

Donor Sperm Consent

Storage of Donor Sperm and CMV information

I (female) _____ (and partner, if applicable) _____, authorize The Fertility Center to use donor sperm for my insemination or IVF procedure. To protect all involved parties, including future children born from donor sperm, I/we agree to the following:

- I/we understand that I may have other options available, including In Vitro Fertilization, being a recipient of donated embryos, adoption, foster care, or living childless.
- I/we authorize a Fertility Center physician, nurse, or designee to perform my procedure.
- If the donor sperm is anonymous, The Fertility Center shall not advise the donor of the above named individual's identities, nor shall the above named individuals be advised of the donor's identity, unless required by law.
- I/we understand donor sperm is obtained from Food and Drug Administration (FDA) registered sperm banks and that specimens are screened and tested for communicable diseases including Hepatitis B virus, Hepatitis C virus, HIV, Syphilis, Chlamydia, Gonorrhea, HTLV, and CMV. However, because it is not possible to test for every known disease and disorder, we understand there remains some risk of communicable disease transmission, birth defects, and/or genetic disorders.
- I/we fully agree that The Fertility Center and its agents are not responsible for the mental, physical and genetic characteristics of any child or children so conceived and born.
- I/we do hereby absolve and release The Fertility Center and its agents from any and all liability or responsibility for the physical or mental nature or character of any child or children so conceived and born.

From the moment of conception I/we agree that:

- A child or children so conceived and born is my own legitimate child or children and my heir(s).
- I/we hereby forever waive any right to disclaim such a child or children as my own.
- Such child or children so conceived and born are, and shall be considered to be, legally, morally and otherwise, in all respects, including descent of property, child or children born created from my own body.

It is further agreed that the failure to pay any and all fees associated with any cryopreserved/stored sperm specimen(s) may result in disposal of the specimen(s) after reasonable attempt at receiving payment.

Storage of Donor Sperm

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 sperm specimen 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, (2) the possibility of the successful use of the frozen donor sperm, (3) the lack of risk of a birth defect or miscarriage after use of the frozen donor sperm, (4) the possibility of the lack of complications in

pregnancy and delivery after use of the donor's frozen sperm, (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 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. 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.

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.

Cytomegalovirus (CMV) Information

Cytomegalovirus (CMV) is one of many tests required to be performed on sperm donors. CMV is part of the herpes family, which includes herpes simplex viruses, chicken pox viruses (varicella-zoster virus), and infectious mononucleosis (Epstein-Barr virus). CMV transmission occurs from person to person with close contact to infected bodily fluids. **Between 50 - 80% of adults in the USA are infected with CMV by age 40.** Most adults with CMV have no symptoms; others may develop mild illness, including fever, sore throat, fatigue, or swollen glands. Pregnant women who are infected with CMV rarely have symptoms, but the developing baby may be at risk for congenital CMV disease. Once infected, CMV is in a person's body for life, normally dormant.

Are sperm donors required to be Cytomegalovirus (CMV) negative?

Donors are required to be negative for all of the previously listed communicable diseases, ***with the exception of CMV***. Donors who test CMV Total antibody positive and CMV IgG positive may donate, but ***not*** anonymous donors who test positive for IgM (or CMV NAT). CMV Total antibody is the initial test that is performed on sperm donors. If that test is positive, then CMV IgG and IgM (or CMV NAT) testing are performed. **CMV IgG positive testing suggests a *past* CMV infection** (donors are allowed to donate). **CMV IgM (or NAT) positive testing suggests a *current* CMV infection** and anonymous donors are not allowed to donate. Recipients of known or directed donor sperm may elect to accept the specimen if the physician is agreeable and with informed consent.

How can CMV affect my unborn child?

CMV is the most common cause of congenital (present from birth) disability in the U.S. Approximately 1 out of every 750 children are born with or develop permanent disabilities due to CMV.

