

On 9 April 2021, NSW Chief Health Officer, Dr. Kerry Chant, signed an Authority which not only endorsed administration of the COVID-19 vaccines, but declared them a **poison**.ⁱ While this appears to contravene the Hippocratic Oath of 'I will give no deadly medicine to any one if asked', this classification highlights the degree of risk posed by a substance, including the controls needing to be exercised around their availability. Shortly thereafter, Victorian Health Minister, Martin Foley went on record as admitting the Covid-19 vaccines produced adverse, or retrogenic, reactions, yet maintained that **'the public health messaging still had to promote the available vaccines as being safe and effective'**.ⁱⁱ It goes some way towards demonstrating how the combination of money and political will can often exert an extraordinary influence on public-health edicts, with the risk-benefit ratio often obscured. Here is a politician acting in the official capacity of Health Minister being complicit in proffering goods and services with proven ability to pose an established risk to health, life and safety.

In a leaked 6 June 2021 Senate Select Committee recording, four weeks before his appointment as Secretary of the Department of Health, Dr. Brendan Murphy; as Commonwealth Chief Medical Officer and head of the Therapeutic Goods Association ("TGA"), instructed Parliament **not** to inform Australian citizens that they may suffer adverse effects irrespective of whether they have co-morbidities: 'No evidence that any underlying pre-existing medical conditions predispose [individuals]. It appears out of the blue, whether you have an underlying medical condition or not'.ⁱⁱⁱ He cautioned Senator Jackie Lambie against making public the Government's stance on withholding compensation: 'I would hope you wouldn't say to the public ... that would not be good'. He added: 'It has been a decision of Government not to go down that path'.^{iv}

Although the Government expressed interest in potentially purchasing the vaccine, Pfizer purportedly refrained from making an offer, in any level of detail, during that initial meeting. In the many high-level discussions that ensued, the Government and Pfizer worked through, and negotiated, aspects of the Agreement. Multiple versions whizzed back and forth as terms were hashed out.^v The Pfizer-Australia Agreement finally came into effect on 5 November 2020.

While the specifics of the 5 November 2020^{vi} Contract remain strictly confidential — for a period believed to be no less than 10 years^{vii} — it is understood the pharmaceutical giant furnished the same contract, largely unvaried in its terms, to each nation with which it entered into Agreement.^{viii} By the time Australia signed on, Pfizer had already executed deals with 34 countries for approximately one billion doses. This was substantiated by Pfizer's Director of Market Access, Ms. Louise Graham: 'By that point, yes, there were a range of deals and contracts already in place'.

On 13 May 2021, former General Manager and representative of the Pfizer laboratory in Brazil, Carlos Murillo, testified before Brazil's Parliamentary Inquiry Committee ("CPI") that Pfizer Inc. demanded **all** countries ascribe to the same contractual arrangement: '[T]he conditions for purchasing the immunizing agent were ... **the same for all countries**'.^{ix}

In the event legal action *is* launched, the Government 'shall promptly assume conduct and control of the defense of ... on behalf of [Pfizer, BioNTech] with counsel acceptable to [Pfizer, BioNTech et al]^x This does not preclude Pfizer from retaining its own counsel, participating in the Government's defense of any suit brought against it,^{xi} or assuming control of the defense itself.^{xii} At every interval in the development and rollout of this experimental vaccine, Pfizer reaps billions of dollars in profit while mitigating risk by laying all costs and liabilities at the feet of the Government. The threat posed to Pfizer, BioNTech and their Affiliates is so nominal as to be virtually non-existent. **If a patient dies, no one has the right to question Pfizer.** For absolute clarity, the company added the following clause: 'It should not be construed that Pfizer's decision to self-insure is in any way related to, nor does it constitute 'product liability insurance to cover any third party/patients claims and such general liability insurance'.^{xiii}

Fortunately we're protected by our own laws, right? Well ... no. 'This Agreement is exempt from the application of all ... Laws and each of the terms and conditions of this Agreement are fully enforceable ...

including the indemnification obligations'.^{xiv} The Pfizer Agreement stipulates that the Government '**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**'.^{xv} This provision is enumerated in Clause 9.5.

Termed a 'Condition Precedent', it denotes an event, condition or circumstance which must be satisfied prior to the Contract being considered operational and binding the parties to their contractual obligations. The 'Condition Precedent' in the Pfizer Agreement makes it unambiguously clear that, '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...'.^{xvi}

Moreover, should any dispute, arbitration or litigation arise, all laws and avenues of adjudication have effectively been neutered. Only the laws of the State of New York shall prevail.^{xvii} Just in case you were wondering, the Government and Pfizer expressly deny the existence of any relationship between them which may give rise to a fiduciary duty. For the sake of clarity and the avoidance of doubt, they are independent contractors.^{xviii}

Prime Minister Morrison noted that 'if you are vaccinated you present less of a public risk to yourself and to others around you, your work colleagues, your community and so if people present less of a health risk, then it only stands to reason that you would have different arrangements'.^{xix} What about the arrangements put in place by Pfizer with respect to the Government? Arrangements such as Clause and 2.1(b)(ii) and 2.8(d) in the make it necessary for countries to dole out the vaccine as aggressively as possible. The essence of these respective clauses encourages nations to suppress alternative treatment measures, while simultaneously acknowledging that COVID-19 poses a recognised and grave threat to the lives, health and safety of the general public. Notwithstanding this fact, any other drug or vaccine which may be found to successfully treat the virus must be concealed in favour of Pfizer; irrespective of whether it has been created or authorised *prior* to Pfizer's Comirnaty vaccine.^{xx}

Our Government needs to recognise and accept that the long-term effects and efficacy of the un-serialized Product remain unknown and may carry adverse consequences.^{xxi} In its 21 June 2021 Senate Select Committee chaired by Senator Katy Gallagher, it was put to Ms. Lisa Schofield, First Assistant Secretary of the Department of Health's Vaccine Taskforce, that early negotiations of July 2020 included 'whole-of-population' vaccination:

CHAIR: ...[A]t any point was the government offered anything in terms of a population-based vaccination program from Pfizer that was rejected?

Ms Schofield : I guess I'm not sure exactly what the question is.^{xxii}

Ms. Schofield later elaborated by offering an incomplete explanation: 'Pfizer have indicated this, I think, in testimony to this committee before, and certainly subsequent to that, that it was Pfizer that — ' Dr. Brendan Murphy shortly thereafter took up the thread when he confirmed that sufficient Pfizer doses do now exist for population-wide coverage, however he cautioned it was all a matter of timing.^{xxiii} Openly professing the Government's desire to make a strategic investment by getting into bed with Pfizer,^{xxiv} Dr. Murphy, in his wisdom, felt an initial 10 million doses should suffice because mRNA had never before been used in humans.^{xxv} Prior to the Pandemic, it had never made it to licensure, either.

So exactly how *are* these dosages metered out? It goes like this: The Commonwealth allocates the first batch to the States and Territories, but keeps the second in reserve for reasons of contingency. That second consignment is delivered on-schedule, three weeks later.^{xxvi} The logic? 'It achieves a virtual dynamic equilibrium'.^{xxvii}

During the convening of this Committee, the Chair took opportunity to level ‘lack of transparency’ allegations against Dr. Murphy:

CHAIR: [W]e trust you and have accepted your advice all the way through. But why is it when you have decisions being made around a vaccine portfolio that **there isn't any public information** about that; that **we just have to accept it is what you say it is**, that you said this and the government followed it? There is **no public information** about it; there's not even any list of when you meet. It just says that the group meets on an as-needs basis, determined by you.^{xxviii}

(References available upon request).
