

**CONSENT TO SHORT TERM STORAGE OF DONOR SPERM
AT THE FAMILY FERTILITY CENTER**

I, _____, of _____ County, City of _____ in the state of _____, am over the age of twenty-one years. I hereby request and authorize Dr. H. Christina Lee, and/or such assistants as she may designate to use the services of the Family Fertility Center (FFC) to store my donor sperm sample vials (hereafter Sample) at the FFC in Bethlehem, Pennsylvania, U.S.A.

On or about _____ (date), I voluntarily start treatment with artificial insemination at the FFC using donor sperm from:

(Check the box and mark initials next to the box for the source of donor sperm)

- a. _____ a commercial sperm bank of my choice, OR
- b. _____ a directed sperm donor.

At my free will, I place several vials of donor sperm in storage at the FFC in the event it takes more than one treatment cycle to achieve a successful pregnancy. Usually one but sometimes two vials will be thawed in a treatment cycle. All Sample will be placed in storage at the FFC until it is time for thawing in a treatment cycle.

I understand that as with any technique necessitating mechanical support, equipment failure can occur. I agree not to hold Dr. H. Christina Lee, the FFC, and its staff liable for any destruction, demise, or damage to my Sample caused by or resulting from any malfunction of freezing equipment or storage tank; failure of utilities, fire, wind, earthquake, water, or other acts of God.

I also have been advised that neither Dr. H. Christina Lee nor the FFC provides any insurance coverage, compensation plan, or free medical care to compensate me if any of my Sample is harmed in any way by the freezing or thawing procedures.

I agree to abide by the following rules regarding the storage and disposition of my Sample:

1. Absent any agreement to the contrary, maximum duration of Sample storage at the FFC for each group or partial group of Sample is **not to exceed one year** from the date of storage at the FFC. A group of Sample is all sperm vials from one shipment to the FFC from an outside sperm or all sperm vials from a single ejaculate.
2. Freezing and storage fees at the FFC must be paid fully in advance. Storage fees are charged at a flat annual rate. In the event these fees remain unpaid for more than two months (60 days), after one attempt to serve notice of intent by certified mail, all the vials from a group of Sample shall be **destroyed without further notice.**
3. No later than the expiration date of one year storage period at the FFC, the group of Sample will be shipped to a long-term storage facility **without further notice.** Currently the long-term storage facility utilized is Reprotech located at 1944

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Lexington Avenue, N., Suite 300, Roseville, MN 55113 (www.reprot.com). Dr. H. Christina Lee and the FFC have no financial interest in and receive no incentive, bonus, or payment from the long-term storage facility. I release Dr. H. Christina Lee and the FFC from any responsibility for damages resulting from shipping or handling of my Sample.

4. All forms required for future transfer of my Sample to a long-term storage facility must be **completed prior to the first shipment from an outside sperm bank or prior to freezing of the first Sample from a direct sperm donor.**
5. Instead of shipping all my Sample to a long term storage facility, I have the right to discard and destroy all Sample in storage at the FFC at the expiration of one year. If I elect to do so, I agree to complete the document titled: **Disposition of Frozen Sperm, Epididymal Aspirate or Testicular Biopsy Tissue Currently Stored at the Family Fertility Center** **before the first Sample(s) is placed in storage at the Family Fertility Center.**
6. I also have the right and responsibility to arrange for and direct the shipment of all my Sample, at my own expense, to another long term storage facility or another medical institute. I am solely responsible to execute all necessary documents from the receiving facility **before the first Sample(s) is placed in storage at the Family Fertility Center.** I shall send copies of such documents to the FFC so the transfer can be completed. Notwithstanding the foregoing, I release Dr. H. Christina Lee and the FFC from any responsibility for damages resulting from shipping or handling of my Sample.
7. (i) I am the sole owner of all my Sample. If I am married and we should divorce or separate, absent court order or subsequent written agreement between myself and my partner to the contrary, my Sample will not be released to any person or party for any purpose without my express written consent.

(ii) If during the period of storage of my Sample I should die or otherwise become incapable of determining the fate of my frozen Sample, I authorize the FFC to do **ONE** of the following with my cryopreserved semen/sperm.

(Check **ONE** box and mark initials next to box)

- _____ destroy all my Sample,
- _____ donate all my Sample to the Family Fertility Center for the sole purpose of laboratory quality control use, OR
- _____ other disposition (please describe) _____

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(iii) Absent an order by a court of law, this agreement and authorization shall be binding and irrevocable.

8. FFC reserves its right to terminate its provision of freezing and/or storage service at any time for any reason, and will arrange for shipping my Sample to a long term storage facility at my expense as set forth in this agreement.
9. I have reviewed and accepted the current fee schedule for services rendered by the FFC in conjunction with the freezing and storage of my Sample. I enter into this agreement freely and voluntarily. I have not relied on any inducements, promises, or representations made by Dr. H. Christina Lee, the FFC, or its staff. I further agree that this agreement is binding and irrevocable, unless designated otherwise by my written consent.
10. I have reviewed and accepted the storage agreement and fee schedule from the long-term storage facility. I hereby give my consent and authorization to Dr. H. Christina Lee and the FFC to ship and transfer my Sample to the long-term storage facility no later than one-year storage period at the FFC.
11. I accept and agree that it is my sole responsibility to notify the FFC in writing of any change in my address and/or phone number(s). In the event I fail to do so, after one attempt to contact me by certified mail, all vials from a group of Sample shall be **destroyed without further notice** upon receipt of returned and/or undeliverable certified mail.

