

GAMETE AND EMBRYO DISPOSITION CONSENT FORM

Assisted Reproductive Procedures such as In Vitro Fertilization (IVF) are relatively new areas of medical treatment for which specific legal principles and requirements have not been firmly established. As a participant in these procedures, you should be informed, to the full extent possible, of all legal and medical aspects of the procedures. The following is an explanation of the decisions you and your partner are required to make regarding the disposition of your gametes (sperm and eggs) and embryos.

DISPOSITION OF EXCESS SPERM

Prior to placing sperm and eggs together in the laboratory, the partner’s semen is processed in the laboratory to isolate the sperm with the best fertilizing capacity. Some of these “good” sperm are placed with the eggs to achieve fertilization. It is the policy of North Hudson IVF Center to discard any remaining sperm (good and poor quality) immediately after the eggs have been inseminated. Please indicate below with an “X” if you accept or reject this laboratory policy and place your initials in the appropriate blanks adjacent to the box with the “X”.

ACCEPT _____

REJECT _____

DISPOSITION OF UNFERTILIZED EGGS

The morning following the egg retrieval, the eggs are checked for signs of fertilization. Although most eggs fertilize, some do not. In many cases, these unfertilized eggs are immature (only mature eggs can fertilize), but mature eggs sometimes do not fertilize. Mature eggs that didn’t fertilize through conventional IVF insemination can be forced to fertilize through intracytoplasmic sperm injection (ICSI). However, it has been our experience that embryos generated from these eggs have limited developmental potential. Therefore, it is the policy of North Hudson IVF Center to discard any unfertilized eggs (mature and immature) on the second day following the egg retrieval. Please indicate below with an “X” if you accept or reject this laboratory policy and place your initials in the appropriate blanks adjacent to the box with the “X”.

ACCEPT _____

REJECT _____

DISPOSITION OF ABNORMALLY FERTILIZED EGGS

An egg is usually fertilized by a single sperm. Occasionally, more than one sperm fertilizes an egg. When this happens, the resulting embryo has too many chromosomes and is genetically abnormal. This embryo, if transferred to the uterus, would result in an abnormal pregnancy. Therefore, it is the policy of North Hudson IVF Center to discard any abnormally fertilized eggs on the day following the egg retrieval. Please indicate below with an “X” if you accept or reject this laboratory policy and place your initials in the appropriate blanks adjacent to the box with the “X”.

ACCEPT _____

REJECT _____

DISPOSITION OF EMBRYOS WITH ARRESTED DEVELOPMENT

Although many eggs may fertilize in an IVF Procedure, a significant number of these embryos do not have the potential to continue development to the blastocyst stage and are therefore incapable of implanting and initiating a pregnancy. The cause of this developmental failure is primarily found in the genetics of the embryo. If the embryo has the correct genetic instructions to continue development, it will. If the embryo has incomplete

or conflicting genetic information, the embryo will stop growing. Whether grown in the laboratory or conceived naturally, the genetic composition of the embryos is currently beyond the laboratory's ability to manipulate or control. Transferring genetically compromised embryos to the uterus will not enhance their developmental potential. Therefore, it is the policy of North Hudson IVF Center to discard any embryos that fail to reach the blastocyst stage of development by the morning of the sixth day following egg retrieval. Please indicate below with an "X" if you accept or reject this laboratory policy and place your initials in the appropriate blanks adjacent to the box with the "X".

ACCEPT _____

REJECT _____

I / We have read and understand the above policies regarding the disposition of excess sperm, unfertilized eggs, abnormally fertilized eggs and embryos that have arrested development during the course of IVF treatment. I / We have had a opportunity to ask questions and are satisfied with the answers I / we received. I / We specifically understand that I / we will be making a decision concerning the disposition of sperm, eggs or embryos deemed unsuitable for use during the IVF procedure and authorize the lab personnel of North Hudson IVF involved in this procedure to:

Proceed with laboratory policy for the disposition of excess sperm, unfertilized eggs, abnormally fertilized eggs and embryos that have arrested development during the course of IVF treatment.

Proceed as follows: _____

Patient's Signature Date Partner's Signature Date

DISPOSITION OF BLASTOCYST STAGE EMBRYOS NOT TRANSFERRED TO THE UTERUS

In many cases, several embryos reach the blastocyst stage of development by the fifth or sixth day after egg retrieval. In order to reduce the chance of high order multiple gestations (triplets, quadruplets, etc) our policy is to routinely transfer two blastocyst stage embryos to the uterus. Thus, North Hudson IVF Center must have clear instructions as to the disposition of any remaining embryos.

The following two options apply:

- Option 1 Expiration of Embryo(s)
- Option 2 Cryopreservation of Embryo(s)

Each of these options is described in detail in the following paragraphs. . Following these explanations, you will be given the opportunity to consent to one of these two options.

Option 1 Expiration of Embryos

Blastocyst stage embryos that were not transferred to the uterus, deemed to have good developmental potential, are allowed to expire in the laboratory. No attempt to preserve the viability of these embryos will be made.

