

CENTER FOR REPRODUCTIVE BIOLOGY OF INDIANA, LLC
At Methodist Medical Plaza North
201 Pennsylvania Pkwy #205, Indianapolis IN 46280

INFORMED CONSENT FOR EMBRYO DONATION

We, _____ (name of female) and _____ (name of partner) state that, through previous in vitro fertilization procedures, embryos have been created that are the product of fertilization of the female's oocytes (eggs) using the partner's sperm. We recognize that these embryos contain our genes or genetic material and that any child(ren) born as a result of the use of these embryos to create a pregnancy may bear our genetic traits or characteristics.

In the event that the embryos were created by the use, in whole or in part, of gametes (oocytes or sperm) obtained from donors, and over which we have all rights to custody, title and control, we nonetheless wish to donate the embryos. We understand that we will be giving up all rights to custody or control of the embryos to the same extent as if the embryos had been created using our gametes. We hereby declare that we have all rights to custody and control of the embryos necessary to donate them pursuant to the terms and conditions of this Informed Consent.

In full recognition of the foregoing, we hereby consent to the donation of certain of these embryos pursuant to the following terms, conditions and understandings:

1. Performance of the Procedure

We hereby authorize Dr. _____ (hereinafter "Physician"), as well as any and all of his assistants, associates or employees, acting at his direction or under his supervision, as appropriate, to take full custody of the embryos released pursuant to the attached "Authorization for Release of Embryos" for the purpose of transferring them back into the uterus of a Recipient. These embryos are presently stored by and at the following facility:

Facility Name: _____

Address: _____

Telephone: () _____

Physician Name: _____

The embryos, if not stored at the Center for Reproductive Biology of Indiana ("CRBI"), shall be delivered to CRBI where they will be stored until such time as they are transferred into the uterus of Recipient or otherwise disposed of.

Once the embryos, if not stored at CRBI, are delivered to CRBI, or, if stored at CRBI, upon signing this Informed Consent, they shall be considered to sole property of Recipient (and Recipient's partner, where appropriate, hereafter "Recipient Couple"), who shall have exclusive custody, right, title and control over their ultimate disposition. However, if the Recipient or the Recipient Couple decides not to undergo procedures involving the use of all of the embryos, and some or all of the embryos remain, we acknowledge that the future disposition of these embryos will be determined by the Recipient or the Recipient Couple to whom they have been donated.

By signing this Informed Consent, we hereby waive all of our rights to object to the use of the embryos in the procedure that is the subject of this Informed Consent. Additionally, we hereby waive all other rights to the custody and control of the embryos, except for any directions specifically indicated above. Such waiver shall be effective as of the date we sign this Informed Consent.

2. Release of Medical Information

We hereby authorize the facility at which the embryos are stored to release to CRBI any and all medical information or records that it may have that may be relevant to the use of the embryos in creating a pregnancy in a Recipient. Such information shall include, but not be limited to, medical, genetic or family histories; results of medical screening procedures or tests; reports of physical examinations; and results of laboratory tests or procedures. Such information shall include any and all information relating to sexually transmissible or venereal diseases, or history of or treatment for substance abuse. By signing above, we each authorize the release of the medical information relating to each of us.

3. Risks of the Procedure

We understand and recognize that, if the embryos are stored at a different facility, shipping the embryos to CRBI is not without risk. There is a possibility that the embryos could be damaged, injured or destroyed during packing, shipping, transit or receipt and that they may be rendered non-viable as a result of such damage or injury. There is also a risk that the embryos will not survive the thawing process following receipt by CRBI. We acknowledge and accept these risks.

We understand that Recipient may become pregnant and may deliver a child as a result of this procedure. We further understand that we are waiving all, and will retain no, parental rights, including, but not limited to, rights to visitation or custody, with regard to any child born as a result of this procedure or subsequent procedures involving the embryos. By signing this Informed Consent, we acknowledge and admit that Recipient or Recipient Couple will be the natural and legal parent(s) of, and that they shall have full right to raise as her or their own, any child born as a result of this procedure or subsequent procedures involving the embryos.

