

**Consent to Shipment of Frozen Embryos to and  
Short Term Storage of Frozen Embryos at the Family Fertility Center**

**1. Background**

On or about \_\_\_\_\_ (date), \_\_\_\_\_  
and \_\_\_\_\_ name(s) of parties underwent IVF treatment  
requested \_\_\_\_\_ (name of  
clinic and treating physician) at \_\_\_\_\_  
\_\_\_\_\_  
(address of clinic) to perform in vitro fertilization using:

- a. Oocyte or eggs extracted from \_\_\_\_\_, and
- b. Sperm obtained from \_\_\_\_\_
- c. Eggs named in Section 1.a. and sperm named in Section 1.b. were fertilized in the laboratory using \_\_\_\_\_ (conventional IVF or ICSI)
- d. A total of \_\_\_\_\_ (number of frozen embryos) embryos created as described in Section 1.c above that were not transferred in the fresh cycle(s) were frozen and currently stored at \_\_\_\_\_  
\_\_\_\_\_  
(name and address of facility where frozen embryos are currently stored)

**2. Name(s) of party/parties**

**A. Couple**

We, \_\_\_\_\_ and \_\_\_\_\_ of  
\_\_\_\_\_ County, City of \_\_\_\_\_ in the state of \_\_\_\_\_ are  
over the age of twenty-one years and the legal joint-owners of these frozen embryos as named in Section 1.d.

**B. Individual**

I, \_\_\_\_\_ of \_\_\_\_\_ County, City of  
\_\_\_\_\_ in the state of \_\_\_\_\_ am over the age of twenty-one years and the  
legal sole-owner of these frozen embryos as named in Section 1.d..

**3. Authorization of shipment of frozen embryos to the Family Fertility Center  
(hereafter FFC)**

I/We \_\_\_\_\_ and \_\_\_\_\_  
hereby authorize Dr. H. Christina Lee and the FFC to receive all my/our frozen embryos as stated in Section 1.d from \_\_\_\_\_ (name of facility where frozen embryos are shipped from) and store it/them at the FFC. It is my/our intent to use

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these frozen embryos for treatment via frozen embryo transfer in the near future. I/We release Dr. H. Christina Lee, the FFC and its staff from any responsibility for damages resulting from improper cryopreservation, shipping or handling of the frozen embryos, or from any other negligence of the sending program and the shipping courier or company.

**4. Frozen embryos returning from Reprotech, a long term storage facility**

**FFC will NOT accept any frozen embryo(s) from Reprotech without a valid agreement between owner(s) of the embryo(s) and Reprotech. An agreement signed more than twelve months before is expired and invalid. A new set of agreement with Reprotech must be executed BEFORE any shipment of frozen embryo(s) from Reprotech to the FFC.**

Frozen embryos returning from Reprotech are intended for frozen embryo transfer shortly after its shipment to the FFC. Generally when a successful pregnancy is established with a frozen embryo transfer, all remaining, if any, frozen embryo(s) will be returned to Reprotech when the medical care of the patient is transferred to an obstetrician of her choice. Regardless of whether a pregnancy is established, all remaining, if any, frozen embryos will be returned to Reprotech **no later than one year** after they are shipped to the FFC.

**5. Frozen embryos sent from another fertility clinic**

**a. Time-limited storage at the FFC**

Maximum duration of embryo storage at the FFC for the entire group of embryos from the sending program is **not to exceed one year** from the date when the embryo(s) are placed in storage at FFC. If there are any remaining frozen embryos that are still in storage at FFC by the expiration date of one year of storage at FFC, I/We elect to

**(Check ONE box for your choice of disposition and mark initial(s) of all parties next to the box):**

\_\_\_\_\_/\_\_\_\_\_ Destroy and discard all the frozen embryos **without further notice**

\_\_\_\_\_/\_\_\_\_\_ Donate all the frozen embryos to Family Fertility Center for research in quality improvement purposes only. This will result in the destruction of the frozen embryos but will not result in the creation of stem cell or the birth of a child. In the event no suitable research is available, all frozen embryos will be discarded and destroyed **without further notice**.

\_\_\_\_\_/\_\_\_\_\_ Donate all the frozen embryos to Family Fertility Center for reproductive use by anonymous recipient(s). **A separate document titled: Consent to Donate Embryos for Reproductive Purpose must be executed after it is thoroughly reviewed by all owners of the frozen embryo(s). Please refer to Section 7.B.d. for more information.**

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\_\_\_\_/\_\_\_\_ Transfer to a long term storage facility at my/our own expense **without further notice**. Please refer to Sections 4.b. and 4.c. for more information.

