

## **INFORMED CONSENT FOR ASSISTED REPRODUCTION:**

*In Vitro Fertilization (IVF)*

*Intracytoplasmic Sperm Injection (ICSI)*

*Assisted Hatching*

*Embryo Cryopreservation (Freezing)*

## **CRYOPRESERVED EMBRYO DISPOSITION SELECTIONS**

### **INSTRUCTIONS:**

- Read the Informed Consent materials (CON-500A) completely before signing this Consent Signature Packet. If you have any questions, please speak with your doctor.
- Do not make any additions or deletions to the consent.
- This consent must be signed by both partners (if applicable) with PICTURE IDs in front of a Genetics & IVF Institute (GIVF) staff member or Notary Public, or through a GIVF-initiated ID Verification DocuSign
- All applicable sections of this signature consent packet must be completed **before** treatment can start.
- This consent signature packet will be kept at GIVF. You should keep a copy of the signed consent and informational materials for your records

PATIENT NAME: \_\_\_\_\_

PARTNER: \_\_\_\_\_  N/A

GIVF Primary Physician: \_\_\_\_\_

Date Provided to Patient: \_\_\_\_\_

\_\_\_\_\_  
Name of GIVF Staff who Provided Packet to Patient

\_\_\_\_\_  
Staff Initials

**COMPONENTS OF IVF TREATMENT (required)**

Please initial under either “Accept” or “Decline” on each row to indicate your decisions regarding the elements of IVF treatment you agree to undertake in your upcoming treatment cycle. Both (if applicable) partners must initial each selection. Treatment will not proceed if you decline any element that your physician has included in your treatment plan. I/We, the undersigned, consent to the components of IVF as indicated below:

	<b>Accept</b>	<b>Decline</b>
<b>IVF Treatment Core Components, including:</b>	_____ / _____	_____ / _____
<ul style="list-style-type: none"> <li>• Ovarian Stimulation and Monitoring</li> <li>• Oocyte (egg) retrieval</li> <li>• Fertilization &amp; Embryo Development</li> <li>• Embryo Transfer</li> </ul>		

<b>Additional Elements:</b>	<b>Accept</b>	<b>Decline</b>
<b>Preimplantation Genetic Testing (PGT)</b> <small>Includes the use of Intracytoplasmic Sperm Injection (ICSI) and Assisted Hatching unless specifically specified                      Separate PGT consent required</small>	_____ / _____	_____ / _____
<b>Intracytoplasmic Sperm Injection (ICSI)</b> <small>As clinically indicated                      In most circumstances, the medical indications for the use of ICSI, such as PGT testing, are anticipated, as have been discussed with you. However, at times, based on the embryology laboratory view of the sperm and/or eggs the day of the egg retrieval or day after, the unanticipated use of ICSI to aid fertilization may be warranted.</small>	_____ / _____	_____ / _____
<b>Assisted Hatching</b> <small>As clinically indicated                      In most circumstances, the medical indications for the use of assisted hatching are anticipated, as have been discussed with you. However, at times, based on the embryology laboratory assessment of the embryos the day of the embryo transfer, the unanticipated use of assisted hatching to aid implantation may be warranted.</small>	_____ / _____	_____ / _____
<b>Embryo Cryopreservation (freezing)</b> <small>Requires Cryopreserved Embryo Disposition Declaration &amp; Acknowledgements, starting on page 3, to be filled out. Separate Agreement for Storage and Disposition of Frozen Embryos and Billing Addendum required.</small>	_____ / _____	_____ / _____

**ACKNOWLEDGEMENTS (required)**

Initial each of the two (2) sections below

_____ / _____ <small>Patient / Partner (if applicable)</small>	<p><b>Oocyte (egg) Insemination and Cryopreservation (freezing)</b></p> <p>Unless otherwise specified in writing, I/we agree to inseminate ALL viable oocytes. If I/we do not wish to inseminate all viable oocytes, I/we understand that it is my/our responsibility to provide my/our physician with specific instructions to either discard the remaining oocytes not inseminated OR cryopreserve the remaining oocytes not inseminated (a separate Consent for Oocyte Cryopreservation, Storage and Disposition is required). I/we understand that there may be additional cost to me/us if I/we choose to cryopreserve oocytes not inseminated</p>
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**Term In Effect**

