



HOUSE OF COMMONS
CHAMBRE DES COMMUNES
CANADA

44th PARLIAMENT, 1st SESSION

Standing Committee on Public Accounts

EVIDENCE

NUMBER 054

Thursday, March 23, 2023

Chair: Mr. John Williamson



Standing Committee on Public Accounts

Thursday, March 23, 2023

• (1615)

[*English*]

The Chair (Mr. John Williamson (New Brunswick South-west, CPC)): I will open this meeting.

Thank you, first of all, for your understanding, everyone. We just had a few votes in the House of Commons.

[*Translation*]

Welcome to meeting No. 54 of the House of Commons Standing Committee on Public Accounts.

Pursuant to Standing Order 108(3)(g), the committee is meeting today as part of its study of Report 9 of the Auditor General of Canada, entitled “COVID-19 Vaccines”, and the motion adopted on Thursday, March 9, 2023.

[*English*]

I will read the text of the motion adopted:

That the committee invite, at the earliest opportunity, the representatives of Moderna, Sanofi, Pfizer, Medicago, AstraZeneca, Johnson & Johnson and Novavax, and the Law Clerk and Parliamentary Counsel, in view of its study on Report 9, COVID-19 Vaccines, of the 2022 Reports 9 and 10 of the Auditor General of Canada.

As members are aware, the committee is currently debating the motion of MP Nathalie Sinclair-Desgagné, which I will not read, but you're all very familiar with it.

Just to bring members up to speed, AstraZeneca, Johnson & Johnson and Novavax declined the invitation to appear, but they did send letters to the committee that you have and can consider. You should have received from the clerk these letters in both official languages.

I would now like to welcome our witnesses.

Thank you very much for agreeing to appear today.

From Medicago Inc., we have Toshifumi Tada, president and chief executive officer, by video conference. From Moderna, Inc., we have Patricia Gauthier, president and general manager, Canada. From Pfizer Canada, we have Najah Sampson, president, and Fabien Paquette, vaccines lead, mRNA vaccines and antiviral portfolio, by video conference, and from Sanofi Canada, we have Jean-Pierre Baylet, general manager, vaccines.

Also with us today is Michel Bédard, who the interim law clerk and parliamentary counsel. He will not be making an opening statement today, but he is here should there be any questions.

Each of the witnesses will have five minutes for their opening remarks. We will start with Medicago, then go to Moderna, Pfizer Canada and Sanofi Canada.

Mr. Tada, you have the floor for five minutes, please.

Mr. Toshifumi Tada (President and Chief Executive Officer, Medicago Inc.): Thank you very much.

Ladies and gentlemen, I would like to thank this committee for inviting me to attend with the panel of witnesses today.

My name is Toshifumi Tada, president and CEO of Medicago since May 2022. Before that, I was a director of the board for Medicago for four years, representing Mitsubishi Tanabe Pharma, our majority shareholder.

First, I would like to share with you that our shareholder, Mitsubishi Chemical Group, announced last month that it had decided to cease and proceed with an orderly wind up of our business and operations.

Medicago is a Canadian biopharmaceutical company with sites in Canada and the United States, specializing in the resource and development of new vaccines using plant-based virus-like particle technology. Our vaccine for the prevention of COVID-19, Covifenz, was approved by Health Canada in February 2022. This was intended as a first commercial product.

We had been preparing for the transition to commercial-scale production. However, considering the significant changes to the COVID-19 vaccine landscape, the global demand and market environment for the COVID-19 vaccines, and Medicago's internal challenges in transitioning to commercial-scale production, Mitsubishi Chemical Group determined that it would not pursue the commercialization of Covifenz.

They also judged that it was not viable to continue to make further investment in Medicago. It would have required hundreds of millions of dollars and years of testing to enable commercial-scale production. Therefore, we will cease our operations in the United States on April 14 of this year and in Canada on June 2 of this year.

Next, I would like to clarify Medicago's position on the requested disclosure of the adjuvanted vaccine supply contract, which we executed with Public Services and Procurement Canada on November 13, 2020. Given the cessation of our operations, our position is not to oppose the disclosure of an unredacted copy of the contract to the committee. However, we request that the committee keep the confidentiality of our commercial and clinical information in the contract in the context of its audit.

As we did in collaborating with PSPC to answer an access to information request in February 2021, we must stress again that the contract contains commercial and technical information that ought to remain confidential. We request the same grounds be given full weight and consideration by the committee and that the committee consequently ensure that all our commercial and technical information be kept confidential.

While we are working to wind up operations, some of our tangible assets, including facilities and equipment, and importantly, intangible assets such as our intellectual property rights, may be sold or transferred to other organizations. We must ensure that unauthorized disclosure of our confidential information will not jeopardize or lower the value of such transactions.

More specifically, and in summary, we request that the contract information redacted in our answer to PSPC in the context of the access to information request of February 2021 be kept confidential for the following three reasons.

First, such information is, in and of itself, confidential and has consistently been treated as such by PSPC and Medicago because it concerns our pricing, supply quantities, facility locations and availability plans, which have direct commercial applications.

Second, the disclosure of such information could reasonably be expected to result in material financial loss to us and to prejudice our competitive position, because it would permit our competitors to gain valuable insight into our proposed products and our marketing strategies and would unfairly enhance the position of such competitors.

Third, the disclosure of such information could reasonably be expected to interfere with our contractual or other negotiations with customers.

In conclusion, we respectfully request that the committee maintain the already recognized confidentiality of our commercial and technical information in the context of its audit.

Thank you very much for your attention.

• (1620)

The Chair: Thank you very much, Mr. Tada. I appreciate that.

Turning now to Moderna, Madam Gauthier, you have the floor for five minutes, please.

Ms. Patricia Gauthier (President, General Manager, Canada, Moderna Inc.): Good afternoon.

[*Translation*]

Thank you, Mr. Chair and members of the committee.

My name is Patricia Gauthier, and I represent Moderna Canada.

In November 2020, at the height of the pandemic, I was hired as Moderna Canada's first employee. Before COVID-19, Moderna was a small, research-oriented biotechnology company founded in 2010 to deliver on the promise of mRNA science to create a new generation of transformative medicines for patients. We had no marketed product.

At significant risk to our business survival, we made the bold choice to pivot all our focus towards playing a critical role in combatting the COVID-19 pandemic globally. The crux of that action was the development of a revolutionary new technology known as mRNA. Now globally known, mRNA was, at the time, a cutting-edge technology into which Moderna had invested over a decade of research. Because we had this platform, we were able to use it to create our vaccine in record time, just under 12 months. That vaccine remains our very first product.

Moderna had to scale its biomanufacturing operations to a global level. I did not have staff. I answered calls from government officials, members of Parliament and provincial officials expressing urgent needs. I worked with a small team globally.

[*English*]

We worked to secure a safe supply and ensure we were responsive to the needs of the federal and provincial governments in Canada. Core to our ability to meet this extraordinary request was the clear, good-faith balance between two key principles: The first was transparency to the government, and the second was the protection of intellectual property and commercially confidential information. With these elements, Moderna could focus on vaccine production to meet these urgent needs.

As we accelerated and partnered on our research, we also started building our manufacturing capacity in parallel. Now, three years on, our vaccine has been administered to nearly one billion people across the globe. It has played a vital role in helping us move toward an endemic world, which is vitally important, given the pandemic has taken the lives of more than 51,000 Canadians.

The Auditor General's report acknowledged the successful efforts of the Canadian government to secure a diversified supply of vaccine and therapies in this very intense period, early in the pandemic. The federal cabinet, relevant departments, the Public Health Agency of Canada and the Auditor General of Canada always have full access to our vaccine contracts, at all times. We also understand that Parliament has a full version of the contract, redacted only for the intellectual property and commercially confidential information we have discussed. This is the same type of redacted documents provided to other parliaments globally.

[*Translation*]

I would like to expand on the contextual importance of confidentiality as it relates to the biopharma model and its high-risk environment.

Ten years before the COVID-19 pandemic, we invested billions of dollars in private funding to develop and test our innovative mRNA platform. Our investment into this platform and its intellectual property has been possible due to the rules supporting innovation and research. In 2023, we will invest \$4.5 billion in research and development globally to continue transforming the future of medicine. To provide context, this is about twice the pharmaceutical industry standard.

• (1625)

[English]

There are two elements relevant to our discussion today. They are related to securing intellectual property and the rule of law, which link to the sensitivity of contracts with governments. The first is domestic access to secure, safe manufacturing supply chains, and the second is linked to Canada's international trade commitments.

By its very nature, biopharmaceutical intellectual property and its resulting supply chain are considered sensitive areas by governments globally. For Canada, this means our innovation and supply chain are captured in the national strategy for critical infrastructure and through the Government of Canada's biomanufacturing strategy. Many additional security, privacy and safety protocols apply to our research contracts and supply chain. To ensure that neither our innovation nor our vaccines are compromised, our manufacturing methods and production supply chains are treated with the strictest confidence.

The second important issue is related to Canadian international trade commitments. These commitments establish minimal protections globally, including patent and trade secrets. They encourage innovation. Canada has benefited from these multilateral international trade agreements. It's important that Canada's respect for these agreements continues.

Moderna is invested in building Canada's capacity and capabilities to play a key role in exploring the potential of mRNA technology for pandemic readiness and other scientific priorities, as well as onshoring the manufacture of vaccines here in Canada.

[Translation]

This innovation could not take place if it were not for the sound legal and regulatory foundations that exist here—made possible by legislators like yourselves. The knowledge that our contract information and supply chain details remain confidential is directly linked to how we operate globally.

I look forward to answering your questions and to continuing our constructive dialogue.

The Chair: Thank you very much, Mrs. Gauthier.

Ms. Sampson, you have the floor for five minutes.

[English]

Ms. Najah Sampson (President, Pfizer Canada): Good day, Mr. Chair and members of the committee. My name is Najah Sampson. I'm president of Pfizer Canada.

Thank you for your invitation to share Pfizer's perspective on the motion before you. I am here with my colleague Fabien Paquette, our mRNA vaccines and antiviral portfolio lead in Canada, who is joining us remotely.

Today I want to highlight why disclosure of our confidential agreements with the government sends a very concerning signal about how this country upholds its contractual obligations and could challenge its reputation as a reliable partner for future contracts across all business sectors.

First, I must tell you how proud Pfizer is of its partnership with the Canadian, provincial and territorial governments in our fight against one of the most complex health challenges of our time. What was accomplished on behalf of Canadians was unprecedented and should be recognized as a model for collaboration moving forward.

For our part, Pfizer has engaged in ongoing transparency with Canadian health officials and the public. Throughout the pandemic, we worked in lockstep with the public health authorities and with Health Canada to share all data related to our vaccine as it became available. We regularly shared our timeline of manufacturing targets to help manage expectations and logistics, and, as a result, public health authorities, health ministers, premiers and the federal government have praised Pfizer's collaboration and the reliability of our contribution to the immunization campaign.

Independent analysis of the Canadian vaccine response to the pandemic has been overwhelmingly positive. The Canadian Medical Association Journal concluded that Canada performed better than most other G10 countries in terms of vaccination rates, infection rates and mortality.

The Auditor General examined all agreements related to COVID-19 vaccines, and this committee had the opportunity to question her and numerous officials about her findings. Her report highlighted several success factors, including the expedited process to authorize, procure and distribute vaccines. The report also contains recommendations to make Canada's response to a future pandemic even more robust. Pfizer supports these recommendations and will continue to work with its partners in government on behalf of Canadians.

However, nowhere in the Auditor General's report does she recommend further scrutiny of vaccine provider contracts or the contracting process. In Pfizer's case, our work against COVID-19 continues. We remain actively engaged with authorities around the world on the supply of our vaccines, and each country has its own requirements for supply. We stand by the obligations we have accepted in our commercial agreements with these stakeholders. These contracts contain commercially sensitive information that would likely be of interest to our competitors and also prejudice our discussions with other partners.

We believe that proper and robust oversight of the vaccine procurement process, including parliamentary oversight, has occurred. Canada's response to the pandemic has been subject to public review by the country's highest auditor, and the AG fulfilled her commitment to Parliament and to Canadians.

Pfizer's approach around the world is to maintain the confidentiality of the agreements for all of our medications, and our COVID-19 vaccine has been no different. Respectfully, it is fair to say that disclosure of our confidential agreement would be an extraordinary use of authority. Contractual trust and stability remain a cornerstone for a country like Canada to attract investment and innovation. Although it isn't represented here today, we're quite sure that the Canadian government would agree with this principle. Eroding this predictability sends a concerning signal about how this country will uphold its contractual obligations, not just in health care but across all industries.

I ask members of this committee to take the time to carefully consider our perspective before creating a precedent with unintended consequences on Canada's reputation. It would send a strong message to business partners and to companies looking to invest here that here in Canada confidentiality protections negotiated in good faith with the federal government may not be binding.

Pfizer deeply values the level of co-operation with government throughout these unprecedented times, and we take very seriously the agreements that have governed this collaboration to date.

We appreciate the opportunity to share our perspective and welcome any questions you may have. Thank you.

• (1630)

The Chair: Thank you very much.

I will note something just to get ahead of some of the questions that will come, so that it doesn't continue to be an issue. It was referenced as well in some of the letters we received.

The motion before this committee is to maintain these documents in camera. That is to keep them secret. I will correct those who refer to this as being a public release of any sensitive documents. I just wanted to lay this out because it came up several times in several of the letters. I thought it should be corrected.

I will now turn to our last witness who is presenting.

Mr. Baylet from Sanofi, you have the floor for five minutes.

[*Translation*]

Mr. Jean-Pierre Baylet (General Manager, Vaccines, Sanofi Canada): Mr. Chair, hon. members of the Standing Committee on Public Accounts, good afternoon.

My name is Jean-Pierre Baylet, and I'm general manager of the vaccines unit at Sanofi Canada.

Sanofi is an innovative global health care company. It is driven by one calling: Pursue the miracles of science to improve people's lives. We develop treatments and vaccines that change the lives of patients around the world every day, including here in Canada, but also in the world's poorest countries.

Sanofi has been firmly rooted in Canada for more than a century. Over the decades, we have built one of the world's largest vaccine research, development and manufacturing facilities in Toronto on a 54-hectare campus.

Today, Sanofi is on track to make more than \$2 billion in investments in Canada by 2028.

As Canada's largest vaccine manufacturer, each year Sanofi protects over 7 million Canadians from infectious diseases and also exports to more than 60 countries around the globe.

We employ more than 2,000 people across Canada and help create thousands of associated jobs in many sectors. We provide work-study opportunities to over 100 Canadian students every year.

We invested \$143 million in research and development in 2021, making us one of the top life sciences investors in the country.

With respect to COVID-19, the partnership between the vaccine industry and public authorities has enabled Canada to achieve broad vaccine coverage, which contributed to reducing hospitalizations and deaths.

Sanofi has been one of the few companies to make its global manufacturing and supply network available to other companies so they can accelerate access to their vaccines worldwide.

This commitment to addressing urgent public health needs recently led us to make one of the largest investments in Canadian life sciences history, in partnership with federal, provincial and municipal authorities, to strengthen vaccine manufacturing capacity and national preparedness for future pandemics.

At Sanofi, we take the confidentiality of our business operations very seriously. We require confidentiality to be able to pursue our investments in Canada and abroad.

While we're committed to transparency, some of the information in the advance purchase agreement is very commercially sensitive. For this reason, the agreement includes confidentiality obligations, and Sanofi expects them to be met.

Strong intellectual property and trade secrets legislation are essential: They foster innovation and promote long-term growth.

The Auditor General's review and report on the COVID-19 vaccine contracts provides an objective and independent assessment under the law, and it doesn't compromise business confidentiality.

Disclosing commercially sensitive information would set a dangerous precedent.

In closing, Sanofi is committed to Canada and the health and well-being of Canadians every day. We want to continue to advance health care innovation with respect for the confidentiality of our business operations and our ability to remain competitive in Canada and abroad.

Thank you very much for your time.

• (1635)

The Chair: Thank you again.

[English]

I am now going to turn to questions from our members. The first four members will each have six minutes.

Dr. Ellis, you have the floor for six minutes.

Mr. Stephen Ellis (Cumberland—Colchester, CPC): Thank you very much, Mr. Chair.

Thank you to all the witnesses for being here.

I think it's interesting. Here we are, three years later. I can remember the early days of the pandemic very clearly, when I was running a COVID unit back in northern Nova Scotia. All of us wondered whether or not the world was going to end, yet here we are, three years later. It doesn't seem a whole lot has changed, but many things have.

Mr. Tada, I'll start with you, if I may, sir.

I want to thank you, first of all, for being honest and agreeing to release information to this committee—if I heard you correctly. Certainly, I think the members of this committee want to be very clear in helping you and your colleagues understand that this information is not for public release. I'll reiterate that, as the chair did.

Part of the question I have.... You said you agreed to release some information. Does that make any sense? Why would you put intellectual property in an advance purchase agreement contract?

Mr. Toshifumi Tada: Thank you very much for the question.

If I caught it correctly, the question was why we would have intellectual property in the contract.

Mr. Stephen Ellis: That's correct.

Mr. Toshifumi Tada: It is a product of many years of investment, but we did not prohibit, in the contract, the government reselling the vaccine. If necessary, they have the licensing rights to use our intellectual property, so the vaccine, for pandemic preparedness, can be produced domestically in Canada.

Mr. Stephen Ellis: That's interesting, sir.

I think you said your company is leaving Canada on June 2. Who owns that intellectual property, then?

Mr. Toshifumi Tada: Medicago owns it, currently.

Mr. Stephen Ellis: Okay.

Is it true, sir, that there is an advance purchase agreement with Medicago and the Canadian government for 20 million doses of your vaccine, which was never ever produced?

• (1640)

Mr. Toshifumi Tada: Yes. Although we got an approval from Health Canada in February of last year and were preparing for the launch of the product, we faced unexpected quality problems. While we were fixing these, market needs for the vaccine evolved toward bivalent vaccines. Our vaccine is monovalent. Therefore,

we just.... The approved vaccine was irrelevant, because of the market evolution.

Mr. Stephen Ellis: That's very good, sir.

Is it also true the WHO would not accept your product because of the involvement of Philip Morris with your company?

