



Department
for Environment
Food & Rural Affairs

Seacole Building
2 Marsham Street
London
SW1P 4DF
United Kingdom

T: 03459 335577
helpline@defra.gov.uk
www.gov.uk/defra

United Nations Environment Programmes
United Nations Avenue
Gigiri
Nairobi, Kenya
PO Box 30552-00100

Contribution Reference
Number: P-30832
Date: 16/03/2023

COMMERCIAL IN CONFIDENCE

Dear [REDACTED],
Executive Director of UNEP

Re: Voluntary Contribution – ODA BPF financial support for the Intergovernmental Negotiating Committee (INC)

I am writing to confirm the details of the grant funding arrangement regarding the contribution of £2,000,000; two million pounds towards the Intergovernmental Negotiating Committee (INC).

The Department has considered your contribution proposal (see Annex A) and on this occasion, in exercise of its powers under the International Development (Official Development Assistance Target) Act 2015 hereby offers a Contribution.

The contribution term shall commence on 27/02/2023 and shall expire on 31/03/2025 (the "Contribution Period"). Defra contributions shall be utilised to support activities under the Plastics Intergovernmental Negotiating Committee (INC) multi-donor process. This contribution agreement does not give rise to contractual relations between Defra and the contribution recipient resulting in a public contract subject to the Public Contracts Regulations 2015.

The address for notices of the Parties are:

Authority:

Department for Environment Food & Rural Affairs,
Seacole Building, 2 Marsham Street, London, SW1P 4DF, United Kingdom.

Attention: [REDACTED]

Email: [REDACTED]

Contribution Recipient:

Intergovernmental Negotiating Committee (INC) Secretariat

Attention: [REDACTED]

Email: [REDACTED]

Payment of Contribution

All payment request claims must be submitted by e-mail to Defra's International Sustainable Blue Finance Team, quoting the Contribution Reference Number above, at [REDACTED] (or other address notified to you from time to time for the purpose). The accompanying payment request should be in GBP. Please see Annex B.

Defra's International Sustainable Blue Finance Team is responsible for checking and raising any queries about Contribution Claims submitted.

In the event of a funding gap, if additional funding is not available, UNEP will be entitled to amend, reduce, suspend and/or terminate the activities under the agreement. The accounting and administration of the funds will be made by UNEP per UNEP financial regulations and rules and procedures.

In order for Defra to monitor the effectiveness of its contributions it is necessary for us to detail some terms of reference as set out below:

1. The contribution is to be used solely in relation to the previously agreed Funded Activities for the Plastic Pollution Intergovernmental Negotiating Committee (INC) and for no other purpose. The Contribution monies will be paid in advance in disbursements listed below.

Disbursement amount*	Target month, year
£400,000.00	February, 2023
£800,000.00	October, 2023
£800,000.00	October, 2024

*It may be necessary to split payments to accommodate activities at different points of the financial year. In this case, payments will be agreed between Defra and UNEP.

2. The finance for this programme will be accountable as Official Development Assistance (ODA). As ODA funding, the funds will need to prioritise livelihoods, poverty alleviation and climate in ODA-eligible countries.
3. Appropriate and proportionate safeguarding measures are in place and will be maintained, including but not limited to the UNEP's Social and Environmental Standards (SES) and complaints raised by stakeholders will be addressed as per UNEP's Stakeholder Response Mechanism¹. Defra and UNEP have a zero tolerance for inaction approach to tackling sexual exploitation and abuse ("SEA") and sexual harassment ("SH") and agree to the terms set out in Annex C.
4. You will report at regular intervals and in line with the programme's annual reporting cycle for the duration of the programme. Defra and the INC Plastics Secretariat have

¹ [ESSFRM.pdf \(unep.org\)](#)

agreed the following reporting schedule, through completion of the proforma in Annex D:

Report	Time frame	Date due
1	Six months from issue of contribution letter	October 2023
2	One year from issue of contribution letter	April 2024
3	Two years from issue of contribution letter	April 2025

