
Egg Donation

Process, Risk, Consent and Agreement

Date: _____

Last Name: _____

First Name: _____

Date of Birth: _____

Address: _____

Egg donation (DE) is established treatment for egg-related infertility, some genetic issues, and/or some same sex couples. The main goal of DE is to allow a recipient the opportunity to become the parent of a child, with or without a gestational carrier, when other treatments with her own eggs have failed or are not appropriate.

Donation Type: Non-identity release Directed

Fresh Egg Bank

Egg Donation Overview

Donor Screening

Potential egg donors undergo genetic, psychological, hormonal, and physical and other screening before being accepted as an egg donor. This screening process may involve several office visits over a month or more to assess these factors.

Ovarian Stimulation

Fertility drugs are used to stimulate the ovary to grow several eggs at once. Over 10 days or so, they grow to full size. Monitoring of your ovaries' response by ultrasound is important. A typical pattern of office visits is shown below.

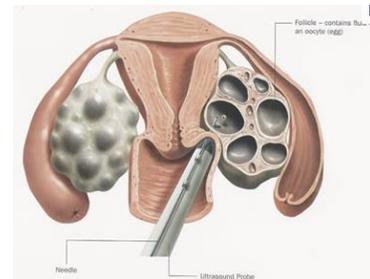


This process does not cause you to run out of eggs sooner in the future. The eggs that grow were already 'linked' to this cycle and would have been lost anyway.

Egg Retrieval

A transvaginal ultrasound probe is used to see the ovaries and the egg-containing follicles within the ovaries. A long needle is guided into each follicle and the fluid is drained out. The fluid contains the egg.

This completes the process of egg donation. About 2 weeks later your next period will begin.



Use of Eggs

Unless state law provides otherwise, the following will apply:

If you are donating to a designated Recipient, control of the eggs is under the sole control of the Recipient(s) from the moment your eggs are retrieved.

To create embryos, sperm will be placed with or into your eggs. The resulting embryos will be frozen or transferred into a uterus (either that of a Recipient or a gestational carrier) for the purpose of the Recipient(s) parenting any resulting child. Extra embryos may be frozen for later use.

Consent to Donate Eggs

Date:	_____		
Last Name:	_____	First Name:	_____
Date of Birth:	_____		
Address:	_____	_____	

I, the undersigned, request, authorize and consent to the donation of my eggs to Strong Fertility Center, and as appropriate, its employees, contractors, consultants and authorized agents, for use by a Recipient(s) in their attempts to achieve a pregnancy.

Description of the Procedure

The following is a general outline of the steps that may be required in the process of egg donation. I consent to the performance of these steps:

- Complete history and physical examination, which will include questions about my age, travel, medical, psychological, genetic and sexual history, and my family medical and genetic history.
- Administration of fertility drugs including gonadotropins which stimulate egg growth, and other medications possibly including oral contraceptive pills, GnRH agonists, GnRH antagonists and hCG. Some of these drugs require daily injections.
- The use of blood tests to monitor hormone levels, often on a daily basis.
- Ultrasound examinations of the ovaries to monitor growth of the developing follicles. This procedure may need to be performed daily.
- Strict adherence to the medication injection and monitoring (blood tests and ultrasounds) schedule prescribed by the physicians.
- Retrieving the eggs using ultrasound-guided transvaginal egg retrieval. This procedure utilizes anesthesia and the insertion of a needle through the vaginal wall into the ovary (ovaries) to obtain the eggs.
- The eggs may be used fresh or may be frozen for later use by the Recipient (the couple or individual who is receiving the egg donation).
- The use of antibiotics to reduce the risk of infection after the egg retrieval.
- Federally mandated screening and testing for infectious diseases performed within 30 days of the egg retrieval.
- Use of a condom throughout the treatment cycle to avoid pregnancy and possible disease transmission.

How will the eggs be used?

I understand, agree and consent that the selection of the Recipient will be determined at the sole discretion of the Strong Fertility Center, and as appropriate, its employees, contractors, and consultants, unless I have listed a specific designated Recipient couple or individual below.

Please check the appropriate choice and initial:

- Strong Fertility Center will determine the Recipient(s) of these eggs.

Donor's initials: _____

- I designate the individual's listed below as the recipient(s) of these eggs.

