

Agreement to Store Donor Sperm

I, (Patient, print name:) _____

(and if partner:) _____

Hereby agree to the following:

A. USE OF SPECIMEN

It is intended that the specimen be used for the purpose of future Assisted Reproductive Technology (ART) cycles only for the patient. In no event shall The Fertility Center be required to release the specimens to any person other than the patient or their physician.

B. DISPOSAL OF SPECIMEN

Upon the termination of this agreement for any reason whatsoever, The Fertility Center will dispose of the semen in a practical and ethical manner. I am aware of the sperm storage fees. I understand that it is my responsibility to make payments for sperm storage and to notify The Fertility Center of any change in my address. If The Fertility Center is unable to locate a patient (due to change in the patient name, address, etc.) when payment is due, the specimen may be destroyed. After six months of non-payment for sperm storage, the cryopreserved sperm may be destroyed at that time.

C. NO WARRANTY

The patient acknowledges that neither The Fertility Center nor any of its officers, directors, executives, employees, or consultants has made any representations or warranties to the patient of any kind or nature, including, without limiting the generality of the foregoing with respect to (1) the viability or motility of the frozen donor sperm cells, (2) the possibility of the successful use of the frozen donor sperm cells, (3) the lack of risk of a birth defect or miscarriage after use of the frozen donor sperm cells, (4) the possibility of the lack of complications in pregnancy and delivery after use of the donor's frozen sperm cells, (5) destruction or damage to the specimen, due to an accident in maintenance, frozen storage, improper withdrawal, thawing, or sperm specimen delivery, (6) the infallibility of The Fertility Center's liquid nitrogen cooled refrigerators or any other of The Fertility Center's executives, employees, or consultants. The patient further acknowledges understanding that the viability, motility, and capacity to fertilize with frozen sperm cells varies from specimen to specimen and may deteriorate with age and that no guarantee of any kind can be made with respect to the possibility of the successful use of frozen sperm cells for the purpose of pregnancy and delivery.

D. DUTIES

Although The Fertility Center laboratory shall act solely as the agent of client according to the terms of this agreement, all rights of the client under this agreement shall terminate upon the client's failure to pay The Fertility Center its appropriate fees, or to breach this agreement in any other manner. The Fertility Center shall be under no obligation to continue to perform any duty imposed by this agreement upon the patient's breach of this agreement.

E. ADDITIONAL AGREEMENTS

This agreement constitutes the entire understanding of the parties hereto and may be altered or amended only by an agreement in writing. The donor sperm specimens will be kept at The Fertility Center. If specimens are released to a carrier for shipment, The Fertility Center releases itself of all responsibilities regarding the quality, count, motility, and viability of those specimens. I authorize my partner and/or accompanying person to transport any semen/tissue samples for lab purposes.

The Fertility Center

F. DIRECTED (KNOWN) SPERM DONATION

I understand in cases of directed (known) sperm donation, more than one specimen may be cryopreserved. It is possible only some of the donated sperm will be used for a procedure. If sperm remains after an ART procedure, it is my responsibility to maintain storage fees on these additional specimens.

G. CUSTODY

In case of death or mental incapacity of one partner, the other partner will have custody of the donor sperm specimens; in single person cases, the specimen(s) will be destroyed.

<u>For couples: In case of divorce or separation, I want all of our cryopreserved donor sperm to be (select one):</u>	
_____	_____
Patient	Partner
Initials	Initials
Destroyed by The Fertility Center staff in a practical and ethical manner.	
_____	_____
Patient	Partner
Initials	Initials
Transferred to the custody of (must be one of the partners):	
Print name of person to maintain ownership of donor sperm samples:	

H. AGREEMENT

As a recipient of donor sperm, I accept all stated responsibilities and risks. After having read this document and spoken with Fertility Center staff, I understand the risks involved; have had all questions concerning this process fully answered to my satisfaction; and consent to being a donor sperm recipient. I consent to all information described in this document. In so doing, I affirm that I understand, assume, and accept all risks of my participation.

Patient Name: _____ DOB: _____ SSN: _____

Patient Signature: _____ Date: _____

Staff Member/Notary Signature: _____ Date: _____

Partner Name: _____ DOB: _____ SSN: _____

Partner Signature: _____ Date: _____

Staff Member/Notary Signature: _____ Date: _____