Maybe Scrolly?

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PFIZERLEAK: EXPOSING THE PFIZER MANUFACTURING AND SUPPLY AGREEMENT.

(thread)

Background:
Pfizer has been extremely aggressive in trying to protect the details of their international COVID19 vaccine agreements.

Luckily, I've managed to get one.

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Pfizer Draft [redacted]
CONFIDENTIAL

MANUFACTURING AND SUPPLY AGREEMENT

[redacted]

PFIZER EXPORT B.V.,

[redacted]

[redacted]

AND

[redacted]

Because the cost of developing contracts is very high and time consuming (legal review cycles), Pfizer, like all corporations, develop a standardized agreement template and use these agreements with relatively minor adjustments in different countries.

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These agreements are confidential, but luckily one country did not protect the contract document well enough, so I managed to get a hold of a copy.

As you are about to see, there is a good reason why Pfizer was fighting to hide the details of these contracts.
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1.11 "**Confidential Information**" means all confidential or proprietary information, other than Exempt Information, in any form, directly or indirectly disclosed to Recipient or its [redacted]

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Representatives by or on behalf of the Disclosing Party pursuant to this Agreement, regardless of the manner in which such information is disclosed, delivered, furnished, learned, or observed, either marked "Confidential" or, if oral, declared to be confidential when disclosed and confirmed in writing within thirty (30) days of disclosure. Confidential Information includes, without limitation, the terms and conditions of this Agreement. Failure to mark Confidential Information disclosed in writing hereunder as "Confidential" shall not cause the information to be considered non-confidential, with the burden on the Disclosing Party to prove such information clearly should have been known by a reasonable person with expertise on the subject matter, based on the nature of the information and the circumstances of its disclosure, to be Confidential Information, provided that the Disclosing Party has otherwise made good faith efforts to clearly mark Confidential Information as such.

First, let's talk about the product:
The agreement not only covers manufacturing of vaccines for COVID19 and its mutations, but also for "any device, technology, or product used in the administration of or to enhance the use or effect of, such vaccine".

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1.54 "**Vaccine**" shall include (a) all vaccines manufactured, in whole or in part, or supplied, directly or indirectly, by or on behalf of Pfizer or BioNTech or any of their Affiliates pursuant to this Agreement that are intended for the prevention of the human disease COVID-19 or any other human disease, in each case which is caused by any of the virus SARS-CoV-2, and/or any or all related strains, mutations, modifications or derivatives of the foregoing, (b) any device, technology, or product used in the administration of or to enhance the use or effect of, such vaccine, or (c) any component or constituent material of (a) or (b).

If you were wondering why #Ivermectin was suppressed, well, it is because the agreement that countries had with Pfizer does not allow them to escape their contract, which states that even if a drug will be found to treat COVID19 the contract cannot be voided.

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> Purchaser acknowledges and agrees that (i) Pfizer's efforts to develop and manufacture the Product are aspirational in nature and subject to significant risks and uncertainties, and (ii) the fact that any other drug or vaccine to prevent, treat or cure COVID-19 infection is successfully developed or granted authorization earlier than the granting of Authorization for the Product shall not change the current situation of urgent needs for prevention of the spread of the COVID-19 infection that poses serious threats to and harmful effects on the lives and health of the general public.

Supplying the product:

"Pfizer shall have no liability for any failure to deliver doses in accordance with any estimated delivery dates... nor shall any such failure give Purchaser any right to cancel orders for any quantities of Product."

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> Accordingly, Pfizer and its Affiliates shall have no liability for any failure by Pfizer or its Affiliates to develop or obtain Authorization of the Product in accordance with the estimated dates described in this Agreement. Even if the Product is successfully developed and obtains Authorization, Pfizer shall have no liability for any failure to deliver doses in accordance with any estimated delivery dates set forth herein (other than as expressly set out in this Agreement), nor shall any such failure give Purchaser any right to cancel orders for any quantities of Product.

"Pfizer shall decide on necessary adjustments to the number of Contracted Doses and Delivery Schedule due to the Purchaser ... based on principles to be determined by Pfizer ... Purchaser shall be deemed to agree to any revision."

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2.5 Product Shortages.

(a) If Authorization is received but there is insufficient supply to deliver the full number of Contracted Doses on the Delivery Schedule (including the Adjusted Delivery Schedule), including to the extent any shortage is due to a requirement of Pfizer to divert available supply of the Product to another market, Pfizer shall work collaboratively to provide notice (and manage any communications associated with any Product shortages). Following receipt of such notification, Purchaser shall [redacted]

[redacted]

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execute any instructions set out in the notice in a timely fashion (and in no event longer than 24 hours). Subject to the foregoing, including any requirement by Pfizer to divert Product to another market, Pfizer shall decide on necessary adjustments to the number of Contracted Doses and Delivery Schedule due to the Purchaser to reflect such shortages based on principles to be determined by Pfizer under the then existing circumstances ("**Allocation**") which shall be set out in such notice. Purchaser shall be deemed to agree to any revision.

