

MEMPHIS FERTILITY LABORATORY, INC.

80 Humphreys Center, Suite 307

Memphis, Tennessee 38120

(901) 747-2229

REQUEST FOR EXTENSION OF STORAGE OF CRYOPRESERVED EMBRYO(S)

1. We (*name of Patient and Partner*), _____, the undersigned, are intimate life partners and have previously consented to have embryo(s) cryopreserved and stored at Memphis Fertility Laboratory, Inc. (MFL).
2. We understand that the storage agreement will expire on _____, the anniversary date of cryopreservation, at which point all embryo(s) will be handled according to our previously designated instructions. I hereby request that storage for all cryopreserved embryo(s) be extended for an additional one year period to expire again on the anniversary date of cryopreservation.
3. We understand that we must re-elect one of the options below for designation of stored embryo(s) prior to extension of storage. If I do not execute another Request for Extension of Storage form prior to the expiration of the ensuing one year period or do not thaw and use all stored embryo(s) for fertility treatments before the one year storage period has expired, then we hereby authorize and direct that the action marked below be taken, and we hereby consent thereto (*initial next to your choice*):
 - _____ a) donate our embryo(s) to another infertile couple. We acknowledge and agree that the prerequisite for donation of our embryos will be to have our surplus, viable embryo(s) cryopreserved and to execute this Cryopreservation and Storage Agreement herein. Furthermore, in order to satisfy federal regulations safeguarding the safety of donated human tissue, we acknowledge that additional blood testing of Patient and Partner will likely be required at or sometime after the time of cryopreservation at our cost. Neither MFL nor FAM can guarantee that our stored embryo(s) will be accepted for donation. If our embryos are not selected by a recipient couple within four years of donation, they will be destroyed.
 - _____ b) donate the embryo(s) for research. Any research performed shall be conducted pursuant to applicable federal and state guidelines. Research on embryo(s) will not be continued beyond the 14th day of development and will not be transferred to attempt pregnancy. This disposition releases any or all rights we may have in the cryopreserved embryos and any cell lines, intellectual property, or royalties that may be derived from such work. If state or federal guidelines prohibit such research or if remaining embryos are unused, all embryos may be thawed and destroyed.
 - _____ c) thaw and destroy all stored embryo(s). This disposition directs MFL to dispose of all embryos in a manner consistent with any federal or state law two years from the date of cryopreservation.
4. We have been informed that the option of future donation of our embryos to another infertile couple is possible. We acknowledge and agree that the prerequisite for donation of our embryos will be to execute this Request for Extension of Storage form. We understand that embryo donation will require a separate application and consent process as well as additional testing of patient and partner and that we must apply

before our one-year extension of storage period has expired. Neither MFL nor FAM can guarantee that our stored embryo(s) will be accepted for donation.

- 5. Before the one year storage period has expired, we may request an extension of embryo(s) storage for any remaining stored embryo(s). The extension will allow embryo storage for another year as well as any change in embryo designation. A completed Request for Extension of Storage form must be signed by us and must be accompanied by the annual storage fee. The Request for Extension of Storage form must be returned on or before the expiration of the current one year storage period. *We understand and acknowledge that it is our responsibility to monitor the storage period and we understand that this consent form will constitute the only notification that we will receive regarding expiration of storage.*
- 6. Our embryo(s) may be shipped to another laboratory with the necessary facilities for its continued storage, either by our own request or if MFL were to cease operations. We acknowledge that we will be responsible for all charges required to maintain embryo viability during and after shipment. Failure to maintain fees at new facility will be considered abandonment and will result in the **disposal** of remaining embryo(s).
- 7. We understand that the long term safety or viability of cryopreserved embryo(s) is unknown. It has been strongly recommended to us that stored embryo(s) be thawed and used for fertility treatments within 5 years of cryopreservation.
- 8. We understand it is our responsibility that MFL be supplied with any change in mailing address. Our current contact information is:

(street) _____

(city, state, zip) _____

(best phone numbers) _____

(email) _____

- 9. We understand that the payment of the annual storage fee must accompany this request for extension of storage.

