Transport “In” Consent

**These template documents were revised before the US Supreme Court decision in *Dobbs v. Jackson* (which repealed Roe v. Wade), and therefore, SART has not reviewed the template documents and did not make any changes based on the *Dobbs* decision. SART strongly recommends that before any SART template document is put into use in a Member's practice, the document should be reviewed by the Member's local legal counsel to ensure that the language conforms to current federal, state and local laws as these may have recently changed or are in the process of being changed.**

DESCRIPTION

This document informs the intended parent about the process and risks of transporting reproductive tissue (sperm, eggs, embryos) from one program to another and requires them to choose disposition options when embryos have arrived.

TARGET

All intended parents transferring reproductive tissue (sperm, eggs, embryos) from one clinic to another.

RELEASE NOTES

* This is the 1st version of this document
* Signature page allows for Witness as well as Notary verification.

TO DO

* Modify this document according to local needs and preferences.
* Get legal review to assure conformance with State and local laws and regulations

***DISCLAIMER.***

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The “Transport-In” of Frozen Reproductive Tissues

Process, Risk, Consent

**Intended Parent A:** Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Last Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ First Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell Phone #: ­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Intended Parent B:** Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Last Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ First Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell Phone #: ­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(We) (I) request transport-in of (our) (my):

**Frozen embryos:**

 *(Requires names and signatures of both intended parents)*

**🞏 Frozen partner sperm, epididymal and/or testicular tissue:**

 *(Requires male name and signature only; Partner name requested)*

**🞏 Frozen donor sperm:**

 *(Requires female recipient name and signature only)*

**🞏 Frozen oocytes (eggs):**

 *(Requires female name and signature only)*

… that were frozen on or about: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date) to the possession and control of the CLINIC from the following designated facility or agent:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We) (I) acknowledge that this transport-in consent requires the signature of intended parents who signed the original embryo freezing consent; of the male partner only for his frozen sperm, epididymal and/or testicular tissue; and of the female intended parent only for frozen eggs or frozen donor sperm. We (I) agree that if we (I) inherited this frozen reproductive tissue for our (my) own use or obtained the frozen samples for use from a directed/identified/known donor, copies of these agreements and/or consents must be provided along with this consent. In that case, only the signature of the individual(s) (the recipient(s)) involved in that agreement, is (are) required.

Risks of Shipping and Transport:

The CLINIC, and, as appropriate, its employees, contractors, consultants and authorized agents, agrees to provide its best efforts to receive the frozen samples in a container provided by the above-named originating physician, program, commercial shipping company or facility. This receipt will be performed consistent with written directions provided by that originating physician, program or facility. The CLINIC shall not be responsible for the safety, physical integrity, or identity of the frozen samples before it was placed and transported in the container by the intended parent(s), physician, program, facility, or any designated agent including commercial shipping companies and couriers.

We (I) are (am) aware that the transporting of frozen samples involves certain risks to that material, and if any of this material thaws during transport, it may be damaged or destroyed. We (I) understand that if our (my) samples were frozen by a method known as vitrification, that the samples are especially fragile.

We (I) agree to accept all costs and risks involved in the transporting of the frozen samples. We (I) hereby release the CLINIC its employees, contractors, consultants and authorized agents from any and all responsibility for the safety and integrity of the frozen samples, prior to the possession and control of the CLINIC. I (we) acknowledge that the CLINIC makes no guarantees as to the security or method of the packing or transfer method, to the safe thawing of the frozen samples, conception rates or to a successful pregnancy. Since the CLINIC may not have processed this material initially, it cannot be held responsible for errors that may have occurred in sample identification or handling prior to arrival at the CLINIC. I (we) have carefully read this agreement and fully understand its contents. I (we) am (are) aware that this form is a release of liability, and I (we) sign it of my (our) own free will.

We (I) understand, consent and agree that the CLINIC will thaw and prepare these samples for my treatment according to procedures provided by the Center which originally froze them. The CLINIC makes no guarantees that these samples will survive a thawing/warming process or result in a pregnancy.

