

## **SPECIAL REPORT: ADVANCED BIOSCIENCE RESOURCES, INC.**

*10 September 2018*

### **Overview**

Advanced Bioscience Resources, Inc. (ABR) is likely the oldest continuously operating wholesaler of aborted fetal body parts in the United States. Headquartered in the San Francisco east bay area in Alameda, California, ABR has played middle-man for tens of millions of dollars in transactions over freshly aborted baby body parts since its founding in 1989. ABR's yearly revenues are about \$1.1 to \$1.5 million, all from the sale of freshly aborted fetal organs and tissues.<sup>1</sup>

ABR makes its money by harvesting and purchasing tiny livers, lungs, and brains from healthy fetuses terminated at 4, 5, and 6 months in abortion clinics across the country—including at several Planned Parenthood mega-centers—and re-selling the body parts to taxpayer-funded research laboratories at huge mark-up prices. ABR's customers, such as the FDA and NIH at the federal Department of Health and Human Services, use the late-term aborted baby parts for all manner of ghoulish experimentation, even transplanting the organs, tissues, and cells into rodents to create so-called “humanized mice.”

Citizen journalists for The Center for Medical Progress interacted extensively with the leadership of ABR on several occasions from 2013 to 2015 during CMP's major investigative journalism study on fetal trafficking, the “Human Capital” project. In one of CMP's earliest interactions with the company in 2013, ABR's Procurement Manager Perrin Larton made several shocking admissions.<sup>2</sup> Larton confirmed ABR's extensive supply of aborted fetal parts to government researchers at NIH, discussed how ABR is careful to make sure the 21- and 22-week fetuses it is harvesting organs from were not killed with feticides like digoxin before the abortion, and stated that she has observed multiple such fetuses scheduled for harvesting be delivered whole in the abortion clinics:

*I literally have had women come in and they'll go in the OR, and they're back out in 3 minutes, and I'm going,*

*“What's goin' on?”*

*“Oh yeah, the fetus was already in the vaginal canal, whenever we put her in the stirrups, it just fell out.”*

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<sup>1</sup> See 2016 IRS Form 990 for ABR,

[http://rct.doj.ca.gov/Verification/Web/Download.aspx?saveas=280675.pdf&document\\_id=09027b8f8032727a](http://rct.doj.ca.gov/Verification/Web/Download.aspx?saveas=280675.pdf&document_id=09027b8f8032727a)

<sup>2</sup> Perrin Larton conversation with CMP investigators, June 13, 2013: <https://www.youtube.com/watch?v=fWJb78ynVT8>



Fig. 1: ABR Procurement Manager Perrin Larton says she saw live fetuses born in the clinics, 2013.

After CMP's reporting prompted multiple Congressional investigations, ABR was one of the fetal tissue procurement companies scrutinized by the Senate Judiciary Committee and House Energy & Commerce Committee's Select Investigative Panel. After over a year of reviewing primary-source documents from ABR, the Congressional investigations made a criminal referral of ABR and its long-term business partner, Planned Parenthood of the Pacific Southwest (PPPS), to the FBI and U.S. Department of Justice in December 2016 for selling fetal tissue against the law. The House Select Panel also referred ABR to the Riverside County District Attorney's office in southern California, where ABR has harvested and purchased body parts from PPPS for many years. In December 2017, the USDOJ announced that it is investigating PPPS and ABR for sale of fetal body parts.<sup>3</sup>

## THE LAW ON FETAL ORGAN AND TISSUE TRANSFERS

Federal law forbids the transfer of fetal tissue in exchange for "*valuable consideration*." This term is a standard one from contract law and denotes anything of value. "Profit" is a helpful proxy for "*valuable consideration*": if you made a profit from fetal tissue, you necessarily broke the law. However, profit is not necessary to constitute a violation of the statute—indeed, "*consideration*" can be as little as one cent. The real crime is not in the amount of money for which an aborted fetus (or his or her heart or brain) is sold, but in the act of commodification. This is somewhat analogous to the sale of illegal drugs, where again it is not the amount of money that is determinative, but rather the commercial transaction over something forbidden to be marketed.<sup>4</sup>

<sup>3</sup> See <https://www.grassley.senate.gov/news/news-releases/grassley-refers-planned-parenthood-fetal-tissue-procurement-organizations-fbi> and <https://energycommerce.house.gov/news/letter/select-investigative-panel-criminal-and-regulatory-referrals/> and <https://www.nytimes.com/2017/12/08/us/politics/planned-parenthood-fetal-tissue-transfers-federal-investigation.html>

<sup>4</sup> While 42 U.S.C. 289g-2(e)(3) excepts from "*valuable consideration*" reimbursements for specific costs of facilitating a fetal tissue donation, if the payments exceed the costs, or are tied to the marketability of the fetal tissue, the statute is being violated.

## ABR's CRIMINAL BILLING FOR FETAL BODY PARTS

ABR is organized on paper as a 501(c)3 non-profit foundation, but its billing practices for fetal organs and tissues demonstrate that it is a profit-driven business selling fetal body parts for valuable consideration. In 2016, ABR netted over \$200,000 in profit.<sup>5</sup>

While state and federal fetal tissue laws allow the reimbursement of specific packaging and shipping charges, ABR's Fees For Services Schedules and customer invoices bill *separate* reimbursement charges for the costs of packaging, quality control, and shipping. But *in addition to the cost reimbursements*, ABR then charges hundreds of dollars for each fetal body part itself.<sup>6</sup>


 <p style="text-align: center;"><b><u>FEES FOR SERVICES SCHEDULE</u></b></p> <p style="text-align: center;">Effective January 1, 2015</p>		
<b>FETAL CADAVEROUS SPECIMEN PROCUREMENT</b>		<b>SERVICE FEE</b>
2nd trimester specimen (13 - 24 weeks) .....	PER SPECIMEN	\$340
1st trimester specimen (8 - 12 weeks) .....	PER SPECIMEN	\$550
Maternal Peripheral .....	PER SPECIMEN	\$260
<b>SPECIAL PROCESSING / PRESERVATION</b>		
Case Report Form (CRF) completion .....	PER CASE	\$25
Specimen "cleaning" .....	PER SPECIMEN	\$50
Special requests (evaluated individually) .....	PER SPECIMEN	\$25
Snap freezing (LN2) .....	PER SPECIMEN	\$40
Passive freezing (Dry ice) .....	PER SHIPMENT	\$80
Foreign shipments .....	PER SHIPMENT	\$100
Electronic Fund Transfer (EFT) (Fee varies by bank) .....	PER INVOICE	\$25-\$50
<i>Imposed from outside labs and courier companies.</i>		
<b>DELIVERY (Research facility responsible for delivery fees and fuel surcharges.)</b>		
(FedEx billed on research facility's account but reversed to ABR will incur a \$15 rebill fee)		
Federal Express Domestic Priority Overnight .....		\$120
Federal Express Domestic First Overnight .....		\$150
Federal Express Domestic Saturday Delivery .....		\$170
Foreign and Other Courier Services .....	CALL	
Fuel surcharge (Research facility responsible for additional fuel surcharge)....	CALL	
<b>Our Terms: Full payment due upon invoice receipt, and within 30 days of the invoice date.</b> <b>Accounts not paid within 30 days of invoice are subject to a 1.5% monthly finance charge.</b>		
1516 Oak Street, Ste. 303 / Alameda, California 94501 / 510-865-5872 / Fax 510-865-4090 / email: <a href="mailto:abr@abr-inc.com">abr@abr-inc.com</a>		

Fig. 2: ABR Fees For Services Schedule, 2015.

ABR's customer invoices even show ABR charging the customer *double* if two eyeballs were harvested from the same baby—even though the ABR technician would harvest

<sup>5</sup> See ABR 2016 IRS Form 990, *Ibid*.

<sup>6</sup> Exhibit A, ABR Fees For Services Schedules

both from the same skull at the same time, and the eyeballs would be packaged together a one shipment! The invoices show ABR routinely shipped multiple body parts together in one package, charging a single shipping reimbursement for the order, but multiple specimen charges for each body part.

03/25/2015 09:11 5108654090 ABR PAGE 02/02

**ABR**  
ADVANCED BIOSCIENCE RESOURCES, INC.

**TISSUE ACQUISITION INVOICE**

DATE	P.O. #	INVOICE #
3/5/2015	Credit Card	1030037
	TERMS	CUSTOMER #
	Due Upon Receipt	0694

**BILL TO**  
University of CO Denver  
Dept. of Ophthalmology  
12800 East 19th Avenue,  
Aurora, Co 80045

PROC. DATE	PATIENT ID	ABR ID	GEST	DESCRIPTION	RESEARCHER	FEE
3/5/2015		7894	18	Eye (1), 2nd Trimester		340.00
				03/24/15 PAID via VISA Request by		

**SALE**  
Entry Method: Manual  
Amount: \$ 340.00  
Tax: \$ 0.00  
Total: \$ 340.00  
03/24/15 12:45:00  
Inv #: 000007  
Appr Code: 857500  
Batch#: 000015  
AMS Code: ZIP MATCH 2  
Cust #: 634

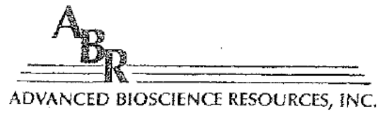
**Total** \$340.00

1516 Oak Street, Suite 303 / Alameda, California 94501 USA / Phn (510) 865-5872 / Fax (510) 865-4090 / email: abr@abr-inc.com

Fig. 3: ABR invoice for one 18-week eyeball, 2015.



Received Time Jul 20, 2015 10:38AM No. 9347



# TISSUE ACQUISITION INVOICE

DATE	P.O. #	INVOICE #
6/27/2015	Credit Card	1030552
TERMS	CUSTOMER #	
Due Upon Receipt	0702	

**BILL TO**  
 University of WI-Madison  
 [Redacted]  
 Madison, WI 53705

PROC. DATE	PATIENT ID	ABR ID	GEST	DESCRIPTION	RESEARCHER	FEE
6/27/2015	[Redacted]	5881	24	Eyes (2), 2nd Tri-In Formalin  07/15/15 PAID via VISA [Redacted] Request by [Redacted]	[Redacted]	680.00
				<b>Total</b>		<b>\$680.00</b>

ADVANCED BIOSCIENCE RESOURCES  
 1516 OAK STREET, SUITE 303  
 ALAMEDA, CA 94501  
 PHONE: (510) 865-5872  
 Merchant ID: 82006671362 Ref ID: 0818

**Sale**  
 Entry Method: Manual  
 Amount: \$ 680.00  
 Tax: \$ 2.00  
 Total: \$ 680.00  
 07/15/15  
 New ID: 000014  
 Group: Online  
 Age Code: 05/02  
 Batch: 00024  
 Cust ID: 702

Customer Carry  
 119948 Y001  
 HAVE A NICE DAY!

1516 Oak Street, Suite 303 / Alameda, California 94501 USA / Phn (510) 865-5872 / Fax (510) 865-4090 / email: abr@abr-inc.com

00014

Fig. 4: ABR invoice for two 24-week eyeballs from the same baby, 2015.



# TISSUE ACQUISITION INVOICE

DATE	P.O. #	INVOICE #
4/20/2011	291K373-136503	1022904
TERMS		CUSTOMER #
Due Upon Receipt		0563

**BILL TO**  
University of WI  
[Redacted]  
Madison, WI 53715

PROC. DATE	PATIENT ID	ABR ID	GEST	DESCRIPTION	RESEARCHER	FEE
4/20/2011	[Redacted]	3033	18	Liver, 2nd Trimester	[Redacted]	220.00
4/20/2011	[Redacted]	3035	24	Liver, 2nd Trimester-Twin A	[Redacted]	220.00
4/20/2011	[Redacted]	3037	24	Liver, 2nd Trimester-Twin B	[Redacted]	220.00
4/20/2011				Delivery: FedEx-Priority Overnight		90.00
				Accounting Services		
				MAY 12 2011		
				Accounts Payable		
<b>Total</b>						<b>\$750.00</b>

1516 Oak Street, Suite 303 / Alameda, California 94501 / (510) 865-5872 / Fax (510) 865-4090

00016

Fig. 5: ABR invoice for three livers, two from 6-month old twins, 2011.

The Senate Judiciary Committee's report and criminal referrals found: "As demonstrated by its fee schedules, ABR's fee per specimen substantially increased from 2010 to 2015," and "ABR provided no explanation as to why its fees to its customers rose so steeply from 2010 to 2015 despite no corresponding increases in the wages it paid its technicians or in

*the fees it paid the Planned Parenthood affiliates.”*<sup>7</sup> ABR was charging \$200 for a 2<sup>nd</sup>-trimester fetal heart or liver in 2010, but after increasing by \$10 to \$45 per year, that charge had more than doubled to \$340 by 2015. According to the U.S. Bureau of Labor Statistics, ABR’s increased charges for fetal body parts from 2010 to 2015 represent a 60% greater increase over the rate of inflation during that time.

During this time, ABR also began charging wildly escalated fees for “Regulated Tissue Acquisition” for special-demand, high-quality fetal body parts—pristine organs and tissues that ABR would pay Planned Parenthood up to \$1,000 for if the specifications were met. In 2012, ABR charged its customers \$5,000 for an RTA-procured fetal organ or tissue—\$2,000 for Phase 1, and \$3,000 more in Phase 2. ABR later increased the fee to \$6,000 total, \$3,000 per phase.

Surprisingly, ABR charged the full \$6,000 fee to research customers even when Phase 2 was unsuccessful at delivering a usable fetal specimen. In February 18, 2015, ABR billed a University of Utah customer a total of \$12,000 for “*the two attempted Regulated Tissue Acquisition procurements on 28JAN2015 and 29JAN2015.*” The UU research customer objected to paying for “*these two tissue procurements that were not acceptable for procurement.*”

ABR described its billing practices to the disgruntled research customer on February 20, 2015, claiming the \$6,000 charges for just one fetal specimen were only “reimbursing” for ABR’s costs:

*The clinic charges us for the time, space and utilities for the two day minimum that we are in the clinic for the RTA, for Phases 1 & 2, which on its own is a fee of \$500...If there is no suitable tissue acquired, which is always an unfortunate possibility, the labor and time-intensive work on behalf of [Redacted] has still be done, and performed in good faith that ABR would be reimbursed for the work*

The researcher wrote back four days later, arguing to ABR the charges far exceeded ABR’s actual cost:

*I calculated the costs for travel, hotel, time, food, personnel time, clinic fees and some overhead in the scenario of a non-useable product and I figured your costs to be around \$3,000. Therefore, instead of charging the full \$6,000 or \$7,000, I would recommend \$3,000.*

ABR agreed with the researcher a week later, finally writing back, “*We are willing to accept the decreased amount of \$3500, to cover our costs,*” admitting that ABR had been massively overcharging customers for its so-called “reimbursements.”<sup>8</sup>

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<sup>7</sup> Senate Judiciary Committee Report, Dec. 2016, pages 34-35: <https://www.grassley.senate.gov/news/news-releases/grassley-refers-planned-parenthood-fetal-tissue-procurement-organizations-fbi>

<sup>8</sup> Exhibit B, University of Utah emails with ABR

In September 2013, PPPS Medical Director Dr. Katharine Sheehan alluded to ABR's lucrative expansion of business with Planned Parenthood, telling an undercover actor, *"We've been working with them for over 10 years, really a long time. We just kind of renegotiated the contract, they're doing the big government-level collections and things like that."*<sup>9</sup>



Fig. 6: Dr. Katharine Sheehan describes PPPS's business relationship with ABR, 2013.

ABR harvested, purchased, sold, and shipped fetal body parts from inside of Planned Parenthood Pacific Southwest's two late-term abortion sites—ABR's entire operation has been knowingly harbored inside of Planned Parenthood for years. Additionally, the substantial overcharging and profiteering involved in ABR's fetal tissue sales to taxpayer-funded research entities may implicate both ABR and Planned Parenthood in potential False Claims violations.

### PLANNED PARENTHOOD PACIFIC SOUTHWEST AND ABR

Planned Parenthood of the Pacific Southwest, formerly known as Planned Parenthood of San Diego and Riverside Counties, is a large and wealthy Planned Parenthood affiliate doing business in southern California. PPPS performs nearly 17,000 abortions every year<sup>10</sup> and operates two main surgical abortion offices, one in downtown San Diego and one in Riverside. The San Diego and Riverside clinics both advertise abortions up to 6 months (24 weeks) for any reason.<sup>11</sup> Since at least 1999, PPPS has had a contract with ABR to supply aborted fetal organs and tissues.

<sup>9</sup> Dr. Sheehan conversation with CMP investigators, September 21, 2013: <https://www.youtube.com/watch?v=69mC-B9aFJk>

<sup>10</sup> Planned Parenthood Pacific Southwest Annual Report, 2017:

[https://issuu.com/plannedparenthoodofthepacificsouthw/docs/planned\\_parenthood\\_of\\_the\\_pacific\\_s\\_b0c60f2e1ff87f/10](https://issuu.com/plannedparenthoodofthepacificsouthw/docs/planned_parenthood_of_the_pacific_s_b0c60f2e1ff87f/10)

<sup>11</sup> Planned Parenthood Riverside Center, Abortion Services: <https://www.plannedparenthood.org/health-center/california/riverside/92506/riverside-center-2187-90110/abortion>

Planned Parenthood Michelle Wagner Center, Abortion Services: <https://www.plannedparenthood.org/health-center/california/san-diego/92101/first-avenue-specialty-services-michelle-wagner-center-4036-90110/abortion>



The contract between PPPS and ABR is chilling in its terms and appears to be in direct violation of fetal tissue procurement laws on its face. In Section 2, “*product of conception*” or “*POC*” is defined as “*any fetal organ.*” In Section 4, ABR promises to pay Planned Parenthood Pacific Southwest “*sixty dollars (\$60.00)*” for “*each POC provided to ABR.*”<sup>12</sup>

In 2010, the same year that PPPS and ABR entered into this agreement, PPPS performed 15,629 abortions.<sup>13</sup> If each abortion “provided” just one fetal organ under the contract, that would bring in an extra \$937,740 in revenue to Planned Parenthood Pacific Southwest each year. Whether, based on customer demand, PPPS and ABR were actually able to achieve such numbers or not, the promise of the contract is clear: PPPS and ABR are transacting for fetal organs on a *marketable volume* basis, and this contract is worth up to \$1 million annually for Planned Parenthood.

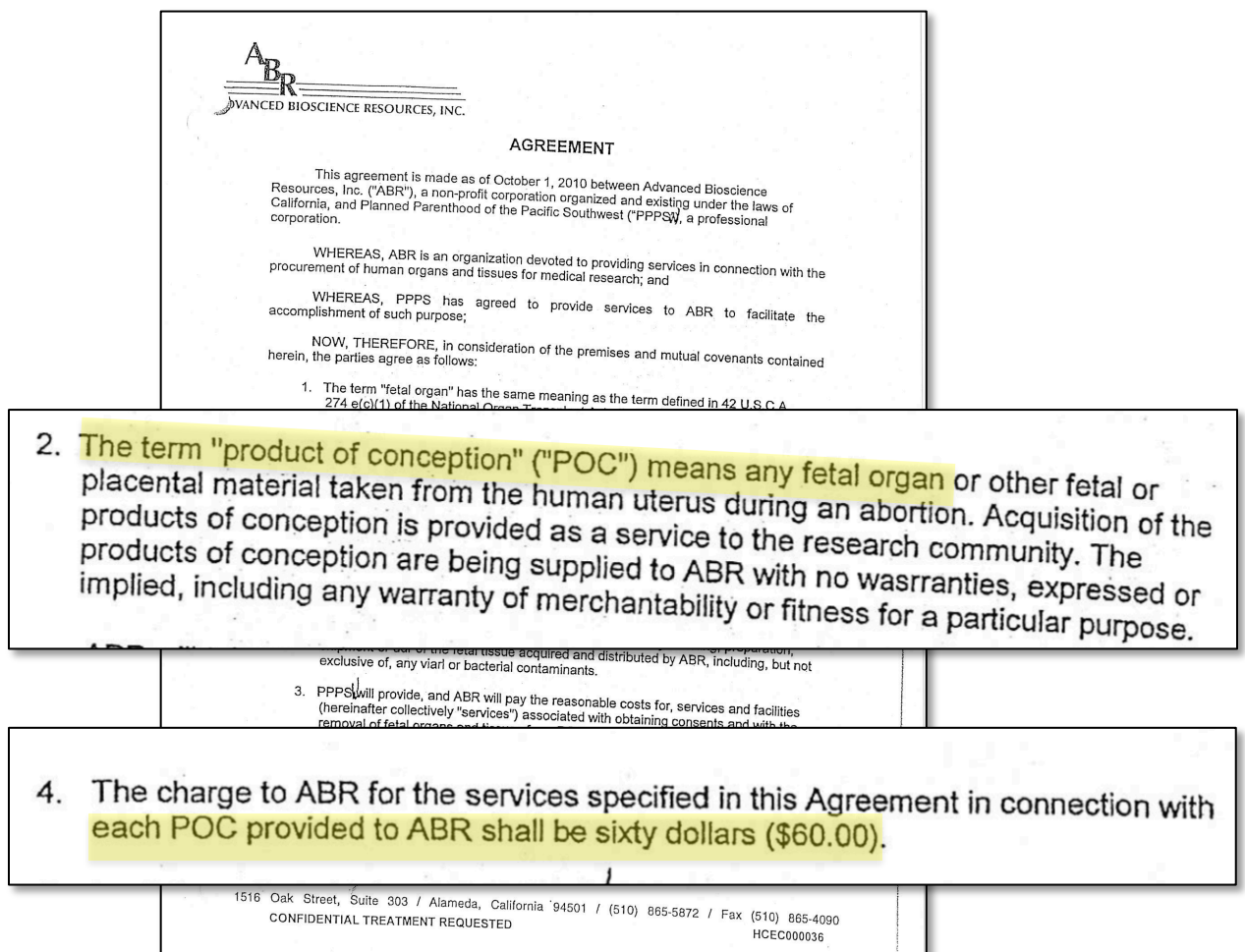


Fig. 7: Planned Parenthood contract with ABR.

Throughout the length of PPPS’s business relationship with ABR, Planned Parenthood and ABR arrived at newer iterations of their contract that provided greater financial

<sup>12</sup> Exhibit C, PPPS/ABR Contracts

<sup>13</sup> Planned Parenthood Pacific Southwest Annual Report, 2010:

[https://www.plannedparenthood.org/uploads/filer\\_public/a2/e4/a2e478d5-d9d0-4108-8354-662d6518e4d9/2010ar.pdf](https://www.plannedparenthood.org/uploads/filer_public/a2/e4/a2e478d5-d9d0-4108-8354-662d6518e4d9/2010ar.pdf)

benefit to Planned Parenthood in exchange for fetal body parts. In the first PPPS/ABR contract, signed in 1999, Planned Parenthood charged ABR \$45/fetal specimen provided. In 2005, the charge was increased to \$55/specimen, and in the 2010 contract to \$60/specimen.

In 2012, PPPS and ABR negotiated an “addendum” to the 2010 contract that allowed ABR to harvest special-order high-quality fetal body parts in a 2-phase “Regulated Tissue Acquisition” process, where Planned Parenthood could receive a total of \$1,000 for a single successful RTA-procured body part. If the RTA did not yield usable fetal tissue, ABR would only pay PPPS half the price, \$500. These RTAs are the fetal organs ABR would in turn sell to research customers for \$6000 per specimen.

### **TAXPAYER-FUNDED FETAL EXPERIMENTATION SUPPLIED BY ABR**

Recent reports show the FDA signing a contract with ABR for nearly \$16,000 worth of “fresh” fetal organs and tissues over the next year (assuming this FDA laboratory does not require more body parts after this initial quota), in a continuation of prior FDA contracts with ABR.<sup>14</sup> Sadly, ABR, along with other companies like it, has been a nexus point for government involvement in fetal experimentation for many years.