Signature of Patient

Signature of Partner

Print Patient's name

Print Partner's name

Date

Date

KUTTEH KE FERTILITY ASSOCIATES OF MEMPHIS, PLLC

AND

MEMPHIS FERTILITY LABORATORY, INC.

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

INFORMED CONSENT TO DONATE EMBRYOS AND WAIVER OF LIABILITY

1. We, the undersigned patient and partner (collectively referred to as "we," "us," "our" and/or "donating couple"), understand that the purpose of this Informed Consent to Donate Embryos and Waiver of Liability ("Informed Consent") is to donate our cryopreserved embryos for the purpose of assisting another couple (the "Recipient Couple") in achieving a pregnancy. We do hereby consent to donating our cryopreserved embryos to another couple for embryo transfer (ET) to assist another couple achieve pregnancy as provided for in this Informed Consent. Donation of our embryos will provide an opportunity for pregnancy for a couple(s) who could not otherwise conceive or, because of the risks of transmitting a genetic disorder, wishes not to conceive their own genetic child.
2. We understand and acknowledge that Kutteh Ke Fertility Associates of Memphis, PLLC ("FAM") is a medical practice specializing in reproductive endocrinology and will be managing our embryo donation. Memphis Fertility Laboratory, Inc. ("MFL") is an independent laboratory responsible for maintaining our cryopreserved embryos after donation as well as the proper thawing and culture of the donated embryos for embryo transfer.
3. We understand that the Recipient Couple is in an intimate relationship. The Recipient Couple has requested embryos from another couple to use for ET and will be the intended parents of any child(ren) delivered through this procedure.
4. We understand and agree that we will be required to have tests performed to ensure we have not contracted certain infections that could potentially be present in our embryos. Additionally, we will both provide a detailed family medical history. The evaluation will enable FAM to make an optimal recipient/donor match. We represent and warrant that, to the best of our knowledge and belief, all medical information we provide to FAM will be true, correct, and complete. We further represent and warrant that we were in an intimate relationship when our embryos were cryopreserved.
5. We understand our embryos will remain in cryostorage until a suitable Recipient Couple is found. If our cryopresevered embryos are not matched with a Recipient Couple, FAM and MFL, in their sole discretion, is authorized to thaw and dispose of the embryos in any manner deemed appropriate in the sole discretion of FAM and MFL as the case may be.
6. We understand and agree that by executing this Informed Consent below, we release, relinquish, surrender and waive any and all rights we might otherwise have with regard to our embryos. We understand and agree that the physician in charge at FAM shall have the sole and exclusive right to possession of the embryos and will have final determination of choosing the Recipient Couple. The decision of the physician in charge at FAM will supersede all other prior arrangements.

