

## REPRODUCTIVE MEDICINE AND INFERTILITY ASSOCIATES

Woodbury Medical Arts Building  
2101 Woodwinds Drive, Suite 100  
Woodbury, MN 55125  
(651) 222-6050

### EGG DONOR'S INFORMED CONSENT AND AUTHORIZATION TO DONATE EGGS TO AN ANONYMOUS / KNOWN RECIPIENT FOR IN VITRO FERTILIZATION

We, the undersigned Donor and partner, have agreed to donate oocytes (eggs) to one or more anonymous or known recipients for the purpose of assisting in the achievement of pregnancy through one or more procedures called in vitro fertilization (IVF), offered by Reproductive Medicine and Infertility Associates (RMIA).

#### I. DEFINITIONS.

- A. A PRE-EMBRYO is a fertilized egg, which prior to implantation in the uterus has divided to form a small number of simple, non-specialized cells. At this pre-embryo stage of development, each of these primitive cells is identical.
- B. IN VITRO FERTILIZATION (IVF) refers to the processes whereby egg growth is stimulated in the ovaries with the resultant eggs being retrieved and fertilized by sperm in the laboratory.

#### II. SCREENING AND TESTING

The Donor understands that the American Society for Reproductive Medicine recommends, and RMIA requires, the following screening process for egg donors:

Egg donors must submit to and pass all egg donor screening tests and procedures required by RMIA. The Donor understands and agrees that final approval will be made at the sole discretion of the RMIA physician. The Donor also understands that the screening process involves, but is not limited to, the following:

- a. Medical and genetic history
- b. Infectious disease screening (including sexually transmitted diseases)
- c. Physical examination
- d. Psychological examination

\*Infectious disease screening is required 6 months after oocyte donation\*

The Donor agrees to respond in full honesty to all of RMIA's requests for medical, genetic and sexual history information. Furthermore, the Donor agrees to submit to all required serological tests including those for HIV. The Donor will be responsible for any damage to RMIA or to the

recipient(s) caused as a result of misrepresentations regarding their health, genetic/hereditary characteristics, or sexual history.

### **III. IN VITRO FERTILIZATION**

In order to stimulate multiple egg growth, the Donor will be given, by injection, 2 hormonal medications: 1.) a gonadotropin releasing hormone agonist 2.) human menopausal gonadotropins. When, on the basis of hormone measurements and ultrasound scans, optimal maturity of eggs has been achieved, a third injection of hormones, human chorionic gonadotropin (hCG) will be given to induce final maturation of the eggs.

This process can sometimes result in temporary, and painful ovarian enlargement. Occasionally, this ovarian enlargement is severe and may result in a condition known as ovarian hyper-stimulation syndrome. This more serious, life-threatening variant may necessitate hospitalization. In our experience, severe ovarian hyper-stimulation occurs in less than 1% of all patients.

Mature eggs are retrieved under ultrasound guidance by placing a needle through the vagina into the ovary. Follicle sacs are entered individually and gentle suction is applied to remove the eggs and its surrounding fluid from the ovary. Complications of this are rare but can include excessive bleeding or injury to the surrounding bowel.

We have discussed with RMIA Doctor \_\_\_\_\_ the risks of IVF and its alternatives. We freely and knowingly assume these risks.

Donor's Initials \_\_\_\_\_

### **IV. RMIA'S DISCRETION REGARDING MEDICAL TREATMENT AND PROCEDURES**

The Donor understands that RMIA is not obligated to proceed with any egg donation procedures if, on the basis of scientific evidence, the said personnel in their best medical judgment believe that the risks to the Donor or to the recipient(s) of proceeding outweigh the benefits.

### **V. PSYCHOLOGICAL INFORMED CONSENT**

Parties to an egg donation procedure may face some psychological issues not disclosed herein. An explanation of these potential issues will be addressed in a separate counseling session with a specially trained psychologist associated with RMIA. The psychological counseling session is a prerequisite to the acceptance of a potential egg donor by the RMIA physician.

The Donor understands that the full psychological implication of being an egg donor is unknown and agrees that RMIA cannot and will not be held responsible for any negative psychological consequences stemming from egg donation.

### **VI. OWNERSHIP OF EGGS AND RESULTING PRE-EMBRYOS**

Following egg retrieval, all ownership rights of the Donor to the eggs will be relinquished. The eggs and any pre-embryos resulting from fertilization of the donated eggs are the sole responsibility of the recipient(s). The donor will have no claim to the eggs or resulting pre-embryos. The recipient and her physician have the authority in determining how many pre-embryos are to be transferred to her uterus, whether or not to cryopreserve the pre-embryos, and whether or not to donate the excess pre-embryos.

