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EXECUTIVE COMMITTEE OF
THE MULTILATERAL FUND FOR THE
IMPLEMENTATION OF THE MONTREAL PROTOCOL
Eighty-eighth Meeting
Montreal, 15-19 November 2021¹

**REPORT OF THE INTERSESSIONAL APPROVAL PROCESS
AND ONLINE MEETINGS FOR THE 88TH MEETING**

1. The present document consists of the following two parts:
 - I. Process for the 88th meeting, describing the agreed process followed by the Executive Committee for conducting the 88th meeting, which included consideration of several items of the agenda through an intersessional approval process (IAP) and several other items through online meetings
 - II. Comments, discussions and decisions by the Executive Committee, containing a compilation of comments and discussions where applicable, and decisions on each of the documents considered during the 88th meeting, presented in the order of the agenda of the meeting²

PART I: PROCESS FOR THE 88TH MEETING

Background

2. Since the World Health Organization assessed the outbreak of the coronavirus as a pandemic on 11 March 2020, the Secretariat had developed contingency plans for conducting the 85th, 86th and 87th meetings, which were modified and adapted on several occasions according to the evolution of the pandemic, in consultation with the Chairs and Vice-Chairs of the Executive Committee (for 2020 and 2021) as required. Each contingency plan was considered and approved by all Executive Committee members.

Procedure for the 88th meeting

3. In view of the global COVID-19 situation and the relevant directives released by the Governments of Canada and Quebec in response to the pandemic, the Executive Committee was informed that the 88th meeting, planned to take place from 15 to 19 November 2021 in Montreal, would not be held in-person;

*Re-issued for technical reasons on 28 January 2022. For ease of reference, changes to the document are highlighted.

¹ Online meetings and an intersessional approval process will be held in November and December 2021 due to coronavirus disease (COVID-19)

² UNEP/OzL.Pro/ExCom/88/1

instead, an intersessional approval process (IAP) with formal online (with simultaneous interpretation) and virtual (in English only) meetings would be organized. Members were also informed that for formal online meetings, the Secretariat secured interpretation services that would be available only for the week of 22 to 26 November 2021, from the United Nations Office at Nairobi, and that bookings for holding an additional meeting, i.e., 89th meeting at the International Civil Aviation Organization had been made from 7 to 11 March 2022, to discuss in-person the outstanding policy items that the Executive Committee was unable to conclude at the 88th meeting, in line with decision 87/60(a).

4. The Secretariat prepared document UNEP/OzL.Pro/ExCom/88/IAP/1, Procedures for conducting the 88th meeting, including only section I on the procedure for conducting the meeting, to allow members sufficient time to plan their work. The document was subsequently revised twice and issued as document UNEP/OzL.Pro/ExCom/88/IAP/1/Rev.1, to reflect comments received from members on section I, and document UNEP/OzL.Pro/ExCom/88/IAP/1/Rev.2, to include section II compiling all the recommendations associated with each of the agenda items and documents that would be considered at the formal online/virtual meetings and under the IAP established for the 88th meeting (IAP-88). These documents were sent to Executive Committee members and uploaded to the password-protected forum that was established at the Multilateral Fund's portal for the 88th meeting.

5. As indicated in document UNEP/OzL.Pro/ExCom/88/IAP/1/Rev.2, the following agenda items were considered through formal online meetings on 22 and 26 November 2021, and virtual meetings in the margins of the formal online meetings:

4. Financial matters:

(d) Revised 2022, approved 2023 and proposed 2024 budgets of the Fund Secretariat.

6. Evaluation:

(c) Draft monitoring and evaluation work programme for the year 2022.

14. Matters related to the Kigali Amendment to the Montreal Protocol:

(b) Potential strategies, policy measures and commitments, as well as projects and activities that could be integrated within stage I of HFC phase-down plans for Article 5 countries to ensure limits on growth and sustainable reductions in HFC consumption (decision 87/49);

(c) Analysis of the level and modalities of funding for HFC phase down in the refrigeration servicing sector (decisions 83/65(b) and 84/86(b)(ii)).

15. Report on the progress made on the recruitment process for the position of Chief Officer of the Secretariat of the Multilateral Fund (decision 86/2(h)).

16. Report of the Sub-group on the Production Sector.

6. During the formal online 88th meeting, the Executive Committee agreed, to consider issues relating to the dates and venue of the 90th meeting, under agenda item 17, Other matters.

7. Observers were allowed to participate in the formal online/virtual meetings, except for the meetings of the Sub-group on the Production Sector.

8. As also indicated in document UNEP/OzL.Pro/ExCom/88/IAP/1/Rev.2, the following agenda items were considered through the IAP-88:

3. Secretariat activities.
4. Financial matters:
 - (a) Status of contributions and disbursements;
 - (b) Report on balances and availability of resources;
 - (c) Accounts of the Multilateral Fund:
 - (i) Final 2020 accounts;
 - (ii) Reconciliation of the 2020 accounts.
5. Country programme data and prospects for compliance.
6. Evaluation:
 - (a) Evaluation of the performance of implementing agencies against their 2020 business plans;
 - (b) Desk study for the evaluation of energy efficiency in the servicing sector.
7. Programme implementation:
 - (a) Progress reports as at 31 December 2020:
 - (i) Consolidated progress report;
 - (ii) Bilateral agencies;
 - (iii) UNDP;
 - (iv) UNEP;
 - (v) UNIDO;
 - (vi) World Bank;
 - (b) Reports on projects with specific reporting requirements;
 - (c) 2021 consolidated project completion report.
8. Business planning:
 - (a) Update on the status of implementation of the 2021-2023 consolidated business plan of the Multilateral Fund;
 - (b) Tranche submission delays;
 - (c) Consolidated business plan of the Multilateral Fund for 2022-2024;
 - (d) Business plans of the bilateral and implementing agencies for 2022-2024:

- (i) Bilateral agencies;
 - (ii) UNDP;
 - (iii) UNEP;
 - (iv) UNIDO;
 - (v) World Bank.
9. Project proposals:
- (a) Overview of issues identified during project review;
 - (b) Bilateral cooperation;
 - (c) Amendments to work programmes:
 - (i) UNDP work programme amendments for 2021;
 - (ii) UNEP work programme amendments for 2021;
 - (iii) UNIDO work programme amendments for 2021;
 - (iv) World Bank work programme amendments for 2021;
 - (d) UNEP Compliance Assistance Programme budget for 2022;
 - (e) 2022 core unit costs for UNDP, UNIDO and the World Bank;
 - (f) Investment projects.
12. Analysis of the administrative cost regime and core unit funding (decision 86/92(c)).
14. Matters related to the Kigali Amendment to the Montreal Protocol:
- (g) Key aspects related to HFC-23 by-product control technologies (decision 87/52).

9. The IAP-88 remained as a closed session with the participation of bilateral and implementing agencies, the Treasurer, and the Ozone Secretariat as observers. Executive Committee members were invited to review document UNEP/OzL.Pro/ExCom/88/IAP/1/Rev.2 and the meeting documents in particular those considered under the IAP-88, and were reminded that decisions should be taken following a non-objection basis,^{3,4} applied to previous IAPs, and that requests for additional information and/or clarification or changes to the Secretariat's recommendation on any of the documents under consideration should be submitted in writing only by the Heads of Delegations, no later than 25 November 2021.

10. The Secretariat uploaded all written requests received from members to the forum established for the IAP-88, and compiled them in document UNEP/OzL.Pro/ExCom/88/IAP/2, Consolidated requests and responses – intersessional approval process established for the 88th meeting. In compiling the written requests, the Secretariat noted that several members requested additional information and/or clarification

³ That is, documents, reports and projects would be considered approved if an objection is not received.

⁴ Paragraphs 156.4 and 156.5 of document UNEP/OzL.Pro/ExCom/11/36.

related to specific documents, while a few other members also suggested modifications to the Secretariat's recommendations on several documents.

11. In addressing the requests by Executive Committee members, the Secretariat contacted bilateral and implementing agencies, particularly when the requested information was not available at the Secretariat or the desired clarification required further consultation with the governments of Article 5 countries. Concurrently, the Secretariat approached a few delegations to clarify some of the additional information they requested and modifications they proposed to the Secretariat's recommendations on some documents.

12. The Secretariat also included the write-up on agenda items discussed at formal online/virtual meetings, which had been cleared by the Chair of the Executive Committee, in document UNEP/OzL.Pro/ExCom/88/IAP/2/Add.1.

13. Subsequently, documents UNEP/OzL.Pro/ExCom/88/IAP/2 and Add.1 were uploaded to the forum established for the IAP-88, on 3 and 6 December 2021, respectively. Heads of Delegations were invited to submit in writing any disagreements to the revised recommendations and any comments on the two documents, by 9 December 2021. Based on the responses received, which were uploaded to the forum, the Secretariat prepared the present document which includes comments and discussions, where applicable, and decisions of the Executive Committee associated with each of the agenda items and associated documents that were considered under the 88th meeting.

14. Decisions arising from the 88th meeting would be included under the relevant agenda items in the Report of the 88th meeting of the Executive Committee.

15. As further indicated in document UNEP/OzL.Pro/ExCom/88/IAP/1/Rev.2, agenda items and associated documents which were not considered through formal online/virtual meetings of the 88th meeting and the IAP-88, were deferred to the 89th or 90th meeting, as applicable.

16. Following the issuance of the present document, the Secretariat would send instructions to the Treasurer on funding allocations to the bilateral and implementing agencies based on the level of funds for projects approved intersessionally and relevant decisions of the Executive Committee, so that implementation of projects could commence soon after.

PART II COMMENTS, DISCUSSIONS AND DECISIONS BY THE EXECUTIVE COMMITTEE

17. All decisions made during the IAP-88 were taken on an exceptional basis and without setting a precedent for future Executive Committee decisions.

AGENDA ITEM 3: SECRETARIAT ACTIVITIES

18. During the IAP-88, the Executive Committee considered the report on Secretariat activities contained in documents UNEP/OzL.Pro/ExCom/88/2, Add.1 and Add.2.

19. With respect to the audit of the Multilateral Fund by the Office of Internal Oversight Services (OIOS) contained in document UNEP/OzL.Pro/ExCom/88/2/Add.1, one member was mindful that the audit was an internal UNEP exercise, and considered that the issues raised could be taken up under agenda items already scheduled for discussion by the Executive Committee. Another member, considering that the recommendations on the implementation of the gender mainstreaming policy, the need for more effective analysis of root causes for project implementation delays and corrective action to address the systemic issues, and the compliance with Executive Committee decisions on project completion and reporting, merited discussion and further actions to be taken by the Secretariat and/or the bilateral and implementing agencies; he also proposed to amend paragraph (e) of the Secretariat's recommendation to give due

consideration to those matters at the first regular meeting of the Executive Committee in 2022. The Secretariat clarified that the issues raised by the audit and the results subsequent to the actions taken should be considered under relevant agenda items to ensure effective discussion.

20. With respect to the assessment of the Multilateral Fund by the Multilateral Organization Performance Assessment Network (MOPAN) contained in document UNEP/OzL.Pro/ExCom/88/2/Add.2, some members were of the view that an in-person discussion at the 89th or 90th meeting of the areas for improvement identified by the assessment would be required to provide future direction of the Executive Committee and the Secretariat before committing to a way forward and finalising a management response, specifically in relation to the intermediate results framework; the importance of verification and monitoring to ensure the sustainability of the achieved results; the insufficiently challenging, formative and analytical evaluation function including its independence from the hierarchy in the Secretariat; the gender policy including its implementation and its interaction with those of the bilateral and implementing agencies; and the information strategy *inter alia* availability of information, including lessons learnt, in relevant documents and databases, and accessibility of the website.

21. In responding to comments of Executive Committee members, the Secretariat suggested that the assessment including the managerial response to the MOPAN Secretariat, be further discussed at the 90th meeting using the same document submitted to the 88th meeting, taking into account the large number of policy documents that the Executive Committee would need to discuss at the 89th meeting, and noting that guidance from the Executive Committee would need to be provided for *inter alia* a potential review of the information strategy of the Multilateral Fund. With regard to the gender mainstreaming policy of the Multilateral Fund, the Secretariat noted that the review of the implementation of the gender policy of the Multilateral Fund to be presented at the 90th meeting, as requested by the Committee, could take into account the comments made by the members.

22. Subsequent to the issuance of document UNEP/OzL.Pro/ExCom/88/IAP/2, given the interest of other members, noting the potential heavy workload at the 90th meeting and that the Committee might not be able to fully agree on a path forward at one meeting, one member proposed the matter be discussed at the 89th meeting.

23. Subsequently, the Executive Committee decided:

- (a) To note, with appreciation, the report on Secretariat activities contained in document UNEP/OzL.Pro/ExCom/88/2;

Audit of the Multilateral Fund by the Office of Internal Oversight Services

- (b) To note the report of the audit by the United Nations Environment Programme Secretariat of the Multilateral Fund for the Implementation of the Montreal Protocol (Assignment No. AA2021-220-01) conducted by the Office of Internal Oversight Services (OIOS), as attached to document UNEP/OzL.Pro/ExCom/88/2/Add.1;
- (c) To note that the Fund Secretariat and the Treasurer had taken specific actions to address the six recommendations contained in the report mentioned in sub-paragraph (b) above;
- (d) To request the Fund Secretariat, the Treasurer and the bilateral and implementing agencies to implement the recommendations made by OIOS and to include information in that regard in the relevant meeting documents;
- (e) To request the Fund Secretariat to communicate to OIOS, through the Executive Director of UNEP, that the Executive Committee noted the recommendations contained in the OIOS report, as well as the actions that the Fund Secretariat, the Treasurer and the bilateral and

implementing agencies had taken to address them; and that the Committee would give further consideration to those items relating to gender mainstreaming, project implementation delays, and project completion and reporting under relevant agenda items at the first regular meeting of the Executive Committee in 2022;

Assessment of the Multilateral Fund by the Multilateral Organization Performance Assessment Network

- (f) To note the report that responded to the five key areas of improvement identified in the 2019 Assessment of the Multilateral Fund by the Multilateral Organization Performance Assessment Network (MOPAN), contained in document UNEP/OzL.Pro/ExCom/88/2/Add.2; and
- (g) To defer to the 89th meeting consideration of the report mentioned in sub-paragraph (f) above.

(Decision 88/??)

AGENDA ITEM 4: FINANCIAL MATTERS

(a) Status of contributions and disbursements

24. During the IAP-88, the Executive Committee considered document UNEP/OzL.Pro/ExCom/88/3 and Annex I of document UNEP/OzL.Pro/ExCom/88/IAP/2.

25. As at 10 November 2021, the balance of the Multilateral Fund had stood at US \$397,628,052, all of it in cash. The cumulative loss owing to the fixed-exchange-rate mechanism since its inception stood at US \$30.15 million.

26. The Executive Committee decided:

- (a) To note the report of the Treasurer on the status of contributions and disbursements, contained in Annex I to the present report;
- (b) To note the completion of the review of the amounts of the bilateral contribution by Finland recorded in the Multilateral Fund in line with decision 87/1(d); and
- (c) To request the Chief Officer and the Treasurer to continue following up with Parties that had outstanding contributions for one triennium or more, and to report back at the 90th meeting.

(Decision 88/??)

(b) Report on balances and availability of resources

27. During IAP-88, the Executive Committee considered document UNEP/OzL.Pro/ExCom/88/4.

28. The Executive Committee decided:

- (a) To note:
 - (i) The report on balances and availability of resources contained in document UNEP/OzL.Pro/ExCom/88/4;

- (ii) That the net level of funds being returned at the 88th meeting by the implementing agencies was US \$6,320,237, consisting of US \$2,261,506, plus agency support costs of US \$168,607 from UNDP; US \$3,165,404, plus agency support costs of US \$241,892 from UNEP; US \$36,946, plus agency support costs of US \$2,678 from UNIDO; and agency support costs of US \$443,204 from the World Bank;
 - (iii) That UNDP held balances of US \$25,773, including agency support costs, for three projects completed over two years previously, and US \$22,223, including agency support costs, for three completed projects funded using the additional voluntary contributions for enabling activities for HFC phase-down;
 - (iv) That UNEP held balances of US \$116,344 including agency support costs, for two projects completed “by decisions of the Executive Committee”;
 - (v) That the net level of funds being returned at the 88th meeting by the Government of Australia was US \$2,070, plus agency support costs of US \$269;
- (b) To request:
- (i) Bilateral and implementing agencies to proceed with disbursement or to cancel committed and not-committed funds that were not needed for completed projects and projects completed “by decision of the Executive Committee”, and to return the associated balances to the 90th meeting;
 - (ii) UNDP to proceed with disbursement or to cancel commitments for the remaining three projects completed over two years previously, and to return balances to the 90th meeting;
 - (iii) UNDP to return to the 90th meeting the balances of three completed projects funded using the additional voluntary contributions;
 - (iv) UNEP to return to the 90th meeting, the balances of two projects completed “by decision of the Executive Committee”, in line with decision 86/16(f)(i); and
 - (v) The Treasurer to follow up with the Government of Australia, on the return, in cash, of the amount of US \$2,339 referred to in sub-paragraph (a)(v) above.

(Decision 88/??)

(c) Accounts of the Multilateral Fund

(i) Final 2020 accounts

29. During the IAP-88, the Executive Committee considered document UNEP/OzL.Pro/ExCom/88/5.

30. The Executive Committee decided:

- (a) To note the final audited financial statements of the Multilateral Fund as at 31 December 2020, prepared in accordance with the International Public Sector Accounting Standards, contained in document UNEP/OzL.Pro/ExCom/88/5; and

- (b) To request the Treasurer to record in the 2021 accounts of the Multilateral Fund the differences between the implementing agencies' provisional 2020 financial statements and their final 2020 statements reflected in Table 1 of document UNEP/OzL.Pro/ExCom/88/5.

(Decision 88/??)

(ii) Reconciliation of the 2020 accounts

31. During the IAP-88, the Executive Committee considered document UNEP/OzL.Pro/ExCom/88/6.

32. UNIDO indicated that the interest of US \$85,020 accrued from the HCFC phase-out management plan (HPMP) for China, shown in Table 3 of the document, had already been returned to the Multilateral Fund, while the World Bank indicated that the interest of US \$22,119, accrued from the HPMP for China, shown in the same table, was an one-off reconciliation item per decision 87/24 and had already been returned to the Fund. Therefore, the Secretariat noted that the Treasurer was not required to offset these two amounts against approvals at the 88th meeting for UNIDO and the World Bank.

33. The Executive Committee decided:

- (a) To note the reconciliation of the 2020 accounts contained in document UNEP/OzL.Pro/ExCom/88/6;
- (b) To request the Treasurer to deduct from future transfers:
 - (i) To UNEP, US \$1,080,630, on account of income from interest earned in 2020 and prior years, reported in its 2020 final accounts that had yet to be offset against new approvals;
- (c) To request UNDP to make adjustments of US \$6,740 in its 2021 progress report, representing the amount withheld for penalty in relation to a project (SRL/PHA/86/INV/58);
- (d) To request UNEP to make adjustments of US \$4,723 in its 2021 progress report, representing the amount withheld for penalty in relation to a project (SRL/PHA/86/TAS/56);
- (e) To request UNIDO to make adjustments of US \$2,022,000 in its 2021 accounts, representing income that had been recorded in 2020; and US \$89,600 in its 2021 progress report, in grants closed in 2020 but funds returned in 2021;
- (f) To request the World Bank to make adjustments in its 2021 progress report of:
 - (i) US \$314,015 representing the closing balance of US \$33,907 in relation to a project (CPR/PRO/57/INV/487) and US \$280,108 in relation to a project (CPR/FOA/56/INV/478);
 - (ii) US \$1,060,319, representing funds returned in relation to a project (PHI/SEV/80/TAS/01);
- (g) To note that the following 2020 outstanding reconciling items would be updated prior to the 91st meeting by relevant implementing agencies:
 - (i) Differences of US \$12,657 in income, and US \$69,436 in expenditures between the progress report and the final accounts of UNIDO;

- (ii) Differences of US \$121,562, in income between the progress report and the final accounts of the World Bank;
- (h) To note the standing reconciling items as follows:
 - (i) For UNDP, for unspecified projects, in the amounts of US \$68,300 and US \$29,054;
 - (ii) For the World Bank, for the following projects implementing with other bilateral agencies where applicable:
 - a. Bilateral cooperation of the Government of Japan (THA/PHA/68/TAS/158), in the amount of US \$342,350;
 - b. Bilateral cooperation of the Government of Japan (VIE/PHA/76/TAS/71) and (VIE/PHA/84/INV/75), in the amount of US \$234,170;
 - c. Bilateral cooperation of the Government of Sweden (THA/HAL/29/TAS/120), in the amount of US \$225,985;
 - d. Bilateral cooperation of the Government of the United States of America (CPR/PRO/44/INV/425), in the amount of US \$5,375,000;
 - e. Bilateral cooperation of the Government of the United States of America (CPR/PRO/47/INV/439), in the amount of US \$5,375,000; and
 - f. The Thailand chiller project (THA/REF/26/INV/104), in the amount of US \$1,198,946.

(Decision 88/??)

(d) Revised 2022, approved 2023 and proposed 2024 budgets of the Fund Secretariat

34. At the formal online 88th meeting, the representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/88/7 containing, in the annex thereto, details of the revised 2022, approved 2023 and proposed 2024 budgets of the Secretariat. She noted that the 2022 budget had been revised pursuant to decision 87/60, in which the Executive Committee had decided to hold an additional meeting in March 2022, in Montreal, should the 88th meeting not take place in person; doing so would entail additional expenses of US \$448,600.

35. One member, noting that the 2023 budget had already been approved, expressed support for the revised 2022 and proposed 2024 budgets. Further noting that the Secretariat was not yet in the position to provide information on the costs associated with addressing the recommendations and areas for improvement identified in the assessment of the Multilateral Fund conducted by MOPAN, she indicated her willingness to be flexible with regard to the 2022 and 2023 budgets should the Executive Committee agree on actions to be taken in that respect.

36. The Executive Committee decided:

- (a) To note:
 - (i) The revised 2022, approved 2023 and proposed 2024 budgets of the Fund Secretariat contained in document UNEP/OzL.Pro/ExCom/88/7;

- (ii) The return, to the Multilateral Fund at the 88th meeting, of US \$2,430,831, comprising US \$2,427,831 from the approved 2020 budget of the Fund Secretariat and US \$3,000 from the approved 2020 budget for the monitoring and evaluation work programme;
- (b) To approve, as contained in Annex II to the present report:
 - (i) The revised 2022 budget of the Fund Secretariat of US \$7,364,366, including US \$448,600 to cover the cost of holding one additional meeting of the Executive Committee that year; and
 - (ii) The proposed 2024 budget of US \$7,167,615, which was based on the approved 2023 budget, the holding of two meetings of the Executive Committee in Montreal and a 3 per cent increase in staff costs.

(Decision 88/??)

AGENDA ITEM 5: COUNTRY PROGRAMME DATA AND PROSPECTS FOR COMPLIANCE

37. During IAP-88, the Executive Committee considered document UNEP/OzL.Pro/ExCom/88/8.
38. The Secretariat reported that two countries, Mali and Mauritania submitted country programme (CP) data reports for 2020 subsequent to the issuance of the document.
39. Noting the challenges faced by the Secretariat in reconciling HFC data reported under Article 7 and under CP implementation reports at the country level, due to the fact that HFC-blends are reported as blends under CP data reports, while countries might choose to report the consumption of each individual HFC that constitutes the HFC-blend, one member proposed to request the Secretariat to assess ways of adjusting the reporting requirements in order to allow an easier way to reconcile HFC data reported under Article 7 and under CP implementation reports.
40. Subsequently, the Executive Committee decided:
- (a) To note the information on country programme (CP) data and prospects for compliance contained in document UNEP/OzL.Pro/ExCom/88/8, including that, as at 8 October 2021, 131 countries had submitted 2020 CP data and 13 countries had not done so;
 - (b) To note that Mali and Mauritania submitted CP data for 2020 subsequent to the issuance of document UNEP/OzL.Pro/ExCom/88/8;
 - (c) To request:
 - (i) The Secretariat to send letters to the Governments of Central African Republic (the), Cote d'Ivoire, Cuba, Guinea, Myanmar, Saint Kitts and Nevis, Seychelles, South Africa, South Sudan, Suriname and Venezuela (Bolivarian Republic of) regarding the outstanding CP data reports for 2020, urging them to submit those reports as soon as possible;
 - (ii) Relevant implementing agencies to continue assisting the respective governments in clarifying the discrepancies between the 2020 CP data and Article 7 data and to report back no later than the 90th meeting; and
 - (iii) The Secretariat to include in the document on country programme data and prospect for compliance to be submitted to the 90th meeting, ways to adjust the

reporting requirements under CP reports to allow for reconciliation of HFC data reported under Article 7 and CP reports.

(Decision 88/??)

AGENDA ITEM 6: EVALUATION

(a) Evaluation of the performance of implementing agencies against their 2020 business plans

41. During IAP-88, the Executive Committee considered document UNEP/OzL.Pro/ExCom/88/9.

42. One member assumed that the lower level of performance of the implementing agencies was either due to poor planning of performance indicators in the first instance or the COVID-19 pandemic contributed to expectations not being met. The member further proposed to request the Secretariat, to provide in its next evaluation of the implementing agencies a more comprehensive analysis of the results, including reasons for implementing agencies not reaching targets and suggestions for ways to improve performance as appropriate.

43. In response to a clarification sought by one member on the parameters used by implementing agencies when reporting speed of financial completion, the Secretariat explained that as per the established practice, the Executive Committee allowed implementing agencies to set the target for the speed of financial completion either in months or percentage; therefore, the Secretariat reviewed the actual achievement based on the target selected by each agency. In response to a request by the same member for an explanation of the relatively low level of project completion for activities of all implementing agencies, the Secretariat noted that the 2020 targets for project completion were set in 2019 using the 2018 annual progress reports submitted by the implementing agencies, when planning of project completion was not affected by the COVID-19 pandemic. However, in 2020, the constraints imposed by the pandemic caused that a large number of projects and activities could not be completed in 2020 as planned; thus, the rate of completion was relatively low as compared to previous years.

44. Subsequently, the Executive Committee decided:

(a) To note:

- (i) The evaluation of the performance of implementing agencies against their 2020 business plans, as contained in document UNEP/OzL.Pro/ExCom/88/9;
- (ii) That all implementing agencies had a quantitative assessment of their performance for 2020 of at least 68 on a scale of 100;
- (iii) That the trend analysis indicated that performance of implementing agencies had not improved in some indicators in 2020 in relation to 2019;
- (iv) With appreciation, the efforts undertaken by bilateral and implementing agencies to have open and constructive discussions with the respective national ozone units (NOUs) about the areas in which their services were perceived to be less than satisfactory, and the satisfactory outcome of their consultations with the NOUs concerned;

- (b) To request UNIDO to have an open and constructive discussion with the NOU in Iraq, to resolve any issues raised in the evaluation of its performance and to report to the 90th meeting on the outcome of the discussion;

- (c) To encourage NOUs to submit, on a yearly basis and in a timely manner, their assessments of the qualitative performance of the bilateral and implementing agencies in assisting their governments, noting that 37 out of the 144 countries had submitted such assessments for 2020, as compared to 78 in 2019; and
- (d) To request the Secretariat to provide in the next evaluation of the performance of the implementing agencies a more comprehensive analysis of the results, including additional information on reasons for not reaching the targets and suggestions for ways to improve performance as appropriate.

(Decision 88/??)

(b) Desk study for the evaluation of energy efficiency in the servicing sector

45. During the IAP-88, the Executive Committee considered document UNEP/OzL.Pro/ExCom/88/10.

46. One member considered that the desk study raised a number of relevant issues that the Executive Committee should keep in mind in its ongoing efforts to respond to decision XXX/5; she further noted that the recommendation of the desk study was related to the broader question being considered by the Committee on addressing the finding of the assessment of the Multilateral Fund by MOPAN in relation to the evaluation function, and that the Executive Committee was set to continue considering how to address energy efficiency while phasing down HFCs including in the refrigeration servicing sector. On this basis, the member proposed that the information contained in the desk study be taken into account by the Secretariat when preparing further information and future reports related to energy efficiency.

47. Subsequently, the Executive Committee decided:

- (a) To take note of the desk study for the evaluation of the energy efficiency in the servicing sector, contained in document UNEP/OzL.Pro/ExCom/88/10; and
- (b) To request the Secretariat, when preparing further information and future reports related to energy efficiency, to take into account the information and lessons learned contained in the desk study referred to in paragraph (a) above.

(Decision 88/??)

(c) Draft monitoring and evaluation work programme for the year 2022

48. At the formal online 88th meeting, on behalf of the Executive Committee, the Chair congratulated Ms. Nuria Castells on her appointment as Senior Monitoring and Evaluation Officer in the Secretariat.

49. Introducing document UNEP/OzL.Pro/ExCom/88/11, the Senior Monitoring Evaluation Officer gave an overview of the draft monitoring and evaluation work programme for 2022. Three evaluation activities were proposed: a desk study for the evaluation of demonstration projects for low-global-warming (GWP) alternatives to HCFCs; the second phase of the evaluation of regional networks of national ozone officers; and an evaluation of the enabling activities for HFC phase-down.

50. The Senior Monitoring and Evaluation Officer responded to a question from two members about how the recommendations relating to monitoring and evaluation in the report on the assessment of the Multilateral Fund by MOPAN had been considered in preparation of the draft work programme. She said that there was no single, specific activity, but rather general efforts to change the institutional mindset, to refresh processes and working methods and to take on board more comprehensively the needs of partners. She had already begun consultations on the matter with the implementing agencies. The desired changes

would be implemented in the medium term with a view to making the evaluation function more transformative and strategic and the related lessons learned more analytical than factual.

51. One member stressed the importance of the regional networks of national ozone officers for implementation of the Montreal Protocol and the need to ensure that they were being used to the full. He welcomed the proposal to invert the traditional order of evaluation phases for that activity and organize field validation missions at the third stage of the evaluation in the second semester of 2022. He considered it more realistic, however, to have the final evaluation report presented at the first meeting of 2023 instead of at the 91st meeting as proposed. That would allow greater flexibility in the planning of the field visits. Additionally, such a change might permit the Senior Monitoring and Evaluation Officer to initiate the evaluation of the enabling activities for HFC phase-down earlier than proposed in the draft work programme. He proposed therefore that the terms of reference for that desk study be submitted to the Executive Committee at its 90th meeting, as opposed to the 91st meeting. If it turned out that the number of projects already completed was sufficient to allow the conduct of a meaningful desk study, then such a study could be carried out and presented at the last meeting of 2022, given that the results would be relevant for the preparation of Kigali HFC implementation plans (KIPs).

52. In response to a question about the added value of the field validation missions, as regional network meetings were, for the moment, planned to take place virtually, the Senior Monitoring and Evaluation Officer explained that the missions would take place only if the regional meetings were again held in person. If that were not to happen then the evaluation would be conducted using remote tools and a preliminary report would be produced. That report could then be consolidated whenever it was once again possible to go to the field. The plans for the validations missions would thus be readjusted according to the realities of the evolution of the COVID-19 pandemic at that stage of the evaluation.

53. The Executive Committee agreed to establish a contact group to discuss the matter further.

54. Following the meeting of the contact group on 22 November 2021, a revised draft monitoring and evaluation work programme for the year 2022 was issued, as contained in document UNEP/OzL.Pro/ExCom/88/11/Rev.1.

55. The Executive Committee decided:

- (a) To approve the proposed monitoring and evaluation work programme for 2022 contained in document UNEP/OzL.Pro/ExCom/88/11/Rev.1 and the related budget of US\$ 144,500 outlined in table 2 of that document; and
- (b) To reallocate US \$15,000, for the desk study for the evaluation of demonstration projects for low-global-warming-potential alternatives to HCFCs, from the 2020 budget of the monitoring and evaluation work programme to that of 2022.

(Decision 88/??)

AGENDA ITEM 7: PROGRAMME IMPLEMENTATION

(a) Progress reports as at 31 December 2020

(i) Consolidated progress report

56. During IAP-88, the Executive Committee considered document UNEP/OzL.Pro/ExCom/88/12.

57. The Executive Committee decided to note:

- (a) The consolidated progress report of the Multilateral Fund as at 31 December 2020 contained in document UNEP/OzL.Pro/ExCom/88/12;
- (b) With appreciation, the efforts undertaken by bilateral and implementing agencies in reporting their 2020 activities; and
- (c) That the bilateral and implementing agencies would report, at the 90th meeting, on 129 projects with implementation delays and 53 ongoing projects or tranches of multi-year agreements recommended for additional status reports, as contained in Annex I of each individual progress report of bilateral and implementing agencies.

(Decision 88/??)

(ii) Bilateral agencies

58. During the IAP-88, the Executive Committee considered document UNEP/OzL.Pro/ExCom/88/13.

59. The Executive Committee decided:

- (a) To note, with appreciation, the progress reports submitted by the Governments of Australia, Canada, France, Germany, Italy, Japan and Spain contained in document UNEP/OzL.Pro/ExCom/88/13;
- (b) To approve the extension of the completion dates of the projects listed below to allow for completion of the remaining ongoing activities as reflected in Table 1 of document UNEP/OzL.Pro/ExCom/88/13:
 - (i) HCFC phase-out management plan (HPMP) for Zimbabwe (stage I, fourth tranche) (refrigeration servicing sector) (ZIM/PHA/80/INV/54) to 31 March 2022; and
 - (ii) HPMP for Zimbabwe (stage I, fifth tranche) (ZIM/PHA/86/INV/62) to 30 June 2022;
- (c) To approve the extension of the completion date, to 30 September 2022, of the enabling activities for HFC phase-down for Papua New Guinea (PNG/SEV/80/TAS/01+), to allow for completion of the remaining ongoing activities as reflected in Table 3 of document UNEP/OzL.Pro/ExCom/88/13; and
- (d) To approve the recommendations related to ongoing projects with specific issues contained in Annex III to the present report.

(Decision 88/??)

(iii) UNDP

60. During IAP-88, the Executive Committee considered document UNEP/OzL.Pro/ExCom/88/14.

61. The Executive Committee decided:

- (a) To note the progress report of UNDP as at 31 December 2020 contained in document UNEP/OzL.Pro/ExCom/88/14;

- (b) To approve the extension of the completion date, to 30 June 2022, of the enabling activities for HFC phase-down for Uruguay (URU/SEV/80/TAS/02+), to allow for completion of the remaining ongoing activities as reflected in Table 2 of document UNEP/OzL.Pro/ExCom/88/14; and
- (c) To approve the recommendations related to ongoing projects with specific issues contained in Annex IV to the present report.

(Decision 88/??)

(iv) UNEP

62. During IAP-88, the Executive Committee considered document UNEP/OzL.Pro/ExCom/88/15.

63. The Executive Committee decided:

- (a) To note the progress report of UNEP as at 31 December 2020 contained in document UNEP/OzL.Pro/ExCom/88/15;
- (b) To approve the extension of the completion dates of the projects listed below to allow for completion of the remaining ongoing activities as reflected in Table 2 of document UNEP/OzL.Pro/ExCom/88/15:
 - (i) HCFC phase-out management plan (HPMP) for El Salvador (stage I, fourth tranche) (ELS/PHA/86/TAS/40) to 30 September 2022; and
 - (ii) HPMP for Honduras (stage I, fifth tranche) (HON/PHA/86/TAS/51) to 30 September 2022; and
- (c) To approve the recommendations related to ongoing projects with specific issues contained in Annex V to the present report.

(Decision 88/??)

(v) UNIDO

64. During IAP-88, the Executive Committee considered document UNEP/OzL.Pro/ExCom/88/16.

65. The Executive Committee decided:

- (a) To note the progress report of UNIDO as at 31 December 2020 contained in document UNEP/OzL.Pro/ExCom/88/16;
- (b) To approve the extension of the completion dates of the projects listed below to allow for completion of the remaining ongoing activities as reflected in Table 1 of document UNEP/OzL.Pro/ExCom/88/16:
 - (i) Enabling activities for HFC phase-down for Jordan (JOR/SEV/82/TAS/104) to 30 June 2022;
 - (ii) Global chiller replacement project for Argentina (GLO/REF/80/DEM/344) to 31 December 2022;

- (c) To approve the extension of the completion dates of the projects listed below to allow for completion of the remaining ongoing activities as reflected in Table 3 of document UNEP/OzL.Pro/ExCom/88/16:
 - (i) Enabling activities for HFC phase-down for Chile (CHI/SEV/80/TAS/02+) to 30 June 2022;
 - (ii) Enabling activities for HFC phase-down for Morocco (MOR/SEV/81/TAS/01+) to 31 December 2022;
 - (iii) Enabling activities for HFC phase-down for Uruguay (URU/SEV/80/TAS/01+) to 30 June 2022; and
- (d) To approve the recommendations related to ongoing projects with specific issues contained in Annex VI to the present report.

(Decision 88/??)

(vi) World Bank

66. During IAP-88, the Executive Committee considered document UNEP/OzL.Pro/ExCom/88/17.

67. In response to a question on the timing required for initiating project implementation, the World Bank indicated that, the internal process for setting up a new project grant agreement took approximately one year; review, approval and signature of the grant agreement by the governments concerned would depend on their internal procedures and other factors which might be unpredictable. The World Bank mitigated the lengthy approval and signing process with retroactive clauses of disbursements so that activities could commence before the final agreement was signed. With respect to delays in the implementation of the four projects listed in Annex I of document UNEP/OzL.Pro/ExCom/88/17, the World Bank explained that in the case of the enabling activities for the HFC phase-down project in Indonesia, additional time was required in finalizing implementation arrangements and activities to be undertaken by the consultant in 2020 due to the COVID-19 pandemic; however, funding was fully disbursed by 30 June 2021. In the case of the three projects in Thailand, approval of relevant agreements was delayed due to change in the Government, and subsequent delays in implementation were due to constraints imposed by the COVID-19 pandemic.

68. The Executive Committee decided:

- (a) To note the progress report of the World Bank as at 31 December 2020 contained in document UNEP/OzL.Pro/ExCom/88/17;
- (b) To approve the extension of the completion date, to 31 December 2021, of the enabling activities for HFC phase-down for Thailand (THA/SEV/80/TAS/01+), to allow for completion of the remaining ongoing activities as reflected in Table 2 of document UNEP/OzL.Pro/ExCom/88/17; and
- (c) To approve the recommendations related to ongoing projects with specific issues contained in Annex VII to the present report.

(Decision 88/??)

(b) Reports on projects with specific reporting requirements

69. During IAP-88, the Executive Committee all reports contained in Sections I and III of document UNEP/OzL.Pro/ExCom/88/18, as follows.

Section I: Reports on projects with specific reporting requirements for which there are no outstanding policy, cost or other issues, for which the Executive Committee may wish to take decision on the basis of the Secretariat's recommendations without further discussion ("blanket approval")

Reports related to HPMPs

Argentina: HCFC phase-out management plan (stage II – update on the financial viability of the enterprise Celpack) (UNIDO and the Government of Italy)

70. Information relating to the HPMP was set out in paragraphs 5 to 9 of document UNEP/OzL.Pro/ExCom/88/18.

71. The Executive Committee decided:

- (a) To request the Government of Argentina, through UNIDO, to provide to the 90th meeting an update on the financial viability of the extruded polystyrene (XPS) foam enterprise Celpack and a decision on whether the enterprise would be assisted by the Multilateral Fund under stage II of the HCFC phase-out management plan (HPMP) for Argentina, in line with decision 84/64(d)(ii), and
- (b) To note that, in the event that the enterprise referred to in sub-paragraph (a) above would not be assisted by the Multilateral Fund, the funds associated with its conversion would be calculated taking into consideration the flexibility in the allocation of funds approved to the Government of Argentina for the XPS foam sector, and would be deducted from the approval of the next tranche of stage II of the HPMP for Argentina.

(Decision 88/??)

Côte d'Ivoire: HCFC phase-out management plan (stage I – report on the adoption of the interministerial decree ("arrêté interministériel") for regulating import, export, transit, re-export and trade of ODS, and other measures on strengthening monitoring and reporting systems relating to HCFC import and export) (UNEP and UNIDO)

72. Information relating to report on the adoption of the interministerial decree for regulating import, export, transit, re-export and trade of ODS, the HPMP was set out in paragraphs 10 to 13 of document UNEP/OzL.Pro/ExCom/88/18.

73. The Executive Committee decided:

- (a) To note the report on progress in the future adoption of the interministerial decree ("arrêté interministériel") for regulating import, export, transit, re-export and trade of ODS, and other measures on strengthening monitoring and reporting systems relating to HCFC import and export under stage I of the HCFC phase-out management plan for Côte d'Ivoire, submitted by UNEP, in response to decision 87/10, and contained in document UNEP/OzL.Pro/ExCom/88/18; and

- (b) To request the Government of Côte d'Ivoire to provide an update, through UNEP, at the 90th meeting, on the adoption of the “arrêté interministériel” mentioned in sub-paragraph (a) above.

(Decision 88/??)

Ghana: HCFC phase-out management plan (stage I – progress report) (UNDP and the Government of Italy)

74. Information relating to the HPMP was set out in paragraphs 14 to 24 of document UNEP/OzL.Pro/ExCom/88/18.

75. The Executive Committee took note of the updated 2020 progress report on the implementation of stage I of the HCFC phase out management plan for Ghana submitted by UNDP, contained in document UNEP/OzL.Pro/ExCom/88/18.

Honduras: HCFC phase-out management plan (stage I – an update on progress toward implementing the recommendations in the verification report) (UNIDO and UNEP)

76. Information relating to progress toward implementing the recommendations in the verification report was set out in paragraphs 25 to 32 of document UNEP/OzL.Pro/ExCom/88/18.

77. The Executive Committee took note of the update on progress toward implementing the recommendations in the verification report associated with the fifth tranche of stage I of the HCFC phase-out management plan for Honduras, including actions taken by the Government of Honduras to ensure the accuracy of country programme implementation data and Article 7 data submitted to the Multilateral Fund and Ozone Secretariats, respectively, submitted by UNIDO and contained in document UNEP/OzL.Pro/ExCom/88/18.

Indonesia: HCFC phase-out management plan (stage I – progress report)

78. Information relating to the HPMP is contained in paragraphs 1 to 18 of document UNEP/OzL.Pro/ExCom/88/51.

79. The Executive Committee took note of the final progress report on the implementation of stage I of the HCFC phase out management plan (HPMP) for Indonesia, submitted by UNDP, contained in document UNEP/OzL.Pro/ExCom/88/51.

Jamaica: HCFC phase-out management plan (stage II – update on the status of implementation of the measures for strengthening the licensing and quota system and monitoring and reporting of HCFC consumption recommended in the verification report) (UNDP and UNEP)

80. Information relating to implementation of the measures for strengthening the licensing and quota system and monitoring and reporting of HCFC consumption was set out in paragraphs 33 to 38 of document UNEP/OzL.Pro/ExCom/88/18.

81. The Executive Committee decided:

- (a) To note the update on the status of implementation of the measures for strengthening the licensing and quota system and monitoring and reporting of HCFC consumption recommended in the verification report under stage II of the HCFC phase-out management plan for Jamaica, submitted by UNDP and contained in document UNEP/OzL.Pro/ExCom/88/18; and

- (b) To request the Government of Jamaica and UNDP to provide, to the 90th meeting, an update on the additional steps taken in relation to the recommendations in the verification report submitted to the 85th meeting.

(Decision 88/??)

Kenya: HCFC phase-out management plan (stage II, second tranche – update on the status of the implementation of activities for strengthening monitoring and reporting of HCFC licensing and quota systems recommended in the verification report) (Government of France)

82. Information relating to the status of implementation of activities for strengthening monitoring and reporting of HCFC licensing and quota systems was set out in paragraphs 39 to 47 of document UNEP/OzL.Pro/ExCom/88/18.

83. The Executive Committee decided:

- (a) To note the status report on the strengthening of the licensing and quota system for HCFCs and information sharing with Kenya Revenue Authority on HCFC imports, submitted by the Government of Kenya through the Government of France and contained in document UNEP/OzL.Pro/ExCom/88/18; and
- (b) To request the Government of Kenya, through the Government of France, to provide an update on the status, at the 90th meeting, on the activities implemented for strengthening of the licensing and quota system for HCFCs and information sharing with Kenya Revenue Authority on HCFC imports.

(Decision 88/??)

Libya: HCFC phase-out management plan (stage I – progress report) (UNIDO)

84. Information relating to the HPMP was set out in paragraphs 60 to 77 of document UNEP/OzL.Pro/ExCom/88/18.

85. The Executive Committee took note of the progress report on the implementation of stage I of the HCFC phase out management plan for Libya, submitted by UNIDO and contained in document UNEP/OzL.Pro/ExCom/88/18.

Mexico: HCFC phase-out management plan (stage I - progress report) (UNIDO and UNDP)

86. Information relating to the HPMP was set out in paragraphs 48 to 53 of document UNEP/OzL.Pro/ExCom/88/18.

87. The Executive Committee decided to note:

- (a) That UNDP was unable to financially complete stage I of the HCFC phase-out management plan (HPMP) for Mexico before the 88th meeting and return balances at the 88th meeting, as per decision 87/15(b), owing to the need to resolve an issue identified in the safety audit of the last converted enterprise to allow the release of the last payment; and
- (b) That UNDP will financially complete stage I of the HPMP for Mexico before 31 December 2021 and return to the Multilateral Fund the approved funds of US \$683,300 for the enterprise Plásticos Espumados, which did not participate in stage I of the HPMP,

the estimated balance of US \$300,000 from the conversion of the polyurethane foam sector, and any remaining balances from stage I of the HPMP at the 90th meeting.

(Decision 88/??)

Saint Lucia: HCFC phase-out management plan (stage I, fifth tranche – update on the status of the signing of the small scale funding agreement (SSFA) and disbursement of the first instalment under the SSFA) (UNEP and UNIDO)

88. Information relating to the HPMP was set out in paragraphs 54 to 59 of document UNEP/OzL.Pro/ExCom/88/18.

89. In response to a request by one member for an update on the status of signature of the SSFAs for the fifth tranche of stage I of the HPMP and the first tranche of stage II and the disbursements, UNEP informed that the two SSFAs were sent to the Government for their approval on August 2021. Due to the administrative approval process in place, the final drafts of both SSFAs were agreed on 12 November 2021 and subsequently signed by UNEP. Upon signature of the SSFAs by the Government of Saint Lucia, which was expected by December 2021, the first instalments amounting to US \$10,500 and US \$40,500, respectively, would be released by UNEP.

90. Subsequently, the Executive Committee decided:

- (a) To note the update on the status of the signing of the small-scale funding agreement (SSFA) for the implementation of the fifth tranche of HCFC phase-out management plan (HPMP) for Saint Lucia and disbursement of the first instalment under the SSFA, submitted by UNEP and contained in document UNEP/OzL.Pro/ExCom/88/18; and
- (b) To request UNEP to provide an update, to the 90th meeting, on the status of signing of the SSFAs and disbursement of the first instalments under the SSFAs for the fifth tranche of stage I of the HPMP and the first tranche of stage II of the HPMP for Saint Lucia.

(Decision 88/??)

Saint Vincent and the Grenadines: HCFC phase-out management plan (report on the progress made in improving the licensing and quota system and strengthening customs' capacity for import control) (UNEP and UNIDO)

91. Information relating to progress made in improving the licensing and quota system and strengthening customs' capacity for import control was set out in paragraphs 78 to 83 of document UNEP/OzL.Pro/ExCom/88/18.

92. One member noted a typo error in paragraph (b) of the recommendation when it referred to the next tranche being the third instead of the fourth.

93. Subsequently, the Executive Committee decided:

- (a) To note the report on the progress made in improving the licensing and quota system and strengthening customs' capacity for import control under the HCFC phase-out management plan (HPMP) for Saint Vincent and the Grenadines, submitted by UNEP and contained in document UNEP/OzL.Pro/ExCom/88/18; and
- (b) To request the Government of Saint Vincent and the Grenadines with the assistance of UNEP and UNIDO to continue implementing planned activities to further strengthen the

licensing and quota system and to report on the progress achieved in the annual progress report of UNEP and when the request for the fourth tranche of the HPMP is submitted.

(Decision 88/??)

Saudi Arabia: HCFC phase-out management plan (stage I – progress report on the implementation of the remaining activities (UNEP)

94. Information relating to the HPMP was set out in paragraphs 84 to 89 of document UNEP/OzL.Pro/ExCom/88/18.

95. The Executive Committee took note of the annual progress report on the implementation of the activities remaining from stage I of the HCFC phase-out management plan for Saudi Arabia (decision 86/16(f)(ii)) submitted by UNEP, and contained in document UNEP/OzL.Pro/ExCom/88/18.

Tunisia: HCFC phase-out management plan (stage I – final progress report) (UNIDO/UNEP/Government of France)

96. Information relating to the HPMP was set out in paragraphs 110 to 118 of document UNEP/OzL.Pro/ExCom/88/18.

97. The Executive Committee decided:

- (a) To note the final progress report on the implementation of stage I of the HCFC phase-out management plan for Tunisia, submitted by UNIDO and contained in document UNEP/OzL.Pro/ExCom/88/18; and
- (b) To request the Government of France to submit a detailed report on the results of the pilot demonstration project for the use of zero-ODP and low-global warming potential alternative technologies by small and medium users in the servicing sector to the 90th meeting, to allow the Secretariat to develop fact sheets to inform future projects, in line with decision 84/84(d).

(Decision 88/??)

Tunisia: HCFC-phase out management plan (stage II – change of technology for a foam manufacturing enterprise (Le Panneau)) (UNIDO)

98. Information relating to the HPMP was set out in paragraphs 119 to 127 of document UNEP/OzL.Pro/ExCom/88/18.

99. The Executive Committee decided:

- (a) To note the request submitted by UNIDO on behalf of the Government of Tunisia for a change of technology in the conversion of an enterprise, Le Panneau, from n-pentane based foam blowing agent to HFO-1233zd in stage II of the HCFC phase-out management plan for Tunisia as contained in document UNEP/OzL.Pro/ExCom/88/18; and
- (b) To approve the change of technology mentioned in sub-paragraph (a) above, on the understanding that any additional costs for the conversion would be covered by the enterprise.

(Decision 88/??)

Projects for low-GWP alternatives to HCFCs

Egypt: Final report on the project to promote low-global-warming-potential refrigerants for the air conditioning industry in Egypt (EGYPRA) (UNIDO)

100. Information relating to the project was set out in paragraphs 90 to 100 of document UNEP/OzL.Pro/ExCom/88/18.

101. The Executive Committee decided:

- (a) To note the final report on the project to promote low-global-warming-potential (GWP) refrigerants for the air-conditioning industry in Egypt (EGYPRA), submitted by UNIDO and contained in document UNEP/OzL.Pro/ExCom/88/18; and
- (b) To invite bilateral and implementing agencies to take into account the report referred to in sub-paragraph (a) above when assisting Article 5 countries in preparing projects for the conversion of air-conditioning manufacturing to low-GWP refrigerants.

(Decision 88/??)

Saudi Arabia: Demonstration project on promoting HFO-based low-global-warming-potential refrigerants for the air-conditioning sector in high ambient temperatures (progress report) (UNIDO)

102. Information relating to the project was set out in paragraphs 101 to 109 of document UNEP/OzL.Pro/ExCom/88/18.

103. The Executive Committee decided:

- (a) To note the progress report on the demonstration project on promoting hydrofluoroolefin-based low-global-warming-potential refrigerants for the air-conditioning sector in high ambient temperatures in Saudi Arabia, submitted by UNIDO and contained in document UNEP/OzL.Pro/ExCom/88/18;
- (b) To extend the completion date of the project referred to in sub-paragraph (a) above to 15 March 2022 on an exceptional basis given the COVID-19 pandemic and the advanced progress achieved; and
- (c) To request UNIDO to submit the final report of the project referred to in sub-paragraph (a) above no later than 28 March 2022 and to return all remaining balances by the 90th meeting.

(Decision 88/??)

ODS waste disposal

Brazil: Pilot demonstration project on ODS waste management and disposal (progress report) (UNDP)

104. Information relating to the project was set out in paragraphs 128 to 133 of document UNEP/OzL.Pro/ExCom/88/18.

105. The Executive Committee took note of the progress report on the pilot demonstration project on ODS waste management and disposal in Brazil, submitted by UNDP, contained in document UNEP/OzL.Pro/ExCom/88/18.

Change of implementing agency

Mauritania: Change of implementing agency for the HCFC phase out management plan (stage I) (UNEP, UNDP and UNIDO)

106. Information relating to the request for change of implementing agency was set out in paragraphs 134 to 149 of document UNEP/OzL.Pro/ExCom/88/18.

107. One member suggested to note that the Government of Mauritania would update its HCFC consumption data for both Article 7 and country programme data when the survey of HCFC consumption for the years 2017 – 2020, was completed and independently verified.

108. Subsequently, the Executive Committee decided:

(a) To note:

- (i) The request by the Government of Mauritania to transfer to UNIDO all activities included in stage I of the HCFC phase-out management plan (HPMP) initially planned for implementation by UNDP;
- (ii) That the Fund Secretariat has updated the Agreement between the Government of Mauritania and the Executive Committee for stage I of the HPMP, as contained in Annex VIII to the present report, specifically Appendix 2-A and paragraph 9, on the basis of the transfer of UNDP's component to UNIDO, and paragraph 16, which has been added to indicate that the updated Agreement supersedes that reached at the 80th meeting;
- (iii) That the Government of Mauritania will update its HCFC consumption data reported under Article 7 of the Montreal Protocol and under the country programme data when the survey of HCFC consumption for the years 2017 to 2020 is completed and independently verified;

(b) With regard to the first tranche of stage I of the HPMP:

- (i) To request UNDP to return to the Multilateral Fund at the 88th meeting the funding of US \$105,000, plus agency support costs of US \$7,350 (MAU/PHA/80/TAS/25);
- (ii) To approve the transfer to UNIDO of the funding of US \$105,000, plus agency support costs of US \$7,350; and

(c) Further to approve the transfer from UNDP to UNIDO of the funding of US \$200,000, plus agency support costs of US \$14,000, approved in principle, associated with the second and third tranches of stage I of the HPMP.

(Decision 88/??)

Methyl bromide

Argentina: Methyl bromide phase-out plan (UNIDO)

109. Information relating to the methyl bromide phase-out plan was set out in paragraphs 150 to 152 of document UNEP/OzL.Pro/ExCom/88/18.

110. The Executive Committee took note that the reported level of consumption of methyl bromide for Argentina in 2020 was zero, as per the Agreement between the Government and the Executive Committee, except for the critical-use exemptions approved by the Parties to the Montreal Protocol.

Section III: Requests for the extension of completion dates of stage I/stage II of HPMPs beyond 31 December 2022, for which the Executive Committee may wish to take decision on the basis of the Secretariat's recommendations without further discussion ("blanket approval")

111. Information relating to the requests for extension of completion dates of HPMPs was set out in paragraphs 168 to 173 of document UNEP/OzL.Pro/ExCom/88/18.

112. One member was concerned about requesting additional work for the national ozone units (NOUs) of Haiti, Mali and South Sudan, which were already struggling to implement projects and activities, and suggested an alternative way for their reporting on status of implementation.

113. Subsequently, the Executive Committee decided:

- (a) To note the request for extension of the completion date of 31 December 2021 to a period beyond 31 December 2022 for the HCFC phase-out management plans (HPMPs) for the 16 Article 5 countries listed in Table 7 of document UNEP/OzL.Pro/ExCom/88/18;
- (b) To allow, on an exceptional basis:
 - (i) Continued implementation of the outstanding activities related to stage I of the HPMPs for Barbados (UNEP), Botswana (UNEP and UNIDO), Congo (the) (UNEP), Côte d'Ivoire (UNEP and UNIDO), Dominica (UNEP), Grenada (UNEP), Mozambique (UNEP and UNIDO), Jamaica (UNEP), Saint Kitts and Nevis (UNEP), South Africa (UNIDO), Suriname (UNEP and UNIDO) and Zambia (UNEP and UNIDO), and request the relevant implementing agencies to submit a revised implementation plan including requests for the remaining tranche under stage I of HPMPs as applicable, to the 90th meeting;
 - (ii) UNEP to continue implementation of the outstanding activities related to stage I of the HPMPs for Haiti, Mali and South Sudan and submit a report on status of implementation to the 90th meeting and a report under the UNEP progress report to the 91st meeting, on the understanding that no additional funding requests for implementation of HPMP and HFC project activities would be submitted until operational completion of stage I of HPMPs; and
 - (iii) UNIDO to continue implementation of the outstanding activities related to stage II of the HPMP for Venezuela (Bolivarian Republic of) and submit a comprehensive plan of action to the 90th meeting.

(Decision 88/??)

114. During the IAP-88, the Executive Committee considered parts I and V of the reports on projects with specific reporting requirements for China contained in document UNEP/OzL.Pro/ExCom/88/18/Add.1.

115. The Executive Committee agreed to defer part II, Report on progress in the implementation of activities listed in decision 83/41(e), part III, Study to determine the regulatory, enforcement, policy or market circumstances that might have led to the illegal production and use of CFC-11 and CFC-12

(decision 83/41(d)), and part IV, Updated report on the production of CTC and its feedstock uses to the 90th meeting.

116. In response to a clarification sought by one member on the deferral of consideration of parts II, III and IV, the Secretariat referred to document UNEP/OzL.Pro/ExCom/88/IAP/1/Rev.2, where the Executive Committee had agreed to defer the three reports, submitted by the Government of China, until they could be discussed in-person. The Secretariat further noted that no further action from the Executive Committee was needed to ensure consideration of the reports at the 90th meeting.

