

CONSENT FORM TO USE DONOR SPERM

Frozen donor sperm can be used as the sperm source for intrauterine insemination (IUI) and in vitro fertilization (IVF). The source of the donated sperm can be from a known donor or an anonymous donor through a sperm bank. The purpose of this treatment is to help establish a pregnancy.

Sperm is frozen by exposing it to cryoprotectant solutions (a special medium for freezing), placed in storage straws, which are cooled to subzero temperatures and then stored in liquid nitrogen. At a later date, the frozen sperm can be thawed and the cryoprotectant removed from the sperm to return them to their original state. Although uncommon, it is possible that sperm will not survive the freeze and thawing process.

I/We understand that there is no guarantee that this treatment will result in a pregnancy. Most infants that have been born using donor sperm are normal. The rate of congenital abnormalities (birth defects) in the general population is 2-3% and the rate is not likely to be different in babies conceived following this treatment. It is important to be aware that genetic abnormalities, structural abnormalities, intellectual disabilities and other abnormalities may occur following this treatment as can occur in pregnancies conceived naturally. I/We understand and agree that Boston IVF, and their directors, agents or employees, are not responsible for the physical or mental characteristics of any child or children who are conceived following the use of donor sperm. I/We hereby agree to assume the risks which are present of bearing a child with intellectual and developmental disabilities. I/We have elected to pursue this treatment voluntarily and have been given the opportunity to pursue other options.

Legal Issues Concerning the Use of Donor Sperm

I/We understand and acknowledge that Boston IVF has not and is not giving us legal advice. If you have any questions or concerns about the following it is recommended that you consult with a lawyer.

I/We understand that the State law regarding use of donor gametes and the parentage of a child conceived with donor gametes may not be completely settled. There are laws which may or may not apply to our situation, including (among possibly others) an equal rights law, a law on determining maternity out-of-wedlock, and law that recognizes same-sex marriage. I/We acknowledge that the State law is not clear, and may not be settled, regarding use of donor sperm for individuals or couples who are not legally married.

I/We understand that Boston IVF recommends a legal consultation and agreement prior to proceeding with sperm donation treatment. The purpose is to allow us to consult with legal counsel experienced in the legal aspects of third-party or collaborative reproduction, to answer any questions and to advise as to our respective rights, obligations, and risks, and what steps may be taken to help ensure any resulting child's legal status. I/We acknowledge that Boston IVF is not in a position to give us legal advice and has not done so.

I/We agree that such child or children conceived and born shall be our legitimate child and agree (jointly and separately) to assume the entire responsibility of any child born. I/We agree to assume all financial support, care, custody or living expenses, health, welfare, and education of the resultant child or children born.

Genetic Carrier Screening

Genetic carrier screening is routinely performed on sperm donors to see if they are carriers of certain genetic conditions that could be passed on to a child. You are not at increased risk of having a child with one of those conditions unless both you and your sperm donor carry a mutation for the same condition – this is called a “recessive” genetic mutation. The extent of the testing of sperm donors can vary. Some genetic panels screen for hundreds of disorders; however, they are unable to screen for all genetic disorders. Before you purchase sperm from a particular donor it is very important that you inquire and ask to get a copy of the genetic testing that was performed on the donor and review it with your doctor’s team.

If the donor is a carrier of a condition, then you should be screened for that same condition. If you screen positive for the condition, then you **cannot** use that sperm donor and you must choose another sperm donor. If you screen negative for the condition, then you are free to use that sperm donor. If you screen negative there is still a small chance you could still have a mutation that is not picked up with the testing and there would be a chance of having an affected child (this rarely occurs).

Another situation is where you have had genetic testing and found to be a carrier of a condition, but the donor you have selected has not and cannot be screened for that condition. In this situation you must select another sperm donor that has tested negative for the condition. Alternatively, you can arrange a consultation with a genetic counselor and find out the chance the donor is a carrier thereby allowing you to determine the probability of having a child with the disorder.