Mr. Toshifumi Tada: Yes. It was not because of the quality of the product itself, but because of our shareholding structure at that time.

Mr. Stephen Ellis: That's right.

Is it also true, sir, that the Government of Canada invested \$173 million in Medicago, in terms of physical space, buildings, equipment, etc'?

Mr. Toshifumi Tada: The contract we have, as I said, was for the development of a COVID-19 vaccine, as well as for building biopharmaceutical capability in Quebec.

Mr. Stephen Ellis: Sir, in my understanding, then.... Even though we don't know for certain, if we're going to talk about \$30 a dose, 20 million doses, \$173 million.... Your company—without giving Canada a single dose—has received at least \$773 million from the Government of Canada.

Mr. Toshifumi Tada: We used that....

First, we appreciate all the support from the federal Government of Canada, as well as the Quebec government. Those funds were intended to finance our COVID-19 vaccine and the building of manufacturing capacity in Quebec. Those objectives were actually fulfilled. We spent all of those monies to fulfill the approval of the Covifenz COVID-19 vaccine, and we were proceeding with the construction of local manufacturing capacity, until the recent decision made by our shareholder.

Mr. Stephen Ellis: Sir, again, to be clear, it was \$773 million, with no doses delivered.

Mr. Toshifumi Tada: Not really.... When we were preparing the first launch, we faced a quality problem. We decided not to release an out-of-specification product, certainly.

Mr. Stephen Ellis: Okay, sir, but to be clear, how many doses were given to the Canadian government to be distributed?

Mr. Toshifumi Tada: In the contract...?

Mr. Stephen Ellis: How many doses of your vaccine did you actually, physically distribute to the Canadian government?

Mr. Toshifumi Tada: No doses were distributed by Medicago.

Mr. Stephen Ellis: Okay. That's no doses for \$773 million, and Medicago still owns the intellectual property, the physical building and the manufacturing capability, even here in Canada.

Mr. Toshifumi Tada: Yes.

Mr. Stephen Ellis: Wow. That's great.

In the contracts you have signed with the Canadian government, could you clarify those things? I wasn't sure what you were talking about at the very end. It seemed you were talking about some redaction of those documents.

Can you clarify that once again for me, please, sir?

Mr. Toshifumi Tada: The parts that were redacted in our access to information response in February 2021 was information relating to pricing, quantity, facility locations and availability plans. We thought this had a direct commercial application. That is the reason why we requested the redaction of those documents.

Mr. Stephen Ellis: Did you say the pricing is redacted in those documents?

Mr. Toshifumi Tada: It was pricing, facility locations and the quantities, which is the key information that should not be utilized by our competitors.

Mr. Stephen Ellis: Okay. Thank you, Chair.

The Chair: Thank you very much.

Mrs. Shanahan, you have the floor for six minutes, please.

[*Translation*]

Mrs. Brenda Shanahan (Châteauguay—Lacolle, Lib.): Thank you, Mr. Chair.

I'd like to thank the witnesses here with us today for their availability. Like my colleague, I'd also like to thank them for their hard work, especially at the beginning of the pandemic when no one in the world knew what we were in for.

I recall in my constituency of Châteauguay—Lacolle, we watched on television as the first shipments of vaccine came in. The vaccine clinics were very well organized in our area. We were extremely happy that we could be vaccinated and receive booster shots. I'm not a health expert, but I do understand that vaccination is very important for saving lives. So once again, I'd like to thank our witnesses for their work.

The Auditor General reported on all of these public health and public services activities, including vaccine procurement.

• (1645)

[*English*]

She found that the federal government had responded to the urgency of the coronavirus pandemic in 2020 and secured COVID-19 vaccine doses so that everyone in Canada who chose to be vaccinated could be. Vaccines were needed quickly to reduce Canadians' risk of serious illness, hospitalization and death from COVID-19.

The Auditor General herself was quoted as saying, "In 2020, Public Services and Procurement Canada established advance purchase agreements with 7 companies that showed potential to develop viable vaccines." Signing advance purchase agreements increased the chances that the government would obtain enough doses to meet Canada's needs, recognizing that this approach brought the possibility that Canada would have a surplus of doses if all vaccines were eventually approved.

That's what this committee is about. Once a policy or an approach is adopted by the government, it's about looking at how the implementation was carried out and whether the outcomes were achieved. Of course, it's to make sure, at the same time, that the Auditor General has all the tools she needs to do her job.

As the witnesses are aware, we heard further testimony from the Auditor General as well as public health and Public Services and Procurement Canada in February of this year regarding these findings, including issues around surplus vaccines and data sharing between different levels of government. During this meeting, the AG said in response to a question about access to confidential documents, "Yes, we had access to all the contracts, all the information, all the corrections and all the amendments", confirming to members that access to documents was not a problem in her audit work.

Now, we are all aware that we're here today because we have a request to have access to unredacted vaccine contracts between your companies and our government, because apparently, according to various media reports, elected representatives in other countries have had this access.

I'd like to ask this of each one of you in turn: Can you provide our committee with an update on the level of disclosures that your companies have provided to other countries for their vaccine contracts?

Perhaps I can start with Madam Gauthier.

[*Translation*]

Ms. Patricia Gauthier: Thank you very much for the question.

[*English*]

Moderna globally has consistently provided redacted versions of agreements when requested to parliaments. No unredacted versions of agreements have been provided to parliaments in the world, and this has been a consistent position that has been taken by the company.

Thank you.

Ms. Najah Sampson: Similarly, Pfizer's position is to not provide unredacted contracts, and we have not done so across the globe.

[*Translation*]

Mr. Jean-Pierre Baylet: Thank you for your question, Mrs. Shanahan.

To our knowledge, only redacted versions were released by Sanofi in other countries.

Mrs. Brenda Shanahan: All right.

[*English*]

Have any of your companies provided completely unredacted vaccine—

I'm sorry. I forgot the gentleman from Medicago, but, of course, you've already agreed to provide a redacted contract.

Mr. Toshifumi Tada: Yes and, by the way, we've contracted only with Canada and no other country.

• (1650)

[*Translation*]

The Chair: You have 20 seconds left.

[English]

Mrs. Brenda Shanahan: What is this that we're hearing about other countries such as Brazil, Colombia and so on? I don't have much time. I think my colleagues will pick up on that, but how did these contracts become public?

The Chair: We'll have to leave that in suspension, but I'm sure, Mrs. Shanahan, we'll be coming back to that important question.

[Translation]

Ms. Sinclair-Desgagné, you have six minutes.

Ms. Nathalie Sinclair-Desgagné (Terrebonne, BQ): Thank you, Mr. Chair.

To the witnesses, I want to begin by thanking you for coming in or joining us today via videoconference.

As the mover of this motion, I feel it's important to clarify that you are not on hostile ground here. I also feel it's important to reaffirm that we are extremely grateful to the pharmaceutical companies for the outstanding work they did during the pandemic.

I also want to reiterate that accountability, which is a routine process, is among the exceptional measures adopted by the government. It's in this context that we followed up with the Auditor General. Being bound by law to confidentiality, the Auditor General was quick to confirm to us that she could not answer questions about the contracts with pharmaceutical companies.

Therefore, to do our job properly as parliamentarians, like we've done before on many other committees and in many other circumstances, we requested access to the contracts in camera. As the Chair reaffirmed, we've taken the necessary precautions to keep the confidential information confidential.

In my view, there may be confusion about the role of parliamentarians and their privileges as such, or perhaps a lack of understanding of case law in the House of Commons, but also with respect to Canada's Access to Information Act.

However, please be aware that this committee is the first step. We were sensitive to the confidential aspects of the contracts, but we have also used many other means to access information in the past.

At this point, I'd like to emphasize that we don't wish to take this further into the courts, because the case law would rule in our favour anyway.

On the other hand, we're in a constructive process, and we simply want to make sure that there were no major abuses on either side, that no mistakes were made and, most importantly, to learn from any mistakes we might have made. If we're ever faced with another phenomenon as significant as the pandemic, we don't want to make the same mistakes and we want to be able to establish fair contracts and so on.

I don't know if you read the response from our law clerk, who by the way is here today and wishes to remind everyone what "in camera" means. I will give you an important example. There have been several instances where committees have requested access to confidential documents. In some cases, even the government didn't want

to disclose the documents, and the House ordered it to produce them.

It might be important to cite another case here involving AstraZeneca, which unfortunately could not be here today. In 2005, a competitor used the Access to Information Act to access information and a contract. However, the Federal Court judge pointed out that only trade secrets relating to processes and manufacturing had to be redacted. It should be noted that there is a difference between industrial trade secrets and trade secrets, and the same distinction is made in international trade agreements. Business information is not excluded under the Access to Information Act.

In a number of letters received to date from chambers of commerce and pharmaceutical associations, and even some opening remarks heard at this committee's meetings, some concerns have been brought to our attention that this would degrade the business climate. I'd like to take this opportunity to address those concerns. In my opinion, those statements are exaggerating the potential repercussions. When past contracts have been reviewed and made public, which is not the case here, the business climate has not deteriorated.

When the information on AstraZeneca was made public, we saw no deterioration. In fact, the company just announced a \$500 million investment in Canada only a month ago.

• (1655)

Many people in the pharmaceutical community agree that in Canada and Quebec, both because of the workforce and all the resources we have, there is a healthy life sciences business climate. So this would not set a dangerous precedent.

As I said before, we're operating in a constructive way and we're only seeking some accountability, which is really important. It's important because—

The Chair: You have 30 seconds left.

Ms. Nathalie Sinclair-Desgagné: The more tension there is about this, the more suspicion will grow. However, we don't want to get to that point. We want to work with you in the spirit of cooperation and confidentiality to avoid any erosion of trust in our institutions and in the pharmaceutical companies. I feel it's important to reiterate that point.

The Chair: Your time is up. Thank you.

[English]

Mr. Peter Fragiskatos (London North Centre, Lib.): I have a point of order, Chair.

The Chair: Certainly, go ahead, Mr. Fragiskatos.

Mr. Peter Fragiskatos: I didn't want to interrupt our colleague, but now that she's finished the first part of her questioning, I just want clarification. I think that a staff member handed—

The Chair: Yes.

[*Translation*]

Ms. Sinclair-Desgagné, in the future, when you have documents for witnesses—

Ms. Nathalie Sinclair-Desgagné: It's the motion, Mr. Chair.

The Chair: I understand, but in the future, it will have to go through our clerk so that we can be absolutely certain that it's in both official languages.

Ms. Nathalie Sinclair-Desgagné: Very good. It is.

[*English*]

The Chair: Mr. Fragiskatos, your point is well taken.

All documents need to come through the clerk before they are passed on to witnesses. In this case, it was just the motion. I appreciate that, but we do want to make sure that we operate so that we're all aware of what's being passed to witnesses. I appreciate your restraint on that, Mr. Fragiskatos, as well.

Next is Mr. Desjarlais.

You have the floor for six minutes, please.

Mr. Blake Desjarlais (Edmonton Griesbach, NDP): Thank you very much, Mr. Chair.

I too want to thank the representatives from the several companies who are present with us today.

For the record, I do want to read into the record the important absence of AstraZeneca Canada, which is not represented here today. Canadians do deserve, as a matter of fact, to have these individuals who are doing business in our country, particularly on something so serious, be present for accountability.

I want to mention how disappointed I am in that fact, but how pleased I am to see that there are representatives willing, in this country, to participate in our public institutions in a way that can build confidence for Canadians, because that is what we are doing here today. That is the work of public accounts, and that is the work that parliamentarians are tasked with. I hope you can sympathize that, beyond your own confidentiality purposes or purposes to secure company confidentiality, our purpose here is to ensure that the proper amount of light is shed on the kinds of things that can assure that we both can achieve our means: the public scrutiny that's required on behalf of parliamentarians, and, of course, the work you folks have in running the operations of your business.

I want to make specific mention as well of the fact that this was an extraordinary circumstance. I do acknowledge that fact. This is a once-in-a-100-year pandemic, and it required swift and immediate action by the government, which is something that New Democrats called for and some of the many members of the opposition called for. I also want to recognize that important fact.

I also want to recognize the fact that several companies, many of them present here today, also acted swiftly to ensure the needs of Canadians, particularly in the production of vaccines and their quality to ensure that Canadians were protected. The matter of science is quite ingenious in many ways, so thank you to your scientists and to the many good doctors and researchers who made these life-sav-

ing, miracle vaccines possible so Canadians can enjoy moments such that we are having right now, returning to our duties in Parliament, for example, which is one of the very things that I'm proud that vaccines have been able to achieve for us.

However, I do want to distinguish between my comments in relation to the advent and importance of science in Canada and the difference between science and corporations. Corporations are a different entity in Canada, and corporations should not be seen to have any extraordinary powers in the sense that they could circumvent the will of the public and particularly the will of governments and the will of our Parliament.

I'm really happy to see that the law clerk is present here today. I want to thank the law clerk for his letter describing what is important to this committee and how we can ensure that we can utilize our powers here to do both, to ensure that we have accountability and light shed on the work that we're doing while simultaneously protecting the confidentiality of these companies.

Maybe I could ask the law clerk to clarify his letter or maybe even to repeat how the process that was moved by the motion from my honourable colleague is, in fact, a process of confidentiality that has been taken by committees and has, in fact, demonstrated confidentiality in other cases.

Could you comment on the efficiency and efficacy of that process and the comments you made in the letter?

● (1700)

Mr. Michel Bédard (Interim Law Clerk and Parliamentary Counsel, Office of the Law Clerk and Parliamentary Counsel): As you indicated, committees have the power to send for records and papers. This power is absolute. That said, once concerns are raised respecting the confidentiality or sensitive nature of documents, the committee, of course, can put measures in place with a view to protect the confidentiality of the information. A variety of means have been used in the past by committees.

This motion moved by Ms. Sinclair-Desgagné will make sure that the documents are consulted by members only under the supervision of the clerk, without any cellphones or any other electronic devices. When the committee considers these documents, they are considered at an in camera meeting.

Mr. Blake Desjarlais: Thank you very much for that.

My question is to the witnesses now. In relation to what you've heard in terms of the powers of Parliament in order to ensure that these things are.... We deal with serious issues here, not many beyond the seriousness of COVID but also issues of national security. These are processes that we have undertaken before to ensure the protection of national security information. It becomes a matter of whether or not you trust our Parliament in many ways. It's important that Canadians understand that we're having a relationship with corporations that should in fact be able to comply with the rules and regulations in Canada, but also to comply with the democratic process.

My question directly, and I'll follow up in some subsequent rounds....

I also want to make mention of the fact that I am very pleased to hear the member from Medicago is willing to release that information. I think that's important to our process. Your willingness demonstrates your ability and knowledge of our system.

To the other witnesses, are you not confident in the processes we utilize in this place to ensure that we have confidentiality needs protected?

Maybe we'll go through all the present witnesses first.

The Chair: You have about a minute.

Mr. Blake Desjarlais: It could be a yes or no.

[*Translation*]

Mr. Jean-Pierre Baylet: I respect your position, but I maintain that Sanofi doesn't want the contract information disclosed to the committee. We believe it's a matter of balancing the need for transparency with the need to respect the confidentiality of the contract.

[*English*]

Mr. Blake Desjarlais: The confidentiality measures are present there, so either you're not recognizing those confidentiality aspects or you don't want to do it.

[*Translation*]

Mr. Jean-Pierre Baylet: We believe that the role and mission of the Auditor General of Canada and her office have been respected—

[*English*]

Mr. Blake Desjarlais: I'm not asking about the Auditor General's office. I'm asking about Parliament.

[*Translation*]

Mr. Jean-Pierre Baylet: I read through the Auditor General of Canada's website. It says—

[*English*]

Mr. Blake Desjarlais: I think we'll move on in the interest of time.

The Chair: Actually, Mr. Desjarlais, you're out of time. Why don't we let him finish?

You are out of time, so—

Mr. Blake Desjarlais: Sure.

[*Translation*]

Mr. Jean-Pierre Baylet: I have to say that the Auditor General reports to Parliament. Sanofi has been transparent, and we believe that we've provided the information we felt we needed to provide.

The Chair: Thank you very much.

Mr. Jean-Pierre Baylet: Thank you.

[*English*]

The Chair: I'm sorry, Mr. Desjarlais. You were on the money with the time, but I figured it was best to get an answer before moving on.

We'll now commence our second round.

Mr. McCauley, you have the floor for five minutes, please.

Mr. Kelly McCauley (Edmonton West, CPC): Thanks, Chair.

Witnesses, thanks for joining us today.

I have a quick question for Pfizer. Have you released, anywhere in the world, access to the documents to elected officials, in committee or otherwise?

Ms. Najah Sampson: Thank you for the question. Pfizer has not.

Mr. Kelly McCauley: Okay.

Let me just ask you this. Mr. Desjarlais covered it, as did my friend from the Bloc. I can't remember her last name....

The Chair: It's Ms. Sinclair-Desgagné.

Mr. Kelly McCauley: Yes, it's Ms. Sinclair-Desgagné.

We are not asking for these documents to be released. They're going to be held in a separate room for us to view without access to any ability to take pictures or document this. I'm looking at the letters sent to the committee from the American Chamber of Commerce, in Canada the Canadian chamber, BIOTEC Canada, the Montreal chamber and Innovative Medicines Canada. All wrote letters to the committee implying that we were going to publish these or disclose these letters.

Did Pfizer or any of you contact these organizations and ask them to contact the committee with what appears to be very misleading information?

• (1705)

Ms. Najah Sampson: Thank you for the question.

We work very closely with some of these entities—

Mr. Kelly McCauley: I'm sorry. I didn't ask if you worked closely. I just asked if you contacted and asked them to write the committee.

Ms. Najah Sampson: We have been in contact. We have not asked anyone to write specifically about this.

I think what we're seeing is just—

Mr. Kelly McCauley: The reason I ask is that we are not asking to publish these. We are not asking to disclose these. It's to be in a secure location, as Mr. Bédard indicated.

I am just curious. How many—in Canada, for example, or perhaps in the U.S., the U.K. and the EU—procurement officials would have had access to these contracts?

Ms. Najah Sampson: In every market where we were working with procurement to sign these contracts, they would have had access.

