

## **SPECIAL REPORT: PLANNED PARENTHOOD'S PARTIAL-BIRTH ABORTION BUSINESS**

22 January 2019

### **Overview**

Planned Parenthood is the biggest abortion provider in America. As a franchise of over 50 regional affiliates overseen by Planned Parenthood Federation of America, the organization is responsible for over 330,000 abortions every year, making up over a third of the national market. Many Planned Parenthood locations, including its flagship Margaret Sanger Clinic in New York City, commit abortions for any reason up to 6 months of pregnancy.<sup>1</sup>

Planned Parenthood abortion doctors readily admit that their late-term abortion procedures present ethical and legal dilemmas that even professional abortionists find challenging.<sup>2</sup> The ever-increasing size and familiarity of the second trimester fetus blurs the line between abortion and infanticide for even the most hardened professionals, and preterm infants have now been recorded as surviving as early as 5 months.<sup>3</sup>

This is nowhere more readily apparent than in the grotesque partial-birth abortion procedure method, in which a living fetus is extracted intact from the womb only to be killed in the process of delivery. The concern to draw a bright line in the law between elective abortion and infanticide led Congress to enact the Partial-Birth Abortion Ban Act in 2003, which the U.S. Supreme Court upheld in 2007. The federal partial-birth abortion (PBA) law prohibits procedures where a fetus, while still alive, is partially delivered, with the intent to take action to kill the fetus after he or she has been delivered to certain anatomical landmarks:

*(a) Any physician who, in or affecting interstate or foreign commerce, knowingly performs a partial-birth abortion and thereby kills a human fetus shall be fined under this title or imprisoned not more than 2 years, or both. [...]*

*(b) As used in this section—*

*(1) the term “partial-birth abortion” means an abortion in which the person performing the abortion—*

*(A) deliberately and intentionally vaginally delivers a living fetus until, in the case of a head-first presentation, the entire fetal head is outside the body of the mother, or, in the*

<sup>1</sup> <https://www.plannedparenthood.org/health-center/new-york/new-york/10012/margaret-sanger-center-3325-91110/abortion>

<sup>2</sup> Harris, Lisa H. “Second Trimester Abortion Provision: Breaking the Silence and Changing the Discourse,” *Reproductive Health Matters*, 2 Sept 2008. [https://www.tandfonline.com/doi/full/10.1016/S0968-8080\(08\)31396-2](https://www.tandfonline.com/doi/full/10.1016/S0968-8080(08)31396-2)

<sup>3</sup> Stoll et al, “Trends in Care Practices, Morbidity, and Mortality of Extremely Preterm Neonates, 1993—2012,” *JAMA*, 11 March 2016. <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC4787615/>

*case of breech presentation, any part of the fetal trunk past the navel is outside the body of the mother, for the purpose of performing an overt act that the person knows will kill the partially delivered living fetus; and*

*(B) performs the overt act, other than completion of delivery, that kills the partially delivered living fetus;*

**18 U.S.C. 1531. Partial-birth abortions prohibited.**<sup>4</sup>

Although federal law has prohibited partial-birth abortions for 12 years, CMP's investigative journalism surfaced troubling admissions that Planned Parenthood—the biggest abortion business in the country—has never honestly attempted to comply with the law and has instead actively circumvented it. On undercover footage, Planned Parenthood medical directors and executives described abortions involving intact, living fetuses and procedures identical to those prohibited by law—and they routinely pointed to specific Planned Parenthood protocols as providing the legal loophole to do so. New primary-source documents, never before released publicly, now corroborate these statements on the videos, which a federal appeals court recently ruled were evidence that Planned Parenthood commits criminal partial-birth abortions.<sup>5</sup> The ongoing revelations about Planned Parenthood's participation in harvesting and selling aborted baby body parts show the incentives that major abortion centers have to resort to illegal methods such as PBA, and increase the urgency for U.S. Department of Justice and other enforcement agencies to hold Big Abortion accountable to the law.

### **Planned Parenthood's Admissions on Undercover Video**

At a business lunch meeting on July 25, 2014, Planned Parenthood's then-Senior Director of Medical Services, Dr. Deborah Nucatola, described to potential baby body parts harvesters the custom techniques that she and other Planned Parenthood abortion providers could use to get more intact body parts from late term abortions:

**PPFA:** *I'd say a lot of people want liver. And for that reason, most providers will do this case under ultrasound guidance, so they'll know where they're putting their forceps. The kind of rate-limiting step of the procedure is the calvarium, the head is basically the biggest part. Most of the other stuff can come out intact. It's very rare to have a patient that doesn't have enough dilation to evacuate all the other parts intact.*

**Buyer:** *To bring the body cavity out intact and all that?*

**PPFA:** *Exactly. So then you're just kind of cognizant of where you put your graspers, you try to intentionally go above and below the thorax, so that, you know, we've been very good at getting heart, lung, liver, because we know, so I'm not gonna crush that part, I'm going to basically crush below, I'm gonna crush above, and I'm gonna see if I can get it all intact. And with the calvarium, in general, some people will actually try to change*

