

## EMBRYO CRYOPRESERVATION CONSENT

We are patients involved in the Heartland Fertility and Gynecology Clinic (“Heartland”) In vitro Fertilization and Embryo Transfer program (the “IVF Program”). As part of the IVF Program, cryopreservation of embryos may be recommended. Fertilization procedures may also result in multiple embryos and some or all of these embryos may be frozen (cryopreserved) for future use.

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 to Heartland

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:

- (i) contact Heartland for a period of twelve months;
- (ii) respond to a written request for information from Heartland within 90 days of receipt;
- (iii) 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 cryopreservation and storage of our embryos. Cryopreservation fees are due and payable at the time of embryo cryopreservation and storage fees are due at the beginning of each annual storage interval thereafter. 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.

Initials: \_\_\_\_\_

**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 sections 1 and 2 above, we hereby consent to and instruct Heartland to dispose of our Cryopreserved Embryos as follows:

Please write yes or no as indicated and initial 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-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)_____. |           | _____ |

**4. Separation and Divorce**

We acknowledge that the fundamental intention of cryopreserving embryos is to establish a future viable pregnancy within this relationship. We further acknowledge that a valid consent from both partners is required to utilize embryos in any future IVF procedure. 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:

- |   |           |       |
|---|-----------|-------|
|   | Initials: |       |
| (i) remove from storage for subsequent disposal (yes/no) _____.   |           | _____ |
| If No to (i) above, proceed to (ii) and (iii) 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)_____. |           | _____ |

**WE HEREBY:**

- |  |          |
|--|----------|
|  | Initials |
| a. Attach hereto an original executed Certificate of Independent Legal Advice (yes/no) _____ | _____    |

Or

- |  |       |
|--|-------|
| b. Waive our right to obtain Independent Legal Advice having fully understood the nature and effect of executing the Cryopreservation Consent Form (yes/no) _____. | _____ |
|--|-------|

8. Consent

We have also read the additional information provided to us by Heartland regarding cryopreservation prior to the execution of our consent below. We have discussed this document and additional information with a Heartland physician, who has provided us ample opportunity to ask any questions regarding the IVF Program and Cryopreservation, and who has answered these questions to our satisfaction.

We understand and acknowledge that no guarantee or assurance has been made as to the results that may be obtained. We further acknowledge that this document is by no means a complete record of our conversations with Heartland physicians and staff, and are satisfied that we are sufficiently advised and informed to make this decision.

We understand and accept the conditions, risks and limitations of embryo cryopreservation. In signing this document we request and consent to cryopreservation of any excess embryos resulting from In vitro Fertilization treatment. We understand that our acceptance of cryopreservation as a component of this infertility treatment is completely voluntary and that by written notice we may withdraw consent at any time.

We therefore voluntarily consent to the use of embryo cryopreservation to preserve the excess embryos resulting from our IVF treatment for my/our own future reproductive use. We are of eighteen (18) years of age or older.

DATED on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Female Signature:

Partner Signature:

Witness:

Witness:

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

DATE:

SIGNATURE OF PHYSICIAN: