**ANNEX 1 – SAMPLE DRAFT SPONSORSHIP AGREEMENT (EXCHANGE OF LETTERS)**

**BETWEEN UN SECRETARIAT ENTITIES AND SPONSORED INGOS**

**[INSERT UN LETTERHEAD]**

 [INSERT DATE]

**Access to UN System-Wide COVID-19 Vaccination Programme**

Dear [INSERT NAME OF INGO HEAD],

 The United Nations Secretariat is leading and coordinating a vaccination effort to facilitate the vaccination of United Nations System personnel and other eligible persons in certain designated locations where such persons would not be covered or otherwise expected to receive vaccinations through national vaccination programmes (“UN System-Wide COVID-19 Vaccination Programme”),

 Responsibility for the coordination of the UN System-Wide COVID-19 Vaccination Programme in [INSERT COUNTRY] (the “Location”) has been assigned to [INSERT NAME] in the role of Local Vaccine Deployment Coordinator , who will serve as a focal point for the coordination of the UN System-Wide COVID-19 Vaccination Programme in the Location.

The UN recognizes that its partners from International Non-Governmental Organizations (“INGOs”), particularly those at the frontline of the response to COVID-19 pandemic, often work in challenging environments and may face risks associated with the spread of COVID-19.

Accordingly, it has been decided that the scope of the UN System-Wide COVID-19 Vaccination Programme will be extended to include personnel of designated INGOs, subject to availability, capacity, and eligibility determinations. Specifically, at this time, and subject to validation by the Local Vaccine Deployment Coordinator, the following persons will be eligible to register in the web-based platform being used for the implementation of the UN System-Wide COVID-19 Vaccination Programme (the “Vaccination Platform”) in order to be scheduled to receive a COVID-19 vaccination if and when the UN System-Wide COVID-19 Vaccination Programme is operational in the Location:

1. Personnel of designated INGOs that are engaged by UN System organizations in the implementation of the respective mandates of such UN System organizations and who are present in the Location; and
2. Accompanying dependents [who are at least 18 years of age] of internationalpersonnel of the INGOs mentioned in (a) above (dependents of national personnel of INGOs are not included in the scope of the UN System-Wide COVID-19 Vaccination Programme.) Qualification as a dependent of international personnel of INGOs is determined in accordance with each respective INGO’s regulations, rules and policies.

As an INGO engaged by the UN Secretariat in the implementation of the UN Secretariat’s mandate, your organization is included in the scope of the UN System-Wide COVID-19 Vaccination Programme, subject to the eligibility criteria (a) and (b) above and your organization’s agreement to the following conditions:

1. The COVID-19 vaccine is voluntary and is subject to the individual (or his or her legal guardian) providing consents substantially similar to those set forth in Annex A & B and a general release from liability substantially similar to that set forth in Annex C, each of which will be made available during the registration process on the Vaccination Platform and prior to vaccination;
2. Your organization shall be responsible for resolving, and shall indemnify, hold and save harmless, and defend, the United Nations, including its subsidiary organs, and United Nations system organizations from and against any claims by or related to the personnel of your organization and their dependents, in respect of (i) death, injury or illness; (ii) loss or damage to property, or (iii) alleged violations of rights, including the right to privacy of the personnel of your organization and their dependents, including those arising out of acts or omissions of your organization, or of your personnel or their dependents, or otherwise arising in connection with the UN System-Wide COVID-19 Vaccination Programme, including the COVID-19 Vaccine;
3. The inclusion of your personnel and their dependents in the UN System-Wide COVID 19 Vaccination Programme is separate from and without prejudice to any existing contractual arrangements between your organization and the United Nations or United Nations system organizations with regard to the implementation of any programmatic or other activities;
4. [Your organization will be responsible for cost sharing on a per person basis that will depend on the total number of individuals vaccinated. Your organization will be notified on the final per person amount when such amount is available. Your organization will be responsible for paying any invoices received pursuant to this paragraph within 30 days of receipt. Such invoice may be sent by email to the email address provided by your organization on the signature page of this letter;]
5. Your organization will cooperate with any inspections, audits or investigations that may be conducted by the United Nations in relation to the UN System-Wide COVID-19 Vaccination Programme including in relation to the eligibility requirements set forth in this letter;
6. Your organization shall not use the name or emblem of the United Nations, or the COVID-19 Response logo, without the prior written consent of the United Nations Secretariat;
7. In the event of any dispute, controversy, or claim arising between your organization and the United Nations Secretariat (hereinafter referred to collectively as the “Parties” and individually as the “Party”), in relation to the inclusion of your personnel and their dependents in the UN System-Wide COVID-19 Vaccination Programme in accordance with the terms of this letter the Parties shall use their best efforts to settle amicably through direct negotiations, any such dispute, controversy or claim. If these negotiations are unsuccessful, the Parties shall resolve the dispute in accordance with the UNICTRAL Arbitration Rules as the full and final resolution of the dispute, controversy or claim.

 We would be grateful if you could kindly confirm your organization’s agreement with the foregoing by countersigning this letter, below, and returning it to me.