Designee _____

Donor's initials: _____

I understand, agree and consent that once they have been retrieved, that I will have no further control over these eggs. The Recipient may use them in any way s/he thinks appropriate, including attempting to have a child or freezing the eggs to attempt to have a child at a later time, I will not be notified of how they are used. I understand that the Recipient may decide to discard the eggs or any resulting embryos, donate them to research, or donate them to someone else in the future and that I will not be notified of that decision or asked for my approval. I understand that the eggs may first be frozen and stored in an Egg Bank before being used by a Recipient, and that the Recipient may not yet be identified at the time of my donation. Moreover, several different Recipients may receive my eggs, or none at all.

The Recipient may decide to donate the eggs or embryos to research, including stem cell research. I (the egg donor) will not receive any information about subsequent testing on the eggs, embryo or the resulting stem cells. Stem cells and cell lines may be kept for many years, or indefinitely. It is possible the donated material used for any research may have commercial potential, but the donor will receive no financial or other benefit from any future commercial development. Stem cell research is not intended to provide direct medical benefit to the egg or embryo donor. Eggs or embryos donated for research will not be transferred to a woman's uterus, nor will the embryos survive the human pluripotent stem cell derivation process.

If I am not comfortable with unrestricted use as described above, I may not be permitted to donate my eggs.

Non-Viable Eggs. I understand that some non-viable eggs may be used as a teaching aide for laboratory personnel before being discarded. I understand that non-viable eggs and embryos will be discarded according to American Society for Reproductive Medicine (ASRM) Guidelines.

Cells and Biological Materials that Would Normally Be Discarded. I understand that some cells (such as granulosa cells which are cells from the ovary that are retrieved along with eggs) and biological materials such as follicular fluid (the fluid that the egg is found in), which are normally discarded, may be used for research studies. These materials would never be used for any procedures that involve fertilization or creation of an embryo or a cell line without my written consent in advance. When these studies are completed, the materials will be discarded.

Research Use of Viable Eggs. I understand that the viable eggs will not be used for any research without my express written consent in advance. I understand that I would be asked to sign a separate consent to donate my eggs to research instead of donating them for use to produce a pregnancy.

Risks of Egg Donation

Transvaginal Egg Retrieval

Infection: Bacteria from the vagina may be transferred into the stomach area or ovaries by the needle. This can cause an infection of nearby organs. The incidence of infection after egg retrieval is very small (less than 0.1%). If an infection occurs, antibiotics are given. Severe infections sometimes require surgery to remove infected tissue. Infections can reduce the chance of getting pregnant in the future. Antibiotics may be used before the egg retrieval to help reduce the chance of infection. Still, there is no way to remove the risk completely.

Bleeding: The needle passes through the vaginal wall and into the ovary to obtain the eggs. Both of these structures contain blood vessels. There are also other blood vessels nearby. This means that small amounts of blood may be lost while removing the eggs. The risk of major bleeding is small (< 0.1%). Major bleeding may require surgery to stop, and could result in the removal of an ovary. Only rarely is a blood transfusion needed. If bleeding occurs and is not noticed (also rare), it can lead to death.

Trauma: Even with ultrasound guidance, nearby organs can be damaged. This includes damage to the intestines, appendix, bladder, ureters, and ovary. In some cases, a damaged organ may need to be fixed or removed through surgery. Still, the risk of damage during egg retrieval is very low.

Anesthesia: The use of anesthesia while removing eggs can cause an allergic reaction or low blood pressure. It can also cause nausea or vomiting. In rare cases, use of anesthesia has resulted in death.

Failure: Sometimes no eggs are found during the retrieval process. In other cases, the eggs are not normal, or are of poor quality

Ovarian Hyperstimulation Syndrome (OHSS)

OHSS is an occasional outcome of stimulating the ovaries. Signs of OHSS include increased ovarian size, nausea and vomiting, and buildup of fluid in the stomach. Difficulty breathing can happen. In some cases, OHSS increases the level of red blood cells, and causes kidney and liver problems. In the most severe cases, it can cause blood clots, kidney failure, or death. All these complications occur very rarely (in less than 1 in 1,000 cycles).

Cancer

There is some concern that using fertility drugs can cause breast, ovarian, or uterine cancer. These cancers are more common in women with infertility, so it is difficult to know whether the reason for the cancer is infertility or use of the drugs. In current studies that take into consideration the increased risk of cancer due to infertility, there does not seem to be an increased risk of cancer due to the fertility drugs alone. More studies need to be done to confirm whether there is an association of cancer with use of fertility drugs.