Just to make it clear:
"Purchaser hereby waives all rights and remedies that it may have at Law, in equity or otherwise, arising from or relating to:.. any failure by Pfizer to deliver the Contracted Doses in accordance with the Delivery Schedule."

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(b) Purchaser hereby waives all rights and remedies that it may have at Law, in equity or otherwise, arising from or relating to: (i) any failure by Pfizer to develop or obtain Authorization of the Product in accordance with the estimated dates described in this Agreement; or (ii) any failure by Pfizer to deliver the Contracted Doses in accordance with the Delivery Schedule. In the event of an inconsistency between the provisions of this Section 2.5 (Product Shortages) and those of other sections of this Agreement, the provisions of this Section 2.5 (Product Shortages) shall control and supersede over those of other sections of this Agreement to the extent of such inconsistency.

Once again: "Under no circumstances will Pfizer be subject to or liable for any late delivery penalties."

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2.6 Delivery Delays.

Under no circumstances will Pfizer be subject to or liable for any late delivery penalties.

You can't return the product, no matter what:

"Pfizer will not, in any circumstances, accept any returns of Product (or any dose)...no Product returns may take place under any circumstances."

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(d) Without prejudice to Section 4.4, Purchaser acknowledges that Pfizer will not, in any circumstances, accept any returns of Product (or any dose). In particular, following receipt of the Product in accordance with this Section 2.8, no Product returns may take place under any circumstances (inclusive of future changes in stock, expired Products, changes in Product allocation, delivery, demand or new product launch).

Now for the BIG SECRET:
$12 per dosage for about 250K units.

Funny that this is the price for a small amount of dosages when Pfizer was charging the US $19.50 per dose.

US taxpayers got screwed by Pfizer, probably also Israel.

the-sun.com/news/3049901/h...

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3.2 Invoices and Payment.

(a) In partial consideration of the Contracted Doses, Purchaser shall pay an upfront payment of $2,997,540 USD (calculated as $12.00USD/dose multiplied by 249,795 of the Contracted Doses) within thirty (30) days of receipt of an invoice from Pfizer issued upon Purchaser's receipt of Approval set forth in Section 9.6 (the "**Advance Payment**"); provided, however, that Pfizer shall have no obligation to ship or deliver Product until receipt of the Advance Payment. All amounts due hereunder shall be converted to EUR which shall be determined based on the exchange rate used by The Wall Street Journal, Eastern U.S. Edition, one (1) Business Day prior to the date of this Agreement.

How much does the Pfizer vaccine cost?
AS more Americans continue to get vaccinated against coronavirus, US states have proceeded to lift Covid restrictions. As of June 2021, over a 140million Americans are fully vaccinated, or 42.3 per...
https://www.the-sun.com/news/3049901/how-much-does-pfizer-covid-vaccine-cost/

About payment, the country has no right "to withhold, offset, recoup or debit any amounts owed to Pfizer, whether under this Agreement or otherwise, against any other amount owed (or to become due and owing) to it by Pfizer or a Pfizer Affiliate."

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(c) Purchaser shall not, and acknowledges that it will have no right, under this Agreement, any Purchase Order, any other agreement, document or Law, to withhold, offset, recoup or debit any amounts owed (or to become due and owing) to Pfizer, whether under this Agreement or otherwise, against any other amount owed (or to become due and owing) to it by Pfizer or a Pfizer Affiliate.

Damaged goods:
THE ONLY WAY to get a recall is if you can prove cGMP fault.

"For clarity, Purchaser shall not be entitled to reject any Product based on service complaints unless a Product does not materially conform to Specifications or cGMP."

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4.4 Rejection of Product; Disposal of Rejected Shipments.

(a) Purchaser may reject any Product that does not materially conform to Specifications or cGMP ("**Non-Complying Product**") by providing written notice of rejection to Pfizer and the delivery carrier and setting out detailed reasons for such rejection: (i) immediately (and in no event more than 24 hours) upon delivery at the Point of Delivery; (ii) immediately and in any event within 24 hours of delivery at the Place(s) of Destination of such Non-Complying Product to Purchaser; or (iii)

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immediately and in no event more than 24 hours upon its first knowledge of a Latent Defect. In the event notice is not provided within 24 hours from delivery, the Product shall have been deemed accepted. Pfizer shall respond to any rejection and notice of Non-Complying Product from Purchaser in a timely manner. For clarity, Purchaser shall not be entitled to reject any Product based on service complaints unless a Product does not materially conform to Specifications or cGMP.

