



Department
for Environment
Food & Rural Affairs

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Executive Secretary of the INC on Plastic Pollution
United Nations Avenue
Gigiri Nairobi,
Kenya
PO Box 30552-00100

27 February 2025

COMMERCIAL IN CONFIDENCE

Dear

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

Further to the letter dated 16/03/2023, contribution reference number, P-30832 I am writing to confirm the details of the grant funding arrangement regarding the contribution of £200,000 (two hundred thousand pounds) towards the Intergovernmental Negotiating Committee (INC), in addition to the UK's existing voluntary contribution set out in the letter referred to above.

Following the extension of the negotiating process into financial year 2025/26, the contribution term shall extend from the 31/03/2025 up to 30/09/2025 (the "Contribution Period"). The intended use of Defra's contribution remains consistent with the original contribution agreement. As previously, 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 unchanged: Authority:

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

Attention: Email:

Contribution Recipient:

Intergovernmental Negotiating Committee (INC)

Secretariat Attention:

Email:

Payment of contribution

The terms for the contribution are amended as follows, or otherwise unchanged:

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. 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
£200,000.00	April, 2025

2. The recipient will report at regular intervals and in line with the programme's annual reporting cycle for the duration of the programme. The reporting schedule is amended as follows:

Report	Date Due
1	October 2023
2	April 2024
3	30 September 2025

3. The following UN rules are applied to this agreement:

Article II. Utilization of the Contribution

Any interest income attributable to the contribution shall be credited to UNEP Account and shall be utilized in accordance with established UNEP procedures.

Article III. Activities to be implemented

The Activities to be implemented with the funds from the Donor are in accordance with the approved Programme of Work and priorities approved by the UN Environment Assembly in accordance with the UN/UNEP's Financial Regulations and Rules

Article IV. Administration and reporting

1. Management of the contribution and expenditures shall be governed by the regulations, rules and directives of UNEP.
2. UNEP shall provide to the Donor the following reports prepared in accordance with UNEP accounting and reporting procedures: Annual Programme Performance Reports and Board of Auditors' Financial Report and Audited Financial Statements

Article VII. Auditing

The contribution shall be subject exclusively to the internal and external auditing procedures provided for in the financial regulations and rules. Should an Audit Report of the Board of Auditors of UNEP contain observations relevant to the contributions, such information shall be made available to the Donor. Article VIII. Advertisement of the Contribution

1. The Donor shall not use the UNEP name or emblem, or any abbreviation thereof, in connection with its business or otherwise without the express prior written approval of UNEP in each case. In no event will authorization be granted for commercial purposes, or for use in any manner that suggests an endorsement by UNEP of The Government of the United Kingdom of Great Britain and Northern Ireland acting through the Department for Environment, Food and Rural Affairs

2. The Donor acknowledges that it is familiar with UNEP's ideals and objectives and recognizes DEFRA its products or services.

that its name and emblem may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status, reputation and neutrality of UNEP.

3. UNEP will report on the contribution to its Governing Bodies in accordance with its regular procedures regarding contributions. Other forms of recognition and acknowledgement of the contribution are subject to consultations between the Parties, but the manner of such recognition and acknowledgement shall always be consistent with the United Nations Rules and Regulations to that effect. Article X. Termination of the Agreement

This Agreement may be terminated by UNEP or by the Donor. The Agreement shall cease to be in force 30 (thirty) days after either of the Parties have given notice in writing to the other Party of its decision to terminate the Agreement.

Article XI. Amendment of the Agreement

The Agreement may be amended through an exchange of letters between the Donor and UNEP. The letters exchanged to this effect shall become an integral part of the Agreement.

Article XII. Settlement of Disputes

1. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Agreement or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with UNCITRAL Conciliation Rules then obtaining, or according to such procedures as may be agreed between the parties.

2. Any dispute, controversy or claim between the Parties arising out of or relating to this Agreement or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph within (60) sixty days after receipt by one Party of the other Party's request for the amicable settlement, shall be referred by either party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

Article XIV. Fraud and Corruption

1. Both Parties have a zero-tolerance towards fraud, corruption, bribery, theft, harassment, terrorist financing, money laundering, any other financial irregularities, abuse of authority, violation of the fundamental principles of procurement rules and discrimination and any other forms of misconduct ('Misconduct'). UNEP shall take prompt action in response to any Misconduct in accordance with its regulations and rules, including its Anti-Fraud and AntiCorruption Guidelines. The zero-tolerance policy applies to UNEP staff members, individual contractors, vendors, implementing partners and any other third parties which are engaged by UNEP in relation to the activities as indicated in the specific agreements with such individuals and third parties.

2. To this end, UNEP shall maintain standards of conduct governing the performance of its staff, including the prohibition of Misconduct in connection with the award and administration of contracts, grants, or other benefits, as set forth in UNEP's regulations, rules, procedures and policies.
3. If UNEP becomes aware of any credible allegations of Misconduct involving any activities funded in whole or in part with a contribution made under this Agreement, UNEP will, in accordance with its regulations, rules, policies and procedures, and contractual arrangements, report such allegations of Misconduct to the Investigations Division of the Office of Internal Oversight Services (OIOS), the internal oversight body of the United Nations.
4. UNEP will notify DEFRA as required on suspected fraudulent acts relating to the use of its funding in the implementation of the Project. Notifications will be issued in accordance with UNEP's regulatory framework and as soon as UNEP receives a preliminary complaint or report and when a final report by OIOS or UNEP is issued.

Article XV. Tackling sexual exploitation and abuse and sexual harassment

Both Parties have a zero-tolerance towards sexual harassment ("SH"), sexual exploitation and abuse ("SEA") and agree to the terms set out in the original contribution letter.

Article XVI. Responsibility

1. Each Party shall be solely and completely responsible and accountable for all services performed by its personnel, agents, employees, or contractors (hereinafter referred to as "Personnel").
2. Each Party will be responsible for dealing with any claims or demands arising out of its own actions or omissions, and those of its respective personnel, in relation to this Agreement.

Yours sincerely,

Name	
Title	Executive Secretary of the INC on Plastic Pollution
Signature	
Date	18 March 2025

Signed for and on behalf of UNEP

Signed for and on behalf of Defra

Name	
Title	Team Leader, Sustainable Marine Management

Signature	
Date	03/03/25