



作为《京都议定书》缔约方会议的《公约》缔约方会议
第五届会议

2009年12月7日至18日，哥本哈根

临时议程项目7

与联合执行有关的问题

联合执行监督委员会提交作为《京都议定书》缔约方会议的
《公约》缔约方会议的年度报告

秘书处的说明*

第一部分

概要

联合执行监督委员会(监委会)提交作为《京都议定书》缔约方会议的《公约》缔约方会议(《议定书》/《公约》缔约方会议)的年度报告，介绍2008年9月13日至2009年10月23日(监委会第十八次会议结束之日)的活动情况。

报告建议了有待《议定书》/《公约》缔约方会议第五届会议采取的行动，还提到监委会在本报告所涉期间开展的工作，包括监委会核查程序的进一步落实、相关项目办案量的处理和联合执行认证程序的运作等方面的工作。报告还着重谈到治理、管理和资源等领域问题，特别指出需要充分和可预计的资源来确保有效开展联合执行活动。《议定书》/《公约》缔约方会议不妨根据这些资料，就联合执行工作向监委会提供进一步指导。

* 本文件迟交，是为了考虑到联合执行监督委员会第十八次会议的结果。

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一. 内容提要

1. 本报告是联合执行监督委员会(监委会)提交作为《京都议定书》缔约方会议的《公约》缔约方会议(《议定书》/《公约》缔约方会议)的年度报告,介绍了2008年9月13日至2009年10月23日监委会第十八次会议结束之日的活动情况,其间监委会举行了六次会议,并与利害关系方举行了一次圆桌协商会议。此外,秘书处还举办了一次关于联合执行工作的技术讲习班,并邀请了各方面利害关系方参加。报告不涵盖2009年10月24日至12月6日这一时期;但在对《议定书》/《公约》缔约方会议第五届会议所作的口头报告中,监委会主席 Derrick Oderson 先生将着重谈到这一时期的所有相关事项。

2. 报告建议了有待《议定书》/《公约》缔约方会议第五届会议采取的行动,还提到监委会在本报告所涉期间开展的工作,包括监委会核查程序(下称第2轨程序)的进一步落实、相关项目办案量和联合执行认证程序的运作等方面的工作。《议定书》/《公约》缔约方会议不妨根据这些资料,就联合执行问题向监委会提供进一步的指导。

3. 报告还着重谈到对监委会高效、成本有效和透明地运作至关重要的治理、管理和资源领域的问题。关于第2轨程序的状况,报告指出,已提交197份项目设计书(设计书),并在《气候公约》联合执行网站上登载,关于项目设计书的九项肯定意见被监委会视为最后意见。在《京都议定书》第一个承诺期间,项目设计书阐述的197个联合执行项目将完成大约3.2亿吨二氧化碳当量的排减量。获得肯定的九个项目将在同一时期完成1,900万吨二氧化碳当量的排减量。

4. 监委会在修订2010-2011年联合执行管理计划¹时指出,尽管同2009年相比已经削减了年度预算,但2010-2011两年期的联合执行工作几乎只能完全依靠缔约国的自愿捐款。监委会重申,迫切需要充足和可以预测的资源开展活动。监委会指出,缺少这类捐款会导致审议确定意见和认证独立实体(IE)方面一些设想的工作和计划开展的活动无法实现。

二. 导言

A. 任务

5. 《议定书》/《公约》缔约方会议通过其第10/CMP.1号决定设立了联合执行监督委员会,以便除其他外,按照执行《京都议定书》第六条的指南(下称联合执行指南)监督《京都议定书》第六条项目(下称联合执行项目)产生的排减单位的核查情况。²

¹ FCCC/KP/CMP/2009/18 (Part II)。

² 第9/CMP.1号决定,附件。

6. 联合执行指南要求监委会就其活动向《议定书》/《公约》缔约方会议各届会议提交报告,《议定书》/《公约》缔约方会议就执行《京都议定书》第六条的问题提供指南,并对监委会行使领导权。

B. 本报告的范围

7. 本报告介绍监委会自其向《议定书》/《公约》缔约方会议第四届会议提交书面报告³以来开展工作的情况。自2006年10月完成落实第2轨程序⁴以来,监委会一直在运作该程序。本报告提供监委会有关进一步改进第2轨程序运作的决定和行动方面的资料,并着重谈到《议定书》/《公约》缔约方会议第五届会议似宜考虑的问题。报告还讨论了治理问题,特别是为确保监委会高效、成本有效和透明运作而采取的措施,以及2010-2011两年期联合执行工作的资源要求。

8. 本报告涵盖2008年9月13日至2009年10月23日(报告所涉期间),不涵盖2009年10月24日至12月6日这一时期;但在对《议定书》/《公约》缔约方会议第五届会议所作的口头报告中,监委会主席将着重谈到这一时期的所有相关事项。

9. 报告着重介绍报告所涉期间完成的工作和所面临的困难,总结这一时期监委会处理的与联合执行相关的事项。关于监委会运作和职能的全部详细资料,可在《气候公约》联合执行网站上查阅,此网站是刊载监委会会议报告和委员会通过的文件⁵的中心。

C. 有待作为《京都议定书》缔约方会议的《公约》缔约方会议采取的行动

10. 审查监委会年度报告以及注意到委员会商定的所有事项后,《议定书》/《公约》缔约方会议第五届会议不妨:

- (a) 就联合执行工作特别向监委会提供进一步指导;
- (b) 注意2010-2011两年期联合执行管理计划;
- (c) 通过对监委会会议规则的修订(见附件一);
- (d) 核可监委会通过对收费结构的修订(见附件二);
- (e) 通过联合执行活动方案设计书表格(见附件三);

³ FCCC/KP/CMP/2008/3 (Part I)。

⁴ 联合执行指南第30-45段做出定义。

⁵ 也可在《气候变化公约》联合执行网站<<http://ji.unfccc.int>>上查阅有关监委会运作、职能、协议和决定的更为详细的资料。

(f) 敦促《公约》附件一所列缔约方(附件一缔约方)为补充活动信托基金捐款, 资助 2010-2011 两年期的联合执行工作, 供资额应能充分实施本两年期联合执行管理计划;

(g) 根据收到的提名, 从下列选区为监委会选出任期两年的一名成员和一名候补成员:

- (一) 正在向市场经济过渡的附件一缔约方;
- (二) 其他附件一缔约方;
- (三) 小岛屿国家联盟。

(h) 根据收到的提名, 从非《公约》附件一所列缔约方(非附件一缔约方)中为监委会选出任期两年的两名成员和两名候补成员。

11. 截至本报告之日, 监委会未能任命一名新成员替代 2009 年 9 月 30 日辞职的成员。因此, 《议定书》/《公约》缔约方会议需从正在向市场经济过渡的附件一缔约方中另选一名成员, 替代该成员完成剩余任期(见下文第 45 段)。

三. 联合执行监督委员会向作为《京都议定书》缔约方会议的《公约》缔约方会议第四届会议提交报告以来开展的工作

A. 工作概述

12. 随着第 2 轨程序在 2006 年 10 月的正式启动, 监委会的工作重点转向程序本身的运作。在过去三年中, 监委会处理了有关项目的各项申请, 并开展了独立实体认证工作, 包括通过认证小组。此外, 监委会还在必要时就第 2 轨程序和认证程序提出指导意见和作出澄清。

13. 为确保妥为传达关于监委会的决定以及决定过程的信息, 监委会成员和候补成员以及秘书处举办和/或参加了几次解释决定过程和介绍其成果的活动。监委会注意到利害关系方的利益和关注事项, 并在可行和适当情况下, 设法通过改善进程及程序加以解决。

14. 监委会在秘书处的协助下, 借鉴执行秘书的建议, 编制了一份 2010-2011 两年期联合执行管理计划。⁶ 制定这项计划为的是确保充分支持监委会及其工作, 在处理工作量和应对今后的困难时最好地利用时间和资源。

15. 总之, 监委会卓有成效地履行了自己的职能和任务。

⁶ FCCC/KP/CMP/2009/18 (Part II)。

B. 联合执行监督委员会的核查程序

16. 自第 2 轨程序启动以来，监委会主要侧重于审议项目申请。但监委会继续改善第 2 轨程序的运作，其中酌情通过与有关利害关系方的协商，并考虑到它们的需要。

1. 第 2 轨程序的运作

17. 截至 2009 年 10 月 23 日，已提交了 197 份项目设计书，并根据联合执行指南第 32 段的规定，在《气候公约》联合执行网站上予以了公布。在《京都议定书》第一个承诺期内，所有这些项目将共减少大约 3.2 亿吨二氧化碳当量的源排放量。⁷

18. 已根据联合执行指南第 34 段的规定在《气候公约》联合执行网站上公布有关项目设计书的 14 项确定意见：

(a) 根据联合执行指南第 35 段，三个东道缔约方⁸就项目设计书公布的九项确定意见被视为最后意见。在《京都议定书》第一个承诺期间，这些项目会减少大约 1900 万吨二氧化碳当量的源排放量；⁹

