

CONFIDENTIAL

To: Kara Armstrong
Planned Parenthood of the Rocky Mountains
7155 E 38th Avenue
Denver CO 80207

Date:

Re: Material Transfer Agreement, Dr. [REDACTED] is [REDACTED]'s Principal Investigator
(please reference in any correspondence)

Enclosed is an original copy of the referenced document which has been signed on behalf of [REDACTED]
[REDACTED]

☒ We are submitting a fully executed copy for your files.

☒ We have retained a fully executed copy for our files.

SPECIAL COMMENTS:

Please direct any inquiries regarding the above referenced document to:

[REDACTED]

Agreement for Transfer of Human Fetal Tissue
Between
Planned Parenthood
And
[REDACTED]

This Agreement for Transfer of Human Fetal Tissue, together with its Attachments (the "Agreement") is effective as of [REDACTED] (the "Effective Date") by and between [REDACTED]

[REDACTED] and Planned Parenthood of the Rocky Mountains ("Planned Parenthood"), 7155 East 38th Ave, Denver, CO 80207.

WHEREAS, [REDACTED] desires to understand [REDACTED]

[REDACTED] and

WHEREAS, Planned Parenthood has access to such human fetal tissue ("tissue") and, with appropriate informed consent, can supply such tissue to [REDACTED]

WHEREAS, Planned Parenthood desires to supply, and [REDACTED] desires to obtain, human fetal tissue solely for use by Investigator (as defined herein) in the Research in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, Planned Parenthood agrees to provide tissue to [REDACTED] for the purposes of conducting the Research, subject to the following terms and conditions:

1. Supply of Tissue

During the period of this Agreement:

- a. Planned Parenthood shall supply tissue to [REDACTED]

[REDACTED] Tissue will be collected at the site by [REDACTED] personnel after it has been examined by the appropriate Planned Parenthood staff and has been released to [REDACTED]

- b. [REDACTED] will receive no identifying information regarding the source of the tissue and will have no access to medical records. Gestational age will be provided to [REDACTED], and tissue will be limited to non-smokers.
- c. Planned Parenthood will take all reasonable precautions to ensure proper packaging of tissue for transportation purpose using the packaging materials provided by [REDACTED] Planned Parenthood, however, will not be liable for any damages to the tissue once received by [REDACTED]

2. Informed Consent

- a. [REDACTED] will have no involvement with obtaining informed consent and will depend on Planned Parenthood personnel to obtain such consent.

- b. Planned Parenthood will ensure that each tissue donor has given voluntary and informed written consent for providing the tissue obtained from that donor to [REDACTED]. Such consent will be given by signature of the donor on the consent form in the form attached hereto as Appendix A.
 - c. Planned Parenthood will not maintain any records linking any information that could be used to individually identify a patient as a specific tissue donor or a tissue donor as a specific patient. Planned Parenthood will store signed Informed Consents in a secure location, and will make such consents available only to regulatory authorities.
- 3. Payment
 - a. [REDACTED] acknowledges that Planned Parenthood is not in the business of selling tissue nor is it a seller of such tissue, but is only providing a service to [REDACTED]. Therefore, in compliance with C.R.S. § 25-2-11.5, the [REDACTED] will reimburse Planned Parenthood for reasonable expenses incurred during the tissue retrieval process such the time involved in obtaining consent and packaging donations.
 - b. Planned Parenthood will invoice [REDACTED] for such expenses upon collection of 10 donations. [REDACTED] will pay said invoices within 60 days of receipt.
 - c. Planned Parenthood will notify [REDACTED] 30 days in advance of any changes in the costs incurred in connection with obtaining tissue for [REDACTED] under the Agreement, and will reasonably substantiate such changes in the cost structure.
- 4. Transfer and Use Restrictions
 - a. [REDACTED] will not transfer the tissue to any third party, except to authorized users under a separated agreement with terms covering the transfer of human fetal tissue.
 - b. [REDACTED] will use the tissue only for permitted uses described in the Informed Consent signed by the tissue donors, and in accordance with the protocols approved from time to time by an institutional review board, if applicable.
 - c. [REDACTED] shall not utilize tissue in any manner that would allow the identification of a tissue donor, including through the use of genetic identification processes.
- 5. Reports
 - a. [REDACTED] will supply reports to Planned Parenthood on a quarterly basis regarding the progress of the project and disposition of the tissue.
- 6. Publication
 - a. The Agreement shall not be interpreted to prevent or delay publication of research resulting from the use of the donated tissue.
 - b. [REDACTED] shall have the right to publish and disclose the results of the research without providing any accounting or advance notice to Planned Parenthood. [REDACTED] acknowledges that Planned Parenthood does not wish to be identified as the source of tissue in any publication or public disclosure of research results, and [REDACTED] agrees that it shall not