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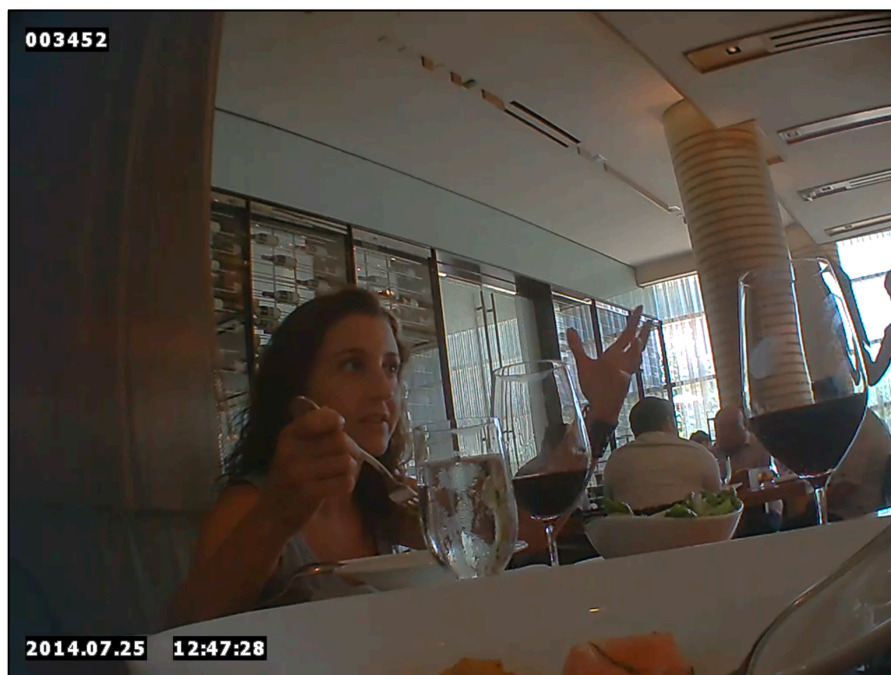
<sup>4</sup> <https://www.law.cornell.edu/uscode/text/18/1531>

<sup>5</sup> page 9, *Planned Parenthood et al v. Smith* (17-50282), 5<sup>th</sup> Circuit Court of Appeals, 17 Jan 2019.  
<http://www.ca5.uscourts.gov/opinions/pub/17/17-50282-CV0.pdf>

*the presentation so that it's not vertex, because when it's vertex presentation, you never have enough dilation at the beginning of the case, unless you have real, huge amount of dilation to deliver an intact calvarium. So if you do it starting from the breech presentation, there's dilation that happens as the case goes on, and often, the last, you can evacuate an intact calvarium at the end. So I mean there are certainly steps that can be taken to try to ensure—*

**Buyer:** *So they can convert to breech, for example at the start of the—*

**PPFA:** *Exactly, exactly. Under ultrasound guidance, they can just change the presentation.*<sup>6</sup>



*Fig. 1: PPFA Senior Director of Medical Services describes partial-birth abortions to harvest body parts, 2014.*

Shockingly, the series of steps that Planned Parenthood's Senior Director of Medical Services described—flipping the fetus to a feet-first presentation, carefully pulling the body out intact in order to gradually increase the dilation of the patient's cervix, and finally being able to remove even the fetal head in one piece—matches up precisely with the legal and clinic definitions of partial-birth abortion.<sup>7</sup>

Dr. Nucatola stated that using this method of abortion to obtain intact fetal body parts, "We've been pretty successful with that, I'd say."<sup>8</sup>

<sup>6</sup> Dr. Deborah Nucatola conversation with undercover investigators, 25 July 2014: <https://www.youtube.com/watch?v=dMX7gIPEVss>

<sup>7</sup> Attachment A: Comparison of Partial-Birth Abortion Descriptions

<sup>8</sup> See Dr. Nucatola conversation 25 July 2014, [http://www.centerformedicalprogress.org/wp-content/uploads/2015/05/PPFAtranscript072514\\_final.pdf](http://www.centerformedicalprogress.org/wp-content/uploads/2015/05/PPFAtranscript072514_final.pdf) and <https://www.youtube.com/watch?v=H4UjIM9B9KQ>

