CONSENT TO DONATE EGGS

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. "Implantation" means the event that occurs when a fertilized embryo adheres to the uterine wall.

4. "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 embryo(s) placed in her uterus.

5. "Embryo" means the product of fertilization of an egg by a sperm.

6. "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.

7. "Sperm" means the male reproductive gamete (cell).

Explanation

Infertile couples participating in the in vitro fertilization program may require the use of eggs donated by other females. The donated eggs are then fertilized by the sperm of the husband/significant other of the infertile couple, or by a designated sperm donor.

Egg donors must undergo a series of surgical, medical and/or diagnostic procedures. These include, but are not limited to the following:

1. Determination by medical history, physical examination and standard infertility tests that the donor is a candidate for this procedure, including screening for but not limited to HIV (AIDS), hepatitis, gonorrhea, chlamydia and syphilis, genetic evaluation, psychological evaluation, etc.

2. The use of fertility drugs (usually Lupron, Pergonal, Follistim and human chorionic gonadotropin) to stimulate growth and maturation of eggs in the ovary.

3. Laboratory tests:
   a. Blood tests – frequent blood samples will be taken from the donor to monitor hormone secretions from the ovary and pituitary gland
   b. Ultrasound examinations will be performed to determine the growth of the follicles. Ultrasonography is a diagnostic procedure using sound waves to provide a picture of the ovaries and the follicles.

4. Vaginal introduction of a needle into the ovary to obtain one or more eggs is the procedure for egg retrieval. This is performed with ultrasound guidance and under general or local anesthesia.

If fertilization and early development of the donor’s egg(s) and the recipient husband’s/significant other’s sperm occur normally, the resulting viable embryo(s) will be transferred to the recipient’s uterus, embryo transfer.

Any eggs which your treating physician with the University of South Florida – Fertility Specialists believe are nonviable or otherwise medically unsuitable for use may be discarded in accordance with The University of South Florida – Fertility Specialists practices and procedures.
From the moment of conception, the child or children produced from the procedure are the legitimate child or children of the birth couple. The egg donor relinquishes any claim over the egg(s), embryo(s), child or children produced as a result of a donation of the egg(s). The spouse of the egg donor must also agree to relinquish any claim to the egg(s), embryo(s), child or children produced as a result of the donation of the egg(s).

**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 procedure may be canceled for any number of reasons. Moreover, the physician and his/her associates do not and cannot guarantee that pregnancy will occur, even after several attempts for reasons including, but not limited to the following:

1. The time of egg maturation may be unpredictable and misjudged. Sufficient follicular development and maturation may not occur, this precluding any attempt to obtain an egg(s).

2. Recovery of an egg by needle aspiration may be unsuccessful.

3. The 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 specimen may not have an adequate number of viable sperm after freezing and thawing.

5. Fertilization may not occur.

6. The embryo(s) may not develop sufficiently to be transferred.

7. Transfer of the embryo(s) may not be successful.

8. Implantation of the embryo(s) into the uterus may not occur.

**Consent and Release**

I (We) have read this "Consent to Donate Eggs" 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. I (We) sign this form freely and voluntarily. By signatures below, I (We) hereby consent to the procedures enumerated herein.
I (We) have an adequate understanding of the process of donating eggs as described above; and the physician(s) and/or his/her associates have provided me (us) with all the required information that I (We) have requested. I (We) have had the opportunity to ask all pertinent questions and these have been answered to our satisfaction. I (We) have had adequate time to read and fully understand this consent form.

I consent to undergo medical and laboratory screening, ovulation induction and egg retrieval for the purposes of donating my eggs to be fertilized by the sperm of the husband/significant other of an infertile couple, or designated sperm donor. I direct The University of South Florida – Fertility Specialists to transfer the resultant embryo(s) to the wife of the infertile couple according to The University of South Florida Fertility Program guidelines and relinquish any claim over the eggs, embryo(s), child or children produced as a result of the donation of my egg(s).

A. Number of eggs to be donated (check one):

   ______ all or any portion of these eggs as determined by The University of South Florida – Fertility Specialists in their discretion.

B. Person to whom eggs are to be donated (check one):

   ______ __________________________, a named designated recipient

   ______ An infertile woman/women selected by The University of South Florida Fertility Program. I will not be told to whom the egg(s) have been donated (recipient) and the recipient will not be told who donated the egg(s).

I agree to submit to my insurance any charges for complications or hospitalizations resulting from the procedures, including hyperstimulation of the ovaries. I understand that the recipient couple will be responsible for the expenses related to the screening procedures, ovulation induction, egg retrieval and expenses for complications over and above those expenses covered by my insurance company.

**Release and Indemnification**

I (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. I (We) therefore, do jointly and individually 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.

I (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 my/our participation in the Assisted Reproductive Technology Program.

_________________________ __________________________
Donor Date Witness Date

I am married (check one): ______ Yes ______ No

I, __________________________, legally married to __________________________, agree that my wife is voluntarily donating her egg(s) and do forever waive any right which I might have to claim such egg(s), embryo(s), child or children. I relinquish any jurisdiction over such child or children produced as a result of the donation of my wife’s egg(s).

_________________________ __________________________
Donor 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.

_________________________ Date

Treating Physician