

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

CONSENT TO PERFORM THERAPEUTIC DONOR INSEMINATION

WITH ANONYMOUS DONOR SPERM

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), the undersigned, request, authorize and consent to the performance of one or more Therapeutic Donor Insemination(s) with sperm from an anonymous donor, by The Center for Advanced Reproductive Services, PC (CARS) (The Center), and as appropriate, its employees, contractors, consultants and authorized agents.

Description of the Procedure:

The process of therapeutic donor insemination using an anonymous sperm donor includes but is not limited to the following steps:

1. Selection and purchase of anonymous sperm donor from a commercial sperm bank that has been previously approved by the Center.
2. Shipping of the sample to the Center for use in artificial insemination or assisted reproductive technologies.
3. Storage of the sample at the Center until use.
4. Thawing, preparation and use of the sample in an attempt to produce a pregnancy using either artificial insemination or assisted reproductive technologies. We (I) understand that we (I) will also sign additional consents for these procedures.

Transport of Samples to The Center for Advanced Reproductive Services, PC (CARS) (The Center), and Ongoing Storage:

The Center for Advanced Reproductive Services, PC (The Center), and, as appropriate, its employees, contractors, consultants and authorized agents, agrees to provide its best efforts to receive the cryopreserved donor sperm in a container provided by the commercial sperm bank. This receipt will be performed consistent with written directions provided by that commercial sperm bank. The Center for Advanced Reproductive Services, PC (The Center), shall *not* be responsible for the safety, physical integrity or identity of the cryopreserved material prior to its arrival at The Center for Advanced Reproductive Services, PC (The Center).

We (I) are (am) aware that the transporting of cryopreserved donor sperm involves certain risks to that material, and if any of this donor sperm thaws during transport, it may be damaged or destroyed. We (I) further understand and agree that we (I) must only order samples for receipt by The Center for Advanced Reproductive Services, PC (The Center), by appointment only on specific days of the work week and that failure to follow instructions provided may result in damage to or destruction of the samples and additional costs. We (I) understand, agree and consent that we (I) may only order donor samples from a commercial sperm bank that has previously been approved by the Center.

We (I) agree to accept any and all costs and risks involved in the transporting of the cryopreserved donor sperm. We (I) hereby release The Center for Advanced Reproductive Services, PC (The Center), its employees, contractors, consultants and authorized agents from any and all responsibility for the safety and integrity of the cryopreserved donor sperm, prior to the possession and control of The Center for Advanced Reproductive Services, PC (The Center). We (I) acknowledge that The Center for Advanced Reproductive Services, PC (The Center), makes no guarantees as to the security or method of the packing or transfer method, to the safe thawing of the cryopreserved donor sperm, conception rates or to a successful pregnancy. Since The Center for Advanced Reproductive Services, PC (The Center), 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, PC (The Center). We (I) 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.

Furthermore, we (I) consent to The Center for Advanced Reproductive Services, PC (The Center), storing our (my) cryopreserved donor sperm for our (my) future use. Our (my) cryopreserved donor sperm 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.

We (I) understand that the storage processes involve the use of mechanical and/or electrical equipment. The Center for Advanced Reproductive Services, PC (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 donor sperm. We (I) understand and agree that The Center for Advanced Reproductive Services, PC (The Center), shall be responsible only for acts of negligence on its part and the part of its employees, contractors, consultants and authorized agents if equipment failure occurs.

Our (my) cryopreserved donor sperm will be available for our (my) use only if our (my) account is paid in full. We (I) understand and agree that our (my) cryopreserved donor sperm will be stored by The Center for Advanced Reproductive Services, PC (The Center), for one quarter (three months) as part of the initial storage and handling fee charged when the shipment is received. After the initial storage period is completed, we (I) will be billed prospectively for storage on a **quarterly** basis. The storage fee is not pro-rated or reduced for unused periods.

