

THE CENTER FOR ADVANCED REPRODUCTIVE SERVICES (CARS) (The Center)

**CONSENT TO THE TRANSFER-IN AND STORAGE OF CRYOPRESERVED MATERIALS
("Transfer In Consent")**

Partner #1 Last Name (Surname): _____ Partner #1 First Name: _____

Partner #1 Last 5 Digits SS#: _____ DOB: _____ Partner # 1: Gender M/F (Circle One)

Partner#2 Last Name (Surname): _____ Partner #2 First Name: _____

Partner #2 Last 5 Digits SS#: _____ DOB: _____ Partner #2: Gender M/F (Circle One)

Address: _____

Phone Number: _____

(We) (I) request transfer IN of (our) (my): **Frozen embryos**
(Please check each box that applies) *(Requires names and signatures of both members of the couple)*

Frozen partner sperm, epididymal and/or testicular tissue
(Requires male name and signature only; Partner name requested)

Frozen donor sperm
(Requires female recipient name and signature only)

Frozen oocytes (eggs)
(Requires female name and signature only)

to the possession and control of the Center for Advanced Reproductive Services from the following designated facility or agent:

Contact Person Phone Number _____

We) (I) acknowledge that this transfer in consent requires the signature of both members of the couple who signed the original embryo cryopreservation consent for embryo transfer, of the male partner only for his sperm, epididymal and/or testicular tissue transfer and of the couple or single female patient for cryopreserved eggs or donor sperm. We (I) agree that if we (I) inherited these cryopreserved materials for our (my) own use or obtained the cryopreserved materials for use from a known donor, copies of these agreements and/or consents must be provided along with this consent. In that case, only the signature of the individual(s) (the recipient(s)) involved in that agreement is (are) required.

Risks of Shipping and Transport:

The Center for Advanced Reproductive Services, PC, (CARS) (The Center), and, as appropriate, its employees, contractors, consultants and authorized agents, agrees to provide its best efforts to receive the cryopreserved material in a container provided by the above named originating physician, program or facility. This receipt will be performed consistent with written directions provided by that originating physician, program or facility. The Center for Advanced Reproductive Services shall *not* be responsible for the safety, physical integrity or identity of the cryopreserved material before it was placed and transported in the container by the patient, physician, program, facility, or any designated agent including commercial shipping companies and couriers.

We (I) are (am) aware that the transporting of cryopreserved material involves certain risks to that material, and if any of this material thaws during transport, it may be damaged or destroyed.

We (I) agree to accept any and all costs and risks involved in the transporting of the cryopreserved material. We (I) hereby release the Center for Advanced Reproductive Services, its employees, contractors, consultants and authorized agents from any and all responsibility for the safety and integrity of the cryopreserved material, prior to the possession and control of the Center for Advanced Reproductive Services. I (we) acknowledge that the Center for Advanced Reproductive Services makes no guarantees as to the security or method of the packing or transfer method, to the safe thawing of the cryopreserved material, conception rates or to a successful pregnancy. Since the Center for Advanced Reproductive Services did not process this material initially, it cannot be held responsible for errors that may have occurred in sample identification or handling prior to arrival at the Center for Advanced Reproductive Services. I (we) have carefully read this agreement and fully understand its contents. I (we) am (are) aware that this form is a release of liability, and I (we) sign it of my (our) own free will.

We (I) understand that if our (my) samples were frozen by a method known as vitrification, that the samples are especially fragile. We (I) understand that The Center will not accept any responsibility for the condition or viability of samples frozen by vitrification and damaged during shipping.

Please initial here: _____ (Partner #1)

Please initial here: _____ (Partner #2; if applicable)

We (I) understand, consent and agree that the Center for Advanced Reproductive Services will thaw and prepare these samples for my treatment according to procedures provided by the Center which originally froze them. Center for Advanced Reproductive Services makes no guarantees that these samples will survive a thawing/warming process or result in a pregnancy .

We (I) consent to The Center storing our (my) cryopreserved materials for our (my) future use.

