



TERMS OF REFERENCE

Job title:	Consultancy services to undertake the verification of the implementation of the Republic of Moldova's HCFCs Phase-Out Management Plan (HPMP) Stage-II Programme
Type of Contract:	Individual Contract
Assignment type:	National Consultant
Project name:	Verification Report for Implementation of the Republic of Moldova's HCFCs Phase-Out Management Plan Stage II Programme (MOL/PHA/86/TAS/42)
Section/Unit:	Environment, Energy and Climate Change Cluster
Duty station:	Chisinau, Republic of Moldova
Languages requirement:	Fluency in Romanian and English is required
Contract Duration:	April – June 2021 (up to 55 working days)
Payment arrangements:	Lump sum contract (payments linked to satisfactory performance and delivery of outputs)
Evaluation method:	Desk review of shortlisted candidates

I. BACKGROUND

UNDP works in some 170 countries and territories, helping to achieve the eradication of poverty, and the reduction of inequalities and exclusion. We help countries to develop policies, leadership skills, partnering abilities, institutional capabilities and build resilience in order to sustain development results.

UNDP is one of the agencies designated by the Executive Committee of the Multilateral Fund for the Implementation of the Montreal Protocol to assist Article 5 countries in the implementation of projects for the phase-out of the consumption, and where applicable, production of ozone depleting substances (ODS).

The Republic of Moldova is Party to the Vienna Convention for the Protection of the Ozone Layer (Vienna, March 22, 1985) and Montreal Protocol (MP) (Montreal, September 16, 1987) since 1996 and operates under Article 5 of the MP. Moldova also ratified all amendments to the Montreal Protocol: the London and Copenhagen Amendments on 25 June 2001, and the Montreal on 24 May 2005 and Beijing Amendment on 5 December 2006. In this line, the country has committed to gradual phase-out of ozone depleting substances (ODS), such as hydrochlorofluorocarbons (HCFCs), mostly because of their high Ozone Depleting Potential (ODP).

The 19th meeting of the Parties to the Montreal Protocol in September 2007, through its Decision XIX/6 adopted an accelerated phase-out schedule for HCFCs (Annex C Group I). The first control step was to freeze production and consumption of HCFCs from 1 January 2013, at the Baseline Level (average of 2009 and 2010 levels). The other control targets are reduction of 10% by 2015, reduction of 35% by 2020, reduction of 67.5% by 2025 and reduction of 97.5% by 2030, allowance of 2.5% of baseline (annual equivalent) for period 2030-2040 and complete phase-out by 2040. Republic of Moldova is an Article 5 Party to the Montreal Protocol and must comply with the above phase out timetable.

The Executive Committee (ExCom) of the Multilateral Fund (MLF) approved at its 72nd meeting in May 2014 the project supporting the Republic of Moldova to develop the HCFCs Phase-Out Management Plan Stage II proposal, focusing on compliance with the Montreal Protocol targets. The project was designed to be implemented jointly by United Nations Development Programme (UNDP), as Lead Implementing Agency and United Nations Environment Programme (UNEP), as Co-operating Implementing Agency. The HPMP Stage II project was focused on collection of information inputs in consultation with the industry/commercial/private/public sectors and design the national interventions for the Republic of Moldova to meet 2020/35% HCFCs phase-out obligations. HPMP Stage II programme was designed to address phase-out of HCFCs consumption mainly in the Refrigeration and Air-Conditioning (RAC) servicing sector, with focuses on commercial refrigeration.

The Republic of Moldova's HCFCs Phase-Out Management Plan (HPMP) – Stage II project for the 2016-2020 period to reduce HCFCs consumption by 35 per cent of the baseline has been approved at the 77th meeting of the ExCom of the Multilateral Fund for the Implementation of the Montreal Protocol (Decision 77/41). The Annex XVII of the report of the 77th meeting of the ExCom contains the Agreement between the Government of the Republic of Moldova and the ExCom regarding the reduction of HCFC consumption. As per clause 5(b) of the Agreement between the Government of the Republic of Moldova and the ExCom of the Multilateral Fund for the Reduction in Consumption of HCFCs also known as the HPMP Agreement, the Targets specified in HPMP agreement have to be independently verified, unless the ExCom decides that such verification is not required.

