

### **Ozone Protection Unit, Air Division, DOE**

The Ozone Protection Unit (OPU) within the Air Division of the Department of Environment (DOE) acts as a National Focal Point (NFP) for the implementation of the Montreal Protocol and is responsible for the overall coordination of ODS Phase-out programme in Malaysia. DOE will have the following roles and responsibilities:

- Overall responsibility for supervision and monitoring of implementation;
- Coordination of activities among various stakeholders and partners;
- Developing appropriate policy and regulatory actions, including review and coordination amongst different government departments and ensuring their enactment and enforcement;
- Executing performance-based agreements with enterprises participating in the HPMP for technology conversions and HCFC phase-out, and endorsing disbursements to the enterprises based on agreed performance targets;
- Establishing completion of enterprise level technology conversions and phase-out of HCFCs;
- Coordinating among various HCFC-consuming sectors at national level to ensure that the agreed national-level phase-out targets and consumption targets are met;
- Facilitating stakeholder consultations;
- Conducting awareness and outreach activities to ensure communication and dissemination of information to stakeholders and public;
- Facilitating performance verification and financial audit as required;
- Preparing annual implementation plans and progress reports in accordance with the provisions of the HPMP agreement between the Executive Committee of the Multilateral Fund and Government and reports as may be required by UNDP.

In addition, the NOU also acts as the Secretariat to the NSC and PSC.

### **United Nations Development Programme (UNDP)**

UNDP is the implementing agency for the overall HPMP including all HCFC consuming sectors. UNDP supports the project in various ways, such as:

- Supporting DOE in ensuring an effective and smooth implementation process;
- Providing assistance for policy/regulatory actions, management and technical support to DOE as and when required;
- Assisting DOE in the process of consultations with stakeholders on the technical and logistical aspects of HPMP implementation;
- Supporting DOE in the review and endorsement process for enterprise-level technology conversions and phase-out agreements;
- Assisting DOE and stakeholders in alternative technologies and technology transfer;
- Assisting DOE in identification and recruitment of expert(s) and project staff as required;

- Ensuring performance verification and disbursements in accordance with the HPMP agreement between the Executive Committee of the Multilateral Fund and Government of Malaysia;
- Assisting DOE in the preparation and submission of annual implementation plans, progress reports and requests for future funding tranches, as stipulated in the HPMP agreement between the Executive Committee of the Multilateral Fund and Government of Malaysia;
- Undertaking consultations and clarifications with MLF Secretariat as may be required in context of submission and approval of annual implementation plans and progress reports;
- Carrying out the required monitoring and supervision missions.
- Carrying out procurement of equipment, project staff and consultants

### **National Project Director (NPD)**

The National Project Director is a government appointee with sufficient hierarchy to guide the whole project structure, approve activities as laid out in the project document and approve payments as per the Annual Work plan. The person is also responsible for coordinating project activities among various parties for the project. Among these responsibilities are ensuring that the project document and project revisions requiring Government's approval are verified and processed through the Government coordinating authority in accordance with established procedures and providing direction and guidance on project related issues. The NPD is the Director, Air Division, Department of Environment.

### **National Project Manager (NPM)**

The NPM is responsible in running the day-to-day coordination of the project with guidance from an authorized officer of the implementing agency. The person ensures that the project produces the results specified in the project document to the required standard of quality and within the specified constraints of time and cost. The NPM will be recruited and report administratively and programmatically to both the NPD and UNDP. The person will assist in timely preparation of the progress reports, and provide the information needed for disbursement of funds.

### **Project Assurance**

The Project Assurance role supports the Project Board (the Project Steering Committee) by carrying out objective and independent project oversight and monitoring functions. This role ensures that appropriate project management milestones are managed and completed. Risks will be periodically reviewed to ensure the risks are mitigated and manageable. Necessary actions taken to overcome any project challenges will be discussed as well.

### **Financial Management**

UNDP will provide required financial resources, based on approved Annual Work Plan (AWP), to the Implementing Partner to carry out project activities during the annual cycle. Under the

Harmonized Approach to Cash Transfer (HACT), the following modalities may be used:

- Direct cash transfers to the Implementing Partner, for obligations and expenditures to be made by them in support of activities;
- Direct payments to vendors and other third parties, for obligations incurred by the Implementing Partner;
- Reimbursement to the Implementing Partner for obligations made and expenditure incurred by them in support of activities.

The Funding Authorization and Certificate of Expenditures (FACE) form shall be used for all the above cash disbursements as well as for expenditure reporting. The Implementing partner and Project Manager will work closely with UNDP to monitor the use of the financial resources and are accountable for:

- Managing available resources under the HPMP Stage II to achieve the expected results.