Mr. Kelly McCauley: As a ballpark, how many people would it be? Is it five or 500?

Ms. Najah Sampson: I'm not sure, but I can get back to the clerk on this.

Mr. Kelly McCauley: It's a fair amount.

I've seen contracts that have been leaked from Albania, Brazil, Colombia, Chile, the D.R., the European Commission, Peru, the U.S.A. and the U.K.

Do you have any evidence that shows that those leaked contracts came from politicians or elected officials?

Ms. Najah Sampson: I'm not familiar with all of those instances, but I do know there have been a couple of leaks. They were taken down right away.

Mr. Kelly McCauley: Is there any reason to believe they came from elected officials?

Ms. Najah Sampson: I'm not exactly sure if we know who leaked the information, but in these cases, Pfizer never voluntarily provided an unredacted contract.

Mr. Kelly McCauley: Do you believe that any of these leaks came from elected officials?

Ms. Najah Sampson: I can't answer that. I'm sorry.

Mr. Kelly McCauley: Were there any commercial repercussions to these countries with these leaks?

I have listened to your testimony and I have seen the letters. There are very implied threats to investment in Canada, etc., if 11 MPs in a private room have access. There are all these countries with leaked contracts. I have many of them here with me.

Was there divestment in these countries, similar to what seemed to be implied if the 11 MPs in the room looked at the contracts?

Ms. Najah Sampson: I don't think in any of these cases.... I'll speak on Pfizer's behalf that we never implied we would divest if a contract was leaked.

Mr. Kelly McCauley: The conversation we've had and the letters sent by your advocates have stated very clearly that investment is at risk in our country, yet where they have leaked full contracts, you haven't divested.

It seems like an odd implied threat that if 11 MPs were to look at it, with zero ability to get these items out, there would be a threat to investment and the development of the pharma industry in Canada, yet fully leaking the European Commission one, for example, has no repercussions.

Mr. Kelly McCauley: I'll open this to each of you.

In all the contracts, do each of you state that it requires the permission of the pharma to release the details of the contract? Does each country, like Canada and the U.S., require permission from Pfizer or Moderna to release the contracts or details?

Ms. Najah Sampson: These are two-way contracts signed by both us and the department of procurement. It is our intent that these are always confidential, and we retain confidentiality throughout.

The Chair: Thank you.

Ms. Bradford, you have the floor for five minutes.

Ms. Valerie Bradford (Kitchener South—Hespeler, Lib.): Thank you, Mr. Chair.

Thank you to our witnesses for appearing today. Thank you for all the research your companies did to keep Canadians safe from the worst effects of COVID-19.

I want to get back to MP Shanahan's question. This is for Sanofi.

I just want to clarify. You said that there hadn't been any unredacted contracts released to the public. I think the question was about parliamentarians. Were any unredacted contracts released to any parliamentarians anywhere?

• (1710)

[*Translation*]

Mr. Jean-Pierre Baylet: To my knowledge, no unredacted versions have been sent to a Parliament in any other country around the world. If I may, I can verify this with our legal teams and share the information with you in the next few days.

The Chair: We'd like that, yes.

Thank you very much.

[*English*]

Ms. Valerie Bradford: Thank you so much.

This is for each of you.

Just to confirm, your companies have not provided unredacted contracts to the European Union, the United States, the United Kingdom, Brazil, Colombia, Australia or anywhere else. You haven't provided unredacted contracts anywhere.

I see heads shaking there.

Ms. Patricia Gauthier: Moderna has not provided unredacted contracts to any parliaments globally. It has been a standard position. Thank you.

Ms. Najah Sampson: It's the same with Pfizer.

Ms. Valerie Bradford: What about Sanofi? I think you just said that. I am not sure.

Medicago, you haven't produced it unredacted to anywhere else so far. Have you?

Mr. Toshifumi Tada: Medicago contracted only with Canada and with no other countries.

Ms. Valerie Bradford: Could you describe the sensitivity of the information in contracts like these?

Ms. Gauthier, would you like to start?

Ms. Patricia Gauthier: Maybe I will just take a step back a little and talk about the context in which these contracts were negotiated.

It has been talked about. It was full-on the peak of the pandemic. There was urgency. We didn't have products at the time yet. It is really important to think about that, because the confidentiality, the assurances and the security that we were provided through these agreements really, for us at Moderna, allowed us to move very quickly, to collaborate swiftly with the government, to create a place to co-create, to really enable us to focus on increasing the speed of our development of our vaccine, which was developed in less than 12 months, and also to ramp up our manufacturing globally.

We have never made products commercially in the world, so that safeguard was really important in allowing us to move quickly.

There are many types of information that are very sensitive in these agreements, from processes to commercial information and know-how, so there is a variety of information that is highly sensitive, confidential and, from a global perspective, in a competitive market environment as well.

Ms. Valerie Bradford: Go ahead, Ms. Sampson.

Ms. Najah Sampson: Maybe I'll add a bit to that, because I think these contracts contain proprietary and commercially sensitive information for all companies. When we take a look at where we were when we originally signed those contracts and where we are today, it is easy to say that we are past the pandemic, but we're still managing. Even today, we are working with countries around the world for supply to vaccines. Those same sensitivities that existed two years ago are in play right now.

I would say that, in addition, there are things that are confidential to the country that we're working with, the other signatory on the agreement. There are things around the supply schedule, delivery and other supports that we're providing to that market.

Ms. Valerie Bradford: Mr. Baylet...?

[*Translation*]

Mr. Jean-Pierre Baylet: Sanofi only entered into that agreement after an extremely thorough competitive process. Disclosing information from the contract could put us in a difficult situation. The pandemic isn't over yet and negotiations are currently underway in other countries. So, of course, we don't want the contract information to be made public.

[*English*]

Ms. Valerie Bradford: I understand. Thank you.

Is that my time?

The Chair: That's pretty much it. You have a few seconds for comments, but I think that I just ate them up, unless you want 10 seconds. I don't want to take your time.

Ms. Valerie Bradford: I'm good.

The Chair: Okay.

[*Translation*]

Ms. Sinclair-Desgagné, you have the floor for two and a half minutes.

Ms. Nathalie Sinclair-Desgagné: Thank you, Mr. Chair.

An interesting case came up in a country that only recently became a member of the OECD, Colombia. The OECD administrative tribunal determined that the right to have access to information took precedence over the commercial interest of pharmaceutical companies. The documents I have here indicate that the information came directly from the State Council. It was not sent by the pharmaceutical companies. So if we were to ask them whether they disclosed contracts, the answer would be no, because it was the State Council that disclosed the contracts on August 10, 2021.

So we already have some unredacted contracts and others that are redacted. I think that the extent of the redaction remains to be

determined for those contracts that were disclosed. We have an enormous amount of information about prices in other countries. As these were mentioned by my Conservative colleague, I don't think it's important here to mention the amount of information that's already available.

I think that the core issue here is the failure to understand our role as parliamentarians, and that, unfortunately, colours the work we are doing today. It's very important to clarify the role of the Standing Committee on Public Accounts, which is specifically to report on the Auditor General's reports. That was the context, at the time we were studying the Auditor General's report, when we introduced this motion. It was to obtain information that she could not give us under the Auditor General Act. She sent us a brief letter to tell us that unfortunately, if we wanted access to this information, we would need to have access to the contracts, because she could not answer these questions. She was very clear about that. She virtually invited us to look at the contracts. At any rate, that's what I understood.

Once again, to show our good faith, I reiterate that we have no intention of making any information public. It's simply to do our work as parliamentarians in the manner it is supposed to be done in Canada's Parliament. It's important, after all. I'd like to hear from Mr. Baylet again.

Now that I have clarified this matter, have you changed your mind? Does this information clearly explain our role as parliamentarians?

• (1715)

Mr. Jean-Pierre Baylet: Thank you again for the question, Ms. Sinclair-Desgagné.

I haven't changed my mind. I respect your opinion....

Ms. Nathalie Sinclair-Desgagné: You're stubborn, and so am I.

Mr. Jean-Pierre Baylet: I am stubborn.

The Chair: Thank you very much.

We understand.

[*English*]

Mr. Desjarlais, you have the floor for two and a half minutes.

Mr. Blake Desjarlais: Thank you very much, Mr. Chair.

Hearing from several members of our committee now, you can see there are a few disputes. One is on the nature of what you believe Parliament's role is and one is what we believe your role is.

I will clarify my position on this clearly, which is that I do believe that Canadians deserve the kind of transparency and democratic government that a free society would expect for those who are operating commercially in Canada.

I was disappointed to hear Jean-Pierre Baylet's comments and I won't return to it now. I believe your position is well noted in the record that you oppose the perspective that this committee would, in fact, have some role of breaching your perception of confidentiality, given the fact that we have offered you a confidential process that would actually guarantee that.

It's sufficient for all other means, particularly national security means, but apparently it's not good enough for you, which is a big problem for Canadians. I will make that note known in our report. It's something that I will, hopefully, mention to the government as well.

To the other members, is it your perspective that the confidential process of Canada's Parliament is insufficient for the purposes of reviewing your contracts in a confidential way?

Ms. Najah Sampson: For the context and also for the question, I believe that even viewing in camera would be a breach of the confidentiality clauses that are put forward in our current contract with the department of procurement.

Ms. Patricia Gauthier: Thank you very much for the question.

We have not, in any countries globally, provided unredacted copies of the agreements to parliaments. That has been a position.

As my colleague said, there are very strict confidentiality clauses in the agreement that would put us in breach should we go outside of what is provided in these agreements and share these agreements in an unredacted manner.

Mr. Blake Desjarlais: Mrs. Gauthier, you mentioned in your last remarks that you co-created this with Canadians, but apparently Canadians can't co-own it. This is a perspective of the issue that you can see is a problem when we're dealing with public financing.

I don't have time now to speak to my question on how much public financing each of you received from Canadians, but that will be the question I will follow up with in my next round. I would hope you have that information present and, if you don't have it present, that you make it readily available in written format.

The Chair: Thank you very much, Mr. Desjarlais.

Mr. Kram, you have the floor for five minutes.

• (1720)

Mr. Michael Kram (Regina—Wascana, CPC): Thank you, Mr. Chair.

Thank you to the pharmaceutical companies for being here today.

Ms. Sampson, in your opening statement you said that you believed that parliamentary oversight has already occurred.

Could you explain how that's possible, given that parliamentarians haven't seen the contracts yet?

Ms. Najah Sampson: Thank you for the question.

I'll refer back to the Auditor General's report, which I thought was a thorough review. Taking into account the fact the Auditor General herself has been in front of the committee and questions have been asked, I do believe there has been a solid level of oversight provided into the vaccines process.

Mr. Michael Kram: Why were you willing to provide the contracts to the Auditor General, but not to a parliamentary committee?

Ms. Najah Sampson: Speaking for Pfizer, we were not a part of the process that supported the Auditor General's report.

Mr. Michael Kram: Did you or did you not provide the contracts to the Auditor General?

Ms. Najah Sampson: We did not.

Mr. Michael Kram: Could you explain how the Auditor General came to the conclusion that everything was fine and good with the procurement process?

Ms. Najah Sampson: I believe the Auditor General did have a copy of the contract. It was not provided by Pfizer.

The Chair: Mr. Kram, it came from the Government of Canada.

Mr. Michael Kram: Okay, I understand.

Why is it okay for the Government of Canada to provide the contract, but not the pharmaceutical companies?

Ms. Najah Sampson: I'm here providing my perspective. If there was a question of whether I thought the contract should be provided, my answer would have been the same. I do not believe the unredacted contract should have been provided. I believe that providing it constitutes a potential breach of confidentiality, as laid out in the contract.

Mr. Michael Kram: If the contracts ever became the subject of a court case and there was a court order to provide the contracts, would you listen to the judge and provide the contracts or would you ignore the order from the judge?

Ms. Najah Sampson: I don't know if I can speak about legal consequences like that, but it would never be my option to ignore a judge's request.

Mr. Michael Kram: Then why is it okay to ignore the request from a parliamentary committee?

Ms. Najah Sampson: I'm just here providing our perspective on the confidentiality of these contracts. We have not provided these contracts to parliaments anywhere around the world in an unredacted manner. We would want to maintain that level of confidentiality as much as possible.

Mr. Michael Kram: Do you feel that pharmaceutical companies are above the law?

Ms. Najah Sampson: Absolutely not.

Mr. Michael Kram: Then why can't you comply with the order to produce the documents?

Ms. Najah Sampson: This is just our perspective. At Pfizer, we have not provided an unredacted contract.

We do believe, however, looking at the Auditor General's report, that with the access they had, they have provided a solid overview of what happened during the pandemic with regard to vaccine providers. I think that level of oversight has happened.

Mr. Michael Kram: Okay.

Parliamentary committees deal with sensitive matters all the time. During the war in Afghanistan, there were studies about the Afghan prisoner detainee situation. That dealt with movement of troops in Afghanistan during the procurement of the F-35 fighter jets. Parliamentarians had access to highly sensitive military documents.

What is it about the vaccine contracts that makes them so much more sensitive than troop movements in Afghanistan or new fighter jets?

Ms. Najah Sampson: I don't want to compare this contract with any other. In this particular case, we are still working with countries around the world to supply vaccine. There are commercially sensitive pieces within that document and within that contract as well as proprietary information.

I think what I'm saying is that Pfizer hasn't provided that contract unredacted anywhere around the world voluntarily, and it's not a precedent that we believe needs to be set here in Canada.

• (1725)

The Chair: Thank you very much. That is time.

Ms. Yip, you have the floor for five minutes, please.

Ms. Jean Yip (Scarborough—Agincourt, Lib.): Thank you.

In my riding of Scarborough—Agincourt, we have a lot of seniors in long-term care homes and families. I would just like to say thank you very much. We are most thankful. I also have a hospital, Birchmount Hospital, part of the Scarborough Health Network, where we have vaccine clinics. Just to be able to have choice and the available supply, I am very thankful.

What contract risks are there in disclosing intellectual property?

If each one of you could provide an answer, that would be great. Thank you.

[Translation]

The Chair: You have 30 seconds.

[English]

Ms. Patricia Gauthier: Thank you very much for your question.

I'll speak from the perspective of Moderna. We are about 13 years old today, which is preteen years, and we've been investing in research and development for 13 years. The investment we made in our mRNA platform enabled us to be able to respond very quickly during the pandemic and bring a vaccine to Canadians on December 24, 2020. Our vaccine was able to reach places like Scarborough but also Yukon, the Northwest Territories and other more remote areas to protect indigenous communities and other more remote communities.

This is the fruit of significant investment in research and development. This is the result of significant investment in innovation. We must protect that innovation so that we can actually continue protecting the lives of patients, like those in Canada. That's where protecting intellectual property is absolutely critical, so that we can continue investing in research and development—not just us investing but all other members and companies in the life sciences ecosystem—and create a really strong innovation and life sciences ecosystem.

This is really important. It's important in the academic setting and it's important in the pharma industry. IP, or intellectual property, is really the key piece that we create so that we can have significant benefits for patients and save the lives of people, as we did here in Canada during the pandemic.

Ms. Najah Sampson: I think any pharmaceutical manufacturer that has invested in R and D absolutely believes in the power of IP protections to ensure that innovation can continue.

I will speak just on behalf of Pfizer. We moved incredibly quickly during the pandemic to ensure that we were meeting the needs of people here in Canada and globally as quickly as possible. The IP protections that were provided helped us do that, without question. I think without those, we wouldn't have seen the level of co-operation between companies. It would have been impossible for a company like Pfizer to scale up to the level that we did. By working with so many other contractors and manufacturers around the world, we ensured that the global supply of vaccine required to meet the needs during the pandemic were met.

Ms. Jean Yip: This would actually hurt collaboration with other companies.

Ms. Najah Sampson: Absolutely. I think one of the cornerstones of innovation is being able to not just look inside your company but also to see how best to research and develop and manufacture a vaccine or a medicine. Sometimes that IP exists with another partner. Having those protections protects the collaboration.

Ms. Jean Yip: Thank you.

Go ahead, Mr. Baylet, please.

[Translation]

Mr. Jean-Pierre Baylet: Protection for our intellectual property also allows us to continue to carry out our Canadian operations securely. It's very important to safeguard the future of jobs and investments. I believe that is where the core of the discussion lies, by which I mean continuing to ensure confidentiality.

• (1730)

[English]

Ms. Jean Yip: You mentioned jobs.

The Chair: Ms. Yip, I've stopped the clock. You have about 15 seconds left. Do you want to hear from Mr. Tada or...?

Ms. Jean Yip: I'll go to Mr. Tada.

Thank you for that.

Mr. Toshifumi Tada: Thank you very much.

As my colleagues mentioned, R and D innovation is the fruit or central part of the pharmaceutical industry. It's a result of the many years and the many dollars of investment for innovation. This can be one of the most important assets of a pharmaceutical company.

Thank you.

The Chair: Thank you very much.

This is our third round starting.

Mr. Genuis, you have the floor for five minutes, please.

Mr. Garnett Genuis (Sherwood Park—Fort Saskatchewan, CPC): Thank you, Mr. Chair.

So much about this situation, frankly, is just mind-boggling to me. One of the chief accountability committees in Parliament is asking for vaccine contracts related to the COVID-19 vaccine. We are not asking for it for public release. We are asking for it so that a small group of members of Parliament, who have been charged with holding the government accountable in these areas, can privately review these documents and provide recommendations to the government. That is all we're asking for.

The information that many public servants have should be available to this committee. Their function is the implementation of the government's directives, but our function as a committee is accountability. It is to review and provide those recommendations.

The government and pharmaceutical companies who are here today are happy to have the implementers—the public servants who don't have that same accountability challenge function—to have the documents, which is more people in sum, but you are not willing to let us have access to the documents.

It is important to just underline that, in our system, we have the supremacy of Parliament, which means that Parliament is the supreme law-making body. It doesn't seem to be understood by the witnesses very well that we have an unfettered, constitutionally protected right to request documents. This has been recognized for over 100 years by multiple Speakers, as recently as by Speaker Rota.

It's not a question of our engaging in some kind of negotiation, like we're going to ask really politely, we're going to let you eat some of the cookies at the back and then maybe you'll give us a little more information in the documents—

Mrs. Brenda Shanahan: I have a point of order.

