

Consent to Receive and Store Cryopreserved Embryo(s), Patient/Partner

We, _____ (Patient), and _____ (Partner) have previously consented to cryopreservation (freezing) and storage of our embryo(s) for future use, at:

_____ (name of Facility)

_____ (street)

_____ (city, state, zip)

_____ (telephone and fax)

We acknowledge that I currently have _____ embryo(s) cryopreserved and stored with the embryology laboratory at Facility.

We consent to the transfer of all our cryopreserved embryo(s) from the Facility to the embryology laboratory at Regional One Health.

We acknowledge that events beyond Regional One Health’s control may occur during transport and agree that Regional One Health or UT Regional One Physicians, Inc. is not liable for any losses associated with the transport of our embryo(s).

We hereby consent and agree that the employees and agents of the embryology laboratory at Regional One Health, under the supervision of the Laboratory Director, shall have such authority and control over, and access to, our embryo(s) as may be necessary for the performance of their duties, relative to the storage, thawing, and custody of our embryo(s).

We understand that we may obtain our embryo(s) from the embryology laboratory at Regional One Health at any time upon fourteen (14) days’ advanced written notice, provided that all amounts due from us are paid in full, including any packing, shipping, or similar charges that may be incurred for transferring or transporting the embryo(s) to another location, as so directed by us.

We understand that the freezing of embryo(s) may decrease their implantation potential by adversely affecting the percentage of viable cells present after being thawed and that such risks are inherent in the freezing and storage process and are beyond the control of the embryology laboratory at Regional One Health. No representations have been made to us concerning the fertility or other condition of our embryo(s) deposited with the embryology laboratory at Regional One Health.

We understand that it is recommended that thawing and transfer occur within five (5) years from the date the embryo(s) are created. The embryo(s) will be kept in the Regional One Health laboratory for up to one (1) year after the embryo(s) are created.

If we still have stored embryo(s) remaining after the expiration of the one-year period, they will be shipped by Regional One Health to Fairfax Cryobank (or other cryopreservation storage facility chosen by us) provided that we have (i) signed a storage agreement with the cryopreservation storage facility; (ii) paid the applicable fee for storage to the cryopreservation storage facility; and (iii) Regional One Health has received notification of such from the cryopreservation storage facility. We understand it is our responsibility to maintain the storage agreement and pay the applicable fee to the cryopreservation storage facility.

We understand that we may choose an entity other than Fairfax Cryobank to provide cryopreservation storage. We further understand and agree that our protected health information (PHI) may be disclosed to the cryopreservation storage facility and we consent to such disclosure.

In the event we have not secured an external cryopreservation storage facility for the frozen embryo(s), within the one-year period, **we understand that the embryo(s) will be considered abandoned.** If our embryo(s) are determined to be abandoned by Regional One Health, we request that Regional One Health (both Patient and Partner initial beside their choice and cross out the other choices):

_____ a. all the embryo(s) shall be donated to the University of Tennessee Health Science Center (UTHSC) for research purposes. 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 and all rights we may have in the cryopreserved embryo(s) and any cell lines, intellectual property, or royalties that may be derived from such work. If state and federal guidelines prohibit such research or if remaining embryo(s) are unused, all embryo(s) may be thawed and destroyed.



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Affix Patient Label

Form No. ROH.554 (Created 5/15) *OB0481*
1 Copy - Medical Record 1 Copy - Patient 1 Copy - Partner



Patient’s Initials _____

Partner’s Initials _____

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_____ b. thaw and destroy all stored embryo(s). This disposition directs Regional One Health to dispose of all embryo(s) in a manner consistent with any federal and state law one (1) year from the date of cryopreservation.

If at any time during the one-year period **the Patient or the Partner dies**, the remaining partner shall provide Regional One Health with a certified copy of the death certificate, and at which time, the disposition of the frozen embryo(s) shall be as follow (both Patient and Partner initial beside their choice and cross out the other choices):

_____ a. thaw and destroy all stored embryo(s). This disposition directs Regional One Health to dispose of all embryos in a manner consistent with any federal and state law.

_____ b. remaining partner shall have sole custody of the embryo(s) and shall have the right to determine their disposition until his/her death.

_____ c. the remaining partner shall donate the embryo(s) to an Embryo Adoption program of his/her choice and will be responsible for any extra fees required to accomplish such a choice.

_____ d. all the embryo(s) shall be donated to the University of Tennessee Health Science Center (UTHSC) for research purposes. 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 and all rights we may have in the cryopreserved embryo(s) 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 embryo(s) are unused, all embryo(s) may be thawed and destroyed.

If at any time during the one-year period **both Patient and Partner die**, the disposition of the frozen embryo(s) shall be as follow (both Patient and Partner initial beside their choice and cross out the other choices):

_____ a. thaw and destroy all stored embryo(s). This disposition directs Regional One Health to dispose of all embryo(s) in a manner consistent with any federal or state law.

_____ b. all the embryo(s) shall be donated to the University of Tennessee Health Science Center (UTHSC) for research purposes. 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 and all rights we may have in the cryopreserved embryo(s) 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 embryo(s) are unused, all embryo(s) may be thawed and destroyed.

If at any time during the one-year period **Patient and Partner obtain a divorce**, we agree to provide a certified copy of the divorce decree to Regional One Health, at which time the frozen embryo(s) will be thawed and discarded unless both Patient and Partner and any and all new partner(s) of the Patient and Partner enter into a new agreement with Regional One Health as to the disposition of the embryo(s). Regional One Health and UT Regional One Physicians, Inc. make no representations concerning the validity, legality, or enforceability of any such agreement and expressly reserve the right to refuse to enter into any such agreement for any reason whatsoever. We understand that, in the absence of a renewed agreement, the embryo(s) cannot be used for any purpose after one (1) year from the date of freezing and that the embryo(s) must be thawed and discarded at the end of the said time period.

We understand and acknowledge that the physician and Regional One Health may, at their discretion, refuse to use or transfer frozen embryo(s) for any reason, and that their refusal to do so will not constitute a breach of any subject underlying agreement and/or this consent. In this event, we understand that we have the right to assume custody of the cryopreserved embryo(s) and assume full responsibility of their care.

We hereby release Regional One Health, UT Regional One Physicians, Inc., and their respective employees, agents, directors, officers, and contractors ("the Releasees") from any claim of injury or damage, known or unknown, that might result should our frozen embryo(s) cease to be viable while in the custody of the embryology laboratory at any of the Releasees.



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1 Copy - Medical Record 1 Copy - Patient 1 Copy - Partner



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Patient's Initials _____

Partner's Initials _____

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[Notary Page for: Consent to Receive and Store Cryopreserved Embryo(s), Patient/Partner

STATE of _____)
) :SS
COUNTY of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, referred to in this consent form as "Patient".

My commission expires: _____ .

Notary Public

STATE of _____)
) :SS
COUNTY of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, referred to in this consent form as "Partner".

My commission expires: _____ .

Notary Public



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Partner's Initials _____