Maintaining an up to-date accounting system that contains records and controls to ensure the accuracy and reliability of financial information and reporting. Expenditures made should be in accordance with the Annual Work Plans and budgets.

At the end of a quarter/year, UNDP prepares a Combined Delivery Report (CDR) which records all disbursements made under the project for verification. The Implementing Partner and UNDP should sign this CDR.

A project revision shall be made when appropriate; to respond to changes in the development context or to adjust the design and resources allocation to ensure the effectiveness of the project provided that the project remains relevant to the Country Programme. A project revision shall be supported by the record of an approval decision made by the project PSC, and an updated and signed AWP.

### **UNDP Support Services**

UNDP will provide Direct Project Services as requested by Government, i.e. Department of Environment, Ministry of Natural Resources and Environment (MNRE) and parties will enter an agreement with UNDP for support services in the form of procurement of goods and services during the project implementation process. In such a case, appropriate cost recovery will be charged as per UNDP rules and regulations. The support services will be outlined in the form of Letter of Agreement signed between DOE and UNDP. In providing such support services, the UNDP Country Office shall ensure that the capacity of the Government-designated institution is strengthened. The UNDP Country Office may provide, at the request of the designated institution, the following support services for the activities of the programme/project:

- Identification and/or recruitment of project and programme personnel;
- Identification and facilitation of training activities;
- Procurement of goods and services;

The above will be carried out based on UNDP policies and procedures following the principles of best value for money, fairness, integrity, transparency, and effective competition. UNDP shall charge to the project as per the Universal Price List and/or Local Price List where required.

UNDP will also charge for the support services provided as follows:

- a. Direct cost for implementation support services (ISS) for activities under the project.

### **In-Kind Contribution**

In addition to the financial resources through UNDP, the implementing partner will provide the following in-kind contribution:

- Assist in gaining access to all relevant data and information required to for the project that is accessible for public viewing;
- Assist in coordinating with other agencies and ministries
- Office space for the Project Manager, consultants and experts at DOE
- Use of office support facilities by the Project Manager, consultants and experts (e.g. fax machine, stationery, photocopying machine, telephone), and secretarial support where applicable;
- Facilities for convening meetings, workshops and seminars.

Any reimbursable expenses can be borne by the project fund as agreed in the AWP.





# MONITORING FRAMEWORK AND EVALUATION



## V. MONITORING FRAMEWORK AND EVALUATION

The project results as outlined in the project results framework will be monitored annually and evaluated periodically during project implementation to ensure the project effectively achieves these results.

Project-level monitoring and evaluation will be undertaken in compliance with UNDP requirements as outlined in the UNDP POPP and UNDP Evaluation Policy. While these UNDP requirements are not outlined in this project document, the UNDP Country Office will work with the relevant project stakeholders to ensure UNDP M&E requirements are met in a timely fashion and to high quality standards.

### **M&E Oversight and Monitoring Responsibilities :**

**Project Manager :** The Project Manager is responsible for day-to-day project management and regular monitoring of project results and risks, including social and environmental risks. The Project Manager will ensure that all project staff maintain a high level of transparency, responsibility and accountability in M&E and reporting of project results.

The Project Manager will develop annual work plans based on the multi-year work plan included in Annex A, including annual output targets to support the efficient implementation of the project. The Project Manager will ensure that the standard UNDP M&E requirements are fulfilled to the highest quality.

**Project Board :** The Project Board will take corrective action as needed to ensure the project achieves the desired results. The Project Board will hold project reviews to assess the performance of the project and appraise the Annual Work Plan for the following year. In the project's final year, the Project Board will hold an end-of-project review to capture lessons learned and discuss opportunities for scaling up and to highlight project results and lessons learned with relevant audiences. This final review meeting will also discuss the findings outlined in the project terminal evaluation report and the management response. The project board is the Project Steering Committee.

**Project Implementing Partner :** The Implementing Partner is responsible for providing any and all required information and data necessary for timely, comprehensive and evidence-based project reporting, including results and financial data, as necessary and appropriate. The Implementing Partner will strive to ensure project-level M&E is undertaken by national institutes, and is aligned with national systems so that the data used and generated by the project supports national systems.

**UNDP Country Office :** The UNDP Country Office will support and provide technical advisory to the Project Manager as needed, including site visits as and when necessary. UNDP may initiate M&E missions according to the schedule outlined in the annual work plan. Mission reports will

be circulated to the project team within one month of the mission. The UNDP Country Office will also ensure that the standard UNDP M&E requirements are fulfilled to the highest quality.

