

# Exhibit 366

## Proof that the Vaccines Were a Military-Backed Countermeasure


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# Proof that the Vaccines Were a Military-Backed Countermeasure

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By  [Sasha Latypova](#) May 3, 2023 [Policy](#) 7 minute read

Here is a high-level review of the manufacturing contracts between US DOD and Moderna.

Moderna's injection, mRNA-1273 is co-owned with the US Government, as the company has been funded by the defense research grants for years and also received intellectual property transfers from the US Government, in addition to preclinical and clinical research work conducted for Moderna by the NIH Vaccine Research Center. The NIH and Moderna each have a separate Investigational New Drug number for this product.

## **Moderna entered 2 types of contracts with the US Government for Spikevax injection:**

- "Vaccine" contract and amendments that specifies R&D projects that the US Government ordered and paid for. Note that in Pfizer's case no R&D activities were ordered or paid for by the US Government, as these were excluded from the scope of the contract.

- “Manufacturing” contract(s) that ordered a large-scale manufacturing. This is different from Pfizer manufacturing contracts as the words “demonstration” and “prototype” are not used. I believe this is because OTA contracts must be for prototypes but FAR contracting doesn’t have to be.

Note on redactions. In both Moderna and Pfizer’s contracts many areas are redacted indicating a reason for redaction – the “redaction codes.” Redacted content has been given codes b (4) and b (6), standing for:

*(b) (4) Disclosure of information that would affect the application of advanced technology in a U.S. weapons system,*

and

*(b) (6) Disclosure of information, including information of foreign governments, that would cause serious harm to relations between the United States and a foreign government or to ongoing diplomatic activities of the United States.*

There are several versions of the contract available, plus amendments. The first version was signed on August 9, 2020 and the last available version is June 15, 2021. In one of them the name of the signatory on the Moderna side was redacted with (b)(6). In another version it’s unredacted – it was Hamilton Bennett, a senior director of vaccine access and partnerships.

This 35-year-old woman seems woefully underqualified, especially to “engineer the vaccine” as her role was described in the press. Moderna’s history is notable for high-profile departures of competent and experienced people. Based on press reports and accounts of insiders, Stephan Bancel’s toxic management culture led to departures of many qualified scientists including heads of R&D, Oncology, Cardiovascular, Chemistry, Rare Diseases, and even Vaccines (right around the time the company pivoted to vaccines in 2016). Terminal incompetence is a prerequisite for terminal fraud.

Unlike Pfizer’s and other covid countermeasures contracts, the Moderna contract is not under Other Transactions Authority (OTA) but FAR 43.103(a)(3) and “Mutual Agreement of the Parties.” This makes little difference with regard to the product liability and generally ignores pharmaceutical regulations, as described below.

The total initial amount of contract was \$1.5 billion, and this was increased to exactly \$8,145,591,662.60 in later amendments. Sixty cents – the criminals get points for style and attention to detail! Note that this is in addition to the \$1 billion R&D contract for a handful of studies that didn’t matter which I discussed in Part 1.

**The scope of the contract is “manufacturing of up to 500M doses”**

The Department of Defense and Health and Human Services (HHS) require large-scale manufacturing of vaccine doses in support of the national emergency response to the Coronavirus Disease 2019 (COVID-19) for the United States Government (USG) and the US population.

Note this is for “manufacturing” and not demonstration or prototype.

## The Objectives

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This gets interesting. This paragraph includes feel-good sounding words which cover up the true intent: to declare an unrestricted bio-chemical-radiological and nuclear war on Americans, subvert consumer protections under the pretense of a “pandemic response.” Note the words “whole of nation effort:”

C.1.1.1 Under Operation Warp Speed (OWS), the Department of Defense and HHS are leading a whole of nation effort to ensure development of promising vaccine, diagnostic and therapeutic candidates and ensure that these medical countermeasures are available in the quantities required to reduce SARS-CoV-2 transmission, identify prior and/or current infection, and improve patient care, thereby mitigating the impact of COVID-19 on the nation and its people. The DoD Joint Program Executive Office for Chemical, Biological, Radiological and Nuclear Defense (JPEO-CBRD) is providing expertise and contracting support to HHS, in compliance with PL 115-92 Authorization Letter for DoD Medical Priorities, through an Interagency Agreement, signed April 23, 2020. As OWS products progress to clinical trials to evaluate the safety and efficacy of vaccines and therapeutics, it is critical that, in parallel, the USG supports large scale manufacturing so that vaccine doses or therapeutic treatment courses are immediately available for nationwide access as soon as a positive efficacy signal is obtained and the medical countermeasures are authorized for widespread use.

