Agreement for Cryopreservation and Storage of Semen

This Agreement states the terms under which Allina Laboratory Andrology Services (“Andrology Lab”) agrees to accept, preserve, and store my semen, and what my obligations are. By signing my name below, I am certifying that

- I have read this Agreement,
- I understand what it says,
- I have had any questions I have about it answered to my satisfaction, and
- I agree to its terms.

1. **Appropriate candidate.** My doctor has determined that I may be an appropriate candidate to have my semen collected, evaluated, frozen and stored for future use.

2. **Purpose of preserving semen.** I want my semen preserved for one or more of the following reasons:
   a. I am planning to undergo a vasectomy;
   b. I am planning to undergo radiation and/or chemotherapy;
   c. I may be exposed to potentially toxic medications in the near future;
   d. I may be exposed to potentially toxic environmental conditions;
   e. I am planning to travel or be on an extended absence;
   f. My semen needs to be cryopreserved for artificial insemination;
   g. My semen needs to be shipped to another location; or
   h. Other reasons deemed appropriate by my doctor.

3. **Semen may be donated only to sexual partner.** I understand that the Andrology Lab does not screen and test semen and that, under federal law, it may be donated only to a person with whom I am sexually intimate.

4. **Facts about cryopreservation.** I understand that my semen will be preserved through a process called cryopreservation. I have read and understand “Facts about cryopreserved semen” (a copy is attached) and have gotten satisfactory answers to my questions.

5. **Agree to testing.** I agree that the Andrology Lab may analyze my semen before freezing and storing to determine whether it is likely to contribute to a future pregnancy. I agree that the Andrology Lab may send a written report of the semen analysis to my doctor.

6. **Liquidated damages.** I agree that, if the Andrology Lab loses, damages, or destroys my semen while it is stored, the monetary value of the loss is speculative and impossible to determine. Therefore, I agree to accept – and the Andrology Lab agrees to pay – an amount equal to the storage charges I paid for 1 month immediately preceding the loss, damage or destruction, plus the sum of $100.00 as full and complete satisfaction of any claim I might have had against Andrology Lab. This amount is known as “liquidated damages.”
7. **Release; agreement not to sue; indemnification.** Because things can go wrong, both within and outside of its control, Andrology Lab will not agree to accept my semen unless I agree to do the following. Because I want my semen preserved, I do agree to the following:

a. I release the Andrology Lab from any liability in connection – directly or indirectly – with the storage of my semen, except for liquidated damages as described in paragraph 6.

b. I promise not to sue the Andrology Lab.

c. I will pay any expenses – including attorneys fees – the Andrology Lab may incur in defending itself against a suit in connection with the storage of my semen. This is called "indemnifying" the Andrology Lab.

For purposes of this paragraph, “Andrology Lab” includes anyone affiliated with the Andrology Lab, including, for example, its employees, agents, contractors, doctors, Abbott Northwestern Hospital and Allina Health System (doing business as Allina Health).

8. **Fees and payment.** I agree to pay the Andrology Lab a fee for storing my semen according to the following terms:

a. The fee to cryopreserve semen includes 60 days of storage.

b. The first storage term begins 60 days after I first cryopreserve the sperm. The three months following the 60 days will constitute the first billable storage period. At the end of this three month period, the Andrology Lab will send me a bill covering these 3 months of storage. The Andrology Lab will send a bill every 3 months thereafter for as long as this Agreement is in effect.

c. I agree to pay my bill within 30 days of the date of billing, and that, if I don’t, the Andrology Lab may dispose of stored semen that has not been paid for.

d. The Andrology Lab may change its fee at any time, but the change will not affect me until the next 3-month billing period. The only notice I will be given of the change is in the bill that comes.

e. The Andrology Lab will charge me a higher fee for more than 20 vials stored.

f. The Andrology lab will not bill any part of this storage fee to insurance. These services are considered to be 100% patient responsibility.

9. **Release or destruction of semen.** I understand that the Andrology Lab will release the vial(s) of my frozen semen to inseminate a person with whom I am sexually intimate upon the written order of a licensed medical doctor (or the doctor’s authorized agent) who will perform or supervise the insemination.