Special Considerations in Egg Donation:

Donor Screening and Testing. I understand and agree that as an egg donor, I have been asked extensive questions about my age, travel, medical, genetic, psychological, sexual and family history. My truthful answers to these questions are critical to the health and safety of the Recipient and the child that may be conceived as a result of this egg donation. I agree to answer these questions truthfully. I agree to notify Strong Fertility Center of any medical condition or disease, particularly

genetic diseases, which may arise in my immediate family or in me. I agree to provide medical updates and relevant information to Strong Fertility Center should Strong Fertility Center contact me in the future.

Infectious Disease Testing of the Egg Donor. I understand and consent that I must be subjected to federally mandated infectious disease testing within 30 days of the egg retrieval and then again after the retrieval. I understand and agree that if I test positive for any of the infectious diseases tested for as mandated by federal law that my eggs cannot be donated and that the eggs must be disposed of according to American Society for Reproductive Medicine (ASRM) Ethical Standards. I further understand that if I do not come for the testing required for these infectious diseases within 30 days of the retrieval, the eggs cannot be used and will be discarded and this might cause severe stress for the Recipient. This will reduce my compensation.

Unknown Family History. I understand and agree that if I do not have knowledge about my genetic parents' medical history (for example if I was adopted or conceived with donor gametes) that my eggs may not be suitable for donation to produce a pregnancy.

I further acknowledge and consent that medical, psychological, genetic/infectious disease, technical or other considerations may contraindicate or preclude (make impossible) the donation of these eggs to a Recipient despite my request. I agree that the disposition of these eggs will ultimately rely on the best medical judgment of Strong Fertility Center, and as appropriate, its employees, contractors, consultants and authorized agents, at the time of the potential donation.

Identity of the Donor and the Recipient(s).

Laws and practices are changing surrounding disclosure of identifying information donor conceived persons. Egg donations can be open or closed (non-identifying). In open donations, you would know the identity of the Recipient(s). In closed donations, you would not - neither the donor nor the Recipient(s) would know the identity of the other.

If I have chosen a non-identity release (closed) donation, I understand that I will not be informed of the identity (identities) of the Recipient(s) by Strong Fertility Center. I also understand that the Strong Fertility Center will protect my identity and will use best efforts not to reveal it to the Recipient(s) or to any child or children born from this donation, except as allowed below or if a final non-appealable court order (in Strong Fertility Center's sole judgment) orders otherwise.

Strong Fertility Center will continue to honor its commitment to keep the anonymity of donors or recipients. Recent advances in technology can independently reveal the identity of a donor or recipient. Personalized genetic test kits (e.g. Ancestry.com) can discover genetic links among individuals that were previously not known. I acknowledge that true anonymity is no longer possible in the current climate and I may be contacted by the recipient or offspring in the future by means outside of the control of Strong Fertility Center.

I understand that if a child born from this donation has a medical (such as bone marrow transplant or genetic disorder) or psychological need that might be met by me, Strong Fertility Center may contact me to request that my identity be revealed.

I understand that once any child or children born from this donation are deemed legal adults, they may request to know the identity of the egg donor (me). I understand that I am under no obligation to agree to respond or reveal my identity pursuant to any request except in the event of a change in the law in any relevant jurisdiction.

Because of the potential medical or psychological need of a child born from this donation, I also agree to promptly provide Strong Fertility Center with any changes of address and/or contact information for me over the next 18 years.

I choose:

- Non-identity release (closed) donation. I am willing to provide or have the medical program provide any Recipient with non-identifying information limited to medical and biographical information about me at any time. I do not wish any other information be provided to any recipient.
- Known (open) donation: I am willing to provide through the medical program both medical and biographical information about me to any offspring when they reach age 18 and the following additional information [select only one]
- Non-identifying information (which may be via email or phone call) through the medical program or an assigned third party mediator)
- Identifying exchange of information, including my name, date of birth, and last known contact information upon request of any Recipient or donor conceived offspring at age 18

X

Egg Donor

Date

I understand that I have the right to consult with an attorney specializing in the field of third party reproduction at no cost to me and enter into an agreement with any designated Recipient wherein we define each party's rights and responsibilities.

