

28 May 2024

22357 Columbia Street
Dearborn, MI 48124-3431
607-280-9790 / pvs6@cornell.edu

Addressee	Primary Courtesy Copies *	
Mr. Douglas M. Lankler General Counsel Pfizer Incorporated - Suite 20 66 Hudson Boulevard East New York, NY 10001 212-733-2323 1Z1723W70205914304	Congressman Chip Roy U.S. Congress 103 Cannon HOB Washington, DC 20515 202-225-4236 1Z1723W70215061690	Congressman Dr. Brad Wenstrup U.S. Congress 2157 Rayburn HOB Washington DC 20515 202-225-3164 1Z1723W70208014085

Subject : Pfizer Contract Document –
Authenticity / Accuracy Confirmation Request

Reference : Letter / Contract Between Pfizer Incorporated
and the Republic of South Africa, dated 30 March 2021

Dear Mr. Lankler :

In April 2024 MP Andrew Bridgen entered into the public record of the House of Commons of the United Kingdom the referenced document (screenshot) and comments relating to such :

MANUFACTURING AND SUPPLY AGREEMENT

BETWEEN

PFIZER LABORATORIES PROPRIETARY LIMITED

AND

**THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA ACTING THROUGH
THE NATIONAL DEPARTMENT OF HEALTH OF SOUTH AFRICA (“NDOH”)**


* *Three page excerpt version of Reference.*

28 May 2024

Mr. Douglas M. Lankler
General Counsel
Pfizer Incorporated
Page 2 of 3

I have enclosed the 46-page version of the reference, now widely available. Page 36 of this alleged Pfizer contract displays the following (curiously dated and redacted) signature page :

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and delivered as of the date first written above.

PFIZER LABORATORIES (PROPRIETARY) LIMITED	THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA ACTING THROUGH THE NATIONAL DEPARTMENT OF HEALTH OF SOUTH AFRICA
Redacted by HJI 4 Sept 2023	
By  01/04/2021	 01-04-2021
Name: Rhulani Nhlani	Name: Dr. Sandile S.S. Buthelezi
Title: Cluster Lead: SSA and Country Manager: South Africa	Title: Director General of Health

As legal counsel for Pfizer please respond to the Subject request in hard copy and/or email to the addresses listed above. If appropriate please include denial of its authenticity / accuracy. Or, if appropriate, please provide confirmation in-part or in-whole of its authenticity / accuracy. In all review/evaluation instances please provide details.

As you are aware, a non-response from you, as legal counsel for Pfizer, will be interpreted by the public domain as authenticity/accuracy confirmation. If the enclosed version is completely inaccurate, having zero authenticity, please provide for public review an unredacted version; a version that is 100% authentic/accurate. Please respond within five business days of receipt of this letter/enclosure (~Thursday, 30 May 2024). Thanking you in-advance, I remain,

Cordially yours,

Paul V. Sheridan

enclosure

28 May 2024

Mr. Douglas M. Lankler
General Counsel
Pfizer Incorporated
Page 3 of 3

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Preliminary Courtesy Copies *

