KUTTEH KE FERTILITY ASSOCIATES OF MEMPHIS, PLLC

AND

MEMPHIS FERTILITY LABORATORY, INC.

80 Humphreys Center, Suite 307
Memphis, Tennessee 38120-2363
(901) 747-2229

AGREEMENT FOR FROZEN/THAWED EMBRYO TRANSFER (FET)

We *(name of Patient and Partner),* _____, the undersigned, are committed and intimate life partners. We desire, to become pregnant with our cryopreserved (frozen) embyo(s). We therefore request, authorize, and consent to the performance of frozen/thawed embryo transfer (FET).

1. We understand and acknowledge that Kutteh Ke Fertility Associates of Memphis, PLLC (FAM) is a medical practice in reproductive endocrinology and will be managing my care and performing my FET procedure. Memphis Fertility Laboratory, Inc. (MFL) is responsible for my laboratory testing and services including blood hormone assays, embryo culture and preparation for transfer.

2. We acknowledge and agree that we are both the intended parents of any and all live born children resulting from this embryo transfer procedure. If our biological sperm and/or oocytes (eggs) were not used to create these embryo(s), then we declare that we have the legal authority to utilize these embryo(s) for the purposes of pregnancy and childbirth.

3. We understand the following to be a general outline of the steps that may be required in this procedure. We consent to the performance of these steps.
   a. Determination by certain tests that we are suitable for the procedure. The evaluations will include a detailed medical history, physical examination, and laboratory tests including (but not limited to) tests for general health, and HIV infection.
   b. Patient will begin a schedule of hormone (estrogen and progesterone) treatment to develop the uterine lining needed for embryo implantation. Some of these hormone therapies will require her to perform self-injection on a daily basis. The uterine lining is assessed by both blood tests and transvaginal ultrasound examinations.
   c. Once Patient's uterine lining has been prepared, she will be scheduled for the embryo transfer. We understand that the Laboratory Director of MFL will determine the timing of embryo transfer so that it may be synchronized to the time of embryo thaw.
   d. On the day of embryo transfer, the thawed embryo(s) will be placed into Patient's uterus by means of a small catheter inserted through the cervix. This is immediately followed by a short period of bedrest.
   e. Pregnancy can be determined by a blood test within 14 days of embryo transfer.

4. We understand that, based on age and other factors, up to three (3) of our thawed embryos may be transferred to the uterus. We have been advised that this could result in multiple gestation (twins, triplets). Multiple gestation is a higher risk pregnancy with an increased risk of premature delivery, other obstetrical complications and an increased financial and emotional burden.

5. We acknowledge that a successful pregnancy after FET cannot be assured and that neither FAM nor MFL has made any such representation or guarantee. We understand that a number of occurrences may prevent the establishment of a successful pregnancy including, but not limited to:
   a. Patient may not respond to the medications.
   b. The uterine lining may not develop normally.
   c. The embryo thaw process may not be successful resulting in no viable embryo(s) for transfer.
   d. Implantation of the embryo(s) into the lining of Patient's uterus may not occur.

Patient initials _____

Partner initials _____

e. An unforeseen laboratory event may result in loss or damages of our embryo(s).

6. We understand that a number of risks and discomforts may be associated with this procedure, including:
   a. From the blood tests: mild discomfort and bruising at the needle site.
   b. From the medications:
      (i) mild discomfort and bruising at the needle site of self-injected medications;
      (ii) estrogen therapy may cause nausea. Long-term administration of estrogen has been associated with gall bladder disease, blood clots, liver disease, and heart attacks. In post-menopausal women, long-term administration of estrogen has also been associated with breast cancer. Since the doses in this procedure are low and administration is short term, such side effects are unexpected, but cannot be ruled out. Natural estrogens given during pregnancy have not been associated with birth defects, however the potential for increased incidence of birth defects with artificial estrogen is unknown,
      (iii) progesterone therapy may cause mood swings and water retention. Long-term administration is associated with elevation of cholesterol. Since the doses in this procedure are low and administration is short term, such side effects are unexpected, but cannot be ruled out. Recent studies do not demonstrate any association of natural progesterone given during pregnancy with birth defects, but this risk has not been conclusively disproved.
   c. From the transfer of the embryo(s) into the uterus:
      (i) mild discomfort;
      (ii) the small (1 in 400) risk of developing infection and possible bleeding,
   d. Psychological stress

7. We understand that, if pregnancy is successfully established, there is a risk, as in any pregnancy, of miscarriage (approx 1 in 4 to 1 in 8), ectopic or tubal pregnancy (1 in 50), stillbirth and/or birth defects. We understand that pregnancy after FET may be at increased risk of premature labor and delivery. This may lead to complications of prematurity for our child and its associated financial and emotional costs.

8. We hereby release FAM, MFL, their agents, servants, or employees from any injury or damage, known or unknown, that might result should the embryo(s) cease to be viable while in the custody of FAM, MFL, their agents, servants, or employees.

9. We shall indemnify MFL, FAM and its' physicians for any attorneys' fees, court costs, damages, judgments, or any other losses or expenses incurred by that physician or for which that physician may be responsible with respect to any claim, legal action or defense thereto arising out of the FET hereby requested, including any claim or legal action brought by the child or children resulting from the embryo transfer.

10. We fully understand that insurance coverage for any or all of the above procedures may not be available and that we may be personally responsible for the expenses of this treatment. The expenses may consist of hospital charges, laboratory charges and/or physician professional fees.

11. We consent to the photographing or televising of any laboratory procedure(s) to be performed for medical, scientific, or educational purposes, provided my identity is not revealed by the pictures or by descriptive text accompanying them.

12. The Centers for Disease Control (CDC) is a "public health authority" and is authorized by law (PL 102-493 (H R 4773) to collect data on assisted reproductive technologies in the United States. In the interests of public health, I understand and acknowledge that both FAM and MFL are required, under the Fertility Clinic Success Rate and Certification Act of 1992, to submit information about my assisted reproductive treatment to the CDC. Furthermore, data collected by Society of Assisted Reproductive Technologies (SART) is used to generate statistics published annually in medical and scientific publications and for selected research projects. For such activities, my data are de-identified (stripped of information that could potentially lead to revealing the subject of the information).

Patient initials _____

Partner initials _____

13. We acknowledge that I have fully reviewed and comprehend the contents of this Consent Form. The nature of FET has been explained to us, together with the known risks. We understand the explanation that has been given us and that there may be unknown risks. We have had the opportunity to ask any questions We might have and those questions have been answered to our satisfaction. We understand that we may elect not to continue with the procedure at any time and that this decision would not affect any other present or future medical care and treatment from either FAM or MFL.

14. With full knowledge and understanding of the attendant risks and consequences of our participation, We consent to the medical procedures described in this Consent Form and agree to participate in FET. We acknowledge and affirm that we have given our consent and entered into this agreement without coercion or compulsion and of our own free will.

Signature of Patient	Signature of Partner
Print Patient's name	Print Partner's name
Date	Date