In the past two years alone, the NIH spent over \$200 million on research projects using human fetal tissue.<sup>15</sup> In 2017, intramural NIH research—studies conducted in government laboratories, not merely government grants—accounted for \$20 million, or about 20%, of NIH spending on projects using human fetal tissue.<sup>16</sup>

The taxpayer-funded experimentation on aborted fetal body parts is shocking. In a recent study funded by multiple NIH grants, published June 2018 in the *Journal of Neuroscience*, scientists transplanted human brain cells from aborted fetuses into baby lab mice. For the experiment, “Fetal brain tissue samples, between 17 and 22 weeks of gestational age, were obtained from Advanced Bioscience Resources”.<sup>17</sup> In another study funded by multiple NIH grants, published October 2013 in *PLoS ONE*, UC Berkeley scientists obtained “normal fetal eyes” at “24 week gestation” from ABR. The study notes the eyeballs “were collected from elective abortions,” and, “All fetal eyes were harvested within minutes of death.”<sup>18</sup>

Neither of these two experiments was designed to treat or cure a human being’s illness. However, it bears noting that when fetal stem cells have been used in attempted cell-based therapies in human beings, the results have been ineffective and dangerous. For example, an attempt in 2009 to treat a boy with A-T using aborted fetal brain cells

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<sup>14</sup> “FDA Acquiring ‘Fresh’ Aborted Baby Parts to Make Mice With Human Immune Systems.” Jeffrey, Terence, *CNSNews*, 7 August 2018. <https://www.cnsnews.com/news/article/terence-p-jeffrey/fda-acquiring-fresh-aborted-baby-parts-make-mice-human-immune-systems>

<sup>15</sup> See NIH RePORT Categorical Spending for FY 2016, 2017, and 2018. [https://report.nih.gov/categorical\\_spending.aspx](https://report.nih.gov/categorical_spending.aspx)

<sup>16</sup> See NIH RePORT Categorical Spending for “Human Fetal Tissue”, FY 2017. [https://report.nih.gov/categorical\\_spending\\_project\\_listing.aspx?FY=2017&ARRA=N&DCat=Human+Fetal+Tissue](https://report.nih.gov/categorical_spending_project_listing.aspx?FY=2017&ARRA=N&DCat=Human+Fetal+Tissue)

<sup>17</sup> “Muscarinic receptor M<sub>3</sub>R signaling prevents efficient remyelination by human and mouse oligodendrocyte progenitor cells.” Sim et al. *Journal of Neuroscience*, 29 June 2018. <https://www.ncbi.nlm.nih.gov/pubmed/29959237>

<sup>18</sup> “Scleral Micro-RNA Signatures in Adult and Fetal Eyes.” Metlapally et al, *PLoS ONE*, 21 October 2013. <http://journals.plos.org/plosone/article?id=10.1371/journal.pone.0078984>

generated tumors in his brain.<sup>19</sup> StemCells, Inc., one company that has tried to develop fetal stem cell therapies similar to the one used in the A-T case, had a whistleblower lawsuit filed against it in 2014 alleging impurities in its fetal brain-derived cell lines that put patients at risk of infection or death.<sup>20</sup> A StemCells, Inc. clinical trial using aborted fetal brain cells to treat spinal cord injury (SCI) “did not see significant recovery of motor functions” in patients, and was ultimately terminated.<sup>21</sup> Later studies of StemCells, Inc.’s fetal stem cell product in animal models of Alzheimer’s found the fetal brain cells formed abnormal “ectopic clusters” and provided no cognitive benefits.<sup>22</sup> The ineffective and dangerous fetal brain cell product developed by StemCells, Inc. was produced from fetal brain and spinal cord specimens provided by ABR.<sup>23</sup>

Meanwhile, studies using adult autologous (from the patient) stem cells have shown motor improvement in SCI patients since 2008.<sup>24</sup> In a 2012 study of patients with cervical SCI, patients who received multiple transplants of autologous bone marrow stem cells showed improved motor function.<sup>25</sup> In a 2015 study, a 15-year-old paraplegic patient was able to walk again after receiving stem cell injections from her own bone marrow.<sup>26</sup>

## CONCLUSION

The reality of legal abortion in America—subject to various limits imposed by law—does not cancel the humanity of unborn children in the context of scientific experimentation. In fact, as has been said before, it is precisely the value of the aborted fetus to medical experimentation that proves his or her common humanity with every other American citizen.<sup>27</sup> Laws like the federal prohibition on the purchase and sale of fetal body parts for valuable consideration are meant to prevent the utilitarian and commercial destruction and commodification of unborn children, and promote their welfare instead. It is an incredible irony and disappointment that the same government that ought to be enforcing such laws, might instead be doing business at taxpayer expense with violators like ABR and their business partners at Planned Parenthood.

<sup>19</sup> Rechavi et al, “Donor-Derived Brain Tumor Following Neural Stem Cell Transplantation in an Ataxia Telangiectasia Patient.” *PLOS Medicine*, 17 February 2009. <http://journals.plos.org/plosmedicine/article?id=10.1371/journal.pmed.1000029>

<sup>20</sup> *Williams v. StemCells, Inc.* Alameda County Superior Court, 14 July 2014. <http://www.ipscell.com/wp-content/uploads/2014/07/stemcells-lawsuit.pdf>

<sup>21</sup> “Half of the patients transplanted had significant post-transplant gains in *sensory* function” (emphasis added), See “StemCells, Inc. Initiates Phase II Clinical Trial in Cervical Spinal Cord Injury.” *StemCells, Inc.* 7 October 2014. <http://investor.stemcellsinc.com/phoenix.zhtml?c=86230&p=irol-newsArticle&ID=1974747>; and “That we did not see significant recovery of motor functions in the Pathway Study is disappointing,” in “StemCells, INC. Announces Termination of Phase II Pathway Study Following Review of Data.” *StemCells, Inc.* 31 May 2016. <http://investor.stemcellsinc.com/phoenix.zhtml?c=86230&p=irol-newsArticle&ID=2173446>

<sup>22</sup> “HuCNS-SC Human NSCs Fail to Differentiate, Form Ectopic Clusters, and Provide No Cognitive Benefits in a Transgenic Model of Alzheimer’s Disease.” Blurton-Jones, et al, *Stem Cell Reports*, 14 February 2017. <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC5312253/>

<sup>23</sup> “Direct isolation of human central nervous system stem cells.” Uchida et al, *Proceedings of the National Academy of Sciences*, 19 December 2000. <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC18985/>

<sup>24</sup> Deda et al, “Treatment of chronic spinal cord injured patients with autologous bone marrow-derived hematopoietic stem cell transplantation: 1-year follow-up.” *Cytotherapy* 2008. <http://www.ncbi.nlm.nih.gov/pubmed/18615345>

<sup>25</sup> Park et al, “Long-term results of spinal cord injury therapy using mesenchymal stem cells derived from bone marrow in humans.” *Neurosurgery* May 2012. <http://www.ncbi.nlm.nih.gov/pubmed/22127044>

<sup>26</sup> Majka et al, “Continuous Improvement After Multiple Mesenchymal Stem Cell Transplantations in a Patient With Complete Spinal Cord Injury.” *Cell Transplantation* 24 March 2015. <http://www.ingentaconnect.com/content/cog/ct/2015/00000024/00000004/art00008>

<sup>27</sup> Rini, Suzanne M. *Beyond Abortion: A Chronicle of Human Fetal Experimentation* (1993).

**EXHIBIT A**  
**ABR FEES FOR SERVICES**  
**SCHEDULES**



## **FEES FOR SERVICES SCHEDULE**

Effective January 1, 2015

### **FETAL CADAVEROUS SPECIMEN PROCUREMENT**

### **SERVICE FEE**

2nd trimester specimen (13 - 24 weeks) .....	PER SPECIMEN	\$340
1st trimester specimen (8 - 12 weeks) .....	PER SPECIMEN	\$550

### **BLOOD SPECIMEN PROCUREMENT**

Maternal Peripheral .....	PER SPECIMEN	\$260
Adult Peripheral .....	PER SPECIMEN	\$260
Full Term Umbilical Cord .....	PER SPECIMEN	\$550

### **SPECIAL PROCESSING / PRESERVATION**

Case Report Form (CRF) completion .....	PER CASE	\$25
Specimen "cleaning" .....	PER SPECIMEN	\$50
Special requests (evaluated individually) .....	PER SPECIMEN	\$25
Snap freezing (LN2) .....	PER SPECIMEN	\$40
Passive freezing (Dry ice) .....	PER SHIPMENT	\$80
Foreign shipments .....	PER SHIPMENT	\$100
Electronic Fund Transfer (EFT) (Fee varies by bank) .....	PER INVOICE	\$25-\$50

***The following fees are subject to change, based upon increases imposed from outside labs and courier companies.***

### **INFECTIOUS DISEASE SCREENING** (Testing performed on donor blood)

HIV, HBsAg .....	\$95
Additional tests .....	CALL

### **DELIVERY** (Research facility responsible for delivery fees and fuel surcharges.)

(FedEx billed on research facility's account but reversed to ABR will incur a \$15 rebill fee)

Federal Express Domestic Priority Overnight .....	\$120
Federal Express Domestic First Overnight .....	\$150
Federal Express Domestic Saturday Delivery .....	\$170
Foreign and Other Courier Services .....	CALL
Fuel surcharge (Research facility responsible for additional fuel surcharge)...	CALL

***Our Terms: Full payment due upon invoice receipt, and within 30 days of the invoice date. Accounts not paid within 30 days of invoice are subject to a 1.5% monthly finance charge.***

- ABR's standard FEES FOR SERVICES SCHEDULE has been abbreviated (as follows) to identify services specific to Tissue Acquisition for cGTP Compliance.
- Service Fee increases for tissue acquisition occur annually on January 1, but are subject to change at any time.
- Courier fees and rates for the transfer of the Material from the tissue recovery site to the destination vary according to the carrier and distance, but an estimate will be provided upon request.
- Laboratory fees currently assessed for requested testing will be provided in a separate communiqué, for laboratory testing specific to cGTP compliance.
- Details of fees for cGTP Tissue Acquisition will be supplied upon request.

### **FEES FOR SERVICES SCHEDULE 2015**

<b>FETAL TISSUE ACQUISITION</b>		<b>SERVICE FEE</b>
2 <sup>nd</sup> Trimester (13 – 24 weeks)	Per Specimen	\$340.00
1 <sup>st</sup> Trimester (5 – 12 weeks)	Per Specimen	\$550.00

<b>cGTP COMPLIANT TISSUE ACQUISITION</b>		<b>SERVICE FEE</b>
Completed 2 Phase Acquisition		\$6000.00
Phase 1		\$3000.00
Phase 2		\$3000.00

If, in Phase1, there are no qualifying candidates identified for the provision of cGTP compliant tissue, there will be no fees assessed for Phase 2.

<b>LABORATORY FEE</b>	<b>TO BE DETERMINED</b>
Individualized per facility-specific requests	

<b>COURIER SERVICE FEE</b>	<b>TO BE DETERMINED</b>
Individualized per facility-specific requests	

***Our Terms: Full payment due upon invoice receipt, and within 30 days of the invoice date. Accounts not paid within 30 days of invoice are subject to a 1.5% monthly finance charge.***

## **FEES FOR SERVICES SCHEDULE**

Effective January 1, 2014

### **FETAL CADAVEROUS SPECIMEN PROCUREMENT**

### **SERVICE FEE**

2nd trimester specimen (13 - 24 weeks) .....	PER SPECIMEN	\$325
1st trimester specimen (8 - 12 weeks) .....	PER SPECIMEN	\$525

### **BLOOD SPECIMEN PROCUREMENT**

Maternal Peripheral .....	PER SPECIMEN	\$250
Adult Peripheral .....	PER SPECIMEN	\$250
Full Term Umbilical Cord .....	PER SPECIMEN	\$535

### **SPECIAL PROCESSING / PRESERVATION**

Case Report Form (CRF) completion .....	PER CASE	\$25
Specimen "cleaning" .....	PER SPECIMEN	\$50
Special requests (evaluated individually) .....	PER SPECIMEN	\$25
Snap freezing (LN2) .....	PER SPECIMEN	\$40
Passive freezing (Dry ice) .....	PER SHIPMENT	\$80
Foreign shipments .....	PER SHIPMENT	\$100
Electronic Fund Transfer (EFT) (Fee varies by bank) .....	PER INVOICE	\$25-\$50

*The following fees are subject to change, based upon increases imposed from outside labs and courier companies.*

### **INFECTIOUS DISEASE SCREENING** (Testing performed on donor blood)

HIV, HBsAg .....	\$95
Additional tests .....	CALL

### **DELIVERY** (Research facility responsible for delivery charges.)

(FedEx billed on research facility's account but reversed to ABR will incur a \$15 rebill fee)

Federal Express Priority Overnight .....	\$120
Federal Express First Overnight .....	\$150
Federal Express Saturday Delivery .....	\$170
Other courier services .....	CALL
Fuel surcharge (Research facility responsible for additional fuel surcharge)...	CALL

***Our Terms: Full payment due upon invoice receipt, and within 30 days of the invoice date.  
Accounts not paid within 30 days of invoice are subject to a 1.5% monthly finance charge.***

- ABR's standard FEES FOR SERVICES SCHEDULE has been abbreviated (as follows) to identify services specific to Tissue Acquisition for cGTP Compliance.
- Service Fee increases for tissue acquisition occur annually on January 1, but are subject to change at any time.
- Courier fees and rates for the transfer of the Material from the tissue recovery site to the destination vary according to the carrier and distance, but an estimate will be provided upon request.
- Laboratory fees currently assessed for requested testing will be provided in a separate communiqué, for laboratory testing specific to cGTP compliance.
- Details of fees for cGTP Tissue Acquisition will be supplied upon request.

