

PATIENT NAME:

DOB:

MRN:

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## INFORMED CONSENT FOR SPERM CRYOPRESERVATION AND STORAGE

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I, \_\_\_\_\_, intend to provide semen, aspirated fluid, or testicular tissue specimen(s) containing my spermatozoa to Strong Fertility Center (SFC) for testing, freezing, and/or storage under the following terms:

**STORAGE FEES:** SFC agrees that after receiving and processing the specimen, the IVF lab will continue to maintain and store the specimen in a frozen state until it is used for insemination, discarded, or transferred to a long-term storage facility. Multiple vials of sperm may be frozen. For fertility preservation patients, transfer to long-term storage will likely occur within 1-2 months after banking. For all other patients, transfer to long-term storage will occur approximately 1 year after banking. I will pay an initial processing, freezing, and storage fee at the time of service. The storage fee will be pro-rated if all specimen vials are used, discarded, or transferred to a long-term storage facility before the end of the calendar year. For each additional year of storage required at SFC, I will pay an annual storage fee to SFC in advance. Annual storage fees may be changed by SFC at any time, and if so, I will be notified of these changes in writing. If I have not paid the required storage fee, SFC shall be under no obligation to continue to maintain and/or store the specimen. If the annual storage fee remains unpaid for 30 days past the due date for the additional year, SFC is authorized and permitted to dispose of or destroy the specimen as provided in paragraph 5 of this agreement. SFC assumes no responsibility or duty to contact me of failure to receive payment as set out in this agreement. It is my affirmative duty to notify SFC at my earliest convenience if I no longer wish to store my specimen(s), to assure that storage payment is received by SFC in a timely manner, and to create an account with a long-term storage facility in order for my specimens to be shipped off-site.

**TRANSFER TO ANOTHER PHYSICIAN:** SFC agrees that it will, during the period of commencing on the date of specimen receipt and including any subsequent period during which I have remitted the appropriate annual storage fee to SFC, upon my request and upon payment to SFC of a "withdrawal fee" set forth in the fee schedule, deliver the portion (or all) of the stored specimen requested by me and by any physician purporting to be licensed to practice medicine in the United States or in any foreign country on such forms that SFC shall, in its discretion, request no less than 45 days prior to transfer of custody. SFC may change such withdrawal fees at any time. It is intended that the specimen be used only for the purpose of the artificial insemination of my lawful spouse, or, if I am not married, to my partner, by a licensed physician. However, SFC shall have no responsibility for the ultimate use of any portion of the transferred specimen or for the method of artificial insemination used. In no event shall SFC be required to release any portion of the specimen to any person other than my physician or, after my death, to any person, except in either case as directed by me or an order of a court of competent jurisdiction.

**TERM:** SFC's obligations under this agreement are to act solely as custodian for the maintenance and storage of the specimen in a frozen state in accordance with the provisions hereof. I shall remain the owner of the specimen. However, all of my rights under this agreement and all of SFC's obligations under this agreement shall become null and void upon my failure to remit the appropriate annual storage fee to SFC for any period as provided in paragraph 3 of this agreement.

**DISPOSAL:** Upon the termination of SFC's obligations under this agreement for any reason whatsoever, SFC may dispose of the specimen by thawing and discarding, use for scientific research, or use for quality control/assurance in the laboratory. I may also dispose of my unused specimens at any time by submitting a written consent to discard stored frozen sperm. However, be it noted that no specimen will ever be used, without written consent, for the purpose of attempting or achieving pregnancy by means of artificial insemination.



## Strong Fertility Center

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

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**LIABILITY:** I agree that neither the IVF lab of SFC nor their physicians, partners, employees, or consultants shall be liable for any destruction of, damages to, or misuse of the specimen during the testing of the specimen, the freezing of the specimen, the maintenance and/or storage of the specimen in a frozen state, withdrawal, thawing, and/or delivery of the specimen, or any other matter. Without limiting the generality of the foregoing, neither the IVF lab of SFC, nor its physicians, partners, employees, or consultants shall be liable for any destruction, damage, misuse, or improper testing, freezing, maintenance, storage, withdrawal, thawing and/or delivery caused by or resulting from any liquid nitrogen tank malfunction, utility failure, strike, cessation of services, or other labor disturbance, any act of war, any natural disaster (fire, earthquake, flood, or other acts of God), or the failure of any other laboratory/storage facility to which the specimen may be requested to be transferred. Approximately one storage unit (vial) in 1,000 containing a frozen specimen may develop a gas pocket that causes it to explode upon withdrawal from liquid nitrogen, thereby destroying the specimen and rendering it useless. This risk has been explained to me and is both acknowledged and accepted.