We (I) consent to the CLINIC storing our (my) frozen samples for our (my) future use.

Our (my) frozen samples will only be used for our (my) own medical treatments or that of my partner. At no time will the specimens be sold or used by any other individual (unless we (I) give written consent to donate the samples). Our (my) frozen samples will be available for our (my) use only if our (my) account is paid in full.

We (I) understand that the storage processes involve the use of mechanical and/or electrical equipment. The CLINIC will take reasonable measures to maintain and monitor this equipment. However, despite their best efforts, equipment failure may result in the damage or loss of one or more vials or straws of frozen samples. It may not possible to protect and recover frozen samples in the event of a catastrophic equipment failure or natural disaster. We (I) understand that equipment failure, materials failure, natural disasters and human errors have occurred during the processing, shipping, and storage of frozen samples. We (I) understand and agree that the CLINIC shall be responsible only for acts of negligence on its part and the part of its employees, contractors, consultants and authorized agents.

Infectious Diseases:

We (I) understand that the CLINIC requires certain infectious disease testing of individuals who provided the sperm and/or eggs that were frozen and/or used to produce embryos. These tests include but are not limited to tests for HIV (the AIDS virus), Hepatitis B and Hepatitis C prior to accepting these samples. We (I) understand, agree and consent that our (my) sample will be stored with samples with similar infectious disease status.

Fees for Storage and Billing Policies:

We (I) understand and agree that it is a policy of the CLINIC to store frozen samples for a maximum time period of XX Years after which the samples are transferred to a long-term storage facility (NAME of FACILITY) or discarded (as specified below). At any time during the storage of our (my) samples, at the end of XX Years of storage or if the CLINIC closes (whichever comes first) we (I) understand that we (I) have several options regarding our (my) frozen samples in storage at the CLINIC including:

1. Disposal of the samples according to American Society for Reproductive Medicine (ASRM) ethical standards.
2. Transport of the frozen samples from the Laboratory at the CLINIC to another fertility center, long-term storage facility or research facility.
3. Donation to research if an IRB approved research protocol is available at the time.
4. Donation to another couple or individual if permitted under the terms of the original consent.

We (I) understand that each of these options may require execution of an additional written consent form at the time that this option is exercised.

At the end of XX Years of storage on site, we (I) request and consent that our (my) samples should be (initial before your choice; both members of the couple for embryos, individuals for eggs and sperm):

\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_ Discarded according to ASRM Ethical Standards

\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_ Sent to NAME OF STORAGE FACILITY for long-term

storage (certain forms must be completed)

You may be charged a handling fee for the receipt of your sample and placing it into storage. The fee for XX Years of storage of the frozen samples is included in the handling fee. At the end of the XX Years of storage, the samples will be transported to long-term storage and subsequent annual storage fees will be paid to them.

We (I) understand that all accounts for storage and handling must be kept current in order to undergo subsequent treatment or have access to the samples. If storage or handling fees are entirely unpaid after one year in collection, the samples will be considered unclaimed and will be discarded according to ASRM Ethical Guidelines.

We (I) understand it is my obligation to notify the CLINIC of any change of address, and that if we (I) do not do so the CLINIC is not liable for its inability to contact or bill us (me). If we (I) fail to do so or cannot be reached or do not respond to correspondence received from the CLINIC for one year, we (I) understand and agree that the samples will be considered unclaimed and will be discarded by the Center according to American Society for Reproductive Medicine Ethical Guidelines.

We (I) understand that we (I) may store our (my) frozen samples on site at the CLINIC for up to XX Years in anticipation of utilizing them for subsequent fertility treatments. However, we (I) understand that The CLINIC is not equipped to serve as a long-term storage facility. After XX Years, we (I) agree that the samples will be transported to the long-term storage indicated above. By our (my) signature below, we (I) agree that our (my) contact information may be released to that facility to facilitate this transport.

We (I) acknowledge that, at any time during the XX Years maximum storage period or at the end thereof, we (I) can execute the appropriate consents to exercise any of the options listed above and that all storage fees will continue to accrue until the CLINIC receives a properly executed consent for this procedure.