(b) Pfizer shall conduct an analysis of the causes of any such quality-related complaint, and shall report to Purchaser on any corrective action taken. If Pfizer's inspection and testing reveals, to Pfizer's reasonable satisfaction, that such items of the Product are Non-Complying Product and that any such non-conformity or defect has not been caused or contributed to by any abuse, misuse, neglect, negligence, accident, improper testing, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions or use contrary to any instructions issued by Pfizer, Pfizer shall use Commercially Reasonable Efforts to replace such Non-Complying Product as soon as practicable at no additional charge to Purchaser. In such circumstances, Pfizer will further arrange for reverse logistics for Product collection and manage the destruction of the Non-Complying Product. Until collection, Purchaser shall store and maintain the relevant Non-Complying Product in appropriately secure locations and in accordance with the manufacturers' specifications. Notwithstanding any other provision of this Agreement, this Section 4.4(b) contains Purchaser's sole and exclusive remedy for Non-Complying Product. The provisions of this Section 4.4 (Rejection of Product; Disposal of Rejected Shipments) shall survive termination or expiration of this Agreement.

This agreement is above any local law of the state.

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as Appendix H [redacted] this Agreement is exempt from the application of all [redacted] Laws and each of the terms and conditions of this Agreement are fully enforceable, that the budgetary allocation set forth in Article 4 of the [redacted] in no respect limits Purchaser's funding or other obligations under this Agreement, including the indemnification obligations set forth in Article 8, that Purchaser has the authority to bind the [redacted] and that Purchaser has exercised that authority to bind the [redacted] as to each of the provisions and terms and conditions set forth in this Agreement;

Long term effects and efficiency:

"Purchaser acknowledges...the long-term effects and efficacy of the Vaccine are not currently known and that there may be adverse effects of the Vaccine that are not currently known."

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5.5 Purchaser Acknowledgement.

Purchaser acknowledges that the Vaccine and materials related to the Vaccine, and their components and constituent materials are being rapidly developed due to the emergency circumstances of the COVID-19 pandemic and will continue to be studied after provision of the Vaccine to Purchaser under this Agreement. Purchaser further acknowledges that the long-term effects and efficacy of the Vaccine are not currently known and that there may be adverse effects of the Vaccine that are not currently known. Further, to the extent applicable, Purchaser acknowledges that the Product shall not be serialized.

Termination for cause:
There are clauses about termination possibility, but in fact, as you saw so far, the buyer has almost nothing that can be considered a material breach, while Pfizer can easily do so if they don't get their money or if they deem so.

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6.2 Termination for Cause.

a) Pfizer may terminate this Agreement immediately upon written notice to Purchaser in the event of a material breach by the Purchaser of any term of this Agreement, which breach remains uncured for thirty (30) days following written notice to Purchaser of such material breach.

b) Purchaser may terminate this Agreement immediately upon written notice to Pfizer in the event of a material breach by Pfizer of any term of this Agreement, which breach remains uncured for thirty (30) days following written notice to Pfizer of such material breach.

c) Notwithstanding the foregoing, if such material breach, by its nature, cannot be cured, the terminating Party may terminate this Agreement immediately upon written notice to the other Parties. In the event that this Agreement is terminated by Pfizer under this Section 6.2, Purchaser shall pay within thirty (30) days of the date of notice of termination of this Agreement the full Price for all Contracted Doses less amounts already paid to Pfizer as of such date.

You must pay Pfizer for the dosages you ordered, no matter how much you consumed, regardless if Pfizer got it approved (it was a pre-EU approval) or if they delivered the Contracted Doses in accordance with any estimated delivery dates set forth herein.

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6.5 Effect of Termination.

(a) Upon expiry or termination of this Agreement for any reason:

(i) Purchaser shall pay any sums owed to Pfizer pursuant to this Agreement within thirty (30) days of the date of invoice for the same; and

(ii) each Party shall use Commercially Reasonable Efforts to mitigate both (1) the damages that would otherwise be recoverable from the other pursuant to this Agreement, and (2) any costs, fees, expenses or losses that may be incurred by a Party, or for which a Party may be responsible, under this Agreement, by taking appropriate and reasonable actions to reduce or limit the amount of such damages, costs, fees, expenses or losses.

(b) The termination or expiration of this Agreement shall not affect the survival and continuing validity of Sections 2.1(b)-(d), 2.5(b), 2.6, 2.7(b)-(e), 2.8, 3.1, 3.3, 3.4, 4.4, 4.5, 4.6, 4.7, 5.4, 5.5, 6.2 (last sentence), 6.5, 9.2, 9.3, 9.4, 9.5, 9.6, and Articles 1, 7, 8, 10, 11 and 12 or of any other provision which is expressly or by implication intended to continue in force after such termination or expiration.

(c) Expiry or termination of this Agreement for any reason shall be without prejudice to a Party's other rights and remedies or to any accrued rights and liabilities as the date of such expiry or termination; provided that (i) Pfizer shall have no liability for any failure by Pfizer to develop or obtain Authorization of the Product in accordance with the estimated dates described in this Agreement and (ii) even if the Product is successfully developed and Pfizer obtains Authorization, Pfizer shall have no liability for any failure to deliver Contracted Doses in accordance with any estimated delivery dates set forth herein.

