68**)

# AGENDA ITEM 12: TERMS OF REFERENCE FOR THE REVIEW OF THE ADMINISTRATIVE COST REGIME AND ITS CORE UNIT FUNDING BUDGET (decision 73/62(d))

- 283. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/75/79, drawing attention to the objectives of the study and the addition to the Secretariat's budget of a one-off cost of US \$60,000 to fund the work required for the study.
- 284. During the discussion, one member proposed changes to the terms of reference in order to reflect the impact of implementing cost accounting on managing core unit budgets and take into account the issues identified in document UNEP/OzL.Pro/ExCom/75/34 with regard to core unit cost reporting by the implementing agencies.
- 285. In response to a question from one member, the representative of the Secretariat explained that the one-off cost of US \$60,000 could be broken down into consultant costs and the costs for the consultant to travel to the various headquarters. He also pointed out that any unused amounts budgeted for that purpose would be returned to the Multilateral Fund for reallocation.

# 286. The Executive Committee decided:

- (a) To note the draft terms of reference for the review of the administrative cost regime and its core unit funding budget (decision 73/62(d)), contained in document UNEP/OzL.Pro/ExCom/75/79;
- (b) To approve the revised terms of reference for the review of the administrative cost regime and its core unit funding budget contained in Annex XXXII to the present report, for the assessment of administrative costs for the 2018–2020 triennium:
- (c) To approve a one-off cost of US \$60,000 for the Secretariat to conduct the administrative cost study; and
- (d) To request the Secretariat to submit the report on the review of the administrative cost regime and its core unit funding budget, for its consideration by the Executive Committee at its first meeting in 2017, in line with decision 73/62(c).

(**Decision 75/69**)

#### AGENDA ITEM 13: ACCOUNTS OF THE MULTILATERAL FUND

#### (a) Final 2014 accounts

287. The Treasurer introduced documents UNEP/OzL.Pro/ExCom/75/80. He drew attention to the fact that 2014 was the first year for UNEP and the Multilateral Fund to produce financial statements compliant with International Public Sector Accounting Standards (IPSAS). Although all four implementing agencies were IPSAS-compliant, UNIDO's submission in 2014 had been based on the United Nations System Accounting Standards (UNSAS). The Treasurer and the Secretariat had agreed with UNIDO that from 2015 onwards, their submission would also be IPSAS-compliant. In addition, UNIDO would restate its 2014 financial report to be reflected in the opening balances in 2015.

# 288. The Executive Committee <u>decided:</u>

#### (a) To note:

- (i) The final financial statements of the Multilateral Fund as at 31 December 2014 prepared in accordance with decision 74/52(b) contained in document UNEP/OzL.Pro/ExCom/75/80;
- (ii) That UNEP had received the report of United Nations Board of Auditors for the biennium ended 31 December 2014 and that there were no major issues of relevance to the Multilateral Fund:
- (iii) The feedback from the Treasurer on the bank account of the Multilateral Fund in New York:
- (iv) That under the International Public Sector Accounting Standards (IPSAS) contributions outstanding for up to three years are reported under the "voluntary pledges receivable" category and contributions outstanding for more than three years were maintained under "the doubtful accounts receivable" category;
- (v) The report of the workshop on the reporting requirements under IPSAS contained in Annex II to document UNEP/OzL.Pro/ExCom/75/80;
- (b) To request the Treasurer to record in the 2015 accounts of the Multilateral Fund the differences between the implementing agencies' provisional 2014 financial statements and their final 2014 statements as reflected in Tables 1 and 2 of the document UNEP/OzL.Pro/ExCom/75/80; and
- (c) To authorize the Treasurer to restate the 2014 expenditure balance in the 2015 accounts so that the UNIDO 2014 accounts met the IPSAS reporting requirements.

(**Decision 75/70**)

#### (b) Reconciliation of the 2014 accounts

289. The representative of the Secretariat introduced documents UNEP/OzL.Pro/ExCom/75/81. She announced that, after the issuance of the document, UNEP had been able to explain an amount of US \$133,565 resulting from interest income and non-exchange revenue, which had been included in the accounts but not in its progress report, leaving only a reconciling item of US \$36,178 to be explained. She further stated that the Secretariat had been advised at the current meeting that UNEP was undertaking a thorough review of the data reported to the Secretariat in its 2014 progress report in order to narrow down expenditure discrepancies, and required additional time to do so. Therefore, UNEP would need to submit

a revised 2014 annual progress report to the Secretariat to make it possible to finalize the reconciliation between the data in the progress report, the 2014 accounts and the Secretariat's inventory of approved projects. Finally, the recommendation to the Executive Committee requesting the Treasurer to withhold interest amounts from UNDP and UNIDO would have to be corrected to show that the amounts would be adjusted, rather than withheld, to reflect that UNDP and UNIDO had reported more interest in their provisional statements than in their final statements.

#### 290. The Executive Committee decided:

- (a) To note the reconciliation of the 2014 accounts contained in document UNEP/OzL.Pro/ExCom/75/81:
- (b) To request the Treasurer to adjust the accounts of UNDP and UNIDO by US \$82,831 and US \$24,667, respectively, representing a higher interest income reported in their provisional financial statements than in their final financial statements;
- (c) To note the 2014 outstanding reconciling items as follows:
  - (i) US \$157,952 between UNEP's progress report and the Secretariat's inventory of approved projects; US \$36,178 in income and US \$2,962,802 in expenditure between UNEP's progress report and the final accounts;
  - (ii) US \$10 in income between the World Bank's progress report and the final accounts:
- (d) To request UNEP to submit a revised 2014 progress report to the 76<sup>th</sup> meeting with a view to completing the 2014 reconciliation of accounts exercise;
- (e) To request UNIDO to adjust in its 2015 accounts the expenditures of US \$58,045, representing the difference in agency support costs; US \$33 in income between UNIDO's progress report and final accounts; and US \$15 between UNIDO's progress report and the Secretariat's inventory of approved projects;
- (f) To note the standing reconciling items as follows:
  - (i) UNDP, for unspecified projects, in the amounts of US \$68,300 and US \$29,054; and
  - (ii) The World Bank, for the following projects implementing with bilateral agencies where applicable:
    - Thailand chiller project (THA/REF/26/INV/104) in the amount of US \$1,198,946;
    - Japan bilateral (THA/PHA/68/TAS/158) in the amount of US \$342,350;
    - Sweden bilateral (THA/HAL/29/TAS/120) in the amount of US \$225,985;
    - United States of America bilateral (CPR/PRO/44/INV/425) in the amount of US \$5,375,000; and

- United States of America bilateral (CPR/PRO/47/INV/439) in the amount of US \$5,375,000.

(**Decision 75/71**)

# AGENDA ITEM 14: APPROVED 2015, 2016 AND 2017 AND PROPOSED 2018 BUDGETS OF THE FUND SECRETARIAT

- 291. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/75/82.
- 292. Responding to a question from one member regarding the increase in costs linked to new UMOJA requirements, the representative of the Secretariat explained that some of the costs were linked to having to outsource some transactions to the United Nations Office for Project Services (UNOPS) for a service fee of 12 per cent, and to having to make all travel arrangements through a travel agent in Geneva, with extra fees for tickets and services. She explained that some of the costs were one-off costs, as the use of UNOPS' services had been due to a black-out period at a time when the Executive Committee meeting was being prepared.
- 293. On the matter of travel arrangements, a number of members expressed frustration with regard to longer travel times caused by the relentless attempt to achieve savings on travel costs, the lack of flexibility in travel arrangements, and the lack of communication from the new providers of travel services, saying that the previous system of having the Secretariat make the arrangements had been far more efficient. The representative of the Secretariat explained that the transition to UMOJA had been difficult, with many issues remaining to be resolved, but that there had been many exchanges with UNEP headquarters, with efforts being made on all sides to improve the situation. The Chief Officer also announced that he would be visiting UNEP headquarters early in 2016 to work closely with colleagues there to find ways to address transition problems to ensure that the Executive Committee ran smoothly in every area. He would report on his progress to the 76<sup>th</sup> meeting of the Executive Committee.
- 294. On the issue of budget approval, one member pointed out that the Secretariat would need flexibility with regard to operational costs in the event that the Executive Committee were to decide to revert to three meetings a year.
- 295. Following the discussion, the Executive Committee decided:
  - (a) To note the approved 2015, 2016 and 2017, and proposed 2018 budgets of the Fund Secretariat contained in document UNEP/OzL.Pro/ExCom/75/82;
  - (b) To authorize the Secretariat to reallocate funding among budget lines in the 2015 approved budget to absorb the additional costs incurred due to the introduction of UMOJA in June 2015 and a higher number of documents than originally estimated, on the understanding that if funding transfers exceeded the 20 per cent limit within the Chief Officer's authority, the Secretariat would report back to the Executive Committee at its 77<sup>th</sup> meeting; and
  - (c) To approve the proposed staff and operational costs of the 2018 budget contained in Annex XXXIII to the present report, totalling US \$7,268,801 based on a scenario of two meetings per year, while giving the Secretariat the option to update its budget and submit it to the 76<sup>th</sup> meeting.

(**Decision 75/72**)

# AGENDA ITEM 15: MAIN PROCEDURES OF THE OPERATION OF THE EXECUTIVE COMMITTEE

- 296. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/75/83.
- 297. One member said that Article 5 countries should be involved in any discussions between the implementing agencies and the Secretariat when issues of concern to them were being discussed. It sometimes happened that the implementing agencies took unilateral decisions that affected those countries, such as the closure of projects without consulting the country concerned, or approaching enterprises within the country to discuss selection of technology without informing their NOUs. While the NOUs were given the opportunity to assess the performance of the implementing agencies, the concerns they raised often remained unaddressed. There should be one standard procedure for all the implementing agencies and the inter-agency coordination meetings should not discuss policy issues without the knowledge of the Executive Committee. Members should be allowed to clarify any issues that concerned their projects during consideration of those projects at the meetings of the Executive Committee. It was the countries that would be penalized if they were found to be in non-compliance, not the implementing entities. Article 5 countries that were not members of the Executive Committee should be invited to attend its meetings when there were issues of concern with respect to their projects. The issue of members being able to speak on their own projects and the issue of the accountability of the implementing agencies had to be clarified.
- 298. Another member suggested that the Secretariat develop an organizational chart to illustrate the relationship between the Executive Committee and the entities it was currently interacting with and that the Secretariat should include a function relating to environmental expertise.
- 299. The Chief Officer assured members that any policy issues that came to light during inter-agency coordination meetings would be referred to the Executive Committee for its consideration and decision. The members were not limited in the number of countries they could co-opt to their delegations and the Secretariat could assist all delegations in finding facilities for coordination meetings prior to and during the meetings of the Executive Committee. He said that he would discuss with the implementing agencies the concerns regarding their accountability and that the aforementioned matter, along with that of countries being able to speak in order to clarify issues regarding their own projects, would be included in the document being prepared for consideration at the 76<sup>th</sup> meeting pursuant to decision 73/70(h). He also said that an organizational chart would be included in the next revision of the Executive Committee Primer and that environmental expertise was currently available within the staff of the Secretariat.
- 300. The Executive Committee <u>took note</u> of the analysis of the main procedures of the operation of the Executive Committee as contained in document UNEP/OzL.Pro/ExCom/75/83.

#### AGENDA ITEM 16: REPORT OF THE SUB-GROUP ON THE PRODUCTION SECTOR

301. The facilitator of the Sub-group on the Production Sector introduced the report of the Sub-group (UNEP/OzL.Pro/ExCom/75/84) containing recommendations for consideration by the Executive Committee. She said that the Sub-group had met three times in the margins of the meeting and had addressed most of the items on its agenda. However, it had not had time to discuss the draft HCFC production sector guidelines, which would be considered at the 76<sup>th</sup> meeting, and had been unable to reach agreement with respect to the technical audit of the HCFC production sector in Mexico. At the request of the Chair, the Sub-group had also made a recommendation with regard to project preparation for stage II of the HPPMP for China, which was contained in the World Bank's work programme amendments for 2015 and considered under agenda item 8(c)(iv) above. She thanked the members of the Sub-group, the implementing agencies and the Secretariat for all their hard work during the course of the meeting.

# HCFC production phase-out management plan (HPPMP) for China: 2014 verification report of the HCFC production

#### 302. The Executive Committee decided:

- (a) To note the verification report on the HCFC production sector for China, considered by the Sub-group on the Production Sector, which indicated that China had remained within the maximum allowable production and consumption targets for 2014;
- (b) To request the World Bank and the Government of China to examine the differences between the customs data and the data reported by the following producers: Zhejiang Yongpeng, Zhejiang Sanmei, Zhejiang Juhua and Zibo Luxuan, and to report back to the Executive Committee in the 2015 verification report to be conducted in 2016; and
- (c) To allow consideration of the funding tranche of the 2016 annual implementation programme of stage I of the HCFC production phase-out management plan for China at the 75<sup>th</sup> meeting.

(**Decision 75/73**)

# HCFC production phase-out management plan (HPPMP) for China: 2016 annual tranche and 2015 progress report

#### 303. The Executive Committee decided:

- (a) To note:
  - (i) The 2016 annual implementation tranche and 2015 progress report of the HCFC production phase-out management plan (HPPMP) for China, considered by the Sub-group on the Production Sector;
  - (ii) That 75 per cent of the ownership of producer Pengyou had been transferred to a British company registered in Hong Kong;
  - (iii) That the World Bank would include in its 2015 verification report, to be conducted in 2016, verification of the dismantling of HCFC production facilities in Jiangsu Blue Star and Yantai Zhongrui;
- (b) To approve the 2016 tranche of the HPPMP for China, and the corresponding 2016 tranche implementation plan, in the amount of US \$24 million, plus agency support costs of US \$1.344 million for the World Bank, noting that US \$7.2 million plus agency support costs of US \$403,200 from the fourth tranche would be released at the 75<sup>th</sup> meeting and that the remaining balance of US \$16.8 million, plus agency support costs of US \$940,800 would be released in 2016; and
- (c) To request the Treasurer to deduct US \$8,370 of interest accrued from the 2014 tranche as part of the release of the funds to the World Bank.

(**Decision 75/74**)

#### **AGENDA ITEM 17: OTHER MATTERS**

# Schedule of release of funding approved at the 75<sup>th</sup> meeting

304. After the brief updated provided by the Treasurer, an update on availability of resources available for commitment was provided by the Chief Officer who said that to address the shortfall in resources, the World Bank and the Government of China had agreed to a delay in the disbursement of part of the funding tranche of the 2016 annual implementation programme of stage I of the HPPMP for China until there were sufficient resources available. Similarly, the Treasurer would delay the transfer of funds for the Secretariat's 2018 budget. The Chief Officer thanked the World Bank and the Government of China for their flexibility in helping to address the shortfall.

### Dates and venues of meetings of the Executive Committee in 2016

305. The representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/75/Inf.2.

306. Following an update from the representative of the Ozone Secretariat of the various meetings related to the Parties of the Montreal Protocol in 2016, the Executive Committee confirmed that it would hold its 76<sup>th</sup> meeting in Montreal from 9 to 13 May 2016 and <u>decided</u> to hold its 77<sup>th</sup> meeting in Montreal from 28 November to 2 December 2016.

(**Decision 75/75**)

#### **AGENDA ITEM 18: ADOPTION OF THE REPORT**

307. The Executive Committee adopted its report on the basis of the draft report contained in document UNEP/OzL.Pro/ExCom/75/L.1.

# **AGENDA ITEM 19: CLOSURE OF THE MEETING**

308. Following the customary exchange of courtesies, the Chair declared the meeting closed at 4.55 p.m. on Friday, 20 November 2015.

## TRUST FUND FOR THE MULTILATERAL FUND FOR THE IMPLEMENTATION OF THE MONTREAL PROTOCOL TABLE 1: STATUS OF THE FUND FROM 1991-2016 (IN US DOLLARS)

INCOME Contributions received:	
	2,020,502
<ul><li>Cash payments including note encashments</li><li>Promissory notes held</li></ul>	3,039,593, 12,536,
- Bilateral cooperation	153,213,
- Interest earned *	
- Additional income from loans and other sources	213,756,
- Miscellaneous income	20,226,
- Wiscenaneous income	20,220,
Total Income	3,439,326,
ALLOCATIONS** AND PROVISIONS	
- UNDP 777,09°	7,778
- UNEP 268,500	
- UNIDO 804,000	
- World Bank 1,194,778	8,783
Unspecified projects	-
Less Adjustments	-
Total allocations to implementing agencies	3,044,383,2
Secretariat and Executive Committee costs (1991-2017)	
- includes provision for staff contracts into 2017	113,259,9
Treasury fees (2003-2016)	7,056,9
Monitoring and Evaluation costs (1999-2015)	3,236,8
Technical Audit costs (1998-2010)	1,699,8
Information Strategy costs (2003-2004)	, ,
- includes provision for Network maintenance costs for 2004	104,7
Bilateral cooperation	153,213,4
Provision for fixed-exchange-rate mechanism's fluctuations	,
- losses/(gains) in value	(4,908,1
Total allocations and provisions	3,318,046,8
Cash Promissory Notes:	108,743,
Fromssory Notes:	
2015	-
	17,770
	8,408
Unscheduled	0
	12,536,1
BALANCE AVAILABLE FOR NEW ALLOCATIONS	121,279,4
cludes interest amount earned of US\$305,109 by FECO/MEP	121,279,

<sup>\*</sup> Includes interest amount earned of US\$305,109 by FECO/MEP

<sup>\*\*</sup> Amounts reflect net approvals for which resources are transferred including promissory notes that are not yet encashed by the Implementing Agencies. The Secretariat budget reflects actual costs as per the final 2014 accounts of the Fund and approved amounts for 2015 - 2017

UNEP/OzL.Pro/ExCom/75/85 Annex I Page 2

# TRUST FUND FOR THE MULTILATERAL FUND FOR THE IMPLEMENTATION OF THE MONTREAL PROTOCOL **TABLE 2: 1991 - 2016 SUMMARY STATUS OF CONTRIBUTIONS AND OTHER INCOME**BALANCE AVAILABLE FOR NEW ALLOCATIONS

As at 20 November 2015

Description	1991-1993	1994-1996	1997-1999	2000-2002	2003-2005	2006-2008	2009-2011	2012-2014	2015-2016	1991 - 2016
Pledged contributions	234,929,241	424,841,347	472,567,009	440,263,109	474,167,042	368,153,731	399,781,507	397,073,537	291,395,577	3,503,172,100
Cash payments/received	206,511,034	381,555,255	418,686,446	408,348,674	417,916,989	339,990,563	375,145,166	362,618,341	128,820,978	3,039,593,447
Bilateral assistance	4,366,255	11,909,814	21,358,066	21,302,696	47,750,281	19,019,123	13,906,972	12,481,633	1,118,638	153,213,478
Promissory notes	0	-	-	-	0	(0)	(1)	9,649,837	2,886,342	12,536,178
Total payments	210,877,289	393,465,069	440,044,513	429,651,370	465,667,270	359,009,685	389,052,138	384,749,811	132,825,957	3,205,343,103
Disputed contributions	0	8,098,267	0	0	0	32,471,642	405,792	3,477,910	271,090	44,724,701
Outstanding pledges	24,051,952	31,376,278	32,522,496	10,611,739	8,499,772	9,144,046	10,729,370	12,323,726	158,569,619	297,828,997
Payments percentage to pledges	89.76%	92.61%	93.12%	97.59%	98.21%	97.52%	97.32%	96.90%	45.58%	91.50%
Interest earned	5,323,644	28,525,733	44,685,516	53,946,601	19,374,449	43,537,814	10,544,631	6,615,053	1,202,887	213,756,328
Miscellaneous income	1,442,103	1,297,366	1,223,598	1,125,282	1,386,177	3,377,184	3,547,653	5,804,410	1,023,142	20,226,915
TOTAL INCOME	217,643,036	423,288,168	485,953,626	484,723,254	486,427,896	405,924,683	403,144,422	397,169,274	135,051,987	3,439,326,346
Accumulated figures	1991-1993	1994-1996	1997-1999	2000-2002	2003-2005	2006-2008	2009-2011	2012-2014	2015	1991 - 2015
Total pledges	234,929,241	424,841,347	472,567,009	440,263,109	474,167,042	368,153,731	399,781,507	397,073,537	291,395,577	3,503,172,100
Total payments	210,877,289	393,465,069	440,044,513	429,651,370	465,667,270	359,009,685	389,052,138	384,749,811	132,825,957	3,205,343,103
Payments percentage to pledges	89.76%	92.61%	93.12%	97.59%	98.21%	97.52%	97.32%	96.90%	45.58%	91.50%
Total income	217,643,036	423,288,168	485,953,626	484,723,254	486,427,896	405,924,683	403,144,422	397,169,274	135,051,987	3,439,326,346
Total outstanding contributions	24,051,952	31,376,278	32,522,496	10,611,739	8,499,772	9,144,046	10,729,370	12,323,726	158,569,619	297,828,997
As percentage to total pledges	10.24%	7.39%	6.88%	2.41%	1.79%	2.48%	2.68%	3.10%	54.42%	8.50%
Outstanding contributions for certain Countries with Economies in Transition (CEITs)	24,051,952	31,376,278	32,522,496	9,701,251	7,414,995	5,909,852	6,361,699	5,332,417	6,286,954	128,957,894
CEITs' outstandings percentage to pledges	10.24%	7.39%	6.88%	2.20%	1.56%	1.61%	1.59%	1.34%	2.16%	3.68%

PS: CEITs are Azerbaijan, Belarus, Bulgaria, Czech Republic, Estonia, Hungary, Latvia, Lithuania, Poland, Russian Federation, Slovakia, Slovenia, Tajikistan, Ukraine and Uzbekistan, including Turkmenistan up to 2004 as per decision XVI/39.

#### TRUST FUND FOR THE MULTILATERAL FUND FOR THE IMPLEMENTATION OF THE MONTREAL PROTOCOL

#### TABLE 3: 1991-2016 Summary Status of Contributions (US\$)

As at 20 November 2015

Party	Agreed Contributions	Cash Payments	Bilateral Assistance	Promissory Notes	Outstanding Contributions	Exchange (Gain)/Loss. NB:Negative amount = Gain
Andorra	102,819	70,483	0	0	32,336	0
Australia*	72,132,616	66,330,227	1,610,907	0	4,191,481	1,479,246
Austria	37,388,821	35,644,301	131,790	0	1,612,730	(373,784)
Azerbaijan	1,132,055	311,683	0	0	820,372	0
Belarus	3,198,313	0	0	0	3,198,313	0
Belgium	46,473,126	42,439,281	0	0	4,033,846	1,068,299
Bulgaria	1,633,826	1,538,841	0	0	94,985	0
Canada*	127,737,146	110,744,739	9,755,736	0	7,236,671	(2,580,741)
Croatia	674,013	415,605	0	0	258,408	57,443
Cyprus	982,544	792,574	0	0	189,970	9,598
Czech Republic	11,404,383	10,336,721	287,570	0	780,092	434,599
Denmark	30,850,411	29,325,207	161,053	0	1,364,151	(419,681)
Estonia	636,652	555,813	0	0	80,839	37,049
Finland	24,130,394	22,682,355	399,158	0	1,048,881	(372,534)
France	269,014,758	230,406,165	16,047,846	0	22,560,747	(10,552,888)
Germany	383,138,983	297,024,436	58,768,913	11,069,178	16,276,456	4,217,294
Greece	21,582,351	15,557,570	0	0	6,024,781	(1,340,447)
Holy See	9,145	7,124	0	0	2,021	0
Hungary	7,869,653	7,285,582	46,494	0	537,577	(76,259)
Iceland	1,431,001	1,250,430	0	0	180,571	51,218
Ireland	13,639,868	12,795,105	0	0	844,763	772,655
Israel	15,127,918	3,824,671	152,462	0	11,150,785	172,033
Italy	212,045,775	186,927,826	16,093,722	0	9,024,228	5,127,537
Japan	664,823,579	623,293,780	19,727,091	0	21,802,708	3,127,337
Kazakhstan	1,571,993	257,752	0	0	1,314,241	0
Kuwait	286,549	286,549	0	0	0	0
Latvia	863,846	768,860	0	0	94,985	(2,483)
Liechtenstein	356,143	337,954	0	0	18,189	(2,463)
Lithuania	1,365,433	724,936	0	0	640,497	0
Luxembourg	3,273,620	3,109,922	0	0	163,698	(47,714)
Malta	332,205	267,535	0	0	64,670	(47,714)
Monaco	251,486	227,234	0	0	24,252	(572)
Netherlands	73,183,777	69,841,100	0	0	3,342,676	(0)
New Zealand	10,529,278	10,017,973	0	0	511,304	198,809
New Zealand Norway	29,432,500	27,712,658	0	0	1,719,841	
Panama	16,915	16,915	0	0	1,/19,641	965,168
Poland	17,905,736			0	,	240.405
	17,444,088	15,931,427 11,191,959	113,000 101,700	0	1,861,309 6,150,430	349,495 198,162
Portugal	2,256,731		,			198,102
Romania Russian Federation	2,256,731 123,102,624	1,422,689 5,449,782	0	0	834,042 117,652,843	0
		33,105	0			1,380
San Marino	39,168			0	6,063	1,380
Singapore Slovak Republic	531,221 3,832,317	459,245 3,348,537	71,976 16,523	0	467,258	0
						69,569
Slovenia	2,335,180	2,010,488	20,000	0	324,692	0
South Africa	3,793,691	3,763,691	30,000	0	12.016.656	1 107 700
Spain	112,472,622	96,378,203	4,077,763	0	12,016,656	1,195,590
Sweden	46,963,672	41,509,067	1,574,353	0	3,880,252	(439,483)
Switzerland	51,137,783	47,108,603	1,913,230	0	2,115,950	(2,021,096)
Tajikistan	128,836	46,216	0	0	82,620	0
Turkmenistan**	293,245	5,764	0	0	287,481	0
Ukraine	10,061,783	1,303,750	0	0	8,758,033	0
United Arab Emirates	559,639	559,639	0	0	0	0
United Kingdom	244,727,805	233,696,229	565,000	0	10,466,576	(2,913,630)
United States of America	796,159,802	762,056,540	21,567,191	1,467,000	11,069,071	0
Uzbekistan	802,260	188,606	0	0	613,654	0
SUB-TOTAL	3,503,172,100	3,039,593,447	153,213,478	12,536,178	297,828,997	(4,908,199)
Disputed contributions***	44,724,701	0	0	0	44,724,701	
TOTAL	3,547,896,801	3,039,593,447	153,213,478		342,553,699	

NB: (\*) The bilateral assistance recorded for Australia and Canada was adjusted following approvals at the 39<sup>th</sup> Meeting and taking into consideration a reconciliation carried out by the Secretariat through the progress reports submitted to the 40<sup>th</sup> Meeting to read US \$1,208,219 and US \$6,449,438 instead of US \$1,300,088 and US \$6,414,880 respectively.

<sup>(\*\*)</sup> In accordance with decisions VI/5 and XVI/39 of the Meeting of the Parties to the Montreal Protocol, Turkmenistan has been reclassified as operating under Article 5 in 2004 and therefore its contribution of US \$5,764 for 2005 should be disregarded.

<sup>(\*\*\*)</sup> Amount netted off from outstanding contributions and are shown here for records only.

#### TRUST FUND FOR THE MULTILATERAL FUND FOR THE IMPLEMENTATION OF THE MONTREAL PROTOCOL

#### TABLE 4 : Status of Contributions for 2015-2017 (US\$)

Party	Agreed Contributions	Cash Payments	Bilateral Assistance	Promissory Notes	Outstanding Contributions
Andorra	32,336	0	0	0	32,336
Australia	8,382,962	4,191,481	0	0	4,191,481
Austria	3,225,460	1,612,730	0	0	1,612,730
Azerbaijan	161,678	0	0	0	161,678
Belarus	226,348	0	0	0	226,348
Belgium	4,033,846	0	0	0	4,033,846
Bulgaria	189,970	94,985	0	0	94,985
Canada	12,061,118	4,824,447	0	0	7,236,671
Croatia	509,284	250,876	0	0	258,408
Cyprus	189,970	0	0	0	189,970
Czech Republic	1,560,184	780,092	0	0	780,092
Denmark	2,728,302	1,364,151	0	0	1,364,151
Estonia	161,678	80,839	0	0	80,839
Finland	2,097,762	1,048,881	0	0	1,048,881
France	22,606,512	0	45,765	0	22,560,747
Germany	28,863,418	8,659,025	982,473	2,886,342	16,335,578
Greece	2,578,752	0,037,023	0	0	2,578,752
Holy See	4,042	2,021	0	0	2,021
Hungary	1,075,154	537,577	0	0	537,577
Iceland	109,132	0	0	0	109,132
Ireland	1,689,526	844,763	0	0	844,763
Israel	1,600,604	0	0	0	1,600,604
Italy	17,978,502	8,954,274	0	0	9,024,228
•	43,786,222	21,893,111	90,400	0	21,802,711
Japan	43,786,222	21,893,111		0	
Kazakhstan Latvia	189,970	94,985	0	0	489,074 94,985
*****		,	0		
Liechtenstein	36,378	18,189	0	0	18,189
Lithuania	295,060	147,530	0	0	147,530
Luxembourg	327,396	163,698	0	0	163,698
Malta	64,670	- 24.252	0	0	64,670
Monaco	48,504	24,252	0	0	24,252
Netherlands	6,685,352	3,342,676	0	0	3,342,676
New Zealand	1,022,608	511,304	0	0	511,304
Norway	3,439,682	1,719,841	0	0	1,719,841
Poland	3,722,618	1,861,309	0	0	1,861,309
Portugal	1,915,874	-	0	0	1,915,874
Romania	913,476	79,434		0	834,042
Russian Federation	9,854,224	-	0	0	9,854,224
San Marino	12,126	6,063	0	0	6,063
Slovak Republic	691,170	223,912	0	0	467,258
Slovenia	404,192	79,500	0	0	324,692
Spain	12,016,656	-	0	0	12,016,656
Sweden	3,880,252	-	0	0	3,880,252
Switzerland	4,231,900	2,115,950	0	0	2,115,950
Tajikistan	12,126	-	0	0	12,126
Ukraine	400,151	-	0	0	400,151
United Kingdom	20,933,152	10,466,576	0	0	10,466,576
United States of America*	63,895,576	52,826,504	0	0	11,069,072
Uzbekistan	60,628	-	0	0	60,628
SUB-TOTAL	291,395,577	128,820,978	1,118,638	2,886,342	158,569,619
Disputed contributions(*)	271,090				271,090
TOTAL	291,666,667	128,820,978	1,118,638	2,886,342	158,840,709

<sup>(\*)</sup> Additional amount on disputed contributions relating to the USA.

## TRUST FUND FOR THE MULTILATERAL FUND FOR THE IMPLEMENTATION OF THE MONTREAL PROTOCOL TABLE 5 : Status of Contributions for $\ \underline{2016}\ (US\$)$

Party	Agreed Contributions	Cash Payments	Bilateral Assistance	Promissory Notes	Outstanding Contributions
Andorra	16,168				16,168
Australia	4,191,481				4,191,481
Austria	1,612,730				1,612,730
Azerbaijan	80,839				80,839
Belarus	113,174				113,174
Belgium	2,016,923				2,016,923
Bulgaria	94,985				94,985
Canada	6,030,559				6,030,559
Croatia	254,642				254,642
Cyprus	94,985				94,985
Czech Republic	780,092				780,092
Denmark	1,364,151				1,364,151
Estonia	80,839				80,839
Finland	1,048,881				1,048,881
France	11,303,256				11,303,256
Germany	14,431,709				14,431,709
Greece	1,289,376				1,289,376
Holy See	2,021				2,021
Hungary	537,577				537,577
Iceland	54,566				54,566
Ireland	844,763				844,763
Israel	800,302				800,302
Italy	8,989,251				8,989,251
Japan	21,893,111				21,893,111
Kazakhstan	244,537				244,537
Latvia	94,985				94,985
Liechtenstein	18,189				18,189
Lithuania	147,530				147,530
Luxembourg	163,698				163,698
Malta	32,335				32,335
Monaco	24,252				24,252
Netherlands	3,342,676				3,342,676
New Zealand	511,304				511,304
Norway	1,719,841				1,719,841
Poland	1,861,309				1,861,309
Portugal	957,937				957,937
Romania	456,738				456,738
Russian Federation	4,927,112				4,927,112
San Marino	6,063				6,063
Slovak Republic	345,585				345,585
Slovenia	202,096				202,096
Spain	6,008,328				6,008,328
Sweden	1,940,126				1,940,126
Switzerland	2,115,950				2,115,950
Tajikistan	6,063				6,063
Ukraine	200,076				200,076
United Kingdom	10,466,576				10,466,576
United States of America	32,083,333	21,014,261			11,069,072
Uzbekistan	30,314	21,01-4,201			30,314
TOTAL	145,833,333	21,014,261	0	0	· · · · · · · · · · · · · · · · · · ·

## TRUST FUND FOR THE MULTILATERAL FUND FOR THE IMPLEMENTATION OF THE MONTREAL PROTOCOL TABLE 6 : Status of Contributions for 2015 (US\$)

Party	Agreed Contributions	Cash Payments	Bilateral Assistance	Promissory Notes	Outstanding Contributions
Andorra	16,168				16,168
Australia	4,191,481	4,191,481			0
Austria	1,612,730	1,612,730			0
Azerbaijan	80,839				80,839
Belarus	113,174				113,174
Belgium	2,016,923				2,016,923
Bulgaria	94,985	94,985			0
Canada	6,030,559	4,824,447			1,206,112
Croatia	254,642	250,876			3,766
Cyprus	94,985				94,985
Czech Republic	780,092	780,092			0
Denmark	1,364,151	1,364,151			0
Estonia	80,839	80,839			0
Finland	1,048,881	1,048,881			0
France	11,303,256		45,765		11,257,491
Germany (1)	14,431,709	8,659,025	982,473	2,886,342	1,903,869
Greece	1,289,376		·		1,289,376
Holy See	2,021	2,021			0
Hungary	537,577	537,577			0
Iceland	54,566	,			54,566
Ireland	844,763	844,763			0
Israel	800,302	,			800,302
Italy	8,989,251	8,954,274			34.977
Japan	21,893,111	21,893,111	90,400		(90,400
Kazakhstan	244,537	, ,	,		244,537
Latvia	94,985	94,985			0
Liechtenstein	18,189	18,189			0
Lithuania	147,530	147,530			0
Luxembourg	163,698	163,698			0
Malta	32,335	,			32,335
Monaco	24,252	24,252			0
Netherlands	3,342,676	3,342,676			0
New Zealand	511,304	511,304			0
Norway	1,719,841	1,719,841			0
Poland	1,861,309	1,861,309			(0
Portugal	957,937	2,002,007			957,937
Romania	456,738	79,434			377,304
Russian Federation	4,927,112	,			4,927,112
San Marino	6,063	6,063			0
Slovak Republic	345,585	223,912			121,673
Slovenia	202,096	79,500			122,596
Spain	6,008,328	,			6,008,328
Sweden	1,940,126				1,940,126
Switzerland	2,115,950	2,115,950			1,5 10,120
Tajikistan	6,063	-,,			6,063
Ukraine	200,076				200,076
United Kingdom	10,466,576	10,466,576			0
United States of America*	31,812,243	31,812,243			(0)
Uzbekistan	30,314	51,012,245			30,314
TOTAL	145,562,243	107,806,717	1,118,638	2,886,342	33,750,547
Disputed Contributions(*)	271,090	107,000,717	1,110,030	2,000,342	271,090
TOTAL	145,833,333	107,806,717	1,118,638	2,886,342	34,021,637

<sup>(\*)</sup> Additional amount on disputed contributions relating to the USA.

<sup>(1)</sup> Germany bilateral assistance includes a return of US \$140,695 from the 20 per cent 2012-2014 triennium allocation.

## TRUST FUND FOR THE MULTILATERAL FUND FOR THE IMPLEMENTATION OF THE MONTREAL PROTOCOL TABLE 7 : Status of Contributions for $\ \underline{2012} - \underline{2014} \ (US\$)$

Party	Agreed Contributions	Cash Payments	Bilateral Assistance	Promissory Notes	Outstanding Contributions
Andorra	35,720	35,787	-	-	(67.0
Australia	9,863,697	9,863,697	-	-	-
Austria	4,342,476	4,342,476	-	-	-
Azerbaijan	76,542	-	-	-	76,54
Belarus	214,317	-	-	-	214,3
Belgium	5,485,501	5,485,501	-	-	-
Bulgaria	193,906	193,906	-	-	-
Canada	16,364,653	16,364,653	-	-	(0.0)
Croatia	164,729	164,729	-	-	-
Cyprus	234,728	234,728	-	-	-
Czech Republic	1,780,874	1,780,874	-	-	-
Denmark	3,755,655	3,755,655	-	-	-
Estonia	204,112	204,112	-	-	-
Finland	2,888,180	2,888,180	-	-	-
France	31,244,394	30,205,709	1,038,685.00	-	0.1
Germany	40,914,185	24,548,511	8,182,837.00	8,182,836.95	(0.0)
Greece	3,526,029	80,000	-	-	3,446,0
Holy See	5,103	5,103	-	-	-
Hungary	1,484,912	1,484,912	-	-	-
Iceland	214,317	142,878	-	-	71,4
Ireland	2,541,190	2,541,190	-	-	-
Israel	1,959,472	-	-	-	1,959,4
Italy	25,508,856	24,700,925	807,931.00	-	0.
Japan	63,937,981	62,378,802	1,559,179.91	-	(0.0)
Kazakhstan	386,718	-	-	-	386,7
Latvia	193,906	193,906	-	_	-
Liechtenstein	45,925	45,925	-	-	-
Lithuania	331,681	-	-	_	331,6
Luxembourg	459,251	459,251	-	_	-
Malta	86,747	86,747	-	-	-
Monaco	15,308	15,308	-	-	-
Netherlands	9,465,679	9,465,679	-	-	-
New Zealand	1,393,062	1,393,062	-	_	-
Norway	4,444,532	4,444,532	-	-	-
Poland	4,225,112	4,225,112	-	-	-
Portugal	2,607,527	-	-	-	2,607,5
Romania	903,194	903,194	-	-	(0.2
Russian Federation	8,174,672	5,449,782	-	-	2,724,8
San Marino	15,308	15,308	-	-	-
Slovak Republic	724,596	724,596	-	-	-
Slovenia	525,588	525,588	-	-	-
Spain	16,211,570	15,318,570	893,000.00	-	-
Sweden	5,429,370	5,429,370	-	-	-
Switzerland	5,766,155	5,766,155	-	-	-
Tajikistan	10,206	-	-	-	10,2
Ukraine	443,943	-	-	-	443,9
United Kingdom	33,698,837	33,698,837	-	-	-
United States of America*	84,522,090	83,055,090	-	1,467,000.00	(0.
Uzbekistan	51,028	-	_	-	51,0
SUB-TOTAL	397,073,537	362,618,341	12,481,633	9,649,837	12,323,
isputed contributions(*)	3,477,910	502,010,541	12,101,033	2,012,037	3,477,9
OTAL	400,551,447	362,618,341	12,481,633	9,649,837	15,801,6

<sup>(\*)</sup> Additional amount on disputed contributions relating to the USA.

## TRUST FUND FOR THE MULTILATERAL FUND FOR THE IMPLEMENTATION OF THE MONTREAL PROTOCOL TABLE 8 : Status of Contributions for $\ \underline{2014}\ (US\$)$

Party	Agreed Contributions	Cash Payments	Bilateral Assistance	Promissory Notes	Outstanding Contributions
Andorra	11,907	11,907			(
Australia	3,287,899	3,287,899			(
Austria	1,447,492	1,447,492			(
Azerbaijan	25,514				25,514
Belarus	71,439				71,439
Belgium	1,828,500	1,828,500			(
Bulgaria	64,635	64,635			(
Canada	5,454,884	5,454,884			(0)
Croatia	164,729	164,729			(
Cyprus	78,243	78,243			(
Czech Republic	593,625	593,625			(
Denmark	1,251,885	1,251,885			(
Estonia	68,037	68,037			(
Finland	962,727	962,727			(
France	10,414,798	9,755,199	659,599		(0)
Germany	13,638,062	1,818,408	2,688,494	3,636,816	5,494,343
Greece	1,175,343				1,175,343
Holy See	1,701	1,701			(
Hungary	494,971	494,971			(
Iceland	71,439				71,439
Ireland	847,063	847,063			(
Israel	653,157				653,157
Italy	8,502,952	7,762,821	740,131		(0)
Japan	21,312,660	21,193,445	119,215		(
Kazakhstan	128,906				128,906
Latvia	64,635	64,635			(
Liechtenstein	15,308	15,308			(
Lithuania	110,560				110,560
Luxembourg	153,084	153,084			(
Malta	28,916	28,916			(
Monaco	5,103	5,103			(
Netherlands	3,155,226	3,155,226			(
New Zealand	464,354	464,354			(
Norway	1,481,511	1,481,511			(
Poland	1,408,371	1,408,371			(
Portugal	869,176				869,176
Romania	301,065	301,065			(0)
Russian Federation	2,724,891	2,724,891			(
San Marino	5,103	5,103			(
Slovak Republic	241,532	241,532			(
Slovenia	175,196	175,196			(
Spain	5,403,857	5,403,857			(
Sweden	1,809,790	1,809,790			(
Switzerland	1,922,052	1,922,052			(
Tajikistan	3,402				3,402
Ukraine	147,981				147,981
United Kingdom	11,232,946	11,232,946			(
United States of America*	28,619,010	27,152,010		1,467,000	(
Uzbekistan	17,009				17,009
SUB-TOTAL	132,912,645	114,833,120	4,207,439	5,103,816	8,768,269
Disputed contributions(*)	714,323				714,323
TOTAL	133,626,968	114,833,120	4,207,439	5,103,816	9,482,593

<sup>(\*)</sup> Additional amount on disputed contributions relating to the USA.

## TRUST FUND FOR THE MULTILATERAL FUND FOR THE IMPLEMENTATION OF THE MONTREAL PROTOCOL TABLE 9 : Status of Contributions for $\ \underline{2013}\ (US\$)$

Party	Agreed Contributions	Cash Payments	Bilateral Assistance	Promissory Notes	Outstanding Contributions
Andorra	11,907	11,907			(
Australia	3,287,899	3,287,899			(
Austria	1,447,492	1,447,492			(
Azerbaijan	25,514				25,514
Belarus	71,439				71,439
Belgium	1,828,500	1,828,500			(
Bulgaria	64,635	64,635			(
Canada	5,454,884	5,454,884			(
Croatia	0				
Cyprus	78,243	78,243			(
Czech Republic	593,625	593,625			(
Denmark	1,251,885	1,251,885			(
Estonia	68,037	68,037			(
Finland	962,727	962,727			(
France	10,414,798	10,324,398	90,400		(
Germany	13,638,062	9,092,041	2,766,731	4,546,021	(2,766,731
Greece	1,175,343	, ,	, ,	, ,	1,175,343
Holy See	1,701	1,701			, ,
Hungary	494,971	494,971			(
Iceland	71,439	71,439			(
Ireland	847,063	847,063			(
Israel	653,157	,			653,15
Italy	8,502,952	8,502,952			(
Japan	21,312,660	21,312,660			(
Kazakhstan	128,906				128,900
Latvia	64,635	64,635			1 2 3,2 3
Liechtenstein	15,308	15,308			(
Lithuania	110,560	- /			110,560
Luxembourg	153,084	153,084			110,000
Malta	28,916	28,916			(
Monaco	5,103	5,103			(
Netherlands	3,155,226	3,155,226			(
New Zealand	464,354	464,354			(
Norway	1,481,511	1,481,511			(
Poland	1,408,371	1,408,371			(
Portugal	869,176	,,			869,176
Romania	301,065	301,065			(
Russian Federation	2,724,891	2,724,891			(
San Marino	5,103	5,103			
Slovak Republic	241,532	241,532			
Slovenia	175,196	175,196			
Spain	5,403,857	5,403,857			(
Sweden	1,809,790	1,809,790			
Switzerland	1,922,052	1,922,052			
Tajikistan	3,402	1,22,032			3,402
Ukraine	147,981				147,98
United Kingdom	11,232,946	11,232,946			1-77,50.
United States of America*	28,364,323	28,364,323			ì
Uzbekistan	17,009	20,301,323			17,009
SUB-TOTAL	132,493,229	124,654,320	2,857,131	4,546,021	435,753
Disputed contributions(*)	969,010	124,034,320	2,037,131	4,340,021	969,010
TOTAL	133,462,239	124,654,320	2,857,131	4,546,021	1,404,76

<sup>(\*)</sup> Additional amount on disputed contributions relating to the USA.

## TRUST FUND FOR THE MULTILATERAL FUND FOR THE IMPLEMENTATION OF THE MONTREAL PROTOCOL TABLE 10: Status of Contributions for 2012 (US\$)

Party	Agreed Contributions	Cash Payments	Bilateral Assistance	Promissory Notes	Outstanding Contributions
Andorra	11,907	11,974			(67)
Australia	3,287,899	3,287,899			0
Austria	1,447,492	1,447,492			0
Azerbaijan	25,514				25,514
Belarus	71,439				71,439
Belgium	1,828,500	1,828,500			0
Bulgaria	64,635	64,635			0
Canada	5,454,884	5,454,884			0
Croatia	0				
Cyprus	78,243	78,243			0
Czech Republic	593,625	593,625			0
Denmark	1,251,885	1,251,885			0
Estonia	68,037	68,037			0
Finland	962,727	962,727			0
France	10,414,798	10,126,112	288,686		0
Germany	13,638,062	13,638,062	2,727,612		(2,727,612)
Greece	1,175,343	80,000	. ,		1,095,343
Holy See	1,701	1,701			0
Hungary	494,971	494,971			0
Iceland	71,439	71,439			0
Ireland	847,063	847,063			0
Israel	653,157	·			653,157
Italy	8,502,952	8,435,152	67,800		(0)
Japan	21,312,660	19,872,696	1,439,965		0
Kazakhstan	128,906	.,,	, ,		128,906
Latvia	64,635	64,635			0
Liechtenstein	15,308	15,308			0
Lithuania	110,560	ŕ			110,560
Luxembourg	153,084	153,084			0
Malta	28,916	28,916			0
Monaco	5,103	5,103			0
Netherlands	3,155,226	3,155,226			0
New Zealand	464,354	464,354			0
Norway	1,481,511	1,481,511			0
Poland	1,408,371	1,408,371			0
Portugal	869,176	, ,			869,176
Romania	301,065	301,065			0
Russian Federation	2,724,891	·			2,724,891
San Marino	5,103	5,103			0
Slovak Republic	241,532	241,532			0
Slovenia	175,196	175,196			0
Spain	5,403,857	4,510,857	893,000		0
Sweden	1,809,790	1,809,790	, , , , ,		0
Switzerland	1,922,052	1,922,052			0
Tajikistan	3,402	, ,			3,402
Ukraine	147,981				147,981
United Kingdom	11,232,946	11,232,946			0
United States of America*	27,538,756	27,538,756		0	0
Uzbekistan	17,009	* * * * * * * * * * * * * * * * * * * *			17,009
TOTAL	131,667,662	123,130,900	5,417,063	0	3,119,700
Disputed contributions(*)	1,794,577	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	2,17,000		1,794,577
TOTAL	133,462,239	123,130,900	5,417,063	0	4,914,277

<sup>(\*)</sup> Additional amount on disputed contributions relating to the USA.

## TRUST FUND FOR THE MULTILATERAL FUND FOR THE IMPLEMENTATION OF THE MONTREAL PROTOCOI TABLE 11 : Summary Status of Contributions for $\frac{2009-2011}{2009-2011}$ (US\$)

Party	Agreed Contributions	Cash Payments	Bilateral Assistance	Promissory Notes	Outstanding Contributions
Andorra	34,764	34,697	0	0	67
Australia	8,678,133	8,339,133	339,000	0	0
Austria	4,307,501	4,307,501	0	0	0
Azerbaijan	24,281	0	0	0	24,281
Belarus	97,125	0	0	0	97,125
Belgium	5,351,596	5,351,596	0	0	0
Bulgaria	97,125	97,125	0	0	0
Canada	14,457,080	14,028,245	428,835	0	0
Cyprus	213,675	213,675	0	0	0
Czech Republic	1,364,608	1,143,128	221,480	0	0
Denmark	3,588,775	3,588,775	0	0	0
Estonia	77,700	77,700	0	0	0
Finland	2,738,929	2,738,929	0	0	0
France	30,599,281	29,546,764	1,052,517	0	(0)
Germany	41,652,124	33,321,699	8,330,424	(1)	2
Greece	2,894,330	2,894,330	0	0	(0)
Hungary	1,184,927	1,184,927	0	0	0
Iceland	179,682	179,682	0	0	0
Ireland	2,161,035	2,161,035	0	0	0
Israel	2,034,772	0	0	0	2,034,772
Italy	24,664,934	23,856,984	807,950	0	0
Japan	80,730,431	78,896,665	1,833,766	0	0
Kazakhstan	140,801	70,070,000	1,000,700	Ü	140,801
Latvia	87,413	87,413	0	0	0
Liechtenstein	48,563	48,563	0		0
Lithuania	150,544	0	0	0	150,544
Luxembourg	412,782	412,782	0	0	0
Malta	82,556	82,556	0		0
Monaco	14,569	14,569	0	0	0
Netherlands	9,095,771	9,095,771	0		0
New Zealand	1,243,202	1,243,202	0		0
Norway	3,797,594	3,797,594	0		(
Poland	2,432,985	2,432,985	0		0
Portugal	2,559,248	932,219	0		1,627,029
Romania	339,938	339,938	0	0	0
Russian Federation	5,827,509	0	0	0	5,827,509
San Marino	11,734	11,734	0	0	()
Slovak Republic	305,944	305,944	0	0	0
Slovenia	466,201	466,201	0	0	0
Spain	14,413,373	12,955,373	893,000	0	565,000
Sweden	5,201,052	5,201,052	0		0
Switzerland	5,905,210	5,905,210	0	0	0
Tajikistan	4,857	0	0	0	4,857
Ukraine	218,532	0	0		218,532
United Kingdom	32,255,265	32,255,265	0		210,332
United States of America	87,594,208	87,594,208	0		(0)
Uzbekistan	38,850	07,374,200	0		38,850
SUB-TOTAL	399,781,507	375,145,166	13,906,972	(1)	10,729,370
Disputed contributions(*)	405,792	3/5,145,100	13,900,972		405,792
TOTAL	400,187,299	375,145,166	13,906,972	-1	11,135,162

<sup>(\*)</sup> Additional amount on disputed contributions relating to the USA.

### TRUST FUND FOR THE MULTILATERAL FUND FOR THE IMPLEMENTATION OF THE MONTREAL PROTOCOI TABLE 12 : Status of Contributions for $\frac{2011}{1}$ (US\$)

Party	Agreed Contributions	Cash Payments	Bilateral Assistance	Promissory Notes	Outstanding Contributions
Andorra	12,948	12,881			67
Australia	2,892,711	2,553,711	339,000		0
Austria	1,435,834	1,435,834			0
Azerbaijan	8,094				8,094
Belarus	32,375				32,375
Belgium	1,783,865	1,783,865			0
Bulgaria	32,375	32,375			0
Canada	4,819,027	4,819,027			0
Cyprus	71,225	71,225			0
Czech Republic	454,869	415,319	39,550		0
Denmark	1,196,258	1,196,258			0
Estonia	25,900	25,900			0
Finland	912,976	912,976			0
France	10,199,760	9,634,760	565,000		0
Germany	13,884,041	5,553,617	2,776,808	(1)	5,553,618
Greece	964,777	964,777			0
Hungary	394,976	394,976			0.00
Iceland	59,894	59,894			0
Ireland	720,345	720,345			0
Israel	678,257				678,257
Italy	8,221,645	8,221,645			(0)
Japan	26,910,144	26,440,498	469,646		0
Kazakhstan	46,934				
Latvia	29,138	29,138			0
Liechtenstein	16,188	16,188			0
Lithuania	50,181				50,181
Luxembourg	137,594	137,594			0
Malta	27,519	27,519			0
Monaco	4,856	4,856			0
Netherlands	3,031,924	3,031,924			0
New Zealand	414,401	414,401			0
Norway	1,265,865	1,265,865			0
Poland	810,995	810,995			0
Portugal	853,083				853,083
Romania	113,313	113,313			0
Russian Federation	1,942,503				1,942,503
San Marino	4,855	4,855			0
Slovak Republic	101,981	101,981			0
Slovenia	155,400	155,400			0
Spain	4,804,458	4,804,458			(0)
Sweden	1,733,684	1,733,684			0
Switzerland	1,968,403	1,968,403			0
Tajikistan	1,619				1,619
Ukraine	72,844	·			72,844
United Kingdom	10,751,755	10,751,755			0
United States of America	29,333,333	29,333,333			C
Uzbekistan	12,950				12,950
TOTAL	133,398,070	119,955,543	4,190,004	-1	9,205,591

		Table 13: S	tatus of Promisso	ory Notes as at 2	20 November	2015 (US\$)			
		IMPLEM	IMPLEMENTING AGENCY FOR WHICH HELD OR ASSIGNED TO						
Country	A WORLD BANK	B TREASURER	C= A+B TOTAL	D UNDP	E UNEP	F UNIDO	G WORLD BANK	H TREASURER	D+E+F+G+H=I I=C TOTAL
	Net Value	Net Value	Net Value	Net Value	Net Value	Net Value	Net Value	Net Value	Net Value
Canada	-	-	-	-	-	-	-	-	-
France	-	-	0	-	-	-	-	0	0
Germany	-	11,069,178	11,069,178	-	-	-	-	11,069,178	11,069,178
The Netherlands	-	-	-	-	-	-	-	-	-
United Kingdom	-	-	-	-	-	-	-	-	-
United States of America	-	2,934,000	2,934,000	-	-	-	-	2,934,000	2,934,000
TOTAL	-	14,003,178	14,003,178	-	-	-	-	14,003,178	14,003,178

			RECEIPTS		Table 14: 2004-2015 L				ENC	ASHMENTS		
ate of Submission a/	Year of contribution	Country of Origin	P/Note code	Denomination/ Type of currency	Amount (in Original denomination)	Note Value in USD per UNEP	Date of transfer	Agency	Transfer amount in Original denomination	Date of Encashment	Actual Encashment value (USD)	Gain /(Loss) to intended (USD)
	2004 - 2012	Canada		Can\$	37,801,368.39	31,377,892.52			37,822,572.11	2005 - 2012	34,479,816.33	3,101,9
	2004 - 2012	France		Euro	70,874,367.37	87,584,779.29			70,874,367.37		93,273,116.31	5,688,3
Dec.2013	2013	France		Euro	7,436,663.95	10,324,398.10		TREASURER	7,436,663.95	9/17/2015	8,384,678.22	1,939,7
	2014	France		Euro	7,026,669.91	9,755,199.00 20,079,597.10		TREASURER	7,026,669.91	9/17/2015	7,922,730.75	1,832,4
						-						
8/9/2004	2004	Germany	BU 104 1006 01	US\$	18,914,439.57	18,914,439.57						
							8/3/2005	TREASURER	6,304,813.19	8/3/2005	6,304,813.19	
							8/11/2006 2/16/2007	TREASURER TREASURER	6,304,813.19 3,152,406.60	8/11/2006 2/16/2007	6,304,813.19 3,152,406.60	
							8/10/2007	TREASURER	3,152,406.60	8/10/2007	3,152,406.60	
							0/10/2007	TREAGURER	18,914,439.57	0/10/2007	18,914,439.58	
7/8/2005	2005	Germany	BU 105 1003 01	US\$	7,565,775.83	7,565,775.83	4/18/2006	TREASURER	1,260,962.64	4/18/2006	1,260,962.64	
							8/11/2006	TREASURER	1,260,962.64	8/11/2006	1,260,962.64	
							2/16/2007	TREASURER	1,260,962.64	2/16/2007	1,260,962.64	
							8/10/2007	TREASURER	1,260,962.64	8/10/2007	1,260,962.64	
							2/12/2008	TREASURER	1,260,962.64	2/12/2008	1,260,962.64	
							8/12/2008	TREASURER	1,260,962.63	8/12/2008	1,260,962.64	
5/10/2006	2006	Germany	BU 106 1004 01	Euro	11,662,922.38	14,473,718.52			7,565,775.83		7,565,775.83	
5, 15, 2550					,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	2,412,286.41	2/28/2007	TREASURER	1,943,820.40	2/28/2007	2,558,067.65	145
						2,412,286.41	8/10/2007	TREASURER	1,943,820.40	8/10/2007	2,681,305.85	269
	-					2,412,286.42	2/12/2008	TREASURER	1,943,820.40	2/12/2008	2,821,066.54	408
						2,412,286.42	8/12/2008	TREASURER	1,943,820.40	8/12/2008	2,930,114.87	517
						2,412,286.42	2/17/2009	TREASURER	1,943,820.40	2/17/2009	2,492,560.89	80
						2,412,286.44	8/12/2009	TREASURER	1,943,820.38 <b>11,662,922.38</b>	8/12/2009	2,760,613.72 11,662,922.38	348
7/23/2007	2007	Germany	BU 107 1006 01	Euro	11,662,922.38	14,473,718.52						
						2,412,286.42	2/12/2008	TREASURER	1,943,820.40	2/12/2008	2,821,066.54	408
						2,412,286.41	8/12/2008	TREASURER	1,943,820.39	8/12/2008	2,930,114.87	517
						2,412,286.42	2/17/2009	TREASURER	1,943,820.40	2/17/2009	2,492,560.89	80
						2,412,286.42 2,412,286.42	8/12/2009 2/11/2010	TREASURER TREASURER	1,943,820.38 1,943,820.40	8/12/2009 2/11/2010	2,760,613.72 3,179,312.65	348 767
						2,412,286.43	8/10/2010	TREASURER	1,943,820.41	8/10/2010	2,561,178.36	148
0/45/0000	0000		DII 400 4004 04		4 005 400 00				11,662,922.38		11,662,922.38	
8/15/2008	2008	Germany	BU 108 1004 01	Euro	4,665,168.96	5,789,487.42 964,914.57	2/17/2009	TREASURER	777,528.16	2/17/2009	997,024.36	32
						964,914.57	8/12/2009	TREASURER	777,528.16	8/12/2009	1,104,245.49	139
						964,914.57	2/11/2010	TREASURER	777,528.16	2/11/2010	529,107.91	(435
						964,914.57	8/10/2010	TREASURER	777,528.16	8/10/2010	1,024,470.50	59
						964,914.60	2/10/2011	TREASURER	777,528.16	2/10/2011	1,060,159.65	95
						964,914.54	6/20/2011	TREASURER	777,528.16	6/20/2011	1,095,381.67	130
12/18/2009	2009	Germany	BU 109 1007 01	Euro	9,121,815.12	13,884,041.00			4,665,168.96		4,665,168.96	
12/10/2003	2003	Cermany	DO 103 1007 01	Luio	3,121,013.12	2,314,006.88	2/11/2010	TREASURER	1,520,302.52	2/11/2010		
						2,314,006.88	8/10/2010	TREASURER	1,520,302.52	8/10/2010	2,003,150.60	(310
						2,314,006.88	2/10/2011	TREASURER	1,520,302.52	2/10/2011	2,072,932.49	(241
						2,314,006.88	6/20/2011	TREASURER	1,520,302.52	6/20/2011	2,141,802.19	(172
						2,314,006.88	2/3/2012	TREASURER	1,520,302.52	2/3/2012	2,002,998.57	(311
						2,314,006.60	8/8/2012	TREASURER	1,520,302.52	8/8/2012	1,881,982.56	(432
4/14/2010	2010	Germany	BU 110 1002 01	Euro	9,121,815.12	13,884,041.00			9,121,815.12		9,121,815.12	
4/14/2010	2010	Cermany	50 110 1002 01	LuiU	5,121,010.12	2,314,006.88	2/10/2011	TREASURER	1,520,302.52	2/10/2011	2,072,932.48	(241
						2,314,006.88	6/20/2011	TREASURER	1,520,302.52	6/20/2011	2,141,802.19	(172
						2,314,006.88	2/3/2012	TREASURER	1,520,302.52	2/3/2012	2,002,998.57	(311
						2,314,006.88	8/8/2012	TREASURER	1,520,302.52	8/8/2012	1,881,982.56	(432
						2,314,006.88	2/12/2013	TREASURER	1,520,302.52	2/12/2013	2,037,357.39	(276
		1				2,314,006.60	8/12/2013	TREASURER	1,520,302.52 9,121,815.12	8/12/2013	2,028,843.72	(285
4/27/2011	2011	Germany	BU 111 1001 01	Euro	3,648,726.05	5,553,616.51			9,121,815.12		9,121,815.12	
,,					.,,	925,602.75	2/3/2012	TREASURER	608,121.01	2/3/2012	801,199.43	(124
						925,602.75	8/8/2012		608,121.00	8/8/2012	752,792.86	(172
						925,602.75	2/12/2013		608,121.01	2/12/2013	814,942.98	(110
			1			925,602.75	8/12/2013		608,121.01	8/12/2013	811,537.48	(114
		+	<del> </del>	+		925,602.75 925,602.76	2/11/2014 8/12/2014	TREASURER TREASURER	608,121.01 608,121.00	2/11/2014 8/12/2014	824,186.40 814,152.39	(101
						920,002.76	0/12/2014	INLASURER	3,648,726.04	0/12/2014	4,818,811.54	(111
1/24/2013	2012	Germany	BU 113 1001 01	Euro	9,823,495.77	13,638,061.59		TDEACHER		0/12/22		
						2,273,010.27 2,273,010.26	2/12/2013	TREASURER	1,637,249.30	2/12/2013	2,194,077.79 2,184,909,18	(78
						2,273,010.26 2,273,010.27	8/12/2013 2/11/2014	TREASURER TREASURER	1,637,249.30	8/12/2013 2/11/2014	2,184,909.18 2,220,601.22	(88
						2,273,010.27	2/11/2014 8/12/2014	TREASURER	1,637,249.30 1,637,249.30	8/12/2014	2,220,601.22	(52
						909,204.11	2/10/2015	TREASURER	654.899.72	2/10/2015	749,663.71	(159
						3,636,816.42	8/5/2015	TREASURER	2,619,598.87	8/5/2015	2,868,722.72	(768
	•	1				(0.01)	BALANCE					•
0/05/0040	2042	Cormoni	BII 112 1001 01	Eur-	0.000 405 33	12 620 004 50		0.7000				
3/25/2013	2013	Germany	BU 113 1004 01	Euro	9,823,495.77	13,638,061.59 2,273,010.27	2/11/2014	0.7203 TREASURER	1,637,249.30	2/11/2014	2,220,601.22	(52
						2,273,010.27	8/12/2014	TREASURER	1,637,249.30	8/12/2014	2,191,949.36	(81
		+		1		2,273,010.27	8/12/2014	TREASURER	1,637,249.30	8/12/2014	2,191,949.36	(81

		SHMENTS	ENC						RECEIPTS	ı		
Gain /(Loss) to intended val (USD)	Actual Encashment value (USD)	Date of Encashment	Transfer amount in Original denomination	Agency	Date of transfer	Note Value in USD per UNEP	Amount (in Original denomination)	Denomination/ Type of currency	P/Note code	Country of Origin	Year of contribution	Date of Submission a/
(398,851.	1,874,159.27	2/10/2015	1,637,249.30	TREASURER	2/10/2015	2,273,010.27						
				TREASURER	BALANCE	4,546,020.51						
						5,455,224.66	3,929,398.32	Euro	BU 114 1003 01	Germany	2014	10/2/2014
(384,046.	1,434,361.37	8/5/2015	1,309,799.44	TREASURER	8/5/2015	1,818,408.22	0,020,000.02	Luio	BO 114 1005 01	Cermany	2014	10/2/2014
(44.1)4.14.	3,100,100,100	3,3,23,0	1,000,000	TREASURER	BALANCE	3,636,816.44						
						11,545,367.08	8,424,308.00	Euro	BU 115 1001 01	Germany	2015	1/19/2015
(713,273. (869,965.		2/10/2015 8/5/2015	3,159,115.50 3,159,115.50	TREASURER TREASURER	2/10/2015 8/5/2015	4,329,512.66 4,329,512.66						
(009,900.	3,439,347.30	0/3/2013	3,139,113.30	TREASURER	BALANCE	2,886,341.77						
						_,===,=====						
		11/17/2004	3,364,061.32	TREASURER	11/17/2004	3,364,061.32	3,364,061.32	US\$	D 11	Netherlands	2004	12/8/2003
	3,364,061.32	12/5/2005	3,364,061.32	TREASURER	12/5/2005	3,364,061.32	3,364,061.32	US\$	D 11	Netherlands	2005	12/8/2003
						40.740.500.00	7.040.504.00	GBP			2004	5/40/0004
380,132.	2,166,550.02	8/23/2005	1,207,260.68	TREASURER	8/23/2005	10,718,502.63 1,786,417.11	7,243,564.08	GBP		UK	2004	5/18/2004
944,460.	6,303,711.64		3,621,782.04	TREASURER		5,359,251.32						
900,549.		7/24/2006	3,621,782.04	TREASURER	7/24/2006	3,572,834.20						
2,225,142.	12,943,645.39		7,243,564.08									
						10,718,502.63	7,243,564.08	GBP		UK	2005	6/1/2005
450,274.		7/24/2006	1,207,260.68	TREASURER	7/24/2006	1,786,417.11						
1,354,916. 1,178,537.		8/9/2006 8/16/2006	3,163,681.03 2,872,622.37	TREASURER TREASURER	8/9/2006 8/16/2006	4,681,386.55 4,250,698.97						
2,983,728.	13,702,231.54	8/16/2006	7,243,564.08	IKEASUKEK	8/16/2006	4,250,698.97						
2,000,120.	10,702,201.04		1,240,004.00									
-	2,000,000.00	10/27/2005	2,000,000.00	TREASURER	10/27/2005	4,920,000.00	4,920,000.00	US\$		USA	2004	5/13/2005
	2,000,000.00	11/2/2006	2,000,000.00	TREASURER	11/2/2006							
		10/25/2007	920,000.00	TREASURER	10/25/2007							
	4,920,000.00		4,920,000.00									
-	3 2,000,000.00	11/2/2006	2,000,000.00	TREASURER	11/2/2006	3,159,700.00	3,159,700.00	US\$		USA	2005	3/1/2006
		10/25/2007	1,159,700.00	TREASURER	10/25/2007	3,159,700.00	3,159,700.00	05\$		USA	2005	3/1/2006
	3,159,700.00	10/23/2007	3,159,700.00	TREAGORER	10/23/2007							
	5,,		5,,									
	2,500,000.00	10/25/2007	2,500,000.00	TREASURER	10/25/2007	7,315,000.00	7,315,000.00	US\$		USA	2006	4/25/2007
		11/19/2008	2,500,000.00	TREASURER	11/19/2008							
-		5/11/2009	2,315,000.00	TREASURER	5/11/2009							
	7,315,000.00		7,315,000.00									
	3 2,341,500.00	11/19/2008	2,341,500.00	TREASURER	11/19/2008	4.683.000.00	4.683.000.00	US\$		USA	2008	2/21/2008
		5/11/2009	2,341,500.00	TREASURER	5/11/2009	4,000,000.00	4,003,000.00	ОЗФ		UJA	2000	2/21/2000
	4,683,000.00		4,683,000.00									
·						5,697,000.00	5,697,000.00	US\$		USA	2009	4/21/2009
		5/11/2009	1,900,000.00	TREASURER	5/11/2009					1		
-		11/4/2010 11/3/2011	1,900,000.00 1,897,000.00	TREASURER TREASURER	11/4/2010 11/3/2011							
<del>-</del>	5,697,000.00	11/3/2011	5,697,000.00	INLASURER	11/3/2011							
	5,557,500.00		5,551,566.00			5,840,000.00	5,840,000.00	US\$		USA	2010	5/12/2010
	1,946,666.00	11/4/2010	1,946,666.00	TREASURER	11/4/2010	1,946,666.00						
-	1,946,667.00	11/3/2011	1,946,667.00	TREASURER	11/3/2011	1,946,667.00						
		2/6/2012	1,946,667.00	TREASURER	2/6/2012	1,946,667.00						
	5,840,000.00		5,840,000.00			E 400 000 00	F 400 000 00	LICE		LICA	2044	0/44/0044
	1,730,000.00	11/3/2011	1,730,000.00	TREASURER	11/3/2011	5,190,000.00 1,730,000.00	5,190,000.00	US\$		USA	2011	6/14/2011
		2/6/2012	3,460,000.00	TREASURER	2/6/2012	3,460,000.00						
	5,190,000.00	2,0,2012	5,190,000.00		2,0,2012	2, .00,000.00						
						5,000,000.00	5,000,000.00	US\$		USA	2012	5/9/2012
		12/14/2012	1,666,667.00	TREASURER	12/14/2012	1,666,667.00						
-		11/14/2013	1,666,667.00	TREASURER	11/14/2013	1,666,667.00						
	1,666,666.00	31/10/2014	1,666,666.00 <b>5,000,000.00</b>	TREASURER	12/14/2012	1,666,666.00						
			5,000,000.00	TREASURER	7/4/2014	4,401,000.00	4,401,000.00	US\$		USA	2014	4/17/2014
	1,467,000.00	31/10/2014	1,467,000.00	TREASURER		1,467,000.00	4,401,000.00	υσφ		000	2014	4/11/2014
	.,,500.00	5.7.5.2011	.,,500.00	TREASURER		2,934,000.00						

#### TRUST FUND FOR THE MULTILATERAL FUND FOR THE IMPLEMENTATION OF THE MONTREAL PROTOCOL

## TABLE 15: OUTSTANDING PROMISSORY NOTES SCHEDULE OF ENCASHMENT AS AT 20 NOVEMBER 2015 (US\$)

	<b>Due in 2015</b>	<b>Due in 2016</b>	<b>Due in 2017</b>	Due in 2018	Unscheduled	TOTAL
FRANCE:						0
GERMANY:						
2012						0
2013		4,546,020				4,546,020
2014		1,818,408	1,818,408			3,636,816
2015		2,886,342				2,886,342
<u>USA</u>						
2014	1,467,000	1,467,000				2,934,000
	1,467,000	10,717,770	1,818,408		0	14,003,178

#### NOTE:

Germany's promissory notes due are payable in February and August of the relevant years. USA's promissory notes due are payable in November of the relevant years.

