

Critical EU-Pfizer Agreement Leaked

Advanced Purchase Agreement for COVID-19 Vaccines for EU Member States

By [Dr. Robert Malone](#)

Global Research, October 07, 2022

[Who Is Robert Malone](#) 6 October 2022

Region: [Europe](#)

Theme: [Intelligence](#), [Science and Medicine](#)

All Global Research articles can be read in 51 languages by activating the Translate This Article button below the author's name.

To receive Global Research's Daily Newsletter (selected articles), [click here](#).

Follow us on [Instagram](#) and [Twitter](#) and subscribe to our [Telegram Channel](#). Feel free to repost and share widely Global Research articles.

Italian activists sent me the signed November 2020 Advance Purchase Agreement (APA) between the EU member states and Pfizer/BioNTech. This appears to be genuine, but has not been independently verified.

The 59 page contract and the 45 pages of attachments can be found [here](#).

Due to the vast amount of information in this document, I am not going to try to analyze it all today. In fact, I am hoping that my readers, other reporters, attorneys and analysts will help with this task. I do ask (not required in any way) that if you write up your results and want to link the document, that you link back to the Malone Institute landing page and the PDF documents found there.



EUROPEAN COMMISSION
Directorate-General for Health and Food Safety

ADVANCE PURCHASE AGREEMENT (“APA”)¹ for the development, production, priority-purchasing options and supply of a successful COVID-19 vaccine for EU Member States

SANTE/2020/C3/043 - SI2.838335

Please use this document responsibly - I have not altered anything in it.

Rather than try to recreate what is in the document, please read for yourself. Over the course of time, expect more analysis.

*

Quoted text directly from the Agreement:

1.1.1 Quality tests and checks The Contractor shall perform all bulk holding stability, manufacturing trials, validation (including, but not limited to, method, process and equipment cleaning validation), raw material, in-process, bulk finished product and stability (chemical or microbial) tests or checks required to assure the quality of the Product and tests or checks required by the Specifications and Good Manufacturing

11.6.4 Limits on liability

(i) Taking into account the unprecedented nature of the current COVID-19 situation and the exceptional circumstances under which the Vaccine shall be delivered, the parties explicitly agree that the Contractor and its Affiliates cannot be held liable for any damages except for proven damages which are suffered by the Commission or the Participating Member States as a direct consequence of a breach by the Contractor or its Affiliates of its obligations under this APA or a Vaccine Order Form, and that the Contractor and its Affiliates shall in any case not be liable for late deliveries (subject to the Contractor's obligation to use Best Reasonable Efforts as contained in Article 1.6.3), loss of revenue, loss of anticipated savings, loss of business, loss of profit, loss of goodwill, reputational damages, losses from economic disruption or cost of alternative supply.

11.6.4 No limitation of liability

(i) Nothing in this APA excludes or limits the liability of either party for:

(a) wilful intent, fraud or fraudulent misrepresentation;

(b) any breach of Article 11.9 (Confidentiality);

(i) Nothing in this APA excludes or limits the liability of either party for:

(a) wilful intent, fraud or fraudulent misrepresentation;

(b) any breach of Article 11.9 (Confidentiality);

(1.12.1) The Commission, on behalf of the Participating Member States, declares that the use of Vaccines produced under this APA will happen under epidemic conditions requiring such use, and that the administration of Vaccines will therefore be conducted under the sole responsibility of the Participating Member States. Hence, each Participating Member State shall indemnify and hold harmless the Contractor, their Affiliates, sub contractors, licensors and sub-licensees, and officers, directors, employees and other agents and representatives of each (together, the "Indemnified Persons") from and against any and all liabilities incurred, settlements as per Article 1.12.6, and reasonable direct external legal costs incurred in the defence of Third Party Claims (including reasonable attorney's fees and other expenses) relating to harm, damages and losses as defined in Article 1.12.2 (together, the "Losses") arising from or relating to the use and deployment of the Vaccines in the jurisdiction of the Participating Member State in question.

1.12.8 The parties explicitly agree that:

(i) any warranties given by the Contractor, whether express or implied, under this APA as regards compliance with Good Manufacturing Practice or conformity of the Product with the Specifications shall be without prejudice to the provisions of this Article I.12, which shall apply independently of and prevail over such warranties, including any (claimed) breach of such warranty; and

a Participating Member State does not have the right to suspend and/or otherwise not perform its obligations under this clause

except where the Participating Member State puts forward reasonable evidence that one of the situations listed in this Article I.12.1(i) and (ii) is applicable and the matter is brought for dispute resolution under Article I.13

ANNEX III: PARTICIPATING MEMBER STATES

Germany France Italy Spain Austria Greece Cyprus Malta Denmark Sweden Finland Ireland Portugal Belgium Luxembourg Netherlands Poland Romania Bulgaria Slovenia Croatia, Czech Republic Hungary Slovakia Lithuania Latvia Estonia

*

Note to readers: Please click the share buttons above or below. Follow us on Instagram and Twitter and subscribe to our Telegram Channel. Feel free to repost and share widely Global Research articles.

The Worldwide Corona Crisis, Global Coup d'Etat Against Humanity

by Michel Chossudovsky

Michel Chossudovsky reviews in detail how this insidious project “destroys people’s lives”. He provides a comprehensive analysis of everything you need to know about the “pandemic” — from the medical dimensions to the economic and social repercussions, political underpinnings, and mental and psychological impacts.

“My objective as an author is to inform people worldwide and refute the official narrative which has been used as a justification to destabilize the economic and social fabric of entire countries, followed by the imposition of the “deadly” COVID-19 “vaccine”. This crisis affects humanity in its entirety: almost 8 billion people. We stand in solidarity with our fellow human beings and our children worldwide. Truth is a powerful instrument.”



Year: 2022, PDF Ebook, Pages: 164, 15 Chapters

[Purchase directly from the Global Research Online Store](#)

You may also purchase directly at [DonorBox “Worldwide Corona Crisis” Campaign Page!](#) (NOTE: User-friendly)

The original source of this article is [Who Is Robert Malone](#)
Copyright © [Dr. Robert Malone](#), [Who Is Robert Malone](#), 2022

[Comment on Global Research Articles on our Facebook page](#)

[Become a Member of Global Research](#)

Articles by: [Dr. Robert Malone](#)

Disclaimer: The contents of this article are of sole responsibility of the author(s). The Centre for Research on Globalization will not be responsible for any inaccurate or incorrect statement in this article. The Centre of Research on Globalization grants permission to cross-post Global Research articles on community internet sites as long the source and copyright are acknowledged together with a hyperlink to the original Global Research article. For publication of Global Research articles in print or other forms including commercial internet sites, contact: publications@globalresearch.ca

www.globalresearch.ca contains copyrighted material the use of which has not always been specifically authorized by the copyright owner. We are making such material available to our readers under the provisions of "fair use" in an effort to advance a better understanding of political, economic and social issues. The material on this site is distributed without profit to those who have expressed a prior interest in receiving it for research and educational purposes. If you wish to use copyrighted material for purposes other than "fair use" you must request permission from the copyright owner.

For media inquiries: publications@globalresearch.ca