"Purchaser hereby agrees to indemnify, DEFEND AND HOLD HARMLESS Pfizer, BioNTech (and) their Affiliates...from and against any and all suits, claims, actions, demands, losses, damages, liabilities, settlements, penalties, fines, costs and expenses..."

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8.1 Indemnification by Purchaser. Purchaser hereby agrees to indemnify, defend and hold harmless Pfizer, BioNTech, each of their Affiliates, contractors, sub-contractors, licensors, licensees, sub-licensees, distributors, contract manufacturers, services providers, clinical trial researchers, third parties to whom Pfizer or BioNTech or any of their respective Affiliates may directly or indirectly owe an indemnity based on the research, development, manufacture, distribution, commercialization or use of the Vaccine, and each of the officers, directors, employees and other agents and representatives, and the respective predecessors, successors and assigns of any of the foregoing ("**Indemnitees**"), from and against any and all suits, claims, actions, demands, losses, damages, liabilities, settlements, penalties, fines, costs and expenses (including, without limitation, reasonable attorneys' fees and other expenses of an investigation or litigation), whether sounding in contract, tort, intellectual property, or any other theory, and whether legal, statutory, equitable or otherwise (collectively, "**Losses**") arising out of, relating to, or resulting from the Vaccine, including but not limited to any stage of design, development, investigation, formulation, testing, clinical testing, manufacture, labeling, packaging, transport, storage, distribution, marketing, promotion, sale, purchase, licensing, donation, dispensing, prescribing, administration, provision, or use of the Vaccine.

The state must defend Pfizer:
"(Pfizer) shall notify Purchaser of Losses for which it is seeking indemnification... Upon such notification, Purchaser shall promptly assume conduct and control of the defense of such Indemnified Claims on behalf of (Pfizer)"

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8.2 Assumption of Defense by Purchaser. The Indemnitee(s) shall notify Purchaser of Losses for which it is seeking indemnification pursuant hereto ("**Indemnified Claims**"). Upon such notification, Purchaser shall promptly assume conduct and control of the defense of such Indemnified Claims on behalf of the Indemnitee with counsel acceptable to Indemnitee(s), whether or not the Indemnified Claim is rightfully brought; provided, however, that Purchaser shall provide advance notice in writing of any proposed compromise or settlement of any Indemnified Claim and in no event may Purchaser compromise or settle any Indemnified Claim without Indemnitee(s)'s prior written consent, such consent not to be unreasonably withheld. Indemnitee(s) shall reasonably cooperate with Purchaser in the defense of the Indemnified Claims.

However, "Pfizer shall have the right to assume control of such defense... and Purchaser shall pay all Losses, including, without limitation, the reasonable attorneys' fees and other expenses incurred."

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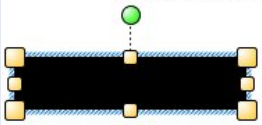
8.4 Assumption of Defense. Notwithstanding the foregoing and without prejudice to Section 12.6, Pfizer, directly or through any of its Affiliates or through BioNTech, may elect to assume control of the defense of an Indemnified Claim (a) within thirty (30) days of Indemnitee's notice to Purchaser of the Indemnified Claim or (b) at any time if, in Pfizer's sole discretion: (i) Purchaser fails to timely assume the defense of or reasonably defend [redacted]



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such Indemnified Claim(s) in good faith to the satisfaction of Pfizer (or Pfizer's Affiliates and BioNTech); or (ii) Pfizer believes (or any of Pfizer's Affiliates or BioNTech believe) in good faith that a bona fide conflict exists between Indemnitee(s) and Purchaser with respect to an Indemnified Claim hereunder. Upon written notice of such election, Pfizer shall have the right to assume control of such defense (directly or through either one of its Affiliates or BioNTech), and Purchaser shall pay (as incurred and on demand), all Losses, including, without limitation, the reasonable attorneys' fees and other expenses incurred by Indemnitee(s), in connection with the Indemnified Claim. In all events, Purchaser shall cooperate with Indemnitee(s) in the defense, settlement or compromise of the Indemnified Claim.

Pfizer is making sure the country will pay for everything:
"Costs and expenses, including... fees and disbursements of counsel, incurred by the Indemnitee(s) in connection with any Indemnified Claim shall be reimbursed on a quarterly basis by Purchaser"
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8.5 Privileges and Immunities. Purchaser acknowledges that its indemnification obligations under this Agreement are (a) expressly in addition to, and not limited by, any Privileges and Immunities, and (b) do not waive or relinquish Indemnitees' rights to any Privileges and Immunities.