# LIST OF COUNTRIES WHICH HAVE EITHER CONFIRMED TO THE TREASURER IN WRITING THAT THEY WOULD BE USING THE FIXED-EXCHANGE-RATE MECHANISM DURING THE 2015 – 2017 REPLENISHMENT PERIOD OR PAID IN NATIONAL CURRENCIES WITHOUT FORMALLY WRITING TO THE TREASURER (AS AT 20 November 2015)

- 1. Australia
- 2. Austria
- 3. Canada
- 4. Croatia
- 5. Czech Republic
- 6. Denmark
- 7. Estonia
- 8. France
- 9. Germany
- 10. Italy
- 11. Ireland
- 12. Luxemburg
- 13. New Zealand
- 14. Poland
- 15. Russian Federation
- 16. San Marino
- 17. Slovak Republic
- 18. Switzerland
- 19. United Kingdom

#### Annex II

## LETTERS TO BE SENT TO THE RELEVANT GOVERNMENTS ON TRANCHE SUBMISSION DELAYS

Country	Recommendation by the Secretariat to the Executive Committee
Algeria	Noting that the third tranche (2014) was due for submission to the 71 <sup>st</sup> meeting in 2013, and
	urging the Government of Algeria to encourage the relevant enterprises to complete the
	conversion of their production lines to non-HCFC technologies, and to work with UNIDO
	so that the third tranche of the HCFC phase-out management plan (HPMP) can be submitted
	to the 76 <sup>th</sup> or 77 <sup>th</sup> meeting, on the understanding that the 20 per cent disbursement threshold
	for funding of the previous tranche had been achieved.
Antigua and Barbuda	Noting that an operational quota system is a requirement for the approval of the second
	tranche of an HPMP, and urging the Government of Antigua and Barbuda to complete the
	Ministerial Order for the implementation of the quota system, submit required progress and
	financial reports and to work with UNEP so that the second (2015) tranche can be submitted
	to the 76 <sup>th</sup> meeting.
Bangladesh	Noting that several activities had been completed in 2015 but that the rate of disbursement
	remains low, and urging the Government of Bangladesh to expedite the completion of the
	first (2011) and second (2013) tranches and to work with UNEP in training the NOU so that
	the third (2015) tranche can be submitted to the 77 <sup>th</sup> meeting, on the understanding that the
	20 per cent disbursement threshold for funding of the previous tranche had been achieved.
Cameroon	Noting that there were sufficient funds from the first and second tranches, and urging the
	Government of Cameroon to expedite the completion of activities in the first (2011) and
	second (2013) tranches and to work with UNIDO so that the third (2015) tranche can be
	submitted to the 76 <sup>th</sup> meeting, on the understanding that the 20 per cent disbursement
	threshold for funding of the previous tranche had been achieved.
Central African	Noting that there had been some activities completed in 2014, and urging the Government
Republic (the)	of the Central African Republic to work with UNEP to expedite project implementation so
	that the second (2013) tranche can be submitted to the 76 <sup>th</sup> or 77 <sup>th</sup> meeting, with a revised
	plan of action to take into account the reallocation of the 2013 and subsequent tranches,
~	accordingly.
Chile	Noting that the third (2013) tranche was approved at the 73 <sup>rd</sup> meeting in November 2014
	and that there had been delays in the procurement process, and urging the Government of
	Chile to work with UNDP and UNEP to make every possible effort to expedite
	implementation of the activities in the tranches under implementation, so that the fourth
	(2014) tranche could be submitted to the 76 <sup>th</sup> meeting, with a revised plan of action to take
	into account the reallocation of the 2014 and subsequent tranches, accordingly, on the
	understanding that the 20 per cent disbursement threshold for funding of the previous
Damagnatia Danuhlia	tranche had been achieved.  Noting that there have been changes in the NOU but that procurement had been completed
Democratic Republic	
of the Congo (the)	and disbursement increased in 2014-2015, and urging the Government of the Democratic Republic of the Congo to work with UNDP and UNEP so that the third (2015) tranche can
	be submitted to the 76 <sup>th</sup> meeting.
Haiti	Noting that the second (2014) tranche was due in 2013 but that Haiti has not confirmed that
Haiti	an HCFC quota system was in place, and urging the Government of Haiti to work with
	UNEP to expedite the establishment of the quota system so that the second (2014) tranche
	can be submitted to the 76 <sup>th</sup> meeting, with a revised plan of action to take into account the
	reallocation of the 2014 and subsequent tranches, accordingly.
Myanmar	Noting that an agreement between the Government of Myanmar and UNEP is required to
1,17 01111101	implement the first (2012) tranche of stage I of the HPMP and urging the Government to
	complete the agreement with UNEP and expedite the implementation of the tranche so that
	the second (2015) tranche can be submitted to the 76 <sup>th</sup> meeting, with a revised plan of action
	to take into account the reallocation of the 2015 and subsequent tranches, accordingly, on
	the understanding that the 20 per cent disbursement threshold for funding of the previous
	tranche had been achieved.

Country	Recommendation by the Secretariat to the Executive Committee
Philippines (the)	Noting that the required verification reports for 2013 and 2014 and the progress and financial reports have not been submitted, and urging the Government of the Philippines to work with UNEP to complete the required verification and progress and financial reports so that the second (2015) tranche can be submitted to the 76 <sup>th</sup> meeting.
Qatar	Noting that both the second (2013) and third (2015) tranche were past due, and urging the Government of Qatar to work with UNEP to expedite the signing of the agreement and with UNIDO for the endorsement letter so that the second (2013) tranche could be submitted to the 76 <sup>th</sup> meeting with a revised plan of action to take into account the reallocation of the 2013 and subsequent tranches, accordingly.
Saint Lucia	Noting the delay in the completion of the verification report, and urging the Government of Saint Lucia to work with UNEP and UNIDO to submit the third (2015) tranche to the 76 <sup>th</sup> meeting.
Senegal	Noting that the second (2014) tranche was withdrawn, and urging the Government of Senegal to work with UNEP and UNIDO to submit the 2013 and 2014 verification reports and resolve the potential data discrepancies, if applicable, so that the second (2014) tranche could be submitted to the 76 <sup>th</sup> meeting, with a revised plan of action to take into account the reallocation of the 2014 and subsequent tranches, accordingly.
South Africa	Noting that several activities have been completed in the first (2012) and second (2013) tranches of stage I of the HPMP and that there are sufficient funds available from these tranches at this time, and urging the Government of South Africa to work with UNIDO to expedite the implementation of the HPMP so that the third (2015) tranche of the HPMP can be submitted to the 76 <sup>th</sup> or 77 <sup>th</sup> meeting, on the understanding that the 20 per cent disbursement threshold for funding of the previous tranche had been achieved.
Thailand	Noting that several activities have been completed and that the grant agreement has been signed but that a verification report was due, and urging the Government of Thailand to work with the World Bank to complete the verification report and expedite the implementation of the HPMP so that the third (2014) tranche can be submitted to the 76 <sup>th</sup> meeting, with a revised plan of action to take into account the reallocation of the 2014 and subsequent tranches, accordingly, and on the understanding that the 20 per cent disbursement threshold for funding of the previous tranche had been achieved.
Timor-Leste	Noting that there were sufficient funds from the second (2013) tranche to implement activities through December 2015 but that a progress and financial report was due to UNEP, and urging the Government of Timor-Leste to submit the required progress and financial report to UNEP and work with UNDP and UNEP to expedite implementation so that the 2015 tranche could be submitted to the 76 <sup>th</sup> meeting.
Tunisia	Noting that the second (2015) tranche that was submitted to the 75 <sup>th</sup> meeting was withdrawn, and urging the Government of Tunisia to work with UNEP, UNIDO and the Government of France, to expedite progress so that the 2015 tranche could be submitted to the 76 <sup>th</sup> meeting, on the understanding that the 20 per cent disbursement threshold for funding of the previous tranche had been achieved.

#### **Annex III**

#### HCFC PHASE-OUT MANAGEMENT PLAN (HPMP) PROJECT COMPLETION REPORT (PCR) FORMAT

#### **SECTION 1: OVERVIEW**

1.1	Country:				
1.2	Agreement title:				
1.3	Date approved				
	(first tranche):				
		Planned	Approv		Actual
		(as per agreement)	(as per inve	entory)	(as per progress report)
1.4	Date of completion				
	(last tranche):				
1.5	Conversion/alternative technology	From:	From:		To:
	used:	To:	To:		
		From:	From:		To:
		To:	To:		
		From:	From:		To:
		To:	To:		
1.6	ODP phase-out:				
1.7	Total MLF funding:				
1.8	Total counterpart funding				
	(for eligible incremental cost):				
1.9	Total project costs:				
1.10	Overall assessment	[]			
	(achievement of project objective):*				
1.11	Non-compliance Y/N				
		Agency			Name, Date
					[]
1.12	Implementing agency:		•		
1.13	Cooperating agency:				

#### **SECTION 2: AMOUNT OF ODS CONSUMED BY YEAR**

	Substance	Years	Total
Montreal Protocol limit	ODS1		
	ODS2		
	ODS3		
Maximum allowable	ODS1		
consumption	ODS2		
	ODS3		
Phase-out as per agreement (	ODP tonnes)		
Approved phase-out (ODP to	onnes) (inventory)		
Actual phase-out (ODP tonne	es) (progress report)		

<sup>\*</sup> Use: Satisfactory as planned, satisfactory but not as planned, unsatisfactory (1, 3, 5)

#### **SECTION 3: FATE OF ODS-BASED EQUIPMENT**

	List of equipment rendered unusable (the baseline)*								
Name of equipment	Description	Disposal type**	Date of disposal	Fate of equipment disposed/destroyed	Fate of ODS in the equipment disposed/destroyed				

<sup>\*</sup> List of equipment to be rendered unusable or to be modified according to the project document.

#### **SECTION 4: BUDGET AND EXPENDITURE OF HPMPs\***

Agency	Project budget	Total	Balance	External/other sources of financing
Lead agency	Funding as per agreement			
	(a) Funds approved (inventory)			
	(b) Funds disbursed (progress report)			
Cooperating	Funding as per agreement			
agency	(a) Funds approved (inventory)			
	(b) Funds disbursed (progress report)			
Total MLF funding				
Explanations if need	ed			

<sup>\*</sup> Note: In case the PCR is still provisional this may serve on project expenditure at the time of the PCR with the understanding that a final financial completion report will be prepared as an update once the accounts of the project are cleared.

#### **SECTION 5: IMPLEMENTATION EFFECTIVENESS**

#### 5.1. Results\*

Agency	Type of activity	Planned output	Actual activity output	Evaluation	Explanation (if necessary)
	A. Investment				
	Sector (a)				
	Activity 1			Satisfactory as planned, satisfactory but not as planned, unsatisfactory (1,3,5)	
	Activity 2				
	Activity 3, etc.				
	Sector (b), etc.				
	Activity 1				
	Activity 2				
	Activity 3, etc.				
	B. Non-				
	investment				
	Sector (a)				
	Activity 1				
	Activity 2				
	Activity 3, etc.				
	Sector (b), etc.				

<sup>\*\*</sup> Type of equipment disposal.

Agency	Type of activity	Planned output	Actual activity output	Evaluation	Explanation (if necessary)
	A. Investment				
	Sector (a)				
	Activity 1			Satisfactory as planned, satisfactory but not as planned, unsatisfactory (1,3,5)	
	Activity 2				
	Activity 3, etc.				
	Sector (b), etc.				
	Activity 1				
	Activity 2				
	Activity 3, etc.				
	B. Non-				
	investment				
	Sector (a)				
	Activity 1				
	Activity 2				
	Activity 3, etc.				
	Sector (b), etc.				

<sup>\*</sup> Add sectors and activities as needed.

**5.2** Delays in implementation

J.Z Delays I		ation					
Project number	Tranche*	Actual date of approval	Planned date of completion	Planned duration (months)	Actual date of completion	Actual duration (months)	Delay (months)

<sup>\*</sup> Please indicate if several tranches were approved at the same time, e.g. Tranches: 1, 2, etc.

5.3 Causes of delays of HPMP by category

Agency	Category	Causes of delays	Measures to overcome delay
	Implementing/cooperating agency		
	Delays in funding following tranches approval		
	Low disbursement of funds		
	Executive Committee provisions		
	Project design		
	Enterprise delay		
	Supplier delay		
	ODS legislation		
	Verification audit report		
	External (regional, global factors)		
	Other (describe)		
	Implementing/cooperating agency		
	Delays in funding following tranches approval		
	Low disbursement of funds		
	Executive Committee provisions		
	Project design		
	Enterprise delay		
	Supplier delay		
	ODS legislation		
	Verification audit report		
	External (regional, global factors)		
	Other (describe)		

#### **SECTION 6: LESSONS LEARNED**

- (a) Lead agency
- (b) Cooperating agency

Below is a non-exhaustive list of possible lessons learned topics:

- From the project implementation;
- In relation to national and sectoral approach;
- In relation to execution of subprojects;
- In relation to supervision and monitoring of subproject
- In relation to technical issues;
- In relation to availability of alternative technologies;
- In relation to policy and regulatory framework;
- In relation to import control;
- In relation to external cooperation;
- In relation to capacity building;
- In relation to public awareness;
- In relation to government commitment;
- In relation to Executive Committee policy, implementing agency performance, inter-agency cooperation, etc.;
- In relation to institutional strengthening;
- In relation to project design and preparation;
- In relation to geo-political issues;
- In relation to environmental issues;
- In relation to external and/or other sources of financing;
- In relation to the fate of equipment disposed/destroyed and the ODS contained in the equipment;
- In relation to cultural issues; and
- In relation to variability in energy savings (for chillers projects).

#### **SECTION 7: COMMENTS**

- 7.1 Comments of the lead agency:
- 7.2 Comments of the cooperating agency:
- 7.3 Comments of the national counterpart:

#### **SECTION 8: SUMMARY OF KEY DATA ON TRANCHES IN HPMP**

Project number	Sector	Tranche*	Agency	Date approved	Date completed	Funds approved	Funds disbursed	ODP phase-out (approved)	ODP phase-out (actual)	Remarks

<sup>\*</sup> Please indicate if several tranches were approved at the same time, e.g. Tranches: 1, 2.

Annex IV
PROJECTS WITH IMPLEMENTATION DELAYS

Agency	Code	Project Title	Category of Delays
France	AFR/DES/68/TAS/41	Strategy for disposal and destruction of ODS for five low- volume-consuming Central African countries (Burundi, Cameroon, Central African Republic, Congo and Guinea)	12 months delays
Italy	IND/ARS/56/INV/424	Plan for phase-out of CFCs in the manufacture of pharmaceutical MDIs	12 months delays
Spain	LAC/FUM/54/TAS/40	Technical assistance to introduce chemical alternatives in countries which have rescheduled methyl bromide phase out plan (Argentina and Uruguay)	12 months delays
UNDP	IND/ARS/56/INV/423	Plan for phase-out of CFCs in the manufacture of pharmaceutical MDIs	12 months delays
UNDP	PAK/ARS/56/INV/71	Plan for phase-out of CFCs in the manufacture of pharmaceutical MDIs	12 months delays
UNEP	NEP/DES/59/TAS/27	Destruction of confiscated ODS	12 months delays
UNEP	TRI/FUM/65/TAS/28	Technical assistance to phase out the use of methyl bromide	12 and 18 months delays
UNIDO	EGY/ARS/50/INV/92	Phase-out of CFC consumption in the manufacture of aerosol metered dose inhalers (MDIs)	12 months delays
UNIDO	IRQ/FUM/62/INV/13	Technical assistance for alternatives to methyl bromide	12 months delays
UNIDO	IRQ/REF/57/INV/07	Replacement of refrigerant CFC-12 with isobutane and foam blowing agent CFC-11 with cyclopentane in the manufacture of domestic refrigerators and chest freezers at Light Industries Company	12 months delays
UNIDO	MOZ/FUM/60/TAS/20	Technical assistance for the elimination of controlled uses of methyl bromide in soil fumigation	12 and 18 months delays
UNIDO	ZAM/FUM/56/INV/21	Technical assistance for the total phase out of methyl bromide in tobacco, cut flowers, horticulture and post-harvest uses	12 months delays
World Bank	CPR/ARS/51/INV/447	Phase-out of CFC consumption in the pharmaceutical aerosol sector (2007-2008 biennial programme)	12 months delays

<sup>(\*)</sup> Due to the political and security situation in the Central African Republic and Syrian Arab Republic, these countries are not required to submit a report on progress to the 76<sup>th</sup> meeting.

Annex V

#### PROJECTS WITH ADDITIONAL STATUS REPORTS

Country/Project code	Project title	Reasons	Agency
Algeria (ALG/DES/72/DEM/78)	Pilot demonstration project on ODS waste management and disposal	Low disbursement rates of approved funds and the provision of a nomination for a representative for a work group to initiate project activities.	France
Mexico (MEX/DES/63/DEM/155)	Demonstration project for disposal of unwanted ODS	The approval of the technique of destruction of the ODS waste at the cement kiln facility by the Government.	France
Tunisia (TUN/PHA/72/INV/57 TUN/PHA/72/INV/60)	HCFC phase-out management plan (stage I)	Low disbursement rate of approved funds.	France
Afghanistan (AFG/PHA/63/INV/13 AFG/PHA/72/INV/17)	HCFC phase-out management plan (stage I, first and second tranche)	To monitor whether the issue of project execution has been resolved due to the security situation in the country.	Germany
Argentina (ARG/REF/61/INV/163)	Phase-out of HCFC-22 in the room and unitary air-conditioning equipment manufacturing sector	Slow implementation due to the delay in completion of the civil works that is a pre-requisite for the installation of equipment for the last company of the project.	Italy
Mexico (MYA)	HCFC phase-out management plan (stage II, first tranche) (reclamation of HCFC refrigerants)	Low disbursement rates of approved funds.	Italy
China (CPR/DES/67/DEM/521)	Pilot demonstration project on ODS waste management and disposal	The amount of ODS destroyed by the project due to the low rates of disbursement of approved funds.	Japan
Mongolia (MON/PHA/63/INV/18)	HCFC phase-out management plan (stage I, first tranche)	The choice of suitable alternative technology for the extruded polystyrene foam companies.	Japan
Philippines (the) (PHI/FOA/62/INV/91)	Sector plan to phase out HCFC-141b in the foam sector	Low disbursement rates of approved funds despite having completed several activities.	Japan
Region: Africa (AFR/REF/48/DEM/35)	Strategic demonstration project for accelerated conversion of CFC chillers in African countries	The installation of chillers in Nigeria, Senegal and Sudan (the) due to slow disbursement.	Japan
Barbados (MYA)	HCFC phase-out plan (stage I)	Project implementation progress and disbursement rates of approved funds.	UNDP
Brazil (BRA/REF/47/DEM/275)	Demonstration project for integrated management of the centrifugal chiller sub-sector, focusing on application of energy-efficient CFC-free technologies for replacement of CFC-based chillers.	Project implementation progress and disbursement rates of approved funds.	UNDP
Saint Kitts and Nevis (MYA)	HCFC phase-out plan (stage I)	Project implementation progress and disbursement rates of approved funds.	UNDP

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Country/Project code	Project title	Reasons	Agency
Afghanistan (AFG/PHA/72/TAS/16)	HCFC phase-out management plan	Actions taken towards the opening of the bank account to facilitate the transfer of funds.	UNEP
Bahamas (the) (BHA/PHA/71/TAS/21)	HCFC phase-out management plan	Signing of the project document/letter of agreement and low disbursement rates of approved funds.	UNEP
Benin (BEN/PHA/70/TAS/28)	HCFC phase-out management plan	Low disbursement rates of approved funds and project implementation progress.	UNEP
Cabo Verde (CBI/PHA/71/TAS/18)	HCFC phase-out management plan	Low disbursement rates of approved funds and project implementation progress.	UNEP
Comoros (the) (COI/PHA/70/TAS/21)	HCFC phase-out management plan	Low disbursement rates of approved funds and project implementation progress.	UNEP
Congo (the) (PRC/PHA/71/TAS/26)	HCFC phase-out management plan	Low disbursement rates of approved funds and project implementation progress.	UNEP
Dominican Republic (the) (DOM/PHA/69/TAS/52)	HCFC phase-out management plan	Low disbursement rates of approved funds and project implementation progress.	UNEP
Eritrea (ERI/PHA/67/TAS/11)	HCFC phase-out management plan	Low disbursement rates of approved funds and project implementation progress.	UNEP
Gambia (the) (GAM/PHA/71/TAS/28)	HCFC phase-out management plan	Low disbursement rates of approved funds and project implementation progress.	UNEP
Guinea (GUI/PHA/72/TAS/29)	HCFC phase-out management plan	Low disbursement rates of approved funds and project implementation progress.	UNEP
Honduras (HON/PHA/63/TAS/35)	HCFC phase-out management plan	Low disbursement rates of approved funds and project implementation progress.	UNEP
Honduras (HON/PHA/70/TAS/38)	HCFC phase-out management plan	Low disbursement rates of approved funds and project implementation progress.	UNEP
Iraq (IRQ/PHA/65/TAS/17)	HCFC phase-out management plan	Low disbursement rates of approved funds and project implementation progress.	UNEP
Jamaica (JAM/PHA/70/TAS/33)	HCFC phase-out management plan	Low disbursement rates of approved funds and project implementation progress.	UNEP
Mauritania (MAU/PHA/55/PRP/20)	Preparation of a HCFC phase-out management plan	The submission of the HCFC phase-out management plan.	UNEP
Morocco (MOR/SEV/59/INS/63)	Renewal of the institutional strengthening project (phase IV)	Signing of the agreement and low disbursement rates of approved funds.	UNEP
Myanmar (MYA/PHA/68/TAS/14)	HCFC phase-out management plan	Low disbursement rates of approved funds and project implementation progress.	UNEP

Country/Project code	Project title	Reasons	Agency
Pakistan	HCFC phase-out management plan	Low disbursement rates of approved funds and project	UNEP
(PAK/PHA/70/TAS/84)		implementation progress.	
Peru	Renewal of institutional strengthening project (phase IV: 1/2013-	Signing of the agreement and low disbursement rates of	UNEP
(PER/SEV/68/INS/45)	12/2014)	approved funds.	
Qatar	HCFC phase-out management plan	Signing of the project document/letter of agreement and low	UNEP
(QAT/PHA/65/TAS/17)		disbursement rates of approved funds.	
Serbia	HCFC phase-out management plan	Low disbursement rates of approved funds and project	UNEP
(YUG/PHA/71/TAS/43)		implementation progress.	
South Sudan	Preparation of a HCFC phase-out management plan	The submission of the HCFC phase-out management plan.	UNEP
(SSD/PHA/70/PRP/02)			
Togo	HCFC phase-out management plan	Low disbursement rates of approved funds and project	UNEP
(TOG/PHA/71/TAS/25)		implementation progress.	
Tunisia	HCFC phase-out management plan	Low disbursement rates of approved funds and project	UNEP
(TUN/PHA/72/TAS/56)		implementation progress.	
Uganda	HCFC phase-out management plan	Low disbursement rates of approved funds and project	UNEP
(UGA/PHA/68/TAS/16)		implementation progress.	
Yemen	HCFC phase-out management plan	Low disbursement rates of approved funds and project	UNEP
(YEM/PHA/68/TAS/40)		implementation progress.	
Zambia	HCFC phase-out management plan	Signing of the project document/letter of agreement and low	UNEP
(ZAM/PHA/71/TAS/28)		disbursement rates of approved funds.	
Algeria	Pilot demonstration project on ODS waste management and	Project implementation progress including the disbursement	UNIDO
(ALG/DES/72/DEM/79)	disposal	rates of approved funds.	
Algeria (MYA)	HCFC phase-out management plan (stage I)	Low disbursement rates of approved funds.	UNIDO
Argentina (MYA)	National phase-out plan	The use of funds reallocated from the NPP to the HPMP per	UNIDO
		decision 66/42(h).	
Argentina	Phase-out of methyl bromide in strawberry, protected vegetables	Submission of consultant reports and completion of the project.	UNIDO
(ARG/FUM/30/INV/105)	and cut flower production		
Burkina Faso	HCFC phase-out management plan (stage I, first tranche)	Project implementation progress.	UNIDO
(BKF/PHA/62/INV/30)			
Chile	National phase-out of methyl bromide, terminal project (second	Dissemination of the results of the project at universities, in	UNIDO
(CHI/FUM/69/INV/178)	tranche)	publications, and through general awareness raising campaign	
China	Sector plan for phase-out of CFCs consumption in MDI sector	The finalization of the bidding processes and award of the	UNIDO
(CPR/ARS/56/INV/473)		respective contracts.	
Ethiopia	Project preparation in the fumigant sector (flowers)	The outcome of the training of national stakeholders and the	UNIDO
(ETH/FUM/54/PRP/18)		completion of the project by 31 December 2015.	
Ethiopia (MYA)	HCFC phase-out management plan (stage I)	Low disbursement rates of approved funds.	UNIDO

Country/Project code	Project title	Reasons	Agency
Iran (Islamic Republic of) (IRA/PHA/68/INV/209)	HCFC phase-out management plan (stage I, second tranche) (foam sector plan)	Progress in disbursement of approved funds, noting that the fourth tranche was approved at the 74 <sup>th</sup> meeting.	UNIDO
Iraq (MYA)	National phase-out plan	The installation of the equipment, or the completion of the project noting the completion date of December 2015 in line with decision 73/8(c).	UNIDO
Iraq (MYA)	HCFC phase-out management plan (stage I)	Low disbursement rates of approved funds.	UNIDO
Kuwait (MYA)	HCFC phase-out management plan (stage I)	Low disbursement rates of approved funds.	UNIDO
Lebanon (LEB/DES/73/DEM/83)	Pilot demonstration project on ODS waste management and disposal	Project implementation progress including the disbursement rates of approved funds.	UNIDO
Mexico (MEX/DES/63/DEM/154)	Demonstration project for disposal of unwanted ODS	Project implementation progress including the disbursement rates of approved funds.	UNIDO
Morocco (MOR/PHA/65/INV/68)	HCFC phase-out management plan (stage I, first tranche) (refrigeration servicing sector)	The renegotiation of contracts with custom authorities and ONCF (beneficiary).	UNIDO
Mozambique (MYA)	HCFC phase-out management plan (stage I)	Low disbursement rates of approved funds.	UNIDO
Nigeria (NIR/DES/67/DEM/133)	Demonstration project for disposal of unwanted ODS	Project implementation progress including the disbursement rates of approved funds.	UNIDO
Qatar (QAT/SEV/59/INS/15)	Renewal of institutional strengthening project (phase III)	Low disbursement rates of approved funds.	UNIDO
Rwanda (RWA/PHA/64/INV/18)	HCFC phase-out management plan (stage I, first tranche)	The installation of equipment retrieved from customs.	UNIDO
Tunisia (MYA)	HCFC phase-out management plan (phase I)	Low disbursement rates of approved funds.	UNIDO
Turkey (TUR/DES/66/DEM/99)	Demonstration project for disposal of unwanted ODS	Project implementation progress including the disbursement rates of approved funds.	UNIDO
Region: Africa (AFR/FUM/54/DEM/40)	Regional demonstration project on alternatives to the use of methyl bromide for treatment of high moisture dates (Algeria and Tunisia)	The identification of a local expert for the Algeria component, the status of implementation of the project, and how this project relates to the one approved for Algeria at the 73 <sup>rd</sup> meeting.	UNIDO
Region: Europe (EUR/DES/69/DEM/14)	Demonstration of a regional strategy for ODS waste management and disposal in the Europe and Central Asia region	Project implementation progress including the disbursement rates of approved funds.	UNIDO
Region: West Asia (ASP/REF/69/DEM/57)	Promoting low-global warming potential refrigerants for air- conditioning sectors in high-ambient temperature countries in West Asia	The building and testing of prototypes if a final report on the completion of the project is not submitted for consideration to the $76^{th}$ meeting.	UNIDO
Argentina (MYA)	HCFC phase-out management plan (stage I)	The re-establishment of the project coordination unit.	World Bank
China (MYA)	HCFC production phase-out management plan (stage I)	The dismantling of the remaining HCFC production line.	World Bank

Country/Project code	Project title	Reasons	Agency
Thailand (MYA)	HCFC phase-out management plan (stage I)	The disbursement rate.	World
			Bank
Global	Global chiller replacement project (China, India, Indonesia,	The disbursement including the initiation of the chiller activities	World
(GLO/REF/47/DEM/268)	Malaysia and Philippines)	in Argentina.	Bank

#### Annex VI

# REVISED AGREEMENT BETWEEN THE GOVERNMENT OF INDIA AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE ACCELERATED CFC PRODUCTION PHASE-OUT

- 1. This Agreement supplements the Consensus Agreement for the Indian production sector for which the Executive Committee and the Government of India entered into at the 29<sup>th</sup> meeting ("the Existing Agreement"). This Agreement represents the understanding of India ("the Country") and the Executive Committee with respect to the Accelerated Phase-out of the CFC Production by 1 August 2008.
- 2. The Country agrees to revise its CFC production phase-out schedule with the understanding that:
  - (a) India would produce no more than 690 MT of CFCs, primarily for the manufacturing of metered-dose inhalers (MDIs) up until 1 August 2008;
  - (b) India's CFC producers would sell no more than 825 MT of CFCs for MDI production in the years 2008 and 2009, comprising 690 MT of new production and 135 MT reprocessed from existing stock;
  - (c) India would export 1,228 MT of CFCs no later than 31 December 2009;
  - (d) India would not import any new virgin CFCs;
  - (e) Any by-product non-pharmaceutical grade CFCs generated from the production under sub-paragraph (a) are counted against the limit in row 2 of Table 1 in Appendix 1 and could be released to the market;
  - (f) This Agreement does not cover any CFC production that may be agreed by the Parties to meet essential uses for India; and
  - (g) Other conditions in the Existing Agreement, in addition to the above, are applied to this Agreement.
- 3. The Country accepts that, by its acceptance of this Agreement and performance by the Executive Committee of its funding obligations described in Table 2 of Appendix 1, it is precluded from applying for or receiving further funding from the Multilateral Fund in respect to the phase-out of the production of CFCs.
- 4. 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 of Table 2 in Appendix 1 (the "Funding") to the Country. The Executive Committee will provide the funding tranches associated to the new accelerated phase-out at the 57<sup>th</sup> and 60<sup>th</sup> Executive Committee Meetings. For the subsequent tranche in 2009 under the Existing Agreement, the release of this tranche will follow the terms and conditions stipulated in the Existing Agreement.

- 5. The Country will meet the production limits as indicated in row 2 of Table 1 in Appendix 1. The Country also agrees to allow for independent technical audits administered by the implementing agencies (World Bank, and UNDP for the final technical audit) in order to confirm the production, reprocessing limit, sales (both export and domestic) and stock of CFCs in accordance with the Agreement.
- 6. 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 Country also agrees to establish policies or enforcement mechanisms to ensure coordination of CFC phase-out efforts in both the production and consumption sectors by implementing policy and regulatory measures set out in Appendix 2.
- 7. Should the Country, for any reason, not meet the Targets for the elimination of the Substances or otherwise does not comply with this Agreement, then the Country agrees that it will not be entitled to the Funding. In the discretion of the Executive Committee, funding will be reinstated according to a revised Funding Disbursement 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 instalment of Funding under the Funding Disbursement Schedule. In addition, the Government of India understands that the Executive Committee may reduce the funding of the subsequent tranches on the basis of US \$1,000 per ODP tonnes of reductions not achieved for the commitments mentioned in paragraphs 2 and 5 of this Agreement.
- 8. The Funding components of this Agreement will not be modified on the basis of any future Executive Committee decision that may affect the Funding of any other production sector projects or any other related activities in the Country.
- 9. The Country, the Executive Committee, the World Bank and UNDP may mutually agree to take steps to facilitate implementation of this Agreement. In particular, it will provide access by the World Bank and UNDP to information necessary to verify compliance with this Agreement.
- 10. All of the agreements 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 Protocol unless otherwise defined herein.
- 11. This revised Agreement supersedes the Agreement reached between the Government of India and the Executive Committee at the  $56^{th}$  meeting of the Executive Committee.

#### Appendix I TARGETS AND FUNDING

**Table 1. Production targets** 

Decarintian	Year		
Description	2008	2009	2010
1. Targets under the Existing Agreement (ODP tonnes)	2,259	1,130	0
2. Production under this Agreement (ODP tonnes)	690	0	0

**Table 2. Funding** 

Description	Year			
Description	2008*	2009*	2010**	
1. Funding under the Existing Agreement (US \$'000s)	6,000	6,000	0	
2. Support cost under the Existing Agreement (US \$'000s)	450	450	0	
3. Total adjusted funding for this Agreement (US \$' 000s)	0	2,113	1,057	
4. Support cost for the adjusted funding for this Agreement(US \$'000s)	0	0	238	
5. Total funding to be released to the country and agencies	6,450	8,563	1,295	

<sup>(\*)</sup> Funding approved for the World Bank.

## Appendix II POLICY AND REGULATORY MEASURES

- 1. As per the Plan of Action submitted by the Country at the 54<sup>th</sup> Meeting of the Executive Committee, the Country agrees to undertake the following measures:
  - (a) Ban the production of CFCs, excluding any production for essential uses that may be agreed by the Parties for India, by 1 August 2008;
  - (b) Ensure consistency of the consumption schedule of the Ozone Rules and the consumption limits in row 3 of Appendix 2–A of the Agreement between the Government of India and the Executive Committee for the national phase-out of CFC consumption in India focusing on the refrigeration service sector;
  - (c) India will not import any more new/virgin CFCs; and
  - (d) Strengthening of the system for monitoring movement of CFC stocks and imports, if any.

<sup>(\*\*)</sup> Funding returned to the Multilateral Fund by the World Bank and approved for UNDP at the 75<sup>th</sup> meeting

#### Annex VII

## REVISED AGREEMENT BETWEEN THE GOVERNMENT OF INDIA AND THE EXECUTIVE COMMITTEE FOR THE PHASE-OUT IN CONSUMPTION AND PRODUCTION OF CTC

- 1. This Agreement represents the understanding of India (the "Country") and the Executive Committee with respect to the complete phase-out of consumption and production of the Montreal Protocol controlled substance set out in Appendix 1-A (the "Substance") prior to 1 January 2010, in compliance with Protocol schedules.
- 2. The Country agrees to phase out consumption and production of the Substance, as defined by the Montreal Protocol, in accordance with the annual phase-out targets set out in rows 1 and 2 of Appendix 2-A (the "Targets") for this Agreement, which at a minimum, correspond to the reduction schedules mandated by the Montreal Protocol. The Country accepts that, by its acceptance of this Agreement and performance by the Executive Committee of its funding obligations described in paragraph 4, it is precluded from applying for or receiving further funding from the Multilateral Fund in respect to the Substance.
- 3. The Country considers that the use of the Substance in the production of DV acid chloride (DVAC) to be a feedstock use. If either the Country or the Parties ever reclassify that use or any other feedstock use to a controlled status, the Country agrees that it would phase out that use with no compensation from the Multilateral Fund.
- 4. 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 15 of Appendix 2-A (the "Funding") to the Country. The Executive Committee will, in principle, provide this funding at the Executive Committee meetings specified in Appendix 3-A (the "Funding Approval Schedule").
- 5. The Country will meet the consumption and production limits for the Substance as indicated in rows 1 and 2 in Appendix 2-A. It will also accept independent verification by the relevant Implementing Agency of achievement of these consumption and production limits as described in paragraph 9 of this Agreement.
- 6. The Executive Committee will not provide the Funding in accordance with the Funding Disbursement Schedule unless the Country satisfies the following conditions at least 30 days prior to the applicable Executive Committee meeting set out in the Funding Disbursement Schedule:
  - (a) That the Country has met the Targets for the applicable year;
  - (b) That the meeting of these Targets has been independently verified as described in paragraph 9; and
  - (c) That the Country has submitted and received endorsement from the Executive Committee for an annual implementation programme in the form of Appendix 4-A (the "Annual Implementation Programs") in respect of the year for which funding is being requested.
- 7. The Country will ensure that it conducts accurate monitoring of its activities under this Agreement. The institutions set out in Appendix 5-A (the "Monitoring") will monitor and report on that monitoring in accordance with the roles and responsibilities set out in Appendix 5-A. This monitoring will also be subject to independent verification as described in paragraph 9.

- 8. While the Funding was determined on the basis of estimates of the needs of the Country to carry out its obligations under this Agreement, the Executive Committee agrees that the Country will have full flexibility in the use of Multilateral Fund assistance to achieve the overall objectives of this Agreement and to meet its obligations to the Montreal Protocol. Therefore, specific funds that were thought to be needed for specific items originally proposed in the Plan for the Phase out of Consumption and Production of CTC, except the US \$2 million which must be used by the Country solely to implement, monitor and effectuate full compliance with this Agreement, can be reallocated to other activities as long as expenditures are consistent with this Agreement and eligible within the context of the Montreal Protocol. Any remaining funds provided to the Country pursuant to this Agreement may be used in any manner that the Country believes will achieve the smoothest and most efficient CTC phase out.
- 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 World Bank (the "Lead IA") has agreed to be the lead implementing agency and the Governments of France, Germany, and Japan, UNDP and UNIDO (the "Cooperating IAs") have agreed to be cooperating implementing agencies under the lead of the Lead IA in respect of the Country's activities under this Agreement. The Lead IA will be responsible for carrying out the activities listed in Appendix 6-A, including performance and financial verification in relation to all activities, within the purview of the World Bank, in accordance with this Agreement and with specific World Bank procedures and requirements. The Country also agrees to periodic evaluations, which will be carried out under the monitoring and evaluation work programmes of the Multilateral Fund. The Cooperating IAs will be responsible for carrying out activities listed in Appendix 6-B, including performance and financial verification in relation to activities implemented under their supervision.
- 10. The Lead IA will assist the Country to implement activities required for achieving the Targets specified in this Agreement and also to assist the Country to carry out activities related to policy and regulatory development to support sustainable phase-out of the Substance in both the consumption and production sectors. The Cooperating IAs will, in collaboration with the Lead IA, provide support for activities related to investment activities to support the phase-out of the Substance in the metal cleaning and process agent applications and in the textile industry as described in the sector plan (IND/PHA/40/INV/363). The funding for activities implemented by the bilateral Cooperating IAs will be counted against their bilateral contributions to the Multilateral Fund in annually specified tranches. In case the Lead IA or any of the Cooperating IAs would like to sub-contract part of their activities to other implementing agencies, concurrence of the Country must be sought and the description of such an arrangement should be reported in the annual implementation programmes.
- 11. The Executive Committee agrees, in principle, to provide the Lead IA and the Cooperating IAs with the respective fees set out in rows 4, 6, 8, 10, 12 and 14 of Appendix 2-A.
- 12. Should the Country, for any reason, not meet the Targets for the elimination of the Substance 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 Disbursement Schedule. At the discretion of the Executive Committee, Funding will be reinstated according to a revised Funding Disbursement 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 instalment of Funding under the Funding Disbursement 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 tonne of reductions in consumption and production not achieved in any one year.

- 13. The Funding components 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/production sector projects or any other related activities in the Country.
- 14. 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 Executive Committee, the Lead IA and the Cooperating IAs, with access to information necessary to verify compliance with this Agreement.
- 15. All of the agreements set out in this Agreement are undertaken solely within the context of the Montreal Protocol and do not extend to obligations beyond this Protocol and as specified in this Agreement. All terms used in this Agreement have the meaning ascribed to them in the Protocol unless otherwise defined herein.
- 16. This revised Agreement supersedes the Agreement reached between the Government of India and the Executive Committee at the 45<sup>th</sup> meeting of the Executive Committee.

3

#### **Appendices**

**Appendix 1-A: The Substance** 

Annex B:	Group II	CTC
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Appendix 2-A: The Targets, and Funding

Appendix 2-A: The Ta	0 /		0						
	Baseline <sup>1</sup>	2003	2004	2005	2006	2007	2008	2009	2010
Montreal Protocol Consumption Reduction Schedules (ODP tonnes) <sup>2</sup>	11,505	N/A	N/A	1,726	1,726	1,726	1,726	1,726	0
1. Max allowable total consumption (ODP tonnes)	11,505	N/A	N/A	1,726	1,147	708	268	48	0
Montreal Protocol Production Reduction Schedules (ODP tonnes) <sup>3</sup>	11,553	N/A	N/A	1,733	1,733	1,733	1,733	1,733	-
Production allowance for basic domestic needs of Article 5 countries (ODP tonnes) <sup>4</sup>		-	-	1,155	1,155	1,155	1,155	1,155	1,733
Total production allowed by the Montreal Protocol (ODP tonnes)		N/A	N/A	2,888	2,888	2,888	2,888	2,888	1,733
2. Max allowable total production (ODP tonnes) for this Agreement	11,553	N/A	N/A	1,726	1,147	708	268	48	-
3. WB agreed funding		8,520,843	9,180,112	399,045	9,556,267	4,020,938	3,211,875	3,211,874	-
4. WB support costs		639,063	688,508	29,928	716,720	301,570	240,891	240,891	-
<ol><li>France agreed funding</li></ol>		-	1,000,000	1,000,000	500,000	500,000	-	-	
6. France support costs		-	85,000	85,000	85,000	85,000	=	-	
7. Germany agreed funding		-	700,000	700,000	300,000	300,000	-	-	
8. Germany support costs		-	57,500	57,500	57,500	57,500	-	-	
9. Japan agreed funding		-	2,500,000	2,500,000	-	-	=	-	
10. Japan support costs		-	280,000	280,000	-	-	-	-	
11. UNIDO agreed funding				3,500,000	399,046				
12. UNIDO agreed support cost				262,500	29,928				
13. UNDP agreed funding								Footnote 5	
14. UNDP agreed support cost								Footnote 5	
15. Total agreed funding (US \$)		8,520,843	13,380,112	8,099,045	10,755,313	4,820,938	3,211,875	3,211,874	
16. Total support costs (US \$)		639,063	1,111,008	714,928	889,148	444,070	240,891	240,891	
17. Total agreed costs (US \$)		9,159,906	14,491,120	8,813,973	11,644,461	5,265,008	3,452,766	3,452,765	Ī

<sup>1/</sup>Baseline consumption and production levels are defined as the average levels of consumption and production during the period from 1998 – 2000.

#### **Appendix 3-A: Funding Approval Schedule**

1. The annual funding allocations, except those for 2004 and 2005, as shown in Appendix 2-A will be considered for approval at the second meeting of the year of the annual plans. The funding allocations for 2004 and 2005 will be submitted for approval at the first meeting of the respective annual plans.

<sup>2/</sup> Maximum allowable consumption levels stipulated in the Montreal Protocol (85 per cent reduction in 2005 and 100 per cent reduction by 2010).

<sup>3/</sup> Maximum allowable production levels stipulated in the Montreal Protocol (85 per cent reduction in 2005 and 100 per cent reduction by 2010).

<sup>4/</sup> Allowable production levels for meeting basic domestic needs of Article 5 countries as per the Beijing Amendment (10 per cent of base level from 2005 and 15 per cent of base level from 2010).

<sup>5/</sup> At the 75<sup>th</sup> meeting, the Executive Committee noted the return of US \$750,093 plus agency support costs of US \$56,257 from the World Bank and approved US \$750,093 plus agency support costs of US \$56,257 for UNDP.

## **Appendix 4-A: Format of Annual Implementation Programme**

1. Data							
Country	7						
•							
Year of	_						
	ars completed						
•	ers remaining u	•					
_	ODS consumpti	_					
Target (	ODS consumpti	ion of the ye	ear of plan				
Level o	f funding reque	ested					
Lead in	nplementing ago	ency					
Co-oper	rating agency(ic	es)					
•		,			-		
2. Targets		,					
Indicators	T -		Preceding ye	ar	Year of	plan	Reductions
Supply of CTC	Import	ale					
	Production Tests 1 (1)						
Demand of CTC	Total (1) Process A						
Demand of CTC	Solvent	agents					
	Total (2)						
*For ODS-producing							
3. Industry Sector	Action Actual	Consumpti	on Reduction	n Nun	nber of	Number	of ODS phase-o
Sector	consumption	year of plan			ojects	servicing	1
	preceding year	year or plan	plan (1)-(		pleted	related	
	(1)				1	activitie	,
			Manufactu	ring			
Process Agents							
Solvents							
Other							
Total			Camaiain	_			
			Servicin	<u>g</u>			
Total							
Grand total							
	1 4		<b>"</b>	l .			
4. Technic	cal Assistance						
Proposed Activit	y:						
Objective:							
Target Grou	ın.				_		
Impact:	·P·				_		
impact.					_		

## 5. Government Action

Policy/activity planned	Schedule of implementation
Type of policy control on ODS import:	
Public awareness	
Others	

#### 6. Annual Budget

Activity	Planned Expenditures (US \$)
TOTAL	

#### 7. Administrative Fees

## **Appendix 5-A: Monitoring Institutions and Roles**

- 1. The Country will be responsible for implementing the CTC phase-out plan. To strengthen capacity of the Country to undertake a series of activities required to achieve permanent phase-out of CTC in accordance with the agreed Targets, a small management unit with a high degree of decentralization to ensure maximum coverage of all residual CTC users, will be established.
- 2. The management unit will be established within the Ministry of Environment and Forests. The role of the management unit entails development of detailed implementation plan and overall monitoring and supervision of the CTC phase-out plan. The responsibility of the management unit includes:
  - (a) Preparation and implementation of the annual implementation programme with assistance from the Lead IA and Cooperating IAs;
  - (b) Identification and assistance in the design of sub-projects under the plan;
  - (c) Monitoring and supervision of project implementation at the national level including coordination of independent verification of the ODS phase-out by the beneficiary enterprises;
  - (d) Information exchange support to the Ozone Cell, regional centers and beneficiary enterprises;
  - (e) Reporting to the Director of the Ozone Cell on CTC phase-out related activities and providing recommendations on Government's interventions to be undertaken by the Ozone Cell, if required;
  - (f) Periodic assessment of the alternatives supply situation;
  - (g) Support implementation of information exchange and training activities; and
  - (h) Maintenance of database and relevant records related to the CTC phase-out plan.

#### Appendix 6-A: Role of the Lead IA

- 1. The Lead IA will be responsible for a range of activities specified in the project document and in this Agreement along the lines of the following:
  - (a) Ensuring performance and financial verification in relation to all activities in accordance with this Agreement and with its specific internal procedures and requirements as set out in the Country's CTC phase-out plan;

- (b) Providing verification to the Executive Committee that the Targets have been met, and the achievement/progress of associated annual activities as indicated in the annual implementation programme;
- (c) Assisting the Country in preparation of the annual implementation programmes;
- (d) Ensuring that achievements in previous annual programmes are reflected in future annual implementation programmes;
- (e) Carrying out required supervision missions;
- (f) Ensuring the presence of an operating mechanism to allow effective, transparent implementation of the programme, and accurate data reporting;
- (g) Ensuring that disbursements to activities undertaken under the Lead IA supervision are made to the Country based on the Targets in the annual programmes and provisions in this Agreement;
- (h) Providing assistance with policy, management and technical support when required;
- (i) Developing, in consultation with the Country and the Cooperating IAs, the annual phase-out targets for each IA; and
- (j) Developing a standard for verifying performance in achieving the Targets.

#### **Appendix 6-B: Role of Cooperating IAs**

- 1. The Cooperating IAs will be responsible for a range of activities specified in the project document, in the respective Annual Implementation Plan and in this Agreement along the lines of the following:
  - (a) Conducting performance and financial verification in relation to activities implemented under their supervision;
  - (b) Providing reports to the Executive Committee, through the Lead IA, on these activities and their impact in terms of ODP phase-out, for inclusion in the consolidated reports and annual programmes to be prepared by the Country with the assistance of the Lead IA;
  - (c) Assisting the Country in preparation of annual implementation programmes for relevant activities under their supervision;
  - (d) Ensuring that achievements of their activities are reflected in future annual implementation programmes;
  - (e) Carrying out required supervision missions;
  - (f) Providing the presence of an operating mechanism to allow effective, transparent implementation of their activities, and accurate data reporting pertaining to ODP impact of their corresponding activities;

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- (g) Provide, in collaboration with the Lead IA, policy development assistance, management and technical support when required; and
- (h) Coordinating its activities with the Lead IA and among all Cooperating IAs.

## **Appendix 7-A: Reductions in Funding for Failure to Comply**

1. In accordance with paragraph 12 of the Agreement, the amount of funding provided may be reduced by US \$4,510 per ODP tonne of reductions in consumption and production not achieved in the year.

#### **Annex VIII**

## PERFORMANCE INDICATORS FOR UNDP

Type of indicator	Short title	Calculation	2016 target
PlanningApproval	Tranches approved	Number of tranches approved vs. those planned*	29
PlanningApproval	Projects/activities approved	Number of projects/activities approved vs. those planned (including project preparation activities)**	18
Implementation	Funds disbursed	Based on estimated disbursement in progress report	US \$26,906,232
Implementation	ODS phase-out	ODS phase-out for the tranche when the next tranche is approved vs. those planned per business plans	394.98 ODP tonnes
Implementation	Project completion for activities	Project completion vs. planned in progress reports for all activities (excluding project preparation)	61
Administrative	Speed of financial completion	The extent to which projects are financially completed 12 months after project completion	70% of those due
Administrative	Timely submission of project completion reports	Timely submission of project completion reports vs. those agreed	70% of those due
Administrative	Timely submission of progress reports	Timely submission of progress reports and business plans and responses unless otherwise agreed	On time

<sup>\*</sup> The target of an agency would be reduced if it could not submit a tranche owing to another cooperating or lead agency, if agreed by that agency.

\*\* Project preparation should not be assessed if the Executive Committee has not taken a decision on its funding.

#### **Annex IX**

## PERFORMANCE INDICATORS FOR UNEP

Type of indicator	Short title	Calculation	2016 target
Planning Approval	Tranches approved	Number of tranches approved vs. those planned*	74
Planning Approval	Projects/activities approved	Number of projects/activities approved vs. those planned (including project preparation activities)**	59
Implementation	Funds disbursed	Based on estimated disbursement in progress report	US \$14,887,387
Implementation	ODS phase-out	ODS phase-out for the tranche when the next	69.86 ODP
		tranche is approved vs. those planned per business plans	tonnes
Implementation	Project completion for activities	Project completion vs. planned in progress reports for all activities (excluding project preparation)	119
Administrative	Speed of financial completion	The extent to which projects are financially completed 12 months after project completion	14
Administrative	Timely submission of project completion reports	Timely submission of project completion reports vs. those agreed	Yes
Administrative	Timely submission of progress reports	Timely submission of progress reports and business plans and responses unless otherwise agreed	Yes

<sup>\*</sup> The target of an agency would be reduced if it could not submit a tranche owing to another cooperating or lead agency, if agreed by that agency.

\*\* Project preparation should not be assessed if the Executive Committee has not taken a decision on its funding.

## PERFORMANCE INDICATORS FOR UNEP'S COMPLIANCE ASSISTANCE PROGRAMME (CAP)

Performance indicator	Data	Assessment	UNEP's target for 2016
Efficient follow-up to regional network/thematic meetings	List of recommendations emanating from 2014-2015 regional network/thematic meetings	Implementation rate of those meeting recommendations that are to be implemented in 2016	90% implementation rate
Effective support to NOUs in their work, particularly guidance to new NOUs	List of innovative ways/means/products/ services for supporting NOUs in their work, with specification of those destined for new NOUs	Number of innovative ways, means, products, services for supporting NOUs in their work, with specification of those destined for new NOUs	-7 such ways, means, products, services; -All new NOUs receive capacity building support10 additional countries submit CP reports using the Multilateral Fund Secretariat's online data reporting system
Assistance to countries in actual or potential non-compliance (as per MOP decisions and/or as per reported Article 7 data and trend analysis)	List of countries in actual or potential non-compliance that received CAP assistance outside the network meetings	Number of countries in actual or potential non-compliance that received CAP assistance outside the network meetings	All such countries
Innovations in production and delivery of global and regional information products and services	List of global and regional information products and services destined for new target audiences or that reach existing target audiences in new ways	Number of global and regional information products and services destined for new target audiences or that reach existing target audiences in new ways	7 such products and services
Close cooperation between CAP regional teams and implementing and bilateral agencies working in the regions	List of joint missions/ undertakings of CAP regional staff with implementing and bilateral agencies	Number of joint missions/undertakings	5 in each region

#### Annex X

## PERFORMANCE INDICATORS FOR UNIDO

Type of indicator	Short title	Calculation	2016 target
PlanningApproval	Tranches approved	Number of tranches approved vs. those planned*	49
PlanningApproval	Projects/activities approved	Number of projects/activities approved vs. those planned (including project preparation activities)**	18
Implementation	Funds disbursed	Based on estimated disbursement in progress report	US \$22,350,000
Implementation	ODS phase-out	ODS phase-out for the tranche when the next tranche is approved vs. those planned per business plans	680.5 ODP tonnes
Implementation	Project completion for activities	Project completion vs. planned in progress reports for all activities (excluding project preparation)	37
Administrative	Speed of financial completion	The extent to which projects are financially completed 12 months after project completion	12 months after operational completion
Administrative	Timely submission of project completion reports	Timely submission of project completion reports vs. those agreed	On time
Administrative	Timely submission of progress reports	Timely submission of progress reports and business plans and responses unless otherwise agreed	On time

<sup>\*</sup> The target of an agency would be reduced if it could not submit a tranche owing to another cooperating or lead agency, if agreed by that agency.