#### FEES FOR SERVICES SCHEDULE 2014

##### FETAL TISSUE ACQUISITION

2 <sup>nd</sup> Trimester (13 – 24 weeks)	Per Specimen	<b>SERVICE FEE</b> \$325.00
1 <sup>st</sup> Trimester ( 5 – 12 weeks)	Per Specimen	\$525.00

##### cGTP COMPLIANT TISSUE ACQUISITION

Completed 2 Phase Acquisition	<b>SERVICE FEE</b> \$6000.00
Phase 1	\$3000.00
Phase 2	\$3000.00

If, in Phase1, there are no qualifying candidates identified for the provision of cGTP compliant tissue, there will be no fees assessed for Phase 2.

##### LABORATORY FEE

Individualized per facility-specific requests

**TO BE DETERMINED**

##### COURIER SERVICE FEE

Individualized per facility-specific requests

**TO BE DETERMINED**

***Our Terms: Full payment due upon invoice receipt, and within 30 days of the invoice date. Accounts not paid within 30 days of invoice are subject to a 1.5% monthly finance charge.***



## **FEES FOR SERVICES SCHEDULE**

Effective January 1, 2013

### **FETAL CADAVEROUS PROCUREMENT**

### **SERVICE FEE**

2nd trimester D & E (13 - 24 weeks) .....	PER SPECIMEN	\$275
1st trimester aspiration (8 - 12 weeks) .....	PER SPECIMEN	\$515

### **BLOOD SAMPLE PROCUREMENT**

Maternal Peripheral .....	PER SPECIMEN	\$230
Adult Peripheral .....	PER SPECIMEN	\$230
Full Term Umbilical Cord .....	PER SPECIMEN	\$535

### **SPECIAL PROCESSING/PRESERVATION**

Case Report Form (CRF) completion .....	PER CASE	\$25
Tissue "cleaning" .....	PER SPECIMEN	\$50
Special requests (evaluated individually) .....	PER SPECIMEN	\$25
Snap freezing (LN2) .....	PER SPECIMEN	\$40
Passive freezing (Dry ice) .....	PER SHIPMENT	\$80
Foreign shipments .....	PER SHIPMENT	\$100
Electronic Fund Transfer (EFT) .....	PER INVOICE	\$25

**The following fees are subject to change based upon increases imposed from outside Labs and Courier Companies.**

### **INFECTIOUS DISEASE SCREENING**

HIV, HBsAg .....	\$95
Additional tests .....	CALL

### **DELIVERY**

(Applicant responsible for delivery charges.)

(FedEx billed on Researcher's account but reversed to ABR will incur a \$15 Rebill Fee)

Federal Express Priority Overnight .....	\$110
Federal Express First Overnight .....	\$140
Federal Express Saturday Delivery .....	\$155
Other courier services .....	CALL
Fuel Surcharge (Courier charge passed along to Researchers) .....	CALL

**Our Terms: Net Due Upon Receipt**

- ABR's standard FEES FOR SERVICES SCHEDULE has been abbreviated (as follows) to identify services specific to Tissue Acquisition for cGTP Compliance.
- Service Fee increases for tissue acquisition occur annually on January 1.
- Courier fees and rates for the transfer of the Material from the tissue recovery site to the destination vary according to the carrier and distance, but an estimate will be provided upon request.
- Laboratory fees currently assessed for requested testing will be provided in a separate communiqué, for laboratory testing specific to cGTP compliance.
- Details of fees for cGTP Tissue Acquisition will be supplied upon request.

### FEES FOR SERVICES SCHEDULE 2012

#### FETAL TISSUE ACQUISITION

2<sup>nd</sup> Trimester (13 – 24 weeks)

Per Specimen

#### SERVICE FEE

\$275.00

1<sup>st</sup> Trimester ( 5 – 12 weeks)

Per Specimen

\$515.00

#### cGTP COMPLIANT TISSUE ACQUISITION

Completed 2 Phase Acquisition

#### SERVICE FEE

\$6000.00

Phase 1

\$3000.00

Phase 2

\$3000.00

If, in Phase1, there are no qualifying candidates identified for the provision of cGTP compliant tissue, there will be no fees assessed for Phase 2.

#### LABORATORY FEE

Individualized per facility-specific requests

TO BE DETERMINED

#### COURIER SERVICE FEE

Individualized per facility-specific requests

TO BE DETERMINED

**Our Terms: Net Due Upon Receipt**

## **FEES FOR SERVICES SCHEDULE**

Effective January 1, 2012

### **FETAL CADAVEROUS PROCUREMENT**

### **SERVICE FEE**

2nd trimester D & E (13 - 24 weeks) .....	PER SPECIMEN	\$230
1st trimester aspiration (8 - 12 weeks) .....	PER SPECIMEN	\$450

### **BLOOD SAMPLE PROCUREMENT**

Maternal Peripheral .....	PER SPECIMEN	\$230
Adult Peripheral .....	PER SPECIMEN	\$230
Full Term Umbilical Cord .....	PER SPECIMEN	\$465

### **SPECIAL PROCESSING/PRESERVATION**

Case Report Form (CRF) completion .....	PER CASE	\$25
Tissue "cleaning" .....	PER SPECIMEN	\$50
Special requests (evaluated individually) .....	PER SPECIMEN	\$25
Snap freezing (LN2) .....	PER SPECIMEN	\$40
Passive freezing (Dry ice) .....	PER SHIPMENT	\$80
Foreign shipments .....	PER SHIPMENT	\$100
Electronic Fund Transfer (EFT).....	PER INVOICE	\$25

**The following fees are subject to change based upon increases imposed from outside Labs and Courier Companies.**

### **INFECTIOUS DISEASE SCREENING**

HIV, HBsAg .....	\$85
Additional tests .....	CALL

### **DELIVERY**

(Applicant responsible for delivery charges.)

(FedEx billed on Researcher's account but reversed to ABR will incur a \$12 Rebill Fee)

Federal Express Priority Overnight .....	\$95
Federal Express First Overnight .....	\$130
Federal Express Saturday Delivery .....	\$115
Other courier services .....	CALL
Fuel Surcharge (Courier charge passed along to Researchers) .....	CALL

**Our Terms: Net Due Upon Receipt**

- ABR's standard **FEES FOR SERVICES SCHEDULE** has been abbreviated (as follows) to identify services specific to Tissue Acquisition for cGTP Compliance
- Service Fee increases for tissue acquisition occur annually on January 1.
- Courier fees and rates for the transfer of the Material from the tissue recovery site to the destination vary according to the carrier and distance, but an estimate will be provided upon request.
- Laboratory fees currently assessed for requested testing will be provided in a separate communiqué, for laboratory testing specific to cGTP compliance.
- Details of fees for cGTP Tissue Acquisition will be supplied upon request.

### **FEES FOR SERVICES SCHEDULE 2012**

<b>FETAL TISSUE ACQUISITION</b>		<b>SERVICE FEE</b>
2 <sup>nd</sup> Trimester (13 – 24 weeks)	Per Specimen	\$230.00
1 <sup>st</sup> Trimester ( 5 – 12 weeks)	Per Specimen	\$450.00

<b>cGTP COMPLIANT TISSUE ACQUISITION</b>	<b>SERVICE FEE</b>
Completed 2 Phase Acquisition	\$5000.00
Phase 1	\$2000.00
Phase 2	\$3000.00

If, in Phase 1, there are no qualifying candidates identified for the provision of cGTP compliant tissue, there will be no fees assessed for Phase 2.

<b>LABORATORY FEE</b>	<b>TO BE DETERMINED</b>
Individualized per facility-specific requests	

<b>COURIER SERVICE FEE</b>	<b>TO BE DETERMINED</b>
Individualized per facility-specific requests	

**Our Terms: Net Due Upon Receipt**



**Effective January 1, 2011**

**SERVICE FEE**

**SJC000055**

# ADVANCED BIOSCIENCE RESOURCES, INC

## FEES FOR SERVICES SCHEDULE

Effective January 1, 2010

### FETAL CADAVEROUS PROCUREMENT

### SERVICE FEE

2nd trimester D & E (13 - 24 weeks) .....	PER SPECIMEN	\$200
1st trimester aspiration (8 - 12 weeks) .....	PER SPECIMEN	\$420

### BLOOD SAMPLE PROCUREMENT

Maternal Peripheral .....	PER SPECIMEN	\$200
Adult Peripheral .....	PER SPECIMEN	\$200
Full Term Umbilical Cord .....	PER SPECIMEN	\$465

### SPECIAL PROCESSING/PRESERVATION

Tissue "cleaning" .....	PER SPECIMEN	\$50
Special requests .....	PER SPECIMEN	\$50
Snap freezing (LN2) .....	PER SPECIMEN	\$40
Passive freezing (Dry ice) .....	PER SHIPMENT	\$80
Foreign requests .....	PER SHIPMENT	\$100
Electronic Fund Transfers .....	PER INVOICE	\$25

*The following fees are subject to change based upon increases imposed from outside Labs and Courier Companies.*

### INFECTIOUS DISEASE SCREENING

HIV, HBsAg .....	\$85
Additional tests .....	CALL

### DELIVERY

(Applicant responsible for delivery charges.)

(FedEx billed on Researcher's account but reversed to ABR will incur a \$10 Rebill Fee)

Federal Express Priority Overnight .....	\$85
Federal Express First Overnight .....	\$115
Federal Express Saturday Delivery .....	\$100
Other courier services .....	CALL
Fuel Surcharge (Courier charge passed along to Researchers) .....	CALL

**Our Terms: Net Due Upon Receipt**

~~CONFIDENTIAL & TREATMENT REQUESTED~~

S90000056

PRINTED BY AUTHORITY OF THE CHAIRMAN OF THE SENATE JUDICIARY COMMITTEE

**EXHIBIT B**  
**UNIVERSITY OF UTAH**  
**EMAILS WITH ABR**



**Kelley M. Marsden**  
*Associate General Counsel*

October 12, 2016

David Daleiden  
The Center for Medical Progress  
15333 Culver Dr, Ste. 340-819  
Irvine, CA 92647

Re: GRAMA Request dated February 19, 2016

Dear Mr. Daleiden:

The University of Utah is in receipt of your records request dated February 19, 2016, as well as the check issued in accordance with the University's pre-payment estimate. As you are aware, access to records held by governmental entities of the State of Utah is generally governed by the Government Records Access and Management Act, Utah Code §§ 63G-2-101 to -901 ("GRAMA").

We have identified and enclosed documents that are responsive to your request. Please note that portions of these records have been redacted because they are protected from disclosure under GRAMA. *See* Utah Code § 63G-2-201(5)(a). Redacted information may include but is not limited to sections of the records that provide the following information:

- Information concerning the names and addresses, or information which could lead to the discovery of this information, of those individuals who are involved in procuring tissue, as disclosure of that information would jeopardize the life or safety of those individuals. *See* Utah Code § 63G-2-305(11) ("safety of an individual").
- Information about property, equipment, programs or systems, including identification, description, location, floor plans, account numbers, or other access information, such as schedules of meetings and other program or system activities. *See* Utah Code §§ 63G-2-305(11), -305(12) ("security of governmental property, . . . programs, or systems").

Please be advised that the University performed a thorough search for records responsive to each of your requests; however, the University has concluded that it only has records responsive to request numbers 4 (all invoices or purchase orders for fetal specimens from Advanced Bioscience Resources, Inc. from 2010 to present) and 9 (communications, emails or other documents regarding item #4). Please be advised that the responsive invoices do not reflect tissues sold by Advanced Bioscience Resources, Inc., but rather, are invoices for services for reimbursement.

Office of General Counsel  
201 S Presidents Cir Rm 309  
Salt Lake City, Utah 84112-9018  
(801) 585-7002  
FAX (801) 585-7007  
Email: [kelly.marsden@legal.utah.edu](mailto:kelly.marsden@legal.utah.edu)

Because these redactions constitute a partial denial of your request, you have the right to appeal this determination within thirty (30) days by filing a notice of appeal with Dr. Gregory C. Thompson, University of Utah Records Officer, 327 Marriott Library. University of Utah, 295 South 1500 East, Salt Lake City, Utah 84112. See Utah Code § 63G-2-401.