Mr. Garnett Genuis: We have a right to access this information, as a parliamentary committee. We have an obligation to use this information responsibly.

The Chair: Mr. Genuis, I appreciate it. I'm hearing a point of order.

Mrs. Brenda Shanahan: I'm just thinking of technical issues and the interpreters. Mr. Genuis is speaking very loudly into the microphone.

The Chair: Mr. Genuis, you can continue your line of questioning.

I recognize that you have two settings—sleep and awake.

In all seriousness, this is Mr. Genuis's time. He is welcome to ask these questions any way he sees fit, but given the fact that we do have translation and concerns about hearing, I would ask that he just be aware of that.

I ask you to proceed. I've stopped the clock. I'm going to start it again. You have three minutes and 22 seconds remaining.

Mr. Garnett Genuis: Thank you, Chair.

The situation is outrageous. We can have some levity in passing, but I'm extremely frustrated that we have witnesses who don't understand how the law works and who don't understand the fact that a parliamentary committee is unfettered in its right to access documents.

We should use that power responsibly. We will use that power responsibly. We are not seeking these documents for public release. We are saying that the members of this committee should be able to privately access this information so that we can provide information to the government, yet the government is unwilling to provide these contracts and you are opposing the provision of these contracts.

It makes me wonder what in it is so damaging to you or to the government that allowing members of Parliament to privately review them would be such a concern.

I want to particularly highlight that Speaker Anthony Rota made a ruling at the end of the last Parliament that reaffirmed 100 years of precedent, saying that parliamentary committees have an unfettered right to access documents. Do you recognize the authority of the Speaker to make that ruling, and do you believe that the government and that companies should comply with the law in this respect?

Now I'll take a short answer from all of the witnesses. Do you recognize the authority of the Speaker to make this ruling and the obligation of the government and of companies to comply with the law?

We'll start with Mr. Baylet.

Mr. Jean-Pierre Baylet: Mr. Chair, we recognize that we have to respect laws, and we respect laws wherever we operate.

• (1735)

As far as the competency of the committee to review an unredacted version of the contract of Sanofi is concerned, I cannot answer that question.

Mr. Garnett Genuis: You don't think we're competent, but you accept the Speaker's ruling and the obligation to comply.

Mr. Jean-Pierre Baylet: I would not judge—

Mr. Garnett Genuis: Okay, well....

Go ahead, Ms. Sampson.

Mr. Jean-Pierre Baylet: That's not what I said. Thank you.

Mr. Garnett Genuis: I don't know what you said, but I have only so much time.

Ms. Sampson, do you recognize the Speaker's ruling and your obligation to comply with the law?

Ms. Najah Sampson: I understand the direction that this committee would like to take. I am not refuting any of the authorities that have been placed with this committee, but it is still Pfizer's position that we not provide an unredacted contract.

Mr. Garnett Genuis: Again, that's not really an answer. Big pharma is not supposed to be above the law, and we need these contracts.

Ms. Gauthier, what's your position on the Speaker's ruling?

Ms. Patricia Gauthier: We will comply. We comply with the laws in every country where we operate. We will always continue—

Mr. Garnett Genuis: Okay. That includes an order of a parliamentary committee...?

Ms. Patricia Gauthier: We will comply with the law in every country where we operate.

Mr. Garnett Genuis: Thank you.

The gentleman from Medicago.... I'm sorry. You already said that you'd provide the unredacted documents.

I hope the government doesn't continue to try to cover for the desire of some in industry to hide these contracts.

I want to also just ask who asked for the confidentiality of contracts. Was it a demand from industry in these negotiations, or was it a request from the government?

The Chair: Mr. Genuis, we'll have to come back to that. You're out of time, but there will be a subsequent round.

We'll turn now to Mr. Housefather.

You have the floor for five minutes. It's good to see you back, sir.

Mr. Anthony Housefather (Mount Royal, Lib.): Thank you very much, Mr. Chair.

Thank you, colleagues, and thank you to all of you for being here today.

I want to start by clarifying a few things. Number one, notably, this motion from Madam Sinclair-Desgagné doesn't ask the pharmaceutical companies to provide anything. It asks the government to provide something to the committee. Right away, the questions about whether you've provided or not provided are not the relevant questions. The question is whether or not in any other country a government has provided to a parliamentary committee these contracts.

Just give a yes or no, Madam Gauthier. Has in any other country a government provided to a parliamentary committee a Moderna contract?

Ms. Patricia Gauthier: Thank you very much for your question.

To my knowledge, no.

Mr. Anthony Housefather: Ms. Sampson.

Ms. Najah Sampson: To my knowledge, no.

Mr. Anthony Housefather: Mr. Baylet.

[Translation]

Mr. Jean-Pierre Baylet: Not to my knowledge.

[English]

Mr. Anthony Housefather: Okay.

The second question I wanted to get at is this. There's an allegation that there's been a breach of the contract. I would come back to what Mr. McCauley said, that there are civil servants who have gotten these contracts and have read the contracts unredacted. The Government of Canada has said that we will waive the redactions that we requested in previous parliamentary committees, so there will be no redactions at the request of the government.

The question is this: Would the government be in breach of our contract with Moderna, Pfizer, Sanofi and others in the event that we provided the contracts in an unredacted way and the company said that certain provisions of the contract needed to be redacted for trade secrets or other reasons?

I haven't seen this contract, but I've seen the released Pfizer contracts that have been leaked from other countries. In all of those countries, there's a pretty standard provision in the confidentiality provisions that says that an exception to the confidentiality provisions is when, as a matter of law, the contract needs to be disclosed. In Canada there's the Parliament of Canada Act, which is a law that allows a parliamentary committee to compel the release of the document.

Can I understand, if this is the case...? I assume it is. I was a general counsel, and like Madam Gauthier I had the legal experience. In the past, whenever I had a confidentiality clause in an agreement—which is the standard, Mr. Genuis; it's in all agreements and both sides want it—I did an exception for providing it if a law requires it. Then the normal thing is that the disclosure has to give the opportunity to the recipient, the other party, to seek a protective order and co-operate. These are the standard clauses.

If this is the standard clause, how would the government then be in breach, provided we gave you notice and helped you seek a protective order or agreed to co-operate to help you seek a protective order?

I think Madam Gauthier would probably be best placed to answer that question.

Ms. Patricia Gauthier: I have not practised law for many years, so I will not comment on the legal aspects of this, if I may.

It's a really good question. I think what we want at the end of the day is that the terms and conditions that are contained in these agreements remain confidential. That's what we want, ultimately. It's important, because again, put yourself back in the context of two and a half years ago. Those were crazy times. We had to move fast. We had to create together. We created these agreements. I think what's important for companies....

I come from big pharma, and I'm in a tiny biotech that is growing fast, that is investing in Laval, that will be hiring more Canadians and that will be developing Canada into a centre of excellence in mRNA. That's massive, and that's because we believe Canada offers a predictable, secure and stable environment in which we can do business.

● (1740)

Mr. Anthony Housefather: Absolutely, you deserve predictability.

The question is this. Every company that enters into an agreement with the Government of Canada knows that it's possible that parliamentarians may ask for a copy of the contract. It's happening right now with McKinsey before the OGGO committee. It's not unheard of and there's a confidentiality process for the committee.

Mr. Chair, how much time do I have left?

The Chair: You have about a minute.

Mr. Anthony Housefather: In this and whatever subsequent time I have in another round, I want to understand precisely, explicitly—not just saying that there's secret stuff in the contract—what clauses in the contract you would consider confidential.

For example, in the event that the formula for any of the vaccines was included in an annex to an agreement, which would be highly unusual because I don't know why Canada would need to produce it because we wouldn't create it ourselves, I could fully understand why the committee would have absolutely no need to know the formula for the vaccines. In my next round, I'm going to ask you to think about specifically which clauses in the contract you think need to be withheld and why.

Thank you.

The Chair: You still have about 30 seconds, if you want to at least get one answer.

Mr. Anthony Housefather: Madam Gauthier, can you, in 30 seconds, try to answer which clauses it was?

Ms. Patricia Gauthier: There are global dynamics at play here. When these agreements were negotiated, every country was trying to secure a supply of vaccines for their country, and there are dynamics in terms of price referencing from one country to another. Each country has different laws and circumstances, and each agreement is different. There are many clauses on things such as pricing and sensitive commercial information and competitive information. We are in a global market dynamic and in a very competitive market dynamic as well, so any clauses that pertain to that are highly confidential and put the business at risk. If the business is at risk, it's the patient's benefit ultimately that will be impacted.

The Chair: Thank you very much.

[Translation]

Ms. Sinclair-Desgagné, you have the floor for two and a half minutes.

Ms. Nathalie Sinclair-Desgagné: Thank you, Mr. Chair.

I think that my colleague Mr. Housefather's questions are highly appropriate. There does indeed seem to be a cassette that mixes everything up.

I'm surprised. I thought you had practised law. But there is confusion here between industrial and commercial confidentiality. Commercial competition is never an exception to the Access to Information Act, but we haven't even got there yet. We are not about to release any information. We want to do our work as parliamentarians and limit the confidential information to the committee members here today.

Several of my colleagues spoke earlier about the committee's compliance with confidentiality. It happens all the time. Canada's Parliament can compel the release of documents. This was done recently with McKinsey & Company, but it has frequently been done before.

My colleague asked whether commercial contracts should be treated more confidentially than secret and confidential information about Afghanistan held by the Department of National Defence. No one is above the law. No one is above Canada's Parliament. The

Standing Committee on Public Accounts has the right to require documents like these.

Now we're taking it even farther, and raising questions about secrecy. Mr. Tada, you gave a short description of what can be found in the contracts. There is the price, the quantity, the location and availability. None of these has anything to do with intellectual property or trade secrecy.

As a reminder of what trade secrecy is, I'm going to quote from Justice Phelan's decision in *Merck Frosst Canada Ltd. v. Canada (Health)*:

The type of information which could potentially fall into this class includes the chemical composition of a product and the manufacturing processes used.

I am not a lawyer, but from the world of business. And yet, I've never seen a commercial contract that included a product's chemical composition or manufacturing process.

There's a misunderstanding that really needs to be clarified. I would very much like to end this meeting with all of us on the same wavelength, and using the same definitions, which have, after all, been established in law for quite some time now.

• (1745)

The Chair: Thank you, Ms. Sinclair-Desgagné.

[English]

Mr. Desjarlais, you have the floor for two and a half minutes.

Mr. Blake Desjarlais: Thank you very much, Mr. Chair.

I'm quite disturbed by the level of testimony provided to Canadians and their representatives today. We've asked simple questions about the paramountcy of Parliament and the direction of the Parliament of Canada Act. It is clear that, when you enter into contracts with the government, the Parliament act is supreme. You know full well the risks of entering into a contract with any government, in particular, a democratic one with the potential to ensure that Canadians can shine a light on what's happening here. That's something that is going to happen not just here but across the globe, I would hope, in holding your corporations accountable.

Except for the scientific breakthrough, your corporate practices have been detrimental to the world. They've been hurtful in that you have been unable to waive the TRIPS waiver, which has potentially caused thousands of deaths across the globe. It is important that Canadians understand that, when we are dealing with a private company, this is the kind of hostage takeover situation governments end up in, where it's sitting in front of us accusing us of breaching our requirements to the public and even going so far as to say the government is in breach.

Mr. Housefather spoke eloquently about the risk to Canadians. I believe that risk is unfair. You have a conflict of interest. In your presentation today, you described how valuable it is to ensure that lives of humans, in particular, Canadians, are protected, and then you've counterbalanced that by saying that your IP is so important that it's going to detrimentally impact your ability to negotiate elsewhere.

Our perspective, my perspective is the fact that, across the globe, this disease is still occurring. It's hurting everyone across the globe, and you're trying to protect your IP in order to get better pricing for your companies. It's egregious what corporations—not just yours—are susceptible to because of the laws we make in our country. We share, the government shares, responsibility for the actions you've taken here, which is why we need to have far stronger protections for Canadians in the pharmaceutical industry and temper their appetite for Canadian profits, and also global profits, at the expense of people's lives.

Canada used to be a leader in this space. We used to have, as a matter of fact in Winnipeg, the Winnipeg labs. We had investments in these things, and we sold out Canadians to corporations that would otherwise hold us hostage here today and threaten that they would sue Canadians because of what they already agreed to under the contract—the supremacy of Parliament—which is outlined clearly and identified by Mr. Housefather.

I'm not happy with how this has gone, and I have no further questions. I hope you reflect on the importance of waiving the TRIPS waiver to save lives.

The Chair: Thank you.

I assume you mean you have no other questions for now. We'll come back to you.

Mr. Blake Desjarlais: I'll have another one.

The Chair: Yes, I realize that.

I'm going to take a minute before I turn to Mr. McCauley.

From my perspective, there are lots of great questions and the members' time is the members' time. There are an awful lot of questions for witnesses that deal with legal matters around Parliament. They might be lawyers, but I want to highlight that we do have the legal clerk here. If you have questions, they can be directed to him as well. The witnesses are here to speak about these contracts and their positions on them. I give members latitude, but I do want to say that sometimes I sense that some questions could be referred to the law clerk, if you decide that's where you want to go. Again, it's your time and your decision.

Mr. McCauley, you have the floor for five minutes.

Mr. Kelly McCauley: Thanks, Chair.

Witnesses, thanks very much.

I want to put a couple things to bed here. There is zero information on IP or anything in any of these contracts. Is that correct? Any talk of "It's IP that we're going to lose because these are secrets" is misinformation. I'll take the lack of response to mean that I'm correct there.

I want to go back to what I was discussing earlier. I want to look at some of the comments from.... I assume you're all paid members of the various chambers that wrote to us. There's a comment here that 11 MPs in camera looking at these documents could hurt the business environment and stability in Canada. Another one says it could wreck our reputation as a reliable partner with which to do business or set "a worrisome precedent" for someone wanting to invest in Canada and that such a decision could erode investor confidence and have reputational consequences.

I want to get back to how many leaks of your contracts have come from Government of Canada procurement officials. Let's start with Pfizer and Moderna, because those are big ones we're dealing with.

• (1750)

Ms. Najah Sampson: Thank you for the question.

I am not aware of any leaks that have occurred here in Canada.

Mr. Kelly McCauley: Mrs. Gauthier...?

Ms. Patricia Gauthier: To my knowledge, I'm not aware of leaks in Canada.

Mr. Kelly McCauley: Right, so there have been none from Canada.

We have leaks probably covering 90% of your vaccine business between the U.S., etc. These leaks, some of them, have leaked everything, and others most. Has this adversely affected Pfizer's investment in the U.S. or the U.K., or Moderna's investment in the U.S., the U.K. or the EU? Has it negatively affected the business environment for dealing with them?

I'd like a simple, quick yes or no. I think the answer is no, but you can disagree if you wish.

Ms. Patricia Gauthier: I'll start.

I can't comment on the leaks that have happened in Europe. We are—

Mr. Kelly McCauley: No, but has Moderna said, "Well, EC, you leaked your entire thing, so we're not investing in EU countries anymore"?

Ms. Patricia Gauthier: What I can say is that Canada is getting the first mRNA manufacturing site—

Mr. Kelly McCauley: I'm not asking about—

Ms. Patricia Gauthier: —from Moderna—

Mr. Kelly McCauley: I'm not asking about Canada.

Ms. Patricia Gauthier: —so I think it speaks—

Mr. Kelly McCauley: Has Moderna pulled out of investing or divested or anything?

Ms. Patricia Gauthier: I can speak to what I know, which is that we are investing in Canada because of the very secure, stable, predictable environment that Canada has to offer, and we're not investing everywhere in Europe.

Mr. Kelly McCauley: Does the EC not have a stable, secure environment?

Ms. Patricia Gauthier: We're investing in Canada given the environment it offers.

Mr. Kelly McCauley: Is Moderna pulling all of its investment out of the countries that leaked and into Canada because MPs cannot see and redact it? I think the answer is no—

Ms. Patricia Gauthier: What I'm talking about—

Mr. Kelly McCauley: What I'm getting at is that this whole argument that it's going to damage investment in Canada or Pfizer's not going to sell doses to us is a false narrative, when probably 90% to 95% of your customers have leaked full contracts and there's no negative or adverse effect on their investment. This narrative that 11 MPs in a guarded room with no phones or copiers or any ability to copy anything is somehow a risk to Canadian investment from Moderna and Pfizer.... I'm just putting that to bed.

I'm curious. One of the contracts we saw from Brazil—and this was for Pfizer—needed Pfizer's permission to donate any excess vaccines. Has Pfizer ever refused any country wishing to donate any vaccines purchased from Pfizer?

Ms. Najah Sampson: I can't speak on all of the contracts that Pfizer has signed around the world and donations.

Mr. Kelly McCauley: Are you aware of any?

Ms. Najah Sampson: I can speak about the process here in Canada—

Mr. Kelly McCauley: No. I'm just asking, are you aware of any? The reason I ask, you know, is that the Government of Canada, we purchased a lot, but we've also had about a billion dollars' worth of vaccines stale-date, which we've had to discard.

I'm curious, you know. Again, for Pfizer, with the Brazil contract, one of the issues is that Brazil had to seek permission to donate to poorer countries or other countries. I'm curious. Did Pfizer then perhaps refuse permission for Canada to donate excess vaccines to help out poorer countries abroad?

Ms. Najah Sampson: There is a process in place here in Canada, and it has been exercised for Canada to donate excess doses to other countries. In fact, it was made public that—

Mr. Kelly McCauley: Did Pfizer ever refuse permission?

The Chair: Mr. McCauley, I'm afraid that is the time.

Ms. Najah Sampson: Here in Canada, we have not refused permission.

The Chair: Mr. Fragiskatos, you have the floor for five minutes, please.

Mr. Peter Fragiskatos: Thank you, Chair. I'm glad you pointed out the presence of our law clerk, because I do want to start with a question there.

Sir, is there anything that has been said with respect to the powers of parliamentarians to compel documents...? A number of things have been said in that vein here today. Is anything that you've heard incorrect?

Mr. Michel Bédard: I heard references to the power to compel the production of documents and the committees. This is a power that is delegated by the House, and the committee has a right to compel the production of unredacted documents.

Now, the committee can hear concerns and put in place safeguards or measures with the view to protect confidentiality, and from the reading of the motion that the committee is debating, which is before the committee, measures with that purpose are proposed.

• (1755)

Mr. Peter Fragiskatos: This is a legal power. This isn't some kind of suggestion. This is something that carries the weight of law.

Mr. Michel Bédard: The power to send for records is part of the parliamentary privileges of the House of Commons. Privileges are written in the Constitution, so they're constitutional in nature. They are legal and constitutional. They're also recognized by the Parliament of Canada Act, and per section 5 of the Parliament of Canada Act, it's expressly stated that they're part of the law of the land of Canada.

Mr. Peter Fragiskatos: I thought it was important, colleagues, to make sure that we have the law clerk on record.

If I could turn to the witnesses now, I certainly want to ask you about the motion and what you're worried about with respect to the motion, but I also think about this from the perspective of our constituents, whom ultimately we're representing.

You've raised a number of concerns about the motion, but I wonder if you could explain those concerns in very basic terms, in terms of how, if this motion were to go ahead, it would impact negatively the everyday person economically and socially.

I'll give you a concrete example. In our health system, would there be negative impacts for the overall well-being of Canadians in terms of the providing of necessary vaccines, for instance, or other impacts on jobs? If this motion were to go ahead, what would be the ultimate negative consequence for the everyday person we represent in our constituencies? That's ultimately, I think, a key question that needs to be wrestled with as we debate and discuss the matter.

We could start with Mr. Baylet and then move to Ms. Sampson, Ms. Gauthier and Mr. Tada.

[*Translation*]

Mr. Jean-Pierre Baylet: Thank you for your question.

I can't tell you today what this impact might be on the people you represent. What I am worried about is that the information on things like prices could fall into the hands of my competitors. I think it would be a problem for Sanofi.

We are active not only in Canada, but other countries as well. In contracts, the price is one of many factors that needs protection, to allow for competition in accordance with international rules. No competitor should be given a particular advantage.

As the Sanofi representative, that is my concern today.

[*English*]

Mr. Peter Fragiskatos: Thank you very much.

Ms. Sampson, to the everyday person—the nurse, the teacher, the firefighter and so on and so forth—if something like this goes through, how does it jeopardize anything in their lives, potentially?

Ms. Najah Sampson: I appreciate the question. Thank you.

I live here in Canada, and I have close to a thousand colleagues and employees here in the country. Just to go back, I think Canadians recognized how swiftly the government and vaccine manufacturers moved in the wake of the pandemic to ensure these vaccines were made available as fast as possible.

There is an unprecedented level of co-operation up to this point, and I think that resulted in the protection and the saving of lives in Canada across the board. Hopefully, everyone understands that and is aware of that—

Mr. Peter Fragiskatos: There is limited time, with great respect. I'm sorry.

Ms. Gauthier, if you could...?

Ms. Patricia Gauthier: This is a hypothetical question, so it's quite hard to answer.

What I can say is that the safeguards we have in the agreements have allowed us to focus on bringing doses of vaccines to Canadians. On December 24, 2020, we had 168,000 doses landing at Pearson just on time for Christmas, before when we were planning for. We turned every stone—every stone—to bring those vaccines to Canadians.

That's because we knew we had safeguards of confidentiality in the agreements, so we could focus on what mattered for Canadians. That's what we did. Hypothetically, I think we can think about what would happen if the environment changes. I can leave it to—

Mr. Peter Fragiskatos: Your work is very much appreciated, to be sure.

• (1800)

The Chair: Witnesses, the clerk just reminded me—and I'm sorry this is coming so late—that we're going to keep you here beyond 6 p.m. because we started late. I appreciate your patience with us. There will be another series of questions. I should have mentioned that off the top. It is standard that, when the House holds votes, committees start late, so if you'll please indulge us, I will endeavour to move things along quickly.

Mr. Kram, you have the floor for five minutes.

Mr. Michael Kram: Thank you, Mr. Chair.

I would like to circle back to the Auditor General's having access to the unredacted documents. We've heard from Pfizer already, so I wonder if we could just quickly hear from the other four companies.

Were all of you opposed to the Auditor General's having access to unredacted copies of the contracts?

[*Translation*]

Mr. Jean-Pierre Baylet: Thank you for your question.

I can confirm that Sanofi was opposed to providing the Auditor General with an unredacted copy of the document.

Ms. Patricia Gauthier: Thank you for your question.

I must say that the past two years went by as if we were in a fog. That's what happens when you are single-handedly running a busi-

ness and supplying millions of vaccine doses to Canada. I honestly can't even remember what happened during that period. That's why I couldn't possibly give you an accurate answer to your question.

[*English*]

Mr. Michael Kram: Mr. Tada, we haven't heard from you in a while. If you could answer as well, I'd appreciate it.

Mr. Toshifumi Tada: I can't comment on that, but given the situation we face now, we are not opposed to the full disclosure of an unredacted copy of the contract to the committee, as long as confidentiality is kept.

Thank you.

Mr. Michael Kram: Thank you.

Mr. Baylet and Ms. Sampson, did you communicate your concerns to members of the government before they provided unredacted documents to the Auditor General?

[*Translation*]

Mr. Jean-Pierre Baylet: Thank you for your question.

I confirm that Sanofi expressed its concerns in writing with respect to the disclosure of this unredacted document.

[*English*]

Ms. Najah Sampson: Thank you for the opportunity to clarify. Pfizer was not a part of the process. Again, we would have expressed our concerns if we had known that the unredacted contract would be provided to the AG.

Mr. Michael Kram: The government just provided the unredacted documents to the Auditor General without your knowledge. After you found out it had happened, you then voiced your concerns. Am I understanding you correctly?

Ms. Najah Sampson: We would have voiced our concerns at that time.

Mr. Michael Kram: You haven't voiced the concerns about the documents being given to the Auditor General, because what's past is past and it's water under the bridge. Is that correct?

Ms. Najah Sampson: That's correct.

Mr. Michael Kram: Okay.

Did you communicate your concerns to the government about providing the unredacted documents to this committee?

That's to both of you.

Ms. Najah Sampson: Yes. We have discussed this in the past. I think both sides have agreed that the confidentiality clauses should be upheld in the contracts. I know that the government isn't here today to share its opinion, but it is worthwhile to understand its perspective.

Mr. Michael Kram: Mr. Baylet.

[*Translation*]

Mr. Jean-Pierre Baylet: I confirm that we requested that the unredacted version not be provided to this committee.

[English]

Mr. Michael Kram: Who in particular did you talk with? Was it politicians? Was it civil servants? Could you elaborate, please?

Ms. Najah Sampson: I don't have those names, but I can come back to the committee with those names.

[Translation]

Mr. Jean-Pierre Baylet: I don't have the names of the government staff members, but it was the Public Services and Procurement Canada team.

[English]

Mr. Michael Kram: You can confirm that it was staff and not elected officials. Is that accurate?

[Translation]

Mr. Jean-Pierre Baylet: That's right.

[English]

Mr. Michael Kram: Okay. I see that Ms. Sampson is nodding.

Let's shift gears a bit to Bill C-290, which is the public sector integrity act. This is a bill that is before Parliament. It's about strengthening whistle-blower legislation.

Do any of the witnesses have any position on this particular bill?

• (1805)

Ms. Patricia Gauthier: I just heard of the bill today. I have not had time to read it, but I can say that, in terms of governance, whistle-blowers and protecting people raising issues is very much aligned with the values of Moderna. I look forward to reading the bill and having further conversations.

The Chair: That is the time, Mr. Kram.

I'll now turn to Mr. Housefather for five minutes.

You have the floor.

Mr. Anthony Housefather: Thank you, Mr. Chair.

I want to come back to where we were. To start with, I think it's really important to have all of you here to convey what your position is and to get clarity on what that position is. We're talking in vague generalities—we want to protect this and we want to protect that—and I think it's important to get to very specifically what you want to protect and why, and the fear that you have. The fear that you have is clearly somehow that this committee will leak the document, because you would have suffered no damages in the event that the committee didn't breach confidentiality and it was only the members of the committee who had it.

I struggle a little bit to understand why you would trust the public servants more than the members of the committee, particularly when they would be in a room with the law clerk and wouldn't have access to any phone or any device to actually take a picture of the agreement or anything like that. It would be only their unaided memory that they could leave the room with, and then they would be in breach of the rules of Parliament if they actually divulged.

I want to come back then, to cut to the chase, to the agreement.

The Chair: Mr. Housefather, I have a small point of clarification—I've stopped the clock—the law clerk is not part of the motion, just so you know.

Mr. Anthony Housefather: I thought it was in his office.

The Chair: It's the clerk's office, I believe.

Mr. Anthony Housefather: The clerk's office...? Excuse me: It's the clerk, not the law clerk. Got it.

The Chair: Exactly, yes.

Starting again, the time is yours.

Mr. Anthony Housefather: Thank you, Mr. Chair.

Can I come back to it again? I really do want to understand, because I think where you have the concern is important. The concern is obviously only if somebody breaches.

Price, I understand. Price is a question and a competitive issue, and you don't want other countries to know what price you gave Canada. Also, some of my colleagues have talked about intellectual property. Again, I have very rarely, although on occasion.... I think, in the European Union leaked documents, there actually was some trade secret information that related to a process to manufacture the vaccine, but I would assume that wouldn't likely be in this contract. If it were, I could understand.

Again, if you had trade secret information related to the composition of the vaccine, how you process and manufacture the vaccine—although, again, I don't know why the government would need to know that—that would be information that would be very important not to have disclosed to competitors unless it was patented, in which case it would be public.

For Pfizer, please, other than that—other than price and trade secret information—what other clauses would be confidential?

Ms. Najah Sampson: Thank you for the question.

I think we're talking about protecting the entire agreement and the confidentiality of the entire agreement.

Mr. Anthony Housefather: I'm sorry, but for the terms under which you deliver—if you deliver FOB origin or FOB destination—that is not in any way information that could harm you if it were disclosed publicly. For the terms of the confidentiality clause of the agreement—what terms you used—that's not something that would harm your business if they were disclosed publicly. Whether or not it was subject to the law of Quebec or the law of Ontario wouldn't harm your business if it were disclosed publicly. If there were an arbitration clause, that wouldn't harm your business if it were disclosed publicly.

I now want specifics. What are those specific clauses in the agreement? You're going to have to explain to me exactly why they would harm your business. Please give me the exact clauses of the agreement that you feel are confidential, that couldn't be disclosed and where you would have actual business risk in the event that they were disclosed vis-à-vis your competitors or your international markets.

Ms. Najah Sampson: To be as specific as I can, I think there are parts of the contract that deal with supply and supply schedules.

Mr. Anthony Housefather: Okay.

Ms. Najah Sampson: We have actually more than one vaccine, so for information as it relates to our different vaccines and the differences between them, a lot of that is proprietary. It's proprietary information, but it's also very commercially sensitive. When we talk about Canada and the contract we have in Canada, it actually does impact. It could be seen as something that is of interest in other countries, because we also have these confidential contracts in other countries.

Again, I think we're talking about these contracts holistically, but there are definitely components that are commercially sensitive for us from a competitive perspective and proprietary for us, but that then also could impact or prejudice some of the discussions we're having right now as we speak with other countries around the world.

• (1810)

Mr. Anthony Housefather: Again, I understand. I come from this background. I was a general counsel. I understand that there are certain parts of a contract that, if they become publicly disclosed—again, that would presume that the committee would publicly disclose them somehow—could harm your ability.... For example, if you priced one country differently than another, or if you had a supply schedule that said you were favouring shipments to one country over another and this would become public, that could harm your business relationship with other countries. I fully understand that, but there are many clauses of the agreement that would not. Is that right?

Ms. Najah Sampson: That's correct.

Mr. Anthony Housefather: I'm asking in terms of redactions. You're proposing to redact trade secret information. Trade secret information would be how you make the vaccine and how you manufacture it. I don't think many people would have a problem with not seeing that. I personally don't think so. Then you're proposing it on pricing. I'm not sure if that would or would not be a problem. That's for pricing. You're also talking about the schedule of deliveries, which, given the fact that these schedules really were during the pandemic several years ago.... I know there are still ongoing vaccine deliveries under new amendments to the agreement, but that's—

The Chair: Mr. Housefather, I'm going to have to stop you there. Your time is up. We will come back to you as well.

Mr. Anthony Housefather: Thank you, Chair.

The Chair: You'll be able to press that point one last time.

[*Translation*]

Ms. Sinclair-Desgagné, you have the floor for two and a half minutes.

Ms. Nathalie Sinclair-Desgagné: Thank you, Mr. Chair.

Please answer my very straightforward question with a yes or a no.

I'll begin with you, Mr. Baylet. When you signed the contracts for the vaccines with the government of Canada, were you aware that there was a provision on parliamentary access to information?

Mr. Jean-Pierre Baylet: No.

Ms. Nathalie Sinclair-Desgagné: Okay.

[*English*]

Ms. Najah Sampson: I'm sorry. I didn't hear the question.

[*Translation*]

Ms. Nathalie Sinclair-Desgagné: Did you know that there was a parliamentary access to information provision when you signed these contracts with the government of Canada?

[*English*]

Ms. Najah Sampson: The translation isn't working. I apologize.

The Chair: Pardon me.

I'll let the clerk check on that.

Mr. Kelly McCauley: French to English is working for me.

The Chair: Did you say English is on the French channel?

Ms. Najah Sampson: I can hear that test.

The Chair: Do you have it? Okay. That's good.

I will repeat the question. It will not count against your time.

Ms. Nathalie Sinclair-Desgagné: Can I have my time back?

The Chair: You were stopped. You're good.

Ms. Nathalie Sinclair-Desgagné: I had to repeat the question twice.

The Chair: I'm going to repeat it right now.

Were you aware of the parliamentary oversight that is part of our system, wherein there is a possibility parliamentarians could review these contracts?

Ms. Najah Sampson: I was not aware they could review the unredacted contracts here.

[*Translation*]

Ms. Nathalie Sinclair-Desgagné: Thank you.

Would you like to add anything, Ms. Gauthier?

Ms. Patricia Gauthier: I was not a member of the initial team that negotiated the first contract, which was used as a basis for all the other contracts. I don't know if they were aware.

I was only involved in the contracts that were amended and that added...

Ms. Nathalie Sinclair-Desgagné: In the amended contracts, were you aware that there were parliamentary provisions?

Ms. Patricia Gauthier: Honestly, that was neither the focus of my negotiations, nor something that I had thought about. I am telling you that frankly.

There was so much happening at the time that it wasn't at the top of the priority list.

Ms. Nathalie Sinclair-Desgagné: I understand.

Would you have liked to know about it? Would it have changed your mind about the decision to sign a contract with Canada? Would you have likely sold the vaccines to Canada anyway, even if you had known about this parliamentary provision?

Mr. Jean-Pierre Baylet: It is of course important for us to know what these provisions are and how they might have an impact. Would this have changed our negotiations? Probably not, because we have a confidentiality requirement in the contract and it applies to both Sanofi and the government.

Ms. Nathalie Sinclair-Desgagné: Ms. Sampson, could you answer my question?

[English]

Ms. Najah Sampson: I can't say whether it would have changed what we did during that time. I think our focus, at that time, was on ensuring we got as much vaccine out to Canadians as quickly as possible and with the highest level of quality.

[Translation]

Ms. Nathalie Sinclair-Desgagné: Okay.

How much time do I have left, Mr. Chair?

The Chair: You have 30 seconds left.

Ms. Nathalie Sinclair-Desgagné: Perhaps in the next round I'll have more time to comment on a very interesting factor that you mentioned, Mr. Baylet, about the reasons for your refusal. I fully understand you.

What companies seek is the ability to invoice the people they want at the prices they want. It's called anti-competitive practices. Of course there are institutions, particularly in the developed countries, but also in the developing countries, to combat anti-competitive practices. That's what's called a competition authority.

The government's role is to be on the side of consumers and citizens.

The Chair: Thank you very much.

[English]

Mr. Desjarlais, you have the floor for two and a half minutes.

• (1815)

Mr. Blake Desjarlais: Thank you very much, Mr. Chair.

I want to now turn to an important piece of the work that we do here, which is ensuring that we have regulations for the protection of Canadians in relation to preferred contracts and how people, like the representatives of your company, come into these contracts with Canadians. It's an important piece to understanding how that works here. Part of that is the lobbyist registry.

It's very clear that your companies, through various ways, have been able to get access to the government to ensure your perspec-

tives were heard very quickly. I understand that not all of the companies here, including Moderna, are part of my following statement. It's in relation to the Innovative Medicines Canada lobby. That's a large lobby group here on the Hill. Many of us are aware of their work and have had to meet with them. Oftentimes, they are advocates for commercial interests.

It's obvious that you work closely together, probably far closer than you are with Parliament at this time. Oftentimes, these requests are to increase your profit margins, rather than regarding the public needs of Canada's people, through industry organized by Innovative Medicines Canada.

How many times did Innovative Medicines Canada lobby the federal government during the pandemic? Are any of you aware of how many times?

Ms. Najah Sampson: I am not aware.

Mr. Blake Desjarlais: I looked, and you met with dozens of public office holders, including MPs, deputy ministers and the senior staff in ministers' offices, just in the last year.

Why do private companies lobby the federal government? That's a big question I have. Why do you lobby the government? What's your interest?

[Translation]

Mr. Jean-Pierre Baylet: Thank you for your question, Mr. Desjarlais.

Unless I'm mistaken, if you want to speak to members of the government, you have to register as a lobbyist. You have to declare your meetings and identify the people you are meeting. It's a legal obligation, and Sanofi ...

[English]

Mr. Blake Desjarlais: Why do you lobby?

[Translation]

Mr. Jean-Pierre Baylet: I believe I answered that question already.

I am on these lists because I meet the...

[English]

Mr. Blake Desjarlais: Mrs. Gauthier, do you understand the nature of the question? Why does Moderna lobby?

[Translation]

Mr. Jean-Pierre Baylet: It's because I have to...

[English]

Mr. Blake Desjarlais: I'm sorry, Monsieur.

