CONSENT FORM TO USE DONOR SPERM

INSTRUCTIONS:
This consent form provides a description of the treatment that you are undertaking.

- Read the consent completely. If you have any questions please speak with your doctor.
- Do not make any additions or deletions to the consent.
- Treatment **cannot** be started until all consents are signed.
- Consents must be signed in front of your nurse or physician.

Frozen donor sperm can be used as the sperm source for intrauterine insemination (IUI), in vitro fertilization (IVF), and gamete intrafallopian transfer (GIFT). The source of the donated sperm can be from a known donor or an anonymous donor through a sperm bank. The purpose of this treatment is to help establish a pregnancy.

To freeze the sperm sample the sperm are exposed to cryoprotectant solutions (a special medium for freezing), placed in straws, which are cooled to subzero temperatures and then 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 sperm thawing, it is possible that no sperm will survive.

We understand that there is no guarantee that this treatment will result in a pregnancy. Most infants that have been born using donor sperm are normal. The rate of congenital abnormalities (birth defects) in the general population is 2-3% and the rate is not different in babies conceived following this treatment. It is important to be aware that genetic abnormalities, structural abnormalities, mental retardation and other abnormalities may occur following this treatment as can occur in pregnancies conceived naturally. We understand and agree that Boston IVF, and their directors, agents or employees, are not responsible for the physical or mental characteristics of any child or children who are conceived following the use of donor sperm. We hereby agree to assume the risks which are present of bearing a physically or mentally handicapped child. We have elected to pursue this treatment voluntarily and have been given the opportunity to pursue other options.

**Legal Issues Concerning the Use of Donor Sperm and/or Donor Eggs**

We understand and acknowledge that Boston IVF has not and is not giving us legal advice. If you have any questions or concerns about the following it is recommended that you consult with a lawyer.
We understand that the law in Massachusetts regarding use of donor gametes and the parentage of a child conceived with donor gametes is not completely settled. There is currently one Massachusetts statute in place which states that, “Any child born to a married woman as a result of artificial [donor] insemination with the consent of her husband, shall be considered the legitimate child of the mother and such husband”. Mass.G.L.ch. 46 §4B. There are other laws which may or may not apply to our situation, including (among possibly others) an equal rights law, a law on determining maternity out-of-wedlock, and law that within Massachusetts recognizes same-sex marriage. We acknowledge that the law is not clear, and may not be settled, regarding use of donor sperm for individuals or couples who are not legally married.

If you are in a relationship and not married for the purpose of trying to secure the legal status and security of any resulting child and intended family, we understand that Boston IVF strongly recommends a legal consultation and agreement prior to proceeding with sperm donation treatment. The purpose is to allow us to consult with legal counsel experienced in the legal aspects of third-party or collaborative reproduction to answer any questions and to advise as to our respective rights, obligations, and risks, and what steps may be taken to help ensure any resulting child’s legal status. We acknowledge that Boston IVF is not in a position to give us legal advice and has not done so.

If we are a legally married same-sex couple, Boston IVF strongly recommends we have a legal consultation to investigate what additional steps, including a co-parent adoption, we may wish to take to secure the legal status of our family within and outside of Massachusetts.

We agree that such child or children conceived and born shall be our legitimate child and agree (jointly and separately) to assume the entire responsibility of any child born. We agree to assume all financial support, care, custody or living expenses, health, welfare, and education of the resultant child or children born.

Storage of Donor Sperm

Frozen donor sperm samples can be stored at Boston IVF for future use. 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 storage procedure.

We understand that we will be required to pay for sperm storage if storage exceeds 90 days. Additionally, we understand that we will be billed annually for continued storage of our samples. We understand that the fee may be increased. If there is failure to make payments for one year of sperm storage, after proper notification, we understand that Boston IVF reserves the right to thaw and discard the sperm.
We understand that it is our responsibility to notify Boston IVF of any change in our address or telephone number, and to provide any further information that Boston IVF may require to discharge its obligations under this agreement.

We understand that our frozen sperm samples will be considered to be abandoned if more than one year has passed since we have been in contact with Boston IVF and, despite diligent efforts, Boston IVF is unable to contact us at our 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. In the event of our death we understand that the sperm samples will be thawed and discarded.

If Boston IVF ceases to exist, we will receive proper notice so that we can make arrangements to have the frozen sperm samples discarded or transferred to another center for continued storage. If upon receipt of such notice, we fail to make arrangements for the discarding or transfer of the frozen sperm, we understand that Boston IVF reserves the right to remove the sperm from storage and discard the sperm samples.

**ACKNOWLEDGEMENT OF INFORMED CONSENT AND AUTHORIZATION**

We acknowledge that we have read and fully understand this written material. We have been given the opportunity to ask questions and all of our questions concerning the procedure have been fully answered to our satisfaction.

We have had the opportunity to undergo psychological, medical and legal counseling to our satisfaction concerning the use of donor sperm.

We have also been given the opportunity to select a sperm donor that meets with our satisfaction. We understand that it is our responsibility to purchase the donor sperm samples and arrange for their transport to Boston IVF. If we are undergoing anonymous sperm donation we understand that the donor shall not be advised of our identity, nor shall we ever be advised of the identity of the donor.

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

We consent to the use of donor sperm treatment. By signing this document we acknowledge that we have had a thorough discussion with a Boston IVF physician and caregivers and all of our questions have been answered to our satisfaction. This discussion included information on the risks, benefits, side effects and complications of using donor sperm. **Furthermore, we acknowledge that the discussion with our Boston IVF physician and caregivers was in language that we could understand and that we have been provided sufficient information to allow us to make an informed decision whether or not to proceed with treatment.** The discussion with our Boston IVF physician and caregivers included alternatives to the use of donor sperm including the option of having no treatment.
By signing this document we acknowledge that our Boston IVF physician and caregivers have obtained from us informed consent to proceed with treatment using donor sperm.

It is required that you have this document witnessed at Boston IVF, if unable because of distance the default is to have this document officially notarized.

____________________________               _____________________________                          _________________________
Signature of Patient                                       Signature of Partner                                                     Signature of Physician

____________________________         ____________________________
Printed name           Printed name

____________________________         ____________________________
Date of Birth           Date of Birth

____________________________               ____________________________
Date            Date

____________________________               ____________________________
Signature of BIVF Witness or Notary              Signature of BIVF Witness or Notary

____________________________               ____________________________
Printed Name of Witness or Notary                  Printed Name of Witness or Notary

____________________________               ____________________________
ID Type                                                            ID Type

____________________________               ____________________________
ID Number and Exp Date                                ID Number and Exp Date

_______________________(State)                                  ______________________(State)
On this ____day of _________________, 201___, before me, the undersigned notary public, personally appeared _______________________, proved to me through satisfactory evidence of identification, which were____________________________________ ____ , to be the person whose name is signed on the proceeding or attached document in my presence.

Notary Public

On this ____day of _________________, 201___, before me, the undersigned notary public, personally appeared _______________________, proved to me through satisfactory evidence of identification, which were____________________________________ ____ , to be the person whose name is signed on the proceeding or attached document in my presence.

Notary Public