Priority question for written answer P-004650/2020
to the Commission
Rule 138
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Subject: Indemnity and civil liability clauses in Advance Purchase Agreements for potential COVID-19 vaccines

Referring to an internal memo, the press has reported that Vaccines Europe, the European pharmaceutical industry’s vaccines lobby, has pushed the European Union for far-reaching exemptions from civil liability to protect its members from lawsuits if there are dangerous side effects from administering COVID-19 vaccines acquired through Advance Purchase Agreements. The Commission was quoted as saying that in the Advance Purchase Agreements for potential COVID-19 vaccines, it was looking for Member States to indemnify pharmaceutical companies for ‘certain liabilities’ ‘in order to compensate for such high risks taken by manufacturers’ ¹. These exemptions would thus transfer civil liability to the public.

1. Will the Commission publish the Advanced Purchase Agreements in order to guarantee full transparency in the use of public funds?

2. Can the Commission disclose the exact wording of the liability and indemnity clauses for each Advance Purchase Agreement?

3. Moreover, given that the Advance Purchase Agreements also de-risk necessary investments related to both vaccine development and clinical trials, as well as the preparation of at-scale production capacity along the entire vaccine production chain ², what exactly does the Commission mean by the ‘high risks’ taken by pharmaceutical companies?

¹ https://www.ft.com/content/12f7da5b-92c8-4050-bcea-e726b75ee4d