<sup>\*\*</sup> Project preparation should not be assessed if the Executive Committee has not taken a decision on its funding.

# Annex XI PERFORMANCE INDICATORS FOR THE WORLD BANK

Type of indicator	Short title	Calculation	2016 target
Planning Approval	Tranches approved	Number of tranches approved vs. those planned*	8
Planning Approval	Projects/activities approved	Number of projects/activities approved vs. those planned (including project preparation activities)**	5
Implementation	Funds disbursed	Based on estimated disbursement in progress report	US \$30,801,534
Implementation	ODS phase-out	ODS phase-out for the tranche when the next tranche is approved vs. those planned per business plans	509.5 ODP tonnes
Implementation	Project completion for activities	Project completion vs. planned in progress reports for all activities (excluding project preparation)	7
Administrative	Speed of financial completion	The extent to which projects are financially completed 12 months after project completion	90%
Administrative	Timely submission of project completion reports	Timely submission of project completion reports vs. those agreed	On time
Administrative	Timely submission of progress reports	Timely submission of progress reports and business plans and responses unless otherwise agreed	On time

<sup>\*</sup> The target of an agency would be reduced if it could not submit a tranche owing to another cooperating or lead agency, if agreed by that agency.

<sup>\*\*</sup> Project preparation should not be assessed if the Executive Committee has not taken a decision on its funding.

Project Title	Agency	ODP (tonnes)	Fur Project	nds approved Support	(US\$) Total	C.E. (US\$/kg)
ALBANIA						
PHASE-OUT PLAN						
HCFC phase out plan						
HCFC phase-out management plan (stage I, third tranche)	UNIDO		\$40,000	\$3,600	\$43,600	
HCFC phase-out management plan (stage I, third tranche)	UNEP		\$23,000	\$2,990	\$25,990	
	for Albania		\$63,000	\$6,590	\$69,590	
ANGOLA						
PHASE-OUT PLAN						
HCFC phase out plan						
Preparation of a HCFC phase-out management plan (stage II)	UNDP		\$60,000	\$4,200	\$64,200	
HCFC phase-out management plan (stage I, third tranche)  Noted that the Agreement had been updated to reflect the extension of stage I of the HPMP from 2015 to 2016.	UNDP	1.6	\$31,111	\$2,800	\$33,911	
Total	for Angola	1.6	\$91,111	\$7,000	\$98,111	
BAHAMAS						
SEVERAL						
Technical assistance/support						
Survey of ODS alternatives at the national level  Noted that eligible funding (US \$40,000) was reduced by 50 per cent to account for surveys funded outside the Multilateral Fund.	UNEP		\$20,000	\$2,600	\$22,600	
Total fo	or Bahamas		\$20,000	\$2,600	\$22,600	
BAHRAIN						
PHASE-OUT PLAN						
HCFC phase out plan						
HCFC phase-out management plan (stage I, second tranche (policy, refrigeration servicing, monitoring and verification		2.7	\$145,000	\$18,850	\$163,850	
Approved on an exceptional basis and on the understanding that the approved funds would not be transferred to UNEP until the disbursement of the first tranche has reached the 20 per cent disbursement threshold in line with paragraph 5(c) of the Agreement.						
SEVERAL						
Technical assistance/support						
Survey of ODS alternatives at the national level	UNEP		\$60,000	\$7,800	\$67,800	
Survey of ODS alternatives at the national level	UNIDO		\$50,000	\$4,500	\$54,500	
Total i	for Bahrain	2.7	\$255,000	\$31,150	\$286,150	

Project Title	Agency	ODP (tonnes)	Fur Project	nds approved Support	(US\$) Total	C.E. (US\$/kg)
BANGLADESH		(tollies)	Troject	Support	Total	(+×+, <b>g</b> )
REFRIGERATION						
Preparation of project proposal						
Preparation for HCFC phase-out investment activities (stage II) (refrigeration and air-conditioning sector)	UNDP		\$80,000	\$5,600	\$85,600	
PHASE-OUT PLAN						
HCFC phase out plan						
Preparation of a HCFC phase-out management plan (stage II)	e UNDP		\$30,000	\$2,100	\$32,100	
Preparation of a HCFC phase-out management plan (stage II)	e UNEP		\$30,000	\$3,900	\$33,900	
SEVERAL						
Technical assistance/support						
Survey of ODS alternatives at the national level	UNDP		\$55,000	\$4,950	\$59,950	
Noted that eligible funding (US \$110,000) was reduced by 50 percent to account for surveys funded outside the Multilateral Fund						
Total for	Bangladesh		\$195,000	\$16,550	\$211,550	
BARBADOS						
PHASE-OUT PLAN						
HCFC phase out plan						
Verification report on the implementation of the HCFC phase-out management plan	UNEP		\$30,000	\$3,900	\$33,900	
Approved on the understanding that the verification report shows be submitted at least 60 days prior to the applicable Executive Committee meeting where the next funding tranche for its HPM is being sought.						
SEVERAL						
Ozone unit support						
Renewal of institutional strengthening project (phase VI: $11/2015-10/2017$ )	UNEP		\$149,760	\$0	\$149,760	
Total f	or Barbados		\$179,760	\$3,900	\$183,660	
BELIZE						
SEVERAL						
Technical assistance/support						
Survey of ODS alternatives at the national level	UNEP		\$40,000	\$5,200	\$45,200	
То	tal for Belize		\$40,000	\$5,200	\$45,200	
BENIN						
SEVERAL						
Ozone unit support						
Renewal of institutional strengthening project (phase IX: $1/2016$ - $12/2017$ )	UNEP		\$85,000	\$0	\$85,000	
To	tal for Benin		\$85,000		\$85,000	

BOLIVIA  BOL	Project Title	Agency	ODP	Fur	nds approved	(US\$)	C.E.
PHASE-OUT PLAN  HCFC phase out plan  HCFC phase-out management plan (stage I, third tranche)  UNIDO  \$64,500  \$5,805  \$70,305  Noted that the Agreement had been updated based on transfer of lead implementing agency from Germany to UNIDO. Further noting the challenges faced by the country in reporting its consumption, and that the Government would abount for the years 2011-2013 revised data under Article 7 of the Montreal Protocol (MP) to the Come Secretariat and under the country programme (CP) to the Fund Secretariat based on the results of the verification report provided to the 73th meeting; that the Government would verify the HCFC consumption reported under Article 7 for 2009 and 2010 and that it is a result of this assessment, there was a change in the data reported, the Government would submit it for consideration by the Implementation Committee under the Non-compliance Procedure of the MPA and would report such to the Eccutive Committee when the fourth tranche of the HPMP would be submitteed, that the Government would also verify the 2007-2014 consumption of HCFC-1416 contained in imported pre-blended polyols and, if needed, the data submitteed under the CP reporting be updated accordingly; and that the UNEP Compliance Assistance Programme would assist the Government to strengthen its national institutions related to the implementation of the MP. UNIDO was requested to submit in the annual progress report the status of the implementation of the work toward improving data reporting by the Government. Approved on the understanding that if the country were to decide to proceed with retrofits and associated servicing to flammable and toxic refrigerants in refrigeration and air conditioning equipment originally designed for non-flammable substances, it would do so assuming all associated servicing to flammable and toxic refrigerants in refrigerants in refrigerants and air conditioning equipment originally designed for non-flammable substances, it would do so assuming all associated responsibilities and rives			(tonnes)	Project	Support	Total	(US\$/kg)
HCFC phase out plan  HCFC phase-out management plan (stage I, third tranche) UNIDO \$64,500 \$5,805 \$70,305 \$  Noted that the Agreement had been updated based on transfer of lead implementing agency from Germany to UNIDO. Further noting the challenges faced by the country in reporting its consumption, and that the Government would submit for the years 2011-2013 revised data under Article 7 of the Montreal Protocol (AdP) to the Counce Secretaria that and under the country programme (CP) to the Fund Secretaria hased on the results of the verification report provided to the 75th meeting; that the Government would verify the HCFC consumption reported under Article 7 for 2009 and 2010 and that, if as a result of this assessment, there was a change in the data reported, the Government would sobmit it for consideration by the Implementation Committee when the Government would so be submitted; that the Government would so verify the 2007-2014 consumption of HCFC-141b contained in imported pre-blended polyos and, if needed, the data submitted under the CP reporting be updated accordingly; and that the UNEP Compliance Assistance Porgramme would assist the Government to strengthen is national institutions related to the implementation of the MP. UNIDO was required to within it the amula progress report the status of the implementation of the work toward improving data reporting by the Government Approved on the understanding that if the country were to decide to proceed with retroftis and it is country were to decide to proceed with retroftis and it is country were to decide to proceed with retroftis and it is country were to decide to proceed with retroftis and it is country were to decide to proceed with retroftis and it is country were to decide to proceed with retroftis and it is country were to decide to proceed with retroftis and it is country to the decide to proceed with retroftis and it is country to the formation of the work toward improving data reporting by the Government Approved on the understanding that the v	BOLIVIA						
Noted that the Agreement plan (stage I, third tranche)  Noted that the Agreement had been updated based on transfer of lead implementing agency from Germany to UNIDO. Further noting the challenges faced by the country in reporting its consumption, and that the Government would submit for the years 2011-2013 revised data under Article 7 of the Montreal Protocol (MP) to the Ozone Secretariat and under the country programme (CP) to the Fund Secretariat and ender the country programme (CP) to the Third Secretariat and ender the country programme (CP) to the Third Secretariat and under the country programme (CP) to the Third Secretariat and under the country programme (CP) to the Third Secretariat sead on the results of the verification report provided to the 75th meeting; that the Government would verify the HCPC consumption reported under Article 7 for 2009 and 2010 and that, if as a result of this assessment, there was a change in the data reported, the Government would submit in for consideration by the Implementation Committee under the Non-compliance Procedure of the MP and would report such to the Procedure of the MP and would also verify the 2007-2014 consumption of HCPC-141b contained in Imported pre-blended polyols and, if needed, the data submitted under the CP reporting be updated accordingly; and that the UNEP Compliance Assistance Programme would assist the Government to strengthen is national institutions related to the implementation of the MP UNIDO was requested to submit in the annual progress report the status of the implementation of the work toward imporving data reporting by the Government Approved on the understanding that if the country were to decide to proceed with retroffis and associated responsibilities and risks and only in accordance with the relevant standards and protocols.  Total for Bolivia  **Total for Bolivia**  **Total for Bolivia**  **Season Season Seaso	PHASE-OUT PLAN						
Noted that the Agreement had been updated based on transfer of lead implementing agency from Germany to UNIDO. Further noting the challenges faced by the country in reporting its consumption, and that the Government would submit for the years 2011-2013 revised data under Article 7 of the Montreal Protocol (AMP) to the Ozone Secretariat and under the country programme (CP) to the Fund Secretariat based on the results of the verification report provided to the 75th meeting; that the Government would verify the HCPC consumption report gonet and raticle 7 for 2019 and 2010 and that, if as a result of this assessment, there was a change in the data reported, the Government would submit if for consideration by the Implementation Committee under the Non-compliance Procedure of the MP and would report such to the Executive Committee when the fourth tranche of the HPMP would be submitted; that the Government would also verify the 2007-2014 consumption of HCPC-14th contained in imported pre-blended polyols and, if needed, the data submitted under the CP reporting be updated accordingly; and that the UNFP Compliance Assistance Programme would assist the Government to strengthen its national institutions related to the implementation of the AMP UNIDO was requested to submit in the annual progress report the status of the implementation of the work toward improving data reporting by the Government. Approved on the understanding that if the country were to decide to proceed with retrofits and associated responsibilities and risks and only in accordance with the relevant standards and protocols.  Total for Bolivia 864,500 \$5,805 \$70,305  BOSNIA AND HERZEGOVINA  PHASE-OUT PLAN  HCFC phase out plan  Verification report for stage I of HCFC phase-out UNIDO \$30,000 \$2,700 \$32,700 management plan  Approved on the understanding that the verification report should be submitted at least 60 days prior to the applicable Executive Committee meeting where the next funding tranche for its HPMP is being sought.	HCFC phase out plan						
lead implementing agency from Germany to UNIDO. Further noting the challenges faced by the country in reporting its consumption, and that the Government would submit for the years 2011-2013 revised data under Article 7 of the Montreal Protocol (MP) to the Conon Secretaria and under the country programme (CP) to the Fund Secretariat based on the results of the verification report provided to the 75th meeting; that the Government would verify the HCPC consumption reported under Article 7 for 2009 and 2010 and that, if as a result of this assessment, there was a change in the data reported, the Government would submit it for consideration by the Implementation Committee under the Non-consideration by the Implementation Committee under the Non-consideration by the Implementation committee under the Non-consideration by the Implementation of the MP and would report such to the Executive Committee when the fourth tranche of the HPMP would be submitted; that the Government would assist the GOV-2014 consumption of HCPC-141b contained in imported pre-blended polyois and, if needled, the data submitted under the CP reporting be updated accordingly; and that the UNEP Compliance Assistance Programme would assist the Government to strengthen is national institutions related to the implementation of the MP. UNIDO was requested to submit in the annual progress report the status of the implementation of the work toward improving data reporting by the Government. Approved on the understanding that if the country were to decide to proceed with tertofits and associated servicing to flammable and toxic refrigeration and air-conditioning equipment originally designed for non-flammable substances, it would do so assuming all associated responsibilities and risks and only in accordance with the relevant standards and protocols.  Total for Bolivia \$64,500 \$5,805 \$70,305  BOSNIA AND HERZEGOVINA  PHASE-OUT PLAN  HCFC phase out plan  Verification report for stage I of HCFC phase-out understanding that the verification report should be su	HCFC phase-out management plan (stage I, third tranche)	UNIDO		\$64,500	\$5,805	\$70,305	
BOSNIA AND HERZEGOVINA  PHASE-OUT PLAN  HCFC phase out plan  Verification report for stage I of HCFC phase-out UNIDO \$30,000 \$2,700 \$32,700 management plan  Approved on the understanding that the verification report should be submitted at least 60 days prior to the applicable Executive Committee meeting where the next funding tranche for its HPMP is being sought.	Noted that the Agreement had been updated based on transfer of lead implementing agency from Germany to UNIDO. Further noting the challenges faced by the country in reporting its consumption, and that the Government would submit for the years 2011-2013 revised data under Article 7 of the Montreal Protocol (MP) to the Ozone Secretariat and under the country programme (CP) to the Fund Secretariat based on the results of the verification report provided to the 75th meeting; that the Government would verify the HCFC consumption reported under Article 7 for 2009 and 2010 and that, if as a result of this assessment, there was a change in the data reported, the Government would submit it for consideration by the Implementation Committee under the Noncompliance Procedure of the MP and would report such to the Executive Committee when the fourth tranche of the HPMP would be submitted; that the Government would also verify the 2007-2014 consumption of HCFC-141b contained in imported preblended polyols and, if needed, the data submitted under the CP reporting be updated accordingly; and that the UNEP Compliance Assistance Programme would assist the Government to strengthen its national institutions related to the implementation of the MP. UNIDO was requested to submit in the annual progress report the status of the implementation of the work toward improving data reporting by the Government. Approved on the understanding that if the country were to decide to proceed with retrofits and associated servicing to flammable and toxic refrigerants in refrigeration and air-conditioning equipment originally designed for non-flammable substances, it would do so assuming all associated responsibilities and risks and only in accordance with						
PHASE-OUT PLAN  HCFC phase out plan  Verification report for stage I of HCFC phase-out UNIDO \$30,000 \$2,700 \$32,700 management plan  Approved on the understanding that the verification report should be submitted at least 60 days prior to the applicable Executive Committee meeting where the next funding tranche for its HPMP is being sought.	Total	for Bolivia		\$64,500	\$5,805	\$70,305	
HCFC phase out plan  Verification report for stage I of HCFC phase-out  Management plan  Approved on the understanding that the verification report should be submitted at least 60 days prior to the applicable Executive Committee meeting where the next funding tranche for its HPMP is being sought.	BOSNIA AND HERZEGOVINA						
Verification report for stage I of HCFC phase-out  UNIDO  \$30,000  \$2,700  \$32,700  Management plan  Approved on the understanding that the verification report should be submitted at least 60 days prior to the applicable Executive Committee meeting where the next funding tranche for its HPMP is being sought.	PHASE-OUT PLAN						
management plan  Approved on the understanding that the verification report should be submitted at least 60 days prior to the applicable Executive Committee meeting where the next funding tranche for its HPMP is being sought.	HCFC phase out plan						
be submitted at least 60 days prior to the applicable Executive  Committee meeting where the next funding tranche for its HPMP  is being sought.	· · · · · · · · · · · · · · · · · · ·	UNIDO		\$30,000	\$2,700	\$32,700	
Total for Bosnia and Herzegovina \$30,000 \$2,700 \$32,700	be submitted at least 60 days prior to the applicable Executive Committee meeting where the next funding tranche for its HPMP						
	Total for Bosnia and Ho	erzegovina		\$30,000	\$2,700	\$32,700	

			Timen Till					
Project Title	Agency	ODP (tonnes)	Fur Project	nds approved Support	(US\$) Total	C.E. (US\$/kg)		
BOTSWANA		(tollies)	Troject	Support	10tai	(0,04,119)		
PHASE-OUT PLAN								
HCFC phase out plan								
HCFC phase-out management plan (stage I, first tranche)	UNEP	0.5	\$135,000	\$17,550	\$152,550			
Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2015 to 2020 to reduce HCFC consumption by 35 per cent of the baseline. Noted that the Government had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption the baseline of 11.0 ODP tonnes, calculated using the actual consumption of 11.00 ODP tonnes reported for both 2009 and 2010 under Article 7 of the Montreal Protocol. UNEP, UNIDO and the Government were requested to deduct 3.85 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption.								
HCFC phase-out management plan (stage I, first tranche) Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2015 to 2020 to reduce HCFC consumption by 35 per cent of the baseline. Noted that the Government had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption the baseline of 11.0 ODP tonnes, calculated using the actual consumption of 11.00 ODP tonnes reported for both 2009 and 2010 under Article 7 of the Montreal Protocol. UNEP, UNIDO and the Government were requested to deduct 3.85 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption.		0.6	\$140,000	\$9,800	\$149,800			
	Botswana	1.1	\$275,000	\$27,350	\$302,350	)		

				Annex 2	X11	
Project Title	Agency	ODP (tonnes)	Fun Project	ds approved Support	(US\$) Total	C.E. (US\$/kg)
BRAZIL						_
PHASE-OUT PLAN						
HCFC phase out plan						
HCFC phase-out management plan (stage II, first tranche) (refrigeration servicing, regulatory actions and project monitoring)	UNDP	4.4	\$1,050,000	\$73,500	\$1,123,500	
Approved in accordance with the Agreement between the Government and the Executive Committee for the period from 2015 to 2021 to reduce HCFC consumption by 45 per cent of its baseline. Noted the commitment of the Government to reduce HCFC consumption by 35 per cent of the baseline in 2020 and by 45 per cent of the baseline in 2021, to issue a ban on imports and use of HCFC-141b for the polyurethane foam manufacturing sector and on imports and exports of HCFC-141b contained in imported pre-blended polyols by 1 January 2021, and that UNDP would report the incremental operating costs incurred during the conversion to reduced-HFO formulations in the foam sector when requesting the second tranche of stage II of the HPMP on the understanding that if the incremental operating costs were below US\$5.00/kilogram, the Government would return the associated funds to the Multilateral Fund. UNDP, UNIDO, Germany, Italy and the Government were requested to deduct 464.06 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding. The Secretariat was requested to undertake additional work on the level of incremental cost for the conversion of heat exchangers manufacturing lines in enterprises converting to R-290 technology, to report to the Executive Committee at the 76th meeting, and to adjust the cost of stage II of the HPMP for Brazil, as appropriate, upon receipt of the submission of the request for the second tranche.						
HCFC phase-out management plan (stage I, fifth tranche) (refrigeration servicing sector)	Germany	36.7	\$409,091	\$45,000	\$454,091	
Noted that the Agreement had been updated based on the deduction of US\$179,300, plus agency support costs of US\$13,448 for UNDP, associated with the conversion of the foam enterprise Arinos, which had been identified as non eligible for funding. The Government, UNDP and Germany were requested to submit progress reports on a yearly basis on the implementation of the work programme associated with the fifth and final tranche until the completion of the project, verification reports until approval of stage II of the HPMP, and the project completion report to the final meeting of the Executive Committee in 2018. UNDP was further requested to include in the next progress report to be submitted to the 77th meeting, the complete list of downstream foam enterprises assisted by the Multilateral Fund under stage I, including their HCFC-141b consumption phased out, subsector, baseline equipment and technology adopted.						

Project Title	Agency	ODP (tonnes)	Fu Project	nds approved Support	l (US\$) Total	C.E. (US\$/kg)
HCFC phase-out management plan (stage I, fifth tranche) (foam sector)	UNDP	54.5		\$110,303	\$1,581,003	
Noted that the Agreement had been updated based on the deduction of US\$179,300, plus agency support costs of US\$13,448 for UNDP, associated with the conversion of the foam enterprise Arinos, which had been identified as non eligible for funding. The Government, UNDP and Germany were requested to submit progress reports on a yearly basis on the implementation of the work programme associated with the fifth and final tranche until the completion of the project, verification reports until approval of stage II of the HPMP, and the project completion report to the final meeting of the Executive Committee in 2018. UNDP was further requested to include in the next progress report to be submitted to the 77th meeting, the complete list of downstream foam enterprises assisted by the Multilateral Fund under stage I, including their HCFC-141b consumption phased out, subsector, baseline equipment and technology adopted.						
HCFC phase-out management plan (stage II, first tranche) (project monitoring)	UNIDO		\$276,000	\$19,320	\$295,320	

Approved in accordance with the Agreement between the Government and the Executive Committee for the period from 2015 to 2021 to reduce HCFC consumption by 45 per cent of its baseline. Noted the commitment of the Government to reduce HCFC consumption by 35 per cent of the baseline in 2020 and by 45 per cent of the baseline in 2021, to issue a ban on imports and use of HCFC-141b for the polyurethane foam manufacturing sector and on imports and exports of HCFC-141b contained in imported pre-blended polyols by 1 January 2021, and that UNDP would report the incremental operating costs incurred during the conversion to reduced-HFO formulations in the foam sector when requesting the second tranche of stage II of the HPMP on the understanding that if the incremental operating costs were below US\$5.00/kilogram, the Government would return the associated funds to the Multilateral Fund. UNDP, UNIDO, Germany, Italy and the Government were requested to deduct 464.06 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding. The Secretariat was requested to undertake additional work on the level of incremental cost for the conversion of heat exchangers manufacturing lines in enterprises converting to R-290 technology, to report to the Executive Committee at the 76th meeting, and to adjust the cost of stage II of the HPMP for Brazil, as appropriate, upon receipt of the submission of the request for the second tranche.

\$32,500

\$282,500

5.46

## List of projects and activities approved for funding

(refrigeration servicing sector)

Project Title	Agency	ODP Funds approved (US\$)		(US\$)	C.E.	
		(tonnes)	Project	Support	Total	(US\$/kg)
HCFC phase-out management plan (stage II, first tranche)	Germany	14.9	\$1,299,386	\$144,614	\$1,444,000	4.80

Italy

5.0

\$250,000

Approved in accordance with the Agreement between the Government and the Executive Committee for the period from 2015 to 2021 to reduce HCFC consumption by 45 per cent of its baseline. Noted the commitment of the Government to reduce HCFC consumption by 35 per cent of the baseline in 2020 and by 45 per cent of the baseline in 2021, to issue a ban on imports and use of HCFC-141b for the polyurethane foam manufacturing sector and on imports and exports of HCFC-141b contained in imported pre-blended polyols by 1 January 2021, and that UNDP would report the incremental operating costs incurred during the conversion to reduced-HFO formulations in the foam sector when requesting the second tranche of stage II of the HPMP on the understanding that if the incremental operating costs were below US\$5.00/kilogram, the Government would return the associated funds to the Multilateral Fund. UNDP, UNIDO, Germany, Italy and the Government were requested to deduct 464.06 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding. The Secretariat was requested to undertake additional work on the level of incremental cost for the conversion of heat exchangers manufacturing lines in enterprises converting to R-290 technology, to report to the Executive Committee at the 76th meeting, and to adjust the cost of stage II of the HPMP for Brazil, as appropriate, upon receipt of the submission of the request for the second tranche.

HCFC phase-out management plan (stage II, first tranche) (foam sector)

Approved in accordance with the Agreement between the Government and the Executive Committee for the period from 2015 to 2021 to reduce HCFC consumption by 45 per cent of its baseline. Noted the commitment of the Government to reduce HCFC consumption by 35 per cent of the baseline in 2020 and by 45 per cent of the baseline in 2021, to issue a ban on imports and use of HCFC-141b for the polyurethane foam manufacturing sector and on imports and exports of HCFC-141b contained in imported pre-blended polyols by 1 January 2021, and that UNDP would report the incremental operating costs incurred during the conversion to reduced-HFO formulations in the foam sector when requesting the second tranche of stage II of the HPMP on the understanding that if the incremental operating costs were below US\$5.00/kilogram, the Government would return the associated funds to the Multilateral Fund. UNDP, UNIDO, Germany, Italy and the Government were requested to deduct 464.06 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding. The Secretariat was requested to undertake additional work on the level of incremental cost for the conversion of heat exchangers manufacturing lines in enterprises converting to R-290 technology, to report to the Executive Committee at the 76th meeting, and to adjust the cost of stage II of the HPMP for Brazil, as appropriate, upon receipt of the submission of the request for the second tranche.

Project Title	Agency	ODP	Fur	nds approved	l (US\$)	C.E.
		(tonnes)	Project	Support	Total	(US\$/kg)
HCFC phase-out management plan (stage II, first tranche)	UNDP	40.8	\$2,028,900	\$142,023	\$2,170,923	5.46

Approved in accordance with the Agreement between the Government and the Executive Committee for the period from 2015 to 2021 to reduce HCFC consumption by 45 per cent of its baseline. Noted the commitment of the Government to reduce HCFC consumption by 35 per cent of the baseline in 2020 and by 45 per cent of the baseline in 2021, to issue a ban on imports and use of HCFC-141b for the polyurethane foam manufacturing sector and on imports and exports of HCFC-141b contained in imported pre-blended polyols by 1 January 2021, and that UNDP would report the incremental operating costs incurred during the conversion to reduced-HFO formulations in the foam sector when requesting the second tranche of stage II of the HPMP on the understanding that if the incremental operating costs were below US\$5.00/kilogram, the Government would return the associated funds to the Multilateral Fund. UNDP, UNIDO, Germany, Italy and the Government were requested to deduct 464.06 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding. The Secretariat was requested to undertake additional work on the level of incremental cost for the conversion of heat exchangers manufacturing lines in enterprises converting to R-290 technology, to report to the Executive Committee at the 76th meeting, and to adjust the cost of stage II of the HPMP for Brazil, as appropriate, upon receipt of the submission of the request for the second tranche.

HCFC phase-out management plan (stage II, first tranche) (commercial refrigeration and air-conditioning sector)

Approved in accordance with the Agreement between the Government and the Executive Committee for the period from 2015 to 2021 to reduce HCFC consumption by 45 per cent of its baseline. Noted the commitment of the Government to reduce HCFC consumption by 35 per cent of the baseline in 2020 and by 45 per cent of the baseline in 2021, to issue a ban on imports and use of HCFC-141b for the polyurethane foam manufacturing sector and on imports and exports of HCFC-141b contained in imported pre-blended polyols by 1 January 2021, and that UNDP would report the incremental operating costs incurred during the conversion to reduced-HFO formulations in the foam sector when requesting the second tranche of stage II of the HPMP on the understanding that if the incremental operating costs were below US\$5.00/kilogram, the Government would return the associated funds to the Multilateral Fund. UNDP, UNIDO, Germany, Italy and the Government were requested to deduct 464.06 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding. The Secretariat was requested to undertake additional work on the level of incremental cost for the conversion of heat exchangers manufacturing lines in enterprises converting to R-290 technology, to report to the Executive Committee at the 76th meeting, and to adjust the cost of stage II of the HPMP for Brazil, as appropriate, upon receipt of the submission of the request for the second tranche.

#### **SEVERAL**

(foam sector)

#### **Ozone unit support**

Extension of institutional strengthening project (phase VIII: UNDP \$449,280 \$31,450 \$480,730 12/2015-11/2017)

**UNIDO** 

Total for Brazil 166.5 \$8,907,632 \$715,909 \$9,623,541

10.2 \$1,674,275

\$117,199

\$1,791,474

9.75

Agency	ODP				C.E.
	(tonnes)	Project	Support	Total	(US\$/kg)
UNEP		\$30,000	\$3,900	\$33,900	
arussalam		\$30,000	\$3,900	\$33,900	
UNEP		\$85,000	\$0	\$85,000	
UNEP		\$70,000	\$9,100	\$79,100	
or Burundi		\$155,000	\$9,100	\$164,100	
UNIDO		\$70,000	\$4,900	\$74,900	
UNEP		\$178,601	\$0	\$178,601	
UNIDO		\$110,000	\$9,900	\$119,900	
Cameroon		\$358,601	\$14,800	\$373,401	
UNEP		\$85,000	\$0	\$85,000	
Cape Verde		\$85,000		\$85,000	
	UNEP UNEP UNIDO UNEP UNIDO Cameroon	UNEP UNEP UNIDO UNEP UNIDO UNEP UNIDO UNIDO UNEP UNIDO UNEP	UNEP         \$30,000           UNEP         \$30,000           UNEP         \$70,000           UNIDO         \$70,000           UNEP         \$178,601           UNIDO         \$110,000           Cameroon         \$358,601	UNEP         \$30,000         \$3,900           UNEP         \$30,000         \$3,900           UNEP         \$85,000         \$0           UNEP         \$70,000         \$9,100           Or Burundi         \$155,000         \$9,100           UNIDO         \$70,000         \$4,900           UNIDO         \$178,601         \$0           UNIDO         \$110,000         \$9,900           Cameroon         \$358,601         \$14,800	UNEP         \$30,000         \$3,900         \$33,900           Darussalam         \$30,000         \$3,900         \$33,900           UNEP         \$85,000         \$0         \$85,000           UNEP         \$70,000         \$9,100         \$79,100           Der Burundi         \$155,000         \$9,100         \$164,100           UNIDO         \$70,000         \$4,900         \$74,900           UNIDO         \$178,601         \$0         \$178,601           UNIDO         \$110,000         \$9,900         \$119,900           Cameroon         \$358,601         \$14,800         \$373,401           UNEP         \$85,000         \$0         \$85,000

Project Title	Agency	ODP (tonnes)	Fu Project	inds approved Support	d (US\$) Total	C.E. (US\$/kg)
CHAD						
SEVERAL						
Ozone unit support						
Extension of the institutional strengthening project (phase VII: 1/2016-12/2017)	UNEP		\$85,000	\$0	\$85,000	
Tota	l for Chad		\$85,000		\$85,000	
CHINA						
PRODUCTION						
HCFC closure						
HCFC production phase-out management plan (stage I, fourth tranche)	IBRD		\$24,000,000	\$1,344,000	\$25,344,000	
Noted that 75 per cent of the ownership of producer Pengyou has been transferred to a British company registered in Hong Kong; that the World Bank would include in its 2015 verification report to be conducted in 2016 the verification of dismantling of HCFC production facilities in Jiangsu Blue Star and Yantai Zhongrui; and that US\$7,200,000 plus agency support costs of US\$403,200 from the fourth tranche of the HPPMP will be released at the 75th meeting and the remaining balance of US\$16,800,000 plus agency support costs of US\$940,800 will be released in 2016. The Treasurer was requested to deduct US\$8,370 of interest accrued from the 2014 tranche as part of the release of the funds to the World Bank.						
Preparation of a HCFC production phase-out management plan (stage II)  Noted that the Government would be allowed to submit stage II of the HPPMP in 2016 together with a funding request for the approval of the first tranche of stage II not later than the first meeting of 2017, with the understanding that it would include a description of how stage II of the HPPMP would fit into the overarching production sector phase-out plan to 2030.	IBRD		\$254,650	\$17,825	\$272,475	
PHASE-OUT PLAN						
HCFC phase out plan						
HCFC phase-out management plan (stage I, fifth tranche) (refrigeration servicing sector including enabling programme)  The Government and UNEP were requested to submit progress reports on a yearly basis on the implementation of the work programme associated with the final tranche until the completion of the project, verification reports until approval of stage II, and the project completion report six months after the operational completion of the sector plan and no later than the final meeting of the Executive Committee in 2018. The Treasurer was requested to offset future transfers to UNEP by US\$3,148, representing interest accrued by the Government in 2012, 2013 and 2014 from funds previously transferred for the implementation of the refrigeration servicing sector plan and the national enabling programme for China, as per decision 69/24.			\$786,000	\$87,960	\$873,960	

Project Title	Agency	ODP (tonnes)	Fur Project	nds approved Support	(US\$) Total	C.E. (US\$/kg)
HCFC phase-out management plan (stage I, third tranche) (solvent sector)	UNDP		\$500,000	\$35,000	\$535,000	
The Government and UNDP were requested to submit progress reports on a yearly basis on the implementation of the work programme associated with the final tranche until the completion of the project, verification reports until approval of stage II, and the project completion report six months after the operational completion of the sector plan and no later than the final meeting of the Executive Committee in 2018. The Treasurer was requested to offset future transfers to UNDP by US\$12,384, representing interest accrued by the Government in 2013 and 2014 from funds previously transferred for the implementation of the solvent sector plan for China as per decision 69/24.						
HCFC phase-out management plan (stage I, fifth tranche) (extruded polystyrene foam sector plan)	Germany		\$500,000	\$60,181	\$560,181	
The Government and UNIDO were requested to submit progress reports on a yearly basis on the implementation of the work programme associated with the final tranche until the completion of the project, verification reports until approval of stage II, and the project completion report six months after the operational completion of the sector plan and no later than the final meeting of the Executive Committee in 2018. The Treasurer was requested to offset future transfers to UNIDO by US\$62,905 representing additional interest accrued by the Government up to 31 December 2014 from funds previously transferred for the implementation of the XPS foam sector planas per decision 69/24.						
HCFC phase-out management plan (stage I, fifth tranche) (industrial and commercial refrigeration and air conditioning sector plan)	UNDP	38.2	\$9,150,000	\$640,500	\$9,790,500	
The Government and UNDP were requested to submit progress reports on a yearly basis on the implementation of the work programme associated with the final tranche until the completion of the project, verification reports until approval of stage II, and the project completion report six months after the operational completion of the sector plan and no later than the final meeting of the Executive Committee in 2019. The Treasurer was requested to offset future transfers to UNDP by US\$33,650 representing interest accrued by the Government up to 31 December 2014 from funds previously transferred for the implementation of the ICR sector plan as per decision 69/24.						
HCFC phase-out management plan (stage I, fifth tranche) (extruded polystyrene foam sector plan)	UNIDO	88.5	\$6,733,000	\$471,310	\$7,204,310	
The Government and UNIDO were requested to submit progress reports on a yearly basis on the implementation of the work programme associated with the final tranche until the completion of the project, verification reports until approval of stage II, and the project completion report six months after the operational completion of the sector plan and no later than the final meeting of the Executive Committee in 2018. The Treasurer was requested to offset future transfers to UNIDO by US\$62,905 representing additional interest accrued by the Government up to 31 December 2014 from funds previously transferred for the implementation of the XPS foam sector planas per decision 69/24.						

Project Title	Agency	ODP	DP Funds approved (US\$)			
		(tonnes)	Project	Support	Total	(US\$/kg)
HCFC phase-out management plan (stage I, fifth tranche) (room air-conditioner manufacturing sector plan)	UNIDO		\$11,250,000	\$787,500	\$12,037,500	
The Government and UNIDO were requested to submit progress reports on a yearly basis on the implementation of the work programme associated with the final tranche until the completion of the project, verification reports until approval of stage II, and the project completion report six months after the operational completion of the sector plan and no later than the final meeting of the Executive Committee in 2019. The Treasurer was requested to offset future transfers to UNIDO by US\$94,424 representing interest accrued by the Government up to 31 December 2014 from funds previously transferred for the implementation of the RAC sector plan as per decision 69/24.						
HCFC phase-out management plan (stage I, fifth tranche) (polyurethane rigid foam sector plan)	IBRD	448.4	\$10,950,000	\$766,500	\$11,716,500	
The Government and the World Bank were requested to submit progress reports on a yearly basis on the implementation of the work programme associated with the final tranche until the completion of the project, verification reports until approval of stage II, and the project completion report six months after the operational completion of the sector plan and no later than the final meeting of the Executive Committee in 2018. The Treasurer was requested to offset future transfers to the World Bank by US\$6,431, representing interest accrued by the Government up to 31 December 2014 from funds previously transferred for the implementation of the PU foam sector plan for China, as per decision 69/24.						
HCFC phase-out management plan (stage I, fifth tranche) (refrigeration servicing sector including enabling programme)	Japan		\$80,000	\$10,400	\$90,400	
The Government and UNEP were requested to submit progress reports on a yearly basis on the implementation of the work programme associated with the final tranche until the completion of the project, verification reports until approval of stage II, and the project completion report six months after the operational completion of the sector plan and no later than the final meeting of the Executive Committee in 2018. The Treasurer was requested to offset future transfers to UNEP by US\$3,148, representing interest accrued by the Government in 2012, 2013 and 2014 from funds previously transferred for the implementation of the refrigeration servicing sector plan and the national enabling programme for China, as per decision 69/24.						
Total	for China	575.0	\$64,203,650	\$4,221,176	\$68,424,826	
COLOMBIA						
REFRIGERATION						
Air conditioning						
Demonstration of HC-290 (propane) as an alternative refrigerant in commercial air-conditioning manufacturing at Industrias Thermotar Itda	UNDP	0.7	\$500,000	\$35,000	\$535,000	
UNDP and the Government were requested to deduct 0.73 ODP tonnes of HCFC-22 from the remaining eligible consumption.						

Project Title	Agency	ODP	Fun	Funds approved (US\$)			
		(tonnes)	Project	Support	Total	(US\$/kg)	
PHASE-OUT PLAN							
HCFC phase out plan							
HCFC phase-out management plan (stage II, first tranche) (project management, monitoring and coordination)	UNDP		\$245,325	\$17,173	\$262,498		
Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2015 to 2021 to reduce HCFC consumption by 65 per cent of the baseline. Noted that the Government: has committed to reduce HCFC consumption of the baseline by 60 per cent in 2020 and 65 per cent in 2021; would ban the use of HCFC-141b in the fire protection sector by 31 December 2017; would ban HCFC-141b in bulk and contained in imported pre-blended polyols for all uses by 31 December 2020; would ban the manufacture and import of packaged type and condensed air conditioning equipment that use HCFC-22 with a cooling capacity of less than 5 tonnes by 31 December 2020; would ban the manufacture and import of split-system air-conditioning equipment that use HCFC-22 by 31 December 2022; and that UNDP will report the incremental operating costs incurred during the conversion to reduced-HFO formulations in the foam sector when requesting the second tranche of stage II of the HPMP on the understanding that if the incremental operating costs were below US\$2.13/kg, the Government would return the associated funds to the Multilateral Fund. UNDP, UNEP, Germany and the Government were requested to deduct 104.75 ODP tonnes of HCFCs from the remaining consumption eligible for funding, including 12.3 ODP tonnes of HCFC-141b contained in exported pre-blended polyols in accordance with decision 68/42(b) and to deduct further 17.55 ODP tonnes of HCFC-141b from the remaining consumption eligible for funding.							
HCFC phase-out management plan (stage II, first tranche) (technical assistance for fire protection sector)	UNDP	6.8	\$75,900	\$5,313	\$81,213	1.23	
Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2015 to 2021 to reduce HCFC consumption by 65 per cent of the baseline.							

Noted that the Government: has committed to reduce HCFC consumption of the baseline by 60 per cent in 2020 and 65 per cent in 2021; would ban the use of HCFC-141b in the fire protection sector by 31 December 2017; would ban HCFC-141b in bulk and contained in imported pre-blended polyols for all uses by 31 December 2020; would ban the manufacture and import of packaged type and condensed air conditioning equipment that use HCFC-22 with a cooling capacity of less than 5 tonnes by 31 December 2020; would ban the manufacture and import of splitsystem air-conditioning equipment that use HCFC-22 by 31 December 2022; and that UNDP will report the incremental operating costs incurred during the conversion to reduced-HFO formulations in the foam sector when requesting the second tranche of stage II of the HPMP on the understanding that if the incremental operating costs were below US\$2.13/kg, the Government would return the associated funds to the Multilateral Fund. UNDP, UNEP, Germany and the Government were requested to deduct 104.75 ODP tonnes of HCFCs from the remaining consumption eligible for funding, including 12.3 ODP tonnes of HCFC-141b contained in exported pre-blended polyols in accordance with decision 68/42(b) and to deduct further 17.55 ODP tonnes of HCFC-141b from the remaining consumption eligible for funding.

(foam sector)

Project Title	Agency	ODP	Fun	Funds approved (US\$)		C.E.
		(tonnes)	Project	Support	Total	(US\$/kg)
HCFC phase-out management plan (stage II, first tranche)	UNDP	48.2	\$1,279,881	\$89,592	\$1,369,473	2.92

Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2015 to 2021 to reduce HCFC consumption by 65 per cent of the baseline. Noted that the Government: has committed to reduce HCFC consumption of the baseline by 60 per cent in 2020 and 65 per cent in 2021; would ban the use of HCFC-141b in the fire protection sector by 31 December 2017; would ban HCFC-141b in bulk and contained in imported pre-blended polyols for all uses by 31 December 2020; would ban the manufacture and import of packaged type and condensed air conditioning equipment that use HCFC-22 with a cooling capacity of less than 5 tonnes by 31 December 2020; would ban the manufacture and import of splitsystem air-conditioning equipment that use HCFC-22 by 31 December 2022; and that UNDP will report the incremental operating costs incurred during the conversion to reduced-HFO formulations in the foam sector when requesting the second tranche of stage II of the HPMP on the understanding that if the incremental operating costs were below US\$2.13/kg, the Government would return the associated funds to the Multilateral Fund. UNDP, UNEP, Germany and the Government were requested to deduct 104.75 ODP tonnes of HCFCs from the remaining consumption eligible for funding, including 12.3 ODP tonnes of HCFC-141b contained in exported pre-blended polyols in accordance with decision 68/42(b) and to deduct further 17.55 ODP tonnes of HCFC-141b from the remaining consumption eligible for funding.

HCFC phase-out management plan (stage II, first tranche) (technical assistance in policies formulation and implementation)

Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2015 to 2021 to reduce HCFC consumption by 65 per cent of the baseline. Noted that the Government: has committed to reduce HCFC consumption of the baseline by 60 per cent in 2020 and 65 per cent in 2021; would ban the use of HCFC-141b in the fire protection sector by 31 December 2017; would ban HCFC-141b in bulk and contained in imported pre-blended polyols for all uses by 31 December 2020; would ban the manufacture and import of packaged type and condensed air conditioning equipment that use HCFC-22 with a cooling capacity of less than 5 tonnes by 31 December 2020; would ban the manufacture and import of splitsystem air-conditioning equipment that use HCFC-22 by 31 December 2022; and that UNDP will report the incremental operating costs incurred during the conversion to reduced-HFO formulations in the foam sector when requesting the second tranche of stage II of the HPMP on the understanding that if the incremental operating costs were below US\$2.13/kg, the Government would return the associated funds to the Multilateral Fund. UNDP. UNEP. Germany and the Government were requested to deduct 104.75 ODP tonnes of HCFCs from the remaining consumption eligible for funding, including 12.3 ODP tonnes of HCFC-141b contained in exported pre-blended polyols in accordance with decision 68/42(b) and to deduct further 17.55 ODP tonnes of HCFC-141b from the remaining consumption eligible for funding.

UNDP

1.6 \$136,485

\$9,554

\$146,039

4.80

(refrigeration servicing sector)

Project Title	Agency	ODP	Fun	ds approved	(US\$)	C.E.
		(tonnes)	Project	Support	Total	(US\$/kg)
HCFC phase-out management plan (stage II, first tranche)	UNDP	6.9	\$605,000	\$42,350	\$647,350	4.80

Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2015 to 2021 to reduce HCFC consumption by 65 per cent of the baseline. Noted that the Government: has committed to reduce HCFC consumption of the baseline by 60 per cent in 2020 and 65 per cent in 2021; would ban the use of HCFC-141b in the fire protection sector by 31 December 2017; would ban HCFC-141b in bulk and contained in imported pre-blended polyols for all uses by 31 December 2020; would ban the manufacture and import of packaged type and condensed air conditioning equipment that use HCFC-22 with a cooling capacity of less than 5 tonnes by 31 December 2020; would ban the manufacture and import of splitsystem air-conditioning equipment that use HCFC-22 by 31 December 2022; and that UNDP will report the incremental operating costs incurred during the conversion to reduced-HFO formulations in the foam sector when requesting the second tranche of stage II of the HPMP on the understanding that if the incremental operating costs were below US\$2.13/kg, the Government would return the associated funds to the Multilateral Fund. UNDP, UNEP, Germany and the Government were requested to deduct 104.75 ODP tonnes of HCFCs from the remaining consumption eligible for funding, including 12.3 ODP tonnes of HCFC-141b contained in exported pre-blended polyols in accordance with decision 68/42(b) and to deduct further 17.55 ODP tonnes of HCFC-141b from the remaining consumption eligible for funding.

HCFC phase-out management plan (stage II, first tranche) (refrigeration servicing sector)

Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2015 to 2022 to reduce HCFC consumption by 65 per cent of the baseline. Noted that the Government: has committed to reduce HCFC consumption of the baseline by 60 per cent in 2020 and 65 per cent in 2022; would ban the use of HCFC-141b in the fire protection sector by 31 December 2017; would ban HCFC-141b in bulk and contained in imported pre-blended polyols for all uses by 31 December 2020; [would ban the manufacture and import of packaged type and condensed air conditioning equipment that use HCFC-22 with a cooling capacity of less than 5 tonnes by 31 December 2020 provided that the Executive Committee wishes to approve the project to demonstrate HC-290 (propane) as an alternative refrigerant in commercial air-conditioning manufacturing at Industrias Thermotar Itda;] would ban the manufacture and import of split-system air-conditioning equipment that use HCFC-22 by 31 December 2022; and that UNDP will report the incremental operating costs incurred during the conversion to reduced-HFO formulations in the foam sector when requesting the second tranche of stage II of the HPMP on the understanding that if the incremental operating costs were below US \$2.13/kg, the Government would return the associated funds to the Multilateral Fund. UNDP, UNEP, Germany and the Government were requested to deduct 104.75 ODP tonnes of HCFCs from the remaining consumption eligible for funding, including 12.3 ODP tonnes of HCFC-141b contained in exported pre-blended polyols in accordance with decision 68/42(b) [and to deduct further 17.55 ODP tonnes of HCFC-141b from the remaining consumption eligible for funding].

Germany

3.7 \$325,800

\$41,838

\$367,638

4.80

			Annex XII				
Project Title	Agency	ODP (tonnes)	Fur Project	nds approved Support	(US\$) Total	C.E. (US\$/kg)	
HCFC phase-out management plan (stage II, first tranche) (technical assistance in policies formulation and implementation)	UNEP	0.6	\$50,000	\$6,500	\$56,500	4.80	
Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2015 to 2022 to reduce HCFC consumption by 65 per cent of the baseline. Noted that the Government: has committed to reduce HCFC consumption of the baseline by 60 per cent in 2020 and 65 per cent in 2022; would ban the use of HCFC-141b in the fire protection sector by 31 December 2017; would ban HCFC-141b in bulk and contained in imported pre-blended polyols for all uses by 31 December 2020; [would ban the manufacture and import of packaged type and condensed air conditioning equipment that use HCFC-22 with a cooling capacity of less than 5 tonnes by 31 December 2020 provided that the Executive Committee wishes to approve the project to demonstrate HC-290 (propane) as an alternative refrigerant in commercial air-conditioning manufacturing at Industrias Thermotar Itda;] would ban the manufacture and import of split-system air-conditioning equipment that use HCFC-22 by 31 December 2022; and that UNDP will report the incremental operating costs incurred during the conversion to reduced-HFO formulations in the foam sector when requesting the second tranche of stage II of the HPMP on the understanding that if the incremental operating costs were below US \$2.13/kg, the Government would return the associated funds to the Multilateral Fund. UNDP, UNEP, Germany and the Government were requested to deduct 104.75 ODP tonnes of HCFCs from the remaining consumption eligible for funding, including 12.3 ODP tonnes of HCFC-141b contained in exported pre-blended polyols in accordance with decision 68/42(b) [and to deduct further 17.55 ODP tonnes of HCFC-141b from the remaining consumption eligible for funding].							
SEVERAL							
Technical assistance/support							
Survey of ODS alternatives at the national level	Germany		\$65,000	\$8,450	\$73,450		
Noted that eligible funding (US \$130,000) was reduced by 50 per cent to account for surveys funded outside the Multilateral Fund.							
Total for	Colombia	68.5	\$3,283,391	\$255,770	\$3,539,161		
COMOROS							
SEVERAL							
Ozone unit support							
Extension of the institutional strengthening project (phase IX: 1/2016-6/2017)	UNEP		\$85,000	\$0	\$85,000		
Total for	Comoros		\$85,000		\$85,000		
CONGO							
PHASE-OUT PLAN							
HCFC phase out plan							
Verification report on the implementation of the HCFC phase-out management plan	UNEP		\$30,000	\$3,900	\$33,900		
Approved on the understanding that the verification report should be submitted at least 60 days prior to the applicable Executive Committee meeting where the next funding tranche for its HPMP is being sought.							

		Allica All				
Project Title	Agency	ODP (tonnes)	Fun Project	ds approved Support	(US\$) Total	C.E. (US\$/kg)
SEVERAL						
Ozone unit support						
Extension of the institutional strengthening project (phase IX: 1/2015-12/2017)	UNEP		\$85,000	\$0	\$85,000	
Technical assistance/support						
Survey of ODS alternatives at the national level	UNEP		\$70,000	\$9,100	\$79,100	
Tota	l for Congo		\$185,000	\$13,000	\$198,000	
CONGO, DR						
SEVERAL						
Technical assistance/support						
Survey of ODS alternatives at the national level	UNEP		\$110,000	\$14,300	\$124,300	
Total for	Congo, DR		\$110,000	\$14,300	\$124,300	
COOK ISLANDS						
SEVERAL						
Technical assistance/support						
Survey of ODS alternatives at the national level	UNEP		\$40,000	\$5,200	\$45,200	
Total for C	ook Islands		\$40,000	\$5,200	\$45,200	
COSTA RICA						
PHASE-OUT PLAN						
HCFC phase out plan						
Verification report for stage I of HCFC phase-out management plan	UNDP		\$30,000	\$2,700	\$32,700	
Approved on the understanding that the verification report should be submitted at least 60 days prior to the applicable Executive Committee meeting where the next funding tranche for its HPMP is being sought.						
SEVERAL						
Ozone unit support						
Extension of institutional strengthening project (phase XI: $1/2016$ - $12/2017$ )	UNDP		\$179,857	\$12,590	\$192,447	
Total for	Costa Rica		\$209,857	\$15,290	\$225,147	

Agency UNEP	ODP (tonnes)	Fun Project \$190,000	ds approved Support		C.E. (US\$/kg)
UNEP	3.1	\$190,000			
UNEP	3.1	\$190,000	<b>40.2</b> 0.7 -		
UNEP	3.1	\$190,000	0.5		
UNEP	3.1	\$190,000	AA		
			\$22,998	\$212,998	
e D'Ivoire	3.1	\$190,000	\$22,998	\$212,998	
UNDP		\$190,804	\$13,356	\$204,160	
UNDP		\$70,000	\$6,300	\$76,300	
for Cuba		\$260,804	\$19,656	\$280,460	
UNEP		\$30,000	\$3,900	\$33,900	
Dominica		\$30,000	\$3,900	\$33,900	
UNDP		\$55,000	\$4,950	\$59,950	
D 12		<b>#</b> # # # # # # # # # # # # # # # # # #	<b>6405</b> 0	<b>#</b> ## ###	
Republic		\$55,000	\$4,950	\$59,950	
UNIDO		\$63,521	\$5,717	\$69,238	
	UNDP UNEP  Dominica  UNDP  Republic	UNDP I for Cuba  UNEP  Dominica  UNDP A Republic	UNDP \$190,804  UNDP \$70,000  I for Cuba \$260,804  UNEP \$30,000  UNDP \$55,000  A Republic \$55,000	UNDP \$190,804 \$13,356  UNDP \$70,000 \$6,300  I for Cuba \$260,804 \$19,656  UNEP \$30,000 \$3,900  Dominica \$30,000 \$3,900  UNDP \$55,000 \$4,950  A Republic \$55,000 \$4,950	UNDP \$190,804 \$13,356 \$204,160  UNDP \$70,000 \$6,300 \$76,300  I for Cuba \$260,804 \$19,656 \$280,460  UNEP \$30,000 \$3,900 \$33,900  Dominica \$30,000 \$3,900 \$33,900  UNDP \$55,000 \$4,950 \$59,950  A Republic \$55,000 \$4,950 \$59,950

	Allilex All				
Agency	ODP (tonnes)	Fur Project	nds approved Support	(US\$) Total	C.E. (US\$/kg)
UNEP		\$27,223	\$3,539	\$30,762	
l for Faynt		\$90 <i>744</i>	<b>\$0.25</b> 6	\$100 000	
Hor Egypt		Ψ20,7	Ψ,250	φ100,000	
UNEP		\$30,000	\$3,900	\$33,900	
rial Guinea		\$30,000	\$3,900	\$33,900	
UNEP		\$30,000	\$3,900	\$33,900	
or Ethiopia		\$30,000	\$3,900	\$33,900	
UNEP		\$35,000	\$4,550	\$39,550	
otal for Fiji		\$35,000	\$4,550	\$39,550	
UNEP		\$85,000	\$0	\$85,000	
UNEP		\$110,000	\$14,300	\$124,300	
for Gabon		\$195,000	\$14,300	\$209,300	
	UNEP  difor Egypt  UNEP  dial Guinea  UNEP  or Ethiopia  UNEP  otal for Fiji  UNEP	(tonnes) UNEP  I for Egypt  UNEP  VIAL Guinea  UNEP  OTE Ethiopia  UNEP  OTE I for Fiji  UNEP  UNEP	(tonnes)   Project     UNEP   \$27,223     Ifor Egypt   \$90,744     UNEP   \$30,000     UNEP   \$30,000     UNEP   \$30,000     UNEP   \$35,000     UNEP   \$35,000     UNEP   \$85,000     UNEP   \$110,000	Agency         ODP (tonnes)         Funds approved Support           UNEP         \$27,223         \$3,539           I for Egypt         \$90,744         \$9,256           UNEP         \$30,000         \$3,900           tial Guinea         \$30,000         \$3,900           UNEP         \$30,000         \$3,900           UNEP         \$35,000         \$4,550           Otal for Fiji         \$35,000         \$4,550           UNEP         \$85,000         \$0           UNEP         \$110,000         \$14,300	Agency         ODP (tonnes)         Funder Project         Support Support         Total Total           UNEP         \$27,223         \$3,539         \$30,762           I for Egypt         \$90,744         \$9,256         \$100,000           UNEP         \$30,000         \$3,900         \$33,900           Trial Guinea         \$30,000         \$3,900         \$33,900           UNEP         \$30,000         \$3,900         \$33,900           Or Ethiopia         \$30,000         \$3,900         \$33,900           UNEP         \$35,000         \$4,550         \$39,550           Otal for Fiji         \$35,000         \$4,550         \$39,550           UNEP         \$85,000         \$0         \$85,000           UNEP         \$110,000         \$14,300         \$124,300

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Project Title	Agency	ODP (tonnes)	Fun Project	ds approved Support	(US\$) Total	C.E. (US\$/kg)	
GEORGIA							
PHASE-OUT PLAN							
HCFC phase out plan							
Verification report for stage I of HCFC phase-out management plan	UNDP		\$30,000	\$2,700	\$32,700		
Approved on the understanding that the verification report should be submitted at least 60 days prior to the applicable Executive Committee meeting where the next funding tranche for its HPMP is being sought.							
Total fo	or Georgia		\$30,000	\$2,700	\$32,700		
GRENADA							
SEVERAL							
Ozone unit support							
Extension of the institutional strengthening project (phase V: 1/2016-12/2017)	UNEP		\$85,000	\$0	\$85,000		
Technical assistance/support							
Survey of ODS alternatives at the national level	UNEP		\$40,000	\$5,200	\$45,200		
Total for	r Grenada		\$125,000	\$5,200	\$130,200		
GUATEMALA							
PHASE-OUT PLAN							
HCFC phase out plan							
HCFC phase-out management plan (stage I, third tranche)	UNEP	0.6	\$45,000	\$5,850	\$50,850		
Noted decision XXVI/16 the Parties to the Montreal Protocol; that the Government had established an import quota of 4.35 ODP tonnes for 2014 in line with decision XXVI/16 and issued HCFC import quotas in accordance with the Montreal Protocol control targets in 2015. Applied a penalty of 15 per cent of funding of the third tranche, resulting in an amount of US\$16,742, consisting of US\$14,816 plus agency support costs of US\$1,926, to be deducted from the funding and agency support costs for the UNEP component. Approved on the understanding that if Guatemala were to decide to proceed with retrofits and associated servicing to flammable and toxic refrigerants in refrigeration and airconditioning equipment originally designed for non flammable substances, it would do so assuming all associated responsibilities and risks and only in accordance with the relevant standards and protocols; and that the Treasurer will not disburse the funding for UNEP until confirmation was received at the Secretariat that the agreement between the Division of International Cooperation of the Ministry of Environment and UNEP has been signed.	,						

Project Title	Agency	ODP	Fur	nds approved	(US\$)	C.E.
		(tonnes)	Project	Support	Total	(US\$/kg)
HCFC phase-out management plan (stage I, third tranche)	UNIDO		\$53,775	\$4,033	\$57,808	
Noted decision XXVI/16 the Parties to the Montreal Protocol; that the Government had established an import quota of 4.35 ODP tonnes for 2014 in line with decision XXVI/16 and issued HCFC import quotas in accordance with the Montreal Protocol control targets in 2015. Applied a penalty of 15 per cent of funding of the third tranche, resulting in an amount of US\$16,742, consisting of US\$14,816 plus agency support costs of US\$1,926, to be deducted from the funding and agency support costs for the UNEP component. Approved on the understanding that if Guatemala were to decide to proceed with retrofits and associated servicing to flammable and toxic refrigerants in refrigeration and airconditioning equipment originally designed for non flammable substances, it would do so assuming all associated responsibilities and risks and only in accordance with the relevant standards and protocols; and that the Treasurer will not disburse the funding for UNEP until confirmation was received at the Secretariat that the agreement between the Division of International Cooperation of the Ministry of Environment and UNEP has been signed.	e d o					
	Guatemala	0.6	\$98,775	\$9,883	\$108,658	
GUINEA-BISSAU						
SEVERAL						
Technical assistance/support						
Survey of ODS alternatives at the national level	UNEP		\$40,000	\$5,200	\$45,200	
Total for Gui	nea-Bissau		\$40,000	\$5,200	\$45,200	
GUYANA						
PHASE-OUT PLAN						
HCFC phase out plan						
HCFC phase-out management plan (stage II, first tranche)	UNDP	0.2	\$159,750	\$11,183	\$170,933	
Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2015 to 2025 for a complete phase out of HCFC consumption (with a remaining service tail of 2.5 per cent of the baseline per annum until 2030); and on the understanding that if Guyana were to decide to proceed with retrofits and associated servicing to flammable and toxic refrigerants in refrigeration and air conditioning equipment originally designed for non flammable substances, it would do so assuming all associated responsibilities and risks and only in accordance with the relevant standards and protocols. Noted with appreciation the commitment by the Government to accelerate the reduction in HCFC consumption by 35 per cent reduction from the baseline in 2020, 97.5 per cent in 2025, with a service tail of 2.5 per cent per annum until 2030.						

