

**Fertility Center, LLC  
and  
Embryo Services, LLC**

**INFORMED CONSENT: CRYOPRESERVATION OF EMBRYOS**

We are giving our consent for cryopreservation of human embryo(s) following in vitro fertilization. This procedure is intended to initiate a successful pregnancy after cryopreservation of embryos in their early stages of development. We understand that participation in this program is voluntary. If we elect not to participate in this program, our decision will neither prejudice nor harm our present or future relations with the Assisted Reproductive Technology Program at the Fertility Center, LLC, or Embryo Services, LLC, hereafter referred to as the "ART Program," nor result in any penalty or loss of benefits to which we are otherwise entitled. We have reviewed this form carefully and asked questions before deciding to participate.

We have been selected as possible participants because we are currently participating or considering participation in the ART Program at the Fertility Center and Embryo Services. The freezing procedure may be utilized if we produce more embryos during our In Vitro Fertilization (IVF) or Zygote Intrafallopian Transfer (ZIFT) cycle than we desire to accept for embryo transfer in that same cycle or if we produce more eggs in a Gamete Intrafallopian Transfer (GIFT) cycle than can be transferred in that same cycle. If so, these embryos, which result from the fertilization of eggs from the wife by sperm from the husband (or donor gametes, if so selected) will be frozen using a technique called cryopreservation.

Embryos not transferred during the IVF/GIFT/ZIFT cycle and deemed good quality by the physician and laboratory personnel will be frozen.

The embryos will be stored in the frozen condition until such time as we request their use and the physician determines that appropriate conditions exist in us (specifically, the wife) for transfer of the embryo(s) to the uterus. At that time, some or all of the embryos will be thawed. After thawing, embryos are hydrated and treated in a manner similar to that used in the IVF laboratory for non-frozen embryos. Each embryo will be examined to determine whether it is medically appropriate to transfer, and if so, the transfer into uterus or tubes may be performed. Freezing and thawing of embryo(s) probably reduces to some degree the chance of an embryo implanting. The overall chance of pregnancy with frozen and thawed embryos in the ART program is currently approximately 60% per transfer.

If we become pregnant with the initial IVF/GIFT/ZIFT cycle, the unused embryos may be stored frozen at Embryo Services for no longer than five years from their initial freezing. We can request during any subsequent cycle within five years that the embryos be thawed and transferred.

Embryo freezing has been successfully used in animals through more than one generation with no known adverse results, but there is relatively limited (less than 15 years) experience with human embryos. Although no defects have been reported from births resulting from frozen embryos, the long-term risks associated with human embryo freezing, thawing and transfer are not well established at present.

If pregnancy does occur, CVS (removal of a small amount of placental tissue) or Amniocentesis (removal of a sample of fluid surrounding the baby) is available to identify certain potential chromosomal (genetic) abnormalities. Our physician will advise us if such testing is indicated. If an abnormality were to exist, the physician and geneticist will discuss the implication of such findings with us.

As with any technique that requires mechanical support systems, equipment failure can occur. Unforeseen situations causing damage to or loss of embryos, including human error, could occur despite the best efforts of the ART Program and its staff. Neither the ART Program, nor the Fertility Center, their directors, employees, officers and agents or consultants, including Embryo Services, are to be held liable for any destruction, damage or improper freezing, maintenance, storage, withdrawal, thawing, and/or delivery caused by or resulting from any malfunction of the storage tank, failure of utilities, strike, cessation of services or other labor disturbances, or war, acts of a public enemy, or other disturbance, any fire, wind, earthquake, water, or other acts of God, or the failure of any other laboratory.

IVF and embryo cryopreservation and transfer are new areas in which legal principles and requirements have not been firmly established. Based on currently accepted principles regarding legal ownership of human sperm and ova, we have been advised that each embryo resulting from the fertilization of the wife's ovum by the husband's sperm shall be considered the joint property of both of you, as the wife and the husband, who are deemed to be the legal owners.

As the owners of any and all such embryos, the consents of both of us (wife and husband) will be required concerning the disposition of any and all such embryos except in circumstances where you both, in accordance with applicable laws, agree to alternative arrangements for utilization or disposition of the embryos or such use or disposition is controlled by applicable law or the final decision of a court or other governmental authority having jurisdiction over such decisions. Certain uses or disposition may also require approval by the ART Program at the Fertility Center or Embryo Services. Future legal decisions or government regulations may prohibit embryo cryopreservation or alter this agreement.

