



Strong Fertility Center  
500 Red Creek Dr., Suite 220, Rochester, NY 14623  
Phone: 585.487.3378 Fax: 585.334.8998

Patient Name: \_\_\_\_\_

Patient DOB: \_\_\_\_\_

MRN: \_\_\_\_\_

## CONSENT TO RECEIVE CRYOPRESERVED EMBRYOS

I/We, \_\_\_\_\_ hereby confirm the request to have my/our cryopreserved embryo(s) transferred from the custody of clinic designated below to Strong Fertility Center (henceforth referred to as "SFC").

Facility Name: \_\_\_\_\_

Facility Contact Name: \_\_\_\_\_

Facility Contact Phone Number: \_\_\_\_\_

**Please verify that your embryo(s) were created by licensed NYS tissue bank. If your embryo(s) were generated from an out-of-state tissue bank, which is not licensed by NYS-DOH, then the IVF lab will have to request permission from New York State in order to receive the embryo(s).**

I/We understand that:

1. The above designated facility will document to SFC their willingness to transfer the embryo(s) prior to shipment.
2. The embryos(s) will be shipped in a liquid nitrogen charged dry shipper via a commercial airline carrier / courier or other pre-arranged transport methods.
3. Instructions concerning handling, warming, and SART reporting data sheet will be provided by designated facility to SFC.
4. SFC will take no responsibility to investigate the expertise, credentials, or certification of the institution and its personnel designated to transfer the embryo(s) prior to shipping and transfer.
5. I/We are responsible for all associated shipping, processing, and storage fees.

The risks associated with the transfer of materials have been explained, and I/we fully understand the risks involved in the transport and storage of the embryo(s), including the possible thawing and destruction of the embryo(s) while in the care of a third party. I/We also understand that there is no guarantee that the embryo(s) will survive the warming process after transfer to SFC and/or result in a successful pregnancy. With knowledge of these risks, I/we accept responsibility for the decision to transfer the cryopreserved embryos(s) to SFC.

I/We hereby release SFC, its agents, officers, and personnel from all liability concerning the aforementioned embryo(s). I/We acknowledge that I/we have read and fully understand all information contained in this consent and have been given the opportunity to request clarification of any aspects not fully understood. By signing below, I/we hereby consent to transferring the cryopreserved embryo(s) from the aforementioned outside facility to SFC and understand the risks involved.

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## *Disposition of Embryos*

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Because of the possibility of you and/or your partner's separation, divorce, incapacitation, or death after embryos have been created, it is important to decide on the disposition of any embryos (fresh or cryopreserved) that remain in the laboratory in these situations. Since this is a rapidly evolving field, both medically and legally, the clinic cannot guarantee what the available or acceptable options for disposition will be at any future date.

Currently, the alternatives are:

1. Continued use by one partner with the contemporaneous permission of the other partner for that use.
2. Discarding the cryopreserved embryo(s).
3. Donating the cryopreserved embryo(s) to the IVF laboratory for research or training purposes.
4. Donating the cryopreserved embryo(s) to another infertile couple in order to attempt pregnancy.  
(In this case, you may be required to undergo additional infectious disease testing and screening due to federal or state requirements.)

This agreement provides several choices for disposition of embryos in the following hypothetical circumstances: death of the patient or the patient's spouse or partner, separation or divorce of the patient and the patient's spouse/partner, successful completion of IVF treatment, decision to discontinue IVF treatment, and upon failure to pay fees for frozen embryo storage.

I/We agree that in the absence of a more recent written and witnessed consent form, **Strong Fertility Center** (hereafter referred to as "the clinic") is authorized to act on our choices indicated below, so far as it is practical.

**I/We also agree that in the event that either our chosen dispositional choices are not available or we fail to preserve any choices made herein, whether through nonpayment of storage fees or otherwise, the clinic is authorized to discard and destroy our embryos.**

Note:

- Embryos cannot be used to produce pregnancy against the wishes of the partner. For example, in the event of a separation or divorce, embryos cannot be used to create a pregnancy without the express, written consent of both parties, even if donor gametes were used to create the embryos.
- Embryo donation to achieve a pregnancy is regulated by the FDA (U.S. Food and Drug Administration) as well as state laws, as pertains to donated tissue; certain screening and testing of the persons providing the sperm and eggs are required before donation can occur.
- You are free to revise the choices you indicate here at any time by completing another form and having it Notarized.
- Your wills should also include your wishes concerning disposition of your embryos and should be consistent with this consent form. Any discrepancies will need to be resolved by court decree.
- Please check the appropriate box in each section to delineate your wishes, and initial the bottom of each page.