Finally, pursuant to GRAMA, the University is entitled to "charge a reasonable fee to cover the governmental entity's actual cost of providing a record." Utah Code § 63G-2-203(1). The cost to obtain these documents is \$74.88. The University notes that you submitted \$250.00 as pre-payment for these records. As such, the University will refund to you \$175.12. Please anticipate 10-15 business days for processing.

Best regards,

A handwritten signature in black ink, appearing to read 'Kelley M. Marsden', with a long horizontal flourish extending to the right.

Kelley M. Marsden  
Associate General Counsel  
University of Utah

cc: William Evans, Assistant Utah Attorney General, State of Utah

Enclosures



**From:** [REDACTED]  
**Sent:** Thursday, January 21, 2016 12:27 PM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** RE: ABR Invoices

[REDACTED]

Yes. [REDACTED] and I had a call today, so this is in progress. Thanks.

[REDACTED]

**From:** [REDACTED]  
**Sent:** Thursday, January 21, 2016 12:17 PM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** Re: ABR Invoices

Will you please follow up with [REDACTED] at ABR when you think these invoices will be paid?

Thanks.

Best.

Sent from my iPhone

On Jan 14, 2016, at 7:47 PM, [REDACTED] <[REDACTED]> wrote:

Hello all,

Just checking in again on the payment of these invoices....

We received payment on 3DEC2015 for Invoice #1031153 (Inv date: 10/2/2015) in the amount of \$4425.

However, the other 3 are still outstanding.

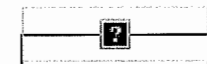
Date 9/10/2015 Inv # 1031152 \$5185.00

Date 10/08/2015 Inv # 1031154 \$5150.00

Date 10/22/2015 Inv # 1031155 \$5065.00

Can you please advise on when payments will be processed? Thank you!

[REDACTED]



[REDACTED]

On Wed, Jan 6, 2016 at 1:43 PM, [REDACTED] <[REDACTED]> wrote:

Hello, and Happy New Year, all,

Just checking in on the payment of these invoices....

We received payment on 3DEC2015 for Invoice #1031153 (Inv date: 10/2/2015) in the amount of \$4425.

However, the other 3 are still outstanding.

Date 9/10/2015 Inv # 1031152 \$5185.00

Date 10/08/2015 Inv # 1031154 \$5150.00

Date 10/22/2015 Inv # 1031155 \$5065.00

Can you please advise on when payments will be processed? Thank you!

[REDACTED]



PH:  
Fax:  
Email:  
Email:

[REDACTED]

On Wed, Dec 16, 2015 at 8:35 AM, [REDACTED] <[REDACTED]> wrote:

[REDACTED]

We received the attached invoices from ABR. These are the invoices I gave you and talked to you and [REDACTED] about. Please remit payment to ABR for these invoices. I have cc'ed [REDACTED] [REDACTED] from ABR so she will be in the loop.

Thanks

[REDACTED]

**LISTEN \* RESPOND \* DELIVER**

[REDACTED]

*University of Utah Health Sciences*

[REDACTED]

Direct:  
Mobile:  
Fax:  
Email:

Sent from [REDACTED] This e-mail is intended solely for the use of the individual or entity to which it is addressed, may be confidential and may include legally privileged information.

Sent from [REDACTED] This e-mail is intended solely for the use of the

*individual or entity to which it is addressed, may be confidential and may include legally privileged information.*

**From:** [REDACTED]  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** FW: #479 U UTAH RTA Expenses September & October 2015  
**Date:** Tuesday, March 15, 2016 1:44:44 PM  
**Attachments:** 20151120 479 U of UT-Preslar #1031152, #53, #54 & #55.pdf

---

FYI -2<sup>nd</sup> of 4 emails.

**From:** [REDACTED]  
**Sent:** Tuesday, March 15, 2016 10:20 AM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** FW: #479 [REDACTED] RTA Expenses September & October 2015

ABR Invoice email

**LISTEN \* RESPOND \* DELIVER**

[REDACTED]  
[REDACTED]  
*University of Utah Health Sciences*  
[REDACTED]  
**Direct:** [REDACTED]  
**Mobile:** [REDACTED]  
**Fax:** [REDACTED]  
**Email:** [REDACTED]

**From:** [REDACTED]  
**Sent:** Friday, November 20, 2015 5:15 PM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** RE: #479 U UTAH RTA Expenses September & October 2015

Hello [REDACTED]

Please find attached the following invoices for RTA procurement attempts during September and October per [REDACTED]'s spreadsheets:

10SEP2015	#1031152	\$5,185
02OCT2015	#1031153	\$4,425
08OCT2015	#1031154	\$5,150
22OCT2015	#1031155	\$5,065

Will these invoices be paid via [REDACTED] credit card # [REDACTED], by check, or by some other means? Please advise.

Thank you,



[REDACTED]  
**Advanced Bioscience Resources, Inc.**

**From:** [REDACTED] [mailto:[REDACTED]] **On Behalf Of** [REDACTED]  
**Sent:** Monday, November 16, 2015 9:09 AM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** U UTAH RTA Expenses September & October 2015

Hi, [REDACTED]

It was good to see you at AATB in September, and I had fully intended to contact you after that meeting, but time has slipped away.

ABR is still under investigation by the Congressional committees of the Senate and House, as well as from two states, so I have been quite overwhelmed with collecting documentation and other information for these committees. It has been, and continues to be, very time consuming.

With all of that going on, I've unfortunately neglected our billing for RTA procurements we have done for UUTAH in the last couple of months, so I'm giving you a heads up about the forthcoming invoices.

Excel spreadsheets are attached for four attempted procurements, weeks of September 8, September 24, October 6 and October 20, 2015.

We would appreciate having these paid by the end of 2015.

We are also scheduled for an RTA procurement this week.

Please let me know if you have any questions.

Thank you, and best regards,

[REDACTED]  
[REDACTED]  
[REDACTED]



[REDACTED]  
PH: [REDACTED]  
Fax: [REDACTED]  
Email: [REDACTED]  
Email: [REDACTED]

# TISSUE ACQUISITION INVOICE

DATE	P.O. #	INVOICE #
9/10/2015	0000170775	1031152
TTASP	TERMS	CUSTOMER #
	Due Upon Receipt	0479

BILL TO

University of UT

PROC. DATE	TISS REC ID	GEST	DESCRIPTION	RESEARCHER	FEE
9/10/2015			Phase 1-Special cGTP Consenting for Regulated Tissue Acquisition-N/C	PRESLAR	0.00
9/10/2015			Phase 2-Special cGTP Procurements for Regulated Tissue Acquisition-N/C	PRESLAR	0.00
9/10/2015	20150910-31-01	19	Brain, 1st Tri-N/C unusable upon receipt	PRESLAR	0.00
9/10/2015	20150910-31-01		Mat.Bld for Archiving-N/C unusable upon receipt	PRESLAR	0.00
9/10/2015	20150910-31-01		HBsAG/HBc Total Ab/HTLV I-II/HCV/HIV I&2/CMV/RPR/ABO/Rh/HIV/HCV/HBV NAT/WNV NAT/Chagas-N/C unusable upon receipt	PRESLAR	0.00
9/10/2015			Travel, Labor, Other, Overhead Fees	PRESLAR	5,185.00
			11/20/15 Emailed to [REDACTED] and [REDACTED]. RTA tissue acquired but unusable upon receipt; did not retain coldness.		
				<b>Total</b>	<b>\$5,185.00</b>

# TISSUE ACQUISITION INVOICE

DATE	P.O. #	INVOICE #
10/2/2015	0000170775	1031153
TIASP	TERMS	CUSTOMER #
	Due Upon Receipt	0479

BILL TO

University of UT

PROC. DATE	TISS REC ID	GEST	DESCRIPTION	RESEARCHER	FEE
9/30/2015			Phase 1-Special cGTP Consenting for Regulated Tissue Acquisition-N/C	PRESLAR	0.00
10/1/2015			Phase 1-Special cGTP Consenting for Regulated Tissue Acquisition-N/C	PRESLAR	0.00
10/2/2015			Phase 1-Special cGTP Consenting for Regulated Tissue Acquisition-N/C	PRESLAR	0.00
10/2/2015			Travel, Labor, Other, Overhead Fees	PRESLAR	4,425.00
			11/20/15 Emailed to [REDACTED] and [REDACTED]. RTA Donor Recruitment yielded no suitable donors; all patients deferred due to tattoos.		
				<b>Total</b>	<b>\$4,425.00</b>

# TISSUE ACQUISITION INVOICE

DATE	P.O. #	INVOICE #
10/8/2015	0000170775	1031154
TTASP	TERMS	CUSTOMER #
	Due Upon Receipt	0479

BILL TO

University of UT

PROC. DATE	TISS REC ID	GEST	DESCRIPTION	RESEARCHER	FEE
10/7/2015			Phase I-Special cGTP Consenting for Regulated Tissue Acquisition-N/C	PRESLAR	0.00
10/8/2015			Phase I-Special cGTP Consenting for Regulated Tissue Acquisition-N/C	PRESLAR	0.00
10/8/2015			Travel, Labor, Other, Overhead Fees	PRESLAR	5,150.00
			11/20/15 Emailed to [REDACTED] and [REDACTED]. RTA tissue donors acceptable; tissue unacceptable, small quantity, poor condition, nothing shipped.		
				<b>Total</b>	<b>\$5,150.00</b>

# TISSUE ACQUISITION INVOICE

DATE	P.O. #	INVOICE #
10/22/2015	0000170775	1031155
TTASP	TERMS	CUSTOMER #
	Due Upon Receipt	0479

BILL TO

University of UT

PROC. DATE	TISS REC ID	GEST	DESCRIPTION	RESEARCHER	FEE
10/21/2015			Phase 1-Special cGTP Consenting for Regulated Tissue Acquisition-N/C	PRESLAR	0.00
10/22/2015			Phase 1-Special cGTP Consenting for Regulated Tissue Acquisition-N/C	PRESLAR	0.00
10/22/2015			Travel, Labor, Other, Overhead Fees	PRESLAR	5,065.00
			11/20/15 Emailed to [REDACTED] and [REDACTED]. RTA tissue donors acceptable; tissue unacceptable, small quantity, poor condition, nothing shipped.		
				<b>Total</b>	<b>\$5,065.00</b>



**From:** [REDACTED]  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** FW: ABR Invoices  
**Date:** Tuesday, March 15, 2016 1:45:17 PM

---

3<sup>rd</sup> of 4 emails.

---

**From:** [REDACTED]  
**Sent:** Thursday, December 17, 2015 9:13 AM  
**To:** [REDACTED]  
**Subject:** RE: ABR Invoices

Got it [REDACTED]

We will work directly with ABR on these. Thank you.

[REDACTED]

**From:** [REDACTED]  
**Sent:** Wednesday, December 16, 2015 9:35 AM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
[REDACTED]  
**Subject:** ABR Invoices

[REDACTED]

We received the attached invoices from ABR. These are the invoices I gave you and talked to you and [REDACTED] about. Please remit payment to ABR for these invoices. I have cc'ed [REDACTED] from ABR so she will be in the loop.

Thanks

[REDACTED]

LISTEN \* RESPOND \* DELIVER

[REDACTED]  
[REDACTED]  
*University of Utah Health Sciences*

Direct: [REDACTED]  
Mobile: [REDACTED]  
Fax: [REDACTED]  
Email: [REDACTED]

*Sent from [REDACTED] Server. This e-mail is intended solely for the use of the individual or entity to which it is addressed, may be confidential and may include legally privileged information.*

*Sent from [REDACTED] Server. This e-mail is intended solely for the use of the individual or entity to which it is addressed, may be confidential and may include legally privileged information.*

**From:** [REDACTED]  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** FW: FW: January 2015 RTA Procurement Invoices  
**Date:** Tuesday, March 15, 2016 1:46:48 PM  
**Attachments:** No useable tissue fee schedule.xlsx

---

4<sup>th</sup> of 4 emails. This is the one to [REDACTED] at [REDACTED].

**From:** [REDACTED]  
**Sent:** Thursday, April 02, 2015 9:42 AM  
**To:** [REDACTED]  
**Subject:** FW: FW: January 2015 RTA Procurement Invoices

Hi [REDACTED]

I wanted to share the correspondence I have been having with [REDACTED] at ABR concerning their charges. I believe we have everything understood and worked out.

Please let me know if you have any questions.

