

KUTTEH KE FERTILITY ASSOCIATES OF MEMPHIS, PLLC

and

MEMPHIS FERTILITY LABORATORY, INC.

80 Humphreys Center, Suite 307

Memphis, Tennessee 38120

(901) 747-2229

**AGREEMENT TO CRYOPRESERVATION (FREEZING) and
STORAGE OF OOCYTES**

1. I (*your name*), _____, wish to use the services and facilities of Kutteh Ke Fertility Associates of Memphis, PLLC (FAM) and Memphis Fertility Laboratory, Inc. (MFL) for collecting, testing, identifying, packaging, freezing, and/or temporarily storing my oocytes (eggs) in the usual facilities maintained for that purpose by MFL, on the conditions set forth in this agreement.
2. I understand the following to be a general outline of the steps that may be required in this procedure. I consent to the performance of these steps.
 - a) The use of medications to mature multiple oocytes (eggs) from my ovaries. Many of these medications will require me to perform self-injection on a daily basis. Before the oocytes are released from the ovaries, collection (retrieval) of the oocytes will be performed.
 - b) The use of blood tests to monitor growth of my ovarian follicle(s) containing the oocyte(s).
 - c) Ultrasound examinations to assist in timing the maturity of the oocyte(s). Ultrasonography is a diagnostic procedure using sound waves that provides a "picture" of the ovaries and the growing follicle(s).
 - d) Retrieval of the oocytes from the follicles in my ovaries, which may be done by one or more of the following methods:
 - i. Ultrasound - guided transvaginal aspiration through a needle directed through the vagina into the follicle.
 - ii. Ultrasound - guided transabdominal aspiration where the needle is directed through the skin of the lower abdomen and into the follicle.
3. I understand that my oocytes will be frozen at MFL using special holding containers (freezing straws) in which they are suspended in a small volume of special freezing solution (cryoprotectant). During the freezing process, the oocytes are brought to a temperature of -196°C. They are then submerged in liquid nitrogen in storage tanks.
4. Unless paragraph 5 below applies, I agree that after cryopreservation, all of my oocytes will be shipped to ReproTech, Ltd. (RTL) in Mesquite, Texas for long term storage according to the agreement made between me and RTL (see attached ReproTech agreement and brochure).
 - a) I understand that I must complete all of RTL's forms and agreements prior to initiation of cryopreservation procedures.
 - b) I understand that MFL must receive a notification from RTL that I have made proper arrangements with RTL for cryo-storage.
 - c) In addition to MFL fees, I acknowledge that I will be responsible for all charges required to maintain oocyte viability during shipment and all RTL fees for storage required at the new facility.

- d) I agree that my medical records associated with the cryopreserved oocytes will be released to RTL.
5. If my oocytes are cryopreserved for the purposes of upcoming fertility treatment procedures at Fertility Associates of Memphis (FAM),
- a) I give permission to MFL to discard my unused oocytes at the one year anniversary of cryopreservation. This designation allows MFL to dispose of my oocytes in a manner consistent with applicable federal and state law.
 - b) I understand that if I wish to continue storage of my unused oocytes beyond the one year anniversary, I must contact MFL before the one year anniversary of cryopreservation. I understand and acknowledge that my oocytes will be shipped to RTL pursuant to paragraph 4 above.
6. I understand that in order for oocytes to produce a pregnancy, they must be thawed in a controlled manner in a embryology laboratory, fertilized with sperm (in vitro fertilization) and replaced in the uterus at the correct time of the menstrual cycle.
7. I fully understand that insurance coverage for any or all of the above procedures may not be available and that I will be personally responsible for all FAM and MFL charges. I also understand and acknowledge that failure to complete the necessary registration and payment of fees in a timely manner will result in the **disposal** of my oocytes.
8. I acknowledge that a successful pregnancy after oocyte cryopreservation 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) I may not respond to the medications, reducing the probability of successful oocyte retrieval.
 - b) The time of ovulation may be misjudged, or may be unpredictable, thus preventing any attempt at obtaining oocytes.
 - c) My oocyte(s) may not be mature or normal and cannot be cryopreserved.
 - d) After thawing my oocytes in the future, fertilization between my oocytes and sperm may not occur.
 - e) After fertilization, growth or cell division of any of my embryos may not occur.
 - f) My embryo(s) may not develop normally and may not survive.
 - g) In the future, implantation of the embryo(s) into the lining of my uterus may not occur.
 - h) An unforeseen laboratory event may result in loss or damages of my oocyte(s) or embryo(s).
9. I acknowledge and agree that FAM's and MFL's responsibilities shall be limited solely to the adequate recovery, cryopreservation and temporary storage of my oocytes. I understand that the viability of cryopreserved oocytes may vary between individuals and in the extreme situation; oocytes may not be viable after freezing-thawing. In certain situations, oocyte viability may be lost due to catastrophic events such as failure of the freezing and storage equipment or technical error. In the event of loss, damage or destruction of my oocytes for any reason whatsoever including laboratory error or negligence, the total liability of either FAM and MFL for failure to meet any of its responsibilities under this Agreement shall not exceed the amount of laboratory and temporary storage fees theretofore charged and paid by me to MFL. I agree that any claims relating to or arising out of this Agreement will be brought in the state courts of Tennessee.
10. I hereby consent and agree that the employees of FAM and MFL, under the supervision of my physician at FAM and the Laboratory Director of MFL, shall have such authority and control over, and access to, my oocytes as may be necessary for the performance of their duties, relative to the freezing, custody and shipment of my oocytes. I understand and agree that the procedures established by FAM and MFL may be modified at their sole discretion to reflect changes in industry practice, laws, or regulations.
11. I acknowledge that I have been advised that FAM, MFL, RTL and Federal Tissue Banking Regulation require blood testing for certain transmissible diseases. I understand this information and have been given the opportunity to ask questions and receive adequate additional information to make an informed decision.

12. I hereby release FAM and MFL, its' agents, servants, or employees from any injury or damage, known or unknown, that might result should my frozen oocytes cease to be viable while in the custody of MFL, its agents, servants, or employees.
13. I further release FAM and MFL, its' agents, servants, or employees from all liabilities arising out of or attributable to any claim made on behalf of myself, my spouse (or partner) and any infant conceived with my oocyte, who is born with birth defects or diseases.
14. I agree that this Agreement shall terminate and FAM's and MFL's responsibilities hereunder shall end if:
 - a) In the event that I have no retrievable oocytes either prior to or following cryopreservation.
 - b) I fail to pay FAM and MFL for services provided.
 - c) Upon the transfer of all oocytes to RTL pursuant to paragraph 5 above.
15. 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, we 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 our 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, our data is de-identified (stripped of information that could potentially lead to revealing the subject of the information).
16. I acknowledge that I have fully reviewed and comprehend the contents of this Consent Form. The nature of oocyte cryopreservation has been explained to me, together with the known risks. I understand the explanation that has been given me and that there may be unknown risks. I have had the opportunity to ask any questions I might have and those questions have been answered to my satisfaction. I acknowledge that oocyte cryopreservation and/or storage is being performed at my request and with my consent. I acknowledge and affirm that I have given my consent and entered into this agreement without coercion or compulsion and of my own free will.

 Signature of Patient

 Signature of Patient's Parent, if applicable

 Name of Patient

 Name of Patient's Parent

 Date

 Date