\_\_\_\_\_ / \_\_\_\_\_

I/We understand this Informed Consent for In Vitro Fertilization, including the procedures and disposition instructions set forth above, will remain in effect until one of the following events occurs:

- i. one (1) calendar year has passed from the date of signature,
- ii. death of patient or patient's partner,
- iii. dissolution of the patient's marriage or partnership,
- iv. patient's successful pregnancy which results in a live birth, or
- v. written notice to GIVF of withdrawal of consent by the patient and/or the patient's partner, if applicable.

I/we acknowledge and agree that in the event of the dissolution of the patient's marriage or partnership or a live birth, GIVF will require the patient and the patient's partner, if applicable, to execute a new consent form prior to any additional procedures.

**CRYOPRESERVED EMBRYO DISPOSITION DECLARATIONS & ACKNOWLEDGEMENTS**

*If you've elected to freeze and store embryos, please complete all sections on pages 4-6 indicating your embryo disposition selections and acknowledgement of requirements and considerations, and sign on page 7.*

*If you are not freezing and storing your embryos, proceed to page 8.*

Because of the possibility of you and/or your partner's death, separation, divorce, or incapacitation after embryos are created, it is important for you to decide on the disposition of any embryos that remain at GIVF in that situation. The scenarios and options discussed in this form are those that are available at the time this form was written, but because this is a rapidly evolving field both medically and legally, we cannot guarantee that all of these options will be available at any future date.

**If the patient is not undergoing treatment with a partner,** embryos are presumed to be owned solely by the patient.

**If the patient is undergoing treatment with a partner,** embryos are presumed to be owned jointly by the patient and partner. Upon the death of one patient/partner, ownership of embryos will pass to the surviving partner. The surviving partner will have complete control over the embryos, including the ability to use the embryos for any purpose, including transfer of the embryos to achieve pregnancy; donation for research; donation to another person or couple; or destruction of the embryos.

This declaration outlines several scenarios and asks you to make embryo disposition choices for each of those scenarios, should they occur. **By completing this document, you agree that GIVF is authorized to act on the choices indicated below, so far as it is practical. You also agree that if your chosen disposition choices are not available or if you fail to preserve any choices made herein, whether through nonpayment of storage fees or otherwise, GIVF is authorized to thaw and discard your embryos.**

### PLEASE NOTE

- Embryos cannot be used to produce pregnancy against the wishes of the partner, if applicable
- Embryo donation to achieve pregnancy is regulated by the FDA. Certain screening and testing of the persons providing the sperm and eggs are required before the donation can occur.
- If you later wish to change any of the choices you have made in this document, please contact GIVF and we will provide you with another form to complete and have notarized. We will not honor changes to disposition choices communicated to us in any other way.
- Your Last Will(s) & Testament(s) MUST include your wishes on embryo disposition **and** be consistent with this declaration. Any discrepancies between what is noted in your will and what is noted on this form can only be resolved by court decree.
- In the event of divorce, dissolution, or other end to your marriage/partnership, you are responsible for notifying GIVF and providing a copy of your final divorce decree or other legal documentation, if applicable.

### DEATH OR INCAPACITATION OF (BOTH) PATIENT (AND PARTNER, IF APPLICABLE)

In the event the patient and partner both die or are incapacitated, and embryos are still in storage at GIVF, I/we agree that the embryos should be disposed of in the following manner:

*Check only one of the 3 options:*

- Thaw and discard the embryos. Discarded embryos will not be available for attempting a pregnancy.
- Donate to another person or couple for reproductive purposes, and further agree to allow such other person or couple to re-donate any unused embryos to another person, couple, or agency for the purpose of establishing a pregnancy.