The UNDP Country Office is responsible for complying with all UNDP project-level M&E requirements as outlined in the UNDP POPP. This includes ensuring the UNDP Quality Assurance Assessment during implementation is undertaken annually; that annual targets at the output level are developed, and monitored and reported using UNDP corporate systems; the regular updating of the ATLAS risk log; and, the updating of the UNDP gender marker on an annual basis based on gender mainstreaming progress reported in the UNDP ROAR. Any quality concerns flagged during these M&E activities must be addressed by the UNDP Country Office and the Project Manager.

The UNDP Country Office will retain all M&E records for this project for up to seven years after project financial closure in order to support ex-post evaluations undertaken by the UNDP Independent Evaluation Office (IEO) and/or the GEF Independent Evaluation Office (IEO).

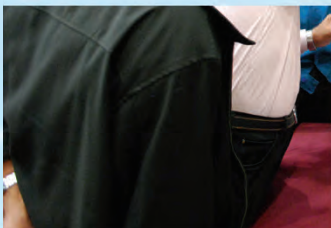
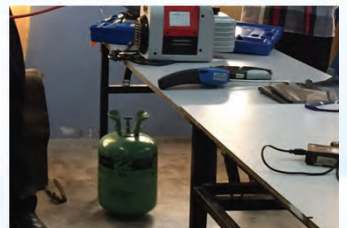
**Audit :** The project will be audited according to UNDP Financial Regulations and Rules and applicable audit policies on NIM implemented projects.<sup>2</sup>

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<sup>2</sup> See guidance here: <https://info.undp.org/global/popp/frm/pages/financial-management-and-execution-modalities.aspx>



## MONITORING FRAMEWORK AND EVALUATION







# LEGAL CONTEXT



## VI. LEGAL CONTEXT

This document together with the CPAP signed by the Government and UNDP which is incorporated by reference constitute together a Project Document as referred to in the Standard Basic Assistance Agreement (SBAA) and all CPAP provisions apply to this document.

Consistent with the Article III of the SBAA, the responsibility for the safety and security of the implementing partner and its personnel and property, and of UNDP's property in the implementing partner's custody, rests with the implementing partner.

The implementing partner shall :

- a. put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the project is being carried;
- b. assume all risks and liabilities related to the implementing partner's security, and the full implementation of the security plan.

UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this agreement.

The implementing partner agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received pursuant to the Project Document are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Project Document.





# ANNEXES



## VII. ANNEXES

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- NATIONAL PROJECT DIRECTOR

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- Below 5 MTs (9 companies)

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### **ANNEX D : ACKNOWLEDGEMENT**

## **ANNEX A : TERMS OF REFERENCE**

### **PROJECT STEERING COMMITTEE (PSC)**

The Project Steering Committee will monitor the conduct of the project and provide strategic guidance to the project team on the implementation of the project. The PSC will be chaired by the Director General, Department of Environment, Ministry of Natural Resources and Environment, or someone assigned by the Director General.

Members of the PSC will consist of representatives from EPU (Environment and Natural Resources Section) and EPU (Social and International Cooperation Sections), UNDP and other relevant stakeholders to be determined by the Committee.

The PSC will meet at least once a year and reports to the National Steering Committee on progress of activities. Then National Ozone Unit will act as Secretariat to the PSC. The PSC will have the following duties and responsibilities :

- Provide policy guidance on matters pertaining to project implementation;
- Monitor and evaluate the implementation of the project towards fulfilment of the objectives stated in the project document;
- Review, approve and endorse proposed work plans and budget and any issues raised by the project;
- Initiate remedial actions to overcome all constraints in progress of the project;
- Review and approve relevant changes to the project design;
- Coordinate the roles of the various organizations involved in the execution of the project and ensure harmony with related activities; and
- Advice on the long-term sustainability strategy of the project.
- Review and approve all related reports to the project.

**NATIONAL PROJECT DIRECTOR**

The National Project Director (NPD) is a staff member of the Government of Malaysia's implementing agency of a UNDP-supported project and in this case will be the Director, Air Division, Department of Environment. The main responsibility is to coordinate project activities among the main project partners, and ensure effective and efficient running of the project.

The NPD is tasked with the following functions :

- Ensuring that the project document and project revisions requiring Government's approval are processed through the Government co - coordinating authority, in accordance with established procedures;
- Ensure workplans are prepared, in discussion with UNDP, and submitted in timely manner.
- Mobilising national institutional mechanisms for smooth progress of project;
- Providing formal project/deliverable acceptance and sign-off upon verification of the project outputs;
- Reviewing project status reports;
- Providing direction and guidance on project-related issues; and
- Providing advice and guidance to the project team.