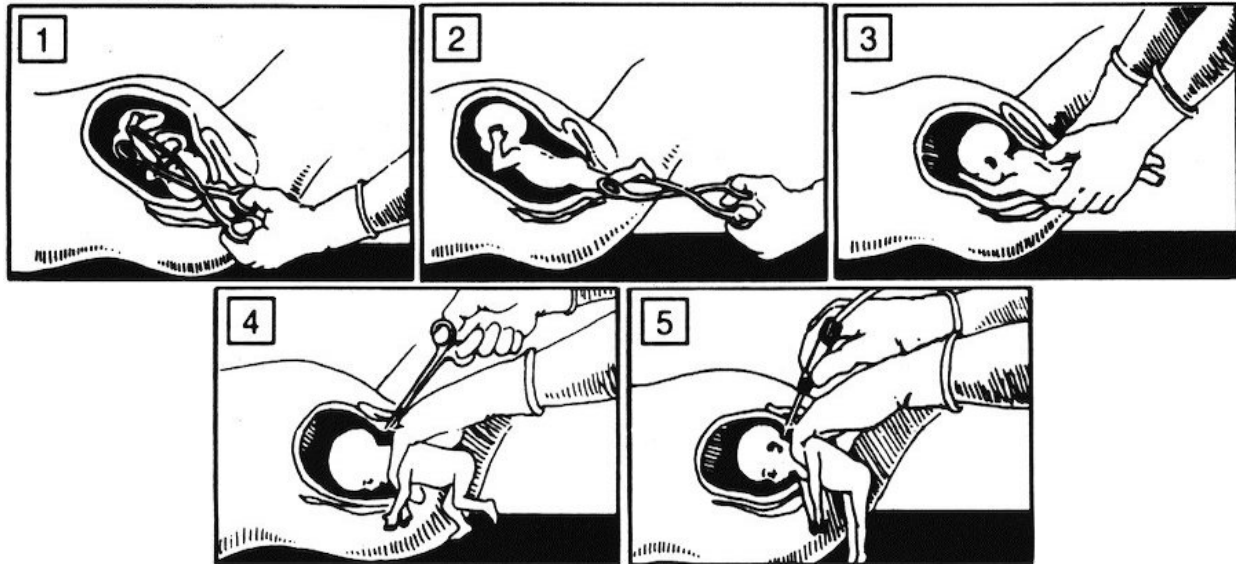


Fig. 2: Diagram of the typical partial-birth abortion procedure

This was not the only time that Planned Parenthood medical directors informed CMP investigators that late-term fetuses could be delivered intact at Planned Parenthood facilities in the interests of obtaining more marketable body parts. On February 28, 2015, Dr. Jennefer Russo, the Medical Director of Planned Parenthood Orange & San Bernardino Counties, told CMP investigators, *"I think, most of us have trained to not have full intact specimens,"* but admitted, *"It happens sometimes, but it's pretty rare. But, we try,"* when discussing PPOSBC's relationship supplying fetal organs and tissues to baby body parts sales companies Da Vinci Biosciences and DV Biologics.<sup>9</sup>

The DV Companies were successfully prosecuted in 2017 by the Orange County District Attorney for selling aborted fetal body parts from Planned Parenthood for profit against California and federal law. The companies admitted guilt in a \$7.8 million settlement, and the Orange County District Attorney credited CMP's undercover video work for prompting the successful case.<sup>10</sup>

Other Planned Parenthood medical directors confirmed that the delivery of an intact fetus is something that can predictably occur in the practice of 2<sup>nd</sup>-trimester abortion. On April 7, 2015, Dr. Savita Ginde, the Vice President and Chief Medical Officer of Planned Parenthood of the Rocky Mountains, told CMP investigators inquiring about 2<sup>nd</sup>-trimester procedures at her clinic that, *"Intact is less than 10%,"* and remarked, *"Sometimes, we get, if someone delivers before we are able to see them for a procedure then they are intact."*<sup>11</sup>

<sup>9</sup> Dr. Jennefer Russo conversation with undercover attendees at Planned Parenthood Medical Directors Conference, 27 February 2015:

<https://www.youtube.com/watch?v=5w8oLs6VsFs>

<sup>10</sup> Langhorne, Daniel, "Firms reach \$7.8 million settlement over allegations of selling fetal tissue," *Los Angeles Times*, 9 Dec 2017.

<https://www.latimes.com/local/lanow/la-me-fetal-tissue-20171209-story.html>

See also OCDA Press Release: <http://orangecountyda.org/civica/press/display.asp?Entry=5406>

<sup>11</sup> Dr. Savita Ginde conversation with undercover investigators at Planned Parenthood Rocky Mountains, 7 April 2015:

<https://www.youtube.com/watch?v=X8QOC20DiPY>



Of note, feticides like digoxin cannot be used in an abortion that will yield fetal body parts for sale and experimentation, because the digoxin kills the tissues and cells and renders them biologically inert.

Feticides like digoxin typically serve two purposes for abortion providers. The federal partial-birth abortion ban is only operative if the fetus is alive at the time of the partial-delivery during the abortion. It does not apply to a fetus who is already dead at the time the procedure is done—for example, if the fetus has been killed using a feticide like digoxin. If the fetus has been killed with digoxin before the abortion, it also obviates the problem of an intact fetus being alive outside the womb and the provider being involved in a fetal homicide.<sup>12</sup>

When Dr. Russo remarked on being able to obtain fully intact fetuses at PPOSBC, she also stated that PPOSBC was not using digoxin to kill the fetus before the abortion, because there was “a nationwide shortage of dig[oxin].”

Dr. Nucatola explained that many abortion providers turned to digoxin in the wake of the federal PBA law in order to ensure compliance with the law. But she also described a second way Planned Parenthood doctors might approach the problem in cases where digoxin was not used:

*Providers who use digoxin use it for one of two reasons. There's a group of people who use it so they have no risk of violating the Federal Abortion Ban. Because if you induce a demise before the procedure, nobody's going to say you did a “live”—whatever the federal government calls it. “Partial-birth abortion.” It's not a medical term, it doesn't exist in reality. So some people use it to avoid providing a “partial-birth abortion.” [...] The Federal Abortion Ban is a law, and laws are up to interpretation. So there are some people who interpret it as, it's intent. So if I say on Day 1, I do not intend to do this, what ultimately happens doesn't matter. Because I didn't intend to do this on Day 1 so I'm complying with the law.”<sup>13</sup>*

Dr. Suzie Prabhakaran, the VP of Medical Affairs for Planned Parenthood of Southwest and Central Florida explained this Planned Parenthood “intent” loophole for the partial-birth abortion ban as a “checkbox” that abortion providers simply have to mark in the patient record: “So, like, there's like a checkbox that says, “I intend to u”--so it would be before the procedure, you do your evaluation, you write, ‘I intend to utilize dismemberment techniques for this procedure.’”<sup>14</sup>

Tram Nguyen, the Surgical Center Administrator for Planned Parenthood Gulf Coast, told CMP investigators on April 9, 2015: “We cannot really intend to complete the procedure intact—you

