University of South Florida Fertility Specialists

CONSENT TO RECEIVE DONATED SPERM

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

- "Assisted Reproductive Technology" (ART) means those procreative procedures which involve the laboratory handling of human eggs or embryos, including but not limited to, in vitro fertilization embryo transfer (IVF).
- 2. "Cryopreservation" is preservation by freezing. In this case, cryopreservation refers to the preservation by freezing of live human sperm with liquid nitrogen.
- 3. "Egg" means the unfertilized female reproductive gamete (cell).
- 4. "Fertilization" means the initial union of an egg and sperm.
- 5. "Implantation" means the event that occurs when an embryo adheres to the uterine wall.
- 6. "Intrauterine Insemination" means the artificial placement of sperm into the uterus of the woman by the physician.
- 7. "In Vitro" refers to a laboratory procedure performed in an artificial environment outside a woman's body
- 8. "In Vitro Fertilization" (IVF) refers to the processes whereby egg growth is stimulated in a woman, the eggs are obtained from her ovaries, then fertilization by sperm occurs in the laboratory and the resulting embryos are transferred to the uterus.
- 9. "In Vitro Fertilization Embryo Transfer" means the transfer of an in vitro fertilized embryo into a woman's uterus.
- 10. "Embryo" means the product of fertilization of an egg by a sperm.
- 11. "Providers" means all personnel associated with the administration and delivery of services including, but not limited to: USF Fertility Specialists, the employees, physicians, laboratory personnel, the State of Florida, the University of South Florida, the Board of Regents of the State of Florida and each of their employees, officers, agents, successors and assigns.
- 12. "Sperm" means the male reproductive gamete (cell).

Explanation

During an assisted reproductive technology process, an infertile couple (secondary to male factor) may decide to utilize a donor's sperm to fertilize recipient couple's egg.

This can be accomplished by:

- Artificial Insemination With Donor Sperm (AID). A couple obtains and has transferred donor sperm in agreement with an USF Fertility Specialist and embryologist to the embryology lab. Names of donor sperm programs can/will be provided. The donor sperm are subsequently transferred to the recipient woman's uterus by catheterization of the recipient woman's uterus. Anticipated fertilization is with the recipient's woman's egg and the donor sperm sample, both parties (patient and patient's partner) must be in agreement.
- In Vitro Fertilization Embryo Transfer (IFV ET). The recipient woman has transferred to the uterine cavity
 an embryo originating from <u>donor</u> sperm and the recipient couple's eggs fertilized in vitro. The embryo is placed
 in the recipient woman's uterus by means of a small plastic tube inserted through the cervix.

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Absence of Guarantee

The USF 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. 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.
- 2. Fertilization may not occur.
- 3. The fertilized egg(s) may not develop sufficient to be transferred. (IVF ET)
- 4. Transfer of the sperm may not be successful.
- 5. Implantation of the embryo(s) into the uterus may not occur. (IVF ET)
- 6. The laboratory environment may act detrimentally to particular egg(s), sperm, or the embryo(s).

Acknowledgments, Consent and Release

Acknowledgments - We understand that:

- 1. Artificial donor insemination is the introduction of fresh or frozen thawed sperm, obtained from a male other than the husband of the woman to be inseminated, into the uterus (womb) of the woman to be inseminated.
- 2. The purpose of artifical donor insemination is the production of a pregnancy caused by the union of the donor sperm and the egg of the woman to be inseminated.
- 3. An infant resulting from artificial donor insemination will have genetic characteristics of the woman inseminated and the sperm donor, but will have genetic characteristics of the patient's partner only insofar as the man and the sperm donor may coincidentally share such genetic characteristics.
- 4. Several attempts at artificial insemination may be necessary. We understand that there is no warranty or guarantee that pregnancy or full term pregnancy will result from artificial donor insemination. If pregnancy shall result there is the possibility of complications of pregnancy, delivery, or birth of an infant or infants or undesirable hereditary tendencies of such issue or other adverse consequences. We understand and accept that the artificial insemination procedure carries with it the risk of infection and that any pregnancy carries with it the risk of obstetrical complications and/or spontaneous abortion.

Consent

We, and	, being patient and
patient's partner, do hereby request and authorize my doctor and University of Sout	h Florida Fertility Specialists to
perform artificial donor insemination and to use the semen from a third party for this	s purpose during the process of AID
or IVF. We authorize him/her to employ such assistants as he/she may designated if	for the purpose of accomplishing the
artificial donor insemination. We believe that this artificial donor insemination will pr	romote our individual and mutual
happiness and well-being. My doctor has fully explained the technique of artifical in	nsemination and alternative methods
of treatment, if any. We have duly considered this information and we make this rec	quest for artificial insemination on our
own free will with no coercion on the part of my doctor and University of South Flori	da Fertility Specialists.
Confidentiality is maintained as much as possible.	• ,

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Release and Indemnification

To indemnify my USF doctor and the University of South Florida Fertility Specialists to render the services herein requested, we do jointly and separately agree that:

- Under no circumstances shall we require that the name of the donor of the semen be divulged to me, or to
 anyone else and we accordingly forever waive all rights, if any, that we may have as to the name, identity or any
 information of any kind concerning the donor(s). We agree to rely upon the discretion of my doctor and the
 University of South Florida Fertility Specialists in the selection of qualified donors. We understand that the same
 donor cannot be guaranteed for each insemination and that donor semen that has been frozen may be used.
- We do individually and mutually recognized the moral and legal responsibilities for the financial, social and emotional care of any resulting issue and accept such responsibility as identical to that for our own naturally occurring issue.
- 3. We release my doctor and the University of South Florida Fertility Specialists and the donor from any and all liability and responsibility of any nature whatsoever which may result from complications of pregnancy, childbirth or delivery, or from the birth of any infant or infants abnormal in any respect, or from the heredity or hereditary tendencies of such issue, or from other adverse consequences which may arise in connection with, or as a result of the artifical insemination herein authorized. We furthermore release my doctor, the University of South Florida Fertility Specialists and the donor from any psychological consequences that the artificial insemination herein authorized may have on our family and marital relationship.
- 4. We agree to refrain from bring legal action of any kind and to refrain from aiding and abetting anyone else in brining legal action for, or on account of any matter or thing which might arise out of the artificial insemination herein contemplated.
- 5. We agree to indemnify my doctor and the University of South Florida Fertility Specialists for any attorneys' fees, court costs, damages, judgments or any other losses, or expenses incurred by him/her, or for which he/she may be responsible with respect to any claim, legal action or defense thereto, arising out of the artificial insemination herein contemplated.

Patient	Date	Witness	Date
Patient's Partner	Date	Witness	Date
	to the control	a consent form to the couple who	have signed above
I have consulted with and e	explained the contents of thi	s consent form to the couple who	nave signed above.