

**CONSENT TO FREEZING AND SHORT TERM STORAGE OF SEMEN, EPIDIDYMAL ASPIRATE, AND/OR TESTICULAR BIOPSY TISSUE 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 to freeze and store (cryopreserve) my

(Check **all** that applies, and mark initials next to the box(es))

\_\_\_\_\_ semen

\_\_\_\_\_ epididymal sperm aspiration, and/or

\_\_\_\_\_ testicular sperm extraction

(hereafter Sample) at the Family Fertility Center in Bethlehem, Pennsylvania, U.S.A.

I understand my Sample will be processed then frozen according to standard freezing procedure.

If my Sample is a semen sample, a test thaw will be conducted. A small portion of my initial Sample, a test sample, will be thawed 24-48 hours later and the post-thaw motility and survival will be quantified. This will give an estimate of the effects of freezing on the survival of the sperm in the test sample and hence the likelihood of survival of the sperm in the remaining frozen Sample. However, there is no guarantee that any sperm will survive in the remaining frozen semen Sample.

No test thaw is conducted on epididymal sperm aspiration or testicular sperm extraction as the typically small amount of these specimens precludes a test thaw.

Current available evidence suggests that there is no increased risk or genetic defect noted in children conceived with sperm that were frozen and thawed regardless if the sperm was recovered from semen, epididymal aspiration or testicular biopsy. I have been advised that Dr. H. Christina Lee and the staff at Family Fertility Center make no guarantee that any such child/children will have no birth or genetic defect.

I understand that as with any technique necessitating mechanical support, equipment failure can occur. I agree not to hold Dr. H. Christina Lee, the Family Fertility Center, 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 Dr. H. Christina Lee and the Family Fertility Center provides no 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.

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Once my Sample has been frozen, 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 Family Fertility Center for each group or partial group of Sample is **not to exceed one year** from the date of storage at the Family Fertility Center. A group of Sample is all semen from a single ejaculate or all the materials frozen as a result of a single sperm extraction from an epididymis aspiration and/or testicular biopsy.
2. Freezing and storage fees at the Family Fertility Center 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 Family Fertility Center, the group of Samples will be shipped to a long-term storage facility **without further notice.** Currently the long-term storage facility utilized is Reprotech located at 1944 Lexington Avenue, N., Suite 300, Roseville, MN 55113 ([www.reprot.com](http://www.reprot.com)). Dr. H. Christina Lee and the Family Fertility Center 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 Family Fertility Center 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 freezing of the first Sample.** Furthermore, I shall undergo at my own expense any and all testing for relevant communicable diseases and agents mandated by federal, state and local laws and the long-term storage facility.
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 this option, 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 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 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 is placed in storage at the Family Fertility Center.** I shall send copies of such documents to the Family Fertility Center so the transfer can be completed. Notwithstanding the foregoing, I release Dr. H. Christina Lee and the Family Fertility Center from any responsibility for damages

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resulting from shipping or handling of my Sample. I also have the right to claim my Sample for other personal disposition including thawing and discarding.

7. (i) I am the sole owner of all my Sample and, if I am married or in a legal same-sex relationship 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 Family Fertility Center 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) \_\_\_\_\_

\_\_\_\_\_.

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

8. Family Fertility Center 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 Family Fertility Center 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 Family Fertility Center, 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 Family Fertility Center to ship and transfer my Sample to the long-term storage facility no later than the one-year storage period at the Family Fertility Center.

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- 11. I accept and agree that it is my sole responsibility to notify the Family Fertility Center 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.

**I have had the opportunity to read and ask questions about the contents of this document. I understand the information provided and all my questions are answered to my satisfaction. I execute this consent form freely and voluntarily. I have not relied on any inducements, promises, or representations made by Dr. H. Christina Lee, the FFC, or its staff. By my signature below, I am indicating my consent to have my Sample frozen and stored at the Family Fertility Center with the terms as described in this document. I understand that I can change my selections in the future, but any change must be made in writing.**

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Name of Patient	Signature	Date
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Street Address

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City	State	Zip Code
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Home Phone	Office Phone	Cell Phone
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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 will full knowledge and understanding.

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Print Name of Witness	Witness Signature	Date
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Print Name of Physician	Signature	Date
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