If I want the Andrology Lab to release my semen for any other purpose, it will do so only to a licensed medical doctor or the doctor’s authorized agent and only if I ask it to in writing with my signature notarized to make sure that the person who signed it is me. I further understand and agree that Andrology Lab will release my semen only if the doctor (or agent) and I agree to comply with the Andrology Lab’s reasonable procedures (for example, that I pay the shipping or transfer fee) for such a transfer.

The Andrology Lab will destroy my semen if I tell it to in writing. My signature must be notarized to make sure that the person who signed it is me.

10. **Termination of this Agreement.** This Agreement will continue to be in effect until one of the following events happens. If the Andrology Lab has any of my stored semen after this Agreement terminates, Andrology Lab will destroy all of it.
a. The Andrology Lab releases of all my semen samples to a doctor at my written request.
b. The Andrology Lab destroys all of my semen samples it has in storage at my written request.
c. I don’t pay my bill within 30 days of when it is due.
d. The Andrology Lab cannot contact me for at least 30 days at the last address I gave it.
e. The Andrology Lab decides to stop storing my semen. If this happens, Andrology Lab will notify me in writing and will give me at least 30 days to decide what to do before it destroys the semen and this Agreement will continue until the 30 days are up.

11. **Notices and change of address.** I agree to notify Andrology Lab in writing whenever I change my mailing address. I will give this notice within 5 days of when the change happens.

If this Agreement is terminated for reasons in paragraphs 10.c, 10.d. or 10.e. of this Agreement, Andrology Lab will send notice of termination to me at my last known address by certified mail, return receipt requested. I understand and agree that I will be considered as having received the notice if the return receipt is returned to Andrology Lab, or if the letter is returned to Andrology Lab.

For all other notices, I understand and agree that if Andrology Lab sends notices and correspondence (including bills) by U.S. Mail to the last address I have given it, I will be presumed to have received the letter or notice within 5 days of when it was mailed.

12. **Use of semen after my death.** If the Andrology Lab has my semen when I die, this is what I want it to do: (put your initials next to your choice):

_____ Destroy it

_____ Keep it in storage for future donation to ________________________________

(fill in name and relationship) with whom I am sexually intimate (This condition is required by federal law).

If my choice is to donate to a person after my death, I understand that Andrology Lab will do this only if that person agrees to take over all of the obligations and terms – paying the fees, or asking that the semen be released to a doctor in writing, for example – as described in this Agreement.

13. **Governing Law.** This Agreement, and all issues arising under it are governed by and will be construed according to Minnesota law.

14. **No other promises.** I agree that this Agreement is the only agreement I have with the Andrology Lab with respect to its storing of my semen. I agree that Andrology Lab has not promised me anything that is not stated in this Agreement, and that we do not have any understandings or agreements outside of this Agreement. I agree not to assert that any such promises, understandings, or agreements exist.

15. **No changes to this Agreement.** I understand and agree that the printed portion of this Agreement is the complete agreement between me and the Andrology Lab. No handwritten changes or additions to the Agreement (except in paragraph 12 and the signatures and dates below) are part of this Agreement unless they are dated and signed by both parties.
I agree to the terms of this Agreement.

_______________________________________  ____________________
Patient signature                            Date

Patient Date of Birth

_______________________________________
mm/dd/yyyy

Patient Social Security Number

XXX-XX-
last 4 digits

Patient name and mailing address (print clearly):

_________________________________________
_________________________________________
_________________________________________
_________________________________________

Phone Number

______________________________

Email

_________________________________________

Please sign in our presence or have notarized

On this _______ day of ____________, 20____, before me, personally appeared
_________________________________________, known to me to be the person described in and
who executed the foregoing instrument, and severally acknowledged that they executed
the same.

Notary Stamp Here

______________________________
Notary Public (if not signed in our presence)

My commission expires:

Laboratory witness, if applicable: ________________________________

Driver’s License number: ________________________________
FACTS ABOUT CRYOPRESERVED SEMEN

You have asked the Abbott Northwestern Andrology Laboratory (Andrology Lab) to store a sample of your semen for use in the future using cryopreservation.

We are willing to do that, but only if you understand what the process involves, the risks of cryopreserving semen for later insemination, and the kind of things that can go wrong.