Project Title	Agency	ODP	Fui	nds approved	(US\$)	C.E.
		(tonnes)	Project	Support	Total	(US\$/kg)
Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2015 to 2025 for a complete phase out of HCFC consumption (with a remaining service tail of 2.5 per cent of the baseline per annum until 2030); and on the understanding that if Guyana were to decide to proceed with retrofits and associated servicing to flammable and toxic refrigerants in refrigeration and air conditioning equipment originally designed for non flammable substances, it would do so assuming all associated responsibilities and risks and only in accordance with the relevant standards and protocols. Noted with appreciation the commitment by the Government to accelerate the reduction in HCFC consumption by 35 per cent reduction from the baseline in 2020, 97.5 per cent in 2025, with a service tail of 2.5 per cent per annum until 2030.	UNEP	0.1	\$55,500	\$7,215	\$62,715	
	or Guyana	0.3	\$215,250	\$18,398	\$233,648	
HAITI						
SEVERAL						
Ozone unit support						
Extension of the institutional strengthening project (phase IV: 11/2015-10/2017)	UNEP		\$128,000	\$0	\$128,000	
Tota	al for Haiti		\$128,000		\$128,000	
HONDURAS						
SEVERAL						
Ozone unit support						
Extension of the institutional strengthening project (phase VIII: 1/2016-12/2017)	UNEP		\$85,000	\$0	\$85,000	
Total for	Honduras		\$85,000		\$85,000	
INDIA						
PHASE-OUT PLAN						
HCFC phase out plan						
HCFC phase-out management plan (stage I, third tranche) (refrigeration servicing sector)	Germany	24.4	\$199,440	\$22,938	\$222,378	
The Government, UNDP, UNEP and Germany were requested to submit progress reports on a yearly basis on the implementation of the work programme associated with the third tranche until the completion of the project, verification reports until approval of stage II, and the project completion report to the second meeting of the Executive Committee in 2017.	c					
HCFC phase-out management plan (stage I, third tranche) (refrigeration servicing sector and enabling activities)  The Government, UNDP, UNEP and Germany were requested to submit progress reports on a yearly basis on the implementation of the work programme associated with the third tranche until the completion of the project, verification reports until approval of stage II, and the project completion report to the second meeting of the Executive Committee in 2017.	UNEP	3.3	\$86,160	\$10,478	\$96,638	

			Annex 2	XII	
Agency	ODP (tonnes)	Fur Project	nds approved Support	(US\$) Total	C.E. (US\$/kg)
UNDP	47.8	\$1,438,490	\$100,694	\$1,539,184	
f					
al for India	75.5	\$1,724,090	\$134,110	\$1,858,200	
UNDP		\$347,194	\$24,304	\$371,498	
r Indonesia		\$347,194	\$24,304	\$371,498	
UNEP		\$110,000	\$14,300	\$124,300	
tal for Iraq		\$110,000	\$14,300	\$124,300	
UNEP		\$85,000	\$0	\$85,000	
or Jamaica		\$85,000		\$85,000	
IBRD		\$45,000	\$3,150	\$48,150	
UNIDO		\$55,000	\$3,850	\$58,850	
IBRD		\$70,000	\$4,900	\$74,900	
	UNDP  Indonesia  UNEP  Indonesia  UNEP  Indonesia  UNEP  INTERIOR	(tonnes) UNDP 47.8  Indonesia  UNDP  Indonesia  UNEP  Indonesia  UNEP  Indonesia  UNEP  Indonesia  UNEP  Indonesia  UNEP  Indonesia	(tonnes)   Project	Agency   ODP   Funct   Support	(tonnes)   Project   Support   Total

Project Title	Agency	ODP		ds approved	(US\$)	C.E.
		(tonnes)	Project	Support	Total	(US\$/kg)
HCFC phase-out management plan (stage I, second tranche) (policy and monitoring)	UNIDO		\$22,184	\$1,997	\$24,181	
Noted that the Agreement had been updated based on the revised funding level; that the Middle East Complex for Engineering, Electronics and Heavy Industries PLC would not participate in the HPMP; that the World Bank would return US\$89,800 plus agency support costs of US\$6,735 to the 75th meeting; and that the Government could submit a funding request for stage II of the HPMP as early as the 76th meeting. The Government, UNIDO and World Bank were requested to submit progress reports on a yearly basis on the implementation of the work programme associated with the second and final tranche until the completion of the project, verification reports until approval of stage II, and the project completion report no later than the first meeting of the Executive Committee in 2018.						
Total f	or Jordan		\$192,184	\$13,897	\$206,081	
KENYA						
PHASE-OUT PLAN						
HCFC phase out plan						
HCFC phase-out management plan (stage I, third tranche)	France		\$176,250	\$21,346	\$197,596	
Noted the progress made by the Government in improving its licensing and quota system and encouraged the Government to continue its efforts to improve it. The Government was requested with the assistance from France to continue improving the licensing and quota system and to report annually on this matter through the progress and financial report submitted to the Executive Committee by France. Approved on the understanding that if Kenya were to decide to proceed with retrofits and associated servicing to flammable and toxic refrigerants in refrigeration and air-conditioning equipment originally designed for non-flammable substances, it would do so assuming all associated responsibilities and risks and only in accordance with the relevant standards and protocols.						
Preparation of a HCFC phase-out management plan (stage II)	France		\$60,000	\$7,800	\$67,800	
Total	for Kenya		\$236,250	\$29,146	\$265,396	i
KIRIBATI						
SEVERAL						
Technical assistance/support						
Survey of ODS alternatives at the national level	UNEP		\$40,000	\$5,200	\$45,200	
Total fo	or Kiribati		\$40,000	\$5,200	\$45,200	1

Project Title	Agency	ODP (tonnes)	Fur Project	ds approved Support		C.E. (US\$/kg)
KOREA, DPR						
PHASE-OUT PLAN						
HCFC phase out plan						
HCFC phase-out management plan (stage I, second tranche) (policy, refrigeration servicing and monitoring)  Noted the request by the Government to transfer to UNIDO all the phase-out activities included in stage I that originally been intended for implementation by UNEP. UNEP was requested to return to the 76th meeting the remaining balance from the US\$43,500 plus agency support costs of US\$5,655 approved in the first tranche. Approved the transfer of the remaining balance from the US\$43,500 approved in the first tranche from UNEP to UNIDO plus the applicable agency support costs. Further approved the transfer from UNEP to UNIDO of funding, approved in principle, of US\$158,500, plus agency support costs of US\$11,095, associated with the second, third and fourth funding tranches of the HPMP. The Secretariat was requested to revise the Agreement between the Government and the Executive Committee when the funding request for the third tranche was submitted. UNIDO was requested when submitting and implementing future tranches of the HPMP, to follow an approach similar to that taken for the first and second tranches of stage I of the HPMP for the Democratic People's Republic of Korea in terms of compliance with the resolutions of United Nations Security Council, the modality of disbursement, organizational structures and monitoring procedures.			\$78,500	\$5,495	\$83,995	
HCFC phase-out management plan (stage I, second tranche) (phase-out of HCFC-141b in polyurethane foam sector at Pyongyang Sonbong and Puhung Building Materials)  Noted the request by the Government to transfer to UNIDO all the phase-out activities included in stage I that originally been intended for implementation by UNEP. UNEP was requested to	UNIDO	14.5	\$428,180	\$29,973	\$458,153	
return to the 76th meeting the remaining balance from the US\$43,500 plus agency support costs of US\$5,655 approved in the first tranche. Approved the transfer of the remaining balance from the US\$43,500 approved in the first tranche from UNEP to UNIDO plus the applicable agency support costs. Further approved the transfer from UNEP to UNIDO of funding, approved in principle, of US\$158,500, plus agency support costs of US\$11,095, associated with the second, third and fourth funding tranches of the HPMP. The Secretariat was requested to revise the Agreement between the Government and the Executive Committee when the funding request for the third tranche was submitted. UNIDO was requested when submitting and implementing future tranches of the HPMP, to follow an approach similar to that taken for the first and second tranches of stage I of the HPMP for the Democratic People's Republic of Korea in terms of compliance with the resolutions of United Nations Security Council, the modality of disbursement, organizational structures and monitoring procedures.						
Total for Ke	orea, DPR	14.5	\$506,680	\$35,468	\$542,148	
KUWAIT						
REFRIGERATION						
Air conditioning						
Comparative analysis of three not-in-kind technologies for use in central air-conditioning	UNIDO		\$63,521	\$5,717	\$69,238	

remaining HCFC consumption eligible for funding.

				Annex 2	XII	
Project Title	Agency	ODP (tonnes)	Fur Project	nds approved Support	(US\$) Total	C.E. (US\$/kg)
Comparative analysis of three not-in-kind technologies for use in central air-conditioning	UNEP		\$27,223	\$3,539	\$30,762	
SEVERAL						
Technical assistance/support						
Survey of ODS alternatives at the national level	UNEP		\$70,000	\$9,100	\$79,100	
Survey of ODS alternatives at the national level	UNIDO		\$50,000	\$4,500	\$54,500	
Total	for Kuwait		\$210,744	\$22,856	\$233,600	
LEBANON						
PHASE-OUT PLAN						
HCFC phase out plan						
HCFC phase-out management plan (stage II, first tranche) (project management and coordination)	UNDP		\$219,091	\$15,336	\$234,427	
Approved in accordance with the Agreement between the Government and the Executive Committee for the period from 2015 to 2025 to reduce HCFC consumption by 75 per cent of its baseline. Noted that the Government has committed to reducing HCFC consumption by 18 per cent of its baseline by 2017, 50 per cent by 2020, and 75 per cent by 2025; and to issuing a ban on imports of HCFC-141b in bulk and contained in imported preblended polyols by 1 January 2020, and for HCFC-22, except for servicing, by 1 January 2026. UNDP and the Government were requested to deduct 36.65 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding.						
HCFC phase-out management plan (stage II, first tranche) (refrigeration servicing sector)	UNDP	5.7	\$495,756	\$34,703	\$530,459	4.80
Approved in accordance with the Agreement between the Government and the Executive Committee for the period from 2015 to 2025 to reduce HCFC consumption by 75 per cent of its baseline. Noted that the Government has committed to reducing HCFC consumption by 18 per cent of its baseline by 2017, 50 per cent by 2020, and 75 per cent by 2025; and to issuing a ban on imports of HCFC-141b in bulk and contained in imported preblended polyols by 1 January 2020, and for HCFC-22, except for servicing, by 1 January 2026. UNDP and the Government were requested to deduct 36.65 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding.						
HCFC phase-out management plan (stage II, first tranche) (foam sector)	UNDP	19.1	\$1,147,649	\$80,336	\$1,227,985	6.60
Approved in accordance with the Agreement between the Government and the Executive Committee for the period from 2015 to 2025 to reduce HCFC consumption by 75 per cent of its baseline. Noted that the Government has committed to reducing HCFC consumption by 18 per cent of its baseline by 2017, 50 per cent by 2020, and 75 per cent by 2025; and to issuing a ban on imports of HCFC-141b in bulk and contained in imported preblended polyols by 1 January 2020, and for HCFC-22, except for servicing, by 1 January 2026. UNDP and the Government were requested to deduct 36.65 ODP tonnes of HCFCs from the						

Project Title	Agency	ODP	Fu	nds approved	(US\$)	C.E.
	- ,	(tonnes)	Project	Support	Total	(US\$/kg) 11.30
HCFC phase-out management plan (stage II, first tranche) (air conditioning sector)	UNDP	5.0	\$547,504	\$38,325	\$585,829	11.30
Approved in accordance with the Agreement between the Government and the Executive Committee for the period from 2015 to 2025 to reduce HCFC consumption by 75 per cent of its baseline. Noted that the Government has committed to reducing HCFC consumption by 18 per cent of its baseline by 2017, 50 per cent by 2020, and 75 per cent by 2025; and to issuing a ban on imports of HCFC-141b in bulk and contained in imported preblended polyols by 1 January 2020, and for HCFC-22, except for servicing, by 1 January 2026. UNDP and the Government were requested to deduct 36.65 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding.						
Total fo	r Lebanon	29.8	\$2,410,000	\$168,700	\$2,578,700	
LIBERIA						
SEVERAL						
Ozone unit support						
Extension of the institutional strengthening project (phase VI: 11/2015-10/2017)	UNEP		\$109,073	\$0	\$109,073	
Total	for Liberia		\$109,073		\$109,073	
LIBYA						
PHASE-OUT PLAN						
HCFC phase out plan						
HCFC phase-out management plan (stage I, first tranche) (refrigeration servicing sector)	UNIDO	0.3	\$27,323	\$1,913	\$29,236	4.50

Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2015 to 2018 to reduce HCFC consumption by 10 per cent of the baseline and on the understanding that approval was without prejudice to the operation of the Montreal Protocol's mechanism for addressing non-compliance. Noted that the Government had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption the baseline of 118.38 ODP tonnes, calculated using actual consumption of 97.5 ODP tonnes and 139.3 ODP tonnes reported for 2009 and 2010, respectively, under Article 7 of the Montreal Protocol, and deducting 4.72 ODP tonnes imported for stockpile, resulting in 113.66 ODP tonnes. The Government and UNIDO were requested to deduct 26.51 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption.

				KII		
Project Title	Agency	ODP (tonnes)	Fui Project	nds approved Support	(US\$) Total	C.E. (US\$/kg)
HCFC phase-out management plan (stage I, first tranche) (foam sector)	UNIDO	23.8	\$1,690,627	\$118,344	\$1,808,971	8.37
Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2015 to 2018 to reduce HCFC consumption by 10 per cent of the baseline and on the understanding that approval was without prejudice to the operation of the Montreal Protocol's mechanism for addressing non-compliance. Noted that the Government had agreed to establish as its starting point for sustained aggregate reduction in HCFC consumption the baseline of 118.38 ODP tonnes, calculated using actual consumption of 97.5 ODP tonnes and 139.3 ODP tonnes reported for 2009 and 2010, respectively, under Article 7 of the Montreal Protocol, and deducting 4.72 ODP tonnes imported for stockpile, resulting in 113.66 ODP tonnes. The Government and UNIDO were requested to deduct 26.51 ODP tonnes of HCFCs from the starting point for sustained aggregate reduction in HCFC consumption.						
SEVERAL						
Technical assistance/support						
Survey of ODS alternatives at the national level	UNIDO		\$110,000	\$9,900	\$119,900	
Total	for Libya	24.2	\$1,827,950	\$130,157	\$1,958,107	,
MACEDONIA, FYR						
PHASE-OUT PLAN						
HCFC phase out plan						
HCFC phase-out management plan (phase I, sixth tranche)	UNIDO	0.1	\$82,000	\$6,150	\$88,150	
Verification report for stage I of HCFC phase-out management plan	UNIDO		\$30,000	\$2,700	\$32,700	
Approved on the understanding that the verification report should be submitted at least 60 days prior to the applicable Executive Committee meeting where the next funding tranche for its HPMP is being sought.						
Total for Macedo	onia, FYR	0.1	\$112,000	\$8,850	\$120,850	)
MALAYSIA						
PHASE-OUT PLAN						
HCFC phase out plan						
HCFC phase-out management plan (stage I, third tranche) (refrigeration servicing, management and coordination)	UNDP	9.5	\$817,452	\$61,309	\$878,761	
Noted that the Agreement between the Government and the Executive Committee had been updated based on the additional reduction in tonnages; with appreciation that the foam sector plan included in stage I had been completed resulting in the phase-out of 94.60 ODP tonnes, and at a lower cost as originally approved, resulting in savings of US\$722,952. Approved the revised work plan for 2016 submitted by the Government, in line with paragraph 7(a) of the Agreement concerning major changes in the use of the approved funds, and revisions to the activities for remaining tranches. The Government and UNDP were requested to deduct 8.83 ODP tonnes from the remaining eligible consumption of HCFC-22 to be associated with the activities contained in the revised work plan.						

				Timex		
Project Title	Agency	ODP (tonnes)	Fur Project	nds approved Support	(US\$) Total	C.E. (US\$/kg)
SEVERAL						
Ozone unit support						
Extension of institutional strengthening project (phase XI: 1/2016-12/2017)	UNDP		\$357,760	\$25,043	\$382,803	
Total f	or Malaysia	9.5	\$1,175,212	\$86,352	\$1,261,564	
MALDIVES						
PHASE-OUT PLAN						
HCFC phase out plan						
HCFC phase-out management plan (third tranche)	UNEP	0.6	\$100,660	\$13,086	\$113,746	
Noted that equipment used by some enterprises in the fisheries sector had been retrofitted to R-438A as an alternative refrigeran on an interim basis; and that those enterprises would, at their own cost, convert to an alternative with low-GWP when it was commercially available and technically feasible. UNDP was requested to continue assisting the Government during implementation of its HPMP in identifying low-GWP alternative for the fisheries sector; and to report to the Executive Committee at the first meeting in 2017 and every year thereafter until anothe technology with a low-GWP had been fully introduced, on the status of use of the interim technology selected by the Government, including the availability of low-GWP refrigerants the market and the potential use of recycled HCFC-22 from the recovery and recycling component of the HPMP, with a review by the Secretariat of the selected approach in 2019.	n S S S S S T I					
Total f	or Maldives	0.6	\$100,660	\$13,086	\$113,746	
MALI						
PHASE-OUT PLAN						
HCFC phase out plan						
Verification report on the implementation of the HCFC phase-out management plan	UNEP		\$30,000	\$3,900	\$33,900	
Approved on the understanding that the verification report should be submitted at least 60 days prior to the applicable Executive Committee meeting where the next funding tranche for its HPMI is being sought.						
SEVERAL						
Technical assistance/support						
Survey of ODS alternatives at the national level	UNEP		\$70,000	\$9,100	\$79,100	
To	otal for Mali		\$100,000	\$13,000	\$113,000	
MARSHALL ISLANDS						
SEVERAL						
Technical assistance/support						
Survey of ODS alternatives at the national level	UNEP		\$40,000	\$5,200	\$45,200	
Total for Mars			\$40,000	\$5,200		

				I MINON I MI			
Project Title	Agency	ODP (tonnes)	Fur Project	nds approved Support	(US\$) Total	C.E. (US\$/kg)	
MAURITIUS							
PHASE-OUT PLAN							
HCFC phase out plan							
Verification report for stage I of HCFC phase-out management plan	Germany		\$30,000	\$3,900	\$33,900		
Approved on the understanding that the verification report should be submitted at least 60 days prior to the applicable Executive Committee meeting where the next funding tranche for its HPMP is being sought.							
SEVERAL							
Technical assistance/support							
Survey of ODS alternatives at the national level	Germany		\$70,000	\$9,100	\$79,100		
Total for	Mauritius		\$100,000	\$13,000	\$113,000		
MEXICO							
PHASE-OUT PLAN							
HCFC phase out plan							
HCFC phase-out management plan (stage I, fifth tranche) (refrigeration servicing, technical assistance and monitoring	UNIDO )	1.4	\$226,317	\$16,974	\$243,291		
The Government, UNIDO and UNDP were requested to submit progress reports on a yearly basis on the implementation of the work programme associated with the final tranche until the completion of the project and the project completion report no later than the first meeting of the Executive Committee in 2019. UNIDO and UNDP were requested to include in the next progress report to be submitted along with the request of the second tranche under stage II to the 77th meeting, the complete list of downstream foam enterprises assisted by the Multilateral Fund under stage I, including their HCFC-141b consumption phased out, subsector, baseline equipment and technology adopted, and a report on the destruction of the baseline equipment in Mabe, the closure of HCFC-based manufacturing capacity and the confirmation of project completion.							
HCFC phase-out management plan (stage I, fifth tranche) (foam sector plan for systems houses and local customers)	UNDP	30.0	\$1,122,503	\$84,188	\$1,206,691		
The Government, UNIDO and UNDP were requested to submit progress reports on a yearly basis on the implementation of the work programme associated with the final tranche until the completion of the project and the project completion report no later than the first meeting of the Executive Committee in 2019. UNIDO and UNDP were requested to include in the next progress report to be submitted along with the request of the second tranche under stage II to the 77th meeting, the complete list of downstream foam enterprises assisted by the Multilateral Fund under stage I, including their HCFC-141b consumption phased out, subsector, baseline equipment and technology adopted, and a report on the destruction of the baseline equipment in Mabe, the closure of HCFC-based manufacturing capacity and the confirmation of project completion.							
Total	for Mexico	31.4	\$1,348,820	\$101,162	\$1,449,982		

				Annex A	X11			
Project Title	Agency	ODP (tonnes)	Fur Project	ids approved Support	(US\$) Total	C.E. (US\$/kg)		
MONTENEGRO								
PHASE-OUT PLAN								
HCFC phase out plan								
HCFC phase-out management plan (stage I, third tranche)	UNIDO		\$98,500	\$7,388	\$105,888			
Total for M	Iontenegro		\$98,500	\$7,388	\$105,888			
MOROCCO								
FOAM								
Rigid (insulation refrigeration)								
Demonstration of the use of low cost pentane foaming technology for the conversion to non-ODS technologies in polyurethane foams at small- and medium-sized enterprises	UNIDO		\$280,500	\$19,635	\$300,135			
SEVERAL								
Technical assistance/support								
Survey of ODS alternatives at the national level	UNEP		\$110,000	\$14,300	\$124,300			
Total fo	r Morocco		\$390,500	\$33,935	\$424,435			
NAURU								
SEVERAL								
Technical assistance/support								
Survey of ODS alternatives at the national level	UNEP		\$40,000	\$5,200	\$45,200			
Total	for Nauru		\$40,000	\$5,200	\$45,200			
NEPAL								
PHASE-OUT PLAN								
HCFC phase out plan								
HCFC phase-out management plan (stage I, second tranche)	UNDP	0.1	\$33,600	\$3,024	\$36,624			
Approved on the understanding that if Nepal were to decide to proceed with retrofits and associated servicing to flammable and toxic refrigerants in refrigeration and air-conditioning equipment originally designed for non flammable substances, it would do so assuming all associated responsibilities and risks and only in accordance with the relevant standards and protocols.								
HCFC phase-out management plan (stage I, second tranche)	UNEP	0.2	\$50,400	\$6,552	\$56,952			
Approved on the understanding that if Nepal were to decide to proceed with retrofits and associated servicing to flammable and toxic refrigerants in refrigeration and air-conditioning equipment originally designed for non flammable substances, it would do so assuming all associated responsibilities and risks and only in accordance with the relevant standards and protocols.								
Total	l for Nepal	0.3	\$84,000	\$9,576	\$93,576			

Project Title  Agency ODP (tonnes)  NICARAGUA  SEVERAL Ozone unit support  Renewal of institutional strengthening project (phase VIII: UNEP 4/2016-3/2018)	Fun Project \$85,000 \$85,000	nds approved Support  \$0	(US\$) Total \$85,000	C.E. (US\$/kg)
SEVERAL  Ozone unit support  Renewal of institutional strengthening project (phase VIII: UNEP		\$0	\$85,000	
Ozone unit support  Renewal of institutional strengthening project (phase VIII: UNEP		\$0	\$85,000	
Renewal of institutional strengthening project (phase VIII: UNEP		\$0	\$85,000	
• • · · ·		\$0	\$85,000	
	\$85,000		. ,	
Total for Nicaragua			\$85,000	
NIGER				
SEVERAL				
Ozone unit support				
Extension of institutional strengthening project (phase X: UNEP 1/2016-12/2017)	\$85,000	\$0	\$85,000	
Total for Niger	\$85,000		\$85,000	
NIGERIA				
PHASE-OUT PLAN				
HCFC phase out plan				
HCFC phase-out management plan (stage I, fifth tranche) UNIDO 34.1 (refrigeration air-conditioning manufacturing sector)	\$193,908	\$14,543	\$208,451	
Noted that the Agreement had been updated based on the revised baseline. The Government, UNDP and UNIDO were requested to submit the project completion report of stage I of the HPMP to the final meeting of the Executive Committee in 2017; and a verification report of the country's HCFC consumption in 2015, when submitting stage II of the HPMP for consideration of the Executive Committee.				
HCFC phase-out management plan (stage I, fifth tranche) UNDP 56.0 (foam sector and refrigeration servicing)	\$299,974	\$22,498	\$322,472	
Noted that the Agreement had been updated based on the revised baseline. The Government, UNDP and UNIDO were requested to submit the project completion report of stage I of the HPMP to the final meeting of the Executive Committee in 2017; and a verification report of the country's HCFC consumption in 2015, when submitting stage II of the HPMP for consideration of the Executive Committee.				
Total for Nigeria 90.1	\$493,882	\$37,041	\$530,923	
NIUE				
SEVERAL				
Ozone unit support				
Extension of the institutional strengthening project (phase UNEP VI: 12/2015-11/2017)	\$85,000	\$0	\$85,000	
Technical assistance/support				
Survey of ODS alternatives at the national level UNEP	\$40,000	\$5,200	\$45,200	
Total for Niue	\$125,000	\$5,200	\$130,200	

				Annex 2			
Project Title	Agency	ODP (tonnes)	Fur Project	ids approved Support	(US\$) Total	C.E. (US\$/kg)	
OMAN							
PHASE-OUT PLAN							
HCFC phase out plan							
HCFC phase-out management plan (stage II, first trancl	ne) UNEP		\$83,500	\$10,855	\$94,355		
Approved in accordance with the Agreement between the Government and the Executive Committee for the period 201. 2020 to reduce HCFC consumption by 35 per cent of its base and on the understanding that no further funding would be approved for subsequent tranches of stage II until the ban on import of bulk HCFC-141b and HCFC-141b contained in preblended polyols had been issued. Noted the commitment by the Government to ban imports of HCFC-141b in bulk and contain imported pre-blended polyols no later than 1 January 2017 1 January 2018, respectively. The Government, UNIDO, UNI were requested to deduct 5.32 ODP tonnes of HCFCs from the remaining consumption eligible for funding.	line; - he ined and EP						
HCFC phase-out management plan (stage II, first trancl	ne) UNIDO		\$215,000	\$15,050	\$230,050		
Approved in accordance with the Agreement between the Government and the Executive Committee for the period 201. 2020 to reduce HCFC consumption by 35 per cent of its base, and on the understanding that no further funding would be approved for subsequent tranches of stage II until the ban on import of bulk HCFC-141b and HCFC-141b contained in preblended polyols had been issued. Noted the commitment by to Government to ban imports of HCFC-141b in bulk and contain imported pre-blended polyols no later than 1 January 2017 1 January 2018, respectively. The Government, UNIDO, UNI were requested to deduct 5.32 ODP tonnes of HCFCs from the remaining consumption eligible for funding.	line; - he ined and EP						
Г	otal for Oman		\$298,500	\$25,905	\$324,405		
PALAU			ŕ	•	ŕ		
SEVERAL							
Technical assistance/support							
Survey of ODS alternatives at the national level	UNEP		\$40,000	\$5,200	\$45,200		
]	Total for Palau		\$40,000	\$5,200	\$45,200		
PANAMA							
SEVERAL							
Ozone unit support							
Extension of institutional strengthening project (phase \\ 12/2015-11/2017)	VII: UNDP		\$191,360	\$13,395	\$204,755		
Tot	tal for Panama		\$191,360	\$13,395	\$204,755		
PAPUA NEW GUINEA				•			
SEVERAL							
Technical assistance/support							
Survey of ODS alternatives at the national level	Germany		\$40,000	\$5,200	\$45,200		
Total for Papu	ıa New Guinea		\$40,000	\$5,200	\$45,200		

Executive Committee.

Project Title	Agency	ODP (tonnes)	Fur Project	nds approved Support	(US\$) Total	C.E. (US\$/kg)		
PARAGUAY								
SEVERAL								
Technical assistance/support								
Survey of ODS alternatives at the national level	UNDP		\$70,000	\$6,300	\$76,300			
Tota	l for Paraguay		\$70,000	\$6,300	\$76,300	)		
PERU								
PHASE-OUT PLAN								
HCFC phase out plan								
HCFC phase-out management plan (stage I, second transferigeration servicing sector)	nche) UNDP	2.2	\$100,000	\$9,000	\$109,000			
Noted that the Agreement between the Government and the Executive Committee had been updated to reflect the extension stage I of the HPMP until 2016; the submission of a revised profice of action for the implementation of the remaining activities up the first and second tranches; and with concern that the Government was unable to establish the ban on imports of put HCFC-141b by 1 January 2015 in line with decision 68/35(c) was committed to do so by 1 January 2017; the issues encound in the clearance by customs of equipment procured by UNIDE during the implementation of the terminal phase-out management plan, while encouraging the Government and the relevant implementing agencies to facilitate the clearance of that equipment customs and distribution to the training centres, recalling if customs duties were required to release the equipment, such duties would be covered by the beneficiary or the Government line with decision 26/3. Approved on the understanding that infurther funding would be approved for subsequent tranches of stage I or stage II until the Government had reported through UNDP that all the outputs agreed in the revised plan of action the second tranche as reflected in Appendix 8-A of the Agreed had been completed; and assurances had been provided by the Government that imports of pure HCFC-141b would be banned from 1 January 2017.	olan nder  re but stered O ment pment g that h nt, in no f a for ment, e							
Preparation of a HCFC phase-out management plan (sta II)	age UNDP		\$60,000	\$4,200	\$64,200			
Noted that UNDP may submit a request for project preparation investment projects in the foam sector during implementation stage II of the HPMP for consideration and approval by the Executive Committee								

	Annex XII					
Project Title	Agency	ODP (tonnes)	Fur Project	nds approved Support	(US\$) Total	C.E. (US\$/kg)
HCFC phase-out management plan (stage I, second transferring from the seco	che) UNEP	0.5	\$20,000	\$2,600	\$22,600	
Noted that the Agreement between the Government and the Executive Committee had been updated to reflect the extension stage I of the HPMP until 2016; the submission of a revised plot action for the implementation of the remaining activities unthe first and second tranches; and with concern that the Government was unable to establish the ban on imports of pur HCFC-141b by 1 January 2015 in line with decision 68/35© be was committed to do so by 1 January 2017; the issues encount in the clearance by customs of equipment procured by UNIDC during the implementation of the terminal phase-out management plan, while encouraging the Government and the relevant implementing agencies to facilitate the clearance of that equipment from customs and distribution to the training centres, recalling if customs duties were required to release the equipment, such duties would be covered by the beneficiary or the Government line with decision 26/3. Approved on the understanding that no further funding would be approved for subsequent tranches of stage I or stage II until the Government had reported through UNDP that all the outputs agreed in the revised plan of action the second tranche as reflected in Appendix 8-A of the Agreenthad been completed; and assurances had been provided by the Government that imports of pure HCFC-141b would be banne from 1 January 2017.	an der der e e ut eered ) eent ment t that t, in o for ment,					
SEVERAL						
Fechnical assistance/support						
Survey of ODS alternatives at the national level	UNDP		\$110,000	\$9,900	\$119,900	
	Total for Peru	2.7	\$290,000	\$25,700	\$315,700	
PHILIPPINES						
SEVERAL						
Fechnical assistance/support						
Survey of ODS alternatives at the national level	IBRD		\$130,000	\$11,700	\$141,700	
Total f	or Philippines		\$130,000	\$11,700	\$141,700	
RWANDA						
PHASE-OUT PLAN						
HCFC phase out plan						
Verification report on the implementation of the HCFC phase-out management plan	UNEP		\$30,000	\$3,900	\$33,900	
Approved on the understanding that the verification report shobe submitted at least 60 days prior to the applicable Executive Committee meeting where the next funding tranche for its HP is being sought.						
SEVERAL						
Ozone unit support						
Extension of the institutional strengthening project (phast VI: 12/2015-11/2017)	se UNEP		\$85,000	\$0	\$85,000	
Tota	al for Rwanda		\$115,000	\$3,900	\$118,900	

Project Title	Agency	ODP	Fun	ds approved	(US\$)	C.E.
		(tonnes)	Project	Support	Total	(US\$/kg)
SAINT LUCIA						
SEVERAL						
Technical assistance/support						
Survey of ODS alternatives at the national level	UNEP		\$40,000	\$5,200	\$45,200	
Total for Saint Lucia			\$40,000	\$5,200	\$45,200	
SAINT VINCENT AND THE GRENADIN	IES					
PHASE-OUT PLAN						
HCFC phase out plan						
HCFC phase-out management plan (second tranche)	UNEP		\$140,000	\$18,200	\$158,200	
Approved on the understanding that if Saint Vincent and the Grenadines were to decide to proceed with retrofits and asso servicing to flammable and toxic refrigerants in refrigeration air-conditioning equipment originally designed for non flam substances, it would do so assuming all associated responsib and risks and only in accordance with the relevant standards protocols.	ociated n and mable vilities					
<b>Total for Saint Vincent and</b>	the Grenadines		\$140,000	\$18,200	\$158,200	
SAMOA						
SEVERAL						
Technical assistance/support						
Survey of ODS alternatives at the national level	UNEP		\$40,000	\$5,200	\$45,200	
7	Fotal for Samoa		\$40,000	\$5,200	\$45,200	

Project Title	Agency	ODP (tonnes)	Fur Project	nds approved Support	(US\$)	C.E. (US\$/kg)
SAUDI ARABIA						
PHASE-OUT PLAN						
HCFC phase out plan						
HCFC phase-out management plan (stage I, third tranche) (refrigeration servicing and monitoring)	UNIDO		\$100,000	\$7,000	\$107,000	
Noted with concern the delay of more than one year in the customs clearance of equipment for Saptex, HESCO and SPF, the associated demurrage fees, and the corresponding delay in implementation of the conversion of those enterprises, despite decisions 22/5(b) and 26/3(a); and the new arrangement established by UNIDO in consultation with the Government whereby enterprises would pay the import duty on guarantee and would claim it back from the customs after the release of the equipment and completion of the required paperwork thereby ensuring that the customs clearance process would be smooth and potential for any demurrage cost would be minimized. Decided not to approve any further funding for activities under subsequent tranches of stage I of the HPMP until assurances had been provided by the Government or by UNEP and UNIDO that the problems with customs clearance had been resolved, and that, in cases where customs duties were required to release shipments purchased with Multilateral Fund funding, such duties would be covered from other sources outside the Multilateral Fund. Urged the finalization of the agreement between the Presidency for Meteorology and Environment and UNEP so that the activities addressing HCFC consumption in the servicing sector could commence; and approved on the understanding that the approved funds would not be transferred to UNIDO until the agreement between the Presidency for Meteorology and Environment and UNEP had been finalized and signed.						
HCFC phase-out management plan (stage I, third tranche) (polyurethane foam sector plan)	UNIDO	33.7	\$1,100,000	\$77,000	\$1,177,000	
Noted with concern the delay of more than one year in the customs clearance of equipment for Saptex, HESCO and SPF, the associated demurrage fees, and the corresponding delay in implementation of the conversion of those enterprises, despite decisions 22/5(b) and 26/3(a); and the new arrangement established by UNIDO in consultation with the Government whereby enterprises would pay the import duty on guarantee and would claim it back from the customs after the release of the equipment and completion of the required paperwork thereby ensuring that the customs clearance process would be smooth and potential for any demurrage cost would be minimized. Decided not to approve any further funding for activities under subsequent tranches of stage I of the HPMP until assurances had been provided by the Government or by UNEP and UNIDO that the problems with customs clearance had been resolved, and that, in cases where customs duties were required to release shipments purchased with Multilateral Fund funding, such duties would be covered from other sources outside the Multilateral Fund. Urged the finalization of the agreement between the Presidency for Meteorology and Environment and UNEP so that the activities addressing HCFC consumption in the servicing sector could commence; and approved on the understanding that the approved funds would not be transferred to UNIDO until the agreement between the Presidency for Meteorology and Environment and UNEP had been finalized and signed.						

				Annex 2	XII	
Project Title	Agency	ODP (tonnes)	Fur Project	nds approved Support	(US\$) Total	C.E. (US\$/kg)
SEVERAL						
Technical assistance/support						
Survey of ODS alternatives at the national level	UNEP		\$190,000	\$24,700	\$214,700	
Total for Sa	udi Arabia	33.7	\$1,390,000	\$108,700	\$1,498,700	
SENEGAL						
SEVERAL						
Ozone unit support						
Extension of institutional strengthening project (phase XI: $1/2016$ - $12/2017$ )	UNEP		\$194,689	\$0	\$194,689	
Technical assistance/support						
Survey of ODS alternatives at the national level	UNEP		\$110,000	\$14,300	\$124,300	
Total:	for Senegal		\$304,689	\$14,300	\$318,989	
SEYCHELLES						
PHASE-OUT PLAN						
HCFC phase out plan						
HCFC phase-out management plan (third tranche)	Germany	0.6	\$180,000	\$22,800	\$202,800	
Approved on the understanding that verification report on HCFC consumption for 2013 and 2014 would be submitted to the 76th meeting; and if Seychelles were to decide to proceed with retrofit and associated servicing to flammable and toxic refrigerants in refrigeration and air-conditioning equipment originally designed for non flammable substances, it would do so assuming all associated responsibilities and risks and only in accordance with the relevant standards and protocols.	S					
Verification report for stage I of HCFC phase-out management plan	Germany		\$30,000	\$3,900	\$33,900	
SEVERAL						
Ozone unit support						
Extension of institutional strengthening project (phase VII: 11/2015-10/2017)	UNEP		\$85,000	\$0	\$85,000	
Total for	Seychelles	0.6	\$295,000	\$26,700	\$321,700	
SIERRA LEONE						
SEVERAL						
Ozone unit support						
Extension of institutional strengthening project (phase VI: 12/2015-11/2017)	UNEP		\$109,824	\$0	\$109,824	
Total for Si	erra Leone		\$109,824		\$109,824	
SOLOMON ISLANDS					•	
SEVERAL						
Technical assistance/support						
Survey of ODS alternatives at the national level	UNEP		\$40,000	\$5,200	\$45,200	

Allika All						
Project Title	Agency	ODP (tonnes)	Fur Project	nds approved Support	(US\$) Total	C.E. (US\$/kg)
Total for Solom	on Islands		\$40,000	\$5,200	\$45,200	
SUDAN						
PHASE-OUT PLAN						
HCFC phase out plan						
HCFC phase-out management plan (stage II, first tranche) (foam sector)	UNIDO	27.1	\$2,383,572	\$166,850	\$2,550,422	9.97
Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2015 to 2020 to reduce HCFC consumption by 75 per cent of its baseline; and on the understanding that if Sudan were to decide to proceed with retrofits and associated servicing to flammable and toxic refrigerants in refrigeration and air conditioning equipment originally designed for non-flammable substances, it would do so assuming all associated responsibilities and risks and only in accordance with the relevant standards and protocols. Noted the commitment by the Government to ban imports of HCFC-141b by 1 January 2020 once conversion projects in the foam sector had been completed. The Government and UNIDO were requested to deduct 31.34 ODP tonnes of HCFCs from the remaining consumption eligible for funding.	,					
SEVERAL						
Ozone unit support						
Extension of institutional strengthening (phase VIII: 12/2015-11/2017)	UNEP		\$186,701	\$0	\$186,701	
Technical assistance/support						
Survey of ODS alternatives at the national level	UNIDO		\$110,000	\$9,900	\$119,900	
Total	for Sudan	27.1	\$2,680,273	\$176,750	\$2,857,023	
SURINAME						
PHASE-OUT PLAN						
HCFC phase out plan						
Verification report on the implementation of the HCFC phase-out management plan	UNEP		\$30,000	\$3,900	\$33,900	
Approved on the understanding that the verification report should be submitted at least 60 days prior to the applicable Executive Committee meeting where the next funding tranche for its HPMP is being sought.						
SEVERAL						
Technical assistance/support						
Survey of ODS alternatives at the national level	UNEP		\$40,000	\$5,200	\$45,200	
Total for	Suriname		\$70,000	\$9,100	\$79,100	
TONGA						
SEVERAL						
Technical assistance/support						
Survey of ODS alternatives at the national level	UNEP		\$40,000	\$5,200	\$45,200	

Agency	ODP (tonnes)	Fui Project	nds approved Support		.E. \$/kg)
for Tonga		\$40,000	\$5,200	\$45,200	
UNDP		\$471.833	\$35,387	\$507.220	
		, ,		,, <u></u> .	
nd Tobago		\$471,833	\$35,387	\$507,220	
UNIDO	113.3	\$529,450	\$37,061	\$566,511	
UNIDO	30.7	\$1,970,550	\$137,939	\$2,108,489	
or Turkey	144.0	\$2,500,000	\$175,000	\$2,675,000	
UNEP		\$40,000	\$5,200	\$45,200	
for Tuvalu		\$40,000	\$5,200	\$45,200	
	UNDP  UNIDO  UNIDO	(tonnes)  Ifor Tonga  UNDP  Ind Tobago  UNIDO 113.3  UNIDO 30.7  Ifor Turkey 144.0  UNEP	tor Tonga \$40,000  UNDP \$471,833  UNIDO 113.3 \$529,450  UNIDO 30.7 \$1,970,550  Turkey 144.0 \$2,500,000  UNEP \$40,000	(tonnes)   Project   Support	(tonnes)   Project   Support   Total (US)

URUGUAY PHASE-OUT PLAN HCFC phase out plan HCFC phase out management plan (stage I, fifth tranche) UNDP 1.9 \$45,004 \$3.375 \$48,379  Noted that in line with decision 6547(d), the project to phase out HCFC phase out management plan (stage I, fifth tranche) UNDP 1.9 \$45,004 \$3.375 \$48,379  Note that in line with decision 6547(d), the project to phase out HCFC 2: in the origination aspect of the stage I of the HPMF. The completion report of stage I of the HPMF to the final meeting of the coverable of the stage I of the HPMF to the final meeting of the stage I of the HPMF to consideration of the Executive Committee.  SEVERAL  Ozone unit support  Extension of institutional strengthening project (phase XI: UNDP 12016-12-2017)  Total for Uruguay 1.9 \$238,028 \$16,887 \$254,915  VANUATU  SEVERAL  Total for Vanuatu SEVERAL  Total for Vanuatu SEVERAL  Total for Vanuatu SEVERAL  Total for Vanuatu SEVERAL  PHASE-OUT PLAN  HCFC phase out management plan (stage I, fourth tranche) UNIDO 19.0 \$189,000 \$14,175 \$203,175  Noted the approach between the Government and the Executive Committee had been updated to reflect the changes in funding distantion resoluting from the transfer of activities from the DEFF to UNIDP on Active three the UNEFF to UNIDP on the Stage I of the HPMF to Concideration and the UNEFF to UNIDP on the Stage I of the HPMF to Concideration and the Substances available from the first three tranches to the 75th meeting. Approved the ranches of USEI, 1754, plus agency support costs of USES, 181 transfer of USEI, 1754, plus agency support costs of USES, 181 transfer and the substances available from the first three transhes to the 15th meeting of the transfer of USEI, 1754, plus agency support costs of USES, 181 transfer of USEI, 1754, plus agency support costs of USES, 181 transfer of USEI, 1754, plus agency support costs of USEI, 1754 plus agency support costs of USEI, 1754 plus agency support of the USEI to the USEI to USEI, 1754 plus agency support costs of USEI, 1754 plus agency support costs of USEI, 1754 plus					Allica All		
PHASE-OUT PLAN  HCFC phase-out management plan (stage I, fifth tranche)  Noted that in line with decision 6547(d), the project to phase out HCFC 21 in the retrigeration manufacturing assembly of cold rooms will be submited as part of the sage II of the HPMT. The Government and UNIP were requised to submit the project completion report of sage I of the HPMT to the final meeting of the Executive Committee in 2017, and a verification report of the country's HFCC consumption in 2017 and a verification report of the country of the Consumption in 2017 and a verification report of the country's HFCC consumption in 2017 and a verification report of the country's HFCC consumption in 2017 and a verification report of the country's HFCC consumption in 2017 and a verification report of the country's HFCC consumption in 2017 and a verification report of the country's HFCC consumption in 2017 and a verification report of the country's HFCC consumption of the Focusive Committee.  SEVERAL  Total for Uruguay 1.9 \$193.024 \$13.512 \$206,536 \$12.000 \$12.000 \$1.000	Project Title	Agency					C.E. (US\$/kg)
HCFC phase-out management plan (stage I, fifth tranche) UNDP 1.9 \$45,004 \$3,375 \$48,379 Note that in his with decision 6547(d), the project to phase out HCFC-2 in the refrigeration manufacturing assembly of cold remains with decision manufacturing assembly of cold remains with the submitted as part of the stage I of the HFMP The Government and (NOP were requested in submit the project completion report of stage I of the HFMP to the final needing of the Executive Committee in 2017; and a verification report of the county's HFCC consumption in 2018, when submitting stage II of the HFMP for consideration of the Executive Committee.  SEVERAL  Ozone unit support  Extension of institutional strengthening project (phase XI: UNDP \$193,024 \$13,512 \$206,536 1/2016-12/2017)  Total for Uruguay 1.9 \$238,028 \$16,887 \$254,915   VANUATU  SEVERAL  Technical assistance/support  Survey of ODS alternatives at the national level UNEP \$40,000 \$5,200 \$45,200   VENEZUELA  PHASE-OUT PLAN  HUCF phase-out management plan (stage I, fourth tranche) UNIDO 19.0 \$189,000 \$14,175 \$203,175   Noted the Agreement between the Government and the Executive Committee about put of the united the transfer of activities from UNFP to UNIDO 19.1 \$189,000 \$14,175 \$203,175   Noted the Agreement between the Government and the Executive Committee have been updated to eight the balances available from the first three tranches to the Tith meeting. Approved the transfer of Activities from UNFP to UNDO associated with the balances variable from the first three tranches approved for UNFF, for the meeting Approved the transfer of activities or found the balances variable from the first three tranches approved for UNFF, for the meeting Approved the transfer of Activities or found the balances variable from the first three tranches approved for UNFF, for the meeting Approved the transfer of Activities or found the balances variable from the first three tranches approved for the meeting Approved the control of Stage 10 of the HFMP for conditioning approved to the Cons	URUGUAY						
HCFC phase-out management plan (stage I, fifth tranche) UNDP 1.9 \$45,004 \$3,375 \$48,379 Noted that in time with decision 6547(0), the project to phase out HCFC-22 in the refrigeration manufacturing assembly of cold rooms will be submitted as part of the stage II of the HPMP. The Government and UNDP were requested to submit the project completion report of stage I of the HPMP to the final meeting of the Executive Committee in 2017, and a verification report of the country's HCFC consumption in 2015, when submitting stage II of the HPMP for consideration of the Executive Committee.  SEVERAL  Ozone until support  Extension of institutional strengthening project (phase XI: UNDP \$193,024 \$13,512 \$206,536 \$12016-122017)  Total for Uruguay 1.9 \$238,028 \$16,887 \$254,915 \$2016-122017  Total for Uruguay 1.9 \$238,028 \$16,887 \$254,915 \$2016-122017  Total for Vanuatu \$40,000 \$5,200 \$45,	PHASE-OUT PLAN						
Noted that in the with decision 6547(d), the project to phase out HEFC= 2 to the ordingenation manufacturing assembly PTD: Greenment and the Ordinate and Committee and Committee and Committee in 1017, and a verification report of the executive Committee in 2017, and a verification report of the executive Committee in 2017, and a verification report of the executive Committee in 2017, and a verification report of the executive Committee in 2017, and a verification report of the executive Committee in 2017, and a verification report of the executive Committee in 2017, and a verification report of the Executive Committee in 2017, and a verification report of the executive Committee in 2017, and a verification report of the Executive Committee in 2017, and a verification report of the Executive Committee in 2017, and a verification of the Executive Committee in 2017, and a verification report of the committee in 2018, and a verification report of the executive Committee in 2018, and a verification report of the extractive to the transfer of activities from ONEP to UNIDO and the Agreement between the Government and the Executive Committee has been uplaced to reliable to the changes in fluiding distribution resulting from the transfer of activities from ONEP to UNIDO and the analysis of the support costs of USS11,734 plus agency support costs of USS11,735 plus agency support costs of USS11,735 plus agency support costs of USS11,734 plus agency support costs of USS11,735 plus agency support costs of USS11,735 plus agency support costs of USS11,735 plus agency support costs of USS1,328 by UNIPP associated with the balances available from the first three transfers and the transfer of activities from the first three transfers and the transfer of activities from the first three transfers and the transfer of activities the committee in 2017 and a verification of the project complete in 2017 and a verification of the project complete in 2017 and a verification of the Executive Committee in 2017 and a verification of the Exe	HCFC phase out plan						
HCFC-22 in the erfrigentation manufacturing assembly of cold rooms will be submitted as part of the stage II of the HTMP. The Government and UNDP were requested to submit the project completion apport of stage I of the HTMP to the final meeting of the Executive Committee in 2017; and a verification report of the country's HCFC consumption in 2018, when submitting stage II of the HTMP for consideration of the Executive Committee.  SEVERAL  Ozone unit support  Extension of institutional strengthening project (phase XI: UNDP \$193,024 \$13,512 \$206,536 II/2016-12/2017)  Total for Uruguay 1.9 \$238,028 \$16,887 \$254,915  VANUATU  SEVERAL  Technical assistance/support  Survey of ODS alternatives at the national level UNEP \$40,000 \$5,200 \$45,200  VENEZUELA  PHASE-OUT PLAN  HCFC phase out plan  HCFC phase-out management plan (stage I, fourth tranche) UNIDO \$19.0 \$189,000 \$14,175 \$203,175  Nated the Agreement between the Government and the Executive Committee had been updated to reflect the changes in familing distribution resulting from the transfer of activities from UNEP to UNIDO, and the return of USS 11,754 plus agency support costs of USS 45,206 \$15,206	HCFC phase-out management plan (stage I, fifth tranche)	UNDP	1.9	\$45,004	\$3,375	\$48,379	
Extension of institutional strengthening project (phase XI: UNDP \$193,024 \$13,512 \$206,536 1/2016-12/2017)  Total for Uruguay 1.9 \$238,028 \$16,887 \$254,915  VANUATU  SEVERAL  Technical assistance/support  Survey of ODS alternatives at the national level UNEP \$40,000 \$5,200 \$45,200  VENEZUELA  PHASE-OUT PLAN  HCFC phase out plan  HCFC phase out plan  HCFC phase-out management plan (stage I, fourth tranche) UNIDO \$19.0 \$189,000 \$14,175 \$203,175  Noted the Agreement between the Government and the Executive Committee had been updated to reflect the changes in funding distribution resulting from the transfer of activities from UNEP to UNIDO and the return of US\$111,734 plus agency support costs of US\$14,528 by UNEP associated with the balances available from the first three tranches to the F5th meeting. Approved the transfer of US\$11,734 plus agency support costs of US\$1,838 from UNEP to UNIDO activities contained in the revised 2015-2016 tranche implementation plan; and on the understanding that if Venezuela (Boltwairan Republic) of were to decide to proceed with referent and manable and toxic refrigeration and air-conditioning equipment or anginally designed for non flammable substances, it would do so assuming all associated servicing to flammable and toxic refrigeration and air-conditioning equipment or anginally designed for non flammable substances, it would do so assuming all associated servicing to flammable and toxic refrigeration and air-conditioning equipment or anginally designed for non flammable substances, it would do so assuming all associated servicing to flammable und toxic refrigeration and air-conditioning equipment or anginally designed for non flammable substances, it would do so assuming all associated servicing to flammable und toxic recriferents in refrigeration and air-conditioning equipment or anginally designed for non flammable substances, it would do so assuming all associated servicing to flammable and toxic recriference in 2017 and a verification report of the country's HCFC consumpti	Noted that in line with decision 65/47(d), the project to phase out HCFC-22 in the refrigeration manufacturing assembly of cold rooms will be submitted as part of the stage II of the HPMP. The Government and UNDP were requested to submit the project completion report of stage I of the HPMP to the final meeting of the Executive Committee in 2017; and a verification report of the country's HCFC consumption in 2015, when submitting stage II of the HPMP for consideration of the Executive Committee.	f					
Extension of institutional strengthening project (phase XI: UNDP 193,024 \$13,512 \$206,536 I/2016-12/2017)  Total for Uruguay 1.9 \$238,028 \$16,887 \$254,915 VANUATU  SEVERAL  Technical assistance/support  Survey of ODS alternatives at the national level UNEP \$40,000 \$5,200 \$45,200 VENEZUELA  PHASE-OUT PLAN  HCFC phase out plan  HCFC phase out plan  HCFC phase out management plan (stage I, fourth tranche) UNIDO 19.0 \$189,000 \$14,175 \$203,175 Noted the Agreement between the Government and the Executive Committee had been updated to reflect the changes in funding distribution resulting from the transfer of activities from UNEP to UNIDO; and the return of US\$111,754 plus agency support costs of US\$14,528 by IONEP associated with the balances available from the first three tranches approved the transfer of US\$111,754, plus agency support costs of US\$83,831 from UNEP to UNIDO and activities contained in the revised 2015-2016 tranche implementation plan; and on the understanding that if Venezuela (Blotwaram Republic of) were to decide to proceed with returnifs and associated servicing to flammable and toxic refirgerants in refrigeration and air-conditioning equipment originally designed for non flammable substances, it would do so assuming all associated responsibilities and risks and only in accordance with the related to the HPMP to the final meeting of the Executive Committee in 2017 and a verification report of the country's HCPC consumption in 2015, when submitting stage II of the HPMP to the final meeting of the Executive Committee.	SEVERAL						
Total for Uruguay 1.9 \$238,028 \$16,887 \$254,915  VANUATU  SEVERAL  Technical assistance/support  Survey of ODS alternatives at the national level UNEP \$40,000 \$5,200 \$45,200  Total for Vanuatu \$40,000 \$5,200 \$45,200  VENEZUELA  PHASE-OUT PLAN  HCFC phase out plan  HCFC phase out plan  HCFC phase out management plan (stage I, fourth tranche) UNIDO 19.0 \$189,000 \$14,175 \$203,175  Noted the Agreement between the Government and the Executive Committee had been updated to reflect the changes in funding distribution resulting from the transfer of activities from UNIP to UNIDO, and the return of US\$111,754 plus agency support costs of US\$8,381 from UNEP to UNIDO associated with the balances available from the first three tranches to the 75th meeting. Approved the transfer of transfer of US\$11,254 plus agency support costs of US\$8,381 from UNEP to UNIDO associated with the balances available from the first three tranches so the 75th meeting. Approved the transfer of intervent of the Transfer of US\$1,354 plus agency support costs of US\$8,381 from UNEP to UNIDO associated with the halances available from the first three tranches so the 75th meeting. Approved the transfer of intervent and an accordance with the relevant and and on twice refrigeration and air-conditioning equipment originally designed for non flammable substances, it would do so assuming all associated responsibilities and risks and only in accordance with the relevant standards and protocols. The Government and UNIDO were requested to submit the project completion report of stage 1 of the HPMP to the final meeting of the country's HCFC consumption in 2015. When submitting stage II of the HPMP to Consumption in 2015 and a verification report of the country's HCFC consumption in 2015 and a verification report of the country's HCFC consumption in 2015. When submitting stage II of the HPMP to consideration of the Executive Committee.	Ozone unit support						
VANUATU  SEVERAL  Technical assistance/support  Survey of ODS alternatives at the national level UNEP \$40,000 \$5,200 \$45,200  Total for Vanuatu \$40,000 \$5,200 \$45,200  VENEZUELA  PHASE-OUT PLAN  HCFC phase-out management plan (stage I, fourth tranche) UNIDO 19,0 \$189,000 \$14,175 \$203,175  Noted the Agreement between the Government and the Executive Committee had been updated to reflect the changes in funding distribution resulting from the transfer of activities from UNFD to UNIDO, and the return of US\$111,754, plus agency support costs of US\$1,28 by UNFP associated with the balances available from the first three tranches to the 75th meeting. Approved the transfer of US\$11,754, plus agency support costs of US\$8.83 I from UNFP to UNIDO associated with the balances available from the first three tranches to the 75th meeting. Approved the transfer of US\$11,754, plus agency support costs of US\$8.83 I from UNFP to UNIDO associated with the balances available from the first three tranches to the retraction of activities contained in the revised 2015-2016 tranche implementation of activities contained in the revised 2015-2016 tranche implementation plan; and on the understanding that if Venezuela (Bolivarian Republic of) were to decide to proceed with retrofits and associated esvoisibilities and risks and only in accordance with the relevant standards and protocols. The Government and UNIDO were requested to submit the project completion report of stage to the HPMP to the final meeting of the Executive Committee.	Extension of institutional strengthening project (phase XI: 1/2016-12/2017)	UNDP		\$193,024	\$13,512	\$206,536	
SEVERAL Technical assistance/support Survey of ODS alternatives at the national level UNEP \$40,000 \$5,200 \$45,200  Total for Vanuatu \$40,000 \$5,200 \$45,200  VENEZUELA PHASE-OUT PLAN HCFC phase-out management plan (stage I, fourth tranche) UNIDO 19.0 \$189,000 \$14,175 \$203,175  Noted the Agreement between the Government and the Executive Committee had been updated to reflect the changes in funding distribution resulting from the transfer of activities from UNFP to UNIDO; and the return of US\$111,754, plus agency support costs of US\$1,528 by UNEP associated with the balances available from the first three tranches to the 75th meeting. Approved the transfer of UNIDO associated with the balances available from the first three tranches approved for UNEP, for the implementation of activities contained in the revised 2015-2016 transche implementation plan; and on the understanding that if Venezuela (Bolivarian Republic of) were to decide to proceed with retrofits and associated servicing to flammable and toxic refrigerants in refrigeration and air-conditioning equipment originally designed for non flammable substances, it would do so assuming all associated servicing to flammable and toxic refrigerants in refrigeration and insconditioning equipment originally designed for non flammable substances, it would do so assuming all associated servicing to flammable and toxic refrigerants in refrigeration in disks and only in accordance with the relevant standards and protocols. The Government and UNIDO were requested to submit the project completion report of stage I of the HPMP to the final meeting of the executive Committee.	Total fo	r Uruguay	1.9	\$238,028	\$16,887	\$254,915	
Technical assistance/support  Survey of ODS alternatives at the national level UNEP \$40,000 \$5,200 \$45,200  VENEZUELA  PHASE-OUT PLAN  HCFC phase out plan  HCFC phase-out management plan (stage I, fourth tranche) UNIDO \$19.0 \$189,000 \$14,175 \$203,175  Noted the Agreement between the Government and the Executive Committee had been updated to reflect the changes in funding distribution resulting from the transfer of activities from UNEP to UNIDO, and the return of US\$111,754 plus agency support costs of US\$11,754 plus agency support costs of US\$11,754, plus agency support costs of US\$11,754 plus agency support costs of US\$11,754 plus agency support costs of the transfer of US\$11,754 plus agency support costs of US\$1,54,754 plu	VANUATU						
Total for Vanuatu  **Total for Vanuatu**  **T	SEVERAL						
VENEZUELA  PHASE-OUT PLAN  HCFC phase out plan  HCFC phase out management plan (stage I, fourth tranche) UNIDO 19.0 \$189,000 \$14,175 \$203,175  Noted the Agreement between the Government and the Executive Committee had been updated to reflect the changes in funding distribution resulting from the transfer of activities from UNEP to UNIDO; and the return of US\$111,754, plus agency support costs of US\$14,528 by UNEP associated with the balances available from the first three tranches to the 75th meeting. Approved the transfer of US\$111,754, plus agency support costs of US\$8,381 from UNEP to UNIDO associated with the balances available from the first three tranches approved for UNEP, for the implementation of activities contained in the revised 2015-2016 tranche implementation plan; and on the understanding that if Venezuela (Bolivarian Republic of) were to decide to proceed with retrofits and associated servicing to flammable and toxic refrigerants in refrigeration and air-conditioning equipment originally designed for non flammable busbances, it would do so assuming all associated responsibilities and risks and only in accordance with the relevant standards and protocols. The Government and UNIDO were requested to submit the project completion report of stage I of the HPMP to the final meeting of the Executive Committee in 2017 and a verification report of the country's HCFC consumption in 2015, when submitting stage II of the HPMP for consideration of the Executive Committee.	Technical assistance/support						
PHASE-OUT PLAN  HCFC phase out plan  HCFC phase out management plan (stage I, fourth tranche) UNIDO 19.0 \$189,000 \$14,175 \$203,175  Noted the Agreement between the Government and the Executive Committee had been updated to reflect the changes in funding distribution resulting from the transfer of activities from UNEP to UNIDO; and the return of US\$111,754 plus agency support costs of US\$14,554 by UNEP associated with the balances available from the first three tranches to the 75th meeting. Approved the transfer of US\$111,754, plus agency support costs of US\$8,381 from UNEP to UNIDO associated with the balances available from the first three tranches approved for UNEP, for the implementation of activities contained in the revised 2015-2016 tranche implementation of activities contained in the revised 2015-2016 tranche implementation plan; and on the understanding that if Venezuela (Bolivarian Republic of) were to decide to proceed with retrofits and associated servicing to flammable and toxic refrigerants in refrigeration and air-conditioning equipment originally designed for non flammable substances, it would do so assuming all associated responsibilities and risks and only in accordance with the relevant standards and protocols. The Government and UNDO were requested to submit the project completion report of stage I of the HPMP to the final meeting of the Executive Committee in 2017 and a verification report of the country's HCFC consumption in 2015, when submitting stage II of the HPMP for consideration of the Executive Committee.	Survey of ODS alternatives at the national level	UNEP		\$40,000	\$5,200	\$45,200	
HCFC phase out plan  HCFC phase-out management plan (stage I, fourth tranche) UNIDO 19.0 \$189,000 \$14,175 \$203,175  Noted the Agreement between the Government and the Executive Committee had been updated to reflect the changes in funding distribution resulting from the transfer of activities from UNEP to UNIDO; and the return of US\$111,754 plus agency support costs of US\$14,528 by UNEP associated with the balances available from the first three tranches to the 75th meeting. Approved the transfer of US\$117,754, plus agency support costs of US\$8,381 from UNEP to UNIDO associated with the balances available from the first three tranches approved for UNEP, for the implementation of activities contained in the revised 2015-2016 tranche implementation plan; and on the understanding that if Venezuela (Bolivarian Republic of) were to decide to proceed with retrofits and associated servicing to flammable and toxic refrigerants in refrigeration and air-conditioning equipment originally designed for non flammable substances, it would do so assuming all associated responsibilities and risks and only in accordance with the relevant standards and protocolos. The Government and UNIDO were requested to submit the project completion report of stage I of the HPMP to the final meeting of the Executive Committee in 2017 and a verification report of the country's HCPC consumption in 2015, when submitting stage II of the HPMP for consideration of the Executive Committee.	Total fo	r Vanuatu		\$40,000	\$5,200	\$45,200	
HCFC phase out plan  HCFC phase-out management plan (stage I, fourth tranche) UNIDO 19.0 \$189,000 \$14,175 \$203,175  Noted the Agreement between the Government and the Executive Committee had been updated to reflect the changes in funding distribution resulting from the transfer of activities from UNEP to UNIDO; and the return of US\$111,754 plus agency support costs of US\$14,528 by UNEP associated with the balances available from the first three tranches to the 75th meeting. Approved the transfer of US\$111,754, plus agency support costs of US\$8,381 from UNEP to UNIDO associated with the balances available from the first three tranches approved for UNEP, for the implementation of activities contained in the revised 2015-2016 tranche implementation plan; and on the understanding that if Venezuela (Bolivarian Republic of) were to decide to proceed with retrofits and associated servicing to flammable and toxic refrigerants in refrigeration and air-conditioning equipment originally designed for non flammable substances, it would do so assuming all associated responsibilities and risks and only in accordance with the relevant standards and protocols. The Government and UNIDO were requested to submit the project completion report of stage I of the HPMP to the final meeting of the Executive Committee in 2017 and a verification report of the country's HCFC consumption in 2015, when submitting stage II of the HPMP for consideration of the Executive Committee.	VENEZUELA						
HCFC phase-out management plan (stage I, fourth tranche) UNIDO 19.0 \$189,000 \$14,175 \$203,175  Noted the Agreement between the Government and the Executive Committee had been updated to reflect the changes in funding distribution resulting from the transfer of activities from UNEP to UNIDO; and the return of US\$111,754 plus agency support costs of US\$14,528 by UNEP associated with the balances available from the first three tranches to the 75th meeting. Approved the transfer of US\$111,754, plus agency support costs of US\$8,381 from UNEP to UNIDO associated with the balances available from the first three tranches approved for UNEP, for the implementation of activities contained in the revised 2015-2016 tranche implementation plan; and on the understanding that if Venezuela (Bolivarian Republic of) were to decide to proceed with retrofits and associated servicing to flammable and toxic refrigerants in refrigeration and air-conditioning equipment originally designed for non flammable substances, it would do so assuming all associated responsibilities and risks and only in accordance with the relevant standards and protocols. The Government and UNIDO were requested to submit the project completion report of stage I of the HPMP to the final meeting of the Executive Committee in 2017 and a verification report of the Executive Consumption in 2015, when submitting stage II of the HPMP for consideration of the Executive Committee.	PHASE-OUT PLAN						
Noted the Agreement between the Government and the Executive Committee had been updated to reflect the changes in funding distribution resulting from the transfer of activities from UNEP to UNIDO; and the return of US\$111,754 plus agency support costs of US\$14,528 by UNEP associated with the balances available from the first three tranches to the 75th meeting. Approved the transfer of US\$111,754, plus agency support costs of US\$8,381 from UNEP to UNIDO associated with the balances available from the first three tranches approved for UNEP, for the implementation of activities contained in the revised 2015-2016 tranche implementation plan; and on the understanding that if Venezuela (Bolivarian Republic of) were to decide to proceed with retrofits and associated servicing to flammable and toxic refrigerants in refrigeration and air-conditioning equipment originally designed for non flammable substances, it would do so assuming all associated responsibilities and risks and only in accordance with the relevant standards and protocols. The Government and UNIDO were requested to submit the project completion report of stage I of the HPMP to the final meeting of the Executive Committee in 2017 and a verification report of the executive Committee in 2017 and a verification report of the executive Consumption in 2015, when submitting stage II of the HPMP for consideration of the Executive Committee.	HCFC phase out plan						
Committee had been updated to reflect the changes in funding distribution resulting from the transfer of activities from UNEP to UNIDO; and the return of US\$111,754 plus agency support costs of US\$14,528 by UNEP associated with the balances available from the first three transhes to the 75th meeting. Approved the transfer of US\$111,754, plus agency support costs of US\$8,381 from UNEP to UNIDO associated with the balances available from the first three transhes approved for UNEP, for the implementation of activities contained in the revised 2015-2016 transhe implementation plan; and on the understanding that if Venezuela (Bolivarian Republic of) were to decide to proceed with retrofits and associated servicing to flammable and toxic refrigerants in refrigeration and air-conditioning equipment originally designed for non flammable substances, it would do so assuming all associated responsibilities and risks and only in accordance with the relevant standards and protocols. The Government and UNIDO were requested to submit the project completion report of stage I of the HPMP to the final meeting of the Executive Committee in 2017 and a verification report of the country's HCFC consumption in 2015, when submitting stage II of the HPMP for consideration of the Executive Committee.	HCFC phase-out management plan (stage I, fourth tranche)	UNIDO	19.0	\$189,000	\$14,175	\$203,175	
Total for Venezuela 19.0 \$189.000 \$14.175 \$203.175	Committee had been updated to reflect the changes in funding distribution resulting from the transfer of activities from UNEP to UNIDO; and the return of US\$111,754 plus agency support costs of US\$14,528 by UNEP associated with the balances available from the first three tranches to the 75th meeting. Approved the transfer of US\$111,754, plus agency support costs of US\$8,381 from UNEP to UNIDO associated with the balances available from the first three tranches approved for UNEP, for the implementation of activities contained in the revised 2015-2016 tranche implementation plan; and on the understanding that if Venezuela (Bolivarian Republic of) were to decide to proceed with retrofits and associated servicing to flammable and toxic refrigerants in refrigeration and air-conditioning equipment originally designed for non flammable substances, it would do so assuming all associated responsibilities and risks and only in accordance with the relevant standards and protocols. The Government and UNIDO were requested to submit the project completion report of stage I of the HPMP to the final meeting of the Executive Committee in 2017 and a verification report of the	f					
		Venezuela	19.0	\$189,000	\$14,175	\$203,175	