Thanks

[REDACTED]

LISTEN \* RESPOND \* DELIVER

[REDACTED]  
[REDACTED]  
*University of Utah Health Care*  
[REDACTED]  
[REDACTED]  
[REDACTED]

**From:** [REDACTED] ] On Behalf Of [REDACTED]  
**Sent:** Monday, March 02, 2015 2:28 PM  
**To:** [REDACTED]  
**Subject:** Re: FW: January 2015 RTA Procurement Invoices

Good afternoon, [REDACTED]

Thanks for your email of February 25th, regarding the continuation of tissue acquisition. My apologies for not getting back to you sooner.

- Regarding Invoice 1029926 (2/11/15), we can start a CAPA investigation, but I believe it will be most beneficial to discuss a CAPA on biologicals during your audit on the 17th.

We do everything we can to prevent and safeguard against contamination of any kind. We

review the patient chart for any signs of infection or disease. We confirm that the patient states she is healthy, and evaluate her during the BRAQ interview, and also confirm the doctor's affirmation that the patient is healthy. In spite of those precautions, during the abortion, the forced extraction of the tissues through the vaginal canal can create contaminants from the vaginal flora, first of all, and second, there may be contaminants from the rest of the POC since all of the fetal tissues are intermixed and mingled together. The brain tissue in almost all cases is expelled from the calvarium by the abortion procedure, but occasionally there is a hemisphere or partial hemisphere retained in the calvarium, which is most desirable, especially for your requests, as it is then somewhat protected from the rest of the POC. We do our best to collect all the rest of the brain tissues, and hopefully large pieces, from the POC in the colander as quickly as possible. As soon as the brain tissues are retrieved they are placed in the rinse media provided by [REDACTED], and placed in a cooler on cold packs for at least five minutes before the tissue is transferred into the Hypothermosol. I don't know if there are "Corrective" or "Preventative" actions that can be performed, but we are certainly willing to discuss any thoughts you may have on the matter. We make every effort to provide you with the quality of tissues you require.

- Invoice 1029927 (2/18/15). We are willing to accept the decreased amount of \$3500, to cover our costs for the failed shipment of Hypothermosol.
- Invoice 1029924 (1/28/15). We are willing to accept the decreased amount of \$3500, to cover our costs for the attempted procurement of suitable tissue.

Suitable tissue was not found in this case due to the extreme maceration of the POC during the abortion procedure. A minimal amount of very small pieces of brain tissue was identified throughout the POC, but the quantity and quality was deemed unsatisfactory for acquisition by cGTP standards. Please let me know if you require a formal report and I will issue the same.

- There is an additional Invoice #1029925 (1/29/15) where again no suitable tissue was procured. We are willing to accept the decreased amount of \$3500, to cover our costs for the attempted procurement of suitable tissue.

Again, suitable tissue was not found in this case due to the extreme maceration of the POC during the abortion procedure. Some small pieces of brain tissue were identified throughout the POC, but there was obvious contamination by fecal material, and the quality was deemed unsatisfactory for acquisition by cGTP standards. Please let me know if you require a formal report for this invoice as well.

As I mentioned in a previous email, we have no control over the condition of the POC when it is provided to us after the abortion procedure. There are many variables which can affect the condition of the POC and especially the brain tissues, including, but not limited to, the patient's para/gravida status, the patient's gynecological configuration, and the technique of the physician. We despise not being able to procure suitable tissues, especially for cGTP collection, and do our utmost to complete a successful recovery of suitable tissues for you.

We will issue revised Invoices for 1029927, 1029924 and 1029925 to reflect the decreased amount due of \$3500 per invoice. I truly hope we do not have any future failed attempts at suitable tissue acquisition, but if that does happen, we will use the \$3500 amount for billing purposes. Please confirm your acceptance.

We are scheduled for another cGTP procurement this week, as [REDACTED] has notified us regarding the shipment of media.

We appreciate the confidence and trust that you, [REDACTED] and [REDACTED] have placed in ABR. We will do our very best to accomplish our mission to provide you with quality services. Thank you for your continuing work in research.

Best regards,

[REDACTED]



PH: [REDACTED]  
Fax: [REDACTED]  
Email: [REDACTED]  
Email: [REDACTED]

On Wed, Feb 25, 2015 at 3:24 PM, [REDACTED] <[REDACTED]> wrote:  
Hi [REDACTED]

We met with [REDACTED] today and would like to continue to obtain tissue from ABR. However, we would appreciate you reducing your cost on the cases that do not work out as indicated in the cases below on invoice 1029927 and invoice 1029924 where we do not receive any tissue. I have attached an analysis of the costs based on your email and would request like you to consider a reduction accordingly.

Also, since the tissue from invoice 1029926 was contaminated, we would like ABR to open an investigation and provide a CAPA (see below).

Please advise.

Thanks

[REDACTED]

Invoice: 1029926

Date: 2/11/15

Amount: \$7200

Outcome: [REDACTED] Received this tissue and the tissue was contaminated with *Elizabethkingia*

**Please start a CAPA investigation on this case.**

Invoice: 1029927

Date: 2/18/15

Amount: \$6,000

Outcome: Failed shipment of Hypothermosol due to weather and FedEx delivery



Invoice: 1029924  
Date: 1/28/15  
Amount: \$6,000  
Outcome: No suitable tissue procured  
Please provide a report of why this tissue was not suitable.

**LISTEN \* RESPOND \* DELIVER**

[REDACTED]  
[REDACTED]  
*University of Utah Health Care*  
[REDACTED]  
Direct: [REDACTED]  
Mobile: [REDACTED]  
Fax: [REDACTED]  
Email: [REDACTED]

---

**From:** [REDACTED]  
**Sent:** Wednesday, February 25, 2015 9:20 AM  
**To:** [REDACTED]  
**Subject:** RE: FW: January 2015 RTA Procurement Invoices

[REDACTED]

I understand your position, but need to consider the costs associated with not getting useable tissue for the project (i.e., contaminated, not acceptable at recovery, or not placed in hypothermosol), available funding and other options.

We are meeting with the project sponsor today and I will get back with you. I would like to tell them that ABR is willing to discuss a reduced fee for tissues that don't get shipped to our facility for one reason or another.

[REDACTED]

**LISTEN \* RESPOND \* DELIVER**

[REDACTED]  
[REDACTED]  
*University of Utah Health Care*  
[REDACTED]  
Direct: [REDACTED]  
Mobile: [REDACTED]  
Fax: [REDACTED]  
Email: [REDACTED]

**From:** [REDACTED] **On Behalf Of** [REDACTED]  
**Sent:** Wednesday, February 25, 2015 7:34 AM  
**To:** [REDACTED]  
**Subject:** RE: FW: January 2015 RTA Procurement Invoices

Hi, [REDACTED] we aren't charging you for tissues that you cannot use. What we are charging you for is the work done in attempting to acquire usable tissues. We have no control over the condition of the tissues from the POC, but we do go through all the work and effort and expense in hopes that the tissues will be usable, on your behalf. I am willing to discuss it further and consider a reduction in the fee for the attempts that did not produce usable tissues for you.

Thank you.

On Feb 24, 2015 12:59 PM, "[REDACTED]" <[REDACTED]> wrote:  
Hi [REDACTED]

We have to meet with our industry partner to discuss this issue further. However, I think you should build enough charges in your acceptable tissues to cover the losses for the ones that are not acceptable. We would rather pay more for tissues that we can use than pay for tissues that we cannot.

If that isn't acceptable, you may want to consider a different charge for those that do not work out than a full charge. For example, I calculated the costs for travel, hotel, time, food, personnel time, clinic fees and some overhead in the scenario of a non-useable product and I figured your costs to be around \$3,000. Therefore, instead of charging the full \$6,000 or \$7,000, I would recommend \$3,000.

Having said that, I would still rather pay higher rates for those that are acceptable, versus the \$3,000 for something that we cannot use.

I will get back with you once we have some time to talk with our industry partner.

[REDACTED]

**LISTEN \* RESPOND \* DELIVER**

[REDACTED]  
[REDACTED]  
*University of Utah Health Care*  
[REDACTED]  
Direct: [REDACTED]  
Mobile: [REDACTED]  
Fax: [REDACTED]  
Email: [REDACTED]

**From:** [REDACTED] [mailto:[REDACTED]] **On Behalf Of** [REDACTED]  
**Sent:** Friday, February 20, 2015 1:10 PM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** Re: FW: January 2015 RTA Procurement Invoices

Hello, [REDACTED]

The "Regulated Tissue Acquisition" (RTA) for clinical grade tissue, or acquisition under cGTP by ABR (cGMP for your facility) consists of many elements.

As you are aware, ABR is doing this special, regulated acquisition for [REDACTED], when requested, at our qualified procurement site in [REDACTED], [REDACTED]

The RTA or cGTP acquisition REQUIRES two ABR employees on site, and one MUST be a CTBS (AATB certification) with a 3rd QA/QC person (also CTBS) available for assistance, signing off, questions, etc. (The third person is at the ABR office in [REDACTED] So we have to fly two people to [REDACTED] for at least 2 days, most often 3 days, which incurs flight costs, hotel costs, rental car costs and food costs for the employees for the 2 nights and 3 days. The wages paid to the employees who are doing the work are also factored into the costs of the RTA Procurement.

The clinic charges us for the time, space and utilities for the two day minimum that we are in the clinic for the RTA, for Phases 1 & 2, which on its own is a fee of \$500.

The fees associated with Phase 1 include the identification of suitable participants, and patients are being seen for several hours in the first phase, as they come to the clinic for pregnancy evaluation. If the pregnancy gestation is within the [REDACTED] required parameters (and after the initial consent for participation in ABR's tissue donation program), the patient is consulted regarding further involvement, and hopefully her consent to participate in the RTA tissue procurement is obtained. The Behavioral Risk Assessment Questionnaire is presented and she is either accepted or deferred, according to deferral criteria authorized by [REDACTED]. Multiple patients go through this time-intensive process.

Phase 2 again requires two ABR employees for the actual acquisition of the required tissue specimen from the POC (products of conception), so that cGTP protocols and SOPs can be followed. Time, materials, supplies and equipment are expended for each separate POC from participating patients, until a suitable specimen is isolated. We strive to send quality tissues, but sometimes circumstances beyond our control negate our ability to do so. We have no way of knowing if tissue will be suitable until it is examined (according to SOPs and cGTP protocols) and retrieved from the POC. Time, materials, supplies and equipment are expended whether or not the tissue is suitable.

If there is no suitable tissue acquired, which is always an unfortunate possibility, the labor and time-intensive work on behalf of [REDACTED] has still been done, and performed in good faith that ABR would be reimbursed for the work. There are no fees invoiced for tissue or laboratory blood testing, of course, if no suitable tissue is acquired, but the work surrounding the attempt to retrieve suitable tissue remains.

As a small non-profit, we simply cannot incur these costs without reimbursement. I do hope that we can come to an understanding.

Best regards,

[REDACTED]  
[REDACTED]

PH: [REDACTED]  
Fax: [REDACTED]  
Email: [REDACTED]  
Email: [REDACTED]

On Thu, Feb 19, 2015 at 10:55 AM, [REDACTED] <[REDACTED]> wrote:  
Hi [REDACTED]

I'm not quite understanding why we were invoiced for these two tissue procurements that were not acceptable for procurement (see attached). In addition, I understand there was another procurement this week, but ABR used Hypothermosol that was expired which is unacceptable to us. I would expect that we not be invoiced for it either.

Please advise.

Thanks

[REDACTED]

**LISTEN \* RESPOND \* DELIVER**

[REDACTED]  
[REDACTED]

*University of Utah Health Care*

[REDACTED]

Direct: [REDACTED]  
Mobile: [REDACTED]  
Fax: [REDACTED]  
Email: [REDACTED]

**From:** [REDACTED] [mailto:[REDACTED]]  
**Sent:** Wednesday, February 18, 2015 6:06 PM  
**To:** [REDACTED]  
**Subject:** January 2015 RTA Procurement Invoices

Hello [REDACTED]

Please find attached Invoices #1029924 and #1029925 for \$6,000 each for the two attempted Regulated Tissue Acquisition procurements on 28JAN2015 and 29JAN2015. The originals will be placed in the mail today.

I will process the invoices for the 11FEB2015 and 18FEB2015 shortly, but I anticipate your P.O. #0000168056 will be \$200 shy of covering these four invoices. Please ensure that our invoices will be authorized for payment, and provide me with a new P.O. for any future procurements.

Thank you,



***Advanced Bioscience Resources, Inc.***

**EXHIBIT C**  
**PLANNED PARENTHOOD**  
**CONTRACTS WITH ABR**  
**PRODUCED IN**  
**CONGRESSIONAL**  
**INVESTIGATIONS**

# Exhibit 5.51



COPY

## AGREEMENT

This agreement is made as of June 1, 1999 by Advanced Bioscience Resources, Inc. ("ABR"), a non-profit corporation organized and existing under the laws of California, and Planned Parenthood of San Diego and Riverside Counties, a professional corporation.