“Whole of nation” language can refer to the mobilization of a nation at the time of war. In that use, it is for an obvious declared war with a defined external enemy. However, in the new era of unrestricted 5th generation warfare this language seems to be being used to signal an overt takeover of the entire country by a rogue militarized force, typically by pretense of some sort of a manufactured crisis, and typically from the inside.

I found numerous references to this terminology in the press going back several years, in the US related to military things like cyber warfare, but also in the Chinese, Singaporean, and Australian press. One very interesting and thorough explanation of the “Whole of Nation Chimera” in a Philippine source describing the use of this approach by the militarized government regime that took over all government branches, and the entire civil society. In other words, it describes the installation of a fascist/totalitarian structure. I highly recommend readers to visit the link to the Philippine story published in March 2019 above, because remarkably, the language used is extremely similar to the US government pronouncements related to “covid pandemic response” and Operation Warp Speed. Did the US government writers plagiarize Duterte or do the globo-mafia captured cartels signal to each other and their superiors this way?

“Whole of nation” is closely associated with “whole of government” terminology. Both presented as feel-good ideas in plain text, but in fact these words signal a usurpation of power by the militarized executive branch of the government. Public-private partnerships – so beloved by sellouts in academia, pharma, medicine and defense – are another closely associated term.

PL 115-92 refers to Public Law and is discussed below. It’s a way to subvert FDA regulations by conscripting it to serve the DOD goals through the mentioned Interagency Agreement. They now have to follow the DOD orders and fake-approve the unapprovable on command and on schedule.

Finally, it is clear that the clinical trials are absolutely irrelevant to the approval of the injections by the FDA, as the large-scale manufacturing of these substances does not depend on them. It is performed in parallel with these fake exercises intended to fool the public.

## **Compliance with pharmaceutical regulations and Good Manufacturing Practices (cGMP)**

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The contract cites cGMP laws. However it is in a section “Applicable Documents” – referring to this as a document, not a law.

### **C.2 APPLICABLE DOCUMENTS.**

#### **C.2.1 Federal Documents:**

C.2.1.1 Title 21 Code of Federal Regulations (CFR), Food and Drugs: Part 210, Current Good Manufacturing Practice in Manufacturing, Processing, Packing, or Holding of Drugs; General; and, Part 211, Current Good Manufacturing Practice In Manufacturing, Processing, Packing, or Holding of Drugs; General.

([https://www.ecfr.gov/cgi-bin/text-idx?SID=a95cab20f443897a400bb7e44a27cf4c&mc=true&tpl=/ecfrbrowse/Title21/21cfrv4\\_02.tpl#0](https://www.ecfr.gov/cgi-bin/text-idx?SID=a95cab20f443897a400bb7e44a27cf4c&mc=true&tpl=/ecfrbrowse/Title21/21cfrv4_02.tpl#0))

And further, in Amendment 1 the contract states: “cGMP manufacturing of 100 million doses, subject to any exceptions established by or the enforcement discretion of the FDA.” Therefore, if FDA decides that no cGMP is necessary, then it’s not necessary.

## **Product variations and undisclosed items ordered**

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The PO contains numerous items other than the mRNA-1273 (Spikevax) vaccine, and all of them are completely redacted with (b)(4)-i.e. “Reveal information that would impair the application of state-of-the-art technology within a U.S. weapon system.”

In one of the amendments, the following clause was added: H.19 **Product Variations** (Authority FAR 43.103(a)(3), Mutual Agreement of the Parties), and completely redacted with the “weapons” redaction, including the word “Variations.” This may refer to varying toxicity of different batches, but that’s just a guess on my part:

[REDACTED] Specifically for purposes of adhering to the scheduled delivery dates set forth in this contract for the Base Period, Option 1 and Option 2, schedule shall be deemed to have been met once doses are released by Moderna and are available for order.

