

CONSENT FORM FOR SPERM FREEZING

Sperm samples can be frozen and stored for future use. The frozen sperm samples can be thawed in the future and used as the sperm source for insemination treatments or in vitro fertilization.

After the sperm are exposed to cryoprotectant solutions, they are placed in small containers, which are cooled to subzero temperatures and stored in liquid nitrogen. At a later date, the frozen sperm can be thawed and the cryoprotectant removed from the sperm to return them to a normal physiological environment. At the time of sperm thawing, it is possible that no sperm will survive. Prior to thawing the sperm sample I understand that I will need to sign a separate consent in front of a notary public no more than 120 days before the initiation of the treatment cycle. Studies of pregnancies resulting from the use of frozen human sperm have failed to demonstrate an increased risk of birth defects in the offspring. However, the possibility of presently unforeseen risks cannot be completely eliminated.

As with any technique involving specialized equipment technical problems and failure may occur. Boston IVF, its directors and employees shall not be held liable for any damage, loss or problems due to improper freezing, maintenance, storage, withdrawal, thawing and/or delivery caused by human error, malfunction of the storage tank, failure of utilities, strike by workers, cessation of services or other labor disturbances, any war, acts of public enemy or other disturbances such as fire, wind, earthquake, flooding or other acts of God. Boston IVF provides no insurance coverage, compensation plan or free medical care to compensate any person if frozen sperm samples are harmed in any way by the cryopreservation or thawing procedures.

I understand that I will be required to pay a fee for freezing and storage of the sperm. This fee covers the maintenance and storage of the specimen for a period of one year and is to be paid in advance of said maintenance and storage. This fee is assessed starting 90 days after freezing. This fee is subject to change. This fee is non-refundable and is not covered by health insurance. If the specimen is moved from our facility or discarded the annual storage fee will be pro-rated for each month the specimen(s) were here. Monthly pro-rated fees are charged on the first of the month, for the entire month.

I understand that the fee may be increased. If there is failure to make payment for one year of sperm storage, after reasonable notification of such non-payment mailed to my last known address as provided to Boston IVF by me, I understand that Boston IVF reserves the right to thaw and discard the sperm.

I understand that it is my responsibility to notify Boston IVF of any change in my address or telephone number and to provide any further information that Boston IVF may require to discharge its obligations under this agreement.

I understand that my frozen sperm samples will be considered to be abandoned if more than one year has passed since I have been in contact with Boston IVF in writing and, despite diligent efforts, Boston IVF is unable to contact me at my last known address. If the frozen sperm samples are considered to be abandoned, then Boston IVF reserves the right to remove the frozen sperm samples from storage and discard them.

If Boston IVF ceases to exist, I will be sent written notice by U.S. mail so that I can make arrangements to have my frozen sperm samples discarded or transferred to another center for continued storage. If upon receipt of such notice, I fail to make appropriate, timely arrangements for the discarding or transfer of my frozen sperm samples (i.e., within six months of receipt of such notice), I understand that Boston IVF reserves the right to remove the frozen sperm samples from storage and discard them and may do so without further notification.

DISPOSITION OF FROZEN SPERM

In the event of my death, I wish the sperm to be:

INITIALS

A. Owned and controlled by the current partner who is able and willing to assume such ownership and control; otherwise the sperm will be discarded.

INITIALS

B. Thawed and discarded.

ACKNOWLEDGEMENT OF INFORMED CONSENT AND AUTHORIZATION

I acknowledge that I have read and fully understand this written material, and all of my questions concerning the procedure have been fully answered to my satisfaction.

I am aware that there are other laboratories in the area that offer sperm freezing and storage and I have freely chosen to have the service performed at Boston IVF.

I accept the responsibilities, conditions and risks involved as set out in this document and as explained to me by the staff of Boston IVF.

I understand that before the frozen sperm samples can be thawed and used for in vitro fertilization (IVF) or intrauterine insemination (IUI) treatment a consent needs to be signed and notarized no more that 120 days before the initiation of the treatment cycle.

I acknowledge that it is my responsibility to notify Boston IVF in writing if I become aware of any information that Boston IVF should have in order to discharge its obligations under this agreement.

I agree to notify BIVF immediately in writing of any change in our marital status including separation or divorce.

I acknowledge that I, the undersigned, am voluntarily freezing sperm at Boston IVF and alternatives to sperm freezing have been explained to me.

I understand that the contact information that I have provided below is the sole information that will be used to locate me if I lose contact with Boston IVF. I acknowledge that it is my responsibility to notify Boston IVF in writing if I move or otherwise change my address.

By signing this document I acknowledge that Boston IVF has obtained from me informed consent to freeze sperm.

Patient Signature

Date

Printed name

Date of Birth