(b) 监委会驳回一项确定意见。

(c) 有三项确定意见有待审查，一项正在审查。

19. 可在《气候公约》联合执行网站“联合执行项目”标题下查阅上文第 18 段提到的有关确定意见的详细资料。

2. 第 2 轨程序的进一步落实

20. 在本报告所涉期间，监委会还审议了加强第 2 轨程序的效率和顺利运作的途径，具体如下：¹⁰

(a) 在第十三次会议上，监委会通过了：

(一) 联合执行术语表(第 1 版)；

(二) 联合执行监督委员会核查程序下撤回提交材料的程序(第 1 版)；

(三) 联合执行监督委员会核查程序下提出澄清请求的程序(第 1 版)；

⁷ 这一数字依据独立实体确定的项目设计书所载指标。

⁸ 保加利亚、立陶宛和乌克兰。

⁹ 这一数字依据独立实体确定的项目设计书所载指标。

¹⁰ 见 http://ji.unfccc.int/Sup_Committee/Meetings/index.html。

(四) 关于联合执行监督委员会核查程序下重叠监测期间的澄清(第 1 版);

(b) 在同一次会议上, 监委会商定了对现有四份文件的修订, 并通过了:

(一) 关于联合执行监督委员会核查程序下文件公布程序的澄清(第 3 版);

(二) 联合执行项目设计书表格用户指南(第 3 版);

(三) 小规模项目联合执行项目设计书表格和提交捆绑式小规模联合执行项目表格用户指南(第 3 版);

(四) 土地利用、土地利用的变化和林业项目的联合执行项目设计书表格用户指南(第 3 版);¹¹

(c) 在第十五次会议上, 监委会商定了确定与核查手册的范围, 并审议了监委会核查程序下的活动方案程序第一稿。在第十六、十七和十八次会议期间, 监委会在拟订确定与核查手册和活动方案程序方面取得了进展。监委会征求了公众对这些事项的意见, 并举行了两次利害关系方协商会议, 一次是在 2009 年 6 月的圆桌协商会议期间, 另一次是在 2009 年 9 月 8 日至 9 日于乌克兰基辅举行的《气候公约》联合执行问题技术讲习班期间;

(d) 在同一次会议上, 监委会商定了对两份现有文件的修订, 并通过了:

(一) 公众与联合执行监督委员会之间的交流程序(第 2 版);

(二) 联合执行监督委员会核查程序下撤销提交材料的程序(第 2 版);

(e) 在第十八次会议上, 监委会商定了活动方案程序, 并通过了:

(一) 联合执行监督委员会核查程序下的活动方案程序(第 1 版);

(二) 作为本报告附件三提交供《议定书》/《公约》缔约方会议通过的联合执行活动方案设计书表格;

(三) 联合执行活动方案设计书表格用户指南(第 1 版);

(四) 联合执行术语表(第 2 版);

(f) 在编写确定与核查手册期间, 监委会和利害关系方都确定需要进一步修订或澄清监委会通过的现有文件。监委会在第十七次会议上确定了这方面的优先领域, 并在第十八次会议上开始审议对一些现有文件的修订。在这种情况下, 监委会第十八次会议商定了对五份现有文件的修订, 并通过了:

(一) 关于基准确定和监测标准的指导意见(第 2 版);

(二) 关于小规模联合执行项目的规定(第 3 版);

¹¹ 通过第 20(b)(二)至(四)段中提到的文件, 是为了确保与监委会现有文件和同一次会议上通过的联合执行术语表相一致。

- (三) 联合执行项目设计书表格用户指南(第 4 版);
- (四) 小规模项目联合执行项目设计书表格和提交捆绑式小规模联合执行项目表格用户指南(第 4 版);
- (五) 土地利用、土地利用的变化和林业项目联合执行项目设计书表格用户指南(第 4 版)。

C. 独立实体的认证

21. 在本报告所涉期间，联合执行认证小组举行了七次会议。自 2006 年 10 月 26 日宣布联合执行认证程序将于 2006 年 11 月 15 日启动以来，收到了独立实体提交的 15 份认证申请。提交这些申请的实体也在清洁发展机制之下申请了认证；根据第 10/CMP.1 号决定第 3 段以及监委会对指定经营实体临时作为经认证的独立实体的条件作出的澄清，其中 13 个实体可临时作为联合执行下经认证的独立实体，至少在一个部门范围担负至少一项职能(对有关项目设计书或源排放量减少或汇清除量增加提出确定意见)，直至监委会就这些实体作出最终认证决定。¹²

22. 联合执行认证小组为所有 15 份认证申请设立了联合执行评估小组(JI-AT)，由为此建立的专家名册上选出的专家组成。目前名册上有五次公开征招选出的 41 位专家，其中两次征召是在本报告所涉期间进行的。根据联合执行评估小组的评估工作，联合执行认证小组在本报告所涉期间向六个申请独立实体发出了“指示性信函”(标明成功完成书面材料审评和现场评估的信函)，这样在本报告期末共向 14 个申请独立实体发出了“指示性信函”。

23. 根据联合执行认证小组的建议，监委会分别在第十四、十五和十六次会议上认证了下列三个独立实体：

- (a) TÜV SÜD Industrie Service GmbH;
- (b) SGS United Kingdom Ltd;
- (c) Bureau Veritas Certification Holding SAS。

24. 在第十三次会议上，监委会根据联合执行认证小组的建议通过了：

(a) “联合执行监督委员会认证独立实体的程序(第 4 版)”，除其他外将认证期限从三年改为五年，并修改了证明活动的时间安排，使得能够在成功完成单独的一次证明活动后，对申请的所有部门范围加以认证，但须随后通过成功完成对每组未经证明部门的事后证明活动确认认证结果；

- (b) 部门范围清单(第 2 版);

¹² <http://ji.unfccc.int/Ref/Guida.html>。

(c) 关于临时作为经认证独立实体的指定经营实体确定证明机会的澄清(第 2 版);

25. 在第十四次会议上, 监委会一致同意分别任命 Fatou Gaye 先生和 Oleg Pluzhnikov 先生为联合执行认证小组主席和副主席。

26. 在同一次会议上, 监委会根据联合执行认证小组的建议, 商定了对现有两份澄清的修订, 并通过了:

(a) 关于联合执行认证程序下证明活动范围和步骤的澄清(第 3 版);

(b) 关于经认证的独立实体认证前提责任的澄清(第 2 版)。

27. 在联合执行认证小组成员 Massamba Thioye 先生于 2009 年 3 月 31 日辞职之后, 根据随后征召专家的结果, 监委会第十五次会议选定 Dmytro Paderno 先生为联合执行认证小组新成员。Paderno 先生于 2009 年 4 月 27 日就职, 从第十七次会议开始参加联合执行认证小组的会议。

28. 在第十五次会议上, 监委会根据联合执行认证小组的建议, 通过了“申请独立实体或经认证的独立实体向联合执行评估小组缴费的指示性费率(第 3 版)”, 意在考虑到联合执行评估小组成员在完成现场评估或证明活动后被要求履行额外任务的情况。

29. 在第十七次会议上, 监委会选定以下三位专家为联合执行认证小组成员, 从第二十次会议起任期两年, 取代任期在第二十次会议前一天结束的现任三位成员: Pierre Boileau 先生、Anastasia Moskelenko 女士和 Takashi Otsubo 先生。

30. 在第十七次会议上, 监委会根据联合执行认证小组的建议, 通过了“联合执行监督委员会认证独立实体的程序(第 5 版)”, 列入/修改了旨在加强对经认证独立实体业绩的监测和简化某些评估步骤的规定。

31. 监委会注意到联合执行认证小组一直在考虑进一步改善联合执行认证程序的措施, 这些措施除其他外包括:

(a) 拟订联合执行认证标准/要求;

(b) 对联合执行认证小组专家进行管理, 包括为名册上的专家开发网上培训课程。

32. 监委会对联合执行认证小组在本报告期间的有效工作及其在联合执行认证程序方面取得的进展表示赞赏。

四. 治理事项

A. 收费规定

1. 任务和背景

33. 《议定书》/《公约》缔约方会议第 10/CMP.1 号决定请监委会制定收费规定，用以支付与监委会活动有关的行政开支。监委会制定了收费规定，并随后向《议定书》/《公约》缔约方会议第二届会议作了报告。《议定书》/《公约》缔约方会议第 3/CMP.2 号决定核可了监委会拟订的收费结构，并请监委会每年就秘书处的监委会活动行政开支收入向《议定书》/《公约》缔约方会议报告，以便对这些安排作必要的审查。

34. 监委会第八次会议修订了收费结构，纳入了对小规模联合执行项目的优惠待遇，并提交给《议定书》/《公约》缔约方会议第三届会议核可。《议定书》/《公约》缔约方会议在第 3/CMP.3 号决定中核可了监委会提议的订正收费结构。在这份决定中，《议定书》/《公约》缔约方会议注意到 2008-2009 两年期将积累用于支付与监委会活动有关的行政开支的收费收入，这笔收入最早要到 2010 年才可用于支付行政开支。