7. **We hereby irrevocably release, relinquish, surrender and waive any and all right, title, and interest to the embryo(s) and any and all parental right we might otherwise have in regard to any child(ren) born to the recipient couple that may result from the transfer and implantation of the embryo(s). We agree and acknowledge that, at the moment of embryo transfer to the recipient patient and at all times thereafter, full parental rights will be vested in the intended parents, the recipient couple. We hereby agree, acknowledge and consent that any and all child(ren) resulting from the embryo transfer shall be the legal child(ren) of the recipient couple for all intents and purposes. Furthermore, we irrevocable relinquish and waive any and all right to custody, visitation or any other right incident to parenthood. We agree and acknowledge that we will not be entitled to know the identity of the recipient couple or of their child(ren), absent their consent.** FAM shall have no obligation to seek or request any such consent from the Recipient Couple. We further agree to execute any other or further documentation and grant any other or further consents to the extent that they are necessary or advisable in the future in order to effect the purpose of this Informed Consent that such child(ren) be deemed the child(ren) of the Recipient Couple under the law whether by statute, presumption, adoption, legitimation or such other methods that may be or may become available.
8. We understand and acknowledge that the genetic makeup of any child(ren) conceived as a result of our donated embryos will be attributable to us. It is possible, though unintended and unanticipated, that we may incur legal responsibilities which are as yet unforeseeable due to the lack of legal precedent. This may include, but is not limited to, the establishment of legal parentage, child support or custody obligations.
9. We understand that donation of our embryos is intended to be anonymous. FAM and MFL **will not** voluntarily disclose the identities of the Recipient Couple or any child(ren) born to the Recipient Couple as a result of our embryo donation. Conversely, we understand that FAM and MFL **will not** voluntarily disclose our identity to the Recipient Couple or any child(ren) born to the Recipient Couple as a result of our embryo donation. It is possible, however, that FAM or MFL could be compelled, through legal process to disclose our identity and we understand and acknowledge that absolute anonymity cannot be guaranteed. We agree that we will make no attempt to obtain the identity of the intended parents. We also understand that we will not be informed of pregnancy or childbirth as a result of our embryo donation, and we agree to make no attempt to obtain the identity of any such child(ren).
10. We understand and acknowledge that FAM and MFL have no responsibility for any psychological, social, medical, or economic consequences which may occur secondary to the identification of any medical condition from FAM's evaluation of us.
11. The Centers for Disease Control (CDC) is a "public health authority" and is authorized by law [PL 102-493 (H R 47730)] 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 donated embryos to the CDC. For such activities, our data is de-identified (stripped of information that could potentially lead to revealing the subject of the information).
12. We understand that the results of our medical tests and other protected health information will be revealed to us but are otherwise subject to the Privacy Notice of FAM created in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH Act). Neither FAM nor MFL will disclose our protected health information to the Recipient Couple(s). We understand and acknowledge that, in extraordinary and unforeseen circumstances and with our consent, FAM or MFL may provide only our pertinent genetic and medical information to medical providers of a child conceived through our embryo donation, to allow for optimal medical treatment of that child. This information will not include our personal identity unless otherwise required by law. In addition, we agree that specific medical details may be revealed in medical and scientific publications as long as our identity is concealed.
13. We understand that psychological counseling is recommended by some authorities prior to embryo donation. We further acknowledge and agree that we have had the opportunity to obtain such counseling, and that we will inform our physician if we desire such counseling at our expense. We further acknowledge that there may

be unknown psychological risks both to us and to our children in connection with the procedures contemplated herein, and we agree to assume those risks.

14. **We irrevocably release, relinquish, surrender and waive any and all rights, claims or causes of action of any kind, whether known or unknown and whether now existing or occurring in the future over and against FAM and MFL, its physicians and staff, and agree to protect, defend, hold harmless and indemnify such parties from and against any and all expenses, claims, actions, liabilities, attorney's fees, damages, losses, penalties, fines and interest of any kind whatsoever (including, without limitation, death of or injury to persons or embryos and damage to property) actually or allegedly resulting from or connected with the embryos, the donation of the embryos, the cryostorage of the embryos or any other matters contemplated in this Informed Consent.**
15. We acknowledge that we have fully reviewed and comprehend the contents of this Consent Form. The nature of embryo donation has been explained to us, together with known risks. We acknowledge that we have been provided information on the procedures for collection, storage and use of the embryo(s) and the risks of any drugs, surgical procedures and/or anesthesia administered. We understand those risks. We have had the opportunity to ask any questions and those questions have been answered to our satisfaction. We acknowledge that embryo donation is being performed at our request and with our consent. 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 embryo donation. 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 Female Patient

Print Partner's name

Date

Date

I have personally verified the identities of the above signatures.

Notary Public

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FINAL DIRECTIVE TO DESTROY EMBRYOS

We (*name of patient and partner if applicable*), _____,
the undersigned have cryopreserved (frozen) embryo(s) stored with Memphis Fertility Laboratory, Inc.
(MFL)

We hereby direct MFL to **immediately destroy and dispose all** of our cryopreserved embryo(s) in a
manner consistent with any federal or state law.

We each acknowledge and affirm that we have given our consent without coercion or compulsion and of
our own free will.

We hereby release MFL and its employees from any and all liability, obligations, or responsibility
whatsoever with respect to the cryopreservation and storage of such embryo(s). We understand that this
direction supersedes any and all prior agreements relating to such embryo(s).

Signature of Patient

Signature of Partner, if applicable

Print Patient's Name

Print Partner's Name

Date

Date

Notary Public

Date