

Disposition of Eggs Consent Form

I have chosen to have my eggs retrieved from my ovaries. I may use my eggs when they are removed or at some time in the future. This consent covers both fresh eggs and those that may be frozen. If I do not use my eggs—due to my death or some other reason—I have 4 choices:

1. Give control of my egg(s) to my partner or spouse (if applicable);
2. Discard the frozen egg(s);
3. Donate the frozen egg(s) for approved medical research studies; or
4. Donate the frozen egg(s) to another couple so they can try to have a child

In making one of the above choices on this form, I understand that I can change my choice at any time if I fill out and sign a new version of this consent. I am aware that I will need to sign a different consent when my eggs are used.

I am aware that my marital status—now and later—may affect use of these eggs if they have been combined with sperm to create embryos. I am also aware that each clinic and each state have their own policies which may affect my ability to use these eggs if they have been combined with sperm to create embryos.

****In the event these eggs are to be combined with sperm to create embryos, additional consents/agreements will be required prior to the creation of any said embryos.****

MY CHOICE:

If I die before using all of my eggs . . . (check only one box):

Please give control over the use of my eggs to my spouse or partner. He or she will have complete control for any purpose. This includes implantation for purposes of them parenting any resulting child, donation for medical research, or discard. This may mean keeping the frozen eggs in storage. It may also mean that Main Line Fertility Center (MLFC) will be owed payment.

Donate my eggs to an unknown couple or person who wishes to have a child. This process is controlled by the FDA (U.S Food and Drug Administration) and state laws, meaning that means that both partners may need to have undergone special FDA testing.

Donate my eggs to the couple or person named below. I know that this choice is controlled by the FDA and state laws, meaning that means that both partners may need to have undergone special FDA testing.

Donate to: Name _____

Address _____

Phone _____

Email _____

Note: If the couple or person named above cannot or will not accept the eggs, MLFC will discard the eggs.

Donate my eggs to medical research, which may include thawing of the eggs and/or any resulting embryos. I accept that this choice will not result in the birth of a child. I also understand that this donation may be restricted by state or federal laws where I live, and it is up to me to check the laws about donating eggs to research.

Discard the eggs.

In the event of my death, prior to utilizing all of the eggs retrieved, it is my intent that this Consent controls the disposition of eggs, however, I understand that this consent is not a Last Will and Testament and therefore additional legal requirements may be necessary to effectuate the disposition selected herein.

Nonpayment for storing frozen eggs

Keeping egg(s) frozen requires that I pay annual storage fees. I must also contact MLFC at least once a year to verify address and contact information. **My eggs may be discarded if:**

- I have not contacted MLFC for 3 years
- I have not paid storage fees for 3 years, and MLFC cannot reach you

Before discarding the eggs, MLFC will contact you by registered mail at your last known address. You must pay the overdue storage fees within 30 days from the date of the mailing. If you do not, you are giving your permission for MLFC to take the step below. Further contact will not be attempted. (Check one box only):

Donate my eggs to medical research. I accept that this will not result in the birth of a child.

Discard the eggs.

Patients and partners (if applicable) will continue to be responsible for all unpaid cryostorage fees even if eggs or embryos are discarded.

I/We also agree that if: our selected disposition choice is not available or, in the MLFC's sole discretion, is not practical to implement; if I/we do not uphold our obligation to pay all storage and storage related fees when due; or fail to preserve any choice we have made here as required by this Agreement or MLFC, I/we authorize MLFC to discard my eggs (or our embryos). *Patients and partners, and/or their estate, will continue to be responsible for all unpaid cryostorage fees if eggs or embryos are discarded.*

Time-Limited Storage of Frozen Eggs

MLFC will keep frozen eggs for a maximum of 10 years. Beyond that time frame, I choose to (check one box only):

- Donate my eggs to medical research.** I accept that this will not result in the birth of a child.
- Discard the eggs.**
- Pay and arrange for the eggs to be moved to an offsite storage facility.**

Patient Signature _____

Partner Signature _____

Patient Name _____

Partner Name _____

Date _____

Date _____

Age-Limited Storage of Frozen Eggs

I accept that MLFC will not use (thaw) my eggs to help me attempt pregnancy after **age 60.** After this age, I choose to (check one box only):

- Donate my eggs for medical research.** I accept that this will not result in the birth of a child.
- Donate my eggs for clinical training or use.**
- Discard** the eggs.
- Pay and arrange for the eggs to be moved** to an offsite storage facility or another Fertility Clinic.
- Donate the eggs to another couple** who want to have a child.