2. 采取的行动

35. 监委会在向《议定书》/《公约》缔约方会议报告收入情况时(见第五章)，想要提请《议定书》/《公约》缔约方会议注意迄今积累的收费所得有限。因此，从 2010 年起，收费所得收入将不足以完全支付有关费用。

36. 监委会在第十七和十八次会议上，审议了可能对《议定书》/《公约》缔约方会议第 3/CMP.3 号决定核可的收费结构作出的修订，其中将考虑制定活动方案程序，并确保收取足够的费用。根据审议结果，监委会通过了附件二所载的“关于收取费用以支付与联合执行监督委员会活动有关的行政开支的规定草案(第 3 版)”，并商定提交《议定书》/《公约》缔约方会议第五届会议核可，核可后该规定即行生效。

37. 在本报告所涉期间的各次会议上，监委会注意到迄今为止秘书处从与监委会活动有关的行政开支收费所得的收入状况。到本报告期末，处理核查报告的收费所得为 120 万美元(包括提交确定意见报告时缴纳的预付款)。本报告期内没有收到认证申请费，因为这期间没有提出新的认证申请。

B. 与其他机构和利害关系方的合作

1. 任务和背景

38. 《议定书》/《公约》缔约方会议第 10/CMP.1 号决定鼓励监委会与以下机构合作：

- (a) 清洁发展机制执行理事会；
- (b) 《京都议定书》履约委员会，特别是在联合执行指南第 27 段所述缔约方名单方面；
- (c) 根据《京都议定书》第六条指定的联络点(DFP)；
- (d) 联合执行指南第 18 段所述监委会会议观察员，在这方面定期举行问答会议。

2. 采取的行动

39. 在各次会议上，监委会考虑到《议定书》/《公约》缔约方会议第 10/CMP.1 号决定的要求(见上文第 38 段)，讨论了与其他机构的合作问题，商定除经常互动外(见下文第 41-43 段)，将在必要时开展协作。关于与清洁发展机制执行理事会协作的问题，继续视需要通过监委会认证小组和清洁发展机制执行理事会在认证方面进行交流。

40. 关于上文第 38(c)段所指任务，监委会注意到指定联络点和缔约方迄今为止根据联合执行指南第 20 段提交的关于核准联合执行项目的国家指南和程序方面的资料，并鼓励尚未提交资料的缔约方提交这些资料。为了确保互动和协作机会，邀请指定联络点参加了上文第 20(c)段所述的联合执行问题技术讲习班。虽然参与有限，但该讲习班使得监委会与指定联络点和其他联合执行利害关系方进行了一些互动。监委会同意恢复在指定联络点期望核准联合执行项目方面对其进行的调查，并将考虑让指定联络点在 2010-2011 两年期参与进来的其他方法，包括举办特别针对指定联络点的活动。

41. 监委会根据第十次会议的决定，¹³ 继续与提出申请和经认证的独立实体进行经常性互动，鼓励它们提供书面意见，并请指定经营实体/经认证的独立实体协调论坛主席参加监委会的各次会议，以促进互动。根据这项决定，秘书处也继续向该论坛的活动提供支持。

42. 监委会自第十六次会议以来，一直在讨论是否有可能建立与项目参与方之间的联系渠道(例如为监委会会议提供经常性投入)。在这种情况下，监委会邀请联

¹³ 监委会在第十次会议上，决定确认指定经营实体/经认证的独立实体协调论坛为监委会和申请独立实体以及经认证的独立实体之间的联系渠道。

合执行行动小组和项目开发人员论坛出席了监委会的近期会议，以便使其能够在临时的基础上与监委会互动，并表达它们与监委会合作的兴趣。

43. 关于上文第 38(d)段所指任务，监委会继续在每次会议上与注册观察员举行问答会，并在网上播放这些会议。¹⁴

C. 成员问题

44. 《议定书》/《公约》缔约方会议根据第 9/CMP.1 号决定设立了监委会，并随后根据联合执行指南第 4、第 5、第 6 和第 8 段选出了监委会成员和候补成员。在第三和第四届会议上，《议定书》/《公约》缔约方会议选出了新的成员和候补成员，以替代任期即将结束的成员和候补成员(见表 1)。在第十四次会议上，监委会以协商一致方式从非附件一缔约方中选举 Derrick Oderson 先生为主席，从附件一缔约方中选举 Vlad Trusca 先生为副主席。主席和副主席的任期将在监委会 2010 年第一次会议前夕结束。

45. 在本报告所涉期间，Trusca 先生于 2009 年 9 月 30 日辞职。监委会决定根据议事规则第 8 条的规定请有关缔约方提名一位新成员。截至 2009 年 10 月 23 日，相关缔约方尚未提名替代成员；在没有提名的情况下，《议定书》/《公约》缔约方会议不妨结合成员和候补成员的正常选举，在第五届会议上选出一名替代成员。

46. 在宣布 Trusca 先生辞去监委会成员的职务后，监委会第十七次会议从附件一缔约方中选出 Benoît Leguet 先生担任副主席一职，自 2009 年 10 月 1 日起，续完剩余的任期。

47. 在第十七次会议上，监委会商定建议《议定书》/《公约》缔约方会议通过监委会会议事规则修订本(本报告附件一)。作出这些修订是为了澄清监委会候补成员任期方面规则的适用问题。

¹⁴ http://ji.unfccc.int/Sup_Committee/Meetings。

表 1

作为《京都议定书》缔约方会议的《公约》缔约方会议第四届会议选举的联合执行监督委员会成员和候补成员

成 员	候补成员	提名方
Olle Björk 先生 ^a	Franzjosef Schafhausen 先生 ^a	其他附件一缔约方
Hiroki Kudo 先生 ^b	Anton Beck 先生 ^b	其他附件一缔约方
Benoît Leguet 先生 ^b (副主席)	Evgeny Sokolov 先生 ^b	其他附件一缔约方
Muhammed Quamrul Chowdury 先生 ^a	Maosheng Duan 先生 ^a	非附件一缔约方
Carlos Fuller 先生 ^a	Javier Andrés Hubenthal 先生 ^a	非附件一缔约方
Fatou Gaye 女士 ^b	Benjamin Longo Mbenza 先生 ^b	非附件一缔约方
Derrick Oderson 先生 ^a (主席)	Ngedikes Olai Uludong-Polloi 女士 ^a	小岛屿国家联盟
Oleg Pluzhnikov 先生 ^a	Agnieszka Gałan 女士 ^a	经济转型的附件一缔约方
Georgiy Geletukha 女士 ^b	Yoncho Georgiev Pelovski 先生 ^b	经济转型的附件一缔约方
Vlad Trusca 先生 ^{b,c}	Irina Voitekhovitch 先生 ^b	经济转型的附件一缔约方

^a 任期：两年，至2010年联合执行监督委员会(监委会)第一次会议前夕结束。

^b 任期：两年，至2011年监委会第一次会议前夕结束。

^c 2009年9月30日辞职。

D. 2009 年会议日历

48. 监委会在第十三次会议上通过了 2009 年暂订会议日历，并在随后的会议上根据需要作出了修订(见表 2)。尽管监委会考虑到可能只举行五次次会议，但还是决定安排六次会议，以便能够尽一切努力到 2009 年底完成有关确定与核查手册及活动方案程序的工作。

表 2

联合执行监督委员会 2009 年会议

会 议	日 期	地 点
第十四次会议	2 月 17 日至 18 日	《气候公约》总部，德国波恩
第十五次会议	4 月 21 日至 22 日	《气候公约》总部，德国波恩
第十六次会议	6 月 17 日至 18 日	《气候公约》总部，德国波恩(与附属机构的会议同期举行)
第十七次会议	9 月 10 日至 11 日	乌克兰基辅
第十八次会议	10 月 22 日至 23 日	《气候公约》总部，德国波恩
第十九次会议	12 月 3 日至 4 日	丹麦哥本哈根(与作为《京都议定书》缔约方会议的《公约》缔约方会议第五届会议和附属机构的会议同期举行)

49. 监委会附加说明的会议议程，以及说明议程项目的文件和载有监委会所达成的所有协议的报告，可在《气候公约》联合执行网站上查阅。

50. 为了确保有效安排和管理有关工作，在本报告所涉期间，在监委会会议之前总是举行一天的非正式磋商。

51. 监委会对乌克兰政府主动提出主办监委会第十七次会议和《气候公约》联合执行问题技术讲习班表示赞赏。监委会特别注意到在积极参与执行活动的国家举办会议和活动的重要性。

E. 透明、交流与信息

52. 监委会会议事规则第 21 条要求监委会的工作要透明，但也要服从保护机密信息的需要。这包括及时公开提供文件以及各种渠道，所有缔约方和《气候公约》所有经认证的观察员和利害关系方都能通过这些渠道提出意见供监委会考虑。¹⁵ 监委会会议事规则第 20 条要求通过互联网公布文件。¹⁶ 此外，联合执行指南(特别是第 16 段)还要求公布监委会的决定。