The Andrology Lab is not a medical provider and cannot give you medical advice and your doctor is the best source of medical information about preserving and storing your semen for use later. But we do want you to read this fact sheet and ask your doctor any questions you may have before you ask the Andrology Lab accept your semen for storage.

- **“Cryopreservation”** is the process of freezing semen and thawing it for use later. Here’s how it works:

  Your semen will be collected, mixed with a solution that will protect it while it is stored, then sealed in small plastic vials. The vials are then stored in a tank of liquid nitrogen. Liquid nitrogen is very cold and preserves your semen by freezing it. Later, when you would like to donate your sperm to conceive a child, the sperm can be thawed and used for that purpose.

- **Some sperm will die during the process.** Some sperm always die during the freezing-thawing process. Sometimes all of it does. Because of this inherent risk, current research suggests that fresh semen is two to three times more likely to cause a pregnancy than sperm that has undergone cryopreservation. Another way to say this is that frozen semen is 25% to 50% less likely to cause a pregnancy than fresh semen. How many sperm survive depends on a lot of things, including how many sperm your semen had when it was frozen.

- **You doctor will advise you whether or not it makes sense to preserve your semen.** Before we accept your semen for storage, the Andrology Lab will send your doctor a report on the quality of your semen – including how many sperm it contains. You should discuss the results with your doctor and the likelihood that your cryopreserved sperm will result in a future pregnancy. Then you will have to decide whether to ask us to store your semen. The decision is yours alone.

- **Your doctor will advise you how much semen to store.** Your doctor will also help you decide how many vials of semen to store. As a general rule, the Andrology Lab recommends that you store at least 12 vials for long term storage, but it cannot guarantee that a pregnancy will result regardless of how many vials you store. The number is up to you.

- **No guarantees of pregnancy; things can go wrong.** There are many things that can go wrong in the process of collecting, freezing, storing, thawing, and transferring semen. For example, the liquid nitrogen tank could malfunction and the vials may thaw, or a shipping container with your semen in it can be damaged or lost. These events – and others – could result in some or all of your frozen semen to be destroyed or unable to conceive a child. You should understand that, if this happens,
and it is the Andrology Lab’s fault, the Andrology Lab will not be liable to you for more than the amount you paid for the last month of storage plus $100.

- **This is important: The Andrology Lab does not test for diseases.** There is a risk that your semen contains germs that could cause a disease in someone else. For example, your semen may contain bacteria or viruses that survive the freezing, storing, thawing and processing process and may be passed on to the person to whom you donate your sperm. There is also a risk that the viruses that cause sexually transmitted diseases like AIDS, hepatitis, syphilis, gonorrhea, and chlamydia could be passed on. The Andrology Lab does not test your semen for these germs or diseases. **If you want to test your semen for diseases, you must have the testing done elsewhere.**

- **FDA regulations don’t permit donation of untested semen except to sexual partners.** The federal Food and Drug Administration has regulations that permit cryopreserved semen to be donated only if it has been rigorously screened for diseases and risk factors.

However, the regulations make an exception for persons with whom the donor is sexually intimate. In that case, the law allows untested sperm to be donated to a sexual partner, but not anyone else. Because the Andrology Lab does not test semen for these diseases or risk factors, we will accept it for storage only if you promise to have it donated only to someone with whom you have been sexually intimate.

- **No liability for birth defects or abnormalities.** As with any other pregnancy, a child produced with cryopreserved sperm may be born with defects or abnormalities. There is nothing the Andrology Lab can do about that, so it is not responsible for any physical or mental characteristics a child conceived with cryopreserved semen may have.

- **Keep us informed of changes of address.** It is very important that you always let us know how to find you. If we need to reach you and cannot find you at the last address you gave us within a certain time, we may eventually dispose of the semen we’re storing for you.

It is especially important that we know where to send the bill for storage fees because, if you don’t tell us where you live, we will send it to the last address you gave us and you might not get the bill. **If you don’t get the bill because you did not leave a proper forwarding address and the bill becomes past due, the Andrology lab will destroy your vials of semen without any additional notice to you.** So, please, keep us informed of your current address.

This is just a summary description of the cryopreservation process and its risks. You should discuss with your doctor other risks of cryopreservation of semen before agreeing to provide it.