The ART Program at the Fertility Center and Embryo Services has prepared a proposed statement regarding disposition of the embryos in a number of possible circumstances entitled "Legal Statement," which we are requested to execute. A copy of that statement is attached to the consent form, which is separate from this document. If we have questions regarding any of the provisions of the Legal Statement, it is recommended that we consult with our attorney prior to executing the statement. Regardless of whether we choose to execute the Legal Statement, we have been urged specifically to provide for disposition of any embryos that are not utilized for purposes of attempting to initiate a pregnancy, in the event of any subsequent change in our health or our marital status. It has been suggested that we maintain a copy of the statement and form in a place, such as a safe deposit box with other important documents, and that if we have personal legal counsel, we also give a copy to our attorney.

We understand that we retain the right to change our decisions regarding the use and disposition of any frozen embryos at any future time by written notice to the ART Program at the Fertility Center, which will notify Embryo Services. The ultimate disposition of these embryos will also be subject, in the event of a change in our marital status or other events interfering with fulfillment of our present intentions, to applicable laws and court decisions (such as a decree of dissolution) affecting the ownership or control of the embryos.

We understand that it is our responsibility to maintain contact at least yearly with the ART Program at the Fertility Center, pay the cryopreservation storage fee to Embryo Services, and to inform the physicians of our current address and telephone number. **If the physicians or associates at the ART Program are repeatedly unable to contact us and we do not contact them in writing over a period of two years, we understand that the ART Program or Embryo Services will discard our embryos. We understand and agree not to hold the ART Program at the Fertility Center or Embryo Services liable for the discarding of our embryos if we fail to meet the requirements established in this document.**

We have the right to arrange for and direct the shipment of the frozen embryos to another medical institution for thawing and transfer. Notwithstanding the foregoing, we release the ART Program at the Fertility Center and Embryo Services from any responsibility for damages resulting from improper shipping or handling of the frozen embryos, or from the negligence of the receiving program. We also have the right to claim our embryos in a frozen state for other personal disposition including thawing and discarding. (additional consents required)

We further agree that if during the period of storage of our frozen embryos we should both die or otherwise become permanently incapable of determining the fate of our stored frozen embryos, the disposition of the embryos shall be made at the discretion of the ART Program in accordance with our written intentions regarding use and disposition of these embryos contained within this document.

Embryo Services will be custodian of our frozen embryos. The ART Program will keep the embryos for up to five years from their initial freezing stored with Embryo Services. We agree to pay in advance \$900.00 for the cost of freezing and up to one year of storage. After the year, we will pay \$360.00 per year in advance for storage to Embryo Services. Prices are subject to change without notice.

**Disposition:** We understand and agree that if at the end of the period of storage stated above any frozen embryos should remain unused for intrauterine transfer, or if during the period of storage we should both die or become permanently incapable of determining the fate of our stored frozen embryos, or if a storage fee remains unpaid for 365 days, then and in that event, after no less than ninety (90) days advance notice to us through certified U.S. mail to our last known address, but without further consent or authorization on our part, our frozen embryos will become the property of the ART Program. The disposition of these embryos will then take place at the discretion of the ART Program in accordance with our written intentions regarding use and disposition of these embryos contained within this document. If we have agreed to the embryo donation option as described above, our embryos would become eligible for donation to another infertile couple (who will remain unknown to us), in which case we would relinquish any claim of maternal and/or paternal rights to the donated embryos or any resulting children. We understand that it may be necessary to destroy the embryos for lack of suitable recipients or incomplete screening of us.

Any information obtained during these procedures that can be identified with us will remain confidential and will be disclosed to individuals not directly connected with this project only with our written permission. We understand that photographs or videotapes may be taken of the embryos during the cryopreservation procedures as a permanent record and for possible use at medical meetings or with the lay public for educational purposes. We understand that confidentiality will be maintained. We understand that we have the right to review these records at any time. Furthermore, a government agency, including the FDA, may choose to review the data at any time to ensure that the protocol has not deviated from the accepted guidelines concerning this practice.

**AGREEMENT:**

We are making a decision whether or not to participate in embryo cryopreservation. Our signature on this informed consent form indicates that we have read and understand the information provided in this form, that we have received a copy of the "Legal Statement," that we have been verbally informed about the project, that we have had a chance to ask questions, that we have decided to participate and that we consent to the procedures or treatments described above.

Due to the importance of the time schedule for selecting fertilized eggs to be cryopreserved, this informed consent form must be completed, signed, and returned prior to the day of egg retrieval. FAILURE TO DO SO MAY RESULT IN NO CRYOPRESERVATION OF FERTILIZED EMBRYOS.

\_\_\_\_\_  
Patient's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Spouse's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Notary's signature

\_\_\_\_\_  
Date

Commission Expires On

\_\_\_\_\_  
Date

I have thoroughly reviewed the information contained in this consent with the above named persons and believe they have made an informed decision regarding assisted reproductive treatment.

\_\_\_\_\_  
Staff Signature

\_\_\_\_\_  
Date

***INFORMED CONSENT: CRYOPRESERVATION OF THE EMBRYOS***