identify Planned Parenthood in publication or public disclosure of research results except as may be required by law.

7. Term and Termination

- a. This agreement shall terminate on the earlier of the following dates;
- i. On thirty (30) days written notice by either party to the other, or
 - ii. 5 (five) years from the last signature date.

8. Assignment and Entire Agreement

This Agreement is not assignable, whether by operation of law or otherwise, and sets forth the entire agreement and understanding of the parties and cannot be changed or amended except by written agreement executed by both parties.

The authorized signatures below verify agreement between the parties:

's Scientist/Investigator:

Donor Scientist/Investigator:

Savita Y. Ginde, MD MPH
Vice President and Medical Director
Planned Parenthood of the Rocky Mountains

**AMENDMENT TO AGREEMENT FOR TRANSFER OF HUMAN FETAL
TISSUE BETWEEN PLANNED PARENTHOOD OF THE ROCKY
MOUNTAINS, INC. AND [REDACTED]**

[REDACTED] and Planned Parenthood of the Rocky Mountains, Inc. ("Planned Parenthood") agree to the following amendments to the above referenced agreement ("Agreement"):

1. The addition of a section 9:

[REDACTED] shall maintain for itself appropriate liability coverage to the maximum extent allowed by Colorado law.

2. The addition of a section 10:

[REDACTED] shall advise Planned Parenthood as soon as practicable of any requests made under the Colorado Open Records Act, C.R.S. §§ 24-72-201 et seq., or any other similar statutes, regulations, or policies, that would require the [REDACTED] to disclose this Agreement to a third party.

The authorized signatures below verify agreement to the above stated amendments to the Agreement between the parties:

[REDACTED]

[REDACTED] s Scientist/Investigator: [REDACTED]

[REDACTED]

Donor Scientist/Investigator:

Savita Y. Ginde MD MPH

Savita Y. Ginde, MD MPH
Vice President and Medical Director
Planned Parenthood of the Rocky Mountains, Inc.

Planned Parenthood of the Rocky Mountains
 7155 E. 38th Ave, Denver, CO 80207
 303 321 7526

Client Information for Informed Consent

**DONATION OF ABORTED PREGNANCY TISSUE FOR MEDICAL
 RESEARCH, EDUCATION, OR TREATMENT**

Recent advances in medical science have been developed through research using tissue that has been aborted. This research is being done to better understand abnormal placentation.

Tissue can be obtained as a result of donation of pregnancy tissue after an abortion. Before you give your consent to donate pregnancy tissue, **read each of the following statements and initial the line to the right.** If there is any statement you do not understand, or if you have any questions, someone will discuss them with you.

Before this consent was ever offered to me, I had previously decided to have an abortion and signed an informed consent document. _____

I agree to donate the tissue from the abortion and/or miscarriage as a bodily gift to be used for education, research, treatment or the advancement of medical science. _____

I understand the donation is made without any restriction regarding who might receive the donated tissue or for what purpose it might be used. _____

I have not been informed of the identity of any individual who will receive the tissue that I am donating. _____

I understand the method, timing or procedure of abortion cannot and will not be substantively altered for the purpose of obtaining the tissue. _____

I understand there will be no payment to me for the donated tissue or for any product, process or service that may result from this donation. _____

I understand that I may refuse to donate pregnancy tissue, and this will not affect my current medical care or my ability to get any future medical services at _____ (affiliate name) _____

Signature: _____

Date: _____

Witness: _____

Date: _____

This Page Has Been Left Blank Intentionally.