

[INSERT LETTERHEAD OF OFFICE OF RESIDENT COORDINATOR]

[INSERT DATE]

Access to COVID-19 MEDEVAC System

Dear [INSERT NAME OF INGO HEAD],

In light of the current COVID-19 pandemic, the UN system has established a COVID-19 Medical Evacuation (“MEDEVAC”) System to provide MEDEVAC and related medical services to treat severe cases of COVID-19, subject to availability, capacity, eligibility, and a determination of clinical need.

As Resident Coordinator in [INSERT COUNTRY], I have designated responsibility for the coordination of the COVID-19 MEDEVAC System in [INSERT COUNTRY] to [INSERT NAME] in the role of COVID-19 Coordinator, who will serve as a focal point for the coordination of COVID-19 MEDEVACs, including the related logistics, technical aspects and administrative questions on a 24/7 basis.

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, the UN system organizations have decided to extend the scope of the COVID-19 MEDEVAC System to partner INGOs, subject to availability, capacity, and eligibility determinations. Specifically, at this time, the COVID-19 MEDEVAC System is made available to INGOs subject to all of the following eligibility criteria:

- (a) All personnel of INGOs that are engaged by UN system organizations in the implementation of their respective mandates and who are present in their duty location, are eligible for COVID-19 MEDEVACs and related medical services;
- (b) Accompanying dependents of international personnel of the INGOs mentioned in (a) above are eligible for COVID-19 MEDEVACs and related medical services. (Dependents of national personnel of INGOs are not currently included in the COVID-19 MEDEVAC System.) Eligible dependents of international personnel of INGOs are determined in accordance with each respective INGO’s regulations, rules and policies, subject to confirmation by the partner UN entity Focal Point and the COVID-19 Coordinator;
- (c) Access to COVID-19 MEDEVAC System by persons in all categories listed above is subject to the UN MEDEVAC Cell’s confirmation of the (i) clinical need for that individual to receive MEDEVAC services as determined in accordance with the COVID-19 Framework; (ii) capacity in the field to provide the requested services; and (iii) sufficient availability of funds in support of the COVID-19 MEDEVAC System.

As an INGO engaged by a UN system organization in the implementation of that organization's mandate, your organization is included in the scope of the COVID-19 MEDEVAC System, subject to the eligibility criteria (a)–(c) above. Further, access to the COVID-19 MEDEVAC System will be provided subject to your organization's agreement to the following conditions:

1. Treatment of COVID-19 patients at the country level remains the first line of defense. Local treatment should be supplemented by the option of COVID-19 MEDEVAC only when the latter is deemed clinically necessary.
2. The COVID-19 MEDEVAC System does not supersede any medical evacuation arrangements of your organization and is not intended to replace protective measures to be taken by each INGO in relation to its personnel and their dependents. Instead, these arrangements supplement and complement the measures and actions of each INGO.
3. All MEDEVACs and related services, including medical services, are provided to the abovementioned eligible persons on a voluntary basis and are subject to the individual (or his or her legal guardian) signing the enclosed information disclosure consent form and general release from liability form. This form is to be completed by the COVID-19 patient or a guardian and any eligible accompanying non-medical escort, as soon as possible. (Only in cases where the COVID-19 MEDEVAC patient is a minor (under 18 years), will a non-medical escort be permitted to accompany the patient on the MEDEVAC flight.) The form must then be submitted to the COVID-19 Coordinator in the event of the initiation of a MEDEVAC request, and prior to receipt of services.
4. Your organization assumes all risks and liabilities in connection with the provision of MEDEVAC and related services, including medical services. In this regard, your organization shall be responsible for resolving, and shall indemnify, hold and save harmless, and defend, the United Nations and United Nations system organizations from and against any claims by personnel of your organization and eligible dependents, including those arising out of acts or omissions of your organization, or of your personnel or their eligible dependents arising in connection with the provision of MEDEVAC and any related services, including medical services, by the United Nations or United Nations system organizations.
5. The provision of MEDEVACs and related services, including medical services, 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.
6. In all cases, and regardless of the treatment location, air ambulance transportation from the international point of departure and ground ambulance transportation from the arrival airport to the treatment facility will be paid from the UN system's central fund dedicated to the COVID-19 MEDEVAC Framework ("central fund").

