

**AGREEMENT FOR STORAGE AND DISPOSITION
OF CRYOPRESERVED SEMEN**

CENTER FOR REPRODUCTIVE BIOLOGY OF INDIANA, LLC.

located at Methodist Medical Plaza North

201 Pennsylvania Parkway – Suite 205, Indianapolis IN 46280

(317) 817-1147

THIS AGREEMENT, entered into this _____ day of _____, 200__ (the “Effective Date”) by the Center for Reproductive Biology of Indiana, LLC. (CRBI), an Indiana corporation in Indianapolis, Indiana (“CRBI”) and _____ [name of person storing specimen] (“Client”).

WHEREAS, Client desires to deposit, transfer, or maintain cryopreserved semen for future clinical use consistent with Indiana laws, and

WHEREAS, CRBI has the appropriate facilities and capabilities to store the cryopreserved semen (hereinafter “Specimen”) in accordance with the terms and conditions set forth in this agreement,

WHEREAS, CRBI wants to provide Client Depositor(s) with timely, relevant, and appropriate information to allow the Client Depositor(s) to make informed and voluntary choices regarding the disposition of any Specimen;

NOW, THEREFORE, in consideration of the mutual promises and covenants between the parties hereto, it is agreed as follows:

1. TERM

The term of this Agreement shall be one (1) year from the Effective Date, subject to the termination provisions herein set forth. This Agreement will automatically renew for additional one-year terms unless otherwise terminated as provided herein. This Agreement can only be renewed a maximum of four times, for a term no greater than five years.

The CRBI will make reasonable effort to remind Client of each renewal term. However, Client recognizes responsibility to maintain contact with CRBI and advise CRBI of change of address or of desire to change this agreement.

Client Depositor(s) may terminate this Agreement at any time by providing CRBI with written notice. In the event Client Depositor(s) terminates this Agreement, the stored Specimens shall be disposed of in accordance with the instructions specified by Client Depositor(s) in paragraph 2, below.

2. TERMINATION

Client may terminate this Agreement at any time by providing CRBI with written notice. In the event Client terminates this Agreement, the stored Specimen shall be disposed of in accordance with the following instruction– **please indicate by initialing only one**:

- _____ Destroy Specimens.
- _____ Give Specimens to a specific recipient (“Recipient”) as sole owner, provided that Client has duly executed *Authorization to Release Specimens* has been provided to CRBI Note that continued storage of Specimens will be contingent upon Recipient’s execution of an *Agreement for Storage of Cryopreserved Semen* document and pays the applicable Storage Fee.
- _____ Give Specimens to CRBI as sole owner to be used for scientific research, NOT to be used for artificial insemination of a third party.

This agreement may be terminated by CRBI in the following circumstances by giving Client sixty (60) days prior written notice:

- All Specimens are released by Client and used by Client’s wife or designated recipient;
- Client does not pay the Storage Fee as required under section 7 of this Agreement;
- Client dies or is determined by a physician to lack decision-making capacity;
- CRBI discontinues its cryopreservation services;
- As may be otherwise required by applicable law; OR
- Client’s Specimen are deemed abandoned at CRBI’s sole discretion due to Client’s failure to inform CRBI of his or her wishes for disposition of the Specimen as required on an annual basis by CRBI. In such event, CRBI reserves the right to discard the Specimen or to use the semen for research before discarding.

In the event that CRBI or Client terminates this Agreement in accordance with its terms and conditions, other than due to the death or incapacity of Client as described above, then the Specimen shall be discarded, unless Client indicates his or her intention to transfer Specimen to another cryopreservation facility within 30 days of CRBI’s notice. If CRBI receives a notice of Client’s intention to transfer the Specimen, then CRBI shall use commercially reasonable efforts to continue storing such Specimen up to the sixty (60) day termination date, provided that Client arranges for the transfer of the Specimen to another storage facility at Client’s sole cost within prior to the termination date.

3. REPRESENTATIONS OF CLIENT

The following representations are made with the knowledge and expectation that CRBI is placing complete reliance on such representations and warranties in order to enter into this Agreement, and such Client represents and warrants to CRBI and its successors and assigns that the following are true:

- Client understands and agrees that CRBI may require additional conditions to be met that are not specifically set forth in this Agreement, as CRBI may deem necessary, to comply with applicable policies, procedures, laws, regulatory agencies, or other industry requirements;
- Client agrees that CRBI has encouraged him to seek advice from legal counsel regarding the terms and legal significance of this Agreement prior to its execution and that he has either sought such advice or has chosen not to seek such legal advice;

- Client acknowledges that storage or transfer of the cryopreserved semen is contingent upon providing documentation regarding infectious disease testing and Client authorizes release of this information to CRBI for the purposes of completing this transfer; and
- Client acknowledges that Indiana law limits release of the cryopreserved specimens and that CRBI’s ability to release these samples for future clinical use.