Conditions for Ongoing Storage:

Samples that are frozen may be in storage at the CLINIC for extended periods of time. Therefore, the conditions under which storage will be continued and what should be done with the samples if something were to happen to you must be defined from the beginning. Consequently, you must complete the Disposition agreements below. If your dispositional choice is not available, the material will be discarded.

Consent and Disposition

I/We have chosen to have my/our frozen samples transported and stored for future use. There may be cases in which I/We do not use these frozen samples — due to death or some other reason. In such cases, I/we understand that there are generally 4 choices for the disposition of my frozen samples:

* Give control of my frozen samples to my spouse or partner;
* Discard the frozen samples;
* Donate the frozen samples for approved medical research; or
* Donate the frozen samples to another person/couple so they can try to have a child.

Please understand that the CLINIC cannot guarantee what the available or acceptable choices for disposition will be at any future date as this field is rapidly evolving both legally and medically. You may also wish to consult with a lawyer, together or individually, for each of you to understand your legal rights and any law that may apply to this Agreement or to your disposition choices. If any choice you select is not available for any reason, you are authorizing the CLINIC to thaw and discard (“discard”) any currently frozen samples under this Agreement.

I/We are making one of the choices noted above on this form. I/We understand that I/we can change our choice at any time if I/we fill out and sign a new version of this Agreement. I/We also understand that I/We will need to sign a different consent when my frozen samples are thawed for use.

I/We also know that our marital status—now and later—can affect the future use of these frozen samples. I /We know that each clinic and each state have its own policies, which may affect my/our ability to use these frozen samples to try to have a child in the future.

Special note for frozen samples created with donated gametes: If your frozen samples were created with gametes (eggs and/or sperm) from a directed third-party donor, you may not be able to choose to donate embryos or gametes to another couple or individual or for use in research or training without the written consent of the gamete donor. Your choices, here, to donate these embryos in the future must be consistent with all applicable direct agreements made with, or written authorizations from, the gamete donors and/or gamete bank. Without this prior written authorization, the embryos will be discarded.

**Dispositional Choices: COMPLETE THE FOLLOWING INFORMATION BY INDICATING YOUR DISPOSITION CHOICE NEXT TO EACH SITUATION.**

By completing the following table with my initials and signing this Agreement (below) I understand and agree that:

1. Both Intended Parents, if applicable, must initial the same box for the choice to be valid;
2. **You specifically authorize the CLINIC to discard the frozen samples if your selected disposition choice is not available**, if in the CLINIC’S sole discretion, the disposition choice is not feasible, you do not pay all storage or administrative fees related to the frozen samples or you fail in any way to preserve the disposition choice you made in this Agreement;
3. Subject to any agreement with any donor, coordinating program, bank or entity, you are free to jointly, as applicable, revise the choices you made here at any time by each of you completing and signing another Agreement, having it notarized, and delivering it to the CLINIC (“SUBSEQUENT AGREEMENT”); and,
4. Unless you have provided the CLINIC **with a more recent Agreement** regarding the frozen samples, that has been properly and jointly signed by each of you, as applicable, and notarized, the CLINIC is authorized to act on the choice(s) you select below.