Patient Signature _____

Partner Signature _____

Patient Name _____

Partner Name _____

Date _____

Date _____

What you should know about donating frozen eggs for research

If you chose “Donate my eggs to medical research”, you should know that:

_____ www.mainlinefertility.com _____

- We may not be able to find the right research project for your eggs. If no project can be found, or your eggs are not appropriate for research your egg(s) may be discarded.
- Your privacy will be protected. No one will know the eggs are yours.
- You will not receive any facts about the research project that uses your eggs.
- You will receive no money for donating your eggs to research.
- You will receive no medical benefit for donating your eggs to research.
- Any embryos formed with your eggs will not be transferred to a woman's uterus.

Thawing Frozen Eggs and Future Frozen Embryos

Eggs are stored in liquid nitrogen tanks until you are ready to thaw the eggs in the future.

Eggs will be thawed only after you sign the *Egg Thaw Authorization* form for each egg thaw cycle.

Frozen embryos will be thawed only after you and your partner (if applicable) sign the ***Embryo Thaw Authorization*** form for each frozen embryo transfer (FET) cycle. These authorization forms must be notarized by a Notary Public or signed in front of a Main Line Fertility employee.

Eggs and embryos that are determined by MLFC to be of poor quality or unsuitable for future attempts at pregnancy will be discarded.

Patient Signature _____

Partner Signature _____

Patient Name _____

Partner Name _____

Date _____

Date _____

Risks of Storage

Foreseen and unforeseen circumstances (e.g. natural disasters, storage tank malfunctions, equipment failure, and power loss) may cause the egg(s) to thaw, be damaged, and/or not survive. We agree to absolve, release, indemnify, protect and hold harmless Main Line Fertility and their respective members, medical staff, managers, agents, and employees.

We understand that under no circumstances will MLF reimburse any payments made towards frozen embryo or egg storage in the event of a loss due to the aforementioned events. We agree to absolve, release, indemnify, protect and hold harmless Main Line Fertility and their respective members, medical staff, managers, agents, and employees in event that any embryo and/or egg(s) frozen and stored with MLF are damaged or destroyed as a result of the events detailed herein, or other potential unforeseen circumstance.

Patient Signature _____ Partner Signature _____

Patient Name _____ Partner Name _____

Legal Issues and Legal Counsel

I understand that:

The laws on egg freezing, thawing, and use may be unclear where I live. They may also be unclear on the parent-child status of any resulting child(ren). MLFC has not given me any legal advice, and I am not relying on them to do so. I may need to speak to a lawyer who is an expert in this area to understand my legal rights and obligations. In the event my eggs are combined with sperm to form embryos, my marital status may affect my ability to use the embryos in the event of a dispute. The policy of MLFC or state may also affect my ability to use my eggs.

By signing below, I confirm the choices I have made in this agreement. I understand that I can change those choices in writing in the future, which will require a written and notarized agreement as outlined above. I also understand that if none of my choices are available, MLFC may discard my frozen eggs.

I acknowledge that I have read and understood the information provided above regarding the egg disposition, and agree and consent to disposition of eggs by the MLFC as our signatures below testify:

X

Patient Signature

Date

Patient Name

Date of Birth

Notary Public

Sworn and subscribed before me on this _____ day of _____, _____.

X

Notary Signature

Date

=====

If signed out of the office:

Statement by Witness (must be employee and at least 18 years old)

I declare that the person who signed this document is personally known to me and appears to be of sound mind and acting of their own free will.

They signed this document in my presence.

_____ Photo ID checked

_____ Form of photo ID: valid Driver's License Passport Non-Driver's License

Witness Name: _____

Witness Signature: _____

Date: _____