Financial audit reports for the CFC production, halon, polyurethane foam, process agent II, refrigeration servicing and solvent sectors

117. Information relating to the financial audit reports was set out in paragraphs 3 to 6 of document UNEP/OzL.Pro/ExCom/88/18/Add.1

118. The Executive Committee decided to note:

- (a) The report on progress in implementation of decisions 86/41(c) and 87/24(c) relating to the project completion reports (PCRs) for the CFC production, polyurethane foam, process agent II, halon, refrigeration servicing, and solvent sector plans for China, contained in document UNEP/OzL.Pro/ExCom/88/18/Add.1; and
- (b) That UNDP, UNIDO and the World Bank are updating the PCRs referred to in sub-paragraph (a) above, and that the Secretariat will report to the 90th meeting on the status of the update.

(Decision 88/??)

Sector plan for the phase-out of methyl bromide production

119. Information relating to the sector plan for the phase-out of methyl bromide production was set out in paragraphs 21 to 32 of document UNEP/OzL.Pro/ExCom/88/18/Add.1.

120. In response to a request for additional information by one member on whether data reported under Article 7 of the Montreal Protocol for 2014 had been amended to take into account the illegal production of methyl bromide, UNIDO confirmed that the Government of China reported both the illegal production of 6.6 metric tonnes of methyl bromide which was seized, and the subsequent use as feedstock, under the 2014 Article 7 data.

121. The Executive Committee took note of the report on the status of implementation of the sector plan for the phase-out of methyl bromide production in China, contained in document UNEP/OzL.Pro/ExCom/88/18/Add.1.

(c) 2021 consolidated project completion report

122. During the IAP-88, the Executive Committee considered document UNEP/OzL.Pro/ExCom/88/19.

123. The Executive Committee decided:

- (a) To note the 2021 consolidated project completion report (PCR) contained in document UNEP/OzL.Pro/ExCom/88/19;

- (b) To urge bilateral and implementing agencies to submit, at the 90th meeting, outstanding PCRs for multi-year agreements (MYAs) and individual projects, or to provide reasons for failing to do so;
- (c) To urge lead and cooperating agencies to coordinate their work closely in finalizing their portion of PCRs to allow the lead implementing agency to submit the completed PCRs on schedule;
- (d) To urge bilateral and implementing agencies when submitting their PCRs, to report clear and relevant lessons learned, aiming at actionable recommendations for improvement in future project implementation or replicability of good practices; and
- (e) To invite all those involved in the preparation and implementation of MYAs and individual projects to take into consideration the lessons learned from PCRs, where applicable, when proposing and implementing future projects.

(Decision 88/??)

AGENDA ITEM 8: BUSINESS PLANNING

(a) Update on the status of implementation of the 2021-2023 consolidated business plan of the Multilateral Fund

124. During the IAP-88, the Executive Committee considered document UNEP/OzL.Pro/ExCom/88/20.

125. In response to a question on the reasons for submitting in 2021 projects that were not included in the 2021 business plan but were included in the 2021-2023 business plan, the Secretariat noted that projects related to new stages II and III of HPMPs were submitted by bilateral and implementing agencies in view of the progress achieved in implementation of previous stages of those HPMPs. Other projects submitted were related to the preparation for KIPs; as the 2021-2023 business plan was endorsed by the Executive Committee at the 86th meeting, prior to the approval of the KIP preparation guidelines, funding for preparation of KIPs were not included in the 2021 business plan. In addition, requests for preparation of KIPs for countries that had not ratified the Kigali Amendment and had not submitted a letter of intention for ratifying it, were removed from the 2021-2023 business plan. With the approval of the KIP preparation guidelines at the 87th meeting and with additional Article 5 countries ratifying the Kigali Amendment after the 86th meeting, bilateral and implementing agencies submitted additional requests for KIP preparation to the 88th meeting.

126. The Executive Committee decided to note:

- (a) The update on the status of implementation of the 2021–2023 consolidated business plan of the Multilateral Fund as contained in document UNEP/OzL.Pro/ExCom/88/20; and
- (b) That the total value of activities submitted to the 88th meeting amounts to US \$77,716,860 (including US \$4,111,058 for HFC-related activities), of which US \$2,835,618 is associated with project proposals not included in the 2021 business plan.

(Decision 88/??)

(b) Tranche submission delays

127. During the IAP-88, the Executive Committee considered document UNEP/OzL.Pro/ExCom/88/21.

128. The Executive Committee decided:

(a) To note:

- (i) The report on tranche submission delays contained in document UNEP/OzL.Pro/ExCom/88/21;
- (ii) The information on tranche submission delays under HCFC phase-out management plans (HPMPs) submitted by the Government of Germany, and UNDP, UNEP, UNIDO and the World Bank;
- (iii) That 42 out of 70 activities (20 out of 41 countries) related to tranches of HPMPs due for submission at the 88th meeting had been submitted on time;
- (iv) That relevant bilateral and implementing agencies had indicated that the late submission of the tranches of HPMPs due for submission at the second meeting of 2021 would have no impact, or was unlikely to have an impact, on compliance with the Montreal Protocol, and that there was no indication that any of the countries concerned were in non-compliance with the Montreal Protocol control measures; and

(b) To request the Secretariat to send letters to the relevant Governments regarding the decisions on tranche submission delays contained in Annex IX to the present report.

(Decision 88/??)

(c) Consolidated business plan of the Multilateral Fund for 2022-2024

129. During the IAP-88, the Executive Committee considered document UNEP/OzL.Pro/ExCom/88/22.

130. Two members considered that the Executive Committee should allow the inclusion of preparation activities for stage III of HPMPs in the 2022-2024 business plan, in line with existing decisions allowing preparation activities for stage III to be submitted no earlier than two years before the end of the respective stage II of the HPMP. This would allow Article 5 countries to have sufficient time and resources to carry out preparation activities for stage III of their HPMPs during the 2022-2024 business cycle in order to meet the 2030 phase-out target for HCFCs.

131. One member did not agree with the Secretariat's recommendation on further adjusting the 2022-2024 business plan after taking into account that the total business plan allocation for 2018-2020 was significantly higher than any replenishment agreed to by the Parties to the Montreal Protocol, but the total business plan allocation for the 2022-2024 period was significantly lower than the level of the last replenishment of the Multilateral Fund.

132. Another member proposed to reinstate the global HFC technical assistance project, twinning of national ozone officers (NOOs) and national energy policymakers to support Kigali Amendment objectives in the business plan of UNEP, as it would assist countries to do the important work of coordinating between the NOOs and the energy policymakers as they implemented their HFC phase-down activities, and that NOOs noted that past twinning workshops, held by the OzonAction and UNEP's United for Efficiency programme, to link NOOs with their energy counterparts, were helpful for interagency coordination when considering best practices and incorporating energy efficiency considerations into their phase-out work.

133. Subsequently, the Executive Committee decided:

- (a) To note the consolidated business plan of the Multilateral Fund for 2022–2024 contained in document UNEP/OzL.Pro/ExCom/88/22;
- (b) To adjust the business plan as proposed by the Secretariat in document UNEP/OzL.Pro/ExCom/88/22;
- (c) To further adjust the business plan:
 - (i) By adding to the 2022 business plan an HFC investment project that had been deferred at the 88th meeting;
 - (ii) By taking into account the values approved in principle for revised and new HPMPs at the 88th meeting;
- (d) To allow the submission of activities related to stage III of HPMPs including project preparation for countries with an approved stage II of HPMP with a reduction target beyond 2024;
- (e) To reinstate the global HFC technical assistance project “Twinning of Ozone Officers and National Energy Policymakers to support Kigali Amendment Objectives”; and
- (f) To endorse the consolidated business plan of the Multilateral Fund for 2022–2024, as adjusted by the Secretariat and the Executive Committee taking into consideration relevant decisions taken at the 88th meeting, while noting that endorsement did not denote approval of the projects identified therein or their funding or tonnage levels.

(Decision 88/??)

(d) Business plans of the bilateral and implementing agencies for 2022-2024

(i) Bilateral agencies

134. During the IAP-88, the Executive Committee considered document UNEP/OzL.Pro/ExCom/88/23.

135. The Executive Committee took note of the business plans of the bilateral agencies for 2022-2024 submitted by the Governments of Germany, Japan and the United Kingdom of Great Britain and Northern Ireland, contained in document UNEP/OzL.Pro/ExCom/88/23.

(ii) UNDP

136. During the IAP-88, the Executive Committee considered document UNEP/OzL.Pro/ExCom/88/24.

137. The Executive Committee decided:

- (a) To note the UNDP business plan for 2022–2024, contained in document UNEP/OzL.Pro/ExCom/88/24; and
- (b) To approve the performance indicators for UNDP as set out in Annex X of to the present report.

(Decision 88/??)

(iii) UNEP

138. During the IAP-88, the Executive Committee considered document UNEP/OzL.Pro/ExCom/88/25.

139. The Executive Committee decided:

- (a) To note the UNEP business plan for 2022–2024, contained in document UNEP/OzL.Pro/ExCom/88/25; and
- (b) To approve the performance indicators for UNEP as set out in Annex XI to the present report.

(Decision 88/??)

(iv) UNIDO

140. During the IAP-88, the Executive Committee considered document UNEP/OzL.Pro/ExCom/88/26.

141. The Executive Committee decided:

- (a) To note the UNIDO business plan for 2022–2024, contained in document UNEP/OzL.Pro/ExCom/88/26; and
- (b) To approve the performance indicators for UNIDO as set out in Annex XII to the present report.

(Decision 88/??)

(v) World Bank

142. During the IAP-88, the Executive Committee considered document UNEP/OzL.Pro/ExCom/88/27.

143. The Executive Committee decided:

- (a) To note the World Bank business plan for 2022–2024, contained in document UNEP/OzL.Pro/ExCom/88/27; and
- (b) To approve the performance indicators for the World Bank as set out in Annex XIII to the present report.

(Decision 88/??)

AGENDA ITEM 9: PROJECT PROPOSALS

(a) Overview of issues identified during project review

144. During the IAP-88, the Executive Committee considered document UNEP/OzL.Pro/ExCom/88/28/Rev.1.

Funding withheld pending submission of verification reports or meeting specific conditions

145. The Executive Committee decided to urge UNEP and the Government of the United Republic of Tanzania to sign the agreement for the implementation of the third tranche of stage I of the HPMP as soon

as possible, in order to implement activities without further delay and allow the transfer of funds associated with the first tranche of stage II of the HPMP.

(Decision 88/??)

Projects and activities recommended for blanket approval

146. During the IAP-88, one member requested further clarification on two projects recommended for blanket approval, without the need to consider them individually.

147. With regard to the eleventh and final tranche of the stage I of the HPMP for North Macedonia, a clarification was sought on the development of a plan for refrigerant waste management. The Secretariat explained that the request was submitted in line with decision 60/38(g)(ii), which allowed for the development of a plan for refrigerant waste management for the country. It was further noted that the Secretariat would not submit any future activity related to ODS disposal for approval until the Executive Committee took a decision on the ongoing discussion of the eligibility of disposal of controlled substances in line with decisions 81/67(d) and 84/87(b), as well as paragraph 24 of decision XXVIII/2.

148. With regard to the third and final tranche of stage I of the HPMP for Somalia, it was noted that sex-disaggregated data should be collected instead of gender-aggregated data during implementation of the gender policy. Subsequently, the Secretariat issued a corrigendum to document UNEP/OzL.Pro/ExCom/88/63.

149. The Executive Committee decided:

- (a) To approve the projects and activities submitted for blanket approval at the levels of funding indicated in Annex XIV 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
- (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 XV to the present report.

(Decision 88/??)

(b) Bilateral cooperation

150. During the IAP-88, the Executive Committee considered document UNEP/OzL.Pro/ExCom/88/29.

151. The Executive Committee took note:

- (a) That the funding for the preparation of the Kigali HFC implementation plan (KIP) for Colombia approved at the 87th meeting amounting to US \$220,000, plus agency support costs for UNDP, should have consisted of US \$150,000, plus agency support cost for UNDP, and US \$70,000, plus agency support costs for the Government of Germany;
- (b) That UNDP would return to the Multilateral Fund at the 88th meeting the approved funds of US \$70,000, plus agency support costs of US \$4,900, from the activity mentioned in sub-paragraph (a) above; and
- (c) That the amount of US \$70,000, plus agency support costs of US \$9,100 would be allocated to the Government of Germany at the 88th meeting for the activity mentioned in sub-paragraph (a) and Table 1 of document UNEP/OzL.Pro/ExCom/88/29.

152. The Executive Committee decided to request the Treasurer to offset the costs of the bilateral projects approved at the 88th meeting as follows:

- (a) US \$362,900 (including agency support costs) and US \$28,933 (including agency support costs) against the balance of the bilateral contribution of the Government of Austria for 2021 and 2022, respectively;
- (b) US \$3,214,121 (including agency support costs) against the balance of the bilateral contribution of the Government of Germany for 2021 and 2022;
- (c) US \$264,840 (including agency support costs) against the balance of the bilateral contribution of the Government of Italy for 2021; and
- (d) US \$271,200 (including agency support costs) against the balance of the bilateral contribution of the Government of Japan for 2021.

(Decision 88/??)

(c) Amendments to work programmes

(i) UNDP work programme amendments for 2021

153. The Executive Committee considered document UNEP/OzL.Pro/ExCom/88/30, which set out 15 activities, comprising seven requests for renewal of institutional strengthening projects; one request for the preparation of stage III of an HPMP; one request for preparation of a verification report on HCFC consumption; and six requests for preparation of KIPs. All the requests had been included in, and approved as part of, the list of projects submitted for blanket approval under agenda item 9(a), Overview of issues identified during project review.

(ii) UNEP work programme amendments for 2021

154. The Executive Committee considered document UNEP/OzL.Pro/ExCom/88/31/Rev.1, which set out 40 activities, comprising 16 requests for renewal of institutional strengthening projects; one request for enabling activities for HFC phase-down; 10 requests for preparation of a verification report on HCFC consumption; and 13 requests for preparation of KIPs. All the requests had been included in, and approved as part of, the list of projects submitted for blanket approval under agenda item 9(a), Overview of issues identified during project review.

(iii) UNIDO work programme amendments for 2021

155. The Executive Committee considered document UNEP/OzL.Pro/ExCom/88/32/Rev.1, which set out 23 activities, comprising two requests for renewal of institutional strengthening projects; four requests for preparation of stage II/III of HPMPs; five requests for preparation of a verification report on HCFC consumption; and 13 requests for preparation of KIPs and associated investment activities. All the requests had been included in, and approved as part of, the list of projects submitted for blanket approval under agenda item 9(a), Overview of issues identified during project review.

(iv) World Bank work programme amendments for 2021

156. The Executive Committee considered document UNEP/OzL.Pro/ExCom/88/33, which set out three activities, comprising one request for renewal of institutional strengthening project; one request for preparation of stage III of a HPMP, including preparation for HCFC phase-out investment activities in commercial refrigeration manufacturing; and one request for preparation of a KIP. All the requests had

been included in, and approved as part of, the list of projects submitted for blanket approval under agenda item 9(a), Overview of issues identified during project review.

(d) UNEP Compliance Assistance Programme budget for 2022

157. During the IAP-88, the Executive Committee considered document UNEP/OzL.Pro/ExCom/88/34.

158. The Executive Committee decided:

- (a) To note the 2022 work plan and budget for UNEP Compliance Assistance Programme (CAP) contained in document UNEP/OzL.Pro/ExCom/88/34;
- (b) To note also, with appreciation, that UNEP, recognizing that Article 5 and non-Article 5 countries continued to face health, financial and social challenges because of the coronavirus disease pandemic, and that CAP activities during 2021 were affected by this ongoing crisis, would return at the 88th meeting, in advance of the completion of the 2021 work plan, on an exceptional basis and without setting a precedent, the uncommitted funding balance of US \$1,744,743, plus agency support costs of US \$139,580;
- (c) To approve the CAP activities and budget for 2022 in the amount of US \$9,988,900, plus agency support costs of 8 per cent amounting to US \$799,112, as contained in Annex XVI to the present report, noting the adjustments proposed therein;
- (d) To further request UNEP, in future submissions of the CAP budget, to continue:
 - (i) Providing detailed information on the activities for which the global funds would be used;
 - (ii) Extending the prioritization of funding between CAP budget lines so as to accommodate changing priorities, and to provide details, pursuant to decisions 47/24 and 50/26, on the reallocations made;
 - (iii) Reporting on the current post levels of staff and informing the Executive Committee of any changes thereto, particularly with respect to any increased budget allocations; and
 - (iv) Providing a budget for the year in question, and a report on the costs incurred in the year prior to the last year, noting sub-paragraphs (ii) and (iii) above.

(Decision 88/??)

(e) 2022 core unit costs for UNDP, UNIDO and the World Bank

159. During the IAP-88, the Executive Committee considered document UNEP/OzL.Pro/ExCom/88/35.

160. Two members noted that this item was related to agenda item 12, Analysis of the administrative cost regime and core unit funding, and that, if the Executive Committee agreed to maintain the existing administrative cost regime under that agenda item, then the Secretariat's recommendation on adjusting the levels for the 2022 core unit budgets based on the outcomes of that discussion would be deleted.

161. Subsequently, the Executive Committee decided:

- (a) To note:
 - (i) The report on the 2022 core unit costs for UNDP, UNIDO and the World Bank as contained in document UNEP/OzL.Pro/ExCom/88/35;
 - (ii) With appreciation, that the core unit operation of UNDP, UNIDO and the World Bank were below their budgeted levels and that UNDP and UNIDO would return unused balances of US \$32,878 and US \$49,404, respectively and the World Bank has returned the unused balances of US \$443,204, to the Multilateral Fund at the 88th meeting;
- (b) To approve the requested 2022 core unit budgets for:
 - (i) UNDP in the amount of US \$2,127,940;
 - (ii) UNIDO in the amount of US \$2,036,154; and
 - (iii) The World Bank in the amount of US \$1,735,000.

(Decision 88/??)

(f) Investment projects

162. One member noted that in some project proposals, funding for activities to operationalize the Multilateral Fund policy on gender mainstreaming had been requested, and he considered that it could be useful to include in the report on the review of the implementation of the operational policy on gender mainstreaming for Multilateral Fund-supported projects an overview of how much funding had been approved for such activities up to the 88th meeting, including information on the countries' strategy for implementing such activities.

163. The Executive Committee noted that the Secretariat would include the requested information abovementioned in the report on the review of the implementation of the operational policy on gender mainstreaming for Multilateral Fund-supported projects to be presented at the 90th meeting, in line with decision 84/92(e).

Stage II of HPMPs

Bahrain: HCFC phase-out management plan (stage II – first tranche) (UNEP and UNIDO)

164. The Executive Committee considered information relating to the HPMP presented in document UNEP/OzL.Pro/ExCom/88/38.

165. One member requested that the Government of Bahrain reconsider establishing intermediary reductions of the maximum allowable levels of consumption of HCFCs between 2021 and 2025 to avoid further increasing HCFC-22 consumption and to ensure sustainable reductions and support the recovery, recycling and reclamation programme to be funded under stage II of the HPMP.

166. UNEP informed that after further consultations, the Government of Bahrain agreed to revise the maximum allowable consumption of HCFCs for 2022 to 2024 to lower levels and to reallocate the fourth funding tranche from 2025 to 2024.

167. Subsequently, the Executive Committee decided:

Stage I of the HCFC phase-out management plan for Bahrain

- (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) for Bahrain;
 - (ii) The request of the Government of Bahrain for cancellation of the fourth tranche of stage I of the HPMP;
 - (iii) That the Fund Secretariat has updated the revised updated Agreement between the Government of Bahrain and the Executive Committee, as contained in Annex XVII to the present report, specifically Appendix 2-A based on the revised funding level due to cancellation of the fourth and final tranche, and paragraph 16 was updated to indicate that the updated revised Agreement superseded that reached at the 84th meeting;
- (b) To request the Government of Bahrain, UNEP and UNIDO to submit a progress report on the implementation of the work programme associated with the third tranche and the project completion report to the 90th meeting; and to return the remaining funding balance from stage I of the HPMP to the 91st meeting;

Stage II of the HCFC phase-out management plan for Bahrain

- (c) To approve, in principle, stage II of the HPMP for Bahrain for the period from 2021 to 2025 to reduce HCFC consumption by 73.5 per cent of the country's baseline in the amount of US \$732,449, consisting of US \$384,000, plus agency support costs of US \$49,920 for UNEP, and US \$278,999, plus agency support costs of US \$19,530 for UNIDO;
- (d) To note the commitment of the Government of Bahrain:
 - (i) To reduce HCFC consumption by 41.3 per cent of the country's baseline by 2022, 42.2 per cent by 2023, 43.2 per cent by 2024 and 73.5 per cent by 2025;
 - (ii) To ban the import and use of HCFC-141b contained in pre-blended polyols, and the import and manufacturing of HCFC-22-based air-conditioning equipment, by 1 January 2025;
- (e) To deduct 40.61 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding;
- (f) To approve the Agreement between the Government of Bahrain 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; and
- (g) To approve the first tranche of stage II of the HPMP for Bahrain, and the corresponding tranche implementation plans, in the amount of US \$500,214, consisting of US \$249,500, plus agency support costs of US \$32,435 for UNEP, and US \$203,999, plus agency support costs of US \$14,280 for UNIDO.

(Decision 88/??)

Cabo Verde: HCFC phase-out management plan (stage II – first tranche) (UNEP)

168. The Executive Committee considered information relating to the HPMP presented in document UNEP/OzL.Pro/ExCom/88/40.

169. The Executive Committee decided:

- (a) To approve, in principle, stage II of the HCFC phase-out management plan (HPMP) for Cabo Verde for the period from 2021 to 2030 for the complete phase-out of HCFC consumption, in the amount of US \$427,500, plus agency support costs of US \$55,575 for UNEP, on the understanding that no more funding from the Multilateral Fund would be provided for the phase-out of HCFCs;
- (b) To note the commitment of the Government of Cabo Verde:
 - (i) To reduce HCFC consumption by 96 per cent of the country's baseline by 2022, 98 per cent by 2025 and to phase out HCFCs completely by 1 January 2030, and to ban HCFC imports after that date, except for those allowed for a servicing tail between 2030 and 2040 where required, consistent with the provisions of the Montreal Protocol;
 - (ii) To ban the import of HCFC-based equipment by 1 January 2025 and to ban flushing with HCFCs by 1 January 2023;
- (c) To deduct 0.16 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding;
- (d) To approve the Agreement between the Government of Cabo Verde 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 report;
- (e) That, to allow for consideration of the final tranche of its HPMP, the Government of Cabo Verde should submit:
 - (i) A detailed description of the regulatory and policy framework in place to implement measures to ensure that HCFC consumption was in compliance with paragraph 8 ter(e)(i) of Article 5 of the Montreal Protocol for the period 2030-2040; and
 - (ii) The expected annual HCFC consumption in Cabo Verde for the period 2030-2040; and
- (f) To approve the first tranche of stage II of the HPMP for Cabo Verde, and the corresponding tranche implementation plan, in the amount of US \$173,000, plus agency support costs of US \$22,490 for UNEP.

(Decision 88/??)

Democratic Republic of the Congo (the): HCFC phase-out management plan (stage II – first tranche) (UNEP/UNDP)

170. The Executive Committee considered information relating to the HPMP presented in document UNEP/OzL.Pro/ExCom/88/45.

171. One member noted that the substantial revisions of the project should have been suggested by the implementing agencies in the original submission.

172. The Executive Committee decided:

- (a) To approve, in principle, stage II of the HCFC phase-out management plan (HPMP) for the Democratic Republic of the Congo for the period from 2021 to 2030 for the complete phase-out of HCFC consumption, in the amount of US \$1,237,750, consisting of US \$600,000, plus agency support costs of US \$76,000 for UNEP and US \$525,000, plus agency support costs of US \$36,750 for UNDP, on the understanding that no more funding from the Multilateral Fund would be provided for the phase-out of HCFCs;
- (b) To note the commitment of the Government of the Democratic Republic of the Congo:
 - (i) To phase out HCFCs completely by 1 January 2030 and to ban the import of HCFCs by 1 January 2030, except for those allowed for a servicing tail between 2030 and 2040, where required, consistent with the provisions of the Montreal Protocol;
 - (ii) To issue a ban on the import of HCFC-based equipment by 1 January 2024;
 - (iii) To establish regulatory measures to control the intended emissions of refrigerant during installation, servicing and decommissioning by 1 January 2024;
- (c) To deduct 11.20 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding;
- (d) To approve the Agreement between the Government of the Democratic Republic of the Congo 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;
- (e) That, to allow for consideration of the final tranche of its HPMP, the Government of the Democratic Republic of the Congo should submit:
 - (i) A detailed description of the regulatory and policy framework in place to implement measures to ensure that HCFC consumption was in compliance with paragraph 8 ter(e)(i) of Article 5 of the Montreal Protocol for the 2030-2040 period;
 - (ii) The expected annual HCFC consumption in the Democratic Republic of the Congo for the 2030-2040 period; and
- (f) To approve the first tranche of stage II of the HPMP for the Democratic Republic of the Congo, and the corresponding tranche implementation plans, in the amount of US \$390,993, consisting of US \$140,000, plus agency support costs of US \$17,733 for UNEP, and US \$218,000, plus agency support costs of US \$15,260 for UNDP, on the understanding that UNDP will include in the progress report associated with the implementation of the first tranche of stage II of the HPMP, the result of the feasibility study for the establishment of the recovery and reclaiming system in the Democratic Republic of the Congo, including the business model, the expected amounts of refrigerant to be recovered, and an indication of the most suitable institution to operate the reclaiming centres.

(Decision 88/??)

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

173. The Executive Committee considered information relating to the HPMP presented in document UNEP/OzL.Pro/ExCom/88/48.

174. The Executive Committee decided:

- (a) To approve, in principle, stage II of the HCFC phase-out management plan (HPMP) for Ethiopia for the period from 2021 to 2030 for the complete phase-out of HCFC consumption, in the amount of US \$653,570, consisting of US \$398,000, plus agency support costs of US \$51,740 for UNEP, and US \$187,000, plus agency support costs of US \$16,830 for UNIDO, on the understanding that no more funding from the Multilateral Fund would be provided for the phase-out of HCFCs;
- (b) To note the commitment of the Government of Ethiopia:
 - (i) To completely phase out HCFCs by 1 January 2030, and to ban the import of HCFCs by 1 January 2030 except for those allowed for a servicing tail between 2030 and 2040, where required, consistent with the provisions of the Montreal Protocol;
 - (ii) To ban the import of HCFC-based equipment by 1 January 2024;
 - (iii) To establish regulatory measures to control intended emissions of HCFCs during installation, servicing and decommissioning by 1 January 2024;
- (c) To deduct 3.58 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding;
- (d) To approve the Agreement between the Government of Ethiopia 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;
- (e) That, to allow for consideration of the final tranche of its HPMP, the Government of Ethiopia should submit:
 - (i) A detailed description of the regulatory and policy framework in place to implement measures to ensure that HCFC consumption was in compliance with paragraph 8 ter(e)(i) of Article 5 of the Montreal Protocol for the 2030-2040 period;
 - (ii) The expected annual HCFC consumption in Ethiopia for the 2030-2040 period; and
- (f) To approve the first tranche of stage II of the HPMP for Ethiopia, and the corresponding tranche implementation plan, in the amount of US \$220,210, consisting of US \$137,000, plus agency support costs of US \$17,810 for UNEP, and US \$60,000, plus agency support costs of US \$5,400 for UNIDO, on the understanding that the Treasurer would transfer the funding to UNEP and UNIDO only upon confirmation by the Secretariat that the equipment had been delivered and the disbursement from UNIDO under stage I of the HPMP specified in decision 85/22(a) had been achieved.

(Decision 88/??)

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

175. The Executive Committee considered information relating to the HPMP presented in document UNEP/OzL.Pro/ExCom/88/49.

176. The Executive Committee decided:

- (a) To approve, on an exceptional basis, the extension of the duration of stage I of the HCFC phase-out management plan (HPMP) for Fiji to 31 December 2022, given delay in implementing phase-out activities owing to the coronavirus disease pandemic, on the understanding that no further extension would be requested;
- (b) To approve, in principle, stage II of the HPMP for Fiji for the period from 2021 to 2030 for the complete phase-out of HCFC consumption, in the amount of US \$639,990, consisting of US \$351,000, plus agency support costs of US \$24,570 for UNDP, and US \$234,000, plus agency support costs of US \$30,420 for UNEP, on the understanding that no more funding from the Multilateral Fund would be provided for the phase-out of HCFCs;
- (c) To note the commitment of the Government of Fiji:
 - (i) To completely phase out HCFCs by 1 January 2030 and that HCFCs would not be imported after that date, except for those allowed for a servicing tail between 2030 and 2040, where required, consistent with the provisions of the Montreal Protocol;
 - (ii) To introduce and enforce a ban on the import of new or second hand HCFC-based refrigeration and air-conditioning equipment by 1 January 2023;
- (d) To deduct 3.72 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding;
- (e) To approve the Agreement between the Government of Fiji 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;
- (f) That, to allow for consideration of the final tranche of its HPMP, the Government of Fiji should submit:
 - (i) A detailed description of the regulatory and policy framework in place to implement measures to ensure that HCFC consumption was in compliance with paragraph 8 ter(e)(i) of Article 5 of the Montreal Protocol for the period 2030-2040;
 - (ii) The expected annual HCFC consumption in Fiji for the period 2030-2040; and
- (g) To approve the first tranche of stage II of the HPMP for Fiji, and the corresponding tranche implementation plans, in the amount of US \$320,191, consisting of US \$176,000, plus agency support costs of US \$12,320 for UNDP, and US \$116,700, plus agency support costs of US \$15,171 for UNEP.

(Decision 88/??)

Georgia: HCFC phase-out management plan (stage II – first tranche) (UNDP)

177. The Executive Committee considered information relating to the HPMP presented in document UNEP/OzL.Pro/ExCom/88/50.

178. The Executive Committee decided:

- (a) To approve, in principle, stage II of the HCFC phase-out management plan (HPMP) for Georgia for the period from 2021 to 2030 for the complete phase-out of HCFC consumption, in the amount of US \$585,000, plus agency support costs of US \$40,950 for UNDP, on the understanding that no more funding from the Multilateral Fund would be provided for the phase-out of HCFCs;
- (b) To note the commitment of the Government of Georgia:
 - (i) To reduce HCFC consumption by 56 per cent of the country's baseline by 2022, 62 per cent by 2023, 67 per cent by 2024, and 72 per cent by 2025 and to phase out HCFCs completely by 1 January 2030;
 - (ii) To ban HCFC imports after 2030, except for those allowed for a servicing tail between 2030 and 2040 where required, consistent with the provisions of the Montreal Protocol; and
 - (iii) To ban the import and restrict the installation of HCFC-based equipment by 1 January 2024;
- (c) To deduct 2.97 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding;
- (d) To approve the Agreement between the Government of Georgia and the Executive Committee for the reduction in consumption of HCFCs, in accordance with stage II of the HPMP, contained in Annex XXIII to the present report;
- (e) That, to allow for consideration of the final tranche of its HPMP, the Government of Georgia should submit:
 - (i) A detailed description of the regulatory and policy framework in place to implement measures to ensure that HCFC consumption was in compliance with paragraph 8 ter(e)(i) of Article 5 of the Montreal Protocol for the 2030-2040 period;
 - (ii) The expected annual HCFC consumption in Georgia for the 2030-2040 period;
- (f) To note that UNDP would submit detailed reports on the results of the incentive schemes for end-users in small and medium commercial refrigeration equipment once they have been completed, to allow the Secretariat to develop fact sheets to inform future projects, in line with decision 84/84(d); and
- (g) To approve the first tranche of stage II of the HPMP for Georgia, and the corresponding tranche implementation plan, in the amount of US \$190,839, plus agency support costs of US \$13,359 for UNDP, on the understanding that if Georgia were to proceed with retrofits and associated servicing to use flammable substances in refrigeration and air-conditioning equipment originally designed for non-flammable substances, the country would do so

assumes all associated responsibilities and risk and only in accordance with the relevant standards and protocols.

(Decision 88/??)

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

179. The Executive Committee considered information relating to the HPMP presented in paragraphs 25 to 57 of document UNEP/OzL.Pro/ExCom/88/52.

180. One member noted that HCFC consumption used in the manufacturing of the extruded polystyrene (XPS) and polyurethane (PU) foam products would be phased out by 30 June 2022, and requested that the Government of Kuwait reconsider establishing intermediary reductions of the maximum allowable levels of consumption of HCFCs between 2021 and 2025 to avoid further increasing of HCFC consumption and to support the reclamation centres to be funded under stage II of the HPMP.

181. UNEP informed that after further consultations with the Government of Kuwait and relevant stakeholders, HCFC reduction targets for 2023 and 2024 were adjusted, taking into account the expected dates for completing the ongoing conversion projects in the XPS and PU foam sectors, and upon thorough analysis of the HCFC demand in the country and possible reductions that could be made.

182. Subsequently, the Executive Committee decided:

- (a) To approve, in principle, stage II of the HCFC phase-out management plan (HPMP) for Kuwait for the period from 2021 to 2025 to reduce HCFC consumption by 67.5 per cent of the country's baseline, in the amount of US \$2,816,612, consisting of US \$1,952,800, plus agency support costs of US \$224,808 for UNEP, and US \$597,200, plus agency support costs of US \$41,804 for UNIDO;
- (b) To note the commitment of the Government of Kuwait:
 - (i) To reduce HCFC consumption by 39.2 per cent of the country baseline by 2021, 41.6 per cent by 2023, 44 per cent by 2024 and 67.5 per cent by 1 January 2025;
 - (ii) To establish a ban on the manufacturing and imports HCFC-22-based equipment by 1 January 2025;
 - (iii) To establish a ban on the imports and use of HCFC-141b contained in pre-blended polyols by 1 January 2025;
- (c) To deduct 95.78 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding;
- (d) To approve the Agreement between the Government of Kuwait and the Executive Committee for the reduction in consumption of HCFCs, in accordance with stage II of the HPMP, contained in Annex XXIV to the present report;
- (e) That, to allow for consideration of the second tranche of the HPMP, UNEP and UNIDO should confirm completion of stage I of the HPMP, submit the project completion reports and return any unused balances to the Fund; and
- (f) To approve the first tranche of stage II of the HPMP for Kuwait, and the corresponding tranche implementation plan, in the amount of US \$1,015,140, consisting of US \$670,840,

plus agency support costs of US \$77,228 for UNEP, and US \$249,600, plus agency support costs of US \$17,472 for UNIDO.

(Decision 88/??)

Morocco: HCFC phase-out management plan (stage II – first tranche) (UNIDO)

183. The Executive Committee considered information relating to the HPMP presented in document UNEP/OzL.Pro/ExCom/88/54.

184. The Executive Committee decided:

- (a) To approve, in principle, stage II of the HCFC phase-out management plan (HPMP) for Morocco for the period from 2021 to 2025 to reduce HCFC consumption by 67.5 per cent of the country's baseline, in the amount of US \$754,032, plus agency support costs of US \$52,782 for UNIDO;
- (b) To deduct 17.98 ODP tonnes of HCFCs that has been phased out after stage I was extended to 2020; and further deducting 8.64 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding associated with stage II;
- (c) To approve the Agreement between the Government of Morocco and the Executive Committee for the reduction in consumption of HCFCs, in accordance with stage II of the HPMP, contained in Annex XXV to the present report;
- (d) To allow submission of the foam umbrella project to completely phase out the HCFC-141b contained in imported pre-blended polyols in Morocco during the implementation of stage II of the HPMP, no later than the first meeting in 2024; and
- (e) To approve the first tranche of stage II of the HPMP for Morocco, and the corresponding tranche implementation plan, in the amount of US \$370,000, plus agency support costs of US \$25,900 for UNIDO.

(Decision 88/??)

North Macedonia: HCFC phase-out management plan (stage II – first tranche) (UNIDO)

185. The Executive Committee considered information relating to the HPMP presented in paragraphs 29 to 52 of document UNEP/OzL.Pro/ExCom/88/57.

186. The Executive Committee decided:

- (a) To approve, in principle, stage II of the HCFC phase-out management plan (HPMP) for North Macedonia for the period from 2021 to 2028 for the complete phase-out of HCFC consumption, in the amount of US \$487,500, plus agency support costs of US \$34,125 for UNIDO, on the understanding that no more funding from the Multilateral Fund would be provided for the phase-out of HCFCs and no servicing tail would be needed;
- (b) To note the commitment of the Government of North Macedonia to reduce HCFC consumption by 50 per cent in 2021, 56 per cent in 2022, 62 per cent in 2023, 68 per cent in 2024, 74 per cent in 2025, 80 per cent in 2026, 86 per cent in 2027, and to phase out completely HCFCs by 1 January 2028 in advance of the Montreal Protocol phase-out schedule, and that HCFCs would not be imported after that date;

- (c) To deduct 1.17 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding;
- (d) To approve the Agreement between the Government of North Macedonia and the Executive Committee for the reduction in consumption of HCFCs, in accordance with stage II of the HPMP, contained in Annex XXVI to the present report; and
- (e) To approve the first tranche of stage II of the HPMP for North Macedonia, and the corresponding tranche implementation plan, in the amount of US \$120,000, plus agency support costs of US \$8,400 for UNIDO.

(Decision 88/??)

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

187. The Executive Committee considered information relating to the HPMP presented in document UNEP/OzL.Pro/ExCom/88/60.

188. One member noted that the large tranche disbursements for 2021 and 2023 would not result in reductions in HCFC consumption until 2025, and requested that the Government of Qatar consider reducing the maximum allowable consumption targets prior to 2025, and substantially decrease the remaining HCFC consumption eligible for funding.

189. UNIDO informed that after further consultations with the Government of Qatar, the HCFC reduction target for 2024 was adjusted, and a new reduction target in 2026 and additional reductions to the remaining HCFC consumption eligible for funding was agreed.

190. Subsequently, the Executive Committee decided:

- (a) To approve, in principle, stage II of the HCFC phase-out management plan (HPMP) for Qatar for the period from 2021 to 2026 to reduce HCFC consumption by 67.5 per cent of the country's baseline, in the amount of US \$789,440, consisting of US \$365,000, plus agency support costs of US \$25,500 for UNIDO, and US \$353,000, plus agency support costs of US \$45,890 for UNEP;
- (b) To note the commitment of the Government of Qatar to reduce HCFC consumption by 54 per cent of the country baseline by 2024 and 67.5 per cent by 1 January 2025;
- (c) To deduct 13.81 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding;
- (d) To deduct an additional 0.41 ODP tonnes of HCFC-22 from the remaining HCFC consumption eligible for funding given the extension of stage I, in line with decision 86/29(b);
- (e) To note the commitment by the Government to implement by 1 January 2023 the following:
 - (i) A ban on disposable refrigerant cylinders;
 - (ii) A mandatory certification scheme for refrigeration and air-conditioning (RAC) technicians;

- (iii) Mandatory good servicing practices of RAC technicians, including record-keeping practices (e.g., HCFC logbooks and HCFC equipment log books for systems above certain charge) and pre-determined schedules for leakage check by certified personnel for systems with charges above a certain limit;
- (iv) An e-licensing system;
- (f) To allow the submission of the second tranche of the HPMP once the commitments identified in sub-paragraph (e) above had been implemented;
- (g) To note the country's commitment to ban the import and use of HCFC-141b contained in pre-blended polyols by 1 January 2024 by converting to low-global warming potential alternatives, and that the country would not be eligible for further funding from the Multilateral Fund to phase out HFCs contained in pre-blended polyols;
- (h) To approve the Agreement between the Government of Qatar and the Executive Committee for the reduction in consumption of HCFCs, in accordance with stage II of the HPMP, contained in Annex XXVII to the present report; and
- (i) To approve the first tranche of stage II of the HPMP for Qatar, and the corresponding tranche implementation plans, in the amount of US \$376,985, consisting of US \$205,000, plus agency support costs of US \$14,350 for UNIDO, and US \$139,500, plus agency support costs of US \$18,135 for UNEP.

(Decision 88/??)

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

191. The Executive Committee considered information relating to the HPMP presented in document UNEP/OzL.Pro/ExCom/88/62.

192. One member sought clarification on whether the certification for technicians was mandatory by law, and, if not, when would the Government plan to do so. UNEP confirmed that the necessary regulations, technical norms and standards would be developed and adopted during stage II of the HPMP in order to put in place a certification scheme by 2024. Once the system was operational and the pilot was implemented, the Government of Senegal would consider during stage III of the HPMP reviewing the regulations in order to make the necessary adjustments and take further steps, including an eventual mandatory certification scheme by law.

193. The Executive Committee decided:

- (a) To approve, in principle, stage II of the HCFC phase-out management plan (HPMP) for Senegal for the period from 2021 to 2025 to reduce HCFC consumption by 81.1 per cent of the country's baseline, in the amount of US \$653,570, consisting of US \$398,000, plus agency support costs of US \$51,740 for UNEP, and US \$187,000, plus agency support costs of US \$16,830 for UNIDO;
- (b) To note the commitment of the Government of Senegal to establish regulatory measures to control the intended emissions of refrigerant during installation, servicing and decommissioning by 1 January 2024;
- (c) To deduct 6.81 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding;

- (d) To approve the Agreement between the Government of Senegal and the Executive Committee for the reduction in consumption of HCFCs in accordance with stage II of the HPMP, contained in Annex XXVIII to the present report; and
- (e) To approve the first tranche of stage II of the HPMP for Senegal, and the corresponding tranche implementation plans, in the amount of US \$281,080, consisting of US \$160,000, plus agency support costs of US \$20,800 for UNEP, and US \$92,000, plus agency support costs of US \$8,280 for UNIDO, on the understanding that UNIDO will include in the progress report associated with the implementation of the first tranche the result of the feasibility study for the establishment of a recovery and reclaiming system in Senegal, including the business model, the expected tonnage of refrigerant to be recovered, and most suitable operator for the reclaiming centre.

(Decision 88/??)

Stage III of HPMPs

Chile: HCFC phase-out management plan (stage III – first tranche) (UNIDO/UNEP)

194. The Executive Committee considered information relating to the HPMP presented in document UNEP/OzL.Pro/ExCom/88/42.

195. The Executive Committee decided:

- (a) To approve, in principle, stage III of the HCFC phase-out management plan (HPMP) for Chile for the period from 2021 to 2030 for the complete phase-out of HCFC consumption, in the amount of US \$1,500,864, consisting of US \$993,500, plus agency support costs of US \$69,545 for UNIDO, and US \$387,450, plus agency support costs of US \$50,369 for UNEP, on the understanding that no more funding from the Multilateral Fund would be provided for the phase-out of HCFCs;
- (b) To note the commitment of the Government of Chile to reduce HCFC consumption by 97.5 per cent of the country's baseline by 2028 and completely phase out HCFCs by 1 January 2030, after which date HCFCs would not be imported, except for those allowed for a servicing tail between 2030 and 2040 where required, consistent with the provisions of the Montreal Protocol;
- (c) To deduct 15.98 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding;
- (d) To approve the Agreement between the Government of Chile and the Executive Committee for the reduction in consumption of HCFCs, in accordance with stage III of the HPMP, contained in Annex XXIX to the present report;
- (e) That, to allow for consideration of the final tranche of its HPMP, the Government of Chile should submit:
 - (i) A detailed description of the regulatory and policy framework in place to implement measures to ensure that HCFC consumption was in compliance with paragraph 8 ter(e)(i) of Article 5 of the Montreal Protocol for the 2030-2040 period;
 - (ii) If Chile were intending to have consumption during the 2030-2040 period, in line with paragraph 8 ter(e)(i) of Article 5 of the Montreal Protocol, the proposed

modifications to the Agreement between the Chile and the Executive Committee covering the period beyond 2030; and

- (f) To approve the first tranche of stage III of the HPMP for Chile, and the corresponding tranche implementation plans, in the amount of US \$447,740, consisting of US \$297,000, plus agency support costs of US \$20,790 for UNIDO, and US \$115,000, plus agency support costs of US \$14,950 for UNEP.

(Decision 88/??)

Colombia: HCFC phase-out management plan (stage III – first tranche) (UNDP/Government of Germany)

196. The Executive Committee considered information relating to the HPMP presented in paragraphs 9 to 58 of document UNEP/OzL.Pro/ExCom/88/44.

197. In response to a request for a clarification on whether installation and maintenance of refrigeration and air-condition equipment was performed by only certified technicians, UNDP indicated that the certification of technicians was voluntary and intended to be a tool to differentiate the skills of the technicians; currently, there were no regulations prohibiting non-certified technicians to service equipment as servicing was not considered as high-risk from an occupational health and safety point of view. UNDP further provided additional information on the results so far achieved with the programme in previous stages of the HPMP, including issuance of 14,000 certifications and recertification, and the inclusion of certification of technicians as a condition in their sustainability standards by associations and service companies.

198. The Executive Committee decided:

- (a) To approve, in principle, stage III of the HCFC phase-out management plan (HPMP) for Colombia for the period from 2021 to 2030, in the amount of US \$2,247,839, consisting of US \$1,683,635, plus agency support costs of US \$117,854 for UNDP, and US \$395,000, plus agency support costs of US \$51,350 for the Government of Germany, on the understanding that no more funding from the Multilateral Fund would be provided for the phase-out of HCFCs;
- (b) To note the commitment of the Government of Colombia:
 - (i) To reduce HCFC consumption by 81 per cent by 1 January 2022, 87 per cent by 1 January 2024, and 94 per cent by 1 January 2028; and
 - (ii) To completely phase out HCFCs by 1 January 2030 and to ban the import of HCFCs by 1 January 2030, except for those allowed for a servicing tail between 2030 and 2040, where required, consistent with the provisions of the Montreal Protocol;
- (c) To deduct 23.59 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding;
- (d) To approve the Agreement between the Government of Colombia and the Executive Committee for the reduction in consumption of HCFCs, in accordance with stage III of the HPMP, contained in Annex XXX to the present report;

- (e) That, to allow for consideration of the final tranche of its HPMP, the Government of Colombia should submit:
- (i) A detailed description of the regulatory and policy framework in place to implement measures to ensure that HCFC consumption was in compliance with paragraph 8 ter(e)(i) of Article 5 of the Montreal Protocol for the 2030-2040 period;
 - (ii) If Colombia were intending to have consumption during the 2030-2040 period, in line with paragraph 8 ter(e)(i) of Article 5 of the Montreal Protocol, the proposed modifications to the Agreement between the Government of Colombia and the Executive Committee covering the period beyond 2030; and
- (f) To approve the first tranche of stage III of the HPMP for Colombia, and the corresponding tranche implementation plans, in the amount of US \$409,000, plus agency support costs of US \$28,630 for UNDP.

(Decision 88/??)

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

199. The Executive Committee considered information relating to the HPMP presented in document UNEP/OzL.Pro/ExCom/88/58.

200. One member considered that to be consistent with previous practice and other stage II of HPMPs for non-low-volume-consuming (LVC) countries, the maximum funding for the HPMP should have been based on the latest reported HCFC consumption and not the level set for the 2021 quota. While there was not a significant difference between these two figures in the present case, the member would not wish to set a precedent for other HPMPs.

201. Another member indicated that the reported consumption of HCFCs in 2020 was slightly below the usual demand due to the effects of the COVID-19 pandemic on the economy and the refrigeration and air-conditioning industry, and that the consumption in 2021 had been set at a level meeting the actual demand in the country.

202. In response to a clarification on actions that would be implemented for the establishment of the certification scheme for technicians and including it into the legislation, UNIDO explained that the mandatory certification scheme was initiated during stage II of the HPMP; it took a long time to coordinate with different stakeholders to make it fully operational; it was in its final stage for approval and expected to be implemented in 2022.

203. The Executive Committee decided:

- (a) To approve, in principle, stage III of the HCFC phase-out management plan (HPMP) for Oman for the period from 2022 to 2030 for the complete phase-out of HCFC consumption, in the amount of US \$1,540,369, consisting of US \$780,472, plus agency support costs of US \$54,633 for UNIDO, and US \$626,364, plus agency support costs of US \$78,900 for UNEP, on the understanding that no more funding from the Multilateral Fund would be provided for the phase-out of HCFCs;
- (b) To note the commitment of the Government of Oman to completely phase out HCFCs by 1 January 2030 except for those allowed for a servicing tail between 2030 and 2040, where required, consistent with the provisions of the Montreal Protocol;

- (c) To deduct 20.46 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 III of the HPMP, contained in Annex XXXI to the present report;
- (e) That, to allow for consideration of the final tranche of its HPMP, the Government of Oman should submit:
 - (i) A detailed description of the regulatory and policy framework in place to implement measures to ensure that HCFC consumption was in compliance with paragraph 8 ter(e)(i) of Article 5 of the Montreal Protocol for the 2030-2040 period;
 - (ii) If Oman were intending to have consumption during the 2030–2040 period, in line with paragraph 8 ter(e)(i) of Article 5 of the Montreal Protocol, the proposed modifications to the Agreement between the Oman and the Executive Committee covering the period beyond 2030;
- (f) To reiterate decision 86/53(a) that the Government of Oman would submit the 2020-2021 verification report as part of the submission for the second tranche of the stage III of the HPMP, on the understanding that if the 2020-2021 verification report indicated that the country was not in compliance with the targets specified in its Agreement with the Executive Committee, the Executive Committee would consider applying the penalty clause against stage III of the HPMP; and
- (g) To approve the first tranche of stage III of the HPMP for Oman, and the corresponding tranche implementation plans, in the amount of US \$570,066, consisting of US \$340,344, plus agency support costs of US \$23,824 for UNIDO, and US \$182,864, plus agency support costs of US \$23,034 for UNEP.

(Decision 88/??)

Republic of Moldova: HCFC phase-out management plan (stage III – first tranche) (UNDP/UNEP)

204. The Executive Committee considered information relating to the HPMP presented in document UNEP/OzL.Pro/ExCom/88/61.

205. The Executive Committee decided:

- (a) To approve, in principle, stage III of the HCFC phase-out management plan (HPMP) for the Republic of Moldova for the period from 2021 to 2030 for the complete phase-out of HCFC consumption, in the amount of US \$530,385, consisting of US \$341,500, plus agency support costs of US \$23,905 for UNDP, and US \$146,000, plus agency support costs of US \$18,980 for UNEP, on the understanding that no more funding from the Multilateral Fund would be provided for the phase-out of HCFCs;
- (b) To note the commitment of the Government of the Republic of Moldova to reduce HCFC consumption by 35 per cent by 2021, 42 per cent by 2022, 50 per cent by 2023, 57 per cent by 2024, and 67.5 per cent by 2025 and phase out HCFCs completely by 1 January 2030, and that HCFCs would not be imported after that date, except for those allowed for a

servicing tail between 2030 and 2040 where required, consistent with the provisions of the Montreal Protocol;

- (c) To deduct 0.65 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding;
- (d) To approve the Agreement between the Government of the Republic of Moldova and the Executive Committee for the reduction in consumption of HCFCs, in accordance with stage III of the HPMP, contained in Annex XXXII to the present report;
- (e) That, to allow for consideration of the final tranche of its HPMP, the Government of the Republic of Moldova should submit:
 - (i) A detailed description of the regulatory and policy framework in place to implement measures to ensure that HCFC consumption was in compliance with paragraph 8 ter(e)(i) of Article 5 of the Montreal Protocol for the period 2030-2040;
 - (ii) The expected annual HCFC consumption in the Republic of Moldova for the period 2030-2040;
- (f) Further to note that UNDP will submit detailed reports on the results of the incentive schemes for end-users in commercial refrigeration equipment once they have been completed, to allow the Secretariat to develop fact sheets to inform future projects, in line with decision 84/84(d); and
- (g) To approve the first tranche of stage III of the HPMP for the Republic of Moldova, and the corresponding tranche implementation plans, in the amount of US \$138,980, consisting of US \$75,500, plus agency support costs of US \$5,285 for UNDP, and US \$51,500, plus agency support costs of US \$6,695 for UNEP.

(Decision 88/??)

Sudan (the): HCFC phase-out management plan (stage III – first tranche) (UNIDO)

206. The Executive Committee considered information relating to the HPMP presented in paragraphs 1 to 43 of document UNEP/OzL.Pro/ExCom/88/64.

207. One member proposed to revise the Secretariat's recommendation in paragraph 44(h) of the document by deleting the words "the possibility" in the letter that UNIDO would submit to the Secretariat indicating that the planned activities could be implemented in the country.

208. Subsequently, the Executive Committee decided:

- (a) To approve the extension of the implementation period for stage II of the HCFC phase-out management plan (HPMP) for the Sudan to 31 December 2022, given the delay in implementing phase-out activities owing to the COVID-19 pandemic, on the understanding that no further extension would be requested;
- (b) To request UNIDO to submit a final progress report on the implementation of the third tranche of stage II of the HPMP and a final report on the end-user demonstration of R-290 air-conditioning units, in accordance with decision 84/84(d), to the first meeting of 2023;

- (c) To approve, in principle, stage III of the HPMP for the Sudan for the period from 2021 to 2030 for the complete phase-out of HCFC consumption, in the amount of US \$271,418, plus agency support costs of US \$18,999 for UNIDO, on the understanding that no more funding would be provided from the Multilateral Fund for the phase-out of HCFCs;
- (d) To note the commitment of the Government of the Sudan to reduce HCFC consumption by 84 per cent of the country's baseline by 2022, 86 per cent by 2023, 88 per cent by 2024, 90 per cent by 2026, 92 per cent by 2027, 94 per cent by 2028, 96 per cent by 2029, and to phase out HCFCs completely by 1 January 2030, and that HCFC would not be imported after that date, except for those allowed for a servicing tail between 2030 and 2040 where required, consistent with the provisions of the Montreal Protocol;
- (e) To deduct 3.11 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding;
- (f) To approve the Agreement between the Government of the Sudan and the Executive Committee for the reduction in consumption of HCFCs, in accordance with stage III of the HPMP, contained in Annex XXXIII to the present report;
- (g) That, to allow for consideration of the final tranche of its HPMP, the Government of the Sudan should submit:
 - (i) A detailed description of the regulatory and policy framework in place to implement measures to ensure that HCFC consumption was in compliance with paragraph 8 ter(e)(i) of Article 5 of the Montreal Protocol for the period 2030-2040; and
 - (ii) If the Sudan intends to have consumption in the period 2030-2040, in line with paragraph 8 ter(e)(i) of Article 5 of the Montreal Protocol, proposed modifications to its Agreement referred to in sub-paragraph (f) above covering the period beyond 2030; and
- (h) To approve the first tranche of stage III of the HPMP for the Sudan, and the corresponding tranche implementation plan, in the amount of US \$129,918, plus agency support costs of US \$9,094 for UNIDO, on the understanding that UNIDO would not disburse any funding approved to the Sudan until UNIDO has submitted a letter to the Secretariat indicating that the planned activities could be implemented in the country.

(Decision 88/??)

Tranche requests of stage I/II of HPMPs

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

209. The Executive Committee considered information relating to the project presented in document UNEP/OzL.Pro/ExCom/88/39.

210. The Executive Committee decided:

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

- (ii) That US \$3,895,000, plus agency support costs of US \$272,650 for UNDP, associated with the funding tranche for 2021, would be divided into two tranches: US \$1,400,000, plus agency support costs of US \$98,000, to be released in 2021, and US \$2,495,000, plus agency support costs of US \$174,650, to be released in 2022;
 - (iii) That UNIDO would return to the 90th meeting US \$202,100 plus agency support costs of US \$14,147 associated with the enterprise Freeart Seral that phased out 0.93 ODP tonnes of HCFC-22 without Multilateral Fund assistance;
 - (iv) That the Fund Secretariat has updated the Agreement between the Government of Brazil and the Executive Committee, as contained in Annex XXXIV to the present report, specifically: Appendix 2-A, based on the redistribution of funding tranches for 2021 and 2022 referred to in sub-paragraph (a)(ii) above, and paragraph 16, modified to indicate that the updated Agreement supersedes that reached at the 86th meeting;
- (b) To request:
- (i) UNDP:
 - a. To continue assisting the Government of Brazil in securing the supply of alternative technologies with low global-warming potential (GWP) to the systems house U Tech, on the understanding that any incremental operational costs related to the conversion of froth system applications would not be paid under stage II until the technology originally selected or another technology with low-GWP had been fully introduced, and to provide, at each meeting until the technology originally selected or another technology with low-GWP had been fully introduced, a report on the status of the conversion, along with an update from the suppliers on the progress made towards ensuring that the selected technologies, including associated components, were available on a commercial basis in the country; and
 - b. To include in the progress report associated with the request of the sixth tranche of stage II of the HPMP, an update on the availability of HFC-365mfc/HFC-227ea and HFOs in the polyurethane (PU) foam sector and an indication of how this issue is affecting the completion of the conversions of enterprises in the PU foam sector; and
 - (ii) UNIDO to report at the 90th meeting on the status of three small and medium-sized enterprises that may have stopped using HCFC-22 without Multilateral Fund assistance, on the understanding that the funds associated with these enterprises would be returned to the Fund unless UNIDO identified additional enterprises that are eligible for funding and have not been assisted under stage I or stage II of the HPMP, and to which those funds could be reallocated; and
- (c) To approve the fifth tranche of stage II of the HPMP for Brazil, and the corresponding 2021 2023 tranche implementation plan, at the amount of US \$3,289,061, consisting of US \$1,400,000, plus agency support costs of US \$98,000 for UNDP, US \$1,500,000, plus agency support costs of US \$166,941 for the Government of Germany and US \$116,000, plus agency support costs of US \$8,120 for UNIDO.

(Decision 88/??)

China: HCFC phase-out management plan room air-conditioning sector plan (stage I) (progress report) (UNIDO)

211. The Executive Committee considered information relating to the project presented in paragraphs 1 to 17 of document UNEP/OzL.Pro/ExCom/88/43.

212. The Executive Committee took note of:

- (a) The progress report on the implementation of the room air-conditioning sector plan of stage I of the HCFC phase-out management plan (HPMP) for China, including the progress on the effect of the incremental operating cost (IOC) incentive scheme on the market uptake of R-290 split air-conditioning units in China, submitted by UNIDO in line with decision 84/68; and
- (b) The agreed revision to the IOC incentive scheme for the room air-conditioning sector plan, as reflected in document UNEP/OzL.Pro/ExCom/88/43.

