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. Signature of individual Name of individual Employer Date

Employer

Date

Name of witness

Signature of witness

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;<sup>1</sup>

-

<sup>&</sup>lt;sup>1</sup> In paragraphs 8 and 9 of its resolution 52/247 of 17 July 1998, the General Assembly:

<sup>&</sup>quot;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

("my child"), and here	le) I am the parent or legal g by agree to my child's travel are to my child on the above of the UN.	on ground and/or air tr	•
Signature of individual	Name of individual	Employer	Date
Signature of witness	Name of witness	Employer	Date

paragraph 20 of the report of the Secretary-General (A/51/903), the Secretary-General may accept for consideration a claim made at a later date;

<sup>&</sup>quot;9. *Decides also*, in respect of third-party claims against the Organization for personal injury, illness or death resulting from peacekeeping operations, that:

<sup>(</sup>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;

<sup>(</sup>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;

<sup>(</sup>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;

<sup>(</sup>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;

<sup>(</sup>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;"