53. 《气候公约》联合执行网站是满足这些要求的主要手段。网站载有监委会会议报告、监委会就所有问题通过的文件以及关于监委会的运作和职能、联合执行认证小组、经认证的独立实体和秘书处的文件。网站还作为所有联合执行项目的一个数据库，包括第 1 轨项目和提交第 2 轨程序的项目。¹⁷ 网站提供有关指定联络点的信息(如联系人)，并登载缔约方关于核准联合执行项目的国家指南和程序。此外，网站还载有与联合执行问题相关的大量背景资料(从《议定书》/《公约》缔约方会议决定到有关规定概要)。它还酌情提供界面，供公众对监委会认为必要的各专题提供意见，供专家申请参加辅助机构(如联合执行认证小组)。与网站相连接的是联合执行新闻设施，通过电子邮件向 1,600 多个注册用户发送有关联合执行的最新信息。¹⁸

54. 秘书处还设有两个外联网，一个是为监委会，另一个是为联合执行认证小组，并设有 60 多个清单服务器，推动监委会、联合执行认证小组、联合执行评估小组和秘书处高效、成本有效和透明地交流信息。这些电子设施是第 2 轨程序顺利和成本有效地运作所必不可少的。将来还可增加外联网，改善联络和专家名册界面以及通信中心，促进有关第 2 轨程序和监委会认证程序的交流。

¹⁵ 监委会第一次会议商定，秘书处收到寄给监委会或其成员和候补成员的来文，都将在监委会的外联网上公布。所有这些来文都会收到一份标准回执。在此基础上，监委会第七次会议商定了公众与监委会交流的程序。第十五次会议对这些程序作了修订。

¹⁶ 文件包括议程、工作方案草案和议程提案说明。

¹⁷ 第 1 轨项目是根据联合执行指南第 23 段实施的联合执行项目。

¹⁸ 截至 2009 年 10 月 23 日。

55. 根据联合执行指南第 18 段和监委会会议事规则第 22 条，所有缔约方和《气候公约》经认证的观察员和利害关系方，除监委会另有决定外，只要在会前两个星期登记，都可作为观察员出席监委会会议。监委会每次会议都留出足够的时间与观察员互动。此外，监委会还举行了一些问答会，作为《议定书》/《公约》缔约方会议第四届会议和附属履行机构及附属科学技术咨询机构第三十届会议的辅助活动，这些活动向届会所有与会者开放。¹⁹

56. 为进一步提高工作的透明度，监委会尽可能在网上播放监委会会议和问答会。²⁰

57. 此外，还举行了上文第 20(c)段所述的第六次联合执行问题技术讲习班。²¹讲习班由秘书处主办，参加者有监委会成员和候补成员，还有 200 多个参与联合执行工作的利害关系方，包括指定联络点、独立实体、非政府组织和政府间组织、项目参与方、项目开发人员和顾问。讲习班参加者交流了经验，交换了有关联合执行和监委会工作进展情况的意见和信息，就具体专题，特别是监委会正在拟订的确定与核查手册以及活动方案程序发表了看法。监委会还有机会在 2009 年 6 月举行的圆桌协商会议上征集了利害关系方对拟订确定与核查手册及活动方案程序的意见。

58. 监委会还在本报告所涉期内几次征求公众对各种问题的意见。

59. 监委会注意到在与参加联合执行进程的各利害关系方的互动中提出的关切事项和建议，并竭力在执行工作方案中予以了适当考虑。此外，还就是否需要澄清联合执行在《京都议定书》第一个承诺期后的作用，以及是否需要继续探讨加强执行监委会核查程序的方法提出了关切。

F. 秘书处的作用

60. 《气候公约》秘书处根据联合执行指南第 19 段和监委会会议事规则第 28 条为监委会提供服务。

61. 秘书处在本报告所涉期间向六次监委会会议和七次联合执行认证小组会议提供了行政、后勤和实质性支助。它还管理程序中的工作流量(项目周期和认证)，开发和维护联合执行信息系统及万维网界面，协助征求专家和公众意见，并对外部查询作出答复。

62. 秘书处维护并进一步开发联合执行信息系统，支持与第 2 轨程序相关的工作流量和与国际交易日志相关的必要界面，确保与国际交易日志及时而准确地交流与联合执行项目有关的信息。

¹⁹ <http://ji.unfccc.int/Workshop>。

²⁰ http://ji.unfccc.int/Sup_Committee/Meetings 和 <http://ji.unfccc.int/Workshop>。

²¹ 报告可在 <http://ji.unfccc.int/Workshop> 上查阅。

63. 为了确定所有联合执行项目的全面情况,《议定书》/《公约》缔约方会议第 3/CMP.3 号决定除其他外请秘书处开发一个网基界面,供已根据联合执行指南第 20 段提供资料并作为联合执行项目东道国的缔约方指定联络点使用,以便:

- (a) 透明地获取根据联合执行指南第 28 段登载的项目资料;
- (b) 向国际交易日志提供有关按照联合执行指南第 23 段建立联合执行项目(亦称联合执行第 1 轨项目)的资料;
- (c) 接受联合执行信息系统发布的联合执行项目的项目标识,从而确保其独特性,并为国际交易日志所采用。

64. 根据这项要求,秘书处继续维护并视需要修改了《气候公约》联合执行网站界面,确保指定联络点能够访问该界面。界面提供所有联合执行项目(第 1 轨和第 2 轨程序)的概况。²²

65. 2008-2009 两年期期间,支助监委会的秘书处工作人员人数逐渐增加到能够向程序及时提供充分支持的水平。虽然在联合项目取得进展之前,目前尚不考虑进一步增加人员,但随着进程的发展或办案量的增加,秘书处也许需要更多的工作人员。为了充分保证长期及时、高质量地支持监委会和联合执行认证小组,特别是在项目周期和认证下的案件处理方面,必须随着程序方面的工作进展,仔细审查所需资源,正如 2010-2011 年联合执行管理计划所反映的那样。²³

66. 秘书处筹集资金支持联合执行工作,管理缔约方捐款,并就资源状况定期向监委会提交报告(见下文第五章)。

五. 资源

A. 2010-2011 年联合执行管理计划

67. 《议定书》/《公约》缔约方会议第 3/CMP.2 号、第 3/CMP.3 号和第 5/CMP.4 号决定请监委会对联合执行管理计划进行经常审查,并做必要调整,以继续确保监委会高效、成本有效和透明地运作。

68. 监委会第十八次会议审议了秘书处提交的 2010-2011 年联合执行管理计划概要,请秘书处与监委会主席协商后最终确定该计划,并连同本报告提交给《议定书》/《公约》缔约方会议。因此,秘书处最终确定了 FCCC/KP/CMP/2009/18 (Part II)号文件中所载的管理计划。该计划考虑到项目周期办案量和独立实体持续认证工作流量的可能增加,以及即将开展活动范围的不确定性。尽量控制与监委会活动有关的费用,同时确保工作效率。因此,可从 2010-2011 年管理计划中看出 2009 年到 2010-2011 年费用的逐年减少。

²² http://ji.unfccc.int/JI_Projects/ProjectInfo.html。

²³ FCCC/KP/CMP/2009/18(Part II)。

69. 监委会注意到根据第 3/CMP.2 号决定制定适当管理指标的需要。去年已经完成了一些初步指标，在审查完这些指标方面的经验之后，监委会将在秘书处协助下，完善各项指标并向《议定书》/《公约》缔约方会议报告。

B. 联合执行工作的资源

70. 在本报告所涉期间，监委会根据秘书处的报告监测并审查了联合执行工作的资源状况。秘书处拟订并保持了关于主要活动领域的资料和资源要求，这些领域包括：监委会的会议和活动；项目周期有关活动，包括处理所提交的项目设计书、确定意见、监测报告及核查；与独立实体认证有关的活动，包括联合执行认证小组的会议；以及技术讲习班和利害关系方协商会议。该资料用于筹措资金，并已被列入联合执行管理计划。关于资源状况的更新资料也列入了联合执行管理计划。

71. 本文件附件四载有缔约方支持 2008-2009 年联合执行工作的捐款情况摘要。本两年期的捐款为 170 万美元。监委会特此就所收到的捐款表示感谢。

72. 《议定书》/《公约》缔约方会议在第 9/CMP.1 号决定中决定，在监委会职能方面，联合执行指南所载程序引起的行政费用由附件一缔约方和项目参与方根据《议定书》/《公约》缔约方会议第一届会议的一项决定所作的规定承担。在这方面，《议定书》/《公约》缔约方会议第 10/CMP.1 号决定请监委会拟订收费规定；监委会拟订了收费规定，并随后向《议定书》/《公约》缔约方第二届会议作了报告。在第八次会议上，监委会商定建议修订收费结构，并得到了《议定书》/《公约》缔约方第三届会议的核可。在第十八次会议上，监委会商定建议《议定书》/《公约》缔约方会议进一步修订收费结构，供《议定书》/《公约》缔约方第五届会议核可(见上文第 33 至 34 段和第 36 段)。