Option 2. Cryopreservation of Embryos

Blastocyst stage embryos deemed to have good developmental potential are placed in a cryoprotectant solution and frozen (cryopreserved) in a controlled way. The frozen embryos are then placed in a liquid nitrogen tank where they can remain stored for an indefinite period of time without apparent harm. If a pregnancy results from the initial fresh embryo transfer, some or all of the cryopreserved embryos may be thawed at a future date to attempt a subsequent pregnancy. If pregnancy does not occur during the initial fresh embryo transfer, some or all of the cryopreserved embryos may be thawed to attempt a pregnancy in a subsequent cycle.

Worldwide, many thousands of babies have been born from frozen-thawed IVF embryos. No additional risks of miscarriage or congenital abnormalities have been associated with embryo cryopreservation to date. However, an embryo's developmental potential may be reduced by the cryopreservation and thawing processes, as success with frozen-thawed embryos is generally less than that with fresh embryo transfer.

If you decide to cryopreserve your remaining embryos, you must understand and consent to the following:

AGREEMENT TO PARTICIPATE IN THE EMBRYO CRYOPRESERVATION PROGRAM

1. Neither the patient nor North Hudson IVF Center shall have any rights or obligations concerning the embryos except those expressly created by this Agreement.
2. The patient understands that the embryos have no potential to produce human life until, by proper thawing and ascertainment of viability, an embryo has been properly transferred into the uterus of the patient. The patient understands that all or a portion of the cryopreserved embryos may not survive the freezing and thawing processes. Therefore, there may be no viable embryos available for transfer on the subsequent cycle.
3. So long as the patient continues to participate in the Embryo Cryopreservation Program, the embryos shall be stored exclusively (i) to preserve the opportunity to thaw, and (ii) for transfer to the patient in attempt(s) to achieve a pregnancy. The patient shall pay in a timely manner North Hudson IVF Center's prevailing charges for participation in the Embryo Cryopreservation Program (currently \$100 per year). Unless otherwise directed by the patient, North Hudson IVF Center shall continue to store the embryos for a period of three (3) years, except as otherwise provided herein or as extended by mutual agreement in writing.

Termination of the patient's participation shall occur when:

- a. Affirmative withdrawal by the patient from the Embryo Cryopreservation Program, which shall be deemed to occur upon North Hudson IVF Center's receipt of a letter signed by the patient and intimate partner requesting termination of participation.
- b. The lapse of three (3) years from the date cryopreserved embryos were placed in storage by North Hudson IVF Center pursuant to this Agreement, unless said date is extended by mutual agreement of all parties hereto in writing.

- c. Failure to pay prevailing charges of North Hudson IVF Center for storage of the embryos, if such failure continues for a period of ninety (90) days following written notice of nonpayment from North Hudson IVF Center the patient at the latest address on file at North Hudson IVF Center.
 - d. Death of the patient and intimate partner
 - e. Termination pursuant to Paragraph 5 below, absent compliance with the requirements for transporting the embryos to another site. The effect of termination of participation is further discussed below.
5. The patient acknowledges that, for medical reasons, North Hudson IVF Center recommends against transporting the embryos to any other facility or location, except as may be necessary. In the event North Hudson IVF Center discontinues its Embryo Cryopreservation Program. The patient agrees that North Hudson IVF Center need only permit such transfers when the patient assumes all risks and expenses associated with transporting the embryos.
 6. It is intended that the Embryo Cryopreservation Program operate indefinitely. However, North Hudson IVF Center reserves the right to discontinue the operations of the Embryo Cryopreservation Program upon reasonable notice in the event that scientific, financial, or other considerations lead it to do so. If North Hudson IVF Center discontinues the Embryo Cryopreservation Program for any reason while the patient is a participant and her embryos are in storage at North Hudson IVF Center, North Hudson IVF Center shall give written notice of the discontinuance to the patient by United States Mail sent to her latest address on file at North Hudson IVF Center. If the notice is returned as undeliverable, or, if no written response thereto is received within 90 days after mailing, or, if such response so provides, it is agreed that North Hudson IVF Center may proceed as though there has been a termination of participation under Paragraph 4 above. If however, North Hudson IVF Center receives notice in writing, signed by the patient and her partner, within 90 days of mailing of the notice, North Hudson IVF Center, if so requested in the response, will release to the patient her frozen embryos for transport elsewhere to a physician or clinic of her choice. All risks, costs, arrangements, and expenses for such transport and for the subsequent fate of the pre-embryos shall be the sole responsibility of the patient. Failure of the patient to perfect and carry out the arrangements for such transfer within 90 days after agreeing to do so shall revert the parties to the provisions of Paragraph 11.
 7. The patient understands that with any technique necessitating mechanical support systems, equipment failure can occur. North Hudson IVF Center, their directors, employees, or consultants are not to be held liable for any destruction, damage, or improper freezing, maintenance storage, withdrawal, thawing, and/or delivery caused by or resulting from any malfunction of the storage tank, failure of utilities, cessation of services or other labor disturbance, fire, wind, earthquake, flood, or the failure of any other laboratory.
 8. The patient agrees to keep her most current mailing address on file at North Hudson IVF Center at all times during her participation in the Cryopreservation Program and for so long as any of her embryos are maintained by the program thereafter, and to advise North Hudson IVF Center promptly in writing upon each change of address or prolonged absence from the last address on file.
 9. In consideration of the foregoing and relying on the accuracy of information given by patient in her application for the Embryo Cryopreservation Program, North Hudson IVF Center accepts the patient into North Hudson IVF Center's Embryo Cryopreservation Program, upon obtaining her signature and the signature of her intimate partner below as evidence of her / their informed consent.