**H.19 Product** (b) (4) (as added via P00007)

Specific to CLINs 3001 and 4001, Moderna will deliver to the Government (b) (4)

• mRNA-1273 Primary Series (0.2mg/mL, 100ug, 2-dose)

(b) (4)

W911QY20C0100  
P00008  
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## Public Law PL 115-92

Under “Regulatory” the only thing that’s defined is that Moderna is the sponsor of the product, IND and BLA. Then it says that the DOD will use this law for the product: “DoD Medical Product Priority. PL 115-92 allows the DoD to request, and FDA to provide, assistance to expedite development of products to diagnose, treat, or prevent serious or life-threatening diseases or conditions facing American military personnel. The contractor recognizes that only the DoD can utilize PL 115-92.”

Clearly, the US military invokes pub law 115-92 (ostensibly a measure to fast track countermeasures against military attacks, but which in practice is the DoD directing med regulators [FDA] in their multi-billion contract w/Pfizer to produce a bioweapon.

Here’s the relevant text of the law, which quite directly subverts the FDA and it’s function in service of DOD ends. Highly problematic to say the least, particularly when applied (as was the case w/covid) beyond the laws remit (i.e., defending military personnel from attacks), but instead used to push secret, dual-use technologies, without proper consumer testing and safeguards on unsuspecting civilian population. Screenshot of the law was provided by a reader:

(2) ACTIONS.—Upon a request by the Secretary of Defense under paragraph (1), the Secretary of Health and Human Services, acting through the Commissioner of Food and Drugs, shall take action to expedite the development and review of an applicable application or notification with respect to a medical product described in paragraph (1), which may include, as appropriate—

(A) holding meetings with the sponsor and the review team throughout the development of the medical product;

(B) providing timely advice to, and interactive communication with, the sponsor regarding the development of the medical product to ensure that the development program to gather the nonclinical and clinical data necessary for approval or clearance is as efficient as practicable;

(C) involving senior managers and experienced review staff, as appropriate, in a collaborative, cross-disciplinary review;

(D) assigning a cross-disciplinary project lead for the review team to facilitate an efficient review of the development program and to serve as a scientific liaison between the review team and the sponsor;

(E) taking steps to ensure that the design of the clinical trials is as efficient as practicable, when scientifically appropriate, such as by minimizing the number of patients exposed to a potentially less efficacious treatment;

(F) applying any applicable Food and Drug Administration program intended to expedite the development and review of a medical product; and

(G) in appropriate circumstances, permitting expanded access to the medical product during the investigational phase, in accordance with applicable requirements of the Food and Drug Administration.

## The PREP Act clause

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This clause declares the contractor free of liability and also describes the items and technology as both civil and military applications, i.e. weapons:

## H.8 Public Readiness and Emergency Preparedness (PREP) Act:

In accordance with the Public Readiness and Emergency Preparedness Act ("PREP Act"), Pub. L. No. 109-148, Division C, Section 2, as amended (codified at 42 U.S.C. § 247d-6d and 42 U.S.C. § 247d-6e), as well as the Secretary of HHS's Declaration Under the Public Readiness and Emergency Preparedness Act for Medical Countermeasures Against COVID-19, 85 Fed. Reg. 15198 (Mar. 17, 2020, effective Feb. 4, 2020), and amended on April 15, 2020, 85 Fed. Reg. 21012 (together, the "Prep Act Declaration"):

- (i) This Agreement is being entered into for purposes of facilitating the manufacture, testing, development, distribution, administration, and use of "Covered Countermeasures" for responding to the COVID-19 public health emergency, in accordance with Section VI of the PREP Act Declaration;
- (ii) Contractor's performance of this Agreement falls within the scope of the "Recommended Activities" for responding to the COVID-19 public health emergency, to the extent it is in accordance with Section III of the PREP Act Declaration; and
- (iii) Contractor is a "Covered Person" to the extent it is a person defined in Section V of the PREP Act Declaration.