7. Where patients are treated in medical facilities with which the UN system has or will conclude a formal arrangement for the provision of medical services, the central fund will be used to pay for medically necessary, reasonable and customary medical costs and expenses for services related to intensive and high dependency treatment of COVID-19; and reasonable additional incidental expenses, such as personal and hygiene items (toothbrush, shower gel) telephone/TV, drinks, newspapers, incurred during intensive and high dependency treatment of COVID-19. Cigna, as the COVID-19 MEDEVAC System's designated third-party administrator, will process all invoices for treatment in the initial receiving facility, and pay the hospital directly for the expenses outlined above. Where these payments include elements related to post-intensive and high dependency care, your organization is required to reimburse the UN system for these costs, as soon as possible.
8. Where patients are treated in facilities with which the UN system does not have and will not conclude a formal arrangement for the provision of medical services, your organization agrees to pay for all medical services, hospital accommodation costs, and reasonable incidental expenses. Cigna shall receive invoices for such services and shall reroute them to your organization. In such circumstances, your organization will be responsible for the payment of these invoices either through direct payment or existing insurance arrangements at its discretion, as soon as possible.
9. In all cases and regardless of treatment location, your organization, either through insurance or other available means, will be responsible for any and all costs after the patient's discharge from intensive/high dependency care, including, but not limited to, other in-patient treatment, outpatient services, room and board during the convalescent period, any applicable entitlements from your organisation, as well as onward or return travel to the MEDEVAC point of origin or elsewhere. Your organization shall also be responsible for all costs incurred by any non-medical escort, including the costs of international travel and accommodation for the non-medical escort. In the case that the non-medical escort is accompanying a patient who is a minor, the cost of travel in the same air ambulance would be paid from the central fund.
10. To facilitate the receipt of such medical services in these facilities by patients of your organization, your organization is required to complete the enclosed Letter of Guarantee and return it to the COVID-19 Coordinator in the event of a MEDEVAC request and prior to the receipt of services.
11. Your organization will be responsible for managing all administrative and human resource issues of the abovementioned eligible persons, as well as those of any non-medical escorts, such as family members, who may have accompanied the patient during the MEDEVAC. The United Nations will endeavour to assist as much as possible in this regard. This includes ensuring that the patient and escort have valid travel documentation (e.g. passports). As part of the COVID-19

MEDEVAC System, the UN system will aim to facilitate the right of entry of the patient and any non-medical escort into the relevant country of treatment.

12. Your organization will be responsible for all aspects (including costs) of any repatriation processes (including repatriation of remains), for the abovementioned eligible persons, as well as for any non-medical escorts.

13. Your organization's agreement to the following dispute resolution provision:

In the event of any dispute, controversy, or claim arising between your organization and any UN system organization in relation to the provision of MEDEVACs and related services, including medical services (hereinafter referred to collectively as the "Parties" and individually as the "Party"), 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 agree on an appropriate mode of settlement.

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 OF THE RESIDENT
COORDINATOR]

Agreed and acknowledged by [INSERT NAME OF INGO]

Name of authorized official of partner INGO

Position/Title

Date

Enclosure

ATTACHMENT

Notice: All persons, including UN staff members, are required to sign the below Information Disclosure Consent Form as a condition of being provided with COVID-19 MEDEVAC Services by the United Nations

**INFORMATION DISCLOSURE CONSENT FORM
FOR UN COVID-19 MEDICAL EVACUATION (MEDEVAC) SERVICES**

I, the undersigned, hereby agree that my medical records or any information relating to my health status or personal information may be released or transferred, in accordance with applicable national laws, regulations, policies and procedures, to any treating physician(s), medical institution(s), my employer, any UN system organizations involved in the MEDEVAC services, third party service provider engaged by the UN to review, process and issue payments for medical services, and/or relevant national authorities that may be involved in providing or assisting with, or have authority over COVID-19 medical services, in connection with the provision of COVID-19 medical evacuation services by the UN.

(Complete if applicable) I am the parent or legal guardian of _____ (insert name) (“my child”), and hereby agree to the above-mentioned release or transfer of my child’s medical records or information relating to my child’s health status for the provision of COVID-19 medical evacuation services by the UN.

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|-------------------------|--------------------|----------|------|
| Signature of individual | Name of individual | Employer | Date |
|-------------------------|--------------------|----------|------|

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| Signature of witness | Name of witness | Employer | Date |
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Notice: All persons, other than staff members of the UN or its funds and programmes, are required to sign the below General Release from Liability Form as a condition of being provided with COVID-19 MEDEVAC Services by the United Nations

**GENERAL RELEASE FROM LIABILITY FORM
FOR UN COVID-19 MEDICAL EVACUATION (MEDEVAC) SERVICES**

I, the undersigned, hereby recognize that my travel on ground and/or air transportation for medical evacuation purposes due to my medical condition relating to COVID-19, as well as all medical care that may be provided to me by the UN, UN entities, UN contractors and/or government authorities and their personnel, 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 transportation and medical care, I hereby:

- (a) Assume all risks and liabilities in connection with the provision of such transportation and medical care;
- (b) Recognize that neither the United Nations, nor any of its officials, employees or agents 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 transportation and medical care;
- (c) Agree, for myself as well as for my dependents, heirs and estate, to hold harmless the United Nations and all its officials, employees and agents from any claim or action on account of any such loss, damage, injury or death;
- (d) Acknowledge that any air transportation for medical evacuation purposes is not offered as a commercial service or a service for the general public; that the air transportation may be operated in an area of possible hazardous conditions, including hostilities; that the operating air transportation conditions and facilities may not meet International Civil Aviation Organization (“ICAO”) or other international or national standards, which could pose special risks for the flight; and my travel on this flight is not covered by the Warsaw Convention and/or Montreal Convention, or related authorities;
- (e) 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 medical care for which the United Nations 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

¹ In paragraphs 8 and 9 of its resolution 52/247 of 17 July 1998, the General Assembly:

“8. *Decides* that, where the liability of the Organization is engaged in relation to third-party claims against the Organization resulting from peacekeeping operations, the Organization will not pay compensation in regard to such claims submitted after six months from the time the damage, injury or loss was sustained, or from the time it was discovered by the claimant, and in any event after one year from the termination of the mandate of the peacekeeping operation, provided that in exceptional circumstances, such as described in paragraph 20 of the report of the Secretary-General (A/51/903), the Secretary-General may accept for

(Complete if applicable) I am the parent or legal guardian of _____ (insert name) (“my child”), and hereby agree to my child’s travel on ground and/or air transportation and to the provision of medical care to my child on the above conditions, in the context of COVID-19 medical evacuation services by the UN.

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|-------------------------|--------------------|----------|------|
| Signature of individual | Name of individual | Employer | Date |
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| Signature of witness | Name of witness | Employer | Date |
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consideration a claim made at a later date;

“9. *Decides also*, in respect of third-party claims against the Organization for personal injury, illness or death resulting from peacekeeping operations, that:

(a) Compensable types of injury or loss shall be limited to economic loss, such as medical and rehabilitation expenses, loss of earnings, loss of financial support, transportation expenses associated with the injury, illness or medical care, legal and burial expenses;

(b) No compensation shall be payable by the United Nations for non-economic loss, such as pain and suffering or moral anguish, as well as punitive or moral damages;

(c) No compensation shall be payable by the United Nations for homemaker services and other such damages that, in the sole opinion of the Secretary-General, are impossible to verify or are not directly related to the injury or loss itself;

(d) The amount of compensation payable for injury, illness or death of any individual, including for the types of loss and expenses described in subparagraph (a) above, shall not exceed a maximum of 50,000 United States dollars, provided, however, that within such limitation the actual amount is to be determined by reference to local compensation standards;

(e) In exceptional circumstances, the Secretary-General may recommend to the General Assembly, for its approval, that the limitation of 50,000 dollars provided for in subparagraph (d) above be exceeded in a particular case if the Secretary-General, after carrying out the required investigation, finds that there are compelling reasons for exceeding the limitation;”

LETTER OF GUARANTEE

I, the undersigned, being duly authorized, hereby confirm that

_____ (Entity Name)

undertakes to pay the costs and expenses listed below that may be incurred when treating the below patient in the below treatment facility arising from medical evacuations coordinated through the United Nations Medevac Cell for COVID-19:

PATIENT INFORMATION:

Patient Name: _____

Patient Date of Birth: _____

Employer: _____

Treatment facility: _____

ENTITY INFORMATION:

Signature of Entity Official and Date: _____

Name/Title: _____

Email: _____

Phone number: _____

The above-mentioned Entity agrees to be responsible for the payment of (i) medically necessary, reasonable and customary medical costs and expenses for services related to treatment of COVID-19, and (ii) reasonable additional incidental expenses, such as personal and hygiene items (toothbrush, shower gel) telephone/TV, drinks, newspapers, incurred during such services.

Receipt of invoices is centrally managed by a third-party provider, Cigna International Health Services BVBA. Invoices together with a copy of this Letter of Guarantee should be addressed no later than within six months of the patient's discharge from the treatment facility to: UN System-Wide Medevac Task Force (policy 522) at UNCovidMedevac@cigna.com.

Payment will be effected by bank transfer. Please include bank details (bank name, account number, sort code or ABA/ACH, SWIFT, IBAN, etc.) and an email address for submission of the payment advice.

Payment may be withheld in respect of any invoice in the event that, the costs and expenses outlined in the invoice do not reflect actual services provided or incidental expenses incurred, the listed costs and fees do not correlate with the cost of medical services or incidental items that are customarily charged by this treatment facility, or if the treatment facility has not provided sufficient documentation in support of the invoice.

Nothing in this document 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.