[Translation]

Ms. Patricia Gauthier: That's a very good question.

I can no longer remember who it was, but someone mentioned that we had learned many lessons from the pandemic. I think it was Ms. Sinclair-Desgagné.

I met with elected representatives so that we could take stock of the lessons learned from the pandemic.

[English]

We all suffered in Canada. We absolutely must continue crystallizing the learning from the pandemic. I have been having discussions with them to make sure that, as we move forward, the amazing work that was done by many Canadians and by many government officials and public servants serves as a new way of working into the future. I've been having discussions with them about that.

The Chair: Thank you very much.

Mr. Desjarlais, you'll have one more round.

Mr. Genuis, you have the floor for five minutes.

Mr. Garnett Genuis: Ms. Sampson from Pfizer, specifically, can you confirm that your company retained McKinsey? For what period, and is your relationship with McKinsey ongoing?

Ms. Najah Sampson: I'm sorry. Could you be a little more specific?

Mr. Garnett Genuis: It's McKinsey & Company.

Ms. Najah Sampson: Pfizer Canada...?

Mr. Garnett Genuis: Pfizer Canada first and then Pfizer globally.

Ms. Najah Sampson: I will get back to you. Unfortunately, I don't have that information with me right now, but I can submit that to the clerk.

Mr. Garnett Genuis: You're the president of Pfizer Canada, and you don't know if you've ever retained McKinsey either way.

Ms. Najah Sampson: We have—

Mr. Fabien Paquette (Vaccines Lead, mRNA Vaccines and Antiviral Portfolio, Pfizer Canada): If I may speak on this one, I could clearly say that we never worked with McKinsey related to any contracts for vaccines or any other contracts in Canada.

Mr. Garnett Genuis: Has Pfizer Canada retained McKinsey in recent years, Mr. Paquette?

Mr. Fabien Paquette: I'm not aware of any contract that we have with McKinsey outside of what we can do in my area, which is for vaccines.

Mr. Garnett Genuis: I'm sorry. Are you not aware of anything outside of that area, or are you not aware of anything in that area?

Mr. Fabien Paquette: I'm not aware of whether we've worked, or not, with McKinsey. I know that in vaccines we haven't for the contracts. That's for sure.

Mr. Garnett Genuis: Okay.

It has been reported in the media that McKinsey has done work for Pfizer. It's been reported that it was simultaneously advising governments on their COVID responses. It has also been reported that McKinsey was advising a provincial government specifically on the negotiation of agreements. Therefore, I would appreciate a follow-up in writing to the committee.

Also, staying with Pfizer representatives, in 2009, Pfizer and one of its subsidiaries paid over \$2 billion in the United States in a health care fraud settlement, resolving civil and criminal liability

related to Bextra. I think instances like this underline, for me, the importance of accountability, oversight and not taking a “just trust us” approach when it comes to companies like yours.

How much has Pfizer paid in Canada in the last 20 years in settlements related to false claims or faulty products?

• (1820)

Ms. Najah Sampson: I am not aware of any settlements that we've paid in Canada. I can bring that back to the clerk if there are some, but there are none that I'm aware of.

I am glad that you raised that because it's a matter of trust.

Mr. Garnett Genuis: Yes, it is a matter of trust.

I'm just trying to understand. You said that you're not aware of any settlements paid in Canada. There have been multiple billion-dollar-plus settlements related to Pfizer's products in the United States. Is the reason settlements haven't been paid in Canada that legal action hasn't been taken, that our laws are different or that those drugs weren't marketed here? What's happening with Pfizer Canada that's different?

Ms. Najah Sampson: I don't have the answer to that question, but I can follow up with that.

Mr. Garnett Genuis: Okay, so you're not aware of what Pfizer may have done in terms of work with McKinsey. You're not aware of settlements in relation to faulty products or false claims made in Canada in the last 20 years.

You have worked for Pfizer for decades, if I understand correctly, Ms. Sampson.

Ms. Najah Sampson: That is correct.

Mr. Garnett Genuis: Okay. Thank you.

Are there indemnification clauses in these contracts related to COVID-19 vaccines? Could you share a bit with us about the indemnification clauses?

Ms. Najah Sampson: I am not at liberty to speak about the clauses specifically in the contract that have not been publicly communicated. What I can say is that the purpose of indemnity clauses overall is to ensure that patients and consumers have a pathway to—

Mr. Garnett Genuis: To be fair, the purpose of indemnification clauses is so that you don't get sued if there's a problem. That's what indemnification means.

Can you just confirm that there are indemnification clauses in these agreements? It sounds like you won't tell us about them.

Ms. Najah Sampson: Indemnification is standard. I will say that—

Mr. Garnett Genuis: They are in these agreements, then.

Ms. Najah Sampson: They are standard across the board.

Mr. Garnett Genuis: Are they in these agreements?

Ms. Najah Sampson: I can't comment on any clause in our contracts that—

Mr. Garnett Genuis: Can you just tell us if there are indemnification clauses in these contracts that you signed with the government related to COVID-19 vaccines?

Ms. Najah Sampson: I cannot comment on anything in the confidential contracts, but I can say that there are pathways that are available—

Mr. Garnett Genuis: You can't tell us if there are indemnification clauses.

The Chair: Thank you very much.

Mr. Garnett Genuis: Unbelievable.

The Chair: That is the time.

Next is Ms. Shanahan.

Mr. Anthony Housefather: I'm actually going to take that time, Mr. Chair.

The Chair: Okay. That is good, because I was worried there for a minute.

Mr. Housefather, you have the floor for five minutes.

Mr. Anthony Housefather: Thank you.

In response to Mr. Genuis's question, indemnification clauses exist in all agreements. They are a standard thing, but I would think that, based on what I have seen from the leaked documents, the indemnification clauses in COVID-19 agreements are vastly different from the indemnification clauses in normal pharmaceutical contracts, given the development of the product. Governments took greater responsibility in all of the documents that I've seen.

Let me come back to this again. This committee, as you now all understand—maybe it wasn't so clear before—has the power to compel the government to deliver unredacted versions of the contracts. The members have that power. This committee has that power. In order for the committee to not exercise that power, you need to be able to convince the committee that actual harms would be suffered by the people of Canada, by the government, by you or by somebody if unredacted versions were delivered.

I again come back to this. As I would read a normal confidentiality clause, the fact that the law of Canada, the Parliament of Canada Act, obliges the government to deliver that would mean that they were likely not in breach of the agreement provided they followed the other stuff in terms of giving you the right to seek protective orders, etc. I want you to have that opportunity now to clearly convince the committee as to why the committee should say that, even though we're entitled to unredacted, this should be redacted.

I understand it for trade secrets. I understand it for trade secret information. I may understand it for pricing and delivery schedules. I'm less hesitant on delivery schedules, but pricing I understand. What other clauses in the agreements specifically could potentially harm you in terms of having a stable relationship with Canada? You have a right to work in a stable environment. I agree with that too. You invest in a country because you believe in stable relationships, even though there's a parliamentary committee that's not likely to divulge what they see.

I asked Ms. Sampson the last time, so maybe I'll ask you this time, Madam Gauthier. I'm wondering if you could give me specific clauses where Moderna would say, "Wow. These are really sensitive. We would need to have this redacted before it goes to the committee."

• (1825)

Ms. Patricia Gauthier: These agreements are very long and complex. They have been amended a few times, because situations have evolved. We've had to adjust to the situations. I have not—full disclosure—reviewed the agreements in detail before coming here.

Again, you talked about indemnity, you talked about pricing and you talked about trade secrets. There could be some IP. IP is not just a full-on five-pager of a recipe for a vaccine. IP could be woven into some areas. There could be some IP in the agreement in areas. Anything that has to do with the supply chain is really sensitive and confidential as well.

Mr. Anthony Housefather: Again, if you've disclosed who your suppliers are and the terms you have with your suppliers.... There's third party information in there. I get that. I don't see that in many contracts, but I would get that. I don't know where IP is normally woven into a contract. I've worked in IP and technology my whole life, and it's very rare that you would be mentioning IP.

Again, with an indemnity clause, I don't know why the indemnity clause in particular would be harmful to you guys, particularly in this context, given what I would imagine is in that indemnity clause.

I appreciate it, but again, you have to understand the situation here. You clearly have a majority on this committee who would believe that they want unredacted documents to be delivered. Unless you can make specific compelling arguments, it's likely that the committee will adopt that kind of motion.

Again, I want to give you the chance to offer me those compelling arguments as to what you believe will happen. I get trade secrets. I get price. Other areas that you need.... What would happen if this just went to the committee and was never disclosed to anybody else?

Ms. Patricia Gauthier: We entered into these agreements within the rules of engagement, and I don't think these conversations we're having right now were part of the consideration of the rules of engagement at the time.

The context in which these agreements were entered into is very specific. The context in which these contracts were entered into in other countries, with the European Commission and in the U.S., where there was broader support in Moderna's case, are very different.

Mr. Anthony Housefather: Let me ask you a question.

Would you have this problem if it were a different type of contract—not a vaccine contract under COVID-19 but a standard contract you entered into to sell a different drug? Would you have the same problem, or is this very specific to this unique set of circumstances and this unique contract?

The Chair: Mr. Housefather, you're going to hold that question. You will have one last round.

[*Translation*]

Go ahead, Ms. Sinclair-Desgagné.

Ms. Nathalie Sinclair-Desgagné: Can we have an answer from at least one person? I suggest Ms. Gauthier.

The Chair: Okay, but it has to be brief. She can answer yes or no.

[*English*]

Ms. Patricia Gauthier: It won't be a short answer.

The Chair: Okay. Thank you for your honesty.

I am going to do one more round. I'm going to give the witnesses the option of having a five-minute break. We can either get it done quickly like ripping off a band-aid, or I'm happy to suspend for five minutes if you'd like.

Ms. Najah Sampson: Let's just get it done.

The Chair: Okay. I was just checking.

Mr. McCauley, you have the floor for five minutes.

This will take less than 30 minutes in total, just so you know.

Mr. McCauley, it's over to you.

Mr. Kelly McCauley: Thanks, witnesses.

First of all, I have a great appreciation for big pharma. One of the large ones not represented here today has donated an amazing amount of life-saving drugs to children in Edmonton who are suffering from SMA.

This should not be described as a hostile event. We are just trying to understand why we have contracts that have been leaked around the world. We have all the details. I'm looking at a website, Investors.com, on which the president of Moderna is quoting the new price it is trying to get out of the U.S. I am kind of struggling with how we're arguing about a hidden price when it's public. He's going to war with Bernie Sanders in public tomorrow with the current price and the future price being public and how this is going to affect commercial sensitivities.

I am looking at the Pfizer contract leaked from the U.S., and it actually states in 11.9.3 that the receiving party, the government, can release confidential information if required under legal or administrative proceedings.

Pfizer has already agreed in the U.S. that it will release it if required, as Mr. Bédard said. None of this is up for argument. You were invited here to explain—and Mr. Housefather has explained much better—why you are opposed to our seeing some of these things. I'll admit to having great frustration when we keep asking simple questions, especially around these implied threats to Canada.

Mrs. Gauthier, you mentioned, for a great prop, that you were able to deliver by Christmas Eve. You were able to deliver by Christmas Eve because you knew these were confidential, as if it's implied that if it weren't confidential they would have withheld these vaccines from Canada. It's almost farcical when we consider that probably 95% of your combined business is in these leaked contracts that I have copies of when you've clearly stated that you have not divested from these countries and you've clearly not withdrawn any access to vaccines. It's almost as if you're continuing this charade that the only reason you're doing these things out of the goodness of your hearts is that these things are confidential.

I wanted to address that, but also Pfizer already clearly stated in its contract that got leaked, not from Canada, that it could hand it over.

We are going to sit under the guard of our very able clerk without any phones, without any cameras, without any copiers and without any pens and papers to copy anything.

What is the great concern with the 11 of us, who have zero ability...? Mr. Housefather—and I will give him points—has a much better memory than a lot of us do. He might be able to memorize a couple of these words, but what is the great concern with blocking 11 MPs from seeing this with the great oversight provided in the motion by my colleague from the Bloc?

Everything has already been leaked. The Government of Canada hasn't leaked anything, even though there are 100 or 200 public servants who have full access to this, whether it's on the procurement or the legal side. What is this great push-back, this great narrative that your paid allies are spinning about how it's going to be a great disservice to Canada and cost jobs and lives if 11 MPs sit in a guarded room for a day with zero ability to copy anything?

Why is there this push-back and spinning of this Hollywood-style narrative, I would say, about the dangers of Parliament looking at it?

• (1830)

The Chair: You have one minute, Mr. McCauley.

Mr. Kelly McCauley: Ms. Sampson, I'll start with you.

Ms. Najah Sampson: Respectfully, I don't think any of us—especially me, and I'll speak on behalf of Pfizer—is trying to downplay the great responsibility that this committee has. I just want to be very clear about that.

I think, in this particular case, it is the confidentiality that we expect from all of the contracts that we enter into. It's just—

Mr. Kelly McCauley: Your confidentiality has been blown by other countries. In your own contract in the States—and you can quote 11.9.3—it states that you have to provide the information if it's required by law, and it would be required by law.

Ms. Najah Sampson: We would comply with that law.

Mr. Kelly McCauley: Canada hasn't leaked anything. We would have zero ability to leak anything, yet again you're spinning this narrative that it's a business thing and that you'll lose lives, lose jobs in Canada, lose investment. However, that doesn't reflect the facts around the world.

Again, what is the push-back?

The Chair: Thank you very much. That is the time, Mr. McCauley.

I am going to watch the clock closely now.

Mr. Housefather, you have the floor for five minutes.

Mr. Anthony Housefather: Thank you very much.

With regard to the concerns you're expressing, again, I guess I want you to try to think.... I have tried to put myself into the context of what I would feel if I were the general counsel at one of these companies. I'd like you to put yourself in the context of what you would think if you were a member of the committee.

There seems to be, from the position you're taking.... I'm feeling here, at least, that there is a distrust of the members of the committee in a way that you didn't distrust the public servants.

As Mr. McCauley said, there are many public servants who have access to this contract, whether in the legal department or the procurement department, etc., and this would be a motion where a limited number of parliamentarians would view this document in a room without the aid of any equipment to take pictures of it or to copy it. The civil servants actually would have the contract and who knows...?

I am pleading with you to reconsider.

Let me first ask you a question. Is the concern you have that, if you allow or say you would allow parliamentarians in one country to see the document, then parliamentarians in other countries would mimic this exercise and would somehow see the documents in different ways where they wouldn't be as equally protected as they are in Canada? That might be a good reason. Can you let me understand if that is one of the issues?

That is directed to any of you.

• (1835)

Ms. Najah Sampson: I think it's a very good point, and it's the reason that Pfizer has a policy in general about these contracts. We do everything possible to uphold the confidentiality, and that includes not providing them unredacted.

Mr. Anthony Housefather: I understand, but we're the Government of Canada. We're your client.

The Parliament of Canada is an organ that ties to the Government of Canada. The Parliament of Canada Act says that parliamentary committees can require documents.

When you signed the contract, whether or not you had knowledge of that, if it says in the confidentiality clause, which, again, I have not read because I haven't seen the agreement.... It would seem to me.... Every clause on confidentiality that I have ever drafted in my life would make an exception when the law required one of the two parties to divulge the contract, and it would then give remedial measures to the other party to seek protective orders or whatever.

I think you're putting the government here in a difficult position, where you're insisting that somehow a breach would occur. I don't necessarily think a breach would occur. You're also not explaining well why this committee, in the method described, would be likely to breach.

Let's go in a different direction. Look at Ms. Sinclair-Desgagné's motion and tell us what changes you would like to that motion to make you feel more protected if the committee passes the motion. For example, would you like to be in the room when they look at your contract? Would you like to have representatives there to watch the process? What could you suggest concretely that would be a change to the motion that the committee should consider?

Do any of you wish to respond?

Madam Gauthier.

Ms. Patricia Gauthier: I'll start.

I think your question around the precedent is a really good one and one not to take lightly, because there is Canada and there are many other countries in the world. Leaks have happened.

Again, the precedent you just raised is a very valid concern globally, so I think that's one piece.

Mr. Anthony Housefather: Concretely, if you assume the committee will vote yes, what changes would you like to see in this motion to make you feel more secure?

I know you've come here hamstrung by positions that you can't change necessarily at the table, but this is not one of those questions. This is a question of, if the committee goes ahead, what in there is making you feel insecure that you would like changed?

Ms. Patricia Gauthier: Again, not to negotiate here—I think we have teams who are more capable of doing that than us here tonight—but considering terms and conditions to uphold the safeguards around confidentiality would be really important, such as non-disclosure commitments, as an example.

Non-disclosure agreements and things like that could potentially.... I'm talking very hypothetically and not making any commitments. I think we need to uphold the confidentiality of these agreements. We need to respect the terms and conditions without breaching them. Thinking about another legal mechanism that allows us to do that, such as a non-disclosure agreement, could potentially, hypothetically, be something that is discussed between our teams if that was something.

Again, that's very hypothetical. I'm just trying to be solution-oriented.

• (1840)

The Chair: Thank you, Mr. Housefather. That is your time.

[*Translation*]

Ms. Sinclair-Desgagné, you have the floor for two and a half minutes.

Ms. Nathalie Sinclair-Desgagné: Thank you, Mr. Chair.

My question is for Mr. Bédard.

As briefly as possible, given that I don't have much time, can you remember the confidentiality conditions in the motion and how robust they are?

Mr. Michel Bédard: Your motion basically says that these documents are given to the clerk of the committee, that committee members can consult them under the supervision of the clerk, without any personal mobile or electronic devices permitted in the room.

Ms. Nathalie Sinclair-Desgagné: Can you comment on how robust they are?

Mr. Michel Bédard: In terms of confidentiality, because the committee feels that it's an in camera document, any leak of the wording of the motion could constitute a breach of privilege, and hence contempt of Parliament. Any member doing so could be severely sanctioned.

Ms. Nathalie Sinclair-Desgagné: Okay, so there are serious sanctions. Our existing confidentiality measures should generally suffice.

