
Embryo Donation

Information & Disposition Instruction

You may have embryos in cryostorage that were created during a previous IVF cycle that you no longer wish to use yourself to have a child. If your remaining frozen embryo(s) meet certain minimum criteria for donation, you may donate them to someone else in order for that person to have a child, using your previously frozen embryo(s). Before this can happen, you may need to undergo psychological counseling and additional blood tests.

Special Considerations

Donating embryos to anyone, whether it is someone you know like a close friend or relative, or whether it is someone who is not known to you, may carry some risks. There may be emotional and psychological risks to a woman and her partner and family giving up their embryos to another person. In addition, you may not be given any information about to whom your embryos are being donated.

Please indicate below whether you would like to choose the person to receive your donated embryo(s), or whether you would like to have Strong Fertility Center determine an appropriate recipient of the embryo(s).

Please check the appropriate choice and initial:

- I wish to transfer the embryo to the following entity where the embryo donation will occur:

Partner 1 Initials: _____

Partner 2 Initials: _____

- We/I designate (choose) the person or couple listed below as the recipient(s) of these embryos. Please be aware that the person you choose can decide NOT to accept the embryo(s). You should also be aware that Strong Fertility Center may refuse to transfer embryo(s) to a recipient that is determined to be inappropriate to carry a pregnancy.

Designee _____

Partner 1 Initials: _____

Partner 2 Initials: _____

We/I authorize Strong Fertility Center to discard the embryos if the embryos are not donated within 2 years of this consent.

Partner 1 Initials: _____

Partner 2 Initials: _____

If the person or couple we/I have chosen to receive the donated embryo(s) does NOT wish to accept them, then we/I authorize Strong Fertility Center to either

Discard the embryos;

Partner 1 Initials: _____

Partner 2 Initials: _____

Or, allow Strong Fertility Center to select a recipient for the donated embryo(s).

Partner 1 Initials: _____

Partner 2 Initials: _____

Screening

Before the embryos can be donated, the persons who provided the eggs and the sperm to create the embryo(s) must undergo blood tests including infectious disease or genetic testing, as well as any other tests, interviews, or screening required to permit donation of these embryos as specified by state and federal law. Embryos cryopreserved after May 25, 2005 may not be donated anonymously unless federally mandated infectious disease testing and related requirements were completed on both egg and sperm source within 30 days (egg) or within 7 days (sperm) of the egg retrieval. However, embryos which were cryopreserved with the intent of the partners using them to create their own pregnancy (sexually intimate partners) but which subsequently are donated may undergo testing and screening at the time of donation. All screening and testing expenses will be paid in full by the recipient(s).

Psychological Screening

Guidelines from the American Society for Reproductive Medicine (ASRM) include a strong recommendation for a person or couple donating their embryo(s) to undergo psychological counselling. Participation as an embryo donor can be time consuming and stressful. If the counselor feels that you need further support, you may be referred for continued counseling. If you

like, you may also have an interview with the counselor after you have concluded your participation as a donor.

Infectious Disease Screening

These tests will look for infections that could endanger the recipients or their pregnancy, or contaminate the embryology laboratory and endanger other embryos. In the event recommended infectious disease screening was not complete at the time eggs and/or sperm were obtained (within 30 days of egg retrieval or within 7 days of sperm collection), donor testing will be done for sexually transmitted diseases including but not limited to, Hepatitis, HTLV, CMV (men only) and HIV (the virus that causes AIDS)

Genetic Screening

The embryo recipients who will use your embryo(s) in an attempt to have children will rely on the information that you provide to us to decide if they wish to use you as their embryo donor. It is important that this information is accurate to the best of your knowledge. If either donor suspects that you may have a family history of an inheritable disease or disorder, please inform us of this so we can consider performing further testing to determine if you carry that condition.

If either of you has one of many different congenital (present from birth) disorders or disabilities, Strong Fertility Center may not be able to accept your embryo(s) for donation. Examples include cleft palate, spina bifida, significant congenital heart malformation, or congenital hip dislocation, albinism, hemophilia, hemoglobin disorder, hereditary hypercholesterolemia, neurofibromatosis, or tuberous sclerosis. If any member of your family has any of the above conditions or has a disorder such as asthma, diabetes, epilepsy, psychosis or rheumatoid arthritis you may have to undergo further screening to determine if you are eligible to donate embryos. You may be screened by blood testing for certain genetic abnormalities including a chromosome analysis for cystic fibrosis, and other genetic diseases which are more common among women or men in your ethnic group. If either the sperm provider or the egg provider is adopted, the embryos cannot be donated for use in producing a pregnancy. The decision to accept embryos for donation is solely at the discretion of Strong Fertility Center.

Financial Compensation for Donation of Your Embryos

The recipient(s) will assume full financial responsibility for all the screening and testing of the donor couple associated with the embryo donation. You will not receive any financial payment for donating your embryos.

Cancelled Cycles

The embryo donation cycle may be cancelled if the embryos do not survive the thaw, or if the recipient develops a medical issue (such as a thin uterine lining) that makes pregnancy unlikely or medically inadvisable. If the cycle is cancelled, your screening and testing expenses will still be paid in full by the recipient(s).

If you withdraw from the program at any time for non-medical or personal reasons, the cost of the

screening and testing related to the donation process will still be borne by the recipient.

Informed Consent for Donation of Embryos to a Recipient: Anonymous or Known

1. Informed Consent

I/We have read the entire 'Informed Consent for Donation of Embryos to a Recipient: Anonymous or Known' and have had the opportunity to ask my/our physician any questions I/we might have about participation. My/Our consent to this procedure is purely voluntary. I/We may withdraw my/our consent at any time prior to implantation of my/our embryos into the recipient, and my/our present or future care will not in any way be affected by my/our decision. I/We acknowledge that our doctor has offered to transfer the embryos back to me/us so that we might have a chance for future conception; I/we have specifically declined to accept this option.