China: HCFC phase-out management plan (stage II) (overarching) (UNDP/UNEP/UNIDO/World Bank/Austria/Germany/Italy/Japan)

213. The Executive Committee considered information relating to the project presented in paragraphs 18 to 42 of document UNEP/OzL.Pro/ExCom/88/43.

214. The Executive Committee decided to request the Treasurer, with regard to the interest accrued by the Government of China up to 31 December 2020 from funds previously transferred for the implementation of sector plans under stages I and II of the HCFC phase-out management plan (HPMP), as per decisions 69/24 and 77/49(b)(iii):

- (a) To offset future transfers to the World Bank by US \$989, representing interest accrued from funds previously transferred for the implementation of the polyurethane foam sector plan under stage II of the HPMP;
- (b) To offset future transfers to UNDP by US \$72,559, representing interest accrued from funds previously transferred for the implementation of the industrial and commercial refrigeration sector plan under stages I and II of the HPMP;
- (c) To offset future transfers to UNIDO by US \$17,695, representing interest accrued from funds previously transferred for the implementation of the room air-conditioning sector plan under stages I and II of the HPMP;
- (d) To offset future transfers to UNDP by US \$1,133, representing interest accrued from funds previously transferred for the implementation of the solvent sector plan under stage II of the HPMP; and
- (e) To offset future transfers to UNEP by US \$7,107, representing interest accrued from funds previously transferred for the implementation of the refrigeration servicing sector plan and the national enabling programme under stage II of the HPMP.

(Decision 88/??)

China: HCFC phase-out management plan extruded polystyrene (XPS) foam sector plan (stage II – fourth tranche) (UNIDO/Germany)

215. The Executive Committee considered information relating to the project presented in paragraphs 43 to 61 of document UNEP/OzL.Pro/ExCom/88/43.

216. The Executive Committee decided:

- (a) To note the progress report on the implementation of the third tranche of the extruded polystyrene (XPS) foam sector plan of stage II of the HCFC phase-out management plan (HPMP) for China; and
- (b) To approve the fourth tranche of the XPS foam sector plan of stage II of the HPMP for China, and the corresponding 2022 tranche implementation plan, at the amount of US \$5,381,535, consisting of US \$4,400,000, plus agency support costs of US \$308,000 for UNIDO, and US \$600,000, plus agency support cost of US \$73,535 for the Government of Germany.

(Decision 88/??)

China: HCFC phase-out management plan polyurethane foam sector plan (stage II – third tranche) (World Bank)

217. The Executive Committee considered information relating to the project presented in paragraphs 62 to 87 of document UNEP/OzL.Pro/ExCom/88/43.

218. The Executive Committee decided:

- (a) To note the progress report on the implementation of the second tranche of the polyurethane (PU) foam sector plan of stage II of the HCFC phase-out management plan (HPMP) for China; and
- (b) To approve the third tranche of the PU foam sector plan of stage II of the HPMP for China, and the corresponding 2022 tranche implementation plan, in the amount of US \$4,000,000, plus agency support costs of US \$280,000 for the World Bank.

(Decision 88/??)

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

219. The Executive Committee considered information relating to the project presented in paragraphs 88 to 107 of document UNEP/OzL.Pro/ExCom/88/43.

220. In response to a request by one member to include in future reports and tranche requests of the ICR sector plan, more detailed information with respect to the sales of ICR equipment from the converted lines for each type of refrigerant noting the barriers to deployment indicated in the document, UNDP informed that the Government of China confirmed that the requested information would continue to be provided in the future tranche progress reports, which was noted.

221. The Executive Committee decided:

- (a) To note the progress report on the implementation of the third tranche of the industrial and commercial refrigeration and air-conditioning (ICR) sector plan of stage II of the HCFC phase-out management plan (HPMP) for China;
- (b) To approve the fourth tranche of the ICR sector plan of stage II of the HPMP for China, and the corresponding 2021-2023 tranche implementation plan, in the amount of US \$9,000,000, plus agency support costs of US \$630,000 for UNDP; and
- (c) To request the Government of China and UNDP to submit a report on disbursement of incremental operating cost in stage I of the ICR sector plan to the 90th meeting.

(Decision 88/??)

China: HCFC phase-out management plan room air-conditioning manufacturing and heat pump water heaters (RAC) sector plan (stage II – third tranche) (UNIDO/Austria/Italy)

222. The Executive Committee considered information relating to the project presented in paragraphs 108 to 133 of document UNEP/OzL.Pro/ExCom/88/43.

223. One member expressed a concern on the limited number of split units manufactured in converted lines in the RAC sector as it related to the overall success of the RAC sector, and requested that UNIDO continue informing the Executive Committee on the level of such manufacturing in coming years. The member further noted the low level of disbursement in prior tranches that barely exceeds the 20 per cent threshold, and reiterated that careful consideration should be given to disbursement levels and funding needs before any further tranches were requested.

224. The Executive Committee decided:

- (a) To note the progress report on the implementation of the second tranche of the room air-conditioning manufacturing and heat pump water heaters sector plan (RAC sector plan) of stage II of the HCFC phase-out management plan (HPMP) for China; and
- (b) To approve the third tranche of the RAC sector plan of stage II of the HPMP for China, and the corresponding 2021-2023 tranche implementation plan, at the amount of US \$4,832,333, consisting of US \$4,150,000, plus agency support costs of US \$290,500 for UNIDO and US \$350,000, plus agency support costs of US \$41,833 for the Government of Austria.

(Decision 88/??)

China: HCFC phase-out management plan refrigeration servicing sector and enabling programme (stage II – fourth tranche) (UNEP/Germany/Japan)

225. The Executive Committee considered information relating to the project presented in paragraphs 157 to 176 of document UNEP/OzL.Pro/ExCom/88/43.

226. In response to a request for clarification by one member, the Secretariat explained how the numbering of tranches in a multiyear agreement was designated.

227. The Executive Committee decided:

- (a) To note the progress report on the implementation of the third tranche of the servicing sector plan and the enabling programme of stage II of the HCFC phase-out management plan (HPMP) for China; and
- (b) To approve the fourth tranche of the servicing sector plan and the enabling programme of stage II of the HPMP for China, and the corresponding 2022 tranche implementation plan, in the amount of US \$2,229,613, consisting of US \$1,160,000, plus agency support costs of US \$127,291 for UNEP, US \$600,000, plus agency support costs of US \$71,122 for the Government of Germany and US \$240,000, plus agency support costs of US \$31,200 for the Government of Japan.

(Decision 88/??)

China: HCFC phase-out management plan solvent sector plan (stage II – fourth tranche) (UNDP)

228. The Executive Committee considered information relating to the project presented in paragraphs 134 to 156 of document UNEP/OzL.Pro/ExCom/88/43.

229. In response to a request for clarification by one member, the Secretariat confirmed that the funding from the enterprise that withdrew from the project was redistributed among the 23 enterprises that had been funded under the sector plan.

230. The Executive Committee decided:

- (a) To note the progress report on the implementation of the third tranche of stage II of the solvent sector plan of stage II of the HCFC phase-out management plan (HPMP) for China; and
- (b) To approve the fourth tranche of the solvent sector plan of stage II of the HPMP for China, and the corresponding 2022-2023 tranche implementation plan, in the amount of US \$2,500,000, plus agency support costs of US \$175,000 for UNDP.

(Decision 88/??)

Egypt: HCFC phase-out management plan (stage II – third tranche) (UNIDO/UNDP/UNEP/Government of Germany)

231. The Executive Committee considered information relating to the project presented in document UNEP/OzL.Pro/ExCom/88/47.

232. The Executive Committee decided:

- (a) To note:
 - (i) The progress report on the implementation of the second tranche of stage II of the HCFC phase-out management plan (HPMP) for Egypt;
 - (ii) That UNIDO would present as part of the submission of the fourth tranche in 2023:
 - a. The results of the risk assessment and market acceptance studies for the residential air-conditioning manufacturing sector, a comprehensive regulatory framework to ensure the uptake of the agreed

low-global-warming-potential (GWP) technology, and, if considered feasible by the Government, a more rapid timeline for the transition of the residential air-conditioning manufacturing enterprises to exclusively manufacture low-GWP equipment for the local market than that indicated in Table 3 of document UNEP/OzL.Pro/ExCom/88/47;

- b. Proposed policy measures to ensure the sustainability of the conversion to low-GWP alternatives in the commercial air-conditioning manufacturing sector;
 - c. An update on the status of the ban on imports of R-406A, used to service CFC-12-based equipment; and
- (b) To approve the third tranche of stage II of the HPMP for Egypt, and the corresponding 2021-2024 tranche implementation plan, at the amount of US \$6,155,537, consisting of US \$4,664,196, plus agency support costs of US \$326,494 for UNIDO; US \$816,620, plus agency support costs of US \$57,163 for UNDP; and US \$260,000, plus agency support costs of US \$31,064 for UNEP.

(Decision 88/??)

Kuwait: HCFC phase-out management plan (stage I – fourth tranche) (UNEP/UNIDO)

233. The Executive Committee considered information relating to the project presented in paragraphs 1 to 23 of document UNEP/OzL.Pro/ExCom/88/52.

234. 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) for Kuwait;
 - (ii) The commitment of the Government of Kuwait to ban the import and use of HCFC-142b in the extruded polystyrene (XPS) foam sector by 1 January 2023, after the completion of HCFC phase-out in XPS foam applications;
- (b) To approve:
 - (i) On an exceptional basis, and on the understanding that no further extensions would be approved, the extension of stage I of the HPMP to 30 June 2022, owing to the constraints imposed by the coronavirus disease pandemic, which delayed the completion of the activities in the manufacturing and servicing sectors;
 - (ii) The fourth and final tranche of stage I of the HPMP for Kuwait, and the corresponding 2022 tranche implementation plan, in the amount of US \$1,464,703, consisting of US \$429,000, plus agency support costs of US \$51,303 for UNEP, and US \$920,000, plus agency support costs of US \$64,400 for UNIDO; and
- (c) To request the Government of Kuwait, UNEP and UNIDO to submit the project completion report to the first meeting of the Executive Committee in 2023.

(Decision 88/??)

Pakistan: HCFC phase-out management plan (stage II – third tranche) (UNIDO/UNEP)

235. The Executive Committee considered information relating to the project presented in document UNEP/OzL.Pro/ExCom/88/59.

236. Two members expressed a concern on the sustainability of the PU foam conversions in light of the newly reported consumption of HCFC-141b contained in imported pre-blended polyol and proposed to note the commitment by the Government of Pakistan to address the issue through monitoring of and reporting on such use, ensuring that the foam manufacturing enterprises converted with the assistance of the Multilateral Fund were no longer using HCFC-141b either pure or contained in pre-blended polyols.

237. With respect to the project for the conversion of the manufacturing line at Dawlance, two members noted that 99 per cent of HCFC use in the enterprise had been converted to R-410A, and therefore, considered that the project should not be funded and be cancelled, and agreed to defer consideration of the related funding request to the 90th meeting. One of the two members also expressed strong disappointment about UNIDO not informing the Executive Committee immediately when the enterprise decided to start conversion to R-410A in 2016 and that it continued to make disbursements for the project without the required authorization of the Committee; the member did not consider the position expressed by UNIDO sufficient reason to not abide by Executive Committee policies, and requested UNIDO to take these policies into account in its reporting to the Committee in future.

238. Subsequently, the Executive Committee decided:

- (a) To note the progress report on the implementation of the second tranche of stage II of the HCFC phase out management plan (HPMP) for Pakistan;
- (b) Further to note the deferral of consideration of the UNIDO component of the third tranche of stage II relating to the project to convert the manufacturing of domestic air-conditioners from HCFC-22 to R-290 at Dawlance, to the 90th meeting;
- (c) To request UNIDO to submit a detailed report on the progress in the implementation of the project mentioned in sub-paragraph (b) above, to the 90th meeting;
- (d) To extend, on an exceptional basis, the date of completion of stage II of the HPMP for Pakistan to 31 December 2023, given delays in completing ongoing activities due to the COVID-19 pandemic, on the understanding that no further extension of project implementation would be requested;
- (e) To note the commitment by the Government of Pakistan to monitor and report the use of HCFC-141b contained in pre-blended polyols in its country programme implementation report, and to establish monitoring mechanisms to ensure that the converted foam manufacturing enterprises are no longer using HCFC-141b either pure or contained in pre-blended polyols;
- (f) Further to note that the Fund Secretariat has updated the Agreement between the Government of Pakistan and the Executive Committee, as contained in Annex XXXV to the present report, specifically: Appendix 2-A, based on decision 84/78(c)(iii) to include the investment project for the extruded polystyrene foam enterprise in the HPMP, the reallocation of the UNIDO component of the third tranche to 2022 as the fourth tranche, and the extension of stage II of the HPMP to 31 December 2023; and paragraph 16, to indicate that the revised updated Agreement superseded that reached at the 83rd meeting; and

- (g) To approve the third tranche of stage II of the HPMP and the corresponding 2021-2022 tranche implementation plan for UNEP at the amount of US \$103,000, plus agency support costs of US \$13,378.

(Decision 88/??)

HFC investment projects (decision 78/3(g))

Sudan (the): Demonstration project on incremental costs for conversion from HFC-410A to R-290 in domestic air-conditioning at the J.M. Group/Mina Factory (UNIDO)

239. The Executive Committee considered information relating to the investment project presented in paragraphs 45 to 68 of document UNEP/OzL.Pro/ExCom/88/64.

240. Several members requested additional information on the project. Upon a clarification from UNIDO confirming that the Government of Sudan intended to put measures in place to ensure the successful implementation of the project with respect to facilitating the sale of R-290-based products in the country, one member suggested that the commitments be noted in the recommendation. Two members proposed to revise the Secretariat's recommendation in paragraph 69(b)(vi) of the document by deleting the words "the possibility" in the letter that UNIDO would submit to the Secretariat indicating that the planned activities could be implemented in the country.

241. One member sought additional information about the regulatory measures to support the production and sale of R-290 air-conditioning products in the country. Another member noted the relatively high cost-effectiveness level and referred to the lessons learned from a similar project in Egypt (UNEP/OzL.Pro/ExCom/88/47), and proposed additional measures be committed by the Government of the Sudan; he also requested subsequent reporting on the status of implementation of those measures and the annual sales of R-290-units manufactured at the converted enterprise, and that disbursement of any funding require the provision of a timeline for the establishment of the additional regulatory measures.

242. In responding after consultation with the Government of Sudan, UNIDO explained that the Government of Sudan had committed to adopt potential regulatory measures that could support the implementation of the Kigali Amendment, ratification of which was expected at the end of 2021, including the introduction of bans on the import of second-hand HCFC-22-based equipment, import quotas for new HCFC-22-based equipment and applying differentiated import tax on air-conditioning equipment based on the refrigerants used. UNIDO would also provide the information requested as part of tranche implementation reports of stage III of the HPMP for the Sudan. UNIDO further indicated that the enterprise Mina submitted a letter indicating its commitment to completely phase out consumption of R-410A upon completion of the conversion of the manufacturing line to R-290 technology.

243. One member noted that the deadline for submission of the project proposal was the 87th meeting, and considered that the project required an in-person discussion and, therefore, would not support approval of the project through the IAP process. With regard to the submission deadline, the Secretariat noted that funding for the preparation of the project proposal was approved at the 86th meeting, on an exceptional basis, and that the full project proposal could be submitted to the 88th meeting, given that the proposal could not be submitted by the submission deadline established in decision 84/53 (decision 86/58).

244. Subsequent to the issuance of document UNEP/OzL.Pro/ExCom/88/IAP/2, one member noted that the comments made by the members were adequately clarified and the Secretariat's recommendation was revised, and suggested that the project be approved at the 88th meeting unless there was an objection from a member. Another member noted that in principle, the project proposal was good and would result in early action for limiting the use of R-410A in the Sudan, and proposed that the project be discussed at a future meeting (irrespective of format, that is, on line or in-person), and requested that an updated report be

provided on the progress on the planned efforts by the Government to support the market uptake of R-290 in the air-conditioning sector, and the status of the ratification of the Kigali Amendment.

245. Subsequently, the Executive Committee decided to defer consideration of the project proposal for the conversion of a domestic air-conditioning facility from R-410A-based units to R-290-based units at J.M. Group/Mina Factory in the Sudan to an in-person meeting.

(Decision 88/??)

AGENDA ITEM 12: ANALYSIS OF THE ADMINISTRATIVE COST REGIME AND CORE UNIT FUNDING (DECISION 86/92(C))

246. During the IAP-88, the Executive Committee considered document UNEP/OzL.Pro/ExCom/68.

247. The Executive Committee decided:

- (a) To note the information contained in document UNEP/OzL.Pro/ExCom/88/68 on analysis of the administrative cost regime and core unit funding (decision 84/61(c));
- (b) To allow bilateral and implementing agencies to continue using the existing administrative cost regime for projects to be submitted in 2022 and 2023; and
- (c) To request the Secretariat to present, at the last meeting of 2023, the analysis of the administrative cost regime and core unit funding, taking into consideration relevant decisions by the Executive Committee, including those up to meeting prior to the last meeting of 2023, on the basis of which the Committee would decide whether the administrative cost regime of the Multilateral Fund for the triennium 2021–2023 should be maintained for the triennium 2024–2026.

(Decision 88/??)

AGENDA ITEM 14: MATTERS RELATED TO THE KIGALI AMENDMENT TO THE MONTREAL PROTOCOL

(b) Potential strategies, policy measures and commitments, as well as projects and activities that could be integrated within stage I of HFC phase-down plans for Article 5 countries to ensure limits on growth and sustainable reductions in HFC consumption (decision 87/49)

248. At the formal online 88th meeting, the representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/88/71, recalling that it was essentially the same as document UNEP/OzL.Pro/ExCom/87/45, which had been presented at the 87th meeting. Given, however, that the guidelines for the preparation of KIPs had been approved at that meeting and that they already covered some of the elements discussed in the document, the Secretariat had added to the recommendation section several observations for further consideration by the Executive Committee.

249. The Executive Committee agreed to establish a contact group to discuss the matter further.

250. Subsequently reporting back to plenary, the convener of the contact group said that the group had met virtually on 23 and 25 November 2021. The group had had general discussions on several of the elements contained in the document, but it had been unable to enter into more substantive discussions on some of the other ideas. Some members had felt that additional time was needed to gain a better understanding of those ideas and had preferred not to address the recommendations or adopt a decision at the present meeting. Concerns had been raised about the concept of limiting growth in HFC consumption, as some members had considered that it would constitute an obligation beyond the terms of

decision XXVIII/2 or would remove the flexibility that that decision offered to Article 5 countries; several members had also considered it important first to take a decision on the HFC cost guidelines. Other members, however, had been in favour of adopting a decision indicating that the document could be used as a reference by Article 5 countries and bilateral and implementing agencies when designing strategies to phase down HFCs and when preparing KIPs. They had proposed this on the understanding that the ideas and suggestions therein were not prescriptive or binding, but rather were to be taken into consideration, as relevant, depending on the national circumstances of each country and bearing in mind that the fundamental purpose of such projects was HFC phase-down and sustained compliance. One member had proposed draft decision text accordingly. Although there had been no consensus in the group with regard to the adoption of a decision on the proposal, there had been interest in continuing discussions on the idea and on document UNEP/OzL.Pro/ExCom/88/71 at the following meeting.

251. The Executive Committee decided to continue, at the 89th meeting, its discussions on document UNEP/OzL.Pro/ExCom/88/71 on potential strategies, policy measures and commitments, as well as projects and activities that could be integrated within stage I of HFC phase-down plans, for Article 5 countries to ensure limits on growth and sustainable reductions in HFC consumption and on the draft decision text proposed by one member that sought to encourage bilateral and implementing agencies and Article 5 countries, in accordance with their national circumstances, to take into account, when appropriate, the ideas and suggestions contained within that document when designing strategies to phase down HFC and developing Kigali HFC implementation plans.

(Decision 88/??)

(c) Analysis of the level and modalities of funding for HFC phase-down in the refrigeration servicing sector (decisions 83/65(b) and 84/86(b)(ii))

252. At the formal online 88th meeting, the representative of the Secretariat introduced document UNEP/OzL.Pro/ExCom/88/72, which consisted of three sections: an overview of all the funding modalities used and funding levels agreed by the Executive Committee, thus far, in relation to the refrigeration servicing sector; discussion of the possibility of an integrated approach in relation to HCFC phase-out and HFC phase-down activities in the servicing sector during the period 2021 to 2030; and analysis of three possible modalities, with associated levels of funding, for HFC phase-down in the servicing sector, based on the approaches that had been used in the past, but adapted to the unique circumstances of reducing consumption of HCFC and HFC in the same sector, at the same time, until 2030. In his presentation, the representative of the Secretariat noted that the third modality in the document was the most practical and easy to apply. Different levels of funding were proposed for LVC and non-LVC countries, taking into account the existing infrastructure for HCFC phase-out, additional activities not covered under the HPMPs and the need to increase funding for LVC countries.

253. In the ensuing discussion, one member, also speaking on behalf of other LVC countries in his region, said that those countries considered the proposed funding levels in the document to be rather low. Another member recalled the provisions of paragraph 10 of decision XXVIII/2 and bemoaned the lack of finalization to date of the cost guidelines. Recalling that funding for the preparation of KIPs for a first batch of 35 countries had been approved at the 87th meeting and that more requests had been submitted to the 88th meeting, he said that several of those countries could soon be ready to submit project proposals to the Committee; the finalization of the guidelines and agreement regarding the starting point for aggregate reductions in HFC consumption should thus be a priority. Given that the servicing sector was important for both LVC and non-LVC countries, there should be a clear framework agreed for both groups, and that should be done before the funding modalities were discussed.

254. The Executive Committee agreed to establish a contact group to discuss the matter further.

255. Subsequently, reporting back to plenary, the convener of the contact group said that the group had met virtually on 24 and 25 November 2021. During the deliberations, members of the group had requested from the Secretariat clarification of several of the elements described in the document. The group had had a useful exchange of views and members had expressed their concerns. Among the issues discussed had been the opportunities for integrating activities to phase out HCFC and phase down HFCs in the refrigeration servicing sector. While this approach had been supported by several members, several members from Article 5 countries had noted that it would take some time to understand HFC phase-down and thus it would be difficult at present to synchronize activities in the sector. They had also considered it premature to discuss modalities and levels of funding for the refrigeration servicing sector in the absence of HFC cost guidelines. Several members had expressed general views on the levels of funding to be provided to LVC and non-LVC countries as proposed in document UNEP/OzL.Pro/ExCom/88/72, but the group had been unable to enter into more substantive discussions on that matter. In view of the questions raised by members and the answers provided by the Secretariat, the group had considered whether to request the Secretariat to make some adjustments to document UNEP/OzL.Pro/ExCom/88/72 for consideration at a future meeting or whether to pursue its deliberations on the matter on the basis of the document as it had been submitted to the 88th meeting. The group had concluded that discussions at the 89th meeting should continue on the basis of document UNEP/OzL.Pro/ExCom/88/72.

256. The Executive Committee decided to pursue, at the 89th meeting, its discussion of the analysis of the level and modalities of funding for HFC phase-down in the refrigeration servicing sector on the basis of document UNEP/OzL.Pro/ExCom/88/72.

(Decision 88/??)

(g) Key aspects related to HFC-23 by-product control technologies (decisions 86/95 and 86/96, and 87/52)

Key aspects related to HFC-23 by-product control technologies: Argentina (decision 87/52)

257. During the IAP-88, the Executive Committee considered document 88/77.

258. One member suggested to include in the draft Agreement between the Government Argentina and the Executive Committee, reference to the Code of Good Housekeeping Procedures as set out in Annex III to document UNEP/OzL.Pro.15/9, Report of the Fifteenth Meeting of the Parties to the Montreal Protocol on Substances that Deplete the Ozone Layer, as the Code provides useful guidance for local management in respect of appropriate handling, transportation, monitoring and measurement in destruction facilities, which are relevant in the context of agreements for the control of emissions of HFC-23 by-product. The member also suggested to make reference to pertinent elements of paragraph 1(d) of Article 3 of the Montreal Protocol, such as the HFC-23 amounts emitted from equipment leaks, process vents and destruction devices that need to be specified for each facility that generates Annex C, Group I, or Annex F substances.

259. The Secretariat clarified that the draft Agreement of the project in Argentina, was prepared in line with decision 87/52(d) using the Agreement between the Government of Mexico and the Executive Committee for the destruction of emissions of HFC-23 generated in the production of HCFC-22 at Quimobásicos, as a starting point and in light of the guidance provided by the Committee at the 87th meeting, and thus did not include those suggested elements. The Secretariat further proposed that those elements be addressed at the 89th meeting when the Executive Committee would consider the policy document on HFC-23. Subsequently, the member recalled that decision XXX/6 on destruction technologies includes the link to Code of Good Housekeeping Procedures, and was of the view that the reference to the Code and the pertinent elements of paragraph 1(d) of Article 3 of the Protocol should be considered in the context of policy documents on monitoring, verification and reporting as well as in future agreements for the control of HFC-23 by-product emissions.

260. Another member proposed revised text concerning the use of the onsite cryogenic tank to store HFC-23 in paragraph 12 of the draft Agreement to better reflect the intent to allow for flexibility if the tank reached capacity and the refurbishment of the incinerator had not yet been completed. The member also encouraged the Government of Argentina to avoid any unnecessary over-production of HCFC-22 ahead of the start date of the Agreement and/or to take measures to reduce emissions of HFC-23 by-product during that time.

261. With regard to the revision to paragraph 12 of the Agreement as proposed, the Secretariat clarified with the member that the Government of Argentina would only be allowed to emit HFC-23 by-product between 1 January and 30 April 2022 and only if the maximum capacity of the onsite cryogenic tank was filled before 30 April 2022; the Secretariat considered it unlikely that the HCFC-22 production at FIASA would be sufficient to fill the maximum capacity of the cryogenic tank by 30 April 2022 and, as such, the Government would not be afforded the same flexibility as that granted to the Government of Mexico in decision 87/53. Accordingly, the Secretariat suggested changes to the proposed revisions to better reflect in the draft Agreement the intent of paragraph 8 of document UNEP/OzL.Pro/ExCom/88/77, as well as minor editorial suggestions. Those changes were agreed by the member.

262. Subsequent to the issuance of document UNEP/OzL.Pro/ExCom/88/IAP/2, another member suggested additional changes to the revised language in paragraph 12(b) of the draft Agreement to provide further clarity. However, those changes were not included as they were submitted subsequently to the issuance of document UNEP/OzL.Pro/ExCom/88/IAP/2.

263. Subsequently, the Executive Committee decided:

- (a) To note the key aspects related to HFC-23 by-product control technologies: Argentina (decision 87/52) contained in document UNEP/OzL.Pro/ExCom/88/77;
- (b) To approve the 2021-2022 annual implementation plan for the control of emissions of HFC-23 generated in the production of HCFC-22 at Frio Industrias Argentina (FIASA) contained in document UNEP/OzL.Pro/ExCom/88/77; and
- (c) Further to approve the Agreement between the Government of Argentina and the Executive Committee for the control of emissions of HFC-23 generated in the production of HCFC-22 at FIASA contained in Annex XXXVI to the present report.

(Decision 88/??)

AGENDA ITEM 15: REPORT ON THE PROGRESS MADE ON THE RECRUITMENT PROCESS FOR THE POSITION OF CHIEF OFFICER OF THE SECRETARIAT OF THE MULTILATERAL FUND (DECISION 87/54(D))

264. At the formal online 88th meeting, introducing the item, the Chair recalled that, at its 87th meeting, the Executive Committee had been informed that the job opening for the position of Chief Officer of the Secretariat of the Multilateral Fund would close on 3 August 2021 and had approved the establishment of a selection panel that was to work intersessionally and report back to the Committee at its 88th meeting. He went on to deliver the report in question in his capacity as co-chair of the selection panel.

265. The vacancy announcement, which had been issued on 20 June 2021, had been broadly disseminated. People from unrepresented and underrepresented States Members of the United Nations and women had been encouraged to apply and given particular attention throughout the selection process, although all applicants had been given due consideration, in line with United Nations recruitment policies. Pursuant to relevant Executive Committee decisions, the representatives of the Committee on the selection panel had played a key role at all stages of the selection process. Although the Chair was unable to provide

further details on the process or its status owing to the strict confidentiality requirements for selection processes in the United Nations Secretariat, he said that he expected the process soon to reach a successful conclusion.

266. Members highlighted the important role of the Executive Committee in the recruitment of each Chief Officer and underscored the unique nature of that position within the United Nations system. It was suggested that the Chair might convey to UNEP the Committee's appreciation of how UNEP had facilitated its involvement in the recruitment of the fourth Chief Officer and its wish that the process would progress as quickly as possible towards its conclusion.

267. The Executive Committee decided:

- (a) To note that the selection panel established in decision 87/54(b) had reported, through the Chair of the Executive Committee, on the progress made in selecting the fourth Chief Officer of the Secretariat of the Multilateral Fund for the Implementation of the Montreal Protocol, in line with decision 87/54(d); and
- (b) To request the Chair of the Executive Committee to monitor progress in the selection of the fourth Chief Officer and to report to the Committee thereon at its 89th meeting.

(Decision 88/??)

268. After the formal online 88th meeting, on 6 December 2021, the Chair of the Executive Committee received a letter from the Executive Director of UNEP, Ms. Inger Andersen, announcing that the UN Secretary General had endorsed the selection of Ms. Tina Birmpili to the post of the Chief Officer of the Multilateral Fund. On 8 December 2021, the Chair forwarded the letter to Executive Committee members, and indicated that most of them had already known Ms. Birmpili when she was serving as the Executive Secretary of the Ozone Secretariat for seven years and that Ms. Birmpili would bring to the position as the Chief Officer, her familiarity with the Montreal Protocol and her many skills, which would allow for continuing the successful implementation of the Multilateral Fund. On behalf of the Executive Committee, the Chair congratulated Ms. Birmpili on her appointment and assured her of the full support of all Executive Committee members in the performance of her duties at the Fund Secretariat.

269. Subsequent to the update provided by the Chair, it was noted that the request for an update on the status of the selection of the fourth Chief Officer by decision 88/??(b) was no longer required.

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

270. At the formal online 88th meeting, the facilitator of the Sub-group on the Production Sector introduced the report of the Sub-group as contained in document UNEP/OzL.Pro/ExCom/88/78. She said that the Sub-group had met, virtually, once during the week prior to the present meeting. The Sub-group had considered three items and deferred a fourth item to the 89th meeting, on the assumption that it would be held in person.

271. The Sub-group had spent most of its time discussing the 2019 and 2020 verification reports for the HCFC production sector in China. The verifications had been conducted virtually in 2021 and the World Bank intended to submit, on the basis of in-person visits to the production facilities in 2022, an addendum to those verification reports. Nevertheless, there had been substantial information for the Sub-group to consider. Several members had proposed adding to the recommendations a paragraph on additional work on HFC-23 emissions, but the Sub-group had been unable to reach consensus on the matter. The views expressed during the discussion on the proposal were reflected in the report of the Sub-group, in paragraphs 14 to 20, and the agreed recommendation followed. There had also been a brief discussion on the HCFC production sector guidelines. As members' positions had appeared not to have changed, it had

been agreed that the issue would be kept on the agenda and further discussion on the guidelines would be deferred to a subsequent meeting. Discussions on the start of work on HFC production sector guidelines, an issue that had been raised under the agenda item “other matters”, had been deferred until official reporting by Parties with HFC production was available.

272. One member said that, while he was satisfied with the report of the Sub-group as presented, HFC-23 by-product emissions from HCFC and HFC production plants was a key issue that would need to be tackled by the Executive Committee in 2022.

273. The Executive Committee took note of the report of the Sub-group on the Production Sector contained in document UNEP/OzL.Pro/ExCom/88/78.

China HCFC production sector: 2019 and 2020 verification reports for the HCFC production sector

274. The Executive Committee decided:

- (a) To note:
 - (i) The 2019 and 2020 verification reports for the HCFC production sector in China considered by the Sub-group on the Production Sector;
 - (ii) That the verifications referred to in sub-paragraph (a)(i) above had been undertaken virtually in the light of the coronavirus disease pandemic and that the World Bank had not yet been able to undertake the verification required by decision 86/99(e);
 - (iii) The information contained in document UNEP/OzL.Pro/ExCom/88/SGP/2 relevant to the updated 2018 verification report requested in decisions 84/93(b) and 86/98(b);
- (b) To request the World Bank to submit to the Executive Committee at its last meeting of 2022:
 - (i) An addendum to the 2019 and 2020 verification reports for the HCFC production sector in China;
 - (ii) The one-off verifications required by decision 86/99(e);
 - (iii) An update related to the enterprise Suqian Kaier, including on the integrated nature, closure and dismantling of the HCFC-22 production line, as part of the verification of the 2021 HCFC production sector in China;
- (c) To request the World Bank to verify, on a one-off basis, that the newly established HCFC-142b production line at the enterprise Zhejiang Juhua Co. Ltd was vertically integrated with the downstream facility and that all the HCFC-142b produced in the new line would be for feedstock use, and to submit a report thereon to the Executive Committee at the last meeting of 2022; and
- (d) To request the Government of China, through the World Bank, to submit to the Executive Committee, at its last meeting of 2022, a report on the outcome of the assessment by the Government of an HCFC producer that might have exceeded its assigned 2020 quota for

production of ODS for domestic use, including any measures that might have taken under the administrative regulations in light of the findings of the assessment.

(Decision 88/??)

Draft guidelines and the standard format used for the verification of ODS production phase-out (decisions 83/70(b), 87/57(d) and 87/58)

275. The Executive Committee decided to defer to the 89th meeting consideration of the draft guidelines and the standard format used for the verification of ODS production phase-out.

(Decision 88/??)

Draft HCFC production sector guidelines (decision 87/59)

276. The Executive Committee decided to defer to a future meeting consideration of the draft HCFC production sector guidelines.

(Decision 88/??)

AGENDA ITEM 17: OTHER MATTERS

Dates and venue of the 90th meeting

277. At the formal online 88th meeting, one member raised the issue of whether the 90th meeting, which, pursuant to decision 87/60, was scheduled to be held from 20 to 24 June 2022 in Montreal, could in fact be held back to back with the forty-fourth meeting of the Open-ended Working Group to minimize the logistical challenges faced by members in attending the two meetings. He proposed that the Fund Secretariat consult with the Ozone Secretariat on that possibility.

278. The representative of the Secretariat informed the Committee that the Ozone Secretariat had reserved the period from 4 to 15 July 2022 for the forty-fourth meeting of the Open-ended Working Group, but the venue had yet to be determined. Several members were in favour of a back-to-back arrangement, but expressed concern that, with the addition of the Committee meeting, a three-week meeting period would be too cumbersome. In response, the Executive Secretary of the Ozone Secretariat explained that the Ozone Secretariat had reserved the period of 11 to 15 July 2022 for the forty-fourth meeting, but, given the number of issues that Parties had to address, the meeting might need to be extended by a few days into the period prior to 11 July 2022. The exact amount of time required would be known once the agenda had been finalized. The tentative venue for the forty-fourth meeting was Bangkok, although the Ozone Secretariat was exploring other venues, such as Montreal.

279. The Executive Committee decided to request the Fund Secretariat to liaise with the Ozone Secretariat about the possibility of holding the 90th meeting, currently planned for 20 to 24 June 2022, back to back with the forty-fourth meeting of the Open-ended Working Group and to report back to the Committee at the 89th meeting on the potential options and any related cost implications.

(Decision 88/??)

Retirement of Mr. Eduardo Ganem, third Chief Officer of the Multilateral Fund Secretariat

280. At the formal online 88th meeting, the Chair recalled that Mr. Eduardo Ganem would be retiring as Chief Officer after 30 years of untiring commitment, dedicated services and outstanding contribution to the protection of the ozone layer and now the climate. Noting that he had first met Mr. Ganem in 2005, he expressed appreciation for the advice and guidance provided by Mr. Ganem over the years, as well as his

professionalism, humility, sense of responsibility and transparency and more recently his tireless efforts to further the work of the Executive Committee under the extraordinarily difficult circumstances of the COVID-19 pandemic.

281. The representative of Switzerland then presented a written tribute, presented in the form of a draft decision in a conference room paper on the transition into retirement of a highly efficient Chief Officer with considerable heart-warming potential. Among other things, it noted with deep appreciation and gratitude Mr. Ganem's long-standing service and dedication to the Multilateral Fund and the Executive Committee; wished him the best in his transition into retirement; and encouraged him to enjoy retirement to the fullest.

282. Members representing Armenia, Australia, Bahrain, Belgium, China, Czechia, Japan, Paraguay, Suriname, the United Kingdom of Great Britain and Northern Ireland, the United States of America and Zimbabwe took the floor to echo the sentiments expressed by the representative of Switzerland and add their personal thoughts. They were followed by representatives of UNDP, UNEP, UNIDO and the World Bank as implementing agencies, a representative of Germany as a bilateral agency and a representative of the Secretariat on behalf of the Secretariat staff.

283. The representative of Armenia thanked Mr. Ganem for his support to her country and the co-opted members of her delegation and notably for the valuable guidance that he had devoted the time to provide several years earlier during a meeting in Montreal.

284. Representatives of Australia recognized Mr. Ganem's outstanding leadership of the Secretariat, along with the excellent work he had done prior to becoming Chief Officer. As a foundational member of Secretariat with significant knowledge and decades of experience for Executive Committee members and Secretariat staff to draw on, Mr. Ganem had been instrumental in defining the Committee's work, operation and purpose. His combination of unwavering dedication, strong organizational vision and extensive expertise had been fundamental in ensuring that Article 5 countries succeeded in achieving compliance and assuring donor countries that their contributions were being used effectively. On a more personal level, his attentiveness, responsiveness, kindness, courtesy and fairmindedness had been deeply appreciated and would be missed.

285. Representatives of Bahrain thanked Mr. Ganem in particular for his kind and accommodating approach in seeking solutions to the challenges faced by Article 5 countries, including high-ambient-temperature countries, and underscored his integrity, humility and extraordinary leadership.

286. The representative of Belgium described Mr. Ganem as the cornerstone of the Multilateral Fund and one of the cornerstones of the ozone family and thanked him for his dedication to making the world more sustainable, noting in particular his ready availability to answer questions and his kindness, fairness and grasp of all financial and technical issues associated with the Multilateral Fund.

287. Representatives of China expressed their gratitude to Mr. Ganem for his contribution to the success of the Multilateral Fund. They highlighted his familiarity with Executive Committee policies, guidelines and decisions and his constructive and reliable assistance to all Committee members, as well as his professionalism, integrity and commitment to facilitating the efforts of Article 5 countries in phasing out controlled substances and meeting their compliance targets.

288. The representative of Czechia, speaking as a new member of the Executive Committee, expressed appreciation for Mr. Ganem's professionalism and the support that he and his team had always provided in a timely and efficient manner, most notably during the challenging period of the pandemic.

289. The representative of Japan recognized Mr. Ganem's important contribution to the work of the Multilateral Fund. He thanked him particularly for his kind assistance to the Japanese delegation and the

care he had always taken in responding to their communications, and on a more personal note underscored Mr. Ganem's openness, generosity and reliability.

290. Representatives of Paraguay thanked Mr. Ganem for his assistance to the countries in their region. They highlighted his dedication and knowledge, along with the momentum he had given the Secretariat through his blend of professionalism, humility, kindness, precision, swiftness in replying to telephone calls and emails, readiness to exchange ideas and provide assistance and facilitation of Secretariat participation in regional meetings.

291. Representatives of Suriname paid tribute to Mr. Ganem, mentioning in particular the fervour, vigour and enthusiasm that he brought to his work, the voice he gave to LVC and very-LVC countries, his humanity and warmth, his attentiveness and strong listening skills, his comforting approach and his excellent advice.

292. Representatives of the United Kingdom recognized Mr. Ganem's leadership and personal engagement with all members of the Executive Committee and beyond them with the many stakeholders in the Montreal Protocol and the Multilateral Fund. They underscored his elegance, warmth, patience, depth of knowledge and ability to answer any question.

293. The representative of the United States thanked Mr. Ganem for his role in ensuring that the Multilateral Fund achieved its objective of making the Montreal Protocol work, noting that the Fund was an important institution for many countries. In his view, the achievements of the Executive Committee were largely attributable to Mr. Ganem's ability to listen to and engage with delegations and to find ways to compromise while showing respect for the views expressed and seeking a balance among the varying interests and personalities within the Committee. His excellent leadership of the talented Secretariat staff had also been instrumental in the Committee's success. The work the Committee had been able to achieve during the very difficult period of the pandemic was a particular testament to Mr. Ganem's tenacity and creativity. He encouraged Mr. Ganem to remain engaged with the Multilateral Fund in some capacity so that the Executive Committee could continue to benefit from his experience.

294. The representative of Zimbabwe thanked Mr. Ganem for the guidance provided to Article 5 countries, particularly African countries, which he said had enabled them to phase out HCFCs and other substances. Mr. Ganem had also helped lay a solid foundation for HFC phase-down, but, as the road ahead remained uncertain, he was encouraged to continue to follow the discussions, even in retirement.

295. The representative of UNEP, also speaking on behalf of all OzonAction Compliance Assistance Programme teams, thanked Mr. Ganem for his professionalism, wisdom and kindness and characterized him as a model leader in the United Nations system and an exceptional human being. He said that Mr. Ganem had always been supportive of all Article 5 countries and supportive, inclusive and fair with the implementing agencies and that under his leadership, the inter-agency coordination meeting had become a strong platform for promoting cooperation and frank dialogue between agencies and the Secretariat. The representative of UNDP expressed appreciation for Mr. Ganem's many years of hard work and dedication to Multilateral Fund, characterized him as an excellent professional and a leader with strong personal skills and a good ally of the implementing agencies, and echoed earlier comments regarding the inter-agency coordination meetings. The representative of UNIDO provided illustrations of Mr. Ganem's laudable efforts to provide guidance and resolve issues while also sharing his views, and the representative of the World Bank expressed her appreciation to Mr. Ganem for his technical leadership and supportive guidance. The representative of Germany, speaking as a bilateral agency, noted that agencies such as his were often overlooked or regarded with scepticism; that had, however, never been the case with Mr. Ganem, who despite his heavy workload had always found time for personal communications and made himself available to provide advice and find solutions.

296. Ms. Rossana Silva Repetto, Deputy Chief Officer, speaking on behalf of the Secretariat, recalled that Mr. Ganem had joined the Secretariat at its inception in 1991, long before becoming the third Chief Officer in October 2013. He had thus played a significant role in developing the structure and operations of the Multilateral Fund and had seen the evolution of policies and processes developed by the Executive Committee to operationalize the Parties' numerous and complex decisions. As Chief Officer, he had embraced the challenges and sacrifices that the position demanded, driven by an extraordinary sense of responsibility. His leadership had been characterized by hard work, integrity and an uncompromising commitment to fairness, quality and excellence. His devotion to the institution and its ideals, his compassion for others and his unwavering commitment to the success of the Montreal Protocol were apparent to all who worked with him. He enabled and inspired his staff, who viewed him as not just a leader but a role model, mentor and friend. The staff of the Secretariat was united in thanking him for his leadership, wisdom, meticulous mind, humility, generosity and, most of all, his kindness, and would continue to consider him an inspiration to always deliver at the highest level and to nurture a culture of excellence.

297. The Chief Officer responded to the many testimonials of appreciation, saying that he had tried to keep the promise that he had made when starting as Chief Officer to assist everyone in their work. He expressed his gratitude to those present and, through them, to every person who had attended similar meetings and since retired and to those working in their organizations, agencies and institutions; he also paid special tribute to every person who had been connected to the common mission and who was now resting in peace. Over the many years that had passed since his first Executive Committee meeting, through the discussion of policy matters, data discrepancies, delays and funding levels, he had established a bond with the Executive Committee community that he considered unbreakable and for which he was grateful. It was often said that the Montreal Protocol was the most successful multilateral environmental agreement in the history of humanity; in his view, that success was associated with outstanding way in which the Executive Committee had managed the Multilateral Fund. Over the years he had repeatedly witnessed the strong commitment of every member to addressing any issue no matter how complex or how serious the implications and to do so with diplomacy, respect, collegiality and with the aim of reaching consensus. That approach had worked for more than 30 years and became stronger with each meeting; in his view the Committee had the capacity to address any environmental issue that came before it. He thanked the members for their unlimited advice and guidance and for the deference that they had granted him. He also thanked the interpreters with whom he had worked, past and present, and similarly the report writing team, colleagues from the Ozone Secretariat and all colleagues from the panels and task forces of the Protocol, colleagues under the Treasurer of the Multilateral Fund and the ozone teams of the implementing agencies. He closed his remarks by expressing his deep appreciation to his colleagues of the Secretariat, thanking them for their guidance, advice, commitment, loyalty and friendship, while saving his highest tribute for his family, expressing his gratitude to them, in particular his wife, for their unwavering support.

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

TABLE 2 : 1991 - 2021 SUMMARY STATUS OF CONTRIBUTIONS AND OTHER INCOME (US\$)

BALANCE AVAILABLE FOR NEW ALLOCATIONS

As at 10/11/2021

Description	1991-1993	1994-1996	1997-1999	2000-2002	2003-2005	2006-2008	2009-2011	2012-2014	2015-2017	2018-2020	2021-2023	1991-2023
Pledged contributions	235,029,241	424,841,347	472,567,009	440,000,001	474,000,001	368,028,480	399,640,706	396,815,725	436,198,530	497,448,199	114,398,448	4,258,967,688
Cash payments/received	206,611,034	381,594,829	418,889,289	406,691,769	421,323,976	339,225,803	376,678,075	377,571,807	414,663,549	476,883,399	113,266,105	3,933,399,635
Bilateral assistance	4,366,255	11,870,240	20,913,758	22,591,302	44,246,306	19,671,519	14,151,636	11,412,900	14,168,565	14,362,635	1,132,343	178,887,460
Promissory notes	0	-	-	-	0	(0)	0	(0)	0	0	0	0
Total payments	210,977,289	393,465,069	439,803,048	429,283,071	465,570,282	358,897,322	390,829,712	388,984,707	428,832,114	491,246,034	114,398,448	4,112,287,095
Disputed contributions	0	8,098,267	0	0	0	32,471,642	405,792	3,477,910	1,301,470	3,349,841	80,762	49,185,684
Outstanding pledges	24,051,952	31,376,278	32,763,961	10,716,930	8,429,719	9,131,159	8,810,995	7,831,018	7,366,416	6,202,165	0	146,680,593
Payments %age to pledges	89.77%	92.61%	93.07%	97.56%	98.22%	97.52%	97.80%	98.03%	98.31%	98.75%	100.00%	96.56%
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	8,836,637	21,661,539	898,297	243,949,913
												8,745,165
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	1,782,834	854,973		21,841,581
TOTAL INCOME	217,743,036	423,288,168	485,712,161	484,354,955	486,330,908	405,812,320	404,921,996	401,404,170	439,451,585	513,762,545	115,296,745	4,386,823,754
Accumulated figures	1991-1993	1994-1996	1997-1999	2000-2002	2003-2005	2006-2008	2009-2011	2012-2014	2015-2017	2018-2020	2021-2023	1991-2023
Total pledges	235,029,241	424,841,347	472,567,009	440,000,001	474,000,001	368,028,480	399,640,706	396,815,725	436,198,530	497,448,199	114,398,448	4,258,967,688
Total payments	210,977,289	393,465,069	439,803,048	429,283,071	465,570,282	358,897,322	390,829,712	388,984,707	428,832,114	491,246,034	114,398,448	4,112,287,095
Payments %age to pledges	89.77%	92.61%	93.07%	97.56%	98.22%	97.52%	97.80%	98.03%	98.31%	98.75%	100.00%	96.56%
Total income	217,743,036	423,288,168	485,712,161	484,354,955	486,330,908	405,812,320	404,921,996	401,404,170	439,451,585	513,762,545	115,296,745	4,386,823,754
Total outstanding contributions	24,051,952	31,376,278	32,763,961	10,716,930	8,429,719	9,131,159	8,810,995	7,831,018	7,366,416	6,202,165		146,680,593
As % to total pledges	10.23%	7.39%	6.93%	2.44%	1.78%	2.48%	2.20%	1.97%	1.69%	1.25%		3.44%
Outstanding contributions for certain Countries with Economies in Transition (CEITs)	24,051,952	31,376,278	32,763,961	9,811,798	7,511,984	5,940,206	6,211,155	5,000,737	3,120,371	3,717,668		129,506,111
CEITs' outstandings %age to pled	10.23%	7.39%	6.93%	2.23%	1.58%	1.61%	1.55%	1.26%	0.72%	0.75%		3.04%

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 : 1991-2021 Summary Status of Contributions (US\$)

As at 10/11/2021

Party	Agreed Contributions	Cash Payments	Bilateral Assistance	Promissory Notes	Outstanding Contributions	Exchange (Gain)/Loss. NB:Negative amount = Gain
Andorra	164,488	164,488	0	0	0	0
Australia*	99,921,002	97,888,831	2,032,171	0	0	3,744,079
Austria	44,445,051	44,313,261	131,790	0	0	292,517
Azerbaijan	1,666,395	311,683	0	0	1,354,712	0
Belarus	3,834,988	685,682	0	0	3,149,306	0
Belgium	57,567,900	57,567,900	0	0	-0	2,307,848
Bulgaria	2,182,143	2,182,143	0	0	0	0
Canada*	155,851,704	145,049,521	10,802,182	0	0	-396,250
Croatia	1,941,988	1,941,988	0	0	-0	158,056
Cyprus	1,522,077	1,522,077	0	0	0	55,419
Czech Republic	15,652,475	15,375,542	276,933	0	0	726,085
Denmark	36,630,061	36,469,008	161,053	0	0	61,023
Estonia	1,161,531	1,161,531	0	0	0	55,232
Finland	29,864,254	29,465,096	399,158	0	0	-67,132
France	329,668,323	313,686,044	16,663,342	0	-681,063	-5,055,719
Germany	446,977,202	370,138,134	77,203,142	-0	-364,074	7,029,524
Greece	26,432,727	17,839,913	0	0	8,592,814	-1,340,447
Holy See	18,666	18,666	0	0	0	0
Hungary	9,624,231	9,577,737	46,494	0	0	-76,259
Iceland	1,659,567	1,659,567	0	0	0	51,218
Ireland	17,967,630	17,967,630	0	0	0	927,058
Israel	19,179,221	3,824,671	70,453	0	15,284,097	0
Italy	259,781,140	240,976,409	18,804,731	0	0	7,500,611
Japan	758,636,640	739,349,051	19,287,592	0	-3	0
Kazakhstan	2,306,516	2,306,516	0	0	-0	0
Kuwait	286,549	286,549	0	0	0	0
Latvia	1,478,643	1,478,643	0	0	0	-2,483
Liechtenstein	427,333	427,333	0	0	0	0
Lithuania	2,255,700	1,762,731	0	0	492,968	0
Luxembourg	4,101,985	4,101,985	0	0	0	15,647
Malta	485,539	332,205	0	0	153,334	15,485
Monaco	351,239	351,239	0	0	0	-572
Netherlands	91,465,785	91,465,784	0	0	0	-0
New Zealand	13,734,400	13,734,399	0	0	0	511,866
Norway	39,658,215	39,658,215	0	0	0	2,020,927
Panama	16,915	16,915	0	0	0	0
Poland	28,245,045	28,132,045	113,000	0	0	1,129,253
Portugal	22,451,172	22,403,430	47,743	0	-1	198,973
Romania	4,104,470	4,104,460	0	0	10	0
Russian Federation	151,376,735	42,911,441	666,676	0	107,798,618	6,576,265
San Marino	67,731	67,731	0	0	0	3,429
Singapore	531,221	459,245	71,976	0	0	0
Slovak Republic	5,838,437	5,821,914	16,523	0	-0	207,776
Slovenia	3,172,277	3,172,277	0	0	0	0
South Africa	3,793,691	3,763,691	30,000	0	0	0
Spain	143,611,658	137,168,906	6,442,752	0	0	2,921,016
Sweden	58,631,224	57,056,896	1,574,328	0	-0	846,359
Switzerland	66,114,168	64,200,938	1,913,230	0	1	-1,847,293
Tajikistan	164,899	49,086	0	0	115,813	0
Turkmenistan**	293,245	5,764	0	0	287,481	0
Ukraine	11,040,359	1,303,750	0	0	9,736,609	0
United Arab Emirates	559,639	559,639	0	0	0	0
United Kingdom	300,184,381	299,619,381	565,000	0	-0	1,577,170
United States of America	978,802,538	957,235,348	21,567,191	0	-1	0
Uzbekistan	1,064,574	304,606	0	0	759,968	0
SUB-TOTAL	4,258,967,688	3,933,399,635	178,887,460	-0	146,680,593	30,146,683
Disputed Contributions***	49,185,684	0	0	0	49,185,684	0
TOTAL	4,308,153,372	3,933,399,635	178,887,460	0	195,866,277	

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

(**) 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.

(***) 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 2021-2023 (US\$)

As at 10/11/2021

Party	Agreed Contributions	Cash Payments	Bilateral Assistance	Promissory Notes	Outstanding Contributions
Andorra					0
Australia	5,927,905	5,927,905			0
Austria					0
Azerbaijan					0
Belarus					0
Belgium	2,386,851	2,386,851			0
Bulgaria	113,333	113,333			0
Canada					0
Croatia	264,833	264,833			0
Cyprus	119,549	119,549			0
Czech Republic	867,000	867,000			0
Denmark					0
Estonia	156,541	156,541			0
Finland	1,237,478	1,237,478			0
France	12,613,808	12,613,808			0
Germany	1,102,511		1,102,511		0
Greece					0
Holy See					0
Hungary					0
Iceland					0
Ireland	950,000	950,000			0
Israel					0
Italy	10,409,613	10,409,613			0
Japan	29,832		29,832		0
Kazakhstan					0
Latvia	141,813	141,813			0
Liechtenstein					0
Lithuania	198,237	198,237			0
Luxembourg	180,668	180,668			0
Malta					0
Monaco					0
Netherlands	3,734,833	3,734,833			0
New Zealand	667,819	667,819			0
Norway	2,086,873	2,086,873			0
Poland	2,119,500	2,119,500			0
Portugal	1,085,648	1,085,648			0
Romania					0
Russian Federation					0
San Marino					0
Slovak Republic	451,034	451,034			0
Slovenia					0
Spain	6,660,209	6,660,209			0
Sweden	2,499,427	2,499,427			0
Switzerland	4,241,436	4,241,436			0
Tajikistan					0
Ukraine					0
United Kingdom	11,247,500	11,247,500			0
United States of America	42,846,198	42,846,198			0
Uzbekistan	58,000	58,000			0
TOTAL	114,398,448	113,266,105	1,132,343	0	0
Disputed Contributions(*)	80,762	0	0	0	80,762
TOTAL	114,479,210	113,266,105	1,132,343	0	80,762

(*) Additional amount on disputed contributions relating to the United States of America.

CEITs	3,963,645	3,963,645	0	0	0
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TRUST FUND FOR THE MULTILATERAL FUND FOR THE IMPLEMENTATION OF THE MONTREAL PROTOCOL

TABLE 5 : Status of Contributions for 2021 (US\$)

As at 10/11/2021

Party	Agreed Contributions	Cash Payments	Bilateral Assistance	Promissory Notes	Outstanding Contributions
Andorra					0
Australia	5,927,905	5,927,905			0
Austria					0
Azerbaijan					0
Belarus					0
Belgium	2,386,851	2,386,851			0
Bulgaria	113,333	113,333			0
Canada					0
Croatia	264,833	264,833			0
Cyprus	119,549	119,549			0
Czech Republic	867,000	867,000			0
Denmark					0
Estonia	156,541	156,541			0
Finland	1,237,478	1,237,478			0
France	12,613,808	12,613,808			0
Germany	1,102,511		1,102,511		0
Greece					0
Holy See					0
Hungary					0
Iceland					0
Ireland	950,000	950,000			0
Israel					0
Italy	10,409,613	10,409,613			0
Japan	29,832		29,832		0
Kazakhstan					0
Latvia	141,813	141,813			0
Liechtenstein					0
Lithuania	198,237	198,237			0
Luxembourg	180,668	180,668			0
Malta					0
Monaco					0
Netherlands	3,734,833	3,734,833			0
New Zealand	667,819	667,819			0
Norway	2,086,873	2,086,873			0
Poland	2,119,500	2,119,500			0
Portugal	1,085,648	1,085,648			0
Romania					0
Russian Federation					0
San Marino					0
Slovak Republic	451,034	451,034			0
Slovenia					0
Spain	6,660,209	6,660,209			0
Sweden	2,499,427	2,499,427			0
Switzerland	4,241,436	4,241,436			0
Tajikistan					0
Ukraine					0
United Kingdom	11,247,500	11,247,500			0
United States of America	42,846,198	42,846,198			0
Uzbekistan	58,000	58,000			0
TOTAL	114,398,448	113,266,105	1,132,343	0	0
Disputed Contributions(*)	80,762				80,762
TOTAL	114,479,210	113,266,105	1,132,343	0	80,762

(*) Additional amount on disputed contributions relating to the United States of America.

