

### Note Verbale

The United Nations Office for Project Services (UNOPS) presents its compliments to the Permanent Mission of Georgia to the United Nations, and has the honor to refer to the exchange of Notes Verbales between the Government of Japan and the Government of Georgia dated 10 April 2020 concerning the delivery of 'Avigan' (*favipiravir*) to countries affected by COVID19 through the emergency aid availed generously by the Government of Japan.

In this regard, UNOPS hereby proposes and kindly requests the Government of Georgia to agree to the following terms and conditions regarding the support to be provided by UNOPS.

- (1) UNOPS, through its suppliers, shall deliver 12,200 tablets of Avigan for the benefit of the Government of Georgia at the Tbilisi International Airport with the DAP INCOTERM (excluding clearance) and with the Ministry of Foreign Affairs as the consignee, and provide the Government of Georgia with a delivery schedule, together with the relevant shipping documents such as the bill of lading, packing list, medical certifications and country of origin documentation, as soon as practicable. Once the shipment is received, the Government of Georgia shall provide UNOPS with an acknowledgement regarding the receipt of Avigan as soon as practicable.
- (2) UNOPS shall not be responsible for customs clearance, warehousing and in-country distribution of Avigan, as well as the relevant costs associated with these activities, including any fees, duties, taxes, demurrage and storage costs. These shall be coordinated and covered directly by the Government of Georgia.
- (3) The Government of Georgia shall ensure the proper use of Avigan in accordance with the guidance to be provided directly by Japan, as well as applicable WHO guidance and national legal requirements.
- (4) The Government of Georgia agrees to bear all responsibility for any consequence, including side effects, accidents and damages, arising from the use or other actions in respect of Avigan.
- (5) The Government of Georgia acknowledges that UNOPS shall not bear any responsibility or liability of any kind for any consequence, including side effects, accidents and damages, arising from the use or other actions in respect of Avigan.
- (6) The Government of Georgia shall indemnify, defend, hold and save harmless UNOPS, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against UNOPS, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to the use or other actions relating to Avigan.



UNOPS kindly requests the Government of Georgia to respond to this Note Verbale to confirm the acceptance of the aforementioned conditions. UNOPS further proposes that this Note and the Government of Georgia's reply in the affirmative shall constitute an agreement between UNOPS and the Government of Georgia entering into force on the date of your reply. If you have any questions on these, please contact Mr. Gurel Gurkan at [gurelg@unops.org](mailto:gurelg@unops.org).

The United Nations Office for Project Services avails itself of this opportunity to renew to the Permanent Mission of Georgia to the United Nations the assurances of its highest consideration.



New York, 23 April 2020

The Permanent Mission of the Government of Georgia to the United Nations  
NEW YORK

Note Verbale (From the Government of Georgia to UNOPS)

**Note Verbale**

The Permanent Mission of the Government of Georgia to the United Nations presents its compliments to the United Nations Office for Project Services (UNOPS), and with reference to UNOPS's Note Verbale dated **DATE** regarding the delivery of Avigan to the countries affected by COVID19.

In this regard, the Government of Georgia agrees to the following terms and conditions proposed by UNOPS:

- (1) The Government of Georgia will receive 12,200 tablets of Avigan through UNOPS's supplier at Tbilisi International Airport with the DAP INCOTERM (excluding clearance) and with the Ministry of Foreign Affairs as the consignee, as well as the delivery schedule and shipping documents from UNOPS. According to the regulations of the Government of Georgia, these documents should include **LIST OF DOCUMENTS REQUIRED**. Once the shipment is received, the Government of Georgia will provide UNOPS with an acknowledgement regarding the receipt of Avigan as soon as practicable.
- (2) The Government of Georgia shall coordinate customs clearance and in-country distribution of Avigan directly, and cover any costs associated with these such as fees, duties, taxes, demurrage and storage costs, using its own funds, noting that UNOPS is not responsible for these activities.
- (3) The Government of Georgia shall ensure the proper use of Avigan in accordance with the guidance to be provided directly by Japan, as well as the applicable WHO guidance and national legal requirements.
- (4) The Government of Georgia agrees to bear all responsibility for any consequence, including side effects, accidents and damages, arising from the use or other actions in respect of Avigan.
- (5) The Government of Georgia acknowledges that UNOPS shall not bear any responsibility or liability of any kind for any consequence, including side effects, accidents and damages, arising from the use or other actions in respect to Avigan.
- (6) The Government of Georgia shall indemnify, defend, hold and save harmless UNOPS, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against UNOPS, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to the use or other actions relating to Avigan.



In accordance with the proposal made by UNOPS, the Government of Georgia agrees that UNOPS' Note and this reply shall constitute an Agreement between UNOPS and the Government of Georgia entering into force on the date of this reply.

The Government of Georgia avails itself of this opportunity to renew to UNOPS the assurances of its highest consideration.

New York, XX April 2020

United Nations Office for Project Services  
NEW YORK