I/we want my embryos donated to the following person:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**I/we understand that I/we are responsible for notifying the person listed above about this decision and obtaining their consent. I/we are also responsible for ensuring that the recipient or other representative of my/our estate notifies GIVF of my/our deaths so that ownership of and responsibility for the embryos may be transferred.** If the recipient is unwilling or unable to assume ownership of the embryos and/or responsibility for payment of storage fees, I/we understand that ownership and control over the embryos will pass to GIVF and that GIVF may thaw and discard the embryos in accordance with current industry practice.

***Special note for embryos created using gamete (egg or sperm) donors:*** if your embryos were formed using gametes from a known third-party donor, your instruction to donate 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).

- Donate the embryos to GIVF for quality improvement or research purposes, including but not limited to embryonic stem cell research, which may result in the destruction of embryos but will not result in the birth of a child. GIVF may at its discretion dispose of any embryos that are not for any reason used in research.

\_\_\_\_\_/\_\_\_\_\_  
Patient / Partner (if applicable)

## DIVORCE OR DISSOLUTION OF THE RELATIONSHIP

- Not Applicable – Patient is Single

\_\_\_\_\_  
Patient Initials

In the event that the patient and partner divorce or otherwise dissolve their relationship, I/we understand that we are responsible for notifying GIVF of our divorce or the dissolution of our relationship, and I/we agree that the embryos should be disposed of in the following manner:

*Check only one of the 3 options:*

- Thaw and discard the embryos. Discarded embryos will not be available for attempting a pregnancy.
- Donate the embryos to GIVF for quality improvement or research purposes, including but not limited to embryonic stem cell research, which may result in the destruction of embryos but will not result in the birth of a child. GIVF may at its discretion dispose of any embryos that are not for any reason used in research.
- A court decree and/or settlement agreement containing instructions will be presented to GIVF regarding ownership or disposition of the embryos

\_\_\_\_\_/\_\_\_\_\_  
Patient / Partner (if applicable)

## REQUIRED CRYOPRESERVED EMBRYO ACKNOWLEDGEMENTS

*Initial each of the 2 sections below*

### NON-PAYMENT OF STORAGE FEES

Maintaining embryos in a frozen state is labor intensive and expensive. There are fees associated with freezing and maintaining cryopreserved embryos. Patients/couples who have frozen embryos must remain in contact with GIVF on an annual basis to inform the clinic of their wishes as well as to pay fees associated with the storage of their embryos. In situations where fees associated with embryo storage have not been paid for two (2) years and the clinic is unable to contact the patient after reasonable efforts have been made (via certified mail at last known address), the embryos may be destroyed by GIVF in accordance with normal laboratory procedures and applicable law.

\_\_\_\_\_/\_\_\_\_\_  
Patient / Partner  
(if applicable)

- I/we have read the information above and understand that if I/we fail to pay the overdue storage fees within thirty (30) days of the date of such mailing, my/our failure to pay constitutes express authorization for the clinic to destroy my/our embryos without further communication to me/us.

### AGE-LIMITED USE/STORAGE OF EMBRYOS

I/we understand that GIVF will not transfer embryos into any woman to produce a pregnancy after age 55. After this age, I/We acknowledge that the embryos will continue to be stored at GIVF in a cryopreserved state, with applicable fees being charged, until GIVF is notified otherwise. I/We acknowledge it is my/our responsibility to contact GIVF if I/we elect another embryo disposition, such as to:

- Transfer embryos into one of us that has not reached that age, or into a gestational carrier.
- Donate the embryos to GIVF for quality improvement or research purposes, including but not limited to embryonic stem cell research, which may result in the destruction of embryos but will not result in the birth of a child.
- Thaw and discard the embryos. Discarded embryos will no longer be available for attempting a pregnancy.
- Donate the cryopreserved embryos to another person or couple for reproductive purposes. I/we understand that GIVF does not coordinate embryo donation and that such donation must be arranged independently by me/us with a third-party agency.