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### Death of Patient

In the event that the patient dies prior to use of all the embryos, we agree that the embryos should be disposed of in the following manner (check only one box):

Award to patient's spouse or partner, which gives them complete control for any purpose, including implantation, donation for research, or destruction. This may entail maintaining the embryos in storage, and remitting any fees or other payments due to the clinic for cryopreservation or storage services.

Donate to another infertile individual or couple for reproductive purposes. This may entail maintaining the embryos in storage and remitting any fees and other payments due to the clinic for cryopreservation or storage services. If you wish, you may designate an individual or couple to receive the embryos here. In the event that the designated individual or couple is unable or unwilling to accept the embryos, the clinic will control the donation.

Please donate to:

Name	_____
Address	_____
Telephone	_____
Email	_____

**Special note for embryos created with donor gametes:** If your embryos were formed using gametes (eggs or sperm) from a known third-party donor, your instruction to donate these embryos to another couple or individual must be consistent with and in accordance with any and all prior agreements made with the gamete donor(s). If anonymous donor gametes were used, written authorization from the gamete donor must be obtained to use these gametes for anything other than reproduction or destruction of the embryos.

Award to the IVF laboratory for research or training purposes, which may result in the destruction of the embryos but will not result in the birth of a child.

Destroy the embryos.

**Default Disposition: I/We understand and agree that in the event that none of our elected choices are available, as determined by the clinic, the clinic is authorized, without further notice to us, to destroy and discard our embryos.**

### Death of Spouse or Partner

In the event that the patient's spouse or partner dies prior to use of all the embryos, we agree that the embryos should be disposed of in the following manner (check one box only):

Award to patient, which gives them complete control for any purpose, including implantation, donation for research, or destruction. This may entail maintaining the embryos in storage, and remitting any fees or other payments due to the clinic for cryopreservation or storage services.



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Donate to another infertile individual or couple for reproductive purposes. This may entail maintaining the embryos in storage and remitting any fees and other payments due to the clinic for cryopreservation or storage services. If you wish, you may designate an individual or couple to receive the embryos here. In the event that the designated individual or couple is unable or unwilling to accept the embryos, the clinic will control the donation.

Please donate to:      Name            \_\_\_\_\_  
   Address        \_\_\_\_\_  
   Telephone    \_\_\_\_\_  
   Email         \_\_\_\_\_

**Special note for embryos created with donor gametes:** If your embryos were formed using gametes (eggs or sperm) from a known third-party donor, your instruction to donate these embryos to another couple or individual must be consistent with and in accordance with any and all prior agreements made with the gamete donor(s). If anonymous donor gametes were used, written authorization from the gamete donor must be obtained to use these gametes for anything other than reproduction or destruction of the embryos.

Award to the IVF laboratory for research or training purposes, which may result in the destruction of the embryos but will not result in the birth of a child.

Destroy the embryos.

**Default Disposition: I/We understand and agree that in the event none of our elected choices are available, as determined by the clinic, the clinic is authorized, without further notice to us, to destroy and discard our embryos.**

### Simultaneous Death of Patient and Spouse or Partner

In the event that both the patient and patient's spouse or partner die at the same time prior to use of all the embryos, we agree that the embryos should be disposed of in the following manner (check one box only):

Donate to another infertile individual or couple for reproductive purposes. This may entail maintaining the embryos in storage and remitting any fees and other payments due to the clinic for cryopreservation or storage services. If you wish, you may designate an individual or couple to receive the embryos here. In the event that the designated individual or couple is unable or unwilling to accept the embryos, the clinic will control the donation.

Please donate to:      Name            \_\_\_\_\_  
   Address        \_\_\_\_\_  
   Telephone    \_\_\_\_\_  
   Email         \_\_\_\_\_

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**Special note for embryos created with donor gametes:** If your embryos were formed using gametes (eggs or sperm) from a known third-party donor, your instruction to donate these embryos to another couple or individual must be consistent with and in accordance with any and all prior agreements made with the gamete donor(s). If anonymous donor gametes were used, written authorization from the gamete donor must be obtained to use these gametes for anything other than reproduction or destruction of the embryos.

