

**Consent to Frozen Embryo Transfer  
with Donated Frozen Embryo(s)**

We, \_\_\_\_\_(Recipient) and \_\_\_\_\_(Partner),  
of \_\_\_\_\_ City, County of \_\_\_\_\_ in the state of \_\_\_\_\_  
are \_\_\_\_\_(relationship) and over the age of twenty-one  
years. We hereby give our consent to accept donated frozen embryo(s), hereafter  
“Embryo(s)”, currently under the care of Dr. H. Christina Lee and the Family Fertility  
Center. We further request and authorize Dr. H. Christina Lee and/ or such assistants as  
she may designate to use the services of the Family Fertility Center to perform frozen  
embryo transfer using these Embryos because we have been unable to conceive either  
naturally or with other assisted reproductive technologies.

We understand the Embryos are extra embryos created in an in-vitro fertilization  
treatment cycle and kept frozen since their creation. They are donated to us because the  
couple or owner(s) of these Embryos decides not to have more pregnancies and children  
using these Embryos.

We agree that the donation of these Embryos will be anonymous and that we have no  
right to learn of the identity of any of the parties involved in the creation and donation of  
these Embryos, hereafter “Donors”. We may be given limited and non-identifying  
biographic and other health information of the parties involved in the creation of the  
embryos for the purpose of having a basic knowledge of the genetic heritage of our  
potential offspring. In order to preserve the anonymity of the donation, the extent of such  
disclosure is at the sole discretion of Dr. H. Christina Lee and the Family Fertility Center.  
We further agree not to seek the identity of the Donors of these Embryos and waive all  
rights we might have under any applicable law to see or copy, either in person or through  
a representative, records concerning any of the Donors that may be kept by the physician  
or the Family Fertility Center, and understand that at some point all records and  
information concerning the Donors might be destroyed to protect their identities.

Conversely we understand that our identities will not be released to the Donors of these  
Embryos.

The American Society of Reproductive Medicine currently recommends that couples  
undergo counseling prior to receipt of embryo donation. Although the Family Fertility  
Center does not require us to do so, we will inform our physician if we desire such  
counseling, which counsel would be made available at our expense. We further  
acknowledge that there may be unknown psychological risks both to us and to our  
offspring in connection with the receipt and transfer of embryo donation contemplated  
herein, and we agree to assume those risks.

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Although these donated Embryos were created with sperm and oocytes from two individuals who were screened for some genetic factors and sexually transmitted diseases, including hepatitis, syphilis and HIV, we understand it is still possible that these tests could be negative despite the presence of an infectious virus or the possibility of a genetic abnormality. We understand and accept that even with appropriate and currently available screening procedures for sexually transmitted diseases or genetic defects, the risks of infection or genetic defects cannot be entirely eliminated. We agree to be tested for HIV and hepatitis prior to receiving donated Embryos.

According to the rules and regulations of the Food and Drug Administration, FDA, we are hereby notified that these donated Embryos might not be thoroughly tested for all relevant communicable diseases and agents, hereafter RCDA. Specifically, individual who contributed the oocytes might/might not tested for RCDA with screening test kits for donors according to FDA rules and regulations; and the individual who contributed the sperm might/might not tested for RCDA with screening test kits for donors according to FDA rules and regulations. We are informed of the potential risks of contracting RCDA with these Embryos and we agree to accept such risks.

We understand that the purpose of accepting these Embryos is to create a pregnancy in Recipient with a frozen embryo transfer (FET). We have been informed that the following steps are involved in a FET:

**(I) Pre-treatment testing**

Suitability of all parties involved for this procedure will be determined by standard infertility evaluation, screening tests and other medically indicated procedures.

(II) Recipient of the Embryos will follow specific guidelines including, but not limited to, the taking of various hormonal medications in order to prepare the uterus for receipt of the Embryo(s). Such medications include injections, pills, estrogen patches and/or vaginal suppositories. Side effects of these medications have been fully explained.

**(III) Monitoring of uterine responses**

The Recipient of the Embryos will undergo ultrasound examination of the uterus and blood tests for reproductive hormones to assist in preparation of the uterine lining for optimal implantation.

**(IV) Thawing of the Embryos**

On the day of embryo transfer, one or more Embryos will be taken out of frozen storage, thawed according to specific protocols, and examined for viability. One or more Embryos that survive the process and appear to develop normally will be identified for embryo transfer.

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(V) Embryo Transfer

Embryo transfer involves loading one or more viable thawed Embryos into a small tubing, placing the tubing into uterus, and releasing the Embryos into the uterus under ultrasound guidance.

(a) Number of embryos to transfer

We understand that while the replacement of more than one Embryo increases the likelihood of pregnancy, the risk of multiple pregnancy increases as more Embryos are transferred.