5. The Contribution will be received, managed, disbursed, accounted for and audited in accordance with the applicable Financial Rules and Regulations of the United Nations.
6. You agree that no activity supported by this contribution will bring Defra's name into disrepute.
7. You agree to ensure that Defra's contribution to the INC Plastics Secretariat will be spent only upon properly incurred expenditure which provides value for money for Defra.
8. If you do not comply with any of the conditions and requirements of this Contribution agreement, Defra may require all or part of the Contribution to be repaid.
9. You acknowledge that the Contribution is not consideration for any taxable supply for VAT purposes by Defra to you. You understand Defra's obligation does not extend to paying you any amounts in respect of VAT in addition to the Contribution and that the Contribution which is made by Defra is inclusive of VAT.
10. You shall not carry out any activities that could be constituted as state-aided nor shall you pay illegal state aid to any organisation or individual, in accordance with the UN financial rules and regulations.
11. If agreed by both the Authority and Contribution recipient in writing, then a no cost extension may be enacted for a maximum of 6 months.

Termination

The following UN rules shall apply in regard to termination/expiry of the Contribution:

Article VIII

UNEP shall notify the donor Government when, in its opinion, the purposes for which the funds were contributed have been realised. The date of such notification shall be deemed to be the date of expiration of this Contribution, subject to the continuance in force of Article X for the purposes there stated. Expiration of this Contribution is due to take place 31/03/2025.

Article IX

This Contribution may be terminated by either party on (90) days' written notice to the other party, subject to the continuance in force of Article X for the purposes there stated.

Article X

On termination or expiration of this Contribution under article VIII or IX, the funds will continue to be held by UNEP until all expenditures it has incurred have been satisfied from such funds. Thereafter, any surplus remaining shall be disposed of as indicated by the donor Government.

Yours sincerely

[Redacted]

Senior Category Officer | Official Development Assistance | Defra Group Commercial
UK Department for Environment, Food and Rural Affairs

Signed for and on behalf of UNEP

Name	[Redacted]
Title	Executive Director
Signature	[Redacted]
Date	

Signed for and on behalf of Defra

Name	[Redacted]
Title	Commercial Lead – Defra ODA Commercial
Signature	[Redacted]
Date	16/03/2023

Annex A – Project Proposal

This contribution to the Plastics INC co-financed project is intended to cover the following activities:

- Travel and subsistence for ODA-eligible countries, that combined with contributions from other donors has the ultimate goal of supporting 2 delegates per country (and potentially the diplomatic conference);
- Support for ODA-eligible delegates at intersessional regional meetings including possible funding to support meeting proceedings where all attendees are ODA eligible (such as the Africa region);
- Training for delegates undertaking leadership roles from ODA-eligible countries (e.g. chair, co-facilitators, members of the Bureau);
- Support for intersessional work that has the development and welfare of ODA eligible countries as its main objective.

UNEP shall monitor the delivery and success of the programme to ensure that the aims and objectives of the contribution scheme are being met. Defra and the INC Plastics Secretariat have agreed:

- That the INC Plastics Secretariat will issue questionnaires on Defra's behalf to funded delegates to collect information on how funding was used.
- That the INC Plastics Secretariat will report data, where appropriate, to Defra during the specified reporting cycles below, as set out in the proforma in Annex D.

Annex B: Supporting Information for the Claim for Payment

To avoid delay in payment it is important that your claim is complete and that it includes a valid Contribution Reference Number, a signed claim form and the following supporting information:

- A valid pro-forma invoice/payment request which clearly states it comes from the supplier and includes an invoice number or unique payment reference number; full banking/billing details; amount to be paid; currency required; brief description of expenditure or dedicated allocation.
- Completed Claim for Payment form attached.



TEMPLATE Defra
Claim Form WRO000

Claims which do not have this information will be sent back to you, which may lead to a delay in payment.

Annex C – Harmonised language on tackling SEA and SH

1. a. Sexual exploitation and abuse

Defra and UNEP have a zero tolerance for inaction approach to tackling sexual exploitation and abuse (“SEA”).² This means UNEP and its implementing partners will take all reasonable steps to prevent SEA by both its employees and any implementing partner and respond appropriately when reports of SEA arise, in accordance with their regulations, rules, policies and procedures.