<sup>12</sup> See Society of Family Planning Clinical guidelines for “Induction of fetal demise before abortion” [https://www.contraceptionjournal.org/article/S0010-7824\(10\)00019-3/pdf](https://www.contraceptionjournal.org/article/S0010-7824(10)00019-3/pdf) and “Labor induction abortion in the second trimester” [https://www.contraceptionjournal.org/article/S0010-7824\(11\)00057-6/pdf](https://www.contraceptionjournal.org/article/S0010-7824(11)00057-6/pdf)

<sup>13</sup> Dr. Deborah Nucatola conversation with undercover investigators, 25 July 2014: [https://www.youtube.com/watch?v=9w6f\\_c0DReE](https://www.youtube.com/watch?v=9w6f_c0DReE)

<sup>14</sup> Dr. Suzie Prabhakaran conversation with undercover attendees at Planned Parenthood Medical Directors Conference, 27 February 2015: <https://www.youtube.com/watch?v=K-JZU7ckYTY>

*can't intend to, but it happens.*"<sup>15</sup> Nguyen confirmed that PPGC abortion providers use an "intent statement" to simply "document" a non-culpable purpose before the abortion, regardless of the actual conduct of the procedure itself: *"There's an intent statement which you have to document."* The federal Fifth Circuit Court of Appeals found these admissions were evidence of Planned Parenthood's violation of the federal partial-birth abortion ban, finding that Nguyen "stated, sarcastically, that while federal law (prohibiting partial birth abortions) restricts a facility from intentionally retrieving an intact fetus, PPGC can make it happen by signing a form that they did not so 'intend.'"<sup>16</sup>

### **Planned Parenthood's Manual of Medical Standards & Guidelines**

For the first time, CMP is now releasing primary source PPFA documents that confirm the existence of the "intent statement" loophole for the partial-birth abortion law that Planned Parenthood medical directors frequently invoked. This so-called "documentation" requirement as prescribed by PPFA is completely untethered from the actual requirements of the federal law, and indicates that Planned Parenthood is more intent on circumventing the law than following it faithfully.

Planned Parenthood Federation of America publishes a national Manual of Medical Standards & Guidelines, which sets the operating protocols for all Planned Parenthood locations nationwide. The Senior Director of Medical Services is responsible for maintaining the Manual of Medical Standards & Guidelines (MS&Gs).<sup>17</sup> The 2014 version presented in this release was maintained by Planned Parenthood's then-Senior Director of Medical Services, Dr. Deborah Nucatola, and was controlling at the time the medical directors made their statements on undercover video.

While the MS&Gs Standards for surgical abortion state that "Mid-trimester abortion **must** be performed in a manner that complies with the federal Partial Birth Abortion Ban Act of 2003 (the 'federal abortion ban'),"<sup>18</sup> the Standards and Guidelines for the medical records of the abortion offer Planned Parenthood abortion doctors a loophole to feign compliance with the PBA law. The abortion records Standards require "Documentation of the Federal Abortion Ban at 2 stages,"<sup>19</sup> such that the Planned Parenthood abortion doctor first:

*Prior to abortion procedure, **must** document intent to comply with Federal Abortion Ban*

- *By use of fetocide*
- *By umbilical cord interruption*
- *By plan to evacuate the uterus using multiple passes [of the forceps] to remove the fetus in multiple parts*
- *By plan to evacuate uterus entirely with suction*

<sup>15</sup> Tram Nguyen conversation with undercover investigators at Planned Parenthood Gulf Coast, 9 April 2015:

<https://www.youtube.com/watch?v=S7sHYoVQnel>

<sup>16</sup> page 9, *Planned Parenthood et al v. Smith et al*, 5<sup>th</sup> Circuit (17-50282).

<sup>17</sup> <http://www.centerformedicalprogress.org/wp-content/uploads/2019/01/2014-PPFA-MSGs-Parts-1-3-Archive-with-Errata-NMC-2014-Recommendations.pdf>

<sup>18</sup> MS&Gs Part 2, Chapter 1, Section 1.2.5.I.C, page 127

<sup>19</sup> MS&Gs Part 1, Chapter 5, Table 5.2.a, pages 48-49

- *Other (describe)*

And then second:

*After completion of abortion procedure, **must** document that fetal demise occurred before the procedure or before passage of the anatomical landmarks outlined in the Federal Abortion Ban and technique employed – options include:*

- *Ultrasound prior to the procedure confirmed absence of fetal cardiac activity*
- *Umbilical cord was transected and lack of pulsation was confirmed prior to procedure (by palpation or ultrasound)*
- *Multiple passes were used to remove the fetus in multiple parts*
- *The uterus was evacuated entirely with suction*
- *Other (describe)*

A standard for authentic medical records would simply require that the doctor record what actually happens in the abortion procedure. A requirement that the abortion provider “**must** document” a clean outcome in the medical record after the abortion procedure is a way to ensure that regardless of what actually happens in the abortion, Planned Parenthood’s record will appear spotless. The federal 5<sup>th</sup> Circuit Court of Appeals questioned this surprising aspect of PPFA’s Medical Standards & Guidelines when it was raised at a recent hearing, saying of the federal Partial-Birth Abortion ban: “*Well it’s not a matter of ‘documenting’ it, it’s complying with the actuality of it.*”<sup>20</sup>

This is the same “intent” documentation that Dr. Prabhakaran described as simply a “checkbox,” and which Dr. Nucatola, the author of the MS&Gs, explained saying, “*So if I say on Day 1, ‘I do not intend to do this,’ what ultimately happens doesn’t matter.*”

While PPFA’s Manual of Standards & Guidelines lays out such an elaborate paperwork scheme to deal with the partial-birth abortion law, the Manual has no similar requirements or protocols to “document compliance” with the federal Born-Alive Infants Protection Act or state fetal homicide laws. Yet surprisingly, the Manual of Standards & Guidelines sections and forms dealing with later 2<sup>nd</sup>-trimester abortions actually state that labor and delivery is a distinct possibility in Planned Parenthood’s late-term abortion practice.