Title and Ownership of Semen Specimens

Client must indicate ownership of the cryopreserved Specimen as a part of this Agreement. Please **initial one selection below:**

_____ The semen stored with CRBI pursuant to this Agreement shall be deemed for all purposes as solely owned property of the Client.

_____ The semen stored with CRBI pursuant to this Agreement shall be deemed for all purposes as jointly owned property of Client and designee.

(Name of Designee)

(Social Security Number of Designee)

(Address of Designee)

(Relationship of Designee to Client)

(Phone Number of Designee)

4. FUTURE DISPOSITION OF SEMEN SPECIMENS

a.) Release of Semen for Insemination

CRBI shall not release the semen specimens to anyone for the purpose of insemination without specific written instructions from the Client, or Client and Designee if ownership is joint, and subject to the limitations of Indiana State Law.

b.) Transfer to Another Cryopreservation Facility

CRBI shall only release specimens to another facility upon written authorization of Client or Client /Designee if jointly owned.

c.) Death or Incapacitation of the Client

Please read the following paragraphs carefully, and where asked to select your preference, **select one option by initialing it.** You may change your selections at any future time by providing written notice of the change to CRBI. In the event of the Client’s death or incapacitation, please indicate disposition of cryopreserved specimens: (please initial one option)

_____ The Designee becomes the sole owner of the Specimens and it may then only be released by CRBI with written consent of the Designee as limited by Indiana State Law. I further consent to use of my semen to establish pregnancy after my death or incapacitation and wish my estate to support any resulting children.

Name of Designee: _____

Address of Designee: Street: _____

City/State/Zip: _____

Telephone No: _____

_____ Discard the Specimens and **do not** release them for future clinical use.

_____ Donate the samples for laboratory-based research, such as improvement of a technical procedure, after which the samples are discarded. Semen samples are only used for research purposes with the explicit written consent of the Client, or the Client and Designee if applicable.

5. FEES FOR CRYOPRESERVATION SERVICES

Client agrees to pay CRBI an annual fee for storage of Specimens (“Storage Fees”) in an amount equal to CRBI’s then current rate as set forth on Exhibit A, attached hereto and incorporated herein by reference. The Storage Fee is due and payable upon receipt of the invoice and should be made payable to the Center for Reproductive Biology of Indiana, LLC, Methodist Medical Plaza North. Such Storage Fees shall be subject to an annual increase upon written notice to Client; such increase shall not exceed twenty percent (20%) in any twelve (12) month period. This Storage Fee is non-refundable.

6. DISCLAIMERS AND LIMITATION OF LIABILITY

Client hereby acknowledges and agrees that he has read, understands and has entered into this Agreement with full knowledge of the following disclaimers and has been advised that there are inherent risks in the processes of freezing and thawing semen, including but not limited to destruction of or damage to the sperm, reduced capacity for fertilization and reduced life span of the sperm after thawing. Due to the nature of the chemicals and equipment required for semen storage, there is a risk of destruction of the Specimens as a result of equipment malfunction or damage to Specimen vials. Furthermore, Specimens may be damaged or destroyed due to factors beyond the control of CRBI, such as theft, vandalism, lack of supply of nitrogen, natural disasters, act of God or acts of war or terrorism, or other acts beyond CRBI’s control. In consideration of the foregoing and except for the liquidated damages provision below, Client does hereby for himself, his family, spouse, dependents, executors, heirs, administrators and assigns, releases, acquits and forever discharges CRBI, its agents, employees, officers, directors, affiliates, attorneys, successors and assigns, from and hereby waives any and all actions, causes of action, obligations, costs, expenses, attorney’s fees, damages, losses, claims, liabilities, defenses, offsets or demands referred to herein and shall survive the termination of this Agreement for any reason whatsoever.

Client acknowledges and agrees that there are substantial risks of loss, damage or destruction of the Specimens subject to this storage Agreement and that in the event of such loss, damage

or destruction it would be impractical or extremely difficult to determine the nature and extent of the damage which the Client may claim to sustain as a result of any alleged breach of contract, negligence, or any other cause attributable to CRBI. Accordingly, the parties agree that in the event of such loss, damage or destruction of the Specimens, for any reason whatsoever while stored at CRBI, a reasonable liquidated damage for CRBI to pay in response to any such claim of liability by Client is a sum equal to the previous twelve (12) months' Storage Fee and Client's recovery is therefore limited to a damage award in said amount.

