

**REPRODUCTIVE MEDICINE AND INFERTILITY ASSOCIATES**  
**Woodbury Medical Arts Building**  
**2101 Woodwinds Drive, Suite 100**  
**Woodbury, MN 55125**  
**(651) 222-6050**

**AGREEMENT AND AUTHORIZATION FOR THAW AND TRANSFER OF  
CRYOPRESERVED EMBRYOS TO A GESTATIONAL CARRIER**

I/We, the undersigned, as patient and partner, collectively referred to as the Couple, understand that I/We will be undergoing a Frozen Embryo Transfer (FET) cycle using cryopreserved embryos at Reproductive Medicine and Infertility Associates (RMIA). The thawed embryos will be transferred to the undersigned gestational carrier (GC), selected by the Couple to carry their child. The Couple is utilizing IVF services and the gestational carrier because they have been unable to conceive conventionally or by other available means.

**I. DEFINITIONS**

- a. A GESTATIONAL CARRIER is a woman who carries a Couple's child and has no genetic link to the developing child through the use of her own eggs. After IVF is performed pre-embryo(s) are transferred into the uterus of the gestational carrier.
- b. A PRE-EMBRYO is a fertilized egg, which prior to implantation in the uterus, has divided to form a number of cells.
- c. CRYOPRESERVATION refers to preservation through freezing
- d. EMBRYO TRANSFER (ET) is the placement of pre-embryos into the patient's uterus.

**II. SCREENING AND OPPORTUNITY FOR CRYOPRESERVATION AND QUARANTINE**

The GC understands that RMIA does not make any guarantee of the reliability of the information provided by the Couple in the above-described screening process. The GC understands and agrees that RMIA is not responsible for the accuracy or reliability of information obtained from the Couple during the screening process.

The GC also understands that RMIA cannot and will not assume any responsibility or liability for the Couple's actions or inactions during the screening process.

**III. FROZEN EMBRYO TRANSFER**

The cryopreserved pre-embryos will be thawed and used according to the directive of the patient and her partner. I/We understand that only pre-embryos considered by RMIA doctors to be of potential medical use will be transferred. Placement of the pre-embryos into the uterus requires a normal uterine lining and close synchronization to the normal process of embryo development. Such synchronization will require monitoring via blood tests and ultrasound examination(s). Cryopreserved pre-embryos will be thawed and placed into the uterus only if the cycle is determined by the attending RMIA doctor to be normal in all respects.

I/We understand that my/our frozen embryos will be thawed and placed in the gestational carrier's uterus. The number of frozen embryos has been discussed and is outlined on the patient's FET protocol plan. I/We also understand that there is a risk of multiple pregnancy (see Section III), which has certain accompanying complications that have been explained to me/us. These include but are not limited to premature labor and premature birth, each of which can present substantial risk to the infant(s).

I/We have discussed with an RMIA physician, the risks of FET and its alternatives. I/We freely and knowingly assume these risks.

#### **IV. DISPOSITION OF EXTRA EMBRYOS**

We understand and agree that all thawed embryos not used at the time of transfer will be disposed of in accordance with RMIA's standard laboratory procedures. We hereby agree and acknowledge that any embryo(s), which RMIA, in the exercise of reasonable medical judgment, determines to be non-viable or medically unsuitable for continued use, may be disposed of in accordance with its standard procedures.

#### **V. RISK OF MULTIPLE PREGNANCY**

Based on the experience of RMIA and published data, the risks of multiple pregnancies are significant. Approximately 15 to 30 percent of pregnancies conceived by IVF are multiple births. The risk for a multiple pregnancy depends not only on the health history and age of the intended parent / gestational carrier, but also on the number and quality of pre-embryos transferred.

For example, RMIA has noted the following multiple pregnancy rates in patients under the age of 36 who have conceived through IVF:

3 high quality pre-embryos transferred: twins 35%, triplets 9%

Multiple pregnancies, in excess of twins, greatly increase the chance for infant mortality through prematurity. If a multiple pregnancy occurs, RMIA advise that the patient consult a sub-specialist in maternal and fetal medicine, to discuss the possibility of a selective reduction in the number of live fetuses. The patient retains the right to decline any medical recommendation regarding selective reduction.

#### **VI. STORAGE OF CRYOPRESERVED EMBRYOS**

RMIA does not provide long-term storage of cryopreserved pre-embryos. Patients with cryopreserved embryos remaining in storage after 3 months from their scheduled FET will have the remainder of their pre-embryos transferred to a company specializing in long-term storage of cryopreserved pre-embryos. This transfer will occur approximately 3 months from the date of their FET and is contingent upon each patient's desire to continue storage of their pre-embryos as an alternative to disposal. Prior to transfer, patients will be asked to execute an agreement with a long term pre-embryo storage company.