Unless inconsistent with a specific regulation, rule, policy or procedure governing UNEP, UNEP will apply the IASC Six Core Principles Relating to Sexual Exploitation and Abuse (Annex I) and the following principles and practices when implementing the activities under this arrangement and provide evidence to demonstrate this where required:

- a) Adherence to the IASC-Minimum Operation Standards on “Protection from sexual exploitation and abuse by own personnel” and/or [the] SEA elements of the Core Humanitarian Standard on Quality and Accountability;
- b) A victim/survivor-centred approach³ to SEA issues;
- c) Strong leadership and signaling on tackling SEA;
- d) Make all reasonable efforts to address gender inequality and other power imbalances;
- e) Reporting to enhance accountability and transparency;
- f) Ensure that SEA standards from this arrangement are reflected in funding templates with implementing partners, [for UN entities: by means such as, but not limited to, adherence to the United Nations Protocol on Allegations of Sexual Exploitation and Abuse Involving Implementing Partners].

b. Sexual harassment

Defra and UNEP have a zero tolerance for inaction approach to tackling sexual harassment (“SH”).⁴ This means UNEP will take all reasonable steps to prevent SH and respond appropriately when reports of SH arise, in accordance with its regulations, rules, policies and procedures.

Unless inconsistent with a specific regulation, rule, policy or procedure governing UNEP, UNEP will apply the following principles and practices when implementing the activities under this arrangement:

- a) A victim/survivor-centred approach to SH issues;
- b) Strong leadership and signalling on tackling SH;
- c) Make all reasonable efforts to address gender inequality and other power imbalances;
- d) Reporting to enhance accountability and transparency.

² See UNSG Bulletin ST/SGB/2003/13 for the definition of sexual exploitation and abuse.

³ A victim/survivor centered-approach is one for which the victim/survivor’s dignity, experiences, considerations, needs, and resiliencies are placed at the center of the process, from the initial program design to investigating and responding to potential incidents. Consistent with the UN Protocol on Allegations of SEA Involving Implementing Partners, the victim/survivor should be informed, consulted during the decision-making process, and provide consent on the possible use and disclosure of their information. Those interacting with the victim/survivor and/or handling information regarding the allegation will maintain confidentiality, ensure safety of the victim/survivor, and apply victim/survivor-centered principles which are safety, confidentiality, respect, and non discrimination. When the victim/survivor is a child, the approach will consider the best interests of the child and engage with the family/caregivers as appropriate. Staff and partners should comply with host country and local child welfare and protection legislation and international standards, whichever gives greater protection.

⁴ See the UN System Model Policy on Sexual Harassment and the UN Secretary-General’s Bulletin ST/SGB/2019/8 for the uniform definition of sexual harassment in the UN System.

2. UNEP will adhere to the following requirements:

a. Allegations of SEA

- (i) UNEP will promptly report all allegations of SEA credible enough to warrant an investigation through the Secretary-General's reporting mechanism (the "Report").
- (ii) When UNEP reports an allegation of SEA to, or becomes aware of an allegation reported through, the Report that is (i) directly related to the activities funded by this arrangement or, (ii) would have a significant impact on the partnership between UNEP and Defra, UNEP will promptly notify oda.safeguarding@defra.gov.uk of the report made and the relevant arrangement number, if applicable and provide information containing the level of detail that UNEP is aware of.
- (iii) Upon request from Defra, UNEP agrees to provide further available relevant information UNEP is aware of for allegations notified under paragraph 2(a)(ii) including about subsequent measures taken by UNEP, unless disclosure of such information would be inconsistent with UNEP's regulations, rules, policies and procedures concerning disclosure of information.

b. Allegations of SH

- (i) UNEP will report allegations of sexual harassment and measures taken through existing reporting mechanisms.
 - (ii) Where UNEP has determined that the allegations would have a significant impact on the partnership between UNEP and Defra, UNEP will promptly notify oda.safeguarding@defra.gov.uk and provide information containing the level of detail of the existing reporting mechanisms.
 - (iii) Upon request from Defra, UNEP agrees to provide further available relevant information, that UNEP is aware of unless disclosure of such information would be inconsistent with UNEP's regulations, rules, policies and procedures concerning disclosure of information.
1. It is understood and accepted that UNEP's arrangement to report on SEA and SH will be performed in accordance with UNEP's regulations, rules, policies and procedures, including its rules on confidentiality, and is subject to not compromising the safety, security, privacy and due process rights of any concerned persons.
 2. When UNEP becomes aware of reasonable suspicions, complaints or reports of SEA or SH by its personnel, UNEP will, as appropriate under its regulations, rules, policies, and procedures, take reasonable, swift and appropriate action to stop harm occurring, investigate and report to relevant authorities (for potential criminal matters), as appropriate and when safe to do so, after considering the wishes of the victim/survivor.
 3. Defra or any of its duly authorized representatives may, in accordance with agreed mutually accepted terms of reference, carry out reviews or evaluations or other assessment measures to verify UNEP's zero tolerance for SEA and SH, provided that such measures are consistent with the single audit principle governing the UN, if applicable. UNEP will fully cooperate within the scope of the terms of reference with any such reasonable requests by Defra or any of its duly authorized representatives or agents to carry out such measures.
 4. Any information or documentation provided in accordance with these provisions will be treated by Defra with utmost discretion in order to ensure, inter alia, the probity of any