Parental Rights and Responsibilities. I understand that all rights and responsibilities for the care of any child resulting from the donation of my eggs will be the responsibility of the Recipient(s). This includes any financial responsibilities and obligations associated with the care and upbringing of such a child.

I am aware that there are or may be laws in the state of New York or other applicable states governing the legitimacy and legal status of children born following the use of donor eggs.

By my signature below, I give up all rights to use or make decisions about my donated eggs following this procedure. Should a child be born as a result of my egg donation, by my signature(s) below, I relinquish any and all rights, responsibilities, and claims I have or may be potentially be deemed to have to such a child as a result of my donating the egg for the child.

It is also possible that laws may be enacted in the future that would require Strong Fertility Center to reveal my identity to the Recipient or resulting child. If such laws are enacted, Strong Fertility Center might be required to adhere to those requirements.

Information on all cycles of Assisted Reproductive Technology treatment, along with data identifying Recipients and women who undergo ART with their own eggs, is currently collected into a national database under the 1992 Fertility Clinic Success Rate and Certification Act. As part of this process, the Society for Assisted Reproductive Technology plans to begin to collect identifying information on all egg donors. As with Recipient cycles and cycles for women using their own eggs, this information may

be used to track outcomes. For this purpose, certain donor identifying information such as name, date of birth, and social security number will be reported to a Registry by SART member clinics for data aggregation. ASRM guidelines currently require permanent records be kept for all egg donation cycles. Efforts to collect this information are intended to respect donation confidentiality and not to disclose confidential identifying information to Recipients, donors, or offspring. Control of such information in the future may, however, depend on applicable law.

Strong Fertility Center does not offer legal advice on these matters and if I need or want legal advice I must consult an attorney with expertise in family law related to assisted reproductive technologies.

Responsibilities of the Egg Donor. I understand and agree that additional responsibilities and requirements described in the Egg Donor Agreement must be met as part of the egg donation process. I further understand that adherence to the terms of that agreement will not affect the medical care that I receive, as described in this consent.

I may change my mind at any time prior to the point at which the eggs have been retrieved and donated, but not thereafter.

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. Anonymous data from the ART procedure will also be provided to the Centers for Disease Control and Prevention (CDC) in compliance with the 1992 Fertility Clinic Success Rate and Certification Act, which requires that CDC collect data on all assisted reproductive technology cycles performed in the United States annually and report success rates using these data.

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 Strong Fertility Center shall be responsible only for acts of negligence on its part and the part of its employees, contractors, consultants and authorized agents.

I acknowledge that the full egg donation process has been explained to me, together with the known risks. I have had the opportunity to ask any questions I might have and those questions have been answered to my satisfaction. Any further questions may be addressed to Strong Fertility Center Director, Dr. John Queenan at (585) 487-3378.

If signed in the office:

X

Egg Donor Signature

Date

Egg Donor Name

Date of Birth

If signed out of the office:

Notary Public

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

X

Notary Signature

Date

=====

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: _____

Egg Donor Agreement

Date:	_____		
Last Name:	_____	First Name:	_____
Date of Birth:	_____		
Address:	_____		

I, the undersigned, have executed (signed) an informed consent to act as an Egg Donor (ED) in the program of Strong Fertility Center (SFC). I understand that the consent describes the medical aspects and some of the legal issues and the risks of the treatment that I will receive as part of acting as an Egg Donor.

I understand that this agreement describes the specific responsibilities and requirements to which I have agreed in acting as an egg donor. I understand that I will be compensated for my time and effort only if I meet these responsibilities.

I understand that I have the right to consult with an attorney specializing in the field of third party reproduction at no cost to me and enter into an agreement with any designated Recipient wherein we define each party's rights and responsibilities. I further understand that by signing this agreement, it is only with SFC and any designated Recipients are not agreeing to any obligations towards me.

By signing this agreement, I state that to the best of my knowledge, I have been completely truthful in all the information I have given in my application to be an egg donor regarding my age, personal medical, psychological, travel, sexual and genetic history and that of my family where requested.

As part of my continued participation as an egg donor, I agree to:

- Submit to any urine tests, cervical cultures, blood tests, or physical examinations required.
- Continue to truthfully disclose aspects of my age, medical, psychological, genetic, sexual and family history.
- Refrain from smoking.
- Refrain from use of recreational drugs.
- Respond to requests for follow-up information in a timely fashion.
- Keep all scheduled appointments and arrive promptly.
- Follow all instructions precisely and ask for assistance if I do not understand those instructions.
- Refrain from any attempt to learn the identity of the recipients.
- If I tell others that I am an egg donor, I will not share the exact timing of my cycle or the day of my egg retrieval (except with those that live with me and the person that transports me to and from my egg retrieval).