The MS&Gs state that using digoxin (absent in fetal organ and tissue harvesting cases) “*decreases the risk of a live birth*”, but the same MS&Gs manual also notes that digoxin may fail to kill the fetus in 8% of cases, potentially up to 15% of cases depending on the dosage.<sup>21</sup> The MS&Gs further state that “*Onset of labor – can result in delivery outside the PP health facility*”<sup>22</sup> in some botched digoxin cases, and that labor and delivery “*before the in-clinic abortion*” is a

<sup>20</sup> 28:50 in recording of 5<sup>th</sup> Circuit argument *Planned Parenthood v. Smith*, 17-50282, June 4, 2018:

[http://www.ca5.uscourts.gov/OralArgRecordings/17/17-50282\\_6-4-2018.MP3](http://www.ca5.uscourts.gov/OralArgRecordings/17/17-50282_6-4-2018.MP3)

<sup>21</sup> See MS&Gs “Client Information for Informed Consent Digoxin”, page 807, and Part 2, Chapter 1, Table 1.4.a, Topic “Risks and Side Effects of Digoxin”, page 141

<sup>22</sup> See MS&Gs Part 2, Chapter 1, Table 1.4.a, “Risks and Side Effects of Digoxin”

possible outcome of Planned Parenthood’s cervical preparation protocols for 2<sup>nd</sup>-trimester abortion.<sup>23</sup>

Indeed, during a presentation at Planned Parenthood’s Medical Directors Council conference in 2015, one medical director asked, *“Was there any difference with expulsion rate?”* with new experimental cervical dilation protocols before abortion, compared with *“using miso[prostaglandin] that next day, because that’s when we see our expulsions.”* A CMP investigator asked Dr. Nucatola, *“Those are fetal, or dilator, expulsions?”* and Dr. Nucatola replied, *“Fetal.”* Chillingly, the presenter, Dr. Alisa Goldberg of Planned Parenthood of Massachusetts, answered the audience question this way: *“We had one patient in the miso, in the miso[prostaglandin] arm who was in the process of expelling [the fetus], and she went into the procedure room and had the procedure completed so she didn’t quite expel.”*<sup>24</sup> These appear to be *prima facie* admissions of illegal partial-birth abortion and born-alive infant cases.

Also shockingly, Dr. Nucatola testified before the House Energy & Commerce Committee’s Select Investigative Panel on the issue of fetuses delivered alive during a late-term abortion procedure that *“our affiliates don’t provide obstetrical case. So therefore, they don’t know how to manage a term infant or a premature infant.”*<sup>25</sup> However, Planned Parenthood’s national medical protocol documents and the candid statements of its medical directors indicate that the births of premature infants during abortion procedures are predictable and anticipated.

### **Partial-Birth Abortion and Planned Parenthood’s Baby Body Parts Business**

The business relationship that Planned Parenthood established with fetal organ and tissue procurement companies like StemExpress, Advanced Bioscience Resources, and Novogenix Laboratories provided financial incentives for Planned Parenthood abortion providers to take advantage of the loopholes in the Manual of Medical Standards & Guidelines to commit partial-birth abortions and obtain more intact, marketable fetal body parts.

For example, Planned Parenthood Mar Monte signed a contract with StemExpress in which StemExpress would only pay Planned Parenthood Mar Monte for *“products of conception”*—defined in the contract as *“any fetal organ”*—that were *“determined in the clinic to be usable.”*<sup>26</sup> Meanwhile, Planned Parenthood Pacific Southwest was only paid under its contract with ABR for each fetal specimen actually *“provided to ABR,”* which ABR’s contract template clarifies means *“provided to and used by ABR.”* These qualifiers mean that even if a pregnant woman consents to fetal tissue procurement from her abortion, Planned Parenthood will not get paid if StemExpress or ABR cannot obtain any saleable *“products of conception”* from her abortion.

<sup>23</sup> See MS&Gs “Client Information for Informed Consent Opening the Cervix with Dilators and/or Pills”, page 812

<sup>24</sup> presentation of Dr. Alisa Goldberg, “Optimizing cervical preparation before second trimester D&E,” recorded at Planned Parenthood Medical Directors Conference, 27 February 2015: <https://www.youtube.com/watch?v=v0jcHE0aHrk>

<sup>25</sup> page 22 of Select Investigative Panel Final Report: [https://archives-energycommerce.house.gov/sites/republicans.energycommerce.house.gov/files/documents/Select\\_Investigative\\_Panel\\_Final\\_Report](https://archives-energycommerce.house.gov/sites/republicans.energycommerce.house.gov/files/documents/Select_Investigative_Panel_Final_Report)

<sup>26</sup> Attachment B: Planned Parenthood Contracts with Fetal Organ and Tissue Procurement Companies

ABR's and StemExpress' customer demand typically requires late 2<sup>nd</sup>-trimester aborted fetal organs and tissues. In order to have viable stem cells, the body parts from the aborted fetus must be as intact as possible and a feticide like digoxin cannot have been used to kill the fetus before the abortion procedure. High quality organs are also easier to identify and more likely to be harvested from a fetus that is aborted intact, instead of a fetus that is torn apart through a dismemberment abortion procedure.

