

CONSENT FORM FOR EMBRYO FREEZING & DISPOSITION OF EGGS, SPERM AND EMBRYOS

This consent form describes how embryos, extra eggs, and extra sperm will be handled following an IVF or GIFT cycle.

I. EMBRYO FREEZING

The purpose of embryo freezing is to save embryos for a future attempt to establish a pregnancy. Extra embryos following either an IVF cycle or resulting from the fertilization of extra eggs following the GIFT procedure will be examined to determine whether they are suitable for freezing. Embryos that are of sufficient quality can be frozen. Embryos of insufficient quality will be discarded.

Embryos that are suitable for freezing will be exposed to a cryoprotectant solution (a special medium for freezing) and are then placed in small tubes, which are cooled to subzero temps and stored in liquid nitrogen. At a later date, these frozen embryos can be thawed. During this process the cryoprotectant is removed and the embryos will be placed into a normal physiological environment which will allow further development.

In the future, if a couple decides that they no longer want to continue treatment, the frozen embryos can be thawed and discarded.

Potential Risks

At the time of thawing, it is possible that none of the embryos will survive and therefore no embryos will be available for transfer into the uterus. Studies of pregnancies resulting from the transfer of frozen human embryos have failed to demonstrate either an increased risk of complications during the pregnancy or birth defects in the offspring. However, the possibility of presently unforeseen risks cannot be completely eliminated. Also, the maximum length of time the embryos can be safely stored is unknown.

With any technique requiring mechanical support systems, including the cryopreservation of human embryos, equipment failure and technical problems 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 a couple if their embryos are harmed in any way by the cryopreservation process.

Financial Responsibility

We understand that we may be required to pay a fee for freezing, storage, thawing and transfer of embryos. We understand that the annual fee for continued storage may be increased.

If there is failure to make payments for two years of embryo storage, after reasonable notification of such non-payment mailed to our last known address as provided to Boston IVF by us, we understand that Boston IVF reserves the right to thaw and discard the embryos without further notice to us.

We understand that it is our responsibility to notify Boston IVF in writing of any changes in our address, telephone number, marital status or death of either of us.

If Boston IVF ceases to exist, we will be sent written notice by U.S. mail so that we can make arrangements to have our embryos discarded or transferred to another center for continued storage. If upon receipt of such notice, we fail to make appropriate, timely arrangements for the discarding or transfer of our embryos (i.e., within six

months of receipt of such notice), we understand that Boston IVF reserves the right to remove the embryos from storage and discard them and may do so without further notification.

Our decision regarding embryo freezing is as follows:

| | | | |
|----------------------------|------------------------------|--|---|
| _____ | _____ | | |
| Male Partner's Initials | Female Partner's Initials | | YES We consent to have extra embryos frozen. → (Go to Section II) |
| _____ | _____ | | |
| Male Partner's Initials | Female Partner's Initials | | NO We do <u>not</u> want to freeze extra embryos and we give consent to discard these embryos. → (Go to Section III) |

II. If YES to freezing---complete this section

DISPOSITION OF FROZEN EMBRYOS

We understand and agree that the frozen embryos are subject to our joint disposition and all decisions about their disposition must be joint decisions except where such disposition may be affected by applicable laws or by any court with jurisdiction over them. We can together and by mutual agreement change any of these decisions at any time by contacting Boston IVF and signing a new consent form, specifying our decisions. We further understand that certain uses or disposition of embryos may also require approval by Boston IVF. Boston IVF is not obligated to proceed with any attempted uterine replacement of any embryos in the event that Boston IVF considers that the risks associated with so doing may outweigh the potential benefits. Boston IVF also retains the right to terminate our participation in the program for other reasons that they consider appropriate. In any circumstances of termination of care where embryos, which have been cryopreserved, remain in storage, we will be contacted and all reasonable efforts will be made to arrange for disposition of such embryos (including transfer to another facility of our choice) in accordance with our desires at such time. **In addition to the following contingencies below we understand that, if both of us die, the embryos will be thawed and discarded.**

In the event of **DEATH** of the **FEMALE PARTNER**, we wish the embryos to be:

| | | |
|----------------------------|------------------------------|--|
| _____ | _____ | |
| Male Partner's Initials | Female Partner's Initials | A. Owned and/or controlled by the male partner if he is able and willing to assume such ownership and/or control; otherwise the embryos will be thawed and discarded. |
| _____ | _____ | |
| Male Partner's Initials | Female Partner's Initials | B. Thawed and discarded. |

In the event of **DEATH** of the **MALE PARTNER**, we wish the embryos to be:

| | | |
|----------------------------|------------------------------|---|
| _____ | _____ | |
| Male Partner's Initials | Female Partner's Initials | A. Owned and/or controlled by the female partner if she is able and willing to assume such ownership and/or control; otherwise the embryos will be thawed and discarded. |
| _____ | _____ | |
| Male Partner's Initials | Female Partner's Initials | B. Thawed and discarded. |