Mr. Bédard, I'm going to ask another very direct question, to which I would prefer a yes or no answer. On the basis of the arguments heard here, which were mainly commercial or competitive in nature, can you tell us whether there are any reasons why the House of Commons would decide that parliamentarians in committee are not entitled to see unredacted documents?

According to you, on the basis of what you've heard here today, are there sufficient grounds to say that we on the committee are not entitled to have access to these documents?

Mr. Michel Bédard: It's really in committee, and then in the House of Commons...

Ms. Nathalie Sinclair-Desgagné: What about the legal basis, or precedents?

Mr. Michel Bédard: From a legal standpoint, it's a power that can be exercised by the House of Commons, a power that entitles it to examine unredacted documents.

Ms. Nathalie Sinclair-Desgagné: So the short answer is no, there are no sufficient grounds. Good. Thank you.

Ms. Nathalie Sinclair-Desgagné: The more or less ultimate argument, which you have just heard, rests on a legal basis and precedents. We discussed the confidentiality provisions that were already established, and the confidentiality of trade information contained in the contracts. We've tried our best to be open.

I'd like you to reconsider your approach. I understand the reasons why you wouldn't want us to have access to this information. Nevertheless, the information will either be consulted in camera by this

committee in a confidential and secure manner, or it will be disclosed under the Access to Information Act and made public.

The Chair: Thank you.

[*English*]

Mr. Desjarlais, you have your final two and a half minutes, please.

Mr. Blake Desjarlais: Thank you, Mr. Chair.

I want to thank Mr. Housefather for his attempt to ensure these corporations have an opportunity to demonstrate to Canadians why it's so important for these aspects of confidentiality to be met.

Of course, you can tell I'm not satisfied, nor are the members. I'm certain they're now going to have to deal with an unfortunate circumstance—an unwilling partner—while ensuring the government is actually protected. I sympathize, in many ways, with my Liberal colleagues.

It's more disappointing to know that we entered into contracts with such companies, which do not understand, first, the supremacy of Parliament and, second, that any contracts in deals with a country like Canada are subject to the Parliament of Canada Act. That is an important lesson, I think.

I hope you learned that today. It's something that is incredibly important for corporations working in any setting to understand: You do not have the right to circumvent democratic institutions or treat members Canadians' representatives the way you did today.

I believe it was an obfuscation of the truth, in many aspects. We're left with the same amount of information as when we began. We have no more information than what we began this meeting with, so it's almost now incumbent upon this committee to ensure this motion is adopted. I question why the government would vote against it, considering the facts we heard today.

You learned nothing more than we have. You should also be concerned that these corporations are of the opinion that they can do what they're doing and in fact try to conceal documents from Parliament, knowing that the law clerk has given a clear statement to these corporations on the present realities, their liability to Canadians and the ability of Parliament to second these documents, even without the protections we spoke about.

I hope you can see that Madame Sinclair-Desgagné's offer to ensure your contracts are protected is a generous one. It doesn't seem to have been seen like that. It's a great offer to your corporations, in order to protect the things you're talking about, or not talking about.

I'm going to be very interested in entering into debate on this motion.

We have no further information. In the same vein as Mr. Housefather, I'll give you each 10 seconds, one last time, to see whether or not there's any more information as to what's so confidential about these documents you don't want us to see.

I'll start with Ms. Gauthier and—

• (1845)

The Chair: I'm afraid you're out of time, Mr. Desjarlais. I'm sure Mr. Housefather will pick up on this in his final round.

Mr. Blake Desjarlais: You have one last chance.

The Chair: Before that, we're going to hear from Mr. Genuis for five minutes.

You'll be splitting your time, I understand. I'm going to let you do that. Go ahead.

Mr. Garnett Genuis: Mr. Chair, we have a motion before this committee. It involves 11 members of Parliament on one of the most important accountability committees, and our ability to look, in private, at vaccine contracts between the government and the big pharmaceutical companies that produced COVID-19 vaccines.

Companies are so desperate to hide this information, and they can't tell us why. They can't tell us what they need to hide. I have to say that after today's hearing, I am more convinced than ever that it is critical for us to access these unredacted documents. There is such desperation to prevent 11 members of Parliament from looking at these documents in private, with no intention or capacity to leak them, and in any event facing sanctions if they were to do so.

This underlines a question at the top of my mind: What is in these contracts that you are so desperate to hide from 11 members of Parliament? I hope this motion passes quickly, in light of your testimony today. I hope we'll have the support of all members of the committee. There's been some discussion about precedent. Allowing you to hide this information would set a very bad precedent, as would denying the supremacy of Canada's Parliament. Anyone doing business in Canada should know—and, frankly, be protected in knowing—that Canada is a country where Parliament, not the executive, is supreme.

Finally, I want to confirm that representatives of Pfizer agreed to provide follow-up information regarding settlement amounts in Canada in the last 20 years over false claims or faulty products, as well as details about whether Pfizer Canada or Pfizer globally retained McKinsey in the last five years, and for what, and in particular whether that was for anything related to COVID-19.

Ms. Sampson, can you confirm, quickly, that you'll provide that information in writing?

Ms. Najah Sampson: I will. Thank you.

Mr. Garnett Genuis: Thank you.

I'll turn it over to Mr. Kram now.

The Chair: Mr. Kram, you have three minutes.

Mr. Michael Kram: Thank you, Mr. Genuis, Mr. Chair and all the witnesses.

I'll tie up a few loose ends here.

We already heard from Ms. Gauthier about Bill C-290, the Public Sector Integrity Act. Do the other three companies have a position on this bill?

Ms. Najah Sampson: I have not had an opportunity to read the bill.

Mr. Michael Kram: Okay.

[Translation]

Mr. Jean-Pierre Baylet: I haven't had the opportunity to read the bill either.

[English]

Mr. Michael Kram: Okay.

Mr. Tada, have you?

Mr. Toshifumi Tada: I haven't yet either.

Mr. Michael Kram: I'd like to shift gears, then. I'd like to come back to Ms. Sampson, since I believe that about two-thirds of the vaccines administered in Canada were from Pfizer.

I was wondering if you could give us some insight as to the timeline of the signing of these contracts. It was reported in the media that Pfizer signed its advance purchase agreement with the Government of Canada on October 26, 2020, but the contract with the United States was signed about three months earlier, on July 22, 2020. Can you explain how it came about that the contract with the United States was signed three months before the contract with Canada?

Ms. Najah Sampson: I do not have knowledge of the details of when and why the contract was signed early in the U.S., but I would like to ask my colleague Mr. Paquette to talk a bit about the timeline for the vaccine negotiations here in Canada.

Mr. Fabien Paquette: Thank you, Najah.

Thank you for the question.

The actual first agreement that was signed and communicated was in August of 2020. That was the first agreement that Pfizer signed. That was an early agreement to actually establish a basis for a more detailed agreement later on. That was basically a couple of weeks after the U.S. and among the first in the world after the U.S.

Mr. Michael Kram: Finally, as anyone who remembers the 2021 Stanley Cup playoffs can tell you, in the spring of 2021, all of the arenas in the United States were full and all of the arenas in Canada were empty. Can anyone provide any insight as to why Canada's vaccine rollout seemed to be a few months behind the rollout in the United States?

• (1850)

Mr. Fabien Paquette: I could actually provide further guidance on this and mention the fact that in 2021 in Canada, Pfizer alone delivered over 55 million doses, which is way above what was initially in the contract. In other words, Pfizer has been able to deliver more vaccines faster in Canada than what was initially planned in the contract.

The Chair: That's really your time, Mr. Kram.

Mr. Housefather, you have the last five minutes. It's over to you.

[Translation]

Mr. Anthony Housefather: Thank you, Mr. Chair.

I'd like to thank the witnesses once again. I know that it's not easy to appear before a parliamentary committee. It's not necessarily enjoyable. I am very grateful for the work that you and your companies have accomplished.

In the current situation, however, the committee is entitled to compel the release of certain documents. I will once again give you the opportunity to do something to improve the situation.

What changes could be made to Ms. Sinclair-Desgagné's motion to make you more comfortable with it?

Would you like to have a representative from your company in the room when the committee members are looking at the documents? Might that be useful?

[English]

I'll start with anyone.

Yes? No?

[Translation]

Mr. Jean-Pierre Baylet: I would suggest that I review the conditions on access to documents with my legal teams and get back to you over the next few days.

[English]

Mr. Anthony Housefather: Okay.

Pfizer is next.

Ms. Najah Sampson: I think ensuring that our legal teams are involved is important. Ensuring the confidentiality protections would be important.

I also think it would be good to understand that if there are any specific concerns the committee has, maybe there are things that we could address proactively with them.

Mr. Anthony Housefather: Madame Gauthier, would you comment?

[Translation]

Ms. Patricia Gauthier: I've already said what I have to say about this. I agree that we're not going to settle this issue this evening and that we should discuss it with our internal teams. I agree with what my colleagues said. If there are any specific matters that we need to discuss to help us understand...

Mr. Anthony Housefather: I honestly do not believe that the committee will be satisfied. You are here and you can see the questions that have been coming your way. I don't think most of the committee members would be happy with that. A request for the disclosure of documents will certainly be issued by the government. I also believe that there will be a vote on it today.

If the motion were amended to say that prior to the date on which the members would be considering the documents, your legal teams would be consulted to determine if other methods could be used, and that the legislative clerk would discuss these issues with your team, would that be more satisfactory?

Mr. Jean-Pierre Baylet: For Sanofi, the answer is yes, absolutely.

[English]

Mr. Anthony Housefather: Thank you.

I think it's a reasonable request to say that if you adopt the motion, we will do that. I personally think it's reasonable to say that we would consult with you guys about whether there are other things that you want, such as being in the room, for example. That's my view.

Mr. Chair, do I have any time left, or is that it?

The Chair: You still have just under two minutes.

Mr. Anthony Housefather: Okay.

Coming back again to.... I want to understand trade secret information and pricing. Can you give me anything else specific that you're really concerned about? Again, I'm trying to see why they would be of concern in a locked room, but let me understand.

What other elements concern you, specifically? Do you also need your legal teams on that? Okay.

It's unfortunate that your legal teams aren't here with you right now, because they've had ample notice of this, but I understand. You came. It's not an easy job. I think we've had as much out of you as we can today.

Again, I really thank you for coming.

The Chair: I'm going to stop the clock. I'm going to interrupt you a bit.

This is to reinforce the view from this committee and Parliament that we're not obliged to negotiate with the companies to receive these documents. You're taking us down a path that has both me and the clerk nervous about setting up conditions for Parliament to view documents.

I'm saying this now, because you still have a minute left. You can ignore what I'm saying or respond to this with questions, but this is a courtesy. It was a motion that was passed by the committee. I'm pleased that we've heard from these witnesses, but we're not required to negotiate with companies to receive any documents.

I think that's clear, but—

• (1855)

Mr. Anthony Housefather: I never—

The Chair: You're taking us down a path here, and I don't want any false expectations left with any of the witnesses, okay?

Mr. Anthony Housefather: Mr. Chair, number one, I made a clear amendment to the motion, so that it would have to come through an amendment to the motion. That would be there, and then the committee would have voted on it.

Number two—

The Chair: Mr. Housefather, I'm not arguing. I wanted to make it clear—

Mr. Anthony Housefather: I understand, but I want to make it clear.

Number two, I'm not saying it's a precondition. I'm saying that if the committee says that the committee will view the documents in an unredacted way in the legal clerk's office, but that prior to that date, it will consult with the companies to see if they have any ideas that the committee is willing to accept, that's fine.

The Chair: That's fine. I'm going to start the clock again. I just wanted to flag that with you.

Mr. Anthony Housefather: I was not in any way suggesting it would be a precondition or that—

The Chair: Yes. I didn't want to leave the witnesses with that. Okay. Thank you.

You have one minute to go.

Mr. Anthony Housefather: Okay, thanks.

Is there anything else? Do you want to make any last comments or last arguments to the committee?

Ms. Patricia Gauthier: I'll start.

I'll just go back to the context that is so important here. It's so important because it's easy today, literally three years after the pandemic started, to think out of context about the terms and conditions that were negotiated.

I say this because it's so important. We already have forgotten how it was to be under curfew in Quebec, to be in long-term care facilities that were completely closed and you could not see your grandma, your parents or anybody. We've already forgotten, I think, the pain that the country went through as we went through the pandemic and how we turned over every stone.

Fabien talked about Pfizer bringing millions of doses of vaccines. It was more than they were planning for. It was the same thing with Moderna. We negotiated with the U.S. to get the first doses out of the U.S. to come to Canada so that we could get the two-dose summer that was promised to Canadians.

I can tell you that we have all worked together with parliamentarians and government officials for the benefit and the greater good of Canadians.

[*Translation*]

I'm a Canadian, and I'm from Trois-Rivières. This was done for our benefit. It's important to keep that in mind when we look at contracts. Things shouldn't be based on what we know today.

[*English*]

Hindsight is 20/20, but it's important to look at things in the context of the crisis we were going through. It's also important to understand that confidentiality is super-important in that context as well. We were able to move quickly and have the flexibility to do what we needed to do for the country because we had safeguards. Changing the rules of engagement as we progress in a partnership makes it difficult to create a predictable, stable and secure environment.

I want to leave you with my personal perspective. I think context is very important. I can assure you that personally, it was the craziest two years of my whole career. I would not do it any differently, and it was for the greater good of Canadians.

The Chair: Thank you very much. I think that's a good closing argument on behalf of you and all your colleagues.

I do want to thank our two witnesses online and the three who are in the room for coming in. I know this went longer than expected. I appreciate your patience with us. I appreciate your appearing here. As it has been noted, there can be curveballs in these committees, and I appreciate your coming in today and staying the extra hour.

I'm going to suspend the meeting for about 10 minutes so folks can stretch their legs and get some food.

I will excuse the witnesses. Thank you again. You're free to go. We appreciate your being here.

I'll be back in 10 minutes.

• (1855) _____ (Pause) _____

• (1910)

The Chair: Colleagues, I'm going to pick things up again.

There was general agreement that after the testimony we would move to our colleague's motion. I kept the meeting delayed a little longer because I knew that some discussions were going on.

I'll turn to the motion's sponsor, Madam Sinclair-Desgagné, and then I suspect it will go to Mr. Housefather, but I'd like a little direction, please, because I was not a party to these discussions.

• (1915)

[*Translation*]

Ms. Nathalie Sinclair-Desgagné: Thank you, Mr. Chair.

I don't want to slow the process down too much. I think we've heard some interesting testimony, insofar as the arguments put forward were strictly of a commercial nature to protect competitive advantages, which is something every company naturally wants. That's why governments and institutions like Parliament, are generally there to defend their fellow citizens and consumers.

So I hope that we will have the support of government members on a motion that was drafted carefully and reasonably. That's why I hope we'll be able to reach consensus on this issue.

[*English*]

The Chair: Go ahead, Mr. Housefather.

[*Translation*]

Mr. Anthony Housefather: I very much appreciate the collaboration of our colleagues. I would indeed like to remind everyone that the members of the committee are simply members, and not government members of Parliament. We are all there to collaborate in that capacity.

[English]

Mr. Chair, if it's okay with you, I have some small amendments to the motion. They're all geared toward maintaining confidentiality, because I think that was the goal of all of us. It was made very clear today to the companies that these documents will be retained as confidential.

I'll wait for the clerk to be back at his desk.

The Chair: We're ready. Go ahead.

Mr. Anthony Housefather: Okay.

Mr. Chair, I would propose to amend the motion in part (a). In the third sentence, after “and that no personal mobile or electronic devices”, I would say, “or recording devices of any kind be permitted in the room that day, and that no notes may be taken out of the room”.

The Chair: The clerk has a question.

The Clerk of the Committee (Mr. Cédric Taquet): If I may, would you have that in writing?

Mr. Anthony Housefather: Yes. I have it in writing. I'll hand it to you afterwards.

The Clerk: Thank you very much.

Mr. Anthony Housefather: In the second paragraph, it would be the same changes—“electronic or recording devices of any kind” in line number four, and it would end, after the word “copies”, with “and that no notes may be taken out of the room”.

Then, Mr. Chair—and I don't know how we would best amend that—I think there would also be an agreement that support staff at the meeting would not look at the documents. The documents would be handed only to the committee members, and the support staff, one of the member's team, could be in the room but not look at the document itself.

The Chair: Are you talking about political support staff? That, I assume, would not cover the analysts or the clerk.

Mr. Anthony Housefather: Right.

The Chair: All right. That's political support staff.

Mr. Anthony Housefather: Well, my understanding from Nathalie was that she means support staff to be the one person that everybody gets to have in the room. I just want to clarify with the committee members—we may not actually have to amend the motion—that this one person would not actually look at the document itself.

I'll hand the amendment to the clerk.

The Chair: Sure.

Just give me a second, Mr. Genuis. I'm going to make sure that the hand-off is complete here.

● (1920)

Mr. Kelly McCauley: Mr. Chair, can I ask a question of you and the clerk?

The Chair: Yes.

Mr. Kelly McCauley: Apparently Health Canada has redacted versions of them.

The Chair: Yes.

Mr. Kelly McCauley: Can we get access to those?

The Chair: I'm going to ask them for them, yes.

Mr. Kelly McCauley: Thanks.

The Chair: Before I go to Mr. Genuis, I want to make sure the clerk is comfortable with his notes here.

The Clerk: Sure. I'll need to draft it, but if the committee is in agreement....

The Chair: I think we are, but I do want to hear from a few more members. I also want to get the clerk's interpretation of the timing on this as well, but first I'll hear from Mr. Genuis.

Mr. Garnett Genuis: I'm curious about what other colleagues think. I do think it's a bit hokey to say that we can have staff in the room but they can't look at the documents.

If I come in with a research analyst from my team and have a document but I can't give it to them, and then I read certain sections of it to get their opinion of it, they're still getting the information. Presumably, the purpose of having the staff there is to have a conversation and research support, but if I have to verbally read them the section so we can discuss it, instead of their being able to look at it and read it at the same time that I read it, I don't know what's achieved by that.

If you can't bring notes out of the room, if you can't bring in any kind of recording devices.... Of course, you're not allowed to leak, and there are parliamentary sanctions associated with leaking, but beyond that I think there are significant measures to prevent individuals or the one staff they bring in from leaking information. It's pretty standard that in camera we have a staff member.