Project Title	Agency	ODP (tonnes)	Fu Project	inds approved Support	d (US\$) Total	C.E. (US\$/kg)
VIETNAM						
SEVERAL						
Technical assistance/support						
Survey of ODS alternatives at the national level	IBRD		\$45,000	\$4,050	\$49,050	
Noted that the funding had taken into account an on-going survey funded outside the Multilateral Fund.						
Total fo	r Vietnam		\$45,000	\$4,050	\$49,050	
ZIMBABWE						
PHASE-OUT PLAN						
HCFC phase out plan						
Verification report for stage I of HCFC phase-out management plan	Germany		\$30,000	\$3,900	\$33,900	
Approved on the understanding that the verification report should be submitted at least 60 days prior to the applicable Executive Committee meeting where the next funding tranche for its HPMP is being sought.						
HCFC phase-out management plan (stage I, third tranche) (refrigeration servicing sector)	Germany		\$112,000	\$13,398	\$125,398	
Noted that the ban on imports of HCFC-141b both pure and contained in imported pre-blended polyols was postponed from 1 January 2015 to 1 January 2016 as the five foam enterprises completed their conversion to non HCFC-141b technology in July 2015. Approved on the understanding that if Zimbabwe were to decide to proceed with retrofits and associated servicing to flammable and toxic refrigerants in refrigeration and airconditioning equipment originally designed for non flammable substances, it would do so assuming all associated responsibilities and risks and only in accordance with the relevant standards and protocols.						
Total for 2	Zimbabwe		\$142,000	\$17,298	\$159,298	
GLOBAL						
SEVERAL						
Agency programme						
Compliance Assistance Programme: 2016 budget  Noted the 2016–2018 rolling strategy proposed by UNEP for its CAP and the approaches contained therein. UNEP was requested to continue the submission of an annual work programme and budget for the CAP including providing detailed information on the progress of the four new activities identified in the 2016 work programme where the global funds would be used until their completion; extending the prioritization of funding between CAP budget lines so as to accommodate changing priorities, and to provide details on the reallocations made in its budget pursuant to decisions 47/24 and 50/26; and reporting on the current staff post levels and informing the Executive Committee of any changes thereto, particularly in respect to any increased budget allocations.	UNEP		\$9,540,000	\$763,200	\$10,303,200	
Core unit budget (2016)	UNIDO		\$0	\$2,040,715	\$2,040,715	
Core unit budget (2016)	IBRD		\$0	\$1,725,000	\$1,725,000	

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Project Title	Agency	ODP	Fu	ınds approve	d (US\$)	C.E.
		(tonnes)	Project	Support	Total	(US\$/kg)
Core unit budget (2016)	UNDP		\$0	\$2,040,715	\$2,040,715	
	Total for Global		\$9,540,000	\$6,569,630	\$16,109,630	
	GRAND TOTAL	1,324.5	\$112,383,321	\$13,737,886	\$126,121,207	

# **Summary**

Sector	Tonnes Funds approved (US\$)				
	(ODP)	Project	Support	Total	
BILATERAL COOPERATION					
Phase-out plan	85.3	\$3,681,967	\$434,515	\$4,116,482	
Several		\$175,000	\$22,750	\$197,750	
TOTAL:	85.3	\$3,856,967	\$457,265	\$4,314,232	
INVESTMENT PROJECT					
Foam		\$280,500	\$19,635	\$300,135	
Production		\$24,000,000	\$1,344,000	\$25,344,000	
Refrigeration	0.7	\$500,000	\$35,000	\$535,000	
Phase-out plan	1,238.4	\$65,898,789	\$4,742,069	\$70,640,858	
TOTAL:	1,239.1	\$90,679,289	\$6,140,704	\$96,819,993	
WORK PROGRAMME AMENDMENT					
Foam		\$100,000	\$7,000	\$107,000	
Production		\$254,650	\$17,825	\$272,475	
Refrigeration		\$261,488	\$24,112	\$285,600	
Phase-out plan		\$710,000	\$70,100	\$780,100	
Several		\$16,520,927	\$7,020,880	\$23,541,807	
TOTAL:		\$17,847,065	\$7,139,917	\$24,986,982	
Summary by I	Parties and Ir	nplementing Agen	cies		
France		\$236,250	\$29,146	\$265,396	
Germany	80.3	\$3,290,717	\$385,219	\$3,675,936	
Italy	5.0	\$250,000	\$32,500	\$282,500	
Japan		\$80,000	\$10,400	\$90,400	
IBRD	448.4	\$35,494,650	\$3,877,125	\$39,371,775	
UNDP	381.2	\$26,531,187	\$3,930,731	\$30,461,918	
UNEP	12.1	\$15,911,314	\$1,271,712	\$17,183,026	
UNEI					
UNIDO	397.4	\$30,589,203	\$4,201,053	\$34,790,256	

#### Balances on projects returned at the 75<sup>th</sup> meeting

Agency	Project costs (US\$)	Support costs (US\$)	Total (US\$)
Spain (per decision 75/2(a)(iii))*	221	29	250
UNDP (per decision 75/2((a)(ii))	-4,804	89	-4,715
UNEP (per decision 75/2((a)(ii) and (d))	166,513	19,487	186,000
UNIDO (per decision 75/2((a)(ii))	21,864	256	22,120
World Bank (per decision 75/2((a)(ii) and			
75/60(b)(iii))	164,689	354,305	518,994
Total	348,483	374,166	722,649

<sup>\*</sup> Cash transfer

#### Adjustments for transferred projects approved at the 75<sup>th</sup> meeting

Agency	Project costs (US\$)	Support costs (US\$)	Total (US\$)
UNEP (per decision 75/2(c))	-20,000	-1,800	-21,800
UNDP (per decision 75/2(c))	20,000	1,800	21,800
World Bank (per decision 75/19(a)(i))	-1,056,900	-79,268	-1,136,168
UNDP (per decision 75/19(a)(ii))	1,056,900	79,268	1,136,168
World Bank (per decision 75/19(b)(i))	-750,093	-56,257	-806,350
UNDP (per decision 75/19(b)(ii))	750,093	56,257	806,350
UNEP (per decision75/65(a)((ii))	-111,754	-14,528	-126,282
UNIDO (per decision 75/65(b))	111,754	8,381	120,135

#### **Interest accrued by the Government of China**

Agency	Interest accrued (US \$)
UNEP (per decision 75/29(a))	3,148
UNDP (per decision 75/29(a))	12,384
UNIDO (per decision 75/54(d))	62,905
World Bank (per decision 75/55(d))	6,431
UNDP (per decision 75/56(d))	33,650
UNIDO (per decision 75/57(d))	94,424
World Bank (per decision 75/74(c))	8,370

#### **Penalty**

Agency	Project costs (US\$)	Support costs (US\$)	Total	Country
UNEP (per decision 75/59(b))	14,816	1,926	16,742	Guatemala

Net allocations based on decisions of the 75<sup>th</sup> meeting

1 (to an observe on document of the feether)								
Agency	Project costs (US\$)	Support costs (US\$)	Total (US\$)					
France	236,250	29,146	265,396					
Germany	3,290,717	385,219	3,675,936					
Italy	250,000	32,500	282,500					
Japan	80,000	10,400	90,400					
UNDP	28,316,950	4,067,967	32,384,917					
UNEP	15,595,083	1,233,971	16,829,054					
UNIDO	30,521,764	4,209,178	34,730,942					
World Bank	33,508,167	3,387,295	36,895,462					
Total	111,798,931	13,355,676	125,154,607					

#### **Annex XIII**

# UPDATED AGREEMENT BETWEEN THE GOVERNMENT OF ANGOLA 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 Angola (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 14.36 ODP tonnes by 1 January 2016 in compliance with Montreal Protocol schedules.
- 2. The Country agrees to meet the annual consumption limits of the 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 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 row 4.1.3 (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 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. In accordance with sub-paragraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of the Substances as set out in row 1.2 of Appendix 2-A of this Agreement. The aforementioned verification will be commissioned by the relevant bilateral or implementing agency.
- 5. The Executive Committee will not provide the Funding in accordance with the Funding Approval Schedule unless the Country satisfies the following conditions at least eight weeks in advance of the applicable Executive Committee meeting set out in the Funding Approval Schedule:
  - (a) 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;
  - (b) That the meeting of these Targets has been independently verified, unless the Executive Committee decided that such verification would not be required;
  - (c) 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;

- (d) That the Country has submitted an annual implementation plan in the form of Appendix 4-A covering each calendar year until and including the year for which the funding schedule foresees the submission of the next tranche or, in case of the final tranche, until completion of all activities foreseen; and
- (e) That, for all submissions from the 68<sup>th</sup> 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.
- 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 annual implementation plans in accordance with their roles and responsibilities set out in Appendix 5-A. This monitoring will also be subject to independent verification as described in paragraph 4 above.
- 7. The Executive Committee agrees that the Country may have the flexibility to reallocate the approved funds, or part of the funds, according to the evolving circumstances to achieve the smoothest reduction of consumption and phase-out of the Substances specified in Appendix 1-A:
  - (a) Reallocations categorized as major changes must be documented in advance either in an annual implementation plan submitted as foreseen in sub-paragraph 5(d) above, or as a revision to an existing annual implementation plan to be submitted eight 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 which would modify any clause of this Agreement;
    - (iii) Changes in the annual levels of funding allocated to individual bilateral or implementing agencies for the different tranches; and
    - (iv) Provision of funding for programmes or activities not included in the current endorsed annual implementation plan, or removal of an activity in the annual implementation plan, with a cost greater than 30 per cent of the total cost of the last approved tranche;
  - (b) 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;
  - (c) Any remaining funds 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 the activities in the refrigeration servicing sub-sector, in particular:
  - (a) The Country would use the flexibility available under this Agreement to address specific needs that might arise during project implementation; and
  - (b) The Country and the bilateral and implementing agencies involved will take full account of the requirements of decisions 41/100 and 49/6 during the implementation of the plan.

- 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 any of the agencies taking part in this Agreement.
- 10. The Lead IA will be responsible for ensuring co-ordinated planning, implementation and reporting of all activities under this Agreement, including but not limited to independent verification as per sub-paragraph 5(b). The Executive Committee agrees, in principle, to provide the Lead IA with the fees set out in row 2.2 of Appendix 2-A.
- 11. 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 ("Reductions in Funding for Failure to Comply") 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.
- 12. 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.
- 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.
- 14. 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 Plan and its subsequent revisions as per sub-paragraph 5(d) 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), 1(b), 1(d), and 1(e) of Appendix 4-A will continue until the time of the completion unless otherwise specified by the Executive Committee.
- 15. 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.
- 16. This updated Agreement supersedes the Agreement reached between the Government of Angola and the Executive Committee at the 65<sup>th</sup> meeting of the Executive Committee.

#### **APPENDICES**

#### APPENDIX 1-A: THE SUBSTANCES

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)
HCFC-22	С	I	15.95

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

Row	Particulars	2011	2012	2013	2014	2015	2016	Total
1.1	Montreal Protocol reduction schedule of Annex C, Group I substances (ODP tonnes)	n/a	n/a	15.95	15.95	14.36	14.36	n/a
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	n/a	n/a	15.95	15.95	14.36	14.36	n/a
2.1	Lead IA (UNDP) agreed funding (US \$)	86,222	39,111	0	0	31,111	19,556	176,000
2.2	Support costs for Lead IA (US \$) 7,760 3,520 0 0 2,800					1,760	15,840	
3.1	Total agreed funding (US \$) 86,222 39,111 0 0 31,111				19,556	176,000		
3.2	Total support cost (US \$) 7,760 3,520 0 0 2,800						1,760	15,840
3.3	Total agreed costs (US \$)	93,982	42,631	0	0	33,911	21,316	191,840
4.1.1	1 Total phase-out of HCFC-22 agreed to be achieved under this Agreement (ODP tonnes)							1.59
4.1.2	Phase-out of HCFC-22 to be achieved in previously approved projects (ODP tonnes)						n/a	
4.1.3	Remaining eligible consumption for HCFC-22 (ODP tonnes)							14.36

#### APPENDIX 3-A: FUNDING APPROVAL SCHEDULE

1. 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 submission of the Implementation Report and Plan for each tranche request will consist of five parts:
  - (a) A narrative report, with data provided by calendar year, regarding the progress since the year prior to the previous report, reflecting 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) of the Agreement and can in addition also include information on activities in the current year;

- (b) A verification report of the HPMP results and the consumption of the Substances mentioned in Appendix 1-A, as per sub-paragraph 5(b) of the Agreement. If not decided otherwise by the Executive Committee, such a verification has to be provided together with each tranche request and will have to provide verification of the consumption for all relevant years as specified in sub-paragraph 5(a) of the Agreement for which a verification report has not yet been acknowledged by the Committee;
- (c) A written description of the activities to be undertaken until and including the year of the planned submission of the next tranche request, highlighting 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 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 cover the years specified in sub-paragraph 5(d) of the Agreement. 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 sub-paragraph (b) above;
- (d) A set of 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(a) above) and the plan (see sub-paragraph 1(c) above), the annual implementation plan and any changes to the overall plan, and will cover the same time periods and activities; and
- (e) An Executive Summary of about five paragraphs, summarizing the information of the above sub-paragraphs 1(a) to 1(d).

#### **APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES**

- 1. Overall supervision will be provided by the Ministry of Environment, through the National Ozone Office, with assistance from UNDP.
- 2. Consumption will be monitored and determined from official data of import and export of substances as registered by the relevant government departments.
- 3. The National Ozone Office will compile and report the following data and information each year on, 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 HPMP to be submitted to the Executive Committee of the Multilateral Fund.

- 4. The National Ozone Office and UNDP will jointly hire a qualified independent entity to conduct a qualitative and quantitative performance assessment of the implementation of the HPMP.
- 5. The agency responsible for evaluation will have full access to relevant technical and financial information related to the implementation of the HPMP.

#### 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 HPMP;
  - (b) Assisting the Country in preparation of the Implementation Plans and subsequent reports as per Appendix 4-A;
  - (c) Providing independent verification to the Executive Committee that the Targets have been met and associated annual activities have been completed as indicated in the Implementation Plan consistent with Appendix 4-A;
  - (d) Ensuring that the experiences and progress is reflected in updates of the overall plan and in future annual implementation plans consistent with sub-paragraphs 1(c) and 1(d) of Appendix 4-A;
  - (e) 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;
  - (f) Ensuring that appropriate independent technical experts carry out the technical reviews;
  - (g) Carrying out required supervision missions;
  - (h) Ensuring the presence of an operating mechanism to allow effective, transparent implementation of the Implementation Plan and accurate data reporting;
  - (i) 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 each implementing or bilateral agency involved;
  - (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 and the consumption of the Substances mentioned in Appendix 1-A, as per sub-paragraph 5(b) of the Agreement and sub-paragraph 1(b) of Appendix 4-A.

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

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US \$180 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.

#### **Annex XIV**

# UPDATED AGREEMENT BETWEEN THE GOVERNMENT OF COTE D'IVOIRE 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 Cote d'Ivoire (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 41.47 ODP tonnes by 1 January 2020 in compliance with Montreal Protocol schedules.
- 2. The Country agrees to meet the annual consumption limits of the 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 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 row 4.1.3 (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 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. In accordance with sub-paragraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of the Substances as set out in row 1.2 of Appendix 2-A of this Agreement. The aforementioned verification will be commissioned by the relevant bilateral or implementing agency.
- 5. The Executive Committee will not provide the Funding in accordance with the Funding Approval Schedule unless the Country satisfies the following conditions at least eight weeks in advance of the applicable Executive Committee meeting set out in the Funding Approval Schedule:
  - (a) 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;
  - (b) That the meeting of these Targets has been independently verified, unless the Executive Committee decided that such verification would not be required;
  - (c) 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;

- (d) That the Country has submitted an annual implementation plan in the form of Appendix 4-A covering each calendar year until and including the year for which the funding schedule foresees the submission of the next tranche or, in case of the final tranche, until completion of all activities foreseen; and
- (e) That, for all submissions from the 68<sup>th</sup> 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.
- 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 annual implementation plans in accordance with their roles and responsibilities set out in Appendix 5-A. This monitoring will also be subject to independent verification as described in paragraph 4 above.
- 7. The Executive Committee agrees that the Country may have the flexibility to reallocate the approved funds, or part of the funds, according to the evolving circumstances to achieve the smoothest reduction of consumption and phase-out of the Substances specified in Appendix 1-A:
  - (a) Reallocations categorized as major changes must be documented in advance either in an annual implementation plan submitted as foreseen in sub-paragraph 5(d) above, or as a revision to an existing annual implementation plan to be submitted eight 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 which would modify any clause of this Agreement;
    - (iii) Changes in the annual levels of funding allocated to individual bilateral or implementing agencies for the different tranches; and
    - (iv) Provision of funding for programmes or activities not included in the current endorsed annual implementation plan, or removal of an activity in the annual implementation plan, with a cost greater than 30 per cent of the total cost of the last approved tranche;
  - (b) 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
  - (c) Any remaining funds 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 the activities in the refrigeration servicing sub-sector, in particular:
  - (a) The Country would use the flexibility available under this Agreement to address specific needs that might arise during project implementation; and
  - (b) The Country and the bilateral and implementing agencies involved will take full account of the requirements of decisions 41/100 and 49/6 during the implementation of the plan.

- 9. The Country agrees to assume overall responsibility for the management and implementation of this Agreement and of all activities undertaken by it or on its behalf to fulfil the obligations under this Agreement. UNEP has agreed to be the lead implementing agency (the "Lead IA") and UNIDO has agreed to be the cooperating implementing agency (the "Cooperating IA") under the lead of the Lead IA in respect of the Country's activities under this Agreement. The Country agrees to evaluations, which might be carried out under the monitoring and evaluation work programmes of the Multilateral Fund or under the evaluation programme of any of the agencies taking part in this Agreement.
- 10. The Lead IA will be responsible for ensuring co-ordinated planning, implementation and reporting of all activities under this Agreement, including but not limited to independent verification as per sub-paragraph 5(b). This responsibility includes the necessity to co-ordinate with the Cooperating IA to ensure appropriate timing and sequence of activities in the implementation. The Cooperating IA will support the Lead IA by implementing the activities listed in Appendix 6-B under the overall co-ordination of the Lead IA. The Lead IA and Cooperating IA have reached consensus on the arrangements regarding inter-agency planning, reporting and responsibilities under this Agreement to facilitate a co-ordinated implementation of the Plan, including regular co-ordination meetings. 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.
- 11. 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 ("Reductions in Funding for Failure to Comply")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.
- 12. 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.
- 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.
- 14. 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 Plan and its subsequent revisions as per sub-paragraph 5(d) 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), 1(b), 1(d), and 1(e) of Appendix 4-A will continue until the time of the completion unless otherwise specified by the Executive Committee.
- 15. 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.

16. The updated Agreement supersedes the Agreement reached between the Government of Côte d'Ivoire and the Executive Committee at the 66<sup>th</sup> meeting of the Executive Committee.

#### **APPENDICES**

#### **APPENDIX 1-A: THE SUBSTANCES**

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)
HCFC-22	С	I	63.8

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

Row	Particulars	2012	2013	2014	2015	2016	2017	2018	2019	2020	Total
1.1	Montreal Protocol reduction schedule of Annex C, Group I substances (ODP tonnes)	n/a	63.80	63.80	57.42	57.42	57.42	57.42	57.42	41.47	n/a
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	n/a	63.80	63.80	57.42	57.42	57.42	57.42	57.42	41.47	n/a
2.1	Lead IA (UNEP) agreed funding (US \$)	250,000	0	190,000	0	150,000	0	130,000	0	185,740	905,740
2.2	Support costs for Lead IA (US \$)	30,260	0	22,998	0	18,156	0	15,735	0	22,482	109,631
2.3	Cooperating IA (UNIDO) agreed funding (US \$)	460,000	0	0	0	460,000	0	0	0	0	920,000
2.4	Support costs for Cooperating IA (US \$)	34,500	0	0	0	32,200	0	0	0	0	66,700
3.1	Total agreed funding (US \$)	710,000	0	190,000	0	610,000	0	130,000	0	185,740	1,825,740
3.2	Total support costs (US \$)	64,760	0	22,998	0	50,356	0	15,735	0	22,482	176,331
3.3	Total agreed costs (US \$)	774,760	0	212,998	0	660,356	0	145,735	0	208,222	2,002,071
4.1.1	Total phase-out of H	ICFC-22 ag	greed to be	achieved ur	nder this A	Agreement (	ODP tonn	es)			22.33
4.1.2	Phase-out of HCFC-	-22 to be ac	hieved in p	previously a	pproved p	rojects (OD	P tonnes)				0
4.1.3	Remaining eligible	consumptio	n for HCF	C-22 (ODP	tonnes)						41.47

#### 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 IMPLEMENTATION REPORTS AND PLANS

- 1. The submission of the Implementation Report and Plan for each tranche request will consist of five parts:
  - A narrative report, with data provided by calendar year, regarding the progress since the (a) year prior to the previous report, reflecting 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) of the Agreement and can in addition also include information on activities in the current year;
  - (b) A verification report of the HPMP results and the consumption of the Substances mentioned in Appendix 1-A, as per sub-paragraph 5(b) of the Agreement. If not decided otherwise by the Executive Committee, such a verification has to be provided together with each tranche request and will have to provide verification of the consumption for all relevant years as specified in sub-paragraph 5(a) of the Agreement for which a verification report has not yet been acknowledged by the Committee;
  - (c) A written description of the activities to be undertaken until and including the year of the planned submission of the next tranche request, highlighting 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 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 cover the years specified in sub-paragraph 5(d) of the Agreement. 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 sub-paragraph (b) above;
  - (d) A set of 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(a) above) and the plan (see sub-paragraph 1(c) above), the annual implementation plan and any changes to the overall plan, and will cover the same time periods and activities; and

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

#### **APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES**

- 1. All the monitoring activities will be coordinated and managed through the National Ozone Unit, which is included within this HPMP.
- 2. The Lead IA will have a particularly prominent role in the monitoring arrangements because of its mandate to monitor ODS imports, whose records will be used as a crosschecking reference in all the monitoring programmes for the different projects within the HPMP. The Lead IA along with the Cooperating IA will also undertake the challenging task of monitoring illegal ODS imports and exports and advise the appropriate national agencies through the National Ozone Office.

#### 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 HPMP;
  - (b) Assisting the Country in preparation of the Implementation Plans and subsequent reports as per Appendix 4-A;
  - (c) Providing independent verification to the Executive Committee that the Targets have been met and associated annual activities have been completed as indicated in the Implementation Plan consistent with Appendix 4-A;
  - (d) Ensuring that the experiences and progress is reflected in updates of the overall plan and in future annual implementation plans consistent with sub-paragraphs 1(c) and 1(d) of Appendix 4-A;
  - (e) 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. The reporting requirements include the reporting about activities undertaken by the Cooperating IA;
  - (f) Ensuring that appropriate independent technical experts carry out the technical reviews;
  - (g) Carrying out required supervision missions;
  - (h) Ensuring the presence of an operating mechanism to allow effective, transparent implementation of the Implementation Plan and accurate data reporting;
  - (i) Co-ordinating the activities of the Cooperating IA, and ensuring appropriate sequence of activities;
  - (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 and the Cooperating IA, the allocation of the reductions to the different budget items and to the funding of each implementing or bilateral agency involved;

- (k) Ensuring that disbursements made to the Country are based on the use of the indicators; and
- (1) 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 and the consumption of the Substances mentioned in Appendix 1-A, as per sub-paragraph 5(b) of the Agreement and sub-paragraph 1(b) of Appendix 4-A.

#### APPENDIX 6-B: ROLE OF THE COOPERATING IMPLEMENTING AGENCY

- 1. The Cooperating IA will be responsible for a range of activities. These activities are specified in the overall 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 refer to the Lead IA to ensure a co-ordinated sequence in the activities; and
  - (c) Providing reports to the Lead IA on these activities, for inclusion in the consolidated reports as per Appendix 4-A.

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

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US \$163 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.

#### Annex XV

## UPDATED AGREEMENT BETWEEN THE GOVERNMENT OF NIGERIA AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTIONOF HYDROCHLOROFLUOROCARBONS

- 1. This Agreement represents the understanding of the Government of Nigeria (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 310.41 ODP tonnes by 1 January 2015 in compliance with Montreal Protocol schedules.
- 2. The Country agrees to meet the annual consumption limits of the 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 all Substances mentioned in Appendix 1-A. Any reference in this Agreement to rows 1.1 and 1.2 of Appendix 2-A is referring to the revised figures if no other specific reference is made. 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 which exceeds the level defined in row 1.2 of Appendix 2-A (maximum allowable total consumption of Annex C, Group I substances) 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 which exceeds the level defined in rows 4.1.3 and 4.2.3 (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 (the "Funding Approval Schedule").
- 4. The Country will meet the consumption limits for each of the Substances as indicated in Appendix 2-A. It will also accept independent verification, to be commissioned by the relevant bilateral or implementing agency, of achievement of these consumption limits as described in sub-paragraph 5(b) 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 60 days prior to the applicable Executive Committee meeting set out in the Funding Approval Schedule:
  - (a) That the Country has met the Targets for all relevant years. Relevant years are all years since the year in which the hydrochlorofluorocarbons phase-out management plan (HPMP) was approved. Exempt are 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;
  - (b) That the meeting of these Targets has been independently verified, except if the Executive Committee decided that such verification would not be required;
  - (c) That the Country had submitted tranche implementation reports in the form of Appendix 4-A (the "Format of Tranche Implementation Report and Plan") 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 and received approval from the Executive Committee for a tranche implementation plan in the form of Appendix 4-A (the "Format of Tranche 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. The institutions set out in Appendix 5-A (the "Monitoring Institutions and Roles") will monitor and report on Implementation of the activities in the previous tranche implementation plan in accordance with their roles and responsibilities set out in Appendix 5-A. This monitoring will also be subject to independent verification as described in sub-paragraph 5(b).
- 7. The Executive Committee agrees that the Country may have the flexibility to reallocate the approved funds, or part of the funds, according to the evolving circumstances to achieve the smoothest phase-down and phase-out of the Substances specified in Appendix 1-A. Reallocations categorized as major changes must be documented in advance in a Tranche Implementation Plan and approved by the Executive Committee as described in sub-paragraph 5(d). Major changes would relate to reallocations affecting in total 30 per cent or more of the funding of the last approved tranche, issues potentially concerning the rules and policies of the Multilateral Fund, or changes, which would modify any clause of this Agreement. Reallocations not categorized as major changes may be incorporated in the approved Tranche Implementation Plan, under implementation at the time, and reported to the Executive Committee in the Tranche Implementation Report. Any remaining funds will be returned to the Multilateral Fund upon closure of the last tranche of the plan.
- 8. Specific attention will be paid to the execution of the activities in the refrigeration servicing sub-sector, in particular:
  - (a) The Country would use the flexibility available under this Agreement to address specific needs that might arise during project implementation; and
  - (b) The Country and the bilateral and implementing agencies involved will take full account of the requirements of decisions 41/100 and 49/6 during the implementation of the plan.
- 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 UNIDO has agreed to be the cooperating implementing agency (the "Cooperating IA") under the lead of the Lead IA in respect of the Country's activities under this Agreement. The Country agrees to evaluations, which might be carried out under the monitoring and evaluation work programmes of the Multilateral Fund or under the evaluation programme of any of the IA taking part in this Agreement.
- 10. The Lead IA will be responsible for carrying out the activities of the plan as detailed in the first submission of the HPMP with the changes approved as part of the subsequent tranche submissions, including but not limited to independent verification as per sub-paragraph 5(b). This responsibility includes the necessity to co-ordinate with the Cooperating IA to ensure appropriate timing and sequence of activities in the implementation. The Cooperating IA will support the Lead IA by implementing the activities listed in Appendix 6-B under the overall co-ordination of the Lead IA. The Lead IA and Cooperating IA have entered into a formal agreement regarding planning, reporting and responsibilities under this Agreement to facilitate a co-ordinated implementation of the Plan, including regular co-ordination meetings. 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 Appendix 2-A.

- 11. 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 amounts set out in Appendix 7-A in respect of each ODP tonne 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.
- 12. 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.
- 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 information necessary to verify compliance with this Agreement.
- 14. The completion 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 has been specified in Appendix 2-A. Should at that time activities be still outstanding which were foreseen in the Plan and its subsequent revisions as per sub-paragraph 5(d) 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 Appendix 4-A (a), (b), (d) and (e) continue until the time of the completion if not specified by the Executive Committee otherwise.
- 15. All of the agreements 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. The updated Agreement supersedes the Agreement reached between the Government of Nigeria and the Executive Committee at the 66<sup>th</sup> meeting of the Executive Committee.

#### **APPENDICES**

#### **APPENDIX 1-A: THE SUBSTANCES**

Substance	Annex	Group	Starting point for aggregate reductions in consumption
			(ODP tonnes)
HCFC-22	С	I	248.5
HCFC-141b	С	I	96.4
Sub-total			344.9
HCFC-141b contained in	С	I	53.29
imported pre-blended polyols			
Total			398.2

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars	2010	2011	2012	2013	2014	2015	Total		
1.1	Montreal Protocol reduction schedule of Annex C, Group I substances (ODP tonnes)	n/a	n/a	n/a	344.90	344.90	310.41	n/a		
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	n/a	n/a	n/a	344.90	344.90	310.41	n/a		
2.1	Lead IA UNDP agreed funding (US \$)	855,603	836,515	503,829	503,829	299,974	0	2,999,750		
2.2	Support costs for Lead IA (US \$)	64,170	62,739	37,787	37,787	22,498	0	224,981		
2.3	Cooperating IA UNIDO agreed funding (US \$)	550,000	550,000	645,172	0	193,908	0	1,939,080		
2.4	Support costs for Cooperating IA (US \$)	41,250	41,250	48,388	0	14,543	0	145,431		
3.1	Total agreed funding (US \$)	1,405,603	1,386,515	1,149,001	503,829	493,882	0	4,938,830		
3.2	Total support cost (US \$)	105,420	103,989	86,175	37,787	37,041	0	370,412		
3.3	Total agreed costs (US \$)	1,511,023	1,490,504	1,235,176	541,616	530,923	0	5,309,242		
4.1.1	Total phase-out of HCFC-22 agreed to	be achieved i	ınder this agı	reement (OD)	P tonnes)			10.6		
4.1.2	Phase-out of HCFC-22 to be achieved in	n previously	approved pro	jects (ODP t	onnes)			0		
4.1.3	Remaining eligible consumption for HCFC-22 (ODP tonnes)									
4.2.1										
4.2.2	Phase-out of HCFC-141b to be achieve	d in previous	ly approved	projects (OD	P tonnes)			0		
4.2.3	Remaining eligible consumption for HO	CFC-141b (O	DP tonnes)*	•				70.1		

<sup>\*</sup> Including HCFC-141b contained in the imported pre-blended polyols

#### APPENDIX 3-A: FUNDING APPROVAL SCHEDULE

1. Funding for the future tranches will be considered for approval not earlier than the last meeting of the year specified in Appendix 2-A.

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

- 1. The submission of the Tranche Implementation Report and Plan will consist of five parts:
  - (a) A narrative report regarding the progress in the previous tranche, reflecting on 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 further highlight successes, experiences and challenges related to the different activities included in the Plan, reflecting on changes in the circumstances in the country, and providing other relevant information. The report should also include information about and justification for any changes vis-à-vis the previously submitted tranche plan, 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) of the Agreement and can in addition also include information about activities in the current year;
  - (b) A verification report of the HPMP results and the consumption of the substances mentioned in Appendix 1-A, as per sub-paragraph 5(b) of the Agreement. If not decided otherwise by the Executive Committee, such a verification has to be provided together with each tranche request and will have to provide verification of the consumption for all

- relevant years as specified in sub-paragraph 5(a) of the Agreement for which a verification report has not yet been acknowledged by the Committee;
- (c) A written description of the activities to be undertaken in the next tranche, highlighting their interdependence, and taking into account experiences made and progress achieved in the implementation of earlier tranches. The description should also include a reference to the overall Plan and progress achieved, as well as any possible changes to the overall plan foreseen. The description should cover the years specified in sub-paragraph 5(d) of the Agreement. The description should also specify and explain any revisions to the overall plan which were found to be necessary;
- (d) A set of quantitative information for the report and plan, submitted into a database. As per the relevant decisions of the Executive Committee in respect to the format required, the data should be submitted online. 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(a) above) and the plan (see sub-paragraph 1(c) above), and will cover the same time periods and activities; it will also capture the quantitative information regarding any necessary revisions of the overall plan as per sub-paragraph 1(c) above. While the quantitative information is required only for previous and future years, the format will include the option to submit in addition information regarding the current year if desired by the country and lead implementing agency; and
- (e) An Executive Summary of about five paragraphs, summarizing the information of above sub-paragraphs 1(a) to 1(d).

#### **APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES**

- 1. All the monitoring activities will be coordinated and managed through the National Ozone Office (NOO).
- 2. The Lead IA will liaise with the NOO all monitoring arrangements because of its mandate to monitor ODS imports, the records of which will be used as a crosschecking reference in all the monitoring programmes for the different projects within the HPMP. The Lead Agency will also liaise with the NOO to monitor illegal ODS imports and exports with advisements made to the appropriate national agencies.

#### Verification and reporting

- 3. In accordance to decision 45/54(d), the Executive Committee requires an independent verification report to be produced annually at the time of submission of the yearly request for a new funding-tranche. The Lead IA should select the independent organization (auditing) to carry out the verification of the HPMP results and this independent verification.
- 4. The verification reports will be produced each year, previous to the third meeting of the Executive Committee. These reports will produce the input for the yearly implementation reports required by the Executive Committee.

#### APPENDIX 6-A: ROLE OF THE LEAD IMPLEMENTING AGENCY

- 1. The Lead IA will be responsible for a range of activities. These can be specified in the project document further, but include 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 phase-out plan;
  - (b) Assisting the Country in preparation of the Tranche Implementation Plans and subsequent reports as per Appendix 4-A;
  - (c) Providing verification to the Executive Committee that the Targets have been met and associated annual activities have been completed as indicated in the Tranche Implementation Plan consistent with Appendix 4-A;
  - (d) Ensuring that the experiences and progress is reflected in updates of the overall Plan and in future Tranche Implementation Plans consistent with sub-paragraphs 1(c) and 1(d) of Appendix 4-A;
  - (e) Fulfilling the reporting requirements for the tranches and the overall Plan as specified in Appendix 4-A as well as project completion reports for submission to the Executive Committee. The reporting requirements include the reporting about activities undertaken by the Cooperating IA;
  - (f) Ensuring that appropriate independent technical experts carry out the technical reviews;
  - (g) Carrying out required supervision missions;
  - (h) Ensuring the presence of an operating mechanism to allow effective, transparent implementation of the Tranche Implementation Plan and accurate data reporting;
  - (i) Co-ordinating the activities of the Cooperating IA, and ensuring appropriate sequence of activities:
  - (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 and the co-ordinating implementing agencies, the allocation of the reductions to the different budget items and to the funding of each implementing or bilateral agency involved;
  - (k) Ensuring that disbursements made to the Country are based on the use of the indicators; and
  - (l) 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 organization to carry out the verification of the HPMP results and the consumption of the substances mentioned in Appendix 1-A, as per sub-paragraph 5(b) of the Agreement and sub-paragraph 1(b) of Appendix 4-A.

#### APPENDIX 6-B: ROLE OF COOPERATING IMPLEMENTING AGENCY

- 1. The Cooperating IA will be responsible for a range of activities. These activities can be specified in the respective project document further, but include 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 Lead IA to ensure a co-ordinated sequence in the activities; and
  - (c) Providing reports to the Lead IA on these activities, for inclusion in the consolidated reports as per Appendix 4-A.

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

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US \$9,500 per metric 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.

#### **APPENDIX 8-A: SECTOR SPECIFIC ARRANGEMENTS**

1. All sector activities to be undertaken form part of this HPMP agreement and will not be submitted as separate sector plans. There are therefore no specific arrangements to mention in the case of Nigeria.

#### Annex XVI

### VIEWS EXPRESSED BY THE EXECUTIVE COMMITTEE ON RENEWAL OF INSTITUTIONAL STRENGTHENING PROJECTS SUBMITTED TO THE $75^{\rm th}$ MEETING

#### **Barbados**

1. The Executive Committee reviewed the renewal of the institutional strengthening (IS) project for Barbados (phase VI) and noted with appreciation that Barbados reported 2014 data indicating that the country is in compliance with the Montreal Protocol. The Executive Committee is pleased to note the timely submission of 2014 country programme data and appreciates the efforts of Barbados to reduce the consumption of HCFCs, and expressed the expectation that in the next two years, Barbados will continue with the implementation of its HCFC phase-out management plan (HPMP) and its licensing and quota system, and achieve and sustain compliance with the HCFC consumption reduction targets.

#### **Benin**

2. The Executive Committee reviewed the renewal of the IS project for Benin (phase IX) and noted with appreciation that Benin reported 2014 Article 7 data indicating that the country is on track to achieve the 10 per cent reduction in HCFC consumption in 2015. The Executive Committee acknowledged with appreciation the efforts of the national ozone unit (NOU) to coordinate the implementation of the HPMP and is hopeful that in the next two years, Benin will continue with the implementation of HCFC phase-out activities with outstanding success.

#### **Brazil**

3. The Executive Committee reviewed the renewal of the IS project for Brazil (phase VIII) and noted with appreciation that Brazil reported 2014 Article 7 data indicating that the country is in compliance with the Montreal Protocol. The Executive Committee also noted with appreciation that Brazil has a well-established and reliable ODS licensing system. The Executive Committee congratulated the Government of Brazil for the achievements of its NOU during the implementation of the seventh phase of the IS project taking particular note of the work carried out to prepare stage II of the HPMP while continuing implementation of stage I and expressed the expectations that, in the next two years, Brazil will continue to implement its planned activities with outstanding progress.

#### Burundi

4. The Executive Committee reviewed the renewal of the IS project for Burundi (phase VII) and noted with appreciation that Burundi reported 2014 Article 7 data indicating that the country is in compliance with the Montreal Protocol. The Executive Committee acknowledged the efforts of the NOU to coordinate the implementation of the HPMP and its commitment to HCFC consumption phase-out. The Executive Committee noted that Burundi was not able to finalize the HCFC quota system due to a change in Government and encouraged Burundi to work together with UNEP so that the necessary agreements can be signed. The Executive Committee expressed the hope that in the next two years, Burundi will achieve and sustain compliance with the HCFC consumption reduction targets.

#### Cameroon

5. The Executive Committee reviewed the renewal of the IS project for Cameroon (phase X) and noted with appreciation that Cameroon reported 2014 Article 7 data indicating that the country is in compliance with the Montreal Protocol, and the timely submission of 2014 country programme implementation data to the Fund Secretariat. The Executive Committee acknowledged with appreciation that Cameroon has a well-structured licensing and quota system, and encouraged Cameroon to ensure the timely implementation of stage I of the HPMP so that it can continue activities both at the project and policy levels to enable the country to sustain compliance with the Montreal Protocol.

#### Cabo Verde

6. The Executive Committee reviewed the renewal of the IS project for Cabo Verde (phase V) and noted with appreciation that Cabo Verde reported 2014 Article 7 data indicating that the country is in compliance with the Montreal Protocol. The Executive Committee is pleased with the efforts of the NOU to coordinate and monitor the implementation of the HPMP and encouraged Cabo Verde to work closely with UNEP to ensure the timely implementation of activities in the second tranche of the HPMP. The Executive Committee is hopeful that in the next two years, the country will continue with the implementation of HCFC phase-out activities with outstanding success.

#### Chad

7. The Executive Committee reviewed the renewal of the IS project for Chad (phase VII) and noted with appreciation that Chad reported 2014 Article 7 data indicating that the country is in compliance with the Montreal Protocol. The Executive Committee acknowledged with appreciation the efforts of the NOU to coordinate the implementation of stage I of the HPMP, and is hopeful that in the next two years, Chad will continue with the implementation of the IS project and HCFC phase-out activities with outstanding success.

#### Comoros (the)

8. The Executive Committee reviewed the renewal of the IS project for Comoros (phase IX) and noted with appreciation that Comoros reported 2014 Article 7 data indicating that the country sustained the freeze in HCFC consumption. The Executive Committee acknowledged with appreciation the efforts of the NOU to coordinate the implementation of the HPMP demonstrating the commitment of Comoros to phase-out HCFCs in accordance with the Montreal Protocol. The Executive Committee is confident that the country will continue implementing activities both at the project and policy levels in order to meet the forthcoming Montreal Protocol control measures.

#### Congo (the)

9. The Executive Committee reviewed the renewal of the IS project for Congo (phase IX) and noted with appreciation that Congo reported 2014 Article 7 data indicating that the country is in compliance with the Montreal Protocol. The Executive Committee acknowledged with appreciation the efforts of the NOU to coordinate the implementation of the HPMP which demonstrated the country's commitment to achieve compliance with the HCFC control measures, and is therefore hopeful that in the next two years, Congo will continue with the implementation of the IS project and HCFC phase-out activities with outstanding success.

#### Costa Rica

10. The Executive Committee reviewed the renewal of the IS project for Costa Rica (phase XI) and noted with appreciation that Costa Rica reported 2014 Article 7 data indicating that the country is in compliance with the Montreal Protocol. The Executive Committee is pleased to note that the country is taking the necessary steps to meet the targets of the Montreal Protocol related to HCFCs. The Executive Committee commends the Government of Costa Rica for the implementation of stage I of the HPMP and the awareness programme conducted during phase X of the IS project, noting the efforts to increase public awareness of the linkage between ozone layer protection and climate change. The Executive Committee is pleased to note that Costa Rica is an active member of the regional network sharing its Montreal Protocol experience and expertise with other members and is hopeful that Costa Rica will continue with the implementation of its planned activities with outstanding success, and will sustain and build upon its current ODS phase-out achievements.

#### Cuba

11. The Executive Committee reviewed the renewal of the IS project for Cuba (phase X) and noted with appreciation that Cuba reported 2014 Article 7 data indicating that the country is in compliance with the Montreal Protocol. The Executive Committee commends the Government of Cuba for the effective implementation of stage I of the HPMP and the awareness programme conducted during phase IX of the IS project, and noted the efforts to strength the facilities for training on new technologies and ODS alternatives for refrigeration and air-conditioning. The Executive Committee is pleased to note that Cuba is an active member of the regional network sharing its Montreal Protocol experience and expertise with other members and is hopeful that Cuba will continue with the implementation of its planned activities with outstanding success and progress, and will sustain and build upon its current ODS phase-out achievements.

#### Gabon

12. The Executive Committee reviewed the renewal of the IS project for Gabon (phase IX) and noted with appreciation that Gabon reported 2014 data indicating that the country sustained the freeze in HCFC consumption, and the efforts of the NOU to coordinate the implementation of the HPMP which demonstrated its strong commitment to achieving compliance with the HCFC control measures. The Executive Committee is hopeful that in the next two years, Gabon will continue with the implementation of the IS project and HCFC phase-out activities with outstanding success.

#### Grenada

13. The Executive Committee reviewed the renewal of the IS project for Grenada (phase V) and noted with appreciation that Grenada reported Article 7 data indicating it is in compliance with the Montreal Protocol. Furthermore the Executive Committee is pleased that Grenada submitted 2014 country programme implementation data to the Fund Secretariat and that the country effectively enforced its licensing and quota system, and is therefore hopeful that, within the next two years, Grenada will continue with the implementation of its IS project and HPMP in order to achieve compliance with the HCFC consumption reduction targets.

#### Haiti

14. The Executive Committee reviewed the renewal of the IS project for Haiti (phase IV) and noted with appreciation that over the past five years the country reported Article 7 data as well as country

programme implementation data. The Executive Committee acknowledged with appreciation that Haiti is in compliance with the Montreal Protocol. The Executive Committee noted that the first tranche of the HPMP for Haiti is being implemented according to prevailing circumstances despite the delay in the submission of the second tranche. The Executive Committee is hopeful that Haiti will continue activities both at the project and policy levels to enable the country to meet the future Montreal Protocol control measures.

#### **Honduras**

15. The Executive Committee reviewed the renewal of the IS project for Honduras (phase VIII) and noted with appreciation that Honduras reported 2014 Article 7 data and 2014 country programme implementation data. The Executive Committee acknowledged with appreciation that Honduras is in compliance with the Montreal Protocol. The Executive Committee noted that implementation of the second tranche of stage I of the HPMP for Honduras is proceeding satisfactorily and is therefore confident that Honduras will continue activities both at the project and policy levels to enable the country to achieve and sustain compliance with the HCFC consumption reduction targets.

#### Indonesia

16. The Executive Committee reviewed the renewal of the IS project for Indonesia (phase X) and noted with appreciation that Indonesia reported 2014 Article 7 data indicating that the country is in compliance with the Montreal Protocol. The Executive Committee also noted the successful implementation of various policy and regulatory initiatives for effective ODS monitoring and control, and the coordination with national agencies and stakeholders in managing and monitoring of the ODS phase-out. The Executive Committee is hopeful that in the next two years, Indonesia will continue successful coordination with other national agencies and stakeholders in implementing policies and regulations to sustain ODS phase-out, strengthening national management capacity to achieve and sustain compliance with the HCFC consumption reduction targets.

#### Jamaica

17. The Executive Committee reviewed the renewal of the IS project for Jamaica (phase IX) and noted with appreciation that Jamaica reported 2014 Article 7 data indicating that the country is in compliance with the Montreal Protocol. The Executive Committee also expressed appreciation for the timely submission of country programme implementation data to the Fund Secretariat and for the effective ODS licensing and quota system in Jamaica. The Executive Committee acknowledged with appreciation that Jamaica had strengthened and enforced its licensing system in cooperation with the national customs administration, and is confident that Jamaica will achieve compliance with the HCFC consumption reduction targets, and maintain zero consumption of other ODS.

#### Liberia

18. The Executive Committee reviewed the renewal of the IS project for Liberia (phase VI) and noted with appreciation that Liberia reported 2014 Article 7 data indicating that the country was in compliance with the Montreal Protocol, and had submitted 2013 and 2014 country programme data. The Executive Committee acknowledged that Liberia had faced particular challenges due to the Ebola crisis and is pleased that the country had made exceptional efforts to deal with the risk of illegal trade of ODS as a result of the crisis. The Executive Committee expressed the expectation that, during the next two years, Liberia will continue with the implementation of its IS project and HCFC phase-out activities with

outstanding success in order to achieve and maintain compliance with the HCFC consumption reduction targets.

#### Malaysia

19. The Executive Committee reviewed the renewal of the IS project for Malaysia (phase XI) and noted with appreciation that Malaysia reported 2014 Article 7 data indicating that the country is in compliance with the Montreal Protocol. The Executive Committee also noted with appreciation that Malaysia had successfully completed the foam sector and servicing sector projects by 30 June 2015, and the effective monitoring and coordination of ODS phase-out activities with active involvement from industries and key stakeholders which played an important role in assisting the country to phase out HCFCs. For the next two years, Malaysia will continue to implement policies and regulations to sustain ODS phase-out and, strengthen its national management capacity and improve its ODS legislation and licensing system. The Executive Committee is hopeful that Malaysia will continue to build on the progress achieved and the experience of ODS phase-out activities to achieve the subsequent reductions in HCFC consumption.

#### Nicaragua

20. The Executive Committee reviewed the renewal of the IS project for Nicaragua (phase VIII) and noted with appreciation that Nicaragua reported 2014 Article 7 data indicating the country is in compliance with the Montreal Protocol, and that 2014 country programme implementation data for Nicaragua had been submitted to the Fund Secretariat in a timely manner. The Executive Committee is pleased that the implementation of the HPMP is proceeding satisfactorily, and is therefore confident that Nicaragua will continue activities both at the project and policy levels to enable the country to meet and sustain compliance with the HCFC consumption reduction targets.

#### Niger (the)

21. The Executive Committee reviewed the renewal of the IS project for Niger (phase X) and noted with appreciation that Niger reported 2014 data indicating that the country achieved the freeze in HCFC. The Executive Committee acknowledged with appreciation the efforts of the NOU to coordinate the implementation of the HPMP, which demonstrated its commitment to the phase-out of HCFC consumption, and is, therefore hopeful that in the next two years, Niger will continue with the implementation of ODS phase-out activities with outstanding success.

#### Niue

22. The Executive Committee reviewed the renewal of the IS project for Niue (phase VI) and noted with appreciation that the country reported 2014 Article 7 data and 2014 country programme implementation data and is in compliance with the Montreal Protocol. The Executive Committee appreciates the efforts of Niue to phase out the consumption of HCFCs and expressed the expectation that in the next two years, Niue will continue with the effective implementation of its licensing and quota system and maintain compliance with the Montreal Protocol.

#### Panama

23. The Executive Committee reviewed the renewal of the IS project for Panama (phase VII) and noted with appreciation that Panama reported 2014 Article 7 data indicating that the country is in compliance with the Montreal Protocol. The Executive Committee commends the Government of Panama

for the implementation of stage I of the HPMP, the follow-up controls on HCFCs, and the building of a registry of HCFC importers, and the work carried out by Panama to train custom officers in HCFC control, and technicians on new technology and alternatives in refrigeration and air-conditioning. The Executive Committee is hopeful that Panama will continue with the implementation of its planned activities with outstanding progress, and will sustain and build upon its current state of reductions in ODS consumption.

#### Rwanda

24. The Executive Committee reviewed the renewal of the IS project for Rwanda (phase VI) and noted with appreciation that Rwanda reported 2014 Article 7 data indicating that the country is in compliance with the Montreal Protocol. The Executive Committee appreciates the introduction of the HCFC licensing and quota system and the efforts to control imports of HCFCs and thus reduce HCFC consumption. The Executive Committee expressed the expectation that in the next two years, Rwanda will continue to strengthen its licensing and quota system and to enhance cooperation with implementing agencies in order to implement the IS project and HPMP, and sustain and build upon its current levels of reductions in ODS in accordance with the Montreal Protocol's control measures.

#### Senegal

25. The Executive Committee reviewed the renewal of the IS project for Senegal (phase XI) and noted with appreciation that Senegal reported 2014 data indicating that the country sustained the freeze in HCFC consumption. The Executive Committee noted the efforts of the NOU to coordinate the implementation of the HPMP, and is therefore hopeful that in the next two years, Senegal will continue with the implementation of HCFC phase-out activities with outstanding success.

#### **Seychelles**

26. The Executive Committee reviewed the renewal of the IS project for Seychelles (phase VII) and noted with appreciation that Seychelles reported 2014 Article 7 data indicating that the country is in compliance with the Montreal Protocol, and also submitted its country programme data for 2013 and 2014 using the web-based system in advance of the deadline of 1 May. The Executive Committee appreciates the efforts of Seychelles to reduce imports of HCFCs and expressed the expectation that in the next two years, Seychelles will continue with the implementation of the licensing and quota system and reduce HCFC consumptions as part of its efforts to achieve complete HCFC phase-out earlier than required under the Montreal Protocol.

#### Sierra Leone

27. The Executive Committee reviewed the report presented with the IS project renewal request for Sierra Leone (phase VI) and noted the successful implementation of activities despite the difficulties faced by the country during the Ebola outbreak in the region. The Executive Committee is pleased to note that the delays to IS activities have been resolved and that a national ozone officer has been appointed. The Executive Committee noted with appreciation that the country reported 2014 Article 7 data indicating compliance with the Montreal Protocol, and had submitted 2014 country programme data to the Fund Secretariat. The Executive Committee is pleased with the establishment and enforcement of a licensing and quota system for HCFC imports and the efforts to engage all key stakeholders involved in ODS phase-out activities, and is, therefore hopeful that, during the next two years, Sierra Leone will continue

with the implementation of the IS project and HPMP with outstanding success in order to achieve and maintain compliance with the HCFC consumption reduction targets.

#### Sudan (the)

28. The Executive Committee reviewed the renewal of the IS project for Sudan (phase VIII) and noted with appreciation that Sudan reported data indicating that the country is in compliance with the Montreal Protocol. The Executive Committee also noted with appreciation the submission of country programme data to the Fund Secretariat and the activities reported during the seventh phase including the implementation of the HCFC licensing and quota system. The Executive Committee is therefore hopeful that Sudan will continue the implementation of the IS project, the methyl bromide technical assistance project and HPMP with success in order to achieve compliance with the HCFC consumption reduction targets.

#### Uruguay

29. The Executive Committee reviewed the renewal of the IS project for Uruguay (phase XI) and noted with appreciation that Uruguay reported 2014 Article 7 data indicating that the country is in compliance with the Montreal Protocol. The Executive Committee commends the Government of Uruguay for the implementation of stage I of the HPMP, and noted the efforts to ensure effective collaboration between the NOU, customs officers and stakeholders; the work carried out to control HCFC imports and exports; the strengthening of facilities for training on new technologies and ODS alternatives for refrigeration and air-conditioning; and public awareness activities. The Executive Committee is hopeful that Uruguay will continue with the implementation of its planned activities with outstanding success and progress, and will sustain and build upon its current ODS phase-out achievements.