**ANNEX B : LIST OF ELIGIBLE SMEs****Above 20 MTs (10 Companies)**

NAME OF COMPANY	APPLICATION	MANUAL/ MACHINE	MACHINE TYPE: HL/HP	MODEL	CAPACITY/YR	MT(2015)
WB Refrigeration Sdn Bhd	Panel	Machine	1 HP	Cannon A200	200/m; 1997	20
Teck Chuan Industrial Sdn Bhd	Panel	Machine/ Manual	1 LP (2 factory sites)	Cannon C100	100/m; 1992	23.09
Astino Southern Sdn Bhd *subsidiary of Ooi Joo Kee & Brothers Sdn Bhd	Roofing	Machine	2 LP (2 factory)	Taiwan/ Q2459	180/min; August 2007 & 2015	23.4
RC&A Refrigeration Parts Supplies Sdn Bhd (Welmetra Industri S/B)	Panel	Machine	1 HP	GMA H200	200/m; 2011	27.5
Thung Hing Metal Industry Sdn Bhd	Roofing	Machine	1 LP	Taiwan	April 2007	29
Le Nam Megasheet (M) Sdn Bhd	Roofing	Machine	1 LP	Taiwan	30/min; 2009	40.48
Kossan FRP Ind. (M) Sdn Bhd	Thermal/ ice Box	Machine	2 HP	GMA H40&100	40-2008; 100-2011	35.12
Power Metal Technologies (M) Sdn Bhd	AHU Panel	Machine	2 hp	Cannon A40 & OMS Eco100	60-2006; 100-2012	37.15
Ooi Joo Kee & Brothers Sdn Bhd	Roofing	Machine	1 LP	Taiwan HJ	0.2M3, 2009	62.92
Asia Roofing Industries Sdn Bhd	Roofing	Machine	2 LP (2 factory)	Jason Machine/ LZ22	50 l/m; 2012	76

**Between 5-20 MTs (22 Companies)**

NAME OF COMPANY	APPLICATION	MANUAL/ MACHINE	MACHINE TYPE: HL/HP	MODEL	CAPACITY/YR	MT(2015)
ALPS Polymer (M) Sdn Bhd	Thermal Insulated/ Ice Box	Machine	1 HP	Canon HC 40	40 l/m, 2015	5
Top Amity Sdn Bhd	Panel	Machine	1HP & 1 LP	GMA LV100	100; 2004	5.01
Chong Brothers Coldroom Eng. Sdn Bhd	Panel	Machine	1 HP	OMS/ Ecomaster	160/min; 1999	5
NYC Products Sdn bhd	Floral Hard Foam	Machine	1 HP	Cannon A200	150/min; 1997	5.75
Ngui Soon ColdRoom & Refrigeration Sdn Bhd (Snowfall Ref & Coldroom)	Panel & commercial Tryck	Machine	1 LP	Saip Se100	100/min; 2005	6
P.K.T Insulation Trading	Panel	Machine	1 HP	Elastogran Pu80	90/min; 1995	6
SJ Classic Industries Sdn Bhd	Roofing	Machine	1 LP	Taiwan HT	45g/s; 2013	6.908
Hi-tech Preinsulated Pipes Sdn Bhd	Pre insulated Pipe	Machine	1LP	Cannon A100	100/min; 1995	6.11
Cool Max Refrigeration Industries	Panel	Manual	-	-	-	7
PS Coldroom Panels Supplies	Panel	Machine	1 hp	OMS Eco 200	200/m; 2002	6.8
Water-Care Industries Sdn Bhd	Solar Heat Water	Machine	1 HP	OMS Eco 100	100; 2000	7.48
Coolaxis Sdn Bhd	Panel & AHU	Machine	1 HP	Cannon/ B60	60/m; 2003	7.8
Power Cool Engineering Sdn Bhd	Commercial Chiller/ Freezer	Machine	1 LP	Taiwan 307-500	60min' 2011	8.4
Pipeco FRP Tanks Sdn Bhd	Panel	Manual	-	-	-	8.75
Komiya Roofing (M) Sdn Bhd	Roofing	Machine	1 LP	Taiwan HT F214	2003	9