|  |  |  |
| --- | --- | --- |
| **Situation** | **Decision of Intended Parent(s)** | **Initials** |
|  | ***Initial*** *only* ***one choice*** *per scenario. For a choice to be valid both Intended Parents (if applicable) must initial the same choice* | *Intended Parent A* | *Intended Parent B* |
| **Death of Intended****Parent A** | 1. Give control of the Embryos to Intended Parent B (if applicable)
 |  |  |
| 1. Discard the Embryos
 |  |  |
| 1. Donate the Embryos for medical research
 |  |  |
| 1. Donate the Embryos for clinical training.
 |  |  |
| 1. Donate to a named individual for procreation. (Directed Donation)\*\*
 |  |  |
| 1. Permit the Clinic or its designee to arrange for donation to another recipient for procreation. (Non-directed Donation)
 |  |  |
| **Death of Intended** **Parent B** | 1. Give control of the Embryos to Intended Parent B (if applicable)
 |  |  |
| 1. Discard the Embryos
 |  |  |
| 1. Donate the Embryos for medical research
 |  |  |
| 1. Donate the Embryos for clinical training.
 |  |  |
| 1. Donate to a named individual for procreation. (Directed Donation)\*\*
 |  |  |
| 1. Permit the Clinic or its designee to arrange for donation to another recipient for procreation. (Non-directed Donation)
 |  |  |
| **Death of both Intended Parents (at same time)** | 1. Discard the Embryos
 |  |  |
| 1. Donate the Embryos for medical research
 |  |  |
| 1. Donate the Embryos for clinical training.
 |  |  |
| 1. Donate to a named individual for procreation. (Directed Donation)\*\*
 |  |  |
| 1. Permit the Clinic or its designee to arrange for donation to another recipient for procreation. (Non-directed Donation)
 |  |  |
| **Divorce or Dissolution of Intended Parents’ Relationship**  | 1. Give control of the Embryos to Intended Parent [insert name]
 |  |  |
| 1. Discard the Embryos
 |  |  |
| 1. Donate the Embryos for medical research
 |  |  |
| 1. Donate the Embryos for clinical training.
 |  |  |
| 1. Donate to a named individual for procreation. (Directed Donation)\*\*
 |  |  |
| 1. Permit the Clinic or its designee to arrange for donation to another recipient for procreation. (Non-directed Donation)
 |  |  |
| **Intended Parent(s)’ Treatment ended**  | 1. Discard the Embryos
 |  |  |
| 1. Donate the Embryos for medical research
 |  |  |
| 1. Donate the Embryos for clinical training
 |  |  |
| 1. Donate to a named individual for procreation. (Directed Donation)\*\*
 |  |  |
| 1. Permit the Clinic or its designee to arrange for donation to another recipient for procreation. (Non-directed Donation)
 |  |  |

*\*\*Requires a legal agreement and pre-screening and testing as may be required by the FDA or other agencies.*

Legal Considerations and Legal Counsel

The law regarding Embryo freezing, subsequent thaw and use, and the parent-child status of any resulting child(ren), including but not limited to children born following the death, divorce, or separation of any the intended parent(s) is, or may be, unsettled in the state in which either Intended Parent, or any donor or ultimate recipient(s) currently or in the future lives, or the state in which the CLINIC is located.

You acknowledge that the CLINIC has not given you legal advice, and that you are not relying on the CLINIC to give you any legal advice. You have been informed that you may wish to, individually and/or jointly, consult a lawyer(s) experienced in the areas of family, reproductive, and estate planning law and Embryo freezing and disposition if you have any questions or concerns about the present or future status of your Embryos, your individual or joint access to them, your individual or joint parental status as to any resulting child, or about any other aspect of this Agreement.

Your wills and any other estate planning documents should also include your wishes on disposing of any Embryos and be consistent with this Agreement or any subsequent Agreement. Unless the CLINIC is advised of any changes to the disposition selections you made in this Agreement, the CLINIC may act upon this Agreement. Any inconsistencies may need to be resolved by a court of competent jurisdiction.

Your signature below certifies the disposition choices you have made above. You understand that you can change your choices in the future, but must do so by mutual and written agreement, properly signed, notarized, and provided to the clinic in accordance with the CLINIC’S policies. You also understand, acknowledge, and agree that in the event none of your elected choices is available, the Clinic is authorized by each of you, without further notice from or consent by you, to and discard your frozen reproductive tissue.

 *If signed out of the office:*

Intended Parent A Signature Date

Intended Parent A Name Date of Birth

Intended Parent B Signature Date

Intended Parent B Name Date of Birth

**Notary Public**

Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_.

X

Notary Signature Date

============================================================

*If signed in the office:*

**Statement by Witness (must be employee and at least 18 years old)**

I declare that the person who signed this document is personally known to me and appears to be of sound mind and acting of their own free will. They signed this document in my presence.

Witness Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_