8.6 Costs. Costs and expenses, including, without limitation, fees and disbursements of counsel, incurred by the Indemnitee(s) in connection with any Indemnified Claim shall be reimbursed on a quarterly basis by Purchaser, without prejudice to Purchaser's right to refund in the event that Purchaser is ultimately held in a final, non-appealable judgment or award to be not obligated to indemnify the Indemnitee(s).

Liability:
"this shall not include, nor constitute, product liability insurance to cover any third party/patients claims and such general liability insurance shall be without prejudice to Purchaser's indemnification obligation as set out in this Agreement."

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9.1 Insurance.

During the Term, Pfizer or its Affiliates shall self-insure or procure and maintain such types and amounts of general liability insurance to cover liabilities related to its activities under this Agreement as is normal and customary in the pharmaceutical industry generally for companies that are similarly situated and providing similar manufacturing and supply services. For absolute clarity, this shall not include, nor constitute, product liability insurance to cover any third party/patients claims and such general liability insurance shall be without prejudice to Purchaser's indemnification obligation as set out in this Agreement.

There is no limit to the liability of the country in case of:
"the indemnity given by it under Section 8 (Indemnification)" or if the Purchaser failed to pay Pfizer"

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9.3 Excluded Liability.

Nothing in this Agreement excludes or limits the liability of a Party for:

(i) fraud or fraudulent misrepresentation;

(ii) any breach of Section 10 (Confidential Information);

(iii) in the case of Purchaser, the indemnity given by it under Section 8 (Indemnification); or

(iv) in the case of Purchaser, failure to pay the Price for the Product or any other sums properly owing to Pfizer under this Agreement.

The Purchaser waives any right for immunity, it give up any law that might cap the obligation to pay damages to Pfizer.
Comment: The court is in NY has the capacity to hold international assets of a country if the country failed the contract.

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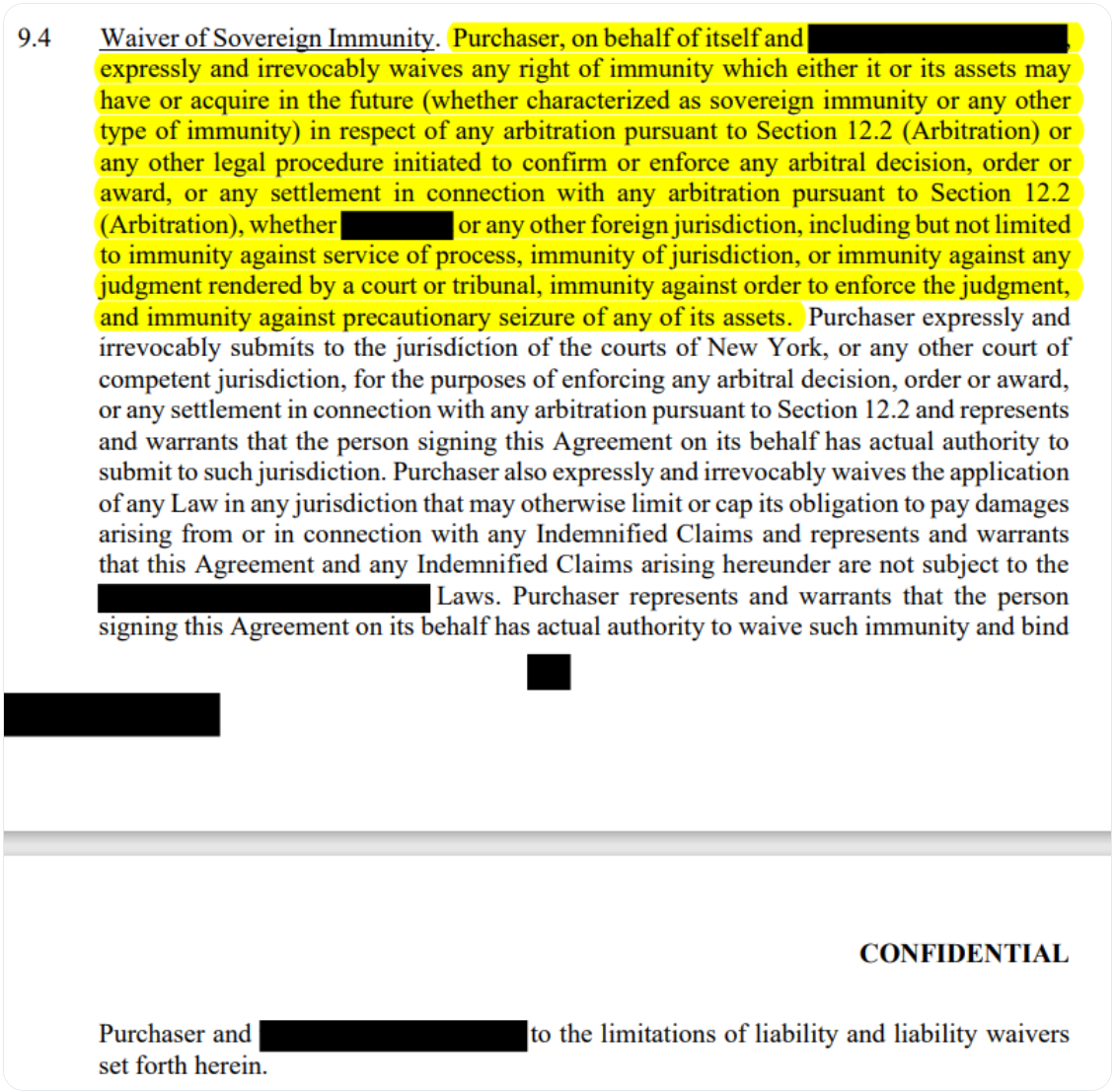

