

Embryo Transfer and Storage Consent

We, _____, and _____, do hereby agree to the transfer of embryos currently stored at _____ to Heartland Fertility & Gynecology Clinic (Heartland).

We understand that the Cryopreserved Embryo(s) may not be viable and suitable for transfer at the time that they are thawed. Although no increased rate of birth defects has been reported from the relatively limited number of births from human Cryopreserved Embryos, the risks associated with human embryo freezing, thawing and transfer are not well established at present. We further understand that embryo cryopreservation is not intended for indefinite storage of embryos.

PATIENT'S COVENANTS

1. Provision of Information

As long as we have Cryopreserved Embryos in storage we hereby agree to contact Heartland at least annually to provide current information indicating our address, telephone number, and intention regarding our Cryopreserved Embryos.

Failure to:

- contact Heartland for a period of twelve months;
- respond to a request for information from Heartland within 90 days of receipt;
- provide a new address or forwarding address where mail is returned to Heartland as undelivered, shall constitute abandonment of our Cryopreserved Embryos and signify our desire to terminate storage of such embryos.

2. Payment of Fees

We understand that we are responsible for the costs of transferring and storage of our embryos. Annual storage fees are due at the beginning of each annual storage interval. We understand these fees are non-refundable and are not subject to prorated adjustment for partial storage intervals.

Should the annual fee for storage of our Cryopreserved Embryos remain unpaid for a period of

one (1) year after the first invoice is forwarded to our address as it is listed in our clinical records at Heartland, Heartland shall conclude that we are no longer interested in storing these specimen(s) and that non-payment of our account for one (1) year shall constitute abandonment and signify our desire to terminate storage of our Cryopreserved Embryos.

3. Failure to Provide Information or Pay Fees

In the event of our failure to contact Heartland or to pay storage fees as set out in section 1 and 2 above, we hereby consent to and instruct Heartland to dispose of our Cryopreserved Embryos as follows:

Please write yes or no to each of the following options and provide your initials beside the applicable option to confirm your instructions.

	Initials
(i) to remove from storage for subsequent disposal (yes/no)_____	_____
If No to (i) above, proceed to (ii) to (iv) below	
(ii) to be used to improve assisted reproduction procedures (yes/no)_____	_____
(iii) to be used to provide instruction in assisted reproduction procedures(yes/no)_____	_____
(iv) for a specific research project, the goals of which will be in the research project consent (yes/no)_____	_____
Embryo Transfer and Storage Consent:	_____

4. Separation and Divorce

We acknowledge that the fundamental intention of cryopreserving embryos is to establish a future viable pregnancy within this relationship. We understand and confirm that Heartland will not transfer or utilize the embryos without the written consent of both partners at the time of thawing. We understand and confirm that in the event of legal separation and/or divorce, unless both parties grant consent to the use of the embryos they cannot be utilized by one party without the others consent. In the event of legal separation or divorce, we consent to and hereby instruct Heartland to dispose of the embryos as follows:

Please write yes or no to each of the following options and provide your initials beside the applicable option to confirm your instructions.

	Initials
(i) to remove from storage for subsequent disposal (yes/no)_____	_____
If No to (i) above, proceed to (ii) to (iv) below	
(ii) to be used to improve assisted reproduction procedures (yes/no)_____	_____
(iii) to be used to provide instruction in assisted reproduction procedures (yes/no)_____	_____
(iv) for a specific research project, the goals of which will be in the research project consent (yes/no)_____	_____
Embryo Transfer and Storage Consent:	_____

5. Death of a Party

We acknowledge that the fundamental intention of cryopreserving embryos is to establish a future viable pregnancy within this relationship. We acknowledge and confirm that in the event of the death of one or both partners, consent to utilize the Cryopreserved Embryos cannot be granted posthumously. The consent for use by a surviving partner must have been provided by the deceased prior to death specifically allowing for the use of such Cryopreserved Embryos.

A. Use of Cryopreserved Embryos After Death

Please write yes or no as indicated and initial beside the applicable option to confirm your instructions

In the event of my death, I hereby instruct Heartland to remove our Cryopreserved Embryos from storage for subsequent disposal.

Female Partner Male Partner
(yes/no)_____ (yes/no)_____

If no, please confirm your instructions below (i to iv)

I hereby consent to the use of our Cryopreserved Embryos after death, to be used for:

- (i) the reproductive use of the surviving partner.

Female Partner Male Partner
(yes/no)_____ (yes/no)_____

- (ii) improving assisted reproduction procedures.

Female Partner Male Partner
(yes/no)_____ (yes/no)_____

- (iii) instruction in assisted reproduction procedures.

Female Partner Male Partner
(yes/no)_____ (yes/no)_____

- (iv) for a specific research project, the goals of which
will be in the research project consent

Female Partner Male Partner
(yes/no)_____ (yes/no)_____

6. Release

We agree to absolve, release, indemnify, protect and hold harmless Heartland, its officers, directors, agents and employees, from any and all liability, however remote, resulting from the transfer and storage of our embryos, including but not limited to the loss or destruction of our embryos, the birth of a physically or mentally deficient child, subsequent disputes between the parties regarding the control of any frozen embryos, the custody and/or support of any children ultimately born as a result of this procedure, and all legal costs arising therefrom.

7. Consent

We understand and accept the conditions, risks and limitations of transferring and storing cryopreserved embryos set out herein. We have read and understood the Consent Form Information sheet attached hereto as Schedule A. We voluntarily consent to transferring and storing our cryopreserved embryos at Heartland for potential future use for the purposes stated herein. We confirm that we are eighteen (18) years of age or older.

DATED on this _____ day of _____, _____

FEMALE SIGNATURE

PARTNER SIGNATURE

WITNESS

WITNESS

I have consulted with and explained the contents of this Consent Form and Schedule A attached hereto to the patient and her partner.

DATE

PHYSICIAN SIGNATURE