Mr. Kelly McCauley: Could we have an NDA for the staff member?

Mr. Garnett Genuis: I don't know.

I'm curious to know what others think, but it seems to me that it makes sense to have some minimal number of our support staff who are able to assist us in these things, as is the common practice. If they're in the room already, then having them able to look at the piece of paper instead of having it read to them just seems sensible.

The Chair: Mr. Fragiskatos, go ahead.

Mr. Peter Fragiskatos: To be frank, Mr. Chair, I think we have something in front of us that we should all agree on. I think this is something that we've collaborated on. I think we've come together in a very good way, in a very professional way, and have found a compromise.

On Mr. Genuis's point, I get where he's coming from; however, if we are to take the idea of parliamentary privilege to its logical conclusion, it is a privilege that extends to members of Parliament, with all due respect to staff members. It is a privilege that is held only by members of Parliament. For that reason, I don't think we can play around here in terms of having the documents viewed by staff members. It's either a sacrosanct principle or it's not, and these are documents that only MPs ought to be able to see, Mr. Chair.

The Chair: Okay. I'll come back to you, but I have Mr. McCauley first.

Go ahead.

Mr. Kelly McCauley: I have a question for everyone. I don't recall if the motion said how long we'd have access. I'd rather have someone with me to help me through, but that being said, if we have added time to access these, whether it's over a one-week period by setting appointments with the clerk.... Several of us have days that are just.... It's not available to us to get away from our other committees. It's fine without staff as long as we have enough time to actually review them all properly.

I'm not putting out a suggestion; I just want to make sure that it's part of our discussion somewhere, or that somewhere we have the understanding that there will be a decent period of time that we can get in—not one month, but at least maybe over a week for a couple of hours here or there.

The Chair: I think that's reasonable.

Now, before I turn to....

I saw your hands go up at the same time, so you can decide who's first.

Ms. Shanahan, do you want to go first?

• (1925)

Mrs. Brenda Shanahan: Yes, and it's along these same lines. I've gone through this exercise once before, in the ethics committee.

It was only the parliamentarians that were in the room, but it was over the course of a week. We would just go in and spend however much time we needed to review the material. We would leave and could come back and review again. It was quite a stack of documents, I remember, so it was not something that you could do in just one sitting.

The Chair: Go ahead, Mr. Housefather.

Mr. Anthony Housefather: I want to come back to the idea that.... First of all, I didn't put anything in the amendment to do with staff, because I figured that is something we would agree to cordially. The amendment doesn't deal with staff. It just deals with the recording devices, you know, and the notes. I was trying to be consistent in section (a) regarding "only committee members". In the first section, it's very clear that it's for viewing by committee members only, and not for staff.

In the second part, the meeting with Public Services and Procurement, in order to be consistent, only committee members would actually be able to look at the documents, because it's the same as in

(a), but the staff could be in the room to assist, discuss and listen if they want.

Anyway, I hope everybody can agree with that, because it will make an easier explanation and sale when we say only parliamentarians can look at the documents.

[*Translation*]

The Chair: Go ahead, Ms. Sinclair-Desgagné.

Ms. Nathalie Sinclair-Desgagné: I'm happy to see such good relations among the committee members.

It is indeed always useful to have a second opinion. My compliments to you, Mr. Housefather.

I agree that our being the only ones with the power to consult them constitutes a parliamentary privilege.

Mr. Housefather, do you want to amend just the part that says a day so that it can be replaced by a week?

[*English*]

Mr. Anthony Housefather: It's a friendly amendment.

[*Translation*]

Ms. Nathalie Sinclair-Desgagné: That's a helpful amendment, and I agree on the principle.

The Clerk: I just want to make sure that it's a subamendment.

Mr. Anthony Housefather: I am prepared to accept it as a friendly amendment.

We can add it to what I've already provided, to say that it would be available in the clerk's office for a week. In other words, we'll change "day" to "week".

Ms. Nathalie Sinclair-Desgagné: Thank you.

[*English*]

The Chair: Mr. Desjarlais is next.

Mr. Blake Desjarlais: Thank you, Mr. Chair.

If members of the committee and the mover are satisfied with this iteration, with the addition of Mr. Housefather's last portion with regard to the week that Mr. McCauley mentioned, I'm satisfied with concluding debate at this point.

The Chair: Before we take a vote, I want to check the timing. I really don't want to come back here on, say, Good Friday. There are a few tripwires here that we can maybe agree to change with unanimous consent, but I believe it requires the documents be sent to the clerk's office within 15 days. Is that right, Mr. Clerk?

The Clerk: Yes, it is.

The Chair: Does the motion say when we have to look at them, or that they just have to be delivered to you?

The Clerk: The department would have 15 days to actually send those documents to me. When I receive those documents, the committee would have to decide in a week to consult those documents in my office within 15 days afterward.

The Chair: That's after you receive them.

The Clerk: Yes.

The Chair: If they are due on April 7, we would have until April 24, or at least April 22.

The Clerk: If I may, Chair, that is something that could be done, again, if we receive those documents during the week of April 17. If the committee agrees, we could meet, and agree to do that on April 24, but—

The Chair: To be precise, they're due by April 7. That's two weeks from today, correct? That's 15 days—

The Clerk: If the motion is adopted, yes.

• (1930)

The Chair: I'm assuming, yes. We would then review them 15 days after that.

The Clerk: Within 15 days.

The Chair: That's fine. I need to have another week so that we don't have to be back here just after Easter.

Go ahead, Mr. Fragiskatos.

Mr. Peter Fragiskatos: Chair, I'm anticipating that we're moving towards a vote, but before we do, could we have the clerk read what we're voting on?

The Chair: We're going to get to that, yes. I'm not going to rubber-stamp this, but I want to make sure we have everything done.

Maybe I should raise this point now. The auditor has sent a letter asking to be on site for any in camera discussion. This is something that is outside this motion. We can accept or reject that.

She has already been sworn to secrecy on this. Notwithstanding what she said to us in public about not revealing contents, she is able to discuss these in camera with us, so that might also be helpful. I want people to be aware of that offer.

Mr. Kelly McCauley: Is that after the fact, or during that week?

The Chair: I would do it all in the week.

Let's get back to this motion, and then we can talk a bit about scheduling. I just wanted folks to be aware of that.

Could you read the motion again, and we'll turn to hopefully agreement—

The Clerk: Yes. Do you want me to read it as a whole or from the start, because the second two paragraphs—

The Chair: I think it's the whole, from the start.

Mr. Peter Fragiskatos: Let's make sure that we know what we're voting on in crystal clear terms.

The Clerk: Give me one second.

It reads:

That, pursuant to Standing Order 108(3)(g), the committee undertake a study of the contracts between Public Services and Procurement Canada with Moderna, Sanofi, Pfizer, Medicago, AstraZeneca, Johnson & Johnson and Novavax for the supply of COVID-19 vaccines (Auditor General's Report 9 and 10);

That, pursuant to Standing Order 108(1), the committee order Public Services and Procurement Canada to produce a copy of each of the said contracts by forwarding them to the clerk of the committee within 15 days of the adoption of this motion, provided that they are free of any redactions;

That, when these documents are received by the clerk:

(a) They be available at the clerk's office for viewing by committee members only, for one week to be designated by the committee no later than 15 days following the receipt of the contracts, under the supervision of the clerk and that no personal mobile, electronic or recording devices of any kind be permitted in the room that week; and that no notes be taken out of the room.

(b) Representatives of Public Services and Procurement Canada be invited to appear for a two hour in camera meeting and that during the meeting, only committee members and support staff required for the meeting be permitted to attend and that no personal mobile, electronic or recording devices of any kind be permitted in the room during the meeting; that, during the meeting, numbered paper copies of the documents be given to committee members who are present in person by the clerk at the beginning of the said meeting and that these copies be returned to the clerk at the end of the meeting and that the clerk be instructed to destroy the said copies; and that no notes be taken out of the room.

That's the end of the motion.

The Chair: Clerk, how do we proceed with what has been labelled a “friendly motion”? Is it just up to the...?

The Clerk: I would like to put on the record that there's no such thing as a “friendly amendment”.

A motion was brought to the floor. I think you now have agreement among the members of the committee to adopt that motion. You could decide to vote on it with a recorded vote or adopt it by unanimous consent.

The Chair: Is that on the full motion?

The Clerk: That's on the motion that I was just asked to read.

The Chair: I don't need the first vote on the amendment to the motion.

The Clerk: Again, we could vote first on the amendments that Mr. Housefather just brought, and then the motion.

The Chair: Let's vote. We're going to vote—

Mr. Kelly McCauley: [*Inaudible—Editor*]

The Chair: Yes.

Mr. Kelly McCauley: —or we could do UC on what was just read.

The Chair: Okay.

Do I have UC on the motion that was just read by the clerk?

[*Translation*]

Ms. Nathalie Sinclair-Desgagné: Can you repeat it in French?

The Chair: Okay, we will repeat it in French.

The Clerk: I'm going to have to do a loose translation. We have experts here. If you were listening to the French interpretation of what I read in English, you should have heard it.

I will try, if I may, to interpret it live like this since I received the amendment in English only.

• (1935)

[*English*]

The Chair: Yes. I have no problem with that.

The clerk's going to get his thoughts together for this in French, which is completely understandable.

Mrs. Brenda Shanahan: Chair, while that's happening, can I clarify that the first possible week we'll be looking at these documents is the week that we're back here in Ottawa, which is the week of April 17?

The Chair: Yes. The motion compels us to do that in the first week. What I'm thinking is we'll have the in camera meeting on the 20th—again, this is an idea—with representatives of Public Services and Procurement Canada. That would be after QP, so it would be at 3:30 p.m.

We'll allow members on the previous Monday, Tuesday or Wednesday. We can either set a time—it could be during the committee on Monday—to review the documents before that, or we could make individual appointments to go in and see the clerk, or something like that.

Go ahead.

Mrs. Brenda Shanahan: I asked about that because the documents will be available in the clerk's office and there's a whole set-up, normally, when that happens.

The Chair: We can have a discussion about whether we do it at the committee time on the Monday or if we go in individually and see the clerk. I'd have to speak to him about that as well.

[Translation]

You have the floor, Ms. Sinclair-Desgagné.

Ms. Nathalie Sinclair-Desgagné: In order to reduce constraints, since we will be spending two weeks in our constituencies, would it be possible to remove “no later than 15 days following the receipt of the contracts”? That would enable us to amicably agree on the week without being restricted to the week of April 21.

I am asking for very simple reasons, as I am out of the country that week.

[English]

The Chair: You'd better work with Mr. Housefather on some new language. You're not here that week.

[Translation]

Mr. Anthony Housefather: Mr. Chair, perhaps it would be possible to replace “15 days” with

[English]

“designated by the committee no later than 30 days”.

[Translation]

This would provide greater flexibility.

The Chair: Yes.

Ms. Nathalie Sinclair-Desgagné: Great. Thank you.

[English]

The Chair: I'm going to suspend for one minute so I can get a coffee. I'll be right back.

• (1935)

(Pause)

• (1942)

The Chair: Members, can we have order, please?

Let's hear the reading of the motion in French from the clerk.

For those in the other language, we made a small change, which is that we will be able to review it over a period of 30 days, or rather we'll find a week within a 30-day window.

[Translation]

The Clerk: Here is the motion:

That, pursuant to Standing Order 108(3)(g), the committee undertake a study of the contracts between Public Services and Procurement Canada with Moderna, Sanofi, Pfizer, Medicago, AstraZeneca, Johnson & Johnson and Novavax for the supply of COVID-19 vaccines (Auditor General's Report 9 and 10);

That, pursuant to Standing Order 108(1), the committee order Public Services and Procurement Canada to produce a copy of each of the said contracts by forwarding them to the clerk of the committee within 15 days of the adoption of this motion, provided that they are free of any redactions;

That, when these documents are received by the clerk:

a. They be available at the clerk's office for viewing by committee members only, for one week to be designated by the committee no later than 30 days following the receipt of the contracts, under the supervision of the clerk and that no personal mobile or electronic devices be permitted in the room that week; and that no notes be taken out of the room.

b. Representatives of Public Services and Procurement Canada be invited to appear for a two hour in camera meeting and that during the meeting, only committee members and support staff required for the meeting be permitted to attend and that no personal mobile, electronic or recording devices be permitted in the room during the meeting; that, during the meeting, numbered paper copies of the documents be given to committee members who are present in person by the clerk at the beginning of the said meeting and that these copies be returned to the clerk at the end of the meeting and that the clerk be instructed to destroy the said copies; and that no notes be taken out of the room.

• (1945)

[English]

The Chair: I'm looking for unanimous consent.

(Motion agreed to)

The Chair: Thank you, Mr. Clerk.

Thanks, everyone.

[Translation]

That's very good.

[English]

A voice: [Inaudible—Editor]

The Chair: Hold on. We will soon.

Mr. Clerk, you will send that off first thing in the morning, and the countdown will begin.

I'm going to do some very quick business.

Do you have a point you'd like to make, Madame Sinclair-Desgagné?

[Translation]

Ms. Nathalie Sinclair-Desgagné: I want to reiterate something that was brought up earlier.

We are the first parliamentarians in the world to have access to these unredacted contracts. So I want to congratulate the members of this committee on their cooperation. Sometimes it's worth being ambitious, and in this case, I think it will be worth it, to strengthen the confidence of Quebeckers and Canadians in their institutions.

Thank you.

[*English*]

The Chair: Thank you.

I want to take a second now so that I don't forget later. I want to thank the staff for being here for these long couple of meetings over Thursday. I'd like to thank the translation team as well for the work they do and for helping us make sure we have this motion down.

On Monday, as you know, the Auditor General is coming. Monday is an unusual day. We're going to have the Auditor General before us even before she goes before the media. We have the lock-up that morning, which is open to all parliamentarians and staff. At 10 a.m., she will appear before an ad hoc committee that I chair—not this committee. That's open to all members and senators for an in camera review.

At 11 a.m., we have committee. We won't start that committee until the document is tabled in the House, probably at 11:10 or

11:11. Therefore, there will be a bit of a lag. Once it's tabled in the House, our meeting will begin. The Auditor General will make remarks and then go to questions from committee members. That will last for approximately one hour. I'll suggest we have a subcommittee meeting after that, so members will be excused unless they want to stick around. We'll talk about the documents that were tabled and where we're at with other committee business in order to get caught up on things.

On Thursday of next week, we'll likely have "Report 7: Cybersecurity of Personal Information in the Cloud". The clerk has been working on this. That will take us to the recess, so we're in pretty good shape in terms of being efficient with our time.

Does that sound good? It does. Okay.

Is there anything else, Mr. Clerk? No.

I'm going to look for agreement to adjourn.

Some hon. members: Agreed.

The Chair: Thank you.

We are adjourned.

Published under the authority of the Speaker of
the House of Commons

SPEAKER'S PERMISSION

The proceedings of the House of Commons and its committees are hereby made available to provide greater public access. The parliamentary privilege of the House of Commons to control the publication and broadcast of the proceedings of the House of Commons and its committees is nonetheless reserved. All copyrights therein are also reserved.

Reproduction of the proceedings of the House of Commons and its committees, in whole or in part and in any medium, is hereby permitted provided that the reproduction is accurate and is not presented as official. This permission does not extend to reproduction, distribution or use for commercial purpose of financial gain. Reproduction or use outside this permission or without authorization may be treated as copyright infringement in accordance with the Copyright Act. Authorization may be obtained on written application to the Office of the Speaker of the House of Commons.

Reproduction in accordance with this permission does not constitute publication under the authority of the House of Commons. The absolute privilege that applies to the proceedings of the House of Commons does not extend to these permitted reproductions. Where a reproduction includes briefs to a committee of the House of Commons, authorization for reproduction may be required from the authors in accordance with the Copyright Act.

Nothing in this permission abrogates or derogates from the privileges, powers, immunities and rights of the House of Commons and its committees. For greater certainty, this permission does not affect the prohibition against impeaching or questioning the proceedings of the House of Commons in courts or otherwise. The House of Commons retains the right and privilege to find users in contempt of Parliament if a reproduction or use is not in accordance with this permission.

Also available on the House of Commons website at the following address: <https://www.ourcommons.ca>

Publié en conformité de l'autorité
du Président de la Chambre des communes

PERMISSION DU PRÉSIDENT

Les délibérations de la Chambre des communes et de ses comités sont mises à la disposition du public pour mieux le renseigner. La Chambre conserve néanmoins son privilège parlementaire de contrôler la publication et la diffusion des délibérations et elle possède tous les droits d'auteur sur celles-ci.

Il est permis de reproduire les délibérations de la Chambre et de ses comités, en tout ou en partie, sur n'importe quel support, pourvu que la reproduction soit exacte et qu'elle ne soit pas présentée comme version officielle. Il n'est toutefois pas permis de reproduire, de distribuer ou d'utiliser les délibérations à des fins commerciales visant la réalisation d'un profit financier. Toute reproduction ou utilisation non permise ou non formellement autorisée peut être considérée comme une violation du droit d'auteur aux termes de la Loi sur le droit d'auteur. Une autorisation formelle peut être obtenue sur présentation d'une demande écrite au Bureau du Président de la Chambre des communes.

La reproduction conforme à la présente permission ne constitue pas une publication sous l'autorité de la Chambre. Le privilège absolu qui s'applique aux délibérations de la Chambre ne s'étend pas aux reproductions permises. Lorsqu'une reproduction comprend des mémoires présentés à un comité de la Chambre, il peut être nécessaire d'obtenir de leurs auteurs l'autorisation de les reproduire, conformément à la Loi sur le droit d'auteur.

La présente permission ne porte pas atteinte aux privilèges, pouvoirs, immunités et droits de la Chambre et de ses comités. Il est entendu que cette permission ne touche pas l'interdiction de contester ou de mettre en cause les délibérations de la Chambre devant les tribunaux ou autrement. La Chambre conserve le droit et le privilège de déclarer l'utilisateur coupable d'outrage au Parlement lorsque la reproduction ou l'utilisation n'est pas conforme à la présente permission.

Aussi disponible sur le site Web de la Chambre des communes à l'adresse suivante :
<https://www.noscommunes.ca>