9.4 Waiver of Sovereign Immunity. Purchaser, on behalf of itself and [redacted], expressly and irrevocably waives any right of immunity which either it or its assets may have or acquire in the future (whether characterized as sovereign immunity or any other type of immunity) in respect of any arbitration pursuant to Section 12.2 (Arbitration) or any other legal procedure initiated to confirm or enforce any arbitral decision, order or award, or any settlement in connection with any arbitration pursuant to Section 12.2 (Arbitration), whether [redacted] or any other foreign jurisdiction, including but not limited to immunity against service of process, immunity of jurisdiction, or immunity against any judgment rendered by a court or tribunal, immunity against order to enforce the judgment, and immunity against precautionary seizure of any of its assets. Purchaser expressly and irrevocably submits to the jurisdiction of the courts of New York, or any other court of competent jurisdiction, for the purposes of enforcing any arbitral decision, order or award, or any settlement in connection with any arbitration pursuant to Section 12.2 and represents and warrants that the person signing this Agreement on its behalf has actual authority to submit to such jurisdiction. Purchaser also expressly and irrevocably waives the application of any Law in any jurisdiction that may otherwise limit or cap its obligation to pay damages arising from or in connection with any Indemnified Claims and represents and warrants that this Agreement and any Indemnified Claims arising hereunder are not subject to the [redacted] Laws. Purchaser represents and warrants that the person signing this Agreement on its behalf has actual authority to waive such immunity and bind [redacted]

[redacted]

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Purchaser and [redacted] to the limitations of liability and liability waivers set forth herein.

Condition to supply:
Purchaser must provide Pfizer protection from liability for claims and all Losses, must implement it via statutory or regulatory requirements, and the sufficiency of such efforts shall be in Pfizer's sole discretion.

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9.5 Conditions Precedent to Supply.

Purchaser represents that it has and will continue to have adequate statutory or regulatory authority and adequate funding appropriation to undertake and completely fulfil the indemnification obligations and provide adequate protection to Pfizer and all Indemnitees from liability for claims and all Losses arising out of or in connection with the Vaccine or its use. Purchaser hereby covenants and acknowledges and agrees that a condition precedent for the supply of the Product hereunder requires that Purchaser shall implement and maintain in effect such statutory or regulatory requirements or funding appropriation sufficient to meet its obligations in this Agreement prior to supply of the Product by Pfizer and thereafter shall maintain such statutory and regulatory requirement and funding appropriation, each as applicable, for so long as necessary to meet all of Purchaser's obligations under this Agreement, including, without limitation, any such obligations that, pursuant to Section 6.5, survive expiration or termination of this Agreement. For clarity, the sufficiency of such statutory or regulatory requirements or funding appropriation shall be in Pfizer's sole discretion. Purchaser acknowledges that Pfizer's supply of Product hereunder is in reliance (without any duty of investigation or confirmation by or on behalf of Pfizer or its Affiliates), *inter alia*, on Purchaser's representations and covenants under this Section 9.5, Purchaser implementing and maintaining in effect the requirements and funding appropriation described in this Section 9.5 and the other representations and warranties made by Purchaser under this Agreement.

Confidentiality, part 1:
"Each Recipient shall safeguard the confidential and proprietary nature of the Disclosing Party's Confidential Information with at least the same degree of care as it holds its own confidential or proprietary information of like kind"

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10. **CONFIDENTIAL INFORMATION**.

10.1 Non-Use and Non-Disclosure.

Each Recipient shall, and shall cause its Representatives which have access to the Disclosing Party's Confidential Information to, maintain in strict confidence, and shall not disclose to any third party, all Confidential Information observed by or disclosed to it by or on behalf of the Disclosing Party pursuant to this Agreement. In particular, the

