

CENTER FOR REPRODUCTIVE BIOLOGY OF INDIANA, LLC  
AT METHODIST MEDICAL PLAZA NORTH  
201 Pennsylvania Pkwy – Suite 205, Indianapolis IN 46280

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

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_ (the “Effective Date”) by and between The Center for Reproductive Biology of Indiana LLC, an Indiana corporation in Indianapolis, Indiana (“CRBI”) and

\_\_\_\_\_ and \_\_\_\_\_  
[name of person(s) storing unfertilized oocytes] (“Client Depositor(s)”).

WHEREAS, Client Depositor(s) desires to deposit, transfer, or maintain cryopreserved egg(s) for future clinical use consistent with applicable laws, and

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

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. 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 (5) consecutive years.**

The CRBI will make reasonable effort to remind Client Depositor(s) of each annual renewal term. However, Client Depositor(s) hereby acknowledges her/their responsibility to maintain contact with CRBI and advise CRBI of any change of address, contact information, or of a desire to change the terms of 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 5, below.

CRBI may terminate this Agreement in the following circumstances by giving Client sixty (60) days prior written notice:

- All Specimens are released by Client Depositor(s) and used by Client Depositor(s)'s designated recipient;
- Client Depositor(s) does not pay the Storage Fee as required under paragraph 7 of this Agreement or otherwise Abandons cryopreserved Specimens as set forth in paragraph 5 (D) below;
- Client Depositor(s) 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
- Should CRBI determine that Client Depositor(s) has falsified any of the information relied upon by CRBI to provide cryopreservation services.

In the event that CRBI terminates this Agreement, Client's Specimen shall be disposed of in accordance with Client's instructions as specified below in paragraph 5.

## 2. Representations of Client Depositor(s)

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 Depositor(s) represents and warrants to CRBI and its successors and assigns that the following are true:

- Client Depositor(s) 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 Depositor(s) agrees that CRBI has encouraged them to seek advice from legal counsel regarding the terms and legal significance of this Agreement prior to its execution and that they have either sought such advice or have chosen not to seek such legal advice;
- Client Depositor(s) acknowledges that storage or transfer of the cryopreserved oocytes is contingent upon providing documentation regarding infectious disease testing and Clients authorize release of this information to CRBI for the purposes of completing this transfer; and
- Client Depositor(s) acknowledges that Indiana law limits release of the cryopreserved specimens and that CRBI's ability to release these samples for future clinical use.

## 3. Fees for Cryopreservation Services

Client Depositor(s) 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, at 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.

#### 4. Disclaimers and Limitation of Liability

Risks of Cryopreservation and Oocyte Storage Client Depositor(s) hereby acknowledges and agrees that she 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 oocytes. Risks associated with human fertilized oocyte cryopreservation, include: possible failure of the equipment or mechanical support system during storage, possible damage to the oocytes during the freezing and thawing processes, and risks during the transfer to the female partner's uterus. Oocytes may fail to survive the freezing and thawing process. Oocytes may survive thawing but not be able to be fertilized by sperm. There may be other unforeseeable risks that could occur despite all efforts of the program and its staff. There may be theoretical risks associated with long-term cryostorage that cannot be defined at this time. The degrees of these risks are unknown at the present time.

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 Depositor(s) does hereby for herself, her family, spouse, dependents, executors, heirs, administrators and assigns, release, acquit and forever discharge 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 Depositor(s) 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 Clients 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 Depositor(s) is a sum equal to the previous twelve (12) months' Storage Fee and Client Depositor(s)'s recovery is therefore limited to a damage award in said amount.

No Guaranteed Outcomes. There is no guarantee that our participation in the cryopreservation procedures will successfully result in pregnancy. The program is not obligated to proceed with an attempted oocyte transfer procedure of any cryopreserved oocytes if our physician believes that such a procedure would have medical risks that are unwarranted or which outweigh any possible benefit. We further understand that if a pregnancy does occur with the use of cryopreserved oocytes, all the normal risks and complications of childbirth, including multiple births, stillbirth, miscarriage, ectopic pregnancy, the birth of an abnormal child (or children), and other adverse consequences are possible.

5. Disposition of Cryopreserved Oocytes

Client Depositor(s) acknowledges that the following instructions are her/their advanced directives to CRBI regarding the disposition of her/their cryopreserved oocytes:

**PLEASE INITIAL ONLY ONE OF THE CHOICES FOR EACH ONE BELOW – IF THERE IS MORE THAN ONE CLIENT DEPOSITOR, THEN BOTH CLIENT DEPOSITORS MUST INITIAL THE SELECTED OPTION.**

- a.) In the event of the **death of either partner**, Client Depositors wishes CRBI to perform the **selected** disposition for the cryopreserved specimens:

\_\_\_\_\_ Made available to the living partner.