Mr. Donald J. Trump The Trump Organization 725 Fifth Avenue New York, NY 10022 212-715-7200 USPS 28 May 2024	Honorable Mr. Ken Paxton Attorney General of Texas 300 West 15th Street Austin, TX 78701 512-463-2100 UPS 1Z1723W70298513484	Congresswoman Marjorie Greene 25 Independence Avenue SE 403 Cannon HOB Washington, DC 20515 202-225-5211 UPS 1Z1723W70212271478
Mr. James R. Comer, Jr. United States Congress 2410 Rayburn HOB Washington, DC 20515 202-225-3115 USPS 28 May 2024	Congressman Jim Jordan United States Congress 2056 Rayburn HOB Washington, DC 20515 202-225-2676 USPS 28 May 2024	Senator Ron Johnson United States Senate 328 Hart Senate Office Bldg Washington, DC 20510 202-224-5323 USPS 28 May 2024
Congresswoman Harriet Hageman United States Congress 1531 Longworth HOB Washington, DC 20515 202-225-2311 USPS 28 May 2024	Congresswoman Nancy Mace United States Congress 1728 Longworth HO Bldg Washington, DC 20515 202-225-3176 USPS 28 May 2024	Congresswoman Anna Paulina Luna United States Congress 1017 Longworth House Off Bldg Washington, D.C. 20515 202-225-5961 USPS 28 May 2024
Senator Rand Paul United States Senate 2 Constitution Avenue, NE 167 Russell Senate Office Bldg, Washington, DC 20002 USPS 28 May 2024	Congressman Thomas Massie 45 Independence Avenue SW 2453 Rayburn HOB Washington, D.C. 20515 202-225-3465 USPS 28 May 2024	Congressman Matt Gaetz 45 Independence Avenue SW 2021 Rayburn HOB Washington, DC 20515 850-479-1183 USPS 28 May 2024
Mr. Thomas Fitton Judicial Watch - Suite 800 425 Third Street SW Washington, DC 20024 888-593-8442 USPS 28 May 2024	Ms. Alina Habba, Esq. Habba Madaio & Associates 1430 US Highway 206 Bedminster, NJ 07921 908-869-1188 USPS 28 May 2024	Mr. Kraig H. Kayser, Chairman ** Cornell U Board of Trustees 300 CCC Building 235 Garden Avenue Ithaca, NY 14850 607-255-5124 USPS 28 May 2024

* **Three page excerpt version of Reference.** ** **Cover letter only**

MANUFACTURING AND SUPPLY AGREEMENT

BETWEEN

PFIZER LABORATORIES PROPRIETARY LIMITED

AND

**THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA ACTING THROUGH
THE NATIONAL DEPARTMENT OF HEALTH OF SOUTH AFRICA ("NDOH")**

DATED AS OF

30 March 2021

political office, or any other Person, and has not sought and will not seek improperly or corruptly to influence any Government official, political party, candidate for political office, or any other Person, in order to gain an improper business advantage.

- (c) The Parties will comply with applicable economic sanctions, import, and export control laws, regulations, and orders in the performance of this Agreement.
- (d) Activities performed under this Agreement will not involve Restricted Parties (defined as the list of sanctioned parties maintained by the United Nations; the Specially Designated Nationals List and the Sectoral Sanctions Identifications List, as administered by the U.S. Department of the Treasury Office of Foreign Assets Control; the U.S. Denied Persons List, the U.S. Entity List, and the U.S. Unverified List, all administered by the U.S. Department of Commerce; the entities subject to restrictive measures and the Consolidated List of Persons, Groups and Entities Subject to E.U. Financial Sanctions, as implemented by the E.U. Common Foreign & Security Policy; and similar lists of restricted parties maintained by relevant governmental entities).
- (e) Notwithstanding any other provision of this Agreement, Pfizer shall not be required to take or refrain from taking any action prohibited or penalized under the laws of the United States or any applicable non-United States jurisdiction, including, without limitation, the antiboycott laws administered by the U.S. Commerce and Treasury Departments.

5.4 No Other Warranty.

Except to the extent set out expressly in this Agreement, all conditions, warranties or other terms which might have effect between the Parties or be implied or incorporated into this Agreement (whether by statute, common law or otherwise) are hereby excluded to the fullest extent permitted by Laws. Without prejudice to the general nature of the previous sentence, unless this Agreement specifically states otherwise and to the maximum extent permitted by Law, Pfizer expressly disclaims any representations or warranties with respect to the Product, including, but not limited to, any representation, warranties or undertaking as to (a) non-infringement of Intellectual Property rights of any third party, (b) that there is no requirement to obtain a license of third party Intellectual Property rights to enable the use or receipt of the Product, (c) merchantability, or (d) fitness for a particular purpose.

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.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and delivered as of the date first written above.

**PFIZER LABORATORIES
(PROPRIETARY) LIMITED**

**THE GOVERNMENT OF THE
REPUBLIC OF SOUTH AFRICA
ACTING THROUGH THE NATIONAL
DEPARTMENT OF HEALTH OF
SOUTH AFRICA**

Redacted by HJI
4 Sept 2023

By

01/04/2021

Name: Rhulani Nhlani

Title: Cluster Lead: SSA and Country
Manager: South Africa

01-04-2021

Name: Dr. Sandile S.S. Buthezi

Title: Director General of Health

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