73. 截至本报告期末，根据 2008-2009 年联合执行管理计划所载的预算，2008-2009 两年期剩余时间的资金缺口为 100 万美元。还应当指出，即使有上文第 33 至 34 段所述的商定收费规定，但本报告期末处理核查报告的全部收入为 120 万美元，远远不够从 2010 年起利用这一来源为监委会的工作供资。因此，如 2010-2011 年联合执行管理计划所述，由于 2010 年以后没有《气候公约》核心预算资金，而且处理核查报告的收入将被用于建立 2012 年储备金，因此执行《京都议定书》第六条的行政费用几乎只能完全由附件一缔约方 2010-2011 年的自愿捐款支付。根据下一个两年期期间的发展情况，也许能达到经费自足的目标。

74. 鉴于这种情况，监委会建议《议定书》/《公约》缔约方会议继续鼓励附件一缔约方以可预见和可持续的方式向补充活动信托基金捐款，确保开展设想的一切必要活动，支持执行《京都议定书》第六条。没有这类捐款，就可能导致监委会在审议确定意见和核查以及认证独立实体方面，无法开展所设想的工作和计划的活动。

六. 决定摘要

75. 根据联合执行指南第 16 段，以联合国所有六种正式语文公布监委会各项决定，并将决定列入监委会提交《议定书》/《公约》缔约方会议的年度报告，或者在报告中参照引用(标明其在《气候公约》联合执行网站上的位置)。

Annex I

[ENGLISH ONLY]

**Draft rules of procedure of the Joint Implementation
Supervisory Committee****Version 02***Revision history of the document*

Document version	Recommendation	Adoption	Revision
Version 01	JISC 1	Decision 2/CMP.2	Initial adoption of the document developed on the basis of decision 9/CMP.1 and as elaborated by the JISC
Version 02	JISC 17		Revision to clarify the length of terms of alternate members to the JISC

I. Scope

Rule 1

These rules of procedures shall apply to all activities of the Joint Implementation Supervisory Committee undertaken in accordance with decisions 16/CP.7¹ and 9/CMP.1², and the annexes thereto on guidelines for the implementation of Article 6 of the Kyoto Protocol as well as any other relevant decisions.

Definitions

Rule 2

For the purpose of these rules:

1. “Joint Implementation guidelines” means guidelines for the implementation of Article 6 of the Kyoto Protocol contained in the annexes to decisions 16/CP.7 and 9/CMP.1;
2. “UNFCCC” means the United Nations Framework Convention on Climate Change;
3. “COP/MOP” means the Conference of the Parties serving as the meeting of the Parties to the Kyoto Protocol;
4. “JI” means the mechanism referred to in Article 6 of the Kyoto Protocol;
5. “Joint Implementation Supervisory Committee” is the committee established by decision 10/CMP.1³ and the name given by that decision to the Article 6 Supervisory Committee as defined in the Joint Implementation guidelines adopted by decision 9/CMP.1. Throughout these Rules, “{Joint Implementation} Supervisory Committee” has replaced “Article 6 Supervisory Committee” when the Joint Implementation guidelines are cited;
6. “Chair” and “Vice-Chair” mean the members of the Committee elected as Chair and Vice-Chair by the Committee;
7. “Member” means member of the Committee;
8. “Alternate member” means alternate member of the Committee;

¹ FCCC/CP/2001/13/Add.2.

² FCCC/KP/CMP/2005/8/Add.2.

³ FCCC/KP/CMP/2005/8/Add.2.

9. “Secretariat” means the secretariat referred to in Article 14 of the Kyoto Protocol and paragraph 19 of the Joint Implementation guidelines;

Paragraph 1 (e) of the Joint Implementation guidelines:

10. “Stakeholders” means the public, including individuals, groups or communities affected, or likely to be affected, by the project;

11. For the purpose of rules 21 and 22, Parties to the Convention that are not Parties to the Kyoto Protocol may exercise the same rights as all other observers.

III. Members and alternate members

B. Nomination, election and re-election

Rule 3

Paragraph 4 of the Joint Implementation guidelines:

The {Joint Implementation} Supervisory Committee shall comprise 10 members from Parties to the Kyoto Protocol, as follows:

(a) Three members from Parties included in Annex I that are undergoing the process of transition to a market economy;

(b) Three members from Parties included in Annex I not referred to in subparagraph (a);

(c) Three members from Parties not included in Annex I;

(d) One member from the small island developing States.

Rule 4

Paragraph 5 of the Joint Implementation guidelines:

1. Members, including alternate members, of the {Joint Implementation} Supervisory Committee shall be nominated by the relevant constituencies referred to in paragraph 4 {of the Joint Implementation guidelines} and be elected by the COP/MOP. The COP/MOP shall elect to the {Joint Implementation} Supervisory Committee five members and five alternate members for a term of two years and five members and five alternate members for a term of three years. Thereafter, the COP/MOP shall elect, every year, five new members and five alternate members for a term of two years. Appointment pursuant to paragraph 12 {of the Joint Implementation guidelines} shall count as one term. The members and alternate members shall remain in office until their successors are elected.

Paragraph 6 of the Joint Implementation guidelines:

2. Members of the {Joint Implementation} Supervisory Committee may be eligible to serve a maximum of two consecutive terms. Terms as alternate members do not count.

Paragraph 10 (a) and (d) of the Joint Implementation guidelines:

3. Members, including alternate members, of the {Joint Implementation} Supervisory Committee shall:

(a) Serve in their personal capacities and shall have recognized competence relating to climate change issues and in relevant technical and policy fields;

...

(b) Be bound by the rules of procedure of the {Joint Implementation} Supervisory Committee.

4. Alternate members of the Joint Implementation Supervisory Committee may be eligible to serve a maximum of two consecutive terms. If an alternate member is subsequently elected as a member, his or her term(s) as an alternate member does not count towards his/her term as member.

5. The term of service of a member, or an alternate member, shall start at the first meeting of the Committee in the calendar year following his/her election and shall end immediately before the first meeting of the Committee in the calendar year in which the term ends.

Rule 5

Paragraph 8 of the Joint Implementation guidelines:

1. The COP/MOP shall elect an alternate member for each member of the {Joint Implementation} Supervisory Committee based on the criteria in paragraphs 4, 5 and 6 {of the Joint Implementation guidelines}. The nomination by a constituency of a candidate member shall be accompanied by a nomination of a candidate alternate member from the same constituency.

2. Any reference in these rules to a member shall be deemed to include his/her alternate when such alternate acts for the member.

3. In the absence of a member from a meeting of the Committee, his/her alternate shall serve as the member for that meeting.

Rule 6

Paragraph 10 (a) of the Joint Implementation guidelines:

1. The cost of participation of members and of alternate members from developing country Parties and other Parties eligible under UNFCCC practice shall be covered by the budget for the {Joint Implementation} Supervisory Committee.
2. Funding for participation shall be provided in accordance with the financial regulations of the United Nations and the financial procedures of the UNFCCC.

C. Suspension, termination and resignation**Rule 7**

Paragraph 11 of the Joint Implementation guidelines:

1. The {Joint Implementation} Supervisory Committee may suspend and recommend to the COP/MOP the termination of the membership of a particular member, including an alternate member, for cause including, inter alia, breach of the conflict of interest provisions, breach of the confidentiality provisions, or failure to attend two consecutive meetings of the {Joint Implementation} Supervisory Committee without proper justification.
2. Any motion calling for the suspension of, and recommendation to the COP/MOP to terminate the membership of, a member, or an alternate member, shall immediately be put to the vote in accordance with the voting rules in chapter V below. When the motion concerns the suspension of, and recommendation to the COP/MOP to terminate the membership of, the Chair, the Vice-Chair shall act as the Chair until the voting has been conducted and its result announced.
3. The Committee shall suspend and recommend termination of the membership of a member, or an alternate member, only after the member, or the alternate member, has been afforded the opportunity of a hearing by the Committee in a meeting.

Rule 8

Paragraph 12 of the Joint Implementation guidelines:

1. If a member, or an alternate member, of the {Joint Implementation} Supervisory Committee resigns or is otherwise unable to complete the assigned term of office or to perform the functions of that office, the {Joint Implementation} Supervisory Committee may decide, bearing in mind the proximity of the next session of the COP/MOP, to appoint another member, or an alternate member, from the same constituency to replace the said member for the remainder of that member's mandate. In such a case, the {Joint Implementation} Supervisory Committee shall take into account any views expressed by the group that had nominated the member.

2. The Committee shall request the relevant constituency to nominate the new member, or the new alternate member, to be appointed in accordance with paragraph 1 of this rule.

D. Conflict of interest and confidentiality

Rule 9

Paragraph 10 (b) of the Joint Implementation guidelines:

1. {Members, including alternate members, of the Joint Implementation Supervisory Committee shall} {h}ave no pecuniary or financial interest in any aspect of an Article 6 project.

