

REPRODUCTIVE MEDICINE AND INFERTILITY ASSOCIATES

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

AGREEMENT AND AUTHORIZATION FOR THE DISPOSITION OF CRYOPRESERVED EMBRYOS

I. DIRECTION AND AUTHORIZATION GRANTED

We, the undersigned patient and partner have requested Reproductive Medicine & Infertility Associates (RMIA) freeze surplus embryos formed in connection with IVF services, a process known as "cryopreservation". Recognizing that there may be some cryopreserved embryos in the possession of RMIA after we achieve a viable pregnancy, or in the event of other special circumstances, we give our express direction and authorization to RMIA regarding management and disposal of our cryopreserved embryos in the situations described below.

II. DISPOSITION DECISIONS

Please note that disposition decisions marked with three asterisks (***) are those that could/would result in the eventual transfer of your cryopreserved embryo(s) into someone other than yourself (patient). In such a situation, FDA regulation 21 CFR Part 1271 would apply. Please read **Section XI** prior to electing one or more of these disposition decisions.

We agree, by and between ourselves and as additional consideration for the services to be performed by RMIA, as follows:

i. In the event of the death of the patient our embryos shall be:

_____ Given to the partner to utilize. ***

_____ Donated to RMIA for research.

_____ Disposed of by RMIA's standard procedures.

Patient signature

Partner signature

ii. In the event of the death of the partner, our embryos shall be:

_____ Given to the patient to utilize.

_____ Donated to RMIA for research.

_____ Disposed of by RMIA's standard procedure.

Patient signature

Partner signature



iii. In the event of the death of the patient and the partner, our embryos shall be:

- _____ Donated to RMIA for research.
- _____ Disposed of by RMIA standard procedures.

Patient signature

Partner signature

iv. In the event the patient loses the ability to carry embryos, our embryos shall be:

- _____ Placed in the uterus of another female, but only if the patient and the partner can agree upon the selection of a gestational carrier. ***

RMIA does not provide gestational carriers. This option is placed here solely for the purpose of agreement between the patient and partner. However, RMIA will cooperate in the transfer of the embryos to a gestational carrier of the patient and partner's choice.

If the patient and partner cannot agree within twelve (12) months of the discovery of such an inability to carry embryos then the option selected below, indicated by the number one (1) shall apply.

- _____ Donated to RMIA for research.
- _____ Disposed of by RMIA's standard procedures.
- _____ Transferred to ReproTech, Ltd. (RTL) for long-term storage and/or for possible use in RTL Embryo Donation Program. ***

Patient signature

Partner signature

v. In the event of our divorce, our embryos shall be:

- _____ Given to the patient to utilize.
- _____ Given to the partner to utilize. ***
- _____ Divided equally between the patient and the partner, or if an odd number of vials of embryos exists, the patient/partner (circle one) shall receive the quantity greater than one half of the vials. (Embryos within in a single vial cannot be divided between the patient and partner, and must be given entirely to either the patient or the partner)***

- _____ Donated to RMIA for research.
- _____ Disposed of by RMIA's standard procedures.

Patient signature

Partner signature

- vi. **In the event we elect not to complete IVF or if RMIA exercises its right to terminate participation in IVF, then (unless one or both of us have deceased, we are divorced, or if we discover that the patient loses her ability to carry embryos) our embryos shall be:**

_____ Stored at RMIA two years from the date of cryopreservation, then automatically transferred to ReproTech, a long term storage facility, and/or for possible use in RTL Embryo Donation Program. We agree to participate in the steps necessary to facilitate this transfer. If we fail to comply with these steps then RMIA shall dispose of the embryos in accordance with their standard procedures. ***

_____ Donated to RMIA for research.

_____ Disposed of by RMIA's standard procedures.

Patient signature

Partner signature

- vii. **In the event we achieve a viable pregnancy, either as a result of a "fresh" or "frozen" embryo transfer, then (unless one or both of us are deceased, we are divorced, or if we discover that the patient lost her ability to carry embryos) our embryos shall be:**

_____ Donated to RMIA for research.

_____ Disposed of by RMIA's standard procedures.

_____ Stored at RMIA two years from the date of conception or cryopreservation, whichever occurs last, then automatically transferred to ReproTech, a long-term storage facility, and/or for possible use in RTL Embryo Donation Program. We agree to participate in the steps necessary to facilitate this transfer. If we fail to comply with these steps then RMIA shall dispose of the embryos by RMIA's standard procedures. ***

Patient signature

Partner signature

- viii. **In the event we fail to make payments for storage, we direct RMIA to do the following with our embryos**

_____ Donate to RMIA for research.

_____ Dispose of by RMIA standard laboratory procedures.

Patient signature

Partner signature

III. CHANGE OF DISPOSITION DECISIONS

We understand that we may jointly change our decisions for the disposition of our embryos at any time by delivering a written document to RMIA with changes stated and notarized signatures of both the patient and the partner. Under no circumstances may the decisions for the disposition of cryopreserved embryos as indicated in this Agreement be modified by the patient or the partner acting alone in their individual capacity.

Patient signature

Partner signature

IV. EMBRYO DISPOSAL

We understand that if we have elected to dispose of our embryos in this document that no offspring will result from them. We have freely, voluntarily, and willingly made our decisions regarding the disposal of our embryos and release RMIA from all claims of any nature arising from, or related to, the embryos.

Patient signature

Partner signature

V. DONATION OF EMBRYOS TO RESEARCH

We understand that if we have elected to donate our embryos to research, we will have no further claims or rights of any kind to the embryos. Where deemed appropriate by RMIA, research protocols will be presented to appropriate committees for approval. In no case will embryos be used clinically in an attempt to produce a pregnancy. RMIA will conduct its own research or may collaborate with other research centers.