**Between 5-20 MTs (22 Companies)** (continued)

NAME OF COMPANY	APPLICATION	MANUAL/ MACHINE	MACHINE TYPE: HL/HP	MODEL	CAPACITY/YR	MT(2015)
Astino (M) Colour Steel Sheet Sdn Bhd *subsidiary of Ooi Joo Kee & Brothers Sdn Bhd	Roofing	Machine	2 LP (2 factory)	1. Taiwan/HJ 10307053-1 2. Jaan Sherng FA	120 l/min; 2003	10.12
Roto Speed Moulding Sdn Bhd	Thermal/ Ice Box	Machine	2 lp	GMA Lv 30 & 100	30-2004; 100-2012	11.132
Insulated Box Manufacturer Sdn Bhd	Commercial Trucks	Machine/ Manual	1 HP	Cannon A100	100/min; 2002	12
Hewgant Sdn Bhd	Ice Box	Machine	1 HP	OMS/ H40	40/min; 2010	13.01
Century Refrigeration Enterprise	Panel	Machine	1 HP	GMA/ H100	90/min; 2006	14.346
Alled Foam Insulation Sdn Bhd	Pre insulated Pipe	Machine	2 LP	C100/LV100	100l/min; 2008	16
Gai Hin Refrigeration Sdn Bhd	Panel	Machine	2 HP	Cannon A100 & A200	100&200/ min; 1999/2001	16.8

**Between 1-5 MTs (26 Companies)**

NAME OF COMPANY	APPLICATION	MANUAL/ MACHINE	MACHINE TYPE: HL/HP	MODEL	CAPACITY/YR	MT(2015)
F&C Equipment Sdn Bhd	Panel & commercial Refrigerator	Manual	-	-	-	1.1
O.A.L Enterprise	Panel	Machine	1 LP	OMS C100	100/min 1998	1.056
Lian Pang Refrigeration & Electrical Sdn Bhd	Commercial Chiller/Panel	Machine	1 LP	OMS Ecomaster	100/min 1978	1.2
Hong Yun Refrigeration	Panel	Machine	1 LP	GMA LV100	100/min; 2010	3.125
Tech-Kool Refrigeration Sdn Bhd	Cold Truck/ Panel		1 LP	Custom made	20/min; 2008	1.25
Manik Prestasi Sdn Bhd	Wall Panel	Machine	1 LP	OMS Ecomaster	200/min; 1996	1.49
Solid Foam Industries Sdn Bhd	Pre insulated Pipe	Machine	1 HP	GMA H100	90/m; 2004	1.485
Miripoly Industries Sdn Bhd	Insulated box	Manual	-	-	-	1.76
Nobelane Industries Sdn Bhd	Commercial Chiller/ Refrigerator	Machine	1 HP	Cannon A100	100/min; 1997	2.4
Welcome Air-Tech (M) Sdn Bhd	AHU Panel	Machine	1 LP	China Pourgun	7kg/m; 2005	2.43
Hai-Point Marketing Sdn Bhd	Roofing	Machine	1 LP	Taiwan Chong Ji	2014	2.6
Syarikat Kejuruteraan Elecktrik Fook Mei Sdn Bhd	Commercial Chiller/ Freezer	Manual	-	-		2.59
Composite Truck Body Sdn Bhd *subsidiary of WB Refrigeration Sdn Bhd	Cold Truck/ Panel	Machine	1 HP	Canon/ A100	100min; 1997	3
Penang Trading Company	Panel	Machine	1 HP	Cannon A100	90/min; 1998	2.925

**Between 1-5 MTs (26 Companies)** (continued)

NAME OF COMPANY	APPLICATION	MANUAL/ MACHINE	MACHINE TYPE: HL/HP	MODEL	CAPACITY/YR	MT(2015)
MCE Marketing Sdn Bhd	Panel	Manual	-	-	-	3
Perniagaan Nam Sing Sdn Bhd	Commercial Chiller/ Refrigerator	Machine	1 HP	Cannon A100	90/min; 2002	3
MSM Equipment Manufacturer Sdn Bhd	Commercial Chiller	Machine	1 hp	Cannon Hp	40/min; 2012	3.3
Kitchentech Commercial Supply	Commercial Freezer	Manual	-	-	-	3.5
Ocean Parade Industries	Commercial Refrigerator	Machine	1 HP	GMA H100	100/min 2006	3.5
Speed Electrical & Air-Conditioning	Panel	Machine	1 HP	OMS Eco 200	200/m, 1998	3.67
Nature Panel Sdn Bhd	Panel	Manual	-	-	-	3.8
FRIGOTEC Engineering & Refrigeration Sdn Bhd	Cold Truck/ Panel	Manual	-	-	-	4
Min Soon Refrigeration Sdn Bhd	Panel	Manual	-	-	-	4
PolyUnifoam Sdn Bhd	Pre insulated Pipe	Machine	1 LP	GMA LV100	100/min; 2004	4.025
KIM Refrigeration Industries Sdn Bhd	Commercial Chiller	Machine	1 LP	SAIP SE30	30/min; 2010	4.2
Thermo Cooling Engineering Sdn Bhd	Panel	Machine	1 HP & 1LP	China & Cannon B100	50-2013; 100-2008	4.15

