

I/we agree to the process of cryopreservation of any or all embryos that result from in vitro fertilization. The embryo(s) are stored in a frozen state until the patient decides to attempt pregnancy, donate, or destroy the embryo(s). Prior to transfer each thawed embryo will be examined to determine whether it is medically appropriate, (viable) to transfer into the fallopian tube or uterus. If after thawing, the embryo is not viable or did not survive the thaw, it will be discarded and transfer will not occur.

I/we have been informed that it is possible not all embryo(s) that are cryopreserved and thawed, survive the process. Although all embryos may survive, it is possible that up to 50% may not, and in rare instances none may survive. I/we understand that no guarantee of pregnancy is made using frozen embryos.

I/we have been informed that as with any technique that requires mechanical support systems, equipment failure can occur. Also that unforeseen situations could occur which are out of the control of ACFS.

I/we have been informed that the rate of congenital anomalies or malformations in the offspring of assisted reproduction technology pregnancies is the same as that of the general population.

I/we are aware that the legal principles and requirements for the disposition of cryopreserved embryos have yet to be firmly established. There are no Arizona State Laws regarding the disposition of cryopreserved embryos. Based on currently accepted principles regarding legal ownership of human sperm and ova, we have been advised that each embryo resulting from the fertilization of the patients/donor ovum by the partners/donor sperm shall be the joint property of both. In the case of a single patient the embryo(s) will be her sole property. I/we understand the laws, and or guidelines may be established or changed by the state at any time.

I/we have been advised that as the owners of any and all embryos, the consent of both will be required concerning their use or disposition. This consent must be obtained from patient and partner prior to cryopreservation. Certain use or disposition may also require approval by ACFS. I/we understand if I/we do not want to attempt pregnancy with our frozen embryo(s), that we will have the following options. By initialing the options below we give our permission to carry them out. It is understood, that if more than one option is initialed ACFS will decide on their disposition.

1. The embryo(s) may be **donated** to other infertile patient(s), if otherwise permitted by applicable law. I/We agree to complete the required testing and forms in order to donate the embryos. Failure to follow through with the required testing will void the donation process.

YES NO

2. The embryo(s) may be **discarded** in accordance with the policies of ACFS in a manner consistent with the professional and ethical standards and applicable legal requirements.

YES NO

3. The embryo(s) may be thawed and used for **research** in accordance with policies of ACFS in a manner consistent with the professional and ethical standards and applicable legal and governmental requirements.

YES NO

4. The cryopreserved embryos will be thawed and used by our embryologists for ongoing **practice** to include assisted hatching and embryo biopsy. Ongoing practice is needed to keep laboratory skills at peak performance to maximize success with the in-vitro progress. After practice, the embryos will be discarded in accordance with the policies of ACFS, which is a manner consistent with professional and ethical standards, and applicable legal requirements.

YES NO

I/we understand that this decision is binding. We will retain the right to change our decisions in this regard at any future time or until embryos are disposed. This must be accomplished by completing a new consent form that will be signed by both patient and partner.

I/we understand in the event of death of one or both patient and partner, we wish the embryo(s) to be disposed of in the following manner:

1. The embryo(s) may be **donated** to other infertile patients, if otherwise permitted by applicable law. We/I agree to complete the required testing and forms in order to donate the embryos. Failure to follow through with the required testing will void the donation process.

YES NO

2. The embryo(s) may be **discarded** in accordance with the policies of ACFS in a manner

consistent with professional and ethical standards, and applicable legal requirements.

YES NO

3. The embryo(s) will be thawed and used for **research** in accordance with the policies of ACFS in a manner consistent with professional and ethical standards, and applicable legal and governmental requirements.

YES NO

4. The cryo preserved embryos will be thawed and used by our embryologists for ongoing **practice** to include assisted hatching and embryo biopsy. Ongoing practice is needed to keep laboratory skills at peak performance to maximize success with the in-vitro progress. After practice, the embryos will be discarded in accordance with the policies of ACFS, which is a manner consistent with professional and ethical standards, and applicable legal requirements.