WHEREAS, ABR is an organization devoted to providing services in connection with the procurement of human organs and tissues for medical research; and

WHEREAS, Planned Parenthood of San Diego and Riverside Counties may wish to provide services to ABR to facilitate the accomplishment of such purpose;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. The term "fetal organ" has the same meaning as the term defined in 42 U.S.C.A. 274 e(c)(1) of the National Organ Transplant Act; that is, the human kidney, liver, heart, lung, pancreas, bone marrow, cornea, eye, organ or any subpart thereof, as derived from a fetus.

2. The term "product of conception" ("POC") means any fetal organ or other fetal or placental material taken from the human uterus during an abortion. Acquisition of the products of conception is provided as a service to the research community. The products of conception are being supplied to ABR with no warranties, expressed or implied, including any warranty of merchantability or fitness for a particular purpose.

ABR will take reasonable steps to assure that the products of conception shall be for use in scientific research and that all applicable guidelines set forth by the National Institutes of Health (NIH) or other government agencies regarding the use of the products of conception shall be followed.

Planned Parenthood shall not bear any risk, directly or indirectly, from any handling, preparation, shipment or use of the fetal tissue acquired and distributed by ABR, including, but not exclusive of, any viral or bacterial contaminants.

3. Planned Parenthood of San Diego and Riverside Counties will provide, and ABR will pay the reasonable costs for, services and facilities (hereinafter collectively "services") associated with obtaining consents and with the removal of fetal organs and tissues from POCs, and their processing, preservation, quality control, transportation, and storage; including appropriate space in which employees can accomplish the work of ABR, disposal services for non-used portions of biological waste materials, and for seeking consent for donation of organs and tissues from appropriate donors, and maintaining records of such consents so that verification of consent can be supported. Planned Parenthood of San Diego and Riverside Counties will designate an employee to perform the work required by ABR.

4. The fee charged to ABR for the services specified in this Agreement in connection with each POC provided to ABR shall be forty-five dollars (\$45.00).

5. Any information obtained from Planned Parenthood of San Diego and Riverside Counties' patients' charts shall be privileged and the contents of same shall be held so as to preserve the confidentiality of patients. ABR is not entitled to and will not receive information concerning identity of donors except as specified.

6. The term of this Agreement shall be for one (1) year, beginning from the date hereof, and terminating one (1) year thereafter, unless either of the parties hereto shall have given the other thirty (30) days' written notice of its intention to terminate this Agreement, whereupon same shall terminate thirty (30) days after date of said notice. In default of notice as aforesaid from either party hereto, this Agreement shall continue for further successive terms of one (1) year thereafter and, in default of thirty (30) days' written notice before the end of an annual term either of the parties hereto of its intention not to renew, whereupon this Agreement shall terminate at the end of said term.

7. Written notices pursuant to this Agreement shall be sent first class mail, postage prepaid, to:

Planned Parenthood of San Diego and Riverside Counties  
[REDACTED]

Advanced Bioscience Resources, Inc.  
[REDACTED]

8. The parties do not know how many patients will sign the consent forms in agreement to donate POCs for research, and therefore do not know how many POCs will be supplied thereunder. Planned Parenthood of San Diego and Riverside Counties shall not be obligated to provide any minimum number of POCs; ABR shall not be obligated to take any minimum number of POCs, nor shall ABR be obligated to take all the POCs made available by Planned Parenthood of San Diego and Riverside Counties.

9. The parties hereto hereby mutually agree to defend, protect, and save harmless each other's officers, directors, agents and/or employees or consultants from and against all expenses, liabilities, demands or claims for loss or damage to, property, or personal injury or death suffered as a result of any actions by the parties hereto in the performance of the Agreement and attributable to the fault or negligence of the parties hereto or their respective officers, directors, agents and/or employees or consultants.

10. No modification to this Agreement, nor any waiver of any rights, shall be effective unless agreed in writing by the party to be charged with such waiver or modification, and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default.

11. This Agreement constitutes the entire and exclusive agreement between the parties hereto with respect to its subject matter and merges all other communication and discussion, oral or written.

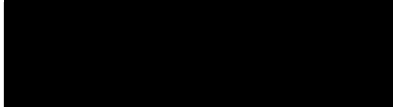
12. This Agreement shall be governed by and interpreted under the laws of the State of California, excluding rules of conflicts of law and venue for any dispute arising hereunder shall be in the County of San Diego, California.

13. The prevailing party in any action to enforce the terms of the Agreement shall be entitled to reimbursement by the other party for all costs (including the reasonable fees of attorneys and other professionals) incurred in connection with such proceeding.


14. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives as of the date first above written.

Planned Parenthood of San Diego and  
Riverside Counties

  
\_\_\_\_\_  
President and CEO

Advanced Bioscience Resources, Inc.

By:   
\_\_\_\_\_  
President

Federal E.I.N.: 94-3110160  
California E.I.N.: 370-20518

## AGREEMENT

This agreement is made as of June 1, 2005, by Advanced Bioscience Resources, Inc. ("ABR"), a non-profit corporation organized and existing under the laws of California, and Planned Parenthood of San Diego and Riverside Counties ("PPSDRC"), a professional corporation.

WHEREAS, ABR is an organization devoted to providing services in connection with the procurement of human organs and tissues for medical research; and

WHEREAS, PSDRC may wish to provide services to ABR to facilitate the accomplishment of such purpose;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. The term "fetal organ" has the same meaning as the term defined in 42 U.S.C.A. 274 e(c)(1) of the National Organ Transplant Act; that is, the human kidney, liver, heart, lung, pancreas, bone marrow, cornea, eye, organ or any subpart thereof, as derived from a fetus.
2. The term "product of conception" ("POC") means any fetal organ or other fetal or placental material taken from the human uterus during an abortion. Acquisition of the products of conception is provided as a service to the research community. The products of conception are being supplied to ABR with no warranties, expressed or implied, including any warranty of merchantability or fitness for a particular purpose.

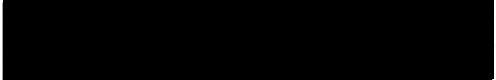

ABR will take reasonable steps to assure that the products of conception shall be for use in scientific research and that all applicable guidelines set forth by the National Institutes of Health (NIH) or other government agencies regarding the use of the products of conception shall be followed.

PPSDRC shall not bear any risk, directly or indirectly, from any handling, preparation, shipment or use of the fetal tissue acquired and distributed by ABR, including, but not exclusive of, any viral or bacterial contaminants.

3. PSDRC will provide, and ABR will pay the reasonable costs for, services and facilities (hereinafter collectively "services") associated with obtaining consents and with the removal of fetal organs and tissues from POCs, and their processing, preservation, quality control, transportation, and storage; including appropriate space in which employees can accomplish the work of ABR, disposal services for non-used portions of biological waste materials, and for seeking consent for donation of organs and tissues from appropriate donors, and maintaining records of such consents so that verification of consent can be supported. ABR will hire an employee to perform the work required by ABR.

4. The fee charged to ABR for the services specified in this Agreement in connection with each POC provided to ABR shall be fifty-five dollars (\$55.00).
5. Any information obtained from PPSDRC's patients' charts shall be privileged and the contents of same shall be held so as to preserve the confidentiality of patients. ABR is not entitled to and will not receive information concerning identity of donors except as specified.
6. The term of this Agreement shall be for three (3) years, beginning from the date hereof, and terminating three (3) years thereafter, unless either of the parties hereto shall have given the other thirty (30) days' written notice of its intention to terminate this Agreement, whereupon same shall terminate thirty (30) days after date of said notice. In default of notice as aforesaid from either party hereto, this Agreement shall continue for further successive terms of one (1) year thereafter and, in default, of thirty (30) days' written notice before the end of an annual term either of the parties hereto of its intention not to renew, whereupon this Agreement shall terminate at the end of said term.
7. Written notices pursuant to this Agreement shall be sent first class mail, postage prepaid, to:

Planned Parenthood of San Diego and Riverside Counties

  
Advanced Bioscience Resources, Inc.  


8. The parties do not know how many patients will sign the consent forms in agreement to donate POCs for research, and therefore, do not know how many POCs will be supplied thereunder. PPSDRC shall not be obligated to provide any minimum number of POCs; ABR shall not be obligated to take any minimum number of POCs, nor shall ABR be obligated to take all the POCs made available by PPSDRC.
9. The parties hereto hereby mutually agree to defend, protect, and save harmless each other's officers, directors, agents and/or employees or consultants from and against all expenses, liabilities, demands or claims for loss or damage to, property, or personal injury or death suffered as a result of any actions by the parties hereto in the performance of the Agreement and attributable to the fault or negligence of the parties hereto or their respective officers, directors, agents and/or employees or consultants.

10. No modification to this Agreement, nor any waiver of any rights, shall be effective unless agreed in writing by the party to be charged with such waiver or modification, and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default.
11. This Agreement constitutes the entire and exclusive agreement between the parties hereto with respect to its subject matter and merges all other communication and discussion, oral or written.
12. This Agreement shall be governed by and interpreted under the laws of the State of California, excluding rules of conflicts of law and venue for any dispute arising hereunder shall be in the County of San Diego, California or County of Riverside, California.
13. The prevailing party in any action to enforce the terms of the Agreement shall be entitled to reimbursement by the other party for all costs (including the reasonable fees of attorneys and other professionals) incurred in connection with such proceeding.
14. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives as of the date first above written.

Planned Parenthood of San Diego and Riverside  
Counties

By: \_\_\_\_\_

\_\_\_\_\_  
President and CEO

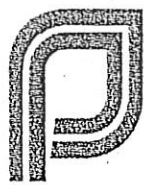
Advanced Bioscience Resources, Inc.

By: \_\_\_\_\_

\_\_\_\_\_  
President

Federal E.I.N.: 94-3110160  
California E.I.N.: 3709-20518





# Planned Parenthood<sup>®</sup> of the Pacific Southwest

9/24/10

Advanced Bioscience  

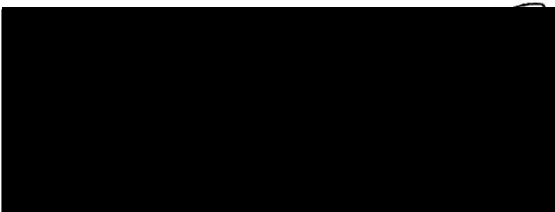


Re: Fetal Tissue Research.  
Contract effective 6/1/2005 through 5/31/2010.

Dear Advanced Bioscience

Effective October 4, 2010, we are changing our name. Our new name is:

**Planned Parenthood of the Pacific Southwest**

Please accept this letter as your official notification of this name change. Attached is a copy of the Certified Amendment to our Articles of Incorporation. All other business information such as address and phone number will remain the same. Should you require other documentation or forms to be completed, please forward them to our office.

  
PPPSW Accounting Manager  


Attachment: Copy of approved & Amended Articles of Incorporation



ENDORSED - FILED  
in the office of the Secretary of State  
of the State of California

AUG 23 2010

CERTIFICATE OF AMENDMENT OF  
ARTICLES OF INCORPORATION

The undersigned certify that:

1. They are the president and the secretary, respectively, of Planned Parenthood of San Diego and Riverside Counties, a California corporation.

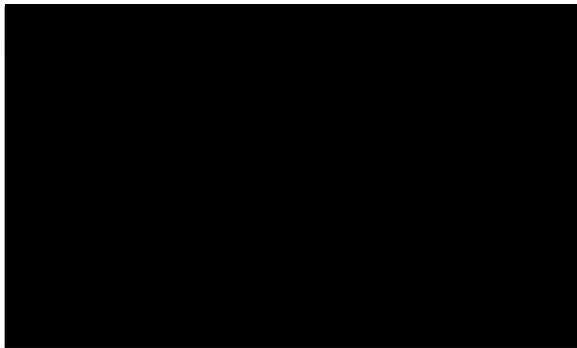
2. Article I of the Articles of Incorporation of this corporation is amended to read as follows:

The name of this corporation is Planned Parenthood of the Pacific Southwest

3. The foregoing amendment of Articles of Incorporation has been duly approved by the board of directors.

4. The corporation has no members.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: 8/23/10

## AGREEMENT

This agreement is made as of October 1, 2010 between Advanced Bioscience Resources, Inc. ("ABR"), a non-profit corporation organized and existing under the laws of California, and Planned Parenthood of the Pacific Southwest ("PPPSW"), a professional corporation.