We (I) understand that we (I) may decide, at any time, to terminate this agreement and have the specimens destroyed (after signing a disposal consent) or to transfer them to another fertility center or long term storage facility (after signing a consent to transfer samples out), and that the costs and responsibilities are ours (mine). If I choose to destroy my specimens all storage fees will continue to accrue until The Center receives a properly executed Disposal Consent.

Conditions of Continued Storage of Donor Samples:

Donor samples 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 donor samples if something were to happen to you or your partner (if applicable) must be defined from the beginning.

What should be done with the cryopreserved donor samples in each of the following cases?

We (I) understand that any future use of these samples 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.

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

Initial: _____

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 donor samples. In all cases, consents to use, donate or discard the donor samples 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 donor samples will be discarded according to American Society for Reproductive Medicine Ethical Guidelines.

Partner #1 Initials _____

Partner #2 Initials _____

Fees for Storage and Billing Policies:

We (I) understand and agree that we (I) will be charged a handling fee for the receipt of the 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, we (I) 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 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 Guidelines.

We (I) understand it is our (my) obligation to notify The Center for Advanced Reproductive Services, PC (The Center), of any change of address, and that if we (I) do not do so, The Center for Advanced Reproductive Services, PC (The Center), is not liable for its inability to contact or bill us (me), or for any destruction of specimens considered abandoned.

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 which may include, moving the samples to a long term storage facility, donating the samples to another couple or individual, donating the samples to research or discarding the samples. We (I) understand that none of the aforementioned options can be exercised without our (my) informed written consent unless we (I) have abandoned the samples as defined 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 including moving the samples to a long term storage facility, donating the samples to research or discarding the samples and that ***all storage fees will continue to accrue until The Center receives a properly executed consent for this procedure.***

Special Considerations in the Use of Therapeutic Donor Insemination with Anonymous Donor Sperm:

The use of an anonymous sperm donor for artificial insemination or assisted reproductive technologies, its risks, benefits, and alternatives have been explained to us (me) by the staff of The Center for Advanced Reproductive Services, PC (The Center), and as appropriate, its employees, contractors, consultants and authorized agents. The process involves obtaining the necessary sperm from a donor who shall not be advised of our (my) identity, nor shall we (I) ever be advised of the identity of the donor unless we (I) have purchased sperm from a bank with donors who are willing to be identified in the future.

We (I) agree and consent that an anonymous sperm donor will be selected by us (me) and we (I) bear responsibility for that choice including disclosure of any medical history or special circumstances that may be important in donor selection. We (I) understand and agree that we may only purchase anonymous donor sperm from a commercial sperm bank that has met selection criteria set forth by The Center for Advanced Reproductive Services, PC (The Center). We (I) further understand that The Center for Advanced Reproductive Services, PC (The Center), does not test or screen these donors in any way and that process is the sole responsibility of the sperm bank from which we (I) purchase the specimens.

We (I) consent to any blood tests, infectious disease or genetic testing and any other tests, interviews or screening required for donor insemination. We (I) understand that the cost of this testing will be born by us (me).

We (I), agree to notify The Center for Advanced Reproductive Services, PC (The Center), of any genetic disease that occurs in a child conceived by these inseminations. We (I) understand that there is no guarantee that the use of anonymous donor sperm will result in a pregnancy. We (I) further understand that within the normal human population a certain percentage (approximately 2%) of children are born with physical or mental defects and that the occurrence of such defects is beyond the control of physicians. We (I) therefore understand and agree that The Center for Advanced Reproductive Services, PC (The Center), and as appropriate, its physicians, employees, contractors, consultants and authorized agents do not assume responsibility for the physical and mental characteristics of any child or children born as a result of the use of anonymous donor sperm. We (I) also understand and accept that any pregnancy carries with it the risk of obstetrical complications and/or spontaneous abortion.

We (I) also understand that The Center for Advanced Reproductive Services, PC (The Center), and/or sperm banks providing anonymous donor sperm samples, make best efforts to record the number of offspring of any given donor but that a small risk of inadvertent consanguinity (intermarriage between siblings) exists when children are born to different parents in the same geographic area.