investigation, protect sensitive information, ensure the safety and security of persons and respect the due process rights of all involved. Defra will presume information/documentation to be confidential, deliberative, and investigatory and will ensure that information/documentation provided to Defra will be available solely to those who strictly require access to such information/documentation. Any disclosure of such information/documentation beyond such personnel will require notification and consultation with UNEP. Defra will obtain the express written authorization of UNEP before disclosing any such information/documentation in a judicial proceeding or to the public, unless disclosure is otherwise required by law applicable to Defra and is not subject to UNEP's privileges and immunities under international and/or national law (such as information/documentation constituting UN archives).

5. Unless the regulations, rules, policies, and procedures applicable to UNEP are amended at an earlier stage, and/or there are other substantive changes to any of the referenced policies, processes or mechanisms, the above provisions are subject to possible review two years after the date of Defra's mutual decision on their text with UNEP. Any changes to the above provisions that may be mutually decided following such a review will take effect at least four years after the date of Defra's mutual decision on the present text with UNEP, until which time the above provisions will continue to apply.

Annex D: Certificate of Contribution Usage

Certificate of Contribution Usage

Notes for completion:

1. The Contribution recipient shall prepare a Certification of Contribution Usage for the Contribution Period within 30 days after expiry of the Contribution.
2. This comprises three parts:
 - a. Certificate of Contribution Usage.
 - b. Statement of Expenditure; and
 - c. Report confirming Delivery.
3. The Contribution recipient shall submit the forms to Defra no later than 30, thirty days from the end of the Contribution Period.

a) Certificate of Contribution Usage

Name of organisation United Nations Environment Programme

Approved project title Intergovernmental Negotiating Committee

The total Contribution amount of £2,000,000 was exclusively used for the purposes set out in the agreement between the Contribution recipient and the Department for Environment, Food and Rural Affairs, dated 30/04/2025.

A narrative report confirming delivery in accordance with section c on the activities funded by the Contribution will be submitted to the Department within 30 days after expiry of the Contribution, confirming that the Contribution outputs have been delivered to a satisfactory standard and the expected benefits that have accrued or will accrue. The Certificate of Contribution Usage will also be provided within 30 days after expiry of the Contribution.

A final financial report detailing the use of the Contribution will be provided within 6 months at the end of the Contribution Period, in accordance with section b – Statement of Expenditure. This is a summary statement of all activities and outputs connected with the above project. The organisation's financial systems that recorded the income and expenditure of this Contribution have provided sufficient internal control for the purposes of this certification.

Signature:

Name:

Date:

Position:

Organisation address:

Postcode:

Initialled by Organisation's Chief Financial Officer/ Auditor

b) Statement of Expenditure

The Statement of Expenditure will be provided in accordance with the UN Secretariat wide UMOJA reporting categories. This must encompass all of the funds spent under this Contribution.

b) Statement of Expenditure

Name of Organisation	United Nations Environment Programme	
Name of Approved Project	Intergovernmental Negotiating Committee	
Expenditure Type	(£)	(£)
	Overall	Defra Funding
TOTAL EXPENDITURE		
Paid for as follows	(£)	(£)
Contribution from Defra		
Matching funding from own partners' resources (if applicable)		
Other funding		
TOTAL		
Under spend on Contribution (if applicable)		

c) Report confirming Delivery (setting out how the funding has been applied detailing all relevant outputs.)

[To embed once agreed – sent separately]