Since Planned Parenthood only gets paid for the fetal specimens that are "usable" by the procurement companies, and StemExpress and ABR need viable, intact, late-term body parts, contracts such as these create a perfect storm of market demand to make illegal partial-birth abortions and even born-alive infant cases far more likely and desirable.

Cate Dyer, the CEO and founder of StemExpress, admitted this to CMP investigators in May 2015: *"Oh yeah, I mean, if you have intact cases, which we've done a lot, we sometimes ship those back to our lab in its entirety."*<sup>27</sup> Holly O'Donnell, a former procurement technician for StemExpress, also testified that she observed this practice: *"I remember it was my day off and I went on my laptop and AIM popped up and they were working. And I read a message saying that the doctor had aborted a fully intact fetus, fully intact. And StemExpress was sending it straight to the lab."*<sup>28</sup>

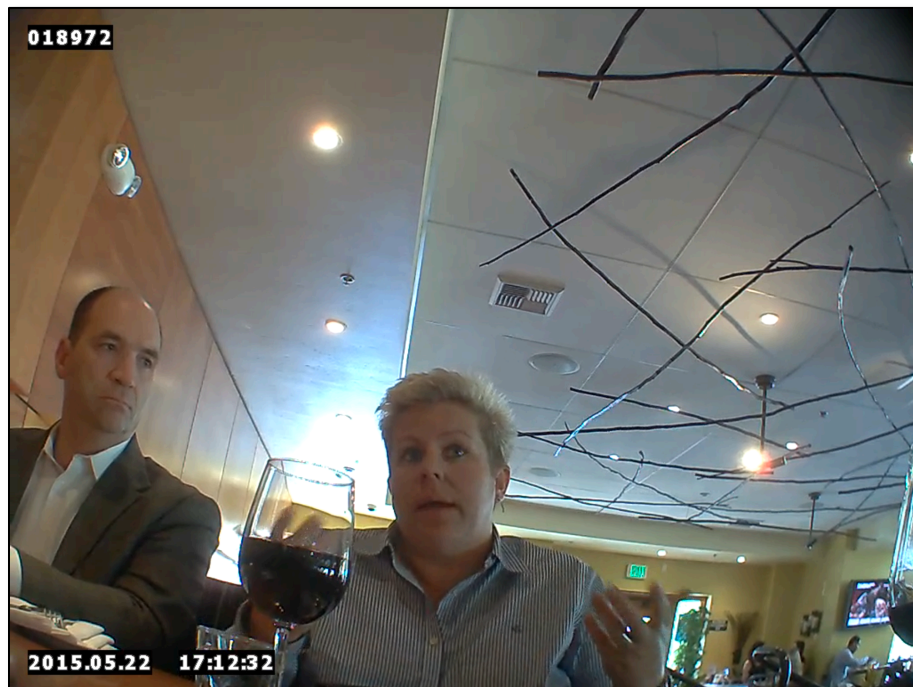


Fig. 3: StemExpress founder & CEO Cate Dyer admits shipping intact fetuses back to laboratory, 2015.

<sup>27</sup> Cate Dyer conversation with undercover investigators, 22 May 2015: <https://www.youtube.com/watch?v=E2-ZE0JTxgw>

<sup>28</sup> Holly O'Donnell interview, 27 December 2014: <https://www.youtube.com/watch?v=FzMAycMMXp8>



This was not the only time a procurement company working with Planned Parenthood described experiences with fetuses being delivered alive in an abortion clinic. In June 2013, ABR Procurement Manager Perrin Larton told an undercover actor:

*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."*<sup>29</sup>



Fig. 4: ABR Procurement Manager Perrin Larton says she saw live fetuses born in the clinics, 2013.

It is critical to remember that the abortion cases slated for body parts harvesting described by procurement company representatives are all cases where the fetus cannot have been killed before the procedure by digoxin, and therefore is alive at the time of delivery.

Dr. Katharine Sheehan is the longtime Medical Director for Planned Parenthood of the Pacific Southwest who still provides abortions for the affiliate. In March 2004 during the federal Partial-Birth Abortion lawsuits, Dr. Sheehan testified under oath that fetuses coming out completely intact during the abortion procedure was a predictable part of her late-term abortion practice at Planned Parenthood Pacific Southwest.<sup>30</sup>

<sup>29</sup> Perrin Larton conversation with undercover attendees at International Society of Stem Cell Research meeting, 13 June, 2013: <https://www.youtube.com/watch?v=fWJb78ynVT8>

<sup>30</sup> *Planned Parenthood v. Ashcroft*, transcript of proceedings March 30, 2004: <http://www.priestsforlife.org/pba/caday2.pdf>

*Q. Dr. Sheehan, have you ever had a situation where the fetus comes out intact or partially intact?*

*A. Yes, I have.*

*Q. And how often does that occur?*

*A. It comes out partially intact very frequently; completely intact, less so. Just last week I was working with a resident from UCSD, and we had three of our 12 cases proceed so that the body of the fetus came out completely intact.*

*Q. Do you have a preference as to whether the fetus comes out intact or partially intact?*

*A. I definitely do. I prefer it come out intact.*

*(Dr. Sheehan Direct Examination, 188:5-15)*



*Dr. Sheehan at a PPS event, 2016.*

*Q. Are there situations where you were doing a D&E and there was sufficient dilation to remove the fetus, except for the head?*

*A. Yes.*

*Q. And does it happen -- how often does that happen?*

*A. That happens fairly frequently. In fact, I have been working with a resident from UCSD, as I alluded earlier, and just last week three of our 12 procedures proceeded in this way.*