CEITs	3,963,645	3,963,645	0	0	0
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TRUST FUND FOR THE MULTILATERAL FUND FOR THE IMPLEMENTATION OF THE MONTREAL PROTOCOL

TABLE 6 : Status of Contributions for 2018-2020 (US\$)

As at 10/11/2021

Party	Agreed Contributions	Cash Payments	Bilateral Assistance	Promissory Notes	Outstanding Contributions
Andorra	45,501	45,501	0	0	0
Australia	17,669,001	17,247,737	421,264	0	0
Austria	5,443,500	5,443,500	0	0	0
Azerbaijan	453,501	0	0	0	453,501
Belarus	423,501	359,334	0	0	64,167
Belgium	6,690,999	6,690,999	0	0	0
Bulgaria	339,999	339,999	0	0	0
Canada	22,083,999	21,029,237	1,054,762	0	-0
Croatia	748,500	748,500	0	0	0
Cyprus	324,999	324,999	0	0	0
Czech Republic	2,601,000	2,601,000	0	0	0
Denmark	4,415,499	4,415,499	0	0	0
Estonia	287,499	287,499	0	0	0
Finland	3,447,501	3,447,501	0	0	0
France	36,736,500	36,596,945	820,618	0	-681,063
Germany	48,303,999	38,948,149	9,660,801	0	-304,951
Greece	3,561,000	1,187,000	0	0	2,374,000
Holy See	7,500	7,500	0	0	0
Hungary	1,217,001	1,217,001	0	0	0
Iceland	174,000	174,000	0	0	0
Ireland	2,532,999	2,532,999	0	0	0
Israel	3,251,001	0	0	0	3,251,001
Italy	28,336,500	27,399,738	936,762	0	0
Japan	71,890,118	71,614,421	275,697	0	0
Kazakhstan	1,443,999	1,443,999	0	0	0
Latvia	378,000	378,000	0	0	0
Liechtenstein	53,001	53,001	0	0	0
Lithuania	544,500	544,500	0	0	0
Luxembourg	483,999	483,999	0	0	0
Malta	120,999	0	0	0	120,999
Monaco	75,501	75,501	0	0	0
Netherlands	11,204,499	11,204,499	0	0	0
New Zealand	2,025,999	2,025,999	0	0	0
Norway	6,419,001	6,419,001	0	0	0
Poland	6,358,500	6,358,500	0	0	0
Portugal	2,963,499	2,963,499	0	0	0
Romania	1,391,001	1,390,991	0	0	10
Russian Federation	23,346,999	23,346,999	0	0	0
San Marino	22,500	22,500	0	0	0
Slovak Republic	1,209,501	1,209,501	0	0	0
Slovenia	635,001	635,001	0	0	0
Spain	18,470,499	17,277,768	1,192,731	0	0
Sweden	7,227,999	7,227,999	0	0	0
Switzerland	8,619,000	8,619,000	0	0	0
Tajikistan	30,000	0	0	0	30,000
Ukraine	778,500	0	0	0	778,500
United Kingdom	33,742,500	33,742,500	0	0	0
United States of America	108,743,585	108,743,585	0	0	0
Uzbekistan	174,000	58,000	0	0	116,000
TOTAL	497,448,199	476,883,399	14,362,635	0	6,202,165
Disputed Contributions(*)	3,349,841	0	0	0	3,349,841
TOTAL	500,798,040	476,883,399	14,362,635	0	9,552,006

(*) Additional amount on disputed contribution relating to Japan (US \$1,295,383) and the United States of America (US \$1,256,416)

CEITs	39,843,501	36,125,833	0	0	3,717,668
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TRUST FUND FOR THE MULTILATERAL FUND FOR THE IMPLEMENTATION OF THE MONTREAL PROTOCOL

TABLE 7 : Status of Contributions for 2020 (US\$)

As at 10/11/2021

Party	Agreed Contributions	Cash Payments	Bilateral Assistance	Promissory Notes	Outstanding Contributions
Andorra	15,167	15,167			0
Australia	5,889,667	5,468,403	421,264		0
Austria	1,814,500	1,814,500			0
Azerbaijan	151,167				151,167
Belarus	141,167	141,167			0
Belgium	2,230,333	2,230,333			0
Bulgaria	113,333	113,333			0
Canada	7,361,333	6,936,571	424,762		0
Croatia	249,500	249,500			0
Cyprus	108,333	108,333			0
Czech Republic	867,000	867,000			0
Denmark	1,471,833	1,471,833			0
Estonia	95,833	95,833			0
Finland	1,149,167	1,149,167			0
France	12,245,500	12,218,945	707,618		-681,063
Germany	16,101,333	12,913,708	3,187,625		-0
Greece	1,187,000	1,187,000			0
Holy See	2,500	2,500			0
Hungary	405,667	405,667			0
Iceland	58,000	58,000			0
Ireland	844,333	844,333			0
Israel	1,083,667				1,083,667
Italy	9,445,500	9,445,500			0
Japan	24,395,167	24,395,167			0
Kazakhstan	481,333	481,333			0
Latvia	126,000	126,000			0
Liechtenstein	17,667	17,667			0
Lithuania	181,500	181,500			0
Luxembourg	161,333	161,333			0
Malta	40,333				40,333
Monaco	25,167	25,167			0
Netherlands	3,734,833	3,734,833			0
New Zealand	675,333	675,333			0
Norway	2,139,667	2,139,667			0
Poland	2,119,500	2,119,500			0
Portugal	987,833	987,833			0
Romania	463,667	463,667			0
Russian Federation	7,782,333	7,782,333			0
San Marino	7,500	7,500			0
Slovak Republic	403,167	403,167			0
Slovenia	211,667	211,667			0
Spain	6,156,833	6,156,833			0
Sweden	2,409,333	2,409,333			0
Switzerland	2,873,000	2,873,000			0
Tajikistan	10,000				10,000
Ukraine	259,500				259,500
United Kingdom	11,247,500	11,247,500			0
United States of America	36,653,423	36,653,423			0
Uzbekistan	58,000				58,000
TOTAL	166,653,422	160,990,549	4,741,269	0	921,604
Disputed Contributions(*)	811,286				811,286
TOTAL	167,464,708	160,990,549	4,741,269	0	1,732,890

(*) Additional amount on disputed contributions relating to the United States of America.

CEITs	13,281,167	12,044,000	0	0	1,237,167
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TRUST FUND FOR THE MULTILATERAL FUND FOR THE IMPLEMENTATION OF THE MONTREAL PROTOCOL

TABLE 8 : Status of Contributions for 2019 (US\$)

As at 10/11/2021

Party	Agreed Contributions	Cash Payments	Bilateral Assistance	Promissory Notes	Outstanding Contributions
Andorra	15,167	15,167			0
Australia	5,889,667	5,889,667			0
Austria	1,814,500	1,814,500			0
Azerbaijan	151,167				151,167
Belarus	141,167	141,167			0
Belgium	2,230,333	2,230,333			0
Bulgaria	113,333	113,333			0
Canada	7,361,333	7,031,333	330,000		0
Croatia	249,500	249,500			0
Cyprus	108,333	108,333			0
Czech Republic	867,000	867,000			0
Denmark	1,471,833	1,471,833			0
Estonia	95,833	95,833			0
Finland	1,149,167	1,149,167			0
France	12,245,500	12,245,500			0
Germany	16,101,333	15,005,907	1,400,376		-304,950
Greece	1,187,000				1,187,000
Holy See	2,500	2,500			0
Hungary	405,667	405,667			0
Iceland	58,000	58,000			0
Ireland	844,333	844,333			0
Israel	1,083,667				1,083,667
Italy	9,445,500	8,880,500	565,000		0
Japan	24,395,167	24,209,870	185,297		0
Kazakhstan	481,333	481,333			0
Latvia	126,000	126,000			0
Liechtenstein	17,667	17,667			0
Lithuania	181,500	181,500			0
Luxembourg	161,333	161,333			0
Malta	40,333				40,333
Monaco	25,167	25,167			0
Netherlands	3,734,833	3,734,833			0
New Zealand	675,333	675,333			0
Norway	2,139,667	2,139,667			0
Poland	2,119,500	2,119,500			0
Portugal	987,833	987,833			0
Romania	463,667	463,657			10
Russian Federation	7,782,333	7,782,333			0
San Marino	7,500	7,500			0
Slovak Republic	403,167	403,167			0
Slovenia	211,667	211,667			0
Spain	6,156,833	6,156,833			0
Sweden	2,409,333	2,409,333			0
Switzerland	2,873,000	2,873,000			0
Tajikistan	10,000				10,000
Ukraine	259,500				259,500
United Kingdom	11,247,500	11,247,500			0
United States of America	35,614,904	35,614,904			0
Uzbekistan	58,000	58,000			0
TOTAL	165,614,903	160,707,503	2,480,673	0	2,426,727
Disputed Contributions(*)	1,051,763				1,051,763
TOTAL	166,666,666	160,707,503	2,480,673	0	3,478,490
CEITs	13,281,167	12,102,000	0	0	1,179,167

(*) Additional amount on disputed contributions relating to the United States of America.

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

TABLE 9 : Status of Contributions for 2018 (US\$)

As at 10/11/2021

Party	Agreed Contributions	Cash Payments	Bilateral Assistance	Promissory Notes	Outstanding Contributions
Andorra	15,167	15,167			0
Australia	5,889,667	5,889,667			0
Austria	1,814,500	1,814,500			0
Azerbaijan	151,167				151,167
Belarus	141,167	77,000			64,167
Belgium	2,230,333	2,230,333			0
Bulgaria	113,333	113,333			0
Canada	7,361,333	7,061,333	300,000		-0
Croatia	249,500	249,500			0
Cyprus	108,333	108,333			0
Czech Republic	867,000	867,000			0
Denmark	1,471,833	1,471,833			0
Estonia	95,833	95,833			0
Finland	1,149,167	1,149,167			0
France	12,245,500	12,132,500	113,000		0
Germany	16,101,333	11,028,533	5,072,800		-0
Greece	1,187,000				1,187,000
Holy See	2,500	2,500			0
Hungary	405,667	405,667			0
Iceland	58,000	58,000			0
Ireland	844,333	844,333			0
Israel	1,083,667				1,083,667
Italy	9,445,500	9,073,738	371,762		0
Japan	23,099,784	23,009,384	90,400		0
Kazakhstan	481,333	481,333			0
Latvia	126,000	126,000			0
Liechtenstein	17,667	17,667			0
Lithuania	181,500	181,500			0
Luxembourg	161,333	161,333			0
Malta	40,333				40,333
Monaco	25,167	25,167			0
Netherlands	3,734,833	3,734,833			0
New Zealand	675,333	675,333			0
Norway	2,139,667	2,139,667			0
Poland	2,119,500	2,119,500			0
Portugal	987,833	987,833			0
Romania	463,667	463,667			0
Russian Federation	7,782,333	7,782,333			0
San Marino	7,500	7,500			0
Slovak Republic	403,167	403,167			0
Slovenia	211,667	211,667			0
Spain	6,156,833	4,964,102	1,192,731		0
Sweden	2,409,333	2,409,333			0
Switzerland	2,873,000	2,873,000			0
Tajikistan	10,000				10,000
Ukraine	259,500				259,500
United Kingdom	11,247,500	11,247,500			0
United States of America	36,475,258	36,475,258			0
Uzbekistan	58,000				58,000
TOTAL	165,179,874	155,185,347	7,140,693	0	2,853,834
Disputed Contributions(*)	1,486,792				1,486,792
TOTAL	166,666,666	155,185,347	7,140,693	0	4,340,626
(*) Additional amount on disputed contribution relating to Japan (US \$1,295,383) and the United States of America (US \$191,409)					
CEITs	13,281,167	11,979,833	0	0	1,301,334

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

TABLE 10 : Status of Contributions for 2015-2017 (US\$)

UNEP/OzL.Pro/ExCom/88/IAP/3

Party	Agreed Contributions	Cash Payments	Bilateral Assistance	Promissory Notes	Outstanding Contributions
Andorra	48,504	48,504	0	0	0
Australia	12,574,443	12,574,443	0	0	0
Austria	4,838,190	4,838,190	0	0	0
Azerbaijan	242,517	0	0	0	242,517
Belarus	339,522	226,348	0	0	113,174
Belgium	6,050,769	6,050,769	0	0	0
Bulgaria	284,955	284,955	0	0	0
Canada	18,091,677	18,091,677	0	0	0
Croatia	763,926	763,926	0	0	-0
Cyprus	284,955	284,955	0	0	0
Czech Republic	2,340,276	2,340,276	0	0	0
Denmark	4,092,453	4,092,453	0	0	0
Estonia	242,517	242,517	0	0	0
Finland	3,146,643	3,146,643	0	0	0
France	33,909,768	32,754,742	1,155,026	0	-0
Germany	43,295,127	34,537,016	8,758,111	-0	-0
Greece	3,868,128	0	0	0	3,868,128
Holy See	6,063	6,063	0	0	0
Hungary	1,612,731	1,612,731	0	0	0
Iceland	163,698	163,698	0	0	0
Ireland	2,534,289	2,534,289	0	0	0
Israel	2,400,906	0	0	0	2,400,906
Italy	26,967,753	24,877,303	2,090,450	0	0
Japan	65,679,333	65,359,260	320,073	0	0
Kazakhstan	733,611	733,611	0	0	0
Latvia	284,955	284,955	0	0	0
Liechtenstein	54,567	54,567	0	0	0
Lithuania	442,590	442,590	0	0	0
Luxembourg	491,094	491,094	0	0	0
Malta	97,005	64,670	0	0	32,335
Monaco	72,756	72,756	0	0	0
Netherlands	10,028,028	10,028,028	0	0	0
New Zealand	1,533,912	1,533,912	0	0	0
Norway	5,159,523	5,159,523	0	0	0
Poland	5,583,927	5,583,927	0	0	-0
Portugal	2,873,811	2,873,811	0	0	0
Romania	1,370,214	1,370,214	0	0	0
Russian Federation	14,781,336	14,114,660	666,676	0	-0
San Marino	18,189	18,189	0	0	0
Slovak Republic	1,036,755	1,036,755	0	0	-0
Slovenia	606,288	606,288	0	0	0
Spain	18,024,984	16,846,755	1,178,229	0	0
Sweden	5,820,378	5,820,378	0	0	0
Switzerland	6,347,850	6,347,850	0	0	0
Tajikistan	18,189	0	0	0	18,189
Ukraine	600,227	0	0	0	600,227
United Kingdom	31,399,728	31,399,728	0	0	0
United States of America	94,948,529	94,948,529	0	0	-0
Uzbekistan	90,942	0	0	0	90,942
TOTAL	436,198,530	414,663,549	14,168,565	-0	7,366,416
Disputed Contributions(*)	1,301,470	0	0	0	1,301,470
TOTAL	437,500,000	414,663,549	14,168,565	-0	8,667,886

(*) Additional amount on disputed contributions relating to the United States of America.

CEITs	28,956,382	25,169,335	666,676	0	3,120,371
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TRUST FUND FOR THE MULTILATERAL FUND FOR THE IMPLEMENTATION OF THE MONTREAL PROTOCOL

TABLE 11 : Status of Contributions for **2017 (US\$)**

As at 10/11/2021

Party	Agreed Contributions	Cash Payments	Bilateral Assistance	Promissory Notes	Outstanding Contributions
Andorra	16,168	16,168			0
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			0
Belgium	2,016,923	2,016,923			0
Bulgaria	94,985	94,985			0
Canada	6,030,559	6,030,559			0
Croatia	254,642	254,642			0
Cyprus	94,985	94,985			0
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	10,471,705	831,551		0
Germany	14,431,709	12,410,403	2,021,306	-0	-0
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			0
Ireland	844,763	844,763			0
Israel	800,302				800,302
Italy	8,989,251	8,706,751	282,500		0
Japan	21,893,111	21,893,111			0
Kazakhstan	244,537	244,537			0
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	957,937			0
Romania	456,738	456,738			0
Russian Federation	4,927,112	4,927,112			0
San Marino	6,063	6,063			0
Slovak Republic	345,585	345,585			0
Slovenia	202,096	202,096			0
Spain	6,008,328	6,008,328			0
Sweden	1,940,126	1,940,126			0
Switzerland	2,115,950	2,115,950			0
Tajikistan	6,063				6,063
Ukraine	200,076				200,076
United Kingdom	10,466,576	10,466,576			0
United States of America	32,083,333	32,083,333			0
Uzbekistan	30,314				30,314
TOTAL	145,833,333	140,258,672	3,135,357	-0	2,439,305
CEITs	9,652,127	8,649,728	0	0	1,002,399

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

TABLE 12 : Status of Contributions for 2016 (US\$)

As at 10/11/2021

Party	Agreed Contributions	Cash Payments	Bilateral Assistance	Promissory Notes	Outstanding Contributions
Andorra	16,168	16,168			0
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			0
Belgium	2,016,923	2,016,923			0
Bulgaria	94,985	94,985			0
Canada	6,030,559	6,030,559			0
Croatia	254,642	254,642			0
Cyprus	94,985	94,985			0
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	11,025,546	277,710		-0
Germany	14,431,709	12,431,833	1,999,876	-0	-0
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			0
Ireland	844,763	844,763			0
Israel	800,302				800,302
Italy	8,989,251	7,463,801	1,525,450		0
Japan	21,893,111	21,753,838	139,273		0
Kazakhstan	244,537	244,537			0
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			0
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	957,937			0
Romania	456,738	456,738			0
Russian Federation	4,927,112	4,260,436	666,676		0
San Marino	6,063	6,063			0
Slovak Republic	345,585	345,585			0
Slovenia	202,096	202,096			0
Spain	6,008,328	4,830,099	1,178,229		0
Sweden	1,940,126	1,940,126			0
Switzerland	2,115,950	2,115,950			0
Tajikistan	6,063				6,063
Ukraine	200,076				200,076
United Kingdom	10,466,576	10,466,576			0
United States of America	31,233,927	31,233,927			0
Uzbekistan	30,314				30,314
TOTAL	144,983,927	136,789,744	5,787,214	-0	2,406,970
Disputed Contributions(*)	849,406				849,406
TOTAL	145,833,333	136,789,744	5,787,214	-0	3,256,376
(*) Additional amount on disputed contributions relating to the United States of America.					
CEITs	9,652,127	7,983,052	666,676	0	1,002,399

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

TABLE 13 : Status of Contributions for 2015 (US\$)

As at 10/11/2021

Party	Agreed Contributions	Cash Payments	Bilateral Assistance	Promissory Notes	Outstanding Contributions
Andorra	16,168	16,168			0
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			0
Bulgaria	94,985	94,985			0
Canada	6,030,559	6,030,559			0
Croatia	254,642	254,642			-0
Cyprus	94,985	94,985			0
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	11,257,491	45,765		0
Germany	14,431,709	9,694,780	4,736,929		-0
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			0
Ireland	844,763	844,763			0
Israel	800,302				800,302
Italy	8,989,251	8,706,751	282,500		0
Japan	21,893,111	21,712,311	180,800		0
Kazakhstan	244,537	244,537			0
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			0
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	957,937			0
Romania	456,738	456,738			0
Russian Federation	4,927,112	4,927,112			-0
San Marino	6,063	6,063			0
Slovak Republic	345,585	345,585			-0
Slovenia	202,096	202,096			0
Spain	6,008,328	6,008,328			0
Sweden	1,940,126	1,940,126			0
Switzerland	2,115,950	2,115,950			0
Tajikistan	6,063				6,063
Ukraine	200,076				200,076
United Kingdom	10,466,576	10,466,576			0
United States of America	31,631,269	31,631,269			-0
Uzbekistan	30,314				30,314
TOTAL	145,381,269	137,615,134	5,245,994		2,520,142
Disputed Contributions(*)	452,064				452,064
TOTAL	145,833,333	137,615,134	5,245,994		2,972,206

(*) Additional amount on disputed contributions relating to the United States of America.

CEITs	9,652,127	8,536,555	0	0	1,115,572
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Annex II

REVISED 2022, APPROVED 2023 AND 2024 BUDGETS OF THE FUND SECRETARIAT

			Revised 2022	Approved 2023	Approved 2024
10	PERSONNEL COMPONENT*				
1100	Project Personnel (Title & Grade)				
	01	Chief Officer (D2)	255,011	262,662	270,542
	02	Deputy Chief Officer (D1)	251,665	259,215	266,991
	03	Programme Management Officer (P4)	177,922	183,260	188,757
	04	Senior Programme Management Officer (P5)	227,420	234,243	241,270
	05	Senior Programme Management Officer (P5)	227,420	234,243	241,270
	06	Senior Programme Management Officer (P5)	227,420	234,243	241,270
	07	Senior Programme Management Officer (P5)	227,420	234,243	241,270
	08	Information Management Officer (P4)	204,984	211,133	217,467
	09	Senior Administrative and Fund Management Officer (P5)	204,044	210,165	216,470
	10	Senior Monitoring and Evaluation Officer (P5)	227,420	234,243	241,270
	11	Programme Management Officer (P3)	139,768	143,961	148,279
	12	Chief, Information Systems Unit (P4)	150,896	155,423	160,086
	13	Programme Management Officer (P4)	177,215	182,532	188,008
	14	Associate Administrative Officer (P2)	121,610	125,258	129,016
	15	Programme Management Officer (P3)	121,610	125,258	129,016
	98	Prior Year			
1199		Sub-Total	2,941,824	3,030,079	3,120,981
1200	Consultants				
	01	Projects and technical reviews etc.	75,000	75,000	75,000
1299		Sub-Total	75,000	75,000	75,000
1300	Administrative Support Personnel*				
	01	Meeting Services Assistant (G7)	95,860	98,736	101,698
	02	Programme Management Assistant (G6)	90,704	93,426	96,228
	03	Programme Management Assistant (G5)	76,048	78,330	80,680
	04	Programme Management Assistant (G5)	71,007	73,138	75,332
	05	Information Technology Assistant (G6)	90,705	93,426	96,229
	06	Programme Management Assistant (G5)	75,048	77,299	79,618
	07	Administrative Assistant (G6)	80,507	82,922	85,410
	08	Administrative Assistant (G5)	61,339	63,179	65,074
	09	Programme Management Assistant (G5)	71,007	73,138	75,332
	10	Programme Management Assistant (G5)	71,007	73,138	75,332
	11	Programme Management Assistant (G6)	68,939	71,007	73,138
	12	Senior Human Resources Assistant (G7)	-	-	-
		Sub-Total	852,173	877,738	904,070
1330	Conference Servicing Cost				
1333	Meeting Services: ExCom		355,800	355,800	355,800
1334	Meeting Services: ExCom		355,800	355,800	355,800
1336	Meeting Services: ExCom		355,800		
1335	Temporary Assistance		28,200	18,800	18,800
		Sub-Total	1,095,600	730,400	730,400
1399		TOTAL ADMINISTRATIVE SUPPORT	1,947,773	1,608,138	1,634,470

*Personnel costs under BLs 1100 and 1300 will be reduced by US \$170,910 based on 2020 actual cost differentials between staff cost in Montreal and staff cost in Nairobi covered by the Government of Canada.

			Revised	Approved	Proposed
			2022	2023	2024
1600	Travel on official business				
	01	Mission costs	208,000	208,000	208,000
	02	Network meetings (4)	50,000	50,000	50,000
1699		Sub-Total	258,000	258,000	258,000
1999		COMPONENT TOTAL	5,222,597	4,971,217	5,088,452
20	CONTRACTUAL COMPONENT				
2100	Sub-contracts				
	01	Treasury services (decision 59/51(b))	500,000	500,000	500,000
	02	Corporate consultancies			
2200	Subcontracts				
	01	Various studies			
	02	Corporate contracts	-	-	-
2999		COMPONENT TOTAL	500,000	500,000	500,000
30	MEETING PARTICIPATION COMPONENT				
3300	Travel and DSA for Article 5 delegates to Executive Committee meetings				
	01	Travel of Chairperson and Vice-Chairperson	15,000	15,000	15,000
	02	Executive meetings (2)	225,000	150,000	150,000
3999		COMPONENT TOTAL	240,000	165,000	165,000
40	EQUIPMENT COMPONENT				
4100	Expendables				
	01	Office stationery	7,000	7,000	7,000
	02	Computer expendable (software, accessories, hubs, switches, memory)	10,530	10,530	10,530
4199		Sub-Total	17,530	17,530	17,530
4200	Non-Expendable Equipment				
	01	Computers, printers	13,000	13,000	13,000
	02	Other expendable equipment (shelves, furnitures)	5,850	5,850	5,850
4299		Sub-Total	18,850	18,850	18,850
4300	Premises				
	01	Rental of office premises**	870,282	870,282	870,282
		Sub-Total	870,282	870,282	870,282
4999		COMPONENT TOTAL	906,662	906,662	906,662
50	MISCELLANEOUS COMPONENT				
5100	Operation and Maintenance of Equipment				
	01	Computers and printers, etc. (toners, colour printer)	8,100	8,100	8,100
	02	Maintenance of office premises	8,000	8,000	8,000
	03	Rental of photocopiers (office)	10,000	10,000	10,000
	04	Telecommunication equipment rental	8,000	8,000	8,000
	05	Network maintenance	10,000	10,000	10,000
5199		Sub-Total	44,100	44,100	44,100
5200	Reproduction Costs				
	01	ExCom and reports to MOP	10,710	10,710	10,710
5299		Sub-Total	10,710	10,710	10,710
5300	Sundries				
	01	Communications	45,000	45,000	45,000
	02	Freight charges	6,000	6,000	6,000
	03	Bank charges	2,500	2,500	2,500
	05	Staff training	20,137	20,137	20,137
	06	GST			
	04	PST			
5399		Sub-Total	73,637	73,637	73,637
5400	Hospitality and Entertainment				
	01	Hospitality costs	25,200	16,800	16,800
5499		Sub-Total	25,200	16,800	16,800
5999		COMPONENT TOTAL	153,647	145,247	145,247
GRAND TOTAL			7,022,906	6,688,126	6,805,361
		Programme support costs (9%)	341,460	351,704	362,255
COST TO MULTILATERAL FUND			7,364,366	7,039,830	7,167,615
		Previous budget schedule	6,915,766	7,039,830	-
		Increase/decrease	448,600	0	7,167,615

**Rental of premises will be offset by US \$583,283 (based on 2020 actual expenditures) being covered from the cost differential covered by the Government of Canada leaving US \$53,766 to be charged to the MLF.

Annex III

**ACTIONS ON ONGOING PROJECTS WITH OUTSTANDING ISSUES IN THE PROGRESS
REPORT FOR BILATERAL AGENCIES**

Country/project code	Agency	Project title	Actions
Kenya KEN/PHA/80/INV/62	France	HCFC phase-out management plan (stage II, first tranche)	To request France to report to the 90 th meeting on this project with implementation delays
Lao People's Democratic Republic (the) LAO/PHA/74/INV/28	France	HCFC phase-out management plan (stage I, second tranche)	To request France to report to the 90 th meeting on this project with implementation delays
Zimbabwe ZIM/REF/82/INV/56	France	Conversion from HFC-134a to isobutane in the manufacture of domestic refrigerators at Capri (SME Harare)	To request France to report to the 90 th meeting on this project with implementation delays
Mauritius MAR/PHA/79/INV/27	Germany	HCFC phase-out management plan (third tranche)	To request Germany to report to the 90 th meeting on this project with implementation delays
Mexico MEX/PHA/74/INV/172	Germany	HCFC phase-out management plan (stage II, first tranche) (HC demonstration and training)	To request Germany to report to the 90 th meeting on this project with implementation delays
Mexico MEX/PHA/77/INV/179	Germany	HCFC phase-out management plan (stage II, second tranche) (HC demonstration and training)	To request Germany to report to the 90 th meeting on this project with implementation delays
Seychelles SEY/PHA/70/INV/19	Germany	HCFC phase-out management plan (second tranche)	To request Germany to report to the 90 th meeting on this project with implementation delays
Seychelles SEY/PHA/75/INV/23	Germany	HCFC phase-out management plan (stage I, third tranche)	To request Germany to report to the 90 th meeting on this project with implementation delays
Zimbabwe ZIM/PHA/80/INV/54	Germany	HCFC phase-out management plan (stage I, fourth tranche) (refrigeration servicing sector)	To request Germany to report to the 90 th meeting on this project with implementation delays
Argentina ARG/PHA/79/INV/178	Italy	HCFC phase-out management plan (stage II, first tranche) (refrigeration servicing sector)	To request Italy to report to the 90 th meeting on this project with implementation delays
Iran (Islamic Republic of) IRA/PHA/77/INV/224	Italy	HCFC phase-out management plan (stage II, first tranche) (foam sector)	To request Italy to report to the 90 th meeting on this project with implementation delays
Iran (Islamic Republic of) IRA/PHA/84/INV/237	Italy	HCFC phase-out management plan (stage II, second tranche) (foam sector)	To request Italy to report to the 90 th meeting on this project with implementation delays
Mexico MEX/PHA/73/INV/171	Italy	HCFC phase-out management plan (stage II, first tranche) (reclamation of HCFC refrigerants)	To request Italy to report to the 90 th meeting on this project with implementation delays
Viet Nam VIE/PHA/76/TAS/71	Japan	HCFC phase-out management plan (stage II, first tranche) (refrigeration servicing sector)	To request Japan to report to the 90 th meeting on this project with implementation delays
Mexico MEX/PHA/77/INV/180	Spain	HCFC phase-out management plan (stage II, second tranche) (cleaning agent phase-out in refrigeration servicing sector)	To request Spain to report to the 90 th meeting on this project with implementation delays
Mexico MEX/PHA/77/INV/185	Spain	HCFC phase-out management plan (stage II, second tranche) (refrigeration servicing sector)	1) To request Spain to report to the 90 th meeting on this project with implementation delays

Country/project code	Agency	Project title	Actions
			2) To request Spain to provide a status report to the 90 th meeting on the resolution of duty exemption on imported equipment
Mexico MEX/PHA/81/TAS/190	Spain	HCFC phase-out management plan (stage II, third tranche) (refrigeration servicing sector)	1) To request Spain to report to the 90 th meeting on this project with implementation delays 2) To request Spain to provide a status report to the 90 th meeting on the resolution of duty exemption on imported equipment

Annex IV

**ACTIONS ON ONGOING PROJECTS WITH OUTSTANDING ISSUES IN THE PROGRESS
REPORT FOR UNDP**

Country/project code*	Project title	Actions
Bangladesh BGD/PHA/81/INV/51	HCFC phase-out management plan (stage II, first tranche) (air-conditioning sector)	To request UNDP to report to the 90 th meeting on this project with implementation delays
Bangladesh BGD/PHA/81/TAS/49	HCFC phase-out management plan (stage II, first tranche) (project management unit)	To request UNDP to report to the 90 th meeting on this project with implementation delays
Colombia COL/SEV/80/TAS/01+	Enabling activities for HFC phase-down	To request UNDP to report to the 90 th meeting on this project with implementation delays
China CPR/SEV/80/TAS/04+	Enabling activities for HFC phase-down	To request UNDP to report to the 90 th meeting on this project with implementation delays
El Salvador ELS/PHA/79/TAS/36	Verification report for stage I of HCFC phase-out management plan	To request UNDP to report to the 90 th meeting on this project with implementation delays
Guyana GUY/PHA/83/INV/32	HCFC phase-out management plan (stage II, second tranche)	To request UNDP to report to the 90 th meeting on this project with implementation delays
India IND/PHA/77/TAS/472	HCFC phase-out management plan (stage II, first tranche) (project management and monitoring)	To request UNDP to report to the 90 th meeting on this project with implementation delays
India IND/PHA/82/INV/475	HCFC phase-out management plan (stage II, second tranche) (polyurethane foam sector plan)	To request UNDP to report to the 90 th meeting on this project with implementation delays
India IND/PHA/82/TAS/477	HCFC phase-out management plan (stage II, second tranche) (project management and monitoring)	To request UNDP to report to the 90 th meeting on this project with implementation delays
Jamaica JAM/PHA/76/INV/36	HCFC phase-out management plan (stage I, third tranche)	To request UNDP to report to the 90 th meeting on this project with implementation delays
Lebanon LEB/PHA/81/TAS/92	HCFC phase-out management plan (stage II, second tranche) (refrigeration servicing and project management and coordination)	To request UNDP to report to the 90 th meeting on this project with implementation delays
Lebanon LEB/SEV/80/TAS/02+	Enabling activities for HFC phase-down	To request UNDP to report to the 90 th meeting on this project with implementation delays
Mauritania MAU/PHA/80/INV/25	HCFC phase-out management plan (stage I, first tranche)	To request UNDP to report to the 90 th meeting on this project with implementation delays
Mali MLI/PHA/84/PRP/41	Preparation of a HCFC phase-out management plan (stage II)	To request UNDP to provide a status report to the 90 th meeting on implementation progress and on disbursement level
Panama PAN/PHA/76/INV/44	HCFC phase-out management plan (stage II, first tranche) (foam sector)	To request UNDP to report to the 90 th meeting on this project with implementation delays
Panama PAN/SEV/81/TAS/46	Enabling activities for HFC phase-down	To request UNDP to report to the 90 th meeting on this project with implementation delays
Zimbabwe ZIM/REF/82/INV/55	Conversion from HFC-134a to isobutane in the manufacture of domestic refrigerators at Capri (SME Harare)	To request UNDP to report to the 90 th meeting on this project with implementation delays

*Codes ending with “+” are from the additional contributions.

Annex V

**ACTIONS ON ONGOING PROJECTS WITH OUTSTANDING ISSUES IN THE PROGRESS
REPORT FOR UNEP**

Country/project code*	Project title	Actions
Afghanistan AFG/PHA/79/TAS/21	HCFC phase-out management plan (stage I, third tranche)	1) To request UNEP to report to the 90 th meeting on this project with implementation delays 2) To request UNEP to provide a status report to the 90 th meeting on the NOU operations and implementation progress
Afghanistan AFG/PHA/85/TAS/27	HCFC phase-out management plan (stage I, fourth tranche)	To request UNEP to provide a status report to the 90 th meeting on the NOU operations and implementation progress
Afghanistan AFG/PHA/85/TAS/29	HCFC phase-out management plan (stage II, first tranche)	To request UNEP to provide a status report to the 90 th meeting on the NOU operations and implementation progress
Afghanistan AFG/SEV/83/INS/26	Extension of institutional strengthening project (phase IX: 1/2020-12/2021)	To request UNEP to provide a status report to the 90 th meeting on the NOU operations and implementation progress
Bangladesh BGD/PHA/81/TAS/50	HCFC phase-out management plan (stage II, first tranche) (refrigeration servicing sector)	To request UNEP to report to the 90 th meeting on this project with implementation delays
Barbados BAR/PHA/84/TAS/29	HCFC phase-out management plan (stage I, third tranche)	To request UNEP to provide a status report to the 90 th meeting on the implementation progress
Bhutan BHU/SEV/80/TAS/01+	Enabling activities for HFC phase-down	To request UNEP to report to the 90 th meeting on this project with implementation delays
Botswana BOT/PHA/86/TAS/25	HCFC phase-out management plan (stage I, third tranche)	To request UNEP to provide a status report to the 90 th meeting on the implementation progress
Botswana BOT/SEV/76/INS/19	Extension of institutional strengthening project (phase V: 6/2016-7/2018)	To request UNEP to provide a status report to the 90 th meeting on the implementation progress and on disbursement level
Central African Republic CAF/SEV/68/INS/23	Extension of the institutional strengthening project (phase VI: 1/2013-12/2014)	To request UNEP to provide a status report to the 90 th meeting on the implementation progress
Congo (the) PRC/PHA/76/TAS/30	HCFC phase-out management plan (stage I, third tranche)	1) To request UNEP to report to the 90 th meeting on this project with implementation delays 2) To request UNEP to provide a status report to the 90 th meeting on the implementation progress and on disbursement level
Cook Islands CKI/PHA/74/TAS/11	HCFC phase-out management plan for PIC countries through regional approach (stage I, second tranche, Cook Islands)	To request UNEP to report to the 90 th meeting on this project with implementation delays
Côte D'Ivoire IVC/PHA/84/TAS/44	HCFC phase-out management plan (stage I, third and fourth tranches)	To request UNEP to provide a status report to the 90 th meeting on the implementation progress, preparation of verification report and on disbursement level
China CPR/SEV/80/TAS/01+	Enabling activities for HFC phase-down	To request UNEP to report to the 90 th meeting on this project with implementation delays

Country/project code*	Project title	Actions
Djibouti DJI/PHA/83/TAS/26	HCFC phase-out management plan (stage I, third tranche)	To request UNEP to report to the 90 th meeting on this project with implementation delays
Dominica DMI/PHA/62/TAS/19	HCFC phase-out management plan (stage I, first tranche)	To request UNEP to report to the 90 th meeting on this project with implementation delays
Dominica DMI/PHA/84/TAS/25	HCFC phase-out management plan (stage I, second tranche)	To request UNEP to provide a status report to the 90 th meeting on the signature of SSFA and disbursement level
Dominica DMI/PHA/86/TAS/26	Verification report on the implementation of stage I of the HCFC phase-out management plan	To request UNEP to provide a status report to the 90 th meeting on the implementation progress
Dominican Republic (the) DOM/PHA/77/TAS/61	HCFC phase-out management plan (stage II, first tranche)	To request UNEP to report to the 90 th meeting on this project with implementation delays
El Salvador ELS/PHA/77/TAS/35	HCFC phase-out management plan (stage I, third tranche)	To request UNEP to provide a status report to the 90 th meeting on the implementation progress
Eswatini SWA/PHA/83/TAS/25	HCFC phase-out management plan (stage I, fourth tranche)	To request UNEP to report to the 90 th meeting on this project with implementation delays
Grenada GRN/PHA/82/TAS/26	Verification report on the implementation of the HCFC phase-out management plan	To request UNEP to report to the 90 th meeting on this project with implementation delays
Guatemala GUA/PHA/75/TAS/50	HCFC phase-out management plan (stage I, third tranche)	To request UNEP to report to the 90 th meeting on this project with implementation delays
Guatemala GUA/PHA/81/TAS/52	HCFC phase-out management plan (stage I, fourth tranche)	To request UNEP to report to the 90 th meeting on this project with implementation delays
Guatemala GUA/SEV/80/TAS/01+	Enabling activities for HFC phase-down	To request UNEP to report to the 90 th meeting on this project with implementation delays
Guyana GUY/PHA/83/TAS/31	HCFC phase-out management plan (stage II, second tranche)	To request UNEP to report to the 90 th meeting on this project with implementation delays
Haiti HAI/PHA/76/TAS/21	HCFC phase-out management plan (stage I, second tranche)	1) To request UNEP to report to the 90 th meeting on this project with implementation delays 2) To request UNEP to provide a status report to the 90 th meeting on the implementation progress and on disbursement level
Haiti HAI/SEV/75/INS/20	Extension of the institutional strengthening project (phase IV: 11/2015-10/2017)	To request UNEP to provide a status report to the 90 th meeting on the implementation progress and on disbursement level
Honduras HON/PHA/81/TAS/45	HCFC phase-out management plan (stage I, fourth tranche)	To request UNEP to report to the 90 th meeting on this project with implementation delays
Honduras HON/PHA/86/TAS/51	HCFC phase-out management plan (stage I, fifth tranche)	To request UNEP to provide a status report to the 90 th meeting on the signature of SSFA and disbursement level
India IND/PHA/77/TAS/470	HCFC phase-out management plan (stage II, first tranche) (refrigeration servicing sector plan)	To request UNEP to report to the 90 th meeting on this project with implementation delays

Country/project code*	Project title	Actions
India IND/PHA/82/TAS/476	HCFC phase-out management plan (stage II, second tranche) (refrigeration servicing sector plan)	To request UNEP to report to the 90 th meeting on this project with implementation delays
Iran (Islamic Republic of) IRA/PHA/77/TAS/227	HCFC phase-out management plan (stage II, first tranche) (refrigeration servicing sector)	To request UNEP to report to the 90 th meeting on this project with implementation delays
Jamaica JAM/PHA/85/TAS/42	HCFC phase-out management plan (stage I, fourth tranche)	To request UNEP to provide a status report to the 90 th meeting on the implementation progress and on disbursement level
Kiribati KIR/PHA/74/TAS/11	HCFC phase-out management plan for PIC countries through regional approach (stage I, second tranche, Kiribati)	To request UNEP to report to the 90 th meeting on this project with implementation delays
Marshall Islands MAS/PHA/74/TAS/11	HCFC phase-out management plan for PIC countries through regional approach (stage I, second tranche, Marshall Islands)	To request UNEP to report to the 90 th meeting on this project with implementation delays
Mali MLI/PHA/83/TAS/40	HCFC phase-out management plan (stage I, fourth tranche)	1) To request UNEP to report to the 90 th meeting on this project with implementation delays 2) To request UNEP to provide a status report to the 90 th meeting on the implementation progress and on disbursement level
Micronesia (Federated States of) FSM/PHA/74/TAS/10	HCFC phase-out management plan for PIC countries through regional approach (stage I, second tranche, Federated States of Micronesia)	To request UNEP to report to the 90 th meeting on this project with implementation delays
Micronesia (Federated States of) FSM/SEV/81/TAS/01+	Enabling activities for HFC phase-down	To request UNEP to report to the 90 th meeting on this project with implementation delays
Myanmar MYA/PHA/68/TAS/14	HCFC phase-out management plan (stage I, first tranche)	1) To request UNEP to report to the 90 th meeting on this project with implementation delays 2) To request UNEP to provide a status report to the 90 th meeting on the implementation progress with an update on resumption of activities
Myanmar MYA/PHA/80/TAS/18	HCFC phase-out management plan (stage I, second tranche)	1) To request UNEP to report to the 90 th meeting on this project with implementation delays 2) To request UNEP to provide a status report to the 90 th meeting on the implementation progress with an update on resumption of activities
Myanmar MYA/PHA/83/PRP/21	Preparation of a HCFC phase-out management plan (stage II)	To request UNEP to provide a status report to the 90 th meeting on the implementation progress
Myanmar MYA/PHA/86/TAS/23	HCFC phase-out management plan (stage I, third tranche)	To request UNEP to provide a status report to the 90 th meeting on the implementation progress
Myanmar MYA/PHA/86/TAS/24	Verification report on the implementation of the HCFC phase-out management plan	To request UNEP to provide a status report to the 90 th meeting on the implementation progress
Myanmar MYA/SEV/84/INS/22	Extension of institutional strengthening project (phase V: 7/2020-6/2022)	To request UNEP to provide a status report to the 90 th meeting on the implementation progress

Country/project code*	Project title	Actions
Namibia NAM/SEV/80/TAS/01+	Enabling activities for HFC phase-down	To request UNEP to report to the 90 th meeting on this project with implementation delays
Nauru NAU/PHA/74/TAS/10	HCFC phase-out management plan for PIC countries through regional approach (stage I, second tranche, Nauru)	1) To request UNEP to report to the 90 th meeting on this project with implementation delays 2) To request UNEP to provide a status report to the 90 th meeting on the implementation progress and on disbursement level
Nauru NAU/PHA/85/TAS/13	HCFC phase-out management plan for PIC countries through regional approach (stage I, third tranche)	To request UNEP to provide a status report to the 90 th meeting on the implementation progress and on disbursement level
Nauru NAU/SEV/81/TAS/01+	Enabling activities for HFC phase-down	To request UNEP to report to the 90 th meeting on this project with implementation delays
Nepal NEP/PHA/75/TAS/34	HCFC phase-out management plan (stage I, second tranche)	To request UNEP to report to the 90 th meeting on this project with implementation delays
Nicaragua NIC/PHA/81/TAS/36	HCFC phase-out management plan (stage I, third tranche)	To request UNEP to report to the 90 th meeting on this project with implementation delays
Nigeria NIR/SEV/80/TAS/01+	Enabling activities for HFC phase-down	To request UNEP to report to the 90 th meeting on this project with implementation delays
Niue NIU/PHA/74/TAS/10	HCFC phase-out management plan for PIC countries through regional approach (stage I, second tranche, Niue)	To request UNEP to report to the 90 th meeting on this project with implementation delays
Niue NIU/SEV/81/TAS/01+	Enabling activities for HFC phase-down	To request UNEP to report to the 90 th meeting on this project with implementation delays
Paraguay PAR/PHA/74/TAS/33	HCFC phase-out management plan (stage I, second tranche)	To request UNEP to report to the 90 th meeting on this project with implementation delays
Rwanda RWA/PHA/82/TAS/31	HCFC phase-out management plan (stage I, fourth tranche)	To request UNEP to report to the 90 th meeting on this project with implementation delays
Rwanda RWA/SEV/80/TAS/02+	Enabling activities for HFC phase-down	To request UNEP to report to the 90 th meeting on this project with implementation delays
Samoa SAM/SEV/81/TAS/01+	Enabling activities for HFC phase-down	To request UNEP to report to the 90 th meeting on this project with implementation delays
Solomon Islands SOI/PHA/74/TAS/11	HCFC phase-out management plan for PIC countries through regional approach (stage I, second tranche, Solomon Islands)	To request UNEP to report to the 90 th meeting on this project with implementation delays
South Sudan SSD/PHA/77/TAS/04	HCFC phase-out management plan (stage I, first tranche)	1) To request UNEP to report to the 90 th meeting on this project with implementation delays 2) To request UNEP to provide a status report to the 90 th meeting on the implementation progress and on disbursement level

Country/project code*	Project title	Actions
South Sudan SSD/PHA/84/TAS/05	Verification report on the implementation of the HCFC phase-out management plan	To request UNEP to provide a status report to the 90 th meeting on preparation of a verification report
South Sudan SSD/SEV/76/INS/03	Institutional strengthening project (phase I: 5/2016-4/2018)	To request UNEP to provide a status report to the 90 th meeting on the implementation progress and on disbursement level
Saint Kitts and Nevis STK/PHA/74/TAS/20	HCFC phase-out management plan (stage I, second tranche)	1) To request UNEP to report to the 90 th meeting on this project with implementation delays 2) To request UNEP to provide a status report to the 90 th meeting on the implementation progress and on disbursement level
Saint Kitts and Nevis STK/SEV/81/INS/21	Extension of institutional strengthening project (phase VII: 6/2018-5/2020)	To request UNEP to provide a status report to the 90 th meeting on the implementation progress and on disbursement level
Saint Kitts and Nevis STK/PHA/82/TAS/22	Verification report on the implementation of the HCFC phase-out management plan	To request UNEP to report to the 90 th meeting on this project with implementation delays
Saint Lucia STL/PHA/82/TAS/29	HCFC phase-out management plan (stage I, fourth tranche)	To request UNEP to report to the 90 th meeting on this project with implementation delays
Saint Lucia STL/PHA/82/TAS/30	Verification report on the implementation of the HCFC phase-out management plan	To request UNEP to report to the 90 th meeting on this project with implementation delays
Sao Tome and Principe STP/PHA/81/TAS/27	HCFC phase-out management plan (stage I, fourth tranche)	To request UNEP to report to the 90 th meeting on this project with implementation delays
Saint Vincent and the Grenadines STV/PHA/75/TAS/23	HCFC phase-out management plan (stage I, second tranche)	To request UNEP to report to the 90 th meeting on this project with implementation delays
Suriname SUR/PHA/81/TAS/26	HCFC phase-out management plan (stage I, third tranche)	1) To request UNEP to report to the 90 th meeting on this project with implementation delays 2) To request UNEP to provide a status report to the 90 th meeting on the implementation progress and on disbursement level
Turkmenistan TKM/SEV/80/TAS/01+	Enabling activities for HFC phase-down	To request UNEP to report to the 90 th meeting on this project with implementation delays
Tonga TON/PHA/74/TAS/10	HCFC phase-out management plan for PIC countries through regional approach (stage I, second tranche, Tonga)	To request UNEP to report to the 90 th meeting on this project with implementation delays
Tuvalu TUV/PHA/74/TAS/11	HCFC phase-out management plan for PIC countries through regional approach (stage I, second tranche, Tuvalu)	To request UNEP to report to the 90 th meeting on this project with implementation delays
Tuvalu TUV/SEV/81/TAS/01+	Enabling activities for HFC phase-down	To request UNEP to report to the 90 th meeting on this project with implementation delays
United Republic of Tanzania (the) URT/PHA/67/TAS/31	HCFC phase-out management plan (stage I, first tranche)	To request UNEP to report to the 90 th meeting on this project with implementation delays
Vanuatu VAN/PHA/74/TAS/12	HCFC phase-out management plan for PIC countries through regional approach (stage I, second tranche, Vanuatu)	To request UNEP to report to the 90 th meeting on this project with implementation delays

Country/project code*	Project title	Actions
Vanuatu VAN/SEV/81/TAS/01+	Enabling activities for HFC phase-down	To request UNEP to report to the 90 th meeting on this project with implementation delays
Yemen YEM/SEV/73/INS/43	Extension of the institutional strengthening project (phase VIII: 1/2015-12/2016)	To request UNEP to provide a status report to the 90 th meeting on the implementation progress and on disbursement level
Zambia ZAM/PHA/85/TAS/39	HCFC phase-out management plan (stage I, fifth tranche)	To request UNEP to provide a status report to the 90 th meeting on the implementation progress and on disbursement level

*Codes ending with “+” are from the additional contributions.

Annex VI

**ACTIONS ON ONGOING PROJECTS WITH OUTSTANDING ISSUES IN THE PROGRESS
REPORT FOR UNIDO**

Country/project code*	Project title	Actions
Afghanistan AFG/PHA/77/INV/20	HCFC phase-out management plan (stage I, second tranche)	1) To request UNIDO to report to the 90 th meeting on this project with implementation delays 2) To request UNIDO to provide a status report to the 90 th meeting on the implementation progress
Afghanistan AFG/PHA/79/INV/22	HCFC phase-out management plan (stage I, third tranche)	1) To request UNIDO to report to the 90 th meeting on this project with implementation delays 2) To request UNIDO to provide a status report to the 90 th meeting on the implementation progress and on disbursement level
Afghanistan AFG/PHA/82/PRP/25	Preparation of a HCFC phase-out management plan (stage II)	To request UNIDO to provide a status report to the 90 th meeting on the implementation progress
Afghanistan AFG/PHA/85/INV/28	HCFC phase-out management plan (stage I, fourth tranche)	To request UNIDO to provide a status report to the 90 th meeting on the implementation progress
Afghanistan AFG/PHA/85/INV/30	HCFC phase-out management plan (stage II, first tranche)	1) To request UNIDO to report to the 90 th meeting on this project with implementation delays 2) To request UNIDO to provide a status report to the 90 th meeting on the implementation progress and on disbursement level
Albania ALB/PHA/85/INV/41	HCFC phase-out management plan (stage II, first tranche)	To request UNIDO to report to the 90 th meeting on this project with implementation delays
Algeria ALG/PHA/66/INV/76	HCFC phase-out management plan (stage I, first tranche) (conversion from HCFC-22 in the manufacture of room air conditioners at Condor)	To request UNIDO to report to the 90 th meeting on this project with implementation delays
Algeria ALG/PHA/66/INV/77	HCFC phase-out management plan (stage I, first tranche) (activities in the refrigeration servicing sector including phase-out of HCFC-141b used for flushing, and project monitoring)	To request UNIDO to report to the 90 th meeting on this project with implementation delays
Argentina ARG/PHA/79/INV/180	HCFC phase-out management plan (stage II, first tranche) (refrigeration servicing sector)	To request UNIDO to report to the 90 th meeting on this project with implementation delays
Argentina ARG/PHA/80/INV/184	HCFC phase-out management plan (stage II, first tranche) (foam sector)	To request UNIDO to report to the 90 th meeting on this project with implementation delays
Argentina ARG/PHA/80/TAS/185	HCFC phase-out management plan (stage II, first tranche) (management and coordination)	To request UNIDO to report to the 90 th meeting on this project with implementation delays
Argentina ARG/PHA/84/TAS/191	HCFC phase-out management plan (stage II, second tranche) (monitoring and reporting of HCFC-22 production)	To request UNIDO to provide a status report to the 90 th meeting on the completion of verification report of HCFC-22 production and on disbursement level

Country/project code*	Project title	Actions
Argentina ARG/REF/81/INV/01+	Conversion project for replacement of HFC-134a with isobutane (R-600a)/propane (R-290)-based refrigerant in the manufacture of domestic and commercial refrigeration equipment at Briket, Bambi and Mabe-Kronen	To request UNIDO to report to the 90 th meeting on this project with implementation delays
Global chiller project (Argentina) GLO/REF/80/DEM/344	Global chiller project (Argentina)	To request UNIDO to provide a status report to the 90 th meeting on procurement and installation of chillers and recovery of CFCs from the existing chillers
Botswana BOT/PHA/75/INV/18	HCFC phase-out management plan (stage I, first tranche)	To request UNIDO to report to the 90 th meeting on this project with implementation delays
Botswana BOT/PHA/82/INV/21	HCFC phase-out management plan (stage I, second tranche)	To request UNIDO to report to the 90 th meeting on this project with implementation delays
Congo (the) PRC/PHA/76/INV/31	HCFC phase-out management plan (stage I, third tranche)	To request UNIDO to report to the 90 th meeting on this project with implementation delays
Iran (Islamic Republic of) IRA/PHA/77/INV/228	HCFC phase-out management plan (stage II, first tranche) (foam sector)	To request UNIDO to report to the 90 th meeting on this project with implementation delays
Iran (Islamic Republic of) IRA/PHA/84/INV/239	HCFC phase-out management plan (stage II, second tranche) (foam sector)	To request UNIDO to report to the 90 th meeting on this project with implementation delays
Iran (Islamic Republic of) IRA/PHA/84/TAS/240	HCFC phase-out management plan (stage II, second tranche) (refrigeration servicing sector)	To request UNIDO to report to the 90 th meeting on this project with implementation delays
Iraq IRQ/PHA/58/INV/09	National phase-out plan (first tranche)	To request UNIDO to report to the 90 th meeting on this project with implementation delays
Iraq IRQ/PHA/74/INV/23	HCFC phase-out management plan (stage I, second tranche) (refrigeration servicing sector)	To request UNIDO to report to the 90 th meeting on this project with implementation delays
Iraq 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	To request UNIDO to report to the 90 th meeting on this project with implementation delays
Jordan JOR/PHA/77/INV/100	HCFC phase-out management plan (stage II, first tranche) (polyurethane spray foam sector)	To request UNIDO to report to the 90 th meeting on this project with implementation delays
Jordan JOR/PHA/77/INV/101	HCFC phase-out management plan (stage II, first tranche) (refrigeration servicing sector)	To request UNIDO to report to the 90 th meeting on this project with implementation delays
Jordan JOR/PHA/84/INV/106	HCFC phase-out management plan (stage II, second tranche) (polyurethane spray foam sector)	To request UNIDO to provide a status report to the 90 th meeting on implementation progress and disbursement level
Jordan JOR/PHA/84/TAS/107	HCFC phase-out management plan (stage II, second tranche) (refrigeration servicing sector, project management and coordination)	To request UNIDO to provide a status report to the 90 th meeting on implementation progress and disbursement level
Libya LIB/PHA/75/INV/36	HCFC phase-out management plan (stage I, first tranche) (foam sector)	1) To request UNIDO to report to the 90 th meeting on this project with implementation delays

Country/project code*	Project title	Actions
		2) To request UNIDO to provide a status report to the 90 th meeting on implementation progress
Libya LIB/PHA/75/INV/37	HCFC phase-out management plan (stage I, first tranche) (refrigeration servicing sector)	1) To request UNIDO to report to the 90 th meeting on this project with implementation delays 2) To request UNIDO to provide a status report to the 90 th meeting on implementation progress
Libya LIB/PHA/82/INV/42	HCFC phase-out management plan (stage I, second tranche) (refrigeration servicing sector)	1) To request UNIDO to report to the 90 th meeting on this project with implementation delays 2) To request UNIDO to provide a status report to the 90 th meeting on implementation progress
Libya LIB/FOA/82/PRP/41	Preparation for HCFC phase-out investment activities (stage II) (foam sector)	To request UNIDO to provide a status report to the 90 th meeting on finalisation of stage II of the HPMP and disbursement level
Libya LIB/FOA/82/PRP/43	Preparation of a HCFC phase-out management plan (stage II)	To request UNIDO to provide a status report to the 90 th meeting on finalisation of stage II of the HPMP and disbursement level
Madagascar MAG/PHA/76/INV/28	HCFC phase-out management plan (stage I, third tranche)	To request UNIDO to report to the 90 th meeting on this project with implementation delays
Mexico MEX/PHA/77/INV/183	HCFC phase-out management plan (stage II, second tranche) (refrigeration servicing sector)	To request UNIDO to report to the 90 th meeting on this project with implementation delays
Mexico MEX/REF/81/INV/04+	Conversion of commercial refrigeration manufacturing in two facilities from the use of HFC-134a and R-404A as the refrigerants to propane (R-290) and isobutane (R-600a) at Imbera	To request UNIDO to report to the 90 th meeting on this project with implementation delays
Montenegro MOG/PHA/85/INV/16	HCFC phase-out management plan (stage II, first tranche)	To request UNIDO to report to the 90 th meeting on this project with implementation delays
Mozambique MOZ/PHA/83/INV/31	HCFC phase-out management plan (stage I, third and fourth tranches)	To request UNIDO to report to the 90 th meeting on this project with implementation delays
MYA/PHA/80/INV/19	HCFC phase-out management plan (stage I, second tranche)	To request UNIDO to provide a status report to the 90 th meeting on implementation progress with an update on resumption of activities
MYA/PHA/83/PRP/20	Preparation of a HCFC phase-out management plan (stage II)	To request UNIDO to provide a status report to the 90 th meeting on finalisation of stage II of the HPMP
South Africa SOA/PHA/71/INV/06	HCFC phase-out management plan (stage I, second tranche) (refrigeration servicing, customs training and monitoring)	To request UNIDO to report to the 90 th meeting on this project with implementation delays
South Africa SOA/PHA/83/TAS/13	HCFC phase-out management plan (stage I, fourth tranche) (refrigeration servicing, custom training and monitoring)	To request UNIDO to report to the 90 th meeting on this project with implementation delays

Country/project code*	Project title	Actions
Syrian Arab Republic SYR/REF/62/INV/103	Phase-out of HCFC-22 and HCFC-141b from the manufacture of unitary air-conditioning equipment and rigid polyurethane insulation panels at Al Hafez Group	To request UNIDO to report to the 90 th meeting on this project with implementation delays
Turkmenistan TKM/PHA/86/INV/17	HCFC phase-out management plan (stage II, first tranche)	To request UNIDO to report to the 90 th meeting on this project with implementation delays
United Republic of Tanzania (the) URT/PHA/76/INV/35	HCFC phase-out management plan (stage I, second tranche)	To request UNIDO to report to the 90 th meeting on this project with implementation delays
Venezuela (Bolivarian Republic of) VEN/PHA/76/INV/134	HCFC phase-out management plan (stage II, first tranche) (technical assistance in refrigeration and air-conditioning manufacturing sector)	To request UNIDO to report to the 90 th meeting on this project with implementation delays
Venezuela (Bolivarian Republic of) VEN/PHA/76/TAS/132	HCFC phase-out management plan (stage II, first tranche) (refrigeration servicing sector)	To request UNIDO to report to the 90 th meeting on this project with implementation delays
Zambia ZAM/PHA/77/INV/33	HCFC phase-out management plan (stage I, third tranche)	To request UNIDO to report to the 90 th meeting on this project with implementation delays

Codes ending with “+” are from the additional contributions.

