



RESOLUTION FOR OPPOSITION TO COMMERCIAL SURROGACY LEGISLATION
BASED ON PAID PREGNANCY AND PAID ABORTION

Whereas, an important distinction must be made between the good intentions of couples who desire biologically related children, and the actual exploitative practices of gestational surrogacy brokers who take advantage of citizens in states that have passed commercial surrogacy legislation;

Whereas, the actual impact of similar legislation enacted in other states shows that commercial surrogacy laws inevitably will have the unintended consequence of creating a lucrative gestational surrogacy industry in Louisiana, whose brokers engage in practices profoundly contrary to Louisiana's pro-life values concerning the dignity of women, children and families;

Whereas, it is a common industry practice to pay high surrogacy fees to women under the guise of "reasonable living expenses." For example, the Florida-based DreamABaby.com website provides a *Gestational Surrogacy Price List (2013)* which mirrors the pricing structure used by most surrogate brokers. (See Price List attached). The "price list" specifies that the gestational surrogate will receive \$10,000 to \$30,000 for "reasonable living expenses." This fee is in addition to reimbursement for doctor visits, medical tests and required counseling and home studies, and thus creates financial incentives for impoverished women, often including college and graduate students, to undergo the risks of drug-induced artificial pregnancy and resulting pressures for abortion of imperfect unborn children or selective abortion in a multi-fetal pregnancy;¹

Whereas, a review of any standard surrogacy contract further confirms that abortion along with numerous other potential negative and harmful outcomes from surrogacy are addressed in great detail;

Whereas, under the constitutionalized regime of *Roe v. Wade* and its progeny, the gestational carrier in Louisiana can "choose" to abort the pregnancy for any reason, including a financially incentivized request (or subtle yet coercive demand) from the surrogate broker on behalf of the intended parents or from the intended parents themselves;

Whereas, 2013 La. SB 162 recognized this, expressly stating that "an enforceable gestational surrogacy contract" must "acknowledge that the gestational carrier has sole authority with respect to medical decision-making during the term of the pregnancy consistent with the rights of a pregnant woman carrying her own child." See SB 162, page 5, lines 4-6. This enables financial inducement to abortion, as long as the gestational carrier has the sole authority to make the final decision;

¹ See www.ProLifeLouisiana.org/uploads/docs/GestationalSurrogacyPriceList-2-10-14.pdf (downloaded from Dream A Baby on February 10, 2014).

Whereas, financially incentivized abortion is a controversial issue raised by commercial surrogacy. The Bioethics Defense Fund recently consulted on a gestational surrogacy contract in Connecticut that involved an unborn baby diagnosed with several potential birth defects. The intended parents, citing the “abortion clause” in the surrogacy contract, demanded that the surrogate mother abort the baby. *See* CNN, “Surrogate offered \$10,000 to abort baby” (March 6, 2013);²

Whereas, because of our nation’s jurisprudence allowing abortion on demand, intended parents could offer the gestational carrier additional compensation to abort the pregnancy of a child(ren) that may have special needs – thus crossing the line into prenatal eugenics –or when the number of unborn children exceed what is desired by the intended parents.

Whereas, the *Gestational Surrogacy Price List (2013)* available on DreamABaby.com outlines the industry standard of notifying intended parents of possible unspecified additional expenses in the event of “**termination of a genetically abnormal pregnancy**” or “**selective-reduction of a multi-fetal pregnancy.**” This is consistent with standard gestational surrogacy contracts.

Whereas, while the Louisiana Law Institute took several years to study various legal structures for surrogacy contracts, it did not consider the resulting legal battles concerning financially induced contract pregnancy or abortion of unborn children that are in excess of the parent’s desires (selective reduction) or who do not meet desired specifications (eugenic abortion).

THEREFORE, BE IT RESOLVED, that legislation sanctioning commercial gestational surrogacy contracts present profound concerns regarding the sanctity of human life, the commodification of women and children such that Louisiana Right to Life opposes such legislation.

*EXHIBIT: For a real-life Surrogacy “Price List” discussing costs for paying the woman and “costs for selective reduction in multi-fetal pregnancies (triplets or more)” and “costs for termination of a genetically abnormal pregnancy” and – go to: **www.ProLifeLouisiana.org/uploads/docs/GestationalSurrogacyPriceList-2-10-14.pdf**. This document from Dream A Baby was updated in May of 2013 and was acquired from the web on February 10, 2014.*

² See <http://www.cnn.com/2013/03/04/health/surrogacy-kelley-legal-battle/index.html>