We (I) understand, agree and consent that the long term storage of donor samples at the Center may carry additional risk. The commercial sperm bank from which the original donor samples are purchased may be notified of birth defect, infectious diseases or a medical issue that has occurred with this sperm donor or his resulting children. In addition, donor samples are sometimes recalled or use of certain donors is discontinued for safety or other reasons. The Center may not be notified of this problem and this could result in the use of sample that may be compromised in some way. The Center strongly recommends that couples/individuals only purchase samples and have the samples shipped to the Center for use in a single cycle to minimize this risk.

Parental Rights and Responsibilities:

We (I) understand and accept our (my) responsibilities for the care of any child resulting from the use of donor sperm, and it is our (my) intent to be the legal parent(s) of any child that results from the use of donor sperm, with all the rights and responsibilities that come with parenting. Under no conditions will we (I) seek financial aid from the donor or The Center for Advanced Reproductive Services. We (I) understand that neither the Center nor the donor will assume any financial responsibility for the upbringing of any child resulting from the use of donor sperm under any circumstances except as provided by law. We (I) assume responsibility for all costs associated with the use of donor sperm.

We (I) are/am aware that while there are laws in the state of Connecticut governing the legitimacy and legal status of children born following the use of donor sperm, there are no such laws related to the use of donor embryos or gestational carriers. Furthermore, these laws only protect children that are actually born in Connecticut (not just conceived in the state). We (I) understand that the laws governing egg/embryo/sperm donation regarding who are the legal parents vary from state to state. In some cases the intended parents may obtain a Pre-Birth Court order establishing their parental rights and in some states they will need to formally adopt the child (or children). The Center does not offer legal advice on these matters and we (I) acknowledge and agree that we (I) must consult an attorney with expertise in family law related to assisted reproductive technologies in the state where the child will be delivered concerning these matters.

As appropriate, it is further agreed that from conception, I _____, **(insert name of partner if applicable, write N/A for single woman)** as husband/ partner, accept the act of insemination as my own and agree:

- a. That such child or children conceived or born shall be considered to be my legitimate children and heirs of my body and
- b. That I hereby waive forever any right which I might have to disclaim or omit the child or children as my legitimate heir or heirs, and
- c. That such child or children conceived or born shall be considered to be in all respects, including descent and distribution of my property, a child or children of my body.
- d. That I may be contacted periodically to verify my continued consent to participate in this treatment.

We agree and consent that the partner signing this consent *may* be contacted periodically by phone, mail or during visits to The Center for Advanced Reproductive Services, PC (The Center), to verify his/her continued participation and consent to this treatment. We (I) understand, agree and consent that he/she may withdraw his/her consent at any time by notifying The Center for Advanced Reproductive Services, PC (The Center) in writing.

Other Considerations:

Confidentiality. We (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. We (I) may request our records be released to other physicians.

Legal Actions. We (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 sperm, eggs or embryos will be at our (my) expense.

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

We (I) have had the opportunity to review this treatment and ask questions of our (my) physician concerning alternative options to Therapeutic Donor Insemination, including adoption and no treatment, in an effort to help us overcome our (my) infertility.

The nature of Therapeutic Donor Insemination with an anonymous donor has been explained to us (me), together with the known risks. We (I) understand the explanation that has been given to us. We (I) have had the opportunity to ask any questions we (I) might have and those questions have been answered to our (my) satisfaction. Any further questions may be addressed to The Center staff or my physician at (860) 679-4580. We (I) acknowledge that Therapeutic Donor Insemination is being performed at our (my) request and with our (my) consent.

We (I) understand, agree and acknowledge that we (I) are (am) not married to individuals who are not parties to this informed consent.

_____/_____/_____
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.

Date: ____/____/_____
CARS Representative Signature

Time: ____AM/PM

- 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).

Initials of CARS Representative_____