#### 2016 COMPLIANCE ASSISTANCE PROGRAMME (CAP) BUDGET

Bud Ln	Component	Location			CAP 2013 Approved ExCom 68	CAP 2014 Approved ExCom 71	CAP 2015 Approved ExCom 73	CAP 2016 Approved ExCom 75
ROJECT PE	RSONNEL COMPONENT							
	Title/Description		Grade	w/m				
1101	Head of Branch	Paris	D1	12	211,000	217,000	250,000	253,000
1102	Senior Environment Officer - Network & Policy	Paris	P5	12	230,000	237,000	245,000	248,000
1103	Programme Officer - Capacity Building	Paris	P4	12	214,000	221,000	214,000	217,000
1104	Information Manager	Paris	P4	12	201,000	207,000	214,000	217,000
1105	Monitoring & Administration Officer*	Paris	P3	0	0	0	0	0
1106	Programme Officer - Policy & Tech Support	Paris	P4	12	185,000	190,000	214,000	217,000
1107	Programme Officer - HCFC	Paris	P3	12	169,000	174,000	180,000	182,000
1108	Programme Officer - ECA / Paris	Paris / ECA	P3	12	169,000	174,000	180,000	182,000
1111	ECA Regional Network Coordinator	Paris / ECA	P4	12	201,000	207,000	214,000	217,000
1121	ROAP Senior Regional Network Coordinator - SA	Bangkok	P5	12	194,000	200,000	206,000	209,000
1122	ROAP Regional Network Coordinator - SEAP	Bangkok	P4	12	170,000	175,000	181,000	183,000
1123	ROAP Coordinator - Transregional Capacity Building	Bangkok	P4	12	170,000	175,000	181,000	183,000
1124	ROAP Programme Officer - HPMP	Bangkok	P3	12	170,000	175,000	181,000	148,000
1125	ROAP Programme Officer - HPMP	Bangkok	P3	12	138,000	142,000	146,000	148,000
1131	ROWA Regional Network Coordinator	Manama	P4	12	196,000	201,000	208,000	211,000
1132	ROWA Programme Officer - HPMP	Manama	P5	12	196,000	201,000	208,000	223,000
1133	ROWA Programme Officer - HPMP	Manama	P3	12	165,000	170,000	175,000	203,000
1141	ROA Senior Regional Network Coordinator*	Nairobi	P5	12	214,000	220,000	0	0
1142	ROA Regional Network Coordinator - Francophone	Nairobi	P4	12	185,000	190,000	196,000	199,000
1143	ROA Regional Network Coordinator - Anglophone	Nairobi	P4	12	185,000	190,000	196,000	199,000
1144	ROA Programme Officer - HPMP	Nairobi	P3	12	152,000	156,000	161,000	163,000
1145	ROA Programme Officer - HPMP	Nairobi	P3	12	152,000	156,000	161,000	163,000
1146	ROA Programme Officer	Nairobi	P2	12			95,000	96,000
1147	ROA Programme Officer	Nairobi	P2	12			95,000	96,000
1151	ROLAC Regional Network Coordinator	Panama	P4	12	171,000	176,000	182,000	184,000
1152	ROLAC Regional Network - Caribbean	Panama	P4	12	171,000	176,000	182,000	184,000
1153	ROLAC Programme Officer - HPMP	Panama	P3	12	146,000	150,000	155,000	157,000
1154	ROLAC Programme Officer - HPMP	Panama	P3	12	146,000	150,000	155,000	157,000
1199 Sub-toto					4,501,000	4,630,000	4,775,000	4,839,000

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	Bud Ln	Component	Location			CAP 2013 Approved ExCom 68	CAP 2014 Approved ExCom 71	CAP 2015 Approved ExCom 73	CAP 2016 Approved ExCom 75
1300									
		Title/Description		Grade	w/m				
	1301	Principal Assistant HOB	Paris	G6	12	105,000	108,000	111,000	112,000
	1302	Programme Assistant - Regional Networks	Paris	G6	12	105,000	108,000	111,000	112,000
	1303	Programme Assistant - Clearinghouse	Paris	G6	12	105,000	108,000	111,000	112,000
	1304	Administration Assistant	Paris	G6	0	0	0	0	0
	1305	Programme Assistant	Paris	G5	12	93,000	96,000	99,000	100,000
	1306	Programme Assistant - Capacity Building	Paris	G5	12	93,000	96,000	99,000	100,000
	1307	Programme Assistant - Information	Paris	G5	12	93,000	96,000	99,000	100,000
	1311	Programme Assistant - ECA	Paris / ECA	G6	12	93,000	96,000	99,000	112,000
	1312	Budget & Finance Assistant*	Paris	G7	12				0
	1317	Temporary assistance CAP*	Regions			72,000	75,000	63,000	51,000
	1321	ROAP Programme Assistant - SA	Bangkok	G6	12	61,000	62,000	64,000	65,000
	1322	ROAP Programme Assistant - SEAP	Bangkok	G5	12	43,000	49,000	51,000	52,000
	1323	ROAP Programme Assistant - PIC	Bangkok	G5	12	48,000	49,000	51,000	52,000
	1324	ROAP Regional Outreach Assistant - HPMP	Bangkok	G6	12	46,000	55,000	57,000	58,000
	1331	ROWA Programme Assistant	Manama	G6	12	57,000	58,000	60,000	73,000
	1332	ROWA Programme Assistant	Manama	G6	12	57,000	58,000	60,000	73,000
	1333	ROWA Regional Outreach Assistant - HPMP*	Manama	G6	6	28,000	29,000	60,000	61,000
	1341	ROA Programme Assistant	Nairobi	G6	12	39,000	40,000	42,000	43,000
	1342	ROA Programme Assistant	Nairobi	G5	12	32,000	33,000	34,000	35,000
	1343	ROA Regional Outreach Assistant - HPMP	Nairobi	G6	12	35,000	36,000	42,000	43,000
	1344	ROA Programme Assistant	Nairobi	G6	12			42,000	43,000
	1351	ROLAC Programme Assistant	Panama	G4	12	40,000	29,000	30,000	31,000
	1352	ROLAC Regional Outreach Assistant - HPMP	Panama	G6	12	40,000	41,000	43,000	44,000
	1353	ROLAC Programme Assistant	Panama	G5	12	33,000	34,000	35,000	36,000
	1354	ROLAC Programme Assistant	Panama	G3	12	21,000	22,000	23,000	23,000
1399	Sub-total					1,339,000	1,378,000	1,486,000	1,531,000
1600									
	1601	Paris staff travel	Paris			205,000	171,000	171,000	171,000
	1610	ECA staff travel	Paris / ECA			26,000	30,000	30,000	25,000
	1620	ROAP staff travel	Bangkok			80,000	116,000	116,000	116,000
	1630	ROWA staff travel	Manama			60,000	60,000	60,000	45,000

	Bud Ln	Component	Location	CAP 2013 Approved ExCom 68	CAP 2014 Approved ExCom 71	CAP 2015 Approved ExCom 73	CAP 2016 Approved ExCom 75
	1640	ROA staff travel	Nairobi	143,000	143,000	143,000	121,000
	1650	ROLAC staff travel	Panama	96,000	90,000	70,000	70,000
1699	Sub-total			610,000	610,000	590,000	548,000
1999	COMPO	NENT TOTAL		6,450,000	6,618,000	6,851,000	6,918,000
SUB C	ONTRAC	T COMPONENT					
2200							
	2110	ECA Sub-contracts with supporting organizations	Paris / ECA	35,000	35,000	25,000	
	2120	ROAP Sub-contracts with supporting organizations	Bangkok	20,000	20,000	20,000	
	2130	ROWA Sub-contracts with supporting organizations	Manama	50,000	50,000	20,000	
	2140	ROA Sub-contracts with supporting organizations	Nairobi	28,000	28,000	13,000	
	2150	ROLAC Sub-contracts with supporting organizations	Panama	15,000	15,000	15,000	
	2210	ECA Regional awareness raising	Paris / ECA	10,000	10,000	15,000	15,000
	2220	ROAP Regional awareness raising	Bangkok	44,000	54,000	49,000	49,000
	2230	ROWA Regional awareness raising	Manama	20,000	20,000	10,000	10,000
	2240	ROA Regional awareness raising	Nairobi	39,000	64,000	64,000	64,000
	2250	ROLAC Regional awareness raising	Panama	75,000	40,000	30,000	30,000
2299	Sub-total			336,000	336,000	261,000	168,000
2300							
	2301	Technical and policy information materials	Paris	70,000	80,000	80,000	0
	2302	Clearing house	Paris	192,000	150,000	150,000	180,000
	2303	Capacity Building , Technical & Policy Materials	Paris	80,000	112,000	112,000	120,000
***	2304	NOO training programme launched					42,000
***	2305	Refrigerant drivers licence launched					60,000
***	2306	Global training in refrigeration servicing sector					77,000
***	2307	ODS management in fishing sector					42,000
	2308	Emerging needs					75,000
2399	Sub-total			342,000	342,000	342,000	596,000
2999	COMPO	NENT TOTAL		678,000	678,000	603,000	764,000
TRAIN	NING CON	MPONENT					
3300							
	3210	ECA South-South cooperation	ECA	20,000	20,000	20,000	10,000
	3220	ROAP South-South cooperation	Bangkok	48,000	48,000	43,000	10,000
	3230	ROWA South-South cooperation	Manama	33,000	33,000	33,000	10,000

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	Bud Ln	Component	Location	CAP 2013 Approved ExCom 68	CAP 2014 Approved ExCom 71	CAP 2015 Approved ExCom 73	CAP 2016 Approved ExCom 75
	3240	ROA South-South cooperation	Nairobi	31,000	31,000	31,000	10,000
	3250	ROLAC South-South cooperation	Panama	45,000	45,000	40,000	10,000
	3301	Advisory and consultative Meetings - Paris	Paris	32,000	32,000	32,000	32,000
	3310	ECA network meetings/thematic workshops	ECA	160,000	160,000	160,000	125,000
	3321	ROAP network meetings/thematic workshops - SA	Bangkok	72,000	72,000	72,000	72,000
	3322	ROAP network meetings/thematic workshops - SEAP	Bangkok	50,000	50,000	50,000	50,000
	3323	ROAP network meetings/thematic workshops - PIC	Bangkok	60,000	60,000	60,000	60,000
	3330	ROWA network meetings/thematic workshops	Manama	86,000	86,000	86,000	80,000
	3340	ROA network meetings/thematic workshops	Nairobi	281,000	281,000	281,000	281,000
	3350	ROLAC network meetings/thematic workshops	Panama	192,000	204,000	224,000	224,000
3399	Sub-total			1,110,000	1,122,000	1,132,000	974,000
3999	COMPO	NENT TOTAL		1,110,000	1,122,000	1,132,000	974,000
EQUIF	MENT A	ND PREMISES COMPONENT					
4100							
	4101	Office supplies - Paris and ECA	Paris / ECA	15,000	15,000	15,000	15,000
	4110	Office supplies - Regions	Regional	25,000	25,000	25,000	25,000
4199	Sub-total			40,000	40,000	40,000	40,000
4200							
	4201	Office equipment / computer - Paris and ECA	Paris / ECA	22,000	22,000	22,000	22,000
	4210	Office equipment / computer - Regions	Regional	33,000	33,000	33,000	33,000
4299	Sub-total			55,000	55,000	55,000	55,000
4300							
	4301	Office rental - Paris and ECA**	Paris / ECA	360,000	360,000	340,000	351,000
	4310	Office rental - Regions	Regional	151,000	151,000	179,000	179,000
4399	Sub-total			511,000	511,000	519,000	530,000
4999	COMPO	NENT TOTAL		606,000	606,000	614,000	625,000
MISCI	ELLANEO	US COMPONENT					
5100							
	5101	Rental and maintenance of office equipment - Paris and ECA	Paris / ECA	22,000	22,000	22,000	22,000
	5110	Rental and maintenance of office equipment - Regions	Regional	33,000	33,000	33,000	33,000
5199	Sub-total			55,000	55,000	55,000	55,000
5200							
	5201	Reporting/reproduction costs	Paris / ECA	11,000	11,000	11,000	11,000

	Bud Ln	Component	Location		CAP 2013 Approved ExCom 68	CAP 2014 Approved ExCom 71	CAP 2015 Approved ExCom 73	CAP 2016 Approved ExCom 75
	5210	Translations	Regional		36,000	36,000	36,000	36,000
5299	Sub-total				47,000	47,000	47,000	47,000
5300								
	5301	Communication & dissemination - Paris and ECA	Paris / ECA		123,000	123,000	68,000	68,000
	5310	Communication - Regions	Regional		89,000	89,000	89,000	89,000
5399	Sub-total				212,000	212,000	157,000	157,000
5999	COMPO	NENT TOTAL			314,000	314,000	259,000	259,000
99	TOTAL	DIRECT PROJECT COST			9,158,000	9,338,000	9,459,000	9,540,000
	Programi	ne support costs (8%)			732,640	747,040	756,720	763,200
GRAN	D TOTAL	L			9,890,640	10,085,040	10,215,720	10,303,200
		Proposed cost sharing on 8%						
		Fund Management Officer	P3					180,000
		Budget & Finance Assistant*	G7					120,000
		Administration Assistant	G6					111,000
		Total						411,000

<sup>\*</sup> New administrative post to be funded through PSC

Note on all other Budget Lines: unspent balances will be returned

<sup>\*\*</sup> Move to UNESCO (additional costs) and vacant posts filled in the regions

<sup>\*\*\* 2304, 2305, 2306 &</sup>amp; 2307 activities & budget to be carried to 2017.

#### Annex XVIII

# AGREEMENT BETWEEN THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROCHLOROFLUOROCARBONS IN ACCORDANCE WITH STAGE II OF THE HCFC PHASE-OUT MANAGEMENT PLAN

- 1. This Agreement represents the understanding of the Government of the Federative Republic of Brazil (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 730.02 ODP tonnes by 1 January 2021 in compliance with Montreal Protocol schedule.
- 2. The Country agrees to meet the annual consumption limits of the 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 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 and 4.5.3 (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 ("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 stage II of the HCFC phase-out management plan (HPMP) approved ("the Plan"). In accordance with sub-paragraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of the Substances as set out in row 1.2 of Appendix 2-A of this Agreement. The aforementioned verification will be commissioned by the relevant bilateral or implementing agency.
- 5. The Executive Committee will not provide the Funding in accordance with the Funding Approval Schedule unless the Country satisfies the following conditions at least eight 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, unless the Executive Committee decided that such verification would not be required:
  - (c) That the Country had submitted a Tranche Implementation Report in the form of 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 the form of Appendix 4-A covering each calendar year until and including the year for which the funding schedule foresees the submission of the next tranche or, in case of the final tranche, until completion of all activities foreseen.
- 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 Appendix 5-A. This monitoring will also be subject to independent verification as described in paragraph 4 above.
- 7. The Executive Committee agrees that the Country may have the flexibility to reallocate part or all of the approved funds, according to the evolving circumstances to achieve the smoothest reduction of consumption and phase-out of the Substances specified in Appendix 1-A:
  - (a) Reallocations categorized as major changes must be documented in advance either in a Tranche Implementation Plan as foreseen in sub-paragraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted eight 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 which would modify any clause of this Agreement;
    - (iii) Changes in the annual levels of funding allocated to individual bilateral or implementing agencies for the different tranches; and
    - (iv) Provision of funding for programmes or 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;
  - (b) Reallocations not categorized as major changes may be incorporated in the approved Tranche Implementation Plan, under implementation at the time, and reported to the Executive Committee in the subsequent Tranche Implementation Report;
  - (c) Should the Country decide during implementation of the Agreement to introduce an alternative technology other than that proposed in the Plan, this would require approval by the Executive Committee as part of a Tranche Implementation Plan or the revision of the approved plan. Any submission of such a request for change in technology would identify the associated incremental costs, the potential impact to the climate, and any differences in ODP tonnes to be phased out if applicable. 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;

- (d) Any enterprise to be converted to non-HCFC technology included in the Plan and that would be found to be ineligible under the guidelines of the Multilateral Fund (i.e., due to foreign ownership or establishment post the 21 September 2007 cut-off date), will not receive assistance. This information would be reported to the Executive Committee as part of the Tranche Implementation Plan;
- (e) The Country agrees, in cases where HFC technologies have been chosen as an alternative HCFC, and taking into account national circumstances related to health and safety: to monitor the availability of substitutes and alternatives that further minimize impacts on the climate; to consider, in the review of regulations standards and incentives adequate provisions that encourage introduction of such alternatives; and to consider the potential for adoption of cost-effective alternatives that minimize the climate impact in the implementation of the HPMP, as appropriate, and inform the Executive Committee on the progress accordingly in tranche implementation reports; and
- (f) 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 the activities in the refrigeration servicing sub-sector included in the Plan, in particular:
  - (a) The Country would use the flexibility available under this Agreement to address specific needs that might arise during project implementation; and
  - (b) The Country and the relevant bilateral and/or implementing agencies will take into consideration decision 72/41 during the implementation of the Plan.
- 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"); UNIDO and the Governments of Germany and Italy 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 co-ordinated planning, implementation and reporting of all activities under this Agreement, including but not limited to independent verification as per sub-paragraph 5(b). This responsibility includes the necessity to co-ordinate with the Cooperating IAs to ensure appropriate timing and sequence of activities in the implementation. The Cooperating IAs will support the Lead IA by implementing the activities listed in Appendix 6-B under the overall co-ordination of the Lead IA. The Lead IA and Cooperating IAs will reach consensus on the arrangements regarding inter-agency planning including regular co-ordination meetings, reporting and responsibilities under this Agreement in order to facilitate a co-ordinated implementation of the Plan. 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, 2.6 and 2.8 of Appendix 2-A.
- 11. 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 ("Reductions in Funding for Failure to Comply") in respect of each ODP kilogram 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 not 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 decision 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.
- 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 sub-paragraph 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 sub-paragraphs 1(a), 1(b), 1(d), and 1(e) of Appendix 4-A will continue until the time of the completion of the Plan unless otherwise specified by the Executive Committee.
- 15. 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	792.0
HCFC-141b	C	I	521.7
HCFC-142b	C	I	5.6
HCFC-123	C	I	0.3
HCFC-124	C	I	7.7
Total			1,327.3

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

Row	Particulars	2015	2016	2017	2018	2019	2020	2021	Total
1.1	Montreal Protocol reduction schedule of Annex C, Group I substances (ODP tonnes)	1,194.60	1,194.60	1,194.60	1,194.60	1,194.60	862.74	862.74	n/a
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	1,194.60	1,194.60	1,194.60	1,194.60	1,194.60	862.74	730.02	n/a
2.1	Lead IA (UNDP) agreed funding (US \$)	3,078,900	0	4,127,704	8,168,396	0	1,395,000	0	16,770,000
2.2	Support costs for Lead IA (US \$)	215,523	0	288,939	571,788	0	97,650	0	1,173,900
2.3	Cooperating IA (UNIDO) agreed funding (US \$)	1,950,275	0	0	6,420,039	0	2,846,383	0	11,216,697
2.4	Support costs for Cooperating IA (US \$)	136,519	0	0	449,403	0	199,247	0	785,169
2.5	Cooperating IA (Germany) agreed funding (US \$)	1,299,386	0	686,978	3,863,637	0	1,004,545	872,727	7,727,273
2.6	Support costs for Cooperating IA (US \$)	144,614	0	76,457	430,000	0	111,800	97,129	860,000
2.7	Cooperating IA (Italy) agreed funding (US \$)	250,000	0	0	0	0	0	0	250,000
2.8	Support costs for Cooperating IA (US \$)	32,500	0	0	0	0	0	0	32,500
3.1	Total agreed funding (US \$)	6,578,561	0	4,814,682	18,452,072	0	5,245,928	872,727	35,963,970
3.2	Total support costs (US \$)	529,156	0	365,396	1,451,191	0	408,697	97,129	2,851,569
3.3	Total agreed costs (US \$)	7,107,717	0	5,180,078	19,903,263	0	5,654,625	969,856	38,815,539
4.1.1	1.1 Total phase-out of HCFC-22 agreed to be achieved under this Agreement (ODP tonnes)								163.16
4.1.2								51.50	
4.1.3								577.34	
4.2.1								300.90	
4.2.2								168.80	
4.2.3	Remaining eligible consumption for HCFC-141b (ODP tonnes)							52.00	
4.3.1	Total phase-out of HCFC-142b agreed to be achieved under this Agreement (ODP tonnes)							0.00	
4.3.2	Phase-out of HCFC-142b to be achieved in previously approved projects (ODP tonnes)							0.00	
4.3.3	Remaining eligible consumption for HCFC-142b (ODP tonnes)							5.60	
4.4.1								0.00	
4.4.2	, and the second							0.00	
4.4.3	.3 Remaining eligible consumption for HCFC-123 (ODP tonnes)							0.30	
4.5.1	.1 Total phase-out of HCFC-124 agreed to be achieved under this Agreement (ODP tonnes)							0.00	
4.5.2	.2 Phase-out of HCFC-124 to be achieved in previously approved projects (ODP tonnes)							0.00	
4.5.3	5.3 Remaining eligible consumption for HCFC-124 (ODP tonnes)							7.70	

#### 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 TRANCHE IMPLEMENTATION REPORTS AND PLANS

- 1. The submission of the Tranche Implementation Report and Plans for each tranche request will consist of five parts:
  - (a) A narrative report, with data provided by calendar year, regarding the progress since the year prior to the previous report, reflecting 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 Tranche 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) of the Agreement and can in addition also include information on activities in the current year;
  - (b) An independent verification report of the Plan results and the consumption of the Substances mentioned in Appendix 1-A, as per sub-paragraph 5(b) of the Agreement. If not decided otherwise by the Executive Committee, such a verification has to be provided together with each tranche request and will have to provide verification of the consumption for all relevant years as specified in sub-paragraph 5(a) of the Agreement for which a verification report has not yet been acknowledged by the Committee;
  - (c) A written description of the activities to be undertaken until and including the year of the planned submission of the next tranche request, highlighting 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 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 cover the years specified in sub-paragraph 5(d) of the Agreement. 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 sub-paragraph (b) above;
  - (d) A set of quantitative information for all Tranche Implementation Reports and 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(a) above) and the plan (see sub-paragraph 1(c) above), the Tranche Implementation Plan and any changes to the overall plan, and will cover the same time periods and activities; and

- (e) An Executive Summary of about five paragraphs, summarizing the information of the above sub-paragraphs 1(a) to 1(d).
- 2. In the event that in a particular year more than one stage of the HPMP are being implemented in parallel, the following considerations should be taken in preparing the Tranche Implementation Reports and Plans:
  - (a) The Tranche Implementation Reports and Plans referred to as part of this Agreement, will exclusively refer to activities and funds covered by this Agreement; and
  - (b) If the stages under implementation have different HCFC consumption targets in a particular year, the lower HCFC consumption target will be used as reference for compliance with the HPMP Agreements and for the independent verification.

#### **APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES**

- 1. The Ministry of Environment (Ministério do Meio Ambiente MMA) is responsible for the overall coordination of activities to be undertaken in the HPMP and acts as the National Ozone Unit (NOU). The Brazilian Institute of Environment and Natural Renewable Resources (IBAMA) is the enforcement institution linked to MMA which is responsible for carrying out national policies and legislations regarding the control of ODS. The NOU (under MMA) monitors at the managerial level the consumption of all ODS. IBAMA controls through the licensing system, the ODS consumption (import and export) and at the end-user level. The Lead and Cooperating IAs will be responsible for implementing and monitoring the activities under their responsibility.
- 2. The Government has offered and intends to offer continuity of activities and endorsement for the projects over the next years as specified in the regulatory actions component and the list of activities of the institutional strengthening project. This will guarantee the success of any activity approved for the Country.
- 3. Close monitoring of all activities and coordination between stakeholders is an essential element of the HPMP and is key to reach compliance. There will be regular co-ordination meetings with industry stakeholders, HCFC importers, relevant Government stakeholders (i.e. PROZON), various industrial associations, and all sectors involved, in order to enact the necessary agreements and measures to carry out the investment and non-investment activities on time and in a coordinated manner. In the manufacturing sector the implementation process and the achievement of the phase-out will be monitored through site visits at the enterprise level. Yearly monitoring will be carried out through the ODS licensing and quota system. Verification site visits will be undertaken by independent international experts and a verifier.

#### 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 HPMP:
  - (b) Assisting the Country in 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 is reflected in updates of the overall plan and in future Tranche Implementation Plans consistent with sub-paragraphs 1(c) and 1(d) of Appendix 4-A;
- (e) Fulfilling the reporting requirements for the Tranche Implementation Reports and Plans and the overall plan as specified in Appendix 4-A for submission to the Executive Committee. The reporting requirements include the reporting about activities undertaken by the Cooperating IAs;
- (f) Ensuring that appropriate independent technical experts carry out the technical reviews;
- (g) Carrying out required supervision missions;
- (h) Ensuring the presence of an operating mechanism to allow effective, transparent implementation of the Tranche Implementation Plan and accurate data reporting;
- (i) Co-ordinating the activities of the Cooperating IAs, and ensuring appropriate sequence of activities:
- (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 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;
- (k) Ensuring that disbursements made to the Country are based on the use of the indicators; and
- (1) 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 and the consumption of the Substances mentioned in Appendix 1-A, as per sub-paragraph 5(b) of the Agreement and sub-paragraph 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 refer to the Lead IA to ensure a co-ordinated sequence in the activities; and
  - (c) Providing reports to the Lead IA on these activities, for inclusion in the consolidated reports as per Appendix 4-A.

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

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US \$154.98 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. In the event that the penalty needs to be applied for a year in which there are two Agreements in force (two stages of the HPMP being implemented in parallel) with different penalty levels, the application of the penalty will be determined on a case-by-case basis taking into consideration the specific sectors related to the non-compliance. If it is not possible to determine a sector, or both stages are addressing the same sector, the penalty level to be applied would be the largest.

#### **Annex XIX**

# AGREEMENT BETWEEN THE GOVERNMENT OF COLOMBIA AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROCHLOROFLUOROCARBONS IN ACCORDANCE WITH STAGE II OF THE HCFC PHASE-OUT MANAGEMENT PLAN

- 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 the ozone-depleting substances (ODS) set out in Appendix 1-A ("The Substances") to a sustained level of 78.96 ODP tonnes by 1 January 2021 in compliance with Montreal Protocol schedule.
- 2. The Country agrees to meet the annual consumption limits of the 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 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 (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 the stage II of the HCFC phase-out management plan (HPMP) approved ("the Plan"). In accordance with sub-paragraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of the Substances as set out in row 1.2 of Appendix 2-A of this Agreement. The aforementioned verification will be commissioned by the relevant bilateral or implementing agency.
- 5. The Executive Committee will not provide the Funding in accordance with the Funding Approval Schedule unless the Country satisfies the following conditions at least eight 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, unless the Executive Committee decided that such verification would not be required;
  - (c) That the Country had submitted a Tranche Implementation Report in the form of 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 the form of Appendix 4-A covering each calendar year until and including the year for which the funding schedule foresees the submission of the next tranche or, in case of the final tranche, until completion of all activities foreseen.
- 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. This monitoring will also be subject to independent verification as described in paragraph 4 above.
- 7. The Executive Committee agrees that the Country may have the flexibility to reallocate part or all of the approved funds, according to the evolving circumstances to achieve the smoothest reduction of consumption and phase-out of the Substances specified in Appendix 1-A:
  - (a) Reallocations categorized as major changes must be documented in advance either in a Tranche Implementation Plan as foreseen in sub-paragraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted eight 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 which would modify any clause of this Agreement;
    - (iii) Changes in the annual levels of funding allocated to individual bilateral or implementing agencies for the different tranches; and
    - (iv) Provision of funding for programmes or 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;
  - (b) Reallocations not categorized as major changes may be incorporated in the approved Tranche Implementation Plan, under implementation at the time, and reported to the Executive Committee in the subsequent Tranche Implementation Report;
  - (c) Should the Country decide during implementation of the Agreement to introduce an alternative technology other than that proposed in the Plan, this would require approval by the Executive Committee as part of a Tranche Implementation Plan or the revision of the approved plan. Any submission of such a request for change in technology would identify the associated incremental costs, the potential impact to the climate, and any differences in ODP tonnes to be phased out if applicable. 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;
  - (d) Any enterprise to be converted to non-HCFC technology included in the Plan and that would be found to be ineligible under the guidelines of the Multilateral Fund (i.e., due to foreign ownership or establishment post the 21 September 2007 cut-off date), will not receive assistance. This information would be reported to the Executive Committee as part of the Tranche Implementation Plan; and

- (e) 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 the activities in the refrigeration servicing sub-sector included in the Plan, in particular:
  - (a) The Country would use the flexibility available under this Agreement to address specific needs that might arise during project implementation; and
  - (b) The Country and the relevant bilateral and/or implementing agencies will take into consideration decision 72/41 during the implementation of the Plan.
- 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 the Government of Germany (GIZ) 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 co-ordinated planning, implementation and reporting of all activities under this Agreement, including but not limited to independent verification as per sub-paragraph 5(b). This responsibility includes the necessity to co-ordinate with the Cooperating IAs to ensure appropriate timing and sequence of activities in the implementation. The Cooperating IAs will support the Lead IA by implementing the activities listed in Appendix 6-B under the overall co-ordination of the Lead IA. The Lead IA and Cooperating IAs will reach consensus on the arrangements regarding inter-agency planning including regular co-ordination meetings, reporting and responsibilities under this Agreement in order to facilitate a co-ordinated implementation of the Plan. 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.
- 11. 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 ("Reductions in Funding for Failure to Comply") in respect of each ODP kilogram 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 not 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 decision that may affect the funding of any other consumption sector projects or any other related activities in the Country.

- 13. The Country will comply with any reasonable request of the Executive Committee, and the Lead IA and the Cooperating 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.
- 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 sub-paragraph 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 sub-paragraphs 1(a), 1(b), 1(d), and 1(e) of Appendix 4-A will continue until the time of the completion of the Plan unless otherwise specified by the Executive Committee.
- 15. 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	71.1
HCFC-141b	C	I	151.7
HCFC-123	С	I	2.2
HCFC-142b	С	I	0.5
HCFC-124*	С	I	0.0
Total	С	I	225.6

<sup>\*2009-2010</sup> average consumption of 0.04 ODP tonnes

# APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars	2015	2016	2017	2018	2019	2020	2021	Total
1.1	Montreal Protocol reduction schedule of Annex C, Group I	203.01	203.01	203.01	203.01	203.01	146.62	146.62	n/a
	substances (ODP tonnes)								
1.2	Maximum allowable total consumption of Annex C, Group I	203.01	203.01	203.01	203.01	203.01	90.24	78.96	n/a
	substances (ODP tonnes)								
2.1	Lead IA (UNDP) agreed funding (US \$)	2,342,591	0	0	1,268,007	635,749	0	257,134	4,503,481
2.2	Support costs for Lead IA (US \$)	163,981	0	0	88,761	44,502	0	17,999	315,244
2.3	Cooperating IA (UNEP) agreed funding (US \$)	50,000	0	0	50,000	50,000	0	25,000	175,000
2.4	Support costs for Cooperating IA (US \$)	6,500	0	0	6,500	6,500	0	3,250	22,750
2.5	Cooperating IA (Germany - GIZ) agreed funding (US \$)	325,800	0	0	162,900	0	0	54,300	543,000
2.6	Support costs for Cooperating IA (US \$)	41,838	0	0	20,919	0	0	6,973	69,730
3.1	Total agreed funding (US \$)	2,718,391	0	0	1,480,907	685,749	0	336,434	5,221,481
3.2	Total support costs (US \$)	212,319	0	0	116,180	51,002	0	28,222	407,724
3.3	Total agreed costs (US \$)	2,930,710	0	0	1,597,087	736,751	0	364,656	5,629,205
4.1.1	Total phase-out of HCFC-22 agreed to be achieved under this	Agreement (OI	OP tonnes)						24.52
4.1.2	Phase-out of HCFC-22 to be achieved in previously approved	projects (ODP	tonnes)						24.99
4.1.3	Remaining eligible consumption for HCFC-22 (ODP tonnes)								21.58
4.2.1	Total phase-out of HCFC-141b agreed to be achieved under the								97.78
4.2.2	Phase-out of HCFC-141b to be achieved in previously approve	ed projects (OD	P tonnes)						53.92
4.2.3	Remaining eligible consumption for HCFC-141b (ODP tonnes	s)							0
4.3.1	Total phase-out of HCFC-123 agreed to be achieved under this								0
4.3.2	Phase-out of HCFC-123 to be achieved in previously approved	d projects (ODF	tonnes)						0
4.3.3	Remaining eligible consumption for HCFC-123 (ODP tonnes)								2.21
4.4.1	Total phase-out of HCFC-142b agreed to be achieved under the	is Agreement (	ODP tonnes)						0
4.4.2	Phase-out of HCFC-142b to be achieved in previously approve	ed projects (OD	P tonnes)						0.49
4.4.3	Remaining eligible consumption for HCFC-142b (ODP tonnes)								
4.5.1	Total phase-out of HCFC-124 agreed to be achieved under this	s Agreement (C	DP tonnes)						0
4.5.2	Phase-out of HCFC-124 to be achieved in previously approved	l projects (ODF	tonnes)						0
4.5.3	Remaining eligible consumption for HCFC-124 (ODP tonnes)								0.04

#### 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 TRANCHE IMPLEMENTATION REPORTS AND PLANS

- 1. The submission of the Tranche Implementation Report and Plans for each tranche request will consist of five parts:
  - A narrative report, with data provided by calendar year, regarding the progress since the (a) year prior to the previous report, reflecting 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 Tranche 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) of the Agreement and can in addition also include information on activities in the current year;
  - (b) An independent verification report of the Plan results and the consumption of the Substances mentioned in Appendix 1-A, as per sub-paragraph 5(b) of the Agreement. If not decided otherwise by the Executive Committee, such a verification has to be provided together with each tranche request and will have to provide verification of the consumption for all relevant years as specified in sub-paragraph 5(a) of the Agreement for which a verification report has not yet been acknowledged by the Committee;
  - (c) A written description of the activities to be undertaken until and including the year of the planned submission of the next tranche request, highlighting 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 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 cover the years specified in sub-paragraph 5(d) of the Agreement. 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 sub-paragraph (b) above;
  - (d) A set of quantitative information for all Tranche Implementation Reports and 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(a) above) and the plan (see sub-paragraph 1(c) above), the Tranche Implementation Plan and any changes to the overall plan, and will cover the same time periods and activities; and

- (e) An Executive Summary of about five paragraphs, summarizing the information of the above sub-paragraphs 1(a) to 1(d).
- 2. In the event that in a particular year more than one stage of the HPMP are being implemented in parallel, the following considerations should be taken in preparing the Tranche Implementation Reports and Plans:
  - (a) The Tranche Implementation Reports and Plans referred to as part of this Agreement, will exclusively refer to activities and funds covered by this Agreement; and
  - (b) If the stages under implementation have different HCFC consumption targets in a particular year, the lower HCFC consumption target will be used as reference for compliance with the HPMP Agreements and for the independent verification.

### APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES

- 1. For the HPMP implementation in Colombia, the Ministry of Environment and Sustainable Development (MADS) is the entity responsible for the coordination and management of each and all related programs and activities. This Ministry is supported by Ozone Technical Unit (UTO), whom is currently part of the Group of Chemical Substances and Hazardous Waste of the Sectorial, Urban and Environmental Affairs Direction.
- 2. In MADS, UTO is in charge of coordination of activities with the support of the departments and/or divisions as follows: General Secretary, Juridical Advice Office, International Affairs Office, Communications Group and Climate Change Direction. Likewise, there is a permanent communication and information flow with the National Authority of Environmental Licensing (ANLA). UTO issues the necessary actions for the right development of activities in MADS, so that these have a public institutional character. The regional environmental authorities, called Regional Environmental Corporations (CARs) are fundamental implementing partners, who will work in co-ordination with the regional level UTO consultants.
- 3. Among the participating entities are: Ministry of External Affairs, Ministry of Health and Social Protection, Ministry of Trade, Industry and Tourism. Other entities in the Colombian State that also have participated and contributed to the HPMP execution and development are as follows: Direction of National Taxes and Customs (DIAN), National Learning Service (SENA), Unit of Mining and Energetic Planning (UPME), and the academy in general.
- 4. The coordinated work towards and together with private associations also have contributed to the monitoring and promotion activities. It would be important to mention associations such as National Association of Entrepreneurs (ANDI), the Colombian Professional Association of Air, Ventilation and Refrigeration (ACAIRE). Each and all of the mentioned institutions have rendered their collaborations within the frame of their duties in regard to the monitoring and implementation of the Montreal Protocol.
- 5. All the monitoring activities within the stage II of the HPMP will be co-ordinated and managed through its "Programme for the Management and Co-ordination" of the HPMP.
- 6. The co-ordination and monitoring shall be carried out in three levels. The first level is related to operational monitoring on projects of stage II of the HPMP. The second level is aimed at the previous verification to each of the disbursements established by the Multilateral Fund from the Montreal Protocol. The third level shall be aimed at impact monitoring and assessment of those projects in intermediate and/final stage.

#### 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 HPMP;
  - (b) Assisting the Country in 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 is reflected in updates of the overall plan and in future Tranche Implementation Plans consistent with sub-paragraphs 1(c) and 1(d) of Appendix 4-A;
  - (e) Fulfilling the reporting requirements for the Tranche Implementation Reports and Plans and the overall plan as specified in Appendix 4-A for submission to the Executive Committee. The reporting requirements include the reporting about activities undertaken by the Cooperating IAs;
  - (f) Ensuring that appropriate independent technical experts carry out the technical reviews;
  - (g) Carrying out required supervision missions;
  - (h) Ensuring the presence of an operating mechanism to allow effective, transparent implementation of the Tranche Implementation Plan and accurate data reporting;
  - (i) Co-ordinating the activities of the Cooperating IAs, and ensuring appropriate sequence of activities;
  - (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 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;
  - (k) Ensuring that disbursements made to the Country are based on the use of the indicators; and
  - (1) 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 and the consumption of the Substances mentioned in Appendix 1-A, as per sub-paragraph 5(b) of the Agreement and sub-paragraph 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 refer to the Lead IA to ensure a co-ordinated sequence in the activities; and
  - (c) Providing reports to the Lead IA on these activities, for inclusion in the consolidated reports as per Appendix 4-A.

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

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US \$97.31 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. In the event that the penalty needs to be applied for a year in which there are two Agreements in force (two stages of the HPMP being implemented in parallel) with different penalty levels, the application of the penalty will be determined on a case-by-case basis taking into consideration the specific sectors related to the non-compliance. If it is not possible to determine a sector, or both stages are addressing the same sector, the penalty level to be applied would be the largest.

#### Annex XX

# AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF GUYANA AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROCHLOROFLUOROCARBONS IN ACCORDANCE WITH STAGE II OF THE HCFC PHASE-OUT MANAGEMENT PLAN

- 1. This Agreement represents the understanding of the Government of the Republic of Guyana (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 0.05 ODP tonnes by 1 January 2025 and zero ODP tonnes by 2030 in compliance with Montreal Protocol schedules.
- 2. The Country agrees to meet the annual consumption limits of the 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 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 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 the stage II of the HCFC phase-out management plan (HPMP) approved ("the Plan"). In accordance with sub-paragraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of the Substances as set out in row 1.2 of Appendix 2-A of this Agreement. The aforementioned verification will be commissioned by the relevant bilateral or implementing agency.
- 5. The Executive Committee will not provide the Funding in accordance with the Funding Approval Schedule unless the Country satisfies the following conditions at least eight 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, unless the Executive Committee decided that such verification would not be required;
  - (c) That the Country had submitted Tranche Implementation Reports in the form of 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 the form of Appendix 4-A covering each calendar year until and including the year for which the funding schedule foresees the submission of the next tranche or, in case of the final tranche, until completion of all activities foreseen.
- 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 Appendix 5-A. This monitoring will also be subject to independent verification as described in paragraph 4 above.
- 7. The Executive Committee agrees that the Country may have the flexibility to reallocate the approved funds, or part of the funds, according to the evolving circumstances to achieve the smoothest reduction of consumption and phase-out of the Substances specified in Appendix 1-A:
  - (a) Reallocations categorized as major changes must be documented in advance either in a Tranche Implementation Plan submitted as foreseen in sub-paragraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted eight 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 which would modify any clause of this Agreement;
    - (iii) Changes in the annual levels of funding allocated to individual bilateral or implementing agencies for the different tranches; and
    - (iv) Provision of funding for programmes or 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;
  - (b) Reallocations not categorized as major changes may be incorporated in the approved Tranche Implementation Plan, under implementation at the time, and reported to the Executive Committee in the subsequent Tranche Implementation Report; and
  - (c) Any remaining funds 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 the activities in the refrigeration servicing sub-sector included in the Plan, in particular:
  - (a) The Country would use the flexibility available under this Agreement to address specific needs that might arise during project implementation; and
  - (b) The Country and the relevant bilateral and/or implementing agencies will take into consideration decision 72/41 during the implementation of the Plan.
- 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 fulfill the obligations under this

Agreement. UNEP has agreed to be the lead implementing agency (the "Lead IA") and UNDP has agreed to be the cooperating implementing agency (the "Cooperating IA) under the lead of the Lead IA in respect of the Country's activities under this Agreement. The Country agrees to evaluations, which might be carried out under the monitoring and evaluation work programmes of the Multilateral Fund or under the evaluation programme of the Lead IA and/or Cooperating IA taking part in this Agreement.

- 10. The Lead IA will be responsible for ensuring co-ordinated planning, implementation and reporting of all activities under this Agreement, including but not limited to independent verification as per sub-paragraph 5(b). This responsibility includes the necessity to co-ordinate with the Cooperating IA to ensure appropriate timing and sequence of activities in the implementation. The Cooperating IA will support the Lead IA by implementing the activities listed in Appendix 6-B under the overall co-ordination of the Lead IA. The Lead IA and Cooperating IA will reach consensus on the arrangements regarding inter-agency planning, reporting and responsibilities under this Agreement in order to facilitate a coordinated implementation of the Plan, including regular co-ordination meetings. 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.
- 11. 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 ("Reductions in Funding for Failure to Comply") 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.
- 12. 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.
- 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.
- 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 sub-paragraph 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 sub-paragraphs 1(a), 1(b), 1(d), and 1(e) of Appendix 4-A will continue until the time of the completion of the Plan unless otherwise specified by the Executive Committee.
- 15. 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	С	I	1.80

# APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027- 2029	2030	Total
1.1	Montreal Protocol reduction schedule of Annex C, Group I substances (ODP tonnes)	1.62	1.62	1.62	1.62	1.62	1.17	1.17	1.17	1.17	1.17	0.59	0.59	0.59	0.05	n/a
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	1.62	1.52	1.42	1.32	1.22	1.12	0.91	0.69	0.48	0.26	0.05	0.05	0.05	0	n/a
2.1	Lead IA (UNEP) agreed funding (US \$)	55,500	0	0	65,500	0	0	45,500	0	45,500	0	0	30,500	0	0	242,500
2.2	Support costs for Lead IA (US \$)	7,215	0	0	8,515	0	0	5,915	0	5,915	0	0	3,965	0	0	31,525
2.3	Cooperating IA (UNDP)agreed funding (US \$)	159,750	0	0	66,750	0	0	125,000	0	35,000	0	0	55,000	0	0	441,500
2.4	Support costs for Cooperating IA (US \$)	11,183	0	0	4,673	0	0	8,750	0	2,450	0	0	3,850	0	0	30,905
3.1	Total agreed funding (US \$)	215,250	0	0	132,250	0	0	170,500	0	80,500	0	0	85,500	0	0	684,000
3.2	Total support costs (US \$)	18,398	0	0	13,188	0	0	14,665	0	8,365	0	0	7,815	0	0	62,430
3.3	Total agreed costs (US \$)	233,648	0	0	145,438	0	0	185,165	0	88,865	0	0	93,315	0	0	746,430
4.1.1												1.62				
4.1.2												0.18				
4.1.3	Remaining eligible consumption															0

#### 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 TRANCHE IMPLEMENTATION REPORTS AND PLANS

- 1. The submission of the Tranche Implementation Report and Plans for each tranche request will consist of five parts:
  - (a) A narrative report, with data provided by calendar year, regarding the progress since the year prior to the previous report, reflecting 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 Tranche 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) of the Agreement and can in addition also include information on activities in the current year;
  - (b) An independent verification report of the Plan results and the consumption of the Substances mentioned in Appendix 1-A, as per sub-paragraph 5(b) of the Agreement. If not decided otherwise by the Executive Committee, such a verification has to be provided together with each tranche request and will have to provide verification of the consumption for all relevant years as specified in sub-paragraph 5(a) of the Agreement for which a verification report has not yet been acknowledged by the Committee;
  - (c) A written description of the activities to be undertaken until and including the year of the planned submission of the next tranche request, highlighting 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 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 cover the years specified in sub-paragraph 5(d) of the Agreement. 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 sub-paragraph (b) above;
  - (d) A set of quantitative information for all Tranche Implementation Reports and 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(a) above) and the plan (see sub-paragraph 1(c) above), the Tranche Implementation Plan and any changes to the overall plan, and will cover the same time periods and activities; and

- (e) An Executive Summary of about five paragraphs, summarizing the information of the above sub-paragraphs 1(a) to 1(d).
- 2. In the event that in a particular year more than one stage of the HPMP are being implemented in parallel, the following considerations should be taken in preparing the Implementation Report and Plans:
  - (a) The Implementation Report and Plans referred to as part of this Agreement, will exclusively refer to activities and funds covered by this Agreement; and
  - (b) If the stages under implementation have different HCFC consumption targets in a particular year, the lower HCFC consumption target will be used as reference for compliance with the HPMP Agreements and for the independent verification.

#### **APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES**

- 1. The National Ozone Action Unit (NOAU), operating under the direction of the Hydrometeorological Service of the Ministry of Agriculture will continue to act during stage II as the focal point for HPMP project co-ordination and management. This activity will be directly undertaken by experienced project managers acting under the direction of the Head of the Hydrometeorological Service who also acts as the national focal point on the Montreal Protocol. The work will be undertaken with a high level of stakeholder consultation with various Government agencies, external stakeholders and the general public.
- 2. Implementation will be undertaken under the continued supervision of the Ministry of Agriculture and Hydrometeorological Service. It will involve the Lead IA supervising the project's investment component throughout the HPMP. The Cooperating IA will act as a supporting implementing agency for investment activities associated with provision of equipment and establishment of training centers. These agencies will utilize the established procedures governing procurement, financial management, reporting and monitoring of the relevant implementing agency and international funding facilities, specifically the Multilateral Fund. Implementation will be further supported by various administrative and service bodies within the Government, international and national consultants, suppliers of equipment and services, and beneficiary enterprises.

## APPENDIX 6-A: ROLE OF THE LEAD IMPLEMENTING AGENCY

- 1. The Lead IA will be responsible for a range of activities, including at least the following:
  - (a) Ensuring performance and financial verification in accordance with this Agreement and with its specific internal procedures and requirements as set out in the Country's HPMP;
  - (b) Assisting the Country in 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 is reflected in updates of the overall plan and in future Tranche Implementation Plans consistent with sub-paragraphs 1(c) and 1(d) of Appendix 4-A;

- (e) Fulfilling the reporting requirements for the Tranche Implementation Reports and Plans and the overall plan as specified in Appendix 4-A for submission to the Executive Committee. The reporting requirements include the reporting about activities undertaken by the Cooperating IA;
- (f) Ensuring that appropriate independent technical experts carry out the technical reviews;
- (g) Carrying out required supervision missions;
- (h) Ensuring the presence of an operating mechanism to allow effective, transparent implementation of the Tranche Implementation Plan and accurate data reporting;
- (i) Co-ordinating the activities of the Cooperating IA, and ensuring appropriate sequence of activities;
- (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 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;
- (k) Ensuring that disbursements made to the Country are based on the use of the indicators; and
- (1) 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 and the consumption of the Substances mentioned in Appendix 1-A, as per sub-paragraph 5(b) of the Agreement and sub-paragraph 1(b) of Appendix 4-A.

#### APPENDIX 6-B: ROLE OF THE COOPERATING IMPLEMENTING AGENCY

- 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 refer to the Lead IA to ensure a co-ordinated sequence in the activities; and
  - (c) Providing reports to the Lead IA on these activities, for inclusion in the consolidated reports as per Appendix 4-A.

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

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US \$180 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. In the event that the penalty needs to be applied for a year in which there are two Agreements in force (two stages of the HPMP being implemented in parallel) with different penalty levels, the application of the penalty will be

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determined on a case-by-case basis taking into consideration the specific sectors related to the non-compliance. If it is not possible to determine a sector, or both stages are addressing the same sector, the penalty level to be applied would be the largest.

#### Annex XXI

# AGREEMENT BETWEEN THE GOVERNMENT OF LEBANON AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROCHLOROFLUOROCARBONS IN ACCORDANCE WITH STAGE II OF THE HCFC PHASE-OUT MANAGEMENT PLAN

### **Purpose**

- 1. This Agreement represents the understanding of the Government of Lebanon (the "Country") and the Executive Committee with respect to the reduction of controlled use of the ozone-depleting substances (ODS) set out in Appendix 1-A ("The Substances") to a sustained level of 18.39 ODP tonnes by 1 January 2025 in compliance with Montreal Protocol schedule.
- 2. The Country agrees to meet the annual consumption limits of the 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 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. and 4.3.3 (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 the stage II of the HCFC phase-out management plan (HPMP) approved ("the Plan"). In accordance with sub-paragraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of the Substances as 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 eight 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 the form of 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;
- (d) That the Country has submitted a Tranche Implementation Plan in the form of Appendix 4-A covering each calendar year until and including the year for which the funding schedule foresees the submission of the next tranche or, in case of the final tranche, until completion of all activities foreseen, and
- (e) That, for the first tranche that is due on a year after the date of completion of the previous stage of the HPMP (as defined in paragraph 14 of the Agreement associated to the previous stage), all tranches from the previous stage have been completed, remaining funds have been returned to the Multilateral Fund (as established in paragraph 7 of the Agreement associated to the previous stage) and the corresponding project completion reports have been submitted to the Executive Committee.

## **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 of the approved funds, according to the evolving circumstances to achieve the smoothest reduction of consumption and phase-out of the Substances specified in Appendix 1-A:
  - (a) Reallocations categorized as major changes must be documented in advance either in a Tranche Implementation Plan as foreseen in sub-paragraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted eight 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 which would modify any clause of this Agreement;
    - (iii) Changes in the annual levels of funding allocated to individual bilateral or implementing agencies for the different tranches; and
    - (iv) Provision of funding for programmes or 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;
  - (b) Reallocations not categorized as major changes may be incorporated in the approved Tranche Implementation Plan, under implementation at the time, and reported to the Executive Committee in the subsequent Tranche Implementation Report;

- (c) Should the Country decide during implementation of the Agreement to introduce an alternative technology other than that proposed in the Plan, this would require approval by the Executive Committee as part of a Tranche Implementation Plan or the revision of the approved Plan. Any submission of such a request for change in technology would identify the associated incremental costs, the potential impact to the climate, and any differences in ODP tonnes to be phased out if applicable. The Country agrees that potential savings related to the change of technology would decrease the overall funding level under this Agreement accordingly;
- (d) Any enterprise to be converted to non-HCFC technology included in the Plan and that would be found to be ineligible under the policies of the Multilateral Fund (i.e., due to foreign ownership or establishment post the 21 September 2007 cut-off date), would not receive financial assistance. This information would be reported as part of the Tranche Implementation Plan;
- (e) The Country commits to examining the possibility of using pre-blended systems with low-global warming potential blowing agents instead of blending them in-house, for those foam enterprises covered under the Plan, should this be technically viable, economically feasible and acceptable to the enterprises; and
- (f) 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.

### Considerations for the refrigeration servicing sector

- 8. Specific attention will be paid to the execution of the activities in the refrigeration servicing sub-sector included in the Plan, in particular:
  - (a) The Country would use the flexibility available under this Agreement to address specific needs that might arise during project implementation;
  - (b) The Country would take into consideration relevant actions that could minimize adverse climate impact when phasing out HCFC in the refrigeration servicing sector; and
  - (c) The Country would be encouraged to consider, as needed and feasible, the development of regulations and codes of practice; the adoption of standards for the safe introduction of flammable and/or toxic refrigerants; the implementation of measures to limit the import of HCFC-based equipment and to facilitate the introduction of energy-efficient and climate-friendly alternatives; and implementation of activities in the refrigeration servicing sector on training of technicians and introduction of good service practices such as the safe handling of refrigerants, containment and recovery and recycling and reuse of refrigerants rather than retrofitting.

#### 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 co-ordinated planning, implementation and reporting of all activities under this Agreement, including but not limited to independent verification as per sub-paragraph 5(b). 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 Agreement**

- 11. 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 ("Reductions in Funding for Failure to Comply") in respect of each ODP kilogram 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 not 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 sub-paragraph 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 sub-paragraphs 1(a), 1(b), 1(d), and 1(e) 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 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	С	I	35.95
HCFC-123	С	I	0.05
HCFC-141b	С	I	37.53
Total	С	I	73.50

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

Row	Particulars	2015	2016	2017	2018	2019	2020	2021	2022-2023	2024	2025	Total
1.1	Montreal Protocol reduction	66.15	66.15	66.15	66.15	66.15	47.78	47.78	47.78	47.78	23.88	n/a
	schedule of Annex C, Group I											
	substances (ODP tonnes)											
1.2	Maximum allowable total	66.15	66.15	60.64	60.64	48.71	36.78	36.78	36.78	27.58	18.39	n/a
	consumption of Annex C, Group I											
	substances (ODP tonnes)	2 440 000			1 11 1 000			100 110		250 244		4.000.004
2.1	Lead IA (UNDP) agreed funding	2,410,000	0	0	1,114,000	0	0	420,462	0	259,364	0	4,203,826
2.2	Support costs for Lead IA	168,700	0	0	77,980	0	0	29,432	0	18,155	0	294,268
3.1	Total agreed funding (US \$)	2,410,000	0	0	1,114,000	0	0	420,462	0	259,364	0	4,203,826
3.2	Total support costs (US \$)	168,700	0	0	77,980	0	0	29,432	0	18,155	0	294,268
3.3	Total agreed costs (US \$)	2,578,700	0	0	1,191,980	0	0	449,894	0	277,519	0	4,498,094
4.1.1	Total phase-out of HCFC-22 agreed	to be achieved	d under this A	Agreement (	ODP tonnes)							14.22
4.1.2	Phase-out of HCFC-22 to be achieved	ed in the previ	ous stage (O	DP tonnes)								9.41
4.1.3	Remaining eligible consumption for	HCFC-22 (OI	DP tonnes)									12.32
4.2.1	Total phase-out of HCFC-123 agreed	d to be achieve	ed under this	Agreement	(ODP tonnes)							0.05
4.2.2	Phase-out of HCFC-123 to be achieved	ed in the prev	rious stage (C	DP tonnes)								0
4.2.3	3 Remaining eligible consumption for HCFC-123 (ODP tonnes)									0		
4.3.1	Total phase-out of HCFC-141b agree	ed to be achiev	ved under thi	s Agreemen	t (ODP tonnes	s)				•		22.43
4.3.2	4.3.2 Phase-out of HCFC-141b to be achieved in the previous stage (ODP tonnes)									15.10		
4.3.3	Remaining eligible consumption for	HCFC-141b (	ODP tonnes	)								0

<sup>\*</sup>Date of completion of stage I as per stage I Agreement: 2017

### 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 TRANCHE IMPLEMENTATION REPORTS AND PLANS

- 1. The submission of the Tranche Implementation Report and Plans for each tranche request will consist of five 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-out of the Substances, how the different activities contribute to it, and how they relate to each other. The report should include the amount of ODS phased 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 Tranche 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;
  - (b) An independent verification report of the Plan results and the consumption of the Substances, as per sub-paragraph 5(b) of the Agreement. If not decided otherwise by the Executive Committee, such a verification has to be provided together with each tranche request and will have to provide verification of the consumption for all relevant years as specified in sub-paragraph 5(a) of the Agreement for which a verification report has not yet been acknowledged by the Committee;
  - (c) A written description of the activities to be undertaken during the period covered by the requested tranche, highlighting implementation milestones, the time of completion and the interdependence of the activities, and taking into account experiences made and progress achieved in the implementation of earlier tranches; the data in the plan will be provided by calendar year. 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 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 sub-paragraph (b) above;
  - (d) A set of quantitative information for all Tranche Implementation Reports and Plans, submitted through an online database; and
  - (e) An Executive Summary of about five paragraphs, summarizing the information of the above sub-paragraphs 1(a) to 1(d).

- 2. In the event that in a particular year two stages of the HPMP are being implemented in parallel, the following considerations should be taken in preparing the Tranche Implementation Reports and Plans:
  - (a) The Tranche Implementation Reports and Plans referred to as part of this Agreement, will exclusively refer to activities and funds covered by this Agreement; and
  - (b) If the stages under implementation have different HCFC consumption targets under Appendix 2-A of each Agreement in a particular year, the lower HCFC consumption target will be used as reference for compliance with these Agreements and will be the basis for the independent verification.

#### **APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES**

- 1. The monitoring process will be managed by the Ministry of Environment through the National Ozone Unit (NOU) with the assistance of the Lead IA.
- 2. The consumption will be monitored and determined based on official import and export data for the Substances recorded by relevant Government departments.
- 3. The NOU shall compile and report the following data and information on an annual basis on or before the relevant due dates:
  - (a) Annual reports on consumption of the Substances to be submitted to the Ozone Secretariat; and
  - (b) Annual reports on progress of implementation of the HPMP to be submitted to the Executive Committee of the Multilateral Fund.
- 4. The NOU and Lead IA will engage an independent and qualified entity to carry out a qualitative and quantitative performance evaluation of the HPMP implementation.
- 5. The evaluating entity shall have full access to relevant technical and financial information related to implementation of the HPMP.
- 6. The evaluating entity shall prepare and submit to the NOU and the Lead IA, a consolidated draft report at the end of each annual implementation plan, comprising of the findings of the evaluation and recommendations for improvements or adjustments, if any. The draft report shall include the status of the Country's compliance with the provisions of this Agreement.
- 7. Upon incorporating the comments and explanations as may be applicable, from the NOU and Lead IA, the evaluating entity shall finalize the report and submit it to the NOU and Lead IA.
- 8. The NOU shall endorse the final report and the Lead IA shall submit the same to the relevant meeting of the Executive Committee along with the annual implementation plan and reports.

#### 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 HPMP;
  - (b) Assisting the Country in 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 is reflected in updates of the overall plan and in future Tranche Implementation Plans consistent with sub-paragraphs 1(c) and 1(d) of Appendix 4-A;
  - (e) Fulfilling the reporting requirements for the Tranche Implementation Reports and Plans and 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 HCFC consumption targets had been met;
  - (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 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; and
  - (l) 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 and the consumption of the Substances mentioned in Appendix 1-A, as per sub-paragraph 5(b) of the Agreement and sub-paragraph 1(b) of Appendix 4-A.

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

- 1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US \$147 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, 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.
- 2. In the event that the penalty needs to be applied for a year in which there are two Agreements in force (two stages of the HPMP being implemented in parallel) with different penalty levels, the application of the penalty will be determined on a case-by-case basis taking into consideration the specific sectors that lead to the non-compliance. If it is not possible to determine a sector, or both stages are addressing the same sector, the penalty level to be applied would be the largest.

#### Annex XXII

# AGREEMENT BETWEEN THE GOVERNMENT OF OMAN AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROCHLOROFLUOROCARBONS IN ACCORDANCE WITH STAGE II OF THE HCFC PHASE-OUT MANAGEMENT PLAN

## Purpose

- 1. This Agreement represents the understanding of the Government of Oman (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 20.46 ODP tonnes by 1 January 2020 in compliance with Montreal Protocol schedule.
- 2. The Country agrees to meet the annual consumption limits of the 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 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, and 4.4.3 (remaining consumption eligible for funding).
- 3. Subject to compliance by the Country with its obligations set out in this Agreement, the Executive Committee agrees, in principle, to provide the funding set out in row 3.1 of Appendix 2-A to the Country. The Executive Committee will, in principle, provide this funding at the Executive Committee meetings specified in Appendix 3-A ("Funding Approval Schedule").
- 4. The Country agrees to implement this Agreement in accordance with the stage II of the HCFC phase-out management plan (HPMP) approved ("the Plan"). In accordance with sub-paragraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of the Substances as 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 eight 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;
  - (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 the form of 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 the form of Appendix 4-A covering each calendar year until and including the year for which the funding schedule foresees the submission of the next tranche or, in case of the final tranche, until completion of all activities foreseen, and
- (e) That, for tranches that are due on the year(s) after the date of completion of the previous stage of the HPMP (as defined in paragraph 14 of the Agreement associated to the previous stage), all tranches from the previous stage have been completed, remaining funds have been returned to the Multilateral Fund (as established in paragraph 7 of the Agreement associated to the previous stage) and the corresponding project completion reports have been submitted to the Executive Committee.

#### 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 of the approved funds, according to the evolving circumstances to achieve the smoothest reduction of consumption and phase-out of the Substances specified in Appendix 1-A:
  - (a) Reallocations categorized as major changes must be documented in advance either in a Tranche Implementation Plan as foreseen in sub-paragraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted eight 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 which would modify any clause of this Agreement;
    - (iii) Changes in the annual levels of funding allocated to individual bilateral or implementing agencies for the different tranches; and
    - (iv) Provision of funding for programmes or 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;
  - (b) Reallocations not categorized as major changes may be incorporated in the approved Tranche Implementation Plan, under implementation at the time, and reported to the Executive Committee in the subsequent Tranche Implementation Report;
  - (c) Should the Country decide during implementation of the Agreement to introduce an alternative technology other than that proposed in the Plan, this would require approval by the Executive Committee as part of a Tranche Implementation Plan or the revision of the approved plan. Any submission of such a request for change in technology would identify the associated incremental costs, the potential impact to the climate, and any differences in ODP tonnes to be phased out if applicable. The Country agrees that

- potential savings related to the change of technology would decrease the overall funding level under this Agreement accordingly;
- (d) Any enterprise to be converted to non-HCFC technology included in the Plan and that would be found to be ineligible under the policies of the Multilateral Fund (i.e., due to foreign ownership or establishment post the 21 September 2007 cut-off date), would not receive financial assistance. This information would be reported as part of the Tranche Implementation Plan;
- (e) The Country commits to examining the possibility of using pre-blended systems with low-global warming potential blowing agents instead of blending them in-house, for those foam enterprises covered under the Plan, should this be technically viable, economically feasible and acceptable to the enterprises; and
- (f) 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.

#### Considerations for the refrigeration servicing sector

- 8. Specific attention will be paid to the execution of the activities in the refrigeration servicing sub-sector included in the Plan, in particular:
  - (a) The Country would use the flexibility available under this Agreement to address specific needs that might arise during project implementation;
  - (b) The Country would take into consideration the need to minimize adverse climate impact when phasing out HCFC in the refrigeration servicing sector; and
  - (c) The Country would be encouraged to consider, as needed and feasible, the development of regulations and codes of practice; the adoption of standards for the safe introduction of flammable and/or toxic refrigerants; the implementation of measures to limit the import of HCFC-based equipment and to facilitate the introduction of energy-efficient and climate-friendly alternatives; and implementation of activities in the refrigeration servicing sector on training of technicians and introduction of good practices such as the safe handling of refrigerants, containment, recovery and recycling and reuse of recovered refrigerants rather than retrofitting.

#### **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 co-ordinated planning, implementation and reporting of all activities under this Agreement, including but not limited to independent verification as per sub-paragraph 5(b). The Cooperating IA will support the Lead IA by implementing the Plan under the overall co-ordination 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 Agreement**

- 11. 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 ("Reductions in Funding for Failure to Comply") in respect of each ODP kilogram 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 not compliance with this Agreement will not be an impediment for the provision of funding for future tranches as per paragraph 5 above.
- 12. The Funding of this Agreement will not be modified on the basis of any future Executive Committee decisions that may affect the funding of any other consumption sector projects or any other related activities in the Country.
- 13. The Country will comply with any reasonable request of the Executive Committee, and the Lead IA and the Cooperating IA to facilitate implementation of this Agreement. In particular, it will provide the Lead IA and the Cooperating IA with access to the information necessary to verify compliance with this Agreement.