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Purchaser shall protect any Confidential Information pursuant to this Agreement on the bases of applicable provisions of public procurement and/or information right Laws in Albania for the protection of confidential information, trade secrets, industrial property rights. Each Recipient shall not use or disclose such Confidential Information except as permitted by this Agreement. Each Recipient shall safeguard the confidential and proprietary nature of the Disclosing Party's Confidential Information with at least the same degree of care as it holds its own confidential or proprietary information of like kind, which shall be no less than a reasonable degree of care. The Recipient and its Representatives may use, copy, and make extracts of the Disclosing Party's Confidential Information only in connection with fulfilling its obligations under this Agreement and, without limiting the foregoing, shall not use the Confidential Information for the benefit of the Recipient or any of its Representatives, or for the benefit of any other Person. In the event that Recipient becomes aware of any breach of the obligations contained in this Section 10 (Confidential Information) by it or its Representatives, Recipient shall promptly notify the Disclosing Party in writing of such breach and all facts known to Recipient regarding same. In addition, if Recipient is required to disclose the Disclosing Party's Confidential Information in connection with any court order, statute or Government directive or requirement under any Law, Recipient shall give the Disclosing Party notice of such request, as soon as practicable, before such Confidential Information is disclosed so that the Disclosing Party may seek an appropriate protective order or other remedy, or waive compliance with the relevant provisions of this Agreement. If the Disclosing Party seeks a protective order or other remedy, Recipient shall promptly cooperate with and reasonably assist the Disclosing Party (at the Disclosing Party's cost) in such efforts. If the Disclosing Party fails to obtain a protective order or waives compliance with the relevant provisions of this Agreement, Recipient shall disclose only that portion of Confidential Information which its legal counsel determines it is required to disclose. Neither this Agreement nor the performance by a Party hereunder shall transfer to the Recipient any proprietary right, title, interest or claim in or to any of the Disclosing Party's Confidential Information (including, but not limited to, any Intellectual Property rights subsisting therein) or be construed as granting a license in its Confidential Information. Notwithstanding the foregoing, in all cases, (a) Purchaser may not disclose any of the financial or indemnification provisions contained in this Agreement, including, without limitation, the price per dose of Product or refundability of the Advance Payment or any information that could reasonably ascertain the price per dose of Product, without the prior written consent of Pfizer, and (b) Pfizer may disclose (i) Confidential Information to its Affiliates and BioNTech without prior written consent of Purchaser, and (ii) upon foreign government request, financial information relating to this Agreement, including cost per dose.

Confidentiality, part 2:

"Recipient shall disclose Confidential Information only to such of its Representatives who have a need to know such Confidential Information to fulfill its obligations under this Agreement"

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10.2 Recipient Precautions.

In order to comply with the obligations contained in this Section 10 (Confidential Information), Recipient shall take at least the following precautions: (a) Recipient shall exercise all reasonable efforts to prevent unauthorized employees and unauthorized third parties from gaining access to Confidential Information (and in no event less than reasonable care); (b) Recipient shall disclose Confidential Information only to such of its Representatives who have a need to know such Confidential Information to fulfill its obligations under this Agreement; provided, however, before any disclosure of Confidential Information, Recipient shall bind its Representatives receiving such Confidential Information to a written agreement of confidentiality at least as restrictive as this Agreement; and (c) prior to any disclosure, Recipient shall instruct its Representatives of the confidential nature of, and to maintain the confidentiality of, the Confidential Information. Recipient shall be responsible for all actions of its Representatives, including, without limitation, any breach of the terms hereof, regardless of whether or not such Representatives remain employed or in contractual privity with the Recipient.

Confidentiality, part 3:
The contract must be kept confidential for 10 years.
Why 30yrs in Israel?

"The provisions of this Section 10 (Confidential Information) shall survive the termination or expiration of the this Agreement for a period of ten (10) years"

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10.4 Survival.

The provisions of this Section 10 (Confidential Information) shall survive the termination or expiration of the this Agreement for a period of ten (10) years, except with respect to any information that constitutes a trade secret (as defined under Law), in which case the Recipient of such information will continue to be bound by its obligations under this Section 10 (Confidential Information) for so long as such information continues to constitute a trade secret, but in no event for a period of less than the ten (10)-year period specified above.

Arbitration & governing laws:

Arbitration must be done in New York, in according to Rules of Arbitration of the International Chamber of Commerce, govern by the laws of the State of New York, USA.

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12.2 Arbitration.

Any dispute, controversy, or claim arising out of, relating to, or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof, or relating to arbitrability or the scope and application of this Section 12.2 (Arbitration), shall be finally resolved by arbitration. The arbitration shall be conducted by three arbitrators, in accordance with the Rules of Arbitration of the International Chamber of Commerce ("**ICC**"). The claimant shall nominate an arbitrator in its request for arbitration. The respondent shall nominate an arbitrator within thirty (30) days of the receipt of the request for arbitration. The two (2) arbitrators nominated by the Parties shall nominate a third arbitrator, in consultation with the Parties, within thirty (30) days after the confirmation of the later-nominated arbitrator. The third arbitrator shall act as chair of the tribunal. If any of the three (3) arbitrators are not nominated within the time prescribed above, then the ICC shall appoint the arbitrator(s). The seat of the arbitration shall be New York, New York, U.S.A. and it shall be conducted in the English language. . The Parties undertake to maintain confidentiality as to the existence of the arbitration proceedings and as to all submissions, correspondence and evidence relating to the arbitration proceedings. This provision shall survive the termination of the arbitral proceedings. The costs of the arbitration, including, without limitation, the Parties' reasonable legal fees, shall be borne by the unsuccessful Party or Parties. However, the arbitral tribunal may apportion such costs between the Parties if it determines that apportionment is reasonable, taking into account the circumstances of the case. The arbitration award shall be final and binding on the Parties, and the parties undertake to carry out any award without delay. Judgment upon the award may be entered by any court having jurisdiction of the award or having jurisdiction over the relevant party or its assets.