Our (my) cryopreserved materials will only be used for our (my) own medical treatments or that of my partner. At no time will the specimens be sold or used by any other individual (unless we (I) give written consent to donate the samples). Our (my) cryopreserved materials will be available for our (my) use only if our (my) account is paid in full.

We (I) understand that the storage processes involve the use of mechanical and/or electrical equipment. The Center will take reasonable measures to maintain and monitor this equipment. However, despite their best efforts, equipment failure may result in the damage or loss of one or more vials or straws of cryopreserved materials. We (I) understand and agree that The Center shall be responsible only for acts of negligence on its part and the part of its employees, contractors, consultants and authorized agents.

Infectious Diseases: We (I) understand that the Center for Advanced Reproductive Services requires certain infectious disease testing of individuals who provided the sperm and/or eggs that were frozen and/or used to produce embryos. These tests include but are not limited to tests for HIV (the AIDS virus), Hepatitis B and Hepatitis C prior to accepting these samples. We (I) understand, agree and consent that our (my) sample will be stored with samples with similar infectious disease status.

Embryo, Sperm/Testicular Tissue, Oocyte Storage: Conditions and Policies for Continued Storage:

We (I) understand and agree that it is a policy of The Center to store frozen samples for a maximum time period of five (5) years. At any time during the storage of our (my) samples, at the end of five years of storage or if The Center closes (whichever comes first) we (I) understand that we (I) have several options regarding my frozen samples in storage at The Center including:

1. Disposal of the samples according to American Society for Reproductive Medicine (ASRM) ethical standards.
2. Transfer of the cryopreserved samples from the Laboratory at the Center to another fertility center, long term storage facility or research facility.
3. Donation to research
4. Donation to another couple or individual if permitted under the terms of the original consent.

We (I) understand that each of these options requires execution of an additional written consent form at the time

that this option is exercised.

Fees for Storage and Billing Policies:

You will be charged a handling fee for the receipt of your sample and placing it into storage. The fee for the first quarter of storage of the frozen samples is included in the handling fee. At the end of the first quarter of storage, you will be billed quarterly, in advance, for continued storage of the samples, up to the five year maximum storage period. The billing and collection process is described below:

- All storage payments are due within thirty (30) days of receiving a statement.
- After thirty (30) days, all unpaid balances roll into the Center's collections module and a first collection letter will be sent.
- Thirty (30) days later, a second collection letter will be sent notifying you that payment is due or the matter will be referred to a collection agency. Thirty (30) days after the second letter, if no payment is received the matter will be referred to a collection agency.
- All accounts with two (2) unpaid quarters of storage billing (consecutive or not), will be automatically sent to collections.

We (I) understand that if two consecutive quarters of storage billing roll into the Center's collections module all subsequent quarterly storage billings will go directly to collections until all past balances have been paid. We (I) understand that all accounts must be kept current in order to undergo subsequent treatment or have access to the samples. If storage fees are entirely unpaid after one year in collection, the samples will be considered abandoned and will be discarded according to ASRM Ethical Guidelines.

We (I) understand it is my obligation to notify The Center of any change of address, and that if we (I) do not do so The Center is not liable for its inability to contact or bill us (me). If We (I) fail to do so or cannot be reached or do not respond to correspondence received from the Center for one year, we (I) understand and agree that the samples will be considered abandoned and will be discarded by the Center according to American Society for Reproductive Medicine Ethical Guidelines.

We (I) understand that we (I) may store our (my) frozen samples on site at The Center for up to 5 years in anticipation of utilizing them for subsequent fertility treatments. However, we (I) understand that The Center is not equipped to serve as a long term storage facility. After 5 years, we (I) agree to review our (my) options as described above.

We (I) acknowledge that, at any time during the five year maximum storage period or at the end thereof, we (I) can execute the appropriate consents to exercise any of the options listed above and that all storage fees will continue to accrue until The Center receives a properly executed consent for this procedure.

Conditions for Ongoing Storage:

Samples that are cryopreserved (frozen) may be in storage at the Center for extended periods of time (up to 5 years). Therefore, the conditions under which storage will be continued and what should be done with the samples if something were to happen to you must be defined from the beginning.

