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UNEP Secretariat International Environment House 11 Chemin des Anémones CH-1219 Châtelaine Geneva Switzerland

Contribution Reference Number: P-30873 Date:

COMMERCIAL IN CONFIDENCE

Dear [Redacted]

Re: Voluntary Contribution – International Consortium on Combating Wildlife Crime Strategic Vision 2030

I am writing to confirm the details of the contribution regarding the ODA contribution [redacted] towards the International Consortium on Combating Wildlife Crime (ICCWC) Vision 2030.

Following negotiations with the CITES Secretariat, and agreement on the strategic priority of the funding, the Department for Environment, Food & Rural Affairs ("Defra") hereby offers a voluntary contribution to UNEP Secretariat.

The contribution term shall start upon receipt of the funds and shall expire on 31 March 2025 (the "Contribution Period"). Defra contributions shall be utilised to support activities under the International Consortium on Combating Wildlife Crime (ICCWC) Vision 2030 and its associated Strategic Action Plan 2023-2026. Defra may extend the Contribution Period until 31 March 2027 subject to UK Government approvals.

This contribution 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:

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Authority:

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

Contribution Recipient:

UNEP Secretariat International Environnent House 11 Chemin des Anémones CH-1219 Châtelaine Geneva Switzerland

[Redacted]

Payment of Contribution

All payment request claims must be submitted by e-mail to Defra's Illegal Wildlife Trade Policy Team, quoting the Contribution Reference Number above, at Illegalwildlifetrade@defra.gov.uk (or other address notified to you from time to time for the purpose). The accompanying payment request should be in GBP.

Defra's Illegal Wildlife Trade Policy Team is responsible for checking and raising any queries about Contribution Claims submitted.

Within 10 Working Days of your electronic signature of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice. To avoid delay in payment it is important that your invoice is complete and that it includes a valid PO Number, and the details (name and telephone number) of your customer contact. Invoices which do not have this information will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to [Redacted] or by telephone [redacted] between 09:00-17:00 Monday to Friday.

The contribution instalments will be transferred into the following UNEP bank account:

| Bank name & Address: | Redacted |
|----------------------|----------|
| Account name: | Redacted |
| Account number: | Redacted |
| Account currency: | Redacted |

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| SWIFT code: | Redacted |
|----------------|----------|
| IBAN: | Redacted |
| Clearing code: | Redacted |

Terms of Reference

For further details on the work relating to ICCWCs Vision 2030 please refer to Annex A.

In order for the Department to monitor the effectiveness of our contributions it is necessary for me to detail some terms and conditions as set out below.

- 1. The Contribution is to be used solely in relation to the ICCWC Vision 2030 and for no other purpose. The contribution will be paid on provision of a signed Claim Form (see Annex B) and invoice quoting the above Contribution Reference Number.
- 2. The Contribution monies will be paid in advance in disbursements. Defra retains the right to change the disbursement amount between years, subject to agreement between all parties.
- 3. You will report at regular intervals and in line with the programme's annual reporting cycle for the duration of the programme. Future disbursements are subject to satisfactory performance and meeting reporting requirements.
- 4. In the event of a funding gap, if additional funding is not available, the UNEP Secretariat 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 UN and UNEP financial regulations and rules and procedures. Indicative disbursement schedule set out below;

| Disbursement amount | Target month, year | Subject to performance KPIs |
|---------------------|--------------------|-----------------------------|
| Redacted | February 2023 | |
| Redacted | January 2024 | Yes |
| Redacted | January 2025 | Yes |

5. The finance for this programme will be accountable as Official Development Assistance (ODA). As ODA funding, the funds will need contribute to a reduction in poverty in ODA eligible countries generating lasting benefits for the population of the country or countries.

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- 6. Appropriate and proportionate safeguarding measures are in place and will be maintained, including but not limited to those outlined in UNEP's Environmental, Social and Sustainability Framework Safeguard Standards¹; and complaints raised by stakeholders will be addressed as per UNEP's Stakeholder Response Mechanism². 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.
- 7. The Contribution recipient agrees to provide the Authority with a narrative report, in accordance with Annex D section c) Report confirming Delivery and the Certificate of Contribution Usage within 30 days after the Contribution term has expired. The Contribution recipient also agrees to provide to the Authority with a completed Statement of Expenditure, in accordance with Annex D, within 6 months after the Contribution term has expired.
- 8. The Contribution will be received, managed, disbursed, accounted for and audited in accordance with the applicable Financial Regulations and Rules of the United Nations.
- 9. You agree that no activity supported by this Contribution will bring Defra's name into disrepute.
- 10. You agree to ensure that Defra's Contribution will be spent only upon properly incurred expenditure which provides value for money for Defra.
- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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.

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¹ ESSFEN.pdf (unep.org)

² ESSFRM.pdf (unep.org)

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 Agreement, subject to the continuance in force of Article X for the purposes there stated. Expiration of this Agreement is due to take place on 31/03/2025.

Article IX

This Agreement 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 Agreement 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,

Finley Sheppard

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 | |
| Signature | |
| Date | |

Signed for and on behalf of Defra

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| Name | Redacted |
|-----------|----------|
| Title | |
| Signature | |
| Date | |

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Annex A – Project Proposal

Objectives of Defra's Voluntary Contribution to the International Consortium on Combating Wildlife Crime's multi-donor Vision 2030 and its associated Strategic Action Plan 2023-2026.

Defra's objective in supporting the International Consortium on Combatting Wildlife Crime (ICCWC)'s multi-donor Vision 2030 programme is to **contribute to halting and reversing biodiversity loss and the alleviation of poverty by tackling the illegal trade and illegal use of wild species**. This will support delivery of the International Nature Strategy and draft Strategic Framework 2030 outcome to: 'halt and reverse both the decline of wildlife populations and the increase in species extinction threat at land and sea'.

Defra's voluntary contribution of up to [redacted] between FY22/23 – 24/25, along with contributions from other donors, will support ICCWC interventions that will be implemented to achieve the five outcomes:

- Reducing the opportunity for wildlife crime
- Increased deterrence of wildlife crime
- Increased detection of wildlife crime
- Increased disruption and detention of criminals
- Evidence-based actions, knowledge exchange and collaboration

Key Performance Indicators (KPIs) for this programme to be developed and agreed between Defra and UNEP by 31 July 2023. KPIs will be used to inform future disbursements.

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Annex B – Claim for Payment Form

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:

- 1. 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.
- 2. Completed Claim for Payment form attached.

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

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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").³ 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 approach⁴ 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").⁵ 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.

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³ See UNSG Bulletin ST/SGB/2003/13 for the definition of sexual exploitation and abuse.

⁴ 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.

^b 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.

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. 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 Redacted 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 Redacted 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.
- 3. 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.
- 4. 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,

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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.

- 5. 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.
- 6. 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).
- 7. 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 decisions will 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.

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a) Certificate of Contribution Usage

Name of organisationUnited Nations Environment ProgrammeApproved project titleICCWC Vision 2030

The total Contribution amount [redacted] 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 [redacted]

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

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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.

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

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