In the event the patient and her spouse are divorced or the patient and her partner dissolve their relationship, we agree that the embryos should be disposed of in the following manner. **Please choose one of the following:**

| | | |
|----------------------------|------------------------------|---|
| Male Partner's Initials | Female Partner's Initials | Destroy the embryos. |
| Male Partner's Initials | Female Partner's Initials | Award for research purposes, including but not limited to embryonic stem cell research, which may result in the destruction of the embryos but will not result in the birth of a child. |
| Male Partner's Initials | Female Partner's Initials | A court decree and/or settlement agreement will be presented to the Clinic directing use to achieve a pregnancy for one of us or donation to another couple for that purpose. |

Default Disposition

I/We understand and agree that in the event none of our elected choices are available, as determined by the clinic, the clinic is authorized, without further notice to us, to destroy and discard our embryos.

In the event that our embryos are still in storage at the end of **five** years, and we have not contacted Boston IVF to make alternative, appropriate arrangements for them that are acceptable to Boston IVF our embryos will be considered abandoned and will be

| | | |
|----------------------------|------------------------------|-----------------------|
| Male Partner's Initials | Female Partner's Initials | Thawed and discarded. |
|----------------------------|------------------------------|-----------------------|

III. If NO to freezing—complete this section

DISPOSITION OF FRESH EMBRYOS

In the unlikely event that a catastrophic event occurs between the time of the egg retrieval and the embryo transfer we wish the following:

In the event of **DEATH** of the **FEMALE PARTNER**, we wish the embryos to be:

| | | |
|----------------------------|------------------------------|--|
| Male Partner's Initials | Female Partner's Initials | A. Owned and/or controlled by the male partner if he is able and willing to assume such ownership and/or control; otherwise the embryos will be discarded. |
| Male Partner's Initials | Female Partner's Initials | B. Discarded. |

In the event of **DEATH** of the **MALE PARTNER**, we wish the embryos to be:

- | | | |
|----------------------------|------------------------------|---|
| | | A. Owned and/or controlled by the female partner if she is able and willing to assume such ownership and control; otherwise the embryos will be discarded. |
| Male Partner's Initials | Female Partner's Initials | |
| | | B. Discarded. |
| Male Partner's Initials | Female Partner's Initials | |

In the event of death of the male and female partners the embryos will be discarded.

IV. DISPOSITION OF EXCESS SPERM, EGGS AND EMBRYOS

The portion of the sperm sample not used for the insemination of the eggs is discarded. Eggs that are immature, fail to fertilize or abnormally fertilize are discarded. Embryos are discarded because the embryos are not suitable for freezing, the embryos are chromosomally/genetically abnormal or the couple chooses not to freeze excess embryos. Discarded sperm, eggs and embryos may be used for laboratory training before being discarded. No eggs will ever be inseminated to create embryos for training purposes. Discarded sperm, eggs and embryos may be studied as part of a research project. Research will only be conducted in compliance with Institutional Review Board (IRB) policy. All materials used for research purposes would be de-identified. No materials would be used to establish a pregnancy. Any material you have donated to research, or results of research including new products, tests, or discoveries, may be patentable or have commercial value. If you consent to donate materials, you will have no legal or financial interest in any commercial development resulting from the research.

The remainder of the page left blank intentionally

ACKNOWLEDGEMENT OF INFORMED CONSENT AND AUTHORIZATION

We acknowledge that we, the undersigned, are voluntarily participating in treatment at Boston IVF in order to conceive a child through IVF and that we will acknowledge our natural parentage of any child or children born through this technique. **We acknowledge that we have read all pages of this consent form and all of our questions concerning the treatment have been fully answered to our satisfaction.** We understand that the contact information that we have provided below is the sole information that will be used to locate us if we lose contact with Boston IVF. We acknowledge that it is our responsibility to notify Boston IVF in writing if we move or otherwise change our address.

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

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

By signing this document we acknowledge that we have had a thorough discussion with our Boston IVF physician. This discussion included information on the risks, benefits, complications and alternative to embryo freezing. Furthermore, we acknowledge that the discussion with a Boston IVF physician and caregivers was in language that we could understand and provided sufficient information to allow us to make an informed decision whether or not to proceed with embryo freezing. By signing this document we acknowledge that our Boston IVF physician has obtained from us informed consent.

We have read this document, understand the purpose, risks and benefits of this procedure, and we have been given the opportunity to ask questions, which have been answered to our satisfaction by the staff and physicians of Boston IVF.

Signature of Female Partner

Signature of Male Partner

Signature of Physician

Printed name

Printed name

Witness

Date of Birth

Date of Birth

e-mail address

e-mail address

Date

Date