(i) Multiple pregnancy

A multiple pregnancy is a pregnancy with more than one fetus. We have been advised that multiple pregnancy is associated with increased risks of adverse maternal, fetal and neonatal outcome.

(ii) Adverse maternal outcome

Multiple pregnancy increases the risk of serious and potentially lethal complications for the pregnant woman. Examples of such complications include but not limited to high blood pressure, toxemia, seizure, stroke, gestational diabetes, thrombosis and other clotting disorders.

(iii) Adverse fetal and neonatal outcome

Infants born from a multiple pregnancy have a disproportionate increase in infant morbidity and mortality. According to statistics in the U.S., one in four very low birth weight infants (less than 1500g) are twins; and one in six infants who die in the first month of life are twins. Infants born to triplets or higher order multiple pregnancies fare even worse.

( Martin JA, Hamilton Be, Sutton PD, et al Births: final data for 2004. National vital statistics reports. Vol. 55, No.1 Hyattsville, MD: National Center for Health Statistics, 2006; and Matthews TJ, MacDorman MF. Infant mortality statistics from the 2003 period linked birth/infant death data set. National vital statistics reports. Vol.54, No. 16. Hyattsville, MD: National Center for Health Statistics, 2006)

Serious and adverse outcome that more frequently happens to infants born from a multiple pregnancy include:

(A) fetal and neonatal death,

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- (B) birth defect,
- (C) developmental delay,
- (D) low birth weight, and
- (E) preterm or premature delivery.

A preterm or premature delivery is a delivery prior to 37 completed weeks gestational age. Examples of commonly recognized serious complications associated with preterm or premature infants include:

- (1) problems with respiration: respiratory distress, pneumonia, bronchopulmonary dysplasia, apnea
- (2) problems with the heart: patent ductus arteriosus
- (3) problems with the brain or central nervous system: intraventricular hemorrhage, seizure, periventricular leukomalacia.
- (4) problems with the eyes: retinopathy of prematurity, and
- (5) problems with infection: sepsis, necrotizing enterocolitis

We have been advised that the examples mentioned above is not meant to be an exhaustive list of all serious and persistent health problems or disabilities prevalent among infants born to multiple pregnancy or preterm delivery.

(b) Single embryo transfer

While there is no absolute guarantee to avoid multiple pregnancy, we have been given the option to have a **single** embryo transfer so as to minimize the possibility of multiple pregnancy.

(c) We (initials of intended parents) \_\_\_\_\_ and \_\_\_\_\_ decide and elect to have \_\_\_\_\_(state a number) thawed and viable embryo(s) transferred

(VI) Monitor outcome of embryo transfer

Following transfer of the Embryo(s), blood samples from the Recipient will be obtained to determine if pregnancy has occurred and if it is progressing normally.

We understand that the purpose of FET with these Embryo(s) is to create a pregnancy in Recipient, but that there is no guarantee that the procedure will result in a pregnancy. Any of the following may occur which would prevent the establishment of a pregnancy:

- a) response to hormonal medication may be abnormal;
- b) the time of embryo transfer may be misjudged;

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- c) the frozen Embryo(s) may not survive the thawing process;
- d) the frozen Embryo(s) may not develop normally after thawing;
- e) transfer of Embryo(s) may be met with technical difficulties;
- f) implantation may not be successful; and/or
- g) a laboratory accident may result in loss of or damage to the frozen Embryo(s).

We understand that there are risks and discomforts associated with this procedure, including:

- a) discomfort and side effects due to the use of hormonal medications, including the risk of ovarian hyperstimulation syndrome and the unknown impact on the risk of ovarian cancer in the future;
- b) discomfort with ultrasounds and securing blood samples;
- c) discomfort associated with transfer of the fertilized egg to the uterus including the risk of infection or ectopic pregnancy;
- d) risks associated with multiple pregnancy; and
- e) risks which are not yet known related to a pregnancy achieved by FET with embryos frozen after in-vitro-fertilization or to the mental or physical health of any children so produced by this method.

We agree to take full and complete responsibility for any and all complications that may occur as a result of the transfer of donated Embryo(s).

We understand that there appears to be an average of 10 to 20 percent chance of establishing a pregnancy through frozen embryo transfer during each menstrual cycle.

We understand that, if pregnancy is established, there exists the normal possibility of complication during pregnancy and childbirth (e.g. miscarriage, ectopic pregnancy, stillbirth, congenital abnormality) and that there is a normal chance of the birth of an abnormal infant or of adverse consequences.

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We understand and accept that multiple pregnancy may result from this method of infertility treatment and that infants born from a multiple pregnancy have increased risks of preterm or premature delivery, low birth weight, neonatal death, birth defect, developmental delay and other short term, long term and permanent health problems specific to preterm infants or infants with low birth weight.