- Award to the IVF laboratory for research or training purposes, which may result in the destruction of the embryos but will not result in the birth of a child.
- Destroy the embryos.

**Default Disposition**

**I/We understand and agree that in the event none of our elected choices are available, as determined by the clinic, the clinic is authorized, without further notice to us, to destroy and discard our embryos.**

**Divorce or Dissolution of Relationship**

In the event the patient and patient's spouse are divorced or the patient and patient's partner dissolve their relationship, we agree that the embryos should be disposed of in the following manner (check one box only):

- A court decree and/or settlement agreement will be presented to the Clinic directing use to achieve a pregnancy in one of us or donation to another infertile individual or couple for that purpose.
- Award to the IVF laboratory for research or training purposes, which may result in the destruction of the embryos but will not result in the birth of a child.
- Destroy the embryos.

**Default Disposition**

**I/We understand and agree that in the event none of our elected choices are available, as determined by the clinic, the clinic is authorized, without further notice to us, to destroy and discard our embryos.**

**Discontinuation of IVF Treatment**

In the event the patient and the patient's spouse or partner mutually agree to discontinue IVF treatment, we agree that any remaining embryos should be disposed of in the following manner (check one box only):

- Award to patient, which gives complete control for any purpose, including implantation, donation for research, or destruction. This may entail maintaining the embryos in storage and remitting any fees or other payments due to the clinic for cryopreservation and storage services.

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- Award to spouse or partner, which gives complete control for any purpose, including implantation, donation for research, or destruction. This may entail maintaining the embryos in storage and remitting any fees or other payments due to the clinic for cryopreservation and storage services.
- Donate to another infertile individual or couple for reproductive purposes. If you wish, you may designate an individual or couple to receive the embryos here. In the event that the designated individual or couple or is unable or unwilling to accept the frozen embryos, the clinic will control the donation.

Please donate to:

Name	_____
Address	_____
Telephone	_____
Email	_____

**Special note for embryos created with donor gametes:** If your embryos were formed using gametes (eggs or sperm) from a known third party donor, your instruction to donate these embryos to another couple or individual must be consistent with and in accordance with any and all prior agreements made with the gamete donor(s). If anonymous donor gametes were used, written authorization from the gamete donor must be obtained to use these gametes for anything other than reproduction or destruction of the embryos.

- Award for research purposes, including but not limited to embryonic stem cell research, which may result in the destruction of the embryos but will not result in the birth of a child.
- Destroy the embryos.
- Other disposition (please specify): \_\_\_\_\_

**Default Disposition**

**I/We understand and agree that in the event none of our elected choices are available, as determined by the Clinic, the clinic is authorized, without further notice to us, to destroy and discard our embryos.**

**Nonpayment of Cryopreservation Storage Fees**

Maintaining embryos in a frozen state is labor intensive and expensive. Along these lines, there are fees associated with freezing and maintaining cryopreserved embryos. Patients/couples who have frozen embryos must remain in contact with the clinic on an annual basis in order to inform the clinic of any changes in their wishes regarding the disposition of their embryos, as well as to pay fees associated with the storage of their embryos. In situations where there is no contact with the clinic for a period of 1 year or fees associated with embryo storage have not been paid for a period of 1 year, and the clinic is unable to contact the patient after reasonable efforts have been made (via registered mail at last known address), the embryos may be destroyed by the clinic in accordance with routine laboratory procedures and applicable law.

If I/we fail to pay the overdue storage fees within 30 days from the date of said mailing, such failure to pay constitutes my/our express authorization to the clinic to follow the disposition instructions we have elected below without further communications to or from us (check one box only):



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- Award to the IVF laboratory for research or training purposes, which may result in the destruction of the frozen embryos but will not result in the birth of a child.
- Destroy the frozen embryos.

**Default Disposition**

**I/We understand and agree that in the event none of our elected choices are available, as determined by the clinic, the clinic is authorized, without further notice to us, to destroy and discard our frozen embryos.**

**Time-Limited Storage of Embryos**

The Clinic will only maintain cryopreserved embryos for a period of one year without an active IUI or IVF cycle. After that time, we elect to (check one box only):

- Award to the IVF laboratory for research or training purposes, which may result in the destruction of the frozen embryos but will not result in the birth of a child.
- Destroy the frozen embryos.
- Transfer to a long-term storage facility at our expense.