## **VII. PARENTING RIGHTS OF OFFSPRING**

Offspring resulting from the Donor's eggs will be the children of the recipient(s) who is fully responsible for all such offspring. The Donor understands that they cannot claim any parenting rights to offspring conceived from the use of their eggs.

## **VIII. FINANCIAL RESPONSIBILITY**

The Donor understands that any expenses incurred at RMIA are the direct responsibility of the recipient(s). If complications arise, or if the Donor suffers physical injury that is directly related to the egg donation, RMIA and/or the recipient(s) will be responsible for the expenses of such complications or injury. If the Donor has medical insurance, RMIA requests that claims be submitted to the Donor's plan as the primary insurance provider, RMIA will then pay the rest.

The Donor waives and agrees not to pursue any claims against RMIA including, but not limited to, pain and suffering, loss of consortium, and loss of time from work. This waiver and agreement does not include the charges specified in the preceding paragraph, which will be the responsibility of RMIA and/or recipient.

## **IX. NO BENEFIT TO DONOR**

The Donor understands that there is no direct benefit from donation. The Donor will be paid a nominal fee for their time and inconvenience, but will receive no remuneration for the donated eggs.

## **X. RIGHT TO CHANGE DONATION ELECTION**

**The Donor may withdraw consent to donate her eggs at any time up to the point of retrieval. However, if the Donor rescinds her election to donate eggs, all costs incurred by the recipient(s) and RMIA, and fees earned by RMIA for services rendered to the Donor and recipient(s) upon the reliance of the Donor's agreement to donate shall become due and payable by the Donor to RMIA at the time of rescission.**

Donor's Initials \_\_\_\_\_

## **XI. ANONYMITY OF DONOR AND RECIPIENT**

The Donor understands and agrees that they shall have no right to learn the identity of the recipient(s). The Donor will not be given any information regarding fertilization, pregnancy, children, or cryopreservation of pre-embryos. The Donor understands that the recipient(s) will similarly have no right to learn the identity of the Donor, however, all of the Donor's testing and screening information shall be available to the recipient(s). Such information supplied to the recipient(s) shall be without any identifying information. RMIA will exercise its best efforts to ensure the confidentiality of the Donor and the recipient(s) and identifying information about the Donor and Recipient to the full extent allowed and provided by law.

## **XII. INDEMNIFICATION**

The Donor agrees to indemnify RMIA for any and all losses or injuries incurred as a result of:

- 1.) any fraudulent statement or misrepresentations made by the Donor, or

- 2.) the Donor's actions or inactions in accordance with this Informed Consent and any other agreement regarding egg donation.

### **XIII. NOTIFICATION OF CHANGE IN DEMOGRAPHICS or MEDICAL HISTORY**

The Donor agrees to inform Reproductive Medicine & Infertility Associates of any change in address telephone number and/or medical history information

### **XIV. SEVERABILITY**

In the event that any part of this Informed Consent and Authorization is declared by any court of competent jurisdiction to be null, void, or unenforceable, the said provision shall survive to the extent it is not so declared, and all other provisions of this agreement shall remain in full force and effect.

### **XV. COPY OF CONSENT FORM MADE AVAILABLE**

We may request a copy of this consent form for our own records.

### **XVI. REPORTING OF ASSISTED REPRODUCTIVE TECHNOLOGY TREATMENT**

The notice below has been provided to us from the Society of Assisted Reproductive Technologies (SART) Executive Council for distribution to all patients undergoing Assisted Reproductive Technologies treatment. Please note that we are required to report the data from your treatment cycle as described below.

'Data from your ART procedure will also be provided to the Centers for Disease Control and Prevention (CDC). The 1992 Fertility Clinic Success Rate and Certification Act requires that the CDC collect data on the all assisted reproductive technology cycles performed in the United States annually and report success rates using these data. Because sensitive information will be collected on you, CDC applied for and received an 'assurance of confidentiality' for this project under the provisions of the Public Health Service Act, Section 308(d). This means that any information that CDC has that identifies you will not be disclosed to anyone else without your consent. We will comply with RMIA to obtain all the necessary information required by the CDC associated with our IVF treatment cycles.'

### **XVII. OPPORTUNITY FOR LEGAL REPRESENTATION**

We acknowledge by our signatures below that we have read the foregoing, all questions have been answered to our satisfaction and that we have been advised to, and have had the opportunity to consult with legal counsel of our own choosing. We have been advised and understand that we, as Donor and partner, may have conflicting interests and should, if either of us desires, each seek our own independent legal counsel.

Having been fully informed, we freely and voluntarily sign below:

\_\_\_\_\_  
Donor Printed Name

\_\_\_\_\_  
ID #

\_\_\_\_\_  
Donor signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Partner Printed Name

\_\_\_\_\_  
ID #

\_\_\_\_\_  
Partner signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date