February 22, 2021

Dear Honorable Minister of Health,

We write to share an update and follow up with you with regards to the initial limited volume of the COVID-19 vaccine requiring ultra-cold chain produced by Pfizer/BioNTech. On January 29, we communicated that you would receive 29,250 Pfizer/BioNTech doses subject to completion of a set of next steps. Pfizer's requirements to conduct their own due diligence assessments for each country, has meant, unfortunately, that the process to finalise those next steps and, thus, the process towards making the supply available has been slower than initially anticipated.

After several conversations with Pfizer over the last three weeks, we regret to inform you that delivery of these doses targeted for delivery in Q1 will be delayed pending resolution of Pfizer's additional due diligence requirements which are over and above the readiness assessment performed by the Regional Review Committee. To accelerate a solution, the COVAX Facility would like to facilitate a conversation between Georgia and Pfizer this week. Your Senior Country Manager or COVAX Facility focal point will be in touch shortly to schedule such a tripartite meeting.

We are outlining below the context and some of the actions that will need to be taken in the future upon further communication with Pfizer.

Given the particular cold chain requirements of the Pfizer-BioNTech vaccine, Pfizer will be delivering vaccine doses directly to COVAX Participants. This is different from how UNICEF SD handle supply of all vaccines, including COVAX vaccines from other manufacturers. Given the direct delivery, countries receiving Pfizer-BioNTech vaccine will need to undertake certain obligations towards Pfizer which are outlined in a Side Letter to the Pfizer Indemnification & Liability Agreement. To document these obligations, Pfizer is requesting each country procuring Pfizer-BioNTech doses through UNICEF SD execute the Side Letter and Indemnification & Liability Agreement attached to this communication.

In addition to the terms in the Indemnification & Liability Agreement, Pfizer may also ask your country for additional legal assurances or financial guarantees to backstop the Indemnification and Liability Agreement. Under the terms of its agreement with UNICEF, it may do so where it reasonably considers that there are legal or financial risks in relation to the indemnification obligations. Such risks are not unique and would normally be dealt with in the course of a direct supply agreement discussion. In this circumstance where Pfizer has not established a direct supply agreement with Georgia, as supply agreements for supply are in place with either UNICEF, Pfizer has requested to discuss these points directly with Georgia.

The COVAX Facility will facilitate a conversation between Georgia and Pfizer to discuss the specific risks and complexities flagged by Pfizer, and to work with you on the steps necessary to enable supply to proceed as soon as possible.

Once the points flagged above have been resolved, the parties can proceed to complete and execute the Indemnification & Liability Agreement and Side Letter. Attached with this letter are a draft Indemnification & Liability Agreement and Side Letter that will need completing from a country perspective later.

As an immediate next step, your Senior Country Manager or COVAX Facility focal point will be in touch to schedule a tripartite meeting with Pfizer for later this week. For questions to the COVAX Facility please do not hesitate to reach

out to your Senior Country Manager or COVAX Facility focal point and keep WHO and UNICEF colleagues included in this communication in copy.

Sincerely,

Aurélia Nguyen
Managing Director
Office of the COVAX Facility