K. The *Parties* recognise that the accelerated timelines to develop, produce, sell and supply the *Product* means that the *contractor* under no circumstance can warrant, or assume any liability, at the time of entry into force of this *APA* that the *Product* will be ultimately available or will produce the desired results, i.e. shows sufficient efficacy to prevent a *COVID-19* infection, or be without unacceptable side effects. The *Participating Member States* are willing to share those risks, which includes an obligation of the *Participating Member States* to indemnify the *contractor* and its CMOs in case of liability incurred, settlements paid and certain costs relating to

[2] Such agreement is based on Article 4(5)(b) of Regulation (EU) 2016/369 of 15 March 2016 on the provision of emergency support within the Union, OJ L 70, 16.3.2016, p.1, as amended by Council Regulation (EU) 2020/521 of 14 April 2020 activating the emergency support under Regulation (EU) 2016/369, and amending its provisions taking into account the COVID-19 outbreak, OJ L 117, 15.4.2020, p. 3. The agreement was approved Decision C(2020) 4192 final of 18 June 2020 (see Annex III to this *APA*).

Text

Epidemic peak is a NO GO for vaccination _ States had to ACCEPT the risks - it is THEUR sole responsibility

third party claims with respect to those risks under the conditions set out in this *APA*. The *Commission* and *Participating Member States* acknowledge that the use of *Products* will happen under epidemic conditions requiring such use, and that the administration of the *Product* will therefore be conducted under the sole responsibility of the *Participating Member States*.