



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 GAMETES

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

Please check one: Oocytes (eggs) Sperm

Facility Name: _____

Facility Contact Name: _____

Facility Contact Phone Number: _____

Please verify that your gametes were created by licensed NY state tissue bank. If your gametes were generated from an out-of-state tissue bank, which is not licensed by NYS-DOH, then the IVF lab will need to request permission from New York State to receive the gametes.

I/We understand that:

1. The above designated facility will document to SFC their willingness to transfer the gametes prior to shipment.
2. The gametes 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 (for oocytes) 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 gametes 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 gametes, including the possible thawing and destruction of the gametes and/or gametes while in the care of a third party. I/We also understand that there is no guarantee that the gametes and/or gametes 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 gametes to SFC.

I/We hereby release SFC, its agents, officers, and personnel from all liability concerning the aforementioned gametes. 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 gametes from the aforementioned outside facility to SFC and understand the risks involved.

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Disposition of Gametes

Because of the possibility of you and/or your partner's separation, divorce, incapacitation, or death after gametes have been produced, it is important to decide on the disposition of any gametes (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 gametes.
3. Donating the cryopreserved gametes to the IVF laboratory for research or training purposes.
4. Donating the cryopreserved gametes 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 gametes in the following hypothetical circumstances: death of the patient and by failure to pay fees for frozen gametes 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 gametes.

Note:

- Gamete donation to achieve a pregnancy is regulated by the FDA (U.S. Food and Drug Administration) and 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 gametes 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 gametes, we agree that the gametes 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 gametes 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 gametes 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 gametes here. In the event that the designated individual or couple is unable or unwilling to accept the gametes, the clinic will control the donation.

Please donate to:

Name	_____
Address	_____
Telephone	_____
Email	_____

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

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 gametes.

Nonpayment of Cryopreservation Storage Fees

Maintaining gametes in a frozen state is labor intensive and expensive. Along these lines, there are fees associated with freezing and maintaining cryopreserved gametes. Patients/couples who have frozen gametes 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 gametes as well as to pay fees associated with the storage of their gametes. In situations where there is no contact with the clinic for a period of 1 year, or fees associated with gamete 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 gametes may be destroyed by the clinic in accordance with normal 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):

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



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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 gametes.

Time-Limited Storage of Gametes

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

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

Age-Limited Storage of Gametes

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 gametes here. In the event that the designated individual or couple or is unable or unwilling to accept the frozen gametes, the clinic will control the donation.

Please donate to:

Name	_____
Address	_____
Telephone	_____
Email	_____

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

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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 gametes.

Donation of Frozen Gametes for Research Purposes

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

- Donating gametes 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 gametes will be used for research. In these instances, if after five years no recipient or research project can be identified, or if your gametes are not eligible, your gametes will be destroyed and discarded by the lab in accordance with laboratory procedures and applicable laws.
- The gametes 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 identifiers associated with the gametes 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 gamete or details regarding gamete use to derive human pluripotent cells.
- Derived cells or cell lines, with all identifiers removed, may be kept for many years.
- It is possible 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 gamete donor.
- Donated gametes will not be transferred to a woman’s uterus, nor will the gametes survive the human pluripotent stem cell derivation process. Gametes will be handled respectfully, as is appropriate for all human tissue used in research.
- If the donated gametes were formed with gametes (eggs or sperm) from someone other than the patient and the patient’s spouse or partner (those whose signatures are on this document), the gamete donor(s) may be required to provide a signed, written consent for use of the resulting gametes for research purposes.



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Legal Considerations and Legal Counsel

The law regarding gamete cryopreservation, the subsequent thaw and use of gametes, 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 gamete cryopreservation/disposition if we have any questions or concerns about the current or future status of our gametes, 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 gametes.

PATIENT Name: _____ Signature: _____ Date: _____

PARTNER Name: _____ Signature: _____ Date: _____

WITNESS Name: _____ Signature: _____ Date: _____
Physician/Physician Designee/Notary