At its 83rd meeting, the Executive Committee requested UNDP to include in the amendments to work programmes, due for submission at the 84th meeting, a Verification Report for the Republic of Moldova's HPMPs Stage II Programme. An amount was approved for undertaking the verification for the 2015-2020 years by the ExCom at its 86th meeting (MOL/PHA/86/TAS/42). The verification report needs to be submitted to the Multilateral Fund Secretariat (MFS) by mid-June 2021, at latest.

UNDP is currently seeking a qualified individual as National Consultant for the Republic of Moldova's HCFCs Phase-Out Management Plan, Stage II Programme verification reporting.

II. SCOPE OF WORK AND EXPECTED OUTPUTS

The objective of the verification exercise is to produce a verification report on the consumption of substances in Annex C Group I of the Montreal Protocol (HCFCs) contained in Appendix 1-A of the above-referenced Agreement and, when applicable, HCFCs not listed in Appendix 1-A that may have been imported for the years 2015 to 2020 inclusive. Annual HCFCs consumption should be verified against consumption targets established in Row 1.2 of Appendix 2-A of the Agreement, and is to be carried out for all years for which a target is set in the Agreement.

Tasks and Responsibilities:

The qualified national consultant will undertake the following activities in preparing the verification report:

- 1) Undertake a desk review of the national legislation, policies and procedures on ODS imports and exports, particularly HCFCs, considering such aspects as:
 - a) Channels of communication between the Ministry of Agriculture, Regional Development, Environmental Agency (the licensing authority), national Montreal Protocol Unit and the national customs authority;
 - b) Authorized list of importers/exporters of HCFCs and, where available, distributors. A representative sample of reports from importers/exporters, and where available of distributors should be reviewed;
 - c) Administrative procedures and documentation, including national system of harmonized custom codes in order to identify HCFCs and HCFCs mixtures, trade names, code numbers, and labelling, and other documentation required for presentation to customs authorities by licensed importers and exporters of HCFCs;
 - d) System of monitoring and reporting on import and export of HCFCs;
 - e) Government enforcement structure for HCFCs imports and exports, including mechanisms and capacity for prosecution and enforcement; sanctions or penalties to be imposed on violation of legal regulation, and procedures to be applied in case of suspicious shipments; and
 - f) Sample or other identification methods used. The verification should review a representative sample of reports from importers/exporters, and where available of distributors; official statistics on imports/export; and quotas issued versus actual quotas used.
- 2) Check the official data on national HCFCs consumption, in particular HCFCs records of imports and exports against import permits issued, including by consultation of national importers; explain any data inconsistencies that may have been identified during the verification process, such as potential import of banned controlled substances or import data different from data reported under Article 7.
- 3) Carry out a comprehensive analysis of the import-export system and submit conclusions and recommendations thereon.

Sources of Information:

The following documents will be provided by the national Montreal Protocol Unit (MPU) and/or by the MoARDE, if the case:

- 1) Guidelines for the verification of national HCFCs consumption targets of multi-year agreement;
- 2) Primary legislation and other regulations governing the functions of the national Montreal Protocol Unit (MPU);
- 3) Relevant decisions of the Executive Committee on the Republic of Moldova's HPMP Stage II;
- 4) The Republic of Moldova's HCFCs Phase-Out Management Plan (HPMP) Stage II;
- 5) Detailed documents on HPMP Stage II and tranches reports/requests submitted to the ExCom;
- 6) Documents to verify functionality of the import-export control system:
 - a. ODS consumption data reports submitted to the Ozone Secretariat and to the Secretariat of the Multilateral Fund for the Implementation of the Montreal Protocol;
 - b. Lists of importers;
 - c. Information on approvals of quotas and import licenses;
 - d. Dossiers and surveys from enterprises regarding environmental licenses and environmental management measures;
 - e. HCFCs import-export data and refrigeration and air conditioning equipment import data provided from the licensing system and from relevant databases;
 - f. System of monitoring and reporting on import and export of HCFCs;
 - g. Copies of relevant communications received by the national Montreal Protocol Unit from the national customs authority and other relevant institutions;
 - h. Government enforcement structure for HCFCs imports and exports, including mechanisms and capacity for prosecution and enforcement; sanctions or penalties to be imposed on violation of legal regulation; and procedures to be applied in case of suspicious shipments;
 - i. Report of surveys of quality of refrigerants available in the country the market (if available).
- 7) In addition to the documentary verification, interviews may be held, if necessary, with officials of relevant organizations, including, e.g. the national customs authority, national importers, and other relevant entities.

Methodology for Verification:

- 1) The national consultant should check the information provided by the national Montreal Protocol Unit and MoARDE regarding the consumption data for the years under consideration against the database of Ozone Secretariat and the Multilateral Fund Secretariat (Country Programme Data). The supporting documentation used by the national MPU, such as annual quota approvals, import licenses issued, etc. should also be reviewed, as it helps in the assessment of the status of implementation of the HCFCs import-export control system;
- 2) In the end a final report with a summary of activities, as well as conclusions and recommendations should be submitted. This will be complemented by a copy of the CV of selected national consultant showing the experience and qualifications of the verifier, as well as a signed declaration form (template will be provided by UNDP);
- 3) Since multi-year agreement define the accomplishment of the national objectives through the annual maximum allowable consumption of HCFCs, in order to verify the national consumption, it is necessary to use as a basis the definition of consumption in the Montreal Protocol (that is, consumption = production + imports - exports).

Draft and Final Verification Reports:

A Draft Verification Report, summarizing the initial findings, should be submitted no later than the 20th May 2021, in consultation with the national MPU and UNDP IRH MPU/Chemicals, to align its further transmission to the MLF Secretariat.

The Final Report should be submitted within two weeks of receiving comments from UNDP IRH MPU/Chemicals if any, on the draft verification report, but not later than 20th of June 2021, to align its further transmission to the MLF Secretariat.

The Final Verification Report should include the following information:

1. Description of the detailed stages and the procedures taken into account for the development of the verification report for the 2015 -2020 period provided;
2. All the pertinent aspects of national legislation, policies and procedures used to reach the objectives in the reduction of HCFCs consumption as outlined in the HPMP Stage II by 2020 summarized;

3. A detailed analysis of the data that proves and confirms that the results for reduction in HCFCs consumption reached by 2020 provided;
4. The follow-up on the recommendations from previous verifications reviewed;
5. A section comparing data collected from different sources, e.g. amounts reported by importers, the national MPU, national customs authority provided;
6. Discrepancies, where found, should be investigated and the reason for the discrepancy should be provided;
7. The perceived shortcomings, if any, and suggest improvements to the system outlined;
8. Statements on whether the country has met the consumption targets specified in the Agreement between the country and the Executive Committee (Appendix 2-A) provided;
9. The existence of an operational licensing and quota system for HCFCs imports and exports stated, and the conclusion on whether the system is capable of ensuring the country's compliance with the Montreal Protocol HCFCs phase-out schedule provided;
10. The issues and problems encountered while implementing the current import/export licensing in the country (e.g. deviations between data from different sources, showing transfer errors, or establishing that reporting was referring to licensed amounts where actual imports should have been reported, among others) outlined, and solutions on how they could be addressed in future provided;
11. Conclusions and recommendations provided.