*Q. And why is it frequent that the fetus emerges except for the head?*

*A. The head is the largest part of the fetal body.*

*Q. And what do you do when that happens? What is your procedure?*

*A. Typically, I continue to put traction on the fetal body. If it is able to slide through the cervical aperture, then it will.*

*(Dr. Sheehan Direct Examination, 193:5-21)*

*Q. And Mr. Simpson also asked you a series of questions about the percent of time when you were able to remove the fetus intact. Do you remember that series of questions?*

*A. Yes.*

*Q. And I believe you indicated it was one percent of the time?*

*A. Yes.*

*Q. In that line of questioning, what did you mean by "intact"?*

*A. I mean when the entire fetus is completely intact.*

*Q. So does the one percent include the situation where the fetus is removed up to the neck and then a further procedure is used to complete --*

*A. No, I mean the fetus is entirely intact when it's extracted.*

*(Dr. Sheehan Redirect, 271:20-272:8)*

According to her medical license, Dr. Sheehan is still practicing at Planned Parenthood Pacific Southwest in San Diego.<sup>31</sup> If any of the abortions Dr. Sheehan described in sworn testimony were to yield fetal tissue for ABR (which had already been working with PPPS for 5 years at the time of Dr. Sheehan's testimony), the fetus was alive at the time of the abortion procedure and these "intact" fetuses represent partial-birth abortions, and in the case of a fetus "entirely intact," a born-alive infant.

Applying Dr. Sheehan's 1% rate of "entirely intact" fetuses, stated in her testimony, to PPPS's 17,000 abortions per year yields an estimate of 170 born-alive infants per year at Planned Parenthood Pacific Southwest between the San Diego and Riverside abortion centers.

### Conclusion

In December 2016, the Senate Judiciary Committee and the House Select Investigative Panel made criminal referrals of Planned Parenthood and the procurement companies to the FBI and the U.S. Department of Justice for selling aborted fetal organs and tissues for profit<sup>32</sup>, and in December 2017, DOJ announced that Planned Parenthood and the procurement companies were under active investigation.<sup>33</sup> As the federal appeals courts have now confirmed, CMP's undercover evidence indicates that Planned Parenthood also violates the partial-birth abortion law. The corroborating documents from Planned Parenthood's late-term abortion protocols make it imperative that law enforcement and regulatory authorities take into account the severe violation of human rights and dignity that this disturbing part of Planned Parenthood's abortion business represents.

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<sup>31</sup> License G 30650 for Dr. Katharine Sheehan, registered at corporate address of Planned Parenthood Pacific Southwest, <https://search.dca.ca.gov/details/8002/G/30650/ab25943ae8b1f011a1db0f9a1cb3f539>

<sup>32</sup> See <https://www.grassley.senate.gov/news/news-releases/grassley-refers-planned-parenthood-fetal-tissue-procurement-organizations-fbi> and <https://archives-energycommerce.house.gov/news-center/press-releases/select-panel-refers-numerous-entities-further-investigation-possible>

<sup>33</sup> Fandos, Nicholas, "Justice Dept. investigating Fetal Tissue Transfers by Planned Parenthood and Others," *The New York Times*, 8 Dec 2017, <https://www.nytimes.com/2017/12/08/us/politics/planned-parenthood-fetal-tissue-transfers-federal-investigation.html>

**ATTACHMENT A:**  
**COMPARISON OF PARTIAL-**  
**BIRTH ABORTION**  
**DESCRIPTIONS**

<div> <div>1992</div> <div>Dr. Martin Haskell (NAF Clinical Paper)</div> </div> <div> <div>2003</div> <div>Partial-Birth Abortion Ban Act (18 USC 1531)</div> </div> <div> <div>2014</div> <div>PPFA Senior Director of Medical Services</div> </div>			
Step 1: Ultrasound Guidance	...places an <b>ultrasound probe</b> on the patient's abdomen and scans the fetus...	The term 'partial-birth abortion' means an abortion in which...	"...most providers will do this case <b>under ultrasound guidance</b> ..."
Step 2: Grasp baby's legs with forceps	The surgeon introduces a <b>large grasping forcep</b> ...Based upon his knowledge of fetal orientation, he moves the tip of the instrument carefully towards the fetal lower extremities. When the instrument appears on the sonogram screen, the surgeon is able to open and <b>close its jaws to firmly and reliably grasp a lower extremity</b> .	<i>...the person performing the abortion deliberately and intentionally...</i>	...so they'll know where they're putting their forceps."  "So then you're just kind of <b>cognizant of where you put your graspers</b> , you try to intentionally go <b>above and below the thorax</b> , so that, you know, we've been very good at getting heart, lung, liver, because we know that, so I'm not gonna crush that part, I'm going to <b>basically crush below</b> , I'm gonna <b>crush above</b> ..."
Step 3: Flip the baby feet- first	The surgeon then applies firm traction to the instrument <b>causing a version of the fetus</b>	<i>...in the case of breech presentation...</i>	"Under ultrasound guidance, they can just <b>change the presentation</b> ."
Step 4: Pull the body out intact	the surgeon uses his fingers to <b>deliver the opposite lower extremity, then the torso, the shoulders and the upper extremities</b> .  The skull lodges at the internal cervical os. <b>Usually there is not enough dilation</b> for it to pass through. The fetus is oriented dorsum or spine up.	<i>...vaginally delivers a living fetus...</i>	"The kind of rate-limiting step of the procedure is the calvarium, the head is basically the <b>biggest part</b> . Most of the other stuff can come out intact."  "Buyer: To bring the body cavity out intact and all that? PP: <b>Exactly.</b> "
Step 5: Evacuate the baby's head	The surgeon removes the scissors and introduces a suction catheter into this hole and <b>evacuates the skull contents</b> . With the catheter still in place, he applies traction to the fetus, removing it completely from the patient.	<i>...for the purpose of performing an overt act that the person knows will kill the partially delivered living fetus...</i>	"So if you do it starting from the breech presentation, there's dilation that happens as the case goes on, and often, <b>the last step, you can evacuate an intact calvarium at the end.</b> "