Therefore, in accordance with Sections IV and VII of the PREP Act Declaration as well as the PREP Act (42 U.S.C. § 247d-6d), the Department of Defense contracting via assisted acquisition on behalf of the HHS, expressly acknowledges and agrees that the HHS Declaration cited above, specifically its language providing immunity from suit and liability is applicable to this acquisition as long as Contractors activities fall within the terms and conditions of the PREP Act and the PREP Act Declaration.

The Government may not use, or authorize the use of, any products or materials provided under this contract, unless such use occurs in the United States (or a U.S. territory where U.S. law applies such as embassies, military and NATO installations) and is protected from liability under a declaration issued under the PREP Act, or a successor COVID-19 PREP Act Declaration of equal or greater scope. Any use where the application of the PREP Act is in question will be discussed with Moderna prior to use and, if the parties disagree on such use, the dispute will be resolved according to the "Disputes Clause" (52.233-1)

The items and technology covered by this Contract are being developed for both civil and military applications.

## Defense priority rating

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The defense priority rating was added by amendment on September 11, 2020. Add a Health Resources Priorities and Allocations System (HRPAS) priority rating of DO-HR to this contract. Add a Defense Priorities and Allocation System (DPAS) priority rating of DO-C9 to this contract to act as the equivalent to the HRPAS priority rating of DO-HR. Add FAR 52.211-15, Defense Priority and Allocation Requirements This is a rated order certified for national defense, emergency preparedness, and energy program use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

Rated order memo in attachment signed by General Perna COO of OWS:





DEPARTMENT OF DEFENSE  
OPERATION WARP SPEED TASK FORCE  
200 INDEPENDENCE AVENUE  
WASHINGTON, DC 20201


OWS-COO

03 September 20

MEMORANDUM FOR Vaccine Contractor Moderna

SUBJECT: Health Resources Priorities and Allocations System (HRPAS) Rating for  
Department of Defense Contract W911QY20C0100

1. Department of Defense Contract #W911QY20C0100 has been rated under the Health Resources Priorities and Allocations System (HRPAS) regulation (45 C.F.R. part 101) supporting Operation Warp Speed (OWS). The purpose of this rating is to promote national defense by ensuring this contract, as well as its subcontracts, are prioritized over other orders. This means orders, including meeting delivery dates, under this contract, and supporting contracts are legally required to take precedent over other unrated orders for the same product.
2. Acceptance and rejection of rated orders (101.33). Mandatory acceptance is required unless the delivery date is at issue. If unable to meet that date, inform the Contracting Officer (CO) of the earliest date on which delivery can be made and offer to accept the order on the basis of that date. Scheduling conflicts with previously accepted lower rated or unrated orders are not sufficient reason for rejection under this section. Do not accept a DO rated order for delivery on a date which would interfere with delivery of any previously accepted DO or DX rated orders. However, you are required to notify the CO of the earliest delivery date otherwise possible. See 101.33 for justifications for Optional rejection. This is a rated order placed for the purpose of emergency response and notice of acceptance or rejection of this HRPAS priority rating is required by the CO within 48 hours.
3. You are required to place rated orders with your suppliers/subcontractors for items necessary to fulfill the requirements under this contract. You must inform suppliers/subcontractors that your orders will be prioritized over other unrated orders.
4. Supplies acquired pursuant to this rating may ONLY be used to fulfill the requirements of this contract and cannot be used for other efforts. Use of supplies acquired under the order for any other purpose will be considered a breach of the terms of this contract and subject your company to adverse contract action and remedy. In addition, violations of the provisions of the Defense Production Act may subject the offender to civil and criminal penalties, to include fines up to \$10,000, imprisonment for up to one year, or both.
5. Please contact your contracting officer if you have any questions on information in this letter.

  
GUSTAVE F. PERNA  
General, USA  
Chief Operating Officer

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**Author**

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### Sasha Latypova

Sasha Latypova is a former pharmaceutical R&D executive. She worked in the industry for 25 years, and ultimately owned and managed several contract research organizations working on clinical trials for 60+pharma companies, including Pfizer, AstraZeneca, J&J, GSK, Novartis and many others. She worked many years in cardiovascular safety assessments and interacted with the FDA and other regulatory agencies on these matters on behalf of her clients and as part of the FDA Cardiovascular Safety Research Consortium.

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