Deliverables:

No.	Deliverables	Estimated Deadline	No. of working days (estimated)
1.	Work Plan reflecting timeframe of the reporting deliverables submitted	30 th April 2021	5
2.	Completion of the draft Verification Report containing the deliverables mentioned above in compliance with the requirements outlined in the MLF guidelines for the verification of national HCFCs consumption targets of multi-year agreement.	30 th May 2021	30
3.	Completion of the final Verification Report containing the deliverables mentioned above in full compliance with the requirements outlined in the MLF guidelines for the verification of national HCFCs consumption targets of multi-year agreement.	25 th June 2021	20

This is a part-time consultancy. The timeframe for the assignment is planned through April to June 2021 and should not exceed 55 working days.

III. INSTITUTIONAL ARRANGEMENTS

The national consultant will work closely with the Montreal Protocol Unit (MPU) of the Public Institution "Environmental Projects Implementation Unit" (I.P. "EPIU"), under overall supervision of the national MPU Coordinator, in close collaboration with the staff of the Air and Climate Change Policies Division of the Ministry of Agriculture, Regional Development and Environment (MoARDE), for substantive aspects of the assignment. The national MPU will provide all needed support to the consultant in order to facilitate the process. The consultant will report to the national MPU Coordinator and to the Programme Analyst/Climate Change, Energy & Environment at UNDP Moldova.

IV. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATION

1. Academic Qualifications:

- Master degree (or equivalent) in a relevant field, such as Engineering (Mechanics, Refrigeration), Chemical Hazardous Management, Chemistry, Biology, Environmental Sciences, or any related qualification.

2. Years of experience:

- At least 5 (five) years' experience in carrying out international and/or national reviews and verifications activities of a technical nature for environmental protocols/conventions and/or projects;
- Previous experience in collaboration with UN and other international development agencies is a very strong advantage.
- The applicant should not be a permanent staff member of UNDP, National Ozone Unit (NOU) or of Ministry of Agriculture, Regional Development and Environment of Moldova; the applicant should also not have been

directly involved in the implementation of the Republic of Moldova's HCFCs Phase-Out Management Plan (HPMP).

3. Competencies:

- Familiarity with the Montreal Protocol and its amendments, country programme on ODS (ozone depleting substances) phase-out in the Republic of Moldova, national customs and environmental legislation related to ODSs, GHG (greenhouse gases);
- Good understanding of procedures followed for project implementation under Montreal Protocol;
- Good understanding of national regulation and procedures relating to import-export of ODSs and industrial policies relating to RAC (refrigeration and air-conditioning) sector in the Republic of Moldova;
- Ability to analyse guidance documents, tools, and other resources related to environmental protocols/conventions and strong analytical and reports writing skills;
- Skills to research, design and produce quality knowledge products (reports, policy papers, research papers, etc.);
- Ability to achieve results and deadlines in a timely manner, maintaining a high standard throughout;
- Fluency in written and spoken Romanian and English is required.

V. PAYMENTS MODALITIES

The national consultant will organize and facilitate the implementation of all activities as described above. His/her payment will be lump sum amount based, disbursed in two instalments (as provided below), upon submission and approval of deliverables and certification by the national MPU Coordinator and Programme Analyst/Climate Change, Energy & Environment at UNDP Moldova, that the services have been satisfactorily performed:

- 1st instalment at the rate of 40% of total amount after approval of deliverables No. 1 and No. 2;
- 2nd instalment at the rate of 60% of total amount after the completion and approval of deliverable No. 3.

VI. APPLICATION PROCESS

Applicants shall submit the following documents:

- ☒ Offeror's Letter confirming interest and availability, including Financial Offer, according to Annex 2;
- ☒ CV, including information about experience in similar assignments;
- ☒ Brief description of why the individual considers him/herself as the most suitable for the assignment.

Incomplete applications will not be considered.

Important notice:

The applicant who has the statute of Government Official / Public Servant, prior to appointment will be asked to submit the following documentation:

- A no-objection letter in respect of the applicant received from the government, and;
- The applicant is certified in writing by the government to be on official leave without pay for the entire duration of the Individual Contract.

