

**Consent Form for Embryo Cryopreservation (Freezing) and Storage  
Palm Beach Center for Reproductive Medicine/Palmetto Fertility Center of South Florida**

We \_\_\_\_\_, the Female Partner, and \_\_\_\_\_, the Male Partner, together the commissioning couple, understand that this consent gives Scott Roseff M.D. and /or Michael Graubert, M.D., and the embryology team at the Palmetto Fertility Center of South Florida, Inc. (Palmetto Fertility Center), permission to cryopreserve (freeze and store) any embryos which are not transferred into the uterus during the original assisted reproduction cycle. We understand that only those embryos with quality adequate to survive the cryopreservation process will be cryopreserved.

**Indications and extent of treatment:** Embryos are the result of eggs and sperm being placed together and allowed to fertilize. A certain number of these embryos will be replaced into the body during the current IVF cycle. The Palm Beach Center for Reproductive Medicine/Palmetto Fertility Center will advise us as to the number of high quality embryos (usually 2-4) to be replaced. If more embryos were replaced, the risk of multiple pregnancy and its associated adverse effects on pregnancy would be excessive. Embryo freezing makes it possible to preserve excess embryos for replacement in a subsequent cycle. In rare cases, embryo freezing allows postponing embryo replacement when unexpected medical conditions make immediate transfer inadvisable.

**Risks of this procedure:** We understand the possibility that after growth in the laboratory, some of the embryos may not reach the stage of development where they can be cryopreserved. Some of the embryos which are cryopreserved may not resume normal growth when they are thawed; they may not successfully implant when they are replaced into the uterine cavity. The freezing and thawing processes themselves may result in destruction of the embryo(s) (less than 20% of the time). However, even with partial damage, embryos may be viable and transferred back into the womb if the damage is not too great. To date, there has been no increased rate of abnormalities noted in babies born from frozen/thawed embryos in comparison to those conceived naturally. However, there are insufficient numbers born from frozen embryos to be absolutely certain of no harmful effects. There can be no guarantee as to the normality of any pregnancy that develops following the transfer of cryopreserved embryos. The length of time that an embryo can be safely stored is unknown. Other risks include potential legal questions from the unknown status of the embryo. Questions as to who has the legal right to make decisions about the embryo have not been completely resolved.

Other rare risks include technical or equipment failure with loss of stored embryos. The embryos shall be stored in special containers in nitrogen gas, frozen to liquid form. The straws, ampules, and containers which house the embryos may ultimately fail to function correctly at these low temperatures because of structural, mechanical or electrical failure. We understand that such failure may happen despite extensive supervision and maintenance by the laboratory staff.

**Release of liability:** We understand that Palm Beach Center for Reproductive Medicine/Palmetto Fertility Center is not responsible for any loss, damage, destruction, or disappearance of embryos due to laboratory or equipment accidents, human error, fire, theft, or local and natural disasters. We hereby release Palm Beach Center for Reproductive Medicine/Palmetto Fertility Center and its employees and/or agents from any and all liability in the event of the loss, damage or destruction of embryos.

**Disposition of the embryos:** We understand that the embryos will be returned to the Female Partner's body at the earliest agreed upon time that is medically safe and appropriate if no pregnancy occurred with the fresh embryos. We agree that any resulting cryopreserved embryos are the joint property of both the Male and the Female Partner in the commissioning couple, as signed below. No use can be made of these embryos without our consent. We understand that the embryos will be stored at the Palmetto Fertility Center of South Florida for a maximum of three years or to the age of 50 years in the Female Partner, whichever comes first. After this date, they will be transferred to another long-term storage facility, discarded, or donated as per our written request. If we, the commissioning couple, do not agree in writing to donation or other disposition of

Initials: \_\_\_\_\_ Female Partner \_\_\_\_\_ Male Partner

these embryos after the said date, we understand the embryos will be discarded. If the embryos are transferred to another facility, we understand the Palm Beach Center for Reproductive Medicine/Palmetto Fertility Center will not be responsible for the embryos. Before the above said date, we understand that we may change the disposition of the embryos based on a request in writing. Since this is a rapidly evolving field both medically and legally, one cannot be certain what the available or acceptable avenues of disposition will be at that time. However, at present, the alternatives are: discarding the embryos, donation to another needy couple, or donation for research purposes. In any event, it is understood that Palm Beach Center for Reproductive Medicine/Palmetto Fertility Center and its staff, as well as their partners must abide by any applicable federal, state, or local laws or regulations as they apply now and in the future.