## **Date of completion**

14. The completion of the Plan and the associated Agreement will take place at the end of the year following the last year for which a maximum allowable total consumption level has been specified in Appendix 2-A. Should at that time there still be activities that are outstanding, and which were foreseen in the last Tranche Implementation Plan and its subsequent revisions as per sub-paragraph 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 sub-paragraphs 1(a), 1(b), 1(d), and 1(e) 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 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	С	I	29.57
HCFC-141b	С	Ι	1.11
HCFC-142b	С	I	0.79
Sub-total			31.47
HCFC-141b contained in	C	Ι	1.1
imported pre-blended polyols			
Total	C	I	32.57

# APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars	2015	2016	2017	2018	2019	2020	Total
1.1	Montreal Protocol reduction	28.32	28.32	28.32	28.32	28.32	20.46	n/a
	schedule of Annex C, Group I							
	substances (ODP tonnes)							
1.2	Maximum allowable total	28.32	28.32	28.32	28.32	20.46	20.46	n/a
	consumption of Annex C, Group I							
2.1	substances (ODP tonnes)	215.000			<b>50.000</b>		20.000	205.000
2.1	Lead IA (UNIDO) agreed funding	215,000	-	-	50,000	-	20,000	285,000
2.2	(US \$)	15.050			2.500		1 400	10.050
2.2	Support costs for Lead IA (US \$)	15,050	-	-	3,500	-	1,400	19,950
2.3	Cooperating IA (UNEP) agreed funding (US \$)	83,500	-	-	59,500	-	57,000	200,000
2.4	Support costs for Cooperating IA	10,855		_	7,735	_	7,410	26,000
2.4	(US \$)	10,655	-	-	1,133	_	7,410	20,000
3.1	Total agreed funding (US \$)	298,500	_	_	109,500	_	77,000	485,000
3.2	Total support costs (US \$)	25,905	_	-	11,235	_	8,810	45,950
3.3	Total agreed costs (US \$)	324,405	_	-	120,735	_	85,810	530,950
4.1.1	Total phase-out of HCFC-22 agreed		l under th	is Agreen		onnes)	,	5.32
4.1.2	Phase-out of HCFC-22 to be achieve							3.79
4.1.3	Remaining eligible consumption for				,			20.46
4.2.1	Total phase-out of HCFC-141b agre	ed to be achiev	ved under	this Agre	ement (ODI	onnes)	)	0.00
4.2.2	Phase-out of HCFC-141b to be achie	eved in the pre	vious sta	ge (ODP to	onnes)			1.11
4.2.3	Remaining eligible consumption for	HCFC-141b (	ODP ton	nes)				0.00
4.3.1	Total phase-out of HCFC-142b agre					onnes)	)	0.00
4.3.2	Phase-out of HCFC-142b to be achie	eved in the pre	vious sta	ge (ODP to	onnes)			0.79
4.3.3	Remaining eligible consumption for	HCFC-142b (	ODP ton	nes)				0.00
4.4.1	Total phase-out of HCFC-141b cont		ted pre-b	lended pol	lyols agreed	to be ac	hieved	0.00
	under this Agreement (ODP tonnes)							
4.4.2	Phase-out of HCFC-141b contained	in imported pr	e-blende	d polyols t	o be achieve	ed in the		1.1
	previous stage (ODP tonnes)							
4.4.3	Remaining eligible consumption for	HCFC-141b c	ontained	in importe	ed pre-blend	led polyo	ols	0.00
L	(ODP tonnes)							

<sup>\*</sup> Date of completion of stage I as per stage I Agreement: 31 December 2016

### 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 TRANCHE IMPLEMENTATION REPORTS AND PLANS

- 1. The submission of the Tranche Implementation Report and Plans for each tranche request will consist of five 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-out of the Substances, how the different activities contribute to it, and how they relate to each other. The report should include the amount of ODS phased 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 Tranche 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;
  - (b) An independent verification report of the Plan results and the consumption of the Substances, as per sub-paragraph 5(b) of the Agreement. If not decided otherwise by the Executive Committee, such a verification has to be provided together with each tranche request and will have to provide verification of the consumption for all relevant years as specified in sub-paragraph 5(a) of the Agreement for which a verification report has not yet been acknowledged by the Committee;
  - (c) A written description of the activities to be undertaken during the period covered by the requested tranche, highlighting implementation milestones, the time of completion and the interdependence of the activities, and taking into account experiences made and progress achieved in the implementation of earlier tranches; the data in the plan will be provided by calendar year. 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 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 sub-paragraph (b) above;
  - (d) A set of quantitative information for all Tranche Implementation Reports and Plans, submitted through an online database; and
  - (e) An Executive Summary of about five paragraphs, summarizing the information of the above sub-paragraphs 1(a) to 1(d).

- 2. In the event that in a particular year two stages of the HPMP are being implemented in parallel, the following considerations should be taken in preparing the Tranche Implementation Reports and Plans:
  - (a) The Tranche Implementation Reports and Plans referred to as part of this Agreement, will exclusively refer to activities and funds covered by this Agreement; and
  - (b) If the stages under implementation have different HCFC consumption targets under Appendix 2-A of each Agreement in a particular year, the lower HCFC consumption target will be used as reference for compliance with these Agreements and will be the basis for the independent verification.

#### **APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES**

- 1. The Ministry of Environment and Climatic Affairs is in charge of the protection, restoration and conservation of all ecosystems, natural resources and environmental services in order to promote a sustainable development. It is also responsible for carrying out national policies regarding climate change and ozone layer protection. The national ozone unit under the Ministry of Environment and Climatic Affairs monitors the consumption of all ODS through regional teams. Inspections at converted enterprises to non-ODS technologies are foreseen to ensure the non-uses of ODS after project completion.
- 2. The Government of Oman has offered and intends to offer continuity of activities and endorsement for the projects over the next years as specified in the institutional support component and the list of activities of the institutional strengthening project. This will guarantee the success of any activity approved for Oman.
- 3. Close monitoring of all activities and coordination between stakeholders is an essential element of the HPMP and is key to reach compliance. There will be regular coordination meetings with industry stakeholders, HCFC importers, Government stakeholders, various industrial associations, and all sectors involved, in order to enact the necessary agreements and measures to carry out the investment and non-investment activities on time and in a coordinated manner. In the manufacturing sector the implementation process and the achievement of the phase-out will be monitored through site visits at enterprise level.
- 4. Yearly monitoring will be carried out through the ODS licensing and quota system. Verification site visits will be undertaken by independent international experts.

#### 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 HPMP;
  - (b) Assisting the Country in 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 is reflected in updates of the overall plan and in future Tranche Implementation Plans consistent with sub-paragraphs 1(c) and 1(d) of Appendix 4-A;
- (e) Fulfilling the reporting requirements for the Tranche Implementation Reports and Plans and the overall plan as specified in Appendix 4-A for submission to the Executive Committee, and should include 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, submitting annual tranche implementation reports and, where applicable, verification reports on the current stage of the Plan until all activities foreseen had been completed and HCFC consumption targets had been met:
- (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 Tranche Implementation Plan and accurate data reporting;
- (j) Co-ordinating the activities of the Cooperating IA, and ensuring 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;
- (1) Ensuring that disbursements made to the Country are based on the use of the indicators;
- (m) Providing assistance with policy, management and technical support when required; and
- (n) Reaching consensus with the Cooperating IA on any planning, coordination and reporting arrangements required to facilitate the implementation of the Plan.
- 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 and the consumption of the Substances mentioned in Appendix 1-A, as per sub-paragraph 5(b) of the Agreement and sub-paragraph 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 refer to the Lead IA to ensure a co-ordinated sequence in the 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

- 1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US \$180 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, on the understanding that the maximum funding reduction cannot exceed the value of the tranche being requested. Additional measures might be considered in cases where non-compliance extends for two consecutive years.
- 2. In the event that the penalty needs to be applied for a year in which there are two Agreements in force (two stages of the HPMP being implemented in parallel) with different penalty levels, the application of the penalty will be determined on a case-by-case basis taking into consideration the specific sectors that lead to the non-compliance. If it is not possible to determine a sector, or both stages are addressing the same sector, the penalty level to be applied would be the largest.

#### Annex XXIII

# AGREEMENT BETWEEN THE GOVERNMENT OF SUDAN (THE) AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROCHLOROFLUOROCARBONS IN ACCORDANCE WITH STAGE II OF THE HCFC PHASE-OUT MANAGEMENT PLAN

# Purpose

- 1. This Agreement represents the understanding of the Government of Sudan (the) (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 13.17 ODP tonnes by 1 January 2020 in compliance with Montreal Protocol schedule.
- 2. The Country agrees to meet the annual consumption limits of the 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 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 and 4.2.3 (remaining consumption eligible for funding).
- 3. Subject to compliance by the Country with its obligations set out in this Agreement, the Executive Committee agrees, in principle, to provide the funding set out in row 3.1 of Appendix 2-A to the Country. The Executive Committee will, in principle, provide this funding at the Executive Committee meetings specified in Appendix 3-A ("Funding Approval Schedule").
- 4. The Country agrees to implement this Agreement in accordance with the stage II of the HCFC phase-out management plan (HPMP) approved ("the Plan"). In accordance with sub-paragraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of the Substances as 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 eight 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;
  - (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 the form of 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 the form of Appendix 4-A covering each calendar year until and including the year for which the funding schedule foresees the submission of the next tranche or, in case of the final tranche, until completion of all activities foreseen, and
- (e) That, for tranches that are due on the year(s) after the date of completion of the previous stage of the HPMP (as defined in paragraph 14 of the Agreement associated to the previous stage), all tranches from the previous stage have been completed, remaining funds have been returned to the Multilateral Fund (as established in paragraph 7 of the Agreement associated to the previous stage) and the corresponding project completion reports have been submitted to the Executive Committee.

#### 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 of the approved funds, according to the evolving circumstances to achieve the smoothest reduction of consumption and phase-out of the Substances specified in Appendix 1-A:
  - (a) Reallocations categorized as major changes must be documented in advance either in a Tranche Implementation Plan as foreseen in sub-paragraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted eight 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 which would modify any clause of this Agreement;
    - (iii) Changes in the annual levels of funding allocated to individual bilateral or implementing agencies for the different tranches; and
    - (iv) Provision of funding for programmes or 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;
  - (b) Reallocations not categorized as major changes may be incorporated in the approved Tranche Implementation Plan, under implementation at the time, and reported to the Executive Committee in the subsequent Tranche Implementation Report;
  - (c) Should the Country decide during implementation of the Agreement to introduce an alternative technology other than that proposed in the Plan, this would require approval by the Executive Committee as part of a Tranche Implementation Plan or the revision of the approved plan. Any submission of such a request for change in technology would identify the associated incremental costs, the potential impact to the climate, and any differences in ODP tonnes to be phased out if applicable. The Country agrees that

- potential savings related to the change of technology would decrease the overall funding level under this Agreement accordingly;
- (d) Any enterprise to be converted to non-HCFC technology included in the Plan and that would be found to be ineligible under the policies of the Multilateral Fund (i.e., due to foreign ownership or establishment post the 21 September 2007 cut-off date), would not receive financial assistance. This information would be reported as part of the Tranche Implementation Plan;
- (e) The Country commits to examining the possibility of using pre-blended hydrocarbon systems instead of blending them in-house, for those foam enterprises covered under the Plan, should this be technically viable, economically feasible and acceptable to the enterprises; and
- (f) 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.

### Considerations for the refrigeration servicing sector

- 8. Specific attention will be paid to the execution of the activities in the refrigeration servicing sub-sector included in the Plan, in particular:
  - (a) The Country would use the flexibility available under this Agreement to address specific needs that might arise during project implementation;
  - (b) The Country would take into consideration the need to minimize adverse climate impact when phasing out HCFC in the refrigeration servicing sector; and
  - (c) The Country would be encouraged to consider, as needed and feasible, the development of regulations and codes of practice, and the adoption of standards for the safe introduction of flammable and toxic refrigerants given the potential risk of accidents and negative effects on health associated with their use; measures to limit the import of HCFC-based equipment and to facilitate the introduction of energy-efficient and climate-friendly alternatives; and focusing activities in the refrigeration servicing sector on training of technicians, good practices, the safe handling of refrigerants, containment, recovery and recycling and reuse of recovered refrigerants rather than retrofitting.

## **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 co-ordinated planning, implementation and reporting of all activities under this Agreement, including but not limited to independent verification as per sub-paragraph 5(b). 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 Agreement**

- 11. 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 ("Reductions in Funding for Failure to Comply") in respect of each ODP kilogram 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 not 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 sub-paragraph 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 sub-paragraphs 1(a), 1(b), 1(d), and 1(e) 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 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	11.6
HCFC-141b	C	I	39.0
Total	С	I	50.6

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars	2015	2016	2017	2018	2019	2020	Total	
1.1	Montreal Protocol reduction schedule of Annex C, Group I substances (ODP tonnes)		47.43	47.43	47.43	47.43	34.25	n/a	
1.2	Maximum allowable total consumption of Annex C Group I substances (ODP tonnes)		42.13	36.89	36.89	30.81	13.17	n/a	
2.1	Lead IA (UNIDO) agreed funding (US \$)	2,383,572	0	0	330,441	0	36,716	2,750,729	
2.2	Support costs for Lead IA (US \$)	166,850	0	0	23,131	0	2,570	192,551	
3.1	Total agreed funding (US \$)	2,383,572	0	0	330,441	0	36,716	2,750,729	
3.2	Total support cost (US \$)	166,850	0	0	23,131	0	2,570	192,551	
3.3	Total agreed costs (US \$)	2,550,422	0	0	353,572	0	39,286	2,943,280	
4.1.1	Total phase-out of HCFC-22 agree	d to be achie	ved under	this Agr	eement (ODI	tonnes)		4.21	
4.1.2	Phase-out of HCFC-22 to be achie	ved in the pro	evious sta	ge (ODP	tonnes)			4.28	
4.1.3	Remaining eligible consumption for	or HCFC-22	(ODP ton	nes)				3.11	
4.2.1	Total phase-out of HCFC-141b agreed to be achieved under this Agreement (ODP tonnes)								
4.2.2	Phase-out of HCFC-141b to be ach	nieved in the	previous	stage (OE	OP tonnes)			11.87	
4.2.3	Remaining eligible consumption for	or HCFC-141	b (ODP t	onnes)				0.00	

#### 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 TRANCHE IMPLEMENTATION REPORTS AND PLANS

- 1. The submission of the Tranche Implementation Report and Plans for each tranche request will consist of five 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-out of the Substances, how the different activities contribute to it, and how they relate to each other. The report should include the amount of ODS phased 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 Tranche 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;
  - (b) An independent verification report of the Plan results and the consumption of the Substances, as per sub-paragraph 5(b) of the Agreement. If not decided otherwise by the Executive Committee, such a verification has to be provided together with each tranche

- request and will have to provide verification of the consumption for all relevant years as specified in sub-paragraph 5(a) of the Agreement for which a verification report has not yet been acknowledged by the Committee;
- (c) A written description of the activities to be undertaken during the period covered by the requested tranche, highlighting implementation milestones, the time of completion and the interdependence of the activities, and taking into account experiences made and progress achieved in the implementation of earlier tranches; the data in the plan will be provided by calendar year. 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 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 sub-paragraph (b) above;
- (d) A set of quantitative information for all Tranche Implementation Reports and Plans, submitted through an online database; and
- (e) An Executive Summary of about five paragraphs, summarizing the information of the above sub-paragraphs 1(a) to 1(d).
- 2. In the event that in a particular year two stages of the HPMP are being implemented in parallel, the following considerations should be taken in preparing the Tranche Implementation Reports and Plans:
  - (a) The Tranche Implementation Reports and Plans referred to as part of this Agreement, will exclusively refer to activities and funds covered by this Agreement; and
  - (b) If the stages under implementation have different HCFC consumption targets under Appendix 2-A of each Agreement in a particular year, the lower HCFC consumption target will be used as reference for compliance with these Agreements and will be the basis for the independent verification.

#### **APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES**

- 1. The Lead IA, in collaboration with the National Ozone Unit (NOU) will select, through competitive procurement, a national institution to monitor all activities of the HPMP. This institute will submit annual progress reports on the status of implementation of the HPMP to the NOU and to the Lead IA.
- 2. The Project Management Unit (National Project Officer) will co-ordinate the daily work of the project implementation and also assist the enterprises as well as Government and non-government institutions and organizations to streamline their activities for smooth implementation of the project and help the Government with monitoring the progress of implementation, and reporting to the Executive Committee.
- 3. Verification of the achievement of the performance targets, specified in the Plan, will be undertaken by an independent local enterprise or independent local consultants contracted by 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 HPMP;
  - (b) Assisting the Country in 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 is reflected in updates of the overall plan and in future Tranche Implementation Plans consistent with sub-paragraphs 1(c) and 1(d) of Appendix 4-A;
  - (e) Fulfilling the reporting requirements for the Tranche Implementation Reports and Plans and 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, submitting annual tranche implementation reports and, where applicable, verification reports on the current stage of the Plan until all activities foreseen had been completed and HCFC consumption targets had been met;
  - (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 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; and
  - (1) 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 and the consumption of the Substances mentioned in Appendix 1-A, as per sub-paragraph 5(b) of the Agreement and sub-paragraph 1(b) of Appendix 4-A.

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

- 1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US \$175 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, on the understanding that the maximum funding reduction cannot exceed the value of the tranche being requested. Additional measures might be considered in cases where non-compliance extends for two consecutive years.
- 2. In the event that the penalty needs to be applied for a year in which there are two Agreements in force (two stages of the HPMP being implemented in parallel) with different penalty levels, the application of the penalty will be determined on a case-by-case basis taking into consideration the specific sectors that lead to the non-compliance. If it is not possible to determine a sector, or both stages are addressing the same sector, the penalty level to be applied would be the largest.

#### Annex XXIV

# AGREEMENT BETWEEN THE GOVERNMENT OF BOTSWANA 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 Botswana (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 7.15 ODP tonnes by 1 January 2020 in compliance with Montreal Protocol schedules.
- 2. The Country agrees to meet the annual consumption limits of the 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 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 row 4.1.3 (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 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. In accordance with sub-paragraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of the Substances as set out in row 1.2 of Appendix 2-A of this Agreement. The aforementioned verification will be commissioned by the relevant bilateral or implementing agency.
- 5. The Executive Committee will not provide the Funding in accordance with the Funding Approval Schedule unless the Country satisfies the following conditions at least eight weeks in advance of the applicable Executive Committee meeting set out in the Funding Approval Schedule:
  - (a) 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;
  - (b) That the meeting of these Targets has been independently verified, unless the Executive Committee decided that such verification would not be required;
  - (c) 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

- (d) That the Country has submitted an annual implementation plan in the form of Appendix 4-A covering each calendar year until and including the year for which the funding schedule foresees the submission of the next tranche or, in case of the final tranche, until completion of all activities foreseen.
- 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 annual implementation plans in accordance with their roles and responsibilities set out in Appendix 5-A. This monitoring will also be subject to independent verification as described in paragraph 4 above.
- 7. The Executive Committee agrees that the Country may have the flexibility to reallocate the approved funds, or part of the funds, according to the evolving circumstances to achieve the smoothest reduction of consumption and phase-out of the Substances specified in Appendix 1-A:
  - (a) Reallocations categorized as major changes must be documented in advance either in an annual implementation plan submitted as foreseen in sub-paragraph 5(d) above, or as a revision to an existing annual implementation plan to be submitted eight 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 which would modify any clause of this Agreement;
    - (iii) Changes in the annual levels of funding allocated to individual bilateral or implementing agencies for the different tranches; and
    - (iv) Provision of funding for programmes or activities not included in the current endorsed annual implementation plan, or removal of an activity in the annual implementation plan, with a cost greater than 30 per cent of the total cost of the last approved tranche;
  - (b) 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
  - (c) Any remaining funds 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 the activities in the refrigeration servicing sub-sector, in particular:
  - (a) The Country would use the flexibility available under this Agreement to address specific needs that might arise during project implementation; and
  - (b) The Country and the bilateral and implementing agencies involved will take full account of the requirements of decisions 41/100 and 49/6 during the implementation of the plan.
- 9. The Country agrees to assume overall responsibility for the management and implementation of this Agreement and of all activities undertaken by it or on its behalf to fulfil the obligations under this Agreement. UNEP has agreed to be the lead implementing agency (the "Lead IA") and UNIDO has agreed

to be the cooperating implementing agency (the "Cooperating IA") under the lead of the Lead IA in respect of the Country's activities under this Agreement. The Country agrees to evaluations, which might be carried out under the monitoring and evaluation work programmes of the Multilateral Fund or under the evaluation programme of any of the agencies taking part in this Agreement.

- 10. The Lead IA will be responsible for ensuring co-ordinated planning, implementation and reporting of all activities under this Agreement, including but not limited to independent verification as per sub-paragraph 5(b). This responsibility includes the necessity to co-ordinate with the Cooperating IA to ensure appropriate timing and sequence of activities in the implementation. The Cooperating IA will support the Lead IA by implementing the activities listed in Appendix 6-B under the overall co-ordination of the Lead IA. The Lead IA and Cooperating IA have reached consensus on the arrangements regarding inter-agency planning, reporting and responsibilities under this Agreement to facilitate a co-ordinated implementation of the Plan, including regular co-ordination meetings. 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.
- 11. 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 ("Reductions in Funding for Failure to Comply") 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.
- 12. 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.
- 13. The Country will comply with any reasonable request of the Executive Committee, and the Lead IA and the Cooperating IA to facilitate implementation of this Agreement. In particular, it will provide the Lead IA and the Cooperating IA with access to the information necessary to verify compliance with this Agreement.
- 14. 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 Plan and its subsequent revisions as per sub-paragraph 5(d) 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), 1(b), 1(d), and 1(e) of Appendix 4-A will continue until the time of the completion unless otherwise specified by the Executive Committee.
- 15. 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	11.00

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

Row	Particulars	2015	2016	2017	2018	2019	2020	Total
1.1	Montreal Protocol reduction schedule of	9.90	9.90	9.90	9.90	9.90	7.15	n/a
	Annex C, Group I substances							
	(ODP tonnes)							
1.2	Maximum allowable total consumption of	9.90	9.90	9.90	9.90	9.90	7.15	n/a
	Annex C, Group I substances							
	(ODP tonnes)							
2.1	Lead IA (UNEP) agreed funding (US \$)	135,000	0	0	90,000	0	55,000	280,000
2.2	Support costs for Lead IA (US \$)	17,550	0	0	11,700	0	7,150	36,400
2.3	Cooperating IA (UNIDO) agreed funding	140,000	0	0	140,000	0	0	280,000
	(US \$)							
2.4	Support costs for Cooperating IA (US \$)	9,800	0	0	9,800	0	0	19,600
3.1	Total agreed funding (US \$)	275,000	0	0	230,000	0	55,000	560,000
3.2	Total support costs (US \$)	27,350	0	0	21,500	0	7,150	56,000
3.3	Total agreed costs (US \$)	302,350	0	0	251,500	0	62,150	616,000
4.1.1	Total phase-out of HCFC-22 agreed to be ac							3.85
4.1.2	Phase-out of HCFC-22 to be achieved in pre	viously app	roved p	rojects	(ODP tonn	es)		0
4.1.3	Remaining eligible consumption for HCFC-2	22 (ODP to	nnes)		·		·	7.15

## APPENDIX 3-A: FUNDING APPROVAL SCHEDULE

1. 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 submission of the Implementation Report and Plan for each tranche request will consist of five parts:
  - (a) A narrative report, with data provided by calendar year, regarding the progress since the year prior to the previous report, reflecting 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) of the Agreement and can in addition also include information on activities in the current year;
- (b) A verification report of the HPMP results and the consumption of the Substances mentioned in Appendix 1-A, as per sub-paragraph 5(b) of the Agreement. If not decided otherwise by the Executive Committee, such a verification has to be provided together with each tranche request and will have to provide verification of the consumption for all relevant years as specified in sub-paragraph 5(a) of the Agreement for which a verification report has not yet been acknowledged by the Committee;
- (c) A written description of the activities to be undertaken until and including the year of the planned submission of the next tranche request, highlighting 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 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 cover the years specified in sub-paragraph 5(d) of the Agreement. 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 sub-paragraph (b) above;
- (d) A set of 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(a) above) and the plan (see sub-paragraph 1(c) above), the annual implementation plan and any changes to the overall plan, and will cover the same time periods and activities; and
- (e) An Executive Summary of about five paragraphs, summarizing the information of the above sub-paragraphs 1(a) to 1(d).

#### APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES

- 1. The National Ozone Unit (NOU) will be monitoring the implementation of the project activities and will prepare a quarterly progress report for the project. The monitoring programme will therefore ensure effectiveness of all the proposed projects within the HPMP through constant monitoring and periodic review of the performance of individual projects. Independent verification will be conducted by a consultant arranged by the Lead IA.
- 2. The Lead IA will have a particularly prominent role in the monitoring arrangements because of its mandate to monitor ODS imports, whose records will be used as a crosschecking reference in all the monitoring programmes for the different projects within the HPMP. The Lead IA, along with the cooperating IA will also undertake the challenging task of monitoring illegal ODS imports and exports and advise the appropriate national agencies through the NOU.

#### 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 HPMP;
  - (b) Assisting the Country in preparation of the Implementation Plans and subsequent reports as per Appendix 4-A;
  - (c) Providing independent verification to the Executive Committee that the Targets have been met and associated annual activities have been completed as indicated in the Implementation Plan consistent with Appendix 4-A;
  - (d) Ensuring that the experiences and progress is reflected in updates of the overall plan and in future annual implementation plans consistent with sub-paragraphs 1(c) and 1(d) of Appendix 4-A;
  - (e) 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. The reporting requirements include the reporting about activities undertaken by the Cooperating IA;
  - (f) Ensuring that appropriate independent technical experts carry out the technical reviews;
  - (g) Carrying out required supervision missions;
  - (h) Ensuring the presence of an operating mechanism to allow effective, transparent implementation of the Implementation Plan and accurate data reporting;
  - (i) Co-ordinating the activities of the Cooperating IA, and ensuring appropriate sequence of activities;
  - (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 and the Cooperating IA, the allocation of the reductions to the different budget items and to the funding of each implementing or bilateral agency involved;
  - (k) Ensuring that disbursements made to the Country are based on the use of the indicators; and
  - (1) 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 and the consumption of the Substances mentioned in Appendix 1-A, as per sub-paragraph 5(b) of the Agreement and sub-paragraph 1(b) of Appendix 4-A.

#### APPENDIX 6-B: ROLE OF THE COOPERATING IMPLEMENTING AGENCY

- 1. The Cooperating IA will be responsible for a range of activities. These activities are specified in the overall 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 refer to the Lead IA to ensure a co-ordinated sequence in the activities; and
  - (c) Providing reports to the Lead IA on these activities, for inclusion in the consolidated reports as per Appendix 4-A.

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

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US \$180 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.

#### Annex XXV

# AGREEMENT BETWEEN THE GOVERNMENT OF LIBYA 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 Libya (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 106.54 ODP tonnes by 1 January 2018 in compliance with Montreal Protocol schedules.
- 2. The Country agrees to meet the annual consumption limits of the 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 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 and 4.2.3 (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 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. In accordance with sub-paragraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of the Substances as set out in row 1.2 of Appendix 2-A of this Agreement. The aforementioned verification will be commissioned by the relevant bilateral or implementing agency.
- 5. The Executive Committee will not provide the Funding in accordance with the Funding Approval Schedule unless the Country satisfies the following conditions at least eight weeks in advance of the applicable Executive Committee meeting set out in the Funding Approval Schedule:
  - (a) 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;
  - (b) That the meeting of these Targets has been independently verified, unless the Executive Committee decided that such verification would not be required;
  - (c) 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

- (d) That the Country has submitted an annual implementation plan in the form of Appendix 4-A covering each calendar year until and including the year for which the funding schedule foresees the submission of the next tranche or, in case of the final tranche, until completion of all activities foreseen.
- 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 annual implementation plans in accordance with their roles and responsibilities set out in Appendix 5-A. This monitoring will also be subject to independent verification as described in paragraph 4 above.
- 7. The Executive Committee agrees that the Country may have the flexibility to reallocate the approved funds, or part of the funds, according to the evolving circumstances to achieve the smoothest reduction of consumption and phase-out of the Substances specified in Appendix 1-A:
  - (a) Reallocations categorized as major changes must be documented in advance either in an annual implementation plan submitted as foreseen in sub-paragraph 5(d) above, or as a revision to an existing annual implementation plan to be submitted eight 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 which would modify any clause of this Agreement;
    - (iii) Changes in the annual levels of funding allocated to individual bilateral or implementing agencies for the different tranches; and
    - (iv) Provision of funding for programmes or activities not included in the current endorsed annual implementation plan, or removal of an activity in the annual implementation plan, with a cost greater than 30 per cent of the total cost of the last approved tranche;
  - (b) 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;
  - (c) Should the Country decide during implementation of the agreement to introduce an alternative technology other than that proposed in the approved HPMP, this would require approval by the Executive Committee as part of an Annual Implementation Plan or the revision of the approved plan. Any submission of such a request for change in technology would identify the associated incremental costs, the potential impact to the climate, and any differences in ODP tonnes to be phased out if applicable. 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;
  - (d) Any enterprise to be converted to non-HCFC technology included in the approved HPMP and that would be found to be ineligible under the guidelines of the Multilateral Fund (i.e., due to foreign ownership or establishment post the 21 September 2007 cut-off date), will not receive assistance. This information would be reported to the Executive Committee as part of the Annual Implementation Plan; and

- (e) Any remaining funds 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 the activities in the refrigeration servicing sub-sector, in particular:
  - (a) The Country would use the flexibility available under this Agreement to address specific needs that might arise during project implementation; and
  - (b) The Country and the bilateral and implementing agencies involved will take full account of the requirements of decisions 41/100 and 49/6 during the implementation of the plan.
- 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 any of the agencies taking part in this Agreement.
- 10. The Lead IA will be responsible for ensuring co-ordinated planning, implementation and reporting of all activities under this Agreement, including but not limited to independent verification as per subparagraph 5(b). The Executive Committee agrees, in principle, to provide the Lead IA with the fees set out in row 2.2 of Appendix 2-A.
- 11. 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 ("Reductions in Funding for Failure to Comply") 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.
- 12. 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.
- 13. The Country will comply with any reasonable request of the Executive Committee, the Lead IA to facilitate implementation of this Agreement. In particular, it will provide the Lead IA with access to the information necessary to verify compliance with this Agreement.
- 14. 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 Plan and its subsequent revisions as per sub-paragraph 5(d) 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), 1(b), 1(d), and 1(e) of Appendix 4-A will continue until the time of the completion unless otherwise specified by the Executive Committee.

15. 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	82.52
HCFC-141b	C	I	31.14
Total			113.66

# **APPENDIX 2-A: THE TARGETS, AND FUNDING**

Row	Particulars	2015	2016	2017	2018	Total			
	Montreal Protocol reduction schedule of	106.54	106.54	106.54	106.54	n/a			
1.1	Annex C, Group I substances								
	(ODP tonnes)								
	Maximum allowable total consumption	122.30	118.40	118.40	106.54	n/a			
1.2	of Annex C, Group I substances								
	(ODP tonnes)								
2.1	Lead IA (UNIDO) agreed funding (US \$)	1,717,950	0	0	190,893	1,908,843			
2.2	Support costs for Lead IA (US \$)	120,257	0	0	13,362	133,619			
3.1	Total agreed funding (US \$)	1,717,950	0	0	190,893	1,908,843			
3.2	Total support costs (US \$)	120,257	0	0	13,362	133,619			
3.3	Total agreed costs (US \$)	1,838,207	0	0	204,255	2,042,462			
4.1.1	Total phase-out of HCFC-22 agreed to be a	chieved under tl	his Agreem	ent (ODP to	onnes)	2.67			
4.1.2	Phase-out of HCFC-22 to be achieved in pre-	eviously approve	ed projects	(ODP tonne	es)	0.00			
4.1.3	Remaining eligible consumption for HCFC	-22 (ODP tonne	s)			79.85			
4.2.1	Total phase-out of HCFC-141b agreed to be achieved under this Agreement (ODP tonnes)								
4.2.2	Phase-out of HCFC-141b to be achieved in	previously appr	oved projec	ets (ODP to	nnes)	0.00			
4.2.3	Remaining eligible consumption for HCFC	-141b (ODP ton	nes)			7.30			

# APPENDIX 3-A: FUNDING APPROVAL SCHEDULE

1. 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 submission of the Implementation Report and Plan for each tranche request will consist of five parts:
  - A narrative report, with data provided by calendar year, regarding the progress since the year (a) prior to the previous report, reflecting 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) of the Agreement and can in addition also include information on activities in the current year;
  - (b) A verification report of the HPMP results and the consumption of the Substances mentioned in Appendix 1-A, as per sub-paragraph 5(b) of the Agreement. If not decided otherwise by the Executive Committee, such a verification has to be provided together with each tranche request and will have to provide verification of the consumption for all relevant years as specified in sub-paragraph 5(a) of the Agreement for which a verification report has not yet been acknowledged by the Committee;
  - (c) A written description of the activities to be undertaken until and including the year of the planned submission of the next tranche request, highlighting 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 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 cover the years specified in sub-paragraph 5(d) of the Agreement. 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 sub-paragraph (b) above;
  - (d) A set of 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(a) above) and the plan (see sub-paragraph 1(c) above), the annual implementation plan and any changes to the overall plan, and will cover the same time periods and activities; and
  - (e) An Executive Summary of about five paragraphs, summarizing the information of the above sub-paragraphs 1(a) to 1(d).

#### APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES

1. The implementation and monitoring will be coordinated by the National Ozone Unit in cooperation with respective governmental bodies. National experts will be employed for particular tasks related to monitoring during the project implementation.

#### APPENDIX 6-A: ROLE OF THE LEAD IMPLEMENTING AGENCY

- 1. The Lead IA will be responsible for a range of activities, including at least the following:
  - (a) Ensuring performance and financial verification in accordance with this Agreement and with its specific internal procedures and requirements as set out in the Country's HPMP;
  - (b) Assisting the Country in preparation of the Implementation Plans and subsequent reports as per Appendix 4-A;
  - (c) Providing independent verification to the Executive Committee that the Targets have been met and associated annual activities have been completed as indicated in the Implementation Plan consistent with Appendix 4-A;
  - (d) Ensuring that the experiences and progress is reflected in updates of the overall plan and in future annual implementation plans consistent with sub-paragraphs 1(c) and 1(d) of Appendix 4-A;
  - (e) 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;
  - (f) Ensuring that appropriate independent technical experts carry out the technical reviews;
  - (g) Carrying out required supervision missions;
  - (h) Ensuring the presence of an operating mechanism to allow effective, transparent implementation of the Implementation Plan and accurate data reporting;
  - (i) 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 each implementing or bilateral agency involved;
  - (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 and the consumption of the Substances mentioned in Appendix 1-A, as per sub-paragraph 5(b) of the Agreement and sub-paragraph 1(b) of Appendix 4-A.

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

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US \$144.03 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.

#### Annex XXVI

# UPDATED AGREEMENT BETWEEN THE GOVERNMENT OF THE PLURINATIONAL STATE OF BOLIVIA 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 the Plurinational State of Bolivia (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 ODP tonnes 3.97 ODP tonnes by 1 January 2020 in compliance with Montreal Protocol schedules.
- 2. The Country agrees to meet the annual consumption limits of the 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 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 which exceeds the level defined in row 1.2 of Appendix 2-A ("maximum allowable total consumption of Annex C, Group I Substances"; the Target) 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 which exceeds the level defined in rows 4.1.3, 4.2.3, 4.3.3 and 4.4.3 (phase-out and 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. In accordance with sub-paragraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of the Substances as set out in row 1.2 of Appendix 2-A ("The Targets, and Funding") of this Agreement. The aforementioned verification will be commissioned by the relevant bilateral or implementing agency.
- 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 60 days prior to the applicable Executive Committee meeting set out in the Funding Approval Schedule:
  - (a) That the Country has met the Targets for all relevant years. Relevant years are all years since the year in which the hydrochlorofluorocarbons phase-out management plan (HPMP) was approved. Exempt are 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;
  - (b) That the meeting of these Targets has been independently verified, except if the Executive Committee decided that such verification would not be required;

- (c) 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;
- (d) That the Country has submitted and received approval from the Executive Committee for an annual implementation plan 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; and
- (e) That, for all submissions from the 68<sup>th</sup> 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.
- 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 annual implementation plans in accordance with their roles and responsibilities set out in Appendix 5-A. This monitoring will also be subject to independent verification as described in paragraph 4 above.
- 7. The Executive Committee agrees that the Country may have the flexibility to reallocate the approved funds, or part of the funds, according to the evolving circumstances to achieve the smoothest reduction of consumption and phase-out of the Substances specified in Appendix 1-A.
  - (a) 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(d) above. Major changes would relate to issues potentially concerning the rules and policies of the Multilateral Fund; changes which would modify any clause of this Agreement; changes in the annual levels of funding allocated to individual bilateral or implementing agencies for the different tranches; and provision of funding for programmes or activities not included in the current endorsed annual implementation plan, or removal of an activity in the annual implementation plan, with a cost greater than 30 per cent of the total cost of the tranche;
  - (b) 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 annual implementation report; and
  - (c) Any remaining funds will be returned to the Multilateral Fund upon closure of the last tranche of the plan.
- 8. Specific attention will be paid to the execution of the activities in the refrigeration servicing sub-sector, in particular:
  - (a) The Country would use the flexibility available under this Agreement to address specific needs that might arise during project implementation; and

- (b) The Country and the bilateral and implementing agencies involved will take full account of the requirements of decisions 41/100 and 49/6 during the implementation of the plan.
- 9. The Country agrees to assume overall responsibility for the management and implementation of this Agreement and of all activities undertaken by it or on its behalf to fulfil the obligations under this Agreement. UNIDO has agreed to be the lead implementing agency (the "Lead IA") and UNDP has agreed to be the cooperating implementing agency (the "Cooperating IA") under the lead of the Lead IA in respect of the Country's activities under this Agreement. The Country agrees to evaluations, which might be carried out under the monitoring and evaluation work programmes of the Multilateral Fund or under the evaluation programme of any of the agencies taking part in this Agreement.
- 10. The Lead IA will be responsible for carrying out the activities of the overall plan with the changes approved as part of the subsequent submissions, including but not limited to independent verification as per sub-paragraph 5(b). This responsibility includes the necessity to co-ordinate with the Cooperating IA to ensure appropriate timing and sequence of activities in the implementation. The Cooperating IA will support the Lead IA by implementing the activities listed in Appendix 6-B under the overall co-ordination of the Lead IA. The Lead IA and Cooperating IA have reached consensus on the arrangements regarding inter-agency planning, reporting and responsibilities under this Agreement to facilitate a co-ordinated implementation of the Plan, including regular co-ordination meetings. The Executive Committee agrees, in principle, to provide the Lead IA and the Cooperating IA with the fees set out in rows 2.2, 2.4 and 2.6 of Appendix 2-A.
- 11. 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.
- 12. 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.
- 13. The Country will comply with any reasonable request of the Executive Committee, and the Lead IA and the Cooperating IA to facilitate implementation of this Agreement. In particular, it will provide the Lead IA and the Cooperating IA with access to information necessary to verify compliance with this Agreement.
- 14. The completion 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 has been specified in Appendix 2-A. Should at that time activities be still outstanding which were foreseen in the Plan and its subsequent revisions as per sub-paragraph 5(d) 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), 1(b), 1(d), and 1(e) of Appendix 4-A continue until the time of the completion if not specified by the Executive Committee otherwise.

- 15. 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.
- 16. This updated Agreement supersedes the Agreement reached between the Government of the Plurinational State of Bolivia and the Executive Committee at the 72<sup>nd</sup> meeting of the Executive Committee.

#### **APPENDICES**

# **APPENDIX 1-A: THE SUBSTANCES**

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)
HCFC-22	С	I	4.89
HCFC-141b	С	I	0.97
HCFC-142b	С	I	0.17
HCFC-124*	С	I	0.07
Sub-total			6.10
HCFC-141b in imported pre-blended	С	I	0.60
polyols			
Total			6.70

<sup>\*</sup> Including negligible amounts of HCFC-123 (0.004 ODP tonnes).

# **APPENDIX 2-A: THE TARGETS, AND FUNDING**

Row	Particulars	2011	2012	2013*	2014	2015	2016	2017	2018	2019	2020	Total
1.1	Montreal Protocol reduction schedule of	n/a	n/a	6.10	6.10	5.49	5.49	5.49	5.49	5.49	3.97	n/a
	Annex C, Group I substances (ODP tonnes)											
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	n/a	n/a	6.10	6.10	5.49	5.49	5.49	5.49	5.49	3.97	n/a
2.1	Lead IA (Germany)* agreed funding (US \$)	94,500	0	0	0	0	0	0	0	0	0	94,500
2.2	Support costs for lead agency (US \$)	12,285	0	0	0	0	0	0	0	0	0	12,285
2.3	Lead IA (UNIDO) agreed funding (US \$)	0	0	94,500	0	64,500	0	0	30,000	0	31,500	220,500
2.4	Support costs for lead agency (US \$)	0	0	8,505	0	5,805	0	0	2,700	0	2,835	19,845
2.5	Cooperating IA (UNDP) agreed funding (US \$)**	0	0	0	0	0	0	0	0	0	0	0
2.6	Support costs for cooperating agency (US \$)	0	0	0	0	0	0	0	0	0	0	0
3.1	Total agreed funding (US \$)	94,500	0	94,500	0	64,500	0	0	30,000	0	31,500	315,000
3.2	Total support costs (US \$)	12,285	0	8,505	0	5,805	0	0	2,700	0	2,835	32,130
3.3	Total agreed costs (US \$)	106,785	0	103,005	0	70,305	0	0	32,700	0	34,735	347,130
4.1.1	Total phase-out of HCFC-22	under this	Agreem	ent (ODP t	onnes)							1.89
4.1.2	Phase-out of HCFC-22 in pro	eviously ap	proved p	orojects (Ol	OP tonn	es)						n/a
4.1.3	Remaining eligible consump	tion for HC	CFC-22 (	ODP tonne	es)		•	•	•	•	•	3.00

4.2.1	Total phase-out of HCFC-141b under this Agreement (ODP tonnes)	0.00
4.2.2	Phase-out of HCFC-141b in previously approved projects (ODP tonnes)	n/a
4.2.3	Remaining eligible consumption for HCFC141b (ODP tonnes)	0.97
4.3.1	Total phase-out of HCFC-142b and HCFC-124 under this Agreement (ODP tonnes)	0.24
4.3.2	Phase-out of HCFC-142b and HCFC-124 in previously approved projects (ODP tonnes)	n/a
4.3.3	Remaining eligible consumption for HCFC-142b and HCFC-124 (ODP tonnes)	0.00
4.4.1	Total phase-out of HCFC-141b in the imported pre-blended polyols agreed to be achieved under this Agreement	
	(ODP tonnes)	0.00
4.4.2	Phase-out of HCFC-141b in the imported pre-blended polyols to be achieved in previously approved projects	
	(ODP tonnes)	n/a
4.4.3	Remaining eligible consumption for HCFC-141b in the imported pre-blended polyols (ODP tonnes)	0.60

<sup>\*</sup> The transfer of the second and the remaining tranches from the Government of Germany to UNIDO was approved at the 74th meeting.

#### APPENDIX 3-A: FUNDING APPROVAL SCHEDULE

1. Funding for the future tranches will be considered for approval not earlier than the second meeting of the year specified in Appendix 2-A.

#### APPENDIX 4-A: FORMAT OF IMPLEMENTATION REPORTS AND PLANS

- 1. The submission of the Implementation Report and Plan for each tranche request will consist of five parts:
  - (a) A narrative report regarding the progress since the approval of the previous tranche, reflecting on 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 further highlight successes, experiences and challenges related to the different activities included in the Plan, reflecting on changes in the circumstances in the Country, and providing other relevant information. The report should also include information about and justification for any changes vis-à-vis the previously submitted tranche plan, 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) of the Agreement and can in addition also include information about activities in the current year;
  - (b) A verification report of the HPMP results and the consumption of the Substances mentioned in Appendix 1-A, as per sub-paragraph 5(b) of the Agreement. If not decided otherwise by the Executive Committee, such a verification has to be provided together with each tranche request and will have to provide verification of the consumption for all relevant years as specified in sub-paragraph 5(a) of the Agreement for which a verification report has not yet been acknowledged by the Committee;
  - (c) A written description of the activities to be undertaken until the planned submission of the next tranche request, highlighting their interdependence, and taking into account experiences made and progress achieved in the implementation of earlier tranches. The description should also include a reference to the overall plan and progress achieved, as well as any possible changes to the overall plan foreseen. The description should cover the years specified in sub-paragraph 5(d) of the Agreement. The description should also specify and explain any revisions to the overall plan which were found to be necessary;

<sup>\*\*</sup> UNDP might implement a project for the phase-out of HCFC-141b contained in imported pre-blended polyols if submitted by the Government of the Plurinational State of Bolivia during the implementation of stage I of the HPMP.

- (d) A set of quantitative information for the report and plan, submitted into a database. As per the relevant decisions of the Executive Committee in respect to the format required, the data should be submitted online. 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(a) above) and the plan (see sub-paragraph 1(c) above), and will cover the same time periods and activities; it will also capture the quantitative information regarding any necessary revisions of the overall plan as per sub-paragraph 1(c) above. While the quantitative information is required only for previous and future years, the format will include the option to submit in addition information regarding the current year if desired by the Country and the Lead IA; and
- (e) An Executive Summary of about five paragraphs, summarizing the information of above sub-paragraphs 1(a) to 1(d).

#### **APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES**

1. The national ozone unit (NOU) will be responsible for overall monitoring and coordination of the implementation of the HPMP with the assistance from the Lead IA. The NOU will submit annual progress reports of status of implementation of the HPMP to the Lead IA. Monitoring of progress made and verification of performance indicators and outcomes, as specified in the Plan, will be assigned to independent consultants by the Lead IA.

#### APPENDIX 6-A: ROLE OF THE LEAD IMPLEMENTING AGENCY

- 1. The Lead IA will be responsible for a range of activities. These can be specified in the project document further, but include 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 HPMP;
  - (b) Assisting the Country in preparation of the Implementation Plans and subsequent reports as per Appendix 4-A;
  - (c) Providing verification to the Executive Committee that the Targets have been met and associated annual activities have been completed as indicated in the Implementation Plan consistent with Appendix 4-A;
  - (d) Ensuring that the experiences and progress is reflected in updates of the overall plan and in future annual implementation plans consistent with sub-paragraphs 1(c) and 1(d) of Appendix 4-A;
  - (e) 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. The reporting requirements include the reporting about activities undertaken by the Cooperating IA;
  - (f) Ensuring that appropriate independent technical experts carry out the technical reviews;
  - (g) Carrying out required supervision missions;

- (h) Ensuring the presence of an operating mechanism to allow effective, transparent implementation of the Implementation Plan and accurate data reporting;
- (i) Co-ordinating the activities of the Cooperating IA, and ensuring appropriate sequence of activities:
- (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 and the Cooperating IA, the allocation of the reductions to the different budget items and to the funding of each implementing or bilateral agency involved;
- (k) Ensuring that disbursements made to the Country are based on the use of the indicators;
- (l) 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 and the consumption of the Substances mentioned in Appendix 1-A, as per sub-paragraph 5(b) of the Agreement and sub-paragraph 1(b) of Appendix 4-A.

#### APPENDIX 6-B: ROLE OF THE COOPERATING IMPLEMENTING AGENCY

- 1. In case UNDP implements the project for the phase-out of HCFC-141b contained in imported pre-blended polyols that could be submitted by the country during implementation of stage I of the HPMP, UNDP will be responsible for a range of activities. These activities are specified in the overall plan further, but include 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 Lead IA to ensure a co-ordinated sequence in the activities; and
  - (c) Providing reports to the Lead IA on these activities, for inclusion in the consolidated reports as per Appendix 4-A.

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

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US \$180 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.

#### Annex XXVII

## UPDATED AGREEMENT BETWEEN THE GOVERNMENT OF BRAZIL 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 Brazil 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 1,194.8 ODP tonnes by 1 January 2015 in compliance with Montreal Protocol schedule, 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 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 which exceeds the level defined in row 1.2 of Appendix 2-A ("Maximum allowable total consumption of Annex C, Group I Substances") 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 which exceeds the level defined in rows 4.1.3, 4.2.3, 4.3.3, 4.4.3 and 4.5.3 (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. In accordance with sub-paragraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of the Substances as set out in row 1.2 of Appendix 2-A ("The Targets, and Funding") of this Agreement. The aforementioned verification will be commissioned by the relevant bilateral or implementing agency.
- 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 60 days prior to the applicable Executive Committee meeting set out in the Funding Approval Schedule:
  - (a) That the Country has met the Targets for all relevant years. Relevant years are all years since the year in which the hydrochlorofluorocarbons phase-out management plan (HPMP) was approved. Exempt are 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;
  - (b) That the meeting of these Targets has been independently verified, except if the Executive Committee decided that such verification would not be required;
  - (c) 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;

- (d) That the Country has submitted and received approval from the Executive Committee for an annual implementation plan 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; and
- (e) That, for all submissions from the 68<sup>th</sup> 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.
- 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 annual implementation plans in accordance with their roles and responsibilities set out in Appendix 5-A. This monitoring will also be subject to independent verification as described in paragraph 4 above.
- 7. The Executive Committee agrees that the Country may have the flexibility to reallocate the approved funds, or part of the funds, according to the evolving circumstances to achieve the smoothest reduction of consumption and phase-out of the Substances specified in Appendix 1-A.
  - (a) 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(d) above. Major changes would relate to issues potentially concerning the rules and policies of the Multilateral Fund; changes which would modify any clause of this Agreement; changes in the annual levels of funding allocated to individual bilateral or implementing agencies for the different tranches; and provision of funding for programmes or activities not included in the current endorsed annual implementation plan, or removal of an activity in the annual implementation plan, with a cost greater than 30 per cent of the total cost of the tranche;
  - (b) 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 annual implementation report;
  - (c) Any enterprise to be converted to non-HCFC technology included in the approved HPMP and that would be found to be ineligible under the guidelines of the Multilateral Fund (i.e., due to foreign ownership or establishment post the 21 September 2007 cut-off date), will not receive assistance. This information would be reported to the Executive Committee as part of the Annual Implementation Plan; and
  - (d) Any remaining funds will be returned to the Multilateral Fund.
- 8. Specific attention will be paid to the execution of the activities in the refrigeration servicing sub-sector, in particular:
  - (a) The Country would use the flexibility available under this Agreement to address specific needs that might arise during project implementation; and
  - (b) The Country and the bilateral and implementing agencies involved will take full account of the requirements of decisions 41/100 and 49/6 during the implementation of the plan.

- 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 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 any of the agencies taking part in this Agreement.
- 10. The Lead IA will be responsible for carrying out the activities of the overall plan with the changes approved as part of the subsequent submissions, including but not limited to independent verification as per sub-paragraph 5(b). This responsibility includes the necessity to co-ordinate with the Cooperating IA to ensure appropriate timing and sequence of activities in the implementation. The Cooperating IA will support the Lead IA by implementing the activities listed in Appendix 6-B under the overall co-ordination of the Lead IA. The Lead IA and Cooperating IA have reached consensus on the arrangements regarding inter-agency planning, reporting and responsibilities under this Agreement to facilitate a co-ordinated implementation of the Plan, including regular co-ordination meetings. 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.
- 11. 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.
- 12. 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.
- 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 information necessary to verify compliance with this Agreement.
- 14. The completion 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 has been specified in Appendix 2-A. Should at that time activities be still outstanding which were foreseen in the Plan and its subsequent revisions as per sub-paragraph 5(d) 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), 1(b), 1(d), and 1(e) of Appendix 4-A continue until the time of the completion if not specified by the Executive Committee otherwise.

- 15. 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.
- 16. The updated Agreement supersedes the Agreement reached between the Government of Brazil and the Executive Committee at the 64<sup>th</sup> meeting of the Executive Committee.

#### **APPENDIX 1-A: THE SUBSTANCES**

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)
HCFC-22	С	I	792.0
HCFC-141b	С	I	521.7
HCFC-142b	С	I	5.6
HCFC-123	С	I	0.3
HCFC-124	С	I	7.7
Total			1,327.3

Row	Particulars	2011	2012	2013	2014	2015	Total
	Montreal Protocol reduction	n/a	n/a	1,327.30	1,327.30	1,194.80	n/a
1.1	schedule of Annex C, Group I						
	substances (ODP tonnes)	,	,	1 227 20	1 227 20	1 104 00	/
1.2	Maximum allowable total consumption of Annex C Group I	n/a	n/a	1,327.30	1,327.30	1,194.80	n/a
1.2	substances (ODP tonnes)						
2.1	Lead IA (UNDP) agreed funding (US \$)	4,456,257	3,400,000	3,000,000	3,000,000	1,470,700*	15,326,957
2.2	Support costs for Lead IA (US \$)	334,219	255,000	225,000	225,000	110,303	1,149,522
2.3	Cooperating IA (Germany) agreed funding (US \$)	1,209,091	2,472,727	0	0	409,091	4,090,909
2.4	Support costs for Cooperating IA (US \$)	153,000	262,000	0	0	45,000	460,000
3.1	Total agreed funding (US \$)	5,665,348	5,872,727	3,000,000	3,000,000	1,879,791	19,417,866
3.2	Total support costs (US \$)	487,219	517,000	225,000	225,000	155,303	1,609,522
3.3	Total agreed costs (US \$)	6,152,567	6,389,727	3,225,000	3,225,000	2,035,094	21,027,388
4.1.1	Total phase-out of HCFC-22 agreed to	be achieved	under this A	greement (Ol	OP tonnes)		51.5
4.1.2	Phase-out of HCFC-22 to be achieved	in previously	approved pr	ojects (ODP	tonnes)		0
4.1.3	Remaining eligible consumption for H	CFC-22 (OD	P tonnes)				740.6
4.2.1	Total phase-out of HCFC-141b agreed	to be achieve	ed under this	Agreement (	ODP tonnes)		168.8
4.2.2	Phase-out of HCFC-141b to be achieved	ed in previous	sly approved	projects (OD	P tonnes)		0
4.2.3	.3 Remaining eligible consumption for HCFC-141b (ODP tonnes)						
4.3.1	.1 Total phase-out of HCFC-142b agreed to be achieved under this Agreement (ODP tonnes)						
4.3.2	3.2 Phase-out of HCFC-142b to be achieved in previously approved projects (ODP tonnes)						
4.3.3	Remaining eligible consumption for H	CFC-142b (C	DP tonnes)				5.6
4.4.1	Total phase-out of HCFC-123 agreed t	o be achieved	d under this A	Agreement (O	DP tonnes)		0

4.4.2	Phase-out of HCFC-123 to be achieved in previously approved projects (ODP tonnes)	0
4.4.3	Remaining eligible consumption for HCFC-123 (ODP tonnes)	0.3
4.5.1	Total phase-out of HCFC-124 agreed to be achieved under this Agreement (ODP tonnes)	0
4.5.2	Phase-out of HCFC-124 to be achieved in previously approved projects (ODP tonnes)	0
4.5.3	Remaining eligible consumption for HCFC-124 (ODP tonnes)	7.7

<sup>\*</sup> US \$179,300 and agency support cost of US \$13,448 for UNDP were deducted from the fifth tranche as the enterprise Arinos is not eligible for funding under the Multilateral Fund and is converting with its own resources.

#### APPENDIX 3-A: FUNDING APPROVAL SCHEDULE

1. Funding for the future tranches will be considered for approval not earlier than the second meeting of the year specified in Appendix 2-A.

#### APPENDIX 4-A: FORMAT OF IMPLEMENTATION REPORTS AND PLANS

- 1. The submission of the Implementation Report and Plan for each tranche request will consist of five parts:
  - (a) A narrative report regarding the progress since the approval of the previous tranche, reflecting on 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 further highlight successes, experiences and challenges related to the different activities included in the Plan, reflecting on changes in the circumstances in the Country, and providing other relevant information. The report should also include information about and justification for any changes vis-à-vis the previously submitted tranche plan, 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) of the Agreement and can in addition also include information about activities in the current year;
  - (b) A verification report of the HPMP results and the consumption of the Substances mentioned in Appendix 1-A, as per sub-paragraph 5(b) of the Agreement. If not decided otherwise by the Executive Committee, such a verification has to be provided together with each tranche request and will have to provide verification of the consumption for all relevant years as specified in sub-paragraph 5(a) of the Agreement for which a verification report has not yet been acknowledged by the Committee;
  - (c) A written description of the activities to be undertaken until the planned submission of the next tranche request, highlighting their interdependence, and taking into account experiences made and progress achieved in the implementation of earlier tranches. The description should also include a reference to the overall plan and progress achieved, as well as any possible changes to the overall plan foreseen. The description should cover the years specified in sub-paragraph 5(d) of the Agreement. The description should also specify and explain any revisions to the overall plan which were found to be necessary;
  - (d) A set of quantitative information for the report and plan, submitted into a database. As per the relevant decisions of the Executive Committee in respect to the format required, the data should be submitted online. 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(a) above) and the plan (see sub-paragraph 1(c) above),

and will cover the same time periods and activities; it will also capture the quantitative information regarding any necessary revisions of the overall plan as per sub-paragraph 1(c) above. While the quantitative information is required only for previous and future years, the format will include the option to submit in addition information regarding the current year if desired by the Country and the Lead IA; and

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

#### APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES

- 1. The Ministry of Environment (Ministério do Meio Ambiente (MMA) is responsible for the overall coordination of activities to be undertaken in the HCFC Phase-Out Management Plan and acts as the National Ozone Unit. The Brazilian Institute of Environment and Natural Renewable Resources (IBAMA) is the enforcement institution linked to MMA which is responsible for carrying out national policies and legislations regarding the control of ozone depleting substances. The National Ozone Unit (under MMA) monitors at managerial level the consumption of all ozone depleting substances (ODS). IBAMA controls through the licensing system the ODS consumption (import and export) and end-user level. The lead and cooperating agencies will be responsible of implementing and monitoring the activities under their responsibility. The Government has offered continuity of activities and endorsement for the projects through the institutional support over the next years.
- 2. Close monitoring of all activities and coordination between stakeholders is an essential element of the HPMP and key to reach compliance. There will be regular coordination meetings with industry stakeholders, HCFC importers, relevant Government stakeholders (i.e. PROZON), various industrial associations, and all sectors involved, in order to enact the necessary agreements and measures to carry out the investment and non-investment activities on time and in a coordinated manner. In the manufacturing sector the implementation process and the achievement of the phase-out will be monitored through site visits at enterprise level. Yearly monitoring will be carried out through the ODS licensing and quota system. Verification site visits will be undertaken by independent international experts.
- 3. Yearly monitoring will be carried out through the ODS licensing and quota system. Verification site visits will be undertaken by independent international experts and auditors.

#### APPENDIX 6-A: ROLE OF THE LEAD IMPLEMENTING AGENCY

- 1. The Lead IA will be responsible for a range of activities. These can be specified in the project document further, but include 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 HPMP;
  - (b) Assisting the Country in preparation of the Implementation Plans and subsequent reports as per Appendix 4-A;
  - (c) Providing verification to the Executive Committee that the Targets have been met and associated annual activities have been completed as indicated in the Implementation Plan consistent with Appendix 4-A;

- (d) Ensuring that the experiences and progress is reflected in updates of the overall plan and in future annual implementation plans consistent with sub-paragraphs 1(c) and 1(d) of Appendix 4-A;
- (e) 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. The reporting requirements include the reporting about activities undertaken by the Cooperating IA;
- (f) Ensuring that appropriate independent technical experts carry out the technical reviews;
- (g) Carrying out required supervision missions;
- (h) Ensuring the presence of an operating mechanism to allow effective, transparent implementation of the Implementation Plan and accurate data reporting;
- (i) Co-ordinating the activities of the Cooperating IA, and ensuring appropriate sequence of activities;
- (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 and the Cooperating IA, the allocation of the reductions to the different budget items and to the funding of each implementing or bilateral agency involved;
- (k) Ensuring that disbursements made to the Country are based on the use of the indicators; and
- (1) 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 organization to carry out the verification of the HPMP results and the consumption of the Substances mentioned in Appendix 1-A, as per sub-paragraph 5(b) of the Agreement and sub-paragraph 1(b) of Appendix 4-A.

#### APPENDIX 6-B: ROLE OF THE COOPERATING IMPLEMENTING AGENCY

- 1. The Cooperating IA will be responsible for a range of activities. These activities are specified in the overall plan further, but include 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 Lead IA to ensure a co-ordinated sequence in the activities; and
  - (c) Providing reports to the Lead IA on these activities, for inclusion in the consolidated reports as per Appendix 4-A.

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

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US \$180 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.

#### Annex XXVIII

## UPDATED AGREEMENT BETWEEN THE GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN 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 the Hashemite Kingdom of Jordan (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 66.4 ODP tonnes by 1 January 2017 in compliance with Montreal Protocol schedules.
- 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 ("Maximum allowable total consumption of Annex C, Group I Substances") 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 and 4.3.3 (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 plans submitted. In accordance with sub paragraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits for each of the Substances as set out in row 1.2 of Appendix 2-A ("The Targets, and Funding") of this Agreement. The aforementioned verification will be commissioned by the relevant bilateral or implementing agency.
- 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 weeks in advance of the applicable Executive Committee meeting set out in the Funding Approval Schedule:
  - (a) That the Country has met the Targets for all relevant years. Relevant years are all years since the year in which the hydrochlorofluorocarbons phase-out management plan (HPMP) 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;
  - (b) That the meeting of these Targets has been independently verified, unless the Executive Committee decided that such verification would not be required;
  - (c) 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;

- (d) That the Country has submitted and received approval from the Executive Committee for an annual implementation plan 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; and
- (e) That, for all submissions from the 68<sup>th</sup> 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.
- 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 annual implementation plans in accordance with their roles and responsibilities set out in Appendix 5-A. This monitoring will also be subject to independent verification as described in paragraph 4 above.
- 7. The Executive Committee agrees that the Country may have the flexibility to reallocate the approved funds, or part of the funds, according to the evolving circumstances to achieve the smoothest reduction of consumption and phase-out of the Substances specified in Appendix 1-A.
  - (a) 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(d) 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;
  - (b) Provision of funding for programmes or activities not included in the current endorsed annual implementation plan, with a cost greater than 30 per cent of the total cost of the last approved tranche;
  - (c) Removal of activities in the annual implementation plan with a cost greater than 30 per cent of the total cost of the last approved tranche;
  - (d) 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
  - (e) Any remaining funds 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 the activities in the refrigeration servicing sub-sector, in particular:
  - (a) The Country would use the flexibility available under this Agreement to address specific needs that might arise during project implementation; and
  - (b) The Country and the bilateral and implementing agencies involved will take full account of the requirements of decisions 41/100 and 49/6 during the implementation of the plan.
- 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 the World Bank 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 any of the agencies taking part in this Agreement.
- 10. The Lead IA will be responsible for carrying out the activities of the overall plan with the changes approved as part of the subsequent submissions, including but not limited to independent verification as per sub-paragraph 5(b). This responsibility includes the necessity to co-ordinate with the Cooperating IA to ensure appropriate timing and sequence of activities in the implementation. The Cooperating IA will support the Lead IA by implementing the activities listed in Appendix 6-B under the overall co-ordination of the Lead IA. The Lead IA and Cooperating IA have reached consensus on the arrangements regarding inter-agency planning, reporting and responsibilities under this Agreement to facilitate a co-ordinated implementation of the Plan, including regular co-ordination meetings 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.
- 11. 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.
- 12. 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.
- 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.

