

Patient Name / Date of Birth (Print): \_\_\_\_\_

## *Disposition of Embryo(s) and Storage Agreement*

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

Currently, the alternatives are:

1. Discarding the cryopreserved embryo(s)
2. Donating the cryopreserved embryos to another patient and/or partner or a custodial agency 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 and complete additional necessary paperwork required by the designated recipient.)
3. Use by one partner with the contemporaneous permission of the other for that use.

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

I/We agree that in the absence of a more recent written and witnessed consent form, the clinic is authorized to act on our choices indicated below, so far as it is practical.

**I/We also agree in the event that either our chosen disposition 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 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 will(s) should also include your wishes on disposition of the embryos and be consistent with this consent form. Any discrepancies will need to be resolved by court decree.

Please check the appropriate box to delineate your wishes and initial the bottom of each page.

 <b>RRC</b> <small>Reproductive Resource Center</small>	<b>Initials:</b> _____ / _____
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## Advanced Directives for Final Disposition of Embryos in Event of Death or Termination of Patient and Partners' Relationship

In the event that none of the options provided below are fully executed, the patient and/or partner direct then, upon a death or deaths of one or both of the patient and/or partner, the embryo(s) will be discarded and not used for any other purposes.

**Death of One - Patient or Partner:** Choose one of the following with a check and sign and date below your choice.

**Discard**

In the event of the death of patient or partner, as evidenced by a certified copy of the death certificate, Reproductive Resource Center will discard all embryo(s) in the laboratory, including cryopreserved/stored embryo(s), and the embryo(s) are not to be used for any other purpose.

**Sole ownership of embryo(s) by the surviving patient or partner in the event of death of patient or partner (ONLY FOR USE WITH PATIENT and PARTNER, Two Parties)**

In the event of the death of patient or partner, as evidenced by a certified copy of the death certificate, the patient and/or partner hereby agree that, upon death of one of them, the surviving patient or partner will have ownership and control over the embryo(s). This means that the patient or partner may elect to participate in an embryo donation program, seek to be the recipient of the embryo(s), seek the implantation of the embryo(s) in a Gestational Carrier, donate the embryo(s) for education or research purposes, or discard the embryo(s). Any of these choices must comply with the conditions of Reproductive Resource Center and FDA requirements.

**A court decree or Last Will and Testament will be presented to the Clinic directing use**

In the event of the death of the patient or partner, as evidenced by a certified copy of the death certificate, the court decree or Last Will and Testament presented to Reproductive Resource Center will be honored. If the patient or partner elects to donate their embryo(s) to a donation program, all conditions must be met prior to the death of the patient or partner under the conditions of Reproductive Resource Center and FDA requirements. If all conditions are not met prior to the death of the patient or partner, Reproductive Resource Center will discard all embryo(s) in the laboratory including cryopreserved/stored embryo(s), and the embryo(s) are not to be used for any other purpose.

\_\_\_\_\_  
Patient

\_\_\_\_\_  
Date

\_\_\_\_\_  
Partner

\_\_\_\_\_  
Date





## Time-Limited Storage of Embryos

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The Clinic will only maintain your cryopreserved embryo(s) for a specified period of time. Before your embryos can be cryopreserved (frozen) or received at our center, this agreement to store embryos shall be signed and the current storage fee shall be received. The patient and/or partner will be automatically billed annually for renewal of one year of storage. Reproductive Resource Center will under NO circumstances continue to store embryo(s) for a period of time exceeding five years unless a written agreement between Reproductive Resource Center and the patient and/or partner has been accepted by Reproductive Resource Center. Reproductive Resource Center has the right to cancel or refuse renewal of any storage agreement.

The storage fee will not be billed if no embryo(s) were cryopreserved. If embryo(s) are cryopreserved or received from another facility, the agreement begins on the date the embryos were cryopreserved or received. When no embryos remain in storage, the unused storage fees will be credited to your account. Unused storage fees will be pro-rated on a quarterly basis.

The patient and/or partner shall notify the clinic, in writing, of a change in their current address, telephone number, and/or email address for billing purposes, contractual renewal, and any other matter requiring notice to Reproductive Resource Center. The patient and/or partner's contact information shall be kept on file at our clinic. Failure to maintain up to date contact information is considered embryo abandonment and may result in discard of embryo(s).

If the patient and/or partner elect to ship their embryo(s) to a long term storage facility, or if any embryo(s) remain near the end of five years storage at the Reproductive Resource Center, our clinic will assist the patient and/or partner in the preparation for a seamless and safe transport to a long term storage facility such as Reprotech Limited. Any lapse in time from the end of the agreement to the shipment of embryos to another facility shall incur additional fees paid by the patient/and or partner before any embryo(s) are released.

If the patient and/or partner elect to discard their embryo(s) at any time or at the end of their contract, Reproductive Resource Center will provide the necessary paperwork needed for the safe and humane discard of any remaining embryo(s).

### Default Disposition

I/We understand it is our sole responsibility to maintain contact information with Reproductive Resource Center. I/we agree in the event that provisions are not made for long-term storage, disposition of our embryos, or if at any time the clinic has not received full payment for their storage agreement after 30 days, the client is in default. The clinic is authorized, without further notice to us, to destroy and discard our frozen embryos.



## Legal Considerations and Legal Counsel

The law regarding embryo cryopreservation, subsequent thaw and use, and parent-child status of any resulting child(ren) is, or may be, unsettled in the state in which either the patient, spouse, partner, or any donor currently or in the future lives, or the state in which the ART Program is located. I/We acknowledge that the ART Program has not given us legal advice, that I/we are not relying on the ART Program to give us any legal advice, and that I/we have been informed that I/we may wish to consult a lawyer who is experienced in the areas of reproductive law and embryo cryopreservation and disposition if I/we have any questions or concerns about the present or future status of my/our embryos, my/our individual or joint access to them, my/our individual or joint parental status as to any resulting child, or about any other aspect of this consent and agreement.

**My/Our signature(s) below certify the disposition selections I/we have made above and agree to the terms of the storage agreement. I/We understand that I/we can change my/our selections in the future, but need mutual and written agreement as outlined above. I/We also understand that in the event that none of my/our elected choices is available or the account is in default, the clinic is authorized, without further notice from me/us, to destroy and discard my/our frozen embryos.**

**X**

\_\_\_\_\_  
Patient Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Patient Name (Print)

\_\_\_\_\_  
Date of Birth

**X**

\_\_\_\_\_  
Partner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Partner Name (Print)

\_\_\_\_\_  
Date of Birth

## Witness

**X**

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

	<p><b>RRC</b> Reproductive Resource Center</p>	<p><b>Initials:</b> _____ / _____</p>
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