10. The patient and her intimate partner may wish to avail themselves of legal counsel regarding her rights and obligations prior to deciding to participate in the Embryo Cryopreservation Program.
11. Upon termination of the patient's participation in the Emryo Cryopreservation Program, as explained in Paragraph 4, all charges for further storage of the embryos shall cease, and title to the remaining embryos will pass to North Hudson IVF Center. At that time and thereafter, North Hudson IVF Center shall have the right to use or dispose of the embryos.

I / We have read and understand the above options for disposition of embryos generated during the course of IVF treatment. I / We have read and understand the Agreement to Participate in the Embryo Cryopreservation Program and, should we elect to participate in the program, I / we fully understand my/our responsibilities and obligations set forth in the agreement. I / We have had a opportunity to ask questions and are satisfied with the answers I / we received. I / We specifically understand that I / we will be making a decision concerning the disposition of embryos that are not transferred to the uterus during the IVF procedure. I / We hereby select the following option:

- Option 1 Expiration of Embryos
- Option 2 Cryopreservation of Embryos

Patient's Signature

Date

Partner's Signature

Date

DISPOSITION OF CRYOPRESERVED EMBRYOS UPON CESSATION OF PARTICIPATION IN THE CRYOPRESERVATION PROGRAM

If you have elected to cryopreserve embryos, it is likely your intention is to thaw and transfer the embryos at a later date. However, circumstances may change and you may decide that you no longer want to attempt a pregnancy with these embryos. Therefore, North Hudson IVF Center must have clear instructions as to the disposition of any cryopreserved embryos should you cease to participate in the embryo cryopreservation program.

The following two options apply:

- Option 1 Donation of Frozen Embryos
Option 2 Distruction of Frozen Embryos

Each of these options is described in detail in the following paragraphs. Following these explanations, you will be given the opportunity to consent to one of the two options.

Option 1 Donation of Frozen Embryo(s)

North Hudson IVF Center may use the embryo(s) for the benefit of one or more infertile patients selected at North Hudson IVF Center's sole discretion, their identity to remain undisclosed to the patient. Donated embryos are usually received by a couple that cannot generate embryos of their own due to problems with the sperm, eggs or both. When donating embryos, the donating couple gives up all rights and interests in the embryo(s) and any child (or children) that may result from the donated embryos. The couple donating the embryos will never know the identity of the recipient couple nor will they be informed of the result of the embryo donation procedure. The recipient couple consents to receive embryos from an anonymous donor couple. The

recipient couple agrees to assume all rights, duties and responsibilities as parents of any child resulting from donated embryos.

Option 2 Destruction of Frozen Embryo(s)

The couple may choose to thaw the embryos and allow the embryos to expire on their own. It is the policy of North Hudson IVF Center to provide the embryos to the patients in a frozen and potentially viable state. It is then the responsibility of the patients to thaw the embryos and allow them to expire.

I / We have read and understand the above options for disposition of embryos cryopreserved resulting from IVF treatment. I / We have had a opportunity to ask questions and are satisfied with the answers we received. I / We specifically understand that I / we will be making a decision concerning the disposition of cryopreserved embryos generated during the IVF procedure should I / we cease to participate in the Cryopreservation Program as defined above in the Agreement to Participate in the Embryo Cryopreservation Program. I / We hereby select the following option:

Option 1 Donation of Frozen Embryo(s)

Option 2 Destruction of Frozen Embryos

Patient's Signature

Date

Partner's Signature

Date

DISPOSITION OF CRYOPRESERVED EMBRYOS UPON DEATH OF ONE PARTNER OR DIVORCE

Please select one of the following two options in the event of the death of one partner:

- Option 1 Disposition to be determined by remaining partner
 Option 2 Destroy all cryopreserved embryos

Please select one of the following three options in the event of divorce:

- Option 1 Disposition to be determined by wife
 Option 2 Disposition to be determined by husband
 Option 3 Destroy all cryopreserved embryos

Patient's Signature

Date

Partner's Signature

Date

I have explained the procedure(s) to the patient and her husband/intimate partner including the risks, benefits and alternatives. All questions concerning the procedure(s) have been answered.

Signature of Physician

Print Name and Title

Date