**Below 5 MTs (9 companies)**

NAME OF COMPANY	APPLICATION	MANUAL/ MACHINE	MACHINE TYPE: HL/HP	MODEL	CAPACITY/YR	MT(2015)
BEH Refrigeration & Electrical Works Sdn Bhd	Commercial Freezer	Machine	1 LP	Canon B100	100/min; 2004	0.25
Grandcold Refrigerator & Commercial Products Sdn Bhd	Commercial Refrigerator	Machine	1 LP	GMA LV100	100/min; 2015	0.25
Ban Lee Refrigeration Works	Commercial Freezer	Machine	1 HP	Canon A100	100/min; 2001	0.05
Edwincon Engineering & Trading Sdn Bhd	Pre insulated Pipe	Machine	1 HP	Canon A200	200/min, 2001	0.5
Syarikat Tung Kiong Trading	Panel	Manual	-	-	-	0.5
Wincool Refrigeration & Air-cond Sdn Bhd	Commercial Chiller	Machine	1 LP	Cannon A60	60/m;2005	0.44
Teck Guan Steel Sdn Bhd	Roofing	Machine	1 LP	Taiwan	6m/min; 2005	0.57
COOLDEC Industries Sdn Bhd	Roofing	Machine	1 LP	Hong Wei Tech/HW Line21/23-457	15m/min; 2001	0.55
NKR Continental Manufacturing Sdn Bhd	Commercial Chiller/ Freezer	Machine	1 LP	SAIP SE100	100/min, 2006	0.6

**ANNEX C : MALAYSIA AGREEMENT WITH MLF**

MULTILATERAL FUND  
FOR THE IMPLEMENTATION OF THE MONTREAL PROTOCOL

*Secretariat*

15 December 2016

Dear Ms. Hassan,

I refer to the Seventy-seventh meeting of the Executive Committee of the Multilateral Fund for the Implementation of the Montreal Protocol held in Montreal, Canada, from 28 November to 2 December 2016.

I am pleased to inform you that, in accordance with the Agreement made between your Government and the Executive Committee at the Seventy-fifth meeting, the Executive Committee approved funding for the fourth tranche of stage I of the HCFC phase-out management plan (HPMP) for Malaysia, and the corresponding tranche implementation plan, at a total cost of US \$141,295 to be implemented by UNDP. In approving the project the Executive Committee:

*requested your Government and UNDP to submit progress reports on a yearly basis on the implementation of the work programme associated with the final tranche of stage I of the HPMP until the completion of the project and the project completion report by the second meeting of the Executive Committee in 2018.*

I would also like to inform you that the Executive Committee approved, in principle, stage II of the HPMP for Malaysia for the period 2016 to 2022 to reduce HCFC consumption by 42.9 per cent of the baseline, at a total binding level of US \$6,138,063 to be implemented by UNDP, in accordance with the attached Agreement between your Government and the Executive Committee. In approving stage II of the HPMP the Executive Committee:

*noted the commitment of your Government:*

*to reduce HCFC consumption from the baseline by 22.4 per cent in 2019, 35.0 per cent in 2020, 40.0 per cent in 2021, and 42.9 per cent in 2022;*

*to issue a ban on the export of HCFC-141b contained in pre-blended polyols by 31 December 2018 and a ban on the import and use of HCFC-141b contained in pre-blended polyols by 1 January 2022;*

*to phase out all uses of HCFC-141b, except in the solvent sector, by 1 January 2022;*

Ms. Halimah Hassan  
Director General  
Department of Environment  
Ministry of Natural Resources and Environment  
Putrajaya  
Malaysia

1000, De La Gauchetière West, Suite 4100, Montreal Quebec, Canada H3B 4W5 Tel (514) 282-1122 Fax (514) 282-0068

*to limit consumption of HCFC-141b to 1 ODP tonne or less, for use in the solvent sector, by 1 January 2022;*

*to issue bans on the import of refrigeration and air-conditioning equipment operated with HCFCs and on the manufacturing and the new installation of refrigeration and air-conditioning equipment operating with HCFCs, by 1 January 2020; and*

*to no longer to issue licences for the import of HCFC-141, HCFC-142b, and HCFC-21; and*

*deducted 146.24 ODP tonnes of HCFCs from the remaining HCFC consumption eligible for funding.*

Furthermore, the Executive Committee approved the first tranche of stage II of the HPMP for Malaysia, and the corresponding tranche implementation plan, at a total cost of US \$3,507,938, to be implemented by UNDP.