I/We understand there is still a residual genetic risk to an offspring when the donor is a carrier of a condition and the woman is not, and vice versa the woman is a carrier of a condition and the sperm donor is not. Finally, there is a genetic risk in the situation when the woman is a carrier of a condition and the donor cannot be tested for that condition. I/We have been given the opportunity to review our genetic risk with a genetic counselor. I/We hereby release Boston IVF and its current and former officers, directors, employees, attorneys, insurers, agents and representatives of any liability or responsibility whatsoever for any and all outcomes, whether currently known, suspected, unknown or unsuspected, arising from genetic issues affecting an offspring when using donor sperm.

CYTOMEGALOVIRUS (CMV)

Cytomegalovirus (CMV) is a common herpes virus, which also includes the herpes simplex viruses and the viruses that cause chickenpox (varicella-zoster virus). These viruses can be transmitted to a developing fetus before birth. Most infections with CMV are asymptomatic, meaning most people who are infected with CMV have no signs or symptoms. However, individuals with prior CMV infections will have CMV antibodies in their system that can be detected by a blood test. If a patient has never been exposed to the CMV virus (and does not have antibodies to the virus), but then becomes infected with CMV during pregnancy, the child is at risk for developing severe medical problems including, but not limited to, hearing and/or vision loss, intellectual and developmental disabilities, coordination issues and/or muscle weakness. In addition to affecting the fetus, CMV may cause fever, fatigue, swollen lymph nodes and swollen spleen or liver in the pregnant patient.

If testing shows that I am negative for Cytomegalovirus (CMV) antibodies I understand that, if exposed to CMV in pregnancy from any source, I am at risk of illness and complications as described above similar to any non-immune person regardless of how I conceive. I also understand that the fetus is at risk of complications listed above.

Because using donor sperm is part of my upcoming fertility treatment plan, I have been advised by my physician that if I show no prior infection with CMV, then I should choose a sperm donor who is also negative for CMV antibodies due to the potential risk of CMV transmission by the donor sperm.

Storage of Donor Sperm

Frozen donor sperm samples can be stored at Boston IVF for future use. As with any technique involving specialized equipment, technical problems and failure may occur. Boston IVF, its directors and employees shall not be held liable for any damage, loss or problems due to improper freezing, maintenance, storage, withdrawal, thawing and/or delivery caused by human error, malfunction of the storage tank, failure of utilities, strike by workers, cessation of services or other labor disturbances, any war, acts of public enemy or other disturbances such as fire, wind, earthquake, flooding or other acts of God. Boston IVF provides no insurance coverage, compensation plan or free medical care to compensate any person if frozen sperm samples are harmed in any way by the cryopreservation or storage procedure.

I/We understand that we will be required to pay for sperm storage if storage exceeds 90 days. Additionally, I/we understand that we will be billed for continued storage of our samples. I/We understand that the fee may be increased. If there is failure to make payments for one year of sperm storage, after proper notification, I/we understand that Boston IVF reserves the right to thaw and discard the sperm.

I/We understand that it is our responsibility to notify Boston IVF of any change in our address or telephone number, and to provide any further information that Boston IVF may require to discharge its obligations under this agreement.

I/We understand that our frozen sperm samples will be considered to be abandoned if more than one year has passed since I/we have been in contact with Boston IVF and, despite diligent efforts, Boston IVF is unable to contact us at our last known address. If the frozen sperm samples are considered to be abandoned, then Boston IVF reserves the right to remove the frozen sperm samples from storage and discard them. In the event of our death we understand that the sperm samples will be thawed and discarded.

If Boston IVF ceases to exist, we will receive proper notice so that we can make arrangements to have the frozen sperm samples discarded or transferred to another center for continued storage. If upon receipt of such notice, I/we fail to make arrangements for the discarding or transfer of the frozen sperm, I/we understand that Boston IVF reserves the right to remove the sperm from storage and discard the sperm samples.

ACKNOWLEDGEMENT OF INFORMED CONSENT AND AUTHORIZATION

I/We acknowledge that we have read and fully understand this written material. I/We have been given the opportunity to ask questions and all of our questions concerning the procedure have been fully answered to our satisfaction.