We agree to notify Palm Beach Center for Reproductive Medicine/Palmetto Fertility Center in writing of any and all changes in address and phone number and to contact Palm Beach Center for Reproductive Medicine/Palmetto Fertility Center should new information about our health become known. We will also inform Palm Beach Center for Reproductive Medicine/Palmetto Fertility Center in writing of any changes in our wishes for the disposition of the embryos, changes in our marital status, or if one of us should die. Furthermore, we understand that no embryos will be replaced in the Female Partner if contraindicated for medical reasons as determined by your physician at Palm Beach Center for Reproductive Medicine/Palmetto Fertility Center. This may include severe mental impairment, menopause, age greater than 50 years in the Female Partner, potential for child abuse, or any event or observation to suggest that the embryos may no longer be healthy.

We understand that in the event we separate and/or divorce, any remaining eggs or sperm will be the sole property and under the control of the person who provided the eggs or sperm and that person will be responsible for payment of the annual storage fee. The remaining embryos are the joint property of both partners. In the event we cannot agree as to which partner will have control over any remaining embryos, Palmetto Fertility Center will store the embryos until such time as a court of competent jurisdiction determines which party will have control of the embryos, provided that we pay the annual storage fee. In the event neither spouse pays the annual storage fee within 30 days of the invoice's date of mailing, Palmetto Fertility Center may dispose of the eggs, sperm, or embryos. Under no circumstances will Palmetto Fertility Center store the embryos over three years or over the age of 50 years in the female, whichever comes first.

We understand that in the event we decide, for any reason, not to complete the treatment, we will notify Palm Beach Center for Reproductive Medicine/Palmetto Fertility Center, in writing, whether we wish to store or dispose of the sperm, eggs or embryos. In the event we discontinue treatment and fail to notify Palm Beach Center for Reproductive Medicine/Palmetto Fertility Center in writing of our wishes with regards to the storage or disposition of any eggs, sperm or embryos which Palmetto Fertility Center may have in its possession, and if Palmetto Fertility Center is unable, after all reasonable attempts such as mailing notices to the last address of record and telephoning the last telephone number of record, to contact either partner, Palmetto Fertility Center may dispose of them as it sees fit.

We understand that in the event of the death of one of the partners, the surviving partner shall have control over any remaining eggs, sperm, or embryos and shall be responsible for the payment of the annual storage fee. Upon the death of the surviving partner or both partners together, Palmetto Fertility Center shall have all ownership rights to the embryos. We understand that in the event of both our deaths, we understand that our embryos will be discarded.

We understand that Palmetto Fertility Center is entitled to dispose of the eggs, sperm, or embryos which it may have in its possession for storage and safekeeping in the event of non-payment of the annual storage fee within 30 days of the invoice's date of mailing in the event Palmetto Fertility Center is unable, after all reasonable attempts such as mailing notices to the last address of record and telephoning the last telephone number of record, to contact either partner.

Initials: \_\_\_\_\_ Female Partner \_\_\_\_\_ Male Partner

**Alternative procedures:** We understand the only alternatives to freezing excess embryos are discarding the embryos. We can speak with our doctor about the options for embryo sharing or donation.

**Financial:** We understand that insurance coverage for any or all of the above treatment may not be available and that we will be personally responsible for the expenses of this treatment. The expenses may consist of laboratory charges and physician professional fees. We understand that a yearly storage fee shall be charged starting 12 months after the procedure date. We understand that non-payment of the annual storage fee will result in the discarding of our embryos.

**Confidentiality:** Any information obtained during this procedure and identified with us will remain confidential and will be disclosed only with our permission.

**The IVF and ICSI consent forms are not altered by this document. Our decision to cryopreserve embryos does not preclude our ability to complete any other component of an IVF cycle.**

*We certify by our initials on the previous pages and by our signatures that we have read and fully understand the Embryo Cryopreservation consent and the procedure(s) initialed above. We certify that the risks and alternatives to the procedures were fully explained to us. We recognize that we are free to ask questions, our participation is voluntary, and that we may withdraw until the time of actual embryo freezing. We hereby agree to participate in the Embryo Cryopreservation procedure subject to the following limitations and conditions:*

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Female Partner's Signature \_\_\_\_\_ Date \_\_\_\_\_

Male Partner's Signature \_\_\_\_\_ Date \_\_\_\_\_

Witness's Signature \_\_\_\_\_ Date \_\_\_\_\_