Sincerely yours,

  
Eduardo Ganem  
Chief Officer

Enclosure

c.c.: Ms. Mashitah Darus  
Director, National Ozone Unit  
Air Division, Department of Environment  
Ministry of Natural Resources and Environment  
Putrajaya  
Malaysia

Mr. Jacques Van Engel - UNDP



**AGREEMENT BETWEEN THE GOVERNMENT OF MALAYSIA 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 Malaysia (the “Country”) and the Executive Committee with respect to the reduction of controlled use of the ozone depleting substances (ODS) set out in Appendix 1-A (“The Substances”) to a sustained level of 294.63 ODP tonnes by 1 January 2022 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, 4.6.3 and 4.7.3 (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. 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-123	C	I	1.13
HCFC-141	C	I	0.94
HCFC-141b	C	I	162.54
HCFC-142b	C	I	0.79
HCFC-21	C	I	0.74
HCFC-22	C	I	349.54
HCFC-225	C	I	0.08
Total	C	I	515.76

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

Row	Particulars	2016	2017	2018	2019	2020	2021	2022	Total
1.1	Montreal Protocol reduction schedule of Annex C, Group I substances (ODP tonnes)	464.18	464.18	464.18	464.18	335.24	335.24	335.24	n/a
1.2	Maximum allowable total consumption of Annex C, Group I substances (ODP tonnes)	438.40	438.40	438.40	400.00	335.24	309.46	294.63	n/a
2.1	Lead IA (UNDP) agreed funding (US \$)	3,507,938	0	0	2,475,225	0	154,900	0	6,138,063
2.2	Support costs for Lead IA (US \$)	245,556	0	0	173,266	0	10,843	0	429,665
3.1	Total agreed funding (US \$)	3,507,938	0	0	2,475,225	0	154,900	0	6,138,063
3.2	Total support costs (US \$)	245,556	0	0	173,266	0	10,843	0	429,665
3.3	Total agreed costs (US \$)	3,753,494	0	0	2,648,491	0	165,743	0	6,567,728
4.1.1	Total phase-out of HCFC-123 agreed to be achieved under this Agreement (ODP tonnes)								0.00
4.1.2	Phase-out of HCFC-123 to be achieved in the previous stage (ODP tonnes)								0.00
4.1.3	Remaining eligible consumption for HCFC-123 (ODP tonnes)								1.13
4.2.1	Total phase-out of HCFC-141 agreed to be achieved under this Agreement (ODP tonnes)								0.94
4.2.2	Phase-out of HCFC-141 to be achieved in the previous stage (ODP tonnes)								0.00
4.2.3	Remaining eligible consumption for HCFC-141 (ODP tonnes)								0.00
4.3.1	Total phase-out of HCFC-141b agreed to be achieved under this Agreement (ODP tonnes)								66.94
4.3.2	Phase-out of HCFC-141b to be achieved in the previous stage (ODP tonnes)								94.60
4.3.3	Remaining eligible consumption for HCFC-141b (ODP tonnes)								1.00
4.4.1	Total phase-out of HCFC-142b agreed to be achieved under this Agreement (ODP tonnes)								0.79
4.4.2	Phase-out of HCFC-142b to be achieved in the previous stage (ODP tonnes)								0.00
4.4.3	Remaining eligible consumption for HCFC-142b (ODP tonnes)								0.00
4.5.1	Total phase-out of HCFC-21 agreed to be achieved under this Agreement (ODP tonnes)								0.74
4.5.2	Phase-out of HCFC-21 to be achieved in the previous stage (ODP tonnes)								0.00
4.5.3	Remaining eligible consumption for HCFC-21 (ODP tonnes)								0.00
4.6.1	Total phase-out of HCFC-22 agreed to be achieved under this Agreement (ODP tonnes)								76.83
4.6.2	Phase-out of HCFC-22 to be achieved in the previous stage (ODP tonnes)								17.25
4.6.3	Remaining eligible consumption for HCFC-22 (ODP tonnes)								255.46
4.7.1	Total phase-out of HCFC-225 agreed to be achieved under this Agreement (ODP tonnes)								0.00
4.7.2	Phase-out of HCFC-225 to be achieved in the previous stage (ODP tonnes)								0.00
4.7.3	Remaining eligible consumption for HCFC-225 (ODP tonnes)								0.08