PLEASE COMPLETE ONLY THE SECTION THAT APPLIES TO YOUR SAMPLES:

EMBRYOS: What should be done with the cryopreserved embryos that are in storage at the Center in each of the following cases?

We (I) understand that any future use of these embryos will require the signature of the same individuals who sign this consent even if we are no longer a couple, except as provided below. If one member of the couple who signed the original consent has died, then a death certificate must be provided.

EMBRYOS: In the event of death:

1. We (I) understand, agree and consent that if **one** of us dies (PLEASE CHECK ONE AND BOTH PARTNERS SHOULD INITIAL):
 - The disposition of the embryos will be left to the surviving partner.

- The embryos will be discarded according to American Society for Reproductive Medicine Ethical Guidelines.

Partner #1 Initials _____

Partner #2 Initials _____

2. We (I) understand, agree and consent that if **both** of us dies (PLEASE CHECK ONE AND BOTH PARTNERS SHOULD INITIAL):

- The embryos will be discarded according to American Society for Reproductive Medicine Ethical Guidelines unless otherwise provided for according to our will.
- The embryos will be transported to a long term storage facility at the expense of our (my) estate and that if that is not possible the embryos will be discarded according to American Society for Reproductive Medicine Ethical Guidelines.

Partner #1 Initials _____

Partner #2 Initials _____

3. I understand that if I am single, and I die without a partner then

- The embryos will be discarded according to American Society for Reproductive Medicine Ethical Guidelines.

Initial: _____

EMBRYOS: In the event that we divorce or our relationship ends:

We (I) understand, agree and consent that if **we divorce** or our relationship ends (PLEASE CHECK ONE AND BOTH PARTNERS SHOULD INITIAL):

- Custodial decisions and expenses will be left to the following partner/ Please write in the name of the partner). Please note that custodial decisions refer to ongoing storage logistics and not to use of the embryos. In all cases, consents to use, donate or discard the embryos will require the signature of the same individuals who sign this consent

(Write in Partner Name)

Write Designee Phone Number and Address:

Phone: _____

Partner #1 Initials _____

Partner #2 Initials _____

- The embryos will be discarded according to American Society for Reproductive Medicine Ethical Guidelines.

Partner #1 Initials _____

Partner #2 Initials _____

We (I) understand and agree that, in any situation where there is a conflict between the parties, the embryos will be moved to a long term storage facility at (our) my expense. We(I) understand and agree that if I die then a death certificate must be provided in order to complete my instructions.

SPERM/TESTICULAR TISSUE SAMPLES: What would happen to the sperm or tissue samples if I were to die while they were in storage at the Center?

Sperm and Tissue samples that are cryopreserved (frozen) may be in storage at the Center for extended periods of time (up to 5 years). Therefore, the conditions under which storage will be continued and what should be done with the sperm if something were to happen to you must be defined from the beginning.

SPERM/TESTICULAR TISSUE SAMPLES: In the event of my death while the sperm or tissue samples are in storage at the Center:

I understand, agree and consent that if I die during the time that the frozen sperm/testicular tissue samples are still at the Center (PLEASE CHECK ONE AND INITIAL):

- Be discarded according to American Society for Reproductive Medicine Ethical Guidelines (this is the only option for adult men not in a committed relationship and minors) **OR**
- Be transferred to my spouse or partner for his or her own family building efforts (Not applicable for adult men not in a committed relationship and minors)

(Write in Partner Name)

Write Partner Phone Number and Address:

Phone: _____

- The samples may be donated to research provided that the research does not involve the use of the samples for fertilization.

Male's Initials _____

I understand and agree that, in any situation where there is a conflict between the parties, the samples will be moved to a long term storage facility at my expense. I understand and agree that if I die then a death certificate must be provided in order to complete my instructions.

EGGS: What would happen to the oocytes (eggs) if I were to die while they were in storage at the Center?

Eggs that are cryopreserved (frozen) may be in storage at the Center for extended periods of time (up to 5 years). Therefore, the conditions under which storage will be continued and what should be done with the eggs if something were to happen to you must be defined from the beginning.