I acknowledge that I understand the viability, motility, and fertilization capacity of frozen sperm varies from specimen to specimen and may deteriorate with age. Therefore, no guarantee of any kind can be made with respect to the possibility of the successful use of frozen sperm cells for the purpose of artificial insemination. Except as expressly set out in this agreement, I acknowledge that neither the lab of SFC nor its physicians, partners, employees, or consultants has made any representations or warranties to me of any kind or nature, including, without limiting the generality of the foregoing, any representations or warranties with respect to (i) the viability or motility of my frozen sperm, (ii) the possibility of the successful use of my frozen sperm at any time, (iii) the lack of risk of a birth defect or miscarriage after artificial insemination through the use of my frozen sperm, (iv) the possibility of the lack of complications in pregnancy and delivery after artificial insemination through the use of my frozen sperm, or (v) the infallibility of SFC's liquid nitrogen tanks or any other SFC laboratory equipment.

This agreement constitutes the entire understanding of both parties and may be altered or amended only by an agreement in writing. I acknowledge that I have received a copy of this agreement.

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

Date: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Date: \_\_\_\_\_

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## OVERVIEW

Cryopreserved sperm from a healthy human ejaculate will result in up to a 20% chance of pregnancy during each insemination cycle. A healthy person usually will have enough sperm in each ejaculate to provide two or three inseminations. However, illnesses and some of their treatments may reduce both sperm count and motility, thereby decreasing the number of inseminations each ejaculate can provide. Therefore, more than one ejaculate may be recommended after results from the first attempt are available.

## PATIENT INSTRUCTIONS REGARDING CRYOPRESERVATION

1. In order to freeze a sperm specimen, you will need to call the Strong Fertility Center (SFC) at 585-487-3378. An appointment will then be scheduled for you to sign a consent form and collect a specimen in our clinic. An appointment is necessary so that the laboratory may have the personnel, time, and materials necessary to best care for your sample.
2. For your convenience, the specimen can be collected at home. However, if you collect at home, the specimen needs to be in the SFC lab no later than 60 minutes after collection. You will need to obtain the specimen at the clinic if you cannot deliver it to the clinic within 60 minutes of collection.
3. Difficulty obtaining a specimen is not uncommon. If this occurs, please alert the SFC Andrology Lab at 585-487-3397 so that other arrangements can be made.
4. The lab will contact you with the results of each specimen as they are available. This is usually done through a MyChart message that will be sent within 24 hours of your banking appointment. Please reach out to your provider if you are unsure whether additional banking appointments are recommended.

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

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

Address: \_\_\_\_\_

Diagnosis: \_\_\_\_\_

Referred by: \_\_\_\_\_

Collection Dates: \_\_\_\_\_

Additional Information: \_\_\_\_\_

PATIENT NAME:

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MRN:

## DISPOSITION OF SPERM

This form is provided for you to give us specific instructions regarding the disposition of your frozen sperm. Due to the unfortunate possibility of your death or incapacitation after you have cryopreserved sperm, it is important to decide on the disposition of any sperm that may remain at Strong Fertility Center (hereinafter referred to as "SFC"). This consent provides several choices for disposition of sperm under these circumstances:

### Current Choices

1. Destroy and discard your frozen sperm.
2. Award custody of your frozen sperm to your spouse/partner, which gives them complete control for use for any purpose.
3. Donate your frozen sperm to the lab for quality control purposes or for scientific research related to improving Assisted Reproductive Technology (ART).

### Default Disposition

I understand and agree that in the event that none of my elected choices are available, as determined by SFC, the clinic is authorized, without further notice to me, to destroy and discard my frozen sperm, in accordance with its policies and procedures.

### Death of Patient

In the event of my death prior to use of all my frozen sperm, I agree that the sperm should be disposed of in the following manner (check only one box):

Destroy and discard the frozen sperm.

Award to spouse/partner, which gives them complete control for any purpose including insemination in an attempt to cause a pregnancy, destruction, donation for QC/research purposes, or donation to another infertile individual/couple for achieving pregnancy.

Spouse/Partner's Name and Date of Birth: \_\_\_\_\_

Donate to the lab for quality control purposes or for scientific research related to improving Assisted Reproductive Technology (ART). This may result in the destruction of the sperm but will not result in pregnancy.

### Time-Limited Storage of Sperm

Strong Fertility Center will only keep cryopreserved sperm in storage for a period of one year. After that time, I choose to do the following with my sperm (check only one box):

Destroy and discard the frozen sperm.

Transfer to long-term storage facility at my expense. I understand that I will be required to complete and sign other documents as provided, or approved, by the Strong Fertility Center and any storage facility.

Donate to the lab for quality control purposes or for scientific research related to improving Assisted Reproductive Technology (ART). Research related to improving ART may include, for example, advancing our laboratory techniques or enhancing our understanding of reproductive medicine. This may result in the destruction of the sperm but will not result in pregnancy.

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### Financial Responsibility

1. Maintaining sperm in a frozen state is labor intensive and expensive. I understand that I will be required to pay SFC an annual storage fee for storing my frozen sperm at the time of freezing. If, I wish to keep my frozen sperm in storage for longer than one year, I am aware that I am responsible for establishing a long-term storage account with an outside facility.
2. I understand that freezing and thawing my sperm for IUI or IVF back-up (convenience banking) is not covered by insurance, and I agree to pay for such services.
3. The date that SFC freezes my sperm is the date that my storage fee is based upon.
4. I agree to pay the yearly sperm storage fee upon receipt of billing.
5. While I have frozen sperm in storage, I must remain in contact with the clinic on an annual basis to inform the clinic of any changes in my wishes as well as to pay fees associated with the continued storage of my frozen sperm.
6. I understand that it is my responsibility to notify SFC in writing of any changes in my address, telephone number, or marital status as long as I continue to have my sperm stored at SFC.