12.5 Governing Law.

All disputes shall be governed by the Laws of the State of New York, USA, without regard to conflict of Law principles other than Section 5-1401 of the New York General Obligations Law, except that any dispute regarding the arbitrability or the scope and application of this Section shall be governed by the Federal Arbitration Act of the United States.

If specific ministry was assigned to safeguard the contract they must continue to so:
"...attempted assignment of rights or delegation or subcontracting of duties without the required prior written consent of the other Parties shall be void and ineffective."

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12.8 Assignment; Binding Effect.

Neither Purchaser nor Pfizer shall assign any of its rights or delegate or subcontract any of its duties and obligations under this Agreement without the prior written consent of the other Parties, which may be withheld at such Party's discretion, provided that Pfizer, without Purchaser's consent, may assign, delegate or subcontract any of its duties and obligations under this Agreement to an Affiliate of Pfizer, BioNTech or an Affiliate of BioNTech. Any such attempted assignment of rights or delegation or subcontracting of duties without the required prior written consent of the other Parties shall be void and ineffective. Any such assignment, delegation or subcontracting consented to by a Party in writing shall not relieve the other Parties of their responsibilities and liabilities hereunder and such assigning Party shall remain liable to other Parties for the conduct and performance of each permitted assignee, delegate and subcontractor hereunder. This Agreement shall apply to, inure to the benefit of and be binding upon the Parties hereto and

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their respective successors and permitted assigns. The Parties agree that this Agreement is not intended by a Party to give any benefits, rights, privileges, actions or remedies to any Person or entity, partnership, firm or corporation as a Third Party Beneficiary or otherwise under any theory of Law.

FINALLY, after I finished to go over the contract summarizing all the elements in it that are important, it is time to reveal the name of the country from which it was leaked.

And the winner is ... Albania!

#Albania
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I first stumbled upon a document, called KONTRATEN-E-PLOTE which translate to "Read the full contract".
gogo.al/wp-content/upl...

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Only later I discovered it was Albanian website that has published it on January 2021. They deserve ALL the credit for the leakage of the document, and journalists around the world deserves the shame for not discovering & reporting it.
gogo.al/ekskluzive-kon...
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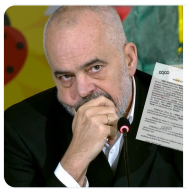

EKSKLUZIVE- Kontrata sekrete e qeverisë me "Pfizer" për vaksinat - Gogo.al
Kontrata e shumëpërfolur ndërmjet qeverisë shqiptare dhe korporatës farmaceutike "Pfizer" është siguruar ekskluzivisht nga "Gogo.al". Lidhur mes "Pfizer Export B.V" në Holandë dhe ministrive të Shënde...
https://gogo.al/ekskluzive-kontrata-sekrete-e-qeverise-me-pfizer-per-vaksinat/

FINAL WORDS:

Countries might claim they negotiated a better deal, but based on the evidence we have received from South America it seems this contract is real, and that it's similar to what was used worldwide.

PLEASE COMMENT!

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'Held to ransom': Pfizer demands governments gamble with state assets to secure vaccine deal
The Bureau has learned that the pharmaceutical giant also insists on indemnity against its own negligence in hardball negotiations with Latin American countries
https://www.thebureauinvestigates.com/stories/2021-02-23/held-to-ransom-pfizer-demands-governments-gamble-with-state-ass...

"One Health Ministry official, Yaron Niv, said in a separate Kan interview that each dose cost Israel $62."
@netanyahu is indeed a magician - he got Israel to pay 5 times more than Albania and made people worship him for this BAD deal.

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Israel marshals supplies in dash for full vaccination of at-risk groups
Israel is carefully husbanding supplies as it races to vaccinate all vulnerable citizens by late January and push for an early exit from the COVID-19 pandemic, officials said on Thursday.
https://www.reuters.com/article/us-health-coronavirus-israel-idUSKBN2950UC

This contract is actually worse than it seems.
Current Good Manufacturing Practice (CGMP) is regulated by the FDA.
cGMP will tell you NOTHING about mRNA, because we never had cGMP of mRNA vaccine, so you cannot prove cGMP malpractice.
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