

University of South Florida
Department of Obstetrics and Gynecology - Fertility Specialists

CONSENT TO RECEIVE DONATED EGG(S)

Definitions - As used in this Consent, the following definitions shall apply:

1. **"Assisted Reproductive Technology" (ART)** means those procreative procedures which involve the laboratory handling of human eggs, sperm, or embryos, including but not limited to, in vitro fertilization embryo transfer (IVF).
2. **"Egg"** means the unfertilized female reproductive cell.
3. **"Fertilization"** means the initial union of an egg and sperm.
4. **"Implantation"** means the event that occurs when a fertilized embryo adheres to the uterine wall.
5. **"Intrauterine Insemination"** means the artificial placement of sperm into the uterus of the woman by the physician.
6. **"In vitro"** refers to a laboratory procedure performed in an artificial environment outside a woman's body.
7. **"In vitro Fertilization" (IVF)** refers to the processes whereby egg growth is stimulated in a woman, the eggs are obtained from her ovaries, then fertilized by sperm in the laboratory and the resulting embryos placed in her uterus.
8. **"In vitro Fertilization Embryo Transfer"** means the transfer of an in vitro fertilized embryo into a woman's uterus.
9. **"Embryo"** means the product of fertilization of an egg by a sperm with the appearance of the embryonic axis.
10. **"Providers"** means all personnel associated with the administration and delivery of services by the *University of South Florida Department of Obstetrics and Gynecology - Fertility Specialists*, including but not limited to: all physicians, residents, laboratory personnel and other health care personnel who are employees or agents of the *University of South Florida/University of South Florida Board of Trustees*, a public body corporate of the state of Florida, *the State of Florida or the Board of Governors*.
11. **"Reimbursement Costs"** means the costs incurred by the egg donor related to time lost from work, child care arrangements and travel expenses during her egg donation cycle. Reimbursement costs may be incurred during, but are not limited to, visits to physicians' offices, hospital visits for egg monitoring or aspiration, time spent self-administering injections and time spent recovering after the egg aspiration.
12. **"Sperm"** means the male reproductive cell.

Explanation

During the assisted reproductive technology process, an infertile couple may decide to utilize a donor's egg(s) which is to be fertilized by the recipient couple's husband/significant other, or if required, donor sperm.

This can be accomplished as follows:

In vitro fertilization embryo transfer (IVF ET). The patient is provided with an embryo originating from donor eggs and fertilized in vitro with the recipient couple's husband's/significant other's sperm, or if required donor sperm. The embryo is then placed in the patient's uterus by means of a small plastic tube inserted through the cervix.

In the event the patient is not having menstrual periods due to ovarian failure, it will be necessary to have treatment with hormonal drugs (usually estrogen and progesterone) prior to the transfer to substitute for the ovarian failure. This may require one or more trials of artificial cycles prior to embryo transfer in order to determine the optimum treatment required for uterine development suitable for the transfer of the embryo(s). In the event the recipient is having menstrual periods, they may need to be regulated by medication (usually Lupron, estrogen and progesterone) to coordinate her cycle with that of the donor of the egg(s).

If the recipient husband's/significant other's sperm is to be used in the process, it will be collected by masturbation and treated in the laboratory to prepare if for fertilization.

Blood samples will be collected before and after the procedures to determine if hormone levels are normal and if pregnancy has occurred.

If more eggs are obtained than are necessary for fertilization and transfer, excess egg(s) will be disposed of per University of South Florida Fertility Program protocol.

About 3 out of 100 births from spontaneous conception in fertile couples have some type of birth defect and this rate appears to be similar in births from IVF. Such abnormalities may not always result in spontaneous abortion, or be detectable by prenatal tests.

The donated egg(s) (and if required sperm) are from an anonymous source. Every effort will be made to match the recipient couple's general physical characteristics. In addition, the donors will be queried about familial genetic diseases, but no guarantee about the reliability of the history can be given. The donors will be screened for some infectious diseases, including, but not limited to, AIDS and Hepatitis B, but no guarantee can be given against the transmission of an infectious disease.

From the moment of conception, the child or children produced from the procedure are the legitimate child or children of the recipient couple (birth couple). The recipient couple waives forever any right to disclaim such child or children and such child or children are considered to be in all respects child or children of the recipient couple's bodies.

Risks and Hazards

Certain risks and hazards are associated with the donation of eggs. Among these are:

1. Blood tests may cause mild discomfort. There is a risk of developing a bruise and/or infection at the needle site.
2. Ovulation induction agents may overstimulate the ovaries producing pain and the growth of cysts. On occasion, these cysts may rupture and bleed, requiring hospitalization. On rare occasions, distention of the abdomen with fluid, vomiting, blood clots, visual disturbances, dehydration and/or shock may occur.
3. From the ultrasonic needle aspiration, there is a possibility of bleeding, infection or injury to the bladder or abdominal organs that may require immediate, or later major surgery. The necessity of a laparotomy may increase postoperative pain and necessitate hospital admission.
4. Anesthesia involves the use of anesthetic for the prevention of pain. Certain complications may result from the use of any anesthetic.
5. Assisted reproductive technologies may be associated with psychological anguish or distress.