WHEREAS, ABR is an organization devoted to providing services in connection with the procurement of human organs and tissues for medical research; and

WHEREAS, PPPS has agreed to provide services to ABR to facilitate the accomplishment of such purpose;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. The term "fetal organ" has the same meaning as the term defined in 42 U.S.C.A. 274 e(c)(1) of the National Organ Transplant Act; that is, the human kidney, liver, heart, lung, pancreas, bone marrow, cornea, eye, organ or any subpart thereof, as derived from a fetus.
2. The term "product of conception" ("POC") means any fetal organ or other fetal or placental material taken from the human uterus during an abortion. Acquisition of the products of conception is provided as a service to the research community. The products of conception are being supplied to ABR with no warranties, expressed or implied, including any warranty of merchantability or fitness for a particular purpose.

ABR will take reasonable steps to assure that the products of conception shall be for use in scientific research and that all applicable guidelines set forth by the National Institutes of Health (NIH) or other governmental agencies regarding the use of the products of conception shall be followed.

PPPSW shall not bear any risk, directly or indirectly, from any handling, preparation, shipment or use of the fetal tissue acquired and distributed by ABR, including, but not exclusive of, any viral or bacterial contaminants.

3. PPPSW will provide, and ABR will pay the reasonable costs for, services and facilities (hereinafter collectively "services") associated with obtaining consents and with the removal of fetal organs and tissues from POCs, and their processing, preservation, quality control, transportation, and storage; including appropriate space in which ABR employees can work, disposal services for non-used portions of cadaveric materials, and for seeking consent for donation of tissues and organs from appropriate donors, and maintaining records of such consents so that verification of consent can be supported. ABR will hire an employee to perform the work required by ABR.

4. The charge to ABR for the services specified in this Agreement in connection with each POC provided to ABR shall be sixty dollars (\$60.00).
5. Any information obtained from PPPS patients' charts shall be privileged and the contents of same shall be held so as to preserve the confidentiality of patients. ABR is not entitled to and will not receive information concerning identity of donors except as specified.
6. The term of this Agreement shall be for three (3) years, beginning from the date hereof, and terminating three (3) years thereafter, unless either of the parties hereto shall have given the other thirty (30) days' written notice of its intention to terminate this Agreement, whereupon same shall terminate thirty (30) days after date of said notice. In default of notice as aforesaid from either party hereto, this Agreement shall continue for further successive terms of one (1) year thereafter and, in default of thirty (30) days' written notice before the end of an annual term either of the parties hereto of its intention not to renew, whereupon this Agreement shall terminate at the end of said term.
7. Written notices pursuant to this Agreement shall be sent first class mail, postage prepaid, to:

Planned Parenthood of the Pacific Southwest

Advanced Bioscience Resources, Inc.

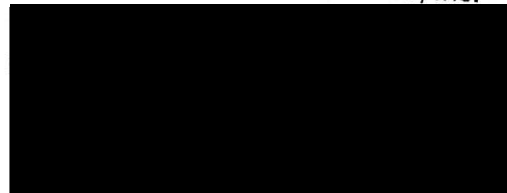
8. The parties do not know how many patients will sign the consent forms in agreement to donate POC's for research and therapy, and therefore do not know how many POC's will be supplied thereunder. PPPS shall not be obligated to provide any minimum number of POC's; ABR shall not be obligated to take any minimum number of POCs, nor shall ABR be obligated to take all the POCs made available by PPPS.
9. The parties hereto hereby mutually agree to defend, protect, and save harmless each other's officers, directors, agents and/or employees or consultants from and against all expenses, liabilities, demand or claims for loss or damage to, property, or personal injury or death suffered as a result of any actions by the parties hereto in the performance of the Agreement and attributable to the fault or negligence of the parties hereto or their respective officers, directors, agents and/or employees or consultants.

10. No modification to this Agreement, nor any waiver of any rights, shall be effective unless agreed in writing by the party to be charged with such waiver or modification, and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default.
  11. This Agreement constitutes the entire and exclusive agreement between the parties hereto with respect to its subject matter and merges all other communication and discussion, oral or written.
  12. This Agreement shall be governed by and interpreted under the laws of the State of California, excluding rules of conflicts of law, and venue for any dispute arising hereunder shall be in the County of San Diego, California or in the County of Riverside, California.
  13. The prevailing party in any action to enforce the terms of the Agreement shall be entitled to reimbursement by the other party for all costs (including the reasonable fees of attorneys and other professionals) incurred in connection with such proceeding.
  14. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which together will constitute one and the same instrument.
- IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives as of the date first above written.

Planned Parenthood of the Pacific



Advanced Bioscience Resources, Inc.



Federal EIN: 94-3110160  
California EIN: 370-20518  
FDA FEI: 3005208435

# ADVANCED BIOSCIENCE RESOURCES, INC

## ADDENDUM to the OCTOBER 2010 AGREEMENT

### RE: Regulated Tissue Acquisition (RTA)

This Addendum is made as of January 1, 2012, to the October 2010 Agreement between Advanced Bioscience Resources, Inc. ("ABR"), a non-profit foundation organized and existing under the laws of California, and Planned Parenthood of the Pacific Southwest (PPPSW), a professional corporation.

WHEREAS, ABR is an organization devoted to providing services in connection with the procurement of human organs and tissues for medical research and therapeutic use; and

WHEREAS, PPPSW has agreed to provide services to ABR to facilitate the accomplishment of such purpose;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, PPPSW and ABR agree as follows:

1. ABR's Regulated Tissue Acquisition requires a 2-consecutive-day commitment, hereinafter termed the "RTA component".
  - a. ABR Procurement Specialist staff will be present in the designated PPPSW facility the day prior to surgery (Day 1) for the identification, interview and selection of patients as potential candidates for the RTA.
  - b. ABR Procurement Specialist CTBS staff will be present in the PPPSW facility the day of surgery (Day 2) for the acquisition of specific tissues from the selected patients and for the coordination of the documentation and distribution of RTA tissues.
  - c. More than one RTA component may take place in any given week, potentially utilizing two RTA facilities in one week.
  - d. RTA procurement is dependent solely upon ABR-affiliated bio-medical requests.
  - e. Advance notification to PPPSW of each requested RTA component will occur at least one week prior to the requested RTA component.
2. In addition to Item 3 in the PPPSW / ABR Agreement of October 2010, PPPSW and ABR agree that:
  - a. PPPSW will provide ABR with the private use of a designated space, hereinafter termed "clean space", within the utilized Planned Parenthood of the Pacific Southwest facility(s), to accomplish the required tasks as set forth in the RTA components.
  - b. The assigned "clean space" will be designated for the use of ABR personnel during the RTA components; the assigned "clean space" location will be consistent from week to week; and the assigned "clean space" will be available to ABR up to 8 hours per day during the 2-day RTA component, to allow ABR to accomplish all tasks necessary to the RTA.
3. PPPSW and ABR also agree that:
  - a. The charge to ABR for the services specified in this Addendum in connection with each 2-day RTA Component shall be \$1000 (one thousand dollars).
  - b. If there is no cause for ABR to be present in the PPPSW facility on Day 2 of the RTA component, that is, if there are no qualifying patients on Day 1 of the RTA component, then the charge to ABR for the services of providing the assigned "clean space" shall be \$500 (five hundred dollars) only, for Day 1 only.
  - c. Payment is due within 45 days from the date service was rendered. Payments for services relating to RTA components will be separate and distinct from the payments for services referenced in the October 2010 PPPSW / ABR Agreement, and will be recorded as "RTA Reimbursement".
4. This Addendum is an addition to the October 2010 Agreement, and does not alter any item in the October 2010 Agreement.
5. This Addendum may be executed in counterparts, each of which will be deemed an original, but both of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed in duplicate by their duly authorized representatives as of the date first above written.

Planned Parenthood of the Pacific Southwest

By: \_\_\_\_\_

SR VP of Patient Services

Advanced Bioscience Resources, Inc.

President

CONFIDENTIAL TREATMENT REQUESTED

10-865-5872 / Fax 510-865-4090 / email abr@abr-inc.com HCEC000039



ADVANCED BIOSCIENCE RESOURCES, INC.

## AGREEMENT

This agreement is made as of "DATE" between Advanced Bioscience Resources, Inc. ("ABR"), a non-profit foundation organized and existing under the laws of California, and "FACILITY", a professional corporation.

WHEREAS, ABR is an organization devoted to providing services in connection with the procurement of human organs and tissues for medical research; and

WHEREAS, "FACILITY" has agreed to provide services to ABR to facilitate the accomplishment of such purpose;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. The term "fetal organ" has the same meaning as the term defined in 42 U.S.C.A. 274 e(c)(1) of the National Organ Transplant Act; that is, the human kidney, liver, heart, lung, pancreas, bone marrow, cornea, eye, organ or any subpart thereof, as derived from a fetus.
2. The term "product of conception" ("POC") means any fetal organ or other fetal or placental material taken from the human uterus during an abortion.
3. "FACILITY" will provide, and ABR will pay the reasonable costs for, services and facilities (hereinafter collectively "services") associated with obtaining patients' consents and with the removal of fetal organs from POCs, and their processing, preservation, quality control, transportation, and storage; including appropriate space in which ABR employees can work, disposal services for non-used portions of cadaveric materials; and for seeking consent for donation of tissues and organs from appropriate donors, which includes consent for the acquisition of blood samples for testing pertinent to specified research, and maintaining records of such consents so that verification of consent can be supported.
4. The charge to ABR for the services specified in this Agreement in connection with each POC provided to and used by ABR shall be fifty dollars (\$50.00).
5. Any information obtained from "FACILITY" patients' charts shall be privileged and the contents of same shall be held so as to preserve the confidentiality of patients. ABR is not entitled to and will not receive information concerning identity of donors except as specified per HIPAA Privacy Rule.
6. ABR warrants that its employees will have current certification for phlebotomy, as well as current OSHA and HIPAA training and certification. ABR warrants that its employees have been verified for employment through appropriate background checks and warrants that no ABR employee working at "FACILITY" sites has any record of a criminal conviction. An authorized representative of "FACILITY" may conduct audits of ABR employee files at the offices of ABR at 1516 Oak Street, Suite 303, in Alameda, California, upon notification and request.
7. The term of this Agreement shall be for one (1) year, beginning from the date hereof, and terminating one (1) year thereafter, unless either of the parties hereto shall have given the other thirty (30) days' written notice of its intention to terminate this Agreement, whereupon same shall terminate thirty (30) days after date of said notice. In default of notice as aforesaid from either party hereto, this Agreement shall continue for further successive terms of one (1) year thereafter and, in default of thirty (30) days' written notice before the end of an annual term either of the parties hereto of its intention not to renew, whereupon this Agreement shall terminate at the end of said term.



8. Written notices pursuant to this Agreement shall be sent first class mail, postage prepaid, to:

"FACILITY"

Advanced Bioscience Resources, Inc.

9. The parties do not know how many patients will sign the consent forms in agreement to donate POC's for research, and therefore do not know how many POCs may be supplied thereunder. "FACILITY" shall not be obligated to provide any minimum number of POCs; ABR shall not be obligated to take any minimum number of POCs, nor shall ABR be obligated to take all the POCs made available by "FACILITY".

10. The parties hereto hereby mutually agree to defend, protect, and save harmless each other's officers, directors, agents and/or employees or consultants from and against all expenses, liabilities, demand or claims for loss or damage to, property, or personal injury or death suffered as a result of any actions by the parties hereto in the performance of the Agreement and attributable to the fault or negligence of the parties hereto or their respective officers, directors, agents and/or employees or consultants.

11. No modification to this Agreement, nor any waiver of any rights, shall be effective unless agreed in writing by the party to be charged with such waiver or modification, and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default.

12. This Agreement constitutes the entire and exclusive agreement between the parties hereto with respect to its subject matter and merges all other communication and discussion, oral or written.

13. This Agreement shall be governed by and interpreted under the laws of the State of California, excluding rules of conflicts of law and venue for any dispute arising hereunder shall be in the County of Alameda.

14. The prevailing party in any action to enforce the terms of the Agreement shall be entitled to reimbursement by the other party for all costs (including the reasonable fees of attorneys and other professionals) incurred in connection with such proceeding.

15. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives as of the date first above written.

"FACILITY"

By: \_\_\_\_\_

Advanced Bioscience Resources, Inc.

By: \_\_\_\_\_  
President, CTBS

Federal EIN: 94-3110160  
California EIN: 370-20518  
FDA DHHS FEI: 3005208435