Annex VII

**ACTIONS ON ONGOING PROJECTS WITH OUTSTANDING ISSUES IN THE PROGRESS
REPORT FOR THE WORLD BANK**

Country/project code*	Project title	Actions
Indonesia IDS/SEV/81/TAS/01+	Enabling activities for HFC phase-down	To request the World Bank to report to the 90 th meeting on this project with implementation delays
Thailand THA/PHA/82/INV/179	HCFC phase-out management plan (stage II, first tranche) (spray foam sector)	To request the World Bank to report to the 90 th meeting on this project with implementation delays
Thailand THA/PHA/82/TAS/177	HCFC phase-out management plan (stage II, first tranche) (refrigeration servicing sector and project management unit)	To request the World Bank to report to the 90 th meeting on this project with implementation delays
Thailand THA/REF/82/INV/03+	Conversion from HFC to propane (R-290) and isobutene (R-600a) as a refrigerant in manufacturing commercial refrigeration appliances in Pattana Intercool Co. Ltd.	To request the World Bank to report to the 90 th meeting on this project with implementation delays

*Codes ending with “+” are from the additional contributions.

Annex VIII

UPDATED AGREEMENT BETWEEN THE GOVERNMENT OF MAURITANIA 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 Mauritania (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 2.14 ODP tonnes by 1 January 2025 in compliance with Montreal Protocol schedules, with the understanding that this figure can be revised one single time following two years of the implementation of this Agreement and a comprehensive survey of HCFC consumption.
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.

16. At the 88th meeting, UNDP stopped being the Cooperating IA in respect of the Country’s activities under this Agreement. This updated Agreement supersedes the Agreement reached between the Government of Mauritania and the Executive Committee at the 80th 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	C	I	6.60

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particular	2017	2018-2019	2020	2021	2022	2023-2024	2025	Total
1.1	Montreal Protocol reduction schedule of Annex C, Group I substances (ODP tonnes)	18.45	18.45	13.33	13.33	13.33	13.33	6.66	n/a
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	6.60	6.60	5.94	5.94	5.94	5.94	2.14	n/a
2.1	Lead IA (UNEP) agreed funding (US \$)	150,000	0	0	0	66,750	0	85,750	302,500
2.2	Support costs for Lead IA (US \$)	19,500	0	0	0	8,678	0	11,148	39,325
2.3	Cooperating IA (UNIDO) agreed funding (US \$)	*105,000	0	0	0	200,000	0	0	305,000
2.4	Support costs for Cooperating IA (US \$)	*7,350	0	0	0	14,000	0	0	21,350
3.1	Total agreed funding (US \$)	255,000	0	0	0	266,750	0	85,750	607,500
3.2	Total support costs (US \$)	26,850	0	0	0	22,678	0	11,148	60,675
3.3	Total agreed costs (US \$)	281,850	0	0	0	289,428	0	96,898	668,175
4.1.1	Total phase-out of HCFC-22 agreed to be achieved under this Agreement (ODP tonnes)								4.46
4.1.2	Phase-out of HCFC-22 to be achieved in previously approved projects (ODP tonnes)								0.00
4.1.3	Remaining eligible consumption for HCFC-22 (ODP tonnes)								2.14

* Funds were transferred from UNDP to UNIDO at the 88th meeting

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

2. 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
- (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. 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, on the understanding that this clause would not be applied in the case that the verified level of HCFC consumption was higher than the estimated starting point of 6.60 ODP tonnes.

Annex IX

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

Country	Views expressed by the Executive Committee
Algeria (Stage I)	Noting the delays due to external factors, and urging the Government of Algeria to work with UNIDO to expedite implementation of the second (2012) tranche of stage I so that the third and fourth (2014 and 2017) tranches could be submitted to the 90 th meeting with a revised plan of action to take into account the reallocation of the 2014 and subsequent tranches.
Argentina (Stage II)	Noting the delays due to constraints imposed by the COVID-19 pandemic and that the overall disbursement rate of the second (2019) tranche of stage II of the HPMP was below the 20 per cent disbursement threshold, and urging the Government of Argentina to work with UNIDO so that the third (2021) tranche of stage II could be submitted to the 90 th meeting with a revised plan of action to take into account the reallocation of the 2021 and subsequent tranches, on the understanding that the 20 per cent disbursement threshold for funding of the previous tranche had been achieved.
Bangladesh (Stage II)	Noting that the overall disbursement rate of the first (2018) tranche of stage II of the HPMP was below the 20 per cent disbursement threshold, and urging the Government of Bangladesh to work with UNDP so that the second (2020) tranche of stage II could be submitted to the 90 th meeting with a revised plan of action to take into account the reallocation of the 2020 and subsequent tranches, on the understanding that the 20 per cent disbursement threshold for funding of the previous tranche had been achieved.
Barbados (Stage I)	Noting that the mandatory verification of HCFC consumption targets has not been completed and that the overall disbursement rate of the third (2018) tranche of stage I of the HPMP was below the 20 per cent disbursement threshold, and urging the Government of Barbados to work with UNEP to complete the verification so that the fourth (2020) tranche of stage I of the HPMP could be submitted to the 90 th meeting with a revised plan of action to take into account the reallocation of the 2020 tranche, on the understanding that the 20 per cent disbursement threshold for funding of the previous tranche had been achieved.
Burundi (Stage I)	Noting the delays due to constraints imposed by the COVID-19 pandemic and that the mandatory verification on HCFC consumption targets had not been completed, and urging the Government of Burundi to work with UNEP to complete the verification so that the fourth (2020) tranche of stage I of the HPMP could be submitted to the 90 th meeting with a revised plan of action to take into account the reallocation of the 2020 tranche.
Congo (the) (Stage I)	Noting the delays due to the non-submission of the progress and financial reports, and urging the Government of the Congo to work with UNEP to submit the required progress and financial reports so that the fifth (2020) tranche of stage I of the HPMP could be submitted to the 90 th meeting with a revised plan of action to take into account the reallocation of the 2020 tranche.
Costa Rica (Stage II)	Noting that the overall disbursement rate of the first (2019) tranche of stage II of the HPMP was below the 20 per cent disbursement threshold, and urging the Government of Costa Rica to work with UNDP so that the second (2021) tranche could be submitted to the 90 th meeting with a revised plan of action to take into account the reallocation of the 2021 and subsequent tranches, on the understanding that the 20 per cent disbursement threshold for funding of the previous tranche had been achieved.
Côte d'Ivoire (Stage I)	Noting the delays due to the non-submission of the progress and financial reports and that the mandatory verification on HCFC consumption targets had not been completed, and urging the Government of Côte d'Ivoire to submit the required progress and financial reports and to work with UNEP to complete the verification so that the fourth (2021) tranche of stage I of the HPMP could be submitted to the 90 th meeting with a revised plan of action to take into account the reallocation of the 2021 tranche.
Dominica (Stage I)	Noting the delays due to the non-submission of the progress and financial reports and that the overall disbursement rate of the second (2019) tranche of the HPMP was below the 20 per cent disbursement threshold, and urging the Government of Dominica to submit the required progress and financial reports and to work with UNEP so that the third (2020) tranche of stage I of the HPMP could be submitted to the 90 th meeting with a revised plan of action to take into account the reallocation of the 2020 tranche, on the understanding that the 20 per cent disbursement threshold for funding of the previous tranche had been achieved.
Equatorial Guinea (Stage I)	Noting the delays due to constraints imposed by the COVID-19 pandemic and that the mandatory verification on HCFC consumption targets had not been completed, and urging the Government of Equatorial Guinea to work with UNEP to complete the verification so that the fourth (2020) tranche

Country	Views expressed by the Executive Committee
	of stage I of the HPMP could be submitted to the 90 th meeting with a revised plan of action to take into account the reallocation of the 2020 tranche.
Grenada (Stage I)	Noting the delays due to constraints imposed by the COVID-19 pandemic and that the mandatory verification on HCFC consumption targets had not been completed, and urging the Government of Grenada to work with UNEP to complete the verification so that the third (2020) tranche of stage I of the HPMP could be submitted to the 90 th meeting with a revised plan of action to take into account the reallocation of the 2020 tranche.
Guyana (Stage II)	Noting the delays due to constraints imposed by the COVID-19 pandemic and that the mandatory verification on HCFC consumption targets had not been completed, and urging the Government of Guyana to work with UNEP to complete the verification and with UNDP and UNEP so that the third (2021) tranche of stage II of the HPMP could be submitted to the 90 th meeting with a revised plan of action to take into account the reallocation of the 2021 and subsequent tranches.
Haiti (Stage I)	Noting the delays due to constraints imposed by the COVID-19 pandemic and that the mandatory verification on HCFC consumption targets had not been completed, and urging the Government of Haiti to work with UNEP to complete the verification so that the third (2018) and fourth (2020) tranches of stage I of the HPMP could be submitted to the 90 th meeting with a revised plan of action to take into account the reallocation of the 2018 and subsequent tranches.
Islamic Republic of Iran (Stage II)	Nothing the delays due constraints imposed by the COVID-19 pandemic and that the overall disbursement rate of the third (2020) tranche of the HPMP was below the 20 per cent disbursement threshold, and urging the Government of the Islamic Republic of Iran to work with the Government of Germany, UNDP and UNIDO so that the fourth (2021) tranche of stage II of the HPMP could be submitted to the 90 th meeting with a revised plan of action to take into account the reallocation of the 2021 and subsequent tranches, on the understanding that the 20 per cent disbursement threshold for funding of the previous tranche had been achieved.
Jordan (Stage II)	Nothing the delays due constraints imposed by the COVID-19 pandemic and that the overall disbursement rate of the second (2018) tranche of the HPMP was below the 20 per cent disbursement threshold, and urging the Government of Jordan to work with UNIDO and the World Bank so that the third (2021) tranche of stage II of the HPMP could be submitted to the 90 th meeting with a revised plan of action to take into account the reallocation of the 2021 tranche, on the understanding that the 20 per cent disbursement threshold for funding of the previous tranche had been achieved.
Mali (Stage I)	Noting the delays due to constraints imposed by the COVID-19 pandemic and the non-submission of the progress and financial reports, and urging the Government of Mali to work with UNEP to submit the required progress and financial reports, and with UNDP and UNEP so that the fifth (2020) tranche could be submitted to the 90 th meeting with a revised plan of action to take into account the reallocation of the 2020 tranche.
Mexico (Stage II)	Noting that the fourth (2020) tranche of stage II of the HPMP submitted to the 88 th meeting had been withdrawn because the overall disbursement rate of the third (2018) tranche of the HPMP was below the 20 per cent disbursement threshold, and urging the Government of Mexico to work with UNIDO to expedite implementation of the third (2018) tranche of stage II and with UNEP and UNIDO so that the fourth (2020) tranche of stage II could be submitted to the 90 th meeting with a revised plan of action to take into account the reallocation of the 2020 and subsequent tranches, on the understanding that the 20 per cent disbursement threshold for funding of the previous tranche had been achieved and that the issue of application of the tax exemption to all equipment provided under the Multilateral Fund had been resolved.
Mozambique	Noting that the fifth (2020) tranche of stage I of the HPMP submitted to the 88 th meeting had been withdrawn because the disbursement rates of the third (2016) and fourth (2018) tranches were below the 20 per cent disbursement threshold, and urging the Government of Mozambique to work with UNEP to expedite implementation of the third (2016) and fourth (2018) tranches of stage I so that the fifth (2020) tranche could be submitted to the 90 th meeting with a revised plan of action to take into account the reallocation of the 2020 tranche, on the understanding that the 20 per cent disbursement threshold for funding of the previous tranches had been achieved.
Saint Kitts and Nevis (Stage I)	Noting the delays due to the non-submission of the progress and financial reports and that the mandatory verification on HCFC consumption targets had not been completed, and urging the Government of Saint Kitts and Nevis to submit the required progress and financial reports and to work with UNEP to complete the verification so that the third (2020) tranche of stage I of the HPMP could be submitted to the 90 th meeting with a revised plan of action to take into account the reallocation of the 2020 tranche.
South Africa (Stage I)	Noting the delays due to constraints imposed by the COVID-19 pandemic and that the overall disbursement rate of the fourth (2016) tranche of stage I of the HPMP was below the 20 per cent

Country	Views expressed by the Executive Committee
	disbursement threshold, and urging the Government of South Africa to work with UNIDO so that the fifth (2018) tranche of stage I could be submitted to the 90 th meeting with a revised plan of action to take into account the reallocation of the 2018 tranche, on the understanding that the 20 per cent disbursement threshold for funding of the previous tranche had been achieved.
South Sudan (Stage I)	Noting the delays due to the constraints imposed by the COVID-19 pandemic, the delay in endorsements of decisions by the Government due to the political instability, and that the overall disbursement rate of the first (2016) tranche of stage I of the HPMP was below the 20 per cent disbursement threshold, and urging the Government of South Sudan to work with UNDP and UNEP so that the second (2018) and the third (2020) tranches of stage I could be submitted to the 90 th meeting with a revised plan of action to take into account the reallocation of the 2018 and subsequent tranches, on the understanding that the 20 per cent disbursement threshold for funding of the previous tranche had been achieved.
Suriname (Stage I)	Noting the delays due to the constraints imposed by the COVID-19 pandemic and that the mandatory verification on HCFC consumption targets had not been completed, and urging the Government of Suriname to work with UNEP to complete the verification and with UNEP and UNIDO so that the fourth (2020) tranche of stage I of the HPMP could be submitted to the 90 th meeting with a revised plan of action to take into account the reallocation of the 2020 tranche.
Thailand (Stage II)	Noting that the overall disbursement rate of the first (2018) tranche of stage II of the HPMP was below the 20 per cent disbursement threshold, and urging the Government of Thailand to work with the World Bank so that the second (2020) tranche of stage II could be submitted to the 90 th meeting with a revised plan of action to take into account the reallocation of the 2020 tranche, on the understanding that the 20 per cent disbursement threshold for funding of the previous tranche had been achieved.
Venezuela (Bolivarian Republic of) (Stage II)	Noting that the second (2019) tranche of stage II of the HPMP submitted to the 88 th meeting had been withdrawn because of the low level of implementation of activities initiated for the first tranche, and urging the Government of the Bolivarian Republic of Venezuela to work with UNIDO to expedite implementation of the first (2016) tranche of stage II so that the second (2019) tranche could be submitted to the 91 st meeting with a revised plan of action to take into account the reallocation of the 2019 and subsequent tranches, on the understanding that a significant level of implementation of activities funded under the first tranche and additional disbursement over the remaining fund balance have been achieved.

Annex X

PERFORMANCE INDICATORS FOR UNDP FOR 2022

Type of indicator	Short title	Calculation	2022 target
Planning--Approval	Tranches approved	Number of tranches approved vs. those planned*	15
Planning--Approval	Projects/activities approved	Number of projects/activities approved vs. those planned (including project preparation activities)**	20
Implementation	Funds disbursed	Based on estimated disbursement in progress report	US \$22,523,448
Implementation	ODS phase-out	ODS phase-out for the tranche when the next tranche is approved vs. those planned per business plans*	256.33 ODP tonnes
Implementation	Project completion for activities	Project completion vs. planned in progress reports for all activities (excluding project preparation)	40
Administrative	Speed of financial completion	The extent to which projects are financially completed 12 months after project completion	70%
Administrative	Timely submission of project completion reports	Timely submission of project completion reports vs. those agreed	On time (6)
Administrative	Timely submission of progress reports	Timely submission of progress reports and business plans and responses unless otherwise agreed	On time

* The target of an agency would be reduced if it could not submit a tranche owing to another lead or cooperating 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 XI

PERFORMANCE INDICATORS FOR UNEP FOR 2022

Type of indicator	Short title	Calculation	2022 target
Planning-- Approval	Tranches approved	Number of tranches approved vs. those planned*	54
Planning-- Approval	Projects/activities approved	Number of projects/activities approved vs. those planned (including project preparation activities)**	100
Implementation	Funds disbursed	Based on estimated disbursement in progress report	US \$21,629,928
Implementation	ODS phase-out	ODS phase-out for the tranche when the next tranche is approved vs. those planned per business plans*	93.6 ODP tonnes
Implementation	Project completion for activities	Project completion vs. planned in progress reports for all activities (excluding project preparation)	91
Administrative	Speed of financial completion	The extent to which projects are financially completed 12 months after project completion	14 months
Administrative	Timely submission of project completion reports	Timely submission of project completion reports vs. those agreed	On time (14)
Administrative	Timely submission of progress reports	Timely submission of progress reports and business plans and responses unless otherwise agreed	On time

* 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) FOR 2022**

Performance Indicator	Data	Assessment	2022 target
Efficient follow-up to regional network/ thematic meetings	List of recommendations emanating from 2018-2019 regional network/thematic meetings	Implementation rate of those meeting recommendations that are to be implemented in 2020	90% implementation rate
Effective support to National Ozone Units (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 support.
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 on 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	Suspended during the COVID-19 pandemic due to UN and national travel restrictions

Annex XII

PERFORMANCE INDICATORS FOR UNIDO FOR 2022

Type of indicator	Short title	Calculation	2022 target
Planning--Approval	Tranches approved	Number of tranches approved vs. those planned*	48
Planning--Approval	Projects/activities approved	Number of projects/activities approved vs. those planned (including project preparation activities)**	29
Implementation	Funds disbursed	Based on estimated disbursement in progress report	US \$26,753,292
Implementation	ODS phase-out	ODS phase-out for the tranche when the next tranche is approved vs. those planned per business plans*	372.5 ODP tonnes
Implementation	Project completion for activities	Project completion vs. planned in progress reports for all activities (excluding project preparation)	42
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 (10)
Administrative	Timely submission of progress reports	Timely submission of progress reports and business plans and responses unless otherwise agreed	On time

* 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 XIII

PERFORMANCE INDICATORS FOR THE WORLD BANK FOR 2022

Type of indicator	Short title	Calculation	2022 target
Planning-- Approval	Tranches approved	Number of tranches approved vs. those planned*	4
Planning-- Approval	Projects/activities approved	Number of projects/activities approved vs. those planned (including project preparation activities)**	4
Implementation	Funds disbursed	Based on estimated disbursement in progress report	US \$5,060,187
Implementation	ODS phase-out	ODS phase-out for the tranche when the next tranche is approved vs. those planned per business plans*	5,362.5 ODP tonnes
Implementation	Project completion for activities	Project completion vs. planned in progress reports for all activities (excluding project preparation)	4
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 (10)
Administrative	Timely submission of progress reports	Timely submission of progress reports and business plans and responses unless otherwise agreed	On time

* 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.

List of projects and activities approved for funding

UNEP/OzL.Pro/ExCom/88/IAP/3
Annex XIV

Project Title	Agency	ODP/Metric (tonnes)*	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
ALBANIA						
PHASE-OUT PLAN						
HCFC phase out plan						
Verification report on the implementation of stage II of the HCFC phase-out management plan <i>Approved on the understanding that the verification report should be submitted at least 10 weeks prior to the applicable Executive Committee meeting where the next funding tranche for the HPMP is being sought.</i>	UNIDO		\$30,000	\$2,700	\$32,700	
SEVERAL						
Ozone unit support						
Renewal of institutional strengthening project (phase X: 7/2022-6/2024)	UNEP		\$139,776	\$0	\$139,776	
Total for Albania			\$169,776	\$2,700	\$172,476	
ANGOLA						
PHASE-OUT PLAN						
HCFC phase out plan						
HCFC phase-out management plan (stage II, second tranche)	UNDP	5.2	\$363,600	\$25,452	\$389,052	
HFC phase down plan						
Preparation of Kigali HFC implementation plan	UNDP		\$170,000	\$11,900	\$181,900	
Total for Angola			\$533,600	\$37,352	\$570,952	
ARGENTINA						
PHASE-OUT PLAN						
HFC phase down plan						
Preparation of Kigali HFC implementation plan	UNIDO		\$220,000	\$15,400	\$235,400	
Total for Argentina			\$220,000	\$15,400	\$235,400	
BAHAMAS						
PHASE-OUT PLAN						
HCFC phase out plan						
HCFC phase-out management plan (stage I, fourth tranche) <i>Approved, on an exceptional basis, the extension of the date of completion of stage I of the HPMP for the Bahamas to 30 June 2023, given delay in implementing phase out activities due to the COVID-19 pandemic, and noting that no further extension of project implementation would be requested. Requested the Government of the Bahamas, UNEP and UNIDO to submit the project completion report to the second meeting of the Executive Committee in 2023, and return the remaining balances by 31 December 2023.</i>	UNEP		\$30,975	\$4,026	\$35,001	

List of projects and activities approved for funding

UNEP/OzL.Pro/ExCom/88/IAP/3
Annex XIV

Project Title	Agency	ODP/Metric (tonnes)*	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
Total for Bahamas			\$30,975	\$4,026	\$35,001	

BAHRAIN

PHASE-OUT PLAN

HCFC phase out plan

HCFC phase-out management plan (stage II, first tranche) (servicing sector)	UNEP	13.7	\$200,500	\$26,065	\$226,565	
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Approved in accordance with the Agreement between the Government and the Executive Committee for the period from 2021-2025 to reduce HCFC consumption by 73.5 per cent of the country's baseline. Noted the commitment of the Government to reduce HCFC consumption by 41.3 per cent of the country's baseline by 2022, 42.2 per cent by 2023, 43.2 per cent by 2024 and 73.5 per cent by 2025; and to ban the import and use of HCFC-141b contained in pre-blended polyols, and the import and manufacturing of HCFC-22-based air-conditioning equipment, by 1 January 2025. Deducted 40.61 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding.

HCFC phase-out management plan (stage II, first tranche) (commercial refrigeration foam and spray foam sector - umbrella project)	UNIDO	10.1	\$116,999	\$8,190	\$125,189	
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Approved in accordance with the Agreement between the Government and the Executive Committee for the period from 2021-2025 to reduce HCFC consumption by 73.5 per cent of the country's baseline. Noted the commitment of the Government to reduce HCFC consumption by 41.3 per cent of the country's baseline by 2022, 42.2 per cent by 2023, 43.2 per cent by 2024 and 73.5 per cent by 2025; and to ban the import and use of HCFC-141b contained in pre-blended polyols, and the import and manufacturing of HCFC-22-based air-conditioning equipment, by 1 January 2025. Deducted 40.61 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding.

HCFC phase-out management plan (stage II, first tranche) (servicing sector)	UNIDO	5.9	\$87,000	\$6,090	\$93,090	
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Approved in accordance with the Agreement between the Government and the Executive Committee for the period from 2021-2025 to reduce HCFC consumption by 73.5 per cent of the country's baseline. Noted the commitment of the Government to reduce HCFC consumption by 41.3 per cent of the country's baseline by 2022, 42.2 per cent by 2023, 43.2 per cent by 2024 and 73.5 per cent by 2025; and to ban the import and use of HCFC-141b contained in pre-blended polyols, and the import and manufacturing of HCFC-22-based air-conditioning equipment, by 1 January 2025. Deducted 40.61 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding.

List of projects and activities approved for funding

UNEP/OzL.Pro/ExCom/88/IAP/3
Annex XIV

Project Title	Agency	ODP/Metric (tonnes)*	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
HCFC phase-out management plan (stage II, first tranche) (PMU)	UNEP		\$49,000	\$6,370	\$55,370	
<i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period from 2021-2025 to reduce HCFC consumption by 73.5 per cent of the country's baseline. Noted the commitment of the Government to reduce HCFC consumption by 41.3 per cent of the country's baseline by 2022, 42.2 per cent by 2023, 43.2 per cent by 2024 and 73.5 per cent by 2025; and to ban the import and use of HCFC-141b contained in pre-blended polyols, and the import and manufacturing of HCFC-22-based air-conditioning equipment, by 1 January 2025. Deducted 40.61 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding.</i>						
Total for Bahrain		29.7	\$453,499	\$46,715	\$500,214	
BANGLADESH						
SEVERAL						
Ozone unit support						
Renewal of the institutional strengthening project (phase X: 12/2021-11/2023)	UNDP		\$166,400	\$11,648	\$178,048	
Total for Bangladesh			\$166,400	\$11,648	\$178,048	
BENIN						
SEVERAL						
Ozone unit support						
Renewal of institutional strengthening project (phase XII: 1/2022-12/2023)	UNEP		\$85,000	\$0	\$85,000	
Total for Benin			\$85,000		\$85,000	
BHUTAN						
SEVERAL						
Ozone unit support						
Extension of institutional strengthening project (phase IX: 7/2022-6/2024)	UNEP		\$85,000	\$0	\$85,000	
Total for Bhutan			\$85,000		\$85,000	
BOTSWANA						
PHASE-OUT PLAN						
HCFC phase out plan						
Verification report on the implementation of stage II of the HCFC phase-out management plan	UNEP		\$30,000	\$3,900	\$33,900	
<i>Approved on the understanding that the verification report should be submitted at least 10 weeks prior to the applicable Executive Committee meeting where the next funding tranche for the HPMP is being sought.</i>						
Total for Botswana			\$30,000	\$3,900	\$33,900	

List of projects and activities approved for funding

UNEP/OzL.Pro/ExCom/88/IAP/3
Annex XIV

Project Title	Agency	ODP/Metric (tonnes)*	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
BRAZIL						
PHASE-OUT PLAN						
HCFC phase out plan						
HCFC phase-out management plan (stage II, fifth tranche) (refrigeration servicing sector)	Germany	17.2	\$1,500,000	\$166,941	\$1,666,941	
<i>Noted that the Fund Secretariat has updated the Agreement between the Government of Brazil and the Executive Committee, specifically: Appendix 2-A, based on the redistribution of funding tranches for 2021 and 2022, and paragraph 16, modified to indicate that the updated Agreement supersedes that reached at the 86th meeting.</i>						
HCFC phase-out management plan (stage II, fifth tranche) (commercial refrigeration and air-conditioning sector)	UNIDO		\$116,000	\$8,120	\$124,120	
<i>Noted that UNIDO would return to the 90th meeting US \$202,100 plus agency support costs of US \$14,147 associated with the enterprise Freeart Seral that phased out 0.93 ODP tonnes of HCFC-22 without Multilateral Fund assistance; and that the Fund Secretariat has updated the Agreement between the Government of Brazil and the Executive Committee, specifically: Appendix 2-A, based on the redistribution of funding tranches for 2021 and 2022, and paragraph 16, modified to indicate that the updated Agreement supersedes that reached at the 86th meeting. Requested UNIDO to report at the 90th meeting the status of three small- and medium-sized enterprises that may have stopped using HCFC-22 without Multilateral Fund assistance, on the understanding that the funds associated with these enterprises would be returned to the Fund unless UNIDO identified additional enterprises that are eligible for funding and have not been assisted under stage I or stage II of the HPMP, and to which those funds could be reallocated.</i>						
HCFC phase-out management plan (stage II, fifth tranche) (foam sector)	UNDP	28.6	\$1,400,000	\$98,000	\$1,498,000	
<i>Noted that the Fund Secretariat has updated the Agreement between the Government of Brazil and the Executive Committee, specifically: Appendix 2-A, based on the redistribution of funding tranches for 2021 and 2022, and paragraph 16, modified to indicate that the updated Agreement supersedes that reached at the 86th meeting. Requested UNDP to continue assisting the Government of Brazil in securing the supply of alternative technologies with low-GWP to the systems house U-Tech, on the understanding that any incremental operational costs related to the conversion of froth system applications would not be paid under stage II until the technology originally selected or another technology with low-GWP had been fully introduced, and to provide, at each meeting until the technology originally selected or another technology with low-GWP had been fully introduced, a report on the status of the conversion, along with an update from the suppliers on the progress made towards ensuring that the selected technologies, including associated components, were available on a commercial basis in the country; and to include in the progress report associated with the request of the sixth tranche of stage II of the HPMP, an update on the availability of HFC 365mfc/HFC-227ea and HFOs in the PU foam sector and an indication of how this issue is affecting the completion of the conversions of enterprises in the PU foam sector.</i>						

List of projects and activities approved for funding

UNEP/OzL.Pro/ExCom/88/IAP/3
Annex XIV

Project Title	Agency	ODP/Metric (tonnes)*	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
Preparation of HCFC phase-out management plan (stage III) (Overarching)	UNDP		\$40,000	\$2,800	\$42,800	
Preparation of HCFC phase-out management plan (stage III) (Overarching)	UNIDO		\$25,000	\$1,750	\$26,750	
Preparation of HCFC phase-out management plan (stage III) (Overarching)	Germany		\$25,000	\$3,250	\$28,250	
	Total for Brazil	45.8	\$3,106,000	\$280,861	\$3,386,861	
CAMBODIA						
PHASE-OUT PLAN						
HFC phase down plan						
Preparation of Kigali HFC implementation plan	UNEP		\$135,000	\$17,550	\$152,550	
Preparation of Kigali HFC implementation plan	UNDP		\$35,000	\$2,450	\$37,450	
	Total for Cambodia		\$170,000	\$20,000	\$190,000	
CAMEROON						
PHASE-OUT PLAN						
HCFC phase out plan						
HCFC phase-out management plan (stage II, second tranche) <i>Approved, on the understanding that information on the implementation of the end-user programme would be included in the progress report to be submitted when requesting the third tranche of stage II of the HPMP; and If Cameroon were to proceed with retrofits and associated servicing to use flammable substances in refrigeration and air-conditioning equipment originally designed for non-flammable substances, the country would do so assuming all associated responsibilities and risk and only in accordance with the relevant standards and protocols.</i>	UNIDO	7.9	\$786,750	\$55,073	\$841,823	
HFC phase down plan						
Preparation of Kigali HFC implementation plan	UNIDO		\$190,000	\$13,300	\$203,300	
SEVERAL						
Ozone unit support						
Extension of institutional strengthening project (phase XIII: 1/2022-12/2023)	UNEP		\$178,601	\$0	\$178,601	
	Total for Cameroon	7.9	\$1,155,351	\$68,373	\$1,223,724	

List of projects and activities approved for funding

UNEP/OzL.Pro/ExCom/88/IAP/3
Annex XIV

Project Title	Agency	ODP/Metric (tonnes)*	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
CAPE VERDE						
PHASE-OUT PLAN						
HCFC phase out plan						
HCFC phase-out management plan (stage II, first tranche)	UNEP		\$173,000	\$22,490	\$195,490	
<p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period from 2021-2030 for the complete phase-out of HCFC consumption, on the understanding that no more funding from the Multilateral Fund would be provided for the phase-out of HCFCs. Noted the commitment of the Government to reduce HCFC consumption by 96 per cent of the country's baseline by 2022, 98 per cent by 2025 and to phase out HCFCs completely by 1 January 2030, and to ban HCFC imports after that date, except for those allowed for a servicing tail between 2030 and 2040 where required, consistent with the provisions of the Montreal Protocol; to ban the import of HCFC-based equipment by 1 January 2025, and to ban flushing with HCFCs by 1 January 2023. Deducted 0.16 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding. To allow for consideration of the final tranche of its HPMP, the Government should submit a detailed description of the regulatory and policy framework in place to implement measures to ensure that HCFC consumption was in compliance with paragraph 8 ter(e)(i) of Article 5 of the Montreal Protocol for the period 2030-2040; and the expected annual HCFC consumption for the period 2030-2040.</i></p>						
Total for Cape Verde			\$173,000	\$22,490	\$195,490	
CHILE						
PHASE-OUT PLAN						
HCFC phase out plan						
HCFC phase-out management plan (stage III, first tranche)	UNEP	1.2	\$115,000	\$14,950	\$129,950	
<p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2021-2030 for the complete phase-out of HCFC consumption, on the understanding that no more funding from the Multilateral Fund would be provided for the phase-out of HCFCs. Noted the commitment of the Government to reduce HCFC consumption by 97.5 per cent of the country's baseline by 2028 and completely phase out HCFCs by 1 January 2030, after which date HCFCs would not be imported, except for those allowed for a servicing tail between 2030 and 2040 where required, consistent with the provisions of the Montreal Protocol. Deducted 15.98 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding. To allow for consideration of the final tranche of its HPMP, the Government should submit a detailed description of the regulatory and policy framework in place to implement measures to ensure that HCFC consumption was in compliance with paragraph 8 ter(e)(i) of Article 5 of the Montreal Protocol for the 2030-2040 period, and if Chile were intending to have consumption during the 2030-2040 period, in line with paragraph 8 ter(e)(i) of Article 5 of the Montreal Protocol, the proposed modifications to the Agreement covering the period beyond 2030.</i></p>						

* HCFC in ODP tonnes. HFC in metric tonnes

List of projects and activities approved for funding

UNEP/OzL.Pro/ExCom/88/IAP/3
Annex XIV

Project Title	Agency	ODP/Metric (tonnes)*	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
HCFC phase-out management plan (stage III, first tranche) <i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2021-2030 for the complete phase-out of HCFC consumption, on the understanding that no more funding from the Multilateral Fund would be provided for the phase-out of HCFCs. Noted the commitment of the Government to reduce HCFC consumption by 97.5 per cent of the country's baseline by 2028 and completely phase out HCFCs by 1 January 2030, after which date HCFCs would not be imported, except for those allowed for a servicing tail between 2030 and 2040 where required, consistent with the provisions of the Montreal Protocol. Deducted 15.98 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding. To allow for consideration of the final tranche of its HPMP, the Government should submit a detailed description of the regulatory and policy framework in place to implement measures to ensure that HCFC consumption was in compliance with paragraph 8 ter(e)(i) of Article 5 of the Montreal Protocol for the 2030-2040 period, and if Chile were intending to have consumption during the 2030-2040 period, in line with paragraph 8 ter(e)(i) of Article 5 of the Montreal Protocol, the proposed modifications to the Agreement covering the period beyond 2030.</i>	UNIDO	3.4	\$297,000	\$20,790	\$317,790	
HFC phase down plan						
Preparation of Kigali HFC implementation plan	UNDP		\$170,000	\$11,900	\$181,900	
Preparation of Kigali HFC implementation plan	UNEP		\$20,000	\$2,600	\$22,600	
	Total for Chile	4.7	\$602,000	\$50,240	\$652,240	
CHINA						
PHASE-OUT PLAN						
HCFC phase out plan						
HCFC phase-out management plan (stage II, fourth tranche) (Servicing sector plan and enabling programme)	Germany		\$600,000	\$71,122	\$671,122	
HCFC phase-out management plan (stage II, third tranche) (Room air-conditioning manufacturing and heat pump water heaters sector plan)	Austria	27.3	\$350,000	\$41,833	\$391,833	
HCFC phase-out management plan (stage II, third tranche) (Room air-conditioning manufacturing and heat pump water heaters sector plan)	UNIDO	618.3	\$4,150,000	\$290,500	\$4,440,500	
HCFC phase-out management plan (stage II, fourth tranche) (Servicing sector plan and enabling programme)	UNEP		\$1,160,000	\$127,291	\$1,287,291	
HCFC phase-out management plan (stage II, fourth tranche) (Solvent sector plan)	UNDP		\$2,500,000	\$175,000	\$2,675,000	
HCFC phase-out management plan (stage II, third tranche) (polyurethane foam sector plan)	IBRD	1,887.3	\$4,000,000	\$280,000	\$4,280,000	

* HCFC in ODP tonnes. HFC in metric tonnes

List of projects and activities approved for funding

UNEP/OzL.Pro/ExCom/88/IAP/3
Annex XIV

Project Title	Agency	ODP/Metric (tonnes)*	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
HCFC phase-out management plan (stage II, fourth tranche) (Industrial and commercial refrigeration and air-conditioning (ICR) sector plan) <i>The Government of China and UNDP were requested to submit a report on disbursement of incremental operating cost in stage I of the ICR sector plan to the 90th meeting.</i>	UNDP	240.3	\$9,000,000	\$630,000	\$9,630,000	
HCFC phase-out management plan (stage II, fourth tranche) (Servicing sector plan and enabling programme)	Japan	8.7	\$240,000	\$31,200	\$271,200	
HCFC phase-out management plan (stage II, fourth tranche) (extruded polystyrene foam sector plan)	UNIDO		\$4,400,000	\$308,000	\$4,708,000	
HCFC phase-out management plan (stage II, fourth tranche) (extruded polystyrene foam sector plan)	Germany	38.6	\$600,000	\$73,535	\$673,535	
	Total for China	2,820.5	\$27,000,000	\$2,028,481	\$29,028,481	

COLOMBIA

PHASE-OUT PLAN

HCFC phase out plan

HCFC phase-out management plan (stage II, fourth tranche) <i>Approved on the understanding that UNDP would provide to the 90th meeting confirmation of the finalization of the draft Act described in document UNEP/OzL.Pro/ExCom/88/44 and the entry into force of the bans on the use of HCFC-141b in the fire protection sector, for all uses of HCFC-141b pure and contained in pre-blended polyols, and on the manufacture and import of HCFC-based refrigeration and air-conditioning equipment. The Government of Colombia, UNDP, UNEP and the Government of Germany are requested to submit a progress report on the implementation of the work programme associated with the final tranche as part of the request for the second tranche of stage III of the HPMP.</i>	UNDP		\$257,134	\$17,999	\$275,133	
HCFC phase-out management plan (stage II, fourth tranche) <i>The Government of Colombia, UNDP, UNEP and the Government of Germany are requested to submit a progress report on the implementation of the work programme associated with the final tranche as part of the request for the second tranche of stage III of the HPMP.</i>	UNEP		\$25,000	\$3,250	\$28,250	
HCFC phase-out management plan (stage II, fourth tranche) <i>The Government of Colombia, UNDP, UNEP and the Government of Germany are requested to submit a progress report on the implementation of the work programme associated with the final tranche as part of the request for the second tranche of stage III of the HPMP.</i>	Germany		\$54,300	\$6,973	\$61,273	

List of projects and activities approved for funding

UNEP/OzL.Pro/ExCom/88/IAP/3
Annex XIV

Project Title	Agency	ODP/Metric (tonnes)*	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
HCFC phase-out management plan (stage III, first tranche) <i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2021-2030 for the complete phase-out of HCFC consumption, on the understanding that no more funding from the Multilateral Fund would be provided for the phase-out of HCFCs. Noted the commitment of the Government to reduce HCFC consumption by 81 per cent by 1 January 2022, 87 per cent by 1 January 2024, and 94 per cent by 1 January 2028; and to completely phase out HCFCs by 1 January 2030 and to ban the import of HCFCs by 1 January 2030, except for those allowed for a servicing tail between 2030 and 2040, where required, consistent with the provisions of the Montreal Protocol. Deducted 23.59 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding. To allow for consideration of the final tranche of its HPMP, the Government should submit a detailed description of the regulatory and policy framework in place to implement measures to ensure that HCFC consumption was in compliance with paragraph 8 ter(e)(i) of Article 5 of the Montreal Protocol for the 2030-2040 period; and if Colombia were intending to have consumption during the 2030-2040 period, in line with paragraph 8 ter(e)(i) of Article 5 of the Montreal Protocol, the proposed modifications to the Agreement covering the period beyond 2030.</i>	UNDP	4.6	\$409,000	\$28,630	\$437,630	
HFC phase down plan						
Preparation of Kigali HFC implementation plan	Germany		\$70,000	\$9,100	\$79,100	
SEVERAL						
Ozone unit support						
Extension of institutional strengthening project (phase XIII: 12/2021-11/2023)	UNDP		\$352,768	\$24,694	\$377,462	
	Total for Colombia	4.6	\$1,168,202	\$90,646	\$1,258,848	
COMOROS						
SEVERAL						
Ozone unit support						
Extension of the institutional strengthening project (phase XII: 1/2022-12/2023)	UNEP		\$85,000	\$0	\$85,000	
	Total for Comoros		\$85,000		\$85,000	

List of projects and activities approved for funding

UNEP/OzL.Pro/ExCom/88/IAP/3
Annex XIV

Project Title	Agency	ODP/Metric (tonnes)*	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
CONGO, DR						
PHASE-OUT PLAN						
HCFC phase out plan						
HCFC phase-out management plan (stage II, first tranche)	UNEP	1.4	\$140,000	\$17,733	\$157,733	
<p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2021-2030 for the complete phase-out of HCFC consumption, on the understanding that no more funding from the Multilateral Fund would be provided for the phase-out of HCFCs. Noted the commitment of the Government to phase out HCFCs completely by 1 January 2030 and to ban the import of HCFCs by 1 January 2030, except for those allowed for a servicing tail between 2030 and 2040, where required, consistent with the provisions of the Montreal Protocol; to issue a ban on the import of HCFC-based equipment by 1 January 2024; and to establish regulatory measures to control the intended emissions of refrigerant during installation, servicing and decommissioning by 1 January 2024. Deducted 11.20 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding. To allow for consideration of the final tranche of its HPMP, the Government should submit a detailed description of the regulatory and policy framework in place to implement measures to ensure that HCFC consumption was in compliance with paragraph 8 ter(e)(i) of Article 5 of the Montreal Protocol for the 2030-2040 period; and the expected annual HCFC consumption for the 2030-2040 period. Approved on the understanding that UNDP will include in the progress report associated with the implementation of the first tranche of stage II of the HPMP, the result of the feasibility study for the establishment of the recovery and reclaiming system, including the business model, the expected amounts of refrigerant to be recovered, and an indication of the most suitable institution to operate the reclaiming centres.</i></p>						

List of projects and activities approved for funding

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Annex XIV

Project Title	Agency	ODP/Metric (tonnes)*	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
CUBA						
PHASE-OUT PLAN						
HCFC phase out plan						
Verification report on the implementation of stage I of the HCFC phase-out management plan <i>Approved on the understanding that the verification report should be submitted at least 10 weeks prior to the applicable Executive Committee meeting where the next funding tranche for the HPMP is being sought.</i>	UNDP		\$30,000	\$2,700	\$32,700	
Total for Cuba			\$30,000	\$2,700	\$32,700	
DJIBOUTI						
PHASE-OUT PLAN						
HCFC phase out plan						
HCFC phase-out management plan (stage I, fourth tranche) <i>Extended, on an exceptional basis, the date of completion of stage I of the HPMP for Djibouti to 31 December 2022 given delay in implementing phase-out activities due to the COVID 19 pandemic, on the understanding that no further extension would be requested.</i>	UNEP		\$21,000	\$2,730	\$23,730	
Verification report on the implementation of stage II of the HCFC phase-out management plan <i>Approved on the understanding that the verification report should be submitted at least 10 weeks prior to the applicable Executive Committee meeting where the next funding tranche for the HPMP is being sought.</i>	UNEP		\$30,000	\$3,900	\$33,900	
Total for Djibouti			\$51,000	\$6,630	\$57,630	
EGYPT						
PHASE-OUT PLAN						
HCFC phase out plan						
HCFC phase-out management plan (stage II, third tranche) (residential air-conditioning manufacturing sector) <i>Noted that UNIDO would present as part of the submission of the fourth tranche in 2023 the results of the risk assessment and market acceptance studies for the residential AC manufacturing sector, a comprehensive regulatory framework to ensure the uptake of the agreed low-GWP technology, and, if considered feasible by the Government, a more rapid timeline for the transition of the residential AC manufacturing enterprises to exclusively manufacture low-GWP equipment for the local market than that indicated in Table 3 of document ExCom/88/47; proposed policy measures to ensure the sustainability of the conversion to low-GWP alternatives in the commercial AC manufacturing sector; and an update on the status of the ban on imports of R-406A, used to service CFC-12-based equipment.</i>	UNIDO	21.9	\$3,659,196	\$256,144	\$3,915,340	
HCFC phase-out management plan (stage II, third tranche) (refrigeration servicing sector)	UNEP	3.0	\$260,000	\$31,064	\$291,064	

* HCFC in ODP tonnes. HFC in metric tonnes

List of projects and activities approved for funding

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Project Title	Agency	ODP/Metric (tonnes)*	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
HCFC phase-out management plan (stage II, third tranche) (extruded polystyrene foam sector)	UNDP	25.6	\$816,620	\$57,163	\$873,783	
HCFC phase-out management plan (stage II, third tranche) (refrigeration servicing sector and project management unit)	UNIDO		\$745,000	\$52,150	\$797,150	
HCFC phase-out management plan (stage II, third tranche) (enabling activities in the refrigeration and air-conditioning sector)	UNIDO		\$260,000	\$18,200	\$278,200	
<i>Noted that UNIDO would present as part of the submission of the fourth tranche in 2023 the results of the risk assessment and market acceptance studies for the residential AC manufacturing sector, a comprehensive regulatory framework to ensure the uptake of the agreed low-GWP technology, and, if considered feasible by the Government, a more rapid timeline for the transition of the residential AC manufacturing enterprises to exclusively manufacture low-GWP equipment for the local market than that indicated in Table 3 of document ExCom/88/47; proposed policy measures to ensure the sustainability of the conversion to low-GWP alternatives in the commercial AC manufacturing sector; and an update on the status of the ban on imports of R-406A, used to service CFC-12-based equipment.</i>						
Total for Egypt		50.5	\$5,740,816	\$414,721	\$6,155,537	
EL SALVADOR						
PHASE-OUT PLAN						
HFC phase down plan						
Preparation of Kigali HFC implementation plan	UNDP		\$170,000	\$11,900	\$181,900	
Total for El Salvador			\$170,000	\$11,900	\$181,900	

Project Title	Agency	ODP/Metric (tonnes)*	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
ETHIOPIA						
PHASE-OUT PLAN						
HCFC phase out plan						
HCFC phase-out management plan (stage II, first tranche)	UNEP		\$137,000	\$17,810	\$154,810	
<p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2021-2030 for the complete phase-out of HCFC consumption, on the understanding that no more funding from the Multilateral Fund would be provided for the phase-out of HCFCs. Noted the commitment of the Government to completely phase out HCFCs by 1 January 2030 and that HCFCs would not be imported after that date, except for those allowed for a servicing tail between 2030 and 2040, where required, consistent with the provisions of the Montreal Protocol; to ban the import of HCFC-based equipment by 1 January 2024; and to establish regulatory measures to control intended emissions of HCFCs during installation, servicing and decommissioning by 1 January 2024. Deducted 3.58 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding. To allow for consideration of the final tranche of its HPMP, the Government should submit a detailed description of the regulatory and policy framework in place to implement measures to ensure that HCFC consumption was in compliance with paragraph 8 ter(e)(i) of Article 5 of the Montreal Protocol for the 2030-2040 period; and the expected annual HCFC consumption for the 2030-2040 period. Approved, on the understanding that the Treasurer would transfer the funding to UNEP and UNIDO only upon confirmation by the Secretariat that the equipment had been delivered and the disbursement from UNIDO under stage I of the HPMP specified in decision 85/22(a) had been achieved.</i></p>						
HCFC phase-out management plan (stage II, first tranche)	UNIDO		\$60,000	\$5,400	\$65,400	
<p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2021-2030 for the complete phase-out of HCFC consumption, on the understanding that no more funding from the Multilateral Fund would be provided for the phase-out of HCFCs. Noted the commitment of the Government to completely phase out HCFCs by 1 January 2030 and that HCFCs would not be imported after that date, except for those allowed for a servicing tail between 2030 and 2040, where required, consistent with the provisions of the Montreal Protocol; to ban the import of HCFC-based equipment by 1 January 2024; and to establish regulatory measures to control intended emissions of HCFCs during installation, servicing and decommissioning by 1 January 2024. Deducted 3.58 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding. To allow for consideration of the final tranche of its HPMP, the Government should submit a detailed description of the regulatory and policy framework in place to implement measures to ensure that HCFC consumption was in compliance with paragraph 8 ter(e)(i) of Article 5 of the Montreal Protocol for the 2030-2040 period; and the expected annual HCFC consumption for the 2030-2040 period. Approved, on the understanding that the Treasurer would transfer the funding to UNEP and UNIDO only upon confirmation by the Secretariat that the equipment had been delivered and the disbursement from UNIDO under stage I of the HPMP specified in decision 85/22(a) had been achieved.</i></p>						

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Project Title	Agency	ODP/Metric (tonnes)*	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
Total for Ethiopia			\$197,000	\$23,210	\$220,210	
FIJI						
PHASE-OUT PLAN						
HCFC phase out plan						
HCFC phase-out management plan (stage II, first tranche)	UNEP		\$116,700	\$15,171	\$131,871	
<p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2021-2030 for the complete phase-out of HCFC consumption, on the understanding that no more funding from the Multilateral Fund would be provided for the phase-out of HCFCs. Noted the commitment of the Government to completely phase out HCFCs by 1 January 2030 and that HCFCs would not be imported after that date, except for those allowed for a servicing tail between 2030 and 2040, where required, consistent with the provisions of the Montreal Protocol; and to introduce and enforce a ban on the import of new or secondhand HCFC-based refrigeration and air-conditioning equipment by 1 January 2023. Deducted 3.72 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding. To allow for consideration of the final tranche of its HPMP, the Government should submit a detailed description of the regulatory and policy framework in place to implement measures to ensure that HCFC consumption was in compliance with paragraph 8 ter(e)(i) of Article 5 of the Montreal Protocol for the period 2030-2040; and the expected annual HCFC consumption for the period 2030-2040.</i></p>						
HCFC phase-out management plan (stage II, first tranche)	UNDP		\$176,000	\$12,320	\$188,320	
<p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2021-2030 for the complete phase-out of HCFC consumption, on the understanding that no more funding from the Multilateral Fund would be provided for the phase-out of HCFCs. Noted the commitment of the Government to completely phase out HCFCs by 1 January 2030 and that HCFCs would not be imported after that date, except for those allowed for a servicing tail between 2030 and 2040, where required, consistent with the provisions of the Montreal Protocol; and to introduce and enforce a ban on the import of new or secondhand HCFC-based refrigeration and air-conditioning equipment by 1 January 2023. Deducted 3.72 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding. To allow for consideration of the final tranche of its HPMP, the Government should submit a detailed description of the regulatory and policy framework in place to implement measures to ensure that HCFC consumption was in compliance with paragraph 8 ter(e)(i) of Article 5 of the Montreal Protocol for the period 2030-2040; and the expected annual HCFC consumption for the period 2030-2040.</i></p>						
HFC phase down plan						
Preparation of Kigali HFC implementation plan	UNEP		\$35,000	\$4,550	\$39,550	
Preparation of Kigali HFC implementation plan	UNDP		\$95,000	\$6,650	\$101,650	
Total for Fiji			\$422,700	\$38,691	\$461,391	

* HCFC in ODP tonnes. HFC in metric tonnes

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Project Title	Agency	ODP/Metric (tonnes)*	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
GAMBIA						
PHASE-OUT PLAN						
HCFC phase out plan						
Verification report on the implementation of stage II of the HCFC phase-out management plan	UNEP		\$30,000	\$3,900	\$33,900	
<i>Approved on the understanding that the verification report should be submitted at least 10 weeks prior to the applicable Executive Committee meeting where the next funding tranche for the HPMP is being sought.</i>						
Total for Gambia			\$30,000	\$3,900	\$33,900	
GEORGIA						
PHASE-OUT PLAN						
HCFC phase out plan						
HCFC phase-out management plan (stage II, first tranche)	UNDP	1.2	\$190,839	\$13,359	\$204,198	
<i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2021-2030 for the complete phase-out of HCFC consumption, on the understanding that no more funding from the Multilateral Fund would be provided for the phase-out of HCFCs. Noted the commitment of the Government to reduce HCFC consumption by 56 per cent of the country's baseline by 2022, 62 per cent by 2023, 67 per cent by 2024, and 72 per cent by 2025 and to phase out HCFCs completely by 1 January 2030; to ban HCFC imports after 2030, except for those allowed for a servicing tail between 2030 and 2040 where required, consistent with the provisions of the Montreal Protocol; and to ban the import and restrict the installation of HCFC-based equipment by 1 January 2024. Deducted 2.97 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding. To allow for consideration of the final tranche of its HPMP, the Government should submit a detailed description of the regulatory and policy framework in place to implement measures to ensure that HCFC consumption was in compliance with paragraph 8 ter(e)(i) of Article 5 of the Montreal Protocol for the 2030-2040 period; and the expected annual HCFC consumption for the 2030-2040 period. Noted that UNDP would submit detailed reports on the results of the incentive schemes for end-users in small and medium commercial refrigeration equipment once they have been completed, to allow the Secretariat to develop fact sheets to inform future projects, in line with decision 84/84(d); and approved the first tranche on the understanding that if Georgia were to proceed with retrofits and associated servicing to use flammable substances in refrigeration and air-conditioning equipment originally designed for non-flammable substances, the country would do so assumes all associated responsibilities and risk and only in accordance with the relevant standards and protocols.</i>						
Total for Georgia			1.2	\$190,839	\$13,359	\$204,198

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Project Title	Agency	ODP/Metric (tonnes)*	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
GRENADA						
PHASE-OUT PLAN						
HFC phase down plan						
Preparation of Kigali HFC implementation plan	UNEP		\$60,000	\$7,800	\$67,800	
Preparation of Kigali HFC implementation plan	UNDP		\$40,000	\$2,800	\$42,800	
		Total for Grenada	\$100,000	\$10,600	\$110,600	
GUATEMALA						
SEVERAL						
Ozone unit support						
Renewal of the institutional strengthening project (phase IX: 12/2021-11-2023)	UNEP		\$159,744	\$0	\$159,744	
		Total for Guatemala	\$159,744		\$159,744	
GUINEA-BISSAU						
PHASE-OUT PLAN						
HCFC phase out plan						
Verification report on the implementation of stage II of the HCFC phase-out management plan <i>Approved on the understanding that the verification report should be submitted at least 10 weeks prior to the applicable Executive Committee meeting where the next funding tranche for the HPMP is being sought.</i>	UNEP		\$30,000	\$3,900	\$33,900	
		Total for Guinea-Bissau	\$30,000	\$3,900	\$33,900	
HONDURAS						
PHASE-OUT PLAN						
HCFC phase out plan						
Verification report on the implementation of stage II of the HCFC phase-out management plan <i>Approved on the understanding that the verification report should be submitted at least 10 weeks prior to the applicable Executive Committee meeting where the next funding tranche for the HPMP is being sought.</i>	UNIDO		\$30,000	\$2,700	\$32,700	
		Total for Honduras	\$30,000	\$2,700	\$32,700	
INDIA						
SEVERAL						
Ozone unit support						
Extension of institutional strengthening project (phase XIII: 12/2021-11/2023)	UNDP		\$477,734	\$33,441	\$511,175	

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Project Title	Agency	ODP/Metric (tonnes)*	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
Technical assistance/support						
Enabling activities for HFC phase-down	UNEP		\$250,000	\$17,500	\$267,500	
	Total for India		\$727,734	\$50,941	\$778,675	
INDONESIA						
PHASE-OUT PLAN						
HCFC phase out plan						
HCFC phase-out management plan (stage II, third tranche) (foam sector)	IBRD	10.0	\$992,871	\$69,501	\$1,062,372	
<i>Noted that the Government will issue a ban on imports of HCFC-141b in bulk and contained in imported pre-blended polyols by 1 January 2022.</i>						
HCFC phase-out management plan (stage II, third tranche) (refrigeration servicing sector)	UNDP	7.2	\$627,086	\$43,896	\$670,982	
<i>Noted that the Government will issue a ban on imports of HCFC-141b in bulk and contained in imported pre-blended polyols by 1 January 2022.</i>						
	Total for Indonesia	17.2	\$1,619,957	\$113,397	\$1,733,354	
JORDAN						
PHASE-OUT PLAN						
HCFC phase out plan						
Preparation of HCFC phase-out management plan (stage III) (Overarching)	IBRD		\$35,000	\$2,450	\$37,450	
Preparation of HCFC phase-out management plan (stage III) (commercial refrigeration manufacturing)	IBRD		\$30,000	\$2,100	\$32,100	
Preparation of HCFC phase-out management plan (stage III) (Overarching)	UNIDO		\$25,000	\$1,750	\$26,750	
	Total for Jordan		\$90,000	\$6,300	\$96,300	

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Project Title	Agency	ODP/Metric (tonnes)*	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
KUWAIT						
PHASE-OUT PLAN						
HCFC phase out plan						
HCFC phase-out management plan (stage II, first tranche)	UNEP	25.2	\$670,840	\$77,228	\$748,068	
<p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2021-2025 to reduce HCFC consumption by 67.5 per cent of the country's baseline. Noted the commitment of the Government to reduce HCFC consumption by 39.2 per cent of the country's baseline by 2021, 41.6 per cent by 2023, 44 per cent by 2024 and 67.5 per cent by 1 January 2025; to establish a ban on the manufacturing and imports of HCFC-22-based equipment by 1 January 2025; and to establish a ban on the imports and use of HCFC-141b contained in pre-blended polyols by 1 January 2025. Deducted 95.78 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding. To allow for consideration of the second tranche of the HPMP, UNEP and UNIDO should confirm completion of stage I of the HPMP, submit the project completion reports and return any unused balances to the Fund.</i></p>						
HCFC phase-out management plan (stage I, fourth tranche) (refrigeration servicing sector)	UNEP	19.4	\$429,000	\$51,303	\$480,303	
<p><i>Approved on an exceptional basis, and on the understanding that no further extensions would be approved, the extension of stage I of the HPMP to 30 June 2022, owing to the constraints imposed by the COVID-19 pandemic, which delayed the completion of the activities in the manufacturing and servicing sectors. Requested the Government, UNEP and UNIDO to submit the project completion report to the first meeting of the Executive Committee in 2023.</i></p>						
HCFC phase-out management plan (stage I, fourth tranche) (polyurethane foam sector phase-out)	UNIDO		\$42,325	\$2,963	\$45,288	
<p><i>Approved on an exceptional basis, and on the understanding that no further extensions would be approved, the extension of stage I of the HPMP to 30 June 2022, owing to the constraints imposed by the COVID-19 pandemic, which delayed the completion of the activities in the manufacturing and servicing sectors. Requested the Government, UNEP and UNIDO to submit the project completion report to the first meeting of the Executive Committee in 2023.</i></p>						
HCFC phase-out management plan (stage II, first tranche)	UNIDO	9.4	\$249,600	\$17,472	\$267,072	
<p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2021-2025 to reduce HCFC consumption by 67.5 per cent of the country's baseline. Noted the commitment of the Government to reduce HCFC consumption by 39.2 per cent of the country's baseline by 2021, 41.6 per cent by 2023, 44 per cent by 2024 and 67.5 per cent by 1 January 2025; to establish a ban on the manufacturing and imports of HCFC-22-based equipment by 1 January 2025; and to establish a ban on the imports and use of HCFC-141b contained in pre-blended polyols by 1 January 2025. Deducted 95.78 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding. To allow for consideration of the second tranche of the HPMP, UNEP and UNIDO should confirm completion of stage I of the HPMP, submit the project completion reports and return any unused balances to the Fund.</i></p>						