I understand that, from the beginning of my drug treatment with GnRH agonist, antagonist or birth control pills, I must:

- Refrain from intercourse or if I have intercourse, use a condom to avoid both pregnancy and disease transmission.
- Avoid high impact and strenuous activities such as running.
- Take all medications at the prescribed time.
- Have blood tests and ultrasounds at intervals determined by the physicians, which may be daily for several weeks.
- Be available for egg retrieval on the day determined by the physicians, on 36 hours notice.

I understand that:

- As an egg donor and patient of SFC, I will receive medical care consistent with the standards set by SART and relevant guidelines issued by ASRM.
- All reasonable efforts will be made to maintain my confidentiality and protect my identity unless at some time in the future I agree to reveal it.
- There are or may be laws in the state of New York or other applicable states governing the legitimacy and legal status of children born following the use of donor eggs. It is also possible that laws may be enacted in the future that would require SFC to reveal my identity to the recipient couple (individual) or resulting offspring. If such laws are enacted, the SFC might be required to adhere to those requirements.
- SFC does not offer legal advice on these matters and if I need or want legal advice I must consult an attorney with expertise in reproductive technology law.
- I will be treated with respect and care throughout the process.

I understand that:

- If I require any additional treatment for any complications that arise, I may be covered by short-term oocyte donor health insurance that will be provided to me by the program within the terms, limits and conditions of the plan. (I have been given a copy of limitations of that policy and understand that conditions that do not directly relate to egg donation may not be covered).
- I am solely responsible for the cost of any additional treatment required that is unrelated to my egg donation (that is, treatment outside of the terms, limits and conditions of the short-term oocyte donor health insurance plan provided to me by SFC).
- Treatment will be provided to me by a member of the SFC's medical team or other physician as indicated.
- I will be responsible for all costs associated with all deductible, co-payments and other amounts related to non-covered services (services unrelated to my donation of eggs).

I understand that in exchange for the time and effort I expend during this cycle, SFC will control my reimbursement.

I understand that the reimbursement rules below will apply:

- Donors are compensated \$5,000 for time and effort involved in a completed Egg Donation cycle.
- Donors will receive IRS Form 1099 from SFC listing the compensation earned from egg donation. The Egg donor (me) will be responsible for all federal, state or local taxes associated with payments received from the SFC.
- In performing the services, duties and obligations of an egg donor it is understood that the donor and the SFC are acting and performing as an independent contractor with respect to the other and that no relationship of partnership, joint venture or employment is created under this agreement.
- A complete donation cycle is defined as one where the donor completes the three stages of a donor cycle: screening to become an egg donor, ovulation induction (taking the fertility drugs

with required monitoring), and egg retrieval (including federally mandated infectious disease testing performed within 30 days of the egg retrieval).

- Participation is purely voluntary and refusal to participate or withdraw from the program at any time will not involve any penalty from SFC other than loss of compensation amount.
- Breakdown of donor compensation for a completed cycle:

Completion of Screening, Ovulation Stimulation and Egg Retrieval	\$5,000
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- When a completed cycle is not achieved the following compensation guidelines will apply:

Determining Party	Cause	Cycle Stage	Compensation
Donor	Self-select out	Anytime	-\$0-
MD /Donor	Donor non-compliance	Anytime	-\$0-
MD	Donor complication	Before stimulation start	-\$0-
MD	Professional Management visits		\$100 each up to a maximum of \$300
MD	Completion of history and physical examination prior to starting gonadotropin injections		\$375
MD	Completion of initial screening and medication teaching		\$500

I have read this agreement, understand my responsibilities and agree to these conditions of being an Egg Donor. I have received a copy of this agreement.

<p>X</p> <p>_____</p> <p>Egg Donor Signature</p>	<p>_____</p> <p>Date</p>
<p>_____</p> <p>Egg Donor Name</p>	<p>_____</p> <p>Date of Birth</p>
<p>_____</p> <p>Clinic Representative Signature</p>	<p>_____</p> <p>Date</p>