

## *Disposition of Embryos Declaration of Intent*

Because of the possibility of you and/or your partner's 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 the laboratory in these situations. Since this is a rapidly evolving field, both medically and legally, the clinic cannot guarantee what the available or acceptable avenues for disposition will be at any future date.

Currently, the alternatives are:

1. Discarding the cryopreserved embryo(s)
2. Donating the cryopreserved embryo(s) for approved research studies.
3. Donating the cryopreserved embryos to another couple in order to attempt pregnancy. (In this case, you may be required to undergo additional infectious disease testing and screening due to Federal or State requirements.)
4. Use by one partner with the contemporaneous permission of the other for that use.

This declaration provides several choices for disposition of embryos in these circumstances (death of the patient or the patient's spouse or partner, separation or divorce of the patient and her spouse/partner, successful completion of IVF treatment, decision to discontinue IVF treatment, and by failure to pay fees for frozen storage).

I/We agree that in the absence of a more recent written and witnessed consent form, the Clinic is authorized to act on our choices indicated below, so far as it is practical.

**I/We also agree that in the event that either our chosen dispositional choices are not available or I/we fail to preserve any choices made herein, whether through nonpayment of storage fees or otherwise, the clinic is authorized to discard and destroy our embryos.**

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.
- Disposition of embryos that are created using donated sperm or eggs may be subject to prior enforceable agreements that you have entered into with a sperm, egg or embryo donor. The Clinic may need to review these agreements before accepting the sperm, eggs or embryos into their clinic and/or before using them for procreation or research purposes.
- Embryo donation for research purposes may be restricted by applicable state or federal law that governs your jurisdiction. In the case of embryos created using donated sperm or eggs, donation to research may be restricted or may require the contemporaneous written consent of the sperm or egg donor. Patients are advised to check applicable laws or regulations governing research donation of embryos formed via sperm or egg donation.
- 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.

- You are free to revise the choices you indicate here at any time by completing another form and having it notarized.
- Your wills should also include your wishes on disposition of the embryos and be consistent with this consent form. Any discrepancies will need to be resolved by court decree.
- Please check the appropriate box in each section to delineate your wishes and initial the bottom of each page.

## Death of Patient

In the event the patient dies prior to use of all the embryos, I/we agree that the embryos should be disposed of in the following manner (check only one box):

- Award to patient's spouse or partner, which gives complete control 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.
- Donate to another couple or individual for reproductive purposes. This may entail maintaining the embryos in storage, and the fees and other payments due the clinic for these cryopreservation services. If you wish, you may designate a couple or individual to receive the embryos. In the event the designated couple or individual is unable or unwilling to accept the embryos, the clinic will control the donation.

Please donate to: Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Email \_\_\_\_\_

**Special note for embryos created with gamete donors:** If your embryos were formed using gametes (eggs or sperm) 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). If anonymous donor gametes were used, written authorization from the gamete donor must have been obtained to use these gametes for anything other than reproduction or destruction of the embryos.

- Award for research purposes, including but not limited to embryonic stem cell research, which may result in the destruction of the embryos but will not result in the birth of a child.
- Destroy the embryos.
- Other disposition (please specify): \_\_\_\_\_

## Death of Spouse or Partner

In the event the patient's spouse or partner dies prior to use of all the embryos, we agree that the embryos should be disposed of in the following manner (check one box only):

- Award to patient, which gives complete control 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.
- Donate to another couple or individual for reproductive purposes. This may entail maintaining the embryos in storage, and the fees and other payments due the clinic for these cryopreservation services. If you wish, you may designate a couple or individual to receive the embryos. In the event the designated couple or individual is unable or unwilling to accept the embryos, the clinic will control the donation.

Please donate to: Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Email \_\_\_\_\_

**Special note for embryos created with gamete donors:** If your embryos were formed using gametes (eggs or sperm) 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). 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.

- Award for research purposes, including but not limited to embryonic stem cell research, which may result in the destruction of the embryos but will not result in the birth of a child.
- Destroy the embryos.
- Other disposition (please specify): \_\_\_\_\_

## Simultaneous Death of Patient and Spouse or Partner

In the event the patient and her spouse or partner die at the same time, prior to use of all the embryos, we agree that the embryos should be disposed of in the following manner (check one box only):

- Donate to another couple or individual for reproductive purposes. This may entail maintaining the embryos in storage, and the fees and other payments due the clinic for these cryopreservation services. If you wish, you may designate a couple or individual to receive the embryos. In the event the designated couple or individual is unable or unwilling to accept the embryos, the clinic will control the donation.

Please donate to: Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Email \_\_\_\_\_

**Special note for embryos created with gamete donors:** If your embryos were formed using gametes (eggs or sperm) 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). 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.

- Award for research purposes, including but not limited to embryonic stem cell research, which may result in the destruction of the embryos but will not result in the birth of a child.
- Destroy the embryos.
- Other disposition (please specify): \_\_\_\_\_

## Divorce or Dissolution of Relationship

In the event the patient and her spouse are divorced or the patient and her partner dissolve their relationship, we agree that the embryos should be disposed of in the following manner (check one box only):

- A court decree and/or settlement agreement will be presented to the Clinic directing use to achieve a pregnancy in one of us or donation to another couple for that purpose.
- Award for research purposes, including but not limited to embryonic stem cell research, which may result in the destruction of the embryos but will not result in the birth of a child.
- Destroy the embryos.