2. Members, including alternate members, of the Committee shall have no pecuniary or financial interest in any accredited independent entity, or any designated operational entity acting provisionally as an accredited independent entity.

Rule 10

Paragraph 10 (e) of the Joint Implementation guidelines:

1. {Members, including alternate members, of the Joint Implementation Supervisory Committee shall} {t}ake a written oath of service witnessed by the Executive Secretary of the UNFCCC or his/her authorized representative before assuming his or her duties.

2. The written oath of service shall read as follows:

"I solemnly declare that I will perform my duties as a member/alternate member of the Joint Implementation Supervisory Committee honourably, faithfully, impartially and conscientiously.

“I further solemnly declare and promise that I now do not have and shall not have any financial interest in any aspect of joint implementation, including accreditation of independent entities. I will not disclose, even after the termination of my functions, any confidential or proprietary information which is transferred to the Joint Implementation Supervisory Committee in accordance with the guidelines for the implementation of Article 6 of the Kyoto Protocol, or any other confidential information coming to my knowledge by reason of my duties for the Joint Implementation Supervisory Committee.

“I will disclose to the Executive Secretary of the United Nations Framework Convention on Climate Change and to the Joint Implementation Supervisory Committee any direct and indirect interest whatsoever that I or my immediate family have in any matter under discussion by the Joint Implementation Supervisory Committee which may constitute a conflict of interest or which may be incompatible with the requirements of integrity and impartiality expected of a member/alternate member of the Joint Implementation Supervisory Committee and I will refrain from participating in the work of the Joint Implementation Supervisory Committee in relation to any such matter.

“I further solemnly declare and promise that in case of any doubt as to whether there is an issue under the preceding paragraphs of this Declaration I shall disclose the full facts to the Executive Secretary of the United Nations Framework Convention on Climate Change.”

Rule 11

Paragraph 10 (c) of the Joint Implementation guidelines:

1. {Members, including alternate members, of the Joint Implementation Supervisory Committee shall} {s}subject to their responsibility to the {Joint Implementation} Supervisory Committee, not disclose any confidential or proprietary information coming to their knowledge by reason of their duties for the {Joint Implementation} Supervisory Committee. The duty of a member, including an alternate member, not to disclose confidential information constitutes an obligation in respect to that member, including an alternate member, and shall remain an obligation after the expiration or termination of that member’s, including an alternate member’s, function for the {Joint Implementation} Supervisory Committee.

Paragraph 40 of the Joint Implementation guidelines:

2. Information obtained {by members, and alternate members} from project participants marked as proprietary or confidential shall not be disclosed without the written consent of the provider of the information, except as required by applicable national law of the host Party. Information used to determine whether reductions in anthropogenic emissions by sources or enhancements of anthropogenic removals by sinks are additional, to describe the baseline methodology and its application, and to support an environmental impact assessment referred to in paragraph 33 (d) {of the Joint Implementation guidelines}, shall not be considered as proprietary or confidential.

E. Officers

Rule 12

Paragraph 7 of the Joint Implementation guidelines:

1. The {Joint Implementation} Supervisory Committee shall elect annually a Chairperson and Vice-Chairperson from among its members, with one being from a Party included in Annex I and the other being from a Party not included in Annex I. The positions of Chairperson and Vice-Chairperson shall alternate annually between a member from a Party included in Annex I and a member from a Party not included in Annex I.

2. At the first Committee meeting of each calendar year, the Committee shall elect a Chair and a Vice-Chair from among its members. The secretary of the Committee as defined in rule 30 shall preside over the opening of the first Committee meeting of each calendar year and conduct the election of the new Chair and Vice-Chair.

Rule 13

1. The Chair and Vice-Chair shall serve in their respective capacities at any meeting of the Joint Implementation Supervisory Committee.

2. If the elected Chair is not able to serve in that capacity for a meeting, the Vice-Chair shall serve as the Chair. If both are unable to serve in their respective capacities, the Committee shall elect a member from among its members present to serve as the Chair for that meeting.

3. If the Chair or Vice-Chair ceases to be able to carry out his or her functions, or ceases to be a member, a new Chair or Vice-Chair shall be elected for the remainder of the term.

Rule 14

1. The Chair shall preside over the meetings of the Joint Implementation Supervisory Committee as provided for under this rule.

2. In addition to exercising the functions conferred upon the Chair elsewhere by these rules, the Chair shall declare the opening and closing of meetings, preside at meetings, ensure the observance of these rules, accord the right to speak, put questions to the vote and announce decisions. The Chair shall rule on points of order and, subject to these rules, shall have complete control of the proceedings and over the maintenance of order at the meeting.

3. The Chair may propose to the Committee a limitation on the time to be allowed to speakers and on the number of times each member may speak on a question, the adjournment or closure of the debate and the suspension or adjournment of a meeting.

4. The Chair, or any other member designated by the Committee, shall represent the Committee as necessary, including at sessions of the COP/MOP.

IV. Meetings

A. Dates

Rule 15

Paragraph 9 of the Joint Implementation guidelines:

The {Joint Implementation} Supervisory Committee shall meet at least two times each year, whenever possible in conjunction with the meetings of the subsidiary bodies, unless decided otherwise.

Rule 16

1. At the first Joint Implementation Supervisory Committee meeting of each calendar year, the Chair shall propose for the approval of the Committee a schedule of meetings for that calendar year.
2. If changes to the schedule or additional meetings are required, the Chair shall, after consultations with all members, give notice of any changes in the dates of scheduled meetings, and/or of the dates of additional meetings.

Rule 17

1. The Chair shall convene and give notice of the date of each meeting of the Joint Implementation Supervisory Committee, if possible not less than eight weeks prior to the date of such meeting.
2. The secretariat shall promptly notify all those invited to the meeting.

B. Venue

Rule 18

Meetings of the Joint Implementation Supervisory Committee held in conjunction with sessions of the subsidiary bodies shall be held at the same location as the sessions of these bodies. Other meetings of the Committee shall take place at the location of the secretariat, unless the Committee decides otherwise or other appropriate arrangements are made by the secretariat in consultation with the Chair.

C. Agenda

Rule 19

1. The Chair, assisted by the secretariat, shall draft the provisional agenda of each meeting of the Joint Implementation Supervisory Committee and transmit a copy of such provisional agenda, agreed upon by the Committee at its previous meeting, to all those invited to the meeting.
2. Additions or changes to the provisional agenda of a meeting may be proposed to the secretariat by any member, or alternate member, and incorporated in the proposed agenda provided that the member, or alternate member, shall give notice thereof to the secretariat not less than four weeks before the date set for the opening of the meeting. The proposed agenda for the meeting shall be transmitted by the secretariat to all those invited to the meeting three weeks before the date set for the opening of the meeting.
3. The Committee shall, at the beginning of each meeting, adopt the agenda for the meeting.
4. Any item included on the agenda for a meeting of the Committee, consideration of which has not been completed at that meeting, shall automatically be included on the provisional agenda for the next meeting, unless otherwise decided by the Committee.

D. Documentation

Rule 20

1. All documentation for a Joint Implementation Supervisory Committee meeting shall be made available to members and alternate members through the secretariat at least two weeks before the meeting.
2. Documentation shall be made publicly available by the secretariat via the Internet soon after transmission to members and alternate members. Availability of such documentation shall be subject to confidentiality provisions.

E. Transparency

Rule 21

Subject to the need to protect confidential information, the principle of transparency should apply to all the work of the Joint Implementation Supervisory Committee, encompassing the timely public availability of documentation and channels through which external comments by all Parties and

all UNFCCC accredited observers and stakeholders can be submitted for consideration by the Committee. The posting of the proceedings of the Committee's meetings on the Internet is one way to ensure transparency.

F. Attendance

Rule 22

Paragraph 18 of the Joint Implementation guidelines:

1. Meetings of the {Joint Implementation} Supervisory Committee shall be open to attendance, as observers, by all Parties and by all UNFCCC accredited observers and stakeholders, except where otherwise decided by the {Joint Implementation} Supervisory Committee.

2. In the context of paragraph 1 above, the Committee may decide, in the interests of economy and efficiency, to limit physical attendance at its meetings to members, alternate members and secretariat support staff. In such instances, the Committee shall take all practicable steps to accommodate in other ways the interests of Parties, non-Parties to the Kyoto Protocol that are Parties to the Convention and accredited UNFCCC observers and stakeholders to observe its proceedings, except when the Committee decides to close all or a portion of a meeting.

3. Observers may, upon invitation by the Committee, make presentations relating to matters under consideration by the Committee.

G. Quorum

Rule 23

Paragraph 14 of the Joint Implementation guidelines:

At least two thirds of the members of the {Joint Implementation} Supervisory Committee, representing a majority of members from Parties included in Annex I and a majority of members from Parties not included in Annex I, must be present to constitute a quorum.