**ATTACHMENT B:**  
**PLANNED PARENTHOOD**  
**CONTRACTS WITH FETAL**  
**ORGAN AND TISSUE**  
**PROCUREMENT COMPANIES**

# STEM-EX, LLC

## Services Agreement

This agreement is made as of April 1st, 2010 between Stem-Ex, LLC, a limited liability company, and Planned Parenthood Mar Monte, a professional corporation.

WHEREAS, Stem-Ex is a company devoted to providing services related to the procurement of human organs, tissues, and blood for medical research in order to facilitate medical research utilizing those tissues; and

WHEREAS, Planned Parenthood Mar Monte provides medical services, education programs, and advocacy initiatives in order to improve people's lives;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, and in order to further their mutual goals, the parties agree as follows:

1. The term "fetal organ" has the same meaning as the term defined in the National Organ Transplant Act (42 U.S.C.A. 274e(c)(1)) and means the human kidney, liver, heart, lung, pancreas, bone marrow, cornea, eye, bone, and skin or any subpart thereof and any other human organ or any subpart thereof, as 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. The term "maternal bloods" means blood samples taken from a pregnant woman.
4. Planned Parenthood Mar Monte will provide, and Stem-Ex will pay the reasonable costs for, services and facilities at mutually agreed upon health centers (hereinafter collectively referred to as "services") associated with the following: the removal of fetal organs from POCs; the processing, preservation, quality control, and transportation of the fetal organs; appropriate space in which Stem-Ex representatives and employees may work; disposal services for non-used portions of cadaveric materials; obtaining maternal bloods; seeking consent for donation of fetal organs and maternal bloods from appropriate donors, and; maintaining records of such consents so that verification of consent can be supported.
5. The reasonable costs associated with the services specified in this Agreement shall be fifty-five dollars (\$55.00) per POC determined in the clinic to be usable, and ten dollars (\$10.00) per maternal blood. Planned Parenthood Mar Monte will invoice Stem-Ex monthly for the number of POC's and number of maternal bloods procured by Stem-Ex. Stem-Ex will pay Planned Parenthood Mar Monte within two weeks of receipt of the invoice.

6. Any information obtained from Planned Parenthood Mar Monte patients' charts shall be privileged, and Stem-Ex will treat the information in order to preserve the confidentiality of the patients. Stem-Ex will not receive any information concerning identity of donors except as necessary to obtain patients' consent for use of POCs and maternal bloods.
7. The term of this Agreement shall be for one year, beginning from the date hereof, and terminating one year thereafter. Parties may, at any time, give each other thirty days written notice of the intention to terminate this Agreement, whereupon the Agreement shall terminate thirty days after the receipt of such notice. In the absence of such termination, this Agreement shall continue for further successive terms of one year thereafter.
8. Written notices pursuant to this Agreement shall be sent to the following:  
  
Attn: Medical Director  
Planned Parenthood Mar Monte  
1691 The Alameda  
San Jose, CA 95126  
  
Stem-Ex  
484 Main Street, Ste. 1  
Diamond Springs, CA 95619
9. The parties do not know how many patients will consent to donate POCs or maternal bloods for research, and thus do not know how many POCs or maternal bloods will be obtained pursuant to this Agreement. Planned Parenthood Mar Monte is not obligated to provide any minimum number of POCs or maternal bloods. Stem-Ex is not obligated to take any minimum number of POCs or maternal bloods, nor is Stem-Ex obligated to take all the POCs or maternal bloods made available by Planned Parenthood Mar Monte.
10. The parties mutually agree to defend, protect, and hold harmless each other's officers, directors, agents, employees, and consultants from and against any and all expenses, liabilities, demands or claims for loss or damage to property, or for personal injury or death suffered as a result of any actions by the parties in the performance of the Agreement and attributable to the fault or negligence of the parties or their respective officers, directors, agents, employees, or consultants.
11. No modification to this Agreement, nor any waiver of any rights, shall be effective unless agreed to in writing by the party charged with such waiver or modification. 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.



13. This Agreement shall be governed by and interpreted under the laws of the State of California, and venue for any dispute arising hereunder shall be in the County of Sacramento.
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 attorney fees and professional fees, 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 have executed this agreement by their duly authorized representatives as of the date written above.

Planned Parenthood Mar Monte

By: Dorothy Fungerson MD

Title: Medical Director

Stem-Ex, LLC

By: Cathleen Dyer

Title: President

## 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.

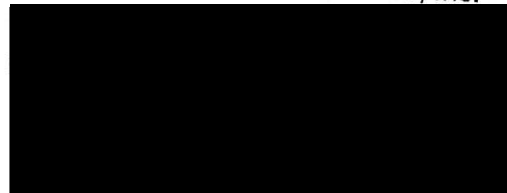
8. The parties do not know how many patients will sign the consent forms in agreement to donate POC's for research and therapy, and therefore do not know how many POC's will be supplied thereunder. PPPS shall not be obligated to provide any minimum number of POC's; ABR shall not be obligated to take 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