## Discontinuation of IVF Treatment

In the event the patient and her spouse or partner mutually agree to discontinue IVF treatment as a couple, we agree that any embryos should be disposed of in the following manner (check one box only):

- Award to patient, which gives complete control 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.
- Award to spouse or partner, which gives complete control 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.
- Donate to another couple or individual for reproductive purposes. If you wish, you may designate a couple or individual to receive the embryos. In the event the designated couple or individual is unable or unwilling to accept the frozen embryos, the clinic will control the donation.

Please donate to: Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Email \_\_\_\_\_

**Special note for embryos created with gamete donors:** If your embryos were formed using gametes (eggs or sperm) 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). 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.

- Award for research purposes, including but not limited to embryonic stem cell research, which may result in the destruction of the embryos but will not result in the birth of a child.
- Destroy the embryos.
- Other disposition (please specify): \_\_\_\_\_

## Nonpayment of Cryopreservation Storage Fees

Maintaining embryo(s) in a frozen state is labor intensive and expensive. There are fees associated with freezing and maintaining cryopreserved embryo(s). Patients/couples who have frozen embryo(s) must remain in contact with the clinic on an annual basis in order to inform the clinic of their wishes as well as to pay fees associated with the storage of their embryo(s). In situations where there is no contact with the clinic for **a period of 2 years** or fees associated with embryo storage have not been paid for **a period of 2 years** and the clinic is unable to contact the patient after reasonable efforts have been made (via registered mail at last known address), the embryo(s) may be destroyed by the clinic in accordance with normal laboratory procedures and applicable law.

If I/we fail to pay the overdue storage fees within 30 days from the date of said mailing, such failure to pay constitutes my/our express authorization to the clinic to follow the disposition instructions we have elected below without further communications to or from us (check one box only):

- Award for research purposes, including but not limited to embryonic stem cell research, which may result in the destruction of the frozen embryos but will not result in the birth of a child.
- Destroy the frozen embryos.

## Age-Limited Storage of Embryos

I/We understand that the Clinic will not transfer embryos into any woman to produce a pregnancy after age 55 years. After this age, I/we elect (check one box only):

- Transfer embryos into one of us that has not reached that age, or into a gestational carrier.
- Award for research purposes, including but not limited to embryonic stem cell research, which may result in the destruction of the frozen embryos but will not result in the birth of a child.
- Destroy the frozen embryos.
- Transfer to a storage facility at our expense.
- Donate the cryopreserved embryos to another couple for reproductive purposes.

## Donation of Frozen Embryos for Research Purposes

If you selected the option “award for research purposes” under any of the preceding circumstances, as a donor of human embryos to research, including but not limited to stem cell research, you should be aware of the following:

- Donating embryo(s) 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 embryo(s) will be used for research or donated to another couple. In these instances, if after \_\_\_\_\_ years no recipient or research project can be found, or your embryos are not eligible, your embryo(s) will be destroyed and discarded by the lab in accordance with laboratory procedures and applicable laws.
- The embryos may be used to derive human pluripotent stem cells for research and the cells may be used, at some future time, for human transplantation research.
- All identifiers associated with the embryos will be removed prior to the derivation of human pluripotent stem cells.
- Donors to research will not receive any information about subsequent testing on the embryo or the derived human pluripotent cells.
- Derived cells or cell lines, with all identifiers removed, may be kept for many years.
- It is possible the donated material may have commercial potential, but the donor will receive no financial or other benefit from any future commercial development.

- Human pluripotent stem cell research is not intended to provide direct medical benefit to the embryo donor.
- Donated embryos will not be transferred to a woman's uterus, nor will the embryos survive the human pluripotent stem cell derivation process. Embryos will be handled respectfully, as is appropriate for all human tissue used in research.
- If the donated embryos were formed with gametes (eggs or sperm) from someone other than the patient and her spouse or partner (those who sign this document), the gamete donor(s) may be required to provide a signed, written consent for use of the resulting embryos for research purposes.

## **Legal Considerations and Legal Counsel**

The law regarding embryo cryopreservation, subsequent thaw and use, and parent-child status of any resulting child(ren) is, or may be, unsettled in the state in which either the patient, spouse, partner, or any donor currently or in the future lives, or the state in which the ART Program is located. We acknowledge that the ART Program has not given us legal advice, that we are not relying on the ART Program to give us any legal advice, and that we have been informed that we may wish to consult a lawyer who is experienced in the areas of reproductive law and embryo cryopreservation and disposition if we have any questions or concerns about the present or future status of our embryos, our individual or joint access to them, our individual or joint parental status as to any resulting child, or about any other aspect of this consent and agreement.



**Our signatures below certify the disposition selections we have made above. We understand that we can change our selections in the future, but need mutual and written agreement as outlined above. We also understand that in the event that none of our elected choices is available, the clinic is authorized, without further notice from us, to destroy and discard our frozen embryos.**

**X**

\_\_\_\_\_  
Patient Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Patient Name

\_\_\_\_\_  
Date of Birth

### Notary Public

Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Date

**X**

\_\_\_\_\_  
Spouse / Partner Signature (if applicable)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Spouse / Partner Name

\_\_\_\_\_  
Date of Birth

### Notary Public

Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Date