\_\_\_\_\_/\_\_\_\_\_  
Patient / Partner  
(if applicable)

- I/we have read the information above and understand that once I have reached age 55, I/we will continue to be billed for annual storage of cryopreserved embryos and may contact GIVF at any time to discontinue storage and transfer/donate/discard the embryos

## ADDITIONAL INFORMATION

### DONATION OF EMBRYOS FOR RESEARCH PURPOSES

If you selected the option “donate to research” under any of the categories above, you should be aware of the following:

- Donating embryos for research may not be possible or may be restricted by law. While efforts will be made to abide by your wishes, no guarantees can be given that the embryos will be used for research. In that instance, if no research project can be found, or your embryos are not eligible, your embryos will be discarded by the lab in accordance with laboratory procedures and applicable law.

- Embryos donated to research will not be transferred to a woman’s uterus and will not be used to achieve a pregnancy.

If the donated embryos were formed with gametes (egg or sperm) from someone other than the patient and her partner, the gamete donor(s) may be required to provide a written, signed consent for use of the resulting embryos for research purposes. If the donor(s) has not signed such a consent, the embryo(s) will be thawed and discarded.

### LEGAL CONSIDERATIONS AND LEGAL COUNSEL

The laws governing embryo cryopreservation, subsequent thaw and use, and parent-child status of any resulting offspring are, or may be, unsettled in the state in which either the patient, spouse, partner, or any donor now or in the future lives, or the state in which GIVF is located. I/we acknowledge that GIVF has not given me/us legal advice and that I/we have been informed that I/we may wish to consult a lawyer who is experienced in the areas of reproductive law and embryo cryopreservation and disposition if I/we have any questions or concerns about the present or future status of my/our embryos, my/our individual or joint access to them, my/our individual or joint parental status as to any resulting child, or any other aspect of this consent and agreement.

### ACKNOWLEDGEMENT OF CRYOPRESERVED EMBRYO DISPOSITION SELECTIONS & AUTHORIZATION

By signing below, I/we certify the disposition selections made above on pages 3-7. I/we understand that we can change our selections in the future only by mutual written agreement as outlined above. I/we also understand that in the event that none of my/our elected choices is available, GIVF is authorized, without further notice from us, to thaw and discard my/our frozen embryos.

<b>PATIENT:</b>	<b>PARTNER:</b>	<input type="checkbox"/> N/A
Signature: _____	Signature: _____	
Printed Name: _____	Printed Name: _____	
Date: _____	Date: _____	

**REQUIRED SIGNATURE PAGE**

**ACKNOWLEDGEMENT OF INFORMED CONSENT SELECTIONS & AUTHORIZATIONS**

I/We have been fully advised of the purpose, risks and benefits of each of the procedures indicated above, as well as Assisted Reproduction generally, and have been informed of the available alternatives and risks and benefits of such alternatives. This information has been supplemented by my/our consultation with my/our medical team. I/We have had the opportunity to ask questions and all my/our questions have been answered to my/our satisfaction.

I/We have read the Assisted Reproduction document in its entirety and have had ample time to reach my/our decision, free from pressure and coercion, and agree to proceed with my/our participation in Assisted Reproduction services as stated above

<b>PATIENT:</b>	<b>PARTNER</b>	<input type="checkbox"/> N/A
Signature: _____	Signature: _____	
Printed Name: _____	Printed Name: _____	
Date: _____	Date: _____	

Type of Picture Identification viewed:

- Driver's License
- Passport
- Other: \_\_\_\_\_

Type of Picture Identification viewed:

- Driver's License
- Passport
- Other: \_\_\_\_\_

GIVF Witness Name: _____	Signature: _____
Title: _____	Date: _____



**Consents signed outside the Practice must be notarized and dated**

**PATIENT:**

City/County of \_\_\_\_\_

State/Commonwealth of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ by  
\_\_\_\_\_ (Name of person seeking acknowledgment)

Notary Public's signature: \_\_\_\_\_

Notary registration number: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**PARTNER:**

N/A

City/County of \_\_\_\_\_

State/Commonwealth of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ by  
\_\_\_\_\_ (Name of person seeking acknowledgment)

Notary Public's signature: \_\_\_\_\_

Notary registration number: \_\_\_\_\_

My commission expires: \_\_\_\_\_