CRBI DOES NOT GUARANTEE THAT THE SERVICES PROVIDED HEREIN WILL RESULT IN PREGNANCY, OR IF A PREGNANCY RESULTS, THAT SAID PREGNANCY WILL RESULT IN A LIVE BIRTH OR THAT THE PREGNANCY WILL BE FREE OF ANY COMPLICATIONS, INCLUDING, BUT NOT LIMITED TO, THE BIRTH OF AN ABNORMAL INFANT OR INFANTS, MULTIPLE BIRTHS, OR BIRTH OF AN INFANT WITH UNDERSTABLE HEREDITARY TENDENCIES.

7. INDEMNIFICATION

Client shall defend, indemnify and hold harmless CRBI and their respective agents, employees, officers, directors, affiliates, attorneys, successors and assigns from and against any claims, causes of action, damages, expenses, penalties, judgments and costs, including reasonable attorney's fees incurred or suffered, directly or indirectly, by CRBI arising out of or connected with breach of any covenant, representation or warranty of Client set forth in this Agreement, any action to establish ownership, custody or control of the semen specimen, or any liability, claim or litigation against CRBI if related to, or in any way connected to this Agreement or the disclaimers set forth in Section 6.

8. NOTICES

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to have been given if hand delivered or mailed, certified mail, return receipt requested, postage prepaid, to CRBI or Client, as the case may be, at the addresses set forth below by respective signatures, or at such other address as a party may otherwise designate by written notice to the other party.

9. MISCELLANEOUS

a.) Force Majeure

Except for obligations to pay money where the other party has performed the service to which payment relates, neither CRBI nor Client shall be responsible for failure to fulfill its obligations under this Agreement due to causes beyond its reasonable control, including but not limited to failure (despite good faith effort) by suppliers and subcontractors to furnish equipment, supplies, power, labor; war, sabotage, insurrection, riots, civil disobedience and the like, acts of government and agencies, therefore, labor disputes, accidents, fires, or acts of God.

b.) Amendment

This Agreement may not be amended, modified or otherwise altered or waivers granted with respect to this Agreement except in writing executed by each of CRBI and Client.

c.) Binding Effect and Assignment

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors, heirs, executors, administrators and assigns. This Agreement may not be assigned by either party without the express written consent of the other except that no consent shall be required in connection with the merger or consolidation of CRBI.

d.) Governing Law

The terms of this Agreement shall in all respects be governed, construed and interpreted in accordance with the laws of the State of Indiana.

e.) Entire Agreement

The foregoing represents the entire agreement between the parties as it exists at the date of this Agreement and it is agreed and distinctly understood that all previous communications and negotiations between the parties, either verbal or written not contained herein are hereby withdrawn and annulled.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date and year first above written.

BY:
“CLIENT”

Printed Name

Signature

Address

Phone Number / Other Contact Number

NOTE: In order for this contact to be executed, Client's signature must be verified by one of two methods. Client's signature can be verified either by Program personnel or, alternately, signatures can be notarized below.

BY: "CRBI"

CENTER FOR REPRODUCTIVE BIOLOGY OF INDIANA
At Methodist Medical Plaza North

Printed Name

Signature

Address
151 Pennsylvania Parkway

Indianapolis, Indiana 46280 USA

Phone Number / Other Contact Number
Telephone: (317) 817-1147; Facsimile: (317) 817-1316

OR

Witness by Notary Public

State or Province of _____

County of _____

I certify that I know or have satisfactory evidence that

_____ and _____
Name of Client Name of Designee (if indicated)

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 : _____

Exhibit A:

ANDROLOGY SERVICES

Below is a list of Andrology Service Fees which are included for your reference.

Cryopreservation, sperm (per sample)	\$518.00
(Includes semen physiology profile, freeze , post-thaw analyses <u>and</u> first year of storage)	
Annual storage renewal; sperm/ per year	\$400.00*
(Limit of 3 samples/20 vials)	

*Storage fees will be billed on the storage anniversary month for the next year. No refunds will be given for unused months of storage if specimens are removed from storage

This information is current as of September 1, 2005 and is in effect as of September 1, 2005. Please check with this office to determine if more current information is available.