Absence of Guarantee

The physician and his/her associates do not and cannot guarantee that pregnancy will occur, even after several attempts. The reasons the procedure may fail to result in pregnancy include, but are not limited to the following:

1. The time of donor egg maturation may be unpredictable and misjudged, or sufficient follicular development and maturation may not occur, thus precluding any attempts to obtain an egg(s).
2. Recovery of a donor egg(s) by needle aspiration may be unsuccessful.
3. The donor egg(s) may not mature in the laboratory environment.
4. A suitable semen specimen may not be available at the time it is needed. A frozen semen specimen may not have an adequate number of viable sperm after freezing and thawing.
5. Fertilization may not occur.
6. The fertilized donor egg(s) may not develop sufficiently to be transferred.
7. Transfer of the donor egg(s), sperm or embryo(s) may not be successful.
8. Implantation of the embryo(s) into the uterus may not occur.

Acknowledgments

We understand that the undersigned physician(s) and his/her associates have not made any implied guarantee or warranty to us regarding the outcome of the assisted reproductive technology (IVF) that we are about to undergo.

We understand that the Providers and the physician(s) are not obligated to proceed with an assisted reproductive technology procedure when in their opinion the risks associated with so doing outweigh the potential benefits.

We understand that if pregnancy is achieved, follow-up obstetrical care will be required. This may be undertaken by the obstetrician of our choice and might require careful biochemical and biophysical monitoring (ultrasound examination, hormone tests, amniocentesis, etc.) to determine the well-being of the fetus and/or the mother.

We acknowledge that any child born to us (husband/significant other and patient) who was conceived by in vitro fertilization, artificial insemination, or by use of donated eggs or embryos will be in all respects our natural child.

We understand that the undersigned physician(s), his/her associates, and the other Providers, unless compelled by law, will make all reasonable efforts to keep information about us during the course of our treatment confidential. We agree that specific medical details may be revealed in professional publications, as long as our identity remains confidential. We understand that our names and identities will not be revealed to the media or to any other person without our authorization.

We understand insurance coverage for all or any part of the total procedure may not be available and we acknowledge jointly and individually as husband/significant other and patient, our personal responsibility for payment of the costs in full of this treatment. Such costs shall include, but may not be limited to, hospital charges, laboratory charges and physicians' professional fees.

We understand future legislation or common law may develop which would invalidate or render illegal portions or all of this consent and under that circumstance it will be modified to conform to the new law.

Consent

We have read this **Consent for Receiving Donated Egg(s)** pages 1-4 and have been afforded the opportunity to ask questions and received answers to our satisfaction. We understand the procedures and the potential risks and hazards associated with the procedures and that alternative procedures may be available. We sign this form freely and voluntarily. By our signatures below, we hereby consent to the procedures enumerated herein.

We are husband/significant other and patient; and we have an adequate understanding of the process of receiving donated egg(s) as described above; and the physician(s) and/or his/her associates have provided us with all the required information that we have requested. We have had adequate time to read and fully understand this consent form.

We authorize *University of South Florida Department of Obstetrics and Gynecology - Fertility Specialists*, its personnel, the physician(s), any person under the physicians' direction or responding to his/her orders to perform all necessary tests and procedures and to administer all necessary medications and treatments required in the selected assisted reproductive technologies (IVF) using donated egg(s).

Release and Indemnification

We understand these are new clinical procedures and unknown risks may exist related to pregnancy achieved by this method, or to the mental or physical health of any children so produced. We therefore do jointly and severally release the Providers from any and all liability, claims, demands, costs, expenses and loss of services incurred as the result of our participation in the program including, but not limited to those associated with the birth of a child.

We expressly agree to defend, indemnify and hold harmless the Providers from and against any and all liability, claims, losses, damages, costs, expenses (including costs of litigation and attorneys' fees incurred in any litigation or administrative proceeding and any appeals therefrom) and liabilities, actions, causes of action, suits or other claims arising out of, or in any way related to our participation in the *University of South Florida Department of Obstetrics and Gynecology - Fertility Specialists` Assisted Reproductive Technology Program*.

Patient

Date

Witness

Date

Husband/Significant Other

Date

Witness

Date

I have consulted with and explained the contents of this consent form to the couple who have signed above.

Treating Physician

Date

University of South Florida
Department of Obstetrics and Gynecology - Fertility Specialists