We understand that embryo donation is an area for which there is little legal precedent. We acknowledge that we have been advised to consult with an attorney to clarify any legal questions that we may have regarding embryo donation.

4. Confidentiality

We recognize, acknowledge and admit that the Recipient or Recipient Couple’s identities will not be made known to us, nor will we be informed of the use of the embryos in a transfer procedure, whether a pregnancy or pregnancies was or were generated by the use of the embryos, or whether any child was born as a result of the use of the embryos. Similarly, we understand that our identities will not be made known to the Recipient or Recipient Couple.

In the event that we have directed that our embryos be donated to a Recipient or Recipient Couple of our choosing, and who are aware that we are donating said embryos, the preceding paragraph shall not apply.

Notwithstanding the foregoing, and regardless of the circumstances surrounding the donation (whether directed or anonymous), if the embryos were created by the use of gametes obtained from either of us, the Recipient or Recipient Couple may be informed of: our medical histories (including available genetic history, blood type, Rh factor); our races, eye and hair colors; ages, heights and weights; educational attainments and talents; religious backgrounds; and other information as we may wish to be made available to the Recipient or Recipient Couple. In the event that the embryos were created by the use of donated gametes, the foregoing information on the donor(s) may be released to the Recipient Couple, but such information will only be released regarding either of us if our gametes were used in the production of the embryos.

5. Financial Responsibility

We acknowledge and agree that the Recipient or Recipient Couple is under no legal obligation to reimburse or compensate us, in any way, for the embryos that we are donating for use in this procedure or subsequent procedures involving the embryos. If the embryos are stored at CRBI at this time, we will be obligated to pay for all costs of storage up to and including the date on which this Informed Consent is signed. We understand that, if stored at a different facility, we will be obligated to pay storage costs up to and including the date of release, but that the Recipient or Recipient Couple will bear all expenses associated with transporting the embryos or storing the embryos, once they are received at CRBI.

6. Directed Donation

We are assigning authority for future disposition of the existing embryos to the individual (s) identified below:

_____ and/or _____
Name Printed Name Printed

Address: _____

INFORMED CONSENT FOR EMBRYO DONATION

Witness by Notary Public

(Name of Female)

(Name of Partner)

State or Province of _____

County of _____

I certify that I know or have satisfactory evidence that

_____ *and* _____
are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Date: _____

(Signature of Notary Public)

(Title)

My appointment expires: _____

Residing in: _____
(county)

**Center for Reproductive Biology
at Methodist Medical Plaza North**

AUTHORIZATION FOR RELEASE OF EMBRYOS

We, _____ (name of female) and _____ (name of partner) state that, through previous in vitro fertilization procedures, certain embryos or embryos have been created that are the product of fertilization of female's oocytes (eggs) using partner's sperm, or may be the product of fertilization by the use of donated gametes. These embryos are presently stored by and at:

Facility Name: _____

Address: _____

Telephone: (____) _____

Physician Name: _____

Identification No. (if applicable) _____

We hereby authorize and direct the above facility to release _____ (if less than all of the embryos are directed to be released, the storing facility may choose the number to release) of these embryos and to deliver them to the facility listed below:

Center for Reproductive Biology of Indiana
Methodist Medical Plaza North
151 Pennsylvania Parkway
Indianapolis, Indiana 46280

We understand that we will be legally obligated to pay for all costs associated with the storage of these embryos until the date of their release. A photocopy of this Authorization shall have the same effect as the original. We further authorize the release of any and all medical information or records that it may have that may be relevant to the use of the embryos in creating a pregnancy in a Recipient, including, but not limited to, medical, genetic or family histories; results of medical screening procedures or tests; reports of physical examinations; and results of laboratory tests or procedures. Such information shall include any and all information relating to sexually transmissible or venereal diseases, or history of or treatment for substance abuse or chemical dependency.

Date

Signature of Female

Witness' Signature

Signature of Partner

Witness' Signature

A copy of this form will have the same legal effect as the original