2. Risks and Benefits

In addition to reading the document, 'Informed Consent for Donation of Embryos to a Recipient: Anonymous or Known', I understand that, if I have opted to donate my embryos to the Strong Fertility Center, any recipient of my donated embryos will be anonymous, and I will have no ability to provide any input into or requirements around who may receive the embryos, and that donee selection is in the sole discretion of the Strong Fertility Center. I also understand that my embryos will remain in cryostorage until a donee is identified. I understand that my embryos may not survive the thawing procedure, may not develop once thawed, may never be transferred, may not be successfully transferred, and/or may not result in a successful pregnancy even if transferred. I understand that, if I elect to donate my embryos, I will not have the right to any information about my embryos including when and whether my embryos are thawed or transferred, nor the outcome of any transfer. I also agree not to seek any information regarding my embryos.

3. Confidentiality

I/We have been assured that all information about me/us obtained during this treatment will be handled confidentially and my/our doctors without my/our consent will reveal neither my/our identity nor my/our specific medical or psychological details. I/We have been informed that my/our name and address will be kept on file by Strong Fertility Center. I/We have been told that my/our name, address, or any other information which would directly or indirectly identify me/us will not be disclosed or released to any person or entity without my/our written informed consent, except to authorized employees of this state's Department of Health or as permitted by law. Specific medical details may be revealed in professional publications as long as my/our identity is concealed. Reproductive tissue bank records shall be open to inspection by the Department of Health and shall be kept in accordance with the regulations of the state in which the donation occurred.

I/We certify that the genetic and medical history forms I/we filled out are complete and accurate to the best of my/our knowledge. I/We authorize Strong Fertility Center to disclose my/our medical history information to potential donor embryo recipients and their physicians, consistent with statutory requirements for the disclosure of genetic and other medical information.

I/We am/are giving up all rights to use or make decisions about my/our embryos. Should the utilization of my/our cryopreserved embryos by another couple result in the birth of a child, I/We am giving up all rights and claims to such a child. I agree, acknowledge and consent that any and all children resulting from my donated embryos shall be the legal children of the birth parents for all intents and purposes.

Unless I/we have designated my/our recipient(s), I pledge that I/we will never seek the identities of the recipients, except as allowed below or if a court orders otherwise. I/We also understand that Strong Fertility Center will protect my/our identity and will not reveal it to the recipient(s) except as allowed below or if a court orders otherwise.

However, I/we understand that if a child born from this donation has a medical or psychological need that might be met by me/us, then the recipient(s) may contact Strong Fertility Center and ask that their request be relayed to me. Such requests may be for a medical need such as a bone marrow transplant, or, once any child or children born from this donation are legal adults, a request may be made by the child or children for our identities.

I/We understand and agree that, if I/we have designated a recipient for these embryos, that aspects of my/our medical care and conditions and that of the recipient may be revealed and/or discerned as part of the treatment process.

4. Legal Concerns

I/We understand that the legal status of embryo donation is as yet uncertain and varies by state; and that there may be changes in the law, especially regarding anonymity, in the future. I/We have been advised, and have had the opportunity to, consult my/our own legal counsel. I/We have also had the opportunity to consult with a physician and psychologist/counselor. I/We have considered all of the information provided to me/us, from various sources and knowingly relinquish, to the extent allowed by law, all rights of any kind to the embryos and any resulting child(ren).

I/We understand that Strong Fertility Center recommends that we seek legal advice from an attorney familiar with reproductive law prior to proceeding with embryo transfer. The Strong Fertility Center does not offer legal advice on these matters and I/We acknowledge and agree that I/We must consult an attorney with expertise in family law related to assisted reproductive technologies in the relevant/applicable state(s).

5. Hold Harmless

I/We hereby irrevocably waive, release and relinquish any and all rights, claims or causes of action of any kind, whether known or unknown and whether now existing or occurring in the future, as against the University of Rochester Medical Center,

and each of its trustees, officers, directors, employees, physicians, providers, agents, contractors and medical staff and agree to protect, defend, indemnify and hold harmless all such parties from any and all cost, claim, liability, actions or expense, including attorney's fees, arising in any way, either directly or

indirectly, from the donation of embryos to a recipient or from any adverse consequences which may arise in connection with or as a result of my/our participation in the process of embryo donation.

6. Voluntary Participation

I/We voluntarily agree to donate my/our embryo(s) under the conditions outlined above. I/We have read this form and acknowledge receipt of a copy of this form.

7. Understanding

I/We confirm that I/we have read this form, fully understand its contents, and that all blank spaces above have been completed prior to signing. In addition, I/we confirm that I/we have had the opportunity to ask any questions and that all of my/our questions have been answered to my/our satisfaction.

If signed out of the office:

X

Patient Signature

Date

Patient Name

Date of Birth

Notary Public

Sworn and subscribed before me on this ____ day of _____, _____.

Notary Signature

Date

X

Spouse / Partner Signature

Date

Spouse / Partner Name

Date of Birth

Notary Public

Sworn and subscribed before me on this ____ day of _____, _____.

Notary Signature

Date

=====

If signed in the office:

Statement by Witness (must be employee of Clinic and at least 18 years of age)

I declare that the person who signed this document is personally known to me and appears to be of sound mind and acting of his or her own free will. He or she signed (or asked another to sign for him or her) this document in my presence.

Witness Name: _____

Witness Signature: _____

Date: _____