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Project Title	Agency	ODP/Metric (tonnes)*	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
HCFC phase-out management plan (stage I, fourth tranche) (extruded polystyrene foam sector phase-out)	UNIDO	9.9	\$877,675	\$61,437	\$939,112	
<i>Noted the commitment of the Government to ban the import and use of HCFC-142b in the XPS foam sector by 1 January 2023, after the completion of HCFC phase-out in XPS foam applications. Approved on an exceptional basis, and on the understanding that no further extensions would be approved, the extension of stage I of the HPMP to 30 June 2022, owing to the constraints imposed by the COVID-19 pandemic, which delayed the completion of the activities in the manufacturing and servicing sectors. Requested the Government, UNEP and UNIDO to submit the project completion report to the first meeting of the Executive Committee in 2023.</i>						
Total for Kuwait		63.9	\$2,269,440	\$210,403	\$2,479,843	
LAO, PDR						
PHASE-OUT PLAN						
HCFC phase out plan						
Verification report on the implementation of stage II of the HCFC phase-out management plan	UNEP		\$30,000	\$3,900	\$33,900	
<i>Approved on the understanding that the verification report should be submitted at least 10 weeks prior to the applicable Executive Committee meeting where the next funding tranche for the HPMP is being sought.</i>						
Total for Lao, PDR			\$30,000	\$3,900	\$33,900	
LEBANON						
REFRIGERATION						
Air conditioning						
Project preparation for HFC-related project in the manufacturing sector at Lematic Industries to convert the production of residential air-conditioning from R-410A to R-290	UNIDO		\$30,000	\$2,100	\$32,100	
Total for Lebanon			\$30,000	\$2,100	\$32,100	
LESOTHO						
PHASE-OUT PLAN						
HFC phase down plan						
Preparation of Kigali HFC implementation plan	UNIDO		\$39,000	\$2,730	\$41,730	
Preparation of Kigali HFC implementation plan	UNEP		\$91,000	\$11,830	\$102,830	
Total for Lesotho			\$130,000	\$14,560	\$144,560	

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Project Title	Agency	ODP/Metric (tonnes)*	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
MALAWI						
PHASE-OUT PLAN						
HFC phase down plan						
Preparation of Kigali HFC implementation plan	UNIDO		\$51,000	\$3,570	\$54,570	
Preparation of Kigali HFC implementation plan	UNEP		\$119,000	\$15,470	\$134,470	
	Total for Malawi		\$170,000	\$19,040	\$189,040	
MALAYSIA						
PHASE-OUT PLAN						
HCFC phase out plan						
HCFC phase-out management plan (stage II, third tranche) (refrigeration servicing sector and management and coordination)	UNDP	4.0	\$154,900	\$10,843	\$165,743	
<i>Noted that the Government will issue a ban on import of HCFC-141b contained in pre-blended polyols, and on the use of HCFC-141b in bulk and contained in imported pre blended polyols, by 1 January 2023; and the Government of Malaysia and UNDP were requested to submit the final progress report on the implementation of the work programme associated with the stage II of the HPMP by the first meeting of 2023.</i>						
SEVERAL						
Ozone unit support						
Extension of institutional strengthening project (phase XIV: 1/2022-12/2023)	UNDP		\$357,760	\$25,043	\$382,803	
	Total for Malaysia	4.0	\$512,660	\$35,886	\$548,546	
MAURITIUS						
PHASE-OUT PLAN						
HCFC phase out plan						
Verification report on the implementation of stage I of the HCFC phase-out management plan	Germany		\$30,000	\$3,900	\$33,900	
<i>Approved on the understanding that the verification report should be submitted at least 10 weeks prior to the applicable Executive Committee meeting where the next funding tranche for the HPMP is being sought.</i>						
	Total for Mauritius		\$30,000	\$3,900	\$33,900	
MICRONESIA						
SEVERAL						
Ozone unit support						
Renewal of institutional strengthening project (phase VIII: 7/2022-6/2024)	UNEP		\$85,000	\$0	\$85,000	
	Total for Micronesia		\$85,000		\$85,000	

* HCFC in ODP tonnes. HFC in metric tonnes

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Project Title	Agency	ODP/Metric (tonnes)*	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
MOLDOVA, REP						
PHASE-OUT PLAN						
HCFC phase out plan						
HCFC phase-out management plan (stage III, first tranche)	UNEP	0.1	\$51,500	\$6,695	\$58,195	
<p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2021-2030 for the complete phase-out of HCFC consumption, on the understanding that no more funding from the Multilateral Fund would be provided for the phase-out of HCFCs. Noted the commitment of the Government to reduce HCFC consumption by 35 per cent by 2021, 42 per cent by 2022, 50 per cent by 2023, 57 per cent by 2024, and 67.5 per cent by 2025 and phase out HCFCs completely by 1 January 2030, and that HCFCs would not be imported after that date, except for those allowed for a servicing tail between 2030 and 2040 where required, consistent with the provisions of the Montreal Protocol. Deducted 0.65 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding. To allow for consideration of the final tranche of its HPMP, the Government should submit a detailed description of the regulatory and policy framework in place to implement measures to ensure that HCFC consumption was in compliance with paragraph 8 ter(e)(i) of Article 5 of the Montreal Protocol for the period 2030-2040; and the expected annual HCFC consumption for the period 2030-2040. Further noted that UNDP will submit detailed reports on the results of the incentive schemes for end-users in commercial refrigeration equipment once they have been completed, to allow the Secretariat to develop fact sheets to inform future projects, in line with decision 84/84(d).</i></p>						
HCFC phase-out management plan (stage III, first tranche)	UNDP	0.2	\$75,500	\$5,285	\$80,785	
<p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2021-2030 for the complete phase-out of HCFC consumption, on the understanding that no more funding from the Multilateral Fund would be provided for the phase-out of HCFCs. Noted the commitment of the Government to reduce HCFC consumption by 35 per cent by 2021, 42 per cent by 2022, 50 per cent by 2023, 57 per cent by 2024, and 67.5 per cent by 2025 and phase out HCFCs completely by 1 January 2030, and that HCFCs would not be imported after that date, except for those allowed for a servicing tail between 2030 and 2040 where required, consistent with the provisions of the Montreal Protocol. Deducted 0.65 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding. To allow for consideration of the final tranche of its HPMP, the Government should submit a detailed description of the regulatory and policy framework in place to implement measures to ensure that HCFC consumption was in compliance with paragraph 8 ter(e)(i) of Article 5 of the Montreal Protocol for the period 2030-2040; and the expected annual HCFC consumption for the period 2030-2040. Further noted that UNDP will submit detailed reports on the results of the incentive schemes for end-users in commercial refrigeration equipment once they have been completed, to allow the Secretariat to develop fact sheets to inform future projects, in line with decision 84/84(d).</i></p>						
Total for Moldova, Rep			0.2	\$127,000	\$11,980	\$138,980

List of projects and activities approved for funding

UNEP/OzL.Pro/ExCom/88/IAP/3
Annex XIV

Project Title	Agency	ODP/Metric (tonnes)*	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
MONGOLIA						
PHASE-OUT PLAN						
HCFC phase out plan						
Verification report on the implementation of stage II of the HCFC phase-out management plan	UNEP		\$30,000	\$3,900	\$33,900	
<i>Approved on the understanding that the verification report should be submitted at least 10 weeks prior to the applicable Executive Committee meeting where the next funding tranche for the HPMP is being sought.</i>						
Total for Mongolia			\$30,000	\$3,900	\$33,900	
MONTENEGRO						
PHASE-OUT PLAN						
HCFC phase out plan						
Verification report on the implementation of stage II of the HCFC phase-out management plan	UNIDO		\$30,000	\$2,700	\$32,700	
<i>Approved on the understanding that the verification report should be submitted at least 10 weeks prior to the applicable Executive Committee meeting where the next funding tranche for the HPMP is being sought.</i>						
Total for Montenegro			\$30,000	\$2,700	\$32,700	
MOROCCO						
PHASE-OUT PLAN						
HCFC phase out plan						
HCFC phase-out management plan (stage II, first tranche)	UNIDO	8.1	\$370,000	\$25,900	\$395,900	
<i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2021-2025 to reduce HCFC consumption by 67.5 per cent of the country's baseline. Deducted 17.98 ODP tonnes of HCFCs that has been phased out after stage I was extended to 2020; and further deducting 8.64 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding associated with stage II. Allowed submission of the foam umbrella project to completely phase out the HCFC-141b contained in imported pre-blended polyols in Morocco during the implementation of stage II of the HPMP, no later than the first meeting in 2024.</i>						
Total for Morocco			8.1	\$370,000	\$25,900	\$395,900
NAMIBIA						
PHASE-OUT PLAN						
HFC phase down plan						
Preparation of Kigali HFC implementation plan	UNIDO		\$51,000	\$3,570	\$54,570	
Preparation of Kigali HFC implementation plan	UNEP		\$119,000	\$15,470	\$134,470	

List of projects and activities approved for funding

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Annex XIV

Project Title	Agency	ODP/Metric (tonnes)*	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
SEVERAL						
Ozone unit support						
Extension of institutional strengthening project (phase XI: 12/2021-11/2023)	UNEP		\$85,000	\$0	\$85,000	
	Total for Namibia		\$255,000	\$19,040	\$274,040	
NEPAL						
PHASE-OUT PLAN						
HCFC phase out plan						
Verification report on the implementation of stage II of the HCFC phase-out management plan <i>Approved on the understanding that the verification report should be submitted at least 10 weeks prior to the applicable Executive Committee meeting where the next funding tranche for the HPMP is being sought.</i>	UNEP		\$30,000	\$3,900	\$33,900	
	Total for Nepal		\$30,000	\$3,900	\$33,900	
NICARAGUA						
PHASE-OUT PLAN						
HCFC phase out plan						
Verification report on the implementation of stage II of the HCFC phase-out management plan <i>Approved on the understanding that the verification report should be submitted at least 10 weeks prior to the applicable Executive Committee meeting where the next funding tranche for the HPMP is being sought.</i>	UNEP		\$30,000	\$3,900	\$33,900	
	Total for Nicaragua		\$30,000	\$3,900	\$33,900	
NIGER						
PHASE-OUT PLAN						
HCFC phase out plan						
HCFC phase-out management plan (stage I, third tranche)	UNIDO		\$20,000	\$1,400	\$21,400	
HCFC phase-out management plan (stage I, third tranche) <i>Extended, on an exceptional basis due to the delays imposed by the COVID-19 pandemic, the completion date of stage I of the HPMP for Niger until 31 December 2022, noting that no further extension would be requested.</i>	UNEP		\$50,000	\$6,500	\$56,500	
	Total for Niger		\$70,000	\$7,900	\$77,900	

List of projects and activities approved for funding

UNEP/OzL.Pro/ExCom/88/IAP/3
Annex XIV

Project Title	Agency	ODP/Metric (tonnes)*	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
NIGERIA						
PHASE-OUT PLAN						
HCFC phase out plan						
HCFC phase-out management plan (stage II, second tranche) (refrigeration servicing sector)	UNDP	11.2	\$977,407	\$68,418	\$1,045,825	
<i>Approved on the understanding that information on the implementation of the end-user demonstration/incentive programme would be included in the progress reports submitted when requesting future tranches of stage II of the HPMP.</i>						
HCFC phase-out management plan (stage II, second tranche) (polyurethane foam manufacturing sector)	Italy	3.2	\$199,887	\$25,958	\$225,845	
HCFC phase-out management plan (stage II, second tranche) (polyurethane foam manufacturing sector)	UNDP	7.2	\$347,593	\$24,332	\$371,925	
HCFC phase-out management plan (stage II, second tranche) (refrigeration servicing sector)	Italy	0.4	\$34,513	\$4,482	\$38,995	
<i>Approved on the understanding that information on the implementation of the end-user demonstration/incentive programme would be included in the progress reports submitted when requesting future tranches of stage II of the HPMP.</i>						
HCFC phase-out management plan (stage II, second tranche) (project management and coordination)	UNDP		\$75,000	\$5,250	\$80,250	
	Total for Nigeria	22.0	\$1,634,400	\$128,440	\$1,762,840	
NORTH MACEDONIA						
PHASE-OUT PLAN						
HCFC phase out plan						
HCFC phase-out management plan (stage II, first tranche)	UNIDO	0.5	\$120,000	\$8,400	\$128,400	
<i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2021-2028 for the complete phase-out of HCFC consumption, on the understanding that no more funding from the Multilateral Fund would be provided for the phase-out of HCFCs and no servicing tail would be needed. Noted the commitment of the Government to reduce HCFC consumption by 50 per cent in 2021, 56 per cent in 2022, 62 per cent in 2023, 68 per cent in 2024, 74 per cent in 2025, 80 per cent in 2026, 86 per cent in 2027, and to phase out completely HCFCs by 1 January 2028 in advance of the Montreal Protocol phase out schedule, and that HCFCs would not be imported after that date. Deducted 1.17 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding.</i>						
HCFC phase-out management plan (stage I, eleventh tranche)	UNIDO		\$75,000	\$5,625	\$80,625	
<i>Extended, on an exceptional basis, the completion date of stage I of the HPMP for North Macedonia until 31 December 2023 to allow the completion of the planned activities related to the development of a national plan for refrigerant waste management, on the understanding that no further extension would be requested.</i>						

List of projects and activities approved for funding

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Annex XIV

Project Title	Agency	ODP/Metric (tonnes)*	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
SEVERAL						
Ozone unit support						
Extension of the institutional strengthening project (phase VII: 12/2021-11/2023)	UNIDO		\$169,404	\$11,858	\$181,262	
	Total for North Macedonia	0.5	\$364,404	\$25,883	\$390,287	
OMAN						
PHASE-OUT PLAN						
HCFC phase out plan						
HCFC phase-out management plan (stage III, first tranche)	UNEP	2.7	\$182,864	\$23,034	\$205,898	
<p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2022-2030 for the complete phase-out of HCFC consumption, on the understanding that no more funding from the Multilateral Fund would be provided for the phase-out of HCFCs. Noted the commitment of the Government to completely phase out HCFCs by 1 January 2030 except for those allowed for a servicing tail between 2030 and 2040, where required, consistent with the provisions of the Montreal Protocol. Deducted 20.46 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding. To allow for consideration of the final tranche of its HPMP, the Government should submit a detailed description of the regulatory and policy framework in place to implement measures to ensure that HCFC consumption was in compliance with paragraph 8 ter(e)(i) of Article 5 of the Montreal Protocol for the 2030-2040 period; and if Oman were intending to have consumption during the 2030-2040 period, in line with paragraph 8 ter(e)(i) of Article 5 of the Montreal Protocol, the proposed modifications to the Agreement covering the period beyond 2030. Reiterated decision 86/53(a) that the Government would submit the 2020-2021 verification report as part of the submission for the second tranche of the stage III of the HPMP, on the understanding that if the 2020-2021 verification report indicated that the country was not in compliance with the targets specified in its Agreement, the Executive Committee would consider applying the penalty clause against stage III of the HPMP.</i></p>						

List of projects and activities approved for funding

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Annex XIV

Project Title	Agency	ODP/Metric (tonnes)*	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
<p>HCFC phase-out management plan (stage III, first tranche)</p> <p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2022-2030 for the complete phase-out of HCFC consumption, on the understanding that no more funding from the Multilateral Fund would be provided for the phase-out of HCFCs. Noted the commitment of the Government to completely phase out HCFCs by 1 January 2030 except for those allowed for a servicing tail between 2030 and 2040, where required, consistent with the provisions of the Montreal Protocol. Deducted 20.46 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding. To allow for consideration of the final tranche of its HPMP, the Government should submit a detailed description of the regulatory and policy framework in place to implement measures to ensure that HCFC consumption was in compliance with paragraph 8 ter(e)(i) of Article 5 of the Montreal Protocol for the 2030-2040 period; and if Oman were intending to have consumption during the 2030-2040 period, in line with paragraph 8 ter(e)(i) of Article 5 of the Montreal Protocol, the proposed modifications to the Agreement covering the period beyond 2030. Reiterated decision 86/53(a) that the Government would submit the 2020-2021 verification report as part of the submission for the second tranche of the stage III of the HPMP, on the understanding that if the 2020-2021 verification report indicated that the country was not in compliance with the targets specified in its Agreement, the Executive Committee would consider applying the penalty clause against stage III of the HPMP.</i></p>	UNIDO	5.0	\$340,344	\$23,824	\$364,168	
Total for Oman		7.6	\$523,208	\$46,858	\$570,066	
PAKISTAN						
PHASE-OUT PLAN						
HCFC phase out plan						
<p>HCFC phase-out management plan (stage II, third tranche)</p> <p><i>Noted the deferral of consideration of the UNIDO component of the third tranche of stage II relating to the project to convert the manufacturing of domestic air conditioners from HCFC-22 to R-290 at Dawlance, to the 90th meeting. Requested UNIDO to submit a detailed report on the progress in the implementation of the project mentioned above, to the 90th meeting. Extended, on an exceptional basis, the date of completion of stage II of the HPMP for Pakistan to 31 December 2023, given delays in completing ongoing activities due to the COVID-19 pandemic, on the understanding that no further extension of project implementation would be requested. Noted the commitment by the Government to monitor and report the use of HCFC-141b contained in pre-blended polyols in its country programme implementation report, and to establish monitoring mechanisms to ensure that the converted foam manufacturing enterprises are no longer using HCFC-141b either pure or contained in pre-blended polyols. Further noted that the Fund Secretariat has updated the Agreement between the Government and the Executive Committee, to include the investment project for the extruded polystyrene foam enterprise in the HPMP, the reallocation of the UNIDO component of the third tranche to 2022 as the fourth tranche, and the extension of stage II of the HPMP to 31 December 2023; and to indicate that the revised updated Agreement superseded that reached at the 83rd meeting.</i></p>	UNEP	3.0	\$103,000	\$13,378	\$116,378	
Total for Pakistan		3.0	\$103,000	\$13,378	\$116,378	

* HCFC in ODP tonnes. HFC in metric tonnes

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Annex XIV

Project Title	Agency	ODP/Metric (tonnes)*	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
PARAGUAY						
SEVERAL						
Ozone unit support						
Extension of institutional strengthening project (phase X: 12/2021-11/2023)	UNEP		\$85,000	\$0	\$85,000	
Total for Paraguay			\$85,000		\$85,000	
PHILIPPINES						
PHASE-OUT PLAN						
HCFC phase out plan						
Preparation of HCFC phase-out management plan (stage III) (Overarching)	UNIDO		\$70,000	\$4,900	\$74,900	
Total for Philippines			\$70,000	\$4,900	\$74,900	
QATAR						
PHASE-OUT PLAN						
HCFC phase out plan						
HCFC phase-out management plan (stage II, first tranche)	UNIDO		\$205,000	\$14,350	\$219,350	
<p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period from 2021-2026 to reduce HCFC consumption by 67.5 per cent of the country's baseline. Noting the commitment of the Government to reduce HCFC consumption by 54 per cent of the country baseline by 2024 and 67.5 per cent by 1 January 2025. Deducted 13.81 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding; and deducted an additional 0.41 ODP tonnes of HCFC-22 from the remaining HCFC consumption eligible for funding given the extension of stage I, in line with decision 86/29(b). Noted the commitment by the Government to implement by 1 January 2023 the following: a ban on disposable refrigerant cylinders; a mandatory certification scheme for RAC technicians; mandatory good servicing practices of RAC technicians, including record-keeping practices (e.g., HCFC logbooks and HCFC equipment log books for systems above certain charge) and pre-determined schedules for leakage check by certified personnel for systems with charges above a certain limit; and an e-licensing system. To allow the submission of the second tranche of the HPMP once the identified commitments had been implemented. Noted the country's commitment to ban the import and use of HCFC-141b contained in pre-blended polyols by 1 January 2024 by converting to low-global warming potential alternatives, and that the country would not be eligible for further funding from the Multilateral Fund to phase out HFCs contained in pre-blended polyols.</i></p>						

List of projects and activities approved for funding

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Annex XIV

Project Title	Agency	ODP/Metric (tonnes)*	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
HCFC phase-out management plan (stage II, first tranche)	UNEP		\$139,500	\$18,135	\$157,635	
<p><i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period from 2021-2026 to reduce HCFC consumption by 67.5 per cent of the country's baseline. Noting the commitment of the Government to reduce HCFC consumption by 54 per cent of the country baseline by 2024 and 67.5 per cent by 1 January 2025. Deducted 13.81 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding; and deducted an additional 0.41 ODP tonnes of HCFC-22 from the remaining HCFC consumption eligible for funding given the extension of stage I, in line with decision 86/29(b). Noted the commitment by the Government to implement by 1 January 2023 the following: a ban on disposable refrigerant cylinders; a mandatory certification scheme for RAC technicians; mandatory good servicing practices of RAC technicians, including record-keeping practices (e.g., HCFC logbooks and HCFC equipment log books for systems above certain charge) and pre-determined schedules for leakage check by certified personnel for systems with charges above a certain limit; and an e-licensing system. To allow the submission of the second tranche of the HPMP once the identified commitments had been implemented. Noted the country's commitment to ban the import and use of HCFC-141b contained in pre-blended polyols by 1 January 2024 by converting to low-global warming potential alternatives, and that the country would not be eligible for further funding from the Multilateral Fund to phase out HFCs contained in pre-blended polyols.</i></p>						
Total for Qatar			\$344,500	\$32,485	\$376,985	
RWANDA						
PHASE-OUT PLAN						
HFC phase down plan						
Preparation of Kigali HFC implementation plan	UNIDO		\$39,000	\$2,730	\$41,730	
Preparation of Kigali HFC implementation plan	UNEP		\$91,000	\$11,830	\$102,830	
Total for Rwanda			\$130,000	\$14,560	\$144,560	
SAINT VINCENT AND THE GRENADINES						
SEVERAL						
Ozone unit support						
Extension of the institutional strengthening project (phase VIII: 1/2022-12/2023)	UNEP		\$85,000	\$0	\$85,000	
Total for Saint Vincent and the Grenadines			\$85,000		\$85,000	

List of projects and activities approved for funding

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Project Title	Agency	ODP/Metric (tonnes)*	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
SAO TOME AND PRINCIPE						
PHASE-OUT PLAN						
HCFC phase out plan						
Verification report on the implementation of stage II of the HCFC phase-out management plan <i>Approved on the understanding that the verification report should be submitted at least 10 weeks prior to the applicable Executive Committee meeting where the next funding tranche for the HPMP is being sought.</i>	UNEP		\$30,000	\$3,900	\$33,900	
Total for Sao Tome and Principe			\$30,000	\$3,900	\$33,900	
SENEGAL						
PHASE-OUT PLAN						
HCFC phase out plan						
HCFC phase-out management plan (stage II, first tranche) <i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2021-2025 to reduce HCFC consumption by 81.1 per cent of the country's baseline. Noted the commitment of the Government to establish regulatory measures to control the intended emissions of refrigerant during installation, servicing and decommissioning by 1 January 2024. Deducted 6.81 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding. Approved, on the understanding that UNIDO will include in the progress report associated with the implementation of the first tranche the result of the feasibility study for the establishment of a recovery and reclaiming system in Senegal, including the business model, the expected tonnage of refrigerant to be recovered, and most suitable operator for the reclaiming centre.</i>	UNIDO		\$92,000	\$8,280	\$100,280	
HCFC phase-out management plan (stage II, first tranche) <i>Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2021-2025 to reduce HCFC consumption by 81.1 per cent of the country's baseline. Noted the commitment of the Government to establish regulatory measures to control the intended emissions of refrigerant during installation, servicing and decommissioning by 1 January 2024. Deducted 6.81 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding. Approved, on the understanding that UNIDO will include in the progress report associated with the implementation of the first tranche the result of the feasibility study for the establishment of a recovery and reclaiming system in Senegal, including the business model, the expected tonnage of refrigerant to be recovered, and most suitable operator for the reclaiming centre.</i>	UNEP		\$160,000	\$20,800	\$180,800	
SEVERAL						
Ozone unit support						
Extension of institutional strengthening project (phase XIV: 1/2022-12/2023)	UNEP		\$194,689	\$0	\$194,689	
Total for Senegal			\$446,689	\$29,080	\$475,769	

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Project Title	Agency	ODP/Metric (tonnes)*	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
SERBIA						
PHASE-OUT PLAN						
HCFC phase out plan						
Verification report on the implementation of stage II of the HCFC phase-out management plan	UNIDO		\$30,000	\$2,700	\$32,700	
<i>Approved on the understanding that the verification report should be submitted at least 10 weeks prior to the applicable Executive Committee meeting where the next funding tranche for the HPMP is being sought.</i>						
SEVERAL						
Ozone unit support						
Extension of institutional strengthening project (phase VIII: 12/2021-11/2023)	UNIDO		\$168,064	\$11,764	\$179,828	
Total for Serbia			\$198,064	\$14,464	\$212,528	
SIERRA LEONE						
PHASE-OUT PLAN						
HFC phase down plan						
Preparation of Kigali HFC implementation plan	UNEP		\$91,000	\$11,830	\$102,830	
Preparation of Kigali HFC implementation plan	UNIDO		\$39,000	\$2,730	\$41,730	
Total for Sierra Leone			\$130,000	\$14,560	\$144,560	
SOLOMON ISLANDS						
SEVERAL						
Ozone unit support						
Renewal of institutional strengthening project (phase IX: 7/2022-6/2024)	UNEP		\$85,000	\$0	\$85,000	
Total for Solomon Islands			\$85,000		\$85,000	
SOMALIA						
PHASE-OUT PLAN						
HCFC phase out plan						
HCFC phase-out management plan (stage I, third tranche)	UNIDO		\$40,000	\$2,800	\$42,800	
<i>Extended, on an exceptional basis, owing to the delays imposed by the coronavirus disease pandemic, the completion date of stage I of the HPMP for Somalia until 31 December 2022 on the understanding that no further extension would be requested; and the Government of Somalia and UNIDO were requested to submit a project completion report to the first meeting in 2023 and to return the remaining funding balance to the second meeting of 2023.</i>						

List of projects and activities approved for funding

UNEP/OzL.Pro/ExCom/88/IAP/3
Annex XIV

Project Title	Agency	ODP/Metric (tonnes)*	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
Preparation of HCFC phase-out management plan (stage II) (Overarching)	UNIDO		\$60,000	\$4,200	\$64,200	
	Total for Somalia		\$100,000	\$7,000	\$107,000	

SUDAN

PHASE-OUT PLAN

HCFC phase out plan

HCFC phase-out management plan (stage III, first tranche)	UNIDO	1.5	\$129,918	\$9,094	\$139,012	
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Approved in accordance with the Agreement between the Government and the Executive Committee for the period 2021-2030 for the complete phase-out of HCFC consumption, on the understanding that no more funding would be provided from the Multilateral Fund for the phase-out of HCFCs. Noted the commitment of the Government to reduce HCFC consumption by 84 per cent of the country's baseline by 2022, 86 per cent by 2023, 88 per cent by 2024, 90 per cent by 2026, 92 per cent by 2027, 94 per cent by 2028, 96 per cent by 2029, and to phase out HCFCs completely by 1 January 2030, and that HCFC would not be imported after that date, except for those allowed for a servicing tail between 2030 and 2040 where required, consistent with the provisions of the Montreal Protocol. Deducted 3.11 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding. To allow for consideration of the final tranche of its HPMP, the Government should submit a detailed description of the regulatory and policy framework in place to implement measures to ensure that HCFC consumption was in compliance with paragraph 8 ter(e)(i) of Article 5 of the Montreal Protocol for the period 2030-2040; and if the Sudan intends to have consumption in the period 2030-2040, in line with paragraph 8 ter(e)(i) of Article 5 of the Montreal Protocol, proposed modifications to its Agreement covering the period beyond 2030. Approved, on the understanding that UNIDO would not disburse any funding approved to the Sudan until UNIDO has submitted a letter to the Secretariat indicating that the planned activities could be implemented in the country.

SEVERAL

Ozone unit support

Extension of institutional strengthening (phase X: 12/2021-11/2023)	UNEP		\$186,701	\$0	\$186,701	
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Approved on the understanding that UNEP would not disburse any funding approved to Sudan until UNEP has submitted a letter to the Secretariat indicating the possibility that the planned activities could be implemented in the country.

Total for Sudan **1.5** **\$316,619** **\$9,094** **\$325,713**

SYRIA

PHASE-OUT PLAN

HFC phase down plan

Preparation of Kigali HFC implementation plan	UNEP		\$154,000	\$20,020	\$174,020	
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Project Title	Agency	ODP/Metric (tonnes)*	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
Preparation of Kigali HFC implementation plan	UNIDO		\$66,000	\$4,620	\$70,620	
	Total for Syria		\$220,000	\$24,640	\$244,640	
THAILAND						
SEVERAL						
Ozone unit support						
Extension of institutional strengthening project (phase X: 1/2022-12/2023)	IBRD		\$443,735	\$31,061	\$474,796	
	Total for Thailand		\$443,735	\$31,061	\$474,796	
TIMOR LESTE						
PHASE-OUT PLAN						
HCFC phase out plan						
HCFC phase-out management plan (stage II, second tranche) <i>Approved on the understanding that UNEP would include, as part of the progress report on the implementation of the third tranche of the HPMP, an update on the progress made in improving the enforcement of the licensing and quota system.</i>	UNEP	0.1	\$62,000	\$8,060	\$70,060	
HCFC phase-out management plan (stage II, second tranche) <i>Approved on the understanding that UNEP would include, as part of the progress report on the implementation of the third tranche of the HPMP, an update on the progress made in improving the enforcement of the licensing and quota system.</i>	UNDP	0.1	\$41,500	\$3,735	\$45,235	
SEVERAL						
Ozone unit support						
Extension of institutional strengthening (phase VI: 7/2022-6/2024)	UNEP		\$85,000	\$0	\$85,000	
	Total for Timor Leste	0.2	\$188,500	\$11,795	\$200,295	
TRINIDAD AND TOBAGO						
SEVERAL						
Ozone unit support						
Extension of the institutional strengthening project (phase XI: 12/2021-12/2023)	UNDP		\$85,000	\$5,950	\$90,950	
	Total for Trinidad and Tobago		\$85,000	\$5,950	\$90,950	
TUNISIA						
PHASE-OUT PLAN						
HFC phase down plan						
Preparation of Kigali HFC implementation plan	UNIDO		\$190,000	\$13,300	\$203,300	
	Total for Tunisia		\$190,000	\$13,300	\$203,300	

List of projects and activities approved for funding

UNEP/OzL.Pro/ExCom/88/IAP/3
Annex XIV

Project Title	Agency	ODP/Metric (tonnes)*	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
TURKMENISTAN						
PHASE-OUT PLAN						
HCFC phase out plan						
Verification report on the implementation of stage II of the HCFC phase-out management plan	UNIDO		\$30,000	\$2,700	\$32,700	
<i>Approved on the understanding that the verification report should be submitted at least 10 weeks prior to the applicable Executive Committee meeting where the next funding tranche for the HPMP is being sought.</i>						
Total for Turkmenistan			\$30,000	\$2,700	\$32,700	
UGANDA						
PHASE-OUT PLAN						
HFC phase down plan						
Preparation of Kigali HFC implementation plan	UNEP		\$70,000	\$9,100	\$79,100	
Preparation of Kigali HFC implementation plan	UNIDO		\$30,000	\$2,100	\$32,100	
Total for Uganda			\$100,000	\$11,200	\$111,200	
URUGUAY						
SEVERAL						
Ozone unit support						
Extension of institutional strengthening project (phase XIV: 1/2022-12/2023)	UNDP		\$193,024	\$13,512	\$206,536	
Total for Uruguay			\$193,024	\$13,512	\$206,536	
VANUATU						
SEVERAL						
Ozone unit support						
Extension of institutional strengthening project (phase VIII: 7/2022-6/2024)	UNEP		\$85,000	\$0	\$85,000	
Total for Vanuatu			\$85,000		\$85,000	
VIETNAM						
PHASE-OUT PLAN						
HFC phase down plan						
Preparation of Kigali HFC implementation plan	UNEP		\$35,000	\$4,550	\$39,550	
Preparation of Kigali HFC implementation plan	IBRD		\$185,000	\$12,950	\$197,950	
Total for Vietnam			\$220,000	\$17,500	\$237,500	

List of projects and activities approved for funding

UNEP/OzL.Pro/ExCom/88/IAP/3
Annex XIV

Project Title	Agency	ODP/Metric (tonnes)*	Funds approved (US\$)			C.E. (US\$/kg)
			Project	Support	Total	
ZAMBIA						
PHASE-OUT PLAN						
HFC phase down plan						
Preparation of Kigali HFC implementation plan	UNIDO		\$39,000	\$2,730	\$41,730	
Preparation of Kigali HFC implementation plan	UNEP		\$91,000	\$11,830	\$102,830	
	Total for Zambia		\$130,000	\$14,560	\$144,560	
ZIMBABWE						
PHASE-OUT PLAN						
HCFC phase out plan						
Verification report on the implementation of stage II of the HCFC phase-out management plan	UNEP		\$30,000	\$3,900	\$33,900	
<i>Approved on the understanding that the verification report should be submitted at least 10 weeks prior to the applicable Executive Committee meeting where the next funding tranche for the HPMP is being sought.</i>						
	Total for Zimbabwe		\$30,000	\$3,900	\$33,900	
GLOBAL						
SEVERAL						
Agency programme						
Compliance Assistance Programme: 2022 budget	UNEP		\$9,988,900	\$799,112	\$10,788,012	
<i>UNEP was requested in future submissions of the CAP budget, to continue providing detailed information on the activities for which the global funds would be used; extending the prioritization of funding between CAP budget lines so as to accommodate changing priorities, and to provide details, pursuant to decisions 47/24 and 50/26, on the reallocations made; reporting on the current post levels of staff and informing the Executive Committee of any changes thereto, particularly with respect to any increased budget allocations; and providing a budget for the year in question, and a report on the costs incurred in the year prior to the last year, noting above.</i>						
Core unit budget (2022)	IBRD		\$0	\$1,735,000	\$1,735,000	
Core unit budget (2022)	UNIDO		\$0	\$2,036,154	\$2,036,154	
Core unit budget (2022)	UNDP		\$0	\$2,127,940	\$2,127,940	
	Total for Global		\$9,988,900	\$6,698,206	\$16,687,106	
	GRAND TOTAL	3,101.8	\$66,195,593	\$10,993,299	\$77,188,892	

Summary

UNEP/OzL.Pro/ExCom/88/IAP/3
Annex XIV

Sector	Tonnes		Funds approved (US\$)		
	(ODP/Metric)		Project	Support	Total
BILATERAL COOPERATION					
Phase-out plan	95.5		\$3,703,700	\$438,294	\$4,141,994
TOTAL:			\$3,703,700	\$438,294	\$4,141,994
INVESTMENT PROJECT					
Phase-out plan	3,006.3		\$44,139,736	\$3,308,728	\$47,448,464
TOTAL:			\$44,139,736	\$3,308,728	\$47,448,464
WORK PROGRAMME AMENDMENT					
Refrigeration			\$30,000	\$2,100	\$32,100
Phase-out plan			\$3,695,000	\$346,910	\$4,041,910
Several			\$14,627,157	\$6,897,267	\$21,524,424
TOTAL:			\$18,352,157	\$7,246,277	\$25,598,434
Summary by Parties and Implementing Agencies					
Austria	27.3		\$350,000	\$41,833	\$391,833
Germany	55.8	55.8	\$2,879,300	\$334,821	\$3,214,121
Italy	3.6		\$234,400	\$30,440	\$264,840
Japan	8.7		\$240,000	\$31,200	\$271,200
IBRD	1,897.3		\$5,686,606	\$2,133,062	\$7,819,668
UNDP	337.5		\$20,192,722	\$3,542,860	\$23,735,582
UNEP	69.7		\$17,721,290	\$1,514,125	\$19,235,415
UNIDO	701.8		\$18,891,275	\$3,364,958	\$22,256,233
GRAND TOTAL (HCFCs and HFCs)	3,101.8		\$66,195,593	\$10,993,299	\$77,188,892

Balances on projects returned at the 88th meeting based on UNEP/OzL.Pro/ExCom/88/IAP/3

Agency	Project costs (US\$)	Support costs (US\$)	Total (US\$)
Australia* (para. 28(a)(v))	2,070	269	2,339
UNDP (para. 28(a)(ii), para. 151(b) and para. 161(a)(ii))	2,331,506	206,385	2,537,891
UNEP (para. 28(a)(ii) and para. 158(b))	4,910,147	381,472	5,291,619
UNIDO (para. 28(a)(ii) and para. 161(a)(ii))	36,946	52,082	89,028
World Bank (para. 28(a)(ii))	0	443,204	443,204
Total	7,280,669	1,083,412	8,364,081

*Cash transfer.

Interest accrued based on UNEP/OzL.Pro/ExCom/88/IAP/3

Agency	(US \$)	Remarks
UNEP (para. 33(b)(i))	1,080,630	Account Reconciliation - Interest
World Bank (para. 214(a))	989	Interest - China - HPMP Stage II - Foam PU
UNDP (para. 214(b))	72,559	Interest - China - HPMP Stages I and II - Refrigeration ICR
UNIDO (para. 214(c))	17,695	Interest - China - HPMP Stages I and II - Refrigeration RAC
UNDP (para. 214(d))	1,133	Interest - China - HPMP Stage II - Solvent
UNEP (para. 214(e))	7,107	Interest - China - HPMP Stage II - Refrigeration Servicing

Adjustment arising from the 88th meeting for transferred projects based on UNEP/OzL.Pro/ExCom/88/IAP/3

Agency	Project Costs (US\$)	Support Costs (US\$)	Total (US\$)
UNDP (MAU/PHA/80/INV/25)	-105,000	-7,350	-112,350
UNIDO (MAU/PHA/80/INV/25)	105,000	7,350	112,350

Net allocations based on decisions of the 88th meeting

Agency	Project costs (US\$)	Support costs (US\$)	Total (US\$)
Austria	350,000	41,833	391,833
Germany	2,879,300	334,821	3,214,121
Italy	234,400	30,440	264,840
Japan	240,000	31,200	271,200
UNDP	17,682,524	3,329,125	21,011,649
UNEP	11,723,406	1,132,653	12,856,059
UNIDO	18,941,634	3,320,226	22,261,860
World Bank	5,685,617	1,689,858	7,375,475
Total	57,736,881	9,910,156	67,647,037

Annex XV

VIEWS EXPRESSED BY THE EXECUTIVE COMMITTEE ON THE RENEWAL OF INSTITUTIONAL STRENGTHENING PROJECTS SUBMITTED TO THE 88th MEETING

Albania

1. The Executive Committee reviewed the report presented with the request for the renewal of the institutional strengthening (IS) project (phase IX) for Albania and noted with appreciation that the Government of Albania reported 2019 and 2020 data to the Ozone Secretariat indicating that the country is in compliance with the Montreal Protocol and country programme implementation data to the Fund Secretariat. The Committee noted that an operational ODS import/export licensing and HCFC quota system is in place, and that Albania also established an HFC licensing system. The Committee also noted with appreciation that the country has gained stakeholder support through steering committee and consultation meetings and raised the public awareness on the ozone layer protection. The Committee is therefore confident that Albania will continue implementing its HCFC phase-out management plan and IS project in a timely and effective manner in order to prepare the country to meet and sustain the 67.5 per cent reduction in its baseline consumption of HCFCs in 2025.

Bangladesh

2. The Executive Committee reviewed the report presented with the request for the renewal of the institutional strengthening (IS) project (phase IX) for Bangladesh and noted with appreciation that the Government of Bangladesh reported country programme implementation data and Article 7 data indicating that the country achieved its 2020 HCFC reduction target as agreed. The Committee also took note of the country's continued effort in enforcement of control measures to sustain ODS phase-out, with the update of rules and regulations and HCFC licensing and quota system. The Committee commended Bangladesh for the steps taken towards the ratification of the Kigali Amendment in 2020 and the timely completion of the first HFC investment project which phased out HFC-134a consumption in the domestic refrigerator manufacturing sector. The Executive Committee is, therefore, confident that the Government of Bangladesh will continue implementing its HCFC phase-out management plan and IS project activities, both at the policy and project levels to meet the next targets of the Montreal Protocol.

Benin

3. The Executive Committee reviewed the report presented with the request for the renewal of the institutional strengthening (IS) project for Benin (phase XI) and noted with appreciation that the Government of Benin reported 2019 and 2020 data to the Ozone Secretariat indicating that the country is in compliance with the Montreal Protocol and country programme implementation data to the Fund Secretariat. The Committee also noted that Benin has taken some significant steps to phase out its consumption of HCFCs in the current phase, in particular the implementation of ODS import controls through a licensing and quota system and the training of customs officers and refrigeration technicians. The Committee noted with appreciation that the country reached 35 per cent reduction in HCFC consumption in 2020 as per Montreal Protocol requirements. The Committee greatly appreciates the efforts of the Government of Benin to reduce HCFC consumption and is therefore hopeful that, within the next two years, Benin will continue the implementation of its IS project with success to achieve and sustain compliance with the Montreal Protocol.

Bhutan

4. The Executive Committee reviewed the report presented with the request for the renewal of the institutional strengthening (IS) project for Bhutan (phase IX) and acknowledges with appreciation the efforts taken by the country for the development and implementation of the HFC licensing system,

ratification of the Kigali Amendment and timely submission of Article 7 and country programme data reports. The Committee also notes with appreciation that the country maintains a robust licensing and quota system for HCFCs and is enforcing its import licensing system for HFCs, which enabled Bhutan to comply with its obligations during the reporting period. The Committee also notes that the HPMP is being implemented as planned, as the country reached the 35 per cent reduction target for 2020 and has successfully completed the implementation of the enabling activities project for HFC phase-down. The Committee is therefore confident that Bhutan will continue activities both at the project and policy levels to meet the future targets of the Montreal Protocol.

Cameroon

5. The Executive Committee reviewed the report presented with the request for the renewal of the institutional strengthening (IS) project for Cameroon (phase XII) and noted with appreciation that Cameroon reported HCFC import data for 2020 under Article 7 and country programme reporting to the Ozone and Multilateral Fund Secretariats, indicating the country's compliance with the Montreal Protocol. The Committee also noted that Cameroon has taken some significant steps to phase out its consumption of HCFCs in the current phase, in particular the implementation of ODS import controls through a licensing and quota system and the training of customs officers and refrigeration technicians. The Committee congratulated the Government of Cameroon for the ratification of the Kigali Amendment in August of 2021. The Committee appreciated the efforts of the Government of Cameroon to reduce HCFC consumption and is therefore hopeful that, within the next two years, Cameroon will continue the implementation of its IS project successfully to achieve and sustain compliance with the Montreal Protocol.

Colombia

6. The Executive Committee reviewed the report presented with the request for the renewal of the institutional strengthening (IS) project (phase XII) for Colombia and noted with appreciation that the Government of Colombia reported 2019 and 2020 data to the Ozone Secretariat indicating that the country is in compliance with the Montreal Protocol and country programme implementation data to the Fund Secretariat. The Committee further noted that the Government of Colombia has taken steps to phase out ODS consumption including implementation of HCFC imports controls through the licensing and quota system, and training of customs officers and refrigeration technicians. The Committee also acknowledged with appreciation the activities initiated to facilitate the implementation of the Kigali Amendment, and the country's participation in Montreal Protocol meetings. The Executive Committee recognized the efforts of the Government of Colombia and is therefore hopeful that, during the next two years, it will continue implementation of the HCFC phase-out management plan and IS project activities with success in order to sustain the 65 per cent reduction in HCFC consumption required by 1 January 2021.

Comoros

7. The Executive Committee reviewed the report presented with the request for the renewal of the institutional strengthening (IS) project for Comoros (phase XI) and noted with appreciation that Comoros reported HCFC import data for 2019 and 2020 under country programme and Article 7 reporting to the Ozone and Multilateral Fund Secretariats, indicating country's compliance with the Montreal Protocol. The Committee also noted that Comoros has taken some significant steps to phase out its consumption of HCFCs, in particular the implementation of ODS import controls through a licensing and quota system and the training of customs officers and refrigeration technicians. The Committee noted with appreciation the establishment of the HFC licensing system in Comoros. The Committee further appreciated the efforts of the Government of Comoros to reduce HCFC consumption and is hopeful that, within the next two years, Comoros will continue the implementation of the IS project with success to achieve and sustain compliance with the Montreal Protocol.

Cook Islands

8. The Executive Committee reviewed the report presented with the request for the renewal of the institutional strengthening (IS) project for Cook Islands (phase VIII) and noted with appreciation that Cook Islands reported Article 7 and country programme data for 2019 and 2020 to the Ozone and Multilateral Fund Secretariats indicating that the country is in compliance with the Montreal Protocol phase-out requirements. The Committee acknowledged with appreciation that Cook Islands has maintained zero ODS consumption. The Committee also noted with appreciation the efforts of Cook Islands to use lessons learned from the verification of HCFC consumption to further enhance the licensing system to control HFC import and export as reflected in the legal amendment framework. The Committee is hopeful that, within the next two years, Cook Islands will continue the implementation of the IS project with success to achieve and sustain the compliance with the Montreal Protocol.

Costa Rica

9. The Executive Committee reviewed the report presented with the request for the renewal of the institutional strengthening (IS) project for Costa Rica (phase XIV) and noted with appreciation that the Government of Costa Rica reported 2019 and 2020 data to the Ozone Secretariat indicating that the country is in compliance with the Montreal Protocol and country programme implementation data to the Fund Secretariat. The Committee further noted that the Government of Costa Rica has taken steps to phase out ODS consumption by banning the import of HCFC-based equipment by 2020. The Committee commended that Costa Rica has ratified the Kigali Amendment and has already included HFCs in the licensing system in line with the obligations under the Amendment. The Committee acknowledged the efforts of the Government of Costa Rica and is therefore hopeful that the Government of Costa Rica will continue implementation of stage II of the HCFC phase-out management plan and IS project activities in order to achieve the reduction targets for HCFC consumption as established in its Agreement between with the Executive Committee.

Guatemala

10. The Executive Committee reviewed the report presented with the request for the renewal of the institutional strengthening (IS) project for Guatemala (phase VIII) and noted with appreciation that the Government of Guatemala reported 2019 and 2020 data to the Ozone and Multilateral Fund Secretariats indicating that the country is in compliance with the Montreal Protocol. The Committee also noted that Guatemala has an operational ODS import/export licensing and HCFC quota system in place and has included HFCs in the licensing system. The Committee noted that Guatemala has successfully carried out public awareness and outreach activities on good refrigeration practices and the safe handling of flammable refrigerants to refrigeration technicians and end-users and has strengthened the relationship with the Refrigeration and Air-Conditioning Association (ASFRIGUA). The Committee further noted that Guatemala is finalizing the enabling activities project to support the Kigali Amendment ratification and has made significant progress towards ratification. The Committee is therefore confident that Guatemala will ratify the Kigali Amendment soon and will continue the implementation of the IS project with success to achieve and sustain compliance with the Montreal Protocol.

India

11. The Executive Committee reviewed the report presented with the request for the renewal of the institutional strengthening project for India (phase XIII) and noted with appreciation that the Government of India reported country programme implementation data and Article 7 data indicating that the country achieved its HCFCs reduction target in 2020. The Committee also noted the country's continued efforts in enforcing control measures and sustaining ODS phase-out, including monitoring of its ODS quota and licensing system. The Committee further noted the country's progress in implementation of stage II of the HCFC phase-out management plan and the Government's coordination and oversight activities assuring

implementation and achievement of the performance indicators. The Committee acknowledged the participation of the Government of India in Montreal Protocol related meetings. The Committee commended India for its recent ratification of the Kigali Amendment and is, therefore, confident that the Government of India will continue activities to meet the future targets of the Montreal Protocol.

Malaysia

12. The Executive Committee reviewed the report presented with the request for the renewal of the institutional strengthening (IS) project for Malaysia (phase XIV) and noted with appreciation that the Government of Malaysia timely submitted the 2019 and 2020 data to the Ozone Secretariat indicating that the country is in compliance with the Montreal Protocol and the country programme implementation data to the Fund Secretariat. The Committee also noted the efforts of the Government of Malaysia to monitor and control ODS phase-out through various policy and regulatory activities, including technology transfer and awareness raising activities. The Committee further noted that, despite the difficult situation due to the COVID-19 pandemic, the Government of Malaysia ensured implementation continued as planned to phase out ODS consumption, ratified the Kigali Amendment and initiated actions for HFC phase-down. The Committee acknowledges the efforts of the Government of Malaysia and is, therefore, hopeful that, within the next two years, the Government of Malaysia will continue Montreal Protocol activities with success including implementation of stage II of the HCFC phase-out management plan and development of stage III, development of Kigali HFC implementation plan and implementation of IS project activities.

Micronesia (Federated States of)

13. The Executive Committee reviewed the report presented with the request for the renewal of the institutional strengthening (IS) project for the Federated States of Micronesia (phase VII) and noted with appreciation that the Federated States of Micronesia reported 2019 and 2020 data to the Ozone and Multilateral Fund Secretariats indicating that the country is in compliance with Montreal Protocol phase-out requirements. The Committee noted with appreciation the effective implementation of the licensing and quota system for HCFCs, the establishment of the HFC licensing system and coordination with relevant stakeholders. The Committee commended the Government of Federated States of Micronesia for achieving more than the 35 per cent HCFC consumption reduction in 2020. The Committee noted with appreciation the increased level of public awareness created to inform key stakeholders and the general public about the HCFC phase-out and Kigali Amendment obligations. The Committee is therefore hopeful that, within the next two years, the Government of Federated States of Micronesia will continue to effectively implement the new regulations to continue the implementation of the IS project with success to achieve and sustain the compliance with the Montreal Protocol.

Namibia

14. The Executive Committee reviewed the report presented with the request for the renewal of the institutional strengthening (IS) project for Namibia (phase XI) and noted with appreciation that Namibia reported country programme and Article 7 data to the Fund and Ozone Secretariats on time, indicating that the country is in compliance with the Montreal Protocol and its Agreement with the Executive Committee. The Committee noted that Namibia has taken steps to address HCFC phase-out, including the implementation of a licensing and quota system for HCFCs, and the training of customs officers and refrigeration technicians. The Committee further noted with appreciation the ratification of the Kigali Amendment by the country in May 2019, with a commitment to early action on its implementation. The Committee is therefore confident that Namibia will continue its progressive reduction in HCFC consumption to achieve the 67.5 per cent target by 1 January 2025 and fulfil its other obligations under the Montreal Protocol.

North Macedonia

15. The Executive Committee reviewed the report presented with the request for the renewal of the institutional strengthening (IS) project (phase VII) for North Macedonia and noted with appreciation that the Government of North Macedonia reported country programme implementation data and Article 7 data indicating that the country achieved its 2020 HCFC reduction target as agreed. The Committee also took note of the country's continued effort in enforcement of control measures to sustain ODS phase-out, with the update of rules and regulations and HCFC licensing and quota system. The Committee commended North Macedonia for the steps taken to enable the ratification of the Kigali Amendment. The Executive Committee is, therefore, confident that the Government of North Macedonia will continue implementing its HCFC phase-out management plan and IS project activities, both at the policy and project levels to meet the next targets of the Montreal Protocol.

Paraguay

16. The Executive Committee reviewed the report presented with the request for the renewal of the institutional strengthening (IS) project for Paraguay (phase X) and noted with appreciation that Paraguay has complied with its Article 7 data reporting and HCFC phase-out obligations under the Montreal Protocol, and that an operational ODS import/export licensing and HCFC quota system is in place and includes HFCs in the licensing system. The Committee further noted that Paraguay submitted country programme implementation data to the Secretariat in a timely manner. The Committee was pleased to note that the country has trained refrigeration technicians in good refrigeration practices and the safe handling of alternative substances, gained stakeholder's support through the steering committee, and was committed to the formulation of norms and standards for the safe handling of alternative refrigerants. The Committee also noted that Paraguay carried out consultation meetings and raised public awareness on ozone layer protection. The Committee is therefore confident that Paraguay will continue implementing the IS project in an effective manner in order to meet the HCFC phase-out targets by 2030 and in preparation for the HFC phase-down.

Saint Vincent and the Grenadines

17. The Executive Committee reviewed the report submitted with the request for the renewal of the institutional strengthening (IS) project for Saint Vincent and the Grenadines (phase VII) and noted with appreciation that the country has reported 2020 country programme implementation and Article 7 data to the Multilateral Fund and Ozone Secretariats in advance of the deadlines. The Committee acknowledged with appreciation that the Government of Saint Vincent and the Grenadines has a well-structured and operational HCFC licensing and quota system that includes the licensing of HFCs. The Committee noted with appreciation that the country has taken steps to initiate the ratification of the Kigali Amendment. The Committee also noted with appreciation the efforts made by the Government following the April 2021 La Soufriere Volcanic eruption. The Committee is therefore confident that the Government of Saint Vincent and the Grenadines will continue activities both at the policy and project levels to ensure that its annual HCFC consumption does not to exceed the maximum allowable consumption in the HCFC phase-out management plan Agreement with the Executive Committee, and that the country will ratify the Kigali Amendment.

Senegal

18. The Executive Committee reviewed the report presented with the request for the renewal of the institutional strengthening (IS) project for Senegal (phase XIV) and noted with appreciation that Senegal reported 2019 and 2020 data to the Ozone Secretariat indicating that the country is in compliance with the Montreal Protocol. The Committee further noted that Senegal has taken some significant steps to phase out its consumption of HCFCs in the period covered, namely the implementation of ODS import controls through a licensing and quota system and the training of customs officers and refrigeration technicians. The

Committee appreciated the efforts of Senegal to reduce HCFC consumption and noted that the 35 per cent reduction in HCFC consumption was achieved in 2020 in accordance with Montreal Protocol requirements. The Committee is hopeful that, within the next two years, Senegal will continue with the implementation of its IS project with success to sustain compliance with the Montreal Protocol.

Serbia

19. The Executive Committee reviewed the report presented with the request for the renewal of the institutional strengthening (IS) project (phase VIII) for Serbia and noted with appreciation that the Government of Serbia reported 2019 and 2020 data to the Ozone Secretariat indicating that the country in compliance with the Montreal Protocol and country programme implementation data to the Fund Secretariat. The Committee also noted that the Government of Serbia has taken steps to establish a certification system for service technicians and participate in outreach and awareness-raising activities. The Committee further noted with appreciation the ratification of the Kigali Amendment by Serbia and activities initiated to implement the Amendment. The Executive Committee acknowledged the efforts of the Government of Serbia and is, therefore, hopeful that, during the next two years, it will continue implementation of the HCFC phase-out management plan and IS project activities to achieve the next targets of the Montreal Protocol.

Solomon Islands

20. The Executive Committee reviewed the report presented with the request for the renewal of the institutional strengthening (IS) project for Solomon Islands (phase VIII) and noted with appreciation that the country is taking the necessary steps to meet the Montreal Protocol control measures related to HCFCs and HFCs. The Committee noted with appreciation that the country has reported 2019 and 2020 country programme implementation and Article 7 data to the Multilateral Fund and Ozone Secretariats. The Committee commended the Government of Solomon Islands for the development of a draft Ozone Layer Protection (OLP) bill that includes the mandatory control of HFCs and the transition to an electronic licensing and quota system. The Committee noted that Solomon Islands expedited project implementation despite challenges imposed by the COVID-19 pandemic. The Committee also noted that the country complied with its 35 per cent reduction obligation under the Montreal Protocol in 2020. The Committee is hopeful that, in the upcoming phase of the IS project, the Government of Solomon Islands will complete the ratification of the Kigali Amendment, endorse the OLP Bill, and comply with the reporting requirements.

Sudan (the)

21. The Executive Committee reviewed the report presented with the request for the renewal of the institutional strengthening project for Sudan (phase X) and noted with appreciation that Sudan reported 2018, 2019 and 2020 country programme implementation and Article 7 data to the Multilateral Fund and Ozone Secretariats indicating that the country is in compliance with the Montreal Protocol. The Committee acknowledged that Sudan has an operational HCFC licensing and quota system, has carried out training of refrigeration technicians in the safe handling of low-GWP alternatives, and has conducted awareness-raising activities. The Committee acknowledged the efforts of the Government of Sudan and is therefore confident that Sudan will continue activities both at the policy and project levels to enable the country to reduce HCFC consumption and to achieve the 67.5 per cent reduction required under the Montreal Protocol by 1 January 2025. The Committee is also hopeful that the Kigali Amendment will be ratified in the next phase.