I/We have had the opportunity to undergo psychological, medical, genetic and legal counseling to our satisfaction concerning the use of donor sperm.

I/We have also been given the opportunity to select a sperm donor that meets with our satisfaction. I/We understand that it is our responsibility to purchase the donor sperm samples and arrange for their transport to Boston IVF. If we are undergoing anonymous sperm donation we understand that the donor shall not be advised of our identity, nor shall I/we ever be advised of the identity of the donor.

I/We accept the responsibilities, conditions and risks involved as set out in this document and as explained to us by the staff of Boston IVF.

I/We consent to the use of donor sperm treatment. By signing this document, I/we acknowledge that I/we have had a thorough discussion with a Boston IVF physician and care team and all of our questions have been answered to our satisfaction. This discussion included information on the risks, benefits, side effects and complications of using donor sperm. **Furthermore, we acknowledge that the discussion with our Boston IVF physician and caregivers was in language that I/we could understand and that I/we have been provided sufficient information to allow us to make an informed decision whether or not to proceed with treatment.** The discussion with my/our Boston IVF physician and care team included alternatives to the use of donor sperm including the option of having no treatment.

By signing this document, I/we acknowledge that our Boston IVF physician and caregivers have obtained from me/us informed consent to proceed with treatment using donor sperm.

It is required that you have this document witnessed at Boston IVF, if unable because of distance the default is to have this document officially notarized.

Witness of Consent Form (if this form is completed no need to complete notarization form)

Patient Name (print) **Patient Signature** **Today's Date (MM/DD/YYYY)**

Date of Birth (MM/DD/YYYY)

PATIENT- TYPE OF PICTURE IDENTIFICATION: Driver's License Passport Other: _

ID NUMBER: _____ State/Country: _____ Expiration Date: _____
Date (MM/DD/YYYY)

Witness Name and Title (print) **Witness Signature** **Today's Date (MM/DD/YYYY)**

Partner Name (if applicable, print) **Partner Signature** **Today's Date (MM/DD/YYYY)**

Date of Birth (MM/DD/YYYY)

PARTNER - TYPE OF PICTURE IDENTIFICATION: Driver's License Passport Other: _____

ID NUMBER: _____ State/Country: _____ Expiration Date: _____
Date (MM/DD/YYYY)

Witness Name and Title (print) **Witness Signature** **Today's Date (MM/DD/YYYY)**

Physician Attestation

The above mentioned patient and partner (if applicable) have been informed and counseled by me and other team members regarding the risks and benefits of the relevant treatment options, including non-treatment. The patient and partner (if applicable) expressed understanding of the information presented during the discussion.

Physician Name (print)

Physician signature

Today's Date (MM/DD/YYYY)

Notarization Form (This form is only needed if not able to have witnessed at Boston IVF)

Patient Name (print) **Patient Signature** **Date of Birth (MM/DD/YYYY)**

State of: _____ County of: _____

On this _____ day of _____ 20____, before me, the undersigned notary public,
personally appeared _____, proved to me through
satisfactory evidence of identification, which were _____, to be the person
whose name is signed on the proceeding or attached document in my presence.

ID NUMBER: _____ Expiration Date: _____
(MM/DD/YYYY)

Today's Date (MM/DD/YYYY)

Notary Signature

Title
My appointment expires: _____
(MM/DD/YYYY)

Partner Name (if applicable, print) **Partner Signature** **Date of Birth (MM/DD/YYYY)**

State of: _____ County of: _____

On this _____ day of _____ 20____, before me, the undersigned notary public,
personally appeared _____, proved to me through
satisfactory evidence of identification, which were _____, to be the person
whose name is signed on the proceeding or attached document in my presence.

ID NUMBER: _____ Expiration Date: _____
(MM/DD/YYYY)

Today's Date (MM/DD/YYYY)

Notary Signature

Title
My appointment expires: _____ (MM/DD/YYYY)