- 14. 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 Plan and its subsequent revisions as per sub-paragraph 5(d) 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), 1(b), 1(d), and 1(e) of Appendix 4-A will continue until the time of the completion unless otherwise specified by the Executive Committee.
- 15. 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.
- 16. The updated Agreement supersedes the Agreement reached between the Government of the Hashemite Kingdom of Jordan and the Executive Committee at the 65<sup>th</sup> meeting of the Executive Committee.

#### **APPENDIX 1-A: THE SUBSTANCES**

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)
			(ODF tollies)
HCFC-22	C	I	54.19
HCFC-141b	C	I	28.79
Sub-total			82.98
HCFC-141b* i	HCFC-141b* in imported pre-blended polyols		11.31
Total		-	94.29

<sup>\*</sup>Average of 2007-2009 in eligible enterprises

Row	Particulars	2010	2011	2012	2013	2014	2015	2016	2017	Total
1.1	Montreal Protocol reduction schedule of	n/a	n/a	n/a	83.0	83.0	74.7	74.7	74.7	n/a
	Annex C, Group I substances (ODP									
	tonnes)									
1.2	Maximum allowable total consumption of	n/a	n/a	n/a	83.0	83.0	74.7	70.5	66.4	n/a
	Annex C, Group I substances (ODP									
	tonnes)									
2.1	Lead IA (UNIDO) agreed funding (US \$)	2,167,033	70,000	0	0	0	22,184	0	0	2,259,217
2.2	Support costs for Lead IA (US \$)	162,527	6,300	0	0	0	1,997	0	0	170,824
2.3	Cooperating IA (World Bank) agreed	0	1,070,100	0	0**	0	0	0	0	1,070,100
	funding (US \$)									
2.4	Support costs for Cooperating IA (US \$)	0	79,823	0	0	0	0	0	0	79,823
3.1	Total agreed funding (US \$)	2,167,033	1,140,100	0	0	0	22,184	0	0	3,329,317
3.2	Total support cost (US \$)	162,527	86,123	0	0	0	1,997	0	0	250,647
3.3	Total agreed costs (US\$)	2,329,560*	1,226,223	0	0	0	24,181	0	0	3,579,964
4.1.1	Total phase-out of HCFC-22 agreed to be ac	hieved under t	his Agreemei	nt (ODP	tonnes)					17.44
4.1.2	Phase-out of HCFC-22 to be achieved in pre	viously approv	ed projects (	ODP to	nnes)					6.88*
4.1.3	.3 Remaining eligible consumption for HCFC-22 (ODP tonnes)									29.87
4.2.1	2.1 Total phase-out of HCFC-141b agreed to be achieved under this Agreement (ODP tonnes)									0.00
4.2.2	Phase-out of HCFC-141b to be achieved in p	previously app	roved project	s (ODP	tonnes)					1.19*
4.2.3	Remaining eligible consumption for HCFC-	141b (ODP tor	nnes)							27.60

4.3.1	Total phase-out of HCFC-141b contained in imported pre-blended polyols agreed to be achieved under this Agreement	0.00
	(ODP tonnes)	
4.3.2	Phase-out of HCFC-141b contained in imported pre-blended polyols to be achieved in previously approved projects (ODP	0.00
	tonnes)	
4.3.3	Remaining eligible consumption for of HCFC-141b contained in imported pre-blended polyols (ODP tonnes)	11.31

#### APPENDIX 3-A: FUNDING APPROVAL SCHEDULE

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

#### APPENDIX 4-A: FORMAT OF IMPLEMENTATION REPORTS AND PLANS

- 1. The submission of the Implementation Report and Plan for each tranche request will consist of five parts:
  - A narrative report regarding the progress since the approval of the previous tranche, (a) reflecting on 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) of the Agreement and can in addition also include information on activities in the current year;
  - (b) A verification report of the HPMP results and the consumption of the Substances mentioned in Appendix 1-A, as per sub-paragraph 5(b) of the Agreement. If not decided otherwise by the Executive Committee, such a verification has to be provided together with each tranche request and will have to provide verification of the consumption for all relevant years as specified in sub-paragraph 5(a) of the Agreement for which a verification report has not yet been acknowledged by the Committee;
  - A written description of the activities to be undertaken until and including the year of the (c) planned submission of the next tranche request, highlighting 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 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 cover the years specified in sub-paragraph 5(d) of the Agreement. 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 sub-paragraph (b) above;

<sup>\*</sup> Approved at the 60<sup>th</sup> meeting for Petra Engineering Co. and herewith subsumed into this Agreement.
\*\* Funds associated with Middle East Complex for Engineering, Electronics and Heavy Industries PLC, withdrawn from stage I.

- (d) A set of 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(a) above) and the plan (see sub-paragraph 1(c) above), the annual implementation plan and any changes to the overall plan, and will cover the same time periods and activities; and
- (e) An Executive Summary of about five paragraphs, summarizing the information of the above sub-paragraphs 1(a) to 1(d).

## APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES

1. The implementation and monitoring of this HPMP will be co-ordinated by the National Ozone Unit in cooperation with respective governmental bodies and also national experts recruited for particular tasks which would arose in the course of the project implementation. An independent chartered national auditing organization will be recruited by the Lead IA to verify consumption.

#### 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 HPMP;
  - (b) Assisting the Country in preparation of the Implementation Plans and subsequent reports as per Appendix 4-A;
  - (c) Providing independent verification to the Executive Committee that the Targets have been met and associated annual activities have been completed as indicated in the Implementation Plan consistent with Appendix 4-A;
  - (d) Ensuring that the experiences and progress is reflected in updates of the overall plan and in future annual implementation plans consistent with sub-paragraphs 1(c) and 1(d) of Appendix 4-A;
  - (e) 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:
  - (f) Ensuring that appropriate independent technical experts carry out the technical reviews undertaken by the Lead IA;
  - (g) Carrying out required supervision missions;
  - (h) Ensuring the presence of an operating mechanism to allow effective, transparent implementation of the Implementation Plan and accurate data reporting;

- (i) 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 each implementing or bilateral agency involved;
- (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 and the consumption of the Substances mentioned in Appendix 1-A, as per sub-paragraph 5(b) of the Agreement and sub-paragraph 1(b) of Appendix 4-A.

#### APPENDIX 6-B: ROLE OF THE COOPERATING IMPLEMENTING AGENCY

- 1. The Cooperating IA will be responsible for a range of activities. These activities are specified in the overall plan further, but include 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 Lead IA to ensure a co-ordinated sequence in the activities; and
  - (c) Providing reports to the Lead IA on these activities, for inclusion in the consolidated reports as per Appendix 4-A.

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

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US \$279 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.

#### Annex XXIX

## UPDATED AGREEMENT BETWEEN THE GOVERNMENT OF MALAYSIA AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROCHLOROFLUROCARBONS

- 1. This Agreement represents the understanding of the Government of Malaysia (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 438.40 ODP tonnes by 1 January 2016 in compliance with Montreal Protocol schedules.
- 2. The Country agrees to meet the annual consumption limits of the 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 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 and 4.2.3, 4.3.3, 4.4.3, 4.5.3, 4.6.3 and 4.7.3 (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 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. In accordance with sub-paragraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of the Substances as set out in row 1.2 of Appendix 2-A of this Agreement. The aforementioned verification will be commissioned by the relevant bilateral or implementing agency.
- 5. The Executive Committee will not provide the Funding in accordance with the Funding Approval Schedule unless the Country satisfies the following conditions at least eight weeks in advance of the applicable Executive Committee meeting set out in the Funding Approval Schedule:
  - (a) 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;
  - (b) That the meeting of these Targets has been independently verified, unless the Executive Committee decided that such verification would not be required;
  - (c) 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;

- (d) That the Country has submitted an annual implementation plan in the form of Appendix 4-A covering each calendar year until and including the year for which the funding schedule foresees the submission of the next tranche or, in case of the final tranche, until completion of all activities foreseen; and
- (e) That, for all submissions from the 68<sup>th</sup> 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.
- 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 annual implementation plans in accordance with their roles and responsibilities set out in Appendix 5-A. This monitoring will also be subject to independent verification as described in paragraph 4 above.
- 7. The Executive Committee agrees that the Country may have the flexibility to reallocate the approved funds, or part of the funds, according to the evolving circumstances to achieve the smoothest reduction of consumption and phase-out of the Substances specified in Appendix 1-A:
  - (a) Reallocations categorized as major changes must be documented in advance either in an annual implementation plan submitted as foreseen in sub-paragraph 5(d) above, or as a revision to an existing annual implementation plan to be submitted eight 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 which would modify any clause of this Agreement;
    - (iii) Changes in the annual levels of funding allocated to individual bilateral or implementing agencies for the different tranches; and
    - (iv) Provision of funding for programmes or activities not included in the current endorsed annual implementation plan, or removal of an activity in the annual implementation plan, with a cost greater than 30 per cent of the total cost of the last approved tranche;
  - (b) 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;
  - (c) Should the Country decide during implementation of the agreement to introduce an alternative technology other than that proposed in the approved HPMP, this would require approval by the Executive Committee as part of an Annual Implementation Plan or the revision of the approved plan. Any submission of such a request for change in technology would identify the associated incremental costs, the potential impact to the climate, and any differences in ODP tonnes to be phased out if applicable. 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; and

- (d) Any remaining funds 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 the activities in the refrigeration servicing sub-sector, in particular:
  - (a) The Country would use the flexibility available under this Agreement to address specific needs that might arise during project implementation; and
  - (b) The Country and the bilateral and implementing agencies involved will take full account of the requirements of decisions 41/100 and 49/6 during the implementation of the plan.
- 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 any of the agencies taking part in this Agreement.
- 10. The Lead IA will be responsible for ensuring co-ordinated planning, implementation and reporting of all activities under this Agreement, including but not limited to independent verification as per sub-paragraph 5(b). The Executive Committee agrees, in principle, to provide the Lead IA with the fees set out in row 2.2 of Appendix 2-A.
- 11. 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 ("Reductions in Funding for Failure to Comply") 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.
- 12. 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.
- 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.
- 14. 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 Plan and its subsequent revisions as per sub-paragraph 5(d) 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), 1(b), 1(d), and 1(e) of Appendix 4-A will continue until the time of the completion unless otherwise specified by the Executive Committee.

- 15. 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.
- 16. The updated Agreement supersedes the Agreement reached between the Government of Malaysia and the Executive Committee at the 65<sup>th</sup> meeting of the Executive Committee.

**APPENDIX 1-A: THE SUBSTANCES** 

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)
HCFC-123	С	I	1.13
HCFC-141	С	I	0.94
HCFC-141b	С	I	162.54
HCFC-142b	С	I	0.79
HCFC-21	С	I	0.74
HCFC-22	С	I	349.54
HCFC-225	С	I	0.08
Total			515.76

Row	Particulars	2011	2012	2013	2014	2015	2016	Total
1.1	Montreal Protocol reduction schedule of	N/A	N/A	515.76	515.76	464.18	464.18	N/A
	Annex C, Group I substances (ODP tonnes)  Maximum allowable total consumption of	N/A	N/A	515.18	515.76	464.18	438.40	N/A
1.2	Annex C, Group I substances (ODP tonnes)	IV/A	IV/A	313.16	313.70	404.10	436.40	IV/A
2.1	Lead IA UNDP agreed funding (US \$)	5,000,000	0	3,628,723	0	817,452	141,295	9,587,470
2.2	Support costs for Lead IA (US \$)	375,000	0	272,154	0	61,309	10,597	719,060
3.1	Total agreed funding (US \$)	5,000,000	0	3,628,723	0	817,452	141,295	9,587,470
3.2	Total support cost (US \$)	375,000	0	272,154	0	61,309	10,597	719,060
3.3	Total agreed costs (US\$)	5,375,000	0	3,900,877	0	878,761	151,892	10,306,530
4.1.1	Total phase-out of HCFC-123 agreed to be ac	hieved under	this Agreen	nent (ODP to	nnes)			0
4.1.2	Phase-out of HCFC-123 to be achieved in pre	viously appro	oved projects	s (ODP tonne	es)			0
4.1.3	Remaining eligible consumption for HCFC-1	23 (ODP toni	nes)					1.13
4.2.1	Total phase-out of HCFC-141 agreed to be ac							0
4.2.2	Phase-out of HCFC-141 to be achieved in pre			s (ODP tonne	es)			0
4.2.3	Remaining eligible consumption for HCFC-1							0.94
4.3.1	Total phase-out of HCFC-141b agreed to be a							94.60
4.3.2	Phase-out of HCFC-141b to be achieved in pr	eviously app	roved projec	ts (ODP tonn	ies)			0
4.3.3	Remaining eligible consumption for HCFC-1							67.94
4.4.1	Total phase-out of HCFC-142b agreed to be a							0
4.4.2	Phase-out of HCFC-142b to be achieved in pr	eviously app	roved projec	ts (ODP tonn	ies)			0
4.4.3	Remaining eligible consumption for HCFC-1	42b (ODP to	nnes)					0.79
4.5.1	Total phase-out of HCFC-21 agreed to be ach	ieved under t	this Agreeme	ent (ODP ton	nes)			0
4.5.2	Phase-out of HCFC-21 to be achieved in prev			(ODP tonnes	)			0
4.5.3	Remaining eligible consumption for HCFC-2	1 (ODP tonne	es)					0.74
4.6.1	Total phase-out of HCFC-22 agreed to be ach	ieved under t	his Agreeme	ent (ODP ton	nes)			17.25
4.6.2	.2 Phase-out of HCFC-22 to be achieved in previously approved projects (ODP tonnes)							
4.6.3								332.29
4.7.1	Total phase-out of HCFC-225 agreed to be ac	hieved under	this Agreen	nent (ODP to	nnes)			0
4.7.2	Phase-out of HCFC-225 to be achieved in pre	viously appro	oved projects	s (ODP tonne	es)			0
4.7.3	Remaining eligible consumption for HCFC-2							0.08

#### APPENDIX 3-A: FUNDING APPROVAL SCHEDULE

1. 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 submission of the Implementation Report and Plan for each tranche request will consist of five parts:
  - A narrative report, with data provided by calendar year, regarding the progress since the (a) year prior to the previous report, reflecting 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) of the Agreement and can in addition also include information on activities in the current year;
  - (b) A verification report of the HPMP results and the consumption of the Substances mentioned in Appendix 1-A, as per sub-paragraph 5(b) of the Agreement. If not decided otherwise by the Executive Committee, such a verification has to be provided together with each tranche request and will have to provide verification of the consumption for all relevant years as specified in sub-paragraph 5(a) of the Agreement for which a verification report has not yet been acknowledged by the Committee;
  - (c) A written description of the activities to be undertaken until and including the year of the planned submission of the next tranche request, highlighting 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 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 cover the years specified in sub-paragraph 5(d) of the Agreement. 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 sub-paragraph (b) above;
  - (d) A set of 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(a) above) and the plan (see sub-paragraph 1(c) above), the annual implementation plan and any changes to the overall plan, and will cover the same time periods and activities; and

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

#### **APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES**

- 1. The monitoring process will be managed by the Department of Environment (DOE) through the Ozone Protection Section with the assistance of the Lead IA.
- 2. The consumption will be monitored and determined based on official import and export data for the Substances recorded by relevant government departments.
- 3. DOE shall compile and report the following data and information on an annual basis on or before the relevant due dates:
  - (a) Annual reports on consumption of the Substances to be submitted to the Ozone Secretariat; and
  - (b) Annual reports on progress of implementation of HPMP to be submitted to the Executive Committee of the Multilateral Fund.
- 4. DOE and Lead IA will engage an independent and qualified entity to carry out a qualitative and quantitative performance evaluation of the HPMP implementation.
- 5. The evaluating entity shall have full access to relevant technical and financial information related to implementation of the HPMP.
- 6. The evaluating entity shall prepare and submit to DOE and the Lead IA, a consolidated draft report at the end of each annual implementation plan, comprising of the findings of the evaluation and recommendations for improvements or adjustments, if any. The draft report shall include the status of the Country's compliance with the provisions of this Agreement.
- 7. Upon incorporating the comments and explanations as may be applicable, from DOE and Lead IA, the evaluating entity shall finalize the report and submit to DOE and Lead IA.
- 8. DOE shall endorse the final report and the Lead IA shall submit the same to the relevant meeting of the Executive Committee along with the annual implementation plan and reports.

## 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 HPMP;
  - (b) Assisting the Country in preparation of the Implementation Plans and subsequent reports as per Appendix 4-A;
  - (c) Providing independent verification to the Executive Committee that the Targets have been met and associated annual activities have been completed as indicated in the Implementation Plan consistent with Appendix 4-A;

- (d) Ensuring that the experiences and progress is reflected in updates of the overall plan and in future annual implementation plans consistent with sub-paragraphs 1(c) and 1(d) of Appendix 4-A;
- (e) 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;
- (f) Ensuring that appropriate independent technical experts carry out the technical reviews;
- (g) Carrying out required supervision missions;
- (h) Ensuring the presence of an operating mechanism to allow effective, transparent implementation of the Implementation Plan and accurate data reporting;
- (i) 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;
- (j) Ensuring that disbursements made to the Country are based on the use of the indicators;
- (k) Providing assistance with policy, management and technical support when required.
- 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 and the consumption of the Substances mentioned in Appendix 1-A, as per sub-paragraph 5(b) of the Agreement and sub-paragraph 1(b) of Appendix 4-A.

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

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US \$186 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.

#### Annex XXX

## UPDATED AGREEMENT BETWEEN THE GOVERNMENT OF PERU 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 Peru (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 24.19 ODP tonnes by 1 January 2016 in compliance with Montreal Protocol schedules.
- 2. The Country agrees to meet the annual consumption limits of the 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 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 and 4.5.3 (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 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. In accordance with sub-paragraph 5(b) of this Agreement, the Country will accept independent verification of the achievement of the annual consumption limits of the Substances as set out in row 1.2 of Appendix 2-A of this Agreement. The aforementioned verification will be commissioned by the relevant bilateral or implementing agency.
- 5. The Executive Committee will not provide the Funding in accordance with the Funding Approval Schedule unless the Country satisfies the following conditions at least eight weeks in advance of the applicable Executive Committee meeting set out in the Funding Approval Schedule:
  - (a) 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;
  - (b) That the meeting of these Targets has been independently verified, unless the Executive Committee decided that such verification would not be required;
  - (c) 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

- (d) That the Country has submitted an annual implementation plan in the form of Appendix 4-A covering each calendar year until and including the year for which the funding schedule foresees the submission of the next tranche or, in case of the final tranche, until completion of all activities foreseen.
- 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 annual implementation plans in accordance with their roles and responsibilities set out in Appendix 5-A. This monitoring will also be subject to independent verification as described in paragraph 4 above.
- 7. The Executive Committee agrees that the Country may have the flexibility to reallocate the approved funds, or part of the funds, according to the evolving circumstances to achieve the smoothest reduction of consumption and phase-out of the Substances specified in Appendix 1-A:
  - (a) Reallocations categorized as major changes must be documented in advance either in an annual implementation plan submitted as foreseen in sub-paragraph 5(d) above, or as a revision to an existing annual implementation plan to be submitted eight 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 which would modify any clause of this Agreement;
    - (iii) Changes in the annual levels of funding allocated to individual bilateral or implementing agencies for the different tranches; and
    - (iv) Provision of funding for programmes or activities not included in the current endorsed annual implementation plan, or removal of an activity in the annual implementation plan, with a cost greater than 30 per cent of the total cost of the last approved tranche;
  - (b) 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
  - (c) Any remaining funds 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 the activities in the refrigeration servicing sub-sector, in particular:
  - (a) The Country would use the flexibility available under this Agreement to address specific needs that might arise during project implementation; and
  - (b) The Country and the bilateral and implementing agencies involved will take full account of the requirements of decisions 41/100 and 49/6 during the implementation of the plan.
- 9. The Country agrees to assume overall responsibility for the management and implementation of this Agreement and of all activities undertaken by it or on its behalf to fulfil the obligations under this Agreement. UNDP has agreed to be the lead implementing agency (the "Lead IA") and UNEP has agreed to be the cooperating implementing agency (the "Cooperating IA") under the lead of the Lead IA in respect of the Country's activities under this Agreement. The Country agrees to evaluations, which might

be carried out under the monitoring and evaluation work programmes of the Multilateral Fund or under the evaluation programme of any of the agencies taking part in this Agreement.

- 10. The Lead IA will be responsible for ensuring co-ordinated planning, implementation and reporting of all activities under this Agreement, including but not limited to independent verification as per sub-paragraph 5(b). This responsibility includes the necessity to co-ordinate with the Cooperating IA to ensure appropriate timing and sequence of activities in the implementation. The Cooperating IA will support the Lead IA by implementing the activities listed in Appendix 6-B under the overall co-ordination of the Lead IA. The Lead IA and Cooperating IA have reached consensus on the arrangements regarding inter-agency planning, reporting and responsibilities under this Agreement to facilitate a co-ordinated implementation of the Plan, including regular co-ordination meetings. 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.
- 11. 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 ("Reductions in Funding for Failure to Comply") 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.
- 12. 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.
- 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.
- 14. 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 Plan and its subsequent revisions as per sub-paragraph 5(d) 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), 1(b), 1(d), and 1(e) of Appendix 4-A will continue until the time of the completion unless otherwise specified by the Executive Committee.
- 15. 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.
- 16. The updated Agreement supersedes the Agreement reached between the Government of Peru and the Executive Committee at the 68<sup>th</sup> meeting of the Executive Committee.

## **APPENDIX 1-A: THE SUBSTANCES**

Substance	Annex	Group	Starting point for aggregate reductions in consumption
			(ODP tonnes)
HCFC-22	С	I	23.85
HCFC-124	C	I	0.06
HCFC-141b	C	I	1.79
HCFC-142b	C	I	1.18
Sub-total			26.88
HCFC-141b contained in	C	I	TBD
imported pre-blended polyols*			
Total			26.88

<sup>\*</sup> To be phased-out during stage II

Row	Particulars	2012	2013	2014	2015	2016	Total
1.1	Montreal Protocol reduction schedule of	n/a	26.88	26.88	24.19	24.19	n/a
	Annex C, Group I substances						
	(ODP tonnes)						
1.2	Maximum allowable total consumption	n/a	26.88	26.88	24.19	24.19	n/a
	of Annex C, Group I substances						
2.1	(ODP tonnes)	100.000		0	100.000	24.671	222 (71
2.1	Lead IA (UNDP) agreed funding (US \$)	108,000	0	0	100,000	24,671	232,671
2.2	Support costs for Lead IA (US \$)	9,720	0	0	9,000	2,220	20,940
2.3	Cooperating IA (UNEP) agreed funding (US \$)	25,000	0	0	20,000	5,000	50,000
2.4	Support costs for Cooperating IA (US \$)	3,250	0	0	2,600	650	6,500
3.1	Total agreed funding (US \$)	133,000	0	0	120,000	29,671	282,671
3.2	Total support costs (US \$)	12,970	0	0	11,600	2,870	27,440
3.3	Total agreed costs (US \$) 145,970 0 0 131,600 32,541						
4.1.1	Total phase-out of HCFC-22 agreed to be						1.95
4.1.2	Phase-out of HCFC-22 to be achieved in J			jects (ODP	tonnes)		0
4.1.3	Remaining eligible consumption for HCF						21.90
4.2.1	Total phase-out of HCFC-124 agreed to b					s)	0
4.2.2	Phase-out of HCFC-124 to be achieved in			rojects (OD	P tonnes)		0
4.2.3	Remaining eligible consumption for HCF						0.06
4.3.1	Total phase-out of HCFC-141b agreed to					es)	1.79
4.3.2	Phase-out of HCFC-141b to be achieved i			projects (Ol	OP tonnes)		0
4.3.3	Remaining eligible consumption for HCF						0
4.4.1	Total phase-out of HCFC-142b agreed to					es)	0
4.4.2	Phase-out of HCFC-142b to be achieved in			projects (Ol	OP tonnes)		0
4.4.3	Remaining eligible consumption for HCF						1.18
4.5.1							
	under this Agreement (ODP tonnes)						
4.5.2							
4.5.0	approved projects (ODP tonnes)	C 1 411		. 1	1 1 1 1	1	TDD
4.5.3	Remaining eligible consumption for HCF	C-141b cor	itained in im	ported pre-	biended pol	yols	TBD
	(ODP tonnes)						

#### APPENDIX 3-A: FUNDING APPROVAL SCHEDULE

1. 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 submission of the Implementation Report and Plan for each tranche request will consist of five parts:
  - (a) A narrative report, with data provided by calendar year, regarding the progress since the year prior to the previous report, reflecting 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) of the Agreement and can in addition also include information on activities in the current year:
  - (b) A verification report of the HPMP results and the consumption of the Substances mentioned in Appendix 1-A, as per sub-paragraph 5(b) of the Agreement. If not decided otherwise by the Executive Committee, such a verification has to be provided together with each tranche request and will have to provide verification of the consumption for all relevant years as specified in sub-paragraph 5(a) of the Agreement for which a verification report has not yet been acknowledged by the Committee;
  - (c) A written description of the activities to be undertaken until and including the year of the planned submission of the next tranche request, highlighting 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 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 cover the years specified in sub-paragraph 5(d) of the Agreement. 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 sub-paragraph (b) above;
  - (d) A set of 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(a) above) and the plan (see sub-paragraph 1(c) above), the annual implementation plan and any changes to the overall plan, and will cover the same time periods and activities; and

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

## **APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES**

1. The monitoring unit will be located within the Ozone Technical Office (OTO), and its responsibilities will include: day-to-day implementation of project activities; regular monitoring of project activities, results, progress in HCFC replacement technologies and trends in the local ODS market; technical guidance to the project beneficiaries; and preparation of annual and other progress reports to the Executive Committee. The administrative monitoring will be performed by the auditing unit of the Vice Ministry of Industry under the rules and procedures of the Government of Peru.

#### 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 HPMP;
  - (b) Assisting the Country in preparation of the Implementation Plans and subsequent reports as per Appendix 4-A;
  - (c) Providing independent verification to the Executive Committee that the Targets have been met and associated annual activities have been completed as indicated in the Implementation Plan consistent with Appendix 4-A;
  - (d) Ensuring that the experiences and progress is reflected in updates of the overall plan and in future annual implementation plans consistent with sub-paragraphs 1(c) and 1(d) of Appendix 4-A;
  - (e) 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. The reporting requirements include the reporting about activities undertaken by the Cooperating IA;
  - (f) Ensuring that appropriate independent technical experts carry out the technical reviews;
  - (g) Carrying out required supervision missions;
  - (h) Ensuring the presence of an operating mechanism to allow effective, transparent implementation of the Implementation Plan and accurate data reporting;
  - (i) Co-ordinating the activities of the Cooperating IA, and ensuring appropriate sequence of activities:
  - (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 and the Cooperating IA, the allocation of the reductions to the different budget items and to the funding of each implementing or bilateral agency involved;

- (k) Ensuring that disbursements made to the Country are based on the use of the indicators; and
- (1) 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 and the consumption of the Substances mentioned in Appendix 1-A, as per sub-paragraph 5(b) of the Agreement and sub-paragraph 1(b) of Appendix 4-A.

#### APPENDIX 6-B: ROLE OF THE COOPERATING IMPLEMENTING AGENCY

- 1. The Cooperating IA will be responsible for a range of activities. These activities are specified in the overall 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 refer to the Lead IA to ensure a co-ordinated sequence in the activities; and
  - (c) Providing reports to the Lead IA on these activities, for inclusion in the consolidated reports as per Appendix 4-A.

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

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US \$151 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: SECTOR SPECIFIC ARRANGEMENTS**

1. This section outlines specific conditions required to be met before the agreed funding for 2016 (rows 2.1 to 2.4 and 3.1 to 3.3 of from Appendix 2-A) could be released:

Component	Outputs					
Policy, legal and institutional	2 multi-refrigerant identifiers procured					
framework (UNEP)	4 training classes delivered					
	50 officials trained					
	40 customs brokers trained					
RAC servicing sector (UNDP)	2 sets of flushing laboratory equipment installed					
	2 sets of training equipment and tools established					
	2 training centers equipped					
	20 trainers capacitated					
	100 technicians trained					
Monitoring, evaluation and	Draft ban on imports of pure HCFC-141b (enforcement from 1 January					
reporting (UNDP)	2017)					
	1 progress report prepared					
	2 consultation meetings held					
	1 independent verification report delivered					
	Project monitored and completed					

#### Annex XXXI

# UPDATED AGREEMENT BETWEEN THE GOVERNMENT OF THE BOLIVARIAN REPUBLIC OF VENEZUELA 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 the Bolivarian Republic of Venezuela (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 186.3 ODP tonnes prior to 1 January 2015 in compliance with Montreal Protocol schedules.
- 2. The Country agrees to meet the annual consumption limits of the 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 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 which exceeds the level defined in row 1.2 of Appendix 2-A ("maximum allowable total consumption of Annex C, Group I Substances"; the Target) 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 which 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 ("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 will accept independent verification, to be commissioned by the relevant bilateral or implementing agency, of achievement of the annual consumption limits of the Substances as set out in row 1.2 of Appendix 2-A ("The Targets, and Funding") of this Agreement as described in sub-paragraph 5(b) 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 60 days prior to the applicable Executive Committee meeting set out in the Funding Approval Schedule:
  - (a) That the Country has met the Targets for all relevant years. Relevant years are all years since the year in which the hydrochlorofluorocarbons phase-out management plan (HPMP) was approved. Exempt are 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;
  - (b) That the meeting of these Targets has been independently verified, except if the Executive Committee decided that such verification would not be required;

- (c) That the Country had submitted tranche implementation reports in the form of 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;
- (d) That the Country has submitted and received approval from the Executive Committee for a tranche implementation plan in the form of Appendix 4-A ("Format of Tranche 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; and
- (e) That, for all submissions from the 68<sup>th</sup> 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.
- 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 plan in accordance with their roles and responsibilities set out in Appendix 5-A. This monitoring will also be subject to independent verification as described in sub-paragraph 5(b).
- 7. The Executive Committee agrees that the Country may have the flexibility to reallocate the approved funds, or part of the funds, according to the evolving circumstances to achieve the smoothest phase-down and phase-out of the Substances specified in Appendix 1-A. Reallocations categorized as major changes must be documented in advance in a Tranche Implementation Plan and approved by the Executive Committee as described in sub-paragraph 5(d). Major changes would relate to reallocations affecting in total 30 per cent or more of the funding of the last approved tranche, issues potentially concerning the rules and policies of the Multilateral Fund, or changes which would modify any clause of this Agreement. Reallocations not categorized as major changes may be incorporated in the approved Tranche Implementation Plan, under implementation at the time, and reported to the Executive Committee in the Tranche Implementation Report. Any remaining funds will be returned to the Multilateral Fund upon closure of the last tranche of the plan.
- 8. Specific attention will be paid to the execution of the activities in the refrigeration servicing sub-sector, in particular:
  - (a) The Country would use the flexibility available under this Agreement to address specific needs that might arise during project implementation; and
  - (b) The Country and the bilateral and implementing agencies involved will take full account of the requirements of decisions 41/100 and 49/6 during the implementation of the plan.
- 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 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 any of the agencies taking part in this Agreement.

- 10. The Lead IA will be responsible for carrying out the activities of the plan as detailed in the first submission of the HPMP with the changes approved as part of the subsequent tranche submissions, including but not limited to independent verification as per sub-paragraph 5(b). This responsibility includes the necessity to co-ordinate with the Cooperating IA to ensure appropriate timing and sequence of activities in the implementation. The Cooperating IA will support the Lead IA by implementing the activities listed in Appendix 6-B under the overall co-ordination of the Lead IA. The Lead IA and Cooperating IA have entered into a formal agreement regarding planning, reporting and responsibilities under this Agreement to facilitate a co-ordinated implementation of the Plan, including regular co-ordination meetings. 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.
- 11. 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 amounts set out in Appendix 7-A in respect of each ODP tonne 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.
- 12. 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.
- 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 information necessary to verify compliance with this Agreement.
- 14. The completion 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 has been specified in Appendix 2-A. Should at that time activities be still outstanding which were foreseen in the Plan and its subsequent revisions as per sub-paragraph 5(d) 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 Appendix 4-A (a), (b), (d) and (e) continue until the time of the completion if not specified by the Executive Committee otherwise.
- 15. All of the agreements 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. The updated Agreement supersedes the Agreement reached between the Government of the Bolivarian Republic of Venezuela and the Executive Committee at the 67<sup>th</sup> meeting of the Executive Committee.

## **APPENDIX 1-A: THE SUBSTANCES**

Substance	Annex	Group	Starting point for aggregate reductions in		
			consumption (ODP tonnes)		
HCFC-22	C	I	161.63		
HCFC-123	C	I	0.07		
HCFC-124	C	I	0.00		
HCFC-141b	C	I	39.56		
HCFC-142b	C	I	5.68		
Sub-total			206.94		
HCFC-141b contained in imported					
pre-blended polyol			1.91		
Total			208.86		

Row	Particulars	2011	2012	2013	2014	2015	Total
1.1	Montreal Protocol reduction schedule of Annex C, Group I substances (ODP tonnes)	n/a	n/a	207.0	207.0	186.3	n/a
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	n/a	n/a	207.0	207.0	186.3	n/a
2.1	Lead IA UNIDO agreed funding (US \$)	654,854	603,339	324,875	0	189,000	1,772,068
2.2	Support costs for lead agency IA (US \$)	49,114	45,250	24,366	0	14,175	132,905
2.3	Cooperating IA UNEP agreed funding (US \$)*	50,646	46,661	25,125	0	0	122,432
2.4	Support costs for Cooperating IA (US \$)*	6,584	6,066	3,266	0	0	15,916
3.1	Total agreed funding (US \$)	705,500	650,000	350,000	0	189,000	1,894,500
3.2	Total support costs (US \$)	55,698	51,316	27,632	0	14,175	148,821
3.3	Total agreed costs (US \$)	761,198	701,316	377,632	0	203,175	2,043,321
4.1.1	1 Total phase-out of HCFC-22 agreed to be achieved under this Agreement (ODP tonnes)						23.16
4.1.2							n/a
4.1.3						138.47	
4.2.1						n/a	
4.2.2						n/a	
4.2.3						0	
4.3.1						n/a	
4.3.2	ı Ü					n/a	
4.3.3						39.56	
4.4.1						n/a	
4.4.2						n/a	
4.4.3						5.68	
4.5.1	<u> </u>					n/a	
4.5.2						n/a	
4.5.3						0.07	
4.6.1						n/a	
	Agreement (ODP tonnes)						
4.6.2	Phase-out of HCFC-141b contained in imported pre-blended polyol to be achieved in previously approved projects (ODP tonnes)					n/a	
4.6.3	Remaining eligible consumption for HCFC-141b contained in imported pre-blended polyol (ODP tonnes)					1.91	

<sup>\*</sup> Balance of US \$39,968 from the 1<sup>st</sup> tranche and funding for the 2<sup>nd</sup> to the 4<sup>th</sup> tranches transferred to UNIDO at the 75<sup>th</sup> meeting.

### APPENDIX 3-A: FUNDING APPROVAL SCHEDULE

1. Funding for the future tranches will be considered for approval not earlier than the first meeting of the year specified in Appendix 2-A.

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

- 1. The submission of the Tranche Implementation Report and Plan will consist of five parts:
  - (a) A narrative report regarding the progress in the previous tranche, reflecting on 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 further highlight successes, experiences and challenges related to the different activities included in the Plan, reflecting on changes in the circumstances in the Country, and providing other relevant information. The report should also include information about and justification for any changes vis-à-vis the previously submitted tranche plan, 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) of the Agreement and can in addition also include information about activities in the current year;
  - (b) A verification report of the HPMP results and the consumption of the Substances mentioned in Appendix 1-A, as per sub-paragraph 5(b) of the Agreement. If not decided otherwise by the Executive Committee, such a verification has to be provided together with each tranche request and will have to provide verification of the consumption for all relevant years as specified in sub-paragraph 5(a) of the Agreement for which a verification report has not yet been acknowledged by the Committee;
  - (c) A written description of the activities to be undertaken in the next tranche, highlighting their interdependence, and taking into account experiences made and progress achieved in the implementation of earlier tranches. The description should also include a reference to the overall Plan and progress achieved, as well as any possible changes to the overall plan foreseen. The description should cover the years specified in sub-paragraph 5(d) of the Agreement. The description should also specify and explain any revisions to the overall plan which were found to be necessary;
  - (d) A set of quantitative information for the report and plan, submitted into a database. As per the relevant decisions of the Executive Committee in respect to the format required, the data should be submitted online. 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(a) above) and the plan (see sub-paragraph 1(c) above), and will cover the same time periods and activities; it will also capture the quantitative information regarding any necessary revisions of the overall plan as per sub-paragraph 1(c) above. While the quantitative information is required only for previous and future years, the format will include the option to submit in addition information regarding the current year if desired by the Country and the Lead IA; and
  - (e) An Executive Summary of about five paragraphs, summarizing the information of above sub-paragraphs 1(a) to 1(d).

### **APPENDIX 5-A: MONITORING INSTITUTIONS AND ROLES**

- 1. The monitoring activities will be carried out within the HPMP implementation, monitoring and control project, and will include:
  - (a) The implementation of all the projects within the HPMP;
  - (b) The regular monitoring of the project implementation and results;
  - (c) The production of periodic reports on project results in order to facilitate corrective actions:
  - (d) The production of timely project progress reports to the Executive Committee; and
  - (e) Regular monitoring of market developments and trends at the national and international levels.

### APPENDIX 6-A: ROLE OF THE LEAD IMPLEMENTING AGENCY

- 1. The Lead IA will be responsible for a range of activities. These can be specified in the project document further, but include 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 phase-out plan;
  - (b) Assisting the Country in preparation of the Tranche Implementation Plans and subsequent reports as per Appendix 4-A;
  - (c) Providing verification to the Executive Committee that the Targets have been met and associated annual activities have been completed as indicated in the Tranche Implementation Plan consistent with Appendix 4-A;
  - (d) Ensuring that the experiences and progress is reflected in updates of the overall Plan and in future Tranche Implementation Plans consistent with sub-paragraphs 1(c) and 1(d) of Appendix 4-A;
  - (e) Fulfilling the reporting requirements for the tranches and the overall Plan as specified in Appendix 4-A as well as project completion reports for submission to the Executive Committee. The reporting requirements include the reporting about activities undertaken by the Cooperating IA;
  - (f) Ensuring that appropriate independent technical experts carry out the technical reviews;
  - (g) Carrying out required supervision missions;
  - (h) Ensuring the presence of an operating mechanism to allow effective, transparent implementation of the Tranche Implementation Plan and accurate data reporting;
  - (i) Co-ordinating the activities of the Cooperating IA, and ensuring appropriate sequence of activities;

- (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 and the Cooperating IAs, the allocation of the reductions to the different budget items and to the funding of each implementing or bilateral agency involved;
- (k) Ensuring that disbursements made to the Country are based on the use of the indicators; and
- (l) 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 organization to carry out the verification of the HPMP results and the consumption of the Substances mentioned in Appendix 1-A, as per sub-paragraph 5(b) of the Agreement and sub-paragraph 1(b) of Appendix 4-A.

### APPENDIX 6-B: ROLE OF COOPERATING IMPLEMENTING AGENCY

- 1. The Cooperating IA will be responsible for a range of activities. These activities can be specified in the respective project document further, but include 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 Lead IA to ensure a co-ordinated sequence in the activities; and
  - (c) Providing reports to the Lead IA on these activities, for inclusion in the consolidated reports as per Appendix 4-A.

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

1. In accordance with paragraph 11 of the Agreement, the amount of funding provided may be reduced by US \$163 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.

### Annex XXXII

# TERMS OF REFERENCE FOR THE REVIEW OF THE ADMINISTRATIVE COST REGIME AND ITS CORE UNIT FUNDING BUDGET

### **Objectives**

- 1. The objectives for the review of the administrative cost regime are the following:
  - (a) To determine the appropriate level of programme support costs required to administer projects/programmes financed by the Multilateral Fund, in light of the current and future operation of the Multilateral Fund;
  - (b) To update the definitions of all of the relevant components of administrative costs including core unit costs, the compliance assistance programme (CAP), central services, executing agency, financial intermediary, supervisory, project management unit (PMU), and project costs in light of the transition to the International Public Sector Accounting Standards (IPSAS) for the UN agencies<sup>1</sup>; and
  - (c) To further assess the itemized reporting format of core unit versus administrative costs as presented in Appendix II to the present annex, as well as direct versus indirect costs that address the costs of implementing agencies' central administration requirements.

### Issues to be considered

- 2. Based on the preliminary overview of administrative costs, the Secretariat noted that since the Coopers and Lybrand study, there have been changes in administration of projects including: the use of a lead agency to coordinate activities where there are more than one agency; a beneficiary government serving as an executing agency to disburse funds for phase-out activities to the final beneficiaries; inclusion of PMUs as part of project costs in several multi-year agreements (MYAs); inclusion of multiple implementing agencies for several lower cost projects in geographically isolated countries resulting in limited costs for monitoring projects; subsidizing the administration of the Multilateral Fund projects by one agency; and involvement of implementing agencies' Montreal Protocol units in administering projects for other multilateral environmental agreements (MEAs).
- 3. Based on the above, the following issues should be addressed during the review of the administrative cost regime:
  - (a) Whether there is a need to change the administrative cost regime since it has resulted in a rate of administrative costs exceeding 13 per cent for three of the agencies taking into account the impact of the relative size of projects and portfolios on the agencies administrative costs:
  - (b) The need to define or redefine the relevant components of administrative costs;
  - (c) The need to re-examine the extent to which the CAP budget includes administrative costs;

<sup>1</sup> The definitions currently in use are those contained in the study done by Coopers and Lybrand on the Administrative Costs of the Implementing Agencies (UNEP/OzL.Pro/ExCom/26/57) in1998, and contained in Appendix I to the present annex.

### UNEP/OzL.Pro/ExCom/75/85 Annex XXXII

- (d) Whether a change in the definition of core unit costs and in the reporting format could better distinguish core unit costs from the costs of administering projects taking into account each agency's unique nature;
- (e) The effect of implementation of cost accounting on managing core unit budgets and differentiating between core unit and administrative costs for each of the implementing agencies, including for the return of unused funds and in relation to IPSAS;
- (f) Whether the current administrative cost regime<sup>2</sup> for UNEP and bilateral agencies should be reconsidered in the light of current operations; and
- (g) Issues identified in document UNEP/OzL.Pro/ExCom/75/34 to improve reporting of costs by the agencies.
- 4. The preliminary overview also indicated that project costs had been included in administrative costs in the past for UNEP and UNIDO. Moreover, there are other costs that might be assessed as administrative costs to more accurately reflect the administrative burden of the agency in administering, managing, and executing projects. Therefore, the following items should also be addressed during the review:
  - (a) The role of the lead agency in project submissions and the need for administrative costs and responsibilities for this function;
  - (b) An assessment of the agency fees for low-cost projects and the ability of agencies to manage projects if the fees might constitute the cost of travel once during a project lifetime;
  - (c) An assessment of the extent and impact of PMU costs that are included as project costs but could also be considered as costs for administering projects; and
  - (d) The costs provided to beneficiary governments, executing agencies, country offices and financial intermediaries for administering individual projects and MYAs, i.e., the extent implementing agencies are passing on funds for administering projects to financial intermediaries, executing agencies or to governments for national execution.

### Methodology for the administrative cost study

5. An expert/consultant with extensive experience in the operation of the Multilateral Fund or comparable financial mechanisms and the implementing agencies' financial operations should be selected for the study. The work would begin in 2016 and each implementing agency will be visited, accompanied by a staff member of the Secretariat, with the aim of collecting relevant data and discussing with relevant staff in both the programme and financial divisions of each agency.

To apply an agency fee of 13 per cent on projects up to a value of US \$500,000, except for institutional strengthening projects approved for LINEP where agency fees do not apply. For projects with a value exceeding

strengthening projects approved for UNEP where agency fees do not apply. For projects with a value exceeding US \$500,000 but up to and including US \$5,000,000, an agency fee of 13 per cent should be applied on the first US \$500,000 and 11 per cent on the balance (as per decision 26/41(b)).

## Estimated cost

6. The total cost is estimated at US \$60,000. It consists of three months of professional fees during a 12-month period and travel costs with daily subsistence allowance to the headquarters of each agency and to the relevant Executive Committee meeting. A draft report should be submitted to the Secretariat by 31 January 2017 and a final draft report to the Secretariat eight weeks before the first Executive Committee meeting of 2017 as required by decision 73/62.

## Appendix I

### **DEFINITION OF ADMINISTRATIVE COSTS**

# ADMINISTRATIVE COSTS OF THE IMPLEMENTING AGENCIES BY COOPERS AND LYBRAND

In keeping with the Executive Committee's 1994 recommendation, it is important to clarify the definition of administrative costs, at least for the purposes of this study. Unless there is a clear and common understanding of what is considered to be an administrative cost and what is considered to be a project cost, there will continue to be inconsistent approaches. If there are inconsistent approaches, it is very difficult to establish a uniform reimbursement rate based on actual costs.

Following this logic, the following paragraphs will serve first to propose a method of distinguishing between administrative and project costs, and second to propose criteria to identify the elements of administrative costs which could be considered as being eligible.

# Distinction between administrative and project activities

### **Administrative activities**

In respect of Multilateral Fund programmes, the implementing agencies are expected to use their existing field office networks to match the needs of beneficiaries and the funds available from the Multilateral Fund. In doing so, they are required first to identify and submit potential projects to the Executive Committee and second, to ensure that the allocated funds are used in the manner authorised by the Executive Committee, in line with approved project proposals and budgets.

### Project identification, formulation and approval

With respect to new and potential projects, the implementing agencies are expected to use the administrative cost allocation for the following activities:

- Distributing information about the Multilateral Fund's programme to the agency's field offices network;
- Collecting, reviewing and pre-qualifying project applications;
- Dealing with governments and establishing legal agreements;
- Preparing project proposals; obtaining project preparation budgets for larger projects;
- Fielding consultants to project sites;
- Submitting and following-up project proposals submitted to the Executive Committee for approval.

### 1. Project Implementation and Monitoring

With respect to approved projects, the implementing agencies are expected to use the administrative cost allocation for the following activities:

- Co-ordinating each agency's efforts with the Secretariat;
- Preparing implementation agreements and terms of reference for subcontractors
- Mobilising implementation teams (executing agencies and consultants) for approved projects using appropriate bidding and evaluation mechanisms;
- Processing contractual and accounting documents associated with approved projects;
- Monitoring the progress of a project from an administrative point of view, and;
- Reporting on results of projects and the program (preparing progress and project completion reports).

### 1.1 Other activities to be considered as administrative

- Preparing annual business plans based on communications with national governments about sector needs and priorities;
- Preparing progress reports;
- Participating in project formulation activities with country offices;
- Following up on implementation status, including country visits if there is evidence of undue delays or difficulties;
- Providing input to the Multilateral Fund Secretariat with policy papers and issues; and
- Participating in meetings sponsored by the Executive Committee, and the Secretariat.

## Activities to be considered as project costs

The following activities would not be considered to be administrative activities, and would be conducted only on the basis of approved projects:

- Marketing, business development and prospecting for new projects (this activity is funded by an the Executive Committee which has established ozone units in each country);
- Project formulation/preparation, in cases where a project preparation budget has been approved;
- Project implementation, including the provision of project management and technical skills. This would include participating in the design of the project "deliverable" regardless of the form of the deliverable or the method of delivery In other words, participation in the design of constructed equipment and training material would both be considered to be project activities;
- Any activity considered to be a project, for instance country program preparation, technical assistance, training, etc.;
- Technical inspections of project "deliverables" by appropriately qualified experts; and
- Technical support provided at the programme or project level.

# Reimbursable elements of administrative cost

With respect to each implementing agency's co-ordinating unit, to the extent that it supports the Multilateral Fund, the following costs would be deemed to be eligible:

### 1. Direct costs of the co-ordinating unit including

- Salaries and the associated benefits of permanent and contractual (consultants) staff;
- Travel related to Multilateral Fund activities, and to administrative monitoring of projects.
- Office accommodation cost including a fair allocation of operating costs, based on the proportion of useable space;
- Equipment, office supplies, telecommunications and general expenses based on specific expenditures.
- Contractual services related to activities of the co-ordinating unit.
- 2. A fair cost **allocation from central support services** of the implementing agency. This would include a fair and equitable allocation of the expense of central services such as:
  - Human resources, based on the proportionate number of staff
  - Accounting, based on the volume of transactions generated
  - Management information systems, based on the proportionate number of workstations and the actual systems used by the co-ordinating unit
  - Procurement and legal, based on the volume of transactions generated
  - General office and administrative services, based on the proportionate number of staff.

- 3. A fair **allocation of country or field office costs**. This allocation could be made globally on the basis of financial activity, i.e. Multilateral Fund spending vs total agency spending.
- 4. Direct costs of the **implementing arms, be they executing agencies, national governments, financial intermediaries or other consultants** contracted by the implementing agencies to the extent that they are involved in the administration of projects. These costs would be established by service contract or otherwise charged at rates equivalent to the fair value of the services received. These costs would exclude costs approved as part of project budgets (e.g. the cost of UNIDO's consultants in many of its projects).

## Non-reimbursable costs

It is proposed that the following items be considered as non-reimbursable for the purposes of determining actual administrative costs:

- Travel not directly related to Multilateral Fund business, including the non-Multilateral Fund portion of multi-purpose trips, trips related to activities extraneous to the implementing agency's role;
- Allocations of general expenses already provided for in the general funds of implementing agencies;
- Charges aimed at underwriting deficits or costs in other programs, budgets or activities; and
- Any costs charged to projects.

# Appendix II

# REPORTING CATEGORIES FOR CORE UNIT AND ADMINISTRATIVE COSTS

Cost items					
Core components					
Core unit personnel and contractual staff					
Travel					
Space (rent and common costs)					
Equipment supplies and other costs (computers, supplies, etc.)					
Contractual services (firms)					
Reimbursement of central services for core unit staff					
Total core unit cost					
Reimbursement of country offices and national execution including overhead					
Executing agency support cost (internal) including overhead					
Financial intermediaries including overhead					
Cost recovery					
Total administrative support costs					
Supervisory costs incurred by MPU (UNDP only)					
Grand total administrative support costs					

### Annex XXXIII

### APPROVED 2015, 2016, 2017 AND 2018 BUDGETS OF THE FUND SECRETARIAT

		Approved	Approved	Approved	Approved	Comments
		2015	2016	2017	2018	
)	PERSONNEL COMPONENT					
00	Project Personnel (Title & Grade)					
	01 Chief Officer (D2)	259,184	266,960	274,969		All staff costs are based on standard salary cost and adjusted based on actual cost with a 3% annual increase
	02 Deputy Chief Officer (D1)	255,783	263,456	271,360	279,501	All staff costs are based on standard salary cost and adjusted based on actual cost with a 3% annual increase
	03 Programme Management Officer (P3)	169,522	174,608	179,846	185,242	All staff costs are based on standard salary cost and adjusted based on actual cost with a 3% annual increase
	04 Deputy Chief Officer on Financial and Economic Affairs (P5)	231,142	238,076	245,218		All staff costs are based on standard salary cost and adjusted based on actual cost with a 3% annual increase
	05 Senior Project Management Officer (P5)	231,142	238,076	245,218	252,575	All staff costs are based on standard salary cost and adjusted based on actual cost with a 3% annual increase
	06 Senior Project Management Officer (P5)	231,142	238,076	245,218	252,575	All staff costs are based on standard salary cost and adjusted based on actual cost with a 3% annual increase
	07 Senior Project Management Officer (P5)	231,142	238,076	245,218	252,575	All staff costs are based on standard salary cost and adjusted based on actual cost with a 3% annual increase
	08 Information Management Officer (P3)	204,379	210,510	216,826		All staff costs are based on standard salary cost and adjusted based on actual cost with a 3% annual increase
	09 Senior Administrative & Fund Management Officer (P5)*	207,383	213,604	220,012	226,613	Difference in cost between P4 and P5 is to be charged to BL 2101
	10 Senior Monitoring and Evaluation Officer (P5)	231,142	238,076	245,218	252,575	All staff costs are based on standard salary cost and adjusted based on actual cost with a 3% annual increase
	11 Programme Management Officer (P3) / (P2)	169,522	174,608	179,846	135,061	Encumbant is at P2 level
	12 Information Network Officer (P3)	142,055	146,316	150,706	155,227	All staff costs are based on standard salary cost and adjusted based on actual cost with a 3% annual increase
	14 Programme Management Officer (P3)	169,522	174,608	174,608	179,846	All staff costs are based on standard salary cost and adjusted based on actual cost with a 3% annual increase
	15 Associate Administrative Officer (P2)	123,600	127,308	131,127	135,061	All staff costs are based on standard salary cost and adjusted based on actual cost with a 3% annual increase
	16 Associate Database Officer (P2)	123,600	127,308	131,127	135,061	All staff costs are based on standard salary cost and adjusted based on actual cost with a 3% annual increase
	98 Prior Year					
9	Sub-Total	2,980,259	3,069,667	3,156,518	3,201,033	
00	Consultants					
	01 Projects and technical reviews etc.	75,000	75,000	75,000	75,000	
	02 Administrative cost study**		60,000			As approved by decision 75/69
9	Sub-Total	75,000	135,000	75,000	75,000	
00	Administrative Support Personnel				•	
	02 Meeting Services Assistant (G7)	97,429	100,352	103,362	106,463	Based on actual cost including overtime with a 3% annual increase
	03 Programme Assistant (G7)	97,429	100,352	103,362	106,463	Based on actual cost including overtime with a 3% annual increase.
	04 Programme Assistant (G5)	72,169	74,334	76,565	78,861	Based on actual cost including overtime with a 3% annual increase
	05 Programme Assistant (G5)	72,169	74,334	76,565	78,861	Based on actual cost including overtime with a 3% annual increase
	06 Computer Operations Assistant (G6)	92,189	94,955	97,803	100,738	Based on actual cost including overtime with a 3% annual increase
	07 Programme Assistant (G5)	76,276	78,564	80,921	83,349	Based on actual cost including overtime with a 3% annual increase
	08 Secretary/Clerk, Administration (G6)	81,825	84,279	86,808	89,412	Based on actual cost including overtime with a 3% annual increase
	09 Registry Clerk (G4)	62,343	64,213	66,139	68,123	Based on actual cost including overtime with a 3% annual increase
	11 Programme Assistant, Monitoring & Evaluation (G5)	72,169	74,334	76,565	78,861	Based on actual cost including overtime with a 3% annual increase
	12 IMIS Assistant (G6)	-	-	-		Funded from programme support costs
	13 Programme Assistant (G5)	72,169	74,334	76,565	78,861	Based on actual cost including overtime with a 3% annual increase
	14 Programme Assistant (G5)	70,067	72,169	74,334	76,565	Based on actual cost including overtime with a 3% annual increase
	15 Associate Human Resources Officer (G7)	-	-	-		Funded from programme support costs, downgraded from P2 to G7 by decision 72/43 Annex XV of UNEP/OzL.Pro/ExCom/72/47
	Sub-Total	866,235	892,222	918,989	946,558	
30	Conference Servicing Cost					
33	Meeting Services: ExCom	325,000	325,000	325,000	325,000	Based on two ExCom meetings per year
34	Meeting Services: ExCom	325,000	325,000	325,000		Based on two ExCom meetings per year
36	Meeting Services: ExCom	,,,,,,	,		,,,,,,,	- G- V - V
35	Temporary Assistance	18,782	18,782	18,782	18,782	
	Sub-Total	668,782	668,782	668,782	668,782	

Note: Personnel costs under BLs 1100 and 1300 will be reduced by US \$413,718 based on 2014 actual cost differentials between staff cost in Montreal and staff cost in Nairobi covered by the Government of Canada.

\* Difference in cost between P4 and P5 is to be charged to BL 2101.

<sup>\*\*</sup> One-off allocation in 2016.

		A	A 1	A d	A d	C
		Approved 2015	Approved 2016	Approved 2017	Approved 2018	Comments
1600	Travel on official business	2015	2016	2017	2018	
1000	01 Mission costs	208,000	208,000	208,000	208 000	Based on tentative a travel plan schedule
	02 Network meetings (4)	50,000	50,000	50,000		Allocation for four network meetings a year
1699	Sub-Total	258,000	258,000	258,000	258,000	Amoration for four network incedings a year
1999	COMPONENT TOTAL	4,848,276	5,023,671	5,077,289	5,149,374	
20	CONTRACTUAL COMPONENT	4,040,270	3,023,071	3,077,209	3,143,374	
	Sub-contracts					
2100	01 Treasury services (Decision 59/51(b))	500,000	500.000	500,000	500,000	Fixed fees per the agreement with the Treasurer (Decision 59/51(b))
	02 Corporate consultancies	200,000	200,000	200,000	200,000	The rees per the agreement with the French (2000)
2200	Subcontracts					
	01 Various studies					
	02 Corporate contracts	-	-	-		
2999	COMPONENT TOTAL	500,000	500,000	500,000	500,000	
30	MEETING PARTICIPATION COMPONENT	Í	,			
3300	Travel and DSA for Art 5 delegates to Exutive Committee meetings					
	01 Travel of Chairperson and Vice-Chairperson	15,000	15,000	15,000	15,000	Covers travel other than attendance to Excom
	02 Executive Committee (2 in 2018)	150,000	150,000	150,000	150,000	Two ExCom meetings taking place in Montreal
3999	COMPONENT TOTAL	165,000	165,000	165,000	165,000	
40	EQUIPMENT COMPONENT					
4100	Expendables					
	01 Office stationery	12,285	12,285	12,285		Based on anticipated needs
	02 Computer expendable (software, accessories, hubs, switches, memory)	10,530	10,530	10,530		Based on anticipated needs
4199	Sub-Total	22,815	22,815	22,815	22,815	
4200	Non-Expendable Equipment					
	01 Computers, printers	13,000	13,000	13,000		Based on anticipated needs
	02 Other expendable equipment (shelves, furnitures)	5,850	5,850	5,850		Based on anticipated needs
4299	Sub-Total Sub-Total	18,850	18,850	18,850	18,850	
4300	Premises					
	01 Rental of office premises***	870,282	870,282	870,282		Allocation to be reduced to US \$52,890. Balance to be covered by Government of Canada cost differential
	Sub-Total Sub-Total	870,282	870,282	870,282	870,282	
4999	COMPONENT TOTAL	911,947	911,947	911,947	911,947	
	A CONTRACTOR OF THE CONTRACTOR					
50	MISCELLANEOUS COMPONENT					
5100	Operation and Maintenance of Equipment	0.100	0.100	0.100	0.100	
	01 Computers and printers, etc.(toners, colour printer)	8,100 8,000	8,100 8,000	8,100		Based on anticipated needs
	02 Maintenance of office premises	15,000	15,000	8,000 15,000		Based on anticipated needs Based on anticipated needs
	03 Rental of photocopiers (office) 04 Telecommunication equipment rental	8,000	8.000	8.000		
	05 Network maintenance	10,000	10.000	10.000		Based on anticipated needs Based on anticipated needs
5199	Sub-Total	49,100	49,100	49,100	49,100	
5200	Reproduction Costs	49,100	49,100	49,100	49,100	
3200	01 Executive Committee meetings and reports to MOP	10,710	10,710	10,710	10,710	
5299	Sub-Total	10,710	10,710	10,710	10,710	
5300	Sundries	10,/10	10,710	10,/10	10,/10	
2300	01 Communications	58,500	58,500	58,500	58 500	Based on anticipated needs
1	02 Freight charges	9,450	9,450	9,450		Based on anticipated needs  Based on anticipated needs
	03 Bank charges	4,500	4,500	4,500		Based on anticipated needs (DSA delivery)
	05 Staff training	20,137	20,137	20,137		Based on anticipated needs (No changes)
5399	Sub-Total	92.587	92,587	92,587	92.587	
5400	Hospitality and Entertainment	72,507	72,507	22,001	72,507	
2.00	01 Hospitality costs	16,800	16,800	16,800	16,800	Amount to cover two Excom meetings
5499	Sub-Total	16,800	16,800	16,800	16,800	
5999	COMPONENT TOTAL	169,197	169,197	169,197	169,197	
	D TOTAL	6,594,420	6,769,815	6,823,433	6,895,518	
	Programme support costs (9%)	346,184	356,570	366,796		Applied to staff cost only
COST	TO MULTILATERAL FUND	6,940,604	7,126,385	7,190,229	7,268,801	
	Previous budget schedule	6,940,604	7,066,385	7,190,229	- ,,	
	Increase/decrease	-	60,000	.,=, .,==	7,268,801	
					<del> </del>	

<sup>\*\*\*</sup>Rental of premises will be offset by US \$693,080 (based on 2014) being covered by cost differential with Government of Canada leaving US \$52,890 to be charged to the MLF.

### MONITORING AND EVALUATION BUDGET

	Approved	
	2016	
1200 01 Final evaluation of HCFC phase-out in the RAC manufacturing sector	117,570	
1299 Sub-Total	117,570	
1600 01 Staff travel	55,656	
1699 Sub-Total	55,656	
1999 COMPONENT TOTAL	173,226	
5300 01 Miscellaneous	4,000	
5999 COMPONENT TOTAL	4,000	
GRAND TOTAL	177,226	