V. Voting

Rule 24

Paragraph 15 of the Joint Implementation guidelines:

1. Decisions by the {Joint Implementation} Supervisory Committee shall be taken by consensus, whenever possible. If all efforts at reaching a consensus have been exhausted and no agreement has been reached, decisions shall as a last resort be adopted by a three-fourths majority vote of the members present and voting at the meeting. Members abstaining from voting shall be considered as not voting.

2. The Chair shall ascertain whether consensus has been reached. The Chair shall declare that a consensus does not exist if there is a stated objection by a member of the Committee or by an alternate member acting for a member to the proposed decision under consideration.

3. Each member shall have one vote.

4. Alternate members may participate in the proceedings of the Committee without the right to vote. An alternate member may cast a vote only if acting for the member.

Rule 25

1. Whenever, in the judgment of the Chair, a decision must be taken by the Joint Implementation Supervisory Committee which cannot be postponed until the next meeting of the Committee, the Chair shall transmit to each member a proposed decision, with an invitation to approve the decision by consensus. Together with the proposed decision, the Chair shall provide, subject to the applicable confidentiality requirements, the relevant facts that, in the Chair's judgement, justify decision-making pursuant to this rule 25. The proposed decision shall be transmitted in the form of an electronic message through the listserv of the Committee. A quorum of the Committee is required to confirm the receipt of the message. Such message shall also be transmitted to alternate members for information.

2. Members, and/or alternate members, shall be given two weeks from the date of receipt of the proposed decision for comments. These comments shall be made available to members and alternate members via the Committee listserv.

3. At the expiration of the period referred to in paragraph 2 above, the proposed decision shall be considered approved if there is no objection by any member. If an objection is raised, the Chair shall include consideration of the proposed decision as an item on the proposed agenda for the next meeting of the Committee and inform the Committee accordingly.

4. Any decision made using the procedure specified in paragraphs 1 to 3 of this rule shall be included in the report of the Committee at its next meeting and shall be deemed to have been taken at the seat of the UNFCCC secretariat in Bonn, Germany.

VI. Languages

Rule 26

Paragraph 16 of the Joint Implementation guidelines:

1. The full text of all decisions of the {Joint Implementation} Supervisory Committee shall be made publicly available. Decisions shall be made available in all six official languages of the United Nations.

Paragraph 17 of the Joint Implementation guidelines:

2. The working language of the {Joint Implementation} Supervisory Committee shall be English.

VII. Expertise

Rule 27

Paragraph 13 of the Joint Implementation guidelines:

1. The {Joint Implementation} Supervisory Committee shall draw on the expertise necessary to perform its functions, in particular taking into account national accreditation procedures.

2. The Committee may establish subcommittees, panels or working groups to assist it in performing its functions.

VIII. Secretariat

Rule 28

Paragraph 19 of the Joint Implementation guidelines:

The secretariat shall service the {Joint Implementation} Supervisory Committee.

Rule 29

The Executive Secretary of the UNFCCC shall arrange for the provision of staff and services required for the servicing of the Joint Implementation Supervisory Committee from within available resources. The Executive Secretary shall manage and direct such staff and services and provide appropriate support and advice to the Committee.

Rule 30

An official of the secretariat designated by the Executive Secretary shall serve as secretary to the Joint Implementation Supervisory Committee.

Rule 31

In addition to the functions specified in the Joint Implementation guidelines and/or any subsequent decision by the COP/MOP, the secretariat shall, in accordance with these rules, and subject to the availability of resources:

- (a) Receive, reproduce and distribute to members and alternate members the documents of a meeting;
- (b) Receive and translate decisions into all six official languages of the United Nations and make publicly available the full texts of all decisions of the Joint Implementation Supervisory Committee;
- (c) Assist the Committee in fulfilling tasks relating to the maintenance of files and the collection, processing and public availability of information;
- (d) Perform all other work that the Committee may require.

Rule 32

The financial regulations of the United Nations and the financial procedures of the UNFCCC shall apply.

IX. Conduct of business

Rule 33

The Joint Implementation Supervisory Committee shall undertake any tasks assigned to it by decision 16/CP.7, in accordance with the Joint Implementation guidelines, and by any subsequent decision taken by the COP/MOP.

Rule 34

1. The Joint Implementation Supervisory Committee, and the secretariat, in its mandated role of support to the Committee, may use electronic means for transmission and storage of documentation.
2. The documentation submitted using electronic means is subject to the transparency and confidentiality provisions of the Joint Implementation guidelines. In submitting any documentation through electronic means (e.g. the UNFCCC JI web site), the submitter shall acknowledge that he or she has read the relevant procedures and agrees to be bound by the terms and conditions of submission of documentation, including with respect to the submitter's sole responsibility for the content of his or her submission and the waiver of all claims associated with use of electronic means of submitting and transmitting documentation.
3. The Committee shall not be made responsible for any claim or loss arising from the transmission, storage or use of documentation obtained through electronic means. Neither the confidentiality nor the integrity of the documentation submitted can be guaranteed following electronic transmission and storage.

X. Record of the meeting**Rule 35**

Before the end of each meeting, the Chair shall present draft conclusions and decisions of the meeting for consideration and approval by the Joint Implementation Supervisory Committee. Any written records of the Committee or recordings of proceedings shall be kept by the secretariat in accordance with United Nations rules and regulations.

XI. Amendments to the rules**Rule 36**

Paragraph 3 (g) of the Joint Implementation guidelines:

1. {The Joint Implementation Supervisory Committee shall be responsible for} {t}he elaboration of any rules of procedure additional to those contained in the {Joint Implementation guidelines}, for consideration by the COP/MOP.

2. Further to any action under paragraph 1 of this rule, the Committee may also make recommendations to the COP/MOP on any amendments or additions to the rules of procedure of the Committee.

Annex II

[ENGLISH ONLY]

**Draft provisions for the charging of fees to cover
administrative costs relating to the activities of the Joint
Implementation Supervisory Committee**

Version 03*Revision history of the document*

Document version	Adoption	Revision
Version 01	JISC 04 ¹	Initial adoption of the document on the basis of paragraph 2 (h) of decision 10/CMP.1
Version 02	JISC 08	Revision, on the basis of paragraph 16 of decision 3/CMP.2, incorporating preferential treatment of joint implementation small-scale projects regarding advance payments
Version 03	JISC 18	Revision to incorporate provisions for joint implementation programmes of activities, a revised advance fee cap and clarification of the fee structure for all projects

¹ Fourth meeting of the Joint Implementation Supervisory Committee.

1. The fees to cover administrative costs relating to the activities of the Joint Implementation Supervisory Committee shall be:

- (a) Fees for accreditation:
 - (i) Application fee: USD 15,000 per application (one-off payment, non-reimbursable);
 - (ii) Cost of the work by assessment teams: direct payment from applicant or accredited independent entities;²
- (b) Fee for processing of verification reports:³
 - (i) USD 0.10 per tonne of CO₂ equivalent of reductions in anthropogenic emissions by sources or enhancements of anthropogenic removals by sinks for the first 15,000 tonnes of CO₂ equivalent generated by the project in question in a given calendar year;
 - (ii) USD 0.20 per tonne of CO₂ equivalent of reductions in anthropogenic emissions by sources or enhancements of anthropogenic removals by sinks for any amount in excess of 15,000 tonnes of CO₂ equivalent generated by the project in question in a given calendar year, except as noted in (iii) below;
 - (iii) For joint implementation programmes of activities, the fee in accordance with paragraph 1 (b)(i) above shall apply to all reductions of anthropogenic emissions by sources or enhancements of removals by sinks in a given calendar year.
- (c) Advance payment:
 - (i) An advance payment based on the expected annual average emission reduction calculated in accordance with paragraph 1 (b)(i) and 1 (b)(ii) shall be charged when a determination report regarding a project design document is submitted to the secretariat in accordance with paragraph 34 of the annex to decision 9/CMP.1;

² Details are defined in the document entitled "Indicative level of fees to be paid to joint implementation assessment team by applicant independent entity or accredited independent entity" (P-JI-ACCR-05).

³ "Verification report" means a report regarding reductions in anthropogenic emissions by sources or enhancements of anthropogenic removals by sinks which has been submitted by an accredited independent entity to the secretariat in accordance with paragraph 38 of the annex to decision 9/CMP.1.

- (ii) The advance payment shall be used to cover the first verification fees that are due in accordance with paragraph 1 (b)(i) and 1 (b)(ii) above, until the advance payment has been exhausted;
- (iii) If no verification report is submitted, any advance payment above USD 30,000 shall be reimbursed;
- (iv) No advance payment shall be charged for joint implementation small-scale projects, joint implementation programmes of activities or for projects with an expected average annual emission reduction or enhancements of anthropogenic removals by sinks below 15,000 tonnes of CO₂ equivalent. The maximum advance payment due shall be USD 30,000.