A retired government official is not considered in this case a government official, and as such, may be contracted.

VII. ANNEXES TO THE TOR

Annex 1 – Individual Consultant General Terms and Conditions;

Annex 2 – Offeror's Letter confirming interest and availability, including Financial Offer (template).

**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 II 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 0.65 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 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 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.

Monitoring

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

Flexibility in the reallocation of funds

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

- (a) Reallocations categorized as major changes must be documented in advance either in a Tranche Implementation Plan as foreseen in sub-paragraph 5(d) above, or as a revision to an existing Tranche Implementation Plan to be submitted eight weeks prior to any meeting of the Executive Committee, for its approval. Major changes would relate to:
 - (i) Issues potentially concerning the rules and policies of the Multilateral Fund;
 - (ii) Changes which would modify any clause of this Agreement;
 - (iii) Changes in the annual levels of funding allocated to individual bilateral or implementing agencies for the different tranches; and
 - (iv) Provision of funding for programmes or activities not included in the current endorsed Tranche Implementation Plan, or removal of an activity in the Tranche Implementation Plan, with a cost greater than 30 per cent of the total cost of the last approved tranche; 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 decision 72/41 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 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 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 IAs with access to the information necessary to verify compliance with this Agreement.

Date of completion

14. The completion of the Plan and the associated Agreement will take place at the end of the year following the last year for which a maximum allowable total consumption level has been specified in Appendix 2-A. Should at that time there still be activities that are outstanding, and which were foreseen in the last Tranche Implementation Plan and its subsequent revisions as per 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	1.0

APPENDIX 2-A: THE TARGETS, AND FUNDING

Row	Particulars	2016	2017	2018	2019	2020	Total
1.1	Montreal Protocol reduction schedule of Annex C, Group I substances (ODP tonnes)	0.9	0.9	0.9	0.9	0.65	N/A
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	0.9	0.9	0.9	0.9	0.65	N/A
2.1	Lead IA (UNDP) agreed funding (US \$)	104,850	0	0	0	17,450	122,300
2.2	Support costs for Lead IA (US \$)	9,437	0	0	0	1,570	11,007
2.3	Cooperating IA (UNEP) agreed funding (US \$)	26,100	0	26,100	0	0	52,200
2.4	Support costs for Cooperating IA (US \$)	3,393	0	3,393	0	0	6,786
3.1	Total agreed funding (US \$)	130,950	0	26,100	0	17,450	174,500
3.2	Total support cost (US \$)	12,830	0	3,393	0	1,570	17,793
3.3	Total agreed costs (US \$)	143,780	0	29,493	0	19,020	192,293
4.1.1	Total phase-out of HCFC-22 agreed to be achieved (ODP tonnes)						0.25
4.1.2	Phase-out of HCFC-22 to be achieved in previously approved projects (ODP tonnes)						0.1
4.1.3	Remaining eligible consumption for HCFC-22 (ODP tonnes)						0.65

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 Ozone Unit (NOU) of the Country with support from the Lead IA and the Cooperating IA. The NOU will function as the national coordinator of all project activities described in the Plan.

2. The Lead IA and the Cooperating IA will apply their administrative procedures towards implementation of the Plan. The Lead IA will use National Implementation Modality (NIM) based on establishment of annual work plans and utilization of the Lead IA's procurement functions for the delivery of equipment and tools planned for the project. The Cooperating IA will utilize its standard operating procedure on SSFA agreements with the NOU. Regular monitoring of compliance with the work plans is 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. The reporting requirements include the reporting about activities undertaken 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 IAs, the allocation of the reductions to the different budget items and to the funding of the Lead IA and each Cooperating IA;
- (l) Ensuring that disbursements made to the Country are based on the use of the indicators;
- (m) Providing assistance with 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 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;
- (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.