

(English version)

**Question for written answer E-002576/26
to the Commission
Gerald Hauser (P/E)
(23 June 2026)**

Subject: Commission-Moderna contract: unanswered questions surrounding liability and effectiveness

Moderna CEO Stéphane Bancel publicly stated in 2023 that his company already knew about the 2020 pandemic in 2019 and was preparing to produce billions of vaccine doses ⁽¹⁾.

On 4 December 2020, Stéphane Bancel (Moderna) and Stella Kyriakides (EU Commission and EU Member States) signed the Moderna mRNA COVID-19 vaccine contract (SANTE/2020/C3/054 — SI2.838958). The signatories acknowledged that Moderna could under no circumstances warrant or assume any liability that the mRNA gene-based vaccine would produce the desired results or be free from ‘unacceptable side effects’ as a result of the ‘accelerated timelines’ for the development, production and delivery of the mRNA gene-based vaccine. Moderna has been exempted from any liability for vaccine damage in the event of death, physical, mental or emotional injury, illness or disability, or in the event of fear of physical, mental or emotional injury, illness or disability, property loss or damage to property or business interruption of a vaccinated person. Member States took on those risks, as they did the case of the BioNTech/Pfizer mRNA gene-based vaccine ⁽²⁾.

1. Why did the Commission accept the risk that Moderna’s gene-based vaccination could be ineffective and have ‘unacceptable side effects’?
2. Why has Moderna been released from any liability for vaccine damage?
3. Did the Commission know in 2019 that there would be a pandemic in 2020, requiring billions of vaccine doses?

Submitted: 23.6.2026

**Answer given by Mr Várhelyi on behalf of the European Commission
(21 August 2026)**

The Commission did not know in 2019 that there would be a pandemic in 2020.

In 2020, due to unprecedented circumstances created by the unfolding COVID-19 pandemic, to preserve and protect the health of the population, the EU, similarly to other parts of the world, invested in the ramping up of development and production of vaccines against COVID-19. Crucially, this investment was done before knowing whether any of these vaccines would prove successful.

These decisive actions taken at risk paid off and the development of vaccines has been successful, allowing a faster launch of a mass vaccination campaign in the EU.

The Commission and Member States considered early introduction of the vaccine to be in the interest of public health ⁽¹⁾. Member States indicated their willingness to reduce manufacturers’ risks linked to liability for adverse effects, in order to provide sufficient incentives to the manufacturers to enter the market.

The terms of the COVID-19 vaccine (advance) purchase agreements, including indemnification clauses, concluded with the pharmaceutical companies, were negotiated by a joint negotiation team and endorsed by the Member States representatives. Under the contractual terms, legal responsibility for the damages lies with the vaccine manufacturers.

However, Member States in principle indemnify vaccine manufacturers for the compensation of damages and legal costs on the condition that the claim is successful, except in cases where the damages result from wilful misconduct, gross negligence, or failure to comply with EU good manufacturing practices by the vaccine manufacturers.

¹ <https://report24.news/moderna-chef-erklaerte-beim-wef-schon-2019-von-der-pandemie-gewusst-zu-haben/>.

² https://www.activenews.ro/documente/1618676613043_APA%20Moderna_.pdf.

⁽¹⁾ <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:52020DC0245>.