We understand and accept that data from our ART or IVF procedure will be provided to the Centers for Disease Control and Prevention (CDC). The 1992 Fertility Clinic Success Rate and Certification Act requires that CDC collect data on all assisted reproductive technology cycles performed in the United States annually and report success rates using these data. Because sensitive information may be collected on us, CDC applied for and received an "assurance of confidentiality" for this project under the provisions of the Public Health Service Act, Section 308(d). This means that any information that CDC has that identifies us will not be disclosed to anyone else without our consent.

We understand that neither Dr. H. Christina Lee, nor the Family Fertility Center and its staff, can be responsible for the physical and mental characteristics of the child or children produced by this method.

We consent to the photographing or televising of the procedures to be performed, including the frozen Embryo(s) and portions of the body for medical, scientific or educational purposes, provided that our identity is not revealed by the pictures or the video.

We understand that, with any technique necessitating mechanical support systems, equipment failure can occur. Dr. H. Christina Lee, the Family Fertility Center, and its staff are not to be held liable for any destruction or damage to the Embryo(s) caused by or resulting from any malfunction of equipment, failure of utilities, fire, wind, earthquake, water, or other acts of God.

We understand that the Donors have relinquished any and all right, title, and interests to the Embryo(s) and any child or children that may result from the transfer of such Embryo(s). Furthermore, we agree to release the Donors from any and all responsibilities or liabilities for problems which might occur related to or as a result of our receipt and transfer of their donated Embryo(s), including but not limited to the potential complications noted above.

We accept the procedure of FET using the Embryo(s) as our own voluntary act and acknowledge that the child or children produced are the legitimate children of \_\_\_\_\_ and \_\_\_\_\_ (names of intended parents) and are their heir or heirs with all the rights and privileges

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accompanying such status. We accept our obligation and agree to care for, support and otherwise treat a child or children born as a result of this procedure in all respects as if our natural born child or children. We release the Donors from any and all responsibility and liability for support, care or custody of any offspring born to us as a result of our use of the Embryos.

We understand that in the state of Pennsylvania, there is no statute or case law that specifically addresses the legal rights and responsibilities of the recipient of donated embryos, her partner, the Donors, and/or any offspring born as a result of these procedures. We acknowledge that we have been advised to consult an attorney for further clarification of our legal interests.

We, on behalf of ourselves, on behalf of offspring born as a result of this procedure, and on behalf of their heirs, executors, administrators, successors and assigns, hereby agree to irrevocably waive, release and relinquish any and all rights, claims or causes of action of any kind, whether known or unknown and whether now existing or occurring in the future, over and against Dr. H. Christina Lee, the Family Fertility Center, all employees, officers, directors, contractors, and agents of such parties that we, our offspring and their above mentioned successors, now or hereafter may have arising out of the proposed receipt and transfer of the donated Embryo(s).

We, jointly and severally, hereby agree to protect, defend, indemnify and hold harmless Dr. H. Christina Lee, the Family Fertility Center, its staff, and their successor, assigns, heirs and executors and administrators from and against any and all expenses, claims, actions, liability, attorney's fees, damages, losses, penalties, fines and interest of any kind whatsoever (including without limiting the foregoing, death of or injury to Recipient or Embryos and damage to property) actually or allegedly resulting from or connected with the Embryos, the donation of the Embryos, any pregnancy resulting from donation, the cryostorage of the Embryos, physical or mental abnormalities, emotional or character abnormalities, or any other matters related to or contemplated in this agreement brought by us, our offspring, or any other person or entity in connection with the proposed receipt and transfer of donated Embryo(s).

We understand that insurance coverage for all or any part of this total procedure may not be available and acknowledge, jointly and severally, our personal responsibility for payment of all costs of this treatment, including hospital charges, laboratory charges and physician's professional fees, as well as costs incurred as a result of any complication which may occur.

We have had the opportunity to ask questions about this procedure, and our questions have been answered to our satisfaction.

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We execute this consent form freely and voluntarily. We have not relied on any inducements, promises, or representations made by Dr. H. Christina Lee, the Family Fertility Center or its staff.

Print Name	Signature	Date
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Print Name	Signature	Date
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The foregoing was read, discussed, and signed in my presence, and in my opinion the person signing did so freely and with full knowledge and understanding.

Print Name of Witness	Signature of Witness	Date
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I have explained to the above couple the nature and purpose of receipt and transfer of donated Embryo(s); the potential benefits, and possible risks associated with participation in the procedure. I have answered all questions that have been raised by the above couple.

H. Christina Lee, M.D., J.D.	Date
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