

**Supreme Court of Nova Scotia**

**BETWEEN:**

Citizens Alliance of Nova Scotia and J.M. by his litigation guardian K.M

**Applicant**

and

Robert Strang acting as Chief Medical Officer of Health of Nova Scotia and Michelle Thompson acting as Minister of Health and Wellness of Nova Scotia and the Attorney General of Nova Scotia representing His Majesty the King in Right of the Province of Nova Scotia

**Respondents**

**Affidavit of Chris Milburn**

I make oath and affirm and give evidence as follows:

1. I am Chris Milburn, I live in Cape Breton.
2. I am a physician currently working primarily at Eastern Memorial Hospital.
3. My position during the early pandemic and declared state of emergency was Chief of ER for the Eastern Zone of Nova Scotia, until June of 2021.
4. I have personal knowledge of the evidence sworn to in this Affidavit, except where otherwise stated to be based on information and belief.
5. I state, in this Affidavit, the source of any information that is not based on my own personal knowledge, and I state my belief in the source.
6. I was a practicing front-line medical doctor / physician in the NS health system during the entire period of the pandemic and declared state of emergency.
7. I have direct knowledge of the actions of the CMOH during the period of the declared COVID-19 pandemic.
8. This affidavit has three exhibits attached (Exhibits 1, 2 and 3).

Sworn before me in \_\_\_\_\_, Nova Scotia, this \_\_\_\_\_ day of November, 2024.

\_\_\_\_\_

Notary Public

\_\_\_\_\_

Chris Milburn

**TAB 1**

|  |            |
|--|------------|
| 2021   | YAR 510031 |
| <p>This is Exhibit 1 referred to in the affidavit of Chris Milburn sworn before me on November _____, 2024</p> <hr/> <p>Notary Public signature and seal</p> |            |

## A GUIDE TO THE HEALTH PROTECTION ACT AND REGULATIONS

Fall 2005



**TAB 2**

|  |            |
|--|------------|
| 2021   | YAR 510031 |
| <p>This is Exhibit 2 referred to in the affidavit of Chris Milburn sworn before me on November _____, 2024</p> <hr/> <p>Notary Public signature and seal</p> |            |

# Health Protection Act

## CHAPTER 4 OF THE ACTS OF 2004

*as amended by*

2010, c. 41, s. 112; 2014, c. 32, ss. 122-126; 2018, c. 33, s. 19;  
2019, c. 8, s. 184; 2021, c. 6, ss. 9-26



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Halifax

**TAB 3**



|  |            |
|--|------------|
| 2021   | YAR 510031 |
| <p data-bbox="370 537 1138 611">This is Exhibit 3 referred to in the affidavit of Chris Milburn sworn before me on November _____, 2024</p> <hr data-bbox="375 800 1154 804"/> <p data-bbox="557 848 976 884">Notary Public signature and seal</p> |            |

**CONFIDENTIAL**

**MANUFACTURING AND SUPPLY AGREEMENT**

**BETWEEN**

**PFIZER CANADA ULC**

**AND**

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA, represented by  
the MINISTER OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA**

**DATED AS OF**

**OCTOBER 26, 2020**

improperly or corruptly to influence any Government official, political party, candidate for political office, or any other Person, in order to gain an improper business advantage.

#### 5.4 No Other Warranty.

Except to the extent set out expressly in this Agreement, all conditions, warranties or other terms which might have effect between the Parties or be implied or incorporated into this Agreement (whether by statute, common law or otherwise) are hereby excluded to the fullest extent permitted by Laws. Without prejudice to the general nature of the previous sentence, unless this Agreement specifically states otherwise and to the maximum extent permitted by Law, Pfizer expressly disclaims any representations or warranties with respect to the Product, including, but not limited to, any warranties or undertaking as to (a) non-infringement of Intellectual Property rights of a third party, (b) that there is no requirement to obtain a license of third party Intellectual Property rights to enable the use or receipt of the Product, (c) merchantability, or (d) fitness for a particular purpose.

#### 5.5 Purchaser Acknowledgement.

Purchaser acknowledges that the Vaccine and materials related to the Vaccine, and their components and constituent materials are being rapidly developed due to the emergency circumstances of the COVID-19 pandemic and will continue to be studied after provision of the Vaccine to Purchaser under this Agreement. Purchaser further acknowledges that the long-term effects and efficacy of the Vaccine are not currently known and that there may be adverse effects of the Vaccine that are not currently known. Further, to the extent applicable, Purchaser acknowledges that the Product shall not be serialized.

### 6. TERM; TERMINATION.

#### 6.1 Term of Agreement.

This Agreement shall commence on the Effective Date and shall continue until the later of (a) [REDACTED] and (b) [REDACTED] unless terminated pursuant to this Section 6 (Term; Termination) or the mutual written agreement of the Parties (“Term”).

#### 6.2 Termination for Cause.

[REDACTED] may terminate this Agreement [REDACTED] upon written notice [REDACTED] in the event of a material breach [REDACTED] of any term of this Agreement, which breach remains uncured [REDACTED] following written notice to such [REDACTED] of such material breach. Notwithstanding the foregoing, if such material breach, by its nature, cannot be cured, the [REDACTED] [REDACTED] may terminate this Agreement [REDACTED] upon written notice [REDACTED]