YES NO

I/We understand that in the event of divorce or separation, we wish the embryos to be dispersed in the following manner:

1. The embryo(s) may be donated to other infertile patients, if otherwise permitted by applicable law. We/I agree to complete the required testing and forms in order to donate the embryos. Failure to follow through with the required testing will void the donation process.

YES NO

2. The embryo(s) may be discarded in accordance with the policies of ACFS in a manner consistent with professional and ethical standards, and applicable legal requirements.

YES NO

3. The embryo(s) will be thawed and used for research in accordance with the policies of ACFS in a manner consistent with professional and ethical standards, and applicable legal and governmental requirements.

YES NO

4. The cryopreserved embryos will be thawed and used by our embryologists for ongoing practice to include assisted hatching and embryo biopsy. Ongoing practice is needed to keep laboratory skills at peak performance to maximize success with the in-vitro progress. After practice, the embryos will be discarded in accordance with the policies of ACFS, which is a manner consistent with professional and ethical standards, and applicable legal requirements.

YES NO

I/we understand that a decision regarding the disposition of the stored embryo(s) must be made no later than the time I enter natural menopause. The presumption of menopause will be at age 50 unless ACFS is provided written notice. If at this time I/we do not want the embryo(s) used by anyone else, or handled in accordance with ACFS policies, we will arrange for their transportation to a suitable location elsewhere. If arrangements are not made by this time, ACFS will have the right to handle the embryos in a manner consistent with professional and ethical standards, and applicable legal requirements.

 patient initials partner initials

I/we understand a yearly storage fee will be assessed. If a decision to donate or destroy the embryo(s) is made, we will notify ACFS as soon as possible, and storage charges will be discontinued. It is our responsibility to inform ACFS of address and phone number changes; as well as any change in marital status, menopausal status or a change in any health condition that would preclude further attempts at achieving a pregnancy.

 patient initials partner initials

I/we understand failure to pay for continued storage or failure to provide current addresses and contact numbers will result in disposal of the embryos if no contact after 5 years.

 patient initials partner initials

In the case of embryo donation, confidentiality and anonymity will be maintained. The prevailing legal opinion is that any offspring will carry the legal status of adopted children, and have no legal ties to the biological parents.

If under any circumstances the ACFS-ART program is terminated and embryo(s) remain in storage, ACFS will make all reasonable efforts to contact us, and arrange for disposition of the embryo(s) in accordance with our desires at such time.

I/we understand we are voluntary participants in this program, and are free to withdraw our consent as to the disposition of our embryos and to discontinue participation by requesting in writing relocation of our embryos to another suitable location at any time without prejudice.

If I/we or any of our offspring should require any medical treatment as a result of physical injury arising from our participation in this program, financial responsibility will be ours. Payment of all medical costs associated with our participation will be our responsibility.

In the event of injury resulting from this procedure, ACFS is not able to offer financial compensation or absorb the costs of medical treatment. However, necessary facilities, emergency treatment and professional services will be available. My/our signature(s) below acknowledges my voluntary participation in this procedure, but in no way releases the medical staff from their professional and ethical responsibilities to me.

I/we shall indemnify ACFS for any attorney's fees, court costs, damages, judgments, or any other losses or expenses incurred by the Center or for which they may be responsible with respect to any claim, legal action or defenses arising out of the cryopreservation process. This includes but is not limited to any claim or legal action brought by the child or children resulting from the cryopreservation process or any psychological consequences this procedure may have. I/we understand the confidentiality of the data will be maintained within legal limits.

I/we have had the opportunity to discuss the information above, and all our questions have been answered.

____ / ____ / ____ / ____ /
patient signature/date partner signature/date

12/07 Consent for cryo of Embryos Back office docs