Thailand

22. The Executive Committee reviewed the report presented with the request for the renewal of the institutional strengthening (IS) project for Thailand (phase X) and noted with appreciation that the

Government of Thailand reported 2019 and 2020 data to the Ozone Secretariat indicating that the country is in compliance with the Montreal Protocol and country programme implementation data to the Fund Secretariat. The Committee also noted that despite the challenges of the COVID-19 pandemic, the National Ozone Unit continued providing training to customs officers and refrigeration service technicians and implementing awareness raising activities. The Committee acknowledged the continuation of progress achieved by the Government of Thailand to control HCFC consumption including the ban on the use of HCFCs in the foam (except spray foam) and air-conditioning sectors, and to ratify the Kigali Amendment. The Executive Committee is hopeful that, within the next two years, the Government of Thailand will continue with the implementation of stage II of the HCFC phase-out management plan and IS project activities to enable the country to continue to meet the obligations under the Montreal Protocol.

Timor-Leste

23. The Executive Committee reviewed the report presented with the request for the renewal of the institutional strengthening (IS) project for Timor Leste (phase VI) and noted with appreciation that the Government of Timor Leste reported 2019 and 2020 data to the Ozone and Multilateral Fund Secretariats indicating that the country is in compliance with the Montreal Protocol. The Committee also noted with appreciation that the country further strengthened its HCFC licensing and quota system through the national single window system, which enhanced the existing mechanism for effective data collection and reconciliation, as well as provided accurate data reporting. The Committee is hopeful that Timor Leste will continue implementing its IS project in a timely and effective manner and will soon ratify the Kigali Amendment.

Trinidad and Tobago

24. The Executive Committee reviewed the report presented with the request for the renewal of the institutional strengthening (IS) project for Trinidad and Tobago (phase XI) and noted with appreciation that the Government of Trinidad and Tobago timely submitted the 2019 and 2020 data to the Ozone Secretariat indicating that the country is in compliance with the Montreal Protocol and the country programme implementation data to the Fund Secretariat, and that the country is taking the necessary steps to meet the Montreal Protocol control measures related to HCFCs and for the implementation of HFC control measures. The Committee also noted the efforts in the implementation of HCFC phase-out management plan (HPMP) activities; the development of regulations for the import of ODS, ODS blends, and ODS-based equipment, as well as its compulsory labelling standard for refrigerant containers; training on good practices in refrigeration; conducting activities for public awareness and participation in Montreal Protocol meetings. The Committee is, therefore, hopeful that, within the next two years, the Government of Trinidad and Tobago will continue the implementation of the HPMP and IS project activities with success to sustain the reduction in HCFC consumption so far achieved.

Uruguay

25. The Executive Committee reviewed the report presented with the request for the renewal of the institutional strengthening (IS) project for Uruguay (phase XIII) and noted with appreciation that the Government of Uruguay reported 2019 and 2020 data to the Ozone Secretariat indicating that the country is in compliance with the Montreal Protocol and country programme implementation data to the Fund Secretariat. The Committee further noted that the Government of Uruguay has taken steps on the implementation of HCFC imports controls through the licensing and quota system, and training of customs officers and refrigeration technicians. The Committee also noted with appreciation the implementation of activities related to the Kigali Amendment, and the country's participation in the Montreal Protocol meetings. The Committee acknowledged the efforts of the Government of Uruguay and is, therefore, hopeful that, within the next two years, the Government of Uruguay will continue implementation of stages II and III of the HCFC phase-out management plan and IS project activities with success in order to maintain the reduction in HCFC consumption so far achieved.

Vanuatu

26. The Executive Committee reviewed the report presented with the request for the the renewal of the institutional strengthening (IS) project (phase VIII) for Vanuatu and noted with appreciation that Vanuatu reported 2019 and 2020 Article 7 and country programme data to the Ozone and Multilateral Fund Secretariats indicating that the country is in compliance with Montreal Protocol phase-out requirements. The Committee further noted that Vanuatu has taken some significant steps to sustain the phase-out of its HCFC consumption through training and capacity-building in key sectors such as law enforcement officials (including customs) and the training of refrigeration and air-conditioning servicing technicians. The Committee appreciated the efforts of Vanuatu to enforce the HCFC licensing system and the ban on HCFC-based equipment, and to establish the HFC licensing system including mandatory control of HFC-based equipment. The Committee commended the Government of Vanuatu for achieving more than the 35 per cent reduction in HCFC consumption, and is therefore, hopeful that, within the next two years, Vanuatu will continue the implementation of the IS project with success to achieve and sustain the compliance with the Montreal Protocol.

Annex XVI
UNEP'S 2022 COMPLIANCE ASSISTANCE PROGRAMME (CAP) BUDGET

	Budget Line	Component	Location	w/m	Grade	Approved CAP 2021	Approved CAP 2022
10	PROJECT PERSONNEL COMPONENT						
		Title/Description					
	1101	Head of Branch	Paris	12	D1	266,000	296,800
	1102	Montreal Programme Officer – ECA/Global Capacity Building	Paris/ECA	12	P3	261,000	187,000
	1103	Montreal Protocol Senior Programme Management Officer - Capacity Building	Paris	12	P5	261,000	270,400
	1104	Montreal Protocol Programme Officer	Paris	12	P4	228,000	190,000
	1105	Montreal Protocol Senior Coordination Officer - ExCom	Paris	12	P5	261,000	180,000
	1106	Montreal Protocol Programme Officer	Paris	12	P3	191,000	0
	1107	Montreal Protocol Programme Officer – ExCom/Partnerships	Paris	12	P3	191,000	187,000
	1108	ECA Montreal Protocol Regional Coordinator	Paris / ECA	12	P4	228,000	240,000
	1109	Montreal Protocol Coordinator International Partnerships	Paris	12	P5	268,000	270,400
	1121	Montreal Protocol Regional Senior Coordinator - Asia Pacific	Bangkok	12	P5	220,000	240,000
	1122	Montreal Protocol Programme Officer – South East Asia & PICs	Bangkok	12	P4	193,000	170,000
	1123	Montreal Protocol Programme Officer – South Asia	Bangkok	12	P4	193,000	188,800
	1124	Montreal Protocol Programme Officer – South East Asia & PICs	Bangkok	12	P3	156,000	188,800
	1125	Montreal Protocol Programme Officer – South Asia	Bangkok	12	P3	156,000	188,800
	1131	Montreal Protocol Regional Coordinator - West Asia	Manama	12	P4	222,000	240,000
	1132	Montreal Protocol Programme Officer - West Asia	Manama	12	P3	214,000	176,500
	1141	Montreal Protocol Regional Senior Coordinator - Francophone Africa	Nairobi	12	P5	245,000	274,500
	1142	Montreal Protocol Regional Senior Coordinator - Anglophone Africa	Nairobi	12	P5	245,000	274,500
	1143	Montreal Protocol Programme Officer - Anglophone Africa	Nairobi	12	P3	171,000	240,000
	1144	Montreal Protocol Programme Officer - Francophone Africa	Nairobi	12	P3	171,000	190,000
	1145	Montreal Protocol Associate Officer Anglophone Africa	Nairobi	12	P2	101,000	152,000
	1146	Montreal Protocol Associate Officer -Francophone Africa	Nairobi	12	P2	101,000	152,000
	1147	Montreal Protocol Programme Officer (Admin and Finance)	Nairobi/Law	12	P4	156,000	199,000
	1151	Montreal Protocol Regional Coordinator - Latin America	Panama	12	P4	194,000	220,100
	1152	Montreal Protocol Regional Coordinator - Caribbean	Panama	12	P4	194,000	175,000
	1153	Montreal Protocol Information Manager	Panama	12	P4	194,000	220,100
	1154	Montreal Protocol Programme Officer - Caribbean	Panama	12	P3	165,000	220,100
	1155	Montreal Protocol Programme Officer - Latin America	Panama	12	P3	165,000	220,100
	1301	Principal Assistant HOB	Paris	12	G6	117,000	105,000
	1302	Programme Assistant - Regional Networks	Paris	12	G6	117,000	105,000

		Budget Line	Component	Location	w/m	Grade	Approved CAP 2021	Approved CAP 2022
		1303	Programme Assistant - Clearinghouse	Paris	12	G6	117,000	107,000
		1304	Programme Assistant – Europe & Central Asia	Paris /ECA	12	G6	105,000	100,000
		1305	Programme Assistant - Capacity Building/iPIC	Paris	12	G6	117,000	100,000
		1306	Programme Assistant	Paris	12	G5	104,000	90,000
		1307	Global Budget & Finance Assistant	Paris	12	G7	124,000	124,000
		1308	Temporary assistance CAP			N/A	54,000	0
		1321	Programme Assistant - South Asia	Bangkok	12	G6	68,000	90,000
		1322	Programme Assistant – South East Asia & PICs	Bangkok	12	G5	55,000	70,000
		1323	Administrative Assistant – Asia-Pacific	Bangkok	12	G7	76,000	90,000
		1332	Programme Assistant – West Asia	Manama	12	G6	76,000	90,000
		1341	Administrative Assistant - Africa	Nairobi	12	G7	61,000	62,000
		1342	Global Administrative Assistant	Nairobi/Law	12	G5	37,000	38,000
		1343	Programme Assistant - Africa	Nairobi	12	G6	46,000	47,000
		1344	Programme Assistant - Francophone Africa	Nairobi	12	G7	46,000	62,000
		1345	Global Administrative Assistant	Nairobi/Law	12	G6	37,000	47,000
		1351	Administrative Assistant – Latin America & Caribbean	Panama	12	G5	39,000	40,000
		1352	Administrative Assistant – Latin America & Caribbean	Panama	12	G7	62,000	65,000
			Subtotal Staff Personnel				7,069,000	7,183,900
	1600	TRAVEL						
		1601	Staff travel - Global*	Paris			171,000	171,000
		1610	Staff travel – Europe & Central Asia	Paris / ECA			25,000	25,000
		1620	Staff travel – South Asia	Bangkok			33,000	33,000
		1621	Staff travel – South East Asia	Bangkok			33,000	33,000
		1622	Staff travel - PIC	Bangkok			50,000	50,000
		1630	Staff travel – West Asia	Manama			45,000	45,000
		1640	Staff travel – Francophone Africa	Nairobi			60,500	60,500
		1641	Staff travel - Anglophone Africa	Nairobi			60,500	60,500
		1650	Staff travel - Caribbean	Panama			35,000	35,000
		1651	Staff travel - Latin America	Panama			35,000	35,000
			Subtotal Travel				548,000	548,000
2030	REGIONAL ACTIVITIES							
			CONTRACT SERVICE COMPONENT					
		2210	Network Thematic Meetings/South cooperation/Regional awareness raising – Europe & Central Asia	Paris / ECA			130,000	130,000
			Subtotal Europe & Central Asia				130,000	130,000
		2220	Network Thematic Meetings/South South cooperation/Regional awareness raising - South Asia	Bangkok			92,000	92,000
		2221	Network Thematic Meetings/South South cooperation/Regional awareness raising - South East Asia	Bangkok			70,000	70,000
		2222	Network Thematic Meetings/South South Cooperation/Regional awareness raising - PIC	Bangkok			105,000	105,000

		Budget Line	Component	Location	w/m	Grade	Approved CAP 2021	Approved CAP 2022	
			<i>Subtotal Asia-Pacific</i>				267,000	267,000	
		2230	Network Thematic Meetings/South South cooperation/Regional awareness raising – West Asia	Manama			100,000	100,000	
			<i>Subtotal West Asia</i>				100,000	100,000	
		2240	Network Thematic Meetings/South South cooperation/Regional awareness raising – Francophone Africa	Nairobi			175,000	175,000	
		2241	Thematic Meetings/South South cooperation/Regional awareness raising - Anglophone Africa	Nairobi			175,000	175,000	
			<i>Subtotal Africa</i>				350,000	350,000	
		2250	Network Thematic Meetings/South South cooperation/Regional awareness raising - Caribbean	Panama			130,000	130,000	
		2251	Network Thematic Meetings/South South cooperation/Regional awareness raising - Latin America	Panama			120,000	120,000	
			<i>Subtotal Latin America & Caribbean</i>				250,000	250,000	
			<i>Subtotal Regional activities</i>				1,097,000	1,097,000	
GLOBAL SERVICES/ CAPACITY DEVELOPMENT PORTFOLIO									
		3210	NOO Training				50,000	50,000	
		3211	Policy & Technical Assistance				95,000	95,000	
		3212	Translation & Outreach				115,000	160,000	
		3213	Legal Framework post Kigali				0	0	
		3214	Refrigeration Servicing Sector Assistance				160,000	160,000	
		3215	Enforcement & customs				85,000	85,000	
			<i>Subtotal Global Services</i>				505,000	550,000	
MEETINGS									
50		4210	Advisory and Consultative Meetings and Stakeholders Workshops	Paris/Regions			165,000	20,000	
			<i>Subtotal Meetings</i>				165,000	20,000	
			<i>Subtotal Global Services/Meetings</i>				670,000	570,000	
OFFICE OPERATIONS									
60		5210	Office Operations/Communication (equipment, rental, supplies & maintenance)	Paris			290,000	290,000	
		5220	Office Operations/Communication (equipment, rental, supplies & maintenance)	Regions			300,000	300,000	
			<i>Subtotal Office Operations</i>				590,000	590,000	
	99		TOTAL DIRECT PROJECT COST					9,974,000	9,988,900
							<i>Programme support costs (8%)</i>	797,920	799,112
90			GRAND TOTAL					10,771,920	10,788,012

*1601 Participation in meetings: Executive Committee, MOP/OEWG, Inter-Agency Coordination, Regional Network Meetings & outreach activities.

**3210 - 3215 activities & budget to be carried to 2022 (N.B. unspent balances on all other budget lines will be returned).

Annex XVII

REVISED UPDATED AGREEMENT BETWEEN THE GOVERNMENT OF THE KINGDOM OF BAHRAIN 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 Kingdom of Bahrain (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 33.74 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 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 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. UNEP has agreed to be the lead implementing agency (the “Lead IA”) and UNIDO has agreed to be the cooperating implementing agency/agencies (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. This revised updated Agreement supersedes the Agreement reached between the Government of Bahrain and the Executive Committee at the 84th 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	C	I	50.84
HCFC-141b	C	I	0.44
Sub-total			51.29
HCFC-141b contained in imported pre-blended polyols	C	I	10.11
Total			61.39

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	51.90	51.90	46.71	46.71	46.71	46.71	46.71	33.74	n/a
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	n/a	51.77	51.77	46.58	46.45	45.39	43.54	37.27	33.74	n/a
2.1	Lead IA (UNEP) agreed funding (US \$)	120,000	0	145,000	0	0	0	0	180,000	0	445,000
2.2	Support costs for Lead IA (US \$)	15,600	0	18,850	0	0	0	0	23,400	0	57,850
2.3	Cooperating IA (UNIDO) agreed funding (US \$)	549,455	0	0	0	0	0	0	0	0	549,455
2.4	Support costs for Cooperating IA (US \$)	38,462	0	0	0	0	0	0	0	0	38,462
3.1	Total agreed funding (US \$)	669,455	0	145,000	0	0	0	0	180,000	0	994,455

Row	Particulars	2012	2013	2014	2015	2016	2017	2018	2019	2020	Total
3.2	Total support costs (US \$)	54,062	0	18,850	0	0	0	0	23,400	0	96,312
3.3	Total agreed costs (US \$)	723,517	0	163,850	0	0	0	0	203,400	0	1,090,767
4.1.1	Total phase-out of HCFC-22 agreed to be achieved under this Agreement (ODP tonnes)										17.59
4.1.2	Phase-out of HCFC-22 to be achieved in previously approved projects (ODP tonnes)										0.0
4.1.3	Remaining eligible consumption for HCFC-22(ODP tonnes)										33.25
4.2.1	Total phase-out of HCFC-141b agreed to be achieved under this Agreement (ODP tonnes)										0.44
4.2.2	Phase-out of HCFC-141b to be achieved in previously approved projects (ODP tonnes)										0.0
4.2.3	Remaining eligible consumption for HCFC-141b (ODP tonnes)										0.0
4.3.1	Total phase-out of HCFC-141b contained in imported pre-blended polyols agreed to be achieved under this Agreement (ODP tonnes)										0.0
4.3.2	Phase-out of HCFC-141b contained in imported pre-blended polyols to be achieved in previously approved projects (ODP tonnes)										0.0
4.3.3	Remaining eligible consumption for HCFC-141b contained in imported pre-blended polyols (ODP tonnes)										10.11

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. All of the monitoring activities will be co-ordinated and managed by the National Ozone Unit (NOU) and the two implementing agencies through the project funding, 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 cross-checking 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.
3. In order to ensure that all activities are taking place as planned in the HPMP and to ensure close collaboration between the Lead and the Cooperating IAs, a project implementation and monitoring component is included in the project. This will cover the implementation activities, the day-to-day follow-up, and the selected consultants will advise the NOU, the Lead and the Cooperating IAs if necessary corrective measures are required.
4. The goal of the component is to monitor effectiveness of implementation of the HPMP, including reductions of HCFC consumption levels, and to measure the impact of the project activities on the overall phase out strategy and programme. The Government of Bahrain in consultation with the Lead and the Cooperating IAs will select and contract an independent local organization/firm to undertake this task and report annually on the outcomes and deliverables of the HPMP.
5. The NOU will be responsible for providing the selected organization with all relevant information in possession, full information on NOU activities and partners, and the necessary support/documentation to ensure its access to relevant official institutions and other organizations; and providing the reasonable support in independent data collection.

6. The selected organization will be responsible for:
 - (a) Developing and presenting to the Lead IA, the Cooperating IA and the NOU the approach to independent monitoring of the terminal phase-out management plan implementation;
 - (b) Undertaking independent monitoring of all the activities implemented in the HPMP;
 - (c) Presenting reports on HPMP implementation status and HCFC consumption in the country on half-yearly basis;
 - (d) Preparing periodic (annual) assessment of the consumption of ODS and evaluating the impact of the projects being undertaken; and
 - (e) Taking into consideration comments and recommendations of the Lead IA, the Cooperating IA and the NOU on activities and react accordingly.

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
- (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. 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 \$88 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 XVIII

AGREEMENT BETWEEN THE GOVERNMENT OF THE KINGDOM OF BAHRAIN 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 Bahrain (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 13.75 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; 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.

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;
 - (iv) Provision of funding for activities not included in the current endorsed Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 30 per cent of the total cost of the last approved tranche; and
 - (v) Changes in alternative technologies, on the understanding that any submission for such a request would identify the associated incremental costs, the potential impact to the climate, and any differences in ODP tonnes to be phased out if applicable, as well as confirm that the Country agrees that potential savings related to the change of technology would decrease the overall funding level under this Agreement accordingly;
- (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) 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;
- (d) 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;
- (e) The Country agrees, in cases where HFC technologies have been chosen as an alternative to HCFCs, 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.

Considerations for the refrigeration servicing sector

8. Specific attention will be paid to the execution of the activities in the refrigeration servicing 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 relevant bilateral and/or implementing agencies would take into consideration relevant decisions on the refrigeration servicing sector during the implementation of the Plan.

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. 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 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 kg of reductions in consumption not achieved in any one year. The Executive Committee will discuss each specific case in which the Country did not comply with this Agreement, and take related decisions. Once decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding for future tranches as per paragraph 5 above.

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

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

Date of completion

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

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

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)
HCFC-22	C	I	50.85
HCFC-141b	C	I	0.44
Sub-total			51.28
HCFC-141b contained in imported pre-blended polyols	C	I	10.11
Total	C	I	61.39

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars	2021	2022	2023	2024	2025	Total
1.1	Montreal Protocol reduction schedule of Annex C, Group I substances (ODP tonnes)	33.74	33.74	33.74	33.74	16.87	n/a
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	33.74	30.45	30.00	29.50	13.75	n/a
2.1	Lead IA (UNEP) agreed funding (US \$)	249,500	0	79,500	55,000	0	384,000
2.2	Support costs for Lead IA (US \$)	32,435	0	10335	7,150	0	49,920
2.3	Cooperating IA (UNIDO) agreed funding (US \$)	203,999	0	54,000	21,000	0	278,999
2.4	Support costs for Cooperating IA (US \$)	14,280	0	3,780	1,470	0	19,530
3.1	Total agreed funding (US \$)	453,499	0	133,500	76,000	0	662,999
3.2	Total support costs (US \$)	46,715	0	14,115	8,620	0	69,450
3.3	Total agreed costs (US \$)	500,214	0	147,615	84,620	0	732,449
4.1.1	Total phase-out of HCFC-22 agreed to be achieved under this Agreement (ODP tonnes)						30.50
4.1.2	Phase-out of HCFC-22 to be achieved in the previous stage (ODP tonnes)						17.59
4.1.3	Remaining eligible consumption for HCFC-22 (ODP tonnes)						2.75
4.2.1	Total phase-out of HCFC-141b agreed to be achieved under this Agreement (ODP tonnes)						0
4.2.2	Phase-out of HCFC-141b to be achieved in the previous stage (ODP tonnes)						0.44
4.2.3	Remaining eligible consumption for HCFC-141b (ODP tonnes)						0
4.3.1	Total phase-out of HCFC-141b contained in imported pre-blended polyols agreed to be achieved under this Agreement (ODP tonnes)						10.11
4.3.2	Phase-out of HCFC-141b contained in imported pre-blended polyols to be achieved in the previous stage (ODP tonnes)						0
4.3.3	Remaining eligible consumption for HCFC-141b contained in imported pre-blended polyols (ODP tonnes)						0

*Date of completion of stage I as per stage I Agreement: 31 December 2021.

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 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 national ozone unit (NOU) is the central administrative unit established within the Supreme Council of Environment and is responsible for co-ordination of governmental agencies with respect to the ozone layer protection and facilitation of ODS phase-out, and the implementation of activities under the Plan.
2. The NOU will manage the implementation of the activities under the Plan in cooperation with the Lead IA. An independent and certified auditor will audit and verify the consumption of HCFCs reported by the Government under Article 7 of the Montreal Protocol and the country programme reporting.
3. The Project Management Unit will monitor the implementation of the activities. The detailed responsibilities include the following:
 - (a) Day-to-day implementation of investment projects (where applicable), training programmes, technical assistance and awareness-raising activities included in the approved Plan;
 - (b) Providing support to the NOU and independent verifier during verification process (e.g., meetings with relevant stakeholders, data collection co-ordination, and inputs on review findings);
 - (c) Under the guidance of the NOU, co-ordinating non-governmental stakeholders or some Government department(s), industrial associations, research institutes, standard bureau, training institutes, and statistics bureau for the implementation of activities under the Plan; and
 - (d) Assisting the NOU in data gathering, analysis and reporting, including collecting and analyzing consumption data pertaining to the controlled substances associated with the Plan 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 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, 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) 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;
- (l) 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;
- (n) Reaching consensus with the Cooperating IA on any planning, co-ordination and reporting arrangements required to facilitate the implementation of the Plan; and
- (o) Timely releasing funds to the Country/participating enterprises for completing the activities related to the project.

2. After consultation with the Country and taking into account any views expressed, the Lead IA will select and mandate an independent entity to carry out the verification of the 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, co-ordination 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 \$32.27 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 XIX

AGREEMENT BETWEEN THE GOVERNMENT OF CABO VERDE 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 Cabo Verde (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 zero ODP tonnes by 1 January 2030 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 row 4.1.3 (remaining consumption eligible for funding).
3. Subject to compliance by the Country with its obligations set out in this Agreement, the Executive Committee agrees, in principle, to provide the funding set out in row 3.1 of Appendix 2-A to the Country. The Executive Committee will, in principle, provide this funding at the Executive Committee meetings specified in Appendix 3-A (“Funding Approval Schedule”).
4. The Country agrees to implement this Agreement in accordance with 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; 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.

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;
 - (iv) Provision of funding for activities not included in the current endorsed Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 30 per cent of the total cost of the last approved tranche; and
 - (v) Changes in alternative technologies, on the understanding that any submission for such a request would identify the associated incremental costs, the potential impact to the climate, and any differences in ODP tonnes to be phased out if applicable, as well as confirm that the Country agrees that potential savings related to the change of technology would decrease the overall funding level under this Agreement accordingly;
- (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 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 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 relevant bilateral and/or implementing agencies would take into consideration relevant decisions on the refrigeration servicing sector during the implementation of the Plan.

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. UNEP 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 role of the Lead IA is contained in Appendix 6-A. The Executive Committee agrees, in principle, to provide the Lead IA with the fees set out in row 2.2 of Appendix 2-A.

Non-compliance with the 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 kg of reductions in consumption not achieved in any one year. The Executive Committee will discuss each specific case in which the Country did not comply with this Agreement, and take related decisions. Once decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding for future tranches as per paragraph 5 above.

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

13. The Country will comply with any reasonable request of the Executive Committee, the Lead IA 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.

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

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)
HCFC-22	C	I	0.25

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars	2021	2022 2023	2024	2025 2026	2027	2028 2029	2030	Total
1.1	Montreal Protocol reduction schedule of Annex C, Group I substances (ODP tonnes)	0.72	0.72	0.72	0.36	0.36	0.36	0	n/a
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	0.04	0.04	0.04	0.02	0.02	0.02	0	n/a
2.1	Lead IA (UNEP) agreed funding (US \$)	173,000	0	131,000	0	79,000	0	44,500	427,500
2.2	Support costs for Lead IA (US \$)	22,490	0	17,030	0	10,270	0	5,785	55,575
3.1	Total agreed funding (US \$)	173,000	0	131,000	0	79,000	0	44,500	427,500
3.2	Total support costs (US \$)	22,490	0	17,030	0	10,270	0	5,785	55,575
3.3	Total agreed costs (US \$)	195,490	0	148,030	0	89,270	0	50,285	483,075
4.1.1	Total phase-out of HCFC-22 agreed to be achieved under this Agreement (ODP tonnes)								0.16
4.1.2	Phase-out of HCFC-22 to be achieved in the previous stage (ODP tonnes)								0.09

Row	Particulars	2021	2022 2023	2024	2025 2026	2027	2028 2029	2030	Total
4.1.3	Remaining eligible consumption for HCFC-22 (ODP tonnes)								0.00

* Date of completion of stage I as per stage I Agreement: 31 December 2021.

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 Country will ensure that it conducts accurate monitoring of its activities under this Agreement. The National Ozone Unit will submit annual progress reports of the status of implementation to the Lead IA. The verification of the achievement of the performance targets as per Executive Committee requirements will be assigned to an independent company or independent consultants selected 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, 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;
- (l) Providing assistance with policy, management and technical support when required; and
- (m) Timely releasing funds to the Country/participating enterprises for completing the activities related to the project.

2. After consultation with the Country and taking into account any views expressed, the Lead IA will select and mandate an independent entity to carry out the verification of the 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, 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 XX

AGREEMENT BETWEEN THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF THE CONGO 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 the Democratic Republic of the Congo (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 zero ODP tonnes by 1 January 2030 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 row 4.1.3 (remaining consumption eligible for funding).
3. Subject to compliance by the Country with its obligations set out in this Agreement, the Executive Committee agrees, in principle, to provide the funding set out in row 3.1 of Appendix 2-A to the Country. The Executive Committee will, in principle, provide this funding at the Executive Committee meetings specified in Appendix 3-A (“Funding Approval Schedule”).
4. The Country agrees to implement this Agreement in accordance with 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; 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.

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;
 - (iv) Provision of funding for activities not included in the current endorsed Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 30 per cent of the total cost of the last approved tranche; and
 - (v) Changes in alternative technologies, on the understanding that any submission for such a request would identify the associated incremental costs, the potential impact to the climate, and any differences in ODP tonnes to be phased out if applicable, as well as confirm that the Country agrees that potential savings related to the change of technology would decrease the overall funding level under this Agreement accordingly;
- (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) The Country agrees, in cases where HFC technologies have been chosen as an alternative to HCFCs, 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

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

Considerations for the refrigeration servicing sector

8. Specific attention will be paid to the execution of the activities in the refrigeration servicing 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 relevant bilateral and/or implementing agencies would take into consideration relevant decisions on the refrigeration servicing sector during the implementation of the Plan.

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. United Nations Environment Programme (UNEP) has agreed to be the lead implementing agency (the “Lead IA”) and United Nations Development Programme (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). 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 kg of reductions in consumption not achieved in any one year. The Executive

Committee will discuss each specific case in which the Country did not comply with this Agreement, and take related decisions. Once decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding for future tranches as per paragraph 5 above.

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

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

Date of completion

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

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

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)
HCFC-22	C	I	17

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars	2021	2022 2023	2024	2025 2026	2027	2028 2029	2030	Total
1.1	Montreal Protocol reduction schedule of Annex C, Group I substances (ODP tonnes)	43.04	43.04	43.04	21.52	21.52	21.52	0	n/a
1.2	Maximum allowable total consumption of Annex C, Group I	6.00	6.00	6.00	3.00	3.00	2.00	0	n/a

Row	Particulars	2021	2022 2023	2024	2025 2026	2027	2028 2029	2030	Total
	substances (ODP tonnes)								
2.1	Lead IA (UNEP) agreed funding (US \$)	140,000	0	160,000	0	185,000	0	115,000	600,000
2.2	Support costs for Lead IA (US \$)	17,733	0	20,267	0	23,433	0	14,567	76,000
2.3	Cooperating IA (UNDP) agreed funding (US \$)	218,000	0	210,500	0	96,500	0	0	525,000
2.4	Support costs for Cooperating IA (US \$)	15,260	0	14,735	0	6,755	0	0	36,750
3.1	Total agreed funding (US \$)	358,000	0	370,500	0	281,500	0	115,000	1,125,000
3.2	Total support costs (US \$)	32,993	0	35,002	0	30,188	0	14,567	112,750
3.3	Total agreed costs (US \$)	390,993	0	405,502	0	311,688	0	129,567	1,237,750
4.1.1	Total phase-out of HCFC-22 agreed to be achieved under this Agreement (ODP tonnes)								11.2
4.1.2	Phase-out of HCFC-22 to be achieved in the previous stage (ODP tonnes)								5.8
4.1.3	Remaining eligible consumption for HCFC-22 (ODP tonnes)								0

*Date of completion of stage I as per stage I Agreement: 30 June 2020

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 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 National Ozone Unit will submit annual progress reports on the status of implementation of the Plan to the Lead IA. Monitoring the development of the Plan and verification of the achievement of performance targets specified in the Plan will be assigned by the Lead IA to an independent local company or to independent local consultants.

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, 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) 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;
- (l) 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;
- (n) Reaching consensus with the Cooperating IA on any planning, co-ordination and reporting arrangements required to facilitate the implementation of the Plan; and
- (o) Timely releasing funds to the Country/participating enterprises for completing the activities related to the project.

2. After consultation with the Country and taking into account any views expressed, the Lead IA will select and mandate an independent entity to carry out the verification of the 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, co-ordination 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 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 XXI

AGREEMENT BETWEEN THE GOVERNMENT OF ETHIOPIA 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 Ethiopia (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 zero ODP tonnes by 1 January 2030 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 row 4.1.3 (remaining consumption eligible for funding).
3. Subject to compliance by the Country with its obligations set out in this Agreement, the Executive Committee agrees, in principle, to provide the funding set out in row 3.1 of Appendix 2-A to the Country. The Executive Committee will, in principle, provide this funding at the Executive Committee meetings specified in Appendix 3-A (“Funding Approval Schedule”).
4. The Country agrees to implement this Agreement in accordance with 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; 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.

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;
 - (iv) Provision of funding for activities not included in the current endorsed Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 30 per cent of the total cost of the last approved tranche; and
 - (v) Changes in alternative technologies, on the understanding that any submission for such a request would identify the associated incremental costs, the potential impact to the climate, and any differences in ODP tonnes to be phased out if applicable, as well as confirm that the Country agrees that potential savings related to the change of technology would decrease the overall funding level under this Agreement accordingly;
- (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) The Country agrees, in cases where HFC technologies have been chosen as an alternative to HCFCs, 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

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

Considerations for the refrigeration servicing sector

8. Specific attention will be paid to the execution of the activities in the refrigeration servicing 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 relevant bilateral and/or implementing agencies would take into consideration relevant decisions on the refrigeration servicing sector during the implementation of the Plan.

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. United Nations Environment Programme (UNEP) has agreed to be the lead implementing agency (the “Lead IA”) and United Nations Industrial Development Organization (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 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 kg of reductions in consumption not achieved in any one year. The Executive

Committee will discuss each specific case in which the Country did not comply with this Agreement, and take related decisions. Once decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding for future tranches as per paragraph 5 above.

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

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

Date of completion

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

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

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)
HCFC-22	C	I	5.5

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars	2021	2022-2023	2024	2025	2026	2027-2029	2030	Total
1.1	Montreal Protocol reduction schedule of Annex C, Group I substances (ODP tonnes)	3.58	3.58	3.58	1.79	1.79	1.79	0	n/a
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	3.58	3.58	3.58	1.79	1.79	1.79	0	n/a

Row	Particulars	2021	2022-2023	2024	2025	2026	2027-2029	2030	Total
2.1	Lead IA (UNEP) agreed funding (US \$)	137,000	0	100,000	0	98,000	0	63,000	398,000
2.2	Support costs for Lead IA (US \$)	17,810	0	13,000	0	12,740	0	8,190	51,740
2.3	Cooperating IA (UNIDO) agreed funding (US \$)	60,000	0	90,000	0	37,000	0	0	187,000
2.4	Support costs for Cooperating IA (US \$)	5,400	0	8,100	0	3,330	0	0	16,830
3.1	Total agreed funding (US \$)	197,000	0	190,000	0	135,000	0	63,000	585,000
3.2	Total support costs (US \$)	23,210	0	21,100	0	16,070	0	8,190	68,570
3.3	Total agreed costs (US \$)	220,210	0	211,100	0	151,070	0	71,190	653,570
4.1.1	Total phase-out of HCFC-22 agreed to be achieved under this Agreement (ODP tonnes)								3.58
4.1.2	Phase-out of HCFC-22 to be achieved in the previous stage (ODP tonnes)								1.92
4.1.3	Remaining eligible consumption for HCFC-22 (ODP tonnes)								0.00

*Date of completion of stage I as per decision 85/22(a): 31 December 2022

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 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 national ozone unit will submit annual progress reports on the status of the Plan implementation to the Lead IA.

1. Monitoring of the Plan and verification of achievements of the performance targets specified in the Plan will be assigned to independent local companies or independent local 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, 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, 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) 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;
- (l) 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;
- (n) Reaching consensus with the Cooperating IA on any planning, co-ordination and reporting arrangements required to facilitate the implementation of the Plan; and
- (o) Timely releasing funds to the Country/participating enterprises for completing the activities related to the project.

2. After consultation with the Country and taking into account any views expressed, the Lead IA will select and mandate an independent entity to carry out the verification of the 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, co-ordination 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 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 FIJI 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 Fiji (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 zero ODP tonnes by 1 January 2030 in compliance with the Montreal Protocol
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. 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; 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.

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;
 - (iv) Provision of funding for activities not included in the current endorsed Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 30 per cent of the total cost of the last approved tranche; and
- (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) The Country agrees, in cases where HFC technologies have been chosen as an alternative to HCFCs, 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

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

Considerations for the refrigeration servicing sector

8. Specific attention will be paid to the execution of the activities in the refrigeration servicing 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 relevant bilateral and/or implementing agencies would take into consideration relevant decisions on the refrigeration servicing sector during the implementation of the Plan.

Bilateral and implementing agencies

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

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

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

Date of completion

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

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

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)
HCFC-22	C	I	5.69
HCFC-142b	C	I	0.04
Total	C	I	5.73

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	Total
1.1	Montreal Protocol reduction schedule of Annex C, Group I substances (ODP tonnes)	3.72	3.72	3.72	3.72	1.86	1.86	1.86	1.86	1.86	0	n/a
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	3.72	3.72	3.72	3.72	1.86	1.86	1.86	1.86	1.86	0	n/a

Row	Particulars	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	Total
2.1	Lead IA (UNDP) agreed funding (US \$)	176,000				139,000					36,000	351,000
2.2	Support costs for Lead IA (US \$)	12,320				9,730					2,520	24,570
2.3	Cooperating IA (UNEP) agreed funding (US \$)	116,700				93,900					23,400	234,000
2.4	Support costs for Cooperating IA (US \$)	15,171				12,207					3,042	30,420
3.1	Total agreed funding (US \$)	292,700	0	0	0	232,900	0	0	0	0	59,400	585,000
3.2	Total support costs (US \$)	27,491				21,937					5,562	54,990
3.3	Total agreed costs (US \$)	320,191	0	0	0	254,837	0	0	0	0	64,962	639,990
4.1.1	Total phase-out of HCFC-22 agreed to be achieved under this Agreement (ODP tonnes)											3.72
4.1.2	Phase-out of HCFC-22 to be achieved in the previous stage (ODP tonnes)											1.97
4.1.3	Remaining eligible consumption for HCFC-22 (ODP tonnes)											0.00
4.2.1	Total phase-out of HCFC-142b agreed to be achieved under this Agreement (ODP tonnes)											0.00
4.2.2	Phase-out of HCFC-142b to be achieved through previously approved projects (ODP tonnes)											0.04
4.2.3	Remaining eligible consumption of HCFC-142b (ODP tonnes)											0.00

*Date of completion of stage I as per stage I Agreement: 31 December 2022

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 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 Department of Environment will be responsible for the overall project monitoring of all activities under the Plan. The Department of Environment will be responsible for the planning, coordination, implementation of daily work of the project implementation. It will also assist the Government and non-Government organizations, to streamline their activities for smooth implementation of the projects. The ODS Unit will submit annual progress reports on the status of the implementation to the Lead IA and the Cooperating IA to monitor implementation progress of the Plan.
2. Annual consumption of HCFCs and other ODSs will be monitored by the Department of Environment in collaboration with the Fiji Customs Department. The Department of Environment will liaise with importers of HCFCs and other ODSs to obtain necessary data for reconciliation of statistics on the periodically basis.
3. The Department of Environment will undertake regular inspection to refrigeration and air-conditioning (RAC) training centres and RAC servicing workshops to monitor conditions of RAC servicing tools distributed under the Plan.
4. The Department of Environment will also undertake market survey to gauge the penetration of non-HCFC substitutes and alternative technologies in the RAC sector. It will monitor the implementation of capacity building activities with relevant agencies e.g. RAC technician training and customs and enforcement officers training.

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, 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) 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 the Cooperating IA;
 - (l) 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;
 - (n) Reaching consensus with the Cooperating IA on any planning, co-ordination and reporting arrangements required to facilitate the implementation of the Plan; and
 - (o) Timely releasing funds to the Country/participating enterprises for completing the activities related to the project.

2. After consultation with the Country and taking into account any views expressed, the Lead IA will select and mandate an independent entity to carry out the verification of the 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, co-ordination 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 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 XXIII

AGREEMENT BETWEEN THE GOVERNMENT OF GEORGIA 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 Georgia (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 zero ODP tonnes by 1 January 2030 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 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; 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.

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;
 - (iv) Provision of funding for activities not included in the current endorsed Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 30 per cent of the total cost of the last approved tranche; and
 - (v) Changes in alternative technologies, on the understanding that any submission for such a request would identify the associated incremental costs, the potential impact to the climate, and any differences in ODP tonnes to be phased out if applicable, as well as confirm that the Country agrees that potential savings related to the change of technology would decrease the overall funding level under this Agreement accordingly;
- (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) The Country agrees, in cases where HFC technologies have been chosen as an alternative to HCFCs, 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

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

Considerations for the refrigeration servicing sector

8. Specific attention will be paid to the execution of the activities in the refrigeration servicing 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 relevant bilateral and/or implementing agencies would take into consideration relevant decisions on the refrigeration servicing sector during the implementation of the Plan.

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 role of the Lead IA is contained in Appendix 6-A. The Executive Committee agrees, in principle, to provide the Lead IA with the fees set out in row 2.2 of Appendix 2-A.

Non-compliance with the 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 kg of reductions in consumption not achieved in any one year. The Executive Committee will discuss each specific case in which the Country did not comply with this Agreement, and take related decisions. Once decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding for future tranches as per paragraph 5 above.

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

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

Date of completion

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

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

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)
HCFC-22	C	I	4.57
HCFC-142b	C	I	0.64
Total			5.21

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars	2021	2022	2023	2024	2025-2026	2027	2028-2029	2030	Total
1.1	Montreal Protocol reduction schedule of Annex C, Group I substances (ODP tonnes)	3.45	3.45	3.45	3.45	1.72	1.72	1.72	0	n/a
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	2.60	2.32	2.04	1.76	1.49	1.49	1.49	0	n/a
2.1	Lead IA (UNDP) agreed funding (US \$)	190,839	0	0	235,962	0	98,981	0	59,218	585,000
2.2	Support costs for Lead IA (US \$)	13,359	0	0	16,517	0	6,929	0	4,145	40,950

Row	Particulars	2021	2022	2023	2024	2025-2026	2027	2028-2029	2030	Total
3.1	Total agreed funding (US \$)	190,839	0	0	235,962	0	98,981	0	59,218	585,000
3.2	Total support costs (US \$)	13,359	0	0	16,517	0	6,929	0	4,145	40,950
3.3	Total agreed costs (US \$)	204,198	0	0	252,479	0	105,910	0	63,363	625,950
4.1.1	Total phase-out of HCFC-22 agreed to be achieved under this Agreement (ODP tonnes)									2.97
4.1.2	Phase-out of HCFC-22 to be achieved in the previous stage (ODP tonnes)									1.60
4.1.3	Remaining eligible consumption for HCFC-22 (ODP tonnes)									0
4.2.1	Total phase-out of HCFC-142b agreed to be achieved under this Agreement (ODP tonnes)									n/a
4.2.2	Phase-out of HCFC-142b to be achieved in the previous stage (ODP tonnes)									0.64
4.2.3	Remaining eligible consumption for HCFC-142b (ODP tonnes)									0

*Date of completion of stage I as per stage I Agreement: 31 December 2021

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 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 Plan will be implemented by the Ministry of Environmental Protection and Agriculture of Georgia with support from the Lead IA.
2. The Lead IA will apply its administrative procedures towards implementation of the Plan. In particular, the Lead IA will use the national implementation modality based on establishment of annual work plans and utilization of the Lead IA procurement functions for the delivery of equipment and tools planned in the Plan. Regular monitoring of compliance with the work plans are ensured 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, 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;
- (l) Providing assistance with policy, management and technical support when required; and
- (m) Timely releasing funds to the Country/participating enterprises for completing the activities related to the project.

2. After consultation with the Country and taking into account any views expressed, the Lead IA will select and mandate an independent entity to carry out the verification of the 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, 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 XXIV

AGREEMENT BETWEEN THE GOVERNMENT OF THE STATE OF KUWAIT 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 the State of Kuwait (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 136.05 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, 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 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; 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.

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;
 - (iv) Provision of funding for activities not included in the current endorsed Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 30 per cent of the total cost of the last approved tranche; and
 - (v) Changes in alternative technologies, on the understanding that any submission for such a request would identify the associated incremental costs, the potential impact to the climate, and any differences in ODP tonnes to be phased out if applicable, as well as confirm that the Country agrees that potential savings related to the change of technology would decrease the overall funding level under this Agreement accordingly;
- (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) 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;

- (d) 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;
- (e) The Country agrees, in cases where HFC technologies have been chosen as an alternative to HCFCs, 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.

Considerations for the refrigeration servicing sector

8. Specific attention will be paid to the execution of the activities in the refrigeration servicing 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 relevant bilateral and/or implementing agencies would take into consideration relevant decisions on the refrigeration servicing sector during the implementation of the Plan.

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. 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 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 subparagraph 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 row 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 kg of reductions in consumption not achieved in any one year. The Executive Committee will discuss each specific case in which the Country did not comply with this Agreement, and take related decisions. Once decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding for future tranches as per paragraph 5 above.

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

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

Date of completion

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

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

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)
HCFC-22	C	I	260.45
HCFC-123	C	I	0.28
HCFC-141b	C	I	75.19

HCFC-142b	C	I	82.68
Sub-total			418.60
HCFC-141b contained in imported pre-blended polyols	C	I	10.64
Total			429.24

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars	2021	2022	2023	2024	2025	Total
1.1	Montreal Protocol reduction schedule of Annex C, Group I substances (ODP tonnes)	272.09	272.09	272.09	272.09	136.05	n/a
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	254.51	254.51	244.51	234.51	136.05	n/a
2.1	Lead IA (UNEP) agreed funding (US \$)	670,840	0	1,013,560	0	268,400	1,952,800
2.2	Support costs for Lead IA (US \$)	77,228	0	116,682	0	30,898	224,808
2.3	Cooperating IA (UNIDO) agreed funding (US \$)	249,600	0	287,600	0	60,000	597,200
2.4	Support costs for Cooperating IA (US \$)	17,472	0	20,132	0	4,200	41,804
3.1	Total agreed funding (US \$)	920,440	0	1,301,160	0	328,400	2,550,000
3.2	Total support costs (US \$)	94,700	0	136,814	0	35,098	266,612
3.3	Total agreed costs (US \$)	1,015,140	0	1,437,974	0	363,498	2,816,612
4.1.1	Total phase-out of HCFC-22 agreed to be achieved under this Agreement (ODP tonnes)						84.86
4.1.2	Phase-out of HCFC-22 to be achieved in the previous stage (ODP tonnes)						81.25
4.1.3	Remaining eligible consumption of HCFC-22 (ODP tonnes)						94.34
4.2.1	Total phase-out of HCFC-123 agreed to be achieved under this Agreement (ODP tonnes)						0.28
4.2.2	Phase-out of HCFC-123 to be achieved in the previous stage (ODP tonnes)						0.00
4.2.3	Remaining eligible consumption of HCFC-123 (ODP tonnes)						0.00
4.3.1	Total phase-out of HCFC-141b agreed to be achieved under this Agreement (ODP tonnes)						0.00
4.3.2	Phase-out of HCFC-141b to be achieved in the previous stage (ODP tonnes)						75.19
4.3.3	Remaining eligible consumption of HCFC-141b (ODP tonnes)						0.00
4.4.1	Total phase-out of HCFC-142b agreed to be achieved under this Agreement (ODP tonnes)						0.00
4.4.2	Phase-out of HCFC-142b to be achieved in the previous stage (ODP tonnes)						82.68
4.4.3	Remaining eligible consumption of HCFC-142b (ODP tonnes)						0.00
4.5.1	Total phase-out of HCFC-141b contained in imported pre-blended polyols agreed to be achieved under this Agreement (ODP tonnes)						10.64
4.5.2	Phase-out of HCFC-141b contained in imported pre-blended polyols to be achieved in the previous stage (ODP tonnes)						0.00
4.5.3	Remaining eligible consumption of HCFC-141b contained in imported pre-blended polyols (ODP tonnes)						0.00

*Date of completion of stage I, as decided at the 88th meeting: 30 June 2022.

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 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 National Ozone Unit (NOU) is the central administrative unit established within the administrative structure of Ministry of Environment and is responsible for:

- (a) The co-ordination of governmental activities with respect to the ozone layer protection and facilitation of ODS phase-out;
- (b) Overall co-ordination of national activities towards the Plan implementation;
- (c) Management of the implementation of the planned project activities in cooperation with the Lead IA; and
- (d) Designating an independent and certified auditor to audit and verify ODS consumption reported by the Government through Article 7 and Country Programme reports.

2. The monitoring role is with the Project Management Unit (PMU) and includes the following:

- (a) Day-to-day implementation of investment projects (where applicable), training programmes, technical assistance and awareness-raising activities included in the approved HPMPs;
- (b) Providing support to the NOU and the independent verifier on the verification process (e.g., meetings with relevant stakeholders, data collection co-ordination, and input on review findings);
- (c) Under the supervision of the NOU, co-ordinating with non-governmental stakeholders, Government department(s), industrial associations, research institutes, training institutes, the Standards Bureau and the Statistics Bureau for the implementation of the Plan activities; and
- (d) While the main responsibility for data gathering, analysis and reporting remains within the NOU, in some cases the PMU participates in collecting and analyzing consumption data pertaining to the controlled substances associated with the Plan 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 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, 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) 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;
- (l) 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;
- (n) Reaching consensus with the Cooperating IA on any planning, co-ordination and reporting arrangements required to facilitate the implementation of the Plan; and
- (o) Timely releasing funds to the Country/participating enterprises for completing the activities related to the project.

2. After consultation with the Country and taking into account any views expressed, the Lead IA will select and mandate an independent entity to carry out the verification of the 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, co-ordination 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 \$53.25 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 XXV

AGREEMENT BETWEEN THE GOVERNMENT OF MOROCCO 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 Morocco (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 16.69 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; 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.

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;
 - (iv) Provision of funding for activities not included in the current endorsed Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 30 per cent of the total cost of the last approved tranche; and
 - (v) Changes in alternative technologies, on the understanding that any submission for such a request would identify the associated incremental costs, the potential impact to the climate, and any differences in ODP tonnes to be phased out if applicable, as well as confirm that the Country agrees that potential savings related to the change of technology would decrease the overall funding level under this Agreement accordingly;
- (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) 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;
- (d) 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;
- (e) The Country agrees, in cases where HFC technologies have been chosen as an alternative to HCFCs, 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.

Considerations for the refrigeration servicing sector

8. Specific attention will be paid to the execution of the activities in the refrigeration servicing 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 relevant bilateral and/or implementing agencies would take into consideration relevant decisions on the refrigeration servicing sector during the implementation of the Plan.

Bilateral and implementing agencies

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

10. The Lead IA will be responsible for ensuring 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 role of the Lead IA is contained in Appendix 6-A. The Executive Committee agrees, in principle, to provide the Lead IA with the fees set out in row 2.2 of Appendix 2-A.

Non-compliance with the 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 kg of reductions in consumption not achieved in any one year. The Executive Committee will discuss each specific case in which the Country did not comply with this Agreement, and take related decisions. Once decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding for future tranches as per paragraph 5 above.

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

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

Date of completion

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

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

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)
HCFC-22	C	I	45.88
HCFC-141b	C	I	14.01
Sub-total			59.89
HCFC-141b contained in imported pre-blended polyols	C	I	7.90
Total	C	I	67.79

APPENDIX 2-A: THE TARGETS, AND FUNDING*

Row	Particulars	2021	2022	2023	2024	2025	Total
1.1	Montreal Protocol reduction schedule of Annex C, Group I substances (ODP tonnes)	33.38	33.38	33.38	33.38	16.69	n/a
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	33.38	25.33	25.33	25.33	16.69	n/a
2.1	Lead IA (UNIDO) agreed funding (US \$)	370,000		305,000		79,032	754,032
2.2	Support costs for Lead IA (US \$)	25,900		21,350		5,532	52,782
3.1	Total agreed funding (US \$)	370,000	0	305,000	0	79,032	754,032
3.2	Total support costs (US \$)	25,900	0	21,350	0	5,532	52,782
3.3	Total agreed costs (US \$)	395,900	0	326,350	0	84,564	806,814
4.1.1	Total phase-out of HCFC-22 agreed to be achieved under this Agreement (ODP tonnes)						8.64
4.1.2	Phase-out of HCFC-22 to be achieved in the previous stage (ODP tonnes)						20.55**
4.1.3	Remaining eligible consumption for HCFC-22 (ODP tonnes)						16.69
4.2.1	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 the previous stage (ODP tonnes)						14.01
4.2.3	Remaining eligible consumption for HCFC-141b (ODP tonnes)						0.00
4.3.1	Total phase-out of HCFC-141b contained in imported pre-blended polyols agreed to be achieved under this Agreement (ODP tonnes)						0.00
4.3.2	Phase-out of HCFC-141b contained in imported pre-blended polyols to be achieved in the previous stage (ODP tonnes)						0.00
4.3.3	Remaining eligible consumption for HCFC-141b contained in imported pre-blended polyols (ODP tonnes)						7.90

*Date of completion of stage I as per stage I Agreement: 31 December 2021.

**Stage I was originally planned for 2017. At the 83rd meeting, stage I was extended from 2017 to 2020. Additional 17.98 ODP tonnes of phase-out was achieved after stage I was extended.

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 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 implementation structure for the Plan implementation consists of the following entities:
 - (a) The National Ozone Committee (NOC) established for stage I of the HPMP will continue to function at the national level during the Plan implementation. The NOC will provide strategic direction, monitor activities and plan priorities during the implementation of the Plan. Members of the NOC include the Ministry of Environment, the Ministry of Trade and relevant ministries, the National Ozone Unit (NOU), Lead IA, Project Management Unit, industrial associations, training and awareness-building institutions; gender-related entities; and other stakeholders, if necessary;
 - (b) The NOU under the Ministry of Industry, Commerce, and Green and Digital Economy (MICEVN) will be responsible for coordinating national authorities, stakeholders and the Lead IA, monitoring activities and reporting on the progress achieved with the assistance of the Lead IA and in accordance with the Agreement; and
 - (c) UNIDO as the Lead IA for the implementation of the Plan is responsible for implementing the agreed activities, verifying consumption targets and reporting on progress and achievements to the Executive Committee in accordance with the Agreement.

APPENDIX 6-A: ROLE OF THE LEAD IMPLEMENTING AGENCY

1. The Lead IA will be responsible for a range of activities, including at least the following:
 - (a) Ensuring performance and financial verification in accordance with this Agreement and with its specific internal procedures and requirements as set out in the Country's 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;
- (l) Providing assistance with policy, management and technical support when required; and
- (m) Timely releasing funds to the Country/participating enterprises for completing the activities related to the project.

2. After consultation with the Country and taking into account any views expressed, the Lead IA will select and mandate an independent entity to carry out the verification of the 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 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.

APPENDIX 8-A: SECTOR SPECIFIC ARRANGEMENTS

1. Submission of the foam umbrella project to completely phase out the HCFC-141b contained in imported pre-blended polyols in Morocco is allowed during the implementation of stage II of the HPMP, no later than the first meeting in 2024.

Annex XXVI

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF NORTH MACEDONIA 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 the Republic of North Macedonia (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 zero ODP tonnes by 1 January 2028 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. 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; 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.

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;
 - (iv) Provision of funding for activities not included in the current endorsed Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 30 per cent of the total cost of the last approved tranche; and
 - (v) Changes in alternative technologies, on the understanding that any submission for such a request would identify the associated incremental costs, the potential impact to the climate, and any differences in ODP tonnes to be phased out if applicable, as well as confirm that the Country agrees that potential savings related to the change of technology would decrease the overall funding level under this Agreement accordingly;
- (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) 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 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 relevant bilateral and/or implementing agencies would take into consideration relevant decisions on the refrigeration servicing sector during the implementation of the Plan.

Bilateral and implementing agencies

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

10. The Lead IA will be responsible for ensuring 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 role of the Lead IA is contained in Appendix 6-A. The Executive Committee agrees, in principle, to provide the Lead IA with the fees set out in row 2.2 of Appendix 2-A.

Non-compliance with the 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 kg of reductions in consumption not achieved in any one year. The Executive Committee will discuss each specific case in which the Country did not comply with this Agreement, and take related decisions. Once decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding for future tranches as per paragraph 5 above.

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

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

Date of completion

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

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

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)
HCFC-22	C	I	1.80
HCFC-141b contained in imported pre-blended polyols			1.55
Total			3.35

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars	2021	2022	2023	2024	2025	2026	2027	2028	Total
1.1	Montreal Protocol reduction schedule of Annex C, Group I substances (ODP tonnes)	1.17	1.17	1.17	1.17	0.59	0.59	0.59	0.59	n/a
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	0.90	0.79	0.68	0.58	0.47	0.36	0.25	0	n/a
2.1	Lead IA (UNIDO) agreed funding (US \$)	120,000	0	0	200,000	0	118,750	0	48,750	487,500
2.2	Support costs for Lead IA (US \$)	8,400	0	0	14,000	0	8,313	0	3,413	34,125
3.1	Total agreed funding (US \$)	120,000	0	0	200,000	0	118,750	0	48,750	487,500
3.2	Total support costs (US \$)	8,400	0	0	14,000	0	8,313	0	3,413	34,125

Row	Particulars	2021	2022	2023	2024	2025	2026	2027	2028	Total
3.3	Total agreed costs (US \$)	128,400	0	0	214,000	0	127,063	0	52,163	521,625
4.1.1	Total phase-out of HCFC-22 agreed to be achieved under this Agreement (ODP tonnes)									1.17
4.1.2	Phase-out of HCFC-22 to be achieved in the previous stage (ODP tonnes)									0.63
4.1.3	Remaining eligible consumption for HCFC-22 (ODP tonnes)									0
4.2.1	Total phase-out of HCFC-141b contained in imported pre-blended polyol agreed to be achieved under this agreement (ODP tonnes)									0
4.2.2	Phase-out of HCFC-141b contained in imported pre-blended polyol to be achieved in the previous stage (ODP tonnes)									1.55
4.2.3	Remaining eligible consumption for HCFC-141b contained in imported pre-blended polyol (ODP tonnes)									0

* Date of completion of stage I as decided at the 88th meeting: 31 December 2023

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 national ozone unit will submit a progress report every six months on implementation status of the Plan to the Lead IA. This progress report will be referred to in the Tranche Implementation Report in each tranche request document.
2. The actual consumption will be verified by an independent local company or consultant engaged 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, 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;
- (l) Providing assistance with policy, management and technical support when required; and
- (m) Timely releasing funds to the Country/participating enterprises for completing the activities related to the project.

2. After consultation with the Country and taking into account any views expressed, the Lead IA will select and mandate an independent entity to carry out the verification of the 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, 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 XXVII

AGREEMENT BETWEEN THE GOVERNMENT OF QATAR 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 Qatar (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 28.24 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; 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.

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;
 - (iv) Provision of funding for activities not included in the current endorsed Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 30 per cent of the total cost of the last approved tranche; and
 - (v) Changes in alternative technologies, on the understanding that any submission for such a request would identify the associated incremental costs, the potential impact to the climate, and any differences in ODP tonnes to be phased out if applicable, as well as confirm that the Country agrees that potential savings related to the change of technology would decrease the overall funding level under this Agreement accordingly;
- (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) 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;

- (d) The Country agrees, in cases where HFC technologies have been chosen as an alternative to HCFCs, 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
- (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.