### Nonpayment of Cryopreservation Storage Fees

If I fail to make payment for the initial storage or continued storage of my frozen sperm, I understand that after 60 days from the first date of said billings, SFC will make one final attempt via registered mail to my last known address, provided by me to SFC. I understand that if the storage fee remains unpaid for 30 days from the date of registered mailing, the SFC lab is authorized to follow the disposition instructions I have elected below without further notice to me (**check one box only**):

- Destroy and discard the frozen sperm.
- Donate to the lab for quality control purposes or for scientific research related to improving Assisted Reproductive Technology (ART). Research related to improving ART may include, for example, advancing our laboratory techniques or enhancing our understanding of reproductive medicine. This may result in the destruction of the sperm but will not result in pregnancy.

### DONATION OF FROZEN SPERM FOR QUALITY CONTROL OR RESEARCH PURPOSES

If you selected the option "donate for quality control purposes or for scientific research" under any of the preceding circumstances, as a donor of human sperm, you should be aware of the following:

1. Donating frozen sperm for quality control purposes or for scientific research may be restricted by law. While efforts will be made to abide by your wishes, no guarantees can be given that your frozen sperm will be used for quality control purposes or for scientific research. If after five years, no quality control purpose and/or research project can be identified, or if your sperm are not eligible, your sperm will be destroyed and discarded by the SFC lab, in accordance with its policies and procedures.
2. Research related to improving ART may include advancing our laboratory techniques or enhancing our understanding of reproductive medicine. This may result in the destruction of the sperm but will not result in pregnancy.
3. Persons who donate their sperm for quality control purposes or for scientific research will not receive any information about subsequent testing of their sperm.



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### LEGAL CONSIDERATIONS & COUNSEL

The law regarding the cryopreservation of sperm, its subsequent thaw and use, and the parent-child status of any resulting child may be unsettled either in the state in which the patient/partner reside (currently or in the future) or in the state in which the ART program (clinic) is located.

I acknowledge that SFC has not given me legal advice, that I am not relying on SFC to give me any legal advice, and that if I have any questions or concerns about the present or future status of my sperm, access to my sperm, parental status as it relates to any resulting child, or about any other aspect of this consent and agreement, I have been advised to consult a lawyer experienced in the area of reproductive law.

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### ACKNOWLEDGEMENT & CONSENT FOR DISPOSITION OF MY SPERM

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I, \_\_\_\_\_, hereby acknowledge that I have read the information in this disposition agreement and have been given the opportunity to request clarification of any aspects not fully understood. My signature below certifies the disposition selections I have indicated above. I understand that I can change my selections in the future, as outlined above. In addition, I understand and agree that in the event that none of my elected choices are available, as determined by the clinic, the clinic is authorized, without further notice to me, to destroy and discard my frozen sperm, in accordance with its policies and procedures.

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

Date: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Date: \_\_\_\_\_

Patient Name:

Patient DOB:

MRN:

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## CONSENT TO TRANSFER FROZEN SPERM

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I, \_\_\_\_\_, hereby request to have my frozen sperm transferred from Strong Fertility Center (hereinafter referred to as "SFC") to another physician, clinic, laboratory, or healthcare facility (hereinafter referred to as "facility") of my choosing, as indicated below:

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

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

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

I understand that:

1. The sperm were frozen using the currently available techniques.
2. The facility designated above will document to SFC their willingness to receive the sperm prior to shipment of the sperm.
3. The sperm will be shipped in a liquid nitrogen dry shipper via a commercial airline carrier / courier or other arranged transport methods.
4. Instructions concerning proper handling and thawing of the sperm will be provided by SFC to the designated facility.
5. SFC will take no responsibility to investigate the expertise, credentials, or certification of the institution and/or the personnel designated to receive the sperm either prior to or after shipment.

The risks associated with this transfer have been explained to me, and I fully understand the risks involved in the transport and storage of frozen sperm, including the possible inadvertent thawing and destruction of the sperm while in the care of a third party. I also understand that there is no guarantee that the sperm will survive the thawing process after transfer of custody to an outside treatment facility or will result in successful pregnancy upon artificial insemination after thaw. With knowledge of these risks, I accept responsibility for the decision to transfer the frozen sperm to the facility designated above.

I hereby release SFC, its agents, officers, and personnel from all liability concerning transport of the aforementioned sperm. I acknowledge that I have read and fully understand all information contained in this consent and have been given ample opportunity to request clarification of any aspects not fully understood. By signing below, I consent to transfer my frozen sperm to an outside storage or treatment facility, and I acknowledge my understanding of the associated risks.

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

Date: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Date: \_\_\_\_\_