Patient signature

Partner signature

VI. TRANSFER OF EMBRYOS AFTER TREATMENT.

RMIA is not a long-term storage facility. Unless directed otherwise, embryos remaining in storage two years from the date of conception or initial cryopreservation, whichever occurs last, will be automatically transferred to ReproTech, Ltd. (RTL), a company specializing in long-term storage of cryopreserved gametes and embryos, or a similar storage facility. ReproTech, LTD, has an Embryo Donation Program with which RMIA has no affiliation. Patients will be asked to complete an embryo storage agreement with RTL prior to beginning their treatment.

Patient signature

Partner signature

VII. LEGAL STATUS OF EMBRYOS

We understand that as of the date of this Agreement, the legal rights of husbands and wives, or other parties, with regard to the use and disposition of human embryos resulting from IVF have not been statutorily determined in the State of Minnesota. If any of the selected uses or dispositions outlined in this document are subsequently prohibited by law, then such selected uses or dispositions shall be deemed null and void. In the event either the patient or partner contests the legality of any provision of this document with respect to the use of frozen embryos, RMIA will continue to preserve the frozen embryos at the expense of the contesting spouse, based on RMIA's fee structure, which RMIA may adjust from time to time. In the event of failure of the contesting spouse to make any payment due for more than one year, it is agreed that the said embryos may be disposed of by RMIA.

Patient signature

Partner signature

VIII. INDEMNIFICATION

We recognize that RMIA clients may change their thoughts regarding the disposition of cryopreserved embryos, which in turn may create a situation where RMIA becomes caught in a legal dispute. For example, a couple may agree that if the partner dies while cryopreserved embryos are in RMIA's care, that such embryos shall be disposed of by RMIA. After a partner dies, the patient may change her mind and seek to have a court of law award the embryos to her. (The above example is not to be construed as a limitation).

We understand that RMIA must enforce the terms of this agreement in such situations. We understand that RMIA is not willing to assume the risk for costs associated with such legal actions and **WE THEREFORE AGREE** to indemnify and hold RMIA harmless against any loss, liability, cost, damage, or expense whatsoever (including attorney's fees, and court costs) incident to any claim, action, or proceedings arising out of or in connection with this Agreement or our participation with IVF.

Patient signature

Partner signature

IX. RELIANCE ON AGREEMENT

We understand and agree that RMIA shall rely upon this Agreement and decisions made by the patient and partner in this Agreement. RMIA shall not be obligated to contact the patient or the partner prior to acting pursuant to the direction and authorization in this Agreement. RMIA shall have no duties except those which are expressly set forth in this Agreement and its duties shall not be changed, unless RMIA has given its prior written consent thereto.

Patient signature

Partner signature

X. COPY OF AGREEMENT MADE AVAILABLE

We request that a copy of this ‘Agreement and Authorization for the Disposition of Cryopreserved Embryos’ consent form has been made available to us.

Patient signature

Partner signature

XI. FDA REGULATION 21 CFR PART 1271

The purpose of this regulation is to help prevent the transmission and spread of communicable disease by human cells and tissue (including eggs, sperm and embryos) by screening and testing donors for “relevant communicable disease agents and diseases.” Screening involves the obtaining of a detailed donor medical history, a physical examination and a review of other records (lab tests, medical records). Testing involves blood and urine tests.

The regulation states that, when possible, testing and screening of sexually intimate partners who later decide to donate embryos should take place before transfer of the embryo(s) into the recipient. However, if screening and testing of the sexually intimate partners are not performed, the tissues must be labeled with the following warnings: “NOT EVALUATED FOR INFECTIOUS SUBSTANCES” and “WARNING: Advise recipient of communicable disease risks.” If the screening and testing were not performed at the time of initial cryopreservation but at the time that the decision is made to donate the embryo(s), the tissue must be labeled with, “Advise recipient that screening and testing of the donors were not performed at the time of cryopreservation of the reproductive cells or tissue, but have been performed subsequently.” The term “sexually intimate partners”, as used above, refers to the individuals who contributed the egg(s) and sperm which combined to form the embryo(s) that was/were cryopreserved. If donor sperm or donor eggs were used to create the embryo(s), then sexually intimate partners did not create the embryo(s); and the aforementioned does not apply.

If you elect an option or options that could/would result in the transfer of your cryopreserved embryo(s) into someone other than yourself (patient) and if you choose to be screened and tested prior to cryopreservation, there will be additional charges above and beyond those for cryopreservation. If you wish to be screened and tested, please notify us so that you can receive detailed information regarding the additional charges. If you will be using donor gametes (eggs or sperm) and plan to donate unused embryos in the future, screening and testing of the non-donor gamete provider must be performed prior to collection or retrieval of the gametes.

XII. CHANGE OF ADDRESS OR STATUS

Patients are obligated to notify Reproductive Medicine and Infertility Associates at 2101 Woodwinds Drive, Suite 100, Woodbury, MN 55125 in case of an address change, change in marital status and/or death of one of the partners.

Patient signature

Partner signature

XIII. FEE FOR NONCOMPLIANCE

An administrative fee of \$100.00 will be imposed by Reproductive Medicine and Infertility Associates for failure to comply with this agreement for costs associated with tracking and follow up services.

Patient signature

Partner signature

XIV. OPPORTUNITY OF LEGAL REPRESENTATION

We acknowledge by our signatures below that we have read the foregoing and that all questions have been answered to our satisfaction and that we have each 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 patient and partner, may have conflicting interests and should, if either of us so desires, each seek our own independent legal counsel.

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

Patient printed name

ID #

Patient Signature

Date

Partner printed name

ID #

Partner signature

Date

Address

Witness

Date