\*Date of completion of stage I as per stage I Agreement: 31 December 2016



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

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

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

1. The submission of the Tranche Implementation Report and Plans for each tranche request will consist of five parts:

- (a) A narrative report, with data provided by tranche, describing the progress achieved since the previous report, reflecting the situation of the Country in regard to phase out of the Substances, how the different activities contribute to it, and how they relate to each other. The report should include the amount of ODS phased out as a direct result from the implementation of activities, by substance, and the alternative technology used and the related phase-in of alternatives, to allow the Secretariat to provide to the Executive Committee information about the resulting change in climate relevant emissions. The report should further highlight successes, experiences, and challenges related to the different activities included in the Plan, reflecting any changes in the circumstances in the Country, and providing other relevant information. The report should also include information on and justification for any changes vis-à-vis the previously submitted Tranche Implementation Plan(s), such as delays, uses of the flexibility for reallocation of funds during implementation of a tranche, as provided for in paragraph 7 of this Agreement, or other changes;
- (b) An independent verification report of the Plan results and the consumption of the Substances, as per sub-paragraph 5(b) of the Agreement. If not decided otherwise by the Executive Committee, such a verification has to be provided together with each tranche request and will have to provide verification of the consumption for all relevant years as specified in sub-paragraph 5(a) of the Agreement for which a verification report has not yet been acknowledged by the Committee;
- (c) A written description of the activities to be undertaken during the period covered by the requested tranche, highlighting implementation milestones, the time of completion and the interdependence of the activities, and taking into account experiences made and progress achieved in the implementation of earlier tranches; the data in the plan will be provided by calendar year. The description should also include a reference to the overall Plan and progress achieved, as well as any possible changes to the overall Plan that are foreseen. The description should also specify and explain in detail such changes to the overall plan. This description of future activities can be submitted as a part of the same document as the narrative report under sub-paragraph (b) above;
- (d) A set of quantitative information for all Tranche Implementation Reports and Plans, submitted through an online database; and
- (e) An Executive Summary of about five paragraphs, summarizing the information of the above sub paragraphs 1(a) to 1(d).



2. In the event that in a particular year two stages of the HPMP are being implemented in parallel, the following considerations should be taken in preparing the Tranche Implementation Reports and Plans:

- (a) The Tranche Implementation Reports and Plans referred to as part of this Agreement, will exclusively refer to activities and funds covered by this Agreement; and
- (b) If the stages under implementation have different HCFC consumption targets under Appendix 2-A of each Agreement in a particular year, the lower HCFC consumption target will be used as reference for compliance with these Agreements and will be the basis for the independent verification.

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

1. The monitoring process will be managed by the Department of Environment (DOE) through the Ozone Protection Section with the assistance of the Lead IA.

2. The consumption will be monitored and determined based on official import and export data for the Substances recorded by relevant government departments.

3. DOE shall compile and report the following data and information on an annual basis on or before the relevant due dates:

- (a) Annual reports on consumption of the Substances to be submitted to the Ozone Secretariat; and
- (b) Annual reports on progress of implementation of HPMP to be submitted to the Executive Committee of the Multilateral Fund.

4. DOE and Lead IA will engage an independent and qualified entity to carry out a qualitative and quantitative performance evaluation of the HPMP implementation.

5. The evaluating entity shall prepare and submit to DOE and the Lead IA, a consolidated draft report at the end of each annual implementation plan, comprising of the findings of the evaluation and recommendation for improvements or adjustments, if any. The draft report shall include the status of the Country's compliance with provisions of this Agreement.

6. Upon incorporating the comments and explanations as may be applicable, from DOE and Lead IA, the evaluating entity shall finalize the reports and submit to DOE and Lead IA.

7. DOE shall endorse the final report and the Lead IA shall submit the same to the relevant meeting of the Executive Committee along with the annual implementation plan and reports.

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

1. The Lead IA will be responsible for a range of activities, including at least the following:

- (a) Ensuring performance and financial verification in accordance with this Agreement and with its specific internal procedures and requirements as set out in the Country's HPMP;

- (b) Assisting the Country in preparation of the 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 \$80 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 D : ACKNOWLEDGEMENT**

- **Multilateral Funds (MLF) for the Implementation of Montreal Protocol**
- **United Nations Development Programme (UNDP)**
- **National Ozone Unit (NOU)**  
**Department of Environment Malaysia**
- **Technical Consultants**  
**Mr. Peter Ho**  
**Ir Mazura Binti Mazlan**



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