**Default Disposition**

**I/We understand and agree that in the event none of our elected choices are available, as determined by the clinic, the clinic is authorized, without further notice to us, to destroy and discard our frozen embryos.**

**Age-Limited Storage of Embryos**

I/We understand that that additional screening and physician approval will be required for an embryo transfer after age 45. If it is determined that pregnancy is not medically safe, we would elect to (check one box only):

- A court decree and/or settlement agreement will be presented directing use to achieve a pregnancy in the one of us that has not reached this age limit.
- Donate to another infertile individual or couple for reproductive purposes. If you wish, you may designate an individual or couple to receive the embryos here. In the event that the designated individual or couple or is unable or unwilling to accept the frozen embryos, the clinic will control the donation.

Please donate to:

Name	_____
Address	_____
	_____
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**Special note for embryos created with donor gametes:** If your embryos were formed using gametes (eggs or sperm) from a known third-party donor, your instruction to donate these embryos to another couple or individual must

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be consistent with and in accordance with any and all prior agreements made with the gamete donor(s). If anonymous donor gametes were used, written authorization from the gamete donor must be obtained to use these gametes for anything other than reproduction or destruction of the embryos.

- Award to the IVF laboratory for research or training purposes, which may result in the destruction of the frozen embryos but will not result in the birth of a child.
- Transfer to a long-term storage facility at our expense.
- Destroy the frozen embryos.

**Default Disposition**

**I/We understand and agree that in the event none of our elected choices are available, as determined by the clinic, the clinic is authorized, without further notice to us, to destroy and discard our frozen embryos.**

**Donation of Frozen Embryos for Research Purposes**

If you selected the option “Award for to the IVF laboratory for research or training purposes” under any of the preceding circumstances, as a donor of human embryos to research, including but not limited to stem cell research, you should be aware of the following:

- Donating embryo(s) for research may not be possible or may be restricted by law. While efforts will be made to abide by your wishes, no guarantees can be given that said embryo(s) will be used for research. In these instances, if after five years no recipient or research project can be identified, or if your embryos are not eligible, your embryo(s) will be destroyed and discarded by the lab in accordance with laboratory procedures and applicable laws.
- The embryos may be used to derive human pluripotent stem cells for research, and the cells may be used, at some future time, for human transplantation research.
- All patient identifiers associated with the embryos will be removed prior to donation to research or the derivation of human pluripotent stem cells.
- Donors to research will not receive any information about subsequent testing on the embryo or details regarding embryo use to derive human pluripotent cells.
- Derived cells or cell lines, with all identifiers removed, may be kept for many years.
- It is possible that the donated material may have commercial potential, but the donor will receive no financial compensation or any other benefit from any future commercial development.
- Human pluripotent stem cell research is not intended to provide direct medical benefit to the embryo donor.
- Donated embryos will not be transferred to a woman’s uterus, nor will the embryos survive the human pluripotent stem cell derivation process. Embryos will be handled respectfully, as is appropriate for all human tissue used in research.
- If the donated embryos were formed with gametes (eggs or sperm) from someone other than the patient and the patient’s spouse or partner (those who signatures appear on this document), the gamete donor(s) may be required to provide a signed, written consent for use of the resulting embryos for research purposes.





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Legal Considerations and Legal Counsel

The law regarding embryo cryopreservation, the subsequent thaw and use of embryos, and the parent-child status of any resulting child(ren) may be unsettled either in the state in which the aforementioned assisted reproductive technology program (clinic) is located or in the state in which the patient, patient’s spouse/partner, and/or donor resides.

We acknowledge that the clinic has not given us legal advice, that we are not relying on the clinic to give us any legal advice, and that we have been informed that we may wish to consult a lawyer who is experienced in the areas of reproductive law and embryo cryopreservation/disposition if we have any questions or concerns about the current or future status of our embryos, our individual or joint access to them, our individual or joint parental status regarding any resulting child, or about any other aspect of this consent and agreement.

Our signatures below certify the disposition selections we have made above. We understand that we can change our selections in the future but will need mutual and written agreement as outlined above. We also understand that in the event that none of our elected choices is available, the clinic is authorized, without further notice from us, to destroy and discard our frozen embryos.

PATIENT: Signature: \_\_\_\_\_ Date: \_\_\_\_\_

PARTNER: Signature: \_\_\_\_\_ Date: \_\_\_\_\_

WITNESS: Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Physician/Physician Designee/Notary