Annex III

[ENGLISH ONLY]

Joint Implementation programme of activities design document form



JOINT IMPLEMENTATION PROGRAMME OF ACTIVITIES DESIGN DOCUMENT FORM - Version 01

Joint Implementation Supervisory Committee



page 1

JOINT IMPLEMENTATION PROGRAMME OF ACTIVITIES DESIGN DOCUMENT FORM
Version 01 - in effect as of: 01 November 2009¹

CONTENTS

- A. General description of the JI programme of activities (JI PoA)
- B. Duration of the JI PoA
- C. Environmental impacts
- D. Stakeholders' comments
- E. Application of a baseline and monitoring plan for each technology and/or measure under each type of joint implementation programme activity (JPA)

Annexes

- Annex 1: Contact information on coordinating entity and participants of the JI PoA
- Annex 2: JPA's information table.
- Annex 3: Baseline information
- Annex 4: Monitoring plan

¹ This document is in effect provisionally until it has been adopted by the Conference of the Parties serving as the meeting of the Parties to the Kyoto Protocol.

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SECTION A. General description of the <u>JI PoA</u>
A.1. Title of the <u>JI PoA</u>: >>
A.2. Description of the <u>JI PoA</u>: >>
A.3. <u>Coordinating entity</u> and participants of the <u>JI PoA</u>, as appropriate: >>
A.4. Technical description of the <u>JI PoA</u>:
A.4.1. Location of the <u>JI PoA</u>: >>
A.4.1.1. <u>Host Party(ies)</u>: >>
A.4.1.2. Geographical boundary: >>
A.4.2. Description of each type of <u>JPA</u>: >>
A.4.2.1. Technology(ies) to be employed, or measures, operations or actions to be implemented by each type of <u>JPA</u>: >>
A.4.3. Eligibility criteria for inclusion of a <u>JPA</u> in the <u>JI PoA</u>: >>
A.4.4. Brief explanation of how the anthropogenic emissions of greenhouse gases by sources are to be reduced by the proposed <u>JI PoA</u> or each type of <u>JPA</u>, including why the emission reductions would not occur in the absence of the proposed <u>JI PoA</u> or each type of <u>JPA</u>, taking into account national and/or sectoral policies and circumstances, as appropriate (assessment and demonstration of additionality): >>
A.4.5. Operational, management and monitoring plan: >>
A.4.5.1. Operational and management plan for the <u>JI PoA</u>: >>

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A.4.5.2. Monitoring plan for each technology and/or measure under each type of JPA:

>>

A.6. Jl PoA approval by the Parties involved:

>>

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SECTION B. Duration of the JI PoA / crediting period

B.1. Starting date of the JI PoA:

>>

B.2. Expected operational lifetime of the JI PoA:

>>

B.3. Length of the crediting period:

>>

SECTION C. Environmental impacts

C.1. Documentation on the analysis of the environmental impacts of each type of JPA, including transboundary impacts, in accordance with procedures as determined by the host Party(ies):

>>

C.2. If environmental impacts are considered significant by the participants or the host Party(ies), please provide conclusions and all references to supporting documentation of an environmental impact assessment undertaken in accordance with the procedures as required by the host Party(ies):

>>

SECTION D. Stakeholders' comments

D.1. Information on stakeholders' comments on the JI PoA, as appropriate:

>>

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SECTION E. Application of a baseline and monitoring plan for each technology and /or measure under each type of JPA
E.1. Description and justification of the baseline chosen for each technology and/or measure under each type of JPA:

>>

E.2. Description of how the anthropogenic emissions of greenhouse gases by sources are reduced below those that would have occurred in the absence of the JI PoA or the JPA, as appropriate:

>>

E.3. Further baseline information, including the date of baseline setting and the name(s) of the person(s)/entity(ies) setting the baseline for each technology and/or measure under each type of JPA:

>>

E.4. Description of monitoring plan chosen for each technology and/or measure under each type of JPA:

>>

E.4.1. Option 1 – Monitoring of the emissions in the JPA scenario and the baseline scenario:
E.4.1.1. Data to be collected in order to monitor emissions from the JPA, and how these data will be archived:

ID number <i>(Please use numbers to ease cross-referencing to E.5.)</i>	Data variable	Source of data	Data unit	Measured (m), calculated (c), estimated (e)	Recording frequency	Proportion of data to be monitored	How will the data be archived? (electronic/ paper)	Comment

E.4.1.2. Description of formulae used to estimate JPA emissions (for each type, gas, source etc.; emissions in units of CO₂ equivalent):

>>

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E.4.1.3. Relevant data necessary for determining the <u>baseline</u> of anthropogenic emissions of greenhouse gases by sources within the <u>JPA boundary</u> , and how such data will be collected and archived:								
ID number <i>(Please use numbers to ease cross-referencing to D.2.)</i>	Data variable	Source of data	Data unit	Measured (m), calculated (c), estimated (e)	Recording frequency	Proportion of data to be monitored	How will the data be archived? (electronic/ paper)	Comment

E.4.1.4. Description of formulae used to estimate baseline emissions (for each gas, source etc.; emissions in units of CO₂ equivalent):

>>

E. 4.2. Option 2 – Direct monitoring of emission reductions from JPA:

E.4.2.1. Data to be collected in order to monitor emission reductions from each technology and/or measure under each type of JPA, and how these data will be archived:								
ID number <i>(Please use numbers to ease cross-referencing to E.5.)</i>	Data variable	Source of data	Data unit	Measured (m), calculated (c), estimated (e)	Recording frequency	Proportion of data to be monitored	How will the data be archived? (electronic/ paper)	Comment

E.4.2.2. Description of formulae used to calculate emission reductions for each type of JPA (for each gas, source etc.; emissions/emission reductions in units of CO₂ equivalent):

>>

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GE.09-64730

E.4.3. Treatment of leakage in the monitoring plan:

E.4.3.1. If applicable, please describe the data and information that will be collected in order to monitor leakage effects each type of JPA:

ID number <i>(Please use numbers to ease cross-referencing to D.2.)</i>	Data variable	Source of data	Data unit	Measured (m), calculated (c), estimated (e)	Recording frequency	Proportion of data to be monitored	How will the data be archived? (electronic/ paper)	Comment

E.4.3.2. Description of formulae used to estimate leakage for each type of JPA (for each gas, source etc.; emissions in units of CO₂ equivalent):

>>

E.4.4. Description of formulae used to estimate emission reductions for each type of JPA (for each gas, source etc.; emissions/emission reductions in units of CO₂ equivalent):

>>

E.4.5. Where applicable, in accordance with procedures as required by the host Party(ies), information on the collection and archiving of information on the environmental impacts of each type of JPA:

>>

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E.5. Quality control (QC) and quality assurance (QA) procedures undertaken for data monitored:		
Data (Indicate table and ID number)	Uncertainty level of data (high/medium/low)	Explain QA/QC procedures planned for these data, or why such procedures are not necessary.

E.6. Name of person(s)/entity(ies) establishing the monitoring plan:

>>

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Annex 1CONTACT INFORMATION ON COORDINATING ENTITY AND PARTICIPANTS OF THE JI POA

Organisation:	
Street/P.O.Box:	
Building:	
City:	
State/Region:	
Postal code:	
Country:	
Phone:	
Fax:	
E-mail:	
URL:	
Represented by:	
Title:	
Salutation:	
Last name:	
Middle name:	
First name:	
Department:	
Phone (direct):	
Fax (direct):	
Mobile:	
Personal e-mail:	

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Annex 2JPA'S INFORMATION TABLE

JPA's included in the JI PoA											
<i>No.</i>	<i>Name of the JPA</i>	<i>Type of JPA</i>	<i>Brief summary</i>	<i>Geographical reference</i>	<i>Name and contact detail of the responsible for the operation of the JPA</i>	<i>Host Party(ies)</i>	<i>Starting date</i>	<i>Length of the crediting period</i>	<i>Estimation of emission reduction</i>	<i>Information confirming that all eligibility criteria described in Section A.4 and Section E of the JI PoA-DD are met and a description of how they are met</i>	<i>Confirmation that the JPA has not been determined as a single JI project or under a different JI PoA</i>



Annex 3

BASELINE INFORMATION

Annex 4

MONITORING PLAN

This template shall not be altered. It shall be completed without modifying/adding headings or logo, format or font.

Annex IV

[ENGLISH ONLY]

**Status of contributions to support joint implementation
activities in the biennium 2008–2009 (as at 23 October 2009)**

<i>Party</i>	<i>Pledge (USD)</i>	<i>Received (USD)</i>
Austria	37,035	37,035
Austria	0	42,328
Belgium	0	34,139
Belgium	0	10,351
Belgium	0	11,231
Denmark	60,000	59,980
European Community ^a	150,000	118,343
Germany	0	150,000
France	0	62,610
France	0	71,530
Hungary	0	2,500
Japan	0	41,482
Japan	0	41,483
Latvia	0	4,000
Latvia	4,000	4,000
Netherlands	117,547	117,547
Norway	200,000	282,815
Romania	20,891	20,891
Spain	33,272	33,272
Spain	0	43,194
Sweden	0	63,694
United Kingdom	228,881	228,881
United Kingdom	0	192,488
Total	851,626	1,673,794

a The final amount of the contribution will depend upon the actual expenditures for specified activities and provision, by the secretariat, of final reports