Considerations for the refrigeration servicing sector

8. Specific attention will be paid to the execution of the activities in the refrigeration servicing 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 relevant bilateral and/or implementing agencies would take into consideration relevant decisions on the refrigeration servicing sector during the implementation of the Plan.

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 kg of reductions in consumption not achieved in any one year. The Executive Committee will discuss each specific case in which the Country did not comply with this Agreement, and take related decisions. Once decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding for future tranches as per paragraph 5 above.

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

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

Date of completion

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

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

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)
HCFC-22	C	I	73.45
HCFC-141b	C	I	0.58
HCFC-142b	C	I	12.05
Total	C	I	86.08

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars	2021	2022	2023	2024	2025	2026	Total	
1.1	Montreal Protocol reduction schedule of Annex C, Group I substances (ODP tonnes)	56.49	56.49	56.49	56.49	28.24	28.24	n/a	
1.2	Maximum allowable total consumption Annex C, Group I substances (ODP tonnes)	56.49	56.49	56.49	40.00	28.24	28.24	n/a	
2.1	Lead IA (UNIDO) agreed funding (US \$)	205,000	0	100,000	0	60,000	0	365,000	
2.2	Support costs for Lead IA (US \$)	14,350	0	7,000	0	4,200	0	25,550	
2.3	Cooperating IA (UNEP) agreed funding (US \$)	139,500	0	144,500	0	69,000	0	353,000	
2.4	Support costs for Cooperating IA (US \$)	18,135	0	18,785	0	8,970	0	45,890	
3.1	Total agreed funding (US \$)	344,500	0	244,500	0	129,000	0	718,000	
3.2	Total support costs (US \$)	32,485	0	25,785	0	13,170	0	71,440	
3.3	Total agreed costs (US \$)	376,985	0	270,285	0	142,170	0	789,440	
4.1.1	Total phase-out of HCFC-22 agreed to be achieved under this Agreement (ODP tonnes)								13.64
4.1.2	Phase-out of HCFC-22 to be achieved in the previous stage (ODP tonnes)								45.81
4.1.3	Remaining eligible consumption for HCFC-22 (ODP tonnes)								14.00
4.2.1	Total phase-out of HCFC-141b agreed to be achieved under this Agreement (ODP tonnes)								0.58
4.2.2	Phase-out of HCFC-141b to be achieved in the previous stage (ODP tonnes)								0.00
4.2.3	Remaining eligible consumption for HCFC-141b (ODP tonnes)								0.00
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 the previous stage (ODP tonnes)								12.05
4.3.3	Remaining eligible consumption for HCFC-142b (ODP tonnes)								0.00

* Date of completion of stage I as per stage I Agreement: 1 July 2019 and further extended, on an exceptional basis, to 31 December 2020 as per decision 86/29.

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 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 national ozone unit (NOU) is the central administrative unit established within the administrative structure of Ministry of Environment, responsible for the co-ordination of governmental activities with respect to the ozone layer protection and facilitation of ODS phase-out.
2. The NOU will be responsible for the overall co-ordination of national activities towards the HPMP implementation.
3. The management of the implementation of the planned project activities will be allocated to the NOU in cooperation with the Lead IA.
4. An independent and certified auditor will audit and verify the consumption of ODS reported by the Government through Article 7 and country programme 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, 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, 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) 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;
 - (l) 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;
 - (n) Reaching consensus with the Cooperating IA on any planning, co-ordination and reporting arrangements required to facilitate the implementation of the Plan; and
 - (o) Timely releasing funds to the Country/participating enterprises for completing the activities related to the project.

2. After consultation with the Country and taking into account any views expressed, the Lead IA will select and mandate an independent entity to carry out the verification of the 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, co-ordination 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 \$156 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.

Annex XXVIII

AGREEMENT BETWEEN THE GOVERNMENT OF SENEGAL 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 Senegal (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 6.81 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 row 4.1.3 (remaining consumption eligible for funding).
3. Subject to compliance by the Country with its obligations set out in this Agreement, the Executive Committee agrees, in principle, to provide the funding set out in row 3.1 of Appendix 2-A to the Country. The Executive Committee will, in principle, provide this funding at the Executive Committee meetings specified in Appendix 3-A (“Funding Approval Schedule”).
4. The Country agrees to implement this Agreement in accordance with 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; 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.

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;
 - (iv) Provision of funding for activities not included in the current endorsed Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 30 per cent of the total cost of the last approved tranche; and
 - (v) Changes in alternative technologies, on the understanding that any submission for such a request would identify the associated incremental costs, the potential impact to the climate, and any differences in ODP tonnes to be phased out if applicable, as well as confirm that the Country agrees that potential savings related to the change of technology would decrease the overall funding level under this Agreement accordingly;
- (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) The Country agrees, in cases where HFC technologies have been chosen as an alternative to HCFCs, 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
- (d) Any remaining funds held by the bilateral or implementing agencies or the Country under the Plan will be returned to the Multilateral Fund upon completion of the last tranche foreseen under this Agreement.

Considerations for the refrigeration servicing sector

8. Specific attention will be paid to the execution of the activities in the refrigeration servicing 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 relevant bilateral and/or implementing agencies would take into consideration relevant decisions on the refrigeration servicing sector during the implementation of the Plan.

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. United Nations Environment Programme (UNEP) has agreed to be the lead implementing agency (the “Lead IA”) and United Nations Industrial Development Organization (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 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 the Cooperating IA are contained in Appendix 6-A and Appendix 6-B, respectively. The Executive Committee agrees, in principle, to provide the Lead IA and the Cooperating IA with the fees set out in rows 2.2 and 2.4 of Appendix 2-A.

Non-compliance with the 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 kg of reductions in consumption not achieved in any one year. The Executive Committee will discuss each specific case in which the Country did not comply with this Agreement, and take related decisions. Once decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding for future tranches as per paragraph 5 above.

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

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

Date of completion

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

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

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)
HCFC-22	C	I	20.96

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars	2021	2022	2023	2024	2025	Total
1.1	Montreal Protocol reduction schedule of Annex C, Group I substances (ODP tonnes)	23.50	23.50	23.50	23.50	11.75	n/a

Row	Particulars	2021	2022	2023	2024	2025	Total
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	13.62	13.62	13.62	13.62	6.81	n/a
2.1	Lead IA (UNEP) agreed funding (US \$)	160,000		179,500		58,500	398,000
2.2	Support costs for Lead IA (US \$)	20,800		23,335	0	7,605	51,740
2.3	Cooperating IA (UNIDO) agreed funding (US \$)	92,000		95,000	0	0	187,000
2.4	Support costs for Cooperating IA (US \$)	8,280		8,550	0	0	16,830
3.1	Total agreed funding (US \$)	252,000		274,500	0	58,500	585,000
3.2	Total support costs (US \$)	29,080		31,885	0	7,605	68,570
3.3	Total agreed costs (US \$)	281,080		306,385	0	66,105	653,570
4.1.1	Total phase-out of HCFC-22 agreed to be achieved under this Agreement (ODP tonnes)						6.81
4.1.2	Phase-out of HCFC-22 to be achieved in the previous stage (ODP tonnes)						7.34
4.1.3	Remaining eligible consumption for HCFC-22 (ODP tonnes)						6.81

*Date of completion of stage I as per stage I Agreement: 31 December 2021.

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 National Ozone Unit will submit annual progress reports on the status of implementation of the Plan to the Lead IA. The monitoring of the development of the Plan and the verification of the achievement of performance targets, specified in the Plan, will be assigned by the Lead IA to an independent local company or to independent local consultants.

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, 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) 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;
- (l) 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;
- (n) Reaching consensus with the Cooperating IA on any planning, co-ordination and reporting arrangements required to facilitate the implementation of the Plan; and
- (o) Timely releasing funds to the Country/participating enterprises for completing the activities related to the project.

2. After consultation with the Country and taking into account any views expressed, the Lead IA will select and mandate an independent entity to carry out the verification of the 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, co-ordination 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 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 XXIX

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

Purpose

1. This Agreement represents the understanding of the Government of Chile (the “Country”) and the Executive Committee with respect to the reduction of controlled use of the ozone-depleting substances (ODS) set out in Appendix 1-A (“The Substances”) to a sustained level of zero ODP tonnes by 1 January 2030 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 and 4.6.3 (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 III 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; 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.

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;
 - (iv) Provision of funding for activities not included in the current endorsed Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 30 per cent of the total cost of the last approved tranche; and
 - (v) Changes in alternative technologies, on the understanding that any submission for such a request would identify the associated incremental costs, the potential impact to the climate, and any differences in ODP tonnes to be phased out if applicable, as well as confirm that the Country agrees that potential savings related to the change of technology would decrease the overall funding level under this Agreement accordingly;
- (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) 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 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 relevant bilateral and/or implementing agencies would take into consideration relevant decisions on the refrigeration servicing sector during the implementation of the Plan.

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 role 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 kg of reductions in consumption not achieved in any one year. The Executive Committee will discuss each specific case in which the Country did not comply with this Agreement, and take related decisions. Once decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding for future tranches as per paragraph 5 above.

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

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

Lead IA and the Cooperating IA with access to the information necessary to verify compliance with this Agreement.

Date of completion

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

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

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)
HCFC-22	C	I	47.3
HCFC-123	C	I	0.00
HCFC-124	C	I	0.00
HCFC-141b	C	I	39.3
HCFC-142b	C	I	0.60
HCFC-225	C	I	0.30
Total			87.5

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	Total
1.1	Montreal Protocol reduction schedule of Annex C, Group I substances (ODP tonnes)	56.88	56.88	56.88	56.88	28.44	28.44	28.44	28.44	28.44	0	n/a
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	30.62	30.62	30.62	30.62	28.44	28.44	28.44	2.19	2.19	0	n/a
2.1	Lead IA (UNIDO) agreed funding (US \$)	297,000	0	0	400,000	0	0	200,000	0	96,500	0	993,500

Row	Particulars	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	Total
2.2	Support costs for Lead IA (US \$)	20,790	0	0	28,000	0	0	14,000	0	6,755	0	69,545
2.3	Cooperating IA (UNEP) agreed funding (US \$)	115,000	0	0	155,000	0	0	75,000	0	42,450	0	387,450
2.4	Support costs for Cooperating IA (US \$)	14,950	0	0	20,150	0	0	9,750	0	5,519	0	50,369
3.1	Total agreed funding (US \$)	412,000	0	0	555,000	0	0	275,000	0	138,950	0	1,380,950
3.2	Total support costs (US \$)	35,740	0	0	48,150	0	0	23,750	0	12,274	0	119,914
3.3	Total agreed costs (US \$)	447,740	0	0	603,150	0	0	298,750	0	151,224	0	1,500,864
4.1.1	Total phase-out of HCFC-22 agreed to be achieved under this Agreement (ODP tonnes)											15.08
4.1.2	Phase-out of HCFC-22 to be achieved in previously approved projects (ODP tonnes)											32.22
4.1.3	Remaining eligible consumption for HCFC-22 (ODP tonnes)											0.00
4.2.1	Total phase-out of HCFC-123 agreed to be achieved under this Agreement (ODP tonnes)											0.00
4.2.2	Phase-out of HCFC-123 to be achieved in previously approved projects (ODP tonnes)											0.00
4.2.3	Remaining eligible consumption for HCFC-123 (ODP tonnes)											0.00
4.3.1	Total phase-out of HCFC-124 agreed to be achieved under this Agreement (ODP tonnes)											0.00
4.3.2	Phase-out of HCFC-124 to be achieved in previously approved projects (ODP tonnes)											0.00
4.3.3	Remaining eligible consumption for HCFC-124 (ODP tonnes)											0.00
4.4.1	Total phase-out of HCFC-141b agreed to be achieved under this Agreement (ODP tonnes)											0.00
4.4.2	Phase-out of HCFC-141b to be achieved in previously approved projects (ODP tonnes)											39.30
4.4.3	Remaining eligible consumption for HCFC-141b (ODP tonnes)											0.00
4.5.1	Total phase-out of HCFC-142b agreed to be achieved under this Agreement (ODP tonnes)											0.60
4.5.2	Phase-out of HCFC-142b to be achieved in previously approved projects (ODP tonnes)											0.00
4.5.3	Remaining eligible consumption for HCFC-142b (ODP tonnes)											0.00
4.6.1	Total phase-out of HCFC-225 agreed to be achieved under this Agreement (ODP tonnes)											0.30
4.6.2	Phase-out of HCFC-225 to be achieved in previously approved projects (ODP tonnes)											0.00
4.6.3	Remaining eligible consumption for HCFC-225 (ODP tonnes)											0.00

*Date of completion of stage II as per stage II Agreement: 31 December 2022

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 the Environment (MMA) is in charge of the protection, restoration and conservation of all ecosystems, natural resources and environmental services in order to promote sustainable development. It is also responsible for carrying out national policies regarding climate change and ozone layer protection. The National Ozone Unit (NOU), a part of the Office of Climate Change within the MMA, is responsible for ensuring compliance with the Plan.

2. Project coordination and management of the Plan will be in the hands of the NOU. The NOU is directly responsible for the implementation of Montreal Protocol related activities in the country, and in particular, for the identification, implementation, monitoring and evaluation of all non-investment, investment and technical assistance activities.

3. Close monitoring of all activities and coordination between stakeholders is key to reach compliance. There will be regular coordination meetings with industry stakeholders, Government stakeholders (i.e., Ministries of Economy, Energy and Health) and various industrial associations. The most important strategic partners of the NOU are:

- (a) National Customs Service (SNA) with whom the NOU shares the responsibility for the implementation of the HCFC import licensing and quota systems;
- (b) Ministry of Health, in relation to the development and entry into force of the regulation to control treatment, transport, use and recycling of controlled substances;
- (c) Ministry of Economy, regarding the labelling of products containing controlled substances and the certification process (ChileValora, jointly with the Ministry of Education and the Ministry of Labour);
- (d) Governmental agencies, such as the Sustainability and Climate Change Agency and the Energy Sustainability Agency, which will become partners in the implementation of complementary activities, such as clean production agreements and/or participation in energy efficiency programmes;
- (e) The Ministry of Environment, where the NOU coordinates its activities with the different areas of the institution, such as the Office of Climate Change (Mitigation, HuellaChile), the Legal Division, the Division of Information and Environmental Economics (PRTR), the Division of Environmental Education (educational platform Academy of Environmental Training Adriana Hoffmann), the Office of International Affairs, the Office of Communications and the Office of Planning, Budget and Management Control, among others.
- (f) Importers of HCFCs and HCFC blends who provide information that allows validation of customs data, tracking of stockpiles, downstream HCFC applications, etc.
- (g) Private sector refrigerant users, represented by the Chilean Chamber of Refrigeration and Air-Conditioning A.G. (CChRyC), the Ditar Chile Association of Air-Conditioning and Refrigeration Professionals A.G., and the Asociación de Empresas de Alimentos de Chile A.G. Chilealimentos, among others, which will become partners in the project implementation.
- (h) Educational sector (INACAP, Universidad de Santiago (USACH) and educational centres), with whom the MMA through the NOU will coordinate the best refrigeration practices courses and related activities with students.

4. The Government is fully supportive of the NOU. The MMA has ensured that necessary national regulations will be enacted. The NOU is part of the Office of Climate Change which plays a key role in the national environmental agenda. The Country has offered and intends to offer continuity of activities and endorsement for the project over subsequent years as specified in the institutional support component and the list of activities of the institutional strengthening project in order to help activities approved for Chile to succeed.

5. Yearly monitoring will be carried out. The NOU will prepare for each tranche request a status report on its activities and achievements including milestones and other performance targets as well as any other information of interest to the implementation of the Plan. This report will be reviewed and verified by the

Lead IA, to be submitted to the Multilateral Fund Secretariat for its review and potential presentation to the Executive Committee of the Multilateral Fund.

APPENDIX 6-A: ROLE OF THE LEAD IMPLEMENTING AGENCY

1. The Lead IA will be responsible for a range of activities, including at least the following:
 - (a) Ensuring performance and financial verification in accordance with this Agreement and with its specific internal procedures and requirements as set out in the Country's 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, 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) 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 the Cooperating IA;
 - (l) 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;
 - (n) Reaching consensus with the Cooperating IA on any planning, co-ordination and reporting arrangements required to facilitate the implementation of the Plan; and

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

2. After consultation with the Country and taking into account any views expressed, the Lead IA will select and mandate an independent entity to carry out the verification of the 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;
- (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, co-ordination 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 \$173 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 XXX

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 III OF THE HCFC PHASE-OUT MANAGEMENT PLAN

Purpose

1. This Agreement represents the understanding of the Government of Colombia (the “Country”) and the Executive Committee with respect to the reduction of controlled use of the ozone-depleting substances (ODS) set out in Appendix 1-A (“The Substances”) to a sustained level of zero ODP tonnes by 1 January 2030 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 and 4.6.3 (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 III 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; 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.

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;
 - (iv) Provision of funding for activities not included in the current endorsed Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 30 per cent of the total cost of the last approved tranche; and
 - (v) Changes in alternative technologies, on the understanding that any submission for such a request would identify the associated incremental costs, the potential impact to the climate, and any differences in ODP tonnes to be phased out if applicable, as well as confirm that the Country agrees that potential savings related to the change of technology would decrease the overall funding level under this Agreement accordingly;
- (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) 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 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 relevant bilateral and/or implementing agencies would take into consideration relevant decisions on the refrigeration servicing sector during the implementation of the Plan.

Bilateral and implementing agencies

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

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

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

Lead IA and the Cooperating IA with access to the information necessary to verify compliance with this Agreement.

Date of completion

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

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

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)
HCFC-22	C	I	71.1
HCFC-123	C	I	2.2
HCFC-124	C	I	0.04
HCFC-141b	C	I	151.7
HCFC-142b	C	I	0.5
Sub-total			225.6
HCFC-141b contained in imported pre-blended polyols	C	I	n/a
Total			225.6

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	Total
1.1	Montreal Protocol reduction schedule of Annex C, Group I substances (ODP tonnes)	146.64	146.64	146.64	146.64	73.32	73.32	73.32	73.32	73.32	0	n/a
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	78.96	42.91	42.91	30.21	30.21	30.21	30.21	14.19	14.19	0	n/a

Row	Particulars	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	Total
2.1	Lead IA (UNDP) agreed funding (US \$)	409,000	0	479,688	0	0	587,083	0	0	207,864	0	1,683,635
2.2	Support costs for Lead IA (US \$)	28,630	0	33,578	0	0	41,096	0	0	14,550	0	117,854
2.3	Cooperating IA (Germany) agreed funding (US \$)	0	0	395,000	0	0	0	0	0	0	0	395,000
2.4	Support costs for Cooperating IA (US \$)	0	0	51,350	0	0	0	0	0	0	0	51,350
3.1	Total agreed funding (US \$)	409,000	0	874,688	0	0	587,083	0	0	207,864	0	2,078,635
3.2	Total support costs (US \$)	28,630	0	84,928	0	0	41,096	0	0	14,550	0	169,204
3.3	Total agreed costs (US \$)	437,630	0	959,616	0	0	628,179	0	0	222,414	0	2,247,839
4.1.1	Total phase-out of HCFC-22 agreed to be achieved under this Agreement (ODP tonnes)											20.85
4.1.2	Phase-out of HCFC-22 to be achieved in previously approved projects (ODP tonnes)											50.24
4.1.3	Remaining eligible consumption for HCFC-22 (ODP tonnes)											0.00
4.2.1	Total phase-out of HCFC-123 agreed to be achieved under this Agreement (ODP tonnes)											2.21
4.2.2	Phase-out of HCFC-123 to be achieved in previously approved projects (ODP tonnes)											0.00
4.2.3	Remaining eligible consumption for HCFC-123 (ODP tonnes)											0.00
4.3.1	Total phase-out of HCFC-124 agreed to be achieved under this Agreement (ODP tonnes)											0.04
4.3.2	Phase-out of HCFC-124 to be achieved in previously approved projects (ODP tonnes)											0.00
4.3.3	Remaining eligible consumption for HCFC-124 (ODP tonnes)											0.00
4.4.1	Total phase-out of HCFC-141b agreed to be achieved under this Agreement (ODP tonnes)											0.00
4.4.2	Phase-out of HCFC-141b to be achieved in previously approved projects (ODP tonnes)											151.70
4.4.3	Remaining eligible consumption for HCFC-141b (ODP tonnes)											0.00
4.5.1	Total phase-out of HCFC-142b agreed to be achieved under this Agreement (ODP tonnes)											0.49
4.5.2	Phase-out of HCFC-142b to be achieved in previously approved projects (ODP tonnes)											0.00
4.5.3	Remaining eligible consumption for HCFC-142b (ODP tonnes)											0.00
4.6.1	Total phase-out of HCFC-141b contained in imported pre-blended polyols agreed to be achieved under this Agreement (ODP tonnes)											0.00
4.6.2	Phase-out of HCFC-141b contained in imported pre-blended polyols to be achieved in previously approved projects (ODP tonnes)											111.70
4.6.3	Remaining eligible consumption for HCFC-141b contained in imported pre-blended polyols (ODP tonnes)											0.00

*Date of completion of stage II as per stage II Agreement: 31 December 2022

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 Sustainable Development (MADS) is the entity responsible for the coordination and management of programs and activities under stage III of the HPMP. This ministry is supported by the Ozone Technical Unit (UTO), which is currently part of the Group of Chemical Substances and Hazardous Waste of the Sectorial, Urban and Environmental Affairs Direction.

2. The UTO works as an institution of a public character to coordinate activities of the Plan, supported by MADS and other government entities and implementing partners. Collaborations with further

government entities and private associations also contribute to the development, monitoring, and implementation of the Plan and adherence to the Montreal Protocol.

3. Coordination and monitoring of the Plan will be accomplished through the operational monitoring of stage III activities, verification of funding disbursements, and the monitoring and assessment of implemented activities in advanced stages of the Plan.

APPENDIX 6-A: ROLE OF THE LEAD IMPLEMENTING AGENCY

1. The Lead IA will be responsible for a range of activities, including at least the following:
 - (a) Ensuring performance and financial verification in accordance with this Agreement and with its specific internal procedures and requirements as set out in the Country's 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, 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) 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 the Cooperating IA;
 - (l) 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;

- (n) Reaching consensus with the Cooperating IA on any planning, co-ordination and reporting arrangements required to facilitate the implementation of the Plan; and
- (o) Timely releasing funds to the Country/participating enterprises for completing the activities related to the project.

2. After consultation with the Country and taking into account any views expressed, the Lead IA will select and mandate an independent entity to carry out the verification of the 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, co-ordination 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 \$176.23 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 XXXI

AGREEMENT BETWEEN THE GOVERNMENT OF THE SULTANATE OF OMAN AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE REDUCTION IN CONSUMPTION OF HYDROCHLOROFLUOROCARBONS IN ACCORDANCE WITH STAGE III 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 zero ODP tonnes by 1 January 2030 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 III 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; 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.

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;
 - (iv) Provision of funding for activities not included in the current endorsed Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 30 per cent of the total cost of the last approved tranche; and
 - (v) Changes in alternative technologies, on the understanding that any submission for such a request would identify the associated incremental costs, the potential impact to the climate, and any differences in ODP tonnes to be phased out if applicable, as well as confirm that the Country agrees that potential savings related to the change of technology would decrease the overall funding level under this Agreement accordingly;
- (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) The Country agrees, in cases where HFC technologies have been chosen as an alternative to HCFCs, 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

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

Considerations for the refrigeration servicing sector

8. Specific attention will be paid to the execution of the activities in the refrigeration servicing 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 relevant bilateral and/or implementing agencies would take into consideration relevant decisions on the refrigeration servicing sector during the implementation of the Plan.

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 kg of reductions in consumption not achieved in any one year. The Executive Committee will discuss each specific case in which the Country did not comply with this Agreement, and

take related decisions. Once decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding for future tranches as per paragraph 5 above.

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

13. The Country will comply with any reasonable request of the Executive Committee, and the Lead IA 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.

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

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)
HCFC-22	C	I	29.57
HCFC-141b	C	I	1.11
HCFC-142b	C	I	0.79
Sub-total			31.47
HCFC-141b contained in imported pre-blended polyols	C	I	1.1
Total			32.57

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars	2021	2022	2023	2024	2025-	2026	2027	2028-2029	2030	TOTAL
1.1	Montreal Protocol reduction schedule of Annex C, Group I substances (ODP tonnes)	20.46	20.46	20.46	20.46	10.23	10.23	10.23	10.23	0	n/a
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	16.12	16.12	16.12	16.12	10.23	10.23	10.23	10.23	0	n/a
2.1	Lead IA (UNIDO) agreed funding (US \$)	340,344	0	117,094	0	141,094	0	107,094	0	74,846	780,472
2.2	Support costs for Lead IA (US \$)	23,824	0	8,197	0	9,877	0	7,497	0	5,239	54,633
2.3	Cooperating IA (UNEP) agreed funding (US \$)	182,864	0	116,000	0	116,000	0	122,000	0	89,500	626,364
2.4	Support costs for Cooperating IA (US \$)	23,034	0	14,612	0	14,612	0	15,368	0	11,274	78,900
3.1	Total agreed funding (US \$)	523,208	0	233,094	0	257,094	0	229,094	0	164,346	1,406,836
3.2	Total support costs (US \$)	46,858	0	22,809	0	24,489	0	22,864	0	16,513	133,533
3.3	Total agreed costs (US \$)	570,066	0	255,903	0	281,583	0	251,958	0	180,859	1,540,369
4.1.1	Total phase-out of HCFC-22 agreed to be achieved under this Agreement (ODP tonnes)										20.46
4.1.2	Phase-out of HCFC-22 to be achieved in the previous stage (ODP tonnes)										9.11
4.1.3	Remaining eligible consumption for HCFC-22 (ODP tonnes)										0.00
4.2.1	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 the previous stage (ODP tonnes)										1.11
4.2.3	Remaining eligible consumption for HCFC-141b (ODP tonnes)										0.00
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 the previous stage (ODP tonnes)										0.79
4.3.3	Remaining eligible consumption for HCFC-142b (ODP tonnes)										0.00
4.4.1	Total phase-out of HCFC-141b contained in imported pre-blended polyols agreed to be achieved under this Agreement (ODP tonnes)										0.00
4.4.2	Phase-out of HCFC-141b contained in imported pre-blended polyols to be achieved in the previous stage (ODP tonnes)										1.10
4.4.3	Remaining eligible consumption for HCFC-141b contained in imported pre-blended polyols (ODP tonnes)										0.00

*Date of completion of stage II as per stage II Agreement: 31 December 2021

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 National Ozone Unit of Oman (NOU), located within the Civil Aviation Authority, Directorate General of Meteorology, is responsible for the co-ordination of the Country's overall actions and activities related to the protection of the ozone layer, overall supervision of the implementation of the Montreal Protocol, and facilitation of the Plan implementation. Implementation of the planned project activities in the Plan will be co-ordinated by the NOU in cooperation with the Lead IA and the Cooperating 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, 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, 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) 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 the Cooperating IA;

- (l) 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;
- (n) Reaching consensus with the Cooperating IA on any planning, co-ordination and reporting arrangements required to facilitate the implementation of the Plan; and
- (o) Timely releasing funds to the Country/participating enterprises for completing the activities related to the project.

2. After consultation with the Country and taking into account any views expressed, the Lead IA will select and mandate an independent entity to carry out the verification of the 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, co-ordination 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 \$134 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 XXXII

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

Purpose

1. This Agreement represents the understanding of the Government of the Republic of Moldova (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 zero ODP tonnes by 1 January 2030 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 row 4.1.3 (remaining consumption eligible for funding).
3. Subject to compliance by the Country with its obligations set out in this Agreement, the Executive Committee agrees, in principle, to provide the funding set out in row 3.1 of Appendix 2-A to the Country. The Executive Committee will, in principle, provide this funding at the Executive Committee meetings specified in Appendix 3-A (“Funding Approval Schedule”).
4. The Country agrees to implement this Agreement in accordance with the stage III 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; 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.

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;
 - (iv) Provision of funding for activities not included in the current endorsed Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 30 per cent of the total cost of the last approved tranche; and
 - (v) Changes in alternative technologies, on the understanding that any submission for such a request would identify the associated incremental costs, the potential impact to the climate, and any differences in ODP tonnes to be phased out if applicable, as well as confirm that the Country agrees that potential savings related to the change of technology would decrease the overall funding level under this Agreement accordingly;
- (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 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 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 relevant bilateral and/or implementing agencies would take into consideration relevant decisions on the refrigeration servicing sector during the implementation of the Plan.

Bilateral and implementing agencies

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

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

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

Lead IA and the Cooperating IA with access to the information necessary to verify compliance with this Agreement.

Date of completion

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

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

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

Substance	Annex	Group	Starting point for aggregate reductions in consumption (ODP tonnes)
HCFC-22	C	I	1.00

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars	2021	2022	2023	2024	2025-2026	2027	2028-2029	2030	Total
1.1	Montreal Protocol reduction schedule of Annex C, Group I substances (ODP tonnes)	0.65	0.65	0.65	0.65	0.33	0.33	0.33	0	n/a
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	0.65	0.58	0.50	0.43	0.33	0.33	0.33	0	n/a
2.1	Lead IA (UNDP) agreed funding (US \$)	75,500	0	0	145,500	0	92,500	0	28,000	341,500
2.2	Support costs for Lead IA (US \$)	5,285	0	0	10,185	0	6,475	0	1,960	23,905
2.3	Cooperating IA (UNEP) agreed funding (US \$)	51,500	0	0	49,500	0	23,000	0	22,000	146,000

Row	Particulars	2021	2022	2023	2024	2025-2026	2027	2028-2029	2030	Total
2.4	Support costs for Cooperating IA (US \$)	6,695	0	0	6,435	0	2,990	0	2,860	18,980
3.1	Total agreed funding (US \$)	127,000	0	0	195,000	0	115,500	0	50,000	487,500
3.2	Total support costs (US \$)	11,980	0	0	16,620	0	9,465	0	4,820	42,885
3.3	Total agreed costs (US \$)	138,980	0	0	211,620	0	124,965	0	54,820	530,385
4.1.1	Total phase-out of HCFC-22 agreed to be achieved under this Agreement (ODP tonnes)									0.65
4.1.2	Phase-out of HCFC-22 to be achieved in the previous stages (ODP tonnes)									0.35
4.1.3	Remaining eligible consumption for HCFC-22 (ODP tonnes)									0.00

*Date of completion of stage II as per stage II Agreement: 31 December 2021.

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 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 Plan will be implemented by the national Montreal Protocol Unit (MPU) of the Public Institution “Environmental Projects Implementation Unit” (P.I. “EPIU”) subordinated to the Ministry of Agriculture, Regional Development and Environment (MoARDE) of the Republic of Moldova, with support from the Lead IA and the Cooperating IA. The national MPU of P.I. “EPIU” will function as coordinator of all project activities described in the Plan.

2. The IAs will apply their administrative procedures towards implementation of the Plan. The Lead IA will use national implementation modality based on establishment of annual work plans and utilization of the Lead IA’s procurement functions for the delivery of equipment and tools planned in the Plan. The Cooperating IA will utilize its standard operating procedure on small-scale funding agreements with the national MPU of the P.I. “EPIU”. Regular monitoring of compliance with the work plans are ensured by both IAs.

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, 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) 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;
- (l) 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;
- (n) Reaching consensus with the Cooperating IA on any planning, co-ordination and reporting arrangements required to facilitate the implementation of the Plan; and
- (o) Timely releasing funds to the Country/participating enterprises for completing the activities related to the project.

2. After consultation with the Country and taking into account any views expressed, the Lead IA will select and mandate an independent entity to carry out the verification of the 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, co-ordination 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 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 XXXIII

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

Purpose

1. This Agreement represents the understanding of the Government of the Sudan (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 zero ODP tonnes by 1 January 2030 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 III 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; 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.

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;
 - (iv) Provision of funding for activities not included in the current endorsed Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 30 per cent of the total cost of the last approved tranche; and
 - (v) Changes in alternative technologies, on the understanding that any submission for such a request would identify the associated incremental costs, the potential impact to the climate, and any differences in ODP tonnes to be phased out if applicable, as well as confirm that the Country agrees that potential savings related to the change of technology would decrease the overall funding level under this Agreement accordingly;
- (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) 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;

- (d) 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
- (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.

Considerations for the refrigeration servicing sector

8. Specific attention will be paid to the execution of the activities in the refrigeration servicing 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 relevant bilateral and/or implementing agencies would take into consideration relevant decisions on the refrigeration servicing sector during the implementation of the Plan.

Bilateral and implementing agencies

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

10. The Lead IA will be responsible for ensuring 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 roles of the Lead IA are contained in Appendix 6-A. The Executive Committee agrees, in principle, to provide the Lead IA with the fees set out in row 2.2 of Appendix 2-A.

Non-compliance with the 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 kg of reductions in consumption not achieved in any one year. The Executive Committee will discuss each specific case in which the Country did not comply with this Agreement, and take related decisions. Once decisions are taken, the specific case of non-compliance with this Agreement

will not be an impediment for the provision of funding for future tranches as per paragraph 5 above.

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

13. The Country will comply with any reasonable request of the Executive Committee, the Lead IA 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.

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

APPENDICES

APPENDIX 1-A: THE SUBSTANCES

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			50.6

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	Total
1.1	Montreal Protocol reduction schedule of Annex C, Group I substances (ODP tonnes)	34.24	34.24	34.24	34.24	17.12	17.12	17.12	17.12	17.12	0	n/a
1.2	Maximum allowable total consumption of Annex C Group I substances (ODP tonnes)	13.17	8.54	7.51	6.48	6.48	5.33	4.4	3.39	2.36	0	n/a
2.1	Lead IA (UNIDO) agreed funding (US \$)	129,918	0	0	0	0	112,500	0	0	0	29,000	271,418

Row	Particulars	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	Total
2.2	Support costs for Lead IA (US \$)	9,094	0	0	0	0	7,875	0	0	0	2,030	18,999
3.1	Total agreed funding (US \$)	129,918	0	0	0	0	112,500	0	0	0	29,000	271,418
3.2	Total support costs (US \$)	9,094	0	0	0	0	7,875	0	0	0	2,030	18,999
3.3	Total agreed costs (US \$)	139,012	0	0	0	0	120,375	0	0	0	31,030	290,417
4.1.1	Total phase-out of HCFC-22 agreed to be achieved under this Agreement (ODP tonnes)											3.11
4.1.2	Phase-out of HCFC-22 to be achieved in the previous stages (ODP tonnes)											8.49
4.1.3	Remaining eligible consumption for HCFC-22 (ODP tonnes)											0.00
4.2.1	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 the previous stage (ODP tonnes)											39.00
4.2.3	Remaining eligible consumption for HCFC-141b (ODP tonnes)											0.00

*Date of completion of stage II as decided at the 88th meeting: 31 December 2022.

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 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 forthcoming monitoring follows the modality applied during stages I and II of the HPMP. The Higher Council for Environment and Natural Resources (HCENR) and the national ozone unit (NOU) will be responsible for overall implementation of the HPMP and reporting progress in accordance with the Agreement.
2. The project management unit (PMU) within the NOU will coordinate daily work of the project implementation and also assist the enterprises, as well as Government and non-Government offices and organizations, to streamline their activities for smooth implementation of the projects. The PMU will support the NOU in monitoring the progress of implementation, and reporting to the Executive Committee, with the support of the Lead IA as needed. The monitoring activities and progress achieved including quantitative results and any deviations will be reported to the stakeholders on an annual basis.
3. An independent and certified auditor will be employed to audit and verify the consumption of ODS reported by the Government through Article 7 data and country programme progress 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;
- (l) Providing assistance with policy, management and technical support when required; and
- (m) Timely releasing funds to the Country/participating enterprises for completing the activities related to the project.

2. After consultation with the Country and taking into account any views expressed, the Lead IA will select and mandate an independent entity to carry out the verification of the 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 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 XXXIV

UPDATED REVISED 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.

16. This updated Agreement supersedes the Agreement reached between the Government of Brazil and the Executive Committee at the 86th 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	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	2022	2023	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	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	730.02	730.02	n/a
2.1	Lead IA (UNDP) agreed funding (US \$)	3,078,900	0	2,627,704	7,168,396	0	0	1,400,000	2,495,000	0	16,770,000
2.2	Support costs for Lead IA (US \$)	215,523	0	183,939	501,788	0	0	98,000	174,650	0	1,173,900
2.3	Cooperating IA (UNIDO) agreed funding (US \$)	1,950,275	0	0	1,902,953	0	0	116,000	0	0	3,969,228
2.4	Support costs for Cooperating IA (US \$)	136,519	0	0	133,207	0	0	8,120	0	0	277,846
2.5	Cooperating IA (Germany) agreed funding (US \$)	1,299,386	0	686,978	2,363,637	0	1,004,545	1,500,000	0	872,727	7,727,273
2.6	Support costs for Cooperating IA (US \$)	144,614	0	76,457	263,059	0	111,800	166,941	0	97,129	860,000
2.7	Cooperating IA (Italy) agreed funding (US \$)	250,000	0	0	0	0	0	0	0	0	250,000
2.8	Support costs for Cooperating IA (US \$)	32,500	0	0	0	0	0	0	0	0	32,500
3.1	Total agreed funding (US \$)	6,578,561	0	3,314,682	11,434,986		1,004,545	3,016,000	2,495,000	872,727	28,716,501
3.2	Total support costs (US \$)	529,156	0	260,396	898,053		111,800	273,061	174,650	97,129	2,344,246
3.3	Total agreed costs (US \$)	7,107,717	0	3,575,078	12,333,039		1,116,345	3,289,061	2,669,650	969,856	31,060,747
4.1.1	Total phase-out of HCFC-22 agreed to be achieved under this Agreement (ODP tonnes)										163.16
4.1.2	Phase-out of HCFC-22 to be achieved in previously approved projects (ODP tonnes)										51.50
4.1.3	Remaining eligible consumption for HCFC-22 (ODP tonnes)										577.34
4.2.1	Total phase-out of HCFC-141b agreed to be achieved under this Agreement (ODP tonnes)										300.90
4.2.2	Phase-out of HCFC-141b to be achieved in previously approved projects (ODP tonnes)										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	Total phase-out of HCFC-123 agreed to be achieved under this Agreement (ODP tonnes)										0.00
4.4.2	Phase-out of HCFC-123 to be achieved in previously approved projects (ODP tonnes)										0.00
4.4.3	Remaining eligible consumption for HCFC-123 (ODP tonnes)										0.30
4.5.1	Total phase-out of HCFC-124 agreed to be achieved under this Agreement (ODP tonnes)										0.00
4.5.2	Phase-out of HCFC-124 to be achieved in previously approved projects (ODP tonnes)										0.00
4.5.3	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
- (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 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 XXXV

**REVISED UPDATED AGREEMENT BETWEEN THE GOVERNMENT OF PAKISTAN 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 Pakistan (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 124.06 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 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.
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; 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. UNIDO has agreed to be the lead implementing agency (the “Lead IA”) and UNEP has agreed to be the cooperating implementing agencies (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 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 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 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 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 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.

16. This revised updated Agreement supersedes the Agreement reached between the Government of Pakistan and the Executive Committee at the 83rd 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	C	I	104.96
HCFC-141b	C	I	138.50
HCFC-142b	C	I	4.65
Total	C	I	248.11

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars	2016	2017	2018	2019*	2020	2021	2022	2023	Total
1.1	Montreal Protocol reduction schedule of Annex C, Group I substances (ODP tonnes)	223.30	223.30	223.30	223.30	161.27	161.27	161.27	161.27	n/a
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	223.30	223.30	223.30	223.30	124.06	124.06	124.06	124.06	n/a
2.1	Lead IA (UNIDO) agreed funding (US\$)	2,350,200	0	1,979,852	619,938	0	0	446,720	0	5,396,710
2.2	Support costs for lead IA (US\$)	164,514	0	138,590	43,396	0	0	31,270	0	377,770
2.3	Cooperating IA (UNEP) agreed funding (US\$)	200,000	0	200,000	0	0	103,000	0	0	503,000
2.4	Support costs for Cooperating IA (US\$)	25,976	0	25,976	0	0	13,378	0	0	65,330
3.1	Total agreed funding (US\$)	2,550,200	0	2,179,852	619,938	0	103,000	446,720	0	5,899,710
3.2	Total support costs (US\$)	190,490	0	164,566	43,396	0	13,378	31,270	0	443,100

Row	Particulars	2016	2017	2018	2019*	2020	2021	2022	2023	Total
3.3	Total agreed costs (US\$)	2,740,690	0	2,344,418	663,334	0	116,378	477,990	0	6,342,810
4.1.1	Total phase-out of HCFC-22 agreed to be achieved under this Agreement (ODP tonnes)									15.98
4.1.2	Phase-out of HCFC-22 to be achieved through previously approved projects (ODP tonnes)									7.40
4.1.3	Remaining eligible consumption of HCFC-22 (ODP tonnes)									81.57
4.2.1	Total phase-out of HCFC-141b agreed to be achieved under this Agreement (ODP tonnes)									58.69
4.2.2	Phase-out of HCFC-141b to be achieved through previously approved projects (ODP tonnes)									71.70
4.2.3	Remaining eligible consumption of HCFC-141b (ODP tonnes)									8.11
4.3.1	Total phase-out of HCFC-142b agreed to be achieved under this Agreement (ODP tonnes)									2.99
4.3.2	Phase-out of HCFC-142b to be achieved through previously approved projects (ODP tonnes)									0.00
4.3.3	Remaining eligible consumption of HCFC-142b (ODP tonnes)									0.00*

* The country had agreed to phase out all consumption of HCFC-142b with the funding provided for the extruded polystyrene foam project

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. Ministry of Environment, Government of Pakistan, and the national ozone cell is responsible for the overall project controlling, coordination, assessment and monitoring.

2. Project management unit (PMU) officer will coordinate daily work of the project implementation and also to assist the enterprises, as well as Government and non-Government offices and organizations, to streamline their activities for smooth implementation of the projects. The PMU will help the Government of Pakistan with monitoring the progress on implementation, and reporting to the Executive Committee.

3. An independent and certified auditor will audit and verify the consumption of ODS reported by the Government through Article 7 data and country programme progress 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. 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
- (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 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; 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 \$144 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 XXXVI

AGREEMENT BETWEEN THE GOVERNMENT OF ARGENTINA AND THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE CONTROL OF EMISSIONS OF HFC-23 GENERATED IN THE PRODUCTION OF HCFC-22 IN FRIO INDUSTRIAS ARGENTINAS

Purpose

1. This Agreement represents the understanding of the Government of Argentina (the “Country”) and the Executive Committee to ensure that by 1 January 2022 and thereafter, emissions of Annex F, Group II substance (“HFC-23”) generated in the HCFC-22 production line at Frio Industrias Argentinas (“FIASA”) were destroyed in compliance with the Montreal Protocol.
2. The Country agrees to meet the annual emission limits of up to a maximum of 0.1 kilogramme of HFC-23 per 100 kilogrammes of HCFC-22 produced by 1 January 2022, until the completion of the project on 1 January 2031, as set out in row 1.1 of Appendix 1-A (“The Targets, and Funding”), and commits that annual emissions will continue to be controlled and verified in the same manner after the completion of the project, including by means of policies and legislation.

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 2.1 of Appendix 1-A to the Country following any reductions as specified in paragraph 6. The Executive Committee will, in principle, provide this funding at the first Executive Committee meeting of the years specified in Appendix 1-A.
4. The Country accepts that, by its acceptance of this Agreement and performance by the Executive Committee of its funding obligations described in paragraph 3:
 - (a) The Country is precluded from applying for or receiving further funding from the Multilateral Fund in respect to the control of emissions of Annex F, Group II, substances generated in each production line that manufactures Annex C, Group I, or Annex F substances;
 - (b) In accordance with sub-paragraph 9(b), the Country will accept independent verification of the achievement of the annual emission control limits of HFC-23 as set out in row 1.1 of Appendix 1-A. The aforementioned verification will be commissioned by the Lead implementing agency;
 - (c) The cost for the destruction of every kilogramme of HFC-23 by-product generated above the maximum 360,378 allowable kilogrammes eligible for funding under this Agreement, throughout the duration of the project, will be covered by FIASA, under the supervision of the Country;
 - (d) A maximum amount of US \$502,766, out of the total funding specified in Appendix 1-A, was associated with incremental operating costs (IOCs) and would be divided into annual tranches to be provided to the Country upon verification of the quantity of HFC-23 by-product destroyed;
 - (e) Any remaining funds held by the Lead implementing agency or the Country will be returned to the Multilateral Fund upon financial completion of this Agreement; and

- (f) There will be no additional funding from other sources outside the Multilateral Fund, including HFC-23 credits or offsets, for the control of HFC-23 by-product emissions from the HCFC-22 production line concerned, during or after completion of the project.

5. The Funding of this Agreement will not be modified on the basis of any future Executive Committee decisions that may affect the funding provided by the Multilateral Fund of any other projects or any other related activities in the Country.

6. The Country accepts that the funding specified in row 2.1 of Appendix 1-A in any given year will be reduced according to the following table:

	$x_{w,i-1} \geq 3.24\%$	$x_{w,i-1} < 3.24\%$
$P_{HCFC-22,i-1} \leq 1,540$ and $i \leq 2025$	$IOC_{max,i} - \min(1000 \times P_{HCFC-22,i-1} \times 0.0324, D_{HFC-23,i-1}) \times 1.40$	$IOC_{max,i} - \max(1000 \times P_{HCFC-22,i-1} \times 0.0324, D_{HFC-23,i-1}) \times 1.40$
$P_{HCFC-22,i-1} \leq 1,300$ and $i > 2025$		
$P_{HCFC-22,i-1} > 1,540$ and $i \leq 2025$	$IOC_{max,i} - \min(1000 \times 1,540 \times 0.0324, D_{HFC-23,i-1}) \times 1.40$	0
$P_{HCFC-22,i-1} > 1,300$ and $i > 2025$	$IOC_{max,i} - \min(1000 \times 1,300 \times 0.0324, D_{HFC-23,i-1}) \times 1.40$	0

Where:

$P_{HCFC-22,i}$ = production of HCFC-22 in year i (mt)

$Q_{HFC-23,i}$ = quantity of HFC-23 by-product generated in year i (kg)

$D_{HFC-23,i}$ = quantity of HFC-23 by-product destroyed in year i (kg)

$x_{w,i} = \frac{Q_{HFC-23,i}}{P_{HCFC-22,i}}$ (%)

$IOC_{max,i}$ = the agreed maximum IOCs in year $i = \begin{cases} 1,540 \times 0.0324 \times 1.40 \times 1,000 = \text{US } \$69,854 & \text{when } i \leq 2025 \\ 1,300 \times 0.0324 \times 1.40 \times 1,000 = \text{US } \$58,968 & \text{when } i > 2025 \end{cases}$

7. Notwithstanding paragraph 6, any reductions in the funding specified in row 2.1 of Appendix 1-A due to an increase in the $x_{w,i}$ that were due to circumstances beyond the control of FIASA would be considered by the Executive Committee on a case-by-case basis, taking into consideration the information contained in the tranche request as described in Appendix 2-A (“Format of Tranche Implementation Reports and Plans”).

8. If in any given year prior to 2025 production of HCFC-22 at FIASA were to fall below 1,540 mt or in any year after 2025 below 1,300 mt, the Country could request funding above that specified in Appendix 1-A for a subsequent year to destroy HFC-23 by-product generated from production of HCFC-22 above 1,540 mt if prior to 2025 and above 1,300 mt thereafter, in line with decision 87/52(b)(iii), on the understanding that any such requests would be submitted by the Country for individual consideration by the Executive Committee, and as long as the following conditions are met, subject to the circumstances described in paragraph 7:

- The request is prior to the date of completion of the Agreement;
- x_w in that year is less than or equal to 3.24 per cent; and
- The total quantity of HFC-23 by-product for which funding is requested for destruction through the completion of the Agreement was equal to or less than 360,378 kilogrammes.

Conditions for funding release

9. The Executive Committee will only provide the Funding when the Country satisfies the following conditions at least 10 weeks in advance of the first Executive Committee meeting of the years specified in Appendix 1-A:

- (a) That the Country has emitted up to a maximum of 0.1 kilogramme of HFC-23 per 100 kilogrammes of HCFC-22 produced for all relevant years. Relevant years are all years since the year in which this Agreement was approved except for 2021;
- (b) That the meeting of the Targets referred to in sub-paragraph (a) has been independently verified for all relevant years, by a verifier who will be commissioned by the Lead implementing agency;
- (c) That the Country has submitted a Tranche Implementation Report in the form of Appendix 2-A for all the activities required for the destruction of HFC-23 by-product from the HCFC-22 production line concerned, and that it has achieved a significant level of implementation of activities initiated with previously approved tranches; and
- (d) That the Country has submitted a Tranche Implementation Plan in the form of Appendix 2-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.

Flexibility in the reallocation of funds

10. The Country agrees to document in advance either in a Tranche Implementation Plan, or as a revision to an existing Tranche Implementation Plan to be submitted at least 10 weeks in advance to any meeting of the Executive Committee, for its approval:

- (a) Reallocations categorized as major changes related to *inter alia*:
 - (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 for the different tranches;
 - (iv) Provision of funding for activities not included in the approved Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 20 per cent of the total cost of the last approved tranche; and
 - (v) Using a different technology for the destruction of HFC-23 by-product that has already been selected in the project proposal, on the understanding that any submission for such a request would identify the associated incremental costs, confirmation that the annual emission limits of up to a maximum of 0.1 kilogramme of HFC-23 per 100 kilogrammes of HCFC-22 produced will be maintained, and that potential savings related to the change of technology will decrease the overall funding level under this Agreement; and

- (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.

11. Should FIASA decide to permanently close its HCFC-22 production line prior to 1 January 2024, the Country, through the Lead implementing agency, could submit a request for funding for that closure on the understanding that:

- (a) The funding would be based on the total agreed funding of US \$2,262,630, minus the funding already approved in Tranche Implementation Plans approved by the Executive Committee and minus US \$20,000 for independent verification for each year through 2030 subsequent to the year of the production closure;
- (b) An independent verification of production line closure was submitted in line with the guidelines for the verification of ODS production phase-out;
- (c) The request would be submitted at least ten weeks prior to the Executive Committee meeting at which it would be considered; and
- (d) FIASA would not be eligible for further funding from the Multilateral Fund for the production of any Annex C, Group I, or Annex F substances under the Montreal Protocol.

Flexibility in the date of commencement of destruction of HFC-23

12. Notwithstanding paragraphs 1 and 2, and due to the extraordinary circumstances brought about by the COVID-19 pandemic which could delay the completion of the refurbishment of the incinerator, the Country will have flexibility, only if necessary because the onsite cryogenic tank has reached its maximum capacity and only in 2022, to emit to the atmosphere the quantity of HFC-23 by-product generated that exceeds the maximum capacity of the onsite cryogenic tank prior to the completion of the refurbishment of the incinerator, on the understanding that:

- (a) The funding for the second tranche to be requested in 2024 will be reduced by US \$1.40 for every kilogramme of HFC-23 by-product that was not destroyed in 2022; and
- (b) The Country would be exempt from any penalty for emissions of up to the quantity of HFC-23 by-product emitted because the onsite cryogenic tank reached its maximum capacity and that quantity emitted was below that generated between 1 January 2022 and 30 April 2022.

Lead implementing agency

13. 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"). The role of the Lead IA is contained in Appendix 4-A ("Role of the Lead Implementing Agency"). The Executive Committee agrees, in principle, to provide the Lead IA with the fees set out in rows 2.1 of Appendix 1-A.

Monitoring

14. The Country will ensure that it conducts accurate monitoring of its activities under this Agreement. The institutions set out in Appendix 3-A ("Monitoring Institutions and Roles") will monitor and report on 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 sub-paragraph 9(b) above.

15. 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.

Non-compliance with the Agreement

16. Should the Country, for any reason, not meet the Targets for the destruction of HFC-23 by-product generated in the production of HCFC-22 set out in row 1.1 of Appendix 1-A or otherwise does not comply with this Agreement, the Country agrees that it will not be entitled to the Funding in accordance with the Targets, and Funding. At the discretion of the Executive Committee, funding will be reinstated according to a revised 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 Targets, and Funding. The Country acknowledges that the Executive Committee may reduce the amount of the Funding by the amount set out in Appendix 5-A (“Reductions in Funding for Failure to Comply”) in respect of each kilogramme emitted of HFC-23 generated in the production of HCFC-22 beyond the target specified in row 1.1 of Appendix 1-A in any one year. The Executive Committee will discuss each specific case in which the Country did not comply with this Agreement, and take related decisions. Once decisions are taken, the specific case of non-compliance with this Agreement will not be an impediment for the provision of funding for future tranches as per paragraph 9 above.

17. 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

18. This Agreement will be concluded on 1 January 2031. Should at that time there still be activities that are outstanding, and which were foreseen in the last Tranche Implementation Plan, the completion of the Plan will be delayed until the end of the year following the implementation of the remaining activities upon approval by the Executive Committee. The reporting requirements as per sub-paragraphs 1(a), 1(b), 1(c), and 1(d) of Appendix 2-A will continue until the time of the completion of the Plan unless otherwise specified by the Executive Committee.

Validity

19. 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. Except “production”, all terms used in this Agreement have the meaning ascribed to them in the Montreal Protocol unless otherwise defined herein. “Production” in this Agreement means the total amount of HCFC-22 produced for all uses, including controlled and feedstock uses, and irrespective of any subsequent destruction, recycling and reuse of that HCFC-22.

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

APPENDICES

APPENDIX 1-A: THE TARGETS, AND FUNDING

Row	Particulars	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	Total
1.1	Maximum allowable emissions of Annex F, Group II substances per 100 kg of Annex C, Group I substances produced (kg)	n/a	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	n/a
2.1	Lead IA (UNIDO) agreed funding (US \$)*	1,527,851	-	-	112,757	112,757	101,853	101,853	101,853	101,853	101,853	2,262,630
2.2	Support costs for Lead IA (US \$)	106,950	-	-	7,893	7,893	7,130	7,130	7,130	7,129	7,129	158,384
3.1	Total agreed funding (US \$)	1,527,851	-	-	112,757	112,757	101,853	101,853	101,853	101,853	101,853	2,262,630
3.2	Total support costs (US \$)	106,950	-	-	7,893	7,893	7,130	7,130	7,130	7,129	7,129	158,384
3.3	Total agreed costs (US \$)	1,634,801	-	-	120,650	120,650	108,983	108,983	108,983	108,982	108,982	2,421,014

* The agreed funding in any given year may be adjusted in line with paragraphs 6, 7 and 8 of this Agreement.

APPENDIX 2-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 the following 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 destruction of HFC-23 by-product from the production lines of HCFC-22 concerned. The report should include *inter alia* the amounts of HCFC-22 produced, the amounts of HFC-23 by-product generated in the production lines concerned, and the amounts of HFC-23 by-product that were destroyed, stored, sold, and/or vented, and the destruction technology used, to allow the Secretariat to assess the results achieved in terms of amounts of HFC-23 that had been destroyed and emitted. 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 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, or other changes;
- (b) An independent verification report providing *inter alia* the amounts of HCFC-22 produced, the amounts of HFC-23 by-product generated, and the amounts of HFC-23 by product that were destroyed, stored, sold, and/or vented, provided together with each tranche request;
- (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; and
- (d) An Executive Summary of about five paragraphs, summarizing the information of the above sub-paragraphs 1(a) to 1(c).

APPENDIX 3-A: MONITORING INSTITUTIONS AND ROLES

1. In Argentina, the National Ozone Unit (OPROZ) is a tripartite coordination office for the implementation of the Montreal Protocol. It is composed of a representative of the Ministry of Environment and Sustainable Development, Secretary of Industry, Knowledge Economy and Foreign Trade Management, and Ministry of Foreign Affairs and Worship.

2. UNIDO is appointed as the Lead IA and will be responsible for the overall management, monitoring of progress, performance verification and reporting to the Fund Secretariat and the Executive Committee. The project will be implemented by UNIDO and will be coordinated through the Secretary of Industry, Knowledge Economy and Foreign Trade Management. UNIDO will work in close cooperation with OPROZ and FIASA. The work will be carried out under the supervision and guidance of the Project Manager of UNIDO. Necessary local coordination and control will be done by OPROZ.

3. Monitoring of HCFC-22 production and HFC-23 by-product generation will be carried out through monthly reporting and semi-annual control visits: the focus of the review will be to verify the information provided by FIASA, with supporting documentation and accounting records including *inter alia*: daily and monthly production reports; anhydrous hydrogen and chloroform stocks, and HCFC-22 production; delivery notes, ozone depleting substances and raw materials sales invoices, ozone depleting substances customs clearance, accounting books (value-added tax, inventory and balance), HFC-23 by-product generation and destruction reports.

APPENDIX 4-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;
 - (b) Assisting the Country in preparation of the Tranche Implementation Reports and Plans as per Appendix 2-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 2-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(a) and 1(c) of Appendix 2-A;
 - (e) Fulfilling the reporting requirements for the Tranche Implementation Reports and Plans and the overall plan as specified in Appendix 2-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 Tranche Implementation Plan and accurate data reporting;
 - (i) In case of reductions in funding for failure to comply in accordance with paragraph 16, 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; and
 - (l) Timely releasing funds to the Country/participating enterprise for completing the activities related to the project.

2. After consultation with the Country and taking into account any views expressed, the Lead IA will select and mandate an independent entity to carry out the verification of the destruction of HFC-23 generated in each HCFC-22 production line as per sub-paragraph 9(b) and sub-paragraph 1(b) of Appendix 2-A.

APPENDIX 5-A: REDUCTIONS IN FUNDING FOR FAILURE TO COMPLY

1. In accordance with paragraph 16, the amount of funding provided may be reduced by US \$12.56 per kilogramme of emission of HFC-23 generated in each HCFC-22 production line beyond the level defined in row 1.1 of Appendix 1-A for each year in which the target specified in row 1.1 of Appendix 1-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.