**b. Transfer to Reprotech, a long term storage facility**

Currently the long term storage facility utilized by the Family Fertility Center is Reprotech located at 1944 Lexington Ave, 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.

All forms required for future transfer of embryos to Reprotech must be executed **prior to shipment of any frozen embryo(s) to the FFC**. Additionally, I/we agree to undergo at my/our 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.

**c. Transfer to an alternative facility**

I/We have the right and responsibility to arrange for and direct the shipment of my/our cryopreserved embryos to another long term storage facility or another medical institution for thawing and transfer. I/We accept the sole responsibility to complete all necessary documents from the receiving facility **before the shipment of frozen embryos to the FFC**. I/We shall send copies of such documents to the FFC so the transfer can be completed. Notwithstanding the foregoing, I/we release Dr. H. Christina Lee and the Family Fertility Center from any responsibility for damages resulting from shipping or handling of the cryopreserved embryos.

**6. Nonpayment of storage fees**

Maintaining embryo(s) in a frozen state is labor intensive and expensive. There are fees associated with freezing and maintaining frozen embryo(s). Storage fees for the frozen embryos at the FFC must be paid fully in advance. Failure to pay these fees for more than 3 months (90 days), constitutes my/our express authorization to FFC to **destroy all the frozen embryos without further notice**.

**7. Disposition of frozen embryos while in storage at the FFC**

Because of the possibility of separation, divorce, death or incapacitation after embryos have been produced, it is important to decide on the disposition of any embryos (fresh or cryopreserved) that remain in storage at the FFC in these situations. Since this is a rapidly evolving field, both medically and legally, FFC cannot guarantee what the available or acceptable avenues for disposition will be at any future date.

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Currently, the alternatives are:

1. Transferring these frozen embryos to another facility for frozen embryo transfer, long term storage, scientific research, or reproductive use by designated or anonymous recipient(s).
2. Destroying and discarding all remaining frozen embryo(s).
3. Donating these embryos to FFC for the sole purpose of laboratory quality control.
4. Donating these embryos to FFC for reproductive purpose by directed or anonymous recipient(s) (In this case, additional infectious disease testing and screening may be required due to Federal or State requirements.)
5. Use by one partner with the contemporaneous permission of the other for that use.

**Note:**

- Embryos cannot be used to produce pregnancy against the wishes of the partner. For example, in the event of a separation or divorce, embryos cannot be used to create a pregnancy without the express, written consent of both parties, even if donor gametes were used to create the embryos.
- Embryo donation to achieve a pregnancy is regulated by the FDA (U.S. Food and Drug Administration) as well as state laws, as donated tissue; certain screening and testing of the persons providing the sperm and eggs are required before donation can occur.
- Any change to the disposition of embryos after this form is completed must be made in writing with signature(s) of all owner(s) of the embryos
- The will of any person(s) with frozen and stored embryos should specify wishes on disposition of the embryos and be consistent with this consent form. Any discrepancies will need to be resolved by court decree.

**A. Death of **one** of the partners/spouses**

In the event one of the partner/spouses dies prior to use of all the embryos, we agree that the surviving partner/spouse will have complete control on the use of the frozen embryo(s) for any purpose, including implantation, donation for research, or destruction. This may entail maintaining the embryos in storage, and the fees and other payments due the clinic for these cryopreservation services.

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**B. Death of **both** partners/spouses or death of an individual who is the sole owner of the frozen embryos**

In the event that during the short term storage of our frozen embryos at FFC, both partners die at the same time or otherwise become incapable of determining the fate of the stored frozen embryos; or in the event an individual who is the sole owner of the frozen embryos dies, prior to use of all the embryos, I/we give my/our consent and authorization to Dr. H. Christina Lee and the FFC to dispose all frozen embryos in the manner as specified below:

(Check **ONE** box for your choice of disposition and initial (all owners of frozen embryos) next to the box.)

- a.**  \_\_\_\_\_ transfer these sperm samples to another facility (name and address of other facility) \_\_\_\_\_ for
  - long term storage,
  - scientific research,
  - designated recipient(s) for reproductive purpose, or
  - other purpose \_\_\_\_\_.

I/We understand and accept that I/We am/are responsible to execute beforehand all necessary documents required by the receiving facility and send copies of such documents to FFC so the transfer can be completed in a timely fashion or I/we shall/will incur additional charges for storage at FFC. The long term storage facility utilized by the Family Fertility Center is Reprotech located at 1994 Lexington Ave, N., Suite 300, Roseville MN 55113 (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/We release Dr. H. Christina Lee and the Family Fertility Center from any responsibility for damages resulting from shipping or handling of the cryopreserved embryos.