In the event that I/we fail to complete an agreement with the storage company, pay them for storage, fail to make storage payments to RMIA or fail to comply with the steps necessary to facilitate this transfer, RMIA will discard these cryopreserved embryos without further notice.

In the event that either the patient or partner tests non-negative for any of the infectious diseases, embryos cannot be stored at RMIA. The patient would become solely responsible for storage, transfer fees and other related costs associated with an outside storage facility.

**VII. RIGHT TO TRANSFER CRYOPRESERVED PRE-EMBRYOS**

I/We understand that I/we have the right to transfer any frozen pre-embryos at any time to a storage bank and that I/we must pay any transfer fee.

**VIII. RMIA'S DISCRETION REGARDING MEDICAL TREATMENT AND PROCEDURES**

I/We understand that RMIA is not obligated to proceed if, on the basis of scientific evidence and sound medical judgment, the risks of proceeding with services outweigh the benefits. RMIA also reserves the right to terminate IVF services at any time. In the event of such termination, RMIA will abide by the patient and partner's directive they signed in the Agreement and Authorization for the Disposition of Cryopreserved Embryos consent.

**IX. NO GUARANTEE OR WARRANTY REGARDING THE THAWING OF CRYOPRESERVED EMBRYOS, PREGNANCY, OR THE HEALTH AND CHARACTERISTICS OF ANY CHILD CONCEIVED**

I/We acknowledge that there is no guarantee of a successful pregnancy by using FET and that failure may occur in transfer to the uterus, or pregnancy itself. Furthermore, I/we understand that neither the doctors nor RMIA make or have made any promises or warranties that pre-embryos will survive cryopreservation. Mechanical failures can occur at any point during the process resulting in loss of pre-embryos. Regarding the results of the cryopreservation procedure, I/we understand that there is no guarantee or warranty as to health and characteristics of any child or children conceived through IVF procedures.

I/We agree and understand that the doctors and RMIA shall not, and cannot, be held responsible for the physical or mental characteristics of any child or children conceived through IVF. I/We release RMIA, and the physicians, other personnel, and agents involved in IVF services from any and all liability and responsibility of any nature whatsoever for:

- a. Complications of pregnancy,
- b. Childbirth or delivery,
- c. The birth of a child or children abnormal in any respect,
- d. The genetic, or hereditary tendencies of an abnormal child or children,
- e. Multiple pregnancy and premature birth,
- f. Ovarian hyperstimulation syndrome,
- g. Any other adverse consequence that may arise in connection with, or as a result of, the procedure authorized by signing this form.

**X. PARENTAL RIGHTS OF RESULTING OFFSPRING**

The Couple are the intended parents of any offspring resulting from the IVF procedures contemplated in this Informed Consent for In Vitro Fertilization Using a Known Gestational Carrier. However, because this is an area with limited legal precedence, RMIA cannot assure

the Couple of the enforceability of their legal parental rights. RMIA strongly advises that all parties seek legal counsel with respect to the parental rights of resulting offspring.

**XI. 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.

**XII. COPY OF CONSENT FORM MADE AVAILABLE**

I/We may request a copy of this Agreement and Authorization Consent for Thaw and Transfer of Cryopreserved Embryos for our own records.

**XIII. 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 Center for Disease Control and Prevention (CDC). The 1992 Fertility Clinic Success Rate and Certification Act requires that the CDC collect data on 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.

**XIV. OPPORTUNITY FOR LEGAL REPRESENTATION**

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

**XV. 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.

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

\_\_\_\_\_

\_\_\_\_\_  
Patient's Printed Name

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

\_\_\_\_\_  
Patient's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Partner's Printed Name

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

\_\_\_\_\_  
Partner's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Gestational Carrier's Printed Name

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

\_\_\_\_\_  
Gestational Carrier's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

**DISPOSITION OF PREVIOUSLY CRYOPRESERVED HUMAN EMBRYOS**

If any of the original decisions regarding disposition of embryos wish to be changed after signing this document, it is incumbent upon the patient and/or partner to notify Reproductive Medicine and Infertility Associates of such changes in writing. Furthermore, it is understood that in the event of future disagreements between patient and partner regarding changes in decision of embryo disposition, Reproductive Medicine and Infertility Associates will not be a partner to resolution of the disagreement between parties. Finally, both patient and partner agree to abide by the financial commitments to Reproductive Medicine and Infertility Associates and/or long-term storage facility to which the embryos may be shipped, as indicated by this and other pertinent documents.

\_\_\_\_\_  
Patient's initials

\_\_\_\_\_  
Date

\_\_\_\_\_  
Partner's initials

\_\_\_\_\_  
Date