EGGS: In the event of my death while the oocytes (eggs) are in storage at the Center:

I understand, agree and consent that if I die during the time that the frozen oocytes are still at the Center (PLEASE CHECK ONE AND INITIAL):

Be discarded according to American Society for Reproductive Medicine Ethical Guidelines (this is the only option for adult women not in a committed relationship and minors) **OR**

Be transferred to my spouse or partner for his or her own family building efforts (Not applicable for adult women not in a committed relationship and minors)

(Write in Partner Name)

Write Designee Phone Number and Address:

Phone: _____

The oocytes may be donated to research provided that the research does not involve the fertilization of the eggs.

Female's Initials _____

I understand and agree that, in any situation where there is a conflict between the parties, the oocytes will be moved to a long term storage facility at my expense. I understand and agree that if I die then a death certificate must be provided in order to complete my instructions.

Other Considerations:

Confidentiality. I understand the confidentiality of medical records, including any photographs, X-rays or recordings, will be maintained in accordance with applicable state and federal laws. I may request my records be released to other physicians.

Legal Actions. I understand, agree and consent that any legal actions that are required as a result of disagreements between the parties about the disposition or use of the frozen samples will be at our (my) expense.

I expect this procedure to be performed with not less than the customary standard of care. I understand the risks and benefits as outlined, and further understand and agree that The Center shall be responsible only for acts of negligence on its part and the part of its employees, contractors, and consultants and authorized agents.

We (I) release The Center, its employees, contractors, consultants and authorized agents, from responsibility for the outcome of the freezing and thawing process, including the release of responsibility for occurrence of pregnancy, outcome of pregnancy, including birth defects, and transmission of any infectious disease or genetic abnormality through use of these cryopreserved materials.

We (I) acknowledge that this transfer in consent requires the signature of both members of the couple who signed the original embryo cryopreservation consent for embryo transfer, of the male partner only for his sperm, epididymal and/or testicular tissue transfer and of the couple or single female patient for cryopreserved eggs or donor sperm. We (I) agree that if we (I) inherited these cryopreserved materials for our (my) own use or obtained the cryopreserved materials for use from a known donor, copies of these agreements and/or consents must be provided along with this consent. In that case, only the signature of the individual(s) (the recipient(s)) involved in that agreement is (are) required.

Furthermore, our (my) signature documents that we (I) have had the opportunity to ask questions and have had these questions answered to our (my) satisfaction.

Please refer to the above for required signatures.

_____/_____/_____
Date Partner #1 Signature Print Name

Time: _____AM/PM

_____/_____/_____
Date Witnessed By: Print Name

Time: _____AM/PM

Date: ____/____/_____
Partner #2 Signature Print Name

Time: _____AM/PM

_____/_____/_____
Date Witnessed By: Print Name

Time: _____AM/PM

***** If no partner, write N/A**

Note: Each Signature Must Be Witnessed Separately

CARS (The Center) Representative Signature:

This consent has been discussed with the patient or his/her parent/guardian (if applicable).

Date: ____/____/_____
CARS Representative Signature

Time: _____AM/PM

THE CENTER FOR ADVANCED REPRODUCTIVE SERVICES IN HARTFORD OR IN FARMINGTON MUST RECEIVE THIS CONSENT FORM PRIOR TO THE DISPOSITION OF THE MATERIALS. THIS COMPLETED AND NOTARIZED FORM MUST BE MAILED TO:

Hartford Office Patients
New London Office Patients

Farmington Office Patients
All Other Patients

Center for Advanced Reproductive Services
50 Columbus Blvd.
Hartford, CT 06106
Tel. 860-525-8283
Fax: 860-525-8328

Center for Advanced Reproductive Services
2 Batterson Park Road
Farmington, CT 06032
Tel. 860-321-7082
Fax:
Attn:

- Important:** Please check here if a notarized version of this signature page is attached. (Note: it *is* acceptable for one member of the couple to sign in person in the office and the other to sign notarized version).