- b.**  \_\_\_\_\_ destroy and discard all frozen embryos immediately.

- c.**  \_\_\_\_\_ donate all frozen embryos to FFC for the sole purpose of laboratory quality control.

I/We understand that under no circumstance will the frozen embryo(s) be used for reproductive purpose.

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**d.**  \_\_\_\_\_ donate all frozen embryos to FFC to anonymous recipient(s) for the reproductive purpose.

The purpose of donating my/our Embryos is to assist one or more women in achieving a pregnancy. **A separate document titled: Consent to Donate Embryos for Reproductive Purpose must be executed after it is thoroughly reviewed by all owners of the frozen embryo(s).**

The U.S. Food and Drug Administration, FDA, requires blood tests, on the persons whose egg and sperm were used to create the frozen embryo(s), for certain infections such as human immunodeficiency virus (HIV), hepatitis and other diseases, if not already done at the time when the embryos were created, in order to determine if the frozen embryo(s) are eligible for donation.

**Special note for embryos created with gamete donors:** If embryos were formed using gametes (eggs or sperm) from a known third party donor, donation of these embryos to another couple or individual must be consistent with and in accordance with any and all prior agreements made with the gamete donor(s). If anonymous donor gametes were used, written authorization from the gamete donor must be obtained to use these gametes for anything other than reproduction or destruction of the embryos.

**Default Disposition**

**I/We understand and agree that in the event none of my/our elected choices are available, as determined by the Family Fertility Center, the clinic is authorized, without further notice to me/us, to destroy and discard my/our embryos.**

**B. Divorce or dissolution of relationship**

In the event of a divorce or dissolution of the relationship between the two joint owners of the embryos during the period of storage, we agree that absent court decree or settlement agreement in writing between both parties to the contrary, our cryopreserved embryos will not be released to one of the partners or their representative, appointee, or assignee for any purpose without the written consent of **both** of us.

We further agree that a court decree and/or settlement agreement in writing will be presented to the Family Fertility Center directing the disposition of all the frozen embryos. This may entail maintaining the embryos in storage, and the fees and other payments due the clinic for these cryopreservation services.

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**8. Fees for Storage at the FFC**

I/We have reviewed and accept the current fee schedule for services rendered in conjunction with the storage of frozen embryos. I/We hereby give my/our mutual consent to Dr. H. Christina Lee and the FFC to store my/our frozen embryos.

**9. Fees for storage at Reprotech, the long term storage facility**

I/We have reviewed and accept the storage agreement and fee schedule from Reprotech, the long term storage facility. I/We hereby give my/our mutual consent to Dr. H. Christina Lee and the FFC to ship and transfer my/our remaining embryos to the long term storage facility no later than the end of one year storage period at the FFC **without further notice.**

**10. Maintain Contact with the FFC**

I/We understand and accept that it is my/our responsibility to notify the FFC of any change of my/our address and/or phone number(s), and that no more than one (1) attempt will be made by the FFC via certified mail at last known address regarding the disposition of my/our stored embryo(s). Return undeliverable mail and/or failure to respond to delivered certified mail within 30 business days shall constitute my/our express authorization to the FFC to **destroy all frozen embryos without further notice.**

PRINT ADDRESS AND PHONE NUMBER OF ALL OWNERS OF FROZEN EMBRYOS

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Names of owner of frozen embryos	Cell Phone	Office Phone
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Names of owner of frozen embryos	Cell Phone	Office Phone
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Street Address

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City	State	Zip Code	Home phone
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**11. Acknowledgement**

**I/We have the opportunity to read and ask questions about the contents of this document. I/We understand the information provided and all my/our questions are answered to my/our satisfaction. I/We execute this consent form freely and voluntarily. I/We have not relied on any inducements, promises, or representations made by Dr. H. Christina Lee, the FFC or its staff.**

**My/Our signature(s) below certify the disposition selections I/we have made above. I/we understand that I/we can change my/our selection in the future, but any change must be made in writing.**

**Note: this consent form must be signed by ALL legal owners of the frozen embryos. For verification purposes, please attach copies of legal photo ID for each signature.**

\_\_\_\_\_

Print Name of owner of frozen embryos	Signature	Date
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\_\_\_\_\_

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

\_\_\_\_\_

Print Name of Witness	Signature	Date
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\_\_\_\_\_

Print Name of Physician	Signature	Date
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Initials \_\_\_\_\_ / \_\_\_\_\_