DoD COVID-19 Mandate Facts

1) SECDEF Austin provided two paths for mandate compliance:

    a) “Mandatory” path requiring the use of full licensure drugs according to the product’s labeling. DoD personnel are legally bound to this order without exception.

    b) “Voluntary” path utilizing substances under Emergency Use Authorization (EUA) according to the product’s labeling. No service member may be penalized for refusing to volunteer in an experimental product under an Emergency Use Authorization.

2) The Under Secretary of Defense (Personnel and Readiness) USD (P&R), Assistant Secretary of Defense for Health Affairs (ASDHA), Secretary of the Army, and the Army Surgeon General at no point required the use of EUA products under threat of penalty. Instead, the aforementioned stated, “(PBS)-buffer Pfizer-BioNTech/COMIRNATY® has the same formulation and can be used interchangeably with the EUA PBS-buffer Pfizer-BioNTech COVID-19 vaccine **without presenting any safety or effectiveness concerns**.” By using the word “without”, this notice was amplifying a medical statement not a directive statement of substitution of a non-licensed drug for a full licensure drug under threat of penalty. Such a statement would overtly defy SECDEF Austin’s direct order and violate DoDI 6200.02, Article VII of the Civil and Political Rights Treaty, 32CFR219, 45CFR46, and the HSRRB regulations governing experimental drugs within the DoD.

3) USD (P&R), (ASDHA), and the Defense Health Agency provided notice to health care providers to use the Pfizer-BioNTech COVID-19 vaccine and the Pfizer-BioNTech/COMIRNATY® COVID-19 vaccine interchangeably to meet DoD COVID-19 vaccination requirements. Senior Pentagon Leadership issued these directives to health care providers, not military commanders. Health care providers may use both drugs interchangeably (meaning one or the other) to vaccinate service members. However, the service member retains the legal authority to choose which vaccine will be administered. The word interchangeably does not mean to ‘mix’ or ‘substitute’ without consent. Such statements would describe illegal activities under both federal statutes and military regulations.

4) At no time has anyone from Senior Pentagon Leadership, under threat of penalty, required the use of an experimental substance according to the product’s labeling. Moreover, commanders will not discover a single order from SECDEF Austin, Sec’y of Army, USD (P&R), and the (ASDHA) issuing a directive granting commanders the legal authority to penalize a service member for refusing an EUA product.

5) To clarify SECDEF Austin’s legally binding order, Lt Gen Place, Director of the Defense Health Agency, issued instructions to all military departments that “[service members] have the option

to accept or refuse the EUA product and are free from any consequences of refusing administration of the product." (DHA-IPM 20.004)

6) Questions to ask Senior Pentagon Leadership (SPL):

    a) Have service members been ordered to participate in an experimental substance such as Pfizer's BioNTech COVID-19 under threat of penalty?

    b) Is the USD (P&R) ordering commanders to penalize service members who refuse the administration of a substance under an EUA?

    c) What statutes did JAG give SPL demonstrating the DoD is exempt from laws that govern Pfizer's BioNTech COVID-19 drug label?

    d) Can the two drugs be used interchangeably? Yes, a service member may come in for a shot and agree to participate in BioNTech COVID-19 and receive that shot. Later, the provider may administer the COMIRNATY interchangeably to complete the two-shot series. However, other than that scenario, what different scenario is the ASDHA offering to the DoD as an option? To state that the DoD can legally use an experimental product as if it is an approved drug is a felony according to federal statutes. It is also illegal to promote BioNTech as "safe" and "effective" under federal statutes.

    e) Does FDA's medical statement about interchangeability nullify SECDEF's order (only to use products according to their labeling and not their formulas)?

    f) 21 USC §360bbb-2 requires that products under expanded access authorization be assigned a classification for governance. Is the DoD exempt from the legal obligations associated with those classifications?

    g) Pfizer clarified interchangeably by stating: "The FDA-approved COMIRNATY® (COVID-19 Vaccine, mRNA) and the EUA-authorized Pfizer-BioNTech COVID-19 Vaccine have the same formulation and can be used interchangeably to provide the COVID-19 vaccination series. An individual **may be offered either** COMIRNATY® (COVID-19 Vaccine, mRNA) or the Pfizer-BioNTech COVID-19 Vaccine **to prevent** coronavirus disease 2019 (COVID-19) caused by SARS-CoV-2." Pfizer declared that an individual "may be offered" (choice) one or the other vaccines to fulfill the same medical purpose. This statement is not the same as stating that authorities may administer Pfizer-BioNTech in place of COMIRNATY without the service member's consent. Such activities are illegal and criminal.
    https://www.pfizer.com/news/press-release/press-release-detail/pfizer-biontech-covid-19-vaccine-comirnatyr-receives-full

For more information please visit CovidPenalty.Com and read the 'DoD Policy Paper' and the 'Service Member Rebuttal Letter.'