\_\_\_\_\_ Donated for research purposes.

\_\_\_\_\_ Thawed with no further action taken.

\_\_\_\_\_ Donated to the following couple or individual:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone number(s) \_\_\_\_\_

\_\_\_\_\_ Donated to an anonymous couple or individual through the medical practice of Dr. \_\_\_\_\_.

\_\_\_\_\_ Other disposition that is clearly stated and agreed to by CRBI as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

- b.) In the event of the death of Client Depositor (if only one depositor) or in the event of the death of both Client Depositors (if a couple), then Client Depositor(s) wishes CRBI to perform the selected option for the cryopreserved Specimens:

\_\_\_\_\_ Donated for research purposes.

\_\_\_\_\_ Thawed with no further action taken.

\_\_\_\_\_ Donated to the following couple or individual:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone number(s) \_\_\_\_\_

\_\_\_\_\_ Donated to an anonymous couple or individual through the medical practice of Dr. \_\_\_\_\_.

\_\_\_\_\_ Other disposition that is clearly stated and agreed to by CRBI as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

c.) In the event of the **separation or divorce of the Client Depositor(s) (if depositors are a couple)**, then the Client Depositors wish CRBI to perform the **selected** option for the disposition of the cryopreserved oocytes:

\_\_\_\_\_ Become the sole property of and responsibility of the named Client Depositor: \_\_\_\_\_ [specify which partner shall receive the cryopreserved oocytes].

\_\_\_\_\_ Donated for research purposes.

\_\_\_\_\_ Thawed with no further action taken.

\_\_\_\_\_ Donated to the following couple or individual:

Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number(s): \_\_\_\_\_

\_\_\_\_\_ Donated to an anonymous couple or individual through the medical practice of Dr. \_\_\_\_\_.

\_\_\_\_\_ Other disposition that is clearly stated and agreed to by CRBI as follows: \_\_\_\_\_

\_\_\_\_\_

d.) **Abandonment of Oocytes.** Oocyte abandonment is any **one** of the following lapses in responsibility for the oocytes:

- Failure of Client Depositor(s) to pay storage fees for any consecutive two (2) year period.
- Failure of Client Depositor(s) to notify lab of new contact information so that annual renewal storage bills are not deliverable for any period of two (2) consecutive years.
- Failure of Client Depositor(s) to provide instruction to CRBI for storage or disposition of the stored Oocytes after the 5-year storage term is completed at CRBI.
- Failure of Client Depositor(s) to provide annual written authorization for continued disposition of oocytes for a period of two consecutive annual renewal cycles.

In the event cryopreserved Specimens are determined by CRBI to have been abandoned, then Client Depositor(s) wish CRBI to dispose of the cryopreserved Specimens in accordance with the following **selected** option:

\_\_\_\_\_ Donated for research purposes.

\_\_\_\_\_ Thawed with no further action taken.

\_\_\_\_\_ Donated to the following couple or individual:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone number(s) \_\_\_\_\_

\_\_\_\_\_ Donated to an anonymous couple or individual through the medical practice for Dr.\_\_\_\_\_.

\_\_\_\_\_ Other disposition that is clearly stated and agreed to by CRBI as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 6. Indemnification

Client Depositor(s) 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 Depositor(s) 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.

## 7. 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 Depositor(s), 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.

## 8. 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 Clients 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 Clients.

- 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 DEPOSITOR(S)"**

\_\_\_\_\_  
Printed Name (s) of Client Depositor(s)

\_\_\_\_\_  
Signatures of Client Depositor(s)

\_\_\_\_\_  
Address of Client Depositor(s)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number / Other Contact Number                      Phone Number / Other Contact Number

\_\_\_\_\_

**NOTE: In order for this contract to be executed, Client Depositor(s) signature must be verified by one of two methods. Client Depositor(s) signature can be verified either by CRBI personnel or, alternatively, signatures can be notarized below.**

**BY: "CRBI"**

CENTER FOR REPRODUCTIVE BIOLOGY OF INDIANA, LLC  
At Methodist Medical Plaza North

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

Address:  
210 Pennsylvania Parkway – Suite 205  
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 \_\_\_\_\_  
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

### OOCYTE STORAGE CHARGES

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Below is a list of fees for Oocyte Cryopreservation Services that are included for your reference.

Oocyte Cryopreservation (Includes First Year of Storage)..... \$518.00

Annual storage renewal; per year..... \$400.00\*

- If oocytes are removed from storage before a year, prepaid storage fees for any complete month of unused storage will be refunded. Incomplete months of storage will NOT be prorated on a daily basis. For example, for oocytes stored in January, removal from storage on October 2, will result in a credit for November and December storage only. The signed and notarized date on the discard or transfer document will serve as the “date of removal from storage” for purposes of refunding.

This pricing 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.