 Nothing in this communication shall be deemed a waiver, express or implied, of the privileges and immunities of the United Nations, including its subsidiary organs, which are hereby expressly reserved.

 Sincerely yours,

[INSERT NAME AND TITLE OF RELEVANT UN OFFICIAL]

**Agreed and acknowledged by [INSERT NAME OF INGO]**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of authorized official of partner INGO

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position/Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

Contact details for focal point of partner INGO:

Contact details for receipt of invoices pursuant to paragraph [4] of this letter:

Name:

Mailing address:

Email address:

Enclosure

**Annex A - Required Consents**

1. Consent at Time of Initial Registration in the Vaccination Platform

This eligibility screening, registration and health management tool ("Vaccination Platform"), and the information provided herein will be used for the following purposes with respect to the UN System-Wide COVID-19 Vaccination Programme : to determine eligibility and prioritization and, as applicable, for scheduling and recording of relevant information, including health information entered by you or with respect to you in connection with the UN System-Wide COVID-19 Vaccination Programme.

Your submission of information through this Vaccination Platform constitutes your consent to the collection and disclosure of such information for the purpose of administering the vaccination to you, providing other medical care as may be necessary, and/or for the administration of the United Nations System-Wide COVID-19 Vaccination Programme.

I have read the above disclosure and wish to proceed with the use of the Vaccination Platform.

[REGISTER]

1. Informed Consent Prior to Confirming Date of Vaccination

I have read the information about the COVID-19 vaccination available here. [Link to vaccine information will be provided.] I understand that if my vaccine requires two doses, I will need to be given two doses of this vaccine in order for it to be effective.

 I request and consent that the COVID-19 vaccination be given to me by United Nations authorized personnel, agents or contractors.

 I reaffirm my consent to the collection and disclosure of the relevant information, including health information, in relation to the vaccination, which shall be used exclusively to administer the vaccination to me, provide other medical care as may be necessary, and/or for the administration of the United Nations System-Wide COVID-19 Vaccination Programme

1. [I provide my informed consent and confirm the appointment](https://neconfirm.everbridge.net/email/6053c67dbe038a0b43c938aa/polling?instanceId=NE8&broadcastId=6053c67b85a648796a6b7127&language=en-US&index=a4NXutjSwzE=) date, time and location set forth above.

2. I am unavailable for the appointment offered and request to be offered an alternative appointment.

**Annex B – General Release from Liability**

You are receiving this message following your expression of interest in receiving a COVID-19 vaccination under the UN System-Wide COVID-19 Vaccination Programme.

ALL persons, other than staff members of the UN Secretariat, staff members of any United Nations fund or programmes that are covered under Appendix D to the UN Staff Regulations and Rules, or United Nations military and police personnel who are covered under the United Nations uniformed personnel death and disability scheme are required to agree to the terms of this General Release from Liability.

If you do not agree to the General Release from Liability, you will not be able to receive a vaccine under the UN System-Wide COVID-19 Vaccination Programme.

General Release From Liability

I hereby recognize that the administration of the COVID-19 Vaccine to me by the United Nations, its authorized personnel, agents or contractors (hereafter “COVID-19 Administrator”)  (hereafter the “Services”), as well as all related medical care (if any) that may be provided to me by the United Nations and/or any COVID-19 Administrator  is solely for my own convenience and benefit, and may take place in areas or under conditions of special risk. In consideration of receiving such Services and related medical care, I hereby:

a.                   Assume all risks and liabilities in connection with the provision of such Services and related medical care;

b.                   Recognize that neither the United Nations, nor any of its officials, personnel, agents or contractors is liable for any loss, damage, injury or death that may be sustained by me during or as a result of the provision of such Services and related medical care;

c.                   Agree, for myself as well as for my dependents, heirs and estate, to hold harmless the United Nations, its officials, personnel, agents and contractors from any claim or action on account of any such loss, damage, injury or death; and

d.                   Agree, for myself as well as for my dependents, heirs and estate, that in the event that I sustain any loss, damage, injury or death during or as a result of the provision of the Services or any related medical care for which the United Nations, its officials, personnel, agents or contractors otherwise may be found to be liable, such liability, if any, shall be subject to the terms of paragraphs 8 and 9 of General Assembly resolution 52/247 of 17 July 1998, whether or not the medical care is provided in the context of peacekeeping operations and whether or not such terms are otherwise directly applicable by virtue of that resolution.

1. I agree to the terms of the General Release from Liability with regard to the administration of the COVID-19 Vaccine and any related medical services.

2. As the  [parent or legal guardian](https://neconfirm.everbridge.net/email/6052b7e15826412fc53cf33b/polling?instanceId=NE18&broadcastId=6052b7e049546637f8f42053&language=en-US&index=MwCAUrlJga8=) of the vaccine recipient, I agree on behalf of the vaccine recipient to the terms of the General Release from Liability with regard to the administration of the COVID-19 Vaccine and any related medical services.

 3. I do not agree to the terms of